



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, JUNE 01, 2020  
7:00 PM AT CITY HALL VIA VIDEOCONFERENCE**

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**To protect against the spread of the COVID-19, the meeting will be held via Videoconference. 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://youtu.be/fmTQixorGMo> (view only).
- e) Watch on Cedar Falls Cable Channel 15 (view only).

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

**Call to Order by the Mayor**

**Roll Call**

**Approval of Minutes**

- 1. Regular Meeting of May 18, 2020.

**Agenda Revisions**

**Special Order of Business**

- 2. Public hearing on amendments to the Citizen Participation Plan for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program relative to the CARES Act.
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 22, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving amendments to the Citizen Participation Plan for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program relative to the CARES Act.
- 3. Public hearing on amendments to the FFY2019-2023 Consolidated Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 22, 2020)
  - b) Written communications filed with the City Clerk.

- c) Staff comments.
- d) Public comments.
- e) Resolution approving amendments to the FFY2019-2023 Consolidated Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.
- 4. Public hearing on amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 22, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.
- 5. Public hearing on the proposed vacation of certain public right-of-way along Prairie Parkway.
  - a) Receive and file proof of publication of notice of hearing. (Notice published May 22, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance vacating certain public right-of-way along Prairie Parkway, upon its first consideration.

#### **Old Business**

- 6. Pass Ordinance #2966, amending Section 26-121 of the Code of Ordinances by rezoning from A-1, Agricultural, to R-1, Residential and M-1, P, Planned Light Industrial, of recently annexed property located south of West Viking Road and east of South Union Road, upon its third & final 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.)

- 7. Receive and file a proclamation recognizing June 6, 2020 as Cedar Falls Trails Day.
- 8. Receive and file Departmental Monthly Reports of April 2020.
- 9. Approve the request of The Black Hawk Hotel / Bar Winslow for a temporary sign at 115 Main Street.
- 10. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
  - a) B&B West, 3105 Hudson Road.
  - b) Bani's, 2128 College Street.
  - c) Buzz Smoke & Vapor, 2125 College Street, Suite A.
  - d) Cloud 9 Glass & Novelty, 2125 College Street, Suite C.
  - e) Cypress Lounge, 209 State Street Suite A.
  - f) Dollar General, 2921 Center Street.
  - g) Dollar General, 1922 Valley Park Drive.

- h) Fleet Farm, 400 West Ridgeway Avenue.
- i) Fleet Farm Fuel, 108 West Ridgeway Avenue.
- j) Greenleaf Tobacco and Vapor, 5901 University Avenue.
- k) Kwik Star, 7500 Nordic Drive.
- l) Kwik Star, 2019 College Street.
- m) Kwik Star, 4515 Coneflower Parkway.
- n) Metro Mart, 103 Franklin Street.
- o) Prime Mart 1, 2323 Main Street.
- p) Tobacco Outlet Plus, 4116 University Avenue Suite 106.
- q) Walgreens, 2509 Whitetail Drive.

11. Approve the following applications for beer permits and liquor licenses:
- a) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
  - b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
  - c) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
  - d) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
  - e) Prime Mart, 2323 Main 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.)

- 12. Resolution approving electronic bidding procedures and Official Statement relative to the sale of \$3,430,000 General Obligation Capital Loan Notes, Series 2020.
- 13. Resolution approving and authorizing execution of an Agreement with Perkins & Will relative to developing a Resilience Plan for the City of Cedar Falls.
- 14. Resolution approving and adopting the City's FY21 Fee Schedule.
- 15. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 2307 West 3rd Street.
- 16. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1934 Main Street.
- 17. Resolution levying a final assessment for costs incurred by the City to remove snow and ice from the sidewalks abutting the property located at 1009 State Street.
- 18. Resolution approving renovation of the monument sign located adjacent to the Hearst Center for the Arts on West Seerley Boulevard, as recommended by the Art and Culture Board.
- 19. Resolution approving and authorizing execution of an amended Agreement with Gillian Christy relative to placement of a sculpture at 220 Clay Street.
- 20. Resolution approving and authorizing execution of a Land Maintenance Agreement with Thomas Greiner relative to maintaining recently annexed undeveloped land.
- 21. Resolution approving an amendment to the preliminary plat for The Arbors.
- 22. Resolution approving and authorizing execution of a First Amendment to Professional Service Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for Grant Administration and Technical Services for Community Development Block Grant (CDBG-CV) funding relative to the CARES Act.
- 23. Resolution receiving and filing the bids, and approving and accepting the low bid of Boulder Contracting, LLC, in the amount of \$69,608.45, for the 2020 CDBG Sidewalk Infill Project.
- 24. Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with J Davis Properties, LLC relative to a post-construction stormwater management plan

for Parcel F in the College Square Mall First Addition, Minor Subdivision Plat (Slumberland parking lot).

- [25.](#) Resolution approving and accepting a Quit Claim Deed, in conjunction with the 1994 transfer of jurisdiction of Center Street, f/n/a U.S. Highway 218, from 1st Street north to the city limits.

**Allow Bills and Payroll**

**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, MAY 18, 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 7:00 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was an electronic meeting being conducted in conformance with the Governor's Proclamation of Disaster Emergency dated March 19, 2020. Due to the COVID-19 pandemic, an in-person meeting was impractical. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Absent: None.
- 52806 - It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of May 4, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 52807 - Mayor Green announced that in accordance with the public notice of May 6, 2020, this was the time and place for a public hearing on the authorization of a Loan Agreement and the issuance of not to exceed \$2,800,000 General Obligation Capital Loan Notes (for essential corporate purposes). It was then moved by Darrah and seconded by deBuhr that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 52808 - The Mayor then asked if there were any written communications filed to the proposed issuance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance and Business Operations Director Rodenbeck provided a brief explanation of the process. Following a comment by Jim Skaine, 2215 Clay Street, regarding the hearing process, the Mayor declared the hearing closed and passed to the next order of business.
- 52809 - It was moved by Kruse and seconded by Darrah that Resolution #21,958, instituting proceedings to take additional action for the issuance of not to exceed \$2,800,000 General Obligation Capital Loan Notes (for essential corporate purposes), be adopted. Following questions by Councilmembers Sires and deBuhr and responses by Finance and Business Operations Director Rodenbeck and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Taiber. Nay: Sires. Motion carried. The Mayor then declared Resolution #21,958 duly passed and adopted.
- 52810 - Mayor Green announced that in accordance with the public notice of May 6, 2020, this was the time and place for a public hearing on the authorization of a Loan Agreement and the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes (for general corporate purposes). It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52811 - The Mayor then asked if there were any written communications filed to the proposed issuance. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance and Business Operations Director Rodenbeck provided a brief explanation of the process. Following a comment by Jim Skaine, 2215 Clay Street, regarding projects included, and a question by Thomas (T.J.) Frein, 1319 Austin Way, regarding the bid process and maximum amount, and responses by Finance and Business Operations Director Rodenbeck, the Mayor declared the hearing closed and passed to the next order of business.
  
- 52812 - It was moved by Kruse and seconded by Miller that Resolution #21,959, instituting proceedings to take additional action for the issuance of not to exceed \$700,000 General Obligation Capital Loan Notes (for general corporate Purposes), be adopted. Following questions and comments by Councilmembers Darrah, Taiber, Harding, Kruse, Sires and Miller, Jim Skaine, 2215 Clay Street, and Mayor Green, and responses by Finance and Business Operations Director Rodenbeck and City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Taiber. Nay: Sires. Motion carried. The Mayor then declared Resolution #21,959 duly passed and adopted.
  
- 52813 - Mayor Green announced that in accordance with the public notice of May 8, 2020, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2020 Community Development Block Grant (CDBG) Sidewalk Infill Project. It was then moved by Kruse and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
  
- 52814 - The Mayor then asked if there were any written communications filed to the proposed plans, etc. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Following a brief summary of the proposed project by Principal Engineer Fitch, comment by Jim Skaine, 2215 Clay Street, and response by Mayor Green, the Mayor declared the hearing closed and passed to the next order of business.
  
- 52815 - It was moved by Kruse and seconded by deBuhr that Resolution #21,960, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2020 Community Development Block Grant (CDBG) Sidewalk Infill Project, be adopted. Following a question by Councilmember Sires, comment by Jim Skaine, 2215 Clay Street, and responses by Community Development Director Sheetz, City Administrator Gaines and Councilmember Harding, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,960 duly passed and adopted.
  
- 52816 - Mayor Green announced that in accordance with the public notice of May 8, 2020, this was the time and place for a public hearing on the proposed adoption of the

Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County. It was then moved by Kruse and seconded by Darrah that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 52817 - The Mayor then asked if there were any written communications filed to the proposed plan. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of the proposed plan and process. Following a question by Thomas (T.J.) Frein, 1319 Austin Way, and response by Community Development Director Sheetz, the Mayor declared the hearing closed and passed to the next order of business.
- 52818 - It was moved by Darrah and seconded by Kruse that Resolution #21,961, approving and adopting the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,961 duly passed and adopted.
- 52819 - It was moved by deBuhr and seconded by Harding that Ordinance #2963, amending the boundaries for wards and precincts within the City of Cedar Falls to incorporate recently annexed territory, be passed upon its third and final consideration. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Ordinance #2963 duly passed and adopted.
- 52820 - It was moved by Kruse and seconded by Miller that Ordinance #2964, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to prohibiting loitering, be passed upon its third and final consideration. Following questions by Thomas (T.J.) Frein, 1319 Austin Way, and Councilmember Harding, and responses by Public Safety Services Director Olson, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Ordinance #2964 duly passed and adopted.
- 52821 - It was moved by Darrah and seconded by Kruse that Ordinance #2965, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds, be passed upon its third and final consideration. Following a comment by Jim Skaine, 2215 Clay Street, and response by Building Official Castle, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Taiber. Nay: Sires. Motion carried. The Mayor then declared Ordinance #2965 duly passed and adopted.

52822 - It was moved by Kruse and seconded by deBuhr that Ordinance #2966, amending Section 26-121 of the Code of Ordinances by rezoning from A-1, Agricultural, to R-1, Residential and M-1, P, Planned Light Industrial, of recently annexed property located south of West Viking Road and east of South Union Road, be passed upon its second consideration. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.

52823 - Following comments by Jim Skaine, 2215 Clay Street, and responses by Mayor Green and City Attorney Rogers regarding City Council rules and procedures, it was moved by Miller and seconded by Kruse to suspend the rules and consider all Consent Calendar items together without separate discussion. Motion carried unanimously.

It was then moved by Taiber and seconded by Kruse that the following items and recommendations on the Consent Calendar be received, filed and approved.

Receive and file a proclamation recognizing May 16, 2020 as Jen Fielding Learn to Swim Day.

Receive and file the resignation of Rosemary Beach as a member of the Health Trust Fund Board of Trustees.

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

- Erik Blanchard, Parks & Recreation Commission, term ending 06/30/2023
- Alan Stalnaker, Parks & Recreation Commission, term ending 06/30/2023

Receive and file the Committee of the Whole minutes of May 4, 2020 relative to the following items:

- a) Capital Improvements Program (CIP) Funding Update.
- b) Bills & Payroll.

Approve the following applications for beer permits and liquor licenses:

- a) Hurling Hatchet, 100 East 2nd Street, Class B beer - renewal.
- b) Famous Dave's, 6222 University Avenue, Class C liquor -renewal.
- c) Hy-Vee Food Store, 6301 University Avenue, Class E liquor - renewal.

Following expressed thanks by Councilmember deBuhr to Rosemary Beach for her service on the Health Trust Fund Board of Trustees, the motion carried unanimously.

52824 - It was moved by deBuhr and seconded by Taiber to approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Fareway Stores, Inc. #974, 214 N. Magnolia Drive
- b) Fareway Stores, Inc. #190, 4500 S. Main Street
- c) Hansen's Dairy, 127 E. 18th Street
- d) Hy-Vee Food Store #2, 6301 University Avenue



- e) Hy-Vee Gas, 6527 University Avenue
- f) Murphy USA #6970, 518 Brandilynn Boulevard
- g) Prime Mart, 2728 Center Street
- h) Thunder Ridge Ampride, 2425 Whitetail Drive

Following a question by Thomas (T.J.) Frein, 1319 Austin Way, and responses by City Administrator Gaines and Public Safety Services Director Olson, the motion carried unanimously.

52825 - It was moved by deBuhr and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #21,962, setting June 1, 2020 as the date of public hearing on a proposal to vacate public right-of-way along Prairie Parkway.

Resolution #21,963, setting June 1, 2020 as the date of public hearing on amendments to the Citizen Participation Plan for the City's Community Development Block Grant (CDBG) and HOME Investment Partnership Program relative to the CARES Act.

Resolution #21,964, setting June 1, 2020 as the date of public hearing on amendments to the FFY2019-2023 Consolidated Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.

Resolution #21,965, setting June 1, 2020 as the date of public hearing on amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolutions #21,962 through #21,965 duly passed and adopted.

52826 - It was moved by deBuhr and seconded by Kruse that Resolution #21,966, approving and authorizing execution of a Professional Service Agreement with Carlson Dettmann Consulting, LLC for market measurement and pay plan management services, be adopted. Following questions and comments by Councilmembers Sires, Taiber, Darrah, Harding, Kruse and Miller, Mayor Green, Thomas (T.J. Frein), 1319 Austin Way, and LeaAnn Saul, 1825 West Greenhill Road, and responses by Finance and Business Operations Director Rodenbeck and City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Darrah. Nay: Harding, Sires, Taiber. Motion carried. The Mayor then declared Resolution #21,966 duly passed and adopted.

52827 - It was moved by Darrah and seconded by deBuhr that Resolution #21,967, approving and authorizing the expenditure of funds for the purchase of camera

equipment for the cable television studio, be adopted. Following comments by Councilmember Sires and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,967 duly passed and adopted.

- 52828 - It was moved by Darrah and seconded by Miller that Resolution #21,968, approving and authorizing execution of a Surface Transportation Block Grant (STBG) Program Federal-Aid Agreement with the Iowa Department of Transportation relative to the Union Road Recreation Trail Project – West 12th Street to West 27th Street, be adopted. Following comments by Councilmember Sires and responses by Public Works Director Schrage, Councilmember Taiber and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried. The Mayor then declared Resolution #21,968 duly passed and adopted.
  
- 52829 - It was moved by Kruse and seconded by Miller that the bills and payroll of May 18, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Taiber. Nay: None. Motion carried.
  
- 52830 - City Administrator Gaines responded to an inquiry by Councilmember Kruse regarding review of the ordinance for backyard chickens.  
  
City Administrator Gaines and Public Works Director Schrage responded to questions by Councilmembers Miller and Darrah regarding potential opening of the swimming pool and payment options at the Transfer Station.  
  
City Administrator Gaines responded to a question by Councilmember Kruse regarding the status of the College Hill Visioning project.
  
- 52831 - City Administrator Gaines provided updates on the reopening of City Hall, Recreation Center, Hearst Center, Tourism & Visitors Center, and the Public Library.  
  
Councilmember Darrah commented on work being timely completed on the Downtown Streetscape and the Recreation Center locker rooms during restrictions of the pandemic.  
  
City Administrator Gaines announced an additional \$1.4 million in funds awarded by the Iowa Northland Regional Council of Governments (INRCOG) for the Main Street Reconstruction Project.  
  
Public Safety Services Director Olson provided an update on and responded to a question by Councilmember Miller regarding the approved timeline and hiring process for Police Chief.

52832 - Jeremy Sulentic, 1008 Rocklyn Street, expressed disappointment with the City Council decision not to allow all Consent Calendar items to be reviewed separately, and his belief that the Mayor should be allowed to vote.

Thomas (T.J.) Frein, 1319 Austin Way, expressed appreciation for the improved discussion over the past couple of months, and City Administrator Gaines responded to a question by Mr. Frein regarding funding for the Main Street Reconstruction Project.

LeaAnn Saul, 1825 West Greenhill Road, expressed appreciation for the recent format of the meetings, and Mayor Green responded to a question by Ms. Saul regarding recruiting businesses to Cedar Falls.

Mayor Green and Councilmember Miller responded to comments by Jim Skaine, 2215 Clay Street, regarding City Council agendas and maintaining order during the meetings.

52833 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 9:09 P.M. Motion carried unanimously.

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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**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** May 21, 2020  
**SUBJECT:** Hold Public Hearing: Citizen Participation Plan  
 Amendments (related to Community Development Block Grant & HOME Programs)

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to coronavirus. HUD requires the funds to be allocated to activities/program areas in an Annual Action Plan. HUD is allowing a waiver to the normal minimum 30-day public hearing process, to a minimum of 5 days. We are required to amend our Citizen Participation Plan to address that change as well.

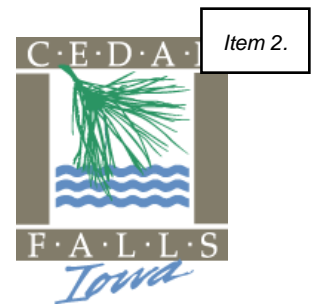
In Council's May 18<sup>th</sup> packet the Citizen Participation Plan was included, with proposed amendments noted. Attached is a clean version of the Plan, no changes occurred from the draft provided previously.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Staff recommends approval of the Citizen Participation Plan.

Please contact me with any questions. Thank you.

Attached: Citizen Participation Plan, June 1, 2020



**CITY OF CEDAR FALLS, IOWA  
COMMUNITY DEVELOPMENT DEPARTMENT  
CITIZEN PARTICIPATION PLAN JUNE 1, 2020**

The City of Cedar Falls, Iowa City Council, after recommendation by the Cedar Falls Housing Commission, hereby adopts the following Citizen Participation Plan in accordance with 24 CFR section 91.105, as amended.

This plan is developed to encourage citizen participation in the development of the Consolidated Plan, any substantial amendments to the Consolidated Plan, Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report (CAPER). It is designed especially to encourage participation by low and moderate income persons, particularly those living in slum and blighted areas and in areas where Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds are proposed to be used, and by residents of predominantly low and moderate income neighborhoods, as defined by the jurisdiction.

The City will provide citizens with a reasonable opportunity to comment on the original Citizen Participation Plan and on substantial amendments to the plan and will make the plan available for public review. Upon request, the plan will be made available in an accessible format to persons with disabilities.

The City will encourage participation by residents of public and assisted housing developments in the process of developing and implementing the Consolidated Plan and Annual Action Plan, along with other low income residents of targeted revitalization areas in which the developments are located by providing information to the Cedar Falls Community Development Department.

The University of Northern Iowa's Language Department will be called upon to provide the necessary assistance if the City expects a significant number of non-English speaking citizens to attend Community Development Department public meetings.

**CONSOLIDATED PLAN AND ANNUAL ACTION PLAN DEVELOPMENT**

1. The City will furnish citizens with information concerning the amount of Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) funds expected to be available (including the annual grant, program income, surplus from urban renewal settlement, and proceeds from HUD guaranteed loans) for community development and housing activities, and the range of activities that may be undertaken with those funds. The City will also make available the estimated amount that will benefit persons of low and moderate income at the public hearing (in-person or virtual) on the one-year Annual Action Plan.

2. The City will make every reasonable effort to minimize the number of persons displaced by CDBG funded activities. In the event that a person is displaced by a CDBG undertaking, relocation assistance will be offered in accordance with the Uniform Relocation Assistance Act, as amended.
3. The City will publish a summary of the Consolidated Plan and/or Annual Action Plan in the local newspaper in a manner that affords citizens, public agencies and other interested parties a reasonable opportunity to examine its contents and to submit comments. The City will also make copies of the proposed plans available at the Community Development Department office and the City Clerk's office for review during public hours. Ten free copies of the proposed plan will be made available. One free copy will be provided to each individual or organization requesting said copy until the supply is exhausted.
4. The City will hold at least one public hearing (in-person or virtual) during the development of the Consolidated Plan and/or Annual Action Plan. Notice of public hearing (in-person or virtual) will be published in the local newspaper not less than four days or more than twenty days before the public hearing (in-person or virtual), per Iowa Code, as may be amended.
5. There will be a 30-day comment period on the proposed Consolidated Plan and/or Annual Action Plan, unless the US Department of Housing and Urban Development (HUD) waives this requirement and permits a shortened comment period of five days. The City will consider any comments or views of citizens received in writing or orally at the public hearings (in-person or virtual) in preparing the final plans. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore shall be attached to the final plans.

## **AMENDMENTS TO THE CONSOLIDATED PLAN OR ANNUAL ACTION PLAN**

1. The City will amend its an approved plan whenever it makes a decision to: make a change in its allocation priorities or a change in the method of distribution of funds; carry out an activity using funds from any program covered by the Consolidated Plan (including program income), not previously described in the Annual Action Plan; or to change the purpose, scope, location or beneficiaries of an activity.
2. The City will use the following criteria to determine what changes in the planned or actual activities constitute a substantial amendment to the Consolidated Plan and/or Annual Action Plan. Any of the following will require a substantial amendment following this Citizen Participation Plan:
  - a. Changes in the use of CDBG/HOME funds from one eligible activity to

- another that exceed \$25,000;
- b. Carrying out a new CDBG/HOME eligible activity in an amount greater than \$25,000; and/or
  - c. Removal of a project previously approved for funding with CDBG/HOME funds.
3. A change in the entity responsible for carrying out an activity or a change in the location of a proposed project will not constitute a substantial amendment.
  4. The City will publish a summary of the proposed substantial amendment in the local newspaper in a manner that affords citizens, public agencies and other interested parties a reasonable opportunity to examine its contents and to submit comments. The City will also make copies of the proposed substantial amendment available at the Community Development Department office and the City Clerk's office for review during public hours. Ten copies of the proposed substantial amendment will be made available to the public. One free copy will be provided to each individual or organization requesting said copy until the supply is exhausted.
  5. The Cedar Falls City Council will hold at least one public hearing (in-person or virtual) on the proposed substantial amendment to the Consolidated Plan or Annual Action Plan. Notice of the public hearing (in-person or virtual) will be published in the local newspaper not less than four days or more than twenty days before the public hearing (in-person or virtual), per Iowa Code, as may be amended. There will be a 30-day comment period on the proposed substantial amendments to the plans, unless the US Department of Housing and Urban Development (HUD) waives this requirement and permits a shortened comment period of five days.
  6. The City will consider any comments or views of citizens received in writing or orally at the public hearings (in-person or virtual) in preparing the final substantial amendment to the Consolidated Plan and/or Annual Action Plan. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final amended plan.

### **CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORTS (CAPER)**

1. The City will publish notice of the availability of the annual grantee performance report in the local newspaper and will allow a 15-day comment period on the report.
2. The City will consider any comments or views of citizens received in writing or orally at any public hearings (in-person or virtual) that may be held. A summary of any comments received will be attached to the performance report.

## **PUBLIC HEARINGS (IN-PERSON OR VIRTUAL)**

1. A minimum of two public hearings (in-person or virtual) will be held per year to obtain citizens views and to respond to proposals and questions. These hearings will be held at different stages in the program year. Together, the hearings will address housing and community development needs, development of proposed activities and review of program performance. At least one of these hearings will be held prior to a proposed Consolidated Plan and/or Annual Action Plan being adopted by the City Council and submitted to HUD for approval.
2. Notice will be published in the local newspaper at least four days but not more than twenty days before the public hearing (in-person or virtual) including sufficient information about the subject of the hearing to permit informed comment, per Iowa Code, as may be amended.
3. The public hearings (in-person or virtual) will be held at Cedar Falls City Hall at times that provide for maximum citizen participation. The building and meeting rooms are accessible.
4. The University of Northern Iowa's Language Department will be called upon to provide the necessary assistance if the City expects a significant number of non-English speaking citizens to attend Community Development Department public meetings.

## **MEETINGS**

Meetings, including public hearings, will be scheduled to provide for as much citizen involvement and attendance as possible. Times may be adjusted from time-to-time based on changing needs.

## **AVAILABILITY TO THE PUBLIC**

1. The Consolidated Plan and Annual Action Plan as adopted will be available for review in the Community Development Department Office and at the City Clerk's office during public hours.
2. Any substantial amendments to the Consolidated Plan and Annual Action Plan as adopted will be available for review in the Community Development Department Office and at the City Clerk's office during public hours.
3. The grantee Consolidated Annual Performance and Evaluation Report (CAPER) will be available for review in the Community Development Department Office and at the City Clerk's office during public hours.





Upon request, the documents listed above will be made available in an accessible format to persons with disabilities.

### **ACCESS TO RECORDS**

Information and records relating to the jurisdiction's Consolidated Plan and Annual Action Plan and the jurisdiction's use of assistance under the programs covered by 24 CFR Section 91.105 during the preceding five years will be available to citizens, public agencies and other interested parties. The City will reply to the written request for such information within 15 working days, where practical. The information may not be removed from the Community Development Department office. If copies of information are requested, the current copy charge will apply.

### **TECHNICAL ASSISTANCE**

The Cedar Falls Housing Commission will offer technical assistance to groups representative of persons of low and moderate income that provide a written request for such assistance in developing proposals for funding assistance under any of the programs covered by the Consolidated Plan and/or Annual Action Plan. The nature and extent of such assistance will be at the discretion of the Housing Commission and Community Development Department staff.

### **COMPLAINTS**

The City will respond to written citizen complaints regarding the Consolidated Plan, Annual Action Plan, amendments and the Consolidated Annual Performance and Evaluation Report. The reply will be made within 15 working days, where practical.

### **USE OF CITIZEN PARTICIPATION PLAN**

The City will follow the Citizen Participation Plan from the date of its adoption until it is amended or repealed by the City Council.

### **CITY RESPONSIBILITY**

The requirements for citizen participation do not restrict the responsibility or authority of the City for the development and execution of its Consolidated Plan and/or Annual Action Plan.



Item 2.

As amended by the City Council on June 1, 2020

CITY OF CEDAR FALLS

\_\_\_\_\_  
Mayor Robert Green

ATTEST:

\_\_\_\_\_  
Jacque Danielsen, Cedar Falls 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](http://www.cedarfalls.com)

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** May 21, 2020  
**SUBJECT:** Public Hearing: Community Development Block Grant & HOME Programs – Updates to the Consolidated Plan (FFY2019-2023)

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to coronavirus. Cedar Falls is receiving \$160,662 for CDBG-CV. HUD requires the funds to be allocated to activities/program areas in an Annual Action Plan. Staff proposes amending our currently active plan, FFY19 Annual Action Plan. This is the most expeditious method to then receive the funds and distribute them.

Because we are in the first year of our 5-year Consolidated Plan, the Annual Action Plan (FFY19) is tied to the Consolidated Plan. Therefore, we must make some updates to the Consolidated Plan at this time. These are specifically in the Administration and Strategic Plan sections. An overall 5-year funding summary is also attached, for easier viewing of CDBG funding approach anticipated within the five years covered by the Plan. The sections needing updates are attached to this memo, with changes highlighted in yellow.

A separate memo details the substantial amendments proposed for the Annual Action Plan (FFY19), with additional explanations.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Staff recommends approval of the minor updates to the Consolidated Plan (FFY2019-2023) for June 1, 2020.

Please contact me with any questions. Thank you.

Attachment: Consolidated Plan (FFY2019-2023): Administration section (cover page and AD-25)  
Consolidated Plan (FFY2019-2023): Strategic Plan section (SP-05, SP-10, SP-25, SP-30, SP-35, SP-40, SP-45, SP-50, SP-55, SP-60, SP-65, SP-70, SP-80)  
Consolidated Plan (FFY2019-2023): overall 5-year funding table



CITY OF CEDAR FALLS, IOWA  
CDBG ENTITLEMENT PROGRAM  
FEDERAL FISCAL YEAR 2019-2023 CONSOLIDATED PLAN-**AMENDMENT**

**PRELIMINARY DRAFT FOR REVIEW (5/11/2020), DATES ADDED 5/21/2020**

COMMENT PERIOD PUBLICATION (5-day public comment period, per Citizen Participation Plan):  
Waterloo-Cedar Falls Courier; **May 22, 2020**

HOUSING COMMISSION (PUBLIC) MEETINGS ON:  
**May 19, 2020**

CITY COUNCIL (PUBLIC) MEETINGS ON:  
**May 18<sup>th</sup>, 2020** (Council sets public hearing for **June 1<sup>st</sup>, 2020**)  
**June 1<sup>st</sup>, 2020** (Adoption) (After a properly-noticed public hearing was conducted)  
Publication: Waterloo-Cedar Falls Courier; **May 22, 2020**

**Administration**

**AD-25: Consortia Specific: 91.400**

If a Consortia, list participating communities & note status	Lead	HOME funds only	CDBG Entitlement	ESG Entitlement
City of Waterloo, Iowa	Yes	No	Yes	No
City of Cedar Falls, Iowa	No	No	Yes	No

**Table 1 – Consortium Communities**

**AD-25: Administration 91.220(a)**

Standard Form (SF) SF-424 Application for Federal Assistance-CARES Act Form Attached

Standard Form (SF) SF-424D Assurances for Construction Programs-CARES Act Form Attached

Community Development Block Grant (CDBG): Entitlement Program Only

Alternate Data Sources:

1. American Community Survey (2012-2016)
2. Comprehensive Housing Affordability Strategy (2011-2015)

**Required Certifications-CARES Act Forms Attached:**

1. General Certifications (Attached)
  - a. Affirmatively Furthering Fair Housing
  - b. Anti-Displacement and Relocation Plan
  - c. Anti-Lobbying
  - d. Acquisition and Relocation
  - e. Section 3
  
2. Community Development Block Grant Program (CDBG) Certifications (Attached)
  - a. Citizen Participation
  - b. Community Development Plan
  - c. Following a Current Consolidated Plan (FFY 2014-2018)
  - d. Use of Funds
  - e. Excessive Force
  - f. Compliance with Anti-Discrimination Laws
  - g. Compliance with Lead-Based Paint Procedures
  - h. Compliance with Laws

## Strategic Plan

### SP-05: Overview

The purpose of the Cedar Falls Strategic Plan is to outline a five-year course of action that the City may follow when implementing their Community Development Block Grant (CDBG) Entitlement Program. Said Strategic Plan will identify priorities, needs, market conditions, and define goals and action strategies, and is intended to address the Needs and Market Assessments that are part of the City's overall Federal Fiscal Year (FFY) 2019-2023 Consolidated Plan.

The City of Cedar Falls provides funding to four general programs including: housing development programs, economic and community development programs, neighborhood or area programs, and planning and administrative programs. Needs in these areas are designed to increase opportunities for low-and-moderate income households to identify the availability of decent housing, safe and suitable living environments and provide economic opportunities. As an overarching need, the community identified affordable housing, which is quality and lower priced, when compared to the existing housing market in the city.

### SP-10: Geographic Priorities 91.215(a)(1)

The City of Cedar Falls will focus its resources, budget and staff, in the areas deemed in greatest need of improvement. Specifically, the City will use information and resources at its disposal for defining these areas, including but not limited to neighborhoods, census tracts and block groups, adopted urban renewal areas, and/or other geographic areas identified in the City's Comprehensive Plan, Zoning Ordinance, Overlay Districts, and renewal or revitalization boundaries, all within the City of Cedar Falls' incorporated area.

The City will expend all CDBG resources under one of three National Objectives: Benefit to Low-and-Moderate Income persons; Aiding in the Prevention or Elimination of Slums or Blight; or Meeting Community Development Needs having a Particular Urgency. This final objective is defined as those needs, that because of existing conditions, pose a serious and immediate threat to the health or welfare of the community, and where other financial resources are not available to meet such needs. Implementation of the City's programs will be applied in one of two methods, citywide or in low-to-moderate income areas. Further, this section of the Strategic Plan integrates the Analysis of Fair Housing Impediments into the planning process. Specifically, the recommendations and actions of the AFH are being tied to goals and objectives of this plan.

#### Citywide:

The City of Cedar Falls will allocate housing rehabilitation and repair funds on a citywide basis. Homeowners may apply directly to the City for funding, which the city prioritizes on a first qualified, first served basis. A written application, income verification, and inspection will follow, assuming the owner meets income guidelines. After need is determined, the scope of work is to be defined and either bid (rehab projects) or procured using small bid guidelines established by the city. The City's Housing Commission reviews and recommends all suitable projects to the City Council for approval. Thereafter, contracts are executed by the parties and work is completed, with approvals and reimbursements being made available to contractors during and at the end of the process.

Services provided, on behalf of the City, by agencies or organizations are also to be offered citywide. The underlying reason for funding these services is to prevent the possibility of homelessness. Eligible services will be consistent with CDBG guidelines, and may include, but not be limited to: healthcare, financial literacy and counseling, sheltering, transportation, nutrition, substance abuse, and family and children's counseling services.

New programs, such as down-payment assistance, first-time homebuyers, and Housing Choice Voucher changes may also be implemented citywide. Also, all related planning and program administration are intended to be offered citywide.

**LMI Area Benefit (See Attached Map):**

LMI Area Benefit Projects will be implemented in Census Tracts and Block Groups currently reporting income levels at or below 80% of Area Median Income (AMI). There are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5. Categories of projects that are targeted include: neighborhood infrastructure, transportation, park and recreation, demolition and clearance, and accessibility (pedestrian) projects.

**Application of the Waterloo and Cedar Falls Analysis of Impediments to Fair Housing Choice (2014 and 2019 Draft) Recommendations and Actions**

An analysis of Fair Housing Impediments was completed in 2014, and being currently updated, for the Waterloo-Cedar Falls HOME Consortium, at about the same time as the current Consolidated Plan was being completed. A draft of the Analysis is scheduled to be updated concurrently with the new 2019-2023 Consolidated Plan. Because the recommendations made in the Analysis, both the 2014 version and 2019 draft, are still relevant, the Analysis will be used when evaluating the effectiveness of fair housing initiatives for the next five years. The actions, outlined specifically for Cedar Falls, are enumerated below and will be used for this planning process.

**Public Sector Impediments: Market Based**

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.

**Public Sector Impediments: Policy Based**

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.

**Private Sector Impediments: Market Based**

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.

**SP-25: Priority Needs 91.215(a)(2)**

As a result of input from focus group participants, community survey responses, elected officials, and staff, the City has identified housing, community and economic development, homelessness, supportive social and educational service needs, directly and indirectly impacting affordable housing, infrastructure, public services and homelessness prevention. The priority needs for the life of this Consolidated Plan and Strategic Plan (FFY 2019-2023), are listed below, and identified by “CP” in the table. By way of comparison, actions from the 2014 Analysis of Fair Housing Impediments are measured against the Consolidated Plan needs and integrated into the table as well and identified as “AFH” in the table.

<b>1</b>	<b>Priority Need Name</b>	<b>Maintaining Existing Affordable Housing</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Maintain Affordable Housing: Owner Occupied CP: Maintain Affordable Housing: Renter Occupied CP: Preserve Existing Affordable Housing Through Code Enforcement AFH: Focus CDBG Funding on Affordable Rental Units AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Preserve existing affordable housing stock in the community through rehabilitation, repair, safety or health-related abatement measures.
	Basis for Relative Priority	Focus groups, community survey, and City input
<b>2</b>	<b>Priority Need Name</b>	<b>Increasing Affordable Housing Units</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Maintain Affordable Housing: Owner Occupied CP: Maintain Affordable Housing: Renter Occupied AFH: Joint Workshop on Universal Design AFH: Focus CDBG Funding on Affordable Rental Units AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project
	Description	Increase the number of housing units in the community that are considered affordable.
	Basis for Relative Priority	Focus groups, community survey, City input
<b>3</b>	<b>Priority Need Name</b>	<b>Ensuring Fair Housing for Residents</b>
	Priority Level	High
	Population	Extremely Low and Low-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: CDBG Planning and Administration AFH: Conduct Interpretation and Translation Analysis AFH: Joint Workshop on Universal Design AFH: Target Homeownership Counseling to Residents of Impacted Neighborhoods AFH: Human Rights Commission Empowerment and Outreach Project AFH: Test for Mortgage Discrimination; Apply for Grant to Test Validity AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Enforce and implement affirmative fair housing certification, anti-displacement and relocation plan, acquisition and relocation requirements, lead-based paint protection including remediation, and anti-discrimination laws
	Basis for Relative Priority	Focus groups and community survey

<b>4</b>	<b>Priority Need Name</b>	<b>Supporting Services for Homeless, Near-Homeless, Special Needs and Populations</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Provide Access to Transportation CP: Prevent Homelessness Through Agency and Organizational Support AFH: Incent Employment Training and Apprenticeships for Residents of Impacted Neighborhoods
	Description	Offer support service, either directly through the city or contracting agencies, for persons that are homeless, near homeless, have special needs, or that are transitioning from institutional settings such that they do not become homeless
	Basis for Relative Priority	Focus groups, community survey, and City input
<b>5</b>	<b>Priority Need Name</b>	<b>Providing Family and Children’s Services</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Prevent Homelessness Through Agency and Organizational Support CP: Provide Access to Transportation AFH: Target Homeownership Counseling to Residents of Impacted Neighborhoods
	Description	Support agencies and organizations that offer healthcare, substance abuse counseling and treatment, financial literacy and counseling services, sheltering, basic needs such as food, and other services in order prevent homelessness.
	Basis for Relative Priority	Focus groups, community survey, and City input
<b>6</b>	<b>Priority Need Name</b>	<b>Promoting Public Facilities and Infrastructure Development</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Improve Infrastructure and Accessibility CP: Demolition and Clearance CP: Provide Access to Transportation CP: Neighborhood Infrastructure Improvements CP: Neighborhood Recreational Amenities AFH: Focus CDBG Funding on Affordable Rental Units
	Description	Provide infrastructure (i.e. street, water, sanitary sewer, storm sewer, drainage, trees) to areas that must be identified as LMI areas by the Census Bureau
	Basis for Relative Priority	Community survey and City input
<b>7</b>	<b>Priority Need Name</b>	<b>Promoting Neighborhood Development</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Neighborhood Infrastructure Improvements CP: Demolition and Clearance CP: Provide Access to Transportation CP: Neighborhood Accessibility Improvements CP: Neighborhood Recreational Amenities AFH: Focus CDBG Funding on Affordable Rental Units
	Description	Provide infrastructure (i.e. street, water, sanitary sewer, storm sewer, drainage, trees) to areas that must be identified as LMI areas by the Census Bureau
	Basis for Relative Priority	Community survey and City input

		AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	In order to stem possible neighborhood erosion, the City will work to offer infrastructure, amenities, and services in targeted neighborhoods, as identified by the Census Bureau as being LMI areas.
	Basis for Relative Priority	Focus groups, community survey, and City input
8	<b>Priority Need Name</b>	<b>Supporting Economic Development, Business Opportunities and Commercial Building Redevelopment</b>
	Priority Level	Moderate
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Neighborhood Infrastructure and Accessibility CP: Demolition and Clearance CP: Provide Access to Transportation AFH: Incent Employment Training and Apprenticeships for Residents of Impacted Neighborhoods AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities
	Description	Identify possible workforce for businesses and industries, as well as target areas where commercial redevelopment could occur
	Basis for Relative Priority	Focus groups, community survey and City input
9	<b>Priority Need Name</b>	<b>Conducting Demolition and Clearance Activities</b>
	Priority Level	Low
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Improve Infrastructure and Accessibility CP: Demolition and Clearance AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project AFH: Address Nuisance Property and Rental Inspection Ordinances
	Description	Clear lots for redevelopment
	Basis for Relative Priority	Focus groups, community survey and City input
10	<b>Priority Need Name</b>	<b>Providing Effective Planning and Administration</b>
	Priority Level	High
	Population	Extremely Low, Low, and Moderate-Income Households
	Geographic Area Affected	Citywide and Low and Moderate Area Benefit
	Associated Goals: CP: Consolidated Plan AFH: Analysis of Impediments to Fair Housing Choice	CP: Housing Administration CP: CDBG Administration AFH: Consider Renter-Focused CDBG-Funded Affordable Housing Project AFH: Address Nuisance Property and Rental Inspection Ordinances AFH: Conduct Interpretation and Translation Analysis AFH: Joint Workshop on Universal Design AFH: Regional Transit Planning Matching Service with Jobs, Housing, and Amenities
	Description	Provide necessary administration and planning services, as well as complete all reports, as required by the US Department of Housing and Urban Development
	Basis for Relative Priority	Focus groups, community survey, and City input

**Table 13 – Priority Needs**

**SP-30: Influence of Market Conditions 91.215(b)**

**Which market characteristics will influence use of TBRA, TBRA for non-homeless special needs; New Unit production, rehabilitation, and acquisition?**

Affordable Housing Type	Market Characteristics that will Influence the Use of Funds Available for Housing Type
Tenant-Based Rental Assistance (TBRA)	The City of Cedar Falls has a shortage of housing units for low-and-moderate income households (<80% of AMI), which is even more pronounced for households earning less than 50% of Area Median Income. In September 2018, the Housing Commission closed the Housing Choice Voucher waiting list, and it will remain closed until July 31 <sup>st</sup> , 2019. Closure of the waiting list was publicly implemented. Unfortunately, the need for rent assistance continues to rise in the community.
Tenant-Based Rental Assistance (TBRA) for Non-Homeless Special Needs	The City manages a Housing Choice Vouchers (Section 8) program through an internal agency. At this point, the City of Cedar Falls is not participating in a Housing Trust Fund, which could offer more TBRA assistance through at least two agencies/organizations (Operation Threshold and Exceptional Persons, Incorporated). Both of these agencies may be working with Cedar Falls residents. However, with only limited funds and the high rent prices, the number of households assisted is limited.
New Unit Production	The City of Cedar Falls continues to support development of new affordable units. However, with the demand, much of which is driven by the University of Northern Iowa, housing ownership costs remain out-of-reach for many households. Conversely, senior housing continues to be a priority for the community, and at least two organizations are building senior housing, Western Home and New Aldaya.
Rehabilitation	Rehabilitation continues to be a need for Cedar Falls homeowners in certain areas of the community. The City is often maintaining a waiting list for both its owner-occupied rehabilitation and repair programs. With that said, rehabilitation is a challenging activity insomuch as obtaining agency clearances, project approvals, and identifying contractors that are able to complete the work on-budget and in a timely fashion.
Acquisition, including Preservation	According to the Iowa Finance Authority, there are 5 privately-owned, subsidized developments in Cedar Falls containing 360 units. Subsidies are either through Low Income Housing Tax Credits or Section 8 (See Section MA-10 of this Plan.).

**Table 14 – Market Conditions**

Due primarily to the high cost of housing in the community, which is tied directly to the price of land and infrastructure, the City of Cedar Falls is challenged to provide affordable housing. These factors, together with the demand for housing in the community, affect the price of housing. As an aside, the demand for housing in the community is influenced by the University of Northern Iowa, which is located in the community.

**SP-35: Anticipated Resources 91.215(a)(4), 91.220(c)(1,2)**

The City of Cedar Falls anticipates receiving Community Development Block Grant (CDBG) funding during FFY 2019 through FFY 2023. The uses of the funds include housing rehabilitation and repair, code enforcement, access to public services, public infrastructure and neighborhood improvements, clearance and demolition of property, and planning and administration.

**Explain how federal funds will leverage additional resources (private, state, and local funds), include a description of how matching requirements will be satisfied**

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 order to implement most of the projects identified in this Plan, it will require additional resources to complete said projects. During prior years, projects have leveraged other sources.

**Description of how match requirements will be satisfied**

There are no match requirements for CDBG funding under the Entitlement Program.

**If appropriate, describe the publicly owned land or property within the jurisdiction that may be used to address the needs identified in the plan**

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts), and Neighborhood Recreational Improvements (i.e. parks, playgrounds) will likely occur on publicly-owned land. Specifically, the publicly-owned rights-of-way and parks will be used to address the needs identified in this plan.

**Anticipated Resources**

A summary of anticipated resources for the CDBG Entitlement and Housing Choice Voucher (HCV) Programs is shown in the table below.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Infrastructure Development, Community and Economic Development Efforts, Public Service Improvements, Neighborhood Improvements, Demolition/Clearance, Neighborhood Access, Acquisition, Planning and Administration	\$253,085	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$1,012,340 (Estimated)	
CDBG-CV	Public/Federal	Housing Rehab and Repair, Agency Assistance, and Planning and Administration	\$160,662	\$0	\$0	\$160,662	\$0	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

Table 15 – Anticipated Resource

**SP-40: Institutional Delivery Structure 91.215(k)**

<b>Responsible Entity</b>	<b>Responsible Entity Type</b>	<b>Role</b>	<b>Geographic Area Served</b>
City of Cedar Falls	Government	Economic Development, Homelessness, Non-Homeless Special Needs, Homeownership programs and improvements, Neighborhood Improvements, Public Facilities, Public Services, Demolition/Clearance, Planning and Administration	Jurisdiction
Iowa Northland Regional Council of Governments	Contractor	Public Administrative Contractor	Jurisdiction

**Table 16 - Institutional Delivery Structure**

**Strengths and gaps in the delivery system; how to overcome gaps**

The strengths in the delivery system include the use of another experienced local public sector entity, INRCOG, to help the City of Cedar Falls implement their program. Further, working with the City of Waterloo has brought experience to this process. Together, both entities will help to improve the effectiveness of the program for the City and its residents



**Availability of services targeted to homeless persons and persons with HIV and mainstream services**

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
<b>Homelessness Prevention Services</b>			
Counseling/Advocacy	X	X	X
Legal Assistance	X		X
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
<b>Street Outreach Services</b>			
Law Enforcement	X	X	
Mobile Clinics			
Other Street Outreach Services	X	X	
<b>Supportive Services</b>			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X		
Employment and Employment Training	X	X	
Healthcare	X	X	
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
<b>Other</b>			

**Table 17 - Homeless Prevention Services Summary**

**Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)**

As noted above, the City supports several agencies that address the needs of those persons that are homeless. Also, the City is participating in the Black Hawk County Local Homeless Coordinating Board (LHCB). Finally, the Cedar Falls Section 8 Program (may also be known as the Low Rent Housing Agency or Cedar Falls Housing Authority) reduces the potential for homelessness by providing rent assistance in the form of Housing Choice Vouchers.

**Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above**

The strengths regarding the current delivery system is that the City is financially supporting service providers that can accommodate special needs populations using their expertise and facilities, thus preventing duplication of services in the community. An additional strength is the sheer number of agencies, organization, and entities that can offer services to the community. Gaps include those caused by funding limitations and an apparent lack of service education for residents and provider coordination.

**Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs**

The Cedar Falls Housing Commission and City staff will continue to work to provide strategies that minimize gaps in the service delivery system. As noted, the city works with multiple non-profit and private organizations to address a host of housing and non-housing community development needs and issues. The City, at this point, is planning to continue to fund agencies, as is practicable. Further, the City has discussed continuing the conversation between local government and the agencies, organizations, and entities that participated in the public input process within this plan.

**SP-45 Goals 91.215(a)(4)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Existing Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$172,500 \$272,500	Homeowner Housing Rehabilitated or Repaired: 11 14 Household Housing Units
2	Maintain Existing Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$201,820	Rental Housing Rehabilitated or Repaired: 6 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide and LMI Area Benefit	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$51,750	Apply Code requirements to residential units in LMI Areas: 375 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: \$189,800 \$221,932	Public Service Activities Other than LMI Housing Benefit: 20,000 22,200 persons assisted Homeless person overnight shelter: 200 persons assisted
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development	CDBG: \$414,480	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 540 persons assisted
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$52,420	Public Service Activities Other than LMI Housing Benefit: 1,000 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$133,499	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 95 persons assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$158,120	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 405 persons assisted
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$10,000	Buildings Demolished: 2 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: <del>\$253,075</del> \$281,605	Not Applicable

**Table 18 – Goals Summary**

## Goal Descriptions

1	<b>Goal Name</b>	<b>Maintain Existing Affordable Housing: Owner Occupied Units</b>
	<b>Goal Description</b>	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 1</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons</li> </ul>
2	<b>Goal Name</b>	<b>Maintain Existing Affordable Housing: Renter Occupied Units</b>
	<b>Goal Description</b>	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 1</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons</li> </ul>
3	<b>Goal Name</b>	<b>Preserve Existing Affordable Housing through Code Enforcement</b>
	<b>Goal Description</b>	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	<b>Plan Reference</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 1</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.</li> </ul>
	<b>National Objectives</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons</li> </ul>
4	<b>Goal Name</b>	<b>Prevent Homelessness Through Support of Agencies and Organizations</b>
	<b>Goal Description</b>	Continue supporting agencies providing homeless services, including sheltering, in the community as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objectives 1 and 3</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele</li> </ul>
5	<b>Goal Name</b>	<b>Neighborhood Infrastructure Improvements</b>
	<b>Goal Description</b>	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, drainage, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 2</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons</li> </ul>
6	<b>Goal Name</b>	<b>Provide Access to Transportation Services</b>
	<b>Goal Description</b>	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 1 and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons</li> </ul>
<b>7</b>	<b>Goal Name</b>	<b>Neighborhood Accessibility Improvements</b>
	<b>Goal Description</b>	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau. This will be accomplished by infilling pedestrian improvements that will allow LMI residents connectivity to services, businesses, employment, recreational, and educational opportunities.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 2 and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons</li> </ul>
<b>8</b>	<b>Goal Name</b>	<b>Neighborhood Recreational Amenities</b>
	<b>Goal Description</b>	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living parks in LMI areas of the community.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 2 and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons</li> </ul>
<b>9</b>	<b>Goal Name</b>	<b>Conduct Demolition and Clearance Activities</b>
	<b>Goal Description</b>	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objective 2</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons</li> <li>• Aid in the prevention or elimination of slums or blight</li> </ul>
<b>10</b>	<b>Goal Name</b>	<b>CDBG Planning and Administration</b>
	<b>Goal Description</b>	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 1, 2, 3, and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons</li> <li>• Aid in the prevention or elimination of slums or blight</li> </ul>

**Table 19 – Goal Descriptions**

**SP-45: Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)**

The City estimates it will assist ~~seventeen (17)~~ **twenty (20)** households with affordable housing under this Strategic Plan.

**SP-50: Public Housing Accessibility and Involvement 91.215(c)**

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Consolidated Planning process did not include evaluation of the needs of public housing, attempt to increase engagement of public housing residents in the process, or address any “troubled” public housing agencies.

**Encourage public housing residents to become more involved in management and participation in homeownership**

Because there is no public housing, further involvement of residents was not part of this planning process.

**Is Public Housing considered troubled in the jurisdiction**

Again, because there is no public housing, there are no units or facilities considered “troubled” in the community

**SP-55: Barriers to Affordable Housing 91.215(h)**

Currently, the need for quality, affordable housing is outpacing 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 for affordable housing.

Two public policy issues were raised during the planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City announced it was planning to update its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This may promote more dense development, which could help to preserve affordability, that is design-based, as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements (i.e. height, setbacks, yard area).

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 relatively 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, 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 which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. 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. Said

housing may be marketed at workforce housing as opposed to being labeled affordable. 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. Further, the City's Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1<sup>st</sup> Street and 7<sup>th</sup> Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either "flat" or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property's market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property's market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

With that said, 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). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. 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 the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

**Strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing, as identified in the Needs Assessment strategy**

The City has reviewed the previously-discussed parking regulation several times since adoption. Knowing that hard-surfacing is an economic impact, the rental ordinance phased it in over six years. All hard-surfacing in rental unit driveways and parking areas will be completed by 2021. In addition, it appears likely the City's current zoning ordinance may undergo significant changes that may better serve affordable housing. Further, the City will continue to study its Housing Choice Voucher program and effectiveness of how to best manage the program for participants. Finally, the City will work with developers to identify possible areas or projects that could include affordable housing units, as part of developing a Housing Needs Assessment for the community.

**SP-60: Homelessness Strategy 91.215(d)**

Homelessness is monitored as part of the Continuum of Care (CoC) model, as implemented through the Black Hawk County Local Homeless Coordinating Board, which is comprised of public and private sector representatives, including local governments and non-profit organizations, schools, faith-based organizations, and service and advocacy agencies. Several CoC providers took part in the focus group sessions described in this plan.

With that said, the City of Cedar Falls also allocates the maximum allowable CDBG dollars for distribution to several agencies, as has been noted. As part of those allocations, the City conducts a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services they are able to offer to the City. Homelessness, prevention and avoidance of homelessness, is the overarching reason for providing CDBG funds to the selected



agencies. After award, but during the award year, the City then visits each agency to perform a monitoring of the services being offered to Cedar Falls residents. These monitoring visits are quite helpful for the City, insomuch, as they provide an opportunity for staff to become aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend the City’s Housing Commission Meetings to discuss their program; offer insight regarding the needs, particularly those that are unmet, of Cedar Falls residents; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City has been funding an agency, the Salvation Army, for part of their operational expenses related to operating two homeless shelters. Second, the City funds two agencies such that they may offer specific training and education that may affect a household’s housing situation, by hopefully offering resources regarding financial management, abuse, and family relationships. Examples include Consumer Credit Counseling and Family and Children’s Council. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling through two agencies, the Visiting Nurses Association and Pathways Behavioral, Incorporated. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the Northeast Iowa Food Bank and Food Pantry. As was expected, resident needs outpaced the amount of funding the City was able to offer the agencies through the CDBG program alone. Nevertheless, the City intends to continue funding agencies that offer ancillary services to its residents with the goal of preventing or minimizing homelessness.

**Strategy for reducing and ending homelessness through reaching-out to homeless persons, particularly those unsheltered persons) and assessing their individual need**

Needs of the homeless are identified through 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 Salvation Army and Northeast Iowa Food Bank have provided services directly to persons that may be homeless or in danger of becoming 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.

**Strategy for reducing and ending homelessness through emergency shelter and transitional housing needs of homeless persons**

The City of Cedar Falls uses CDBG funds to address homelessness through funding of agency shelters, most recently the Salvation Army Women's and Children’s Shelter, as well as five other agencies that indirectly affect homelessness. The Shelter used the funds provided during this past year to finance rehabilitation work to the shelter itself. The shelter also provides services to assist the women in finding employment and permanent housing, as well as offers emergency assistance to those persons affected by disasters.

**Strategy for reducing and ending homelessness through helping homeless persons that could make the transition to permanent housing and independent living, including shortening the length of time homelessness is experienced; homeless relapse prevention**

The City will work with an agency that will offer shelter for persons in need, most notably those persons that may be homeless. For example, the Salvation Army Shelter 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, as well.

**Strategy for reducing and ending homelessness after being discharged from publicly funded institutions and systems of care; addressing housing, health, social services, employment, education, or youth needs.**

In order to prevent homelessness, the City will participate in the Black Hawk County Local Homeless Coordinating Board, as well as address other systems of care. Again, the City of Cedar Falls has provided awards to six agencies

that offer services to residents. By doing so, the cost of these services is paid by the City, as opposed to residents, which in turn, helps stretch the budgets of served persons and prevent or minimize the threat of becoming homeless. Furthermore, these paid services assist those households that may spend 50 percent or more of their budget on housing expenses, which may threaten housing status or the immediate and/or basic needs of the assisted household. As an aside, any agencies funded will be classified as serving LMI Limited Clientele populations.

CDBG funds are used to fund home healthcare to low income elderly and disabled residents. These services allow medically needy residents to remain in their homes even when assisted living is required. Funds are also provided for providing counseling services to families and youth. Also, on provider has a Parent Connection Program that provides parent education, social support and access to community resources through trained staff that meet weekly for a minimum of ninety minutes. In addition, substance abuse treatment is offered, through a contracting agency, by the City for persons in need, and the regional food bank provides foodstuff for households in need of nutrition. Finally, as indicated above, the City intends to consider funding financial literacy and household budgeting courses and assistance, as well as financial management services, to residents.

#### **SP-65: Lead-Based Paint Hazards 91.215(i)**

##### **Actions to address lead-based paint hazards and increased access to housing without lead-based hazards**

The Iowa Northland Regional Council of Governments directly, or through its 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 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 impacted by lead, as well as for addressing lead hazards such that units can be considered safe.

##### **Actions to address how lead-based hazard are related to the extent of lead poisoning and hazards**

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 units built prior to 1978 are assessed for lead hazards.

##### **How will the plan for reduction of lead-based hazards be integrated into housing policies and programs?**

As noted above, lead-based hazard reduction measures are included in all housing rehabilitation projects, the Housing Choice Voucher program, specifically in actions and budgets. These efforts will continue during the lifespan of this plan.

#### **SP-70: Anti-Poverty Strategy 91.215(j)**

##### **Goals, program and policies for reducing the number of poverty-level families**

The City of Cedar Falls is interested in retaining as well as improving the abilities of its workforce, which includes encouraging job skill development, job training, education, and other program opportunities that may arise, as a means of supporting self-sufficiency and reducing poverty. This includes working with its local businesses and industries and economic development professionals to do so. In addition, the City will work with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency

food and shelter.

**Goals, program and policies for producing and preserving affordable housing will be coordinated with other programs designed to serve persons at the poverty level**

The City staff, and/or their contractor(s), will be tasked to coordinate the services provided under the CDBG Entitlement, HOME, and Housing Choice Vouchers Programs with other programs designed to serve persons at the poverty level. Specifically, the City is hoping to develop a forum that would include the public sector and the agencies offering services to the community, which would be designed as a continuation of the discussions that occurred during the focus group meetings that were part of this planning effort.

Community outreach is key in enhancing coordination between public and private housing and social service agencies. INRCOG staff, which helps the City manage the CDBG Entitlement Program, attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

**SP-80: Monitoring 91.230**

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

The City of Cedar Falls uses 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 this plan and the Analysis of Fair Housing as the foundations and impetus for actions taken and implemented using CDBG funding in the community. In short, expenditure of funds will be consistent with the goals outlined in both planning documents.

All direct housing rehabilitation and repair projects will be conducted according to prescribed requirements, including written applications, income verifications, procurement, contracting, inspections, and closeout procedures. Only low-to-moderate income households will be assisted.

Any agencies receiving funding will be required to compete for funds, develop eligible proposals, provide quarterly reports, and be monitored for compliance and effectiveness. The City of Cedar Falls intends to continue working with public service agencies and nonprofit organizations to ensure it is reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents. Low-and-moderate income limited clientele services will be assisted, as is allowed.

City-directed projects will be implemented according to CDBG eligibility, monitoring, and reporting requirements. This will include all neighborhood projects, the scope of which shall be limited to low-and-moderate income areas, as defined by the US Census Bureau.

Finally, the Housing Commission and City Council will review and approve this Consolidated Plan, each Annual Action Plan adopted under this Consolidated Plan, as well as each 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.

All CDBG funds expended will be 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 inspections processes as well.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM Administration Division

**TO:** Mayor Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development  
**DATE:** May 21, 2020  
**SUBJECT:** Hold Public Hearing: Community Development Block Grant & HOME Programs - Substantial Amendment to FFY19 Annual Action Plan

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to coronavirus. Cedar Falls is receiving \$160,662 for CDBG-CV. HUD requires the funds to be allocated to activities/program areas in an Annual Action Plan. Staff proposes amending our currently active plan, FFY19 Annual Action Plan. This is the most expeditious method to then receive the funds and distribute them.

Staff recommends utilizing activities in our recently adopted, HUD-approved 5-year Consolidated Plan. Below is a summary of the recommended amendment.

<b>Activity</b>	<b>FFY2019 AAP</b> (currently approved)	<b>CARES Act</b> (proposed amendment)		<b>Total</b>
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$16,500	\$100,000	62%	\$116,500
Prevent Homelessness Through Agency and Organizational Support (Service Agencies)	\$37,960	\$32,132	20%	\$70,092
CDBG Planning and Administration	\$50,615	\$28,530	18%	\$79,145
<b>Total</b>	<b>\$105,075</b>	<b>\$160,662</b>	<b>100%</b>	<b>\$265,737</b>

HUD has encouraged added funding to Service Agencies and lifted the normal 15% cap of CDBG funds toward this area. Staff recommends 20% toward Service Agencies since HUD has also advised that funding operating costs would not be eligible, as this may create a duplication of benefits under the CARES Act funds.

It is recommended a majority of the funds be allocated toward rehabilitation or repair projects, where Cedar Falls could see tangible benefits in supporting low- and moderate-income households that may have experienced a direct impact to their income due to Coronavirus. We would encourage income-eligible home owners with outdoor repairs or maintenance to their home or garage to apply. Examples of projects are needs related to safety and necessary maintenance to a home such as roof replacement, exterior painting, siding, deck/porch work, AC/furnace replacement. Projects can range from \$5,000-20,000 and require the work of a contractor. Ensuring a link to coronavirus is critical for this activity, therefore requests will be evaluated on urgency of need and COVID-19 link, rather than first-come, first-serve.

Finally, to implement the added activities, there has been and will continue to be added City staff time. INRCOG has also been instrumental in fulfilling administrative operations for CDBG. Therefore, a contract amendment with INRCOG is proposed as a separate agenda item. The administrative functions include amendments to the plans (with public hearings), HUD notices and reports, processing contract amendments for Service Agencies, and program management.

Attached is the amended Annual Action Plan FFY19. Amendments are highlighted in yellow. Since providing a draft at the time of setting the public hearing, several dates were inputted on the cover page and reduced steps with Housing Commission occurred, per relaxation of the rules from HUD.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the City's mission.

Staff recommends approval of the substantial amendment to FFY19 Annual Action Plan and submitting it to HUD.

Please contact me with any questions. Thank you.

Attachments: Annual Action Plan FFY19



CITY OF CEDAR FALLS, IOWA  
CDBG ENTITLEMENT PROGRAM  
FEDERAL FISCAL YEAR 2019 (CITY FISCAL YEAR 2020) ANNUAL ACTION PLAN-**AMENDMENT**

**PRELIMINARY DRAFT FOR REVIEW (5/11/2020), DATES ADDED 5/21/2020**

COMMENT PERIOD PUBLICATION (5-day public comment period, per Citizen Participation Plan):  
Waterloo-Cedar Falls Courier; **May 22, 2020**

HOUSING COMMISSION (PUBLIC) MEETINGS ON:  
**May 19, 2020**

CITY COUNCIL (PUBLIC) MEETINGS ON:  
**May 18<sup>th</sup>, 2020** (Council sets public hearing for **June 1<sup>st</sup>, 2020**)  
**June 1<sup>st</sup>, 2020** (Adoption) (After a properly-noticed public hearing was conducted)  
Publication: Waterloo-Cedar Falls Courier; **May 22, 2020**

**AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)**

**Introduction**

The City of Cedar Falls anticipates receiving an allocation of \$253,085 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2019. There are no match requirements for either CDBG under the Entitlement Program or HCV funding.

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Infrastructure Development, Community and Economic Development Efforts, Public Service Improvements, Demolition/Clearance, Neighborhood Access, Neighborhood Improvements, Acquisition, Planning and Administration	\$253,085	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$1,012,340 (Estimated)	
CDBG-CV	Public/Federal	Housing Rehab and Repair, Agency Assistance, Planning and Administration	\$160,662	\$0	\$0	\$160,662	\$0	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

**Table 1 – Goals Summary**

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

CDBG funds will be used to provide rehabilitation and repair grants for single family homeowners. Also, CDBG funds, awarded to agencies, will be used in



conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Code Enforcement, Neighborhood Infrastructure Improvements, Neighborhood Accessibility Improvements, and Neighborhood Recreational Improvements, and transportation services or amenities in low-to-moderate income areas of the community.

**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Goals, and the activities under each goal, that are categorized as Neighborhood Infrastructure Improvements (i.e. sanitary sewer, water, drainage), Neighborhood Accessibility Improvements (i.e. sidewalks, trails, curb cuts), and Neighborhood Recreational Improvements (i.e. parks, playgrounds) will likely occur on publicly-owned land. Specifically, the publicly-owned rights-of-way and parks will be used to address the needs identified in this plan.

## Annual Goals and Objectives

## AP-20 Annual Goals and Objectives - 91.220(c)(3)&amp;(e)

## Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: <del>\$16,500</del> \$116,500	Homeowner Housing Rehabilitated or Repaired: 36 Household Housing Units
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$101,320	Rental Housing Rehabilitated or Repaired: 3 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$10,000	Apply Code requirements to residential units in LMI Areas: 75 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: <del>\$37,960</del> \$70,092	Public Service Activities Other than LMI Housing Benefit: 4,040 6,000 persons assisted Homeless person overnight shelter: 40 persons assisted
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$251,820	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 375 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$106,909	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 80 persons assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$50,000	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 135 persons assisted
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: <del>\$50,615</del> \$79,145	Not Applicable

Table 2 – Goals Summary

**AP-35 Projects - 91.220(d)**

**Introduction**

The projects chosen for funding allocation all serve a purpose in efforts to prevent homelessness, preserve the current housing stock of affordable homes in the area and provide services that are essential to keeping residents in their homes. These programs were designated to improve the housing stock, prevent homelessness and improve areas that meet the national objective in the community. Funds will be utilized in an efficient manner and serve those with the greatest need.

#	Project Name
1	Single-Family Owner-Occupied Rehabilitation
2	Rental Housing Rehabilitation
3	Code Enforcement
4	Agency and Organization Support
5	Neighborhood Infrastructure Improvements
6	Provide Access to Transportation Service
7	Neighborhood Accessibility Improvements
8	Neighborhood Recreational Amenities
9	Demolition and Clearance
10	CDBG Planning and Administration

**Table 3 – Project Information**

**Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

In order to serve Cedar Falls residents, funding will be allocated toward making housing more affordable, preserving existing affordable housing stock, increasing affordable housing, supporting low-to-moderate income neighborhood investment, and assisting citizens with accessing services. Funding will be focused on meeting two National CDBG Objectives, assisting low-to-moderate income persons and eliminating slum and blight in the community.

The primary barrier for assisted households is, and has been, the price of housing. Further, the resources available for the program outlined in this plan have been static, or even declining in some years. Conversely, the regulations and requirements associated with funded projects have increased along with administrative expenditures

## Project Summary Information

1	<b>Project Name</b>	<b>Single-Family Owner-Occupied Home Rehabilitation</b>
	<b>Target Area</b>	City of Cedar Falls (Citywide)
	<b>Goals Supported</b>	Maintain Existing Affordable Housing: Owner Occupied Units
	<b>Needs Addressed</b>	Maintain Affordable Housing
	<b>Funding Target</b>	CDBG: <del>\$16,500</del> \$116,500 (Estimated)
	<b>Description</b>	Rehabilitation of Owner Occupied Units; LMI Households
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 36 households will benefit from the CDBG Rehabilitation Program
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons	
2	<b>Project Name</b>	<b>Rental Housing Rehabilitation</b>
	<b>Target Area</b>	City of Cedar Falls (Citywide)
	<b>Goals Supported</b>	Maintain Existing Affordable Housing: Renter Occupied Units
	<b>Needs Addressed</b>	Maintain Affordable Housing; Ensure Fair Housing for Residents
	<b>Funding Target</b>	\$101,320 (Estimated)
	<b>Description</b>	Repair of Renter Occupied Units; LMI Households
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Approximately 3 households will benefit from this limited CDBG Rehabilitation Program
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Eligible activities expected to be conducted include (but not limited to) repair or replacement of the mechanical systems, roofs, doors, foundations, structural repair, wall and attic insulation, interior wall panels, windows and siding.
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons	
3	<b>Project Name</b>	<b>Code Enforcement</b>
	<b>Target Area</b>	City of Cedar Falls; LMI Areas
	<b>Goals Supported</b>	Preserve Affordable Housing Through Code Enforcement
	<b>Needs Addressed</b>	Maintain Existing Affordable Housing
	<b>Funding Target</b>	CDBG: \$10,000 (Estimated)
	<b>Description</b>	Funds will be used to pay for code enforcement services provided to LMI areas.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 75 households in Cedar Falls.
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	City staff inspection services for persons in LMI Areas in the community
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons and/or areas	

4	<b>Project Name</b>	<b>Agency and Organization Support</b>
	<b>Target Area</b>	City of Cedar Falls; LMI Limited Clientele
	<b>Goals Supported</b>	Prevent Homelessness Through Support of Agencies and Organizations
	<b>Needs Addressed</b>	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children’s Services
	<b>Funding Target</b>	CDBG: <del>\$37,960</del> \$70,092 (Estimated)
	<b>Description</b>	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children’s, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 4,040 6,000 persons in the Cedar Falls area.
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons; Limited Clientele	
5	<b>Project Name</b>	<b>Neighborhood Infrastructure Improvements</b>
	<b>Target Area</b>	City of Cedar Falls LMI Areas
	<b>Goals Supported</b>	Neighborhood Infrastructure Improvements
	<b>Needs Addressed</b>	Promote Infrastructure Development
	<b>Funding Target</b>	CDBG: \$251,820 (Estimated)
	<b>Description</b>	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 375 persons in the Cedar Falls area.
	<b>Location Description</b>	LMI Areas
	<b>Planned Activities</b>	Line sanitary sewer lines to residential units located in LMI areas in the community
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons and/or areas	
6	<b>Project Name</b>	<b>Provide Access to Transportation Services</b>
	<b>Target Area</b>	City of Cedar Falls (Citywide); LMI Areas
	<b>Goals Supported</b>	Provide Access to Transportation Services
	<b>Needs Addressed</b>	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	<b>Funding Target</b>	CDBG: \$0 (Estimated)
	<b>Description</b>	Provide access to transit services for LMI households in the community
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 0 people in the Cedar Falls area.
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

	<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons and/or areas
7	<b>Project Name</b>	<b>Neighborhood Accessibility Improvements</b>
	<b>Target Area</b>	City of Cedar Falls LMI Areas
	<b>Goals Supported</b>	Neighborhood Accessibility Improvements
	<b>Needs Addressed</b>	Promote Neighborhood Development
	<b>Funding Target</b>	CDBG: \$106,909 (Estimated)
	<b>Description</b>	Infill sidewalk and trail gaps in LMI areas in the community
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 80 persons in the Cedar Falls area.
	<b>Location Description</b>	LMI Areas
	<b>Planned Activities</b>	This will be accomplished by infilling pedestrian improvements that will connect LMI households to service agencies, organizations, educational, recreational facilities, and employment opportunities and centers. Projects will be completed in residential neighborhoods using sidewalk, curb cuts/ADA ramps, and trails in LMI areas.
	<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons and/or areas
8	<b>Project Name</b>	<b>Neighborhood Recreational Amenities</b>
	<b>Target Area</b>	City of Cedar Falls LMI Areas
	<b>Goals Supported</b>	Neighborhood Recreational Amenities
	<b>Needs Addressed</b>	Promote Neighborhood Development
	<b>Funding Target</b>	CDBG: \$50,000 (Estimated)
	<b>Description</b>	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public property in LMI areas of the community
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 500 persons in the Cedar Falls area.
	<b>Location Description</b>	LMI Areas
	<b>Planned Activities</b>	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons and/or areas
9	<b>Project Name</b>	<b>Demolition and Clearance</b>
	<b>Target Area</b>	City of Cedar Falls LMI Areas
	<b>Goals Supported</b>	Demolition and Clearance
	<b>Needs Addressed</b>	Conduct Demolition and Clearance Activities
	<b>Funding Target</b>	CDBG: \$0 (Estimated)
	<b>Description</b>	The funds will be used to prevent slum and blight throughout the Cedar Falls City limits by demolishing and clearing dilapidated buildings and structures in the community
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Demolition of approximately 0 dilapidated units in the City
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	<b>Planned Activities</b>	Demolish approximately 0 dilapidated units within the City
	<b>CDBG National Objectives</b>	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
<b>10</b>	<b>Project Name</b>	<b>CDBG Planning and Administration</b>
	<b>Target Area</b>	City of Cedar Falls (Citywide)
	<b>Goals Supported</b>	All of the AAP goals are supported by this function or activity
	<b>Needs Addressed</b>	Provide Effective Planning and Administration
	<b>Funding Target</b>	CDBG: <del>\$50,615</del> <b>\$79,145</b> (Estimated)
	<b>Description</b>	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not Applicable
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Administrative and planning activities, associated with the CDBG program
	<b>CDBG National Objectives</b>	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

**Table 4 – Project Summary**



**AP-50 Geographic Distribution - 91.220(f)**

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

Our programs will serve Low-Moderate Income (LMI) households, LMI Limited Clientele agencies or organizations, or serve LMI areas, as defined by the Census Bureau and HUD. CDBG funding is used throughout the City of Cedar Falls as well as for purchasing services from a limited number of agencies that may not be located in Cedar Falls, but which will provide services to Cedar Falls residents.

**Geographic Distribution**

Target Area	Percentage of Funds
City of Cedar Falls and/or its Residents	100%

**Table 5 – Geographic Distribution**

**Rationale for the priorities for allocating investments geographically**

As noted above, the City will only assist individual LMI households under activities 1, 2, and 6, and it plans to fund agencies serving LMI households or offering LMI Limited Clientele, as is allowed annually under activity 4. Also, it plans to use funds to benefit LMI areas within the community for activities 3, 5, 7, 8, and 9 shown above. To that end, there are currently 7 census tracts with 8 block groups that have an LMI percentage of 51 percent or greater (ACS 2011-2015). Specifically, Census tract 2200 block group 2 and 3; tract 2301 block group 3; tract 2303 block group 1; tract 2304 block group 2; tract 2500 block group 3; tract 2603 block group 4; and tract 2604 block group 5. These areas may receive funding assistance for improving infrastructure, transportation connectivity, and park and recreational amenities and services.

**Discussion**

The qualifying block groups are scattered throughout the community, and the City does intend to use CDBG funding to support LMI-specific areas. Most of the agency or family support programs funded through CDBG and these programs are based on an individual household LMI determination or on a Limited Clientele basis. Rehabilitation programs, and those benefitting a specific household, will require participants to meet LMI income guidelines.

The City was unable to amend the table in this section. With that said, for the life of this Annual Action Plan, the City has projected that it will expend 19 percent of its budget on specific low-and-moderate income households under its homeowner and rental rehabilitation programs citywide, while planning to expend 67 percent of its overall budget for LMI area benefit projects. Public service support citywide is projected to be six percent and planning and administration eight percent.

## AP-55 Affordable Housing Goals – 91.220(g)

**Goals:** The following goals were established in this Action Plan for CDBG Use in the City.

1	<b>Goal Name</b>	<b>Maintain Existing Affordable Housing: Owner Occupied Units</b>
	<b>Goal Description</b>	Continue to provide housing grants for rehabilitation, repair, accessibility and structural hazard removal grants to eligible low-and-moderate income households in order to preserve owner-occupied single-family housing stock.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 1</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons</li> </ul>
2	<b>Goal Name</b>	<b>Maintain Existing Affordable Housing: Renter Occupied Units</b>
	<b>Goal Description</b>	Create housing grants for rehabilitation, repair, accessibility, and structural hazard removal grants to eligible low-and-moderate income households in order to preserve renter-occupied housing stock.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 1</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons</li> </ul>
3	<b>Goal Name</b>	<b>Preserve Existing Affordable Housing through Code Enforcement</b>
	<b>Goal Description</b>	Working with the Elected Officials, Housing Commission, and Staff, continue to equitably enforce municipal code provisions that affect the safety of housing conditions, including property and rental inspections, municipal infractions, and building and structural codes (i.e. fire, mechanical, plumbing, electrical codes). Associated expenses in low-and-moderate income areas would benefit from implementing this goal.
	<b>Plan Reference</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 1</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.</li> </ul>
	<b>National Objectives</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons and/or areas</li> </ul>
4	<b>Goal Name</b>	<b>Prevent Homelessness Through Support of Agencies and Organizations</b>
	<b>Goal Description</b>	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objectives 1 and 3</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele</li> </ul>
5	<b>Goal Name</b>	<b>Neighborhood Infrastructure Improvements</b>
	<b>Goal Description</b>	This goal provides for funding of infrastructure projects including street, water, sanitary sewer, stormwater management, and other projects in specific neighborhoods qualifying as low-and-moderate income areas.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>Consolidated Plan Objective 2</li> <li>Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>Benefit to low-and-moderate income (LMI) persons and/or areas</li> </ul>
6	<b>Goal Name</b>	<b>Provide Access to Transportation Services</b>
	<b>Goal Description</b>	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 1 and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons and/or areas</li> </ul>
7	<b>Goal Name</b>	<b>Neighborhood Accessibility Improvements</b>
	<b>Goal Description</b>	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 2 and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons and/or areas</li> </ul>
8	<b>Goal Name</b>	<b>Neighborhood Recreational Amenities</b>
	<b>Goal Description</b>	Provide funds for increasing access to healthy lifestyles and educational advancement related to parks, recreation, trees, and active living parks in LMI areas of the community.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 2 and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons and/or areas</li> </ul>
9	<b>Goal Name</b>	<b>Conduct Demolition and Clearance Activities</b>
	<b>Goal Description</b>	The primary purpose of this project is the demolition and clearance of dilapidated structures, thus eliminating specific conditions of blight or physical decay on a local basis. Individual demolition/clearance activities will be subject to CDBG eligibility verification.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objective 2</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons and/or areas</li> <li>• Aid in the prevention or elimination of slums or blight</li> </ul>
10	<b>Goal Name</b>	<b>CDBG Planning and Administration</b>
	<b>Goal Description</b>	Provide CDBG Administrative Services, by city staff or contractors assisting city staff. The program provides effective planning and administration for CDBG programs that benefit low-and-moderate income areas and households in the community.
	<b>Plan References</b>	<ul style="list-style-type: none"> <li>• Consolidated Plan Objectives 1, 2, 3, and 4</li> <li>• Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.</li> </ul>
	<b>National Objective</b>	<ul style="list-style-type: none"> <li>• Benefit to low-and-moderate income (LMI) persons and/or areas</li> <li>• Aid in the prevention or elimination of slums or blight</li> </ul>

Table 6 – Goal Description

**AP-60 Public Housing – 91.220(h)**

The City of Cedar Falls does not own or manage public housing facilities, nor are there any located in the community, and therefore, this Action Planning process did not include evaluation of the needs of public housing, increasing engagement of public housing residents in the process, or addressing a “troubled” public housing agency.

**AP-65 Homeless and Other Special Need Activities – 91.220(i)**

To address homeless and special needs populations, the City of Cedar Falls uses the maximum allowable dollars for distribution to several agencies, as has been noted. The allocation process includes a formal Request for Proposals (RFP) process, whereby prospective agencies outline the services that they can offer to the City. The City conducts onsite monitoring visits to each agency receiving funds. These monitoring visits help ensure that quality services are being delivered while providing an opportunity for staff to become more aware of the service details, needs, and impacts. Finally, the awarded agencies from the prior year are given an opportunity to attend a City Housing Commission Meeting to discuss their program; offer insight regarding needs, particularly those that are unmet; and assuring the City that the CDBG funds are having a positive impact on its residents.

The City addresses homelessness and special needs in the following ways. First, the City funds agencies where expenses relate to operating homeless shelters (Salvation Army in prior years). Second, the City also funds agencies such that they may offer specific training and education that may affect a household’s needs, by hopefully offering resources regarding financial management, abuse, and family relationships, credit counseling and Family and Children’s Council. Third, the City offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling. Finally, the City, using its CDBG funds, hopes to address hunger and nutritional needs by funding the regional food bank. As is generally expected, resident needs outpace the amount of funding the City is able to offer the agencies through the CDBG program alone.

**AP-70: HOPWA Goals – 91.220(l)(3)**

The City of Cedar Falls is not a HOPWA recipient.

**AP-75 Barriers to Affordable Housing – 91.220(j)**

Currently, the need for quality, affordable housing is outpacing 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 for affordable housing.

Two public policy issues were raised during the planning process, parking paving requirements for rental properties and the inability of the current zoning ordinance to effectively address growth that includes mixing of uses, increased development densities, and market pressures in fast-growing areas of the community (i.e. Main Street). Regarding the paving requirement, since adoption of the ordinance in February 2015, the City has reviewed the requirement three separate times. The cost impact of this policy has been part of that discussion, particularly a concern about hard-surfacing gravel driveways of existing single-unit rental homes, whereas, the drive of an existing single-unit owner-occupied unit may remain gravel. CDBG funds could be used to assist qualifying properties comply with the requirement. Also, recently, the City announced it was planning to update its existing zoning ordinance, with the idea that it may choose to include both form-based and conventional zoning provisions for specific parts of the community. This may promote more dense development, which could help to preserve affordability, that is design-based, as opposed to being impacted exclusively by conventional zoning requirements, which focus on use and bulk requirements (i.e. height, setbacks, yard area).

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 relatively 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, 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 which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. 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. Said housing may be marketed at workforce housing as opposed to being labeled affordable. 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. Further, the City’s Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1<sup>st</sup> Street and 7<sup>th</sup> Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either “flat” or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property’s market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property’s market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

With that said, 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). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. 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 the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

## **AP-85 Other Actions - 91.220(k)**

### **Introduction**

The City of Cedar Falls is able to address obstacles to meeting the underserved needs through networking with public service agencies and nonprofit organizations to prevent homelessness and provide affordable housing to Cedar Falls residents. Also, the City is working to maintain the affordable housing stock in the area and provide decent and safe conditions to its residents.

### **Actions planned to address obstacles to meeting underserved needs**

The City of Cedar Falls will continue to work with public service agencies and nonprofit organizations to ensure we are reaching the goal of assisting residents with the greatest need. In addition, we will work with code enforcement and other departments to identify potential at-risk residents. Declining resources have been a key impediment to addressing needs. By networking with other agencies, we can combine multiple funding sources to provide more services to low-and-moderate income residents.

### **Actions planned to foster and maintain affordable housing**

Cedar Falls continues to work to foster and maintain affordable housing. The Housing Rehabilitation and Repair Programs assist qualified homeowners with substantial home rehabilitation or repairs to existing units. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. In addition, the City offers reduced refuse, sewer and storm water fees to households below the 50% income guidelines. This is accomplished by the City using its general funds to assist, which in-turn lowers the cost of housing.

### **Actions planned to reduce lead-based paint hazards**

The Iowa Northland Regional Council of Governments directly, or through its subcontractor, provides lead risk assessment and completes lead-based paint clearance testing on the housing rehabilitation projects in Cedar Falls. The City will continue to work with local, county, regional and other government agencies to achieve lead safe homes. The city provides "Protect Your Family from Lead in Your Home" brochure to educate CDBG applicants about the dangers of lead in the home.

### **Actions planned to develop institutional structure**

The City, including Community Development Department and its Section 8 Housing Choice Voucher Program (which may also be known as the Cedar Falls Low Rent Housing Agency or Cedar Falls Housing Authority), and their contractor, the Iowa Northland Regional Council of Governments will work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also work to close the housing delivery gap between public and non-public organizations in the community. Said organizations will also address the gap that exists with regard to private housing industry participation in developing the City's institutional structure. Specifically, the Section 8 Housing Choice Voucher Program will work with private industry to increase and maintain affordable housing stock for low-to-moderate income households. Through experience, participation in local, regional (PHA Director Association), state (Iowa NAHRO, Iowa Association of Housing Officials), and national (NAHRO, American Planning Association) housing and planning organizations, educational opportunities, and peer-to-peer exchanges with other CDBG Entitlement recipients, staff-members will become more proficient in executing, managing, assessing, and anticipating change within the program. Further, the same entities, together with the City of Waterloo Community Development Department, will continue to do likewise with the institutional structure associated with administering the HOME Program.

### **Actions planned to reduce the number of poverty-level families**

Cedar Falls has incorporated the Continuum of Care approach, providing an integrated system of services and programs to meet the various needs of individuals as they progress toward financial self-sufficiency. Cedar Falls has worked with local service providers to pursue resources and innovative partnerships to support the development of affordable housing; prevent homelessness, abuse, and substance abuse; offer housing education and literacy; and provide emergency food and shelter.

**Actions planned to enhance coordination between public and private housing and social service agencies**

Community outreach is key in enhancing coordination between public and private housing and social service agencies. Staff attends Community Resource Fairs, and workshops with a number of local public service agencies and non-profit organizations. The meetings offer opportunities to foster relationships as well as identify the services each organization and/or agency is providing. By educating participating organizations on services available in the community, we are better positioned to meet the needs of the low-moderate-income individuals and households in the city.

**AP-90 Program Specific Requirements - CDBG 91.220(I)(1)**

CDBG-funded projects that are expected to be available during the year are identified in the Projects Summary Table (AP-35) above. The following identifies any program income that may available for use in said projects.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$0
2. The amount of proceeds from Section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	\$0
3. The amount of surplus funds from urban renewal settlements	\$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	\$0
5. The amount of income from float-funded activities	\$0
<b>Total Program Income:</b>	<b>\$0</b>

**Other CDBG Requirements**

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70 percent of CDBG funds is used to benefit persons of low-and-moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

**AP-90: Program-Specific Requirements-HOME 91.220(I)(2)**

The City of Cedar Falls is not a direct HOME recipient. It is part of a consortium with the City of Waterloo, Iowa.

**AP-90: Program-Specific Requirements-ESG 91.220(I)(4)**

The City of Cedar Falls is not an ESG recipient.

**AP-90: Program-Specific Requirements-HOPWA 91.220(I)(3)**

The City of Cedar Falls is not a HOPWA recipient.

**AP-90: HTF Specific Review 91.220(I)(5)**

The City of Cedar Falls does not administer HTF funds.





## DEPARTMENT OF COMMUNITY DEVELOPMENT

**PLANNING & COMMUNITY SERVICES**  
220 CLAY STREET  
PH: 319-273-8606  
FAX: 319-273-8610

**INSPECTION SERVICES**  
220 CLAY STREET  
PH: 319-268-5161  
FAX: 319-268-5197

**RECREATION & COMMUNITY PROGRAMS**  
110 E. 13<sup>TH</sup> STREET  
PH: 319-273-8636  
FAX: 319-273-8656

**VISITORS & TOURISM/  
CULTURAL PROGRAMS**  
6510 HUDSON ROAD  
PH: 319-268-4266  
FAX: 319-277-9707

## MEMORANDUM

**TO:** Honorable Mayor, Robert M. Green, and City Council  
**FROM:** Karen Howard, Planning & Community Services Manager  
**DATE:** May 28, 2020  
**SUBJECT:** Right-of-Way Vacation Request - Prairie Parkway

**REQUEST:** Street Right-of-Way Vacation for a portion of Prairie Parkway  
(Case #VAC19-003)

**PETITIONER:** Western Home Communities, Inc.

**LOCATION:** 21,995 sq. ft. of public right-of-way located at the southwest corner of Prairie Parkway and Prairie View Road roundabout.

### PROPOSAL

Western Home Communities has requested a vacation of 21,995 sq. ft. of public right-of-way located near the southwest corner of Prairie Parkway and Prairie View Road. Vacation of the right-of-way will allow the petitioner to install an entranceway sign in a location that is more visible to travelers along Prairie Parkway and to provide additional space for future development. If vacated and conveyed to Western Homes, the additional land will be combined with the petitioner's holdings to the west (Tract "E" of Western Home Communities Seventh Addition). Petitioner understands that the City will retain easements for existing drainage and utilities that are located within the eastern 30 feet and northern 10 feet of the portion of right-of-way proposed for vacation.

### BACKGROUND

A vacation plat is attached to this report, which indicates the area requested for vacation. This portion of Prairie Parkway was conveyed to the City by the Oster Family Limited Partnership via an acquisition plat, which was recorded on 7<sup>th</sup> April, 2014. A roundabout was constructed in this area at the intersection of Prairie Parkway and Prairie View Road, which due to the roadway design resulted in excess right-of-way on the western edge of Prairie Parkway south of the intersection. There are, however, a number of utilities and the need for conveyance of stormwater in the eastern 30 feet of the area requested to be vacated, which should be retained as a perpetual easement. In addition, the northern 10 feet of proposed area to be vacated should be retained as a perpetual easement for extension of utilities and is a continuation of the 10-foot easement located along Prairie View Road on the property to the west.

## ANALYSIS

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

1. Is the right-of-way needed for public use?  
As shown in the images below, there is a public sidewalk located along Prairie Parkway that provides for pedestrian and bicycle movement along the corridor. This should be retained at right-of-way, however, the remainder of the land to the west is not needed for traffic, pedestrian, or bicycle movement.
2. Is the right-of-way needed for access to private property?  
Vacating this portion of the right-of-way will not block any future anticipated driveway access to Prairie Parkway, since driveway access points were established at the time the roadway was built and no additional driveways will be allowed in this area. The property that abuts the right-of-way to the west will be provided access to the public street network via Prairie View Drive.
3. Are there any utilities within the right-of-way that will need to be retained?  
The City and CFU do have utilities located along the roadway. Therefore, if the vacation is approved and land conveyed to Western Home Communities, an easement should be established to protect these utilities and to provide for stormwater drainage. The proposed 30 foot landscaping, drainage, and utility easement is shown on the attached vacation plat. The current easement illustrated with cross-hatch pattern located west of the area to be vacated can then be considered for vacation in the future by separate action, as there are no utilities located in this area. As noted above, a 10-foot utility easement will also need to be established along Prairie View Road at the north end of the area to be vacated, as shown on the attached vacation plat.

## TECHNICAL COMMENTS

The City's Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation, provided perpetual easements as described above and shown on the attached vacation plat are established to protect the public utilities and provide for stormwater drainage along the street corridor.

## STAFF RECOMMENDATION

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

1. A 30 feet wide landscape, drainage and utility easement is established in the vacated portion as shown on the attached vacation plat.
2. A 10-foot utility easement is established in the northern portion of the vacated area along Prairie View Road.
3. All existing easements of record are retained.

## PLANNING & ZONING COMMISSION

Discussion 4/22/2020	Chair Holst and Ms. Lynch stated that they each had a conflict of interest and would be abstaining from discussion of the ROW vacation request. Vice-Chair Leeper introduced the item and Mr. Atodaria provided background information. He explained that the location is at the southwest corner of the intersection of Prairie View Road and Prairie Parkway and the property to the west is owned by Western
-------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Home Communities. Western Homes has requested the partial street ROW vacation with the intention of then purchasing the vacated property along the road, which would be combined with their existing property to the west. Acquisition of the ROW would allow them to place an entranceway sign for the development in a location more visible to Prairie Parkway. Atodaria noted that due to the design of the roadway with the curve and the roundabout there is excess ROW not needed by the City, except that an 30-foot wide easement would be established along the eastern edge of the vacated area to protect utilities that are located in this area. The vacation area is 21,995 sq. ft. In addition, a 10 ft. utility easement will need to be established along Prairie View Road. At this time, the item is being presented for discussion and comments and the Commission can approve at this time or move to the next meeting. Staff recommends approval with the condition that easements be established as noted in the staff report.

Ms. Prideaux made a motion to approve the item. Ms. Adkins seconded the motion. The motion was approved with 6 ayes (Adkins, Hartley, Larson, Leeper, Prideaux and Saul), 2 abstentions (Lynch and Holst) and 0 nays.

Attachments: Location Map  
Right of Way Vacation Plat  
Ordinance Vacating ROW

For County Recorder's use.

**INDEX LEGEND**

General Description: Part of the SW 1/4, Section 30-T89N-R13W,  
 Surveyor: David L. Scheil (#16775)  
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.  
 2705 University Avenue (P.O. Box 898)  
 Waterloo, Iowa 50704  
 (319)235-6294  
 Survey Requested By: Western Home Communities  
 Proprietor: Cedar Falls

# RIGHT-OF-WAY VACATION PLAT

Part of Prairie Parkway

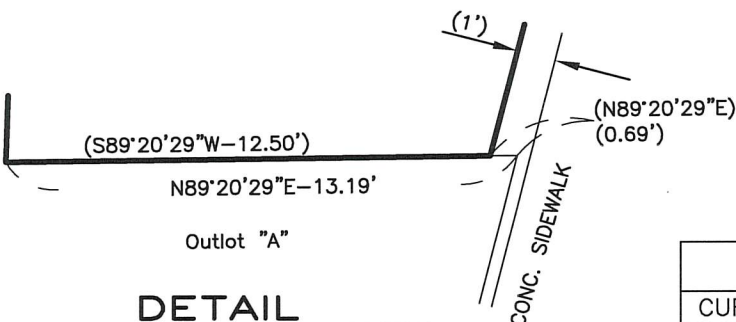
SHEET 1 OF 2

**LEGAL DESCRIPTION**

**Right-of-Way Vacation, part of Prairie Parkway**

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

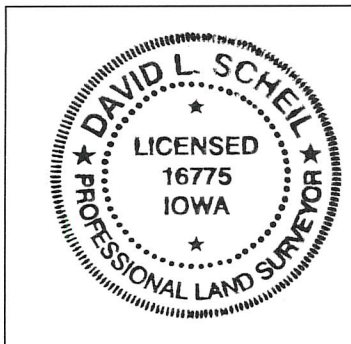
Beginning at the Northeast corner of Outlot "A", Western Home Communities Ninth Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Outlot "A"; thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement, described as over, under and across the East Thirty (30.00) feet of above described parcel containing 12721 square feet; and also retaining a separate perpetual utility easement, described as over, under and across the North Ten (10.00) feet of above described parcel containing 395 square feet; and further subject to existing easements of record.



**DETAIL  
NO SCALE**

CURVE TABLE					
DIMENSIONS IN FEET					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD B.
C1	(153.82)	(233.98)	(37°40'00")	(151.07)	(S02°21'10"E)
C2	(31.37)	(866.00)	(2°04'33")	(31.37)	(S15°26'25"W)
C3	(432.63)	(3053.00)	(08°07'09")	(432.27)	(N05°58'44"E)
	432.63	3053.00	08°07'09"	432.27	S05°58'44"W
C4	73.25	3053.00	01°22'29"	73.25	S10°43'34"W

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_



**CERTIFICATION**

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Signature: *David L. Scheil*  
 David L. Scheil, P.L.S.

Date: May 26, 2020 License No. 16775

Pages or Sheets Covered by this Seal: 2

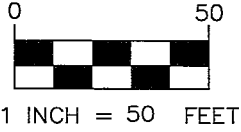
My license renewal date is December 31, 2020

CSJCS

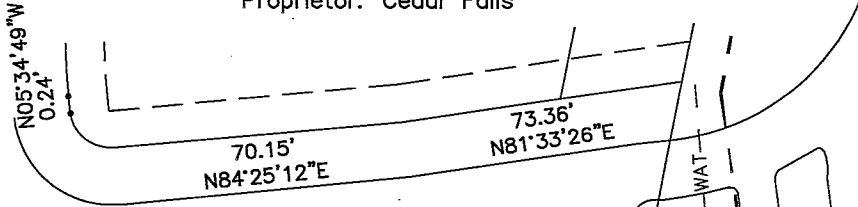
# RIGHT-OF-WAY VACATION PLAT

SHEET 2 OF 2

Part of Prairie Parkway  
Part of the SW 1/4, Section 30-T89N-R13W,  
Cedar Falls, Black Hawk County, Iowa  
Survey for: Western Home Communities  
Proprietor: Cedar Falls



Shooting Star Way



Prairie View Road

CONC. SIDEWALK

S84°25'11\"/>

20' SETBACK LINE

10' UTIL. EASEMENT  
AS PER WESTERN HOME  
COMMUNITIES SEVENTH ADD.

S87°16'55\"/>

(36.55')

10' UTIL. EASEMENT

(S23°04'27\"/>

CONC. SIDEWALK

GAS

GAS

30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT  
AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.

(21,995 Sq. Ft.)

30' LANDSCAPE, DRAINAGE & UTIL. EASEMENT  
AS PER WESTERN HOME COMMUNITIES SEVENTH ADD.  
TO BE VACATED

WESTERN HOME COMMUNITIES  
NINTH ADDITION  
Outlet 'A'

SEE DETAIL  
SHEET 1 OF 2

30' LANDSCAPE,  
DRAINAGE &  
UTIL. EASEMENT  
AS PER WESTERN HOME  
COMMUNITIES SEVENTH ADD.

Prairie Parkway

CES FILE NO. \_\_\_\_\_ ML \_\_\_\_\_



Prepared by: Karen Howard, Planning & Community Services Manager, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600  
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE VACATING A PORTION OF RIGHT-OF-WAY ABUTTING PRAIRIE PARKWAY SOUTH OF PRAIRIE VIEW ROAD IN THE CITY OF CEDAR FALLS, IOWA (VAC19-003)

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 21,995 square feet of public right-of-way located along the western edge of Prairie Parkway south of Prairie View Road; and

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

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

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

SECTION 1. A portion of the public right-of-way located along the western edge of Prairie Parkway south of Prairie View Road, hereinafter described, is hereby vacated:

That part of the Southwest Quarter (SW 1/4) of Section Thirty (30), Township Eighty-nine North (T89N), Range Thirteen West (R13W) of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Northeast corner of Tract "E", Western Home Communities Seventh Addition; thence N87°16'55"E Thirty-six and Fifty-five Hundredths (36.55) feet along the Easterly extension of the North line of said Tract "E"; thence S23°04'27"E Ten and Seventy-nine Hundredths (10.79) feet; thence Southerly One Hundred Fifty-three and Eighty-two Hundredths (153.82) feet along the arc of a curve concave Westerly having a radius of Two Hundred Thirty-three and Ninety-eight Hundredths (233.98) feet and a chord of One Hundred Fifty-one and Seven Hundredths (151.07) feet which bear S02°21'10"E; thence S16°28'41"W Two Hundred Fifty and Seventy Hundredths (250.70) feet; thence Southerly Thirty-one and Thirty-seven Hundredths (31.37) feet along the arc of a curve concave Easterly having a radius of Eight Hundred Sixty-six (866.00) feet and a chord of Thirty-one and Thirty-seven Hundredths (31.37) feet which bears S15°26'25"W to the East line of aforesaid Tract "E"; thence S89°20'29"W Twelve and Fifty Hundredths (12.50) feet along said East line; thence Northerly Four Hundred Thirty-two and Sixty-three Hundredths (432.63) feet still along said East line and along the arc of a curve concave Easterly having a radius of Three Thousand Fifty-three (3053.00) feet and a chord of Four Hundred Thirty-two and Twenty-seven Hundredths (432.27) feet which bears N05°58'44"E to the point of beginning containing 21,995 square feet, but retaining a perpetual landscape, drainage and utility easement, described as over, under and across the East Thirty (30.00) feet of above described parcel containing 12,721 square feet; and also retaining a separate perpetual utility easement, described as over, under and across the North Ten (10.00) feet of above described parcel containing 395 square feet; and further subject to existing easements of record.

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

INTRODUCED: \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_

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

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

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

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

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

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

ORDINANCE NO. 2966

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.

WHEREAS, the City Planning and Zoning Commission of the City of Cedar Falls, Iowa, finds that the rezoning is consistent with the adopted Comprehensive Plan of the City of Cedar Falls and therefore has recommended to the City Council of the City of Cedar Falls, Iowa, that all that area described as follows shall be removed from the A-1 Agricultural Zoning District and placed in the R-1 Residence Zoning District and M-1, P Planned Light Industrial Zoning District, as follows:

Legal description for land to be rezoned from A-1 to M-1, P:

The Northwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof, and also the North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel ‘A’ of Plat of Survey Doc. # 2017-02916. Area containing 211+/- acres.

Legal description for land to be rezoned from A-1 to R-1:

The North 550 feet of the West 1083 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa. Area containing 12.85+/- acres;

And

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it to the best interests of the City of Cedar Falls, Iowa, that said proposal be made and approved; and

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



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

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

Section 1. That the following described real estate:

Legal description for land to be rezoned from A-1 to M-1, P:

The Northwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the North 1,200 feet of the West 800 feet thereof, and also the North one-half of the Southwest Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa, except the West 231 feet of the South 660 feet thereof and further except Parcel 'A' of Plat of Survey Doc. # 2017-02916. Area containing 211+/- acres.

Legal description for land to be rezoned from A-1 to R-1:

The North 550 feet of the West 1083 feet of the Northwest Quarter of the Northeast Quarter of Section 34, Township 89, Range 14 West of the 5<sup>th</sup> P.M., Black Hawk County, Iowa. Area containing 12.85+/- acres

Be and the same is hereby removed from the A-1 Agricultural District and added to the R-1 Residence District and M-1, P Planned Light Industrial District.

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

Section 3. That said Section 26-118, District Boundaries of Division I, Generally, of Article III, Districts and District Regulations, of Chapter Twenty-Six (26), Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, be and the same is hereby repealed and hereby re-enacted in the identical language as the same now is, in order that the same shall apply to and include the change hereby made in the zoning map of the City of Cedar Falls, Iowa.

INTRODUCED: \_\_\_\_\_ May 4, 2020

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ May 4, 2020

PASSED 2<sup>ND</sup> CONSIDERATION: \_\_\_\_\_ May 18, 2020

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

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

ATTEST:

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

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



MAYOR ROBERT M. GREEN

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

## CEDAR FALLS TRAILS DAY

JUNE 6, 2020

**WHEREAS**, National Trails Day was established in 1993 by the American Hiking Society to commemorate the myriad ways Americans enjoy our public trails; and

**WHEREAS**, the Cedar Valley boasts an exceptional network of more than a hundred miles of hard-surfaced and soft trails in our city, county and state parks and public lands, as well as a unique Paddler’s Trail for boats, canoes and kayaks on the Cedar River and its tributaries; and

**WHEREAS**, the Rails to Trails Conservancy in 2019 announced Cedar Falls as a connection point for the Great American Rail-Trail, an ambitious 3,700 mile paved bicycle-pedestrian trail from Washington, D.C. to Washington State; and

**WHEREAS**, passionate regional stakeholders, including the Cedar Trails Partnership, Cedar Valley Association for Soft Trails (CFAST), Hartman Reserve, George Wyth State Park, Impact Outdoors, the Cedar Falls Bicycle and Pedestrian Advisory Committee, and the Black Hawk County Conservation Board have worked diligently over decades to ensure quality trail experiences for residents and visitors alike; and

**WHEREAS**, it is fitting that Cedar Falls celebrate our wonderful trail system and the groups who have labored to create, expand and improve it, as well as to envision Cedar Falls as a premier stop along the Great American Rail-Trail;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby proclaim June 6, 2020 as **Cedar Falls Trails Day** and encourage residents to celebrate the day by walking, running, jogging, or paddling our trails for personal well-being enjoyment, and I further encourage the community to begin the long-term efforts to secure Cedar Falls’ rightful place as a memorable waypoint for national travelers along the Great American Rail-Trail.

Signed this 29th Day of May, 2020.



Mayor Robert M. Green



ROBERT M. GREEN

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

**MEMORANDUM**  
 Office of the Mayor

*Robert M. Green*

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

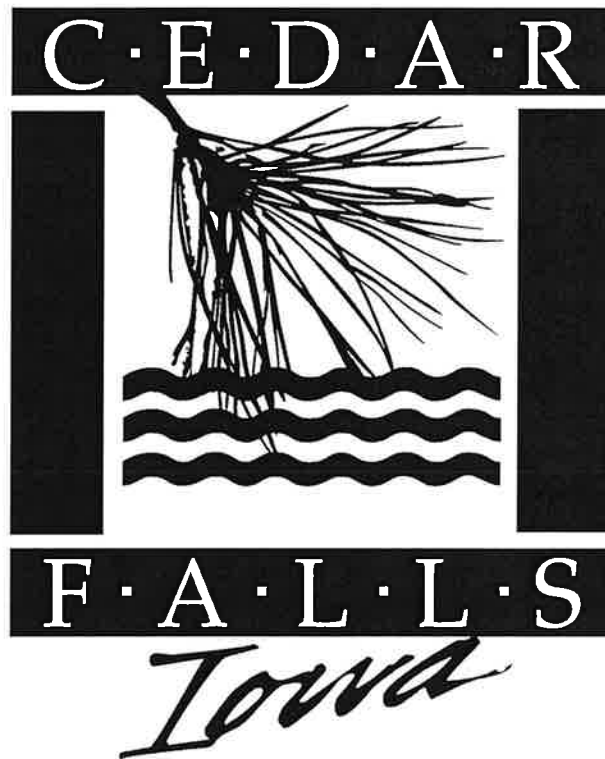
1. As required by reference (a), I have reviewed the activities of the City's departments for the month of April and am providing them as enclosure (1).
2. For April, I highlight the exemplary effort carried out by the City's Information Systems Division under Julie Sorensen (Pages 4-9 in the attached report). While each of the departments faced new challenges and pressures during the current public health emergency, the Info Systems Division in particular was faced with a wide range of new activities and projects to support a new remote work environment (both training and tech support), as well as researching online meeting management technologies and tackling other COVID-related technical challenges – all on top of their regular support workload. As a team, they carried out each of these tasks with skill and patience, and without missing a beat. Their effort is commendable, and I thank them on behalf of the City.
3. Please contact the City Administrator, Ron Gaines, or me with any questions about this report.

#

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

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



April 2020

**APRIL 2020 MONTHLY REPORTS**  
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**FINANCIAL SERVICES  
April 2020**

**Financial Reports**

Reviewed the bi-weekly City Council audit lists and monthly revenue and expenditure guidelines for transactions. The monthly revenue and expenditure guidelines were distributed to Council members and all department directors.

**Cash Management**

Property tax related revenues received to date in FY20 are monitored monthly. The daily cash balances and budget to actual revenues and expenditures for all funds for FY20 were monitored during the month. The revenue and expenditure activity for the Capital Projects Fund was also monitored during the month.

**Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City Treasurer and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$96,433,500 invested in CD's and \$10,300,000 in a liquid money market.

<b><u>Investments</u></b>	<b><u>Transactions</u></b>	<b><u>Amount</u></b>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	1	5,000,000.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$300,616.71

**FY20 Budget**

We received Departmental amendments to the FY20 Budget from each department in April. The certification resolution was published April 21, 2020 and the public hearing is set for May 4, 2020.

**Inventory**

The process for updating small asset inventory for all departments that was started earlier this year has been put on hold. Staff will continue to monitor the situation and determine in May whether it is feasible to continue this process this year.

**Federal Grant Programs**

We continued to monitor all federal grant accounts to ensure compliance with federal regulations. The quarterly Federal Cash Transaction Report for the block grant fund was timely filed as required by HUD. The monthly Electronic Data Collection for Section 8 Housing Voucher Program was filed timely as required by HUD.

### **Miscellaneous Financial Activities**

1. We continued to monitor the grant accounts for all departments to ensure that expenditures do not exceed revenues for each grant.
2. The Special Assessment Receivables were updated.
3. The semi-monthly sales tax reports were filed in a timely manner.
4. All payroll reports were filed as required by the various oversight units, such as the IRS, Social Security Administration, IPERS and the State of Iowa. For April, 13 payroll checks and 594 direct deposits were processed.
5. Continue to monitoring new payroll coding to administer the Families First Coronavirus Response Act, April 1, - December 31, 2020.
6. Capital asset additions were monitored during the month.
7. Accounts receivable were processed and 163 invoices were mailed out to customers.
8. 1,318 transactions for accounts payable were processed and approved by the City Council for payment and 458 checks were mailed out to vendors.
9. Continued to provide bookkeeping support to the Cedar Falls Community Foundation.
10. Continued to provide bookkeeping support for Sturgis Falls.

### **Benefits & Compensation Activities**

1. The Wellness Committee determined in late April/Early May that there will be no additional challenges for the rest of the fiscal year through Wellmark. The decision for whether there will be additional Wellness activities, giveaways, or cumulative awards will be determined in May. In addition, the Wellness Committee will electronically meet to determine if the City will continue to use Wellmark as their wellness platform going forward.
2. City staff met with benefits consultants at Holmes Murphy & Associates via conference call to receive final health and prescription drug renewal rates and information. Final documentation for the renewal will be sent out to the City to complete in May.
3. The Families First Coronavirus Response Act ("FFCRA") went into effect April 1, and gave employees who qualified due to specific COVID related reasons additional paid sick leave and expanded FMLA leave beginning that day. Leave under the FFCRA related to child care reasons or reasons related to caring for another individual are only paid at 2/3 of the employee's wage rate. Employees are allowed to use their personal benefit time to "make up for" the "missing" 1/3 of wages. Employees that qualified for this benefit began using it in April.
4. Staff continued to track employees who identify as high risk related to COVID-19, those who need accommodations related to childcare, those that are sick, and out of state travel. Also tracked is how much of the FFCRA time was used during each pay period.

5. Staff continued to provide updates to employees on how their benefits can be used and how they are affected by legislation changes during the pandemic as information and City policy has been constantly changing.

### **Civil Service Commission & Employment Related Activities**

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Assistant, Arborist, Assistant Equipment Mechanic, Assistant Public Safety Director/Police Chief, Engineering Technician II, Planner I, II & III, Public Safety Officers, and Visitors & Tourism Sales and Marketing Coordinator; PT positions: Community Service Officer, Laborer, Librarian, seasonal, special purpose, and intern positions for the Community Development and Public Works departments.
2. Follow-up and preparations took place for the April 14<sup>th</sup> and May 13<sup>th</sup> Commission meetings.
3. The reappointment of Commissioner Paul Lee was completed at the April 6<sup>th</sup> City Council meeting.
4. Staff continued to track the status of an H-1B visa application filed with the USCIS in March 2020.
5. As follow up to the City Council's action to fully implement the PSO program, staff assisted with the reclassification of two full-time Firefighters to Fire Captain and PSO.

### **Miscellaneous Personnel Activities**

1. Performance evaluations continued to be received for review and processing.
2. A cafeteria plan amendment was approved by City Council and communicated to eligible employees. The amendment related to expanded medical account expenses now eligible under the plan in response to COVID-19 and the Federal CARES Act approved by Congress in March.
3. Staff participated in the Mayor's Zoom videoconference meeting regarding City Board and Commission member recruitment and processing.



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

### **Software Purchase/Installation/Upgrade Activities**

- Software installations included:
  - VPN software was installed on 2 Tourism PC's.
  - A DVD conversion tool was installed on Kim Kerr's PC
  - Installed iSeries and WasteWorks on Lisa's PC
  - Installed VPN client on multiple users working from home
  - Installed QuickBooks, iSeries, and Windows Updates on Cathy's new PC
  - Installed Zoom and MiCollab on my home PC
  - Installed Bluebeam on Sturch's PC
  - Updated blink camera's firmware

### **Equipment Purchase/Installation/Upgrade Activities**

- Equipment purchases included:
  - Monitors (6) and network cable 250' (2): Amazon (\$794.26)
  - A replacement firewall for the Library.
  - Webcam plus microphone (4) for users working at home: Amazon (\$99.29)
- Equipment Installations included:
  - A cable was run, at the MIRT building, for their alarm system.
  - A new switch was loaded and installed for better internet traffic bandwidth.

### **Project and Assistance Activities**

- Security Awareness Training Program:
  - Deployed Security Awareness Training to users 33% of users had completed the training as of the end of month.
- Remote Work Prep
  - Updated Cisco AnyConnect Licensing
  - Set up the ECO phones and tested the ring group with Marco
  - Installed VPN Client on several machines
  - Updated firewall settings after a Denial of Service attack
- Document Management System Replacement
  - Attended software demos
  - Prepared RFP
  - Met with Info Tech to discuss standards on enterprise content systems.

- **Graphic design projects for the month included:**
  - **Hearst Center:** exhibit promo materials, summer brochure
  - **Tourism:** print and digital ads, group itinerary
  - **Other:** website and social media maintenance/graphics, business cards, misc. printing and trimming, TV slides, Currents, Covid-19 communications
  
- **Assistance Activities:**
  - Several end users were setup with VPN access and were deployed laptops in an effort to social distance and work from home.
  - Yard waste software was manually downloaded from a faulty garbage truck. Another truck was given a software update to aid in some date setting problems.
  - We continue to monitor the SPAM filter, tagging and retrieving messages as needed to reduce the quantity of unwanted email received
  - We continue to provide support for the City's FTP server, adding folders and managing security as necessary
  - Files and folders were restored from backup as requested by users.
  - We continue to provide support for the City's automated door lock systems, adding, deleting and changing user access as needed.
  - Laptops and projectors were provided and setup for those needing them for meetings and travel
  - Users were added and removed from the network and employee intranet as required for hires and terminations.
  - We continue to provide support for the digital video systems in the patrol cars, body cameras, city facilities, College Hill, Parkade, and covert operations as requested.
  - We continue to provide support for the City's web site. News items were posted to the home page. Job openings, cable TV schedules, digital brochures, calendar items, bid opportunities, meeting agendas and minutes were posted as requested. Incoming requests to the request tracker system was monitored and forwarded to the appropriate department as necessary.
  - We continue to provide support for the document imaging system, adding categories as requested, maintaining user accounts, maintaining appropriate security and providing backup and redundancy.
  - We continue to provide support for the City's telephone system, adding and modifying services as requested.
  - Other Support Activities Include:
    - Reset wireless out at Public Safety building
    - Patched in network port for Berte
    - Got GoToMeeting going for John and Roger
    - Swapped out keyboards for Lisa at Public Works
    - Installed VNC on Cory's proxy server
    - Deployed MiCollab to Brett
    - Got presence going for Debra
    - Updated key card access for users at City Hall
    - Archived video for Investigator
    - Added reports inbox to PSO
    - Helped Linda get network connection from home

- Walked Linda through setting up VPN on her work PC
- Uploaded reports to website for Kathy
- Tested Zoom from my home PC for Dan at Public Safety
- Got Presence going for Maria
- Tried to set up presence on Shane and Jon's phones – created ticket with Marco (needed assistance since both were using non-local numbers)
- Deployed MiCollab to Cody's machine
- Walked Debra through resending email from her Outbox
- Mapped Steph and Linda's network drives
- Found and sent a tutorial to Kevin regarding copying and pasting multiple files at once
- Got Emily's presence going in phone system
- Copied file to John's personal drive (requested by Colleen)
- Created URL shortcut to Lisa's desktop
- Added presence to Angie's phone
- Got presence going on Denny's phone
- Retrieved and documented copier counts for Lisa and Advanced Systems
- Delivered laptop to Berte for PSO to use in meeting
- Gave folder access to Colleen
- Added CFPD reports to Kurt's PC
- Added personal presence to David's desk phone and updated settings in phone system
- Researched covert cameras for Investigator
- Moved backup tapes in a temporary location
- Tested security awareness training for Kim
- Set presence up on Dave's phone
- Got VPN going on Lukehart's laptop
- Picked up printer from Bluff Street for Kevin to use at home
- Copied files over from Chris H drive to Colleen's H drive
- Worked with Marco getting EOC phones ready at Public Safety building
- Programmed key fobs for CFU (2) and new CSO
- Ran disk cleanup on Sturch's PC since it was running sluggish
- Set up laptop for Kate to use for online banking
- Mapped drives on mini PC for Marty
- Showed Curt how to use number sequencing in Word
- Met up with PSOs regarding camera project
- Sent step-by-step security awareness training email to PSO
- Swapped out malicious laptop at Library
- Wiped and installed Windows 10 on infected laptop
- Checked on video footage for PSO
- Amy and Deb had questions on email being spam – both were spam
- Set up PSO user account in camera system
- Unlocked PSO's user account and reset password
- Retrieved printer from Bluff Street and gave to Kevin
- Helped Shane with webcam in his office – he wanted to make sure camera and audio worked
- Set up GoToMeeting for Cathy in North Conference Room

## **Problem Resolution Activities**

- The GIS analyst was assisted with GIS site issues on the DMZ for end users on the VPN.
- The wireless device and sign hardware were reset, at the Falls, in order to re-establish communication.
- Worked with IP Pathways on an attack which caused blacklisting of most of our secure sites.
- The barracuda web filter was bypassed, after it had failed and caused slow internet speeds.

## **Equipment Repairs**

- Replaced Library Firewall and restored a backup configuration to it – replacing their defective one

## **Channel 15 Programming Activities**

Televised live programs from City Hall:

- Two Cedar Falls City Council meetings
- Two Planning & Zoning meeting
- One Cedar Falls School Board meeting

Programmed CFU and Medicom cable providers for Channel 15 and Public Access.  
Updated & added Community Calendar events to the Channel 15 Announcements

**Regular production** included:

- Produced 1 Currents Up Close Show
  - Downtown Streetscape
- Recorded 10 Black Hawk County Coronavirus updates and all aired on Channel 15.
  - April 1
  - April 2
  - April 6
  - April 9
  - April 13
  - April 16
  - April 20
  - April 23
  - April 27
  - April 30
- Added 8 educational videos and promos for coronavirus/COVID-19 from CDC and Coronavirus.gov
- Recorded Mayor Rob Green Coronavirus update on April 16
- Recorded and aired Public Bid Opening for Cedar Falls Rec Center Locker Room project
- Aired 4 Panther Sports Talk shows
- Created promo for Pink Ribbon Run
- Created 3 promos for Sturgis Falls Run 2020

- Created 6 promos for Movies Under the Moon

**City News** - Continued weekly news format program “Cedar Falls City News” including the following stories:

- Downtown Streetscape
- Hearst Center Online Exhibit for CF Schools student art
- Cedar Falls Schools lunch/breakfast drive up
- Cedar Falls Schools driving parade
- Special Election update
- Imagine College Hill meetings ppd.
- Cedar Falls Place to Play Park closed and playground equipment closed
- Pet licenses extended
- Yard Waste Pickup resumes for 2020
- Veterans Park commemorative brick sales
- Flood Wall project review
- Census 2020
- Construction Update: 1st Street, 3rd Street, 12th Street, West 27th Street, Clearview Drive
- Updated Downtown Streetscape
- Trails grants
- Lake Street trail paving project
- Big Woods Lake controlled prairie burn
- Cedar Falls Library Online Storytime
- Rec Center Home Workouts

#### Community Programming

- Cable TV staff met with staff from Cedar Falls High School to coordinate a plan to pre-record elements of the 2020 Commencement ceremony, while maintaining on social distancing requirements and size of group gatherings. Channel 15 will edit all the elements together to create a graduation ceremony experience that will air on Channel 15 during the now planned commencement ceremony time.

### **Geographical Information Systems (GIS)**

- Projects:
  - Received the 2020 aerial imagery and began reviewing it for needed corrections
  - Provided a latitude and longitude for every city owned facility for new insurance requirements to legal staff
  - Began preliminary design on a new dashboard feature for web applications
  - Researched acquired easements for public works
  - Worked with admin staff to setup a police chief candidate form
  - Aggregated assessed values for the college hill tif district for admin staff
  - Researched rental owner contact information for fire dept
- Web & Database:
  - Added new 2020 imagery to all web mapping applications

- Added all new structures from the new aerial imagery to GIS
- Added easements for major sanitary and storm sewer from old plat maps
- Updated new site plans from the new aerial imagery to GIS
- Updated all maps on cedarfalls.com
- Updated cemetery information from CIMS into GIS
- Updated rental information from Firehouse into GIS
- Updated building permits from LAMA into GIS
- Data Requests:
  - Sanitary and Storm sewer data for CFU
  - Sanitary and Storm for CGA consultants
  - Storm sewer cleaning data for MS4 report for public works
- Field work:
  - Collected 135 survey grade gps positions for new utility infrastructure
- Maps:
  - Provided a map of snow plow routes for public works
  - Provided a map of a temporary recycling drop off site at UNI for public works
  - Provided a map of block numbers for UNI public safety
  - New addresses issued:
    - Hansen Dairy site clarification

### **Training and Staff Activities**

- Virtual staff meeting from home
- Security awareness training video
- Cisco Webex with Cisco, IP Pathways, and Dan regarding online banking issues
- Attended webinar on Penetration 101
- Met with planning staff on entering permits on CF1stop
- Attended webinar on preparing organizations on the new Normal and what it means to IT Services.

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

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

1. **Traffic Court:**

City Cases Filed: 28 (this number includes both City and State tickets)

Cases Set: 5 (Traffic) 1 (Code Enforcement)

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

2. **Code Enforcement:** Review Order setting matter for trial and email Code Enforcement re: trial date.

3. **Miscellaneous:** None.

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

4. **PERSONNEL/HUMAN RESOURCES:**

- a) Consult with City staff on personnel and disciplinary matters
- b) Attend weekly Human Resource Meetings
- c) Consultation on various labor issues

5. **RISK MANAGEMENT/CLAIMS:**

- a) Attend Risk Management Committee Meeting; provide input
- b) Update/consult with and prepare City Staff regarding pending claims/litigation, including:
  - i. workers compensation
  - ii. personal injury
  - iii. property damage
- c) Review and approve outside counsel legal fees and expenses for payment
- d) Contacts with outside legal counsel monitoring and advising on pending litigation involving the City

6. **CONTRACTS/AGREEMENTS:**

- a) Review & Advise—Biblioboard content agreement (Library)
- b) Continue to advise and draft—River Place Parking Lot purchase agreement
- c) Review & Advise—Failor Hurley Contract (Rec Center)
- d) Review & Advise -- Robinson Engineering consulting agreement

e) Draft Sturgis Falls agreement amendment

7. **MAYOR/CITY COUNCIL:**

- a) Prepare for and Attend Meetings of City Council and Committee of the Whole; Meetings with Mayor
- b) Advise on City Council meeting procedural issues
- c) Research & Advise on Mayor Pro Tem issue

9. **MISCELLANEOUS:**

- a) Attend Weekly Department Meetings
- b) Professional Reading-municipal and employment law resources
- c) Advise on and respond to Public Records requests
- d) Continued attention to Rural Water issue
- e) Advise on Code Enforcement issues
- f) Draft Deeds—Cedar Heights acquisitions
- g) Advise on various COVID-19 issues
- h) Review & Advise – security camera policy
- i) Draft form permanent easement agreement
- j) Advise on Minimum Rental Housing Code
- k) Research & Advise – open container request
- l) Advise on Leehey Farms access issue
- m) Drafting of Personnel Policy updates

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

10. **Risk Management/ Workers' Compensation/Property/Liability Claims:**

- a) Risk Management Committee met April 15, 2020. Workers' Compensation injuries, modified duty, non-FMLA leave, liability claims, damage to City property, and policies were reviewed.
- b) Review contracts for required insurance; working with legal counsel and conferring with Arthur J. Gallagher and contractor's agents.
- c) Special Events – review and approve insurance
- d) Review and process outside legal counsel fees.
- e) Review and process claim fees and associated billing.
- f) Claims processing: worker's compensation, 411, liability, and property; work with contracted TPA Service, and work with outside legal counsel on litigation.
- g) Public Entity Insurance renewal applications completed and submitted.

11. **Personnel**

- a) Work with departments and legal counsel on disciplinary matters.
- b) Work with departments and legal counsel on various personnel issues; complete discovery and prepare exhibits for hearing.
- c) Review and process medical billing for pre and post-employment matters.
- d) Process FMLA leave and monitor non-FMLA leaves of absence.
- e) Review of personnel policies.



- f) Advise personnel on COVID-19 matters.
- g) Review and process unemployment claims; to include disaster relief COVID-19 claims.

12. **Human Rights Commission (HRC):**

- a) Provided staff support to Committees and Commission.
- b) Preparation of May Retreat.
- c) Process complaints and provide support to citizen's jurisdictional questions.
- d) Continued work and review of Cedar Valley issues and achievements in the areas of Diversity, Inclusion, Implicit Bias, and attend Economic Inclusion Summit meetings.
- e) Review of Mayor's Boards and Commissions Procedures with Mayor Green and staff.
- f) Review of HRC Applicants with Mayor Green, City Councilman Frank Darrah, and HRC Chair Jeff Zaputil; applicant chosen, Mayor forwarded recommended appointment to Council for approval.

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

**Public Records Activity**

To protect against the spread of COVID-19, City Hall and all city buildings were closed to the public on March 17, 2020. Since then, all public meetings were either cancelled or conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency.

Prepared agendas, minutes and electronic packets for two Regular City Council meetings, two Planning & Zoning Commission and two Technical Review meetings.

Drafted and processed meeting follow-up communications, minutes and legal documents.

City Council adopted twenty-six (26) resolutions during the month; staff drafted nineteen (19) of these resolutions.

While City Hall was closed to the public, staff continued to provide services to the public by phone, email and internet. Alternative staffing was implemented to reduce exposure among employees.

Processed and issued the following:

- 4 Business Licenses
- 29 Pet licenses
- 4 Annual "Paw Park" permits
- 5 Public Event permits
- 2 Cemetery Interment Rights Certificates

Issued the following Parking Permits:

- 3 Monthly Lot
- 27 Monthly Construction
- 0 Daily/Guest
- 0 Annual Dumpster

Processed (10) liquor licenses, (1) wine and (2) beer permits.

Recorded/filed (1) document with the County Recorder and (1) document with the Iowa Treasurer.

Satisfied (6) requests for public records and responded to (3) requests/concerns received thru the City's on-line Service Request feature.

Staff participated in the testing process of applicants interested in the position of Administrative Assistant.

The unemployment rates for the month of March 2020 were 4.2% for the Waterloo-Cedar Falls Metropolitan Area, 3.7% in Iowa, and 4.4% in the U.S.

### **Document Imaging completed**

95 – Employee performance evaluations.  
 9 – Department Director files.  
 46 – Miscellaneous boards, commissions & committees meeting materials.  
 13 – City Council Resolutions (#21,907-21,919).  
 1 – City Council meeting file.  
 Code pages removed by Code Supplement #5/  
 Miscellaneous employee documents/personnel files.  
 Departmental monthly reports for March, 2020.

### **Parking Activity**

#### **Enforcement**

(unavailable) – Parking citations issued.  
 \$ 3,536.00 – Citations paid.

#### **Collection Efforts**

\$ 1,490.00 – Collections from delinquent parking accounts.  
 \$ 0.00 – Vehicle immobilizations (0 vehicles).

Relaxed parking enforcement was implemented during the pandemic. Non-enforcement of timed areas continued thru April, except loading zones and 15-minute drop-off and pick-up spaces. Enforcement of ADA, fire lane and other restricted parking continues to be enforced to accommodate emergency vehicles and public services in those areas. Parking enforcement staff continued to incorporate patrolling of public parks and playgrounds to discourage group gatherings and playing on playground equipment.

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

**Library Activity**

<b>Usage Statistics</b>	<b>February 2020</b>	<b>March 2020</b>	<b>March 2019</b>
<b>Customer Count</b>	16,745	9,672	18,281
<b>Circulation</b>	39,180	30,416	43,874
<b>Ebooks and streamed videos</b>	4,470	5,405	4,898
<b>Downloaded music</b>	1,240	1,424	1,681
<b>Reference Service</b>	1,794	1,141	2,246
<b>Items Added</b>	993	718	607
<b>Event Attendance</b>	2,125	4,914*	1,604
<b>Computer &amp; Wi-Fi Usage</b>	1,975	1,591	3,319

\*Note: Our Facebook Live event attendance has been much higher than that of in-person events in the building.

Special events in April included the following:

- Virtual author talk with Iowa author Patti Stockdale via Zoom
- Virtual youth book clubs for 3<sup>rd</sup>-4<sup>th</sup> graders, 5<sup>th</sup>-6<sup>th</sup> graders via Zoom
- Virtual youth storytimes five times per week via Facebook Live
- Virtual youth STEAM events via YouTube
- Virtual craft programs via YouTube
- Virtual Star Wars Day crafts via YouTube
- Virtual library scavenger hunt via Facebook

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

The Community Center was closed to the public during the month of April.

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

Apr-20

Total for Month **\$2,240,722.00**  
 Total for Fiscal Year **\$58,708,157.00**  
 Total Same Month - LAST YEAR **\$14,792,975.00**  
 Total for Fiscal Year - LAST YEAR **\$85,033,299.00**

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	5	0	\$1,422,417.00	\$10,945.15	77	0	\$20,636,005.00	\$156,186.00
Multi-Family New Construction					13	0	\$3,690,000.00	\$9,728.25
Res Additions and Alterations	59	0	\$694,245.00	\$10,877.00	642	0	\$7,836,395.00	\$128,179.75
Res Garages	6	0	\$46,060.00	\$1,024.50	40	0	\$599,181.00	\$10,685.50
Commercial/Industrial New Construction					11	0	\$18,381,452.00	\$135,565.74
Commercial/Industrial Additions and Alterations	3	0	\$78,000.00	\$1,091.00	85	0	\$7,313,179.00	\$63,216.98
Commercial/Industrial Garages					1	0	\$31,525.00	\$499.75
Churches					4	0	\$90,500.00	\$1,306.96
Institutional, Schools, Public, and Utility					5	0	\$129,920.00	\$487.60
Agricultural/Vacant								
Plan Review	2	0	\$0.00	\$466.00	78	0	\$0.00	\$24,264.94
<i>Total</i>	<i>75</i>	<i>0</i>	<i>\$2,240,722.00</i>	<i>\$24,403.65</i>	<i>956</i>	<i>0</i>	<i>\$58,708,157.00</i>	<i>\$530,120.57</i>

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

Apr-20

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	42	0	\$0.00	\$3,493.20	550	0	\$0.00	\$56,039.80
Mechanical	51	0	\$0.00	\$6,040.00	745	0	\$0.00	\$65,400.00
Plumbing	33	0	\$0.00	\$3,218.50	629	0	\$0.00	\$58,836.00
Refrigeration					8	0	\$0.00	\$1,170.00
<i>Total</i>	126			\$12,751.70	1932			\$181,445.80

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					5	0	\$0.00	\$600.00
Mechanical					3	0	\$0.00	\$450.00
Plumbing					2	0	\$0.00	\$300.00
Refrigeration								
<i>Total</i>	0			\$0.00	10			\$1,350.00
<i>Building Totals</i>	75	0	\$2,240,722.00	\$24,403.65	956	0	\$58,708,157.00	\$530,120.57
<i>Grand Total</i>	201	0	\$2,240,722.00	\$37,155.35	2898	0	\$58,708,157.00	\$712,916.37

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

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**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on April 8, 2020 and April 22, 2020.

<b>Applicant</b>	<b>Project</b>	<b>Request</b>	<b>Action Taken</b>
City of Cedar Falls	Future Land Use Map amendment and rezoning of property from A-1 to R-1 and M-1,P	Recommend Approval	Approved
Brian Ridge – Ridge Development	HWY-1 Site Plan – Dupaco CCU at 126 Brandilynn Boulevard	Recommend Approval	Approved

**Group Rental Committee** – No official meeting was held in the month of April primarily due to COVID-19.

**Board of Rental Housing Appeals** – No meeting was held in the month of April primarily due to COVID-19.

**Board of Adjustment** – No meeting in April

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

	<b>Date</b>	<b>Notes/Actions</b>
Bicycle and Pedestrian Advisory Committee	N/A	This meeting was cancelled due to COVID-19
College Hill Partnership	4/27/20	Discussion of potential changes for College Hill Farmer's Market related to precautions necessary due to COVID-19. UNI reported virtual wellness week activities. Enrollment looks positive for Fall; doing contingency planning related to pandemic. Discussed ways to help businesses and communicate to the public as they start opening to the public. Will have periodic "happy hour" zoom meetings to invite discussion.
Historic Preservation Commission	N/A	This meeting was cancelled due to COVID-19
Middle Cedar Watershed Advisory Committee		No meeting in April
Housing Commission		No meeting in April.

Community Main Street Design Committee	4/17/20	A virtual zoom meeting was conducted because of Covid-19. Committee discussed about the new flier prepared to promote façade grant program and some steps on how they would like to approach the downtown businesses. Committee decided to provide more information about the ongoing streetscape project to the businesses. Updates on the banners on Washington and State Street were also provided. For the Historical preservation education piece by community Main Street, it was decided that the committee would like city to do a downtown visioning presentation that will educate people about the new code and also discuss the preservation piece of visioning model. This presentation would take place in May probably.
Parking Committee - Downtown	N/A	This meeting was cancelled due to COVID-19
Parking Committee – College Hill	N/A	This meeting was cancelled due to COVID-19

### PLANNING SERVICES:

- 302 walk in and query and staff responses with information/assistance.
- 92 land use permits were issued.

Number of Rental Inquiries: 22

#### Types of Questions:

- Information on paving requirements
- Confirming paving deadlines for rental properties
- Group rental permit for higher occupancy
- Existing rentals and level of occupancy determination
- Rear yard parking
- Group Rental Board of Housing Appeals process
- Fences, retaining walls, setbacks, etc.
- Land Use Permit for various projects
- Detached Accessory structure
- Code Enforcement Complaints
- Subdivision
- Zoning verification letter
- Appropriate signage



- Flood plain
- Historic Preservation Commission potential project
- Lien Release
- Swimming Pool

**OTHER PROJECTS FOR APRIL INCLUDED:**

- Bike/Ped Plan update project is underway, but will need to be delayed due to reduced staff resources and other priorities during pandemic.
- Staff working on a code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones.
- Staff working with Nagle Signs to implement the city wide wayfinding signage project. Signs to be installed in June.
- Assisting the Engineering Division with the planning for the Center Street Streetscaping Project. Some portions of this project will be delayed due to funding shortages related to COVID-19
- Ongoing project management for the Cedar River Recreation Project. Permitting is ongoing. This project will be delayed due to funding shortages related to COVID-19

**ECONOMIC DEVELOPMENT:**

- Talked with several businesses in the Industrial Park to discuss their business operations.
- Working with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Working with economic website consultant to finalize the development of a new economic development website for the City of Cedar Falls.
- The Planning & Zoning Commission recommended approval of rezoning the annexed city-owned land as industrial for the continued expansion of the Cedar Falls Industrial Park.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.
- Listened to several webinars by the International Economic Development Council (IEDC) regarding COVID-19 as it relates to economic development.
- Processed several property tax rebate requests from businesses in Cedar Falls.

**CDBG**

- Several projects are in progress, including assistance to local service agencies, a sewer lining project, and sidewalk infill projects located in low/moderate income areas. Additional federal funds have been received to assist with COVID-related needs in the community. Working with HUD and INRCOG on how best to use these funds within the federal guidelines, many of which have yet to be determined.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	74	<b>HAP Payments</b>	\$101,131
<b>New Applications Taken</b>	0	<b>Utility Payments</b>	\$ 1,595
<b>Units under Contract</b>	222	<b>Admin Fees Earned</b>	\$ 13,097
<b>Initial Vouchers Issued</b>	2	<b>Total Vouchers Available</b>	326
<b>Mover Vouchers Issued</b>	5	<b>Lease Up Goal</b>	230
<b>New Admissions</b>	2		

**Citizen Contacts/Appointments:** A total of 0 appointments were held and multiple citizen/client contacts were addressed. Annual and interim exams were processed by mail, email and over the phone.

**HQS Inspections:** 0 Inspections were completed

**End of Participation:** 3 clients ended participation.

**Hearings:** 0 hearings were conducted.

**Other:** 209 names have been taken off of the Waiting List in 2020, a combination of the purge process, ineligible background checks and issuing vouchers.

Ongoing Projects:

- Updating the waiting list for the Housing Choice Voucher Program.
- Prepared the annual and 5-year Public Housing Authority Plan, which is currently available for public review and comment.

### **ADD A DOLLAR REPORT**

There were 0 applications reviewed for utility assistance. A total of \$0 was provided, for an average of \$0 per household. There was a balance of \$11,367.38 as of April 2020.

**RECREATION DIVISION**  
**Monthly Report**  
**April 2020**

Life as we knew it has for sure changed in more ways than any of us thought possible since March.

The Recreation Center indoor pools and programs were closed or stopped March 16 with hope we could open back up on April 1. That date was changed to April 11, and then pushed back to April 30. We are now at a halt until May 15 and most are anticipating this date may change as well to the end of the month. This means staff has continuously postponed, cancelled and prematurely ended programs. Staff has done an absolutely great job at making needed adjustments what seem like every two weeks based on information shared with us.

Our staff has continued to plan for reopening the Recreation and Fitness Center, for the Falls Aquatic Center to open when possible and for summer programs to be held when possible knowing start date might need to be delayed, programs might need to be shortened with fees pro-rated, and that some programs might not be able to be held at all. Staff have been in touch with other communities in Iowa to see what others are doing in hopes of finding the best solution in these imperfect times. But everyone is in the same boat we are – not knowing for sure what will happen, when and what will be the new normal we will need to operate in.

The full time and year round part time Recreation and Fitness Center staff moved from cleaning and disinfecting every inch of the facility, fixing items as needed, updating what we could as explained in the March Monthly report. In early April we were told we could only have one person working at a time in the building and that we were to do what we could from home. A work schedule was developed so everyone was able to get into the office for up to 2 hours at a time numerous times a week to get work down loaded to flash drives and taken home to be worked on. Staff often found other areas to work at or from with a couple of staff going to the Falls to work, or the ball fields, to area parks to pick up sticks from the winter before the lawn mowing crews got there, and some even cleaned our city vehicles in an effort to stay busy. All the while planning for the starting of programs at some time, staying in touch with staff who had been working for us and those who hope to work for programs and services we plan to offer this summer as things start to get back to what will be a new normal for all.

As of today, knowing this will most like change in the weeks to come, we are planning the following:

- To fill the three pools at the Falls before Memorial Day with an anticipated opening day of June 6 or later in the summer. Even if we cannot open at all this summer numerous people feel water needs to be in the pool to help prevent damage to the facility. Staff has been working on rules to be followed if and when this facility does open.
- The Recreation and Fitness Center will open once we get the go ahead and make sure we have staff available to work. Our staff has planned a lot of different requirements and will expect patrons and staff to take all socially correct steps to help insure the safety of all those using the facility.

**Recreation and Community Center Usage For April 2020 The year of COVID 19**

**The facility was closed the entire month.**

Members using the Facility	0	Ballroom Dance	0
Non-Members using the Facility	0	Personal Trainer	0
Child Care	0	Meeting/Tour/Rental	0
General Fitness Classes	0	Birthday Party Bonanza	0
Circuit Weight Training	0	Indoor Park	0
Cardio Cycling	0	Massages	0
Yoga/Pilates/Barre	0	Racquetball/Wallyball Hours	0
REC XFIT	0	Racquetball League	0
Zumba	0	Pickleball	0
		Steam Room	0
		TOTAL	0

**Recreation and Community Center Revenues**

<b>Resident Memberships Sold</b>		<b>Punch Cards</b>	
12 <sup>th</sup> Grade & Under	0	12 <sup>th</sup> Grade & Under	0
Adult	0	Adult	0
Adult-4-month	0	Senior Citizen	0
Youth-4-month	0	Child Care	0
Senior-4-month	0	Racquetball	0
Senior Citizen	0		
Family Pass	0		
Corporate Family	0		
Corporate Individual	0		

<b>Credit Card Usage</b>	
Rec Center-Program Refunds	\$1,480.00
Leisure Link	\$3,994.00

<b>Daily Fees</b>			
Admission	\$0.00	Racquetball	\$0.00
Child Care	\$0.00	Sponsor Payment	\$300.00
Concessions	\$457.65		

**Swimming Pool Passes (Summer)**

Family	0
Individual Adult	0
Youth/Senior	0
Lap Swim	0
Child Care Provider	0

**Youth Programs**

Introduction to Soccer		Swim Club	0
4 & 5 Year Olds	0	SCUBA	0
K & 1 Grades	0	Lifeguarding	0
Wrecking Crew		Learn to Swim	0
Softball	0	Pre-School Lessons	0
Baseball	0	Pool Parties	0

**Adult Programs**

Spring Volleyball Leagues	0	Adult Softball Leagues	0
Pickleball	0		

**Recreational & Lap Swim** 0

**Rentals**

Pool Parties	0	Shelters	0
Beach House	0	Equipment	0
Ball Fields	0	Recreation Center	0
Gateway Celebration Shelter	0		

**CEDAR FALLS RECREATION DIVISION**  
April-20

<b>SWIM PROGRAM</b>	
Lifeguarding	0
Lifeguarding Recertification	0
<b>TOTAL SWIM</b>	<b>0</b>
<b>ADULT EXERCISE</b>	
Circuit Weight Training	
T & Th 4:30 pm	0
<b>TOTAL CIRCUIT WEIGHT TRAINING</b>	<b>0</b>
<b>REC XFIT MONTHLY</b>	
M,W,F 5:15 am	0
<b>TOTAL ADULT EXERCISE</b>	<b>0</b>
<b>YOUTH SPORTS</b>	
<b>YOUTH SOCCER</b>	
TTh 5:00 pm (4-5 yrs.)	0
TTh 6:00 pm (K-1st Grade)	0
<b>TOTAL SOCCER</b>	<b>0</b>
<b>YOUTH WRECKING CREW BASEBALL</b>	
3rd & 4th Grade	0
5th & 6th Grade	0
<b>YOUTH WRECKING CREW SOFTBALL</b>	
3rd & 4th Grade	0
<b>TOTAL SOCCER</b>	<b>0</b>
<b>TOTAL YOUTH ACTIVITIES</b>	<b>0</b>
<b>ADULT SOFTBALL LEAGUES</b>	
Church	0
Men's	
Monday	0
Wednesday	0
Thursday	0
Mixed	
Tuesday	0
<b>TOTAL SOFTBALL</b>	<b>0</b>
<b>TOTAL ADULT SPORTS</b>	<b>0</b>

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



**Meetings, Conferences and Business Travel Marketing**

- Met with Iowa Society of Association Executives to discuss meetings market during and post COVID-19 and to deepen relationships with other members. X4

**Events that Occurred**

Date	Event	Attendance
April 4&5	Iowa Collegiate LAN <i>Potential grant and promotion</i>	132 anticipated cancelled-COVID-19
April 23&24	General Federation of Women's Clubs Iowa State Conf. <i>Welcome bags</i>	100 anticipated cancelled-COVID-19
April 27&28	Communication for All Conference <i>Potential grant and promotion</i>	100 anticipated cancelled-COVID-19



**Sports Related Marketing**

- Met with Tavis Hall and Ashley Johnson to discuss COVID-19 related challenges to the Cedar Valley Sports Commission.
- Met with Ron Gaines and Stephanie Houk-Sheetz to discuss solutions for Cedar Valley Sports Commission.

**Events that Occurred**

Date	Event	Attendance
April 3-5	USAW Folkstyle National Championships <i>CFTVB volunteers and promotion, CVSC assistance</i>	3,000 anticipated cancelled-COVID-19
April 18	Hwy 20 Crossroads Men's Volleyball Tournament <i>CVSC</i>	200 anticipated cancelled-COVID-19
April 24&25	Full Count Spring Softball Jam <i>CVSC grant</i>	1,065 anticipated cancelled-COVID-19

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



**Leisure Travel Marketing**

- Suspended digital advertisements mid-month while continuing with paid search. Pivoted messaging to assist local businesses still providing take-out meals, curbside pick-up and online ordering. Additional messaging was directed to trails and outdoor and virtual activities that could be experienced while social distancing.
- Our influencer marketing project was paused due to COVID-19.
- Completed management of trail guide reprint.
- Maintained trails events registration, social media and website.
- Monitored, shared and created posts on Facebook and Instagram.
- Published Weekender Newsletter and blog posts about bike month and a public art tour.
- Processed 434 leads from Travel Iowa advertising and 59 from AAA Living.
- Managed CV365 Calendar of Events, researching and postponing events and posting virtual experiences.
- Added keywords to CV365 listings to elevate search results.
- Worked with Destination Analysts to develop a survey for our website to track travel intent and website usage and satisfaction.

Date	Event	Attendance
April 2	Northern Iowa Orchestra Invitational <i>Promotional assistance</i>	200 anticipated cancelled-COVID-19
April 24	UNI Orientation <i>Showcase during event</i>	200 anticipated cancelled-COVID-19
April 24-16	Blue Suede Memories <i>Promotion</i>	4,000 anticipated cancelled-COVID-19



### **Tourism Related Business and Organization Coordination and Collaboration**

- Met with Community Main Street board.
- Met with Cedar Trails Partnership web site task force.
- Prepared membership mailing for Cedar Trails Partnership.
- Organized Cedar Falls Tourism and Visitors Bureau Board meeting where grants for the Iowa Board of Realtors and Cedar Basin Music Festival were both awarded grants. Both events have since cancelled so the grants will not be distributed.
- Met with Grow Cedar Valley Affiliates. x1
- Organized Cedar Valley Tourism Awards selection committee meeting to determine honorees.
- Published Hospitality Highlights newsletter x4.
- Maintained a web page for hospitality business related COVID-19 resources and announcements.



### **Asset Development**

- Completed Barn Quilts consumer tour.
- Prepared a new trail itinerary and a Buddy Holly tour.



### **Group Tour Marketing**

- Followed up with 27 leads generated at the American Bus Association Marketplace.
- Sent email to 983 tour planners.
- Worked on an August group which is now on hold.
- Prepared descriptions for future itinerary offerings.



### **Organization and Promotion of Tourism Related Events**

- Met with Iowa Destination Marketing Association to discuss federal, state and local news and efforts related to COVID-19. X4
- Met with Iowa Destination Marketing Alliance executive committee to discuss communications with Governor Reynolds and Debi Durham related to COVID-19 recovery efforts.
- Chaired an Iowa Destination Marketing Association Task Force to put a post COVID statewide marketing campaign together for recovery. X3
- Met with Sturgis Falls Celebration board – determined to cancel 2020 Celebration. Considering an abbreviated version in Gateway Park in late August.
- Met with Grow Cedar Valley Affiliates to discuss COVID-19 efforts and news. X1
- Met with Eastern Iowa Tourism Association executive committee.
- Organized Cedar Valley Pedal Fest committee meeting.
- Met with Cedar Basin Music Festival board.
- Attended Travel Iowa forum to learn about their marketing plans.



### **Increase Community Support**

- Contacted 30 volunteers to check in.

### **COVID-19 Notations**

- All staff worked from home during April and all meetings were held virtually.

### **Administrative Activities**

- Community Development staff meeting x10.
- Tourism staff meeting x4.
- Met with Friends of the Hearst Center.
- Attended City Council meeting as Civil Service documents were approved to hire new Sales & Marketing Coordinator.
- Met a temporary Hearst Center employee at the Visitor Center to do some cleaning.
- Met with Mayor Green to discuss improved process for appointing city board and commission members.

- Improved inventory process so volunteers can help in the future.
- Created Civil Service survey and scoring rubric for new full time staff person to assist with sales and marketing for meetings and events.
- Process bills and payroll x2.

**Focus for May**

- Complete statewide marketing campaign for post COVID placement.
- Pivot messaging to include new accommodations for safe travel once we come through the pandemic. Will be prepared to ramp up digital marketing because return on investments to inspire travel will yield more immediate benefits than other economic development activities.

Respectfully Submitted,



Kim Manning, Visitors, Tourism and Cultural Programs Manager

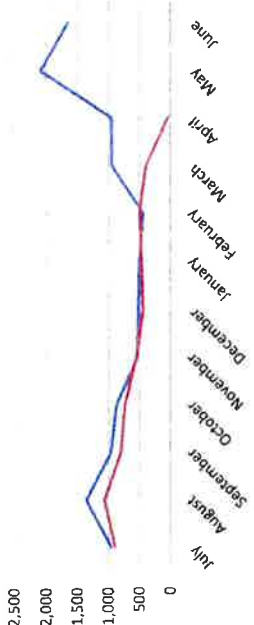


Monthly Activity Report for Cedar Falls Tourism & Visitors Division

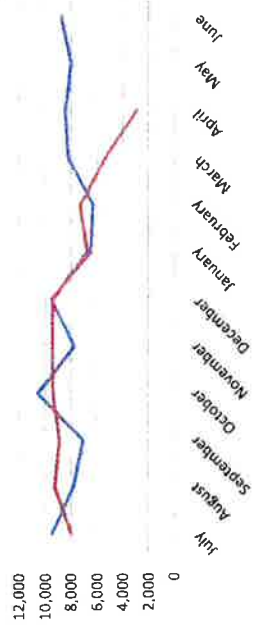
July 2019 thru June 2020	July	August	September	October	November	December	January	February	March	April	May	June	Totals
<b>INCOMING CONTACT BY</b>													
VC Walk in (Door Counter) FY20	893	1,071	799	737	548	433	466	501	396	43			5,887
VC Walk in (Door Counter) FY19	964	1,363	963	868	532	512	502	436	948	949		1,656	11,787
E-mail/Website	24	27	16	18	18	16	15	27	21	10			192
US Mail	1	0	0	0	0	0	0	1	0	0			2
Phone	150	146	123	99	114	61	116	113	179	50			1,151
<b>HOW HEARD ABOUT US - If offered</b>													
Friends / Family	2	8	6	5	0	5	0	0	1	0			27
Other (eg. mailing, ads, web/FBook)	14	15	4	2	6	0	1	3	0	0			45
Signage	8	42	12	10	4	7	6	14	2	0			105
Advertising	3	0	3	0	0	0	0	0	0	0			6
Trade / Consumer Show	1	0	0	0	0	0	0	0	0	0			1
<b>SERVICES PROVIDED</b>													
Attended a Meeting/Rental	58	112	58	61	68	40	84	73	18	0			572
Bureau Business	205	185	188	190	180	117	166	128	127	19			1,505
Group Tour Info	0	3	0	2	0	2	1	3	0	0			13
Hotel/Restaurant	3	0	0	2	7	0	1	4	2	0			19
Relocation	51	6	8	4	6	2	3	2	2	0			84
School Project	0	0	0	26	1	0	0	0	3	0			30
Special Event	1	5	0	7	1	0	1	0	2	0			17
Trail User	93	95	72	45	30	19	2	3	18	2			379
UNI	3	7	21	25	21	1	3	3	0	0			84
VC Amenities including Restroom	594	619	553	461	289	244	173	210	346	44			3,533
<b>ADVERTISING LEADS</b>													
Invia Travel Guide / Website	541	441	340	294	223	453	1,110	1,289	1,314	434			6,439
FITA Travel Guide	0	0	0	0	0	0	0	0	0	0			0
AAA Living	NA	NA	NA	NA	NA	NA	77	189	59	0			325
Midwest Living (Best of the Midwest)	NA	NA	NA	NA	NA	NA	NA	NA	NA	10			10
Invia Tour Guide (group leads)	7	0	1	1	4	3	4	4	0	1			25
<b>NEWS BROCHURE DISTRIBUTION</b>													
Total Visitor Guide Distribution	921	1,131	1,097	1,150	622	960	8,378	1,986	1,821	451			18,517
VG Mailed Out (Individual)	13	25	13	11	2	10	14	19	16	5			128
VG Bulk Distribution (Local)	309	379	472	642	292	113	3,698	369	243	0			6,537
VG Bulk Distribution (Non-Local)	0	120	0	0	45	347	3,149	25	47	0			3,733
Relocation	51	124	10	5	6	25	2	11	2	1			157
Welcome Bags	0	124	261	197	50	30	301	60	140	0			1,163
Total Trail Guide Requests	139	342	510	273	282	138	503	121	106	8			2,422
<b>WEBSITE TRAFFIC</b>													
Users FY20 (including CV365)	11,154	9,287	8,901	9,423	9,445	9,448	6,794	7,314	5,365	2,899			80,030
Users FY19	9,489	7,844	7,077	10,612	7,731	9,552	6,519	6,341	8,229	8,459		8,790	96,671
Sessions FY20 (including CV365)	13,768	11,173	10,618	11,426	11,207	11,275	8,011	8,583	6,354	3,452			95,867
Sessions FY19	11,650	9,315	8,628	13,168	9,476	11,833	7,724	7,503	9,879	10,185		10,721	119,696
Pages with Top Views	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Things to Do	Homepage	Things to Do	Homepage	Homepage			
Top Traffic Source	Google	Google	Google	Google	Google	Google	Google	Google	Google	Google			
Top Referral Site	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook	Facebook			
<b>SUBSCRIPTIONS</b>													
Wanderer News (consumer newsletter)	481	505	529	551	568	584	601	613	621	637			6,378
Wanderer Blog	216	235	249	263	273	283	281	300	302	311			3,111
Hospitality Highlights (quarter newsletter)	456	479	493	507	517	526	542	551	558	568			5,688
<b>SOCIAL MEDIA FOLLOWERS</b>													
Facebook (likes)	8,757	8,797	8,809	8,825	8,841	8,840	8,841	8,860	8,864	8,855			88,289
Instagram	1,324	1,355	1,376	1,401	1,441	1,481	1,525	1,567	1,592	1,614			14,676
Twitter	3,750	3,758	3,768	3,783	3,791	3,801	3,810	3,810	3,815	3,822			37,908
Pinterest	512	516	520	523	525	528	529	533	533	538			5,257
<b>VOLUNTEER INVOLVEMENT</b>													
Board / Committee Hours	140	70	160	158	190	67	226	87	42	20			1,160
Student / Intern Hours	192	0	0	0	0	0	0	0	0	0			270
Event Hours / Visitor Center	89	108	88	82	101	71	79	80	51	0			748
Event Hours / Special Event/Ramp Station	20	4	20	4	7	0	7	30	59	0			151
<b>MISC.</b>													
Rentals in Conference Room	1	6	0	0	2	0	2	2	1	0			14
Partner Meetings in Conference Room	2	3	5	4	4	2	3	2	2	0			27

Motor Coach Group in CF	0	1	3	0	0	0	0	0	0	1	1	0	0	0	0	6
<b>INCOME</b>																
Gift Shop Sales	\$660.56	\$506.14	\$674.76	\$320.97	\$377.12	\$1,031.33	\$231.08	\$248.89	\$61.33	\$0.00	\$4,112.18					
Facility Rental	\$0.00	\$975.00	\$0.00	\$0.00	\$187.50	\$0.00	\$450.00	\$375.00	\$0.00	-\$300.00	\$1,687.50					
Hest Motor Coach, V/C or Step Guide:	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00					

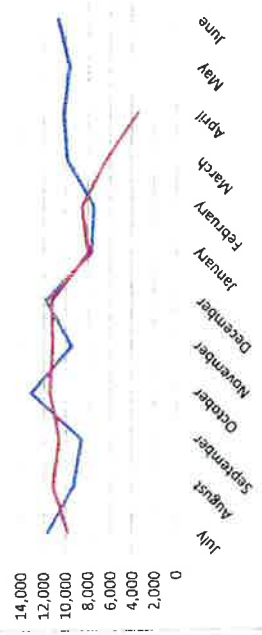
Visitor Center Traffic, Door Counter



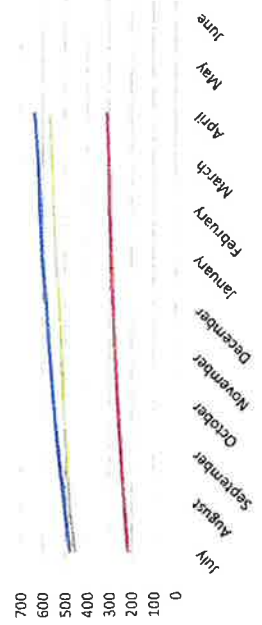
Website Traffic, Users



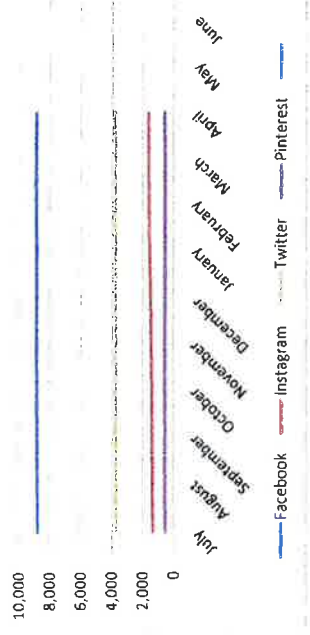
Website Traffic, Sessions



Subscriptions FY20



Social Media Likes/Followers FY20



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



**PUBLIC EVENTS/PROGRAMS @ The Hearst**

*All programs listed below were (or continue to be) hosted virtually due to COVID-19.*

Month-long:	Cedar Falls Student Art Exhibition (virtual exhibition)
April 8:	Slime “At Home Art Activity” video with Hearst staff
April 13:	Launch of “Hearst Haiku” virtual exhibition, ongoing
April 14:	Virtual Hearst Photo Club meeting
April 15:	Homemade paint “At Home Art Activity” video with Hearst staff
April 21:	Pinecone Animals “At Home Art Activity” video with Hearst staff
April 21	Virtual EARTH DAY, a series of online programs presented on our Facebook page and website, with programming from partners at Americorps, CFPL, UNI and Hearst staff.
April 21:	Virtual Drink & Draw Club meeting
April 30:	Virtual Final Thursday Reader Series, including “open mic” uploads and guest author talk.

**HIGHLIGHTS from Heather Skeens, Cultural Programs Supervisor:**

- Create and file materials for City Council meeting on April 6, regarding lease agreement for UNI Alumni Studio artist Abby Hedley.
- Write and submit grant application for emergency support funding from the Iowa Arts Council per CARES Act funding from the NEA.
- Meet with PAC president and liaison to discuss projects and plan for delayed meetings.
- Attend virtual Friends of the Hearst board meeting, present supervisor’s report.
- Attend virtual meeting with new program partner to work on series of large-scale public programs themed around aging, slated for spring 2021.
- Attended webinar with the Iowa Department of Cultural Affairs regarding emergency funding for arts and cultural organizations.
- Prepare and present quarterly Hearst financial report via email to Art and Culture Board, as well as supervisor’s report.
- Met virtually several cultural colleagues in the area to discuss their organizational plans, ideas for reopening, timelines, etc. and to share resources.
- Met virtually with Heidi Fuchtman of the Youth Art Team to discuss future projects.
- Worked with city staff to move Hearst staff to a work-from-home plan; worked with all Hearst staff members to create future/revised work-plans.
- Continued to field questions from partners regarding program dates, etc.; worked with staff to make plans for cancellations, postponements and rescheduled events, classes and public programs.
- Worked with Emily to redesign the annual exhibition schedule to accommodate agreements with artists, continue to honor agreements for future exhibitions, navigate getting/returning artworks, etc.
- Continued to communicate with board/committees about updates from the Hearst.
- Worked with Abby to review/ update web content, special announcements and e-news.
- Worked with Lea Steward to approve council bills, dailies, timesheets, etc.
- Worked with Kim and Stephanie to find alternate work for special purpose Hearst staff.

- Led virtual weekly staff meetings and several virtual one-on-one meetings with staff to assist navigating changing schedule and new policies we need to adopt in the future.
- Continued to provide updates, ideas and learnings from other cultural colleagues to manager and director as we navigate changing expectations from the public.
- Walked through the building at least once weekly to check storage areas, run sinks, etc.

**HIGHLIGHTS from Lea Stewart, Senior Services Coordinator:**

- Researched refund options and made cancelation arrangements for museum conference in May.
- Canceled class registrations and processed refunds and account credits.
- Rescheduled and canceled rentals in MaxGalaxy and processed account credits.
- Updated online registration class descriptions to reflect spring closures.
- Worked with IT department to set up tech in order to be able to work from home.
- Tracked down packages delivered to different addresses due to building closures.
- Guided staff through new payroll policies and created new timesheets.
- Collaborated with supervisor on the future benefits for Friends donors.
- Updated PP donor database: removing duplicates, updating addresses and marking deceased donors.
- Compiled budgeting reports for supervisor.
- Researched invoices and requested account changes per supervisors request.
- Began work on Fixed Asset inventory check.
- Prepared agenda and packets and attended board meeting of Friends of the Hearst.
- Purchased and maintained stock of office supplies.
- Processed weekly deposits for the Hearst front desk and Friends group checks.
- Answered questions on the phone and in person about upcoming events & classes.
- Entered council bills, P-card transactions and payroll.
- Generated reports from AS-400 for staff members as requested.
- Recorded Friends donations and membership dues in Past Perfect.
- Updated the past year comparison report of Friends Memberships.
- Updated the financial report for the Public Art Committee meeting.

**HIGHLIGHTS from Emily Drennan, Curator and Registrar:**

- Being mindful of fellow staff members' schedules, work on site at the Hearst to patch, sand, and paint gallery walls.
- Work with IT to troubleshoot issues with working from home.
- Work with Heather Skeens and communicate with Paul Kochler to set up work from home/not working time via FMLA and then make changes as guidelines changed.
- Work with Public Art Committee chair and CPS to make decisions regarding postponements of the group's meeting; communicate with members, guests.
- Order gallery paint for delivery at the Hearst.
- Work with Julie on VPN issues, set up Micollab, and access to drives. Thank you!
- Communicate regularly with exhibiting groups and individuals to make postponements and changes to the exhibition calendar.
- Attend weekly staff meetings and one-on-one meetings with CPS and other staff.
- Prepare and submit work plans.
- Work with staff to develop ways to share the work of the Hearst via social media; prepare some content for the Marketing Assistant.
- Develop exhibition concepts for virtual or to meet social distancing guidelines.

- Work with the daughter of the late KC Franks, an Iowa artist whose work the Hearst means to present in 2020.
- Prepare valuation for selection of works of art from the permanent collection; input dated record of valuation in museum database while standardizing fields in records; consult sales history, gallery listings, et cetera.
- Prepare report of valuation work; meet with CPS to review; work to make changes.
- Draft loan agreement extension for lender Randolph Hemminghaus; upon approval, send along to lender.
- Prepare a monthly report for the month of March and submit
- Change lightbulbs in the gallery and reception area
- Turn off heated tape on the roof of the building for the season, building humidifiers
- Respond to inquiries regarding the Cedar Falls Student Art Exhibition

#### **HIGHLIGHTS from Sheri Huber-Otting , Programs Coordinator.**

- Many events were cancelled or postponed for April but we did put Earth Day online this year. Programs and Marketing coordinators worked with UNI AmeriCorps volunteers, the CF Public Library, Waste TRAC, and the Hearst Education team to provide earth day related information and activities. Total Earth Day Engagement via FB: 2,468, Total Earth Day Post Likes via FB: 55, Total Earth Day Post Shares via FB: 13
- Final Thursday Readers Series was again presented online.
- Online Pedal Fest meeting to discuss dates and brochure info.
- Hearst Photo Club Meeting was an online invitation for members to post images and other members commented on them, 7 members interacted.
- There were no rentals, no rehearsals or receptions in April due to cancellations.
- Wrote one rental contract.
- There were no volunteers in April since we were closed to public.
- Reviewed materials for upcoming events in May and beyond.
- Attended weekly staff meetings.
- Continued work on the 2020 Passport to the Arts programming.
- Worked on content for Amy Clampitt exhibit and grant.
- Worked with marketing coordinator on upcoming events.
- Attended T=three online webinars concerning programming and COVID-19.
- Completed fixed asset inventory at the Hearst Center.

#### **HIGHLIGHTS from Angie Hickok, Education Coordinator:**

- Attended weekly staff meetings.
- Continued to coordinate with Felicia Cass to provide correlating workshop with current exhibition in May to enhance exhibition experience. Moved to July 21.
- Supervised and delegated duties to Ed Assistant: ordering supplies, organizing classrooms, coordinating outreach C.A.F.E. programs, planning weekly work plans.
- Emailing with Tait at CFPL about card workshop - we're planning for late May and I will use zoom and do a watercolor card workshop.
- Emailing with Vicki Schueler, member of Aarc Cedar Valley, to plan for CAFE program hosted at the Hearst in October.
- Met via zoom with 10 instructors for evaluations and their goals.
- Researched an alternative staff scheduling program.
- Finished photography camp and started planning science camp.
- Completed Photography camp lesson planning- weekly & daily plans, power point.
- Constructed an example camera obscura for photography camp.

- Emailed birthday parents to cancel parties.
- Planned and designated duties to Ed Asst., in collaboration with Programs Coordinator about Earth Day programming.
- Communicated with Ceramic Lab Tech ideas for early work plans.
- Emailed potential instructors to schedule virtual meetings.
- Started The Art of Science camp lesson plans.
- Provided open communication with staff via facebook group.
- Coordinated with select instructors to provide examples/videos of the artwork they do, as an instructor highlight for social media outreach.
- Began developing virtual classes online-to provide material kits for at-home art.

#### **HIGHLIGHTS from Abby Haigh, Marketing Assistant**

- Coordinated with city graphic designer on projects: Summer 2020 brochure, Lasansky exhibit pvc panels and upcoming print project timeline.
- Hearst Haiku Exhibit: created exhibit poem graphic and created the virtual exhibition, uploaded to Hearst website. This is an ongoing virtual program.
- Coordinated with author David Faldet on virtual book reading for website/social media.
- Virtual Earth Day: created online event, coordinated with partners from AmeriCorps UNI and the Cedar Falls Public Library on materials needed and uploaded all activities to social media and website.
- Coordinated Cedar Falls Student Art 2020 prints (in partnership with Leverage Printing) with patrons – sending additional information and creating order lists.
- Continued to coordinate/compile info about cancelations, postponements for education, events and exhibitions for social media, website and print materials.
- Updated Hearst website as needed, adding images, updates and posts.
- Continued to submit upcoming info/cancelations for events/exhibitions/education for the 365 online calendars.
- Continued to work with Education Coordinator/Education Assistant for social media posts and website content for At Home Art Activities (video tutorials).
- Continued to coordinate with Communications Specialist for City of Cedar Falls Hearst info/photos for City of Cedar Falls blog and social media postings.
- Mail Chimp: sent/added email subscriptions April E-News
- E-News: 1, 113 subscribers, 1,225 contacts
- Facebook Engagement: 30,306 views, Likes: 2,067, Followers: 2,160
- Facebook Event Listings: 2 Virtual Events (Earth Day Celebration and Final Thursday Reading Series)
- Instagram Followers: 444
- Created content/graphics/posts for all social media. Researched other intuitions for reposting content on Hearst social media.

Respectfully submitted,



Heather Skeens, Cultural Programs Supervisor  
Hearst Center for the Arts

Hearst Center for the Arts Activity Report - Cultural Division FY20

	July FY20	July FY19	Aug. FY20	Aug. FY19	Sept. FY20	Sept. FY19	Oct. FY20	Oct. FY19	Nov. FY20	Nov. FY19	Dec. FY20	Dec. FY19	Jan. FY20	Jan. FY19	Feb. FY20	Feb. FY19	Mar. FY20	Mar. FY19	April FY20	April FY19
<b>ATTENDANCE</b>																				
# of Days Open to Public	27	27	30	28	25	26	27	26	24	24	24	23	27	25	25	23	14	28	0	22
Door Counter	2420	2579	2359	1743	1544	1195	1936	2534	1431	2014	1234	1197	1633	1673	1695	1831	827	2299	0	2800
Sculpture Garden (ext.)	375	375	350	350	300	300	250	250	200	200	200	200	200	200	200	200	200	250	0	400
Average visits per day	103.52	109.41	90.30	74.75	73.76	57.50	80.96	107.08	67.96	92.25	59.75	60.74	67.89	74.92	75.80	88.30	73.36	91.04	n/a	145.45
<b>VISIT PURPOSE</b>																				
Exhibition (walk in)	365	313	318	347	256	184	339	248	211	343	242	244	177	220	201	196	142	258	0	398
Exhibition Receptions	0	141	15	101	67	49	63	49	94	44	0	37	43	0	49	92	0	0	0	742
Meetings	34	40	32	65	16	40	49	69	44	51	39	106	73	117	24	52	7	55	0	44
Youth Classes	0	64	0	16	177	140	368	375	115	62	0	0	368	375	375	354	0	89	0	420
Adult Classes	174	59	34	29	85	45	104	76	41	30	35	22	111	160	135	153	32	36	0	136
Messy Mornings	0	0	0	0	78	67	119	85	72	49	39	60	93	73	80	54	46	40	0	65
Camps	909	918	989	448	38	25	0	0	66	40	0	0	0	0	73	20	123	359	0	0
Birthdays Parties	34	65	43	84	0	62	59	45	0	29	17	73	29	16	104	53	84	76	0	0
Workshops	36	37	25	0	13	11	0	79	0	25	17	24	52	24	36	0	0	0	0	14
Tours	90	89	0	0	0	0	49	110	4	0	0	0	0	0	0	10	18	64	0	55
Rentals	35	134	187	0	0	84	114	34	75	41	53	41	85	17	17	115	34	117	0	190
Ceramics Lab	40	18	16	21	15	15	33	21	30	11	41	25	36	10	41	32	27	8	0	28
Public Programs	228	151	145	140	174	304	230	664	137	276	161	252	241	373	275	157	379	450	0	202
Thursday Painters	86	99	98	130	80	86	89	67	69	97	75	99	87	100	74	66	41	77	0	91
Volunteers / hr of hours	7/23	13/22/75	8/14	3/5/5	6/17/25	5/26/75	5/10/5	5/37	5/24	5/37	2/4/25	3/17	6/14/5	3/12	6/14/5	6/36	19/41/5	12/61/25	0	5/33
Other	134	577	151	367	90	94	71	776	306	945	261	370	60	188	32	467	50	670	0	169
<b>SERVICES OFFERED</b>																				
Youth Classes	0	3	0	1	2	13	5	5	4	4	0	0	4	11	4	3	0	4	0	3
Adult Classes	10	13	2	10	4	4	13	16	5	3	4	4	11	14	16	12	7	5	0	11
Rentals (inc. recitals, etc.)	1	3	7	0	3	4	6	1	3	1	1	1	4	7	1	4	2	5	0	7
Community Group Mtgs	2	11	6	14	7	12	6	12	8	8	5	2	6	6	6	5	1	5	0	6
Messy Mornings	0	0	0	0	4	4	5	5	3	4	3	3	4	3	4	4	2	3	0	4
Camps	10	10	3	5	1	1	0	0	1	1	0	0	0	0	1	1	2	2	0	0
Birthdays Parties	1	2	1	2	0	2	2	1	0	0	1	2	2	2	2	2	2	2	0	0
Workshops	3	1	1	0	1	1	1	1	1	1	1	1	1	3	3	3	0	2	0	1
Tours	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	2	0	1
Public Programs	4	6	6	7	7	14	9	8	7	7	9	8	7	12	7	5	7	11	0	8
Thursday Painters	4	4	5	5	4	4	5	4	3	4	4	4	5	4	4	4	2	4	0	4
Exhibition Receptions	0	1	1	1	1	1	1	1	2	1	0	1	1	0	1	1	0	0	0	2
<b>DIGITAL TRAFFIC</b>																				
E-News Subscriptions	1165	1305	1160	1299	1161	1266	1156	1266	1148	1254	1238	1233	1143	1220	1143	1206	1115	1202	1113	1181
Facebook Views	2073	23142	24078	16516	21945	17770	27795	24760	23335	18076	24761	14211	27866	34260	37207	21823	32880	28309	30306	42367
Facebook Followers	1974	1643	1978	1659	1993	1673	2011	1696	2024	1705	2039	1714	2055	1760	2095	1791	2139	1878	2160	1913
Facebook Event Listings	8	6	8	6	7	11	8	8	8	8	6	8	7	11	11	7	9	7	2	10
<b>OFFSITE SERVICES</b>																				
Offsite Educ. Encounters	206	152	237	315	322	415	103	611	0	112	215	463	0	0	16A	216	72	262	0	685
Offsite Educ. Programs	4	4	3	4	4	4	2	2	2	2	2	2	0	0	2	2	2	2	0	3
Community Committee Mtgs	2	2	2	3	2	3	3	4	6	3	4	1	4	5	2	2	2	2	0	2
<b>MEMBERSHIPS</b>																				
Total Friends Memberships	227	182	229	224	218	234	233	240	223	228	232	232	216	222	276	231	268	293	269	279
New/Renewed this month	6	0	22	44	7	11	29	29	15	20	95	23	22	15	22	20	26	20	7	5
<b>PLANS</b>																				
Newspaper	0	1	0	1	1	1	0	2	1	0	0	1	1	0	2	0	0	0	0	2
Radio, Interviews, ads	1	1	1	2	1	1	0	2	2	2	1	0	0	0	0	0	0	0	0	0
Press Releases	2	1	1	2	1	1	1	1	1	1	1	1	2	4	2	1	0	0	2	2
ADS, other (FB ads, etc.)	0	2	1	1	2	0	1	13	1	0	1	0	3	0	5	1	5	1	0	2

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

Item 8.

<b>Project</b>	<b>Description</b>	<b>Status</b>	<b>Budget</b>	<b>Contractor/ Developer</b>
2018 Street Construction	Street Repair	Punch List Remains	\$4,700,000	Engineering Division PCI
2019 Bridge Maintenance Project	Bridge Maintenance	Final Out	\$310,000	Engineering Division Foth PCI
2019 Permeable Alley	Storm Water	Final Out	\$260,000	Engineering Division Bentons
2019 Sidewalk Assessment	Sidewalks	Final Out Remains	\$155,170.41	Engineering Division
2019 Street Construction	Street Repair	Punch List Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Design/Notices	TBD	Engineering Division
2020 Street Constrcution	Street Repair	Construction Underway	\$3,385,340.30	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Punch List Remains	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design	\$6,000,000	Snyder
Cedar River Whitewater Recreation	Recreation	RFP for Consultant	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Downtown Levee Improvements	Flood Protection Raise Levee to 500 Year	Construction Underway	\$11,800,000	Engineering Division AECOM / IBC
Dry Run Creek Sanitary Sewer Phase II	Sanitary Sewer	Final Out	\$3,800,000	Engineering Division SM Hentges
Greenhill Road Extension	New Street Construction	Final Out Remains	\$5,100,000	Engineering Division AECOM
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Final Out Remains	\$160,000	Engineering Division / Snyder & Cunningham
University Avenue - Phase I	Reconstruction	Final Out	\$14,500,000	Engineering Division Foth Cunningham
University Avenue - Phase II	Reconstruction	Final Out	\$13,632,000	Engineering Division Foth PCI



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

<b><i>Project Title</i></b>	<b><i>Description</i></b>	<b><i>Status</i></b>	<b><i>Budget</i></b>	<b><i>Contractor/ Developer</i></b>
Autumn Ridge 8th Addition	New Subdivision	Approved	-----	BNKD Inc. Shoff Engineering
Autumn Villages Phase II & III	New Subdivision	Approved	-----	CGA
Gateway Business Park	New Subdivision	Approved	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	CGA
Greenhill Village Estates	New Subdivision	Construction Underway	-----	Nelson Contraction & Development
McMahill Plat	New Subdivision	Final Out Remains	-----	Cedar Falls Schools Hall and Hall
Panther West II - 1st Addition	New Subdivision	Preliminary Plat	-----	CGA
Park Ridge Estates	New Subdivision	Approved	-----	Brian Wingert CGA
Pheasant Hollow 7th Addition	New Subdivision	Construction Underway	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Construction Underway	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Approved	-----	Jim Sands/VJ
The Arbors Fourth Addition	New Subdivision	Construction Underway	-----	Skogman/CGA
The Terraces at West Glen, New Aldaya West Campus	New Subdivision	Construction Underway	-----	New Aldaya/Fehr Graham

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
200 West 1st Street	200 W. 1st Street	Approved	Approved	Arabella, LLC	Active
422 Main St Driveway Relocation	422 Main St	Approved	-----	Fehr Graham Engineering	Completed
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
924 Viking Road	924 Viking Road	Approved	Approved	Dahlstrom/CGA	Active
Air King Filtration	2800 Technology	Under Review	Approved	Punch List Remains	Active
Airgas Parking Lot Addition	407 Performance Drive	Approved	-----	Cardinal Construction	Active
Aldrich Elementary School	2526 Ashworth Drive	Approved	Approved	Larson Construction	Active
Ashley Furniture	2615 Capital Way	Approved	Approved	Claassen Engineering	Completed
Bethany Bible Church	4507 Rownd Street	Seed Stabilization	Approved	VJ Engineering	Completed
Brookside Veterinary Hospital	9305 University Avenue	Approved	-----	Magee Construction Company	Completed
Buckeye Corrugated	2900 Capital Way	Approved	Approved	Fehr Graham Engineering	Active
Cedar Falls Lutheran Home for Aged	7501 University Avenue 1A & 2B	Approved	-----	Peters Construction	Completed
Cedar Valley Chamber of Commerce	310 E 4th Street	Approved	-----	Koch Construction	Completed, Final stabilization in
Cedar Valley Veterinary Clinic	1703 State Street	Approved	Approved	Lehman Trucking & Excavating	Completed
Cedarloo Park Parking Lot	4418 University Avenue	Approved	-----	City of Cedar Falls	?
CFU Building Addition	1 Utility Parkway	Approved		Punch List Remains	Active
City of Cedar Falls	3626 W. 12th Street	Approved	-----	Peters Construction	Completed
College Square Apartments	925 Maplewood Drive	Seed Stabilization	Approved	Confluence	Completed
Community Foundation	3117 Greenhill Circle	Seed Stabilization	Approved	Peters Construction	Completed
Community Motors	4617 University Avenue	Seed Stabilization	Approved	Holland Engineering	Completed
Deere and Company	6725 Cedar Heights Drive	Seed Stabilization	-----	Peters Construction	Completed
Fager Properties LLC	3123 Big Woods Road	Approved	-----	Punch List Remains	Active
Fareway Stores	4500 S. Main Street	Approved	Approved	Fareway Stores/ Snyder & Associates, Inc.	Hydro mulched, Need final stabilization
Greenhill Fountains - Ph. II	5307 Caraway Lane	Approved	Approved	Hall & Hall	Active
Hampton Inn	101 W. 1st Street	Approved	Approved	VJ Engineering	Active
Hanna Park Lot 5	Under Construction	Approved	Approved	Shoff Engineering	Active
Hennessey Dentistry (Building)	9219 University Avenue	Approved	Approved	VJ Engineering	Active
Henry Property (Fleet Farm Store)	Ridgeway Ave.	Approved	Approved	Henry Property/Bayer Baker	Active
Hertz Farm Building Renovation	6314 Chancellor Drive	Approved	Approved	Peters Construction	Active
Hilton Garden Addition	5540 Nordic Drive	Approved	Approved	VJ Engineering	Active
Holiday Inn	7400 Hudson Rd	Approved	Approved	Shive Hattery	Active
Immanuel Lutheran Church	4820 Oster Pkwy	Under Review	Under Review	ISG	Hold by Planning
Jacobson Parking Areas	411 Clay Street	Approved	Approved	Peters Construction	Completed
JC Enterprises Building Addition	1910 Center Street	Approved	-----	JC Enterprises	Completed
JC Enterprises Parking Lot	1910 Center Street	Approved	-----	JC Enterprises	Completed
John Deere PEC	John Deere PEC	Under Construction	Approved	John Deere/Bolten Menk	Active
Kohl's Parking Lot	5911 University Ave. Suite	Approved	-----	Kimley Horn & Associates, Inc.	Completed
Lot 5 West Viking Road	3201 Venture Way	Approved	Approved	Skogman/CGA	Active
Martin Bros. Marketing Center (Building Addition & Parking)	6623 Chancellor Drive	Approved	Approved	Fehr Graham Engineering	Active
N. Cedar Elementary School		Approved	Approved	Brain Engineering	
North Elementary School	2419 Fern Avenue	Approved	-----	Cardinal Construction	Active

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

<b>Project</b>	<b>Description</b>	<b>SWPPP Status</b>	<b>Detention Calcs Status</b>	<b>Developer/ Engineer</b>	<b>Project Status</b>
Orchard Elementary	3909 Rownd Street	Approved	Approved	Brain Engineering	Active
Owen5 Construction Facility	Lot 16 Northern CF	Approved	Approved	ISG	Hold by Planning
Panther Office Addition	616 Clay Street	Approved	-----	Dollys Rental	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Active
Public Safety Building	4600 S. Main Street	Approved	Approved	CGA/Peters Construction	Active
Rabo Agrifinance	1402 Technology Pkwy.	Approved	Under Review	Fehr Graham Engineering	Active
Raising Cane's	201 Viking Plaza Drive	Approved	-----	Cheever Construction/CGA	Active
Redeemer Church	815 Orchard Drive	Approved	Approved	VJ Engineering	Active
River Place MU II	122 E. 2nd Street	Approved	Approved	AECOM	Active
Slumberland (Building Addition	6607 University Avenue	Approved	Approved	Fehr Graham Engineering	Completed
Standard Distributing Co.	317 Savannah Park Road	Approved	Approved	Casady Engineering, Inc.	Active
Standard Distribution	1225 Rail Way	Approved	Approved	Fred Rose, LLC	Active
State Street Mixed Use LC	200 E. 2nd Street	Approved	-----	Benton Sand & Gravel Inc.	Active

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
PARKS/CEMETERY/GOLF SECTION  
MONTHLY REPORT FOR APRIL 2020**

**PARK**

- Performed routine cleanup duties at Paw Park.
- Performed routine restroom stocking duties.
- Routine Rec Trail brooming and cleaning of debris.
- Planted trees in the City Nursery.
- Stump grinding in the City ROW and Pheasant Ridge Golf Course from ash removals.
- Cleaned up trash and debris from buy out lot on Timothy.
- Replaced wood deck on picnic table trailer.
- Removed park bench on Main St that was damaged from vehicle.
- Closed the basketball courts at Gateway, Clay St, Pfeiffer, and Lookout parks.
- Mowed bio-cells at 2200 Technology Pkwy
- Forming concrete pad for new fuel barrels at Greenwood Cemetery.
- Performed prescribed prairie burn at Big Woods Park.
- Charged the Pheasant Ridge Golf Course irrigation system.
- Turned on water for park restrooms.
- Repaired the mowing building overhead door at 606 Union Rd.
- Closed Restrooms in City Parks due to COVID
- Removed two benches at the Aquatic Center to be replaced at a later date.
- Installed the docks at Island Park.
- Repaired volleyball nets and poles at Island Park beach area.
- Mowing Parks and city property.

**ARBORIST**

- Ash Street trees removals. (7)
- Tree Removals. (5)
- Routine trimming and hanger removal locations. (17)
- Stump Grinding/Clean-up at Pheasant Ridge Golf Course.
- City Nursery Tree Planting. (672 trees)

**CEMETERY**

- Mowing/Trimming Cemeteries.
- Removed flowers from graves after winter months.
- Filled graves from winter settling.
- Routine grave opening/closing.

DEPARTMENT OF PUBLIC WORKS  
CEMETERY SECTION  
MONTHLY REPORT

FOR THE MONTH OF: April Year 2020

<b>Interments:</b>		
	<b>Greenwood</b>	<u>3</u>
	<b>Fairview</b>	<u>-</u>
	<b>Hillside</b>	<u>-</u>
<b>Disinterment:</b>		
<b>Spaces Sold:</b>		
	<b>Greenwood</b>	<u>-</u>
	<b>Fairview</b>	<u>-</u>
	<b>Hillside</b>	<u>-</u>
<b>Services:</b>		
	<b>Cremations</b>	<u>1</u>
	<b>Saturday</b>	<u>-</u>
	<b>Less than 8 hrs. notice</b>	<u>-</u>
	<b>After 3:00p.m.</b>	<u>-</u>

-----

<b>Receipts:</b>		
<b>Prepetual Care</b>	<b>Greenwood</b>	<u>\$ -</u>
	<b>Fairview</b>	<u>\$ -</u>
	<b>Hillside</b>	<u>\$ -</u>
	<b>Burial Permits</b>	<u>\$ 1,850.00</u>
	<b>Lot Sales</b>	<u>\$ -</u>
	<b>Marker permits</b>	<u>\$ 260.00</u>
	<b>Deed Transfers</b>	<u>\$ -</u>
<b>Total Receipts:</b>		<u><u>\$ 2,110.00</u></u>

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
REFUSE SECTION  
MONTHLY REPORT FOR APRIL 2020**

**RESIDENTIAL SOLID WASTE COLLECTION**

The automated units collected a total of 700.10 tons of solid waste during the month of April. The 142 loads required 341.50 man-hours to complete, equating to 2.05 tons per man-hour. The automated units used 1,416.04 gallons of low sulfur diesel fuel during the month.

**PARKS GARBAGE ROUTE**

The automated park garbage truck collected a total of 2.05 tons of solid waste during the month. The 8 loads required 64.00 man-hours to complete, equating to 0.03 tons per man-hour. The automated unit used 43.43 gallons of low sulfur diesel fuel during the month.

**CONTAINER ROUTE**

The container route crew collected Twenty-one (21) loads of refuse for the month. The containers totaled 37.75 tons and required 98.00 man-hours to complete. This operation yielded 0.39 tons per man-hour. The semi-automated collection totaled 16.51 tons and required 61.00 man-hours to complete. This operation yielded 0.27 tons per man-hour.

The total number of April container dumps was 741. Sixteen percent (16.19%) or 120 of these dumps, were for non-revenue bearing accounts.

The container route truck used 251.32 gallons of low sulfur diesel fuel during the month.

**LARGE ITEM COLLECTION**

Refuse personnel made 149 large item stops during the month and collected 8.50 tons. This required 44.00 man-hours to complete and equates to 0.19 tons per man-hour. Forty (40) Appliances, Eight (8) Tires and Ten (10) Televisions were collected this month.

**RESIDENTIAL YARD WASTE COLLECTION**

Refuse crews collected 209.23 tons of yard waste curbside this month. The 69 loads required 183.40 man-hours to complete, equating to 1.17 tons per man-hour.

There are currently 7,928 yard waste accounts throughout the city.

5,617 yard waste carts were picked up this month.

The Automated yard waste collection trucks used 500.51 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION SOLID WASTE**

The Transfer Station's trucks hauled 73 loads of solid waste to the Black Hawk County Landfill totaling 1,041.04 tons.

The Transfer Station accepted 276.13 tons of commercial and residential solid waste this month.

273 appliances, 134 tires, 127 television sets, and 92 computer monitors were received at the Transfer Station for the month.

Five (5) Bag Tags were purchased this month.

The Transfer Station's trucks used a total of 576.93 gallons of low sulfur diesel fuel during the month.

**TRANSFER STATION YARD WASTE**

The Transfer Station's did not haul any loads of yard waste to the Black Hawk County Landfill. All loads were taken to the Compost Facility.

The Transfer Station accepted 5.90 tons of commercial and residential yard waste this month.

Refuse crews hauled 212.04 tons of yard waste to the Compost Facility this month.

**RECYCLING CENTER (Drop off site located at 1524 State Street)**

The recycling center received the following approximate quantities during the month of April:

Tin (Baled)	3.30 tons
Plastic (non-baled)	2.25 tons
Plastic (Baled)	18.53 tons
Cardboard (non-baled)	0.00 tons
Cardboard (Baled)	70.76 tons
Newspaper/Magazines (non-baled)	0.00 tons
Newspaper/Magazines (Baled)	30.42 tons
Phone Books	
Books/Flyers	
Office Paper	7.74 tons
Plastic Bags	1.13 tons
Styrofoam	0.00 tons
Other Items Recycled for the month	
Appliances	22.90 tons
E-Waste	5.32 tons
Glass	47.05 tons
Scrap Metal	38.37 tons
Shingles	18.59 tons
Tires	2.42 tons

Revenue generated by the Recycling Center for April was \$2,030.15.

The Recycling Center trucks used a total of 449.02 gallons of low sulfur diesel fuel during the month.

**UNI RECYCLING SUBSTATION**

The UNI Recycling Substation received the following quantities of recyclables for the month of April.

Plastics #1-7	3.26 tons
Cardboard	10.67 tons
Newspaper	2.47 tons
Tin	0.75 tons
Glass	3.70 tons
Plastic Bags	0.57 tons
Office Paper	2.67 tons
Styrofoam	0.18 tons
<b>Total</b>	<b>24.27 tons</b>

**FAREWAY RECYCLING SUBSTATION**

The Fareway Recycling Substation received the following quantities of recyclables for the month of April.

Plastic #1-7	6.53 tons
Cardboard	17.25 tons
Newspaper	7.95 tons
Tin	1.89 tons
Glass	3.40 tons
<b>Total</b>	<b>37.02 tons</b>

**GREENHILL VILLAGE RECYCLING SUBSTATION**

The Greenhill Village Recycling Substation received the following quantities of recyclables for the month of April.

Plastic #1-7:	4.34 tons
Cardboard	17.45 tons
Newspaper	4.02 tons
Office Paper	1.57 tons
Plastic Bags	0.00 tons
Tin	0.85 tons
Glass	5.18 tons
Styrofoam	0.64 tons
<b>Total</b>	<b>34.05 tons</b>

**Orchard Hill Church Recycling Substation**

The Orchard Hill Church Recycling Substation received the following quantities of recyclables for the month of April.

Plastic #1-7:	2.33 tons
Cardboard	8.81 tons
Newspaper	2.56 tons
Office Paper	1.04 tons
Tin	0.32 tons
Glass	1.88 tons
Styrofoam	0.13 tons
<b>Total</b>	<b>17.07 tons</b>



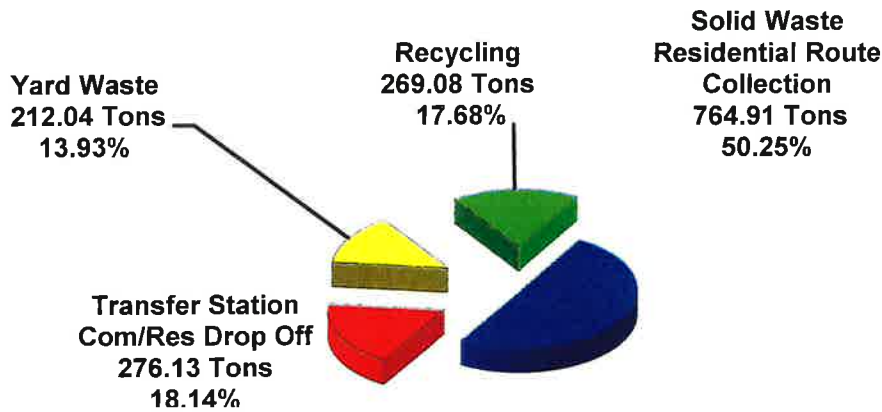
**MONTHLY TOTALS**

Municipal Solid Waste figures for the City of Cedar Falls:

The total waste collected by the City of Cedar Falls and hauled to the Black Hawk County Landfill, and to City Carton including Solid Waste, Yard Waste, and Recycling was 1,522.16 tons. The following pie chart is a representation of the Municipal Solid Waste figures for the month of April 2020 for the City of Cedar Falls.

**April 2020**

**Total MSW Collected - 1,522.16 Tons**



**MISCELLANEOUS TASKS**

Refuse and yard waste carts were exchanged and repaired as needed.

Equipment was cleaned on a weekly basis.

**DEPARTMENT OF PUBLIC WORKS  
OPERATION & MAINTENANCE DIVISION  
STREET SECTION  
MONTHLY REPORT FOR APRIL 2020**

**COMPOST FACILITY**

- The seasonal compost facility was randomly monitored on a daily basis.
- Unacceptable & undesirable materials dropped off by visitors at the compost facility were removed whenever encountered.
- Stock piled incoming debris, mixed black dirt and compost to use for stumps and upcoming project, filled in large holes to help with ponding in those areas, stock piled wood chips higher for more storage space.

**CEDAR RIVER**

- The river level was monitored and normal operational procedures for the dam gates were followed during fluctuating water levels.

**OUTSIDE SECTION ASSISTANCE**

- Provided assistance in the fleet maintenance facility.
- Assisted with solid waste and yard waste collection.
- Provided assistance with EAB tree removals and stump removals from right of way trees and the Pheasant Ridge Golf Course.
- Assisted the Engineering Dept. by unloading and inventorying all the clay pavers as they were delivered for the Parkade reconstruction project.

**STREET & ALLEY MAINTENANCE**

- Potholes were filled with asphalt cold mix. April 27<sup>th</sup> we were able to switch our pothole patching material to hot mix asphalt which provides a longer lasting patch. We were also able to start utilizing our dura-patch machine for pothole patching which sprays a combination of CRS-2 emulsion and 3/8 washed rock chip to provide a longer lasting patch.
- Alleys were graded and rock was applied to alley as needed. Alleys are maintained on a call in basis.
- Streets were swept on a routine basis throughout the month. Two sweepers are utilized.
- Continued our yearly crack routing operations starting on asphalt streets. Cracks are routed to allow for a sealant to be put in at a later date.
- Continued grinding frost heaves off streets seams to smooth out roads. (Alice Ave, Higby Dr., Lincoln St., Grand Blvd.)
- The alley between Clay St. and Franklin St. and 22<sup>nd</sup> St. and Seerly Blvd. was temporarily reconstructed. We ground out the asphalt that was failing and

removed it. Then we installed asphalt regrinds from our stock pile at our Lake St. storage site and packed those in using our tow behind pneumatic roller.

- Replaced 4 street panels and fixed a storm sewer line that had collapsed on Hudson Rd. near the intersection with W 4<sup>th</sup> St.

## SEWER

- Catch basin lids were cleared of leaves and debris to allow rain water to flow unrestricted to prevent ponding on the road.
- Fixed 7 man-hole box-outs along Development Dr. They failed last winter and were temporarily fixed with cold mix asphalt. With fixing the box-out we reset the casting height, sealed all spacers, pinned them to road, added new expansion, and then when all is poured back with concrete, we crack sealed the expansion.
- Fixed and added a manhole box structure in the median of Hudson Rd near the intersection of W 4<sup>th</sup> St in conjunction with replacing of the panels on Hudson Rd.
- Fixed a sanitary manhole on Main St near the intersection of 18<sup>th</sup> St in the turning lane. The concrete spacers on top of the cone section deteriorated creating a sink hole long side the casting.
- Fixed man-hole box-outs (Lone Tree Rd and Hiawatha Rd, Lone Tree Rd and Cypress Ave, 2600 block of Rownd St) using our Mr. Manhole box-out system which cuts a circular hole and utilizes a special riser to help with water infiltration.  
Manhole box-outs

## MISCELLANEOUS TASKS

- Hauled woodchip from our compost site to an organic farmer on Union Rd. He takes as much as we can haul to him for using around and in between trees.
- Filled tire tracks with a black dirt/compost mix at the round a bouts at Prairie Pkwy and Brandilynn Blvd and Cedar Heights Dr. and Viking Rd. where someone drove thru and tore them up.
- Tore out and replaced the concrete stoop in front of the main entrance to city hall.
- Had training on our shoring box equipment for excavations.
- Performed annual training on the installation of our invisible flood wall at 7th St. and 9<sup>th</sup> St. locations.
- Fixed a CFU temporary patch on the Cedar Prairie Trail south of Camping World with a more permanent hot mix asphalt patch.
- Installed a Streetscape Hub at 5<sup>th</sup> St. and Washington St.

**PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
TRAFFIC OPERATIONS SECTION  
MONTHLY REPORT FOR APRIL 2020**

- 158 traffic control signs were repaired.
- Made 7 labels for various applications.
- Fabricated 60 signs for various applications.
- Traffic operations completed 23 One Call utility locates.
- Completed 23 minor repairs or upgrades to different signalized intersections.
- Traffic personnel assisted building maintenance with 3 minor projects.
- Responded to 2 signal in flash calls. Repairs were made and returned to normal operation.
- 4 outdoor emergency siren fails were reported, repairs were made and tested for proper operation.
- Assisted private contractors and city engineering staff on numerous issues at the downtown streetscape project.
- Replaced 2 surge protectors for the golf course irrigation system that were destroyed by a lightning strike.
- Traffic personnel replaced all bent and rusty sign poles on Valley Park Dr.
- Upgraded the traffic signals at University Ave. and College St. to flashing yellow arrows.
- Upgraded the outdated signal cabinet at University Ave and Campus St with a refurbished TS-2 cabinet.
- Raised the electrical junction box and accent lighting at Pete Melendy Park due to a change of grade from the brick paver project.
- Continued annual traffic signal maintenance.
- Laser Line Striping was awarded the annual pavement marking contract. Work has already begun on the University Ave roundabouts.
- Trained Building Maintenance staff on all aspects of Iowa One Call utility locating.
- Completed the online Security Awareness training.

**DEPARTMENT OF PUBLIC WORKS  
OPERATIONS & MAINTENANCE DIVISION  
FLEET MAINTENANCE SECTION  
MONTHLY REPORT FOR APRIL 2020**

The Fleet Maintenance Section processed 117 work orders during the month of April 5 of them were either sent out or done by staff from other sections.

1,032 transactions were recorded through the City's fuel dispensing sites. The Usage was as follows:

5,607.503 Gallons of Ethanol

7,831.066 Gallons of low sulfur diesel fuel

The total amount of fuel pumped for the month of April was 13,438.569 Gallons.

Routine service and repairs were conducted throughout the month on the City's fleet. Following is a list of significant repairs performed on equipment.

**Street Section**

200: Repaired misc. small engine equipment.

242: Replaced hook latch and engine cooling fan hub assembly.

243: Replaced muffler and exhaust from the downpipe back.

244: Replaced steering u joint and exhaust flex tube.

275: Replaced transmission shift cable.

284: Replaced heating ignitor and cable.

297: Removed DPF and had it cleans of soot; re installed on truck.

**Refuse Section**

3050: Installed new bypass hose and seals on hydraulic cooler.

321: Installed new coolant line and front and rear brake drums and shoes.

340: Replaced hydraulic line and charged a/c system.

342: Rebuilt faulty engine fan hub.

346: Replaced arm valve body with one from parts truck.

348: Replaced camera system.

353: Replaced retaining clip on transmission cooler line.

**Water Reclamation**

492: Replaced leaking water valves and replaced leaking suction tube.

**Parks/Cemetery/Rec Section**

2100: Tuned up string trimmers and leaf blowers for mowing crew.  
2100: Brought all mowing pull vehicles back from storage and in serviced them.  
2115: Replaced battery.  
211705: Replaced drive motor on grinder head.  
2124: Installed engine control module.  
2165: Installed new blades on mower deck.  
2181: Replaced interlock and aux hydraulic modules.  
2183: Replaced track speed sensors and mounts on drive motors.  
2335: Replaced damaged tire on trailer. (Service call)

**Fire Division**

FD00: Installed new batteries on flat bottom boat.  
FD521: Installed new ECU and flashed programming.

**Police Division**

PD09: Replaced fuel pump.  
PD14: Replaced ECU and flashed programming.  
PD17: Replaced faulty alternator.

**Inspection Services**

502: Installed computer mount.  
503: Installed computer mount.  
510: Installed computer mount.  
515: Replaced shift indicator and installed laptop mount.

**PUBLIC WORKS DEPARTMENT  
OPERATIONS AND MAINTENANCE DIVISION  
PUBLIC BUILDINGS  
MONTHLY REPORT FOR APRIL 2020**

CITY HALL

- Completed cleaning inspections of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Tested emergency generator.
- Tested elevator fire operation.
- Replaced bad light ballasts.
- Replaced bad light bulbs.
- Delivered janitorial supplies.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Stocked supplies to ensure paper and disinfection products did not run low as supplier was limiting quantities sold.
- Provided PPE for Building Inspection Services.
- Set up temporary work stations in former PD.
- Completed testing of backflow preventers.

COMMUNITY CENTER

- Completed cleaning inspections of facility.
- Completed pest control services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Adjusted occupancy settings on building control system to save energy during closure.
- Replaced stained ceiling tiles.
- Contractor replaced blower motor on HP4.

HEARST CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Replaced dirty HVAC filters.
- Replaced bad light bulbs and ballasts.
- Delivered janitorial supplies.

## LIBRARY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems and adjusted occupancy settings to save energy during closure.
- Replaced light bulbs.
- Replaced light ballasts.
- Replaced dirty HVAC filters.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Contractor replaced second story window that was damaged.
- Completed testing of backflow preventers.
- Completed deep cleaning and sanitization of IT work room.

## PUBLIC SAFETY

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested elevator fire operation.
- Reviewed building automation systems to verify proper operation of systems.
- Routinely sanitized door handles, chair arms and tables in common areas for COVID-19.
- Set up sanitizing areas in building.
- Stocked supplies to ensure paper and disinfectants products did not run low as supplier was limiting quantities sold.
- Provided disinfectant and sprayers for large volume apparatus cleaning.
- Troubleshoot sally port garage door malfunction and made temporary repairs to edge sensor until warranty replacement could be made.
- Met with garage door contractor to look at all safety edges in both garages.
- Completed testing of backflow preventers.



## PUBLIC WORKS

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Tested emergency generator.
- Replaced dirty HVAC filters.
- Reviewed building automation systems to verify proper operation of systems..
- Replaced bad light bulbs.
- Replaced bad light ballasts.
- Delivered janitorial supplies.
- Cleaned restrooms at 1500 Bluff and restocked supplies.
- Picked up bulk hand sanitizer from Iowa Prison Industries and ordered refillable containers for use throughout buildings and staff.
- Troubleshoot heating systems afterhours and made repairs remotely.
- Completed testing of backflow preventers.

## RECREATION CENTER

- Completed cleaning inspections of facility.
- Completed recycling services.
- Completed pest control services.
- Delivered janitorial supplies.
- Reviewed building automation systems to verify proper operation of systems and schedules. Made adjustments to settings to save energy due to closure
- Replaced bad light bulbs and ballasts.
- Met with contractor to replaced cracked floor tile.
- Replaced outlets where children may have access in the hallways, gym and multipurpose room with tamper resistant outlets.
- Completed lighting retrofit in exercise room with energy efficient LED light panels.
- Completed testing of backflow preventers.

## VISITORS CENTER

- Completed cleaning inspection of facility.
- Completed pest control services.
- Completed recycling services.
- Replaced bad light bulbs.

- Delivered janitorial supplies.
- Completed testing of backflow preventers.

DEPARTMENT OF COMMUNITY DEVELOPMENT  
WATER RECLAMATION DIVISION  
MONTHLY REPORT - APRIL 2020

### PLANT OPERATIONS

Plant performance for April was very good. Test results showed parameters of our discharge to be well below permit limits.

### PROJECTS

One of the plant's influent pumps was rebuilt over the last several weeks, being completed in April. This involved a new motor, new pump assembly and new valves. Rebuilding pumps is an ongoing maintenance operation. This pump is one of the larger pumps at the treatment plant. We have one more influent pump to rebuild in the coming weeks.

### SOLIDS DISPOSAL AND RECYCLING

We were able to process 88,000 gallons of liquid biosolids to our local farm field for application. Another 199,000 gallons were processed through our drying process for later application.

Crews hauled 4.8 tons of gritty, inorganic solids to the landfill.

### SANITARY AND STORM SEWER CALLS AND SERVICE

There were three sewer calls for service from the public, none of which involved a blockage in the City's main. There were four after-hours alarm calls for lift station issues, each of which were minor and quickly resolved.

Crews cleaned only 6500 feet (1.2 miles) of sanitary sewer lines and televised another 500 feet.

Staff processed 646 requests for utility locates in construction areas for the Iowa One Call system. Only 148 were pertinent and required a sewer line to be located.

### TRAINING AND PERSONNEL ISSUES

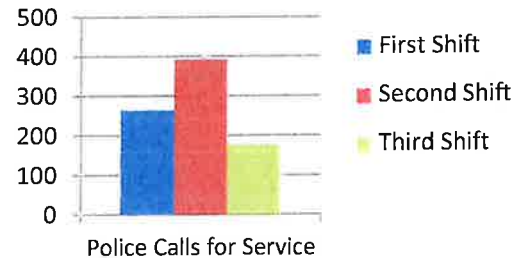
We are on a reduced staffing rotation with the issues related to the pandemic. The treatment plant is an essential operation and separating employees and working from home when possible will help reduce exposure to personnel in this division.

Even with reduced staff we are able to meet all permit requirements, perform needed preventative maintenance, and respond to after-hours emergencies.

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

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	267	397	183
Traffic Stops	24	12	9
Arrests	16	14	7
Accidents	15	17	2

**FIRST SHIFT – Captain Michael E. Hayes**

- Officer arrested the last offender in a Criminal Mischief / Theft case. The incident occurred while the Officer was assigned to Third Shift in February. The offender(s) had stolen a flare gun from Walmart and then shot it at a house. He was charged with Reckless Use of Firearm, Criminal Mischief 3rd, and Theft Fifth.
- Officer(s) received information that a Wanted Subject was staying at 2008 Center Street. Officer(s) did make contact with the male who was arrested for the Warrants (Dangerous Drugs and Theft 5th) and transported to the Black Hawk County Jail.
- Officers responded to a Death of a 35 year-old female. There were some concerns that it might be COVID related and testing will be completed. It was believed that she also had some other health conditions.
- Officer assisted Third Shift with a juvenile arrest stemming from a Robbery case they have been investigating.
- Officers were dispatched to Walmart on the report of two people in the store taking items and concealing them. When Officers arrived they made contact with the subjects. During the investigation, it was determined that a Theft had occurred. Both subjects were arrested for Theft in the Fifth Degree.
- Officer was asked to contact the Department of Human Services reference a possible Sex Offense that occurred in Cedar Falls. They advised they had received an anonymous report of a possible Child Porn incident in Cedar Falls. Information was taken for a case and further follow-up will be conducted.
- Officers / Public Safety Officers assisted Fire with an injured man in a tree in the 2400 block of Neola Street. The injured male was 60 feet in the air when he became injured.
- Officers were called to a Welfare Check of an elderly female at her residence. She was found to be deceased and the Medical Examiner's Office was contacted. Family was notified and the deceased was transported to Mercy One in Waterloo pending family's decision on a funeral home.
- Officers received information that a Wanted Person was staying in the 200 block of Pearl Street. He had a Warrant for Escape. Contact was made with him and he was arrested on the Warrant.
- Officers / Public Safety Officers assisted Fire with a natural gas leak in the 3600 block of Clearview Drive. Construction workers hit the gas line causing it to rupture.
- Officers were dispatch to Walmart on the report of a female Shoplifter. She had taken less than \$300.00 in merchandise. She was released on a Summons to Appear in Court.
- Lieutenant Rea video recorded a Kindergarten reading program. Due to Covid-19 concerns the reading program couldn't go on as normal. This will be played on local television so Cedar Falls Kindergarten students can watch the reading program that the Police Division has conducted over the past 20 years.
- Officers / Public Safety Officers assisted Fire with a possible Garage Fire at 1406 Lilac Lane. A neighbor was burning weeds along the fence line when the fire started. The fire was put out.
- Scheels reported a Bad Check case that they had already served all of their notices on. The suspect is currently in Jail and a complaint was completed for Theft 3rd due to the dollar amount involved. The suspect was arrested at the Jail.
- Officer arrested a subject for Violation of a No-Contact Order. The suspect has been making contact with the victim via phone and text messages.
- Officers were dispatched to a Death at 2508 Union Road. They found a 60 year-old male deceased. There were no signs of foul play and autopsy was not ordered. Officers did make contact with next of kin.

- Officers were dispatched to Fleet and Farm, 400 West Ridgeway Avenue, on the report of a Shoplifter. During the investigation, it was found that the suspect also had an Arrest Warrant for First Degree Criminal Mischief. He was taken to the County Jail for Theft 5th and the Warrant.
- Officer arrested a female for a Violation of a No-Contact Order. The female had made several contacts with a male who she had a No-Contact Order against. She was transported to the County Jail.
- Officers were dispatched to the 1600 block of Tremont Street on the report of a Male / Female Assault. The Reporting Party advised that the two were in a pickup truck and they drove North on Tremont Street. Officer found the truck at Gateway Park. Driver and passenger stated that it was a verbal argument. In checking Warrants on both occupants, it was found that one had an Arrest Warrant out of Cedar Falls for Theft. She was arrested and transported to the Black Hawk County Jail.
- Officers were dispatched to the 4600 block Ashworth Drive on the report of odor of Marijuana coming from an apartment. Officers made contact with the occupant who admitted to having Marijuana in the residence and smoking it. There was a two year-old in the residence during this time. The Department of Human Services was contacted and the subject was placed under arrest for Child Endangerment (Aggravated Misdemeanor).

### **SECOND SHIFT – Captain Jeff Harrenstein**

- Officer took a report of a Violation of a Court Order at Hy-Vee Gas. Investigation continues.
- Officers responded to a report of Erratic Driving on West 1st Street. The vehicle was located and subsequent investigation led to the arrest of an adult male for Operating While Intoxicated 2nd and Driving While License Suspended.
- Follow-up investigation into a previous incident led to the arrest of an adult male for Theft 5th, three counts.
- Follow-up investigation into a previous incident led to the arrest of an adult male for Theft 3rd and Driving While License Barred.
- Officers responded to a Welfare Check of an adult male near the Casey's General Store on Fountains Way. He had fallen off his bicycle and was found to be intoxicated. He was charged with Public Intoxication and then transported to a hospital for treatment.
- Officers following-up on a case arrested a female subject for Burglary 1st. Officers learned that a former friend of the victim; came to her house, without being invited and began assaulting her. The victim was injured during the Assault.
- Officer took a report of Vandalism to a Motor Vehicle on North Ellen Street. Investigation continues.
- Officer took a report of Fraudulent Checks at Blain's Farm and Fleet. Investigation continues.
- Officers responded to a report of an adult male Shoplifter at Walmart. Subsequent investigation led to his arrest for Theft 3rd (enhanced).
- Follow-up investigation into a previous incident led to the arrest of an adult male for Theft 3rd.
- Officers responded to a Fight over a Vehicle Accident at Hy-Vee. Two adult males were charged with Disorderly Conduct.
- Follow-up investigation into a previous incident led to the arrest of an adult male for Possession of Marijuana and Possession of Paraphernalia.
- Officers responded to a report of an adult male Shoplifter at Walmart. Subsequent investigation led to his arrest for Theft 4th.
- Officer took a report of Larceny of a bicycle on West 19th Street. Investigation continues.
- Officers responded to a Rollover Accident on Highway 218 Northbound at mile marker 187. Driver was uninjured and an Accident Report was completed.
- Officer took a report of Harassment at 2410 College Street. Investigation continues.
- Officer took a report of a Theft of a vape device at 2228 Lincoln Street. Subject is known to employee. Subject was contacted by Officer and turned himself in. He was charged with Theft 5th.
- Officer took a report of a Scam involving a gift card at Walgreens. Investigation continues.
- Officers responded to a report of an Assault that had just occurred on Cooley Street. The adult female had been assaulted by her daughter who then left the area. Investigation continues.
- Officers responded to a report of a Violation of No-Contact Order at the Kwik Star on Nordic Drive. Subject was located and arrested for Violation of No-Contact Order and Possession of Alcohol as a Minor.

- Officers responded to a report of a female without shoes wandering in the area of 12th / Clay Streets. She was found to be intoxicated and when no one could be located to care for her; she was arrested for Public Intoxication.
- Officers were called to 1813 West 8th Street for the report of a Fire Alarm. Officers learned that a male had set his phone on fire, in the common area of one of the buildings. The male subject ran from the building when Public Safety Officers arrived on scene. Officers attempted to locate the suspect after getting several citizen reports that he was running through the neighborhood. The male was not located.
- Officers were called to the report of ducks in a storm drain near 12th Street / Barnett Drive. The ducks were removed from the storm drain by Officers.
- Officers following-up on a case that was reported to Officers in the beginning of April; arrested a male subject for Harassment. The male had been Harassing a female via phone since February.
- Officers were dispatched to a Burglary on Starveiw Drive. Officers learned that a Runaway from Waverly had broken into the residence, as her father owns it. Officers are still investigating.
- Officers have handled many Calls regarding people gathering and lack of social distancing.
- Officer Schultz attended Field Training Officer School via an on-line format.

### **THIRD SHIFT – Captain Mark Howard**

- Officer was called to Pheasant Drive for a Stolen Mail Package from the front porch of the residence.
- Officers were called to Lakeview Drive for a possible Burglary in progress. When Officers arrived the residence was secure and no signs of a break-in.
- Officers were called to 1208 West 4th Street for a Suicidal Subject.
- Officer noticed several subjects out in Gateway Park. They were advised of Park hours.
- Officers were called to 1813 West 8th Street for a possible Disorderly between a male and a female. Officers were unable to locate anything.
- Officer noticed an open garage doors at 1604 and 1701 Quail. Made contact with the owners.
- Officers were called to 603 Division Street for a female walking down the roadway that appeared lost. Officers located the subject who was lost and gave her a ride to Waterloo to her address.
- Officers were called to Peppers for an Alarm. It was a False Alarm.
- Officers were called to the Days Inn for subject screaming. Officers checked the entire Hotel and did not locate anything.
- Officers were called to the 2200 Block of College Street for a female screaming. Officers located the female who was very disturbed. She was taken to the hospital on a committal.
- Officers were called to 700 West Ridgeway Avenue for Loud Music. Officers spoke with a subject at an Apartment and advised him to turn his music down.
- Officers located Suspicious Vehicles in Birdsall Park on three separate occasions. The subjects were Advised of Park hours.
- Officers called to Gas Light Trailer Park for two subjects fighting inside the trailer. Upon Officers arrival, they were unable to locate a Fight and no one at the trailer would answer the door. Officers gave the area Extra Attention.
- Officers called to a Suicidal Subject on Washington Street. Officers assisted and the female was taken to the hospital for a voluntary committal.
- Officers were called to the area of 11th and Walnut Streets for Loud Subjects after Second Shift shut down their party. The subjects were now in neighbor's yards being loud. They were gone by the time Officers arrived.
- Officers were called to 3112 Boulder Drive for a Loud Complaint. The Reporting Party refused to leave her information or apartment number so Officers had no way to enter the building. There were no other calls about the noise.
- Officer noticed damage to a park bench in the 400 block of Main Street. Officers watched the Downtown cameras and observed a white van jump the curb and hit the bench. Officers are looking for the vehicle.
- Officers called to an Assault at 2216 Lincoln Street by a third party. Officers spoke with all involved and determined there was no Assault and the argument was just verbal.
- Officers were called to a Loud Music complaint at 2115 College Street. Officers could not locate anything.
- Officers were called to a Disorderly on Sumac Avenue. Both parties were separated for the night.

- Officers were called to Walgreens to Whitetail Drive for a Police Alarm. The building was secure, False Alarm.
- Officers were called to 11th and Division Streets for a Suspicious Subject. Officers checked on the subject and he checked ok.
- Officers were called to an Accident at West 1st Street and Highland Drive. The vehicle had struck a deer.
- Officers were called to the Sigma Alpha House at 1115 West 23rd Street for a Loud Party. This is the University of Northern Iowa property. The University of Northern Iowa was advised and Officers completed a Loud Party Referral.
- Officers were called to a Suspicious Subject at 2235 Lincoln Street. A male subject was there attempting open the hood of a vehicle. When Officers located the subject, he has handicap issues and was assisted home.
- Officers were called to a Loud Party on Olive Street. When Officers arrived, the apartment was full of people. The resident was cited and a Loud Party Referral was completed.
- Officers were called to an Accident at Highway 218 and Highway 58. The vehicle had hit a deer and the deer was still alive. Officers had to put the deer down.
- Officers were called to 7500 Nordic Drive for a possible Stolen Vehicle. Officers were able to determine that the vehicle was not being stolen.
- Officers were called to an Accident at 20th and Walnut Streets.
- Officers were called to Luke Street for a Suspicious Male walking around houses. Officers did not locate the subject.
- Officers were called to Heritage Road for a wife and the husband's girlfriend fighting. The girlfriend was arrested for Assault.
- Officer noticed a Suspicious Subject at Happy Hippo Car Wash. Subject checked ok and was sent on their way.
- Officers were called to Neola Street for a Disorderly between two drunken sisters. One sister was arrested for Assault.
- Officer made a Traffic Stop and identified a suspect from a Hit and Run from last weekend. The subject was issued a ticket and insurance information was received.
- Officer noticed an Abandoned Vehicle near junk yard on Independence Avenue. Officers searched the area and did not locate anyone.
- Officers were called to 700 West Ridgeway Avenue for a Loud Complaint. They were warned of the complaint.
- Officer took a Theft report from 1813 West 8th Street over the phone.
- Officers were called to Kwik Star on Greenhill Road for a Homeless Subject that was asked to leave. The subject was gone when Officers arrived.
- Officers were called to Sartori Hospital for a subject that had been assaulted. The subject refused to talk with Officers.
- Officers were called to Buffalo Wild Wings for two Police Alarms. These were False Alarms.
- Officers were called to 2008 Waterloo Road for a Suspicious Male walking around. Officers checked the male and he was ok.
- Officers were called to Cedar Heights Drive for a Suspicious Male walking between houses. Officers were unable to locate the subject.
- Officers were called to 700 West Ridgeway Avenue for a Welfare Check.
- Officers were called to 3004 West 4th Street for a Disorderly. Parties were separated for the night.
- Officers were called to Catherine Street for Loud Subjects. When Officers arrived the subjects were gone.
- Officers were called to 1813 West 8th Street for a possible Operating While Intoxicated. Officers were unable to locate the vehicle.
- Officers were called to the Construction Zone in the area of 12th and Olive Streets. The report was of a vehicle that drove through the road closed area and was stuck in the Construction Zone. Officers made contact with the driver of the vehicle. The driver was cited, and a towed truck was called to get the vehicle out.

- Officers were called to a Suspicious Vehicle out at the Target Store. Officers made contact with a subject going through the garbage and dumpsters. The subject was checked on and sent on his way.
- Officers were called to the Fire Station at 18th and Main Streets for a Mental Subject that came to the door of the Station. Officers checked on the subject and he was sent on his way.
- Officers checked on Suspicious Vehicles at Gateway Park on two separate occasions. Contact was made with the occupants and they checked ok. They were Advised of Park hours.
- While on Patrol, Officers found a dog in the street in the 1800 block of College Street. The dog looked like it had been hit by a vehicle. Officers were able to find the owner of the dog and he came and got it. There was no other information.
- Officers were called to a runaway female from Terrace Apartments. Officers got the necessary information and began to search for the female. A short time later, Officers were able to locate the female and she was returned to her parents.
- Officers were called to the area of Barnett Drive for a vehicle going down the road very slow. The Reporting Party saw the vehicle pull into the upper lot of Birdsall Park and not leave. Officers found a car occupied in the Birdsall parking lot and the occupants were advised of Park hours and sent on their way.
- Officers checked on a Suspicious Vehicle in the parking lot of Old Navy. Officers made contact with the occupants and they checked ok. The occupants advised they were homeless and were in the parking lot trying to sleep.
- While on Patrol, Officers witnessed a vehicle in front of them crash into the embankment in the area of University Avenue and the Highway 58 on-ramp. The driver was arrested for Operating While Intoxicated 1st Offense. The vehicle was towed and an Accident Form was completed.
- Officers were called to Loud Music in the area of the 2600 block of Olive Street. Officers made contact with three roommates in the apartment and they were advised of the complaint.
- Officers were called to a Suspicious Female in front of the Lifestyle Inn. The report was of a female that came in and started yelling at the Reporting Party. The female left the Inn and sat on the bench out front. By the time Officers got there the female had left walking Westbound. Officers were unable to locate her.
- Officers were called to a Male / Female Disorderly on Algonquin Drive. When Officers arrived, they learned that it was a husband / wife, and the wife was trying to leave the house with the kids. The wife stated that her husband was intoxicated and had a drinking problem. She stated she wanted to leave and the male wouldn't let them. Officers talked to the male, and the wife left him.
- Officers were called to Shots Fired in the 1800 block of West 8th Street. Officers checked the area and spoke with persons in the area that thought it was fireworks. Nothing found.
- While on Foot Patrol Downtown, Officers recovered a cell phone and other personal items from the sidewalk. Attempts were made to locate the owner.
- Officers were called to a report of a large underage party on 1st Street West of Union Road. Officers made contact at a residence and there was no party or anyone underage.
- Officers were called to an address on West 3rd Street on the report of subjects yelling out by the street. When Officers arrived, they learned that it sounded like a male and a female arguing and they went inside of a residence. Officers made contact at the residence and were able to speak to both parties separately. The argument was verbal only, and the couple was Advised of the complaint.
- Officers were called to the 1000 block of State Street to assist with a female having a mental breakdown. Officers assisted the paramedics.
- Officers called to an Assault that had just occurred. Officers made contact with both the victim and suspect. After an investigation and witness statements, it was determined there was no Assault.
- Officers called to a couple of roommates arguing. Officers spoke with both sides and determined they would stay away from each other.
- Officers called to a Prowler in the 500 block of 1st Street. Officers checked the area and were unable to find anything. Officers are familiar with this address for this same type of call.
- Officer observed a Suspicious Vehicle in the area of 6th and Washington Streets. The vehicle attempted to hide from Officers in the St. Patrick's School parking lot. Officers made contact with the occupants of the vehicle. After an investigation the driver was arrested for Possession of Marijuana.



- Officers called to a subject going through the trash at Trinkets and Togs. Officers made contact with the subject and determined everything he had in his vehicle was from the trash and not the store. He was advised to seek permission before going through the dumpster in the future.
- Officers called to a Loud Party in the area of 23rd and College Streets. Officers checked the area and were unable to locate a Loud Party or Loud Music.
- Officers called to Spruce Hills Drive for a report of an Assault. Officers arrived and learned this was a Fight between a mother and daughter. Both mother and daughter were transported to Sartori Hospital. The juvenile daughter was eventually admitted for psychiatric care in Davenport. A report was started with possible charges on the juvenile.
- Officers called to a Suspicious Male on Briarwood Drive. The report was of a subject showed up at the Reporting Party's house looking for an intoxicated female. The Reporting Party did not know the male.
- Officer found a vehicle running at Community Honda. Car was shut off and keys left in drop box.
- Officers called to a report of Loud Vehicles in the area of Five Season Trailer Park. Officers checked the area and were unable to locate anything.
- Officers called to 2235 Lincoln Street for a report of an Assault. The Reporting Party wanted to get his vehicle from the trailer and needed assistance. There was no Assault and the Reporting Party retrieved his vehicle.
- Officers were called to a Burning complaint to Starbeck Circle. The residents were warned of the complaint.
- Officers were called to Lilac Lane for Loud Music. When Officers arrived, it was quiet.
- Officers were called to a Suspicious Vehicle in the College Square parking lot. The subject was sleeping in his car.
- Officers were called to West 1st Street for a Mental Person. Officers assisted the subject who went with the ambulance.
- Officers were called to Rownd Street for a Suspicious Vehicle. The vehicle was gone when Officers arrived.
- Officer was called to a vehicle that had struck a deer at South Main Street and University Avenue.
- Officers were called to 700 West Ridgeway Avenue for a Disorderly. Officers did not locate the problem party. They had left before Officers arrived.
- Officers were called to Walnut Street for Loud Music. Officers advised residents of the complaint.
- Officers located an older male walking at Greenhill Road and Prairie Parkway. Officers assisted the subject home.
- Officers were called to West 1st Street the Music Station for an open door. Owner was called to the scene.
- Officer located a Suspicious Vehicle at Big Woods Lake. They were advised of Park hours.
- A 16 year-old female walked into the lobby and turned herself in from an Assault that had occurred on 04/25/20 when she assaulted her mother. The female was referred to Juvenile Court Services for Aggravated Assault and taken to Bremwood in Waverly
- A subject who was stopped for Operating While Intoxicated in February had his urine test return from the Department of Criminal Investigation that showed he was intoxicated at the time of the Stop. That subject turned himself in for the Operating While Intoxicated charge.
- Officers were called to Catherine Street for a Disorderly. The parties were separated for the night.
- Officer located a Suspicious Vehicle at Greenhill and Prairie Parkway. Officers checked on the subjects who were sent on their way.
- Officers were called to 2500 Iowa Street for Loud Music. The residents were Warned and Advised of the complaint.
- Officers noticed a vehicle parked at Aikey's Salvage. The vehicle contained personal items, but no one around.
- Officers were called to 2235 for a Domestic Assault. A male was arrested for Domestic Assault.
- Officer took a report of a Car Burglary at 9614 University Avenue.
- Officers were called to a Disorderly at 2510 College Street. Female roommate was out of control. She was warned by Officers and went to bed.
- Officers were called to Merner Avenue for a 911 Hang-Up Call. Officers checked with residents. They had been arguing verbal only.

- Officers were called to Olive Street for a Loud Party. Officers did not locate anything in that area.
- Officers were called to Rainbow Drive for a Fight in progress. Two brothers were fighting when Officers arrived. One subject was taken to the hospital and the other was arrested. The subject arrested then made suicidal threats and was committed to the hospital.
- Officers were called to Winter Drive for a female who had overdosed on pills. Officers assisted the subject to the ambulance.
- Officers were called to Sartori Hospital for the subject arrested earlier, Fighting with staff. Officers were already present and were able to restrain the subject

### **INVESTIGATIVE UNIT – Captain Jeff Sitzmann**

- All Investigators received medical screenings upon entering the building for most of April. This is in response to the COVID-19 Pandemic.
- Investigators have changed their approach to numerous investigations during the Pandemic. In general, we are not asking people to come in to speak to us and we are not going to residences to speak to people. Most of our contact is by e-mail or phone unless there is a special circumstance. We are also making very limited visits to the Court House. Nearly all cases are postponed and there are very few people working from the Court House on a daily basis.
- Investigator Bellis continues to follow-up on the Grant Saul Homicide which took place in December of 2019. A Search Warrant was completed for the seizure of a cell phone belonging to an involved party and potential witness. This Search Warrant provided information related to two Felony cases being worked by Investigators. The phone depicted photographs which show clothing worn by subjects involved in the Homicide. This clothing matches clothing seen in other videos.
- Follow-up is being conducted in reference to two separate Residential Burglaries which occurred in late December of 2019. A gun stolen during a Burglary was used in a Felony case in Waterloo. That gun has been recovered. DNA was left at the scene of one Cedar Falls Burglary.
- Investigator Mercado continues to follow-up on a Burglary which took place at a Cedar Falls tobacco store. Area agencies have had similar Burglaries and a suspect was identified. A Search Warrant was executed by multiple agencies in Marshall County and numerous pieces of evidence were located. The suspect is in Jail in Marshall County and charges are pending for the Cedar Falls case.
- Investigator Ferguson has been following-up on a Sexual Exploitation case involving Child Pornography. An image was sent to a Cedar Falls residence depicting sexual contact with a child. It is believed the video was sent by a Waterloo resident, but it is unknown if the people shown in the video are from the area.
- We continue to see numerous Financial Scams reported in the area. One case involved the advertisement of a residence for rent. The victim sent money to the suspect for a deposit and the first month's rent. It has since been learned that this property was not available and the advertisement was not legitimate. Subpoenas for bank records have been sent out.
- Investigator Burkhardt continues to work with the Drug Task Force case on a Shooting incident which took place near the College Hill in August of 2019. A gun and a computer were seized from a suspect. We are executing a Search Warrant for the forensic examination of the computer.
- Investigator Burkhardt is also conducting follow-up on a Sexual Assault which took place in 2013. We received a lab report indicating a DNA match has been found. The suspect is currently living out of state and there are two Outstanding Arrest Warrants for him on unrelated charges.

### **CSI:**

- 04/02/20 – Assisted Second Shift Officers with processing a Residential Burglary on Garnet Road.
- 04/28/20 – Assisted First Shift Officers at the scene of a deceased person on Bluegrass Circle.
- 04/29/20 – Assisted First Shift Officers at the scene of a Residential Burglary on West 18th Street.

### **Crime Lab:**

- 11 items of physical evidence were processed.
- Two items of evidence were taken to the State Crime Lab for processing.
- 18 fingerprint comparison examinations were conducted.

### **Property Room:**

- Found property from January through March 2020 was posted to the City website and Police Department Facebook page.
- The quarterly drug audit was completed for January through March 2020.

- The quarterly cash audit was completed for January through March 2020.
- The quarterly firearm audit was completed for January through March 2020.
- Property from 24 closed cases from 2009, 2010, 2014, & 2015 were destroyed.
- Nine items of found property from 2019 were destroyed.
- Three items of property were released to their owners.
- Controlled substances from 85 closed cases from 2014 and 2015 were incinerated.
- Counterfeit bills from 13 closed cases in 2019 were sent to the Secret Service for destruction.

#### Evidence / Property:

- Physical evidence entered: 37
- Found property entered: 10
- Property held for safekeeping: 1
- CD's entered by Officers: 52
- Attorney video copies sent: 53
- Attorney requests (not video): 0
- Building videos archived: 26

#### **POLICE RESERVE UNIT – Lieutenant Brooke Heuer**

- In mid-March, the requirement for Reserve Officer hours was suspended due to concerns for potential exposure to COVID-19 for some Reserve Officers who have other essential jobs within the City. This continued through April and no Reserve hours were completed during the month.
- Planning is being done for Reserve Officers to complete their Firearms Qualification during their regularly scheduled day in May. Efforts are being taken to divide them into smaller groups to comply with current proclamations.
- Reserve Officer Aries is still working on his Weapons hours and arrangements are being made to get more hours of training in for him with newer career Officer hires.
- Planning for additional Field Training for Reserve Officers Erickson, Hines and Spray is being completed and will resume when deemed appropriate.
- Additionally, Reserve Officers are being asked to sign-up for Trail Patrols beginning in May. They will be required to wear masks during this assignment. The trails have been very busy with the current COVID-19 situation and this will assist in ensuring that the trails are proactively patrolled.
- Requests for Reserve Officer assistance will continue to change and adjust in the upcoming weeks as proclamations and guidelines adjust.

#### **POLICE TRAINING EVENTS – Lieutenant Marty Beckner**

- National Crime Information Center (NCIC) Recertification Exams were taken for those close to their expiration dates.
- Officers Adelmund and Schultzen completed their Training through the Iowa Law Enforcement Academy. Their Training was modified to adhere to the COVID-19 precautions issued by the Governor's Office.
- Lieutenant Rea continued with her Grow Iowa / Cedar Valley Leadership classes.
- Police In-Service Training in April was cancelled due to the COVID-19 restrictions.
- All April out-of-town training was cancelled due to COVID-19 restrictions.
- Public Safety Officer Baumgartner continued his Basic Level II Academy Training at Hawkeye Community College. His Training has been modified to adhere to the COVID-19 precautions issued by the Governor's Office.
- Public Safety Captain Smith continued his on-line Command School Training through Northwestern University.
- Public Safety Officers Hancock, Reimers and Schultz attended a three-day Basic Field Training Officers School. All the Training was conducted on-line to adhere to COVID-19 precautions.
- Lieutenant Beckner attended a Standardized Field Sobriety Test Instructor Re-Certification School. All the Training was conducted on-line to adhere to COVID-19 precautions.

#### **POLICE RECORDS – Lieutenant Marty Beckner**

- Transmission of all Traffic and Criminal Software (TRACS) based reports / forms to the State, Shield RMS, and into OptiView.
- Entered all Training attended into Officer Files.

- Placed received Training Certificates into Officer Training Files.
- Calculated Officer Reimbursements from Training and submitted to the Finance Department.
- Distributed monthly ammo.
- Prepared equipment issue for new incoming Officers.

**POLICE STATISTICS:**

	<u>April 2020</u>	<u>Total 2020</u>
<b>Group A Crimes</b>		
Forcible Rape/Fondling	0	8
Robbery	0	1
Assault	9	44
Arson	0	1
Extortion/Blackmail	0	1
Burglary/B&E	7	31
Theft	35	151
Motor Vehicle Theft	0	12
Counterfeit/Forgery	2	7
Fraud	8	26
Vandalism	12	51
Drug Offenses	4	41
Porno/Obscene Material	1	1
Weapon Law Violation	1	6
<b>Group B Crimes</b>		
Bad Checks	4	4
Disorderly Conduct	2	15
Driving Under Influence	3	26
Drunkenness	2	68
Non-Violent Family Offense	0	3
Runaway	0	8
Trespassing	0	5
All Other Offenses	6	33
Group A Total:	79	381
Group B Total:	17	162
Total Reported Crimes:	96	543
<b>Traffic Accidents</b>		
Personal Injury	0	13
Property Damage	17	137
Total Reported Accidents	17	150
<b>Driving Offenses</b>		
Driving While License Barred	0	5
Driving While Denied/Cancelled/Suspended/Revoked	1	9
Eluding Police Vehicle	0	1
Total Driving Offenses	1	15
Alcohol/Tobacco Violations	0	106
Calls For Service	981	5,515
Total Arrests	34	246

**CEDAR FALLS FIRE RESCUE**

**APRIL FIRE DEPARTMENT ACTIVITIES:**

- Station #1 (Blue Shift):
  - Provided 25 Public Relations Activities related to the ‘Birthday Drive-By Initiative’ with police.
- Station #1 (Green Shift):
  - Provided 29 Public Relations Activities related to the ‘Birthday Drive-By Initiative’ with police.
- Station #1 (Red Shift):
  - Provided 27 Public Relations Activities related to the ‘Birthday Drive-By Initiative’ with police.
  - Provided one Public Relations Activity assisting in a single person marathon.
  - Provided one Smoke Detector Check / Install.

**FIRE INSPECTIONS – Battalion Chief Curt Hildebrand**

- April Rental Inspections: 1
- April Re-Inspections: 4

**FIRE TRAINING EVENTS – Lieutenant Marty Beckner**

- Public Safety Officers completed their Monthly Checklist of Knowledge and Performance Tasks.
- Public Safety Officers continued their Fire Fighter 1, Fire Fighter 2 and Hazardous Materials Certification Testing.
- April walkthroughs at the University of Northern Iowa were cancelled due to COVID-19 precautions.
- Fire In-Service Training was cancelled due to COVID-19 precautions.
- All April out-of-town training was cancelled due to COVID-19 precautions.
- Public Safety Officers Lechtenberg and Helgeson continued their EMT classes.
- Some Public Safety Officers took their knowledge and / or driving tests to obtain their Chauffeur’s License, so they can train to drive Fire apparatus.

**FIRE RECORDS – Lieutenant Marty Beckner**

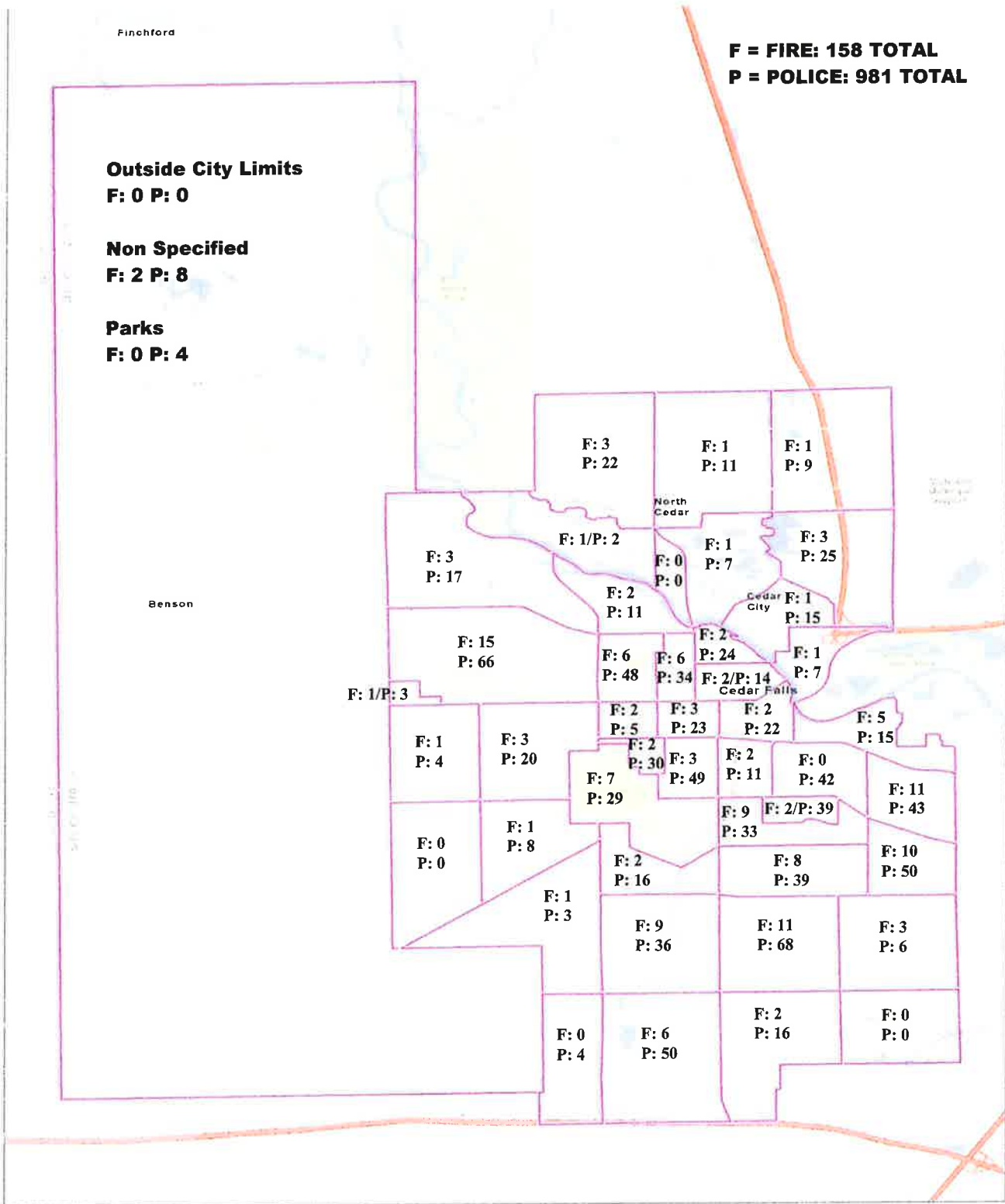
- Vehicle, Equipment, and EMS inventory every Tuesday.
- Equipment Check, Review and Handling every Monday.
- Self-Contained Breathing Apparatus (SCBA) Inspection the first Wednesday
- Self-Contained Breathing Apparatus (SCBA) Check every Wednesday.
- Aerial Platform Exercise and Testing every Sunday.
- District Familiarization.
- Commercial Inspections.

**FIRE RESCUE CALLS FOR SERVICE**

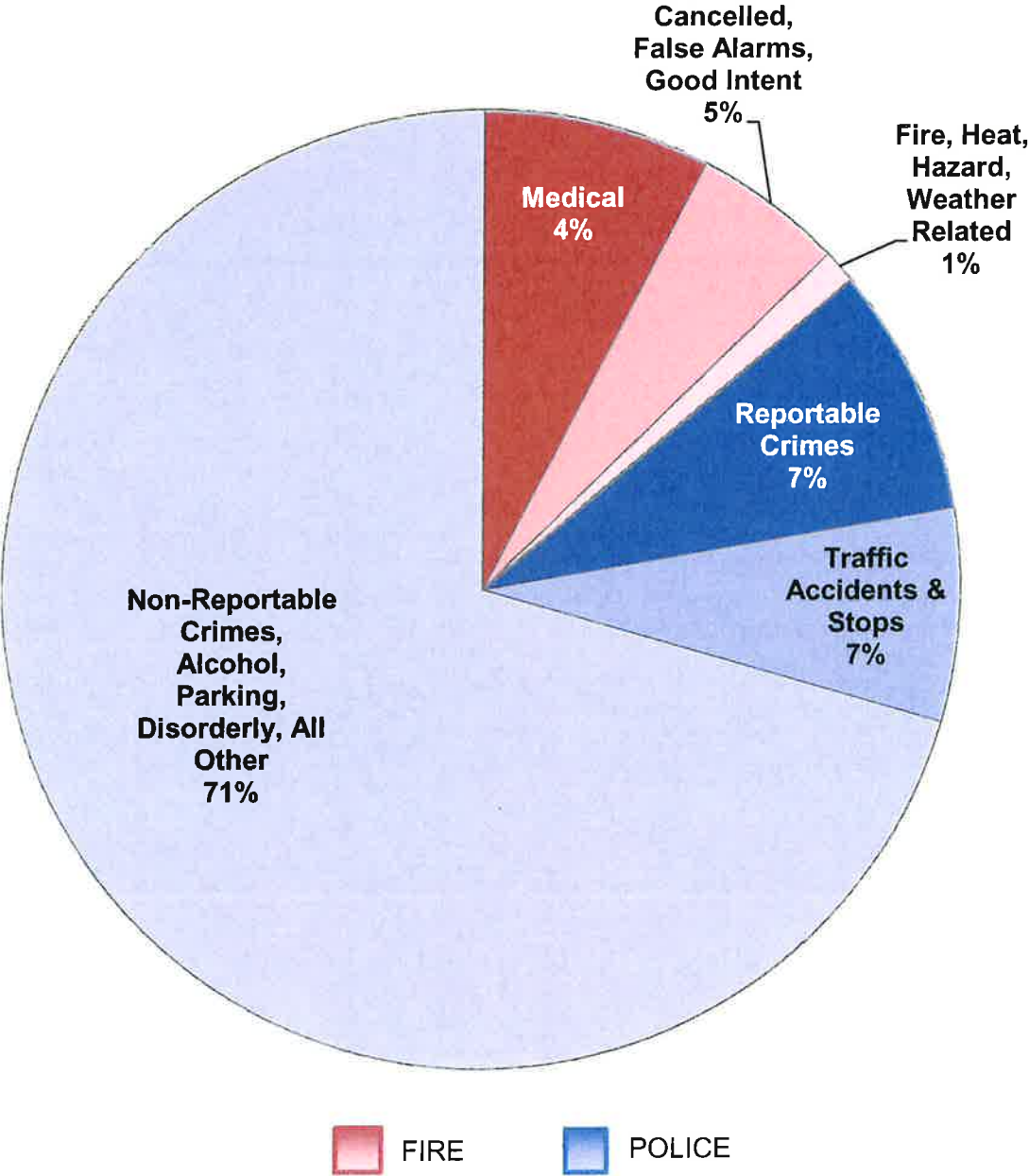
<b>Type of Incident (Monthly)</b>	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical	124	124	98	87								
Cancelled, False Alarms, Good Intent	42	54	44	58								
Fire, Heat, Hazard, Weather Related	12	8	13	13								
<b>Totals</b>	<b>178</b>	<b>186</b>	<b>155</b>	<b>158</b>								

<b>Type of Incident (per year)</b>	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
<b>Totals</b>	<b>2,012</b>	<b>2,103</b>	<b>2,101</b>	<b>1,999</b>	<b>2,207</b>	<b>2,481</b>	<b>2,337</b>	<b>1,794</b>	<b>2,113</b>

# Cedar Falls Public Safety Grid Map



# Cedar Falls Public Safety Experience Survey (April)







## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chris Sevy, Planner I  
**DATE:** June 1, 2020  
**SUBJECT:** Request for Temporary Movable Sign Permit  
 The Black Hawk Hotel / Bar Winslow – 115 Main Street

This department received a request from The Black Hawk Hotel to place a sidewalk sign in front of the establishment at 115 Main Street. Copies of the sign permit application and site plan are attached. Deanna Nelson, the Director of Hospitality submitted all of the information required by the sidewalk sign ordinance. The sign is intended to be set out when the bar is open and will not obstruct traffic vision.

We recommend your approval of the application submitted by The Black Hawk Hotel to place a sidewalk sign in front of the business at 115 Main Street subject to the following stipulations:

- Eagle View Hospitality is the owner of the establishment (permit is non-transferrable).
- Sign placement will allow five feet of unobstructed walking space in the sidewalk.
- Proposed sign dimensions will not exceed the required limits of 2.5 foot width and 5 foot height.
- Owner will place sign outside only during hours of operation and remove by closing time.
- Such permit will expire one (1) year after approval and may be renewed annually provided a renewal application and fee is submitted.
- Complies with all other requirements as stated in Section 19-74(e) of the Cedar Falls municipal code.

The owner's proposal complies with all of the above requirements.

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

xc: Karen Howard, Planning and Community Services Manager

Attachment: Application Materials

To the City of Cedar Falls,

Thank you for considering the approval for the permit of a sidewalk sign in front of The Black Hawk Hotel (115 Main Street). The purpose of this sign will be to promote special events and advertisement of drink specials at our hotel bar. This café sign will be placed outside in the morning around 9am and taken in when bar closes usually around midnight.

The Black Hawk Hotel is a historic landmark in the community of Cedar Falls, and we are working hard to bring people into our space by offering special events and gatherings throughout the week. This sign will help inform the public of the scheduled events and draw people back to traveling on foot to the downtown businesses.

Thank you for your consideration,



Deanna Nelson  
Director of Hospitality  
Eagle View Hospitality

CITY OF CEDAR FALLS  
TEMPORARY MOVABLE SIGNS  
APPLICATION FOR PERMIT

Name of Applicant Deanna Nelson

Doing Business As The Black Hawk Hotel/Bar Winslow

Street Address 115 Main St. Cedar Falls

Business Phone 319.277.1161 Contact Phone 319.277.0007

Mailing Address 200 State St. Suite 202-2 Cedar Falls

New Application or Renewal with changes       Renewal Application with No Changes

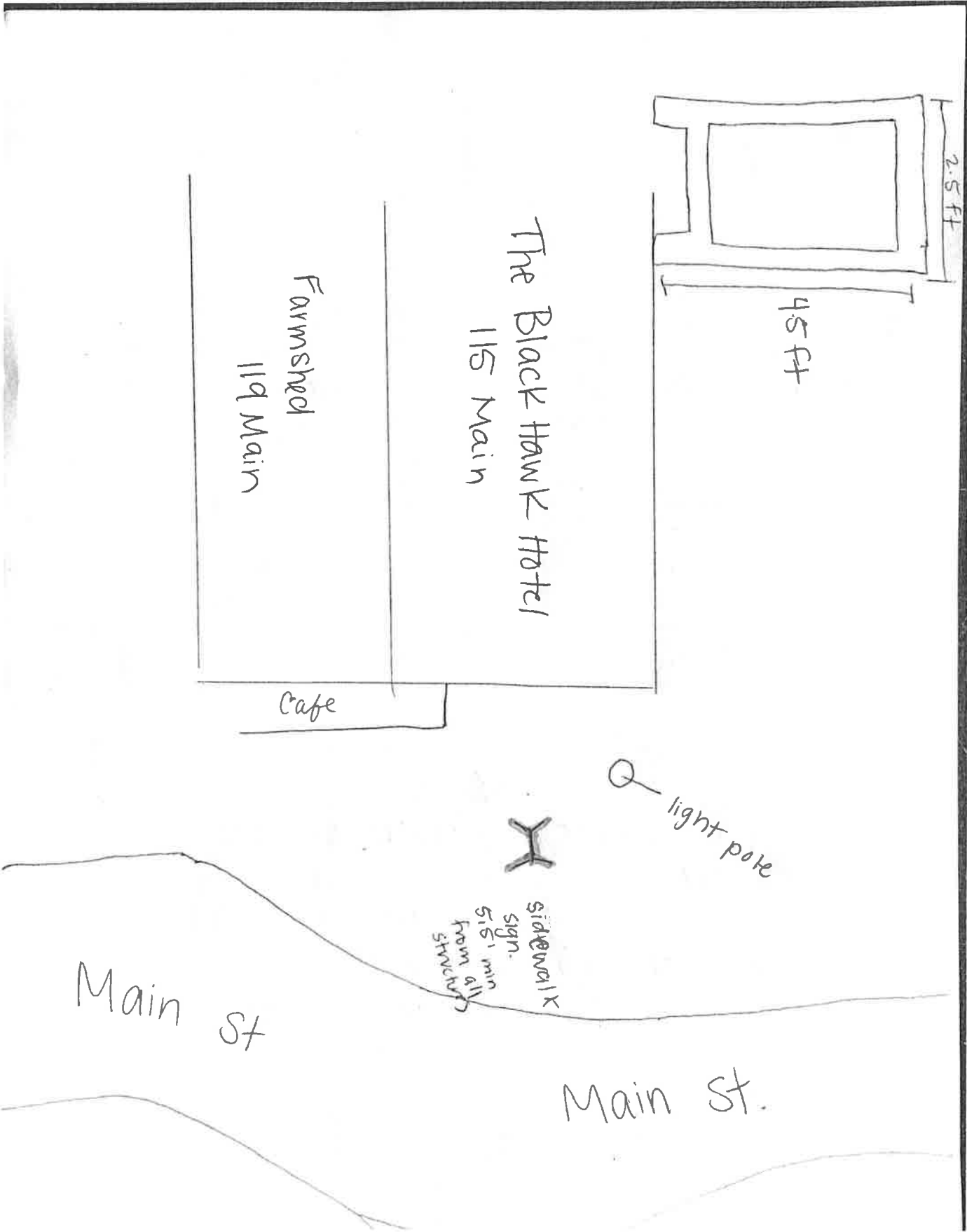
Placement of Temporary Movable Signs must meet the following requirements:

- Zoned C-3 Commercial District
- Must comply with requirements of Section 23-65(e), Cedar Falls Code of Ordinances.
- Application to be submitted thirty (30) days in advance of desired start date.
- Application must include diagram, description, proof of control of establishment, and fee.
- Minimum of five (5) feet unobstructed public sidewalk between seating/tables and curb.
- Shall not be attached to any public sidewalk or public fixtures at any time.
- Temporary Sign shall be moved inside adjacent building each night.
- Temporary Sign shall not exceed 2.5 feet in width and 5 feet in height.
- Permit may be renewed prior to its expiration, one (1) year from the date of issuance.
- Initial application is subject to approval by the City Planner and the City Council.
- No more than one temporary sign may be placed in front of any single storefront.
- The City retains the right to terminate any approved permit upon seven (7) days notice.
- Failure to comply with and adhere to requirements may result in permit being revoked.
- Indemnification Agreement
- \$1,000,000/\$2,000,000 general liability insurance naming City as additional insured.
- Submit \$25.00 annual fee.

I certify that the application is complete and accurate and understand that failure to meet and maintain all requirements for display of a temporary moveable sign shall be grounds for revocation of permit.

Deanna Nelson  
Signature of Applicant

3/26/2020  
Date





MAINSTR-01

Item 9.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Accel Group LLC 301 Oak Ridge Circle Waverly, IA 50677	<b>CONTACT NAME:</b> Lori Frerichs	
	<b>PHONE (A/C, No, Ext):</b> (319) 483-4847	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> lfrerichs@acceladvantage.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Grinnell Mutual		<b>14117</b>
<b>INSURED</b> Main Street Hotels LC;Eagle View Partners LC; Eagle View Hospitality LC DBA: Black Hawk Hotel 200 State, 202-Z Cedar Falls, IA 50613	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: <b>General Aggregate</b>	X		CPP000965807	4/27/2020	4/27/2021	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			0000972181	4/27/2020	4/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			0000968946	4/27/2020	4/27/2021	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Locations: 115-119 Main St., Cedar Falls, IA 50613

### CERTIFICATE HOLDER

### CANCELLATION

City of Cedar Falls 220 Clay St. Cedar Falls, IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joni Freriche</i>
--------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

INDEMNIFICATION AGREEMENT

The undersigned, Mark Kittrell, an applicant for a permit for a temporary movable sign and a proprietor of an establishment in an area where temporary movable signs are permitted pursuant to Cedar Falls Ordinance § 23-65, (hereinafter "Applicant"), acknowledges that as a condition to the City of Cedar Falls issuing a permit for a temporary movable sign that Applicant must meet the following requirements pursuant to subsection (e)(15)(i) and (ii) of § 23-65 of the Code of Ordinances of the City of Cedar Falls, Iowa:

(i) Furnish proof of insurance: Commercial general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, with the City to be named as an additional insured on the policy, with an endorsement to be issued as part of the insurance policy, evidencing compliance with this requirement; and

(ii) Furnish an indemnification agreement by which Applicant agrees to indemnify and hold the City harmless from any liability for damages arising out of the placement of the temporary movable sign in the public right-of-way.

In consideration of the City's agreement to permit the temporary movable signs on certain public sidewalks in full compliance with Cedar Falls Ordinance § 23-65, Applicant, its successors and assigns, hereby agree to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, liability or damages of whatever nature, including payment of reasonable attorney fees, which may arise from my use of the public right-of-way arising from this Agreement, or which may be caused in whole or in part by any act or omission of the Applicant including Applicant's agents or employees.

Applicant hereby acknowledges that he/she has carefully read the foregoing Release and Indemnification Agreement, that he/she voluntarily signs the same, and acknowledges receipt of a copy hereof.

Dated this 26 day of March, 20020

Deanna Nelson  
Witness Signature

[Signature]  
Signature of Applicant

Deanna Nelson  
Name of Witness - Print

Mark Kittrell  
Name of Applicant - Print

Eagle View, CEO  
Business Name & Title of Applicant Proprietor

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA Sarwar Corporation dba Bob West  
Physical Location Address 3105 Hudson Road, City Cedar Falls ZIP 50613  
Mailing Address 3105 Hudson Road City Cedar Falls IA State IA ZIP 50613  
Business Phone Number 319-266-7344

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP \_\_\_\_\_  
Mailing Address 3105 Hudson Road, City Cedar Falls State IA ZIP 50613  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email BBWBSTCF@aol.com

**Retail Information:**

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

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

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

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

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

Name (please print) Muhammad Sarwar Name (please print) \_\_\_\_\_  
Signature \_\_\_\_\_ Signature \_\_\_\_\_  
Date 5/5/2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA BANI'S  
Physical Location Address 2128 College Street City Cedar Falls ZIP IA 50613  
Mailing Address 2128 College Street City Cedar Falls State IA ZIP 50613  
Business Phone Number 319-277-6666

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Cedar Star, Inc  
Mailing Address 2128 College Street City Cedar Falls State Iowa ZIP 50613  
Phone Number 319-277-6666 Fax Number \_\_\_\_\_ Email wahidy786@yahoo.com

**Retail Information:**

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

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

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

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

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

Name (please print) RIFFAT WAHIDY Name (please print) \_\_\_\_\_  
Signature Rwahidy Signature \_\_\_\_\_  
Date 05-14-2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA BUZZ SMOKE & VAPOR  
Physical Location Address 2125 College St. Suite A City Cedar Falls ZIP 50613  
Mailing Address 2125 College St. Suite A City Cedar Falls State IA ZIP 50613  
Business Phone Number 319 260 2247

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP DAFFODILS, INC.  
Mailing Address 2125 College St. Suite A City Cedar Falls State IA ZIP 50613  
Phone Number 319 260 2247 Fax Number \_\_\_\_\_ Email buzzvapeshop@gmail.com

**Retail Information:**

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

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

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

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

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

Name (please print) SHAHID ASLAM Name (please print) \_\_\_\_\_  
Signature [Signature] Signature \_\_\_\_\_  
Date 05-21-2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA Daffodils Inc. dba Cloud 9 Glass + Novelty  
Physical Location Address 2125 College St, Ste C City Cedar Falls ZIP 50613  
Mailing Address 2125 College St, Ste A City Cedar Falls State IA ZIP 50613  
Business Phone Number 319-493-5322

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Daffodils Inc.  
Mailing Address 2125 College St, Ste A City Cedar Falls State IA ZIP 50613  
Phone Number 319-493-5322 Fax Number \_\_\_\_\_ Email buzzvapeshop@gmail.com

**Retail Information:**

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

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

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

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

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

Name (please print) Usman Chatha Name (please print) Shahid Aslam  
Signature [Signature] Signature [Signature]  
Date \_\_\_\_\_ Date 05-19-2020

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

Business Information:

Trade Name/DBA CYPRESS TREE, INC DBA CYPRESS LOUNGE
Physical Location Address 209 A STATE ST City CF ZIP 50613
Mailing Address City State ZIP
Business Phone Number 319 266-0000 / 319 961-8078

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CYPRESS TREE, INC.
Mailing Address 209 A STATE ST City CF State IA ZIP 50613
Phone Number 319 266-0000 Fax Number Email DPARRIS@CYPRESS.COM

Retail Information:

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

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

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

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

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

Name (please print) DAVIN A PARRIS Name (please print)
Signature Signature
Date 5/22/20 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA Dollar General Store # 14412  
Physical Location Address 2921 Center Street City Cedar Falls ZIP 50603  
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072  
Business Phone Number 319 242 3091

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Dobencorp, LLC  
Mailing Address 100 Mission Ridge City Goodlettsville State TN ZIP 37072  
Phone Number 615 855 4000 Fax Number 877 364 4130 Email tax-beerandwine@dollargeneral.com

**Retail Information:**

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

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

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

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

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

Name (please print) Kelly Harper Name (please print) \_\_\_\_\_  
Signature Kelly Harper Signature \_\_\_\_\_  
Date 4/21/2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 7 / 1 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA Dollar General Store # (21239)  
Physical Location Address 1922 Valley Park Dr City \_\_\_\_\_ ZIP \_\_\_\_\_  
Mailing Address 100 Mission Ridge City Gadgetsville State TN ZIP 37072  
Business Phone Number 391-243-3863

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP DdgenCorp, LLC  
Mailing Address 100 Mission Ridge City Gadgetsville State TN ZIP 37072  
Phone Number 615 855 4000 Fax Number 877 364 4130 Email tax-beerandwine@dollargeneral.com

**Retail Information:**

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

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

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

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

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

Name (please print) Kelly Harper Name (please print) \_\_\_\_\_  
Signature Kelly Harper Signature \_\_\_\_\_  
Date 4/21/2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

Business Information:

Trade Name/DBA Fleet Farm
Physical Location Address 400 West Ridgeway Ave. City Cedar Falls ZIP 50613
Mailing Address Attn: Licensing Dept / 2401 S Memorial Dr City Appleton State WI ZIP 54915
Business Phone Number 920-997-1403

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [ ] LLC [x] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Wholesale Supply Co. LLC
Mailing Address Attn: Licensing Dept / 2401 S Memorial Dr City Appleton State WI ZIP 54915
Phone Number 920-997-1403 Fax Number 920-731-5700 Email licenses@fleetfarm.com

Retail Information:

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

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

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

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

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

Name (please print) Heath C. Ashenfelter Name (please print)
Signature [Signature] Signature
Date Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

Business Information:

Trade Name/DBA Fleet Farm Fuel
Physical Location Address 108 West Ridgeway Ave. City Cedar Falls ZIP 50613
Mailing Address Attn: Licensing Dept / 2401 S Memorial Dr City Appleton State WI ZIP 54915
Business Phone Number 920-997-1403

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [ ] LLC [x] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP Fleet Farm Wholesale Supply Co. LLC
Mailing Address Attn: Licensing Dept / 2401 S Memorial Dr City Appleton State WI ZIP 54915
Phone Number 920-997-1403 Fax Number 920-731-5700 Email licenses@fleetfarm.com

Retail Information:

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

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

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

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

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

Name (please print) Heath C. Ashenfelter Name (please print)
Signature [Signature] Signature
Date Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

Business Information:

Trade Name/DBA Greenleaf tobacco and vapor
Physical Location Address 5901 University Ave City Cedar Falls ZIP 50613
Mailing Address 5901 University Ave City Cedar Falls State IA ZIP 50613
Business Phone Number 319-229-2606 260-2183

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [x] LLC [ ] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP Greenleaf Tobacco and Vapor Inc.
Mailing Address 45 W Jefferson St Apt #211 City Waterloo State IA ZIP 50701
Phone Number 651-955-1901 Fax Number Email cedarfalls tobacco@gmail.com

Retail Information:

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

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

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

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

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

Name (please print) Mohammad Mirib Name (please print) Mohammad Mirib
Signature Mahmud Mirib Signature Mahmud Mirib
Date 05/10/20 Date 05/10/20

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

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



**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA KWIK STAR #490  
Physical Location Address 7500 Nordic Dr, Cedar Falls, IA ZIP 50613  
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602  
Business Phone Number 319-277-1025

**Legal Ownership Information:**

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

**Retail Information:**

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

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) \_\_\_\_\_  
Signature *Donald P. Zietlow* Signature \_\_\_\_\_  
Date MAY 13 2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA KWIK STAR #726  
Physical Location Address 2019 College St, Cedar Falls, IA ZIP 50613  
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602  
Business Phone Number 319-277-7226

**Legal Ownership Information:**

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

**Retail Information:**

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

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) \_\_\_\_\_  
Signature *Donald P. Zietlow* Signature \_\_\_\_\_  
Date MAY 13 2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07/01/2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA KWIK STAR #934  
Physical Location Address 4515 Coneflower Pkwy, Cedar Falls, IA ZIP 50613  
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602  
Business Phone Number 319-266-6428

**Legal Ownership Information:**

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

**Retail Information:**

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

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) \_\_\_\_\_  
Signature *Donald P. Zietlow* Signature \_\_\_\_\_  
Date MAY 13 2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA METRO MART #3  
Physical Location Address 103 FRANKLIN STREET City CEDAR FALLS ZIP 50613  
Mailing Address P.O. BOX 66 City WATERLOO State IA ZIP 50704  
Business Phone Number 319-266-5857

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP METRO FUEL INC.  
Mailing Address P.O. BOX 66 City WATERLOO State IA ZIP 50704  
Phone Number 319-236-0997 Fax Number 319-234-5819 Email metrofuel@yahoo.com

**Retail Information:**

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

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

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

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

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

Name (please print) N. Sam Annis III Name (please print) \_\_\_\_\_  
Signature *N. Sam Annis III* Signature \_\_\_\_\_  
Date 4/13/2020 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

- Fill in the amount paid for the permit: \$100.<sup>00</sup>
- Fill in the date the permit was approved by the council or board: \_\_\_\_\_
- Fill in the permit number issued by the city/county: \_\_\_\_\_
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New  Renewal

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2020 through June 30, 21

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

Business Information:

Trade Name/DBA PRIME MART 1
Physical Location Address 2323 MAIN ST City Cedar Falls ZIP 50613
Mailing Address SAME City State ZIP
Business Phone Number

Legal Ownership Information:

Type of Ownership: Sole Proprietor [ ] Partnership [ ] Corporation [x] LLC [x] LLP [ ]
Name of sole proprietor, partnership, corporation, LLC, or LLP BSE & NC
Mailing Address 2323 MAIN ST City Cedar Falls State Iowa ZIP 50613
Phone Number 319-290-5843 Fax Number Email PRIMEMARTS1@ES@HETMIL.C

Retail Information:

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

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

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

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

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

Name (please print) SHABID W. CHATHA Name (please print)
Signature Signature
Date 5/19/20 Date

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

Instructions on the reverse side

For period (MM/DD/YYYY) 07/01/2020 through June 30, 2021

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

Business Information:

Trade Name/DBA TOBACCO OUTLET PLUS #561  
Physical Location Address 4116 University Ave, Suite 106, Cedar Falls, IA ZIP 50613  
Mailing Address P.O. Box 2107 City La Crosse State WI ZIP 54602  
Business Phone Number 319-268-0995

Legal Ownership Information:

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

Retail Information:

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

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

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

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

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

Name (please print) Donald P. Zietlow, President Name (please print) \_\_\_\_\_  
Signature *Donald P. Zietlow* Signature \_\_\_\_\_  
Date MAY 13 2020 Date \_\_\_\_\_

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

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375

**Instructions on the reverse side**

For period (MM/DD/YYYY) 07 / 01 / 2020 through June 30, 2021

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

**Business Information:**

Trade Name/DBA Walgreens #10557  
Physical Location Address 2509 White Tail Drive City Cedar Falls ZIP 50613  
Mailing Address PO Box 901 City Deerfield State IL ZIP 60015  
Business Phone Number 319-553-0206

**Legal Ownership Information:**

Type of Ownership: Sole Proprietor  Partnership  Corporation  LLC  LLP   
Name of sole proprietor, partnership, corporation, LLC, or LLP Walgreen Co  
Mailing Address PO Box 901 City Deerfield State IL ZIP 60015  
Phone Number 847-527-4402 Fax Number 847-368-6525 Email taxiicenserenewals@walgreens.com

**Retail Information:**

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

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

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

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

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

Name (please print) Susan Holliday, Treasurer Name (please print) \_\_\_\_\_  
Signature Susan Holliday Signature \_\_\_\_\_  
Date 5/5/20 Date \_\_\_\_\_

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

**FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE**

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

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

- Email: [iapledge@iowaabd.com](mailto:iapledge@iowaabd.com)
- Fax: 515-281-7375



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
Craig Berte, Assistant Police Chief  
**Date:** May 28, 2020  
**Re:** Beer/Liquor License Applications

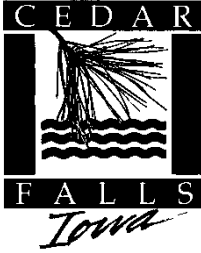
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Police Operations has received applications for liquor licenses and/ or wine or beer permits. We find no records that would prohibit these license and permits and recommend approval.

Name of Applicants:

- a) Kwik Star, 7500 Nordic Drive, Class C beer & Class B wine - renewal.
- b) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor & outdoor service - renewal.
- c) Harry's Five and Dime, 123 Main Street, Class C liquor - renewal.
- d) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C liquor & outdoor service - renewal.
- e) Prime Mart, 2323 Main Street, Class E liquor - renewal.





## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**

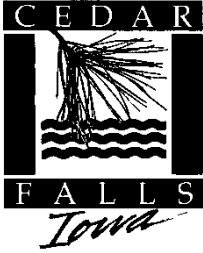
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**TO:** Mayor Green & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 27, 2020  
**SUBJECT:** 2020 Bond Sales

On June 15<sup>th</sup>, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects (attached is the list that was provided in the council packet for the 5/18 council meeting). The attached resolution directs the notice of the sale and allows for electronic bidding procedure for the sale.

Also attached is the Preliminary Official Statement (POS) that was emailed out ahead of time to Council members for review. This POS includes various financial information about the City and is subject to Federal Securities Law regulation. Staff has worked with Public Financial Management, our financial advisors and Ahlers Cooney Law Firm, our bond counsel to prepare this document.

If you have any questions regarding the bond sale, please feel free to contact me.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

---

**INTEROFFICE MEMORANDUM**


---

**TO:** Mayor Green & City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 27, 2020  
**SUBJECT:** 2020 Bond Sales

On June 15<sup>th</sup>, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects as outlined on the City's Capital Improvements Program (CIP). Prior to that sale, the City must hold a public hearing authorizing the maximum amount of the bond sale. You will note that the resolutions for the hearings and sales are separated into various pieces on the Council agenda. This is due to the requirement of disclosing amounts for general corporate purpose and essential corporate purpose. The amounts are as follows:

- Essential Corporate Purpose in an amount not to exceed \$2,800,000. These proceeds are anticipated to finance various City capital projects as follows:
  - Network Cameras
  - Olive Street Box Culvert
  - Bluebell Sidewalk Infill
  - Campus Street Sidewalk
  - Sidewalk Reconstruction
  - Rownd Street Sidewalk
  - W. 20<sup>th</sup> Sidewalk Infill
  - Slope Repair
  - Cedar Heights Drive Reconstruction
  - Center Street Improvements
  - Greenhill Rd & South Main Intersection
  - West 1<sup>st</sup> St.
  - Bunker Gear
  - Fire Truck Replacement
  
- General Corporate Purpose in an amount not to exceed \$700,000. These proceeds are anticipated to finance various City capital projects as follows:
  - South Main Parking Lot
  - Infrastructure Oversizing
  - Union Road Trail Phase II
  - Annual Street Repair Program - Amenities

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

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

\$3,430,000 General Obligation Capital Loan Notes

- Resolution approving electronic bidding procedures and Official Statement.

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

June 1, 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 \_\_\_\_\_ .M., on the above date. There were present Mayor \_\_\_\_\_, in the chair, and the following named Council Members:

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

\*Due to the State Public Health Emergency Declaration regarding COVID-19, this meeting was conducted electronically pursuant to Iowa Code 21.8 and the Emergency Proclamation of Governor Kim Reynolds. Participation was available via the internet or telephonically, as follows:

Internet access: \_\_\_\_\_

Meeting ID: \_\_\_\_\_

Telephone access: \_\_\_\_\_

Council Member \_\_\_\_\_ introduced the following resolution entitled "RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT", and moved that the resolution be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called and the vote was,

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the resolution duly adopted as follows:

**RESOLUTION APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT**

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic, facsimile and internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 2. That the receipt of electronic bids by facsimile machine and through the PARITY® Competitive Bidding System described in the Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

PASSED AND APPROVED this 1<sup>st</sup> day of June, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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)

01723216-1\10283-178

**New Issue**

**Rating: Application Made to Moody's Investors Service**

*Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax. The Notes will be designated as "qualified tax-exempt obligations". See "TAX MATTERS" herein for a more detailed discussion.*

**CITY OF CEDAR FALLS, IOWA**

**\$3,430,000\* General Obligation Capital Loan Notes, Series 2020**

BIDS RECEIVED: Monday, June 15, 2020, 10:00 A.M., Central Time

AWARD: Monday, June 15, 2020, 7:00 P.M., Central Time

**Dated:** Date of Delivery (July 21, 2020)

**Principal Due:** June 1, as shown inside front cover

The \$3,430,000\* General Obligation Capital Loan Notes, Series 2020 (the "Notes") of the City of Cedar Falls, Iowa (the "City") are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution to be adopted by the City Council of the City. The Notes are being issued to provide funds to pay costs of City capital projects, including opening, widening, extending, grading and draining of the right-of-way of streets, highways, avenues, alleys and public grounds and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire, and streets departments; acquisition, construction, reconstruction, enlargement, improvement and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; acquisition, construction, reconstruction, enlargement, improvement and equipping of City facilities, including the South Main parking lot.

The Purchaser of the Notes agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to the authority contained in Section 384.24A and 384.25 of the Code of Iowa. The Notes are issued in evidence of the City's obligations under the Loan Agreement. The Notes are general obligations of the City, for which the City will pledge to levy ad valorem taxes against all taxable property within the City without limitation as to rate or amount.

The Notes will be issued as fully registered Notes without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Notes. Individual purchases may be made in book-entry-form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Notes purchased. Principal of the Notes, payable annually on each June 1, beginning June 1, 2021 and interest on the Notes, payable initially on December 1, 2020 and thereafter on each June 1 and December 1, will be paid to DTC by the City's Controller/City Treasurer (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Notes as described herein. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar on the 15th day of the month preceding such interest payment date (the "Record Date"). *However, upon request of the successful bidder, the book-entry issuance provision described above for the Notes may be waived in favor of certificates that will be prepared and delivered at closing.*

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**THE NOTES WILL MATURE AS LISTED ON THE INSIDE FRONT COVER**

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<b>MINIMUM BID:</b>	\$3,405,990
<b>GOOD FAITH DEPOSIT:</b>	Required of Purchaser Only
<b>TAX MATTERS:</b>	Federal: Tax-Exempt State: Taxable See "TAX MATTERS" section or more information.

The Notes are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the unqualified approving legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Notes. It is expected the Notes in the definitive form will be available on or about July 21, 2020 via Fast Automated Securities Transfer delivery with the Registrar holding the Notes on behalf of DTC. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

\* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without notice. The Notes may not be sold nor may offers to buy be accepted prior to the time the Preliminary Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the applicable securities laws of any such jurisdiction.



## CITY OF CEDAR FALLS, IOWA

### \$3,430,000\* General Obligation Capital Loan Notes, Series 2020

**MATURITY:** The Notes will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>
2021	\$130,000
2022	335,000
2023	340,000
2024	350,000
2025	355,000
2026	365,000
2027	375,000
2028	385,000
2029	390,000
2030	405,000

**\*PRINCIPAL  
ADJUSTMENT:**

Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued, will not exceed \$3,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST:** Interest on the Notes will be payable on December 1, 2020 and semiannually thereafter.

**REDEMPTION:** The Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

## COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

**Preliminary Official Statement:** This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Notes to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final “Official Statement”.

**Review Period:** This Preliminary Official Statement has been distributed to the City’s staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the “Municipal Advisor”) at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

**Final Official Statement:** Upon award of sale of the Notes, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the “Syndicate Manager”) and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

## REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor, Bond Counsel or the underwriter. This Preliminary Official Statement does not constitute any offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor, Bond Counsel or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made hereunder, shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the issue.

# CITY OF CEDAR FALLS, IOWA

## City Council

Rob Green	Mayor	January 1, 2022
Mark Miller	Council Member – 1 <sup>st</sup> Ward	January 1, 2022
Susan deBuhr	Council Member – 2 <sup>nd</sup> Ward	January 1, 2024
Daryl Kruse	Council Member – 3 <sup>rd</sup> Ward	January 1, 2022
Simon Harding	Council Member – 4 <sup>th</sup> Ward	January 1, 2024
Frank Darrah	Council Member – 5 <sup>th</sup> Ward	January 1, 2022
Nick Taiber	Council Member – At Large	January 1, 2022
Dave Sires	Council Member – At Large	January 1, 2024

## Administration

Ron Gaines – City Administrator  
 Jennifer Rodenbeck – Director of Finance & Business Operations  
 Lisa Roeding – Controller/City Treasurer  
 Jacque Danielsen – City Clerk

## City Attorney

Kevin Rogers,  
 Cedar Falls, Iowa

## Bond Counsel

Ahlers & Cooney, P.C.,  
 Des Moines, Iowa

## Municipal Advisor

PFM Financial Advisors LLC,  
 Des Moines, Iowa

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**OFFICIAL BID FORM**

**TERMS OF OFFERING**  
**CITY OF CEDAR FALLS, IOWA**

Bids for the purchase of the City of Cedar Falls, Iowa’s (the “City”) \$3,430,000\* General Obligation Capital Loan Notes, Series 2020 (the “Notes”) will be received on Monday, June 15, 2020, before 10:00 A.M. Central Time after which time they will be tabulated. The City Council will consider award of the Notes at 7:00 P.M. Central Time, on the same day. Questions regarding the sale of the Notes should be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309 or by telephoning 515-243-2600. Information can also be obtained from Ms. Jennifer Rodenbeck, Director of Finance & Business Operations, City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613, or by telephoning 319-268-5108.

This section sets forth the description of certain terms of the Notes as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

**DETAILS OF THE NOTES**

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020 in the principal amount of \$3,430,000\*, will be dated the date of delivery (anticipated to be July 21, 2020), in the denomination of \$5,000 or multiples thereof, and will mature June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2021	\$130,000	2026	\$365,000
2022	335,000	2027	375,000
2023	340,000	2028	385,000
2024	350,000	2029	390,000
2025	355,000	2030	405,000

\* Preliminary; subject to change.

**ADJUSTMENT TO NOTE MATURITY AMOUNTS**

The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or reduce each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$3,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

**INTEREST**

Interest on the Notes will be payable on December 1, 2020 and semiannually on the 1<sup>st</sup> day of June and December thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month (whether or not a business day) preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

## OPTIONAL REDEMPTION

Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

## TERM-NOTE OPTION

Bidders shall have the option of designating the Notes as serial notes or term notes, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial note maturities or mandatory redemption requirements, or a combination of both.

## GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$34,300 (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 12:00 P.M. Central Time on the day of the sale of the Notes and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected, and the City may direct the second lowest bidder to submit a Deposit and thereafter may award the sale of the Notes to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Notes. In the event a Purchaser fails to honor its accepted bid proposal, the Deposit will be retained by the City.

## FORM OF BIDS AND AWARD

All bids shall be unconditional for the Notes for a price not less than \$3,405,990, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Notes, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Notes will be awarded by lot.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Notes, (ii) reject all bids without cause and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

## BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Notes to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

## RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the “Internet Bid System”). Neither the City or its agents shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING. The time as maintained by the Internet Bid System shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bids: Sealed bids may be submitted and will be received at the office of the Director of Finance & Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. Physical access to City Hall may be limited due to COVID-19 restrictions. It shall be the responsibility of each bidder to plan accordingly for timely submission of sealed bids.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Ave, Suite 3300, Des Moines, Iowa, 50309; Telephone: 515-243-2600. The electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

Electronic Facsimile Bids: Electronic facsimile bids will be received at the office of the City’s Municipal Advisor, PFM Financial Advisors LLC, Des Moines, Iowa (facsimile number: (515) 243-6994). Electronic facsimile bids will be treated as sealed bids.

Electronic facsimile bids received after the deadline will be rejected. Bidders electing to submit bids via electronic facsimile transmission bear full responsibility for the transmission of such bid. Neither the City nor its agents shall be responsible for malfunction or mistake made by any person, or as a result of the use of the electronic facsimile facilities or any other means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received. Neither the City nor its agents will assume liability for the inability of the bidder to reach the above named facsimile numbers prior to the time of sale specified above. Time of receipt shall be the time recorded by the facsimile operator receiving the bids.

## BOOK-ENTRY-ONLY ISSUANCE

The Notes will be issued by means of a book-entry only system with no physical distribution of note certificates made to the public. The Notes will be issued in fully registered form and one note certificate, representing the aggregate principal amount of the Notes maturing in each year will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Notes. Individual purchases of the Notes may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Notes, will be required to deposit the note certificates with DTC. *However, upon request of the successful bidder, the book-entry issuance provision for the Notes may be waived in favor of certificates that will be prepared and delivered at closing.*

## MUNICIPAL NOTE INSURANCE AT PURCHASER'S OPTION

If the Notes qualify for issuance of any policy of municipal note insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Notes resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Notes from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Notes. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

### DELIVERY

*In the instance where the successful bidder waives book-entry issuance provisions in favor of certificates, certain of the following provisions will not apply.*

The Notes will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Notes are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by a Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Notes will cease. When the Notes are ready for delivery, the City may give the Purchaser five working days' notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right of its option to determine that the Purchaser has failed to comply with the offer of purchase.

### NOTE REGISTRATION

*In the instance where the successful bidder waives book-entry issuance provisions in favor of certificates, certain of the following provisions will not apply.*

The Notes shall be fully registered as to principal and interest in the name of the owner on the registration books of the City's Controller/City Treasurer (the "Registrar"), and after such registration, payment of the principal and interest thereof shall be made only to the registered owner, its legal representatives or assigns. It is anticipated that any successful bidder that waives book-entry issuance provisions in favor of the certificates will be acquiring the Notes for their own account and not with a view to resale or for other distribution thereof, and with no present intent to divide the Notes purchased nor to resell or otherwise dispose of all or any part of the Notes.

### ELECTRONIC TRANSCRIPTS

The Purchaser consents to the receipt of electronic transcripts and acknowledges the City's potential use of the electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

### ESTABLISHMENT OF ISSUE PRICE

The Purchaser shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel. All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Notes may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably



designed to reach potential underwriters, (ii) all bidders shall have an equal opportunity to bid, (iii) the City may receive bids from at least three underwriters of municipal notes who have established industry reputations for underwriting new issuances of municipal notes and (iv) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser. The City may, as set forth below, determine to treat (i) the first price at which 10% of a maturity of the Notes (the “10% test”) is sold to the public as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Notes as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The Purchaser shall advise the City if any maturity of the Notes satisfies the 10% test as of the date and time of the award of the Notes. The City shall promptly advise the Purchaser, at or before the time of award of the Notes, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Notes, if any, shall be subject to the 10% test and which shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Notes. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.**

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the “initial offering price”) or at the corresponding yield or yields set forth in the bid submitted by the Purchaser, and (ii) agree on behalf of the underwriters participating in the purchase of the Notes that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (a) the close of the fifth (5th) business day after the sale date, or (b) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that, in making the representation set forth above, the Purchaser of the Notes will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale

of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING, (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause “(a)” to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public), (iii) a purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date the Notes are awarded by the City to the Purchaser.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Notes. The Preliminary Official Statement when further supplemented with maturity dates, principal amounts, and interest rates of the Notes, and any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Notes, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). By awarding the Notes to any underwriter or underwriting-syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that, no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Notes are awarded, up to 15 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate or syndicates to which the Notes are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Notes agrees, thereby, that if its bid is accepted by the City, (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Notes for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2020, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser in complying with section (b)(5) of the Rule.

In accordance with the reporting requirements of paragraph (f)(3) of the Rule, within the past five years, the City inadvertently failed to timely cross reference the annual operating and data tables for Fiscal Year 2015-16 included within its timely filed Comprehensive Annual Financial Report and did not file a notice of late filing in connection with this

occurrence.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Notes or the resolution for the Notes. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

#### CUSIP NUMBERS

It is anticipated that the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Notes and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Notes shall not be cause for the Purchaser to refuse to accept delivery of said Notes.

**BY ORDER OF THE CITY COUNCIL**

City of Cedar Falls, Iowa

/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

**SCHEDULE OF BOND YEARS**

**\$3,430,000\***

**CITY OF CEDAR FALLS, IOWA**

**General Obligation Capital Loan Notes, Series 2020**

Notes Dated: July 21, 2020

Interest Due: December 1, 2020 and each June 1 and December 1 to maturity

Principal Due: June 1, 2021 - 2030

<u>Year</u>	<u>Principal</u> *	<u>Bond Years</u>	<u>Cumulative Bond Years</u>
2021	\$130,000	111.94	111.94
2022	335,000	623.47	735.42
2023	340,000	972.78	1,708.19
2024	350,000	1,351.39	3,059.58
2025	355,000	1,725.69	4,785.28
2026	365,000	2,139.31	6,924.58
2027	375,000	2,572.92	9,497.50
2028	385,000	3,026.53	12,524.03
2029	390,000	3,455.83	15,979.86
2030	405,000	3,993.75	19,973.61

Average Maturity (dated date):

5.823 Years

\* Preliminary; subject to change.

**EXHIBIT 1**  
**FORMS OF ISSUE PRICE CERTIFICATES**

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**COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS**

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**ISSUE PRICE CERTIFICATE**

\$\_\_\_\_\_ **General Obligation Capital Loan Notes, Series 2020**  
**City of Cedar Falls, Iowa**

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

**1. Reasonably Expected Initial Offering Price.**

a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Notes.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Notes.

**2. Defined Terms.**

a) *Issuer* means City of Cedar Falls, Iowa.

b) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is June 15, 2020.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

f) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: July 21, 2020

**SCHEDULE A**

**EXPECTED OFFERING PRICES**

**\$\_\_\_\_\_ General Obligation Capital Loan Notes, Series 2020**  
**City of Cedar Falls, Iowa**  
*(Attached)*



**SCHEDULE B**

**COPY OF UNDERWRITER'S BID**

**\$\_\_\_\_\_ General Obligation Capital Loan Notes, Series 2020  
City of Cedar Falls, Iowa**

*(Attached)*

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**COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED  
UNDERWRITERS HOLD OFFERING PRICE**

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**ISSUE PRICE CERTIFICATE**

\$\_\_\_\_\_ **General Obligation Capital Loan Notes, Series 2020**  
**City of Cedar Falls, Iowa**

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ("Purchaser") [the "Representative"] [the "Underwriting Group"], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

**1. Sale of the General Rule Maturities.** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

**2. Initial Offering Price of the Hold-the-Offering-Price Maturities.**

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

**3. Defined Terms.**

a) *General Rule Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) *Issuer* means City of Cedar Falls, Iowa.

e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is June 15, 2020.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER][REPRESENTATIVE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Dated: July 21, 2020

**SCHEDULE A**

**SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$\_\_\_\_\_ General Obligation Capital Loan Notes, Series 2020  
City of Cedar Falls, Iowa**

*(Attached)*

**SCHEDULE B**

**PRICING WIRE OR EQUIVALENT COMMUNICATION**

**\$\_\_\_\_\_ General Obligation Capital Loan Notes, Series 2020  
City of Cedar Falls, Iowa**

*(Attached)*

**PRELIMINARY OFFICIAL STATEMENT**

**CITY OF CEDAR FALLS, IOWA**

**\$3,430,000\* General Obligation Capital Loan Notes, Series 2020**

**INTRODUCTION**

This Preliminary Official Statement contains information relating to the City of Cedar Falls, Iowa (the “City”) and its issuance of \$3,430,000\* General Obligation Capital Loan Notes, Series 2020 (the “Notes”). This Preliminary Official Statement has been executed on behalf of the City and its Director of Finance & Business Operations and may be distributed in connection with the sale of the Notes authorized therein. Inquiries may be made to the City’s Municipal Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, or by telephoning (515) 243-2600. Information can also be obtained from Ms. Jennifer Rodenbeck, Director of Finance & Business Operations, 220 Clay Street, Cedar Falls, Iowa 50613, or by telephoning (319) 268-5108.

**AUTHORITY AND PURPOSE**

The Notes are being issued pursuant to Division III of Chapter 384 of the Code of Iowa and a resolution (the “Resolution”) to be adopted by the City Council of the City. The Notes are being issued to provide funds to pay costs of City capital projects, including opening, widening, extending, grading and draining of the right-of-way of streets, highways, avenues, alleys and public grounds and market places, and the removal and replacement of dead or diseased trees thereon; construction, reconstruction and repairing of any street improvements, bridges, grade crossing separations and approaches; acquisition, installation and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the police, fire and streets departments; acquisition, construction, reconstruction, enlargement, improvement and equipping of recreational trails, expanded public infrastructure and related amenities and site improvements; acquisition, construction, reconstruction, enlargement, improvement and equipping of City facilities, including the South Main parking lot.

The estimated Sources and Uses of the Notes are as follows:

Sources of Funds\*

Par Amount of Notes	\$3,430,000.00
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Uses of Funds\*

Deposit to Project Fund	\$3,363,000.00
Underwriter’s Discount	24,010.00
Cost of Issuance & Contingency	<u>42,990.00</u>
Total Uses	\$3,430,000.00

\* Preliminary; subject to change.

**INTEREST**

Interest on the Notes will be payable on December 1, 2020 and semiannually on the 1<sup>st</sup> day of June and December thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15<sup>th</sup> day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

## OPTIONAL REDEMPTION

Notes due after June 1, 2028 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

## PAYMENT OF AND SECURITY FOR THE NOTES

The Notes are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Notes, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Notes. If, however, the amount credited to the debt service fund for payment of the Notes is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation Notes, “the governing authority of these political subdivisions before issuing Notes shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the Notes within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the Notes in full.”

Nothing in the Resolution authorizing the Notes prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Notes. If, and to the extent such other legally available moneys are used to pay the principal of or interest on the Notes, the City may, but shall not be required to (i) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph, or (ii) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Notes.

The Resolution authorizing the Notes does not restrict the City’s ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Notes. For a further description of the City’s outstanding general obligation debt upon issuance of the Notes and the annual debt service on the Notes, see “DIRECT DEBT” under “CITY INDEBTEDNESS” included in APPENDIX A herein. For a description of certain constitutional and statutory limits on the issuance of general obligation debt, see “DEBT LIMIT” under “CITY INDEBTEDNESS” included in APPENDIX A herein.

## BOOK-ENTRY-ONLY SYSTEM

*In the instance that the successful bidder waives book-entry issuance provisions in favor of certificates, the provisions included in this section shall not apply. See NOTE REGISTRATION for non-book-entry closing conditions.*

*The information contained in the following paragraphs of this subsection “BOOK-ENTRY-ONLY ISSUANCE” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE”. The information in this section concerning DTC and DTC’s book-entry-only system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.*

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s

partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has Standard & Poor’s rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry-only system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.



Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry-only credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

## **NOTE REGISTRATION**

*In the instance where the successful bidder waives book-entry issuance provisions in favor of certificates, certain of the following provisions will not apply.*

The Notes shall be fully registered as to principal and interest in the name of the owner on the registration books of the City's Controller/City Treasurer (the "Registrar"), and after such registration, payment of the principal and interest thereof shall be made only to the registered owner, its legal representatives or assigns. It is anticipated that any successful bidder that waives book-entry issuance provisions in favor of certificates will be acquiring the Notes for their own account and not with a view to resale or for other distribution thereof, and with no present intent to divide the Notes purchased nor to resell or otherwise dispose of all or any part of the Notes.

## **FUTURE FINANCING**

The City does not anticipate any additional general obligation borrowing needs within 90 days of this Preliminary Official Statement.

## LITIGATION

The City is not aware of any threatened or pending litigation that may have a material adverse effect on the validity of the Notes or the City's ability to meet its financial obligations with regard to the Notes.

## DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

## LEGALITY

The Notes are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel has not participated in the preparation of this Preliminary Official Statement other than to review or prepare information describing the terms of the Notes and Iowa and Federal law pertinent to the validity of and the tax status of interest on the Notes, which can be found generally under the sections "AUTHORITY AND PURPOSE", "OPTIONAL REDEMPTION", "PAYMENT AND SECURITY FOR THE NOTES" and "TAX MATTERS", herein. Additionally, Bond Counsel has provided its legal opinion and Continuing Disclosure Certificate, included in APPENDIX B and APPENDIX D, respectively, within this Preliminary Official Statement. Bond Counsel is not expressing any opinion as to the completeness or accuracy of the information contained in the Preliminary Official Statement. The FORM OF LEGAL OPINION as set out in APPENDIX B to this Preliminary Official Statement, will be delivered at closing.

The legal opinion to be delivered concurrently with the delivery of the Notes expresses the professional judgment of the attorneys rendering the opinion as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no bond trustee or similar person to monitor or enforce the provisions of the Resolution for the Notes. The owners of the Notes should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. See "LEVIES AND TAX COLLECTIONS" included in APPENDIX A herein, for a description of property tax collection and enforcement.

In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion. The opinion will state, in part, that the obligation of the City with respect to the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

## TAX MATTERS

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Notes. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of note proceeds and facilities financed with note proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Notes to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such

covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

Subject to the City's compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for federal alternative minimum tax.

Prospective purchasers of the Notes should be aware that ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchaser of the Notes should consult their tax advisors as to collateral federal income tax consequences.

Ownership of the Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Notes. The prospective purchaser of the Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

Qualified Tax-Exempt Obligations: The City does not reasonably expect to issue more than \$10,000,000 in tax-exempt obligations in calendar year 2020 which must be taken into account under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In the Resolution authorizing the issuance of the Notes, the City will designate the Notes as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes a portion of the interest expense that is allocable to tax-exempt obligations.

Tax Accounting Treatment of Discount and Premium Notes: The initial public offering price of certain Notes may be less than the amount payable on such Notes at maturity (the "Discount Notes). An amount equal to the difference between the initial public offering price of Discount Notes (assuming that a substantial amount of the Discount Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Notes. Owners of Discount Notes should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Notes. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Notes may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Notes may be greater than the amount of such Notes at maturity (the "Premium Notes"). An amount equal to the difference between the initial public offering price of Premium Notes (assuming that a substantial amount of the Premium Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Notes. Purchasers of the Premium Notes should consult with their own tax advisors with respect to the determination of amortizable note premium on Premium Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Notes.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Notes. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Notes.

Audits: The Internal Revenue Service (the "Service") has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence

an audit of the Notes. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the noteholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Notes until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of tax-exempt obligations, including the Notes, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any Note owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any Note owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Court proceedings may also be filed, the outcome of which could modify the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest or other income on the Notes or the market value or marketability of the Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, court decisions, or clarification of the Code may cause interest on the Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Notes from realizing the full current benefit of the tax status of such interest. Also, future legislative proposals, or clarification of the Code, may affect the market price for, or marketability of, the Notes. Prospective purchasers of the Notes should consult their own legal counsel and tax advisors regarding pending or proposed tax legislation, as to which Bond Counsel expresses no opinion except as expressly set forth in APPENDIX B to this Preliminary Official Statement.

The opinion expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Enforcement: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution authorizing the Notes. There is no note trustee or similar person to monitor or enforce the terms of the Resolution authorizing the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution authorizing the Notes) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion. The opinion to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution for the Notes, including principal of and interest on the Notes.

**The Opinion:** The opinion expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel's opinions are not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinions of Bond Counsel and Bond Counsel's opinions are not binding on the Service. Bond Counsel assumes no obligation to update its opinions after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

*ALL POTENTIAL PURCHASERS OF THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).*

## **NOTEHOLDER'S RISKS**

An investment in the Notes is subject to certain risks. No person should purchase the Notes unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Notes. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

**Global Health Emergency Risk:** The World Health Organization has declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus and on March 13, 2020, the President of the United States declared a national emergency. The current spread of COVID-19 is altering the behavior of businesses and people in a manner that may have negative effects on economic activity, and therefore adversely affect the financial condition of the City, either directly or indirectly. Federal, State, and local officials are taking steps to curb the spread of the virus, including providing both discretionary and mandatory guidelines and orders regarding public gatherings, and imposing mandatory closings of some businesses. The spread of the virus could reduce sales tax collections, delay the receipt of property tax payments and negatively impact other collections dependent on local business activity. At this time, it is not possible to predict the full impact on the City and its finances. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

**Secondary Market Not Established:** There is no established secondary market for the Notes, and there is no assurance that a secondary market will develop for the purchase and sale of the Notes. Prices of municipal Notes traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal Notes as a result of the financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject Notes are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal Notes are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

*EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE NOTES, IF ANY, COULD BE LIMITED.*

**Ratings Loss:** Moody's Investors Service, Inc. ("Moody's") has assigned a rating of '\_\_\_\_' to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

**Matters Relating to Enforceability:** Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution authorizing the Notes.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution authorizing the Notes. The opinion, to be delivered concurrently with the delivery of the Notes, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution authorizing the Notes, including principal of and interest on the Notes.

**Forward-Looking Statements:** This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Notes.

**Financial Condition of the City from time to time:** No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in future. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

**Redemption Prior to Maturity:** In considering whether to make an investment in the Notes, it should be noted that the Notes are subject to optional redemption, as outlined herein, without Noteholder discretion or consent. See "OPTIONAL REDEMPTION" herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading “TAX MATTERS” herein, the interest on the Notes could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Notes, as a result of acts or omissions of the City in violation of its covenants in the Resolution authorizing the Notes. Should such an event of taxability occur, the Notes would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Notes, and there is no provision for an adjustment of the interest rates on the Notes.

It is possible that legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City after the closings of the Notes will alter the tax status of the Notes, and in the extreme, remove the tax-exempt status from the Notes. In that instance, the Notes are not subject to mandatory prepayment and the interest rates on the Notes don’t increase or otherwise reset. A determination of taxability on the Notes after closing could materially adversely affect the value and marketability of the Notes.

Pending Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Notes or otherwise prevent holders of the Notes from realizing the full benefit of the tax exemption of interest on the Notes. Further, such proposals may impact the marketability or market value of the Notes simply by being proposed. It cannot be predicted whether, or in what forms, any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Notes. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Notes would be impacted thereby.

Changes in Property Taxation: The Notes are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE NOTES” herein. The State Public Health Emergency Declarations has temporarily suspended the provisions that require the imposition of penalty and interest for delay in property tax payments and directs that no such penalty or interest may be imposed for the duration of the declaration and any future extension of the suspension. It is impossible to predict whether the declaration or an extension thereof would have a material effect on the City’s ability to collect property taxes necessary for the payment of principal and interest on the Notes.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City’s financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City’s financial condition. The Notes are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City’s information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City’s operations and financial condition.

The City maintains insurance policies in the amount of \$7 million for general liability. In addition, the City has a separate \$1 million cyber liability policy. The City cannot predict whether these policies would be sufficient in the event of a cyber breach. The Notes are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

Pensions: Pursuant to GASB 68, the City reported a liability of \$7,971,544 within its Comprehensive Annual Financial Report (“CAFR”) for the Fiscal Year ended June 30, 2019 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2018, the City’s collective proportion was 0.1259677%, which was an increase of 0.0012919% from its proportion measured as of June 30, 2017.

Additionally, the City reported a liability of \$10,587,346 with its CAFR for the Fiscal Year ended June 30, 2019 for its proportionate share of the net pension liability related to MFPRSI, as defined herein. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2018, the City’s collective proportion was 1.778180%, which was an increase of 0.106635% from its proportion measured as of June 30, 2017. See “EMPLOYEES AND PENSIONS” under the “THE CITY” section included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City’s contributions, and the City’s COMPREHENSIVE ANNUAL FINANCIAL REPORT for the Fiscal Year ended June 30, 2019, included in APPENDIX C to this Preliminary Official Statement, for additional information related to the City’s deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City’s pension contributions, or available sources to fund said contributions, may adversely affect the City’s financial condition. However, the Notes are secured by an unlimited ad valorem property tax as described more fully in the “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see “CONTINUING DISCLOSURE” herein) will not constitute an event of default on the Notes. Any such failure must be disclosed in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), and may adversely affect the transferability and liquidity of the Notes and their market price.

Bankruptcy: The rights and remedies available to holders of the Notes may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor’s rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of Bond Counsel to be delivered with respect to the Notes and the Resolution for the Notes, including the opinions of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Notes could be prohibited from taking any steps to enforce their rights under the Resolution for the Notes. In the event the City fails to comply with its covenants under the Resolution for the Notes or fails to make payments on the Notes, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Notes.

Suitability of Investment: The interest rate borne by the Notes is intended to compensate the investor for assuming the risk of investing in the Notes. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Notes are an appropriate investment for such investor.



Tax Levy Procedures: The Notes are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Notes for a particular fiscal year may cause noteholders to experience a delay in the receipt of distributions of principal of and/or interest on the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution authorizing the Notes) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. However, the Notes are secured by a debt service levy upon real property in the jurisdictional limits of the City and are not secured by state or federal funds. See “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

DTC-Beneficial Owners: Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through Indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Notes can be effected only through DTC Participants, Indirect Participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered owners only indirectly through DTC and the Participants. See “BOOK-ENTRY-ONLY ISSUANCE” herein.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Notes are an appropriate investment.

## **RATING**

The City has requested a rating on the Notes from Moody’s. The City’s outstanding general obligation long-term debt is rated ‘Aa1’ by Moody’s. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody’s. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Notes.

## **MUNICIPAL ADVISOR**

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa, as Municipal Advisor in connection with the preparation of the Preliminary Official Statement for the issuance of the Notes. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of the information provided by the City, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

## CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2020, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in APPENDIX D – FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser in complying with section (b)(5) of the Rule.

In accordance with the reporting requirements of paragraph (f)(3) of the Rule, within the past five years, the City inadvertently failed to timely cross reference the annual operating and data tables for Fiscal Year 2015-16 included within its timely filed Comprehensive Annual Financial Report and did not file a notice of late filing in connection with this occurrence.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Notes or the Resolution for the Notes. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

## FINANCIAL STATEMENTS

The City’s Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2019 is reproduced in APPENDIX C. The City’s certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City’s prior Comprehensive Annual Financial Reports may be obtained from the City’s Municipal Advisor, PFM Financial Advisor LLC.

## CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Notes. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City of Cedar Falls, Iowa, by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$3,430,000\* General Obligation Capital Loan Notes, Series 2020.

CITY OF CEDAR FALLS, IOWA

/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

\* Preliminary; subject to change.

## APPENDIX A

### GENERAL INFORMATION ABOUT THE CITY OF CEDAR FALLS, IOWA

*The \$3,430,000\* GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2020 are general obligations of the City of Cedar Falls, Iowa (the "City") for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Notes.*

*\* Preliminary; subject to change.*

## CITY PROPERTY VALUES

### IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2019 final Actual Values were adjusted by the Black Hawk County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2019, the taxable value rollback rate was 55.0743% of actual value for residential property; 81.4832% of actual value for agricultural property; 71.2500% of the actual value for multiresidential property; and 90% of actual value for commercial and industrial property. No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

### PROPERTY VALUATIONS (1/1/2019 Valuations for Taxes payable July 1, 2020 through June 30, 2021)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$2,540,626,957	\$1,397,795,292
Commercial	520,106,304	464,764,342
Industrial	35,102,230	29,563,092
Multiresidential	96,474,406	68,733,376
Railroads	1,950,181	1,755,163
Utilities w/o Gas & Electric	<u>3,982,878</u>	<u>3,982,878</u>
Gross valuation	\$3,198,242,956	\$1,966,594,143
Less military exemption	<u>(2,874,304)</u>	<u>(2,874,304)</u>
Net valuation	\$3,195,368,652	\$1,963,719,839
TIF increment (used to compute debt service levies and constitutional debt limit)	\$154,030,997 <sup>1)</sup>	\$138,806,175 <sup>1)</sup>
Taxed Separately		
Ag. Land & Buildings	\$7,317,830	\$5,962,806
Gas & Electric Utilities	\$60,450,915	\$4,337,847

1) Reduced by \$42,596 military exemption.

### 2019 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY <sup>1)</sup>

	<u>Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$1,397,795,292	70.92%
Multiresidential	68,733,376	3.49%
Commercial, Industrial, and Utilities	498,310,312	25.28%
Gas & Electric Utilities	4,337,847	0.22%
Railroads	<u>1,755,163</u>	<u>0.09%</u>
Total Gross Taxable Valuation	\$1,970,931,990	100.00%

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

**TREND OF VALUATIONS**

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2015	2016-17	2,984,528,716	1,574,489,248	286,407,647
2016	2017-18	3,038,327,081	1,755,047,594	160,384,626
2017	2018-19	3,166,929,337	1,837,202,491	135,715,774
2018	2019-20	3,267,845,904	1,955,185,106	104,565,502
2019	2020-21	3,417,168,394	1,968,057,686	138,806,175

The 100% Actual Valuation, before rollback and after reduction of military exemption, includes Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuations including the Taxable TIF Increment-Urban but excluding Taxable TIF Increment-Ag.

**LARGER TAXPAYERS**

Set forth in the following tables are the persons or entities which represent the larger taxpayers within the boundaries of the City, as provided by the Black Hawk County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u> <sup>1)</sup>	<u>Type of Property/Business</u>	<u>1/1/2018 Taxable Valuation</u> <sup>2) 3)</sup>
Target Corporation	Commercial/Industrial/Distribution	\$69,138,954
Midland Tarkenton LLC	Commercial	14,029,290
Prime RE 2 LLC	Commercial	13,588,155
Wal Mart Re Business Trust	Commercial	12,642,237
Tailwind Cedar Falls Inc.	Commercial	10,820,093
Menard Inc.	Commercial	10,627,884
Martin Realty Company LLC	Commercial	10,392,012
WB CF Assoc LTD Partners III	Multiresidential	9,768,429
R and N Investment Prop LC	Commercial	9,494,964
Goldenstar Apartments LLP	Commercial	9,230,506

- 1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.
- 2) The 1/1/2018 taxable valuations listed represent only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.
- 3) The 1/1/2019 taxable valuations will not be available from the Black Hawk County Auditor's office until mid-August 2020.

Source: Black Hawk County Auditor's Office.

## PROPERTY TAX LEGISLATION

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on the future tax collections of the City. Purchasers of the Notes should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Notes and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the "2019 Act"). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City's budget, including levies for the General Fund, the Emergency Fund, Trust and Agency Funds for pensions, insurance, transit, civic centers, certain bridges, sanitary disposal, and emergency management. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Notes. It is too early to evaluate the affect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the "2013 Act"). Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a "rollback" (the percentage of a property's value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, after which the rollback percentage for such properties will be equal to the residential rollback percentage each assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

The 2013 Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. The appropriation does not replace losses to local governments resulting from the 2013 Act's provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for multi-residential properties from the residential rollback percentage (currently 53% of market value), or the reduction in the percentage of telecommunications property that is subject to taxation.

The City has not attempted to quantify the financial impact of the 2013 Act's provisions on the City's future operations.

Notwithstanding any decrease in property tax revenues that may result from the 2013 Act or the 2019 Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues Notes, "the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the notes within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Preliminary Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes by the City.

## CITY INDEBTEDNESS

### DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2019 valuation currently applicable to the Fiscal Year 2020-21 is as follows:

2019 Actual Valuation of Property	\$3,417,168,394
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$170,858,420
Less: G. O. Debt Subject to Debt Limit	(15,100,000) *
Less: Developer Rebate Agreements	<u>(1,182,313) <sup>1) 2)</sup></u>
Net Debt Limit	\$154,576,107 *

- 1) As reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amount above includes rebate agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness, but are memorialized in the table below to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentives in calendar year 2020 or thereafter. Includes TIF rebate agreement payments for FY 2020-21 which were appropriated by the City Council; and subject to the Debt Limit. For additional information see "OTHER DEBT: Tax Increment Rebate Agreements" table herein.
- 2) Includes one TIF rebate agreement payments for FY 2018-19 and FY 2019-20 which are still outstanding and subject to the Debt Limit.

### DIRECT DEBT

#### General Obligation Debt Paid by Property Taxes (Includes the Notes)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/21/20</u>
7/16	\$2,865,000	Capital Improvements	6/26	\$1,665,000
7/18	2,860,000	Capital Improvements	6/28	2,420,000
7/20	3,430,000*	Capital Improvements	6/30	<u>3,430,000*</u>
Subtotal				\$7,515,000*

#### General Obligation Debt Paid by Tax Increment Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/21/20</u>
12/09A	\$1,560,000	Capital Improvements	6/20	\$0 <sup>1)</sup>

- 1) The 2021 through 2024 maturities were redeemed on June 1, 2020 with cash on hand.

\* Preliminary; subject to change.

**General Obligation Debt Paid by Sewer Utility Revenues**

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/21/20</u>
7/16	\$6,790,000	Capital Improvements	6/28	\$4,985,000
7/18	2,160,000	Capital Improvements	6/28	<u>1,825,000</u>
Subtotal				\$6,810,000

**General Obligation Debt Paid by Storm Water Utility Revenues**

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/21/20</u>
7/18	\$920,000	Capital Improvements	6/28	\$775,000

**Total Outstanding General Obligation Debt****\$15,100,000\*****Annual Fiscal Year Debt Service Payments****General Obligation Debt Paid by Property Taxes (Includes the Notes)**

<u>Fiscal Year</u>	<u>Current Outstanding</u>		<u>Notes</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Principal &amp; Interest</u>	<u>Principal*</u>	<u>Principal &amp; Interest*</u>	<u>Principal*</u>	<u>Principal &amp; Interest*</u>
2020-21	\$520,000	\$664,150	\$130,000	\$202,478	\$650,000	\$866,628
2021-22	535,000	661,100	335,000	416,243	870,000	1,077,343
2022-23	555,000	662,450	340,000	413,705	895,000	1,076,155
2023-24	575,000	662,950	350,000	416,055	925,000	1,079,005
2024-25	595,000	662,600	355,000	413,180	950,000	1,075,780
2025-26	615,000	661,400	365,000	415,015	980,000	1,076,415
2026-27	340,000	367,600	375,000	416,255	715,000	783,855
2027-28	<u>350,000</u>	364,000	385,000	416,880	735,000	780,880
2028-29			390,000	411,870	390,000	411,870
2029-30			<u>405,000</u>	416,340	<u>405,000</u>	416,340
Total	\$4,085,000		\$3,430,000*		\$7,515,000*	

\* Preliminary; subject to change.

**General Obligation Debt Paid by Sewer Utility Revenues**

<u>Fiscal Year</u>	<u>Current Outstanding</u>	
	<u>Principal</u>	<u>Principal &amp; Interest</u>
2020-21	\$775,000	\$958,350
2021-22	790,000	952,000
2022-23	810,000	950,200
2023-24	840,000	957,700
2024-25	865,000	959,150
2025-26	890,000	959,800
2026-27	910,000	957,100
2027-28	<u>930,000</u>	953,800
Total	\$6,810,000	



**General Obligation Debt Paid by Storm Water Utility Revenues**

<u>Fiscal Year</u>	<u>Current Outstanding</u>	
	<u>Principal</u>	<u>Principal &amp; Interest</u>
2020-21	\$80,000	\$115,500
2021-22	85,000	116,500
2022-23	90,000	117,250
2023-24	95,000	117,750
2024-25	100,000	118,000
2025-26	105,000	118,000
2026-27	110,000	118,800
2027-28	<u>110,000</u>	114,400
Total	\$775,000	

**OTHER DEBT**

**Tax Increment Rebate Agreements**

<u>TIF Rebate Agreements</u>	<u>Total Estimated Obligation Outstanding as of 7/21/20</u>	<u>Estimated Final Payment Date</u>	<u>Total Estimated Obligation Subject to Debt Limit as of 7/21/20</u>
Linderbaum Real Estate, LLC	\$55,620	6/30/24	\$13,905 <sup>1)</sup>
RBJB, LLC (Allen Occ. Health)	122,750	6/30/23	96,200 <sup>1)2)</sup>
River Place Properties	8,160,000	6/30/27	960,000 <sup>1)</sup>
Cedar Falls Development Group	38,400	6/30/22	19,200 <sup>1)</sup>
CV Commercial, LLC	24,000	6/30/21	24,000 <sup>1)</sup>
CV Commercial, LLC	9,600	6/30/21	9,600 <sup>1)</sup>
Six Kids, LLC	70,409	6/30/24	28,163 <sup>1)</sup>
Martin Realty Company II, LLC	25,166	6/30/25	8,390 <sup>1)</sup>
Six Kids, LLC	141,041	6/30/27	0 <sup>1)</sup>
Zheng Development, LLC	91,420	6/30/24	22,855 <sup>1)</sup>
Arabella, LLC	330,642	6/30/26	0 <sup>1)</sup>
Standard Distribution Co.	81,615	6/30/25	0 <sup>1)</sup>
SDC Real Estate, LLC	59,739	6/30/25	0 <sup>1)</sup>
<b>Total</b>			<u>\$1,182,313</u>

- 1) TIF rebate agreement payments for FY 2020-21 which were appropriated by the City Council; and subject to the Debt Limit.
- 2) TIF rebate agreement payments for FY 2018-19 and FY 2019-20 that were appropriated by the City Council but are still outstanding.

**SEWER UTILITY REVENUE DEBT**

The City has revenue debt payable solely from net revenues of the Sewer Utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/21/20</u>
8/11	\$6,998,104	Capital Improvements (SRF Loan)	6/33	\$5,038,000

**UTILITY REVENUE DEBT**

Cedar Falls Utilities has revenue debt payable solely from the net revenues of the Electric utilities as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 7/21/20</u>
6/15	\$26,395,000	Electric Refunding	12/26	\$17,145,000

**INDIRECT GENERAL OBLIGATION DEBT**

<u>Taxing District</u>	<u>1/1/2019 Taxable Valuation</u> <sup>1)</sup>	<u>Portion of Taxable Valuation within the City</u>	<u>Percent In City</u>	<u>G.O. Debt</u> <sup>2)</sup>	<u>City's Proportionate Share</u>
Black Hawk County	\$6,146,939,107	\$2,112,826,667	34.37%	\$19,275,000	\$6,624,818
Cedar Falls CSD	2,220,778,814	2,052,067,069	92.40%	28,220,000	26,075,280
Hudson CSD	233,183,188	8,852,457	3.80%	0	0
Waterloo CSD	3,066,828,942	51,907,141	1.69%	0	0
Hawkeye Comm. College	10,806,011,093	2,112,826,667	19.55%	15,750,000 <sup>3)</sup>	<u>3,079,125</u>
City's Share of Total Overlapping Debt					\$35,779,223

- 1) Taxable Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- 2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates.
- 3) Does not includes Series 2020-1 New Jobs Training Certifications.

**DEBT RATIOS**

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$3,417,168,394)</u> <sup>1)</sup>	<u>Debt/39,260 Population</u> <sup>2)</sup>
Total General Obligation Debt	\$15,100,000 *	0.44% *	\$384.62*
Less: G. O. Debt Paid by Enterprise Funds <sup>3)</sup>	<u>(7,585,000)*</u>		
Net G.O. Debt Paid by Taxes and Tax Increment	\$7,515,000 *	0.22% *	\$191.42*
City's Share of Overlapping Debt	\$35,779,223	1.05%	\$911.34

- 1) Based on the City's 1/1/2019 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
- 2) Population based on the City's 2010 U.S. Census.
- 3) Includes general obligation debt paid by sewer and storm water utility revenues.

\* Preliminary; subject to change

**LEVIES AND TAX COLLECTIONS**

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2015-16	\$25,141,093	\$25,030,814	99.56%
2016-17	25,687,076	25,592,517	99.63%
2017-18	24,209,386	24,161,506	99.80%
2018-19	24,645,012	24,568,321	99.69%
2019-20	24,481,564	-----In Process of Collection-----	

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

Source: Black Hawk County Auditor's office.

**TAX RATES**

	<u>FY 2015-16</u>	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>	<u>FY 2019-20</u>
	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>
Black Hawk County	6.74817	6.44577	6.41507	6.69303	6.30363
City of Cedar Falls	11.52796	11.21967	11.13476	11.22169	10.95250
Cedar Falls Community School District	12.44447	12.76973	14.27271	13.94694	13.84612
Hawkeye Community College	0.95088	0.95088	0.97071	1.01703	1.11803
Assessor/Appraiser	0.29967	0.28545	0.26966	0.25005	0.22093
Agriculture Ext. Service	0.09603	0.09352	0.09148	0.09346	0.09315
State of Iowa	<u>0.00330</u>	<u>0.00330</u>	<u>0.00310</u>	<u>0.00290</u>	<u>0.00280</u>
Total Tax Rate City Resident	32.07048	31.76832	33.15749	33.22510	32.53716

**LEVY LIMITS**

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies which may be certified outside of the above described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$8.10 for Fiscal Year 2020-21. The City does levy for the operation and maintenance of publicly owned transit; liability, property and self-insurance costs; support of a local emergency management committee; instrumental/vocal music groups; support of the public library; and employee benefits in addition to the \$8.10 general fund limit as authorized by law. Currently, the City does not levy for an emergency fund. Debt service levies are not limited.

**FUNDS ON HAND (Cash and Investments as of March 31, 2020)**

General	\$3,974,735.74
Street Construction	9,502,154.05
Local Street Repair	15,071,601.41
Cable Television	2,069,666.36
Parking Meter	855,475.91
Visitors & Tourism Services	871,754.47
Community Center & Senior Services	(38,429.73) <sup>1)</sup>
Police Forfeiture & D.A.R.E.	13,189.07
Police Retirement	2,599,408.36
Fire Retirement	3,407,375.03
Library Reserve	35,764.35
Softball Player	198,909.70
Golf Capital	505,592.40
Rec. Center Capital	1,789,663.62
Hearst Center Capital	346,462.24
Debt Service	2,300,097.29
Washington Park/Par 3	32,837.30
FEMA	1,707,993.70
Flood Reserve Fund	1,454,542.01
Street Improvement Fund	(3,853,589.56) <sup>2)</sup>
TIF Bond Fund	(8,258,876.69) <sup>3)</sup>
2016 Bond Fund	(1,344,814.97) <sup>4)</sup>
2018 Bond Fund	704,105.43
2020 Bond Fund	(292,567.98) <sup>5)</sup>
Capital Projects and Equipment	21,806,876.07
Parkade Renovation	14,930.81
Sidewalk Assessment	(27,218.62) <sup>6)</sup>
Economic Development	5,882,004.25
Storm Water Bond	713,671.07
2008 Sewer Bond Fund	0.00
2006 Sewer Bond Fund	917,441.28
Refuse	4,991,293.71
Sewer Rental	11,369,442.57
Storm Water Utility	1,790,691.03
Data Processing	1,359,503.30
Health Insurance	3,613,188.41
Health Severance	342,499.16
Vehicle Maintenance	2,969,441.80
Payroll	2,833,686.15
Workmen's Compensation	1,370,109.70
L.T.D. Insurance	367,584.22
Liability Insurance	1,725,803.19
Trust & Agency	36,651.91
Greenwood Perpetual Care	242,612.43
Fairview Perpetual Care	154,378.15
Hillside Perpetual Care	48,402.75
Sartori Memorial Hospital	9,160,605.37
Section 8 Housing Vouchers	581,751.40
Block Grant	<u>66,467.38</u>
Total Cash & Investments	\$105,984,867.00

1) Fund will be repaid by future budgeted transfers from General Fund.

2) Fund will be repaid by future budgeted transfer from street fund.

3) Fund will be repaid by future TIF revenues.

4) Fund will be repaid by future grant reimbursements.

5) Fund will be repaid by future bond proceeds.

6) Repaid by future assessments.

## THE CITY

### CITY GOVERNMENT

Incorporated in 1854, the City of Cedar Falls, Iowa is governed by a seven member City Council under a Mayor-Council form of government, with an appointed City Administrator. One Council Member is elected from each of the City's five wards. Two City Council members and the Mayor are elected at large. The office of Mayor is a full-time position. The Mayor is the presiding officer of the City Council and coordinates the City Council's work and that of City officials. The City Administrator is appointed by the City Council and serves as the chief administrative officer.

Various City officials hold administrative responsibility. Department Directors of Finance & Business Operations, Community Development, Public Works and Public Safety Services have management and administrative responsibilities for their respective departments and report to the City Administrator. An appointed City Clerk is the custodian of City records and reports to the Director of Finance & Business Operations. The Controller/City Treasurer has financial, accounting and budget control responsibilities and reports to the Director of Finance & Business Operations.

The City uses a committee system to study routine problems more efficiently and comprehensively. All the City Council Members serve on the Committee of the Whole and report their findings, conclusions and recommendations to the Council as a whole. Many other Boards and Commissions also serve City needs, including a nine member Planning and Zoning Commission which acts in advisory capacity to the City Council.

### EMPLOYEES AND PENSIONS

The City has 212 full-time employees, and 104 part-time or seasonal employees, excluding Cedar Falls Utilities personnel. In addition, the City has a public safety department with 77 sworn fire, police and public safety officers. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System ("IPERS") and the Municipal Fire and Police Retirement System of Iowa ("MFPRSI"). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system's funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing multiple-employer, contributory defined benefit public employee retirement system administered by IPERS. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City's contributions to IPERS for the years ended June 30, 2017, 2018 and 2019 as shown below equal the required contributions for each year.

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
IPERS City Contribution	\$831,947	\$846,190	\$920,276

The IPERS Comprehensive Annual Financial Report is available on the IPERS website, <https://www.ipers.org/financial-and-investment>, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

*Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the IPERS website.*

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$7,971,544 within its CAFR as of June 30, 2019 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2018, the City’s collective proportion was 0.1259677% which was an increase of 0.0012919% from its proportion measured as of June 30, 2017.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded accrued actuarial liabilities of IPERS (“UAALs”). The UAAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

For additional information on the City’s Pension Plans, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities refer to Note F beginning on page 71 of the City’s June 30, 2019 CAFR contained as APPENDIX C of this Preliminary Official Statement.

Municipal Fire and Police Retirement System of Iowa: The City contributes to MFPRSI, which is a cost-sharing multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City’s contributions to MFPRSI for the Fiscal Years ended June 30, 2017, 2018 and 2019 as shown below equal the required contributions for each year.

	<u>FY 2016-17</u>	<u>FY 2017-18</u>	<u>FY 2018-19</u>
MFPRSI City Contribution	\$1,277,100	\$1,327,264	\$1,469,237

The MFPRSI’s Financial Statements are available on the MFPRSI website, <http://www.mfprsi.org/about-mfprsi/publications/>, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

*Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI websites, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the MFPRSI websites.*

Pursuant to GASB Statement No. 68, the City reported a liability of \$10,587,346 with its CAFR as of June 30, 2019 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City’s proportion

of the net pension liability was based on the City’s share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2018, the City’s collective proportion was 1.778180% which was an increase of 0.106635% from its proportion measured as of June 30, 2017.

For additional information regarding the City’s Pension Plans refer to Note F beginning on page 71 of the City’s June 30, 2019 CAFR contained as APPENDIX C of this Preliminary Official Statement.

**OTHER POST-EMPLOYMENT BENEFITS**

Plan Description: The City operates a single-employer health benefit plan, which provides self-insured medical, prescription drug and life benefits for all full-time active and retired employees and their eligible dependents. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The plan does not issue a stand-alone financial report.

Eligible retirees receive health care coverage through the same plan that is available to active employees. To be eligible for these benefits, participants must be receive a pension benefit from IPERS, receiving a Social Security Disability Benefit, or retired under Code Chapter 411 of the Iowa code. There were 21 retirees participating in the plan as of June 30, 2019. Retirees pay the same premium for the health benefit plan as active employees, which results in an implicit subsidy and an OPEB liability.

Funding Policy: The contribution requirements of plan members are established and may be amended by the City. The City currently finances the benefit plan on a pay-as-you-go basis. The majority of expenditures are paid for out of the General Fund.

As of June 30, 2019, the City’s OPEB Liability was \$2,751,393. The following table represents the change in the total OPEB liability from the prior year:

Total OPEB liability beginning of year	\$2,681,599
Change for year:	
Service Cost	125,359
Interest	105,512
Benefit payments	<u>(161,077)</u>
Net Changes	69,764
Net OPEB obligation, end of year	\$2,751,393

For additional information on the City’s OPEB, refer to Note G Other Postemployment Benefits (OPEB) beginning on page 81 of the City’s June 30, 2019 CAFR contained as APPENDIX C of this Preliminary Official Statement

**UNION CONTRACTS**

The City currently has negotiated contracts with the three employee groups as shown in the table below.

<u>Employee Group</u>	<u>Contract Expiration Date</u>	<u>% Annual Increase</u>
Teamsters – Parks & Public Works	06/30/22	No less than 2%, no more than 3%
Teamsters – Police	06/30/22	No less than 2%, no more than 3%
Firefighters Association	06/30/22	No less than 2%, no more than 3%

**INSURANCE**

The City's insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Coverage</u>
Property	\$130,617,186 Total Insured Values \$100,000 Self-Insured Retention
Public Risk General Liability	\$7,000,000 Limit \$10,000,000 General Aggregate \$100,000 Self-Insured Retention
Employee Benefits Liability	Limit Included in GL Limit Aggregate Included in GL Limit \$100,000 Self-Insured Retention
Business Auto Liability	\$7,000,000 Limit \$100,000 Self-Insured Retention
Public Officials Liability	\$7,000,000 Limit \$10,000,000 Aggregate \$100,000 Self-Insured Retention
Law Enforcement Coverage	\$7,000,000 Limit \$10,000,000 Aggregate \$100,000 Self-Insured Retention
Employment Practices Liability	\$7,000,000 Limit \$10,000,000 Aggregate \$100,000 Self-Insured Retention
Auto Physical Damage	\$13,376,194 Total Vehicle Values \$10,000 Deductible
Equipment Breakdown	\$100,000,000 Limit \$2,500 Self-Insured Retention
Excess Workers' Compensation	\$1,000,000 Limit \$1,000,000 Aggregate Limit \$500,000 Retention
Crime	\$500,000 Limit \$10,000 Self-Insured Retention
Cyber Liability	\$1,000,000 Limit \$1,000,000 Aggregate \$10,000 Self-Insured Retention



## GENERAL INFORMATION

### LOCATION AND TRANSPORTATION

The City, with a 2010 U.S. census population of 39,260 and a total land area of 29.1 square miles, is located adjacent to the City of Waterloo, Iowa. The City is 105 miles northeast of Des Moines, Iowa, 192 miles south of Minneapolis, Minnesota and 275 miles west of Chicago, Illinois. The City is accessible by U.S. Highways No. 20, 63 and 218 and State Highways No. 21, 57, 281 and 412. Interstate Highway No. 380 links the City and the City of Waterloo, Iowa with the southeastern area of the State and connects with Interstate Highway No. 80. Interstate Highway No. 35 is located about 65 miles west of the City. Rail service is provided by the Chicago, Central and Pacific Railroad, the Chicago and North Western Transportation Company and the Iowa Northern Railroad. Bus transportation is provided in the City by the Metropolitan Transit Authority and both in and out of state by three bus lines. Commercial and charter air service is available at the Waterloo Municipal Airport.

### LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u> <sup>1)</sup>
John Deere Product Eng. Center	Manufacturer	5,000 <sup>2)</sup>
MercyOne Medical	Health Care Hospital & Clinics	2,893 <sup>2)</sup>
University of Northern Iowa	Post-secondary education	1,819
Hy-Vee Food Stores	Retail	1,719 <sup>2)</sup>
Omega Cabinetry Ltd	Manufacturer	994 <sup>2)</sup>
Target Distribution	Retail Distributor	840
CBE Group	Credit Services	515
Cedar Falls Community School District	Education	775
The Western Home	Elderly Housing/Care	668
Area Education Agency 267	Education	650
Martin Brothers Distribution	Frozen Foods/Institutional Products	600 <sup>3)</sup>

- 1) Number of employees includes all full-time, part-time and seasonal employees.
- 2) Number of employees includes multiple locations in both Cedar Falls and Waterloo.
- 3) Undetermined number of layoffs announced, effective March 2020 due to COVID-19.

Source: Company inquiries, March 2020. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

### U.S. CENSUS DATA

#### Population Trend

1980 U.S. Census	36,310
1990 U.S. Census	34,298
2000 U.S. Census	36,145
2010 U.S. Census	39,260

Source: U.S. Census Bureau website.

## BUILDING PERMITS

City officials report the following construction activity as of March 31, 2020. Building permits are reported on a fiscal year basis.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<u>Single Family Homes</u>					
No. of new homes:	120	151	115	100	72
Valuation:	\$28,077,051	\$35,592,628	\$28,949,644	\$26,621,361	\$19,213,588
<u>Multiple Family Dwellings</u>					
No. of new buildings:	6	5	4	9	13
Valuation:	\$11,004,500	\$4,487,228	\$772,680	\$6,820,000	\$3,690,000
<u>Dwelling Additions &amp; Alterations</u>					
No. of permits issued:	1,021	897	1,903	1062	617
Valuation:	\$10,783,796	\$9,091,145	\$20,008,798	\$10,828,324	\$7,695,271
<u>Commercial/Industrial/Other</u>					
No. of new buildings:	20	27	14	12	11
Valuation:	\$56,731,610	\$44,207,923	\$41,669,362	\$33,915,400	\$18,381,452
<u>Commercial /Industrial /Other Additions &amp; Alterations</u>					
No. of permits issued:	129	130	156	138	92
Valuation:	<u>\$44,431,250</u>	<u>\$20,072,244</u>	<u>\$37,731,066</u>	<u>\$24,422,897</u>	<u>\$7,487,124</u>
Total Permits:	1,296	1,210	2,192	1,321	805
Total Valuations:	\$151,028,207	\$113,451,168	\$129,131,550	\$102,607,982	\$56,467,435

## UNEMPLOYMENT RATES

		<u>City of Cedar Falls</u>	<u>Black Hawk County</u>	<u>State of Iowa</u>
Annual Averages:	2016	3.1%	4.6%	3.6%
	2017	2.5%	3.8%	3.1%
	2018	2.0%	2.9%	2.6%
	2019	2.1%	3.2%	2.7%
	2020 (through March)	2.5%	4.1%	3.5%

Source: Iowa Workforce Development website.

## EDUCATION

The Cedar Falls Community School District (the “District”) owns and operates seven elementary schools, two junior high schools, one alternative high school and one senior high school, in addition to an administration center and central services building, all of which are located within the City. The District employs approximately 775 full-time and part-time employees and has a certified enrollment of 5,371.4 for the 2020-21 school year.

The University of Northern Iowa, located within the City, is a public, co-educational university with approximately 1,819 full-time, part-time and seasonal employees. Wartburg College, a private, four-year liberal arts college, is located in the City of Waverly, Iowa, which is 15 miles north of the City. The Area VII Hawkeye Community College, a public, post-secondary vocational/technical school, is located within the City of Waterloo, Iowa which is adjacent to the City.

## FINANCIAL SERVICES

Financial services for residents of the City are provided by Lincoln Savings Bank and branch offices of BankIowa, Cedar Rapids Bank and Trust Company, Farmers State Bank, First National Bank, First Security State Bank, MidWestOne Bank, NXT Bank, Regions Bank, US Bank N.A., and Wells Fargo Bank, N.A. as well as by several credit unions.

Lincoln Savings Bank, one of the largest providers of financial services in the City, reports the following deposits as of June 30 for each year:

<u>Year</u>	<u>Lincoln Savings Bank</u>
2015	\$629,365,000
2016	705,144,000
2017	802,183,000
2018	930,215,000
2019	1,074,848,000

Source: FDIC Institution Directory Website.

**APPENDIX B**  
FORM OF LEGAL OPINION

**APPENDIX C**

**JUNE 30, 2019 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

**APPENDIX D**

**FORM OF CONTINUING DISCLOSURE CERTIFICATE**

OFFICIAL BID FORM

Item 12.

TO: City Council of
City of Cedar Falls, Iowa

Sale Date: June 15, 2020
10:00 A.M., Central Time

RE: \$3,430,000\* General Obligation Capital Loan Notes, Series 2020 (the "Notes")

This bid is a firm offer for the purchase of the Notes identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING. By submitting this bid, we confirm that we have an established industry reputation for underwriting new issuance of municipal bonds.

For all or none of the above, the Notes, in accordance with the TERMS OF OFFERING, we will pay you not less than \$ (minimum amount of \$3,405,990) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

Table with 6 columns: Coupon, Maturity, Yield, Coupon, Maturity, Yield. Rows for maturities 2021-2025.

\* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$3,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Notes to be aggregated into term Notes maturing on June 1 of the following years and in the following amounts (leave blank if no term Notes are specified):

Table with 3 columns: Years Aggregated, Maturity Year, Aggregate Amount. Rows for 'through' periods.

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated June 1, 2020, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal bonds. In the event of failure to deliver these Notes in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

REGISTRATION PREFERENCE: DTC Book-Entry Issuance Certificates (Non-Book Entry)

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$

TRUE INTEREST COST: % (Calculated to the dated date of July 21, 2020)

Account Manager: By:

Account Members:

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Cedar Falls, Iowa this 15th day of June, 2020.

Attest: By:

Title: Title:



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**INTEROFFICE MEMORANDUM**


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**TO:** Mayor Green and City Council Members  
**FROM:** Jennifer Rodenbeck, Director of Finance & Business Operations  
**DATE:** May 28, 2020  
**SUBJECT:** Resilience Plan

Please find attached a professional services agreement with Perkins & Will to work with the City to develop a Resilience Plan for the City of Cedar Falls. You may recall in June 2019 Eric Giddens presented to the Council Committee of the Whole information related to Climate Action and the Council made a motion at the time to form a working committee to discuss Climate Action or also called Sustainability. Then in November 2019 a staff presentation was given that outlined what the committee had been working on, who was part of the committee, and various recommendations. As part of those recommendations, there was an item to move ahead with hiring a consultant to work with the City on a Sustainability Plan, and the recommendations were approved unanimously by the Council.

Based on that direction from Council, the committee prepared a Request for Proposal (RFP) and sent it out to various vendors. Four firms submitted proposals and the Committee has chosen to recommend Perkins & Will. This recommendation was based on price, experience of the firm, references, and the firm's ability to meet the committee's timeline. You will see in the contract that the cost is \$87,500. In the City's CIP, there was \$80,000 budgeted for a consultant, so the quote is very close to the amount budgeted. The funding source identified in the CIP is FY21 General Revenue. You will also note that Perkins & Will worked with the Committee and is recommending calling the plan a Resilience Plan.

This project is consistent with City Council Organizational Goal #1.C.6.d which states "*Explore sustainability initiatives in conjunction with CFU*". In addition, proceeding ahead with developing a sustainability plan was discussed at the 2019 goal setting session. The attached contract meets those objectives discussed.

If you have any questions regarding the contract, the project, or the committee in general, please feel free to contact me.





# AIA<sup>®</sup> Document B102<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Architect** without a Predefined Scope of Architect's Services

**AGREEMENT** made as of the first day of June in the year 2020  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613  
and the Architect:

(Name, legal status, address and other information)

Perkins and Will  
IDS Center  
80 South Eight Street  
Minneapolis, Mn 55402

for the following (hereinafter referred to as "the Project"):  
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Urban Planning – General resilience plan for the City of Cedar Falls, Iowa. The plan will be a conceptual document, not to be used directly for construction, bidding or high-accuracy reference. The comprehensive, exploratory and participatory planning required by the project is such that a precise description of the services or outcomes is not possible. The Scope document outlines deliverables based on activities, anticipated outcomes, calendar duration, the number of meetings (including public meetings and workshops), the anticipated report length and the allocation of labor. Some items are more precisely scoped than others.

The Owner and Architect agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**User Notes:**

## TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
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9	SCOPE OF THE AGREEMENT

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

§ 1.1 The Architect shall provide the following professional services:

*(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)*

The scope of services is for a "Resilience Plan." See the attached exhibit for more detail

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 Notwithstanding anything within the full scope of this Agreement to the contrary, the Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

*(List name, address, and other contact information.)*

Douglas Pierce, Senior Associate Perkins and Will

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3. Refer to the attached Exhibit A, Sustainability Plan Cedar Falls, Iowa dated 03-27-2019

*(Paragraphs deleted)*

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

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## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Following its good faith evaluation of the information provided, the Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.  
(List name, address, and other contact information.)

Douglas Pierce, AIA  
Senior Associate  
Perkins and Will

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided, with limits no less than required of the Architect in Section 1.5.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

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§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

#### ARTICLE 4 CLAIMS AND DISPUTES

##### § 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver includes, but is not limited to, damages incurred by the Owner or Architect for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or the services of such persons. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

##### § 4.1.4 NOT USED

##### § 4.1.5 NOT USED

§ 4.1.6 The Owner acknowledges that the Architect and its consultants are limited liability entities and agrees that any claim made by it arising out of any act or omission of any director, officer, or employee of the Architect, or its consultants, in the execution or performance of the Agreement, shall be made against the entity and not against any of their individual directors, officers, or employees.

##### § 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be under the auspices of a recognized, neutral third-party professional mediation service experienced in handling construction disputes, or other mediation method or service acceptable to the parties, prior to undertaking any other dispute resolution action. A request for

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mediation shall be made in writing within a reasonable time after the claim, dispute, or other matter in question has arisen, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 4.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 4.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:  
(Check the appropriate box.)

- Arbitration pursuant to Section 4.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (*Specify*)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 4.3 Arbitration**

**§ 4.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 4.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 4.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 4.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 4.3.4 Consolidation or Joinder**

**§ 4.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 4.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided

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that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

## ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Architect is proceeding in reliance on Architect's understanding that Architect's services include administration of the Contract during the Construction Phase. Accordingly, the Owner may only terminate this Agreement (upon not less than seven days' written notice to the Architect) for the Owner's convenience and without cause prior to the Architect's commencement of the construction documents phase. Any termination for convenience or unilateral reduction in the scope or duration of the services of Architect or Architect's consultants after commencement of the construction documents phase by the Architect without the prior written consent and agreement of the Architect is a material breach of this Agreement. In the event of such termination or unilateral reduction without the prior written consent by and agreement with the Architect, in addition to and not in substitution of any other of Architect's termination or other rights under this Agreement, the Architect may at its sole option and discretion terminate this Agreement upon seven (7) days' written notice. In such event, the Owner shall have all information identifying the Architect and Architect's consultants removed from the Architect's deliverables (although the Owner shall have a license to use such deliverables for the Project), shall release the Architect and Architect's consultants from any liability arising out of or related to such termination, and will indemnify, defend and hold the Architect and the Architect's consultants harmless from any and all responsibility or liability (including liability for any and all claims) for the deliverables, the content of the deliverables, or the use thereof.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

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(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

- .1 Termination Fee:  
None
- .2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:  
None

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate  
(Check the appropriate box.)

- One year from the date of commencement of the Architect's services
- One year from the date of Substantial Completion
- Other  
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)  
At the completion of Substantial Services

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

## ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.  
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

### § 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;

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- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

*(Paragraphs deleted)*

### § 6.3 Payments to the Architect

#### § 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

#### § 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ninety ( 90 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

5 % Annually

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The deliverable of electronic documents to the Owner shall be in PDF form or in the files native to their development (PowerPoint and / or Indesign) .

§ 7.4.1 Any use of, or reliance on, all or a portion of a file shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### § 7.5 Not Used

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§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

#### § 7.7 Not Used

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to assert a claim or defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

### ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

#### §8.1 Not Used

#### §8.2 Not Used

#### §8.3 PAYMENT DISPUTES

Within the time for payment to become due, the Owner shall examine the invoice for accuracy and completeness with respect to the relationship of services performed to the invoiced amounts during the invoiced time period. The Owner shall raise any questions or objections which it may have regarding the services performed, the format of or information on the invoice within this period and will pay any undisputed amounts. After such period, the Owner waives any question or objection to the relationship of services performed to the invoiced amounts, the format of or information on the invoice not previously raised. The Architect shall be entitled to recover all costs of collection, including attorneys' fees, incurred in enforcing any compensation provisions of this Agreement.

#### §8.7 WAIVER OF SUBROGATION

The Owner agrees to include in all agreements and documentation connected with this project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

Init.

**ARTICLE 9 SCOPE OF THE AGREEMENT**

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

[ X ] Other Exhibits incorporated into this Agreement:

Exhibit A – Sustainability Plan, Cedar Falls, Iowa  
Exhibit: Terms and Conditions

In the event of conflict between the terms of "Exhibit A – Sustainability Plan, Cedar Falls, Iowa" and Exhibit "Terms and Conditions" on the one hand, and the terms contained in the other documents comprising this Agreement on the other hand, the terms of Exhibits "Exhibit A – Sustainability Plan, Cedar Falls, Iowa" and exhibit "Terms and Conditions" shall control.

.3 Other documents:

Perkins and Will Scope of Services dated May 13, 2020

This Agreement entered into as of the day and year first written above.



\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
CONSULTANT (Signature)

\_\_\_\_\_  
(Printed name and title)

John Slack Associate Principal

\_\_\_\_\_  
(Printed name, title, and license number, if required)

Init.

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## Exhibit A

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### Sustainability Plan Cedar Falls, Iowa

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03-27-2019

#### **INSURANCE REQUIREMENTS FOR CONSULTANTS 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.

insert project name  
Cedar Falls, Iowa  
City Project No. \_\_\_\_\_

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"

insert project name  
Cedar Falls, Iowa  
City Project No. \_\_\_\_\_

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.

insert project name

Cedar Falls, Iowa

City Project No. \_\_\_\_\_

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

insert project name  
 Cedar Falls, Iowa  
 City Project No. \_\_\_\_\_

## 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

insert project name  
 Cedar Falls, Iowa  
 City Project No. \_\_\_\_\_

**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.



insert project name  
Cedar Falls, Iowa  
City Project No. \_\_\_\_\_

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location(s) Of Covered Operations</b>
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**All terms and conditions of this policy apply unless modified by this endorsement.**

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
<b>Location And Description Of Completed Operations</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

## TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

### 1. CHANGE IN SCOPE OF PROJECT.

No change in scope shall be permitted without the prior written agreement of both parties.

### 2. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the Vendor. These personnel may also be changed for other reasons however, in either case, the City retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Cedar Falls.

### 3. INSURANCE.

The Vendor shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule

### 4. INDEMNIFICATION.

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Vendor's SubVendor, or anyone directly or indirectly employed by Vendor or Vendor's SubVendor or anyone for whose acts Vendor or Vendor's SubVendor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### 5. ERRORS & OMISSIONS.

In the event that the work product prepared by the Vendor is found to be in error and revision or reworking the work product is necessary, the Vendor agrees that it shall do such revisions without expense to the City, even though final payment may have been received. The Vendor must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be constructed as a limitation of the City's right to seek recovery of damages for negligence on the part of the Vendor herein.

### 6. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the Vendor in this Contract is prohibited unless written consent is obtained from the Director of Transportation Services and approved by the City.

### 7. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.

3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Falls relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

**8. ASSIGNMENT.**

The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

**9. BID CURRENCY/LANGUAGE.**

All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.

**10. BID INFORMATION IS PUBLIC.**

The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting the bid any document to the City of Cedar Falls in connection with a bid, the submitting party recognizes this and waives any claim against the City of Cedar Falls and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Cedar Falls and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Cedar Falls arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

**11. BID REJECTION OR PARTIAL ACCEPTANCE.**

The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

**12. CONFLICT OF INTEREST.**

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

**13. CONTRACT DOCUMENTS.**

The Contract Documents are this Contract, the Request for Proposals, the Contractor's Proposal and Contract Proposal Pricing Form, and the following additional documents, if any.

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Proposals, the Contractor's Proposal and

Contract Proposal Pricing Form, and the following additional documents, if any.

**14. DISPUTES.**

Should any disputes arise with respect to the Contract; the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

**15. FORCE MAJEURE.**

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

**16. LAWS AND REGULATIONS.**

The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Black Hawk County, Iowa.

**17. NO GIFT STANDARD.**

The City of Cedar Falls is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value. Please reference City AP 4.10.

**18. NON-COLLUSION STATEMENT.**

Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the



employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY.**

All Contractors that engage in contracts with the City of Cedar Falls, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familia status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

**20. REGULATORY AGENCY COMPLIANCE.**

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, DOT – Department of Transportation, and FTA-Federal Transit Authority. The City of Cedar Falls expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work performed.

**21. SAFETY DATA SHEETS.**

The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Cedar Falls. City of Cedar Falls employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

**22. TAXES.**

The City of Cedar Falls is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

**23. TERMINATION OF CONTRACT.**

The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the

Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

**24. WARRANTIES.**

The Contractor shall perform pertaining to the Project as set forth in the Contract.

Contractor represents that the Project and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

**25. WARRANTIES - INTELLECTUAL PROPERTY.**

Contractor represents and warrants that all the materials, goods and work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and work. The Contractor represents and warrants that the materials, goods and work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and works do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and work contemplated by the Contract.

# Perkins & Will

## SCOPE OF SERVICES

05.13.2020

### Project Understanding

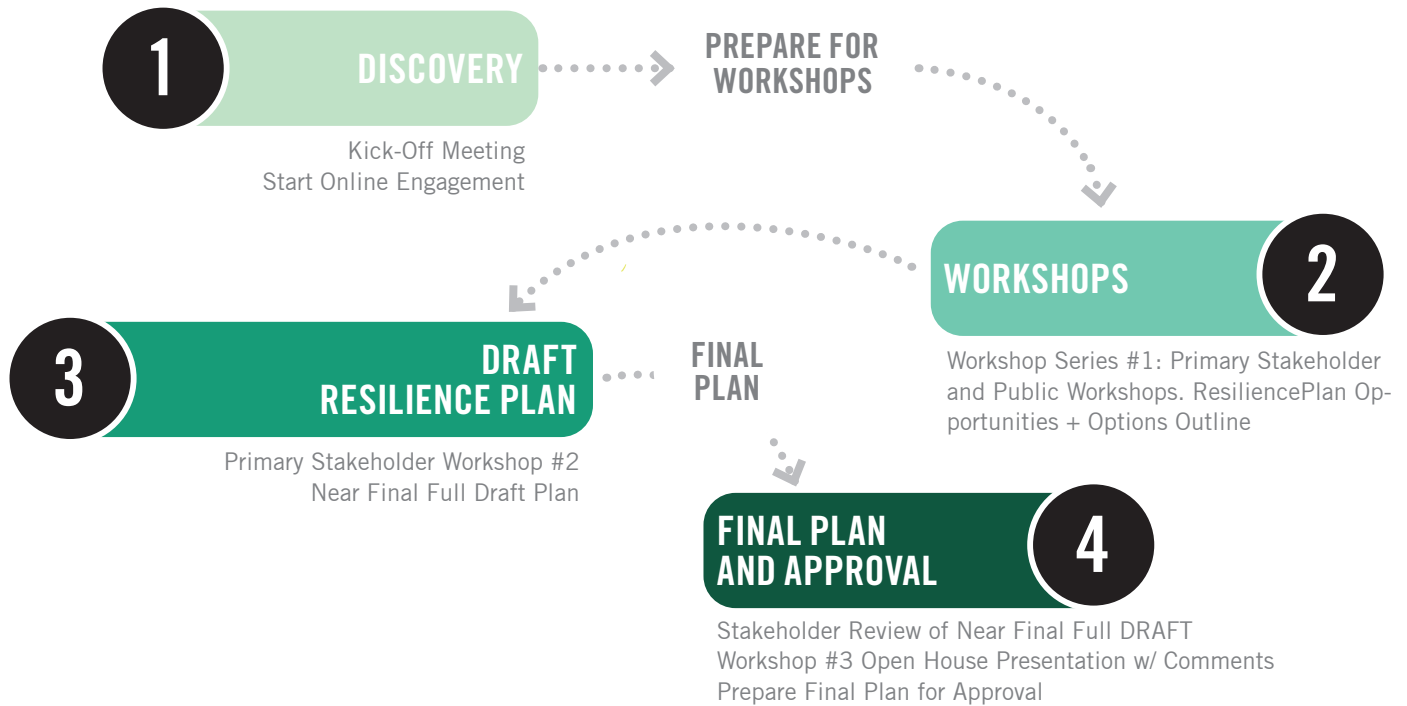
The project scope of work for the Cedar Falls Resilience Plan is primarily related to community empowerment and Resilience plan development. Key participants in the plan development include the Resilience Working Group, the public, the City staff and technical staff, along with City partners. Major themes for the plan will focus on the economic, environmental and social benefits of resilience.

Our team is prepared to deliver a Resilience Plan that addresses the cities key drivers:

- Unify existing, and developing initiatives and strategies that support resilience and emission reductions.
- Identify climate action strategies, implementation plans and metrics for measuring outputs and outcomes.
- Identify the community's desired strategies using a fairness and equity lens in order to ensure benefits for all members and groups of the community.
- Leverage partnerships and the community towards prioritized strategies in support of climate action.

The work will progress along the following timeline:

- May 2020 Project Awarded
- June 2020 Project Begins
- September 2020 Project Status Update
- November 2020 Specialized Actions submitted to City Departments for consideration during annual goal-setting and budgeting process
- November 2020 Full Draft Report Submitted
- December 2020 Final resilience Plan for City Council Approval



**PHASE 1 – DISCOVERY**

Phase 1 of the planning process will focus on developing a City and Community Team (CT) and Public engagement strategy, synthesizing previous studies, examining the existing conditions, and working with the stakeholders to define opportunities for the Resilience Plan around mitigation, adaptation and equity.

**1.1 Community and Stakeholder Engagement Plan**

**Deliverable:** Draft Community Engagement Plan that clarifies goals, roles, meeting schedule, workshop dates and public outreach and communication specifics. This will include a key understanding of the preparation and participation in key meetings and other community engagement activities.

**1.2 Online Kick-Off and Planning Meetings with the City / Partners and other identified key stakeholders.**

**Deliverable:** Agenda for kick off meeting, public participation and communications plan, and summary of meeting.

Agenda for Planning Meeting and finalized process plan.

Start Online Engagement

**1.3 Review, analyze and integrate existing plans, initiatives, and other relevant planning studies.**

**Deliverable:** An understanding of the issues, plans and strategies developed in previous planning efforts and synthesis of the illustrations and recommendations from each study, tool or policy.

**1.4 Resilience Discovery Findings**

Our early Mitigation, Adaptation, Resilience, Benefits, Social Equity, Partnerships Discovery analysis will be based on existing studies, available data and knowledge gained from interviews and workshops.

**Deliverable:** Resilience Discovery Findings as a slide deck that compiles information and summarizes findings regarding the short and long-term opportunities for climate action and resilience within the city and surrounding based on existing plans, reports and information. This information will ‘set the stage’ for starting Phase 2.

**Scope of Services and Methodology**

**PHASE 2 — ONLINE WORKSHOPS**

This phase will focus on outreach and identifying solutions for carbon mitigation, adaptation, social equity and overall resilience. Our team will actively synthesize their professional expertise with that of local stakeholders, the city, and the public.

**2.1 Update Online Engagement**

**Deliverable:** Online and print media including the project webpage (site), social media, online surveys and news outlets will be used as outreach to the community.

**2.2 Online Workshop Series #1: Identify Opportunities and Options**

A stakeholder interview and workshop charrettes will be the primary events to establish a vision, plan options, preferred direction and steps towards implementation of the final plan.

We will utilize recognized charette strategies to ensure that primary stake- holders and the public understand, contribute to, and feel ownership of the workshop options and concepts. This will be coupled with Rockefeller 100 Resilient Cities techniques around identify and addressing chronic shocks and stressors. The charrette agenda will be based on the following outline:

- **Online Primary Stakeholder Interviews and Workshop #1** occur on Day #1. The outcomes will help inform the Workshops to be held in Phase #2. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. The charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.
- **Online Public Workshop.** The Public Workshop follows the Stakeholder Interviews and Workshop to inform the Workshop. Presentation to outline project purpose, existing conditions analysis and feasibility studies, roles and process and opportunities for involvement. Charrette team will elicit input on existing conditions, values, future vision, options and opportunities from the participants.

**Deliverable:** Organize, lead and facilitate interviews and workshops. Capture all outcomes and post to a location assessable by the Stakeholders.

**2.3 Prepare a Resilience Plan Outline Draft**

- The ideas that are developed and key findings/ outcomes from Workshop Series #1 will be documented and summarized in an outline form.
- The workshop outcomes will be used to inform follow-up research, development and additions to the outline.

**Deliverable:** Resilience Plan Outline DRAFT

**PHASE 3 — DRAFT RESILIENCE PLAN**

This phase will focus on prioritizing and synthesizing the options and opportunities identified and developed in Phase 2.

**3.1 Update Online Engagement**

**Deliverable:** Update the project webpage (site), social media. Publish notices to news outlet.

**3.2 Online Workshop #2: Prioritize Options and Scenarios**

A two-workshop charrette process will be the primary event to establish synthesize prioritized options, opportunities and follow-up work from Workshop Series #1. Stakeholders will be invited to participate in the Community Team Workshop. The charrette agenda will be based on the following outline:

- **Online Primary Stakeholder Workshop #2** The charrette Team will use input from the Workshops in Phase 2 to develop synthesized Implementation Scenarios that identify key strategies, resources and phasing for related actions. The implementation strategies will also represent stakeholder and public input to inform project objectives, measures, and technical criteria.

**Deliverable:** Organize, lead, and facilitate the workshop. Capture all outcomes and post to a location assessable by the Stakeholder Team.

## Scope of Services and Methodology

### 3.3 Prepare Near Final Draft Resilience Plan

The workshop outcomes will be used to inform follow-up research, development and additions to the outline. Follow-up will be performed by the consultant team, project stakeholders.

**Deliverable:** DRAFT Resilience Plan for review by the City, stakeholders and interested members of the public. Among many other items, the plan will identify topics, actions and metrics that could be developed as ordinances.

## PHASE 4 – FINAL PLAN AND APPROVAL

This phase will focus on the creation of an Open House Presentation, comment opportunity and a Finalized Report.

### 4.1 Update Online Engagement

Online and print media including the project webpage (site), social media and news outlets will be used as outreach to the community.

**Deliverable:** Near final DRAFT Resilience Plan in the form of Slide Deck and outreach to the public about the Open House.

### Online Workshop #3: Open House Presentation of Near Final Options and Scenarios

Workshop #3 will be structured as an iterative presentation in which content is presented as a series of short content sessions, with each session followed by a question, answer and comment period.

Comments will be used to make modest adjustments to the near final DRAFT as part of finalizing the Resilience Plan.

**Deliverable:** Online Public presentation of the near final DRAFT of Resilience plan to an Open House forum with comments.

Collection of final comments from the City, Stakeholders and Public.

### 4.3 Finalize Resilience Plan

**Deliverable:** The Consulting Team will prepare a final Resilience Plan with modest updates from the City, Community Team, Stakeholders and Public. Final report is anticipated to be a 20 to 25 page combination slide deck / report.

The plan will be conceptual for use as a guidance tool. Implementation costs for action items (and inaction) relative to water resource management and carbon management will be defined as "High," "Medium," or "Low,"

**Scope of Services and Methodology**

**Featured components of our approach to community Online engagement include:**



**Community Workshop**

A Workshop will provide a forum to involve local residents and other

stakeholders in a meaningful dialogue about the Resilience Plan. The primary intent of the workshops are to augment the background analysis, brainstorm with the community to define strengths, weaknesses opportunities and threats. The workshops emphasize hands on, interactive and fun activities. We would recommend three workshops.



**Listening Sessions / Focus Groups**

Focus group meetings will allow the project team to host deeper conversations

and receive detailed information from stakeholders who have an interest and knowledge of previous work or issues related to the Resilience Plan. These conversations will help the project team refine the plan's vision and direction and ensure that the concerns of groups with specific issues (for example, city staff and departments, property/business owners) are included early on.



**Project Website**

The project website offers an opportunity to provide an overview of the project and inform members of the public. It provides an avenue to share project progress and to build interest and grow participation for the in-person workshops and open houses. We have generated project specific websites using Square Space as well as hosted sites such as Social pinpoint. Social media accounts have also be used successfully.



**Communication Efforts**

A key to the success of the planning process will be to engage the public,

encouraging participation in the dialog at each public meeting. It is important the public is informed about the planning process and that they are familiar with the work that has been done to date. We will assist the City with preparing materials for use on the project website, blogs, newsletters, e-mail distribution lists, public notice advertisements, direct mailings, local newspapers, and other means of communication with the participants and community-at-large.

Some examples of our communication efforts include:

**Social Media:** Creation of a Facebook page and Twitter channel can help drive visitors to the project website so they can view project updates and information as they are uploaded. Similarly, Facebook and Twitter can be used to share information about upcoming in-person workshops and increase participation at those events.

**News Releases, e-Newsletters and Media Alerts:** These can be authored and submitted to contacts at local and regional news outlets, websites, and public access outlets. News releases and media alerts can be a useful tool to update the public on major project milestones, community meetings, significant findings and recommendations, and overall project successes.

**Online surveys and real time polling:** These tool summarize responses for all involved. Real-time polling can be used to give a visual representation to a workshop in real time. On-line surveys can be authored and sent out for the public to comment or the project at a time that works for their schedule.

## Resilience and Climate Adaptation

We will focus on adaptation, resilience and social equity to deliver the follow outcomes as defined by the city:

- **Adaptation, Mitigation and Resiliency:** The Resilience Plan should identify climate science predicted increased negative climate impacts and should incorporate appropriate mitigation, resilience and adaptation throughout.
- **Benefits Framing:** The Resilience Plan should reinforce the benefits of resilience action and focus on how the plan’s elements will improve community well-being. The Resilience Plan should discuss both the costs of inaction and discussing the costs of the recommended action.
- **Social Equity:** The Resilience Plan should detail impacts on different communities and groups in Cedar Falls, and how the implementation will incorporate social equity and empowerment considerations; and
- **Partnerships:** The Resilience Plan should incorporate actions that partners should prioritize, and ways the community can leverage these partnerships to initiate stronger climate action.

The overall resilience plan team, including the resilience committee, will collectively identify resilience strategies integrated across diverse sectors of the Cedar Falls economy, infrastructure and community. The intent is to generate co-benefits and create high-value return for the overall community of Cedar Falls on the economic, environmental and social capital invested by city, the community, organizations, businesses and individuals.

### Water Resource Plan

The team will listen to the City and stakeholder needs during the engagement phase, canvas the City’s ongoing flood risk reduction efforts, and the city’s overall relationship with the river and water to develop a Water Resourcing Planning component to the resilience plan. This will include a **Resilient Water Opportunities** section and an **Extreme Weather and Climate Adapted Flooding Vulnerability Assessment**. The opportunities plan will focus on the co-benefits of adapting to increased flood and torrential rain risk in ways that collectively enhance the quality of place and life in Cedar Falls.

The assessment will summarize the City’s existing flood risk reduction strategies related to extreme riverine flooding, urban flash flooding from extreme precipitation and possible groundwater level changes. assessment will summarize Cedar Falls trends relative to these hazards and possible future impacts to vulnerable City facilities, residents, businesses and key infrastructure.

**The Resilient Water Opportunities Plan** will use the vulnerability assessment insights and maps to craft risk-reduction strategies that are integrated with urban land, Infrastructure and amenity potential within Cedar Falls. The plan will also action items and additional targeted technical studies to reduce long-term water based risks to the community, while improving the urban, neighborhood and ecological environments for the overall community of Cedar Falls.

### Systems Oriented GIS Data Analysis

As a fundamental resilience deliverable, our team will evaluate the intersection of long-term future scenarios surrounding riverine flooding and flashing flooding on infrastructure, essential amenities and vulnerable populations using science based systemic scenario thinking coupled with GIS mapping.

We can use this same approach to explore other key topics as defined by stakeholders and workshop groups. These area might include evaluation of opportunities and risk areas for extreme heat incidents and access to cooling shelters, along with other equity topics such as affordable housing. Based on the availability of existing data sets, other factors could include but are not limited to areas at risk for high levels of pollution exposure, limited access to public transit and or city institutions, and city infrastructure vulnerabilities based on the availability of existing data sets.

Ease of access to GIS data, and labor allowances will be used to maintain an appropriate scale and quantity of GIS mapping efforts.

### Energy Analysis for Mitigation and Adaptation

We will provide a detailed ResiliencePlan using a Wedge analysis across multiple categories including residential energy, commercial energy, industrial energy, transportation, water, and paths toward Zero Waste. That work stream will be leveraged and combined with our climate adaptation knowledge to explore scenarios around the intersection of carbon mitigation, temperature change, renewable energy, energy efficiency and energy security for short-term crisis conditions and long-term energy independence at a citywide and regional scale.



**Scope of Services and Methodology**

**Carbon Planning**

With the strong focus of carbon emissions reductions our approach for this portion of the work will be to:

- Define Cedar Falls’ emissions reduction goal based on the latest climate science.
- Identify mitigation strategies based on available emissions data and / or emissions proxies.
- Leverage our community engagement process to incorporate new strategies that represent the community’s needs and values.
- Prioritize strategies based on a nuanced understanding of the potential impacts on emissions, life-cycle costs, social equity, and resilience.
- Provide implementation resources and tracking methods that empower and engage residents, businesses, and institutions to move from planning to action.

In addition to relying on our carbon planning experience and access to global best practices, our work will be informed by feedback from Cedar Falls stakeholders, ideas generated by community members, and insights from the concurrent work on adaptation and resilience planning.

The carbon planning scope will include the following tasks:

**Develop a bold and transformative long-term vision for community-wide emissions.**

- Based on the most current climate science, our team will evaluate Cedar Falls current status and assist in establishing appropriate emission reduction goals. We will engage stakeholders to discuss topics such as the implications of shifting to a carbon budget or leveraging achievable near- term milestones to support an aggressive long-term goal. We will also propose goals by sector (e.g. transportation) and by energy source (e.g. electricity) that reflect feasible timelines for transformative change.
- Our team will develop a list of strategies in the residential, commercial, industrial, transportation, water and waste sectors that would contribute to achieving the community’s greenhouse gas reduction goal(s).

- Leveraging the tools and expertise we have developed through our scenario planning experience our team will develop a wedge analysis to demonstrate the contribution of individual strategies toward Cedar Falls’ overall greenhouse gas reduction targets, aiming to demonstrate a feasible roadmap to achieving the community’s goal.

**Deliverable: Reduction Targets and Implementation Strategies**

Utilizing the community-wide greenhouse gas inventory provided by the City of Cedar Falls:

- Help develop a long-term resilience vision with science-based targets.
- Identify implementation strategies with general recommended timelines (short, medium, long-term).
- Quantify each proposed measure’s potential emission reduction.
- Estimate feasibility (technical) of strategies.
- Help ensure the collective actions positively impact all populations and move the city toward greater social equity. (Assuming this will be strongly rooted in the community engagement work)
- Develop a wedge analysis to understand the contribution of individual strategies toward the overall GHG reduction targets.

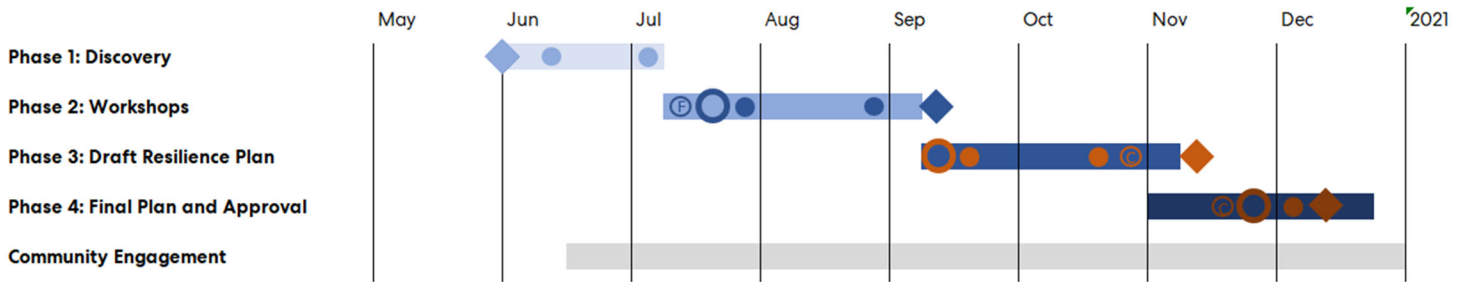
**Deliverable: Toolkit for Action**

- Develop a system for monitoring and evaluating progress utilizing CDP
- Develop standard operating procedures for completing annual GHG emissions inventories (Municipal & Community-wide) and provide templates for completing.
- Develop a template for an annual report that can easily be communicated through a variety of media.

# Perkins&Will

## PROJECT SCHEDULE (UPDATED)

### Cedar Falls Resilience Plan



- Project Kick-off
- \*Core Team Workshop / Meeting
- \*\*Stakeholder Focus Groups and Check-ins
- \*\*\*Public Workshop
- Resilience Plan Outline Draft
- Stakeholder Workshop(s)
- Submit Near Final (Full) Draft Plan
- Open House Presentation, Q+A, Comments
- Submit Final Plan for City Council Approval

Note: All Meetings, Presentations and Workshops are Virtual (Online)  
 \*Core Team: Resilience Working Group (7-8 People)  
 \*\*Stakeholders: Invited participants who are interested and knowledgeable of previous work or issues related to the Resilience Plan  
 \*\*\*Public: Local residents and stakeholders

## Cedar Falls Resilience Team Plan Labor Hours

### Perkins & Will

John Slack	25
Doug Pierce	120
Support	60

### LHB

Becky Alexander	150
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### Barr Engineering

Matt Metzger	80
Support	50

### General Resilience Plan

Resilience Team	120
<hr/>	
	605

# Cost Proposal

**Phase 1: Discovery**

**Phase 2: Outline and Special Actions**

**Phase 3: Draft Plan**

**Phase 4: Final Plan and Approval**

## **SUMMARY OF SERVICES**

Engagement

Integrative Resilience Planning

Carbon Planning

Water Resource Planning

**Total**

**\$87,500**

Includes reimbursables up to \$2,000 for licenses fees or similar attributable to virtual (online) services. All project workshops, meetings and presentations including public meetings and workshops will be conducted online.



**CERTIFICATE OF LIABILITY INSURANCE**

7/1/2020  
DATE (MM/DD/YYYY)  
6/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1078545 PERKINS+WILL, INC. ATTN: RICHARD NEMETH 2 BRYANT STREET SAN FRANCISCO CA 94105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Zurich Insurance Company		40142
	INSURER B: Endurance Risk Solutions Assurance Co		43630
	INSURER C: Lloyds & London Co		
	INSURER D: Zurich American Insurance Company		16535
	INSURER E: American Guarantee and Liab. Ins. Co.		26247
INSURER F:			

COVERAGES \*\*\* CERTIFICATE NUMBER: 11480890 REVISION NUMBER: XXXXXXXX

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.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	N	N	GLO0926401	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP0926404	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	N	N	EXC10007382704	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0926402	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA1901441	7/1/2019	7/1/2020	\$2,000,000 PER CLAIM/\$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR INFORMATIONAL PURPOSES ONLY.

<b>CERTIFICATE HOLDER</b> 11480890 SAMPLE	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE: <i>Joseph M. Agnello</i>
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## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Green and City Council  
**FROM:** Kate Aguiar, Payroll/HR Technician  
**DATE:** May 28, 2020  
**SUBJECT:** FY21 Fee Schedule

Attached is a copy of the proposed FY21 Fee Schedule. The Fee Schedule establishes fees for all City operations except Enterprise Fund fees, which are established by ordinance (refuse, sanitary sewer collection and parking meter fees).

It is recommended that the attached FY21 Fee Schedule be adopted as proposed. Following adoption, staff will schedule the fees for the fiscal year beginning July 1, 2020. If you have any questions regarding proposed fees, please contact the department director responsible for the fee in question.

Item 14.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
<b>SEC. 2-311</b>			
<b>CIVIL SERVICE EXAMINATIONS</b>			
Civil Service Test	No charge		
Civil Service Promotional Test	No charge		
<b>SEC. 2-511</b>			
<b>CABLE TELEVISION DIVISION</b>			
Video Duplication	\$15.00	Each DVD	
<b>PUBLIC SAFETY SERVICES</b>			
<b>COPY RECORDS / DIGITAL DATA</b>			
Police Reports	\$15.00	Each report	
Applicant Fingerprinting	\$10.00	1-3 cards	
Additional cards	\$2.00	Per card	
Digital Media Duplication	\$15.00	Each	
Photo Reprints (4x6 in-house)	\$1.00	Each	
Photo Reprints (larger/out-source)	At Cost		
Junk Vehicle Certificate	\$10.00		
Fire Incident Reports	\$10.00	Each report	
Fire Investigative Reports (Non-Criminal)	\$10.00	Each report	
Copying of records - major project	Applicable fee above + staff time over 30 minutes		
<b>POLICE SERVICES</b>			
House/Garage Moving Permit	\$40.00/hr.	1/2 hr. min.	
Funeral Escort	\$25.00		
1 Hr. of Squad Car Usage	\$16.50		
<b>SEC. 2-572</b>			
<b>PUBLIC RECORDS DIVISION</b>			
Sale of City Code of Ordinances	\$200.00	Hard Cover	Includes cost of new book and mailing subsequent code supplements
Sale of City Zoning Ordinance	\$50.00	Paper Cover	Includes cost of new book and mailing subsequent code supplements
Sale of National/Uniform Code Books adopted by reference, i.e. Building, Electrical, Plumbing, Mechanical, Fire, Life Safety, Housing, etc.		Sold at cost	
Sale of Official Financial Publications		Sold at cost	
Copying of City Records	No Charge	Five pages or less	
	\$0.10	Black & White Copy, six or more pages	
	\$0.20	Color Copy, six or more pages	
Copying of City Records - major projects	\$0.10	Black & White Copy, six or more pages + staff time over 30 minutes	
	\$0.20	Color Copy, six or more pages + staff time over 30 minutes	
<b>SEC. 2-712</b>			
<b>ENGINEERING SERVICES</b>			
Inspection and Design		Negotiated charges approved by City Council in Contract form	
Copying of maps, drawings, etc.	No Charge	Five standard pages or less	
	\$0.10	Each, six or more pages	
Copying of oversized maps, drawings, etc.	\$5.00	Each	
Copy of Aerial Map per development	\$85.00		
Copy of Aerial Map entire City	\$425.00		
Sanitary Sewer Permit	\$100.00		
<b>SEC. 2-809</b>			
<b>PUBLIC WORKS</b>			
City Banners - For "For Profit" Groups, Installation and removal	\$10.00	Each Banner	
Electrical Panels For Special Events	\$50.00	Per Panel	
	\$250.00	Deposit Fee	
Delivery of Picnic Tables for Special Events	\$10.00	Per Table	
Salt/Sand Mix	\$20.00	Each Ton	
			For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>
Aerial Lift Truck	\$125.00	Per hour	
Traffic Control Devices Placement & Removal	\$100.00	Per placement	
All equipment listed above: 1 Hour Minimum			
Personnel: 1 Hour Minimum	Employee's Effective Rate	Plus 20% Administrative Fee	
<b>SEC. 3-1</b>			
<b>LICENSE TO DISTRIBUTE/POST ADVERTISING MATERIALS</b>			
	\$20.00	Daily or	
	\$200.00	Annually	
<b>SEC. 3-43</b>			
<b>SIGN PERMITS</b>			
	\$25.00	Minimum all signs and	
	\$1.00	Each additional sq. ft. of sign area > 100 sq. ft. \$200.00 max.	
<b>SEC. 3-46</b>			
<b>SIGN PAINTER'S OR ERECTOR'S LICENSE</b>			
Painter's License	\$15.00	One year	
Erector's License	\$150.00	First year and	
	\$35.00	For renewal	
<b>SEC. 6-46</b>			
<b>DOG AND CAT LICENSE</b>			
Dog or Cat <b>Altered</b>	\$6.00	Each year	
Dog or Cat <b>Not Altered</b>	\$12.00	Each year	

270

Item 14.

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Late Licensing	Doubles	After March 31	
Duplicate License & Tag	\$1.00		
Tag & License Mailing Fee	\$1.00	Each Tag/License	
<b>SEC. 6-99</b>			
<b>LICENSE FOR RIDING SCHOOLS OR STABLES</b>	\$30.00	One year	
<b>BUILDINGS AND BUILDING REGULATIONS</b>			
International Building Code Plan Review. (Base project value of \$1,000 or more)		65% of Building Permit Fee	
<b>SEC. 7-19</b>			
<b>BUILDING PERMITS</b>			
Valuation			
\$1.00 TO \$500.00	\$24.75		
\$500.01 TO \$600.00	\$27.75		
\$600.01 TO \$700.00	\$31.00		
\$700.01 TO \$800.00	\$34.00		
\$800.01 TO \$900.00	\$37.00		
\$900.01 TO \$1,000.00	\$40.25		
\$1,001.01 TO \$1,100.00	\$43.25		
\$1,100.01 TO \$1,200.00	\$46.25		
\$1,200.01 TO \$1,300.00	\$49.50		
\$1,300.01 TO \$1,400.00	\$52.50		
\$1,400.01 TO \$1,500.00	\$55.50		
\$1,500.01 TO \$1,600.00	\$58.75		
\$1,600.01 TO \$1,700.00	\$61.75		
\$1,700.01 TO \$1,800.00	\$65.00		
\$1,800.01 TO \$1,900.00	\$68.00		
\$1,900.01 TO \$2,000.00	\$71.00		
\$2,000.01 TO \$3,000.00	\$85.50		
\$3,000.01 TO \$4,000.00	\$100.00		
\$4,000.01 TO \$5,000.00	\$114.25		
\$5,000.01 TO \$6,000.00	\$128.75		
\$6,000.01 TO \$7,000.00	\$143.25		
\$7,000.01 TO \$8,000.00	\$157.50		
\$8,000.01 TO \$9,000.00	\$172.00		
\$9,000.01 TO \$10,000	\$186.50		
\$10,000.01 TO \$11,000.00	\$200.75		
\$11,000.01 TO \$12,000.00	\$215.25		
\$12,000.01 TO \$13,000.00	\$229.75		
\$13,000.01 TO \$14,000.00	\$244.00		
\$14,000.01 TO \$15,000.00	\$258.50		
\$15,000.01 TO \$16,000.00	\$273.00		
\$16,000.01 TO \$17,000.00	\$287.25		
\$17,000.01 TO \$18,000.00	\$301.75		
\$18,000.01 TO \$19,000.00	\$316.25		
\$19,000.01 TO \$20,000.00	\$330.75		
\$20,000.01 TO \$21,000.00	\$345.00		
\$21,000.01 TO \$22,000.00	\$359.50		
\$22,000.01 TO \$23,000.00	\$374.00		
\$23,000.01 TO \$24,000.00	\$388.25		
\$24,000.01 TO \$25,000.00	\$402.75		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$25,000.01 TO \$26,000.00	\$413.00		
\$26,000.01 TO \$27,000.00	\$423.25		
\$27,000.01 TO \$28,000.00	\$433.75		
\$28,000.01 TO \$29,000.00	\$444.00		
\$29,000.01 TO \$30,000.00	\$454.25		
\$30,000.01 TO \$31,000.00	\$464.50		
\$31,000.01 TO \$32,000.00	\$474.75		
\$32,000.01 TO \$33,000.00	\$485.25		
\$33,000.01 TO \$34,000.00	\$495.50		
\$34,000.01 TO \$35,000.00	\$505.75		
\$35,000.01 TO \$36,000.00	\$516.00		
\$36,000.01 TO \$37,000.00	\$526.25		
\$37,000.01 TO \$38,000.00	\$536.75		
\$38,000.01 TO \$39,000.00	\$547.00		
\$39,000.01 TO \$40,000.00	\$557.25		
\$40,000.01 TO \$41,000.00	\$567.50		
\$41,000.01 TO \$42,000.00	\$577.75		
\$42,000.01 TO \$43,000.00	\$588.25		
\$43,000.01 TO \$44,000.00	\$598.50		
\$44,000.01 TO \$45,000.00	\$608.75		
\$45,000.01 TO \$46,000.00	\$619.00		
\$46,000.01 TO \$47,000.00	\$629.25		
\$47,000.01 TO \$48,000.00	\$639.75		
\$48,000.01 TO \$49,000.00	\$650.00		
\$49,000.01 TO \$50,000.00	\$660.25		
\$50,000.01 TO \$51,000.00	\$667.50		
\$51,000.01 TO \$52,000.00	\$674.75		
\$52,000.01 TO \$53,000.00	\$681.75		
\$53,000.01 TO \$54,000.00	\$689.00		
\$54,000.01 TO \$55,000.00	\$696.25		
\$55,000.01 TO \$56,000.00	\$703.50		
\$56,000.01 TO \$57,000.00	\$710.75		
\$57,000.01 TO \$58,000.00	\$718.00		
\$58,000.01 TO \$59,000.00	\$725.00		
\$59,000.01 TO \$60,000.00	\$732.25		
\$60,000.01 TO \$61,000.00	\$739.50		
\$61,000.01 TO \$62,000.00	\$746.75		
\$62,000.01 TO \$63,000.00	\$754.00		
\$63,000.01 TO \$64,000.00	\$761.25		
\$64,000.01 TO \$65,000.00	\$768.50		
\$65,000.01 TO \$66,000.00	\$775.50		
\$66,000.01 TO \$67,000.00	\$782.75		
\$67,000.01 TO \$68,000.00	\$790.00		
\$68,000.01 TO \$69,000.00	\$797.25		
\$69,000.01 TO \$70,000.00	\$804.50		
\$70,000.01 TO \$71,000.00	\$811.75		



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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
\$71,000.01 TO \$72,000.00	\$818.75		
\$72,000.01 TO \$73,000.00	\$826.00		
\$73,000.01 TO \$74,000.00	\$833.25		
\$74,000.01 TO \$75,000.00	\$840.50		
\$75,000.01 TO \$76,000.00	\$847.75		
\$76,000.01 TO \$77,000.00	\$855.00		
\$77,000.01 TO \$78,000.00	\$862.00		
\$78,000.01 TO \$79,000.00	\$869.25		
\$79,000.01 TO \$80,000.00	\$876.50		
\$80,000.01 TO \$81,000.00	\$883.75		
\$81,000.01 TO \$82,000.00	\$891.00		
\$82,000.01 TO \$83,000.00	\$898.25		
\$83,000.01 TO \$84,000.00	\$905.25		
\$84,000.01 TO \$85,000.00	\$912.50		
\$85,000.01 TO \$86,000.00	\$919.75		
\$86,000.01 TO \$87,000.00	\$927.00		
\$87,000.01 TO \$88,000.00	\$934.25		
\$88,000.01 TO \$89,000.00	\$941.50		
\$89,000.01 TO \$90,000.00	\$948.75		
\$90,000.01 TO \$91,000.00	\$955.75		
\$91,000.01 TO \$92,000.00	\$963.00		
\$92,000.01 TO \$93,000.00	\$970.25		
\$93,000.01 TO \$94,000.00	\$977.50		
\$94,000.01 TO \$95,000.00	\$984.75		
\$95,000.01 TO \$96,000.00	\$992.00		
\$96,000.01 TO \$97,000.00	\$999.00		
\$97,000.01 TO \$98,000.00	\$1,006.25		
\$98,000.01 TO \$99,000.00	\$1,013.50		
\$99,000.01 TO \$100,000.00	\$1,020.75		
\$100,000.01 TO \$500,000.00	\$1,020.75 + \$6.20 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	
\$500,000.01 TO \$1,000,000.00	\$3,492.75 + \$5.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	
\$1,000,000.01 AND UP	\$6,067.75 + \$4.15 for each additional \$1,000.00	Any fraction of \$1,000.00 shall be counted as an additional \$1,000.00	
		Add: Reinspection Fee	\$ 75.00
		Add: Working without permit fee	\$ 100.00
<b>SEC. 7-50 ELECTRICAL CONTRACTOR REGISTRATION</b>	\$150.00	One year	
<b>SEC. 7-50 SPECIAL ELECTRICIAN REGISTRATION</b>	\$150.00	One year	
<b>SEC. 7-20 CONDITIONS OF CERTIFICATES OF INSURANCE</b>			
Electrical Contractors	\$100,000/ \$300,000		
Special Electricians	\$100,000/ \$300,000		
<b>SEC. 7-20 RESIDENTIAL ELECTRICAL INSPECTION PERMIT FEES</b>			
Base Rate	\$30.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
New House	\$150.00		
Rough Wiring-Openings	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
	\$0.20	Over 30, Per additional opening	
Lighting Fixtures:			
Incandescent/Fluorescent/Porcelain Bases	\$10.00	1 to 14, inclusive	
	\$7.00	15 to 30, inclusive, additional	
Electrical Services:			
Temporary/Permanent	\$15.00	Temporary Service	
	\$20.00	To 225-ampere capacity	
	\$30.00	Over 225-ampere capacity	
	\$10.00	Additional replacement services	
	\$7.00	Subpanels	
Motors, Per Unit	\$8.00	0 to 10 HP	
	\$10.00	Over 10 HP	
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Bath Fan, Etc.	\$5.00	Each unit	
Central Heating & Cooling Unit	\$8.00	Each unit	
Supplemental Heating/Cooling	\$5.00	Each unit	
Generators, Transfer Switch, Car Charging Station, Hot Tub, Feeder Panel, Etc.	\$10.00	Each Unit	
Reinspection of Unapproved Work	\$75.00		\$ 75.00
Reinspection Fee Due To Wrong Address, No Address Posted, Incomplete Work, Insufficient Information, Unable to Enter, or for Uncorrected Violations.	\$10.00	Each Trip	
		Add: Working without permit fee	\$ 100.00
Certificate of Insurance	\$100,000/ \$300,000		
<b>SEC. 7-20</b>			
<b>COMMERCIAL AND INDUSTRIAL ELECTRICAL INSPECTION PERMIT FEES</b>			
Base Rate	\$30.00		
Rough Wiring-Openings	\$30.00	1 to 14, inclusive	
	\$15.00	15 to 30, inclusive, additional	
	\$0.30	Over 30, Per additional opening	
Lighting Fixtures:	\$30.00	1 to 14, inclusive	
	\$15.00	15 to 30, inclusive, additional	
	\$0.30	Over 30, per additional opening	
Electrical Services:			
Temporary/Permanent	\$20.00	Temporary Service	
	\$40.00	Permanent Service up to 400 ampere	
	\$60.00	Permanent Service 401-800 ampere	
	\$80.00	Permanent Service over 800 ampere	
	\$10.00	Additional replacement services	
Motors, Per Unit	\$10.00	0 to 10 HP	
	\$15.00	Over 10 HP	
Transformers, Per Unit	\$20.00	0 to 75 KVA	
	\$30.00	Over 75 KVA	
Feeder Panels	\$15.00	Up to 225 A	
	\$20.00	Above 225 A	
Dishwasher, Disposal, Electric Dryer, Sump Pump, Door Opener, Water Heater, Cooking Equipment, Exhaust Fans	\$5.00	Each unit	
Central Heating & Cooling Unit	\$8.00	Each unit	
Supplemental Heating/Cooling	\$5.00	Each unit	
Illuminated Signs and Outline Lighting	\$10.00	Each sign	
Neon and All Signs Using Secondary Voltage of 600 Volts or More	\$10.00	Each transformer	
Special Equipment such as Generators, X-ray Equipment, Converters, Welders Etc.	\$15.00	Each Unit	
Reinspection Fee Due To Wrong Address, No Address Posted, Incomplete Work, Insufficient Information, Unable to Enter, or for Uncorrected Violations	\$75.00	Each Trip	\$ 75.00
		Add: Working without permit fee	\$ 100.00
In-Ground Swimming Pool/Hot Tub Bonding Inspection	\$30.00		
Specialized Systems such as Solar PV Systems, Wind Generated Systems, Etc.	\$30.00		
Certificate of Insurance	\$100,000/ \$300,000		
<b>SEC. 7-170</b>			
<b>ANNUAL PERMIT FOR PLUMBING WORK</b>			
	\$100.00	One year	
<b>SEC. 7-170</b>			
<b>PLUMBING FEES</b>			
Base Rate	\$30.00		
Water closet, urinals, bidets, tubs, showers, lavatories, sinks, hand sinks, floor sinks, grease trap, disposal, dishwasher, drinking fountain, laundry drain, laundry sink, sump, floor drains, roof drains, backwater valve, sewage eject, vacuum breakers, mop sinks.	\$8.50		
Water softener, Water heater	\$15.00		
Sewer Connections To/Or Continuation from Main	\$30.00		
Multiple Sewer Stubs	\$15.00	Each	
Additional Fixture, Trap or Trap Opening (To Apply Towards Minimum Fee)	\$8.50		
Reinspection of Unapproved work	\$75.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Water Treatment or Storage Units	\$20.00		
Backflow Protective Devices-Water	\$8.50		
Reconstruction or Alteration of Drains, Stacks or Vents	\$20.00		
One bathroom house	\$135.00		
Two bathroom house	\$161.00		
Three bathroom house	\$208.00		
Working w/o permit	\$100.00		
<b>SEC. 7-232</b>			
<b>LICENSE FEE, MOVING A BUILDING</b>	\$30.00	One Week	
	\$60.00	One Month	
	\$100.00	Six Months	
	\$200.00	One Year	
<b>SEC. 7-247</b>			
<b>MOVING PERMIT FEE ACCORDING TO STRUCTURE</b>			
Structure Less than 200 sq. ft.	\$10.00		
Structure More than 200 sq. ft. and Less than 500 sq. ft.	\$50.00		
Structure More than 500 sq. ft.	\$100.00		
<b>SEC. 7-414</b>			
<b>MECHANICAL FEES</b>			
Base Rate	\$30.00		
New House	\$150.00		
Apartments	\$70.00	Per Unit	
AC 0 to 3 Ton	\$20.00		
AC 3.5 Ton - 5 Ton	\$40.00		
AC 5.5 Ton - 30 Ton	\$50.00		
AC 30.5 - 50 Ton	\$60.00		
AC over 50 Ton	\$3.00	Per Ton	
AH 0 to 10,000 CFM	\$20.00		
AH over 10,000 CFM	\$30.00		
Air-to-Air Heat Exchanger	\$15.00		
Bath Exhaust	\$5.00		
Boiler - 0 to 100,000	\$20.00		
Boiler - 100,001 to 500,000	\$30.00		
Boiler - 500,001 to 1,000,000	\$45.00		
Boiler 1,000,000 to 1,750,000	\$60.00	Correction on unit #: Boiler 1,000,001 to 1,750,000	
Boiler over 1,750,000	\$100.00		
Duct Alterations	\$20.00		
Fireplace	\$15.00	Higher degree of inspection is now required, to ensure code is met. The proposed fee better reflects our time on this.	\$ 25.00
Furnace - Electric	\$25.00		
Furnace - Gas	\$25.00		
Furnace Vents	\$15.00		
HPP 1-4 Outlets	\$0.00	No charge	Delete, not used.
HPP 5+ Outlets	\$2.00	Per Outlet	Delete, not used.
In-floor Heat	\$20.00		
VAV Boxes	\$10.00		
Ventilation - Multiple	\$10.00		Delete, not used.
Ventilation - OH	\$10.00		Delete, not used.
Ventilation - Type 1 Hood	\$50.00		
Ventilation - Type 2 Hood	\$25.00		
Working w/o Permit	\$100.00		
Incinerator - Comm/Ind	\$70.00		Delete, not used.
Incinerator - Residential	\$16.25		Delete, not used.
Miscellaneous	\$20.00		\$ 30.00
NPP 1-4 Outlets	\$2.00		Delete, not used.
NPP 5+ per Outlet	\$0.50		Delete, not used.
Other per Hr	\$40.00	Per Hour	Delete, not used.
Outside Hr Change	\$40.00	Per Hour	Delete, not used.
Plan Review	\$30.00	Per Hour	Delete. This is covered in the building plan review fees.
		Add: CSST Inspection up to \$500	\$ 35.00
		Add: CSST Inspection up to \$501-\$2,000	\$ 60.00
		Add: CSST Inspection over \$2,000	\$ 85.00
		Add: Fuel gas piping	\$ 28.00
Reinspection Fee	\$75.00		
<b>REFRIGERATION FEES</b>			
Base Rate	\$20.00		
Condensing Units:			
1/6 hp - 1/3 hp	\$15.00		
1/3 hp - 1 hp	\$20.00		
1 hp or greater	\$30.00		
Cooling Towers	\$20.00		
Walk-in Coolers/Freezers	\$20.00		
Unit Coolers	\$20.00		
Industrial Refrigeration	\$8.00	Per hp	
<b>SEC. 7-444</b>			
<b>CONDOMINIUM CONVERSION</b>			
Condominium Conversion	\$400.00	Per Unit	
<b>SEC. 9-25</b>			
<b>COMMERCIAL FIRE INSPECTION</b>			
Initial Inspection	See Attached		
First Re-inspection	\$100.00		
Second Re-inspection	\$150.00		
Third and Each Subsequent Re-inspection	\$200.00		
Owner does not show	\$50.00	With verbal acknowledgement of appointment by owner/occupant	
Inspection after normal business hours	\$50.00		
Day Care Inspections	\$50.00		

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SCHEDULE OF FEES		ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Temporary Structure Inspection	\$50.00	Initial structure			
	\$25.00	each additional temp structure			
<b>FALSE ALARMS</b>					
1 <sup>st</sup> occurrence of year	\$0.00				
2 <sup>nd</sup> occurrence of year	\$0.00				
3 <sup>rd</sup> occurrence of year	\$200.00				
4 <sup>th</sup> occurrence of year	\$200.00				
5 <sup>th</sup> -9 <sup>th</sup> occurrence of year	\$275.00	Each			
10 <sup>th</sup> and above occurrence of year	\$425.00	Each			
Evidence of Repair in Lieu of Fee		Fire Chief discretion			
Alarm activation without notification	\$200.00	Each occurrence			
<b>RESIDENTIAL FIRE SPRINKLER SYSTEM</b>					
One & Two Single Family Home	\$100.00				
<b>FIRE ALARM/SPRINKLER SYSTEM INSPECTIONS</b>					
<b>Fire Sprinkler System Construction Permits</b>					
0-4,999 square foot	\$80.00	Per Floor			
5,000-7,499 square foot	\$160.00	Per Floor			
7,500+ square foot	\$240.00	Per Floor			
System Hydro Test (additional)	\$80.00				
Re-inspections due to test failure	\$40.00	Per hour			
Stand Pipe (additional)	\$150.00				
Fire Pump (additional)	\$150.00				
Kitchen Hood Permits	\$40.00				
System installed without permit	\$160.00	Per system			
System installed/operating w/o testing	\$320.00	Per system			
<b>Fire Alarm Systems Construction Permits</b>					
0-4,999 square foot	\$80.00	Per Floor			
5,000-7,499 square foot	\$160.00	Per Floor			
7,500+ square foot	\$240.00	Per Floor			
Acceptance testing of Newly installed and/or modified alarm systems	\$40.00	Per Hour, Per Inspector			
Re-inspections due to test failure	\$40.00	Per hour			
System installed without permit	\$160.00	Per system			
System installed/operating w/o test	\$320.00	Per system			
<b>Solar Panel Fire Permit</b>					
0-4,999 square foot	\$80.00				
5,000-7,499 square foot	\$160.00				
7,500+ square foot	\$240.00				
<b>Clean Agent Fire Suppression System Construction Permits</b>					
Initial permits	\$100.00				
Plan review and inspection	\$80.00				
Re-inspection due to test failure	\$40.00				
Inspection after normal hours	\$40.00				
<b>VEHICLE FIRES &amp; EXTRICATIONS</b>					
Passenger vehicle fire (<10,000 lbs)	\$150.00				
Comm. vehicle fire (>10,000 lbs)	\$200.00				
Extrication of victim from vehicle	\$250.00				
<b>SPECIAL EVENT STANDBY</b>					
Personnel without equipment	\$30.00	Per Hour, Per Person			
Heavy Apparatus - up to 4 personnel	\$250.00				
Light Apparatus - up to 2 personnel	\$200.00				
Extrication of victim from vehicle	\$250.00				
<b>HAZARDOUS MATERIAL RESPONSE</b>					
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.			
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.			
Additional response personnel	\$20.00	Each- Per hour			
Expended Materials		Replacement cost			
Equipment Repair/Cleaning		Cost (parts,labor,s/h)			
Damaged Equipment/Property		Cost to replace/repair			
Other (incl. Contracted svcs/equip)		Cost			
<b>TECHNICAL RESCUE</b>					
Heavy Apparatus - up to 4 personnel	\$250.00	Per Hour-1 hr. min.			
Light Apparatus - up to 2 personnel	\$200.00	Per Hour-1 hr. min.			
Specialized Technical Rescue Equip	\$400.00	Per incident			
Expended Materials		Replacement cost			
Equipment Repair/Cleaning		Cost (parts,labor,s/h)			
Damaged Equipment/Property		Cost to replace/repair			
Other (incl. Contracted svcs/equip)		Cost			
<b>FIREWORKS PERMIT</b>					
New Location	\$150.00	Each Event			
Repeat Location - Display Cost \$1-\$1,000	\$50.00				
Repeat Location - Display Cost \$1,001 or greater	\$75.00				
Permanent & Temporary Structure Inspection	\$100.00	Per inspection, per location, if not reimbursed by the state			
<b>FLAMMABLE/COMBUSTIBLE LIQUID TANK PERMIT</b>					
Installation of new above or below ground tank	\$200.00	Per Tank			
Removal of above or below ground tanks	\$150.00	Per Tank			
Modification of tanks, piping, valves and dispensing equipment to include reconstruction, tapping, tank cutting, vent pipe relocations, dispenser piping, repiping and tank repair of repiping.	\$75.00				
Permanent LP Tank Installation	\$80.00	Per tank			
Temporary LP Tank Installation	\$40.00	Per tank			
<b>SEC. 10-5</b>					
<b>GARBAGE AND REFUSE</b>					
32 Gallon Garbage Cart	\$9.00	Per month			
32 Gallon Replacement Cart	\$35.00				

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
68 Gallon Garbage Cart	\$17.00	Per month	
68 Gallon Replacement Cart	\$41.50		
95 Gallon Garbage Cart	\$26.50	Per month	
95 Gallon Replacement Cart	\$48.00		
95 Gallon Yard Waste Cart	\$10.00	Per dump	
April, October, November	\$5.00	Per dump	
Replacement Yard Waste Cart	\$58.00		
Additional Yard Waste Cart	\$50.00	(no more than 2)	
Christmas Tree Tags	\$1.25	Each	
Appliances	\$7.50	Each	
Computers/Televisions	\$5.00	Each	
Bicycle Tire	\$1.00	Each	
Motorcycle Tire	\$2.00	Each	
Automobile Tire	\$2.50	Each	
With Rim	\$5.00	Each	
Truck/Tractor Tire	\$6.50	Each	
With Rim	\$9.00	Each	
Sand Bags	\$0.50	Each	
Extra Refuse Bag Tag	\$1.25	Each	
Demolition Waste	\$59.15	Per ton	
Solid Waste	\$57.50	Per ton	
Yard Waste	\$29.50	Per ton	
Scale Charge	\$3.00		
Leaf Vacuum Service	\$50.00	Per visit	
Asphalt Shingles- free of contaminants	\$30.00	Per ton	
Asphalt Shingles- with contaminants	\$59.15	Per ton + \$10.00/ton service charge	
<b>For information only. Fees set by Code of Ordinances</b>			
<b>SEC. 10-13</b>			
<b>TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS</b>			
Permit	\$300.00	Per Receptacle, Per Year	
<b>SEC. 11-84</b>			
<b>MINIMUM RENTAL HOUSING INSPECTION</b>			
Initial Inspection	\$50.00	Each building and	
	\$20.00	Each additional unit	
First Re-inspection			
*If violations are corrected at the time of first re-inspection; fee will be waived.	\$40.00*	Each Unit	
Second Re-inspection	\$80.00	Each unit re-inspected	
Third Re-inspection	\$160.00	Each unit re-inspected	
Fourth Re-inspection	\$320.00	Each unit re-inspected	
Inaccessible Unit	\$25.00	Each unit	
Tri-Annual Registration Fee	\$75.00	Each building	
Replacement of Occupancy Permit	\$5.00	Each unit	
Permit Unavailable During Any Inspection	\$25.00	Each unit	
Re-scheduling fee-			
*If owner/agent canceled within 48 hrs of inspection or does not show for inspection	\$50.00*	Each Unit	
Requested inspection outside normal cycle	\$50.00	*if violations exist	
<b>FIRE EXTINGUISHER TRAINING</b>			
0-25 Students	\$40.00		
25-50 Students	\$80.00		
More than 50 Students	\$120.00		
Fire Extinguisher recharge	\$25.00	Per extinguisher	
<b>SEC. 13-35</b>			
<b>MOBILE MERCHANT</b>			
	\$50.00	Per month	
	\$500.00	Each year	
<b>SEC. 13-63</b>			
<b>PAWNBROKER LICENSE</b>			
	\$65.00	Each year	
<b>SEC. 13-107</b>			
<b>CLOSING - OUT SALE LICENSE</b>			
<b>If a Resident Merchant</b>			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$35.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not more than fifteen thousand dollars.	\$65.00		
C. The stock of goods on hand is valued in excess of fifteen thousand dollars.	\$110.00		
<b>If a Transient Merchant</b>			
A. The stock of goods on hand is valued at five thousand dollars or less.	\$165.00		
B. The stock of goods on hand is valued in excess of five thousand dollars, but not in excess of fifteen thousand dollars.	\$330.00		
C. The stock of goods is valued in excess of fifteen thousand dollars.	\$550.00		
<b>SEC. 13-137</b>			
<b>FALSE ALARM CALLS</b>			
	\$65.00	Per call after the 5th False Alarm per calendar year	
	\$100.00	Per call after the 10 <sup>th</sup> False Alarm per calendar year	
<b>SEC. 13-138</b>			
<b>ALARM BUSINESS PERMITS OR ALARM AGENT PERMITS</b>			
Alarm Business Permit	\$0.00		
Alarm Agent Permit	\$0.00		
Alarm System Permit	\$0.00		
<b>SEC. 14-32</b>			
<b>MOBILE HOME PARK PRELIMINARY PLAN FEE</b>			
	\$150.00	And	
	\$1.00	Each lot or space	
<b>SEC. 14-75</b>			
<b>MOBILE HOME SUBDIVISIONS</b>			

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Preliminary Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
Final Plan or Detailed Site Plan Fee	\$150.00	And	
	\$1.00	Each lot or space	
<b>SEC. 15-5 ABATEMENT OF NUISANCES BY CITY AFTER NOTICE</b>			
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. Together with an administrative expense of \$5. I.C.A. § 364.12(3)(a), (h)	For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor		
<b>SEC. 15-41 JUNK VEHICLES (IMPOUNDMENT FEE)</b>			
		As per Police Division Wrecker and Storage Contract	
<b>CHAPTER 17, CEDAR FALLS PARKS AND RECREATION</b>			
<b>RECREATION DIVISION PROGRAM FEES</b>			
<b>ADULT PROGRAMS</b>			
Basketball Leagues	\$370.00	Each Team 10 games	
Couples Volleyball Class	\$29.00	Per person 8 weeks	
Volleyball League	\$125.00	Each team 14 games	
Mini Volleyball	\$75.00	Each team 6 games	
Softball Leagues - 14 games			
Registration	\$355.00	Each team	
Player Fees	\$70.00	Each team	
Mixed League Softball	Plus \$25.00		
Ball Field Rental (field as is)	\$8.00	Per hour	
Youth Games Ball Field Rental - Non-profit			
501C3 Field Rental			
Week Day Evening	\$16.00		
Multiple Rentals (Max. 75 per season)	\$500 Max		
Fall Softball League - 10 games			
Registration	\$255.00	Each team	
Player Fees	\$60.00	Each team	
Softball Field Rental			
One Field - One Day	\$50.00		
Complex (weekend 1 & 2 day)	\$110.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (weekend 1 & 2 day)	\$130.00	Plus any additional staff cost over the initial field preparation	
Pfeiffer (field/night, league)	\$60.00		
Kickball League	\$75.00		
Flag Football League - 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$75.00		
Golf Lessons - 4 lessons	N/A		
Tennis Lessons - 8 lessons	N/A		
Tournaments	Cost	Plus \$20.00	
Open Gym Schools, residents	\$3.00	Or RC punch card/membership	
Open Gym Schools, non-residents	\$6.00		
Beach House (all day)			
Weekend (Friday-Sunday, Holidays)			
West	\$100.00		
East	\$200.00		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
West	\$62.50		
East	\$125.00		
Full Facility	\$175.00		
Shelter Rental - All Day	\$25.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Racquetball League - 11 games			
Singles	\$35.00		
Racquetball Lessons - 6 lessons	\$33.00		
Table Tennis League	\$16.00		
<b>EXERCISE CLASSES</b>			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$32.00		
Circuit Weight Training w/ Fitness Pass/Rec Membership			
2 x Per Week - Per Month	\$16.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$44.00		
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership			
3 x Per Week - Per Month	\$22.00		
Rec Xfit - Monthly w/Fitness Pass/Rec Membership			
3 x Per Week	\$29.00		
Rec Xfit - Monthly w/o Fitness Pass/Rec Membership			
3 x Per Week	\$58.00		
Special Fitness Classes (without FP or RCM) 2 x Per Week Per Month	\$60.00		
Special Fitness Classes (with FP or RCM) 2 x Per Week Per Month	\$30.00		
Teen Weight Lifting Training (2) 2-hour classes	\$28.00		
<b>*RCM - Rec Center Membership</b>			
<b>*FP - Fitness Pass</b>			
<b>YOUTH PROGRAMS</b>			
Boys Baseball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Boys Baseball 1			
Registration	\$45.00		
Sponsor	\$250.00		
Boys Baseball 2-3			
Registration	\$50.00		
Sponsor	\$500.00		
Boys Baseball 4-5			
Registration	\$50.00		
Sponsor	\$600.00		
Girls Softball T-ball			
Registration	\$40.00		
Sponsor	\$250.00		
Girls Softball Kind. & 1			
Registration	\$45.00		
Sponsor	\$250.00		
Girls Softball 2-3			
Registration	\$45.00		
Sponsor	\$500.00		
Girls Softball 4-6			
Registration	\$50.00		
Sponsor	\$500.00		
Kindergarten Basketball			
Registration	\$34.00		
Sponsor	\$200.00		
Boys Basketball 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Boys Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Boys Basketball 1-2			
Registration	\$34.00		
Sponsor	\$300.00		
Girls Basketball 5-6 (format change)			
Registration	\$39.00		
Sponsor	\$250.00		
Girls Basketball 3-4			
Registration	\$39.00		
Sponsor	\$300.00		
Girls Basketball 1-2			
Registration	\$34.00		
Sponsor	\$300.00		
Summer Track			
Registration	\$50.00		
Sponsor	\$300.00		
Volleyball 3-6 (format change) (8 weeks)			
Registration	\$44.00		
Sponsor	\$400.00		
Flag Football K-2 (8 weeks)			
Registration	\$44.00		
Sponsor	\$200.00		
Flag Football 3-4			
Registration	\$44.00		
Sponsor	\$300.00		
Flag Football 5-6			
Registration	\$44.00		
Sponsor	\$500.00		
Baseball Club - Wrecking Crew	\$50.00		
Softball Club - Wrecking Crew	\$50.00		
Baseball Shortstops	\$35.00		
Softball Shortstops	\$35.00		
Soccer K, 1 & 2			
Registration	\$34.00		
Sponsor	\$350.00		
Golf Lessons	N/A		
Tennis Lessons	\$55.00		
Tot Lot			
One Week	\$32.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Six Weeks	\$150.00		
One Day	\$9.00		
Open Gym in schools	No Charge		
Special Events	Cost Plus \$5.00		
Tournaments	Cost Plus 0-10%		
Indoor Park, 1-5 years	\$28.00		
Full Session (18- 22 times)	\$40.00		
Mini Session	\$18.00		
Daily	\$3.00		
Chew & View - 2 hours	\$6.00		
Parents Night Out - 2 hours	\$8.00		
Birthday Party	\$125.00		
Birthday Party - Theme Package	\$155.00		
Add Pizza	\$30.00		
3 on 3 Basketball Tourney	\$30.00	Per Team	
Soccer Tournament	\$20.00		
Hot Shot Basketball	\$5.00		
Free Throw Contest	\$5.00		
Karate	\$32.00		
New Sports & Active Programs	Charge Comparable		
Sack Lunch Days	\$28.00		
Tumbling - 5 sessions	\$32.00		
Hockey - Inline			
Registration	N/A		
Sponsor	N/A		
Camp Cedar Falls			
One Week	\$120.00		
Full Summer 8 weeks (1 week free)	\$840.00		
Full Summer 9 weeks (1 week free)	\$960.00		
Pre and Post Care			
Daily	\$5.00		
Weekly	\$20.00		
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.			
<b>SWIM POOL FEES</b>			
<b>Daily Admission - Indoor</b>			
Infant (under 2)	\$3.00		
Youth (3-17)	\$5.00		
Adult (18 & Up)	\$5.00		
<b>Daily Admission - Outdoor</b>			
Infant (under 2)	\$3.00		
Youth (3-17)	\$8.00		
Adult (18 & Up)	\$8.00		
<b>Summer</b>			
<b>Memorial Day-1st Day of School</b>			
<b>Family Season Pass</b>			
Resident**	\$210.00		
Non-Resident**	\$260.00		
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Child Care Provider Pool Pass - Mon-Fri	\$70.00		
<b>Adult Season Pass</b>			
Resident	\$130.00		
Non-Resident	\$160.00		
<b>Youth &amp; Sr. (65 &amp; Up) Season Pass</b>			
Resident	\$125.00		
Non-Resident	\$155.00		
<b>Lap Swim - Indoor</b>			
Resident	\$85.00		
Non-Resident	\$95.00		
**Purchase your summer swim pass prior to May 15 & receive a \$10 discount for a family & \$5 for an individual pass.			
<b>Winter</b>			
<b>1st Day of School-Memorial Day</b>			
<b>Family Season Pass (w/ Rec Membership)</b>			
Resident	\$55.00		
Non-Resident	\$60.00		
<b>Family Season Pass (w/o Rec Membership)</b>			
Resident	\$135.00		
Non-Resident	\$145.00		
<b>Adult Season Pass (w/ Rec Membership)</b>			
Resident	\$30.00		
Non-Resident	\$35.00		
<b>Adult Season Pass (w/o Rec Membership)</b>			
Resident	\$100.00		
Non-Resident	\$105.00		
<b>Youth Season Pass - 17 &amp; Under (w/ Rec Membership)</b>			
Resident	\$30.00		
Non-Resident	\$35.00		
<b>Youth Season Pass - 17 &amp; Under (w/o Rec Membership)</b>			
Resident	\$80.00		
Non-Resident	\$85.00		
<b>*RCM - Rec Center Membership</b>			
Swim Lesson - Youth	\$34.00		
Swim Lesson - Adult	\$38.00		
WSI	N/A		
Aqua Trim	\$34.00		



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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Deep Water Aqua Trim	\$34.00		
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$34.00		
Lap Swim – Daily Indoor	\$5.00	Or Pass	
Life Guarding	\$125.00		
Lifeguard Recertification	\$86.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$65/hr.		
Pool Rental ID, 76 or more people	\$80/hr.		
Pool Rental OD			
Zero Depth – 2 hours	\$220.00		
Zero Depth / Lazy River / 2 Waterslides -- 2 hours	\$445.00		
Lap Pool / Lazy River / 2 Waterslides – 2 hours	\$545.00		
Lap Pool – 2 hours	\$345.00		
Entire Facility – 2 hours			
No Concessions	\$645.00		
Concessions Sold - Resident	\$35.00/hr.		
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult or 4 or less children or 2 adults and 3 or less children.			
Each additional child in the family will be \$10.00. Implemented Spring 2012.			
<b>RECREATION CENTER</b>			
Admission			
Daily Resident			
12 Grade & Under	\$6.00		
Adult	\$9.00		
Senior Citizen	\$6.00		
Holiday Special Event Admission	\$3.00	Per person – Any age	
Daily Non-Resident			
12 Grade & Under	\$6.00		
Adult	\$9.00		
Senior Citizen	\$6.00		
Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$115.00		
Adult	\$175.00		
Senior Citizen	\$155.00		
Family	\$260.00		
Non-Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$210.00		
Adult	\$355.00		
Senior Citizen	\$290.00		
Family	\$465.00		
4-Month (May-August only)			
Resident			
12 Grade & Under	\$57.50		
Adult	\$85.00		
Senior Citizen	\$77.50		
Family	\$130.00		
Non-Resident			
12 Grade & Under	\$105.00		
Adult	\$177.50		
Senior Citizen	\$145.00		
Family	\$232.50		
20-Punch Card – Residents			
12 Grade & Under	\$58.00		
Adult	\$85.00		
Senior Citizen	\$78.00		
20-Punch Card – Non-Resident			
12 Grade & Under	\$140.00		
Adult	\$140.00		
Senior Citizen	\$120.00		
Replace I.D. Card	\$9.00		
Corporate Rate			
Individual	\$235.00		
Family	\$310.00		
Racquetball			
Drop-in, per hour	\$0.00	Each	
Reservation, per hour	\$2.00	Each	
10 Punch Card	\$17.00	to \$20.00 Value	
Child Care			
2-hour stay	\$3.00		
20-Punch Card	\$40.00		
Rentals			
Resident Non-profit Organizations			
Entire facility w/ adequate approved adult supervision 1:20 ratio			
Per Hour	\$100.00		

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SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION	PROPOSED RATE
Each additional hour	N/A		
Maximum cost (12 hr. max.)	N/A		
Meeting Room	\$10.00	Per hour	
Full Room	\$25.00	Per hour	
Gym Rental			
Fit Gym	\$35.00	Per hour + staff cost	
½ of Old Gym	\$35.00	Per hour + staff cost	
All of Old Gym	\$70.00	Per hour + staff cost	
Activity Room	\$25.00	Per hour + staff cost	
*s.c. - Staff Cost (if needed)	\$25.00		
** Memberships include free towel usage and all drop-in fitness classes. Members of as April 30, 2019 wanting to get a fitness pass would pay the difference between the old membership price and the new price.			
<b>CITY EMPLOYEE WELLNESS RATES</b>			
Recreation Center Membership			
Individual		30.00	
Family		40.00	
Summer Swim Pass, purchased after May 1			
Individual		75.00	
Family		115.00	
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Indoor Lap Swim Pass		45.00 - EE, Reserves, Retiree only	
Winter Swim Pass, purchased after August 15			
Individual w/RCM		12.50	
Family w/RCM		25.00	
Individual w/o RCM		47.50	
Family w/o RCM		65.00	
A full list of drop in fitness classes now included under the membership can be found the web at <a href="http://www.cedarfalls.com/fitness">www.cedarfalls.com/fitness</a>			
<b>COMMUNITY CENTER RENTAL</b>			
<b>Regular Hours:</b>			
<b>Monday-Friday 8am - 4pm</b>			
<b>Seniors citizens (over 65) Events:</b>			
Monday-Friday Non-Holidays 8am - 4pm			
Non-Organized Clubs	No Charge		
Organized Clubs	\$8.00	Per hour	
Outside Regular Community Center Hours	\$10.00	Per hour	
<b>All Other Non-Profit Events:</b>			
Non-Holiday weekdays 8am-4pm			
Area of facility (Includes Staff Cost):			
Minimum 1 1/2 hour Rental			
Main Hall	\$50.00	Per hour	
Dance Floor	\$25.00	Per hour	
Main Hall and Dance Floor	\$60.00	Per hour	
Weekends, Holidays & Outside of Regular Hours -			
Minimum 1 1/2 hour Rental			
Area of facility (Includes Staff Cost):			
Main Hall	\$60.00	Per hour	
Dance Floor	\$30.00	Per hour	
Main Hall and Dance Floor	\$75.00	Per hour	
Security Deposits for Weekends, Holidays & Outside of Regular Hours:			
Non-Beer and/or Wine Events	\$250.00		
Events with Beer and/or Wine	\$500.00		
<b>HEARST CENTER FOR THE ARTS:</b>			
<b>Regular Business Hours:</b>			
<b>Tuesday &amp; Thursday 10am - 9pm</b>			
<b>Wednesday &amp; Friday 10am - 5pm</b>			
<b>Saturday &amp; Sunday 1pm - 4pm</b>			
Members of Friends of the Hearst receive 10% off space rental			
Qualifying nonprofit or educational groups receive 50% off space rental			
Equipment and staffing fees are the same for everyone			
Mae Latta Hall	45.00	Per hour	
Hearst Reading Room	20.00	Per hour	
Nancy Price Meeting Room	15.00	Per hour	
Rownd I & Rownd II Classrooms	35.00	Per hour for one room	
	50.00	Per hour for both rooms	
McElroy Classroom	35.00	Per hour	
Corning Patio	40.00	Per hour	
	20.00	Per hour if rented in addition to classroom	
Sculpture Garden	350.00	up to four hours	
	50.00	each additional hour	
<b>Equipment Use and Service:</b>			
Piano	45.00		
Room Set-Up	30.00	for events fewer than 25	
	45.00	for groups 26-100	
Additional Fees:			

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SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
Staff member if event takes place outside center hours	\$30.00	Per hour		
An additional fee will be deducted from the security deposit if the space requires cleaning.				
A nonrefundable deposit of 50% of the rental fee is due at the time the reservation is made				
All events during which food or beverages will be served require a security deposit of \$250.00				
Beer and wine may be served only in compliance with the Hearst Center's alcoholic beverage policy and will require a \$500 security deposit. Hard liquor is not allowed				
<b>VISITOR CENTER RENTAL</b>				
During Regular Business Hours:				
Monday-Friday 8am - 5pm			30 people maximum & use of conference room and patio only	
Half Day (4 hours)	\$150.00	Flat Fee		
Full Day (8 hours)	\$300.00	Flat Fee		
Saturday 9am - 4pm & Sunday Noon-4pm	\$75.00	Per hour, during open hours. 30 people maximum & use of conference room and patio only		
Outside Regular Visitor Center Hours	\$100.00	Per hour, 30 people maximum & use of conference room and patio only		
<b>PAW PARK</b>				
Usage Fees				
Annual				
First Dog	\$15.00			
Each Additional Dog	\$15.00			
Daily	\$2.00	Per dog		
<b>VETERANS PARK</b>				
Memorial Brick	\$75.00			
<b>CEMETERY FEES</b>				
Services				
Adult Spaces, Flush Marker Section	\$675.00			
Adult Spaces, Monument Section	\$800.00			
Infant Spaces 2' X 5'	\$250.00			
Infant Spaces 2.5' X 5'	\$260.00			
Adult Open and Close - Weekday	\$750.00			
Adult Open and Close - Saturday a.m.	\$900.00			
Adult Open and Close - Saturday p.m.	\$950.00			
Adult Open and Close - Less than 8-hour Notice	\$925.00			
Infant Open and Close - Weekday				
Without Tent	\$335.00			
With Tent	\$385.00			
Infant Open and Close - Saturday				
Without Tent	\$425.00			
With Tent	\$500.00			
PM - Add	\$50.00			
Cremains - Weekday				
Without Tent	\$350.00			
With Tent	\$400.00			
Cremains - Saturday				
Without Tent	\$425.00			
With Tent	\$500.00			
PM - Add	\$60.00			
Winter Cremains - Weekday with Tent	\$625.00			
Winter Cremains - Saturday a.m. with Tent	\$725.00			
Winter Cremains - Saturday p.m. with Tent	\$775.00			
Services before 9:00 a.m.	\$175.00	Additional		
Services entering Cemetery after 3:00 p.m.	\$200.00	Additional and		
	\$50.00	Each hr after 4:00 p.m.		
Disinterment - Adult	\$1,250.00			
Disinterment - Infant/Cremains	\$550.00			
Foundation and Marker Permit (Charged to Monument Company)	\$65.00			
Cemetery Lot Ownership and Deed Changes	\$60.00			
<b>NOTE: No Tent Service Available for Interments which Require a Vault</b>				
<b>SEC. 16-99 HAZARDOUS WASTE SPILLS</b>				
	\$50.00	Min. per Incident		
<b>SEC. 17-232 TREE TRIMMER'S LICENSE</b>				
Bond or Evidence of Insurance	\$5,000.00	Each year		
Certificate of Liability Insurance	\$100,000/ \$300,000			
<b>SEC. 17-247 FAILURE TO DESTROY NOXIOUS WEEDS &amp; OTHER VEGETATION</b>				

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SCHEDULE OF FEES		ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A.§364.12(3)(g), (h)		For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor				
<b>SEC. 19-176 SIDEWALK CONSTRUCTION OR REMOVAL PERMIT</b>		\$30.00			
<b>SEC. 19-183 REPAIR OF DEFECTIVE SIDEWALKS</b>					
For Hire Contractor	Amount Invoiced by Contractor	These costs shall be assessed against the abutting property for collection in the same manner as a property tax. I.C.A.§364.12(2)(b), (e)			
<b>SEC. 19-185 REMOVAL OF SNOW &amp; ICE FROM SIDEWALKS</b>					
1-Hour Minimum	Employee's Effective Rate	These costs shall be assessed against the property for collection in the same manner as a property tax. I.C.A.§364.12(3)(g), (h)		For equipment rates utilize current Iowa DOT Schedule of Equipment Rates unless otherwise noted in this document. <a href="http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf">http://www.iowadot.gov/local_systems/publications/equipment_rates_16.pdf</a>	
For Hire Contractor Labor & Equipment	Amount Invoiced by Contractor				
<b>SEC. 19-214 DRIVEWAY ENTRANCE PERMIT</b>		\$30.00			
<b>SEC. 19-217 DRIVEWAY CONTRACTOR'S BOND</b>		\$5,000.00	Renewable annually		
<b>SEC. 19-2 STREET MEETINGS</b>					
Use of barricades for block parties or street closures	\$25.00	Block - up to Maximum of \$100.00			
<b>SEC. 19-74(d) TABLES, CHAIRS AND/OR BENCHES PERMIT</b>		\$25.00	Annually		
<b>SEC. 19-74(e) TEMPORARY SIGNS PERMIT FOR DOWNTOWN SIDEWALK</b>		\$25.00	Annually		
<b>SEC. 19-96 SIDEWALK CAFÉ PERMIT</b>		\$50.00	Annually		
		\$250.00	Cash deposit		
<b>SEC. 19-100 PUBLIC RIGHT OF WAY EASEMENT</b>		\$1.00	Per square foot of public sidewalk within sidewalk café area		
<b>SEC. 19-134 EXCAVATION PERMIT</b>		\$30.00			
<b>SEC. 20-34 APPROVAL OF MINOR PLAT</b>		\$150.00			
<b>SEC. 20-59 APPROVAL OF PRELIMINARY PLAT</b>		\$300.00	Plus \$5.00 per acre		
<b>SEC. 20-104 APPROVAL OF FINAL PLAT</b>		\$300.00			
<b>SEC. 20-144 PROCESSING FEES FOR DEDICATION, VACATION OF CITY RIGHT-OF-WAY</b>		\$200.00			
<b>UTILITY EASEMENT VACATION</b>		\$200.00			
<b>CHAPTER 23 TRAFFIC AND MOTOR VEHICLES</b>					
<b>PARKING METER</b>			Fees Covered By Ordinance		
<b>SEC. 23-359 IMMOBILIZATION OF VEHICLES</b>		\$50.00			
<b>SEC. 23-413 PARKING PERMITS</b>		\$35.00	per month		
<b>SEC. 23-413 PAID PARKING RATES</b>		\$50/\$3.00	per hour/per day until 5 pm		
		\$3.00	after 5 pm		
<b>SEC. 23-654 ISSUANCE OF BICYCLE REGISTRATION TAG</b>		\$2.00			
<b>CHAPTER 24 UTILITIES</b>					
<b>SEWERS AND SEWAGE DISPOSAL</b>					
Septic Tank Discharge Fee	\$13.00	per 1,000 gallons of tank truck capacity			
Hydro-Cleaner	\$150.00	Per Hour			
Sludge Truck	\$150.00	Per Hour			
Sewer Televising Apparatus	\$150.00	Per Hour			
Utility Truck	\$75.00	Per Hour			
Pump	\$50.00	Per Hour			
All equipment listed above: 1-Hour Minimum					
Personnel: 1-Hour Minimum	Employee's Effective Rate	Plus 20% administrative fee			
<b>SEC. 24-304 STORM WATER POLLUTION PREVENTION PLAN APPLICATION</b>					
Subdivision plat or initial land development	\$50.00	Per acre exposed			
Subsequent development of lot or parcel of original tract of land	\$100.00	Single family unit			

Item 14.

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION	PROPOSED RATE
	\$50.00	Per residential unit for multiple unit complex		
	\$10.00	Per 1,000 sq. ft. of impervious surface		
<b>SEC. 25</b>				
<b>VEHICLES FOR HIRE</b>				
<b>SEC. 25-30 License Fee</b>	\$110.00	Each year before March 31		
	\$165.00	after March 31		
	\$30.00	Each vehicle before March 31		
	\$45.00	after March 31		
Vehicle replacement/substitution	\$10.00	Each vehicle/ Each occurrence		
<b>SEC. 25-35</b>				
<b>APPLICATION FOR DRIVER LICENSE</b>				
<b>SEC. 25-41</b>	\$12.00	Each		
<b>Renewal of License</b>	\$6.00	Each renewal before March 31		
	\$12.00	Each renewal after March 31		
<b>SEC. 26-4</b>				
<b>ZONING ORDINANCE AMENDMENT (TEXT OR MAP)</b>				
Rezoning Request	\$500.00			
Board of Adjustment – Variances	\$350.00			
Board of Adjustment – Special Exceptions	\$350.00			
Land Use Permits	\$25.00		Many permits take 30-60 minutes to help the customer, outside the time to review and process the permit. It is proposed to continue gradually increasing this each year, also keeping better pace with inflation.	\$ 30.00
Land Use Permits for Commercial and Multi-family (over 2 units), when no Site Plan Review is applicable			Add category. In some cases, P&Z/CC review does not apply to a development, however it is still reviewed in detail by staff for compliance with Zoning and Stormwater ordinances, site circulation/access, and more. Staff can be involved in drafting easement agreements or other arrangements for these sites.	\$ 150.00
Site Plan Review				
- Façade Review for commercial & minor residential improvements	\$50.00			
- Residential Review, Single Family & Two-Family Residential	\$100.00			
- Commercial Review including multi-family residential facilities	\$300.00			
<b>SEC. 26-134</b>				
<b>Communication Towers</b>				
<b>Small Wireless Facility</b>				
Initial Application Fee	\$500.00	5 or more, \$500/first + \$100/each additional		
Annual Usage Fee	\$270.00	per year, per facility		
<b>SEC. 26-138</b>				
<b>Wind Energy Facilities</b>	\$200.00			
<b>COMMERCIAL FIRE INSPECTION FEE SCHEDULE</b>				
The purpose of this ordinance is to provide minimum standards to safeguard life, health, property and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all nonresidential businesses, buildings and structures within this jurisdiction and certain equipment specifically regulated by the adopted Fire Code of the City of Cedar Falls.				



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** April 27, 2020  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Michael Browne  
545 Excelsior Lane  
Waterloo, IA 50701

\$1172.36 February 2020  
0.00 2020 (fees)  
\$1172.36 Total owed

Property address: 2307 W. 3<sup>rd</sup> St., CF  
Parcel #8914-11-153-009

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

MICHAEL BROWNE

---

TO THE ABOVE-NAMED PERSON(S):	Michael Browne
PROPERTY DESCRIPTION:	2307 West 3 <sup>rd</sup> Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-11-153-009
LEGAL DESCRIPTION OF PROPERTY:	Cedar Crest Addition, Lot 37, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 2307 West 3<sup>rd</sup> Street pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 1, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By   
 Jacqueline Daniels, MMC, City Clerk  
 City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Danielsens, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 2307 WEST 3<sup>RD</sup> STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-153-009

WHEREAS, it was determined that the property located at 2307 West 3<sup>rd</sup> Street, being legally described as Cedar Crest Addition, Lot 37, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-153-009, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 2307 West 3<sup>rd</sup> Street (Parcel ID 8914-11-153-009) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of \$1,172.36, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

Cedar Crest Addition, Lot 37, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-11-153-009

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1<sup>st</sup> day of June, 2020.

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

ATTEST:

\_\_\_\_\_  
Jacqueline Danielsens, MMC, City Clerk



CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 3/31/20

TO: MICHAEL BROWNE  
2307 W. 3RD STREET  
CEDAR FALLS, IA 50613

CUSTOMER NO: 5546/5546

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CESNW	2/14/20	SNOW/ICE REMOVAL ON:2/5 PER ORDINANCE 19-4	36573	3/16/20	1,172.36
		PROFESSIONAL LAWN CARE INV.#15876			\$1,125.00
		CODE ENFORCEMENT			\$47.36

**THE CITY OF CEDAR FALLS HAS  
TEMPORARILY SUSPENDED  
ASSESSING FINANCE FEES DUE TO  
COVID-19**

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
	1172.36		

DUE DATE: 4/30/20

PAYMENT DUE: 1,172.36  
TOTAL DUE: \$1,172.36

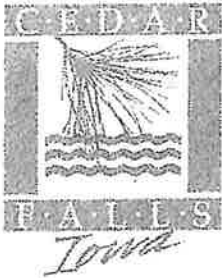
PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/31/20 DUE DATE: 4/30/20  
CUSTOMER NO: 5546/5546

NAME: BROWNE, MICHAEL  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$1,172.36



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

April 1, 2020

Michael Browne  
2307 W. 3rd Street  
Cedar Falls, IA 50613

Dear Michael Browne,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal on 2/5/20 for \$1172.36, as well as late fees of \$0.00 for a total amount due of \$1172.36. **If no payment is received by April 15, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 15.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: MICHAEL BROWNE  
2307 W. 3RD STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 36573  
DATE: 2/14/20

CUSTOMER NO: 5546/5546

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL ON:2/5 PER ORDINANCE 19-4 PROFESSIONAL LAWN CARE INV.#15876 CODE ENFORCEMENT	1,172.36	1,172.36
			\$1,125.00
			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$1,172.36

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/14/20 DUE DATE: 3/16/20  
CUSTOMER NO: 5546/5546

NAME: BROWNE, MICHAEL  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 36573  
TERMS: NET 30 DAYS

AMOUNT: \$1,172.36



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 1/28/2020 Case # 20-0034-SNOW
PROPERTY ADDRESS: 2307 W 3rd St
Cedar Falls, IA 50613

Michael Browne
2307 W 3rd St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 2307 W 3rd St, Cedar Falls, IA 50613

Dear Michael Browne,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season. City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

A single path is not considered a clear sidewalk; the sidewalk needs to be cleared completely.

Sec. 19-125. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk with 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward  
Code Enforcement Officer





Item 15.

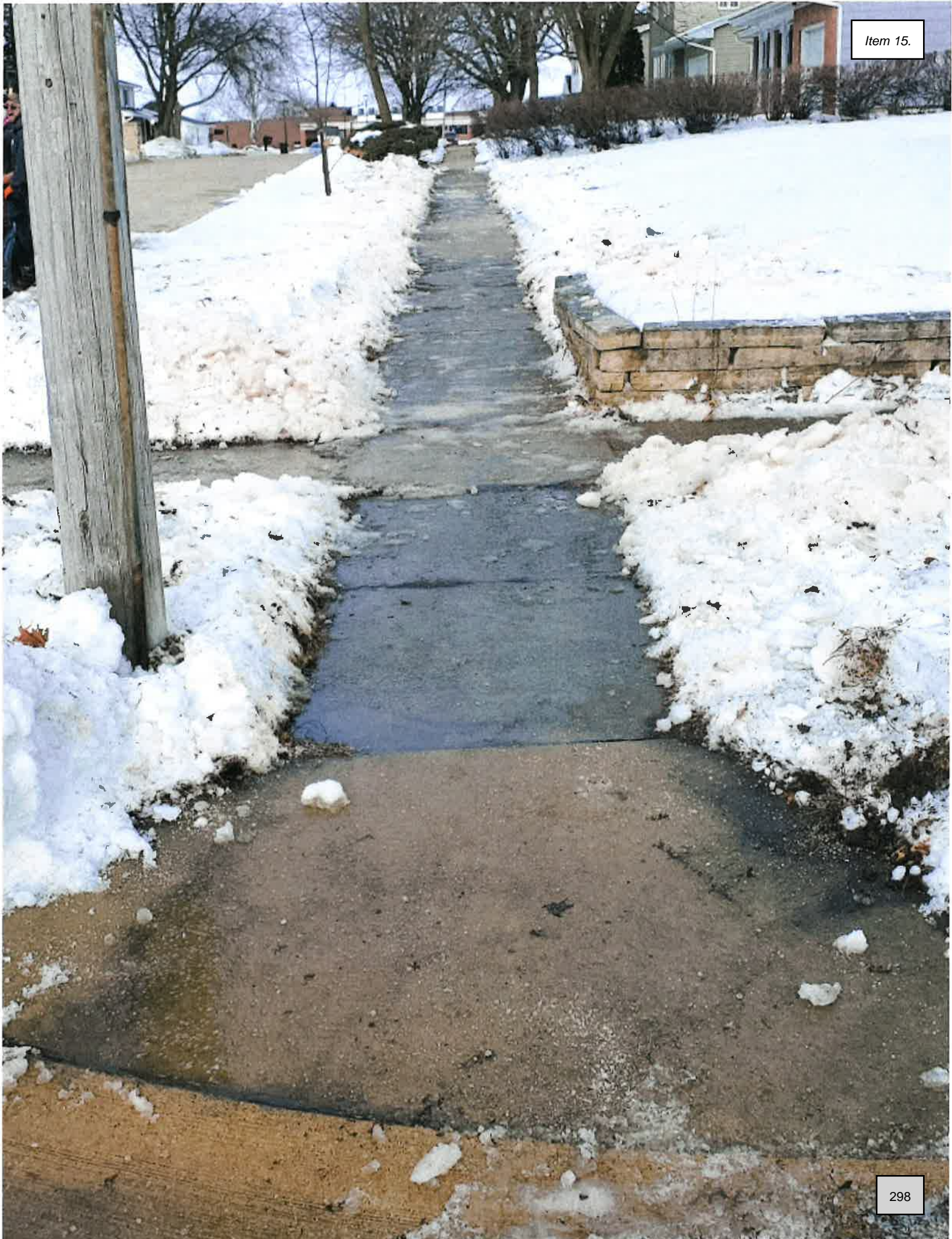




Item 15.



Item 15.



Item 15.





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** April 27, 2020  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

CFM, LLC  
302 Walnut Street  
Waterloo, IA 50703

\$203.61 February 2020  
0.00 2020 (fees)  
\$203.61 Total owed

Property address: 1934 Main St., CF  
Parcel #8914-13-401-008

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

CFM, LLC

TO THE ABOVE-NAMED PERSON(S):	CFM, LLC
PROPERTY DESCRIPTION:	1934 Main Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-401-008
LEGAL DESCRIPTION OF PROPERTY:	UNPLATTED CEDAR FALLS PART NW SE SEC 13 T 89 R 14 BOUNDED AS FOL ON N BY S LINE N 115 FT S E 1/4 SEC 13 ON W BY LINE PAR WITH & DIST 50 FT WLY FROM CEN TER- LINE MAIN TRACK CH & N WE STERN TRANS CO ON S BY ELY EXT N LINE 20TH ST & ON E BY LINE PAR WITH & DIST 15 FT WLY SAI D CENTERLINE MAIN TRACK RR, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 1934 Main Street pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 1, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By   
 Jacqueline Danielsen, MMC, City Clerk  
 City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, IA 50613

Enclosures

Exhibit "A"

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 1934 MAIN STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-401-008

WHEREAS, it was determined that the property located at 1934 Main Street, being legally described as Cedar Crest Addition, Lot 37, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-401-008, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 1934 Main Street (Parcel ID 8914-13-401-008) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of \$203.61, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

UNPLATTED CEDAR FALLS PART NW SE SEC 13 T 89 R 14 BOUNDED AS FOL ON N BY S LINE N 115 FT S E 1/4 SEC 13 ON W BY LINE PAR WITH & DIST 50 FT WLY FROM CEN TER- LINE MAIN TRACK CH & N WE STERN TRANS CO ON S BY ELY EXT N LINE 20TH ST & ON E BY LINE PAR WITH & DIST 15 FT WLY SAI D CENTERLINE MAIN TRACK RR, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-401-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1<sup>st</sup> day of June, 2020.

ATTEST:

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

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

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: CFM, LLC  
302 WALNUT STREET  
WATERLOO, IA 50703

THE CITY OF CEDAR FALLS HAS  
TEMPORARILY SUSPENDED  
ASSESSING FINANCE FEES DUE TO  
COVID-19

DATE: 3/31/20

CUSTOMER NO: 5015/5015

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	3/31/15	BEGINNING BALANCE			179.47
GFFIN	4/30/15	FINANCE CHARGE-GEN FUND			2.65
GFFIN	5/29/15	BILLING ERROR/WRITE-OFF FINANCE CHARGE-GEN FUND			2.65-
	7/09/15	PAYMENT			179.47-
CESNW	2/26/20	SNOW/ICE REMOVAL ON:1/31 PER ORDINANCE 19-4	36592	3/27/20	203.61
		PROFESSIONAL LAWN CARE INV.#15872			\$156.25
		CODE ENFORCEMENT			\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
	203.61		

DUE DATE: 4/30/20

PAYMENT DUE: 203.61  
TOTAL DUE: \$203.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/31/20 DUE DATE: 4/30/20 NAME: CFM, LLC  
CUSTOMER NO: 5015/5015 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$203.61



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

April 1, 2020

CFM, LLC  
302 Walnut Street  
Waterloo, IA 50703

Dear CFM, LLC,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal at 1934 Main on 1/31/20 for \$203.61, as well as late fees of \$0.00 for a total amount due of \$203.61. **If no payment is received by April 15, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure



INVOICE

Item 16.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: CFM, LLC  
302 WALNUT STREET  
WATERLOO, IA 50703

INVOICE NO: 36592  
DATE: 2/26/20

CUSTOMER NO: 5015/5015

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL ON:1/31 PER ORDINANCE 19-4	203.61	203.61
	PROFESSIONAL LAWN CARE INV.#15872		\$156.25
	CODE ENFORCEMENT		\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$203.61

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/26/20 DUE DATE: 3/27/20  
CUSTOMER NO: 5015/5015

NAME: CFM, LLC  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 36592  
TERMS: NET 30 DAYS

AMOUNT: \$203.61



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 1/28/2020 Case # 20-0033-SNOW
PROPERTY ADDRESS: 1934 Main St
Cedar Falls, IA 50613
CFM LLC
302 Walnut St
Waterloo, IA 50703

RE: Removal of Snow and Ice at 1934 Main St, Cedar Falls, IA 50613

Dear CFM LLC,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season. City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

Sec. 19-125. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk with 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319) 273-8600.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long, sweeping underline.

Officer Greg Rekward  
Code Enforcement Officer









DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** April 27, 2020  
**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) snow/ice removal by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Mark Getty  
1009 State Street  
Cedar Falls, IA 50613

\$109.86 February 2020  
0.00 2020 (fees)  
\$109.86 Total owed

Property address: 1009 State St., CF  
Parcel #8914-12-455-005

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

MARK GETTY

---

TO THE ABOVE-NAMED PERSON(S):

Mark Getty

PROPERTY DESCRIPTION:

1009 State Street, Cedar Falls, Iowa  
Black Hawk County Parcel #8914-12-455-005

LEGAL DESCRIPTION OF PROPERTY:

Auditors Plat No 15 CF, Lot 13,  
Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to remove snow and ice from the sidewalks abutting the property located at 1009 State Street pursuant to City of Cedar Falls Ordinance Section 19-186. This matter is currently set on the Cedar Falls City Council agenda for **June 1, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.



**Exhibit "A"**

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

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

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO REMOVE SNOW AND ICE FROM THE SIDEWALKS ABUTTING THE PROPERTY LOCATED AT 1009 STATE STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-12-455-005

WHEREAS, it was determined that the property located at 1009 State Street, being legally described as Auditors Plat No 15 CF, Lot 13, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-455-005, was in violation of City of Cedar Falls Ordinance Section 19-185 for failure to remove snow and ice from the sidewalks abutting the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not clear the sidewalks, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause sidewalks abutting the property located at 1009 State Street (Parcel ID 8914-12-455-005) to be cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the property cleanup were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to remove snow and ice from the sidewalks abutting the above-described property, in the amount of \$109.86, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$52.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 19-186, said real estate being legally described as follows:

Auditors Plat No 15 CF, Lot 13, Cedar Falls, Black Hawk County, Iowa,  
Parcel ID 8914-12-455-005

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 1<sup>st</sup> day of June, 2020.

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

ATTEST:

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

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 3/31/20

TO: MARK GETTY  
1009 STATE STREET  
CEDAR FALLS, IA 50613

CUSTOMER NO: 5545/5545

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	0/00/00	BEGINNING BALANCE			.00
CESNW	2/14/20	SNOW/ICE REMOVAL ON:2/12 PER ORDINANCE 19-4	36580	3/16/20	109.86
		PROFESSIONAL LAWN CARE INV.#15879			\$62.50
		CODE ENFORCEMENT			\$47.36

**THE CITY OF CEDAR FALLS HAS  
TEMPORARILY SUSPENDED  
ASSESSING FINANCE FEES DUE TO  
COVID-19**

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
	109.86		

DUE DATE: 4/30/20

PAYMENT DUE: 109.86  
TOTAL DUE: \$109.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/31/20 DUE DATE: 4/30/20 NAME: GETTY, MARK  
CUSTOMER NO: 5545/5545 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$109.86



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

April 1, 2020

Mark Getty  
1009 State Street  
Cedar Falls, IA 50613

Dear Mark Getty,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-snow removal on 2/12/20 for \$109.86, as well as late fees of \$0.00 for a total amount due of \$109.86. **If no payment is received by April 15, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 17.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: MARK GETTY  
1009 STATE STREET  
CEDAR FALLS, IA 50613

INVOICE NO: 36580  
DATE: 2/14/20

CUSTOMER NO: 5545/5545

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	SNOW/ICE REMOVAL ON:2/12 PER ORDINANCE 19-4	109.86	109.86
	PROFESSIONAL LAWN CARE INV.#15879		\$62.50
	CODE ENFORCEMENT		\$47.36

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$109.86

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 2/14/20 DUE DATE: 3/16/20  
CUSTOMER NO: 5545/5545

NAME: GETTY, MARK  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 36580  
TERMS: NET 30 DAYS

AMOUNT: \$109.86



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF
STREET/SIDEWALK VIOLATION TO BE ABATED: REMOVAL OF SNOW AND ICE

EFFECTIVE DATE OF THIS NOTICE: 1/28/2020 Case # 20-0040-SNOW
PROPERTY ADDRESS: 1009 State St
Cedar Falls, IA 50613

Mark D Getty
1009 State St
Cedar Falls, IA 50613

RE: Removal of Snow and Ice at 1009 State St, Cedar Falls, IA 50613

Dear Mark D Getty,

The City of Cedar Falls found that the public sidewalks are not being shoveled at the above address. It is the responsibility of the property owner to remove the snow and ice from the sidewalk abutting the property. Throughout the winter, the city will inspect public sidewalks for the removal of snow and ice after each measurable snowfall event. Your property is in violation for failure to remove the snow and ice on the public sidewalk within a reasonable amount of time. Please consider this letter as the only notice that you will receive this season. City Ordinance regarding the clearing of snow and ice from sidewalks is as follows:

A single path is not considered a clear sidewalk; the sidewalk needs to be cleared completely. Including the sidewalk to any road way.

Sec. 19-125. Removal of Snow and Ice.

The abutting property owner is responsible for the removal of the natural accumulations of snow and ice from the sidewalks abutting the property owner's property within a reasonable amount of time. The abutting property owner shall be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If the abutting property owner fails to remove the natural accumulations of snow or ice within a reasonable amount of time, the public works department may have the natural accumulations of snow or ice removed without notice to the property owner. Upon completion of the work, the public works director shall prepare and submit to the City Council an itemized and verified statement of the costs and a legal description of the property, and the costs shall be assessed against the abutting property for the collection in the same manner as a property tax. The assessment of such costs against the property does not relieve the abutting property owner of liability for damages imposed by this section. The city does not have a duty to remove natural accumulations of snow or ice from the sidewalks.

If the owner does not remove the snow and ice from the sidewalk with 48 hours from the date of this notice, the City will hire it done and the costs associated with the clearing will be assessed against your property.

If you have any questions regarding this notice, please contact the Code Enforcement office at (319)268-5186.

Your cooperation in this matter will be greatly appreciated.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read 'Greg Rekward', with a long horizontal flourish extending to the right.

Officer Greg Rekward  
Code Enforcement Officer







Item 17.





## 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:** June 1, 2020  
**SUBJECT:** Updating of Hearst Center monument sign on West Seerley Blvd.

### Summary

The original monument sign in front of the Hearst Center for the Arts dates to 1989 and still retains the original logo for the organization. The logo was redesigned in 2016. The proposed update of the sign includes removal and repainting, application the current logo, and reinstallation.

### Funding

Friends of the Hearst, the Hearst Center's 501(c)3 support organization, will cover all expenses for the project. Estimated cost is \$1690.00. Funding from Friends is generated through membership dues and charitable donations from the community.

### Permitting

The signage upgrade is exempt from the permit requirement per City Code Section 3-42: *The following shall not require a sign permit; however, the exemption from obtaining a permit shall not relieve the owner of a sign from the responsibility of erecting and maintaining such a sign and from compliance with the provisions of this article:*

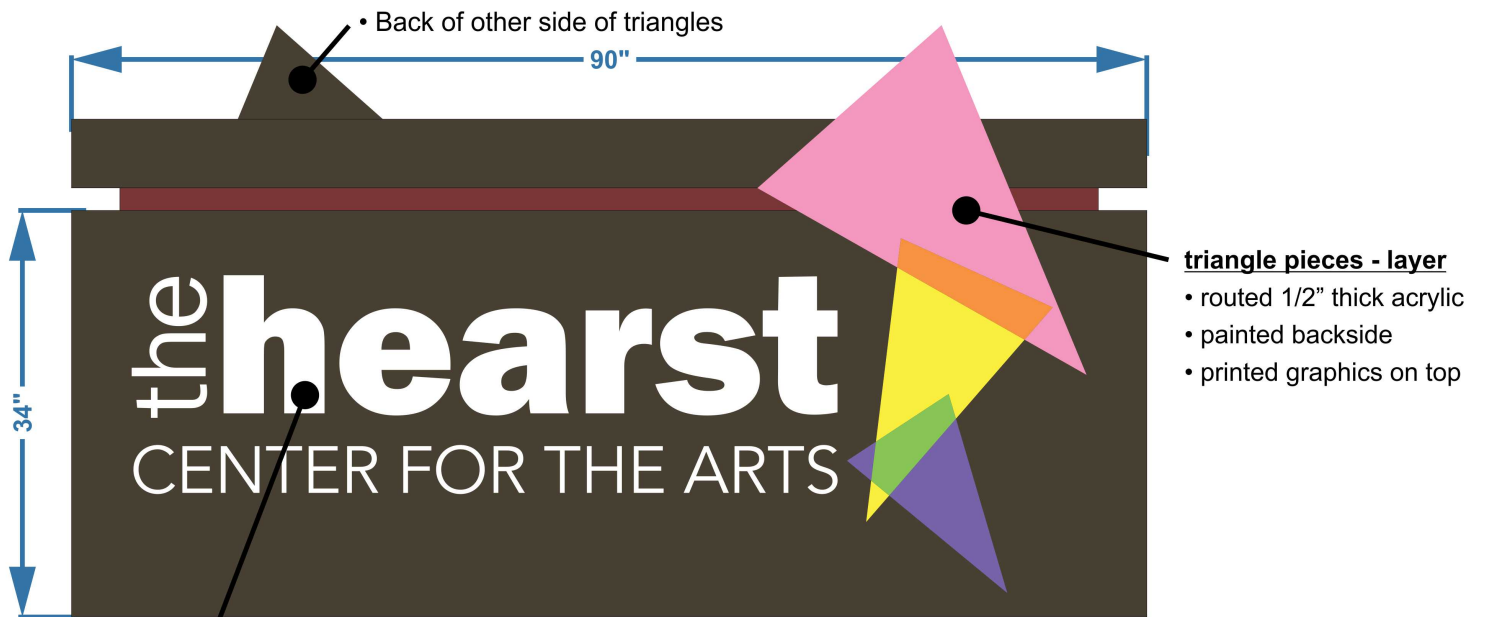
*(1) Servicing, painting, repairing or cleaning of an existing sign or the change of the advertising copy or message on a sign, unless a larger structural change is made.*

### Approvals

The Art and Culture Board approved the project on May 27, 2020. The Board recommends Council approve the updated monument sign at the Hearst Center. If approved, the project is anticipated to be complete by the end of June 2020.

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



**letters:**

- routed 1/4" thick acrylic
- white
- VHB on backside

**Existing sign**

- remove entire sign & bring back to shop
- remove current letters
- prep & paint entire sign
- fabricate as notes
- assemble
- re-install sign

- triangle pieces - layer**
- routed 1/2" thick acrylic
  - painted backside
  - printed graphics on top



## DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS  
 6510 HUDSON ROAD  
 CEDAR FALLS, IOWA 50613  
 PH: 319-268-4266  
 FAX: 319-277-9707

## MEMORANDUM

**TO:** The Honorable Robert Green and Cedar Falls City Council  
**FROM:** Heather Skeens, Cultural Programs Supervisor  
**DATE:** June 1, 2020  
**SUBJECT:** Amended Contract with Sculptor Gillian Christy

Please find attached an amended contract with sculptor Gillian Christy. The Public Art project described below was originally scheduled for installation at City Hall in June of 2020, and was approved by City Council at the January 20, 2020 meeting. I am requesting approval of the amended contract with extended deadlines and an installation schedule for June of 2021.

Due to ongoing disruptions caused by COVID-19, the artist was not allowed to continue work on fabrication of the sculpture in her Boston studio, and is currently still under 'stay home' orders. Concurrently, the cancellation of the 2020 Sturgis Falls celebration made it impossible to continue with the original installation and dedication plans for June of 2020. The attached amended contract reflects a revised schedule of work leading to an installation and public dedication of the final work during the 2021 Sturgis Falls celebration.

**Project Review:** The attached contract with Gillian Christy is for the design and fabrication of a sculpture to be installed at the west side of City Hall, at 220 Clay Street, near the main entrance. The City will complete the site work and foundation for the artwork. Electricity is available at the site and the City will provide uplighting. Site work will be funded through the Public Works budget (\$2,000.00). The Cedar Falls Public Art Committee (PAC) actively fundraised through their Cedar Falls Community Foundation account, receiving a large donation from the Crews family and additional donations from the community, to meet the project budget of \$20,000.00. The Cedar Falls Art and Culture Board approved \$5,000.00 of board funds to support the project in July 2019, and PAC will contribute \$2,000.00. The remaining \$13,000.00 was raised through private donations at the Community Foundation, including \$1,000.00 from the Cedar Falls Rotary.

If you have any questions or comments, please feel free to contact me.

**CC:** Stephanie Sheetz, Director of Community Development  
 Kim Manning, Visitors and Tourism Bureau/Cultural Programs Manager

## AGREEMENT BETWEEN SCULPTOR AND CITY OF CEDAR FALLS, IOWA

THIS AGREEMENT is made and entered into on this 22<sup>nd</sup> day of May, 2020, by and between Gillian Christy, whose mailing address for purposes of this Agreement is 11 Humphreys Street, Boston, Massachusetts, 02125 (hereinafter referred to as the "Sculptor") and the City of Cedar Falls, Iowa, whose mailing address for purposes of this Agreement is c/o City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter referred to as the "Owner").

### RECITALS

WHEREAS, Owner desires to have a public sculpture completed, to be displayed on its property at the prepared sculpture site on the west side of City Hall, at 220 Clay Street, in Cedar Falls, Iowa (hereinafter referred to as the "Site"); and

WHEREAS, Sculptor has prepared a description of the sculpture and an artist's plan and has delivered the same to Owner; and

WHEREAS, Sculptor has prepared plans and specifications for the sculpture's foundation; and

WHEREAS, Owner has approved said description of sculpture and artist's sketch and the plans and specifications for the foundation, and desires to commission the sculpture; and

WHEREAS, under the circumstances of the COVID-19 pandemic, completion of a previous agreement between the Owner and the Sculptor dated December 5, 2019 could not be completed, so the parties have agreed to rescind that previous agreement and enter into a new agreement; and

WHEREAS, the parties have reached agreement on this matter and desire to reduce their agreement to writing.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Scope of Work.

- (a) The Sculptor shall produce, deliver and install at Sculptor's sole cost and sole risk a sculpture (hereinafter referred to as the "Art Work") as described in the Sculptor's description of sculpture, plan sketch and model, attached hereto and marked Exhibit "A." The parties agree that the Art Work shall consist generally of stainless steel, at approximately 9'h x 8' w x 45"d, and will be delivered as portrayed in the attached renderings. The exact location of the Art Work will be determined by Department Director with consideration of ongoing site planning and City Hall renovations; final

placement will be near the building entry on the western-facing façade of City Hall.

- (b) The Owner shall locate and produce at the Site the necessary foundation for the Art Work as described in the Sculptor's plans and specifications for the foundation. At its option, the Owner shall produce lighting and landscaping at the Site.

Owner shall perform the necessary work to complete the foundation as called for in the plans and specifications for the foundation, attached hereto as Exhibit "B", within thirty (30) days prior to completion and delivery of the Art Work to the Site. Sculptor shall notify the Owner a reasonable amount of time in advance of when the Art Work will be delivered to the Site, so that Owner may arrange for the remaining foundation work to be performed in a timely manner.

2. Time Schedule.

- (a) Owner agrees that the Art Work installation is dependent on the placement and fabrication of the foundation and that this requires the foundation to be completed at a reasonable time before the sculpture installation can be finalized.
- (b) Sculptor agrees that the Art Work to be produced pursuant to the terms of this Agreement shall be commenced upon receipt of the first payment as set forth in Paragraph 4 of this Agreement, and shall be delivered to and installed at the Site no later than June 7, 2021.

3. Delay in Time Schedule. The parties agree that if Sculptor is delayed at any time in the progress of producing the Art Work by an act or neglect of Owner, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Sculptor's control, or by other causes which Owner in its sole discretion determines may justify delay, then the time for performance under this Agreement shall be extended for such reasonable amount of time as Owner, after consultation with Sculptor, may determine in Owner's sole discretion. Sculptor agrees that any claim of delay shall be communicated to Owner by written notice within ten (10) days after the occurrence of the event giving rise to such claim of delay.

4. Consequences of Delay in Time Schedule. Sculptor acknowledges that time is of the essence of this Agreement. The parties agree that if the Art Work is not delivered to and installed on the Site in accordance with the time schedule set forth in Paragraph 2 of this Agreement, then a penalty shall accrue based on the following schedule, with the amount of said penalty deducted from the consideration otherwise payable for the Art Work.

<u>If Art Work is not Delivered to and Installed on the Site by the Following Date:</u>	<u>The Following Penalty (Stated as a Percentage of the Consideration) Shall Apply:</u>
July 5, 2021	Ten (10) percent
August 2, 2021	Fifteen (15) percent
September 27, 2021	Twenty (20) percent

The parties agree that if the Art Work is not delivered to and installed on the Site by October 25, 2021 Owner shall be entitled to cancel this Agreement upon written notice to Sculptor, whereupon this Agreement shall be canceled, rescinded and terminated, and Sculptor shall be obligated to repay Owner all sums previously paid to Sculptor under the terms of this Agreement.. Owner shall thereupon have no further responsibility to Sculptor under this Agreement.

The parties agree that any delay approved by the Owner pursuant to Paragraph 3 of this Agreement shall extend the above-described deadlines by a period equal to the length of the delay approved by Owner pursuant to Paragraph 3 of this Agreement.

5. Acceptance and Approval of Art Work. Owner shall inspect and give written notice of approval or disapproval that the Art Work conforms to the design specified in this Agreement within fifteen (15) days after the Art Work is fully completed, delivered to and installed on the Site. If a written notice of approval or disapproval is not given to Sculptor within fifteen (15) days after completion and installation of the Art Work at the Site, then the Art Work shall be considered approved. Any notice of disapproval shall set forth the specific grounds thereof, and Sculptor shall then have a reasonable time, not to exceed thirty (30) days, to remedy Owner's objections and complete the Art Work, after which Sculptor shall give written notice of completion to Owner. Owner shall then proceed to inspect the Art Work and give written notice of approval or disapproval that the Art Work conforms to the design specified in this Agreement within ten (10) days after receipt of written notice of completion from Sculptor. After Owner's second inspection of the Art Work, if Owner reasonably believes the Art Work fails to

conform to the design specified in this Agreement, the parties shall attempt to resolve their differences, failing which either party may resort to legal action to resolve the dispute. Owner is not responsible for any damage, destruction, theft or other casualty to the Art Work prior to final acceptance by Owner.

6. Consideration. Owner agrees to pay Sculptor the total consideration of Twenty thousand Dollars (\$20,000) for completion of the Art Work and all related expenses of producing the Art Work, including transportation and delivery to the Site, and installation as provided in Paragraph 1 of this Agreement. Said consideration shall be paid to Sculptor in the following installments:
- (a) Fifty percent (50%) of the consideration shall be paid to Sculptor prior to commencement which payment is acknowledged by Sculptor to have been paid on January 21, 2020. (Check no. 133277)
  - (b) Fifty percent (50%) of the consideration shall be paid to Sculptor as final payment only upon delivery of the Art Work to the Site, final notice and approval thereof by Owner, and completion of installation of the Art Work at the Site.
7. General.
- (a) Sculptor's Costs. Sculptor shall be responsible for the following costs:
    - (1) His or her own labor;
    - (2) The cost of purchase of all materials.
    - (3) The cost of fabrication;
    - (4) The costs of transporting all materials either to the Sculptor's studio or to the Site, or both;
    - (5) The cost of labor and materials for installation of the Art Work at the Site, excluding the cost of labor, equipment, materials, and operation and rental of boom truck/crane to construct the foundation.
    - (6) Insurance during construction and installation of the Art Work; and
    - (7) All associated studio costs.
  - (b) Owner's Costs. Owner shall be responsible for the following costs:
    - (1) Installation assistance once sculpture elements are at the Site;



- (2) Cost of operation and rental of boom truck/crane to construct the foundation;
- (3) The cost of labor and materials to construct the concrete foundation, and at the Owner’s option, the cost of lighting, and landscaping to accompany the Art Work at the Site.
- (c) Sculptor shall personally supervise the installation of the Art Work at the Site.
- (d) Upon final installation of the Art Work and final payment to Sculptor, the Art Work shall become the property of Owner.

8. Insurance and Indemnification.

(a) Access to City Hall Grounds Granted to Sculptor; Insurance Requirements.

The City agrees that the Sculptor shall have access to City Hall Grounds at the site of placement of the artwork for installation. The City of Cedar Falls shall cause the Sculptor to furnish adequate insurance, workers’ compensation insurance, if applicable, and other insurance coverages and amounts protecting the City against liability to Sculptor or third parties in connection with any personal injury or property damage occurring on City-owned property while Sculptor is performing the installation, as follows:

- A. General Liability \$1,000,000  
 Shall include Personal and Advertising Injury coverage
  - i. Additional Insured  
 The City of Cedar Falls, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers
  - ii. Waiver of Subrogation
  - iii. Governmental Immunities Endorsement (see attached Exhibit “C”)
- B. Automobile \$1,000,000
- C. Standard Workers’ Compensation  
 Employers Liability:
  - Each accident \$500,000
  - Each employee – Disease \$500,000

Policy Limit

\$500,000

If Sculptor is a sole proprietor without workers' compensation insurance coverage, or does not qualify to carry such insurance coverage, Owner shall cause Sculptor to waive all rights of subrogation against the City with respect to any personal injury incurred by Sculptor arising out of the work performed at the site of installation while Sculptor is on city-owned property.

- (b) Indemnification of Owner. Sculptor agrees to indemnify, defend and hold harmless the Owner against any and all liability, and to pay for any and all damages, losses, claims, or expenses incurred by Owner in connection with Sculptor's negligence or failure to fully perform Sculptor's obligations under the terms of this Agreement. This indemnification shall include indemnification of Owner for reasonable expenses of enforcing this Agreement, including, but not limited to, reasonable attorneys' fees.

9. Reproduction Rights.

- (a) General. Sculptor retains all rights under the Copyright Act of 1976, 17 United States Code Sections 101 et seq., and all other rights in and to the Art Work except ownership and possession of the Art Work, and except as such rights may be limited by this subparagraph. Because the Art Work in its final form shall be unique, Sculptor agrees not to make any additional duplicate reproductions of the Art Work, nor shall Sculptor grant permission to any third person or entity to do so, without the express written permission of Owner in advance. Sculptor grants to Owner, at no additional cost, an irrevocable license to make a sufficient number of two-dimensional reproductions of the Art Work for educational purposes, including, but not limited to, reproductions used in advertising, calendars, posters, brochures, media, publicity, catalogs, and development projects, or other similar publications, provided that Owner's exercise of these rights is carried out in a professional and reasonable manner.
- (b) Notice. Owner agrees that all reproductions of the Art Work shall contain a credit to Sculptor and a copyright notice substantially in the following form: "© Gillian Christy 2020."
- (c) Credit to Owner. Sculptor shall use his best efforts to give credit to Owner in any public showing of reproductions of the Art Work under Sculptor's control, reading in substantially the following form: "An original Art Work owned and commissioned by the City of Cedar Falls, Iowa." Nothing contained in this subparagraph shall vary the limitations placed on Sculptor's rights under paragraph 10(a) of this Agreement.

(d) Registration. Sculptor shall cause a copyright of the Art Work to be registered with United States Register of Copyrights in the name of Sculptor, at Sculptor's expense.

(e) Injunction. The parties agree that an action for money damages may be an inadequate remedy for breach by either party of the terms of this paragraph, and accordingly the parties agree that in the event of the breach by either party of its obligations under this paragraph, the other party shall be entitled to seek a temporary or permanent injunction against the other party to enjoin violations of this Paragraph 10.

10. Legal Compliance. Sculptor and Owner agree to comply fully with all applicable laws, federal, state and local, applicable to this Agreement, including, but not limited to, provisions for Equal Employment Opportunity and Occupational Safety and Health. Sculptor agrees to comply with all ordinances, regulations and rules of Owner while on Owner's premises.

11. Sculptor an Independent Contractor. The parties agree that the nature of the relationship between Owner and Sculptor is that of principal and independent contractor, and Sculptor shall in no way be considered an employee of Owner.

12. Integration. This Agreement represents the entire and integrated agreement between Owner and Sculptor, and there are no promises, undertakings or other representations between the parties except as set forth in this Agreement, or in the exhibit or exhibits referred to in this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties, and their respective successors and assigns.

13. No Assignment. Neither party shall assign its rights or obligations under this Agreement to any other party or person.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Iowa, and any judicial proceeding arising from this Agreement shall be instituted in the Iowa District Court for Black Hawk County, in Waterloo, Iowa.

15. Notices. Notices required or permitted to be given under this Agreement shall be in writing and sent by ordinary mail to the other party at the respective addresses set forth in the introductory Paragraph of this Agreement, or sent by way of email to the email addresses set forth immediately below:

Owner:	City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613	Sculptor:	Gillian Christy 11 Humphreys Street Boston, MA 02125
--------	-------------------------------------------------------------------	-----------	------------------------------------------------------------

- 16. No Limitation. Nothing in this Agreement shall be construed to limit the rights and remedies of the parties that are available under the law.
- 17. Amendment. No amendment or modification of this Agreement shall be valid and binding unless made in writing and signed by authorized representatives of both parties.
- 18. Previous Agreement Rescinded. The agreement entered into by the Owner and the Sculptor dated December 5, 2019, regarding the same subject matter is hereby rescinded and shall be of no further force or effect. Each party excuses the other of performance under the rescinded agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CITY OF CEDAR FALLS, IOWA

  
\_\_\_\_\_  
Gillian Christy, Sculptor

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

ATTEST:

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



## ADMINISTRATION

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** May 26, 2020  
**SUBJECT:** Land Maintenance Agreement between the City of Cedar Falls and Thomas Greiner

As you may recall the City of Cedar Falls acquired approximately 200 acres of land from the Rieger family and from Artesian Earthworks just west of the West Viking Road Industrial Park in 2019 (see attached location map). The City has begun planning for the development of this property as part of the expansion of the industrial park, however because of interest by several industrial companies looking at a large portion or all of the property for their projects, site work for the original concept of the property is on hold until it is known whether these projects will locate in Cedar Falls.

Recently, city staff has had discussions with Thomas Greiner, who lives adjacent to the property at 2536 S. Union Road, regarding the maintenance of the property during the summer months. This property was farmed last year, but is not being farmed this year due to the status of the above-mentioned projects looking at this property for industrial purposes.

Mr. Greiner would like to maintain the property for the City by planting cover vegetation, while also doing soil erosion control and weed control on the property. There would be no fee involved, as Mr. Greiner would maintain the land for the City at his expense on the condition that he is able to remove the cover vegetation from the property later this summer.

Staff believes that the property would benefit from the conservation of the property by enacting soil erosion controls and noxious weed measures while the property is awaiting development, and it would benefit the City by avoiding the time and expense for city staff to enact these same measures.

City Attorney Kevin Rogers has prepared the attached Land Maintenance Agreement between Thomas Greiner and the City of Cedar Falls. Thomas Greiner has reviewed the agreement and is agreeable to the terms and conditions.

Therefore, it is recommended that the City Council adopt a Resolution approving and authorizing execution of a Land Maintenance Agreement between Thomas Greiner and the City of Cedar Falls, Iowa.

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

xc: Ron Gaines, P.E., City Administrator  
Kevin Rogers, City Attorney



**City-Owned Property  
In Question (200 Acres)**

**CITY OF CEDAR FALLS  
LAND MAINTENANCE AGREEMENT**

THIS LAND MAINTENANCE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF CEDAR FALLS, IOWA, an Iowa municipality, whose address, for the purpose of this Agreement is 220 Clay Street, Cedar Falls, Iowa, 50613 (the “City”), and Thomas Greiner, whose address for the purpose of this Agreement is 2536 S. Union Road, Cedar Falls, Iowa, 50613 (“Greiner”).

WHEREAS, the City has acquired and annexed into the City certain real estate situated in Black Hawk County, Iowa, a large portion of which is undeveloped agricultural land previously used for crop farming; and

WHEREAS, the undeveloped portion of the annexed land is legally described in Exhibit “A” attached (the “Premises”); and

WHEREAS, the City intends to develop the Premises as an industrial park but it is not anticipated that development will commence prior to September 30, 2020; and

WHEREAS, the Premises would benefit from sound conservation, soil erosion control and noxious weed control measures while awaiting development and it would be a public benefit for the City to avoid the time and expense of such measures; and

WHEREAS, Greiner has farmed the Premises in prior years and is familiar with it; and

WHEREAS, Greiner has agreed to plant cover vegetation on the Premises and institute other conservation, soil erosion control and weed control measures, all at his own expense on the condition that he be allowed to remove the cover vegetation to use as he sees fit; and

WHEREAS, the City and Greiner have reached agreement on the above matters and now wish to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Greiner agree as follows:

1. **ACCESS TO AND USE OF PREMISES.** The City hereby allows Greiner full and complete access to and use of the Premises for the purposes set forth herein for the term of this Agreement, commencing as of the date first stated above. Nothing herein shall be construed, however, as interfering with or diminishing in any way the City’s rights as owner of the Premises.



2. **MAINTENANCE OF PREMISES.** Greiner agrees to maintain the Premises in a manner consistent with sound conservation and soil erosion control practices and shall timely control all weeds, including noxious weeds, throughout the Premises. Greiner shall reasonably maintain existing watercourses, waterways, filter strips, ditches, drainage areas and tile drains. Greiner shall abstain from any practice which will cause damage to the Premises.

3. **PAYMENT.** Neither party shall pay any fee or rental under this Agreement. There shall be no sharing of profits, if any. Neither party shall be liable for any cost or expense incurred by the other party unless agreed to in writing in advance by the charged party. Greiner shall take no action that might cause a mechanic's lien or any other lien or encumbrance to attach to the Premises.

4. **TERM.** The term of this Agreement shall commence on the date first stated above and shall end at 11:59 p.m. on September 30, 2020, or on an earlier date as set forth in Paragraph 5 below. The term may be extended by mutual written agreement of the parties.

5. **INDUSTRIAL PARK.** Greiner acknowledges and agrees that the Premises will be developed as an industrial park by the City, but that the pace of development is uncertain at this time. Therefore, the City may require that Greiner's access to and use of all or a part of the Premises may be terminated prior to September 30, 2020. In the event that it is necessary or appropriate, in the sole discretion of the City, to develop all or part of the Premises prior to September 30, 2020, the City agrees to provide notice of such development to Greiner as soon as practicable, but no later than 30 days prior to the date that development commences, at which time Greiner's access to and use of the Premises shall end. Development includes any use of the Premises by the City consistent with the sale or lease of any part of the Premises and preparation for and commencement of any construction or construction preparation on any part of the Premises. Assuming proper notice has been given as provided herein, Greiner waives any and all claims arising out of or in any way connected to such early termination.

6. **COVER VEGETATION.** Greiner may at his own cost and expense plant, sow or seed cover vegetation and also remove such cover vegetation on the Premises that is consistent with sound conservation and soil erosion control practices and as well as weed control. The City shall approve such cover vegetation in advance, which approval shall not be unreasonably withheld. No row crops may be planted. The City waives any interest in such vegetation, including stubble or residue. Greiner acknowledges and agrees that he may be required to remove such vegetation, if at all, within 30 days of notice as provided in Paragraph 5 above.

7. **ENVIRONMENTAL.** Greiner shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Greiner shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved, and in a manner consistent with manufacturer recommendations. No chemicals shall be stored on the Premises. No chemicals or chemical containers shall be disposed of on the Premises. Greiner shall

immediately notify the City of any chemical discharge, leak or spill. No solid or liquid waste of any kind shall be disposed of anywhere on the Premises. Greiner shall employ all appropriate means to ensure that well or groundwater contamination does not occur. Trees shall not be destroyed or removed from the Premises.

8. **FARM PROGRAMS.** Greiner shall not participate in any program offered by the U.S. Department of Agriculture or State of Iowa related to crop production or soil conservation affecting the Premises (this includes, without limitation, CRP programs).

9. **NO IMPROVEMENTS.** No structures, fences, buildings, hard surfacing, driveways, sidewalks or other improvements shall be erected, constructed, installed, placed or stored on the Premises. Vehicles, tools and equipment may not be kept or stored on the Premises but may be temporarily placed while being used on the Premises. Greiner assumes all risk of damage to vehicles, tools and equipment used on the Premises.

10. **NO WARRANTY.** Greiner takes the Premises as is, without warranty, express or implied, as to the condition of the Premises or its suitability for any particular purpose. No representation or warranty is given regarding environmental conditions on the Premises. Greiner acknowledges that he has had sufficient opportunity to inspect the Premises.

11. **NO HUNTING.** No hunting of any kind shall be allowed on the Premises.

12. **NO AGENCY.** Neither party is the employee or agent of the other.

13. **NO ASSIGNMENT.** This Agreement shall not be assigned unless written approval is given in advance by the non-assigning party.

14. **TERMINATION.** This Agreement may be terminated by either party without cause upon 30 days written notice to the address of the other party. The parties shall retain all legal and equitable remedies after termination.

15. **NOT A FARM TENANCY.** The parties agree that this Agreement is not a farm tenancy as defined in Chapter 562 of the Code of Iowa so that the provisions of such Chapter do not apply to this Agreement.

16. **INSURANCE.** Greiner shall show proof of general liability insurance in the amounts of \$ \_\_\_\_\_ for each occurrence and \$ \_\_\_\_\_ in the aggregate for the Premises and shall keep such insurance in force for the entire term of this Agreement, including any extension.

17. **INDEMNITY AND HOLD HARMLESS.** To the fullest extent permitted by law, Greiner agrees to defend, pay on behalf of, indemnify, and hold harmless the City and the City's elected and appointed officials, employees, agents and assigns (collectively the "City"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property

damage, by any person or entity, including by Greiner or any other person or entity on the Premises with the permission, express or implied, of Greiner (collectively "Greiner"), which arises out of or is in any way connected or associated with the use of the Premises or any part thereof, to the extent arising out of the errors, omissions or other fault of Greiner. Further, Greiner hereby waives any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City, including but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the use of the Premises or any part thereof.

**18. NOTICES AND DEMANDS.** All notices shall be given to the parties hereto at the addresses listed above unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under the terms of this Agreement when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

**19. PROVISIONS BINDING.** Each and every covenant and agreement herein shall extend to and be binding upon the respective successors and assigns of the parties.

**20. ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter.

**21. CITY COUNCIL APPROVAL.** This Agreement shall not be effective unless and until approved by the City Council of the City.

IN WITNESS WHEREOF, the City and Greiner have executed this Land Maintenance Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

**CITY OF CEDAR FALLS, IOWA**


By:

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

Attest:

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

Thomas Greiner



\_\_\_\_\_

Signature

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

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green as Mayor and Jacqueline Danielsen, MMC, as City Clerk, both on behalf of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## 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:** Shane Graham, Economic Development Coordinator  
 Matthew Tolan, EI, Civil Engineer II  
**DATE:** May 26, 2020  
**SUBJECT:** The Arbors Preliminary Plat Amendment

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**REQUEST:** Request to approve an amendment to The Arbors Preliminary Plat  
**PETITIONER:** Midwest Development Co., Owner; CGA Engineering, Engineer  
**LOCATION:** The property is located north of Viking Road and west of Arbors Drive

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#### PROPOSAL

The Arbors subdivision has been active in single family residential development for the past few years. In total, there are six (6) phases of development. The first three phases have been approved and are located on the east half of the subdivision. The remaining three phases will continue at the northwest corner and proceed to the southwest corner of the plat.

The developer has decided to increase the density of this subdivision by adding 39 additional lots to accommodate two-unit dwellings along the western and southern edge of the subdivision. Another important change included in this plat is a second street connection to the west that is planned in the Arbors Sixth Addition. Therefore, a change in the RP zoning plan for the Arbors to increase the overall number of lots from 204 to 243 with new street alignments are being considered by the Planning and Zoning Commission.

#### BACKGROUND

In April 2014 the City Council approved rezoning this property from A-1 Agricultural to RP Planned Residential District, as well as approving a Preliminary Plat for this subdivision (82.5 total acres). The RP District plan and Preliminary Plat showed a future build-out for up to 204 one- and two-family dwellings in six "phases". Arbors First Addition was approved by the City Council in April 2015 and included 30 residential lots. The Arbors Second Addition was approved by the City Council in September 2016 included 30 residential lots. The third addition was approved by the City Council in November 2017 includes 33 residential lots. The first three phases of this subdivision occupy the eastern one-half of the 82 acres. These three phases are developed according to the approved preliminary plat.

After the first three phases of development was underway, the developer submitted a revised plat to the Planning and Zoning Commission in the spring of 2018. The phasing plan for the Fourth, Fifth and Sixth was adjusted to continue with the development in the northwest corner and proceed to the southwest corner of the subdivision. This phasing plan was shifted to accommodate the change in the street connections to the adjacent property. According to the original preliminary plat, a street connection (Woodbury Drive) was identified to access the property to the north of this plat. At that time, the Planning and Zoning Commission and City Council determined that a street connection was no longer needed due to the future development of a playground along the north side of the Fourth Addition. Additionally, the western street connection was shifted to the south from Maple Grove Drive to Autumn Woods Drive. This provides one street connection to the western edge of the subdivision.

### STAFF ANALYSIS

Midwest Development Co. continues with the development of the Fourth, Fifth and Sixth addition of The Arbors subdivision. The development will continue in a counterclockwise direction with the Fourth addition at the northwest corner of the subdivision. The developer's engineer submitted construction plans for the Fourth Addition and will present the final plat to the Planning and Zoning Commission in the coming months.

Recently, the developer requested a change in the number of lots that were originally approved in the preliminary plat. They intend to construct several duplex units along the western and southern edge of the subdivision. This increased the original number of lots from 204 to 239 or 39 lots. The following table shows the number of lots in the final three phases of this subdivision.

Phase	No. of Single Unit Lots	No. of Duplex lots	Total Lots	Original No. of Lots
Fourth	43	10	53	45
Fifth	32	16	48	36
Sixth	23	26	49	31
Total	98	52	150	112

The creation of these additional lots formalizes the ownership of the land under each duplex dwelling. From the start of the original preliminary plat, the developer intended to construct one- and two-family dwellings. During the first three phases of this subdivision, there were only single-family dwellings constructed. Now the developer has identified where they intend to construct the two-family dwellings along the western and southern edge of the subdivision. The proposed density of this subdivision with the additional duplex dwellings will increase from 2.48 dwellings per acre to 2.96 dwellings per acre. This is a modest increase that is still considered low density residential.

Along with this density change a new street layout is proposed for the Sixth Addition. The original preliminary plat showed Timber Cove Drive curving to the north with a short cul-de-sac in the southwest corner of the subdivision. This essentially cut off the access for a future street to the west. City staff has been working with the developer to come up with an alternate plan that will allow additional lots as well as a street connection to the west. The developer reviewed this option and presented the revised plat with a new street layout by eliminating the curve and cul-de-sac by extending Timber Cove Drive to the westerly edge of the subdivision. This will create two street connections to the western edge of the plat for future development.

Additionally, a pedestrian connection in the Fourth Addition is identified between Lots 14 and 15 to accommodate a sidewalk connection from Arbor Ridge Road to the future playground on the north side of the subdivision.

At the Planning & Zoning Commission meeting on April 15<sup>th</sup>, a Commission member questioned if there were housing need projections for different housing types and values housing within the Comprehensive Plan. Staff reviewed the Comprehensive Plan and found that there isn't any specific information regarding the valuation of homes. However, it does indicate that over a 20-year period (2010-2030), there will be a need for 3,778 housing units, or 189 units per year. Of these units, approximately 70% will be single family detached units, 10% will be single family attached townhomes or duplexes, and 20% will be multi-family. These estimates follow similarly to data found between 2000 and 2010.

When looking at the entire Arbors Subdivision (1<sup>st</sup> through 6<sup>th</sup> Additions), there are shown a total of 192 single family units and 26 duplex units. This equates to a percentage of 13.5% duplex units within the entire subdivision, which is close to the percentage of duplex units as indicated in the Comprehensive Plan.

Some concern was indicated by the public at the Planning & Zoning Commission meeting about the proposed zero lot line dwelling units, and what impacts they may have on the neighborhood. In order to maintain the residential character and quality of the neighborhood, staff recommends that the development agreement, which was approved when the property was rezoned to RP Planned Residential District in 2014, be amended to include some additional stipulations regarding the zero lot line dwellings, as listed below:

1. A variation in siding color between each adjacent two-unit dwelling;
2. At least two different building models will be used, including a one-story and two-story model;
3. A variation in design elements between each adjacent two-unit dwelling, such as doorway designs, sidelight windows, entranceway canopies, pilasters, pediments, brick and stone accents, raised entry cornices, trim colors, and similar;
4. Front yard paving shall be minimized to the extent feasible to provide adequate space for front yard landscaping and a safe public sidewalk environment;
5. The driveway width as measured at the streetside lot line shall not exceed 18 feet;
6. Garages shall not exceed 22 feet in width; and
7. Minimum driveway spacing from the intersection of a collector street or arterial street shall be 75 feet.

Based on the proposed stipulations regarding the development of the zero lot line dwellings within the subdivision, staff believes that these units will maintain the residential character and quality of the neighborhood. A copy of the Addendum to Development Procedures Agreement is included in your materials.

#### TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer will be responsible for extending the utility services to the proposed development.

The developer will need to make the necessary accommodations for temporary a turnaround at

the west end of Autumn Woods Drive in the Fifth Addition and Timber Cove Drive and Timber Creek Circle in the Sixth Addition. This subdivision includes a four-foot public sidewalk across all lot frontages.

The subdivision will route the stormwater through the back of the lots to the northwest corner of the Fourth Addition the empty into Tract A, a stormwater management area. This Tract is the fourth detention basin for the entire Arbors development. The plan is to convey the stormwater through a series of easements and storm sewers. The Fourth Addition will be graded to flow the storm water to the northwest corner of the subdivision and the Fifth and Sixth Additions will be graded to flow to the east into the existing basins found in the First and Second Addition. A stormwater maintenance and repair agreement has been submitted to the City for the management of these areawide stormwater basins.

### STAFF RECOMMENDATION

The Community Development Department has reviewed this amended preliminary plat and recommends approval.

### PLANNING & ZONING COMMISSION

Discussion 04/22/2020 Chair Holst introduced the item and Mr. Graham provided background information. He explained that the plat is located west of Arbors Drive and north of Viking Road and the new Aldrich Elementary School and provided information regarding the original preliminary plat approved in 2014. He explained revisions made in 2018 with regard to the locations of the plats and discussed the newly proposed revisions, which includes creating a public easement, creation of additional smaller size lots for duplexes, removal of a cul-de-sac and necessary street redesign. He provided renderings of the proposed duplexes and their designs. At this time, the item is being brought to the Commission for discussion and public comments, noting that staff is comfortable with a decision tonight if the Commission prefers to do that.

Kevin Fittro, Skogman Homes\Midwest Development, provided the perspective of the developers on the proposed changes. The phasing will be changed to accommodate the school and he explained that the timing will be dependent on the sales. He stated that the building types were changed based on market demand. The intention is to blend the duplexes into the single-family homes in the neighborhood, and noted that the street extension to the west was requested by the City.

Amy Rube, 2932 Timber Cove, stated that when they first built their home they believed that there would only be single-family homes and stated her concerns with the home values. She also asked about the phases and when they will begin and whether these will be owner occupied or rental units. Mr. Fittro stated that they don't have a specific time yet, but as the sixth addition his best guess would be based on each addition taking roughly a year to a year and a half and there would be three additions before that one. He stated that he doesn't believe that the duplexes will affect the home values. Ms. Rube asked if a clause can be added that would not allow rentals. Mr. Fittro stated that they would have to speak to their attorney as they would not be able to tell a single-family homeowner that they could not rent, so it may not be an option with the duplexes.



Ms. Prideaux asked about the projected population and price range for the housing needs. Ms. Howard stated that staff can look into that information. Mr. Larson asked what makes the decision on whether or not a vote needs to go through two meetings as opposed to one. Ms. Howard stated that the decision is up to the Commission. Typically there are two meetings to allow the public to get more information and have discussion.

Mr. Leeper stated that it seems that homeowners seem to be unclear on what is allowed in certain zoning districts when they purchase their homes. He asked if there is anything that can be done to help homeowners understand what is possible with the zoning codes. Ms. Howard provided clarification on the zoning and plan development. Mr. Larson suggested getting information to realtors with regard to zoning and potential development so they can pass that information on to potential buyers.

This item will be brought back and discussed at the next Planning & Zoning Commission meeting.

Vote  
05/13/2020

Chair Holst introduced the item and Mr. Graham provided background information. He explained that the item was discussed at the previous meeting and gave a brief recap of the project. He discussed the original plat from 2014, revisions made in 2018 and he then described the changes being proposed. He displayed potential duplex designs for the area and the price ranges, and discussed the proposed addendum to the Original Development Procedures Agreement. Staff recommends approval of the amended preliminary plat subject to conformance with staff recommendations and any additional comments from the Commission. Mr. Holst asked about the requirements based upon the zoning, and whether the density is changed much.

Kevin Fittro discussed that the market drives the need for these duplex style homes.

Amy Rube, 2932 Timber Cove Drive, commented that it would be helpful for developers to explain to potential buyers the potential changes that could come in the neighborhood and have transparency with regard to the kinds of housing that could be built. She also noted that she would like to have some assurance that the values of the new construction would not decrease and stated that she would prefer that steps be taken to keep these units from becoming rentals.

Mr. Fittro stated that he understands the concerns of the homeowners, but noted that as developers and builders, it is also in their best interest to keep a quality neighborhood so they are doing things in a way in which it will be good for all parties.

Mr. Larson asked about the one and two story units and how the need for either is driven. Mr. Graham stated there is nothing in the code that specifies a need for

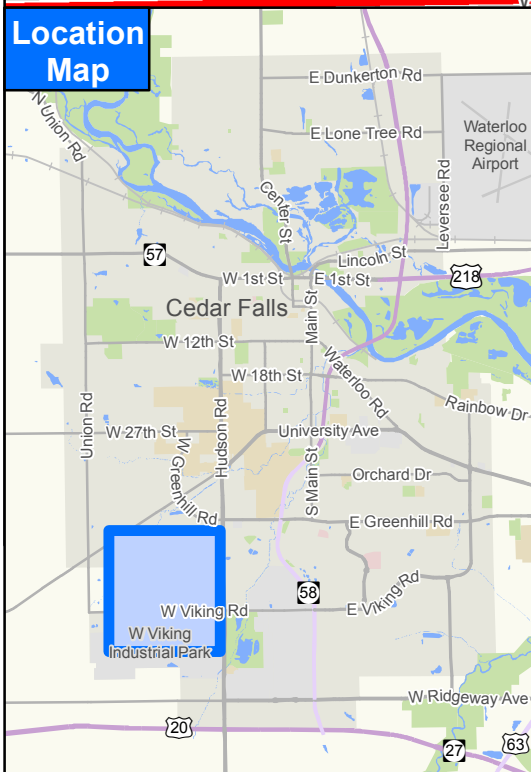
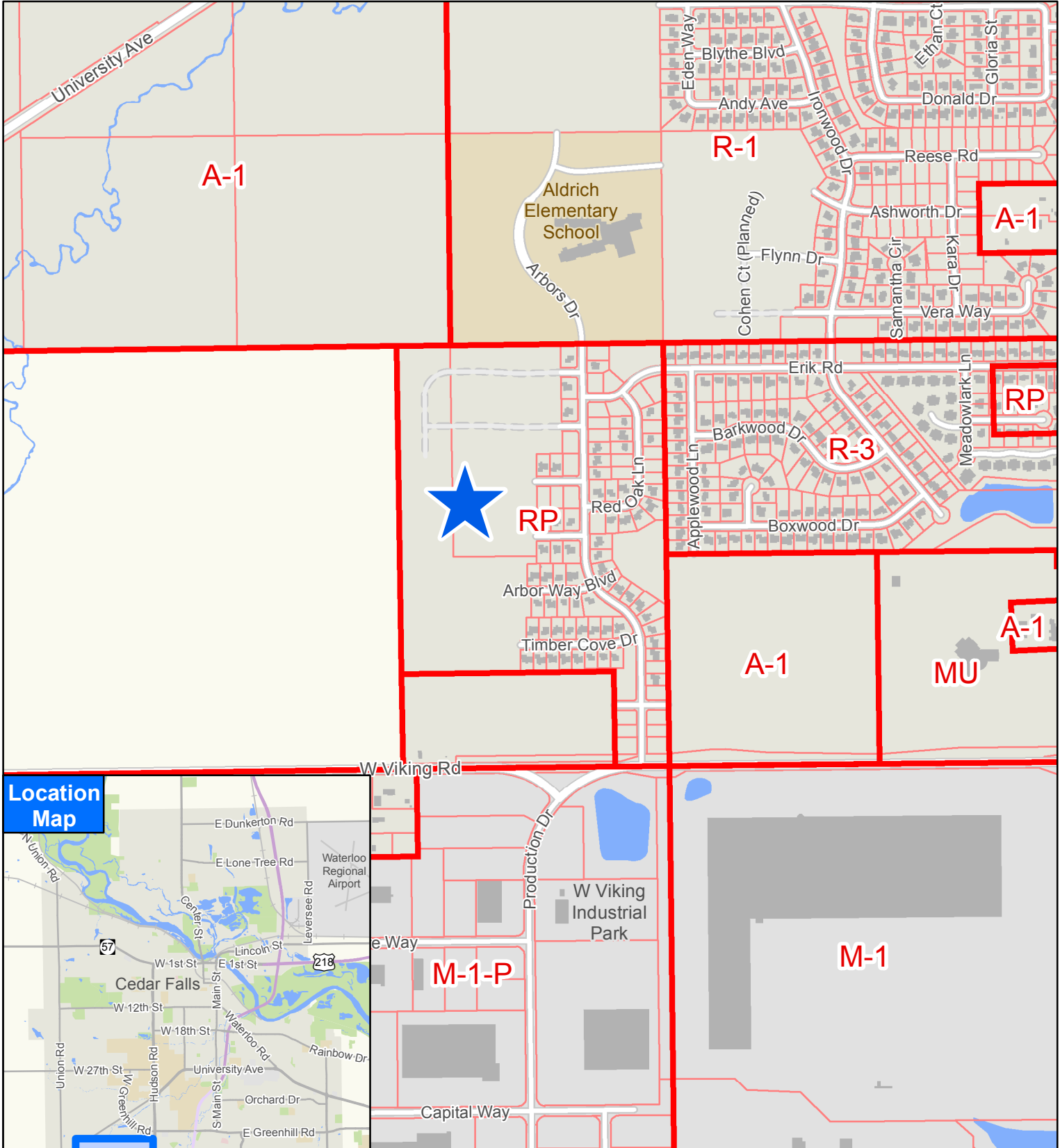
a certain percentage of one or the other. Mr. Fittro stated that it would be market driven.

Mr. Leeper asked staff it is reasonable to consider recommendations for getting zoning information out to the public and homebuyers so they are aware of what kinds of projects are allowed in different areas. Ms. Howard noted that education for realtors is an option, but the City cannot be certain of how information will be passed on from that point. There is no guarantee that things won't change down the road. Staff would be willing to work with anyone who has questions.

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

# Cedar Falls City Council June 1, 2020

Item 21.



The Arbors Preliminary Plat Amendment

# THE ARBORS FOURTH, FIFTH, AND SIXTH ADDITION PRELIMINARY PLAT

CEDAR FALLS, IA  
MAY 2020

### LEGEND

EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL

### LEGAL DESCRIPTION

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND PARCEL "B" ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M. AND PARCEL "B" RECORDED IN INSTRUMENT #2014-13132 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, EXCEPT THE ARBORS FIRST ADDITION RECORDED IN INSTRUMENT #2015-19403, THE ARBORS SECOND ADDITION RECORDED IN INSTRUMENT #2017-6104, AND THE ARBORS THIRD ADDITION RECORDED IN INSTRUMENT #2018-10409 ALL RECORDED IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, CONTAINING 41.84 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

### OWNERS OF RECORD

MIDWEST DEVELOPMENT CO.  
411 FIRST AVENUE SE  
CEDAR RAPIDS, IA

### FLOOD ZONE

(ZONE X)  
PANEL # 19013C0276F  
EFFECTIVE DATE: JULY 18, 2011

### SETBACK DATA

FRONT YARD = 25 FT  
REAR YARD = 30 FT  
SIDE YARD\* = 5 FT. (\*EXCEPT AS NOTED)

\*LOTS MAY BE SPLIT OR DIVIDED TO PROVIDE FOR MORE LOT AREA BY BEING ADDED TO AN ADJOINING LOT. SIDE YARD SETBACKS SHALL BE BASED ON OWNERSHIP/PROPERTY LINES RATHER THAN PLATTED LOT LINES.

### SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #22634
- PARCEL OR LOT CORNER MONUMENT FOUND AS NOTED ON PLAN
- SET 1/2" x 30" REBAR w/ORANGE PLASTIC ID CAP #22634
- ( ) RECORDED AS

### SURVEYOR AND ENGINEER

MARC C. HOODJER, P.L.S.  
DARYL ALBERSTON, P.E.  
CLAPSADDLE-GARBER ASSOCIATES  
P.O. BOX 754 - 16 E. MAIN STREET  
MARSHALLTOWN, IOWA 50158  
(641)752-6701

### ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

### SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO.  
411 FIRST AVENUE SE  
CEDAR RAPIDS, IA

### RESTRICTIONS

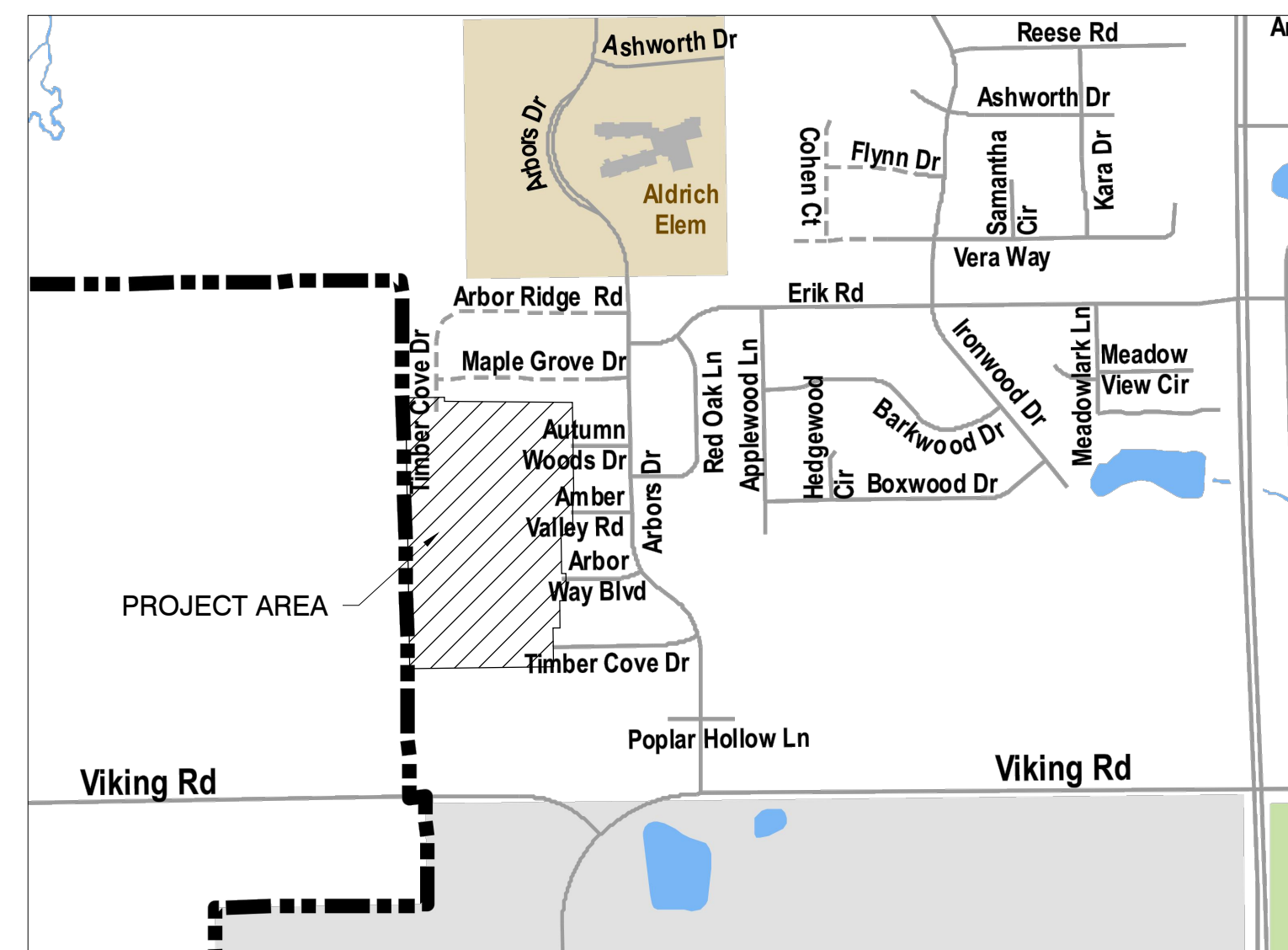
(SEE DEED OF DEDICATION)

### CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

### NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAN NORTH ZONE

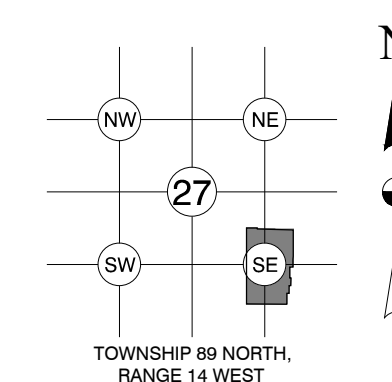


VICINITY MAP  
NOT TO SCALE

### TRACTS

- A. - STORM WATER MANAGEMENT
- B. - STREET RIGHT OF WAY

PHASE	LOTS	TRACT
4	53	"A" & "B"
5	48	"A" & "B"
6	49	"B"
TOTAL	150	



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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Daryl D. Albertson, PE  
Iowa License Number 20477  
My license renewal date is December 31, 2020

Pages or sheets covered by this seal: \_\_\_\_\_

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Iowa.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Marc C. Hoodjer, PLS  
Iowa License Number 22634  
My License Renewal Date is December 31, 2018

Pages or sheets covered by this seal: \_\_\_\_\_

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

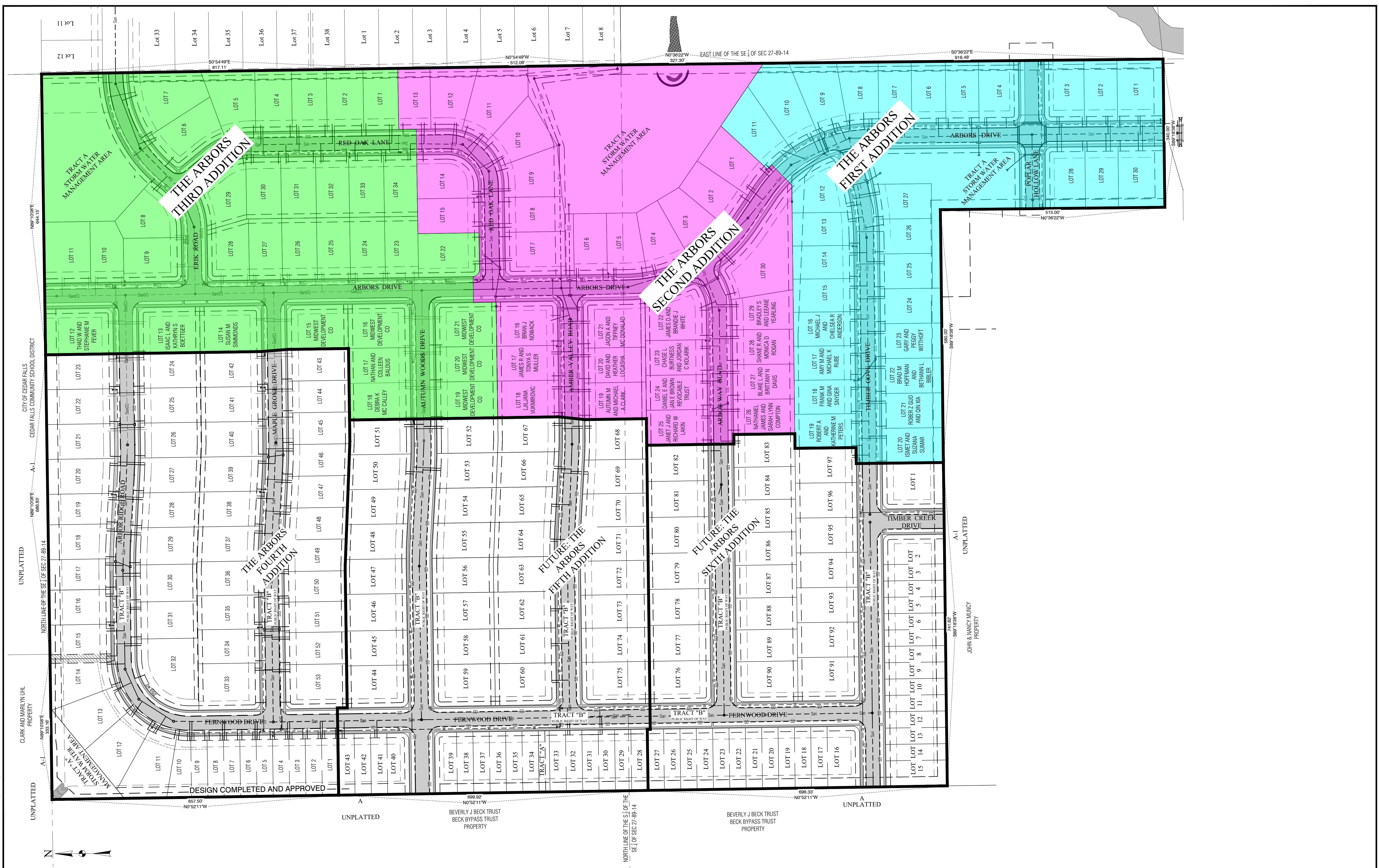
Clapsaddle-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0258  
www.cgaconsultants.com

DESIGNED: NCB	DATE: 11-26-2019
DRAWN: SJC	DATE: 03-04-2020
CHECKED: MCH	DATE: 03-09-2020
APPROVED: _____	DATE: _____

## THE ARBORS ADDITION CEDAR FALLS, IOWA

## PRELIMINARY PLAT

PROJECT NO. 5622
SHEET NO. 1 OF 5



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NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20

NO.	REVISION	BY	DATE

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-399-0250  
 www.cgaconsultants.com

DESIGNED: NCB	DATE: 03-09-2019
DRAWN: SJC	DATE: 03-04-2020
CHECKED: MCH	DATE: 01-16-2020
APPROVED:	DATE:

# THE ARBORS ADDITION

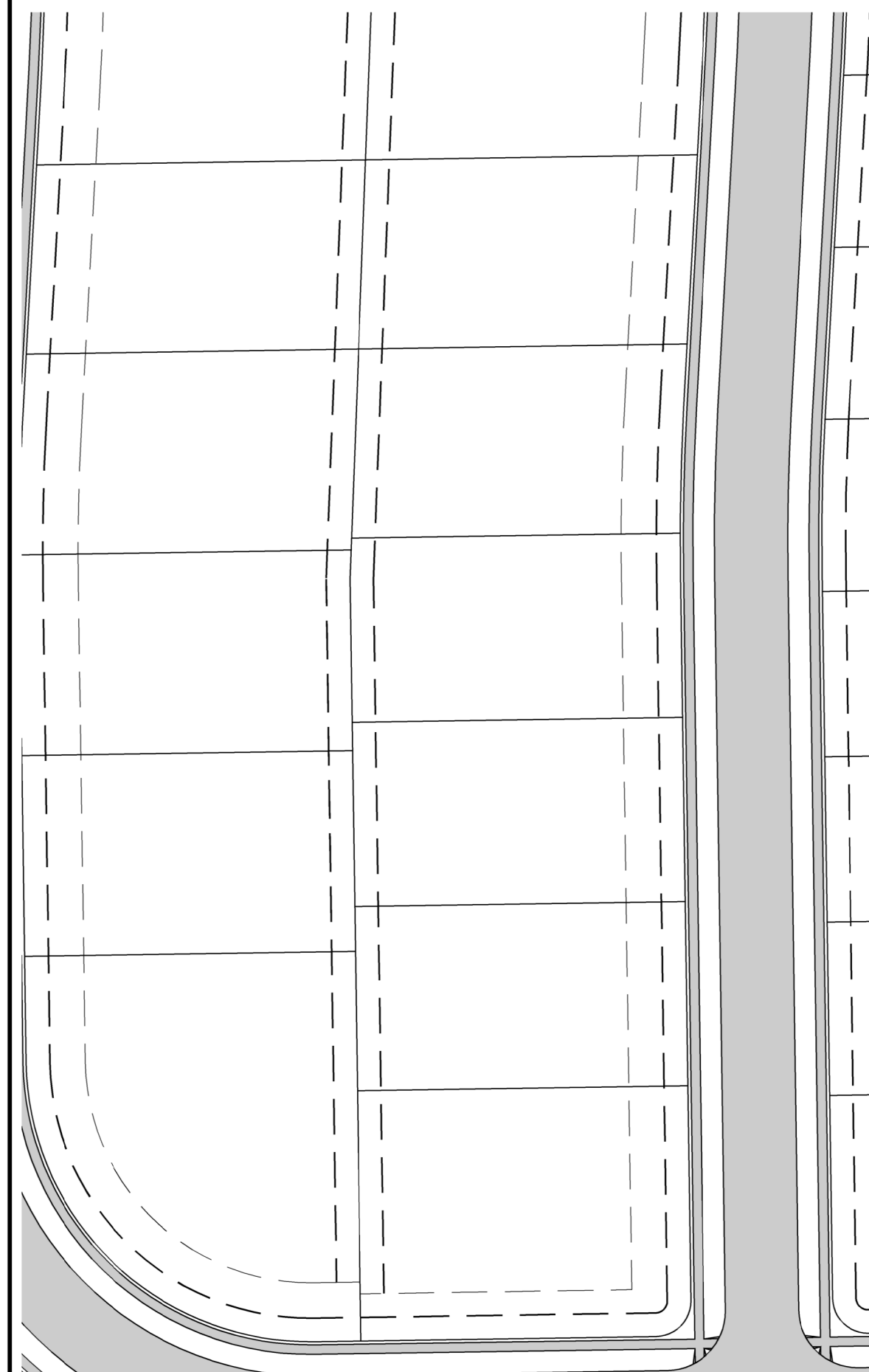
CEDAR FALLS, IOWA

## PRELIMINARY PLAT

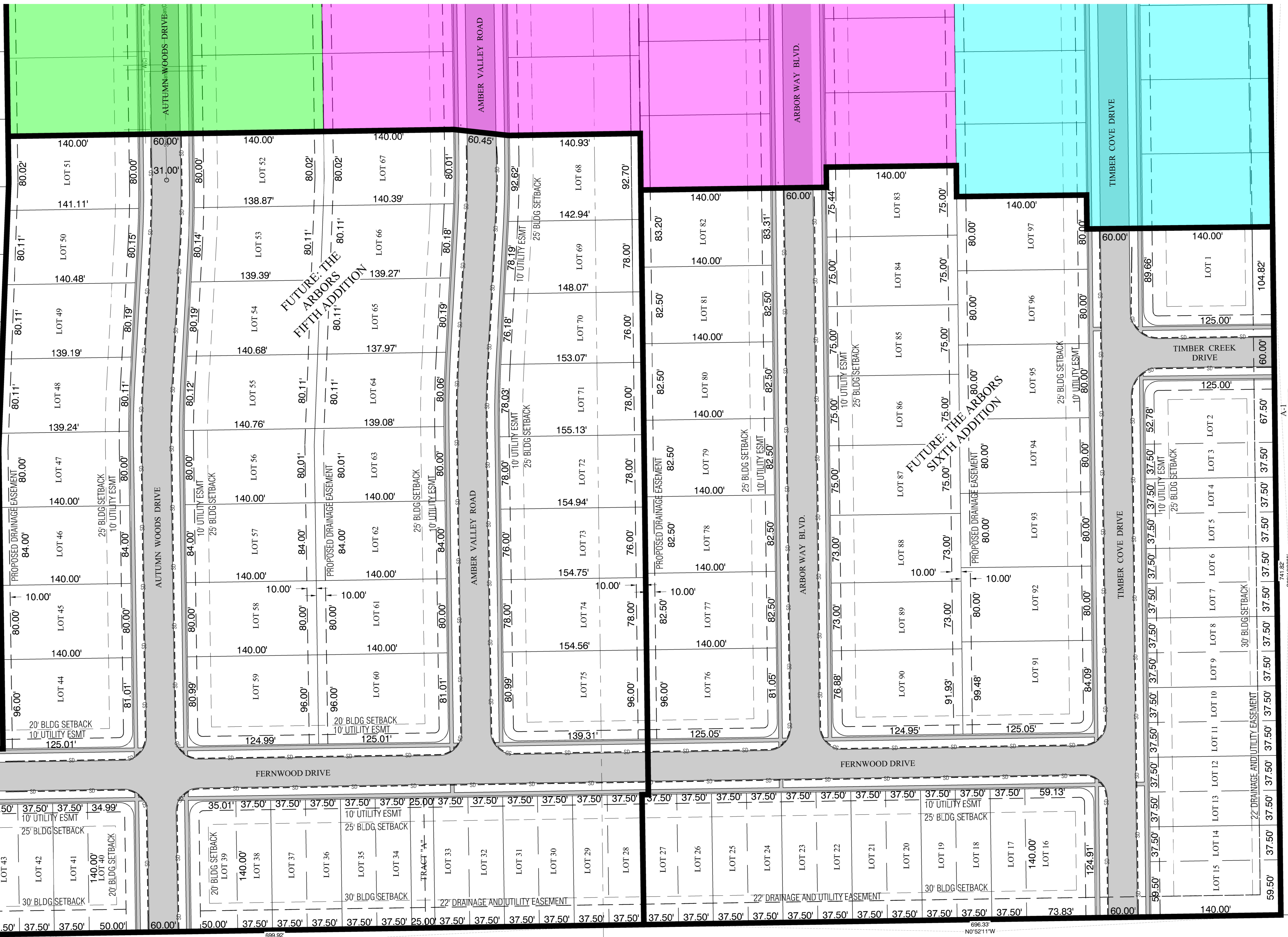
PROJECT NO.	5622
SHEET NO.	2 OF 5

**LOT FRONTAGE AT BUILDING SETBACK FOR IRREGULAR SHAPED LOTS**

LOT NUMBER	CHORD DISTANCE (FT.) AT 30' SETBACK
4TH ADDITION - LOT 9	37.50
4TH ADDITION - LOT 10	37.50
4TH ADDITION - LOT 11	72.69
4TH ADDITION - LOT 12	72.99
4TH ADDITION - LOT 13	75.99
4TH ADDITION - LOT 14	76.00

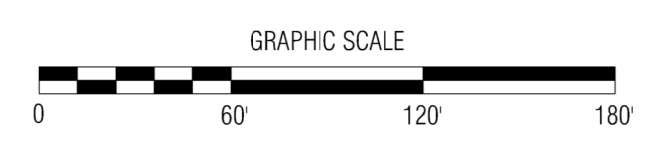
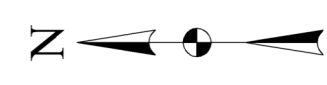


SEE SHEET 4 OF 5



FUTURE: THE ARBORS FIFTH ADDITION

FUTURE: THE ARBORS SIXTH ADDITION



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-6258  
 www.cgarcs.com

DESIGNED: NCB DATE: 11-26-2019  
 DRAWN: SJC DATE: 03-04-2020  
 CHECKED: MCH DATE: 03-09-2020  
 APPROVED: DATE:

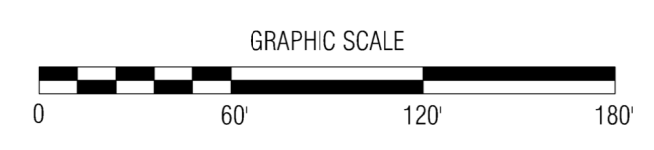
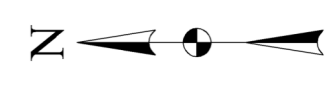
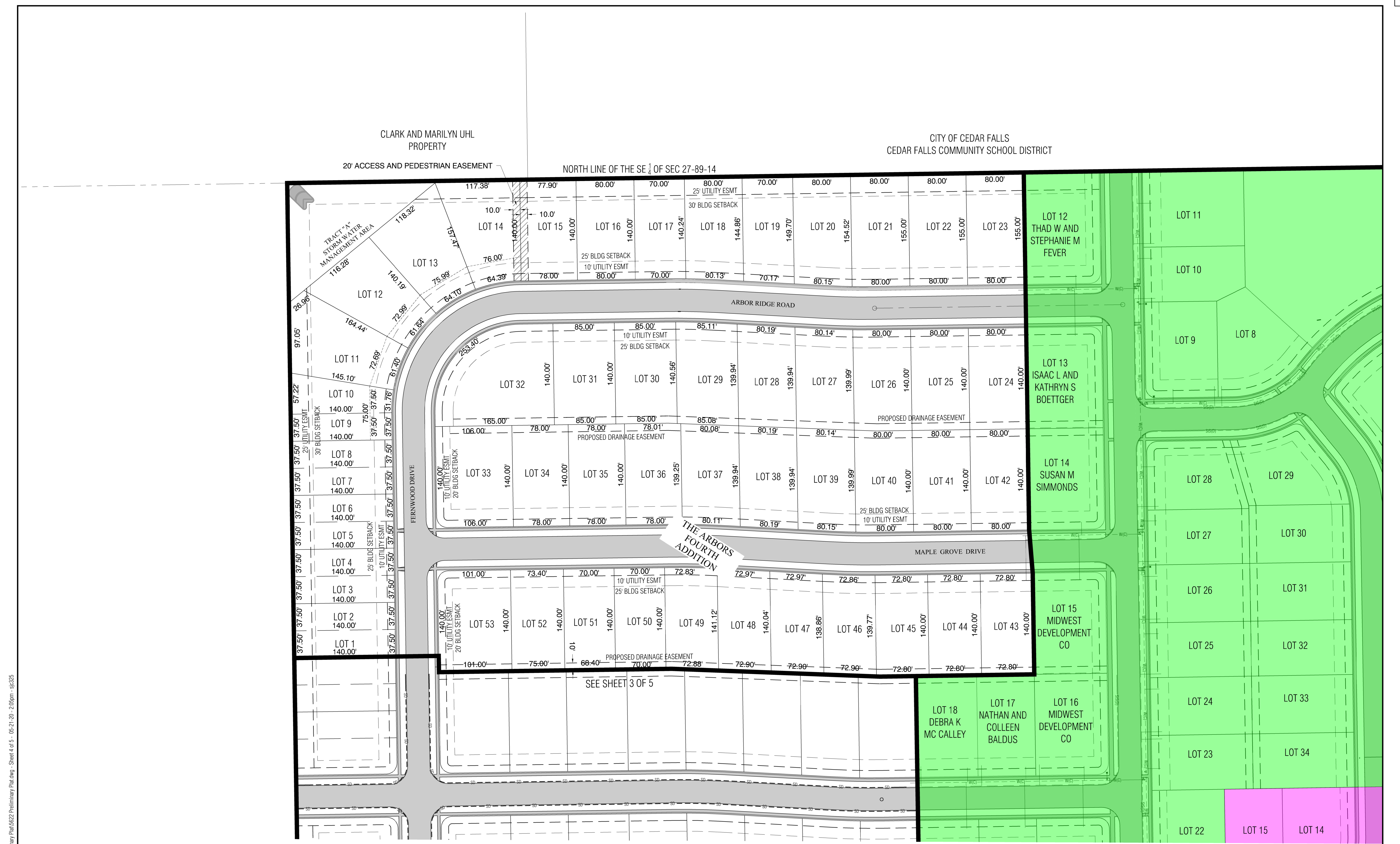
**THE ARBORS ADDITION**  
 CEDAR FALLS, IOWA

**PRELIMINARY PLAT**

PROJECT NO. 5622  
 SHEET NO. 3 of 5

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UNPLATTED



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
5106 Nordic Drive  
Cedar Falls, Iowa 50613  
Ph 319-266-0258  
www.cgaia.com

DESIGNED: NCB DATE: 11-26-2019  
DRAWN: SJC DATE: 03-04-2020  
CHECKED: MCH DATE: 03-09-2020  
APPROVED: DATE:

**THE ARBORS ADDITION**  
CEDAR FALLS, IOWA

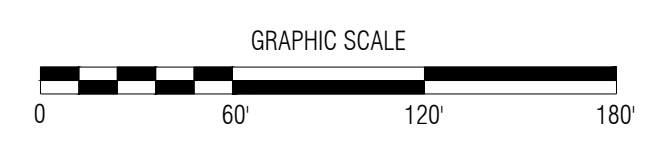
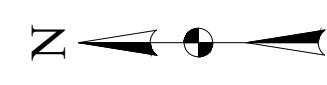
**PRELIMINARY PLAT**

PROJECT NO. 5622  
SHEET NO. 4 of 5

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NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE STREET NAME	SJC	05-21-20				

**CGA** Clapsaddle-Garber Associates, Inc.  
 5106 Nordic Drive  
 Cedar Falls, Iowa 50613  
 Ph 319-266-0256  
 www.cgaconsultants.com

DESIGNED: NCB DATE: 11-26-2019  
 DRAWN: SJC DATE: 03-04-2020  
 CHECKED: MCH DATE: 03-09-2020  
 APPROVED: DATE:

# THE ARBORS ADDITION

## CEDAR FALLS, IOWA

### PRELIMINARY PLAT

PROJECT NO. 5622  
 SHEET NO. 5 of 5

**GRADING NOTES**  
 THE EXTENT OF TOPOGRAPHIC CHANGES SHALL CONSIST OF TRACT "A" STORMWATER MANAGEMENT, TRACT "B" ROADWAY GRADING, LOT GRADING, AND SWALE GRADING THROUGHOUT LOTS.

SEE SHEET 4 OF 5

FUTURE: THE ARBORS FIFTH ADDITION

FUTURE: THE ARBORS SIXTH ADDITION

UNPLATTED

UNPLATTED

UNPLATTED



**ADDENDUM TO THE  
DEVELOPMENT PROCEDURES AGREEMENT FOR ARBORS FOURTH, FIFTH,  
AND SIXTH ADDITIONS LOCATED WITHIN THE RP PLANNED RESIDENCE  
ZONING DISTRICT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called “**City**” and Midwest Development Co., hereinafter called “**Midwest**”, for the purpose of outlining procedures to be followed for the development of The Arbors Fourth, Fifth and Sixth Addition, containing approximately 41.84 acres, being owned by Midwest Development Co., said land legally described as follows:

THE NORTHEAST ¼ OF THE SOUTHEAST ¼ AND PARCEL “B”, ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M. AND PARCEL “B” RECORDED IN INSTRUMENT #2014-13132 IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, EXCEPT THE ARBORS FIRST ADDITION RECORDED IN INSTRUMENT #2015-19403, THE ARBORS SECOND ADDITION RECORDED IN INSTRUMENT #2017-6104, AND THE ARBORS THIRD ADDITION RECORDED IN INSTRUMENT #2018-10409 ALL RECORDED IN THE OFFICE OF THE RECORDER, BLACK HAWK COUNTY, IOWA, CONTAINING 41.84 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

WHEREAS, it is the desire of Midwest to amend the approved preliminary plat of the Arbors Fourth, Fifth and Sixth Additions in the City of Cedar Falls, Iowa, located within the RP, Planned Residential Zoning District; and

WHEREAS, it is the desire of the City to insure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP - Planned Residence District.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the City and Midwest agree to amend the Master RP Plan executed on March 13, 2014, to add the following allowances and stipulations:

1. Zero lot line dwellings shall be allowed on Lots 1-10 of The Arbors Fourth Addition, Lots 28-43 of The Arbors Fifth Addition, and Lots 2-27 of The Arbors Sixth Addition, as shown on the preliminary plat.
2. In order to provide a pleasing variation in the building design of the zero lot line dwellings and to maintain the residential character of the neighborhood, the building and

site elements along the street frontage shall be distinguished through the following methods:

- a. A variation in siding color between each adjacent two-unit dwelling;
  - b. At least two different building models will be used, including a one-story and two-story model;
  - c. A variation in design elements between each adjacent two-unit dwelling, such as doorway designs, sidelight windows, entranceway canopies, pilasters, pediments, brick and stone accents, raised entry cornices, trim colors, and similar;
  - d. Front yard paving shall be minimized to the extent feasible to provide adequate space for front yard landscaping and a safe public sidewalk environment;
  - e. The driveway width as measured at the streetside lot line shall not exceed 18 feet;
  - f. Garages shall not exceed 22 feet in width; and
  - g. Minimum driveway spacing from the intersection of a collector street or arterial street shall be 75 feet.
3. The foregoing conditions shall be binding upon Midwest, its successors and assigns and shall apply to the above described real estate and shall run with the land. The approved Preliminary Plat for The Arbors Fourth, Fifth and Sixth Additions, attached hereto as Exhibit "A" and incorporated herein by this reference, shall be part of this Amendment and shall be part of the Master Plan for the area described herein.

Signature page to follow

THE CITY OF CEDAR FALLS, IOWA

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

ATTEST:

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

DEVELOPER:  
Midwest Development Co.

By: \_\_\_\_\_  
Kevin Fittro, Vice President

STATE OF IOWA )

) ss:

COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Kevin Fittro, Vice President, Midwest Development Co., an Iowa company.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

To Arbors Neighbor,

I wanted to reach out in regards to the P and Z meeting and questions we received in regards to the update of our plat for the 4th through 6th additions. We understand any time changes are made there is a sense of unknown and therefore concerns over any effect these changes may have on your property. We understand that for all of our neighbors in every price range that their home is the biggest investment that will be made. When we develop a community that consists of multiple styles of homes and price ranges, we understand that the single most important factor is curb appeal. Factors like makeup of households with differing family sizes, style of homes available, and the overall appearance of the homes and pride shown are critical to a neighborhoods success. We can control some of that with development and building practices and the other is on our owners as neighbors and hopefully protected through the covenants. Understanding this, we have always made decisions that keep trends up to date, yards completed with landscape for full sod, and exterior siding and stone amenities when budgets allow. Doing this gives a neighborhood the best opportunity to maintain housing values.

The makeup of a large plat can be difficult to predict. Our neighborhoods are always comprised of multiple price points for houses. The only change may be doing so with a single family one unit or doing so with single family two unit homes. Knowing this change may happen from time to time we find it most important to group things as best as possible and provide subtle transitions from one addition to another. One way is distancing the new product away from current owners. This provides like housing around, and the mixed housing would be further into the plat where all buyers understand what that addition is expected to be when purchasing.

Current market conditions are calling for a need in housing from \$250,000 to \$280,000. This is the range we are looking to assist with duplex units. This price range actually makes up 25% of our buyers. This is a very important price range. If you look in the community, homes ranging \$250,000 to \$450,000 and even higher exist together in neighborhoods throughout Cedar Falls and Iowa. We have proven our vision of the condos and single family can exist together in communities. Quail Ridge is a great example of this as we see great success of resale every year.

Closing I would like to make sure that all know that our company's goal is to continue its success in our area in developing neighborhoods that support continued sales of homes even after we are done building. We will do this through strong elevations, completed yards, with nice landscaping. As you know we don't let any home have the same color siding next door to each other. We are constantly looking to utilize new trends in exteriors from craftsman style with tapered columns and stone, to farm house with board and batten or shake, and most recently contemporary looks. This will continue in the 4th, 5th, and 6th additions. I would also ask you to remember we both develop and build. So just as you are concerned about selling your home, we are concerned about selling both the condos and single family around in that addition. We will have lots priced in the \$50s if not higher and move in ready homes available. If we have 5 move in ready homes with an average price of \$325,000 and at least 10 lots at \$50,000 we have \$2.1 million dollars invested in homes or lots looking for buyers. Creating an addition that does not appeal to the highest number of community members is not beneficial to us either. We are with you each day sharing the risk till the last home is sold.

A rental restriction was posed as an acceptable protection in the p and z meeting. I do not foresee this happening. The city of Cedar Falls has a very restrictive rental application process. We as a builder are looking to sell as owner occupied and not to investors.

I hope this answers or eases your concerns, but if you would like to discuss anything further please let me know.

Kevin Fittro  
VP of Skogman Homes/Midwest Development



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

**MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green and City Council

**FROM:** Stephanie Houk Sheetz, AICP, Director of Community Development

**DATE:** May 27, 2020

**SUBJECT:** Community Development Block Grant & HOME Programs  
 Amendment to INRCOG Contract for Grant Administration and Technical  
 Services related to CDBG-CV funding  
 Project Number BL-000-CD

In April 2020, the CARES Act was passed in response to COVID-19. Part of the Act provides additional funds through the Community Development Block Grant to support activities occurring through CDBG such as service agencies, low- and moderate-income community projects, and more. Cedar Falls is receiving \$160,662 for CDBG-CV. HUD requires an amendment to our Annual Action Plan for Federal Fiscal Year 2019 to allocate to specific activities/program areas. A separate memo and action have been provided to Council for that.

To implement the added activities, the City would like to contract additional time with INRCOG. The proposed administrative cost increases may be attributed to program monitoring preparation and CARES Act integration and implementation, including amending the existing FFY 2019 Annual Action Plan and completing necessary reporting, allocating, and managing these additional CDBG funds.

Attached is a proposed amendment to Attachment A-Scope of Services of INRCOG's July 2019 contract, increasing their time in Agency Awards Program by \$2,500 (total \$7,500) and Plan and Report Development by \$4,500 (total \$12,000). Staff recommends amending the contract with INRCOG, increasing it by \$7,000. The costs would be covered through CDBG-CV funds, of which 20% (\$32,132) may be used for administrative costs of City staff and INRCOG. All other contract provisions remain the same.

This proposal meets Organizational Goal #3: Deliver public services in a cost effective, efficient, professional, and timely manner and Organizational Goal #4: Equitably allocate the community's resources in a manner which cost effectively accomplishes the

City's mission.

Staff recommends approving these contract amendments, allowing the City to work with INRCOG on activities related to CDBG-CV.

Please contact me with any questions. Thank you.

**FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT**

By and Between the Iowa Northland Regional Council of Governments (INRCOG)  
and The City of Cedar Falls, Iowa

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CDBG Entitlement Funding: Grant Administration and Technical Services for Housing  
and Community Development Projects; HOME Program: Technical Services for  
Housing Projects in Cedar Falls, Iowa  
City Project Number BL-000-CD

---

This Amendment is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by  
and between the Iowa Northland Regional Council of Governments (INRCOG), 229 East  
Park Avenue, Waterloo, Iowa 50703, hereinafter referred to as "CONSULTANT" and City  
of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa, hereinafter referred to as "CLIENT."

WHEREAS, CONSULTANT and CLIENT entered into the above Professional  
Service Agreement dated \_\_\_\_\_, 20\_\_ ; and

WHEREAS, CONSULTANT and CLIENT wish to amend said Agreement by  
modifying the terms of Exhibit A, Scope of Work, and have agreed to such modifications  
and now wish to reduce these modifications to writing.

NOW, THEREFORE, in consideration of the mutual promises, covenants and  
agreements set forth herein, and for other good and valuable consideration, the receipt  
and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Exhibit A of the Professional Services Agreement is hereby amended by striking  
the Exhibit in its entirety and substituting in lieu thereof a new Exhibit A, attached.
2. CONSULTANT and CLIENT hereby acknowledge and agree that all of the terms  
and conditions of the Professional Services Agreement remain the same and are  
hereby ratified and confirmed, except as otherwise expressly amended in this  
First Amendment.

IN WITNESS WHEREOF, CONSULTANT and CLIENT have executed this First  
Amendment to Professional Services Agreement at Cedar Falls, Iowa, effective as of  
the date first stated above.



**APPROVED FOR CLIENT**

By: \_\_\_\_\_

Printed Name: Robert M. Green

Title: Mayor of Cedar Falls

Date: \_\_\_\_\_

**APPROVED FOR CONSULTANT**

By: Kevin Blanshan

Printed Name: Kevin Blanshan

Title: INRCOG Executive Director

Date: 5-27-2020

## Exhibit A

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### **CDBG Entitlement Funding: Grant Administration and Technical Services for Housing and Community Development Projects; HOME Program: Technical Services for Housing Projects in Cedar Falls, Iowa City Project Number BL-000-CD**

---

#### **SCOPE OF WORK CDBG GRANT ADMINISTRATION AND TECHNICAL SERVICES FOR HOUSING PROJECTS CITY OF CEDAR FALLS, IOWA**

##### **Overview**

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to continue administering the City of Cedar Falls' (City) Housing Rehabilitation, Housing Repair, and Agency Grant programs, all of which are funded through the City's Community Development Block Grant (CDBG) Entitlement allocation.

##### **Qualifications**

###### Housing Rehabilitation and CDBG Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family,

Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG has extensive housing rehabilitation and repair experience under the Iowa Economic Development Authority’s (IEDA) Housing Rehabilitation and Iowa Finance Authority’s (IFA) Local Housing Trust Fund programs. IEDA’s program is funded through the CDBG program, as administered by the US Department of Housing and Urban Development, and the IFA program is funded through the State Housing Trust Fund. We also have a familiarity with the HOME Investment Partnership Program as administered by the US Department of Housing and Development. INRCOG has administered housing trust fund grants for the Iowa Northland Regional Housing Council since 2003 and since 2014 for the Waterloo Housing Trust Fund. Through the trust funds, our staff has developed and administered annual homeowner repair programs that serve approximately ten individual households per year. In addition to administering the individual home improvement programs, INRCOG has managed numerous housing acquisition programs, as funded by the Hazard Mitigation Grant and CDBG Programs, following disasters in 1993, 1999, 2000, 2008, and 2016.

Our staff writes the grants for these programs for our member local governments and we performs all administrative tasks relative to construction, finance, and professional service functions associated with the programs. We have completed all IEDA basic and updated trainings associated with administering CDBG funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, historical preservation review and approval, Section 3 (hiring practices) compliance, fair housing standards, lead-based paint testing and certification, radon testing, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing IEDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with CDBG projects.

**Primary INRCOG Staff Members**

The primary contacts for this proposal and program are

- o Brian Schoon, Director of Development ([bschoon@inrcog.org](mailto:bschoon@inrcog.org));
- o Cindy Knox, Housing Planner II ([cknox@inrcog.org](mailto:cknox@inrcog.org));
- o Rose Phillips, Housing Planner II ([rphillips@inrcog.org](mailto:rphillips@inrcog.org)).

**Brian Schoon** has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG’s housing, planning, and economic development efforts, including numerous CDBG projects funded by the Iowa Economic Development Authority (IEDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning services to the City, including updating the Consolidated and Annual Action Plans related to its current HUD CDBG Entitlement Program. Schoon has a Bachelors’ degree in Landscape Design from South Dakota State University and a Masters’ degree in Community and Regional Planning from Iowa State University.

**Cindy Knox** has worked as a housing program specialist for INRCOG for 13 years. Knox has administered nearly two dozen CDBG housing rehab programs, as well as other housing programs awarded to our member communities from the US Department of Agriculture, Federal Home Loan Bank, and Iowa Finance Authority. She has managed homebuyer and down-payment assistance programs; housing inspection programs; and emergency and rural repair programs for our regional Housing Council. Knox is a Certified Lead-Based Paint Sampling Technician and has knowledge of Iowa Minimum Housing and Housing Quality Standards. Knox has a Bachelor's degree in Design and the Human Environment from the University of Northern Iowa.

**Rose Phillips** has been with INRCOG since early 2017 and is responsible for managing CDBG housing rehabilitation programs for our member communities. She also develops housing needs assessments and manages post-disaster housing acquisition programs for our member local governments. Phillips has a Bachelors' degree in Environmental Studies from Mount Holyoke College and a Masters' degree in Urban and Regional Planning from the University of Iowa.

**Richard Dewater (INRCOG Subcontractor)** will serve as an independent contract employee of INRCOG, as he has for over two dozen of our rehabilitation projects. His expenses, which are flat-fee, are included in the Technical Services budget of this proposal. He will perform all initial rehabilitation and lead-based paint inspections, as well as draft bid specifications which outlines work to be completed on each selected unit. Dewater will perform all inspections of work by contractor(s), mediate disputes, and make himself available for meetings and technical assistance.

### **Description of Technical Services, Grant Administration, and Organizational Capacity**

INRCOG, through its existing staff, will administer the City's Fiscal Year 2019 Housing Rehabilitation and Housing

Repair Programs and the Agency Grant program, as funded by the US Department of Housing and Urban Development (HUD). As part of a subsequent contract, INRCOG will complete rehabilitation projects and repair homes in the same manner that INRCOG currently provides to non-entitlement CDBG communities, and will assist with providing agency grants, all under the supervision of City staff. Included in each housing rehabilitation project, INRCOG will provide general and technical administrative services, which includes income verifications, construction management, vendor procurements, lead tests, and oversight of radon testing, as is necessary. INRCOG will propose per unit expenses for each home, including staff time and benefits, travel time and expenses, recording, mailing, and other ancillary expenses associated with the program.

INRCOG will be responsible for providing all inspections and for preparing initial project descriptions as may be associated with the programs addressed under this proposal. INRCOG will prepare procurement and contract documents as is necessary for each rehabilitation and/or repair project. We will then manage each home project including preparation of a prioritized list of projects, contracts, and implementation of each

contract. INRCOG will present any necessary approvals or reports to the City's staff. Further, as HUD's subrecipient, the City will be responsible for obtaining HUD reimbursement for all expenses under this proposal with INRCOG assisting with obtaining said reimbursements. Likewise, INRCOG will assist the City with any necessary HUD or CDBG reports, as requested.

### **Budget**

INRCOG is prepared to offer the administrative services for a not-to-exceed price for each unit or task completed during the City fiscal year, as outlined below. Said administrative expenses will be billed on an hourly basis, using rates that will be defined in the contract between the City and INRCOG.

- **General Administration-Environmental Review and Release of Funds**
  - *INRCOG: \$3,000*
- **Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - \$33,500/Unit (Includes all Tech Services, Construction, and Program expenses)
    - *INRCOG Technical Services Expense: \$5,500/Unit*
- **Agency Awards Program (to City-Determined Agencies)**
  - Approximately \$5,500/Agency to Six (6) Agencies (Includes all Administration Procurement, Monitoring, and Award expenses)
    - *INRCOG Expense: \$7,500*
- **Neighborhood Infrastructure Improvements: Sewer Lining Project**
  - Construction Management and Davis-Bacon Compliance
    - *INRCOG Expense: \$7,500*
- **Neighborhood Access: Sidewalk Replacement Project**
  - Construction Management and Davis-Bacon Compliance
    - *INRCOG Expense: \$5,000*
- **Plan and Report Development**
  - Annual Action Plan, CAPER, and Reports (i.e. Section 3, MBE/DBE, SF 425)
    - *INRCOG Expense: \$12,000*
- **HOME: Single-Unit Owner-Occupied Housing Rehabilitation Program**
  - \$33,500/Unit (Includes all Tech Services, Construction, and Program expenses)
    - *INRCOG Technical Services Expense: \$5,500/Unit*

If accepted by the City, INRCOG is willing to negotiate a contract utilizing the City's standard agreement. INRCOG currently meets the City's insurance requirements and has attached a certificate as evidence.

As with prior contracts, INRCOG will provide monthly invoices to the City for services provided by our staff. Services covered by the agreement will be assigned an individual,

unique program number through which expenses will be tracked and monitored within INRCOG's monthly financial reports and annual independent audit. INRCOG shall make all financial records available to the City upon request.

#### Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than June 30<sup>th</sup>, 2020. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

#### Project Review

At least annually, but not later than May 1<sup>st</sup>, 2020 during the contract timeframe, the City and INRCOG will meet to review INRCOG's performance with regard to the services provided to the City. Extending the existing agreement for future years(s) may also be discussed at that time.


**DEPARTMENT OF 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:** Jon Fitch, PE, Principal Engineer

**DATE:** May 28th, 2020

**SUBJECT:** 2020 CDBG Sidewalk Infill  
 Project No. SW-000-3223  
 Bid Opening

On Tuesday, May 26<sup>th</sup>, 2020 at 2:00 p.m., bids were received and opened for the 2020 CDBG Sidewalk Infill Project. A total of three (3) bids were received, with Boulder Contracting the apparent low bidder:

	<i>Base Bid</i>
<b><u>Engineering Estimate</u></b>	<b>\$105,800</b>
<b>Boulder Contracting</b>	<b>\$69,608.45</b>
<b>Cobalt Contracting</b>	<b>\$89,481.35</b>
<b>Lodge Construction</b>	<b>\$96,461.90</b>

The Engineer's Estimate for this project was \$105,800.00. Boulder Contracting of Grundy Center, Iowa submitted the low bid in the amount of \$69,608.45. Attached is a bid tabulation for your reference. The project will be funded through a Community Development Block Grant (CDBG).

We recommend acceptance of the lowest bid from Boulder Contracting in the amount of \$69,608.45. On June 15<sup>th</sup>, 2020, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

xc: Chase Schrage, Director of Public Works  
 Stephanie Sheetz, Community Development Director  
 David Wicke, City Engineer

**TABULATION OF BIDS**  
 2020 CDBG Sidewalk Infill  
 Project Number: SW-000-3223

May 26, 2020 @ 2:00 PM	BASE BID			ENGINEER'S ESTIMATE		Boulder Contracting 606 E 1st St Grundy Center, Ia 50638		Cobalt Contracting 31064 Spring Ave New Hartford, Ia 50660		Lodge Construction PO Box 459 Clarksville, Ia 50619		BID AVERAGE	
		ITEM NO.	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	REMOVE SIDEWALK, P.C.C.	S.Y.	84.0	\$15.00	\$1,400.00	\$8.00	\$672.00	\$21.20	\$1,780.80	\$7.00	\$588.00	12	\$1,013.60
2	REMOVAL OF CURB & GUTTER, 2.5 FT. WIDTH	L.F.	168.0	\$10.00	\$1,900.00	\$14.00	\$2,352.00	\$9.90	\$1,663.20	\$10.00	\$1,680.00	11	\$1,898.40
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	S.Y.	626.5	\$45.00	\$31,300.00	\$39.50	\$24,746.75	\$48.60	\$30,447.90	\$61.00	\$38,216.50	50	\$31,137.05
4	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	S.Y.	134.5	\$60.00	\$9,000.00	\$42.00	\$5,649.00	\$50.80	\$6,832.60	\$66.00	\$8,877.00	53	\$7,119.53
5	PLACE DETECTABLE WARNING PANELS	S.F.	160.0	\$50.00	\$8,900.00	\$30.00	\$4,800.00	\$29.80	\$4,768.00	\$42.00	\$6,720.00	34	\$5,429.33
6	PLACE CURB & GUTTER, 2.5 FT. WIDE, P.C.C., CLASS "C"	L.F.	168	\$35.00	\$6,600.00	\$24.00	\$4,032.00	\$29.50	\$4,956.00	\$30.00	\$5,040.00	28	\$4,676.00
7	CLASS 10 EXCAVATION	C.Y.	340.5	\$15.00	\$5,700.00	\$19.00	\$6,469.50	\$13.70	\$4,664.85	\$10.00	\$3,405.00	14	\$4,846.45
8	TOPSOIL, FURNISH AND SPREAD	C.Y.	384.00	\$30.00	\$12,800.00	\$20.00	\$7,680.00	\$44.20	\$16,972.80	\$42.00	\$16,128.00	35	\$13,593.60
9	SEEDING, FERTILIZING AND MULCHING	S.F.	20696.0	\$0.75	\$17,300.00	\$0.20	\$4,139.20	\$0.60	\$12,417.60	\$0.40	\$8,278.40	0	\$8,278.40
10	SURFACING, 1 INCH ROADSTONE	TONS	20.0	\$30.00	\$700.00	\$45.00	\$900.00	\$36.10	\$722.00	\$21.00	\$420.00	34	\$680.67
11	CLEARING AND GRUBBING	UNITS	51.0	\$58.00	\$3,300.00	\$28.00	\$1,428.00	\$53.60	\$2,733.60	\$27.00	\$1,377.00	36	\$1,846.20
12	INTAKE SEDIMENT FILTER	L.F.	54.0	\$20.00	\$1,200.00	\$10.00	\$540.00	\$10.30	\$556.20	\$6.00	\$324.00	9	\$473.40
13	UNSTABLE MATERIAL, OVER EXCAVATION	C.Y.	34.0	\$20.00	\$800.00	\$50.00	\$1,700.00	\$13.70	\$465.80	\$12.00	\$408.00	25	\$857.93
14	TRAFFIC CONTROL	L.S.	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	3333	\$3,333.33
				<b>TOTAL</b>	<b>\$105,800.00</b>	<b>TOTAL</b>	<b>\$69,608.45</b>	<b>TOTAL</b>	<b>\$89,481.35</b>	<b>TOTAL</b>	<b>\$96,461.90</b>	<b>\$85,183.90</b>	
Bid Security (5%)						X		X		X			
Bidder Status Form						X		X		X			
Non-Collusion Affidavit						X		X		X			



**DEPARTMENT OF PUBLIC WORKS**

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**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** May 27<sup>th</sup>, 2019

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
J Davis Properties, LLC (Slumberland Site Parking Lot Improvements)  
Parcel F in the College Square Mall First Addition, Minor Subdivision  
Plat

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Cedar Falls Gospel Hall parking lot site, owned by J Davis Properties, LLC located at Parcel F in the College Square Mall First Addition, Minor Subdivision Plat, Cedar Falls, Iowa and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by/Return to: Fehr Graham 221 East Main Street, Suite 301, Manchester, Iowa 52057

### STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between **J Davis Properties, LLC**, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.
3. Owner shall be responsible for the inspection, operation, maintenance and repair of the

Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection, and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

(J Davis Properties, LLC)

By: [Signature]

Printed Name & Title: Jonathan Davis owner

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

This instrument was acknowledged before me on the 6th day of April, 2020  
by Johathan Davis as Owner of J Davis Properties, LLC.



[Signature]

Notary Public in and for the State of Iowa

City of Cedar Falls, Iowa

By: \_\_\_\_\_

Robert M. Green, Mayor

ATTEST:

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

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2020 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar  
Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

# FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

## Slumberland Site Improvements 17-012 - Phase 4 Maintenance and Repair Agreement - Exhibit A

### Property Legal Description

A Parcel of Land situation in part of the East Half of the Northeast Quarter of Section 24, Township 89 North Range 14 West, also being part of Parcel 2 of College Square Mall, described as follows:

Commencing at the Northeast Corner of the East Half of the Northeast Quarter of said Section 24;

Thence South 136.10 feet to the south right-of-way line of University Avenue;

Thence South 89°04'36" West 665.40 Feet;

Thence South 00°42'22" East 222.89 Feet, To the Northwest Corner of Said Parcel 2 and the Point of Beginning;

Thence North 89°17'38" East 336.94 Feet;

Thence South 00°38'14" East 273.02 Feet;

Thence North 89°16'00" East 47.64 Feet;

Thence South 00°51'50" East 275.02 Feet;

Thence South 89°23'12" West 385.01 Feet;

Thence North 00°42'22" West 547.39 Feet to the Point of Beginning, also known as Parcel F in College Square Mall First Addition, Minor Subdivision Plat as recorded as File 2013-00015198.

Excluding a Parcel of Land Located in Section 24, Township 89 North Range 14 West  
Commencing at the Northeast Corner of Said Section 24;

Thence South 89°19'12" West 655.78 Feet;

Thence South 00°42'22" East 361.63 Feet to the Point of Beginning.

Thence North 89°18'15" SEC E 16.07 Feet;

Thence South 91.23 Feet along the arch of a non-tangent curve concave East with a Central Angle of 10°27'53" having a radius of 499.5 Feet with a Chord that Bears South 08°20'12" West 91.10 Feet;

Thence South 03°06'16" West 25.54 Feet;

Thence North 115.46 Feet to the Point of Beginning.

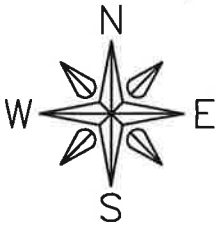
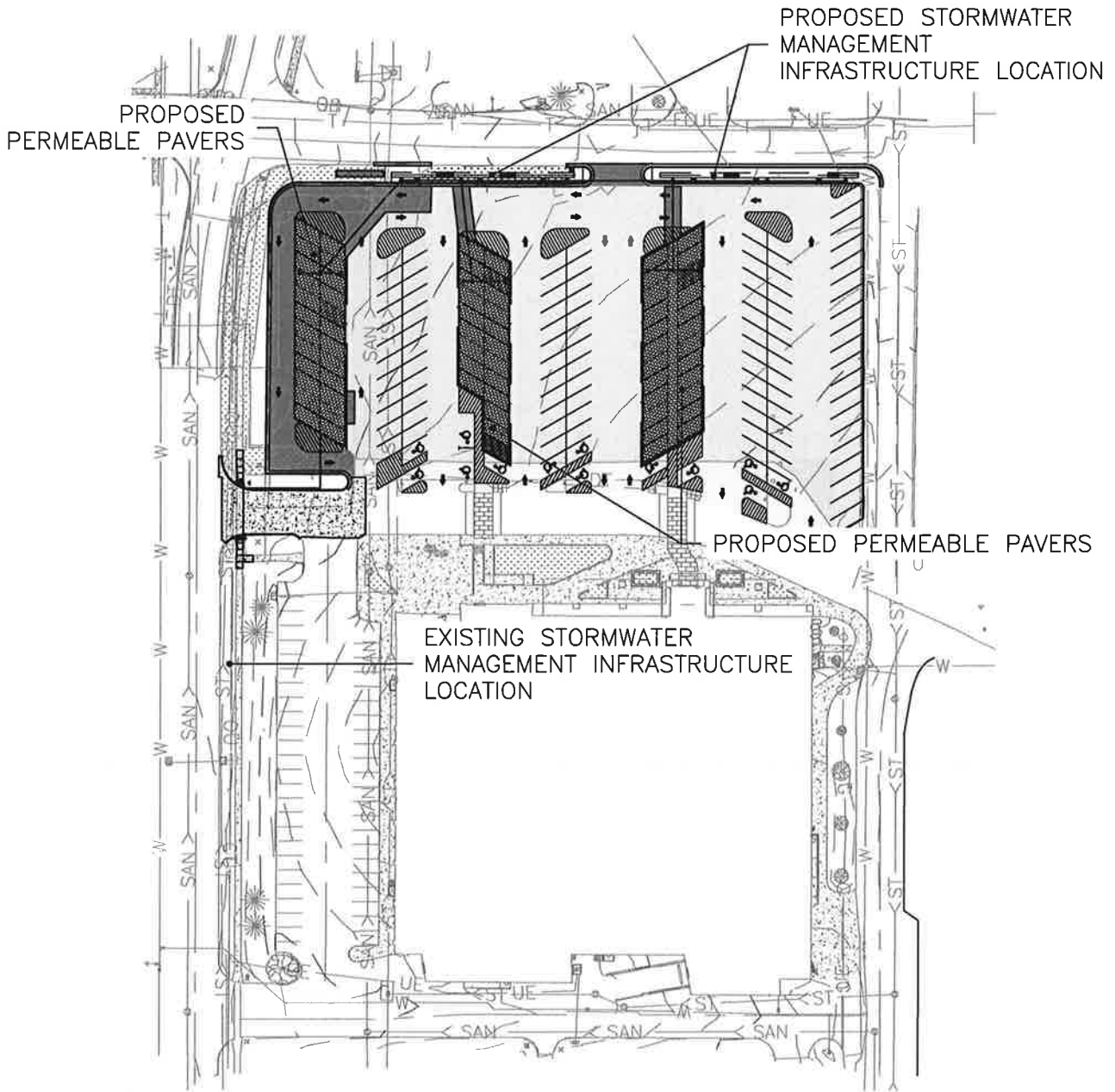
### Description of Proposed Work

This project will finish improvements to the site that started in 2017, and will consist of parking lot resurfacing, installation of bioretention cells for stormwater management, permeable pavers with underground storm water storage, and a reconstructed driveway for the parking lot.

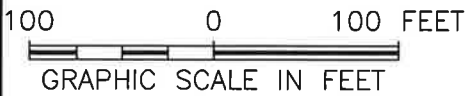
Approximately half of the proposed parking stalls will be paved with permeable brick pavers to capture storm water runoff from the site. Rock chambers under the pavers will provide structure for the parking stalls and storm water storage. Also being used for storm water storage and treatment will be two bioretention cells at the north end of the project site. Both of these storm water management methods should meet or exceed the quality and quantity requirements for storm water runoff.

# EXHIBIT B

## STORMWATER MANAGEMENT INFRASTRUCTURE IN THE NORTH END OF LOT



3/30/20



**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

ILLINOIS  
IOWA  
WISCONSIN

PLOT DATE: 3/30/20

G:\C30\17-012 Slumberland-Phase 4\17-012 Stormwater Exhibit.dwg, FG-8.5x11 Exhibit © 2020 FEHR GRAHAM

# EXHIBIT C - BIORETENTION CELLS



## Rain Gardens & Bioretention Cell (Biocell) Inspection and Maintenance Recommendations

Inspection and Maintenance Activity	Inspection & Maintenance Schedule
<p><b><u>Debris accumulation</u></b>  <b>Inspect:</b> for fallen leaves, debris, and litter accumulation  <b>Maintain:</b> remove these materials, especially before winter and in early spring, remove sediment especially when a few inches deep or is impacting growth of vegetation</p>	<p><b>Inspect:</b> Monthly during growing season and after major storm events  <b>Maintain:</b> Spring and fall, monthly during growing season and after major storm events</p>
<p><b><u>Entry Points and Pretreatment</u></b>  <b>Inspect:</b> these areas such as filter strips, sumps and the biocell floor for excessive deposition of sediment; inspect for erosion at the points of inflow or within the ponding area  <b>Maintain:</b> Remove sediment with a shovel, rake or vacuum out, stabilize any eroded areas using appropriate methods, reestablish vegetation if needed, reseed or re-sod filter strips</p>	<p><b>Inspect:</b> Monthly and after major storm events, especially important in spring and fall  <b>Maintain:</b> Spring and fall, monthly during growing season and after major storm events</p>
<p><b><u>Newly Established / Young Plants</u></b>  <b>Inspect:</b> (may have to keep biocell offline until plants have sufficient growth) inspect for at least 50 percent of specified vegetation cover at end of first growing season and at least 90 percent of specified vegetation cover after the end of the third growing season  <b>Maintain:</b> supplement plantings to meet minimum cover objectives, pull undesired vegetation, minimize herbicide use</p>	<p><b>Inspect:</b> Monthly during growing season  <b>Maintain:</b> Spring and fall, monthly during growing season</p>
<p><b><u>Established / Mature Plants and Trees</u></b>  <b>Inspect:</b> plant and tree health and for wilting young plants, weeds, and undesirable plants spreading through the border into a planting of natives,  <b>Maintain:</b> remove undesirable plants, weeds, and tree saplings throughout growing season by pulling or trimming, prune and thin out plants as needed, replace plants when needed, herbicide use should be minimized</p>	<p><b>Inspect:</b> Monthly during the summer  <b>Maintain:</b> Spring and fall, monthly during growing season, if desired trim back plant vegetation in the fall, prune trees during the fall or winter</p>
<p><b><u>Inlets and Outlets</u></b>  <b>Inspect:</b> to insure inlets, overflows, and outlets all free flowing and working properly, check outlet of the subdrain if it daylight to ensure animal guard is in place and it is unrestricted and free flowing  <b>Maintain:</b> remove any sediment, debris and litter, repair or replace if damaged, replace damaged animal guard and remove any restrictions to ensure free flowing</p>	<p><b>Inspect:</b> Spring and fall  <b>Maintain:</b> Annually especially during spring and fall</p>

<p><b><u>Observation Ports, if applicable</u></b>  <b>Inspect:</b> look for evidence of standing water in the observation port or outlet structure, standing water may be a sign of hydraulic failure  <b>Maintain:</b> an evaluation of the cause for standing water is needed when there is standing water, modified soil may need to be replaced entirely or partially depending on the extent of plugging</p>	<p><b>Inspect:</b> Annually  <b>Maintain:</b> As needed</p>
<p><b><u>Mulch</u></b>  <b>Inspect:</b> for lack of mulch or displacement that might smother plants or clog outlets  <b>Maintain:</b> replace mulch to maintain a 3-inch layer, rake to redistribute</p>	<p><b>Inspect:</b> Monthly  <b>Maintain:</b> Annually, spring or fall</p>
<p><b><u>Function - Inlet</u></b>  <b>Inspect:</b> to ensure runoff that is supposed to flow into the biocell is getting into the cell as intended  <b>Maintain:</b> remove any accumulated sediment and debris, make sure surrounding areas (soils) are stabilized using appropriate methods</p>	<p><b>Inspect:</b> Annually, spring or fall  <b>Maintain:</b> Annually, spring or fall</p>
<p><b><u>Function - Infiltration</u></b>  <b>Inspect:</b> to ensure the water infiltrates in a timely manner and that ponding does not occur for more than 12-24 hours  <b>Maintain:</b> conduct simple infiltration test using a can on soil surface and addition of water to observe drainage  <b>Maintain:</b> replace modified soil layer when ponding greatly exceeds the design drainage time.</p>	<p><b>Inspect:</b> Annually, spring or fall  <b>Maintain:</b> When needed</p>
<p><b><u>Erosion</u></b>  <b>Inspect:</b> for any erosion or gulleying issues  <b>Maintain:</b> fix any erosion immediately and take measures to re-establish vegetative cover, stabilize erosion along drainage paths using appropriate methods.</p>	<p><b>Inspect:</b> Annually, spring or fall and after major storm events  <b>Maintain:</b> When needed</p>
<p><b><u>Pea Gravel Diaphragm, if applicable</u></b>  <b>Inspect:</b> look for eroded areas or lack of gravel  <b>Maintain:</b> replace when necessary</p>	<p><b>Inspect:</b> Annually  <b>Maintain:</b> When needed</p>
<p><b><u>Signage, if applicable</u></b>  <b>Inspect:</b> signage at the site for condition issues  <b>Maintain:</b> replace when needed</p>	<p><b>Inspect:</b> Annually  <b>Maintain:</b> When needed</p>

**Native Planting Considerations:**

Provide the necessary care to keep native plantings weed free and to maintain a pleasing appearance (applies to short or tall; low or high diversity plantings). Avoid fertilization of native plantings. If native turf is installed, mow as needed or as desired to a minimum height of 4 inches (mowing can be eliminated after establishment, if desired). If allowed by local code,



consider annual prescribed fire management for diverse native plantings or for un-mowed native turf to maintain vigor of the plant community and maintain a pleasing appearance.

**Watering guidelines during initial establishment of plants:** Young plants are susceptible to stress. Depending on the size of the planting, water plants regularly until established. After establishment watering is generally not needed for native plants.

# EXHIBIT C - PERMEABLE PAVERS

## PERMEABLE PAVER MAINTENANCE REQUIREMENTS

ACTIVITY	SCHEDULE	RESPONSIBLE PERSONS
Ensure the vacuum equipment is available to perform annual maintenance.	Minimum of twice in year in spring and fall	
Clean the permeable pavers by using vacuum truck to vacuum the surface and joints between the paver blocks to keep them free of debris	Minimum of twice a year in spring and fall	
Inspect the permeable paver system to ensure the area is free of excessive debris, organic matter, or sediment	Spring and fall each year	
Inspect surface of permeable paver system for any deterioration, settlement, lifting, or cracking of blocks. Repair any settling/raising blocks and replace deteriorating or cracked blocks. If pavers lift or settle, take up pavers, add or remove base course to level, compact, and re-lay pavers.	Spring and fall each year	
Inspect the permeable paver system for vegetative growth in-between paver blocks. Vegetation growth is indication of excess particulate matter buildup and vacuuming is most likely needed.	Monthly	
Inspect outlet of the subdrain to ensure it is not obstructed, free flowing.	Monthly	
After a rainfall of at least an inch inspect permeable pavers to ensure there is no standing water	As needed	
Replace permeable joint material when less than 3 mm of surface.	As needed	
Prevent anyone from stockpiling building or construction materials (i.e. soil, rocks, wood) directly on paver system. If materials have to be stockpiled place a tarp or another solid material underneath materials to protect pavement.	In perpetuity	
Only apply de-icing agents during winter months, never apply sand	In perpetuity	

I certify the \_\_\_\_\_ commits to the specific work elements in this plan for the duration of 10 years from date of the practice certified as completed.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SYSTEM MAINTENANCE CHECKLIST

## NOTES AND COMMENTS:

**Project Location:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**AS NEEDED**

Prevent contamination from routine landscape maintenance such as grass clippings from mowing, hedge trimming, mulching plant beds, etc., by implementing one or more of the following joint opening cleaning procedures immediately after contamination occurs:

- Hand broom debris from the paver surface.
- Blow debris from the paver surface with backpack blower-type device, collect and dispose.
- Mechanically sweep paver surface.

**MONTHLY**

Observe any collection areas of debris, dirt, topsoil, mulch, etc., after events such as snowfall, rain storms, leaves, etc., and investigate if clogging is occurring. Immediately restore infiltration using the following cleaning options:

- Break up any crust covering the joint aggregate material with hand broom for smaller areas or mechanically with a rotary sweeper for larger areas. Remove debris material.
- When necessary, restore infiltration using wet/dry shop vacuum for small areas or vacuum truck for larger areas by removing debris from joint aggregate material.
- Replenish joint aggregate material to lip of paver.

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Break up crust												
Vacuum												
Replenish Joint												

**YEARLY**

Establish a seasonal maintenance schedule that includes the following:

- Complete restoration of the joint aggregate material.
- Vacuum entire permeable paving surface with appropriate vacuum device.
- Replenish joint aggregate material to lip of paver.

- Complete restoration of joint aggregate material      Date: \_\_\_\_\_
- Vacuum Entire Surface      Date: \_\_\_\_\_
- Replenish Joint Aggregate Material      Date: \_\_\_\_\_

NOTES AND COMMENTS:

SEASONAL MAINTENANCE

*After the Snow Melt: March 1 through April 15*

- Broom, blow, rotary brush, sweep, or vacuum entire surface
- Clean and vacuum debris from paver surface in location of snow stockpile area
- Replenish joint aggregate material after cleaning
- Vacuum surface or power wash problem areas and refill joint material

*Late Spring: April 1 through May 15*

- Broom, blow, rotary brush, sweep, and vacuum debris from flowers, trees and shrubs
- Vacuum surface
- Collect any additional debris from areas mulched or planted with annual flowers
- Replenish joint aggregate material as necessary

*Late Summer: July 15 through August 30*

- Broom, blow, rotary brush, sweep, or vacuum lawn and shrub clippings or tree fruits
- Vacuum surface
- Collect any additional debris from summer activities such as charcoal coals inadvertently dumped on the permeable surface, beach sand, etc.
- Replenish joint aggregate material as necessary

*Late Fall: October 15 through November 30*

- Broom, blow, rotary brush, sweep, or vacuum plant leaves
- Vacuum surface
- Replenish joint aggregate material as necessary

10+ YRS

Plan long term maintenance to rejuvenate infiltration rates:

- Replenish joint with cleaned or new aggregate material to lip of paver.

Replenish Joint with Cleaned or New Aggregate      Date: \_\_\_\_\_

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) Inspect system within 60 days of initial operation.
- 2) Four periodic inspections of system within first year of operation.
- 3) Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.
- 4) After one year of system operation, inspect annually.

**Exhibit E**

**Stormwater Management Inspection/Maintenance Form**  
**To be kept on site**

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

OWNER/LEGAL ENTITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
**Engineering Division**

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** David Wicke, PE – City Engineer

**DATE:** May 27<sup>th</sup>, 2019

**SUBJECT:** Iowa Department of Transportation - Transfer of Jurisdiction  
TJ-218-7(165)—2M-07, Agreement No. 93-TJ-009  
Quitclaim Deed -Center Street (Old US Highway 218) from 1<sup>st</sup> Street (IA  
Highway 57) to North City Limits.

The Iowa Department of Transportation has recorded with Black Hawk County Recorder's Office the Quitclaim Deed along the Center Street Corridor from 1<sup>st</sup> Street to the North City Limits, approximately 2.61 miles for the Transfer of Jurisdiction from Iowa DOT to the City of Cedar Falls, IA in accordance with Iowa Code, Section 306.42. This is the final step in the transfer as previously approved by City Council in 1994.

The Engineering Division has reviewed the enclosed documentation and recommends City Council to accept the Quitclaim Deed as recorded at the Black Hawk County Recorder's Office for the Transfer of Jurisdiction to be finalized.

xc: Chase Schrage, Director of Public Works



May 26, 2020

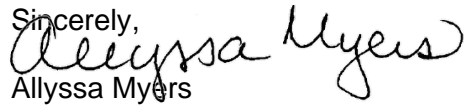
**When communicating, refer to:**

Black Hawk County  
Transfer of Jurisdiction  
TJ-218-7(165)--2M-07  
Agreement No. 93-TJ-009

Jacque Danielsen, City Clerk  
City of Cedar Falls  
220 Clay St.  
Cedar Falls, IA 50613

Dear Ms. Danielsen:

Enclosed are the recorded Quitclaim Deed conveying a portion of U.S. Highway 218, which is known as First Street, to the City of Cedar Falls, Iowa. The original acquisition documents with plats will be mailed to you. These documents are provided to complete the above referenced Transfer of Jurisdiction in compliance with Iowa Code Section 306.42. Please deliver them to the appropriate office.

Sincerely,  
  
Allyssa Myers  
Fiscal & Title Section  
Right of Way Bureau

aem

Enc.

- c: Jon Ranney, District Engineer
- Nick Humpal, Assistant District Engineer
- Randy Taylor, Maintenance Manager
- Miranda Eilders, District Land Surveyor
- Brent Christian, Advertising Management
- Hannah Beach, Agreements Specialist
- Katie Johnson, Production Coordinator
- Eric Wright, Title & Closing Supervisor
- Matt Buttz, Property Management Right of Way Agent



Prepared by: Allyssa Myers Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1757  
 Return to: Allyssa Myers, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, 515-239-1757  
 Address Tax Statements: Tax Exempt-IA Code Sec. 427.1 (City of Cedar Falls, Engineer, 220 Clay Street, Cedar Falls, IA 50613)

**STATE OF IOWA**  
**IOWA DEPARTMENT OF TRANSPORTATION**  
**QUITCLAIM DEED**  
**TO CITY OF CEDAR FALLS, IOWA**

The Iowa Department of Transportation, by Scott Marler, Director, acting for the State of Iowa by authority of Iowa Code Section 306.42, hereby quitclaims unto **CITY OF CEDAR FALLS, IOWA**, all its right, title and interest, however acquired, in all land used as street and highway right of way, all roadway, and all right of way and roadway appurtenances thereto, and any bridges, culverts or structures that may be situated thereon, to the following described roadway situated in Black Hawk County, Iowa, to-wit:

That portion of present U.S. Highway 218 beginning at the west junction with Iowa Highway 57, known locally as First Street, and extending north to the north corporate limits of the City of Cedar Falls, Iowa, a length of approximately 2.61 miles, more or less.

Title and interest to part of the above described roadway was acquired by the State of Iowa through the following title instruments filed and recorded in the records of Black Hawk County, Iowa.

GRANTOR(S)	GENERAL LOCATION		TYPE OF INSTRUMENT	DATE FILED	BOOK	PAGE
	¼ ¼ SECTIONS LOTS, BLOCKS	SEC-TWP-RNG				
Chicago, Central & Pacific Railroad Company	Block 18, SENW	12-89N-14W	Easement	4/25/1996	652	961
Dorothy M. Olsen	E1/2NW	12-89N-14W	Warranty Deed	9/3/1987	552	582
Trust under the last will and testament of Robert J. Olsen	E1/2NW	12-89N-14W	Court Officer Deed	9/3/1987	552	580
M.E. Ilgen	NESW	01-89N-14W	Warranty Deed	7/24/1923	79	490
Cedar Falls River Front Commission	NENW	12-89N-14W	Warranty Deed	11/21/1968	479	244
Board of Park Commissioners of the City of Cedar Falls	NENW	12-89N-14W	Warranty Deed	11/21/1968	479	238
	NWNW	1-89N-14W				
City of Cedar Falls	SESW	1-89N-14W	Quit Claim Deed	11/21/1968	479	241
Benton 's Ready Mixed Concrete, Inc.	SESW	1-89N-14W	Access Rights	7/2/1968	476	321
Doerfer Corporation	SESW	1-89N-14W	Access Rights	6/27/1968	476	233
Harold C. Othmer, et al	SESW	1-89N-14W	Access Rights	7/1/1968	476	299
Lester F. Cheney, et ux	NESW	1-89N-14W	Access Rights	9/30/1968	478	183
Clyde Anderson, et ux	NESW	1-89N-14W	Warranty Deed	7/16/1968	476	491

Black Hawk County Conservation Board	NESW	1-89N-14W	Warranty Deed	7/18/1968	476	523
Kathryn Myers, et vir	NESW	1-89N-14W	Warranty Deed	12/11/1968	479	459
Kathryn Myers, et vir	NWSW NESW	1-89N-14W	Warranty Deed	7/19/1968	476	527
Ayres & Truman, Farmecon, Inc.	SWNW SENW	1-89N-14W	Warranty Deed	9/23/1968	478	69
Bernard Assink, et ux	Lot 10 & SWNW SENW	1-89N-14W	Easement for Drainage Ditch	11/5/1968	1	341
Bernard Assink, et ux	SESW	1-89N-14W	Warranty Deed	11/5/1968	479	45
Bernard Assink, et ux	SESW	1-89N-14W	Access Rights	10/1/1968	478	254
Ray E. McKinney, et al	SWNW	1-89N-14W	Warranty Deed	9/23/1968	478	71
Vic's Realty, Inc.	Lot 32 Cedar Acres Addition	1-89N-14W	Warranty Deed	10/17/1968	478	513
Harvey A. Sutton, et al	Lots 29, 30 & 31 Cedar Acres Addition	1-89N-14W	Warranty Deed	9/30/1968	478	181
Vic's Realty, Inc.	Lot 28 Cedar Acres Addition	1-89N-14W	Warranty Deed	10/17/1968	478	511
Grace Junker	Lot 1 Woodlawn Place	1-89N-14W	Warranty Deed	7/2/1968	476	341
<b>Except that part conveyed to John L. Broline and Margaret C. Broline by Patent No. 2046, recorded in the Black Hawk County Recorder's Office on January 21, 1976, in Book 525, Page 756.</b>						
J.C. & Hazel L. Ruggles Trust, et al	Lot 21 & 22 Part of Bruhn's Subdivision	2-89N-14W	Warranty Deed	7/9/1968	476	395
Esther Grau, et al	Lot 9 First Addition to Woodlawn Place	2-89N-14W	Warranty Deed	11/20/1968	476	125
Aileen M. Mossman, et al	Lots 6, 7 & 8 First Addition to Woodlawn Place	2-89N-14W	Condemnation	9/23/1968	478	34
Harry J. Bruhn, et al	SENE	2-89N-14W	Warranty Deed	10/29/1968	478	629
Harry J. Bruhn, et al	SENE	2-89N-14W	Access Rights	11/6/1968	479	55
Cecil G. Dunlap, et ux	SENE	2-89N-14W	Warranty Deed	9/19/1968	477	261
Holgar H. Bruhn	Lot 5 First Addition to Woodlawn Place	2-89N-14W	Condemnation	9/30/1968	478	187
Whilma E. Zerán, et al	SWNW NWNW	1-89N-14W	Warranty Deed	9/23/1968	478	75
Ray E. McKinney, et al	SWNW	1-89N-14W	Warranty Deed	9/23/1968	478	73
Gulf Oil Corporation	SENW	1-89N-14W	Quit Claim Deed	11/28/1972	506	656
Fauntelle B. Bancroft	SWNW	1-89N-14W	Warranty Deed	3/8/1976	526	661
Susannah P. Parsons	SWNW NWSW NESW	1-89N-14W	Easement	8/18/1923	5	174
Julia M. Ford, et al	SESE NENE, SENE, NESE NWNW, SWNW, NWSW	26-90N-14W 35-90N-14W 36-90N-14W	Easement	6/13/1924	80	227
Reuben Ford	NWSW NESE	25-90N-14W 26-90N-14W	Easement	2/26/1924	80	160

Title and interest to any remainder of the above described roadway has never been conveyed by title instruments to the State of Iowa. All available descriptions, plats, maps, or engineering drawings will be transmitted in accord with Iowa Code Section 306.42(1).

This transfer is subject to the rights of all utilities in possession of any right of way and all rights of ingress and egress whether excepted, reserved, or granted by the transferring authority to land or to owners of land adjacent to the above described roadway. This transaction is exempt from transfer tax and a Declaration of Value is not required because the State of Iowa is the grantor, pursuant to Iowa Code Section 428A.2(6).

The Grantee for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this deed for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provisions of similar services or benefits, the Grantee shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Iowa Department of Transportation, acting for the State of Iowa, shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Iowa Department of Transportation, acting for the State of Iowa, and its assigns.

Should Grantee elect to dispose of these premises in the future, Grantee acknowledges that these premises were acquired for highway purposes and therefore any future disposal shall be in accordance with Iowa Code 306.23 in regard to the disposal of highway right of way.

Signed this 12<sup>th</sup> day of May, 2020.

*Scott Marler*

Scott Marler, Director  
Iowa Department of Transportation

STATE OF IOWA, STORY COUNTY, ss:

On this 12<sup>th</sup> day of May, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Scott Marler, to me personally known, and who, being by me duly sworn, did say that he is the Director of the Iowa Department of Transportation; that he signed this deed on behalf of the State of Iowa by authority of Order No. PD-95-95 of the State Transportation Commission dated December 13, 1994.



*Sheri L. Raab* (Sign in Ink)  
Notary Public.

(AFFIX NOTARIAL SEAL ABOVE ▲)

Approved as to form:  
DAVID S. GORHAM  
Special Assistant Attorney General

By *[Signature]* (Date) 5-5-2020  
Michael Moss  
Assistant Attorney General

## RESOLUTION NO. 9742

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION, RELATIVE TO THE TRANSFER OF JURISDICTION FOR PRESENT U.S. HIGHWAY 218 BETWEEN FIRST STREET AND THE NORTHERN CORPORATE LIMITS OF THE CITY OF CEDAR FALLS.

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered the execution of an agreement with the Iowa Department of Transportation, relative to the transfer of jurisdiction for present U.S. Highway 218 between First Street and the northern corporate limits of the City of Cedar Falls, Iowa, and

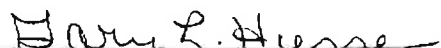
WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to authorize said agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the agreement with the Iowa Department of Transportation and the City relative to the transfer of jurisdiction for present U.S. Highway 218 between First Street and the northern corporate limits of the City of Cedar Falls, Iowa, is hereby approved and the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 10th day of October, 1994.

  
Ed Stachovic, Mayor

ATTEST:

  
Gary L. Gesse, CMC, City Clerk

IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR TRANSFER OF PUBLIC ROAD JURISDICTION

City: Cedar Falls

Agreement No.: 93-TJ-009

Project No.: TJ-218-7(165)--2M-07

This AGREEMENT entered into by and between the Iowa Department of Transportation, hereinafter referred to as STATE; and the City of Cedar Falls, Iowa, hereinafter referred to as CITY; and in consideration of these premises and the mutual covenants hereinafter set forth, it is hereby agreed that the public road segments described below be transferred:

WITNESSETH, that

- 1. In compliance with the provisions of Section 306.8 and Section 306.43, Code of Iowa 1993, the STATE agrees to transfer to the CITY the public road segment including right-of-way as follows:

That portion of present U.S. Highway 218 beginning at the west junction with Iowa Highway 57 (First Street), and extending north to the north corporate limits of the City of Cedar Falls, a length of approximately 2.61± miles, as shown on Exhibit A attached.

- A. The CITY agrees to accept the public road segment described in Section 1 of this agreement into its municipal street system in accordance with the provisions of Section 306.42, Code of Iowa 1993 and this Agreement.
- B. The CITY and STATE do hereby jointly agree to the jurisdictional change stated above in the manner provided in this Agreement and pursuant to Section 306.42 of the Code of Iowa 1993 which authorizes such Agreements respecting highways.
- C. The CITY and the STATE have examined the physical condition of the public road segment described in Section 1 of this agreement and have agreed that:





of the edge of any intersecting primary highway, either alter those rights or allow any new access.

5. In accordance with Section 1046 of the Intermodal Surface Transportation Efficiency Act of 1991, the CITY shall be responsible for carrying out the provisions of 23 U.S.C. 131 as they relate to outdoor advertising control for the public road segment described in Section 1 of this agreement. Essentially, this means that the CITY shall control advertising signs in accordance with the requirements set out in 23 CFR 750.705. The size, lighting, and spacing requirements that have been established for Iowa through an agreement with the Secretary of Transportation, are contained in Section 306C.13, Code of Iowa 1993.
6. If any section, provision, or part of this Agreement is found to be invalid or unconstitutional, such judgement shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. This Agreement shall be executed in two counterparts, each of which shall constitute but one and the same instrument.
8. This Agreement as set forth in Sections 1 through 8 herein, including referenced exhibits, constitutes the entire Agreement between the CITY and the STATE concerning this transfer of jurisdiction. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the STATE and the CITY.

IN WITNESS THEREOF, each of the parties hereto has executed Agreement No. 93-TJ-009 as of the date shown opposite its signature hereafter.

CITY OF CEDAR FALLS, IOWA

BY: Ed Stachovic                      October 10, 1994  
Title: Mayor

I, Gary L. Hesse, certify that I am the Clerk of the CITY, and that Ed Stachovic, who signed said Agreement for and on behalf of the CITY was duly authorized to execute the same by virtue of a formal resolution passed and adopted by the CITY on the 10<sup>th</sup> day of October, 1994.

Signed Gary L. Hesse, CMC  
City Clerk of Cedar Falls, Iowa

Date November 2, 1994

IOWA DEPARTMENT OF TRANSPORTATION

BY: E. Tom Cackler                      Date 12/16, 1994  
E. Tom Cackler - Director  
Project Development Division

Comm. Order No. PD-95-95





# Iowa Department of Transportation

Northeast Iowa Transportation Center  
 Box 741, Mason City, Iowa 50401  
 Telephone Number 515/423-7584



January 4, 1994

To:  
 Mr. James Krieg, P.E.  
 Director - Development Support  
 City of Cedar Falls  
 217 Washington Street  
 Cedar Falls, Iowa 50613

RE: Black Hawk County  
 City of Cedar Falls  
 TJ-218-7(165)--2M-07

Dear Jim,

Attached is a signed original of Agreement 93-TJ-009 for the transfer of jurisdiction of U.S. 218 from its intersection with Iowa 57 to the north corporate limits of the City of Cedar Falls to the City. This Agreement was approved by the Transportation Commission on December 13, 1994, by Commission Order Number PD-95-95.

Transfer will be effective after relocated U.S. 218 is opened to traffic, hopefully this summer. At that time, I will formally notify the City and initiate payment per the agreement.

Sincerely,

Phil Hassenstab, P.E.  
 Project Development Engineer

PH:cag  
 enclose.

cc: George Forsyth  
 Mark Callahan  
 Gerald Lund  
 file



DEPARTMENT OF DEVELOPMENTAL SERVICES

CITY OF CEDAR FALLS, IOWA  
217 WASHINGTON STREET  
CEDAR FALLS, IOWA 50613  
319-273-8606  
FAX 319-273-8610

**MEMORANDUM**

**TO:** Honorable Mayor Ed Stachovic and City Council  
**FROM:** James R. Krieg, P.E., Director *JRK*  
**DATE:** October 7, 1994  
**RE:** Transfer of Highway 218 Jurisdiction  
Project No. 1448

Enclosed is the Iowa Department of Transportation (IDOT) Agreement for Transfer of Public Road Jurisdiction on the above referenced project. This document proposes to transfer present U.S. Highway 218 beginning at the junction with Iowa Highway 57 (First Street) and extending north to the north Corporate Limits (approximately 2.6 miles). The transfer includes the roadway and two bridges.

The agreement conveys the Iowa DOT road segment to the City of Cedar Falls in accordance with the provisions of Section 306.42 of the Code of Iowa. The Code basically states that the roadway shall be brought to a state of good repair prior to the transfer of jurisdiction. The Iowa DOT has two options to provide this work. It may let a contract and administer the construction work themselves or it may provide a lump sum compensation to the effected jurisdiction to provide the repairs themselves. This specific Agreement provides that the State shall pay the City a lump sum amount of \$400,000 as full compensation for the City's acceptance of the roadway. It is anticipated that this amount will allow the City to place the public road segment in a state of good repair suitable for transfer/acceptance (see attached cost estimate).

The Iowa DOT definition of a "state of good repair" includes only repair/resurfacing of the traveled roadway. For this road they would provide full-depth patching/joint repair for the entire length and a 2-inch overlay from Longview Street north to the City Limits. No work would be performed outside the 24-foot roadway to improve side street connections, shoulders or ditches. The estimated cost for the Iowa DOT to perform the above noted work is approximately \$300,000.

Since initial receipt of this Agreement, discussion has occurred concerning anticipated surface treatment for the roadway and bridgework necessary to bring the entire road segment into a good state of repair. This final Agreement would provide funds for full depth patching and joint repair on the south portion of the project, a 3-inch overlay for the full length of the project, side street connections, shouldering, a 5% contingency and 10% for engineering and administration. The Cedar River Bridge, located immediately north of First Street, is basically a new bridge with no repairs necessary. The Snag Creek Bridge, located approximately 0.7 miles north of First Street, was constructed in 1969 and is generally in a good state of repair. The IDOT has recently patched the bridge deck and will repair and clean expansion joints later this year.

The new U.S. 218 is expected to open through north Cedar Falls by late summer of 1995. The actual Transfer of Jurisdiction would not occur until after the new highway is functional.

We recommend that Council accept this Agreement and authorize its execution for the City.

JRK:mc

att

xc: Larry Buchholz, P.E., City Engineer  
Ron Arends, P.E., Assistant City Engineer  
Randy Lorenzen, P.E., Assistant City Engineer  
Brian Harrington, Engineering Technician

10/7/94

**CONSTRUCTION COST ESTIMATE**  
**U.S. 218 TRANSFER OF JURISDICTION FROM WEST 1ST STREET**  
**NORTH TO THE NORTH CITY LIMIT**

Section 1: from West First Street to Longview Street, 5,300 feet

NOTE: No work required from West First Street to 200 feet north of the Tourist Park Entrance.

Description:	Cracks - routing and sealing, P.C.C. Surfaces 775 L.F. @ \$2.00	\$1,550.00
	Patches - full depth, by area 9 1/2" thick P.C.C. 100 Sq. Yd. @ \$75.00	\$7,500.00
	Pavement scarification 800 Sq. Yd. @ \$1.75	\$1,400.00
	Base, cleaning and preparation 13,070 Sq. Yd. @ \$0.75	\$9,802.50
	Binder Bitumen 2,610 Gal. @ \$1.70	\$4,437.00
	A.C.C., Type A Surface Course, Mixt, Size 1/2", 3" thickness 2,300 Tons @ \$43.00	\$98,900.00
	Shoulder material, blading and shaping 49 Stas. @ \$200.00	\$9,800.00
	Driveway and side street adjustment 1.0 Mi. @ \$15,000.00	\$15,000.00
	Pavement Markings 49 Sta. @ \$13.50	\$661.50
	Traffic Control 1.0 Mi. @ \$5,800.00/Mi.	<u>\$5,800.00</u>
	Subtotal	\$154,851.00
	Contingencies at 5%	7,743.00
	Inspection and overhead @ 10%	<u>15,485.00</u>
	<b>TOTAL</b>	<b>\$178,079.00</b>
	CALL	\$178,000

Section 2: From Longview Street north to the City Limit, 7,130 feet

Description	Base, cleaning and preparation 19,013 Sq. Yd. @ \$0.75	\$14,259.75
	A.C.C., Type A Surface Course, Mixt. Size 1/2", 3" thickness 3,150 Tons @ \$43.00	\$135,450.00
	Shoulder material, blading and shaping 71 Stas. @ \$200.00	\$14,200.00
	Driveway and side street adjustment 1.4 Mi. @ \$15,000.00	\$21,000.00
	Pavement Markings 71 Stas. @ \$13.50	\$958.50
	Traffic Control 1.4 Mi. @ \$5,800.00/Mi.	\$8,120.00
	Subtotal	<u>\$193,988.25</u>
	Contingencies @ 5%	9,699.00
	Inspection and Overhead @ 10%	<u>19,399.00</u>
	TOTAL	\$223,086.00
	CALL	\$223,000.00
	GRAND TOTAL	\$401,000.00



CITY OF CEDAR FALLS, IOWA

COUNCIL RECORD NO. 39847

APPLICATION  
COMMUNICATION  
PETITION  
REPORT

of Resolution #9742

Subject l

Remarks

Approving & authorizing the execution of an agreement with the Iowa Department of Transportation, relative to the transfer of jurisdiction for present US Highway 218 (between First Street to the northern corporate limits of the City of Cedar Falls.

Councilman Smith: noted that the railroad crossing should come in for additional work, as well as street in Northern Cedar Falls. Murphy - Why should we take additional responsibility for 2.6 miles of State Highway? Jim Krieg responded: Previous Interstate Agreement going back approximately 16 yrs, that we would take when replacement highway constructed & these are in a state of good repair. (No major improvements needed in next 5 years)

Moved by Councilman: Rider Seconded by Councilman: Morris that Resolution # 9742 be adopted.

Aye	Nay	Absent
<u>Murphy</u>		
<u>Rider</u>		
<u>Smith</u>		
<u>Morris</u>		
<u>Hauenstrite</u>		

Motion carried

City Clerk