

# AGENDA CITY OF CEDAR FALLS, IOWA CITY COUNCIL MEETING MONDAY, MARCH 07, 2022 7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET

### Call to Order by the Mayor

### **Roll Call**

### **Approval of Minutes**

1. Regular meeting of February 21, 2022.

### **Agenda Revisions**

### **Special Presentations**

2. Proclamation recognizing March 8, 2022 as International Women's Day.

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

### **Special Order of Business**

- 3. Public hearing on proposed FY23 Budget for the City of Cedar Falls.
  - a) Receive and file proof of publication of notice of hearing. (Notice published February 23, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the FY23 Budget for the City of Cedar Falls.
- 4. Continuation of the public hearing on a proposal to enter into an Agreement for Private Development and to consider conveyance of certain city-owned real estate to McWing, L.L.C.
  - a) Staff comments.
  - b) Public comments.
  - c) Resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Deed Without Warranty conveying certain city-owned real estate to McWing, L.L.C.
- 5. Public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to KL Iowa 01, L.L.C.
  - a) Receive and file proof of publication of notice of hearing. (Notice published February 25, 2022)
  - b) Written communications filed with the City Clerk.

- c) Staff comments.
- d) Public comments.
- e) Resolution approving and authorizing execution of an Agreement for Private Development, and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to KL Iowa 01, L.L.C.
- 6. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 CDBG Sanitary Sewer Rehabilitation Project.
  - a) Receive and file proof of publication of notice of hearing. (Notice published February 25, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 CDBG Sanitary Sewer Rehabilitation Project.
- 7. Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to deleting all shared parking requirements in the Downtown Character District.
  - a) Receive and file proof of publication of notice of hearing. (Notice published February 25, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to deleting all shared parking requirements in the Downtown Character District, upon its first consideration. (requires at least five aye votes).
- <u>8.</u> Public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios in the Downtown Character District.
  - a) Receive and file proof of publication of notice of hearing. (Notice published February 25, 2022)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to one parking space per bedroom, upon its first consideration. (requires at least five aye votes)

OR

Pass an ordinance amending Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to .75 parking spaces per bedroom, but not less than one parking space per unit, as recommended by the Planning & Zoning Commission, upon its first 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.)

- 9. Receive and file a communication from the Mayor relative to the appointment of Zachary Zippe as Student Liaison, term ending 04/30/2022.
- 10. Receive and file the City Council Work Session minutes of February 21, 2022 relative to the Public Safety Director Position and Public Safety Model.
- 11. Receive and file the 2021 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.
- 12. Receive and file Departmental Monthly Reports of January 2022.
- 13. Approve the following applications for beer permits and liquor licenses:
  - a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service renewal.
  - b) Scoopskis, 1828 Waterloo Road, Class B beer & outdoor service renewal.
  - c) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor renewal.
  - d) Deringer's Public Parlor, 314 ½ Main Street, Class C liquor renewal.
  - e) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C liquor & outdoor service renewal.
  - f) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor renewal.
  - g) Prime Mart, 2728 Center 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.)

- 14. Resolution approving and adopting certain revised Personnel Policies for the City of Cedar Falls.
- 15. Resolution levying a final assessment for costs incurred by the City to mow property located at 923 Ellen Street.
- 16. Resolution approving and authorizing submission of a Peace Officer Retention Bonus Grant application to the State of Iowa.
- 17. Resolution approving a C-2 Commercial Zoning District site plan for a storage facility to be located at 3717 Midway Drive.
- 18. Resolution approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with Terracon Consultants, Inc. for an extension of the 2019 Construction Testing Services through the 2023 construction season.
- 19. Resolution receiving and filing the bids, and approving and accepting the low bid of Peterson Contractors, Inc., in the amount of \$3,266,189.70, for the 2022 Street Construction Project.
- 20. Resolution approving and accepting the contract and bond of Peterson Contractors, Inc. for the West Viking Road Industrial Park Phase V Project.
- 21. Resolution approving and authorizing execution of two Owner Purchase Agreements and one Tenant Purchase Agreement, and approving and accepting two Permanent Utility Easements and two Temporary Grading Easements, in conjunction with the Olive Street Box Culvert Replacement Project.
- 22. Resolution approving and authorizing execution of two Owner Purchase Agreements, and approving and accepting two Temporary Construction easements, in conjunction with the West 27th Street Reconstruction Project.

### **Allow Bills and Claims**

23. Allow Bills and Claims for March 7, 2022.

**City Council Referrals** 

**City Council Updates** 

Staff Updates

Adjournment

## CITY HALL CEDAR FALLS, IOWA, FEBRUARY 21, 2022 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 8:07 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield, Sires, Dunn. Absent: None.

- 53673 It was moved by Kruse and seconded by Harding that the minutes of the Regular Meeting of February 7, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- The Mayor noted that item #15 on the Resolution Calendar was being removed from the agenda and would be considered at the March 7, 2022 meeting, and City Clerk Danielsen noted that Executive Session was being removed from the agenda.
- 53675 Mayor Green read a Proclamation recognizing March 2, 2022 as Read Across America Day. Cedar Falls Library Director Kelly Stern accepted and commented about a new program, *Dolly Parton's Imagination Library Project*.
- Fosemary Beach, 5018 Sage Road, spoke about the preservation of the Honors Cottage and noted the Homer Seerley House was recognized officially as the first 2022 Most Endangered Property. She requested that UNI place the houses on the National Registry.
  - Mary LeGore, 2602 Cedar Heights Drive, requested consideration of the impact on citizens on fixed incomes regarding raising property taxes.
- 53677 Mayor Green announced that in accordance with the public notice of February 8, 2022, this was the time and place for a public hearing on the proposed maximum levy for affected property tax levies for FY2023. It was then moved by deBuhr and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53678 The Mayor then asked if there were any written communications filed to the proposed maximum levy. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief summary of the proposed levy. There being no one else present wishing to speak about the proposed levy, the Mayor declared the hearing closed and passed to the next order of business.
- 53679 It was moved by Harding and seconded by Sires that Resolution #22,681, approving and adopting the maximum levy for affected property tax levies for FY2023, be adopted. Following questions and comments by Councilmembers Sires, Ganfield, deBuhr, Harding, Kruse and Schultz, and Mayor Green, and

responses by Finance & 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: deBuhr, Kruse, Harding, Dunn, Schultz. Nay: Ganfield, Sires. Motion Carried. The Mayor then declared Resolution #22,681 duly passed and adopted.

- 53680 Mayor Green announced that in accordance with the public notice of February 11, 2022, this was the time and place for a public hearing on the proposal to enter into a February 2022 Amendment to Development Agreement with Cedar Falls Municipal Utilities relative to the Unified Highway 58 Corridor Urban Renewal Area. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53681 The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed amendment. There being no one else present wishing to speak about the proposed amendment, the Mayor declared the hearing closed and passed to the next order of business.
- 53682 It was moved by Kruse and seconded by Harding that Resolution #22,682, approving and authorizing execution of a February 2022 Amendment to Development Agreement with Cedar Falls Municipal Utilities relative to the Unified Highway 58 Corridor Urban Renewal Area, be adopted. Following a question by Councilmember Schultz, and response by Economic Development Coordinator Graham, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion Carried. The Mayor then declared Resolution #22,682 duly passed and adopted.
- Mayor Green announced that in accordance with the public notice of February 11, 2022, this was the time and place for a public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to Wayne Estates, L.L.C. It was then moved by Kruse and seconded by Ganfield that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53684 The Mayor then asked if there were any written communications filed to the proposed agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed agreement. There being no one else present wishing to speak about the proposed agreement, the Mayor declared the hearing closed and passed to the next order of business.
- 53685 It was moved by deBuhr and seconded by Kruse that Resolution #22,683, approving and authorizing execution of an Agreement for Private Development,

and approving and authorizing execution of a Quit Claim Deed conveying certain city-owned real estate to Wayne Estates, L.L.C, 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion Carried. The Mayor then declared Resolution #22,683 duly passed and adopted.

- Mayor Green announced that in accordance with the public notice of February 11, 2022, this was the time and place for a public hearing on a proposal to enter into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to McWing, L.L.C. 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.
- 53687 The Mayor then asked if there were any written communications filed to the proposed agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed agreement and requested that the public hearing be continued. It was then moved by deBuhr and seconded by Harding to continue the hearing to the March 7, 2022 City Council meeting. Motion carried unanimously.
- Mayor Green announced that in accordance with the public notice of February 11, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the 2022 Street Construction Project. It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 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. Civil Engineer Claypool provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 53690 It was moved by Ganfield and seconded by Harding that Resolution #22,684, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Street Construction Project, be adopted. Following a question by Councilmember Kruse, it was moved by Kruse and seconded by Sires to amend the motion to remove the portion of the overlay on Hudson Road from 1<sup>st</sup> -12<sup>th</sup> Street. Following a comment by Public Works Director Schrage, questions and comments by Councilmembers Kruse, Harding, deBuhr, Schultz and Sires, and responses by Schrage and Civil Engineer Claypool, the motion failed 1-6, with deBuhr, Harding, Ganfield, Sires, Dunn and Schultz voting Nay. The Mayor put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion Carried. The Mayor then declared Resolution #22,684 duly passed and adopted.

- Mayor Green announced that in accordance with the public notice of February 11, 2022, this was the time and place for a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the Oak Park Boulevard Sanitary Sewer Repair Project It was then moved by Ganfield and seconded by Harding that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 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. Civil Engineer Tolan provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed plans, etc., the Mayor declared the hearing closed and passed to the next order of business.
- 53693 It was moved by Ganfield and seconded by Kruse that Resolution #22,685, approving and adopting the plans, specifications, form of contract & estimate of cost for the Oak Park Boulevard Sanitary Sewer Repair Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion Carried. The Mayor then declared Resolution #22,685 duly passed and adopted.
- 53694 It was moved by Dunn and seconded by Ganfield that the rules requiring Ordinance #3005 be considered at three separate meetings, be suspended. 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried.

It was then moved by Ganfield and seconded by Harding that Ordinance #3005, amending Chapter 12, Human Relations, of the Code of Ordinances relative to the Human Rights Commission, be passed upon its third & final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. The Mayor then declared Ordinance #3005 duly passed and adopted.

53695 - It was moved by Harding and seconded by Ganfield that the following items on the Consent Calendar be received, filed and approved:

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

- a) Ruby Hibben, Board of Adjustment, term expiring 03/31/2026.
- b) Michael Mahncke, Historic Preservation Commission, term expiring 03/31/2025.

Receive and file the Work Session minutes of February 7, 2022 relative to the following item:

a) Downtown Zoning Changes.

Receive and file the Committee of the Whole minutes of February 7, 2022 relative to the following items:

- a) Board of Adjustment Interview-Ruby Hibben.
- b) FY23 Budget Presentation.

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

Approve the following applications for beer permits and liquor licenses:

- a) Panther Lounge, 210 East 18th Street, Class C liquor renewal.
- b) River Place Plaza, 200 East 2nd Street Plaza, Special Class C liquor & outdoor service 8-month permit with exceptions.

Motion carried unanimously.

53696 - It was moved by Ganfield and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #22,686, levying a final assessment for costs incurred by the City to mow property located at 2303 Washington Street.

Resolution #22,687, approving and authorizing execution of a Licensed Training Provider Agreement with the American Red Cross relative to providing licensed training, materials and certifications to City staff.

Resolution #22,688, approving and authorizing execution of an Agreement for Professional Services with Family Management Financial Solutions, Inc. relative to Community Block Grant (CDBG) funding for service agencies.

Resolution #22,689, receiving and filing the bids, and approving and accepting the low bid of Petersen Contractors, Inc., in the amount of \$8,147,645.50, for the West Viking Road Industrial Park Phase V Project.

Resolution #22,690, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2022 Bridge Inspection Project.

Resolution #22,691, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the Mandalay Drive Slope Repair Project.

Resolution #22,692, approving the Certificate of Completion and accepting the work of Cobalt Contracting, L.C. for the 2021 Sidewalk Assessment Project - Zone 4.

Resolution #22,693, approving the Final Statement of Expenditures for the 2021 Sidewalk Assessment Project - Zone 4.

Resolution #22,694, receiving and filing, and approving the plans, specifications and estimate of cost for the Lake Street Trail Project.

Resolution #22,695, receiving and filing, and setting March 7, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2022 CDBG Sanitary Sewer Rehabilitation Project.

Resolution #22,696, setting March 7, 2022 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of certain city-owned real estate to KL lowa 01, L.L.C.

Resolution #22,697, setting March 7, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to one parking space per bedroom.

Resolution #22,698, setting March 7, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to increasing parking ratios for residential mixed-use and multi-unit buildings in the Downtown Character District to .75 parking space per bedroom, as recommended by the Planning & Zoning Commission.

Resolution #22,699, setting March 7, 2022 as the date of public hearing on the proposed FY23 Budget for the City of Cedar Falls

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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried. The Mayor then declared Resolutions #22,686 through #22,699 duly passed and adopted.

- 53697 It was moved by deBuhr and seconded by Harding that Resolution #22,700, approving and authorizing the expenditure of funds for the purchase of dump truck/snow plow components for the Public Works Department, be adopted. Following questions by Councilmember Ganfied and responses by Public Works Director Schrage and Fleet Maintenance Supervisor Rawdon, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried. The Mayor then declared Resolution #22,700 duly passed and adopted.
- It was moved by Harding and seconded by Dunn that Resolution #22,701, setting March 7, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to removal of the shared parking requirement in the Downtown Character District, be adopted. Following a comment by Councilmember Kruse, it was moved by Kruse and seconded by Sires to postpone the public hearing to the March 21, 2022 City Council meeting. Following questions and comments by Councilmembers deBuhr and Ganfield, and responses by City Attorney Rogers, the motion failed 3-4, with Harding, Ganfield, Sires and Dunn voting Nay. The Mayor then put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Ganfield, Sires, Dunn. Nay: deBuhr, Kruse, Schultz. Motion carried. The Mayor then declared Resolution #22,701 duly passed and adopted.

- 53699 It was moved by Kruse and seconded by Harding that the bills and claims of February 21, 2022 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: deBuhr, Kruse, Harding, Ganfield, Sires, Dunn, Schultz. Nay: None. Motion carried.
- 53700 It was moved by Kruse and seconded by deBuhr to refer to the Committee of the Whole a discussion on the criteria of shared parking. Following comments by Councilmember Kruse and Mayor Green, and response by City Attorney Rogers, Mayor Green ruled the motion out of order.

It was then moved by Kruse and seconded by deBuhr to refer to the Planning and Zoning Commission a discussion on the criteria of shared parking to restrict shared parking to on-site only. Following comments by Community Development Director Sheetz and Councilmember Dunn, the motion carried 5-2, with Harding and Dunn voting Nay.

It was then moved by Kruse and seconded by Shultz to refer to the Committee of the Whole considerations or modifications to improve safety from 6<sup>th</sup> and Main to 6<sup>th</sup> and State Streets. Following comments and questions by Councilmembers Kruse, Schultz and Dunn, and Mayor Green, and responses by Public Works Director Schrage, the motion carried unanimously.

- 53701 Councilmember Ganfield endorsed the book, "Nate's Triumph" by Nate Trainor about inclusivity. He also encouraged use of the Cedar Falls Public Library.
- 53702 It was moved by Kruse and seconded by Ganfield that the meeting be adjourned at 9:44 P.M. Motion carried unanimously.

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



### **INTERNATIONAL WOMEN'S DAY**

March 8, 2022

**WHEREAS,** International Women's Day was honored for the first time in Austria, Denmark, Germany and Switzerland in 1911; and

**WHEREAS,** March 8 is celebrated worldwide as International Women's Day to recognize the achievements of women and their contribution to society; and

WHEREAS, women can celebrate significant progress in equality globally, but also contemplate those areas where more can be done through access to education, health care and paid labor, as well as legislation to ensure equal opportunities for women and respect for their human rights; and

**WHEREAS**, nowhere in the world can women claim to have all the same rights and opportunities as men, and until we all work together to secure the rights and full potential of women, lasting solutions to social, economic and political problems are unlikely to be found;

**THEREFORE,** I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim March 8, 2022, as **International Women's Day** in the city of Cedar Falls, and encourage citizens to work to addresses the social, economic and political barriers still facing women and girls while celebrating their achievements and the progress made in support of women's equality.

Signed this  $28^{th}$  day of February, 2022.



Manay Dahart M. Cuan

Mayor Robert M. Green



### **DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

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

### INTEROFFICE MEMORANDUM

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

FROM: Jennifer Rodenbeck, Director of Finance & Business Operations

**DATE:** March 1, 2022

**SUBJECT:** FY2023 Budget

Attached are the state budget forms for the FY23 budget. This sets the rate at \$11.51. This rate decreased from the \$11.67 rate that was originally presented to Council. Based on the amendments that Council discussed at the February 28<sup>th</sup> committee meeting, the cuts to the budget in the amount of approximately \$335,000 were incorporated into the budget to arrive at the new proposed rate of \$11.51.

The public hearing for Monday night is the second hearing as required by the new state requirements. This hearing actually approves the FY23 budget. The budget, as presented, taking into account the \$11.51 rate, rollback percentages, and reassessment, will cause a 3.22% increase on residential properties, a 1.14% increase on commercial & industrial properties, and a 4.48% decrease on multi-residential properties.

Along with the state required forms, the revised budget document is included in the council packet. Once the budget is formally approved, a final budget document will be published on our website.

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

### FISCAL YEAR JULY 1, 2022 - JUNE 30, 2023 ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : CEDAR FALLS County Name: BLACK HAWK COUNTY

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

		With Gas & Electric		Without Gas & Electric
Regular	2a	2,064,620,691	2b	2,060,390,605
DEBT SERVICE	3a	2,269,246,608	3b	2,265,016,522
Ag Land	4a	6,452,342		

City Number: 07-046 Last Official Census: 40,713

### TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW			Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	16,723,428	16,689,164	43	8.10000
Non-Voted Other Permissible Levies								
Contract for use of Bridge	0.67500			6		0	44	0.00000
Opr & Maint publicly owned Transit	0.95000			7	456,100	455,161	45	0.22091
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46	0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47	0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48	0.00000
Aviation Authority (under sec.330A.15)	0.27000			11		0	49	0.00000
Levee Impr. fund in special charter city	0.06750			13		0	51	0.00000
Liability, property & self insurance costs	Amt Nec			14	249,340	248,833	52	0.12077
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462	576,590	575,405	465	0.27927
Voted Other Permissible Levies								
Instrumental/Vocal Music Groups	0.13500			15	35,000	34,924	53	0.01695
Memorial Building	0.81000			16		0	54	0.00000
Symphony Orchestra	0.13500			17		0	55	0.00000
Cultural & Scientific Facilities	0.27000			18		0	56	0.00000
County Bridge	As Voted			19		0	57	0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58	0.00000
Aid to a Transit Company	0.03375			21		0	59	0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60	0.00000
City Emergency Medical District	1.00000			463		0	466	0.00000
Support Public Library	0.27000			23	557,448	556,305	61	0.27000
Unified Law Enforcement	1.50000			24		0	62	0.00000
Total General Fund Regular Levies (5 thru 24)				25	18,597,906	18,559,792		
Ag Land	3.00375			26	19,381	19,381	63	3.00372
<b>Total General Fund Tax Levies (25 + 26)</b>				27	18,617,287	18,579,173		
Special Revenue Levies								
Emergency (if general fund at levy limit)	0.27000			28		0	64	0.00000
Police & Fire Retirement	Amt Nec			29	1,136,090	1,133,771		0.55027
FICA & IPERS (if general fund at levy limit)	Amt Nec			30	1,593,540	1,590,271		0.77183
Other Employee Benefits	Amt Nec			31	1,473,770	1,470,748		0.71382
Total Employee Benefit Levies (29,30,31)				32	4,203,400	4,194,790	65	2.03592
Sub Total Special Revenue Levies (28+32)				33	4,203,400	4,194,790		
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation					
SSMID 1		12,566,203	12,566,203	34	48,883	48,883	66	3.89004
SSMID 2		8,703,507	8,703,507	35	23,935	23,935	67	2.75004
SSMID 3		0	0	36		0	68	0.00000
SSMID 4		0	0	37		0	69	0.00000
SSMID 5		0	0	555		0	565	0.00000
SSMID 6		0	0			0	566	0.00000
SSMID 7		0	0	1177		0	1179	0.00000
SSMID 8		0	0	1185		0	1187	0.00000
<b>Total Special Revenue Levies</b>				39	4,276,218	4,267,608		
Debt Service Levy 76.10(6)	Amt Nec			40	1,061,750	1,059,779	70	0.46789
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71	0.00000
Total Property Taxes (27+39+40+41)				42	23,955,255	23,906,560	72	11.51171

( Signature )	(Date)	( County Auditor )	(Date)	14	

### Item 3.

### NOTICE OF PUBLIC HEARING - CITY OF CEDAR FALLS - PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2022 - June 30, 2023

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

Meeting Date: 2/21/2022 Meeting Time: 07:00 PM Meeting Location: Cedar Falls Community Center, 528 Main Street, Cedar Falls, Iowa At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available) cedarfalls.com

City Telephone Number (319) 273-8600

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	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	1,964,300,512	2,064,620,691	2,064,620,691	
Tax Levies:				
Regular General	15,910,834	15,910,834	16,723,428	
Contract for Use of Bridge			0	
Opr & Maint Publicly Owned Transit	442,820	442,820	456,100	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.			0	
Opr & Maint of City-Owned Civic Center			0	
Planning a Sanitary Disposal Project			0	
Liability, Property & Self-Insurance Costs	125,020	125,020	249,340	
Support of Local Emer. Mgmt. Commission	539,730	539,730	576,590	
Emergency			0	
Police & Fire Retirement	1,699,310	1,699,310	1,136,090	
FICA & IPERS	1,506,940	1,506,940	1,593,540	
Other Employee Benefits	976,150	976,150	1,473,770	
Total Tax Levy	21,200,804	21,200,804	22,208,858	4.75
Tax Rate	10.79306	10.26862	10.75687	

### Explanation of significant increases in the budget:

Significant increases to the budget are caused by staffing costs, including negotiated salary and benefit increases.

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

cedarfalls.com; https://www.facebook.com/citycf; https://twitter.com/CityCF; https://www.instgram.com/cedar\_falls\_iowa/
\*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

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

FUND BALANCE City Name: CEDAR FALLS Fiscal Year July 1, 2022 - June 30, 2023

		17.0	SPECIAL	TIF SPECIAL	DEBT	CAPITAL		TOTAL	Ya A Talada O da	GRAND
	GENEKAL		REVENUES	REVENUES	SERVICE	PROJECTS	FERMANENT	GOVERNMENT	PROPRIEIARY	TOTAL
Annual Report FY 2021										
Beginning Fund Balance July 1	1 11,108,237	3,237	42,355,791	0	633,246	16,917,237	0	71,014,511	18,426,701	89,441,212
Actual Revenues Except Beg Balance	2 29,753,390	390	23,082,595	4,039,839	797,469	15,803,331	0	73,476,624	13,305,346	86,781,970
Actual Expenditures Except End Balance	3 29,879,339	688'	18,030,400	4,039,839	853,222	10,448,811	0	63,251,611	608'056'6	9,950,809 73,202,420
Ending Fund Balance June 30	4 10,982,288	3,288	47,407,986	0	577,493	22,271,757	0	81,239,524	21,781,238	21,781,238 103,020,762
Re-Estimated FY 2022										
Beginning Fund Balance	5 10,982,288	,288	47,407,986	0	577,493	22,271,757	0	81,239,524	21,781,238	21,781,238 103,020,762
Re-Est Revenues	6 27,271,045	,045	22,484,204	5,981,500	872,850	10,801,659	0	67,411,258	12,696,641	80,107,899
Re-Est Expenditures	7 27,271,045	,045	27,394,378	5,981,500	904,280	18,082,512	0	79,633,715	13,760,948	93,394,663
Ending Fund Balance	8 10,982,288	3,288	42,497,812	0	546,063	14,990,904	0	69,017,067	20,716,931	89,733,998
Budget FY 2023										
Beginning Fund Balance	9 10,982,288	3,288	42,497,812	0	546,063	14,990,904	0	69,017,067	20,716,931	89,733,998
Revenues	10 29,302,430	2,430	21,286,380	5,985,020	2,129,200	17,945,020	0	76,648,050	12,688,300	89,336,350
Expenditures	11 29,302,430	2,430	26,397,640	5,985,020	2,129,200	30,915,470	0	94,729,760	11,799,590	11,799,590 106,529,350
Ending Fund Balance	12 10,982,288	2,288	37,386,552	0	546,063	2,020,454	0	50,935,357	21,605,641	72,540,998

LOCAL EMC SUPPORT City Name: CEDAR FALLS Fiscal Year July 1, 2022 - June 30, 2023

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	576,590	575,405
TOTAL FOR FY 2023	576,590	575,405

# RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1 City Name: CEDAR FALLS Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PERMANENT PROPRIETARY	RE- ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY									
Police Department/Crime Prevention	1 5,666,010	775,306						6,441,316	6,520,189
Jail	2							0	0
Emergency Management	3 539,730							539,730	405,603
Flood Control								0	0
Fire Department	5 3,653,609	791,074						4,444,683	4,035,159
Ambulance	9							0	0
Building Inspections	7 919,632							919,632	866,743
Miscellaneous Protective Services	8							0	0
Animal Control	9 123,000							123,000	118,657
Other Public Safety	10 38,000							38,000	68,711
TOTAL (lines 1 - 10)	11 10,939,981	1,566,380				0		12,506,361	12,015,062
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	18,926,507						18,926,507	10,121,864
Parking - Meter and Off-Street	13	302,867						302,867	282,764
	14							0	0
Traffic Control and Safety	15							0	0
	16							0	0
Highway Engineering	17 1,591,829							1,591,829	1,405,532
	18							0	0
Airport (if not Enterprise)	19							0	0
rprise)	20							0	0
	21							0	0
TOTAL (lines 12 - 21)	22 1,591,829	19,229,374				0		20,821,203	11,810,160
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24	32,000						32,000	203,757
Payments to Private Hospitals	25							0	0
	26 13,000							13,000	13,000
Control	27							0	0
	28							0	0
Other Health and Social Services								0	0
TOTAL (lines 23 - 29)	30 13,000	32,000				0		45,000	216,757
CULTURE & RECREATION									
Library Services	31 2,094,118							2,094,118	2,121,741
Museum, Band and Theater	32 515,659	7,000						522,659	485,827
Parks	33 1,816,846	170,000						1,986,846	1,585,985
Recreation	34 2,297,376	22,000						2,319,376	1,400,380
Cemetery	35 394,811							394,811	299,462
Community Center, Zoo, & Marina	36	54,304						54,304	51,796
reation								726,469	1,112,056
TOTAL (lines 31 - 37)	38 7,193,810	904,773				0		8,098,583	7,057,247

Item 3.

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2 City Name: CEDAR FALLS Fiscal Year July 1, 2021 - June 30, 2022

								4	
GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT PROPRIETARY		KE- ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT									
Community Beautification	39	49,380						49,380	304,826
	40							0	0
Renewal	41	2,032,167						2,032,167	1,827,609
	42 784,209							784,209	648,519
& Econ Development	43 202,651							202,651	192,189
	44							0	0
TOTAL (lines 39 - 44)	45 986,860	2,081,547	0			0		3,068,407	2,973,143
GENERAL GOVERNMENT									
Mayor, Council, & City Manager	46 836,663							836,663	685,386
Clerk, Treasurer, & Finance Adm.	47 1,576,803							1,576,803	1,345,277
Elections	48 40,000							40,000	50,235
Legal Services & City Attorney	49 391,028							391,028	537,636
City Hall & General Buildings	50 826,882							826,882	988,656
Tort Liability	51 125,020							125,020	234,970
Other General Government	52 993,859	686,195						1,680,054	1,113,298
TOTAL (lines 46 - 52)	53 4,790,255	686,195	0			0		5,476,450	4,926,690
DEBT SERVICE	54			904,280				904,280	853,222
Gov Capital Projects	55				9,805,542			9,805,542	10,442,871
TIF Capital Projects	56				8,276,970			8,276,970	0
TOTAL CAPITAL PROJECTS	57 0	0	0		18,082,512	0		18,082,512	10,442,871
TOTAL Governmental Activities Expenditures (lines 11+22+30+38+44+52+53+54)	58 25,515,735	24,500,269	0	904,280	18,082,512	0		69,002,796	50,295,152
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
Water Utility	65							0	0
Sewer Utility	09						3,052,775	3,052,775	3,345,232
Electric Utility	61							0	0
Gas Utility	62							0	0
	63							0	0
Landfill/Garbage	64						3,330,755	3,330,755	2,852,834
	65							0	0
Cable TV, Internet & Telephone	99							0	0
Housing Authority	29							0	0
	89						990,348	990,348	569,506
sp., ISF, parking, etc.)	69							0	0
	70						1,549,900	1,549,900	1,555,585
	71						3,221,330	3,221,330	0
Enterprise TIF CAPITAL PROJECTS	72							0	0
TOTAL BUSINESS TYPE EXPENDITURES (lines 59+72)	73						12,145,108	12,145,108	8,323,157
TOTAL ALL EXPENDITURES (lines 58+73)	74 25,515,735	24,500,269	0	904,280	18,082,512	0	12,145,108	81,147,904	58,618,309
Regular Transfers Out	75 1,755,310	2,894,109			0		1,615,840	6,265,259	10,544,272
Internal TIF Loan Transfers Out	92		5,981,500		0			5,981,500	4,039,839
			5,981,500	0	0		1,615,840	12,246,759	14,584,111
Fin Uses (lines 74+77)			5,981,500	904,280	18,082,512		13,760,948	93,394,663	73,202,420
Ending Fund Balance June 30	79 10,982,288	42,497,812	0	546,063	14,990,904	0	20,716,931	89,733,998	103,020 363
									1

RE-ESTIMATED REVENUES DETAIL City Name: CEDAR FALLS Fiscal Year July 1, 2021 - June 30, 2022

REVENUES & OTHER FINANCING SOURCES	GENERAI	. 1	SPECIAL	THE SPECIAL REVENIES	SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	KE- ESTIMATED	ACTUAL
			TONTA	NEVENOES	SENTICE	SICARONI			2022	1707
Taxes Levied on Property	1 17,40	17,403,441	4,271,569		654,489				22,329,499	23,058,833
Less: Uncollected Property Taxes - Levy Year	2								0	
Net Current Property Taxes (line 1 minus line 2)	3 17,403,44	3,441	4,271,569		654,489	0			22,329,499	23,058,833
Delinquent Property Taxes	4								0	
TIF Revenues	5			5,981,500					5,981,500	3,981,276
Other City Taxes:										
Utility Tax Replacement Excise Taxes	6 14	142,798							142,798	105,804
Utility francise tax (Iowa Code Chapter 364.2)	7								0	
Parimutuel wager tax	8								0	
Gaming wager tax	6								0	
Mobile Home Taxes	10 4	42,891							42,891	29,229
Hotel/Motel Taxes	11 39	396,200	396,200						792,400	754,252
Other Local Option Taxes	12		7,288,797						7,288,797	6,007,690
Subtotal - Other City Taxes (lines 6 thru 12)	13 58	581,889	7,684,997		0	0			8,266,886	6,896,975
Licenses & Permits	14 1,02	1,027,030							1,027,030	1,531,722
Use of Money & Property	15 5	53,973	248,088			86,964		141,468	530,493	1,710,386
Intergovernmental:										
Federal Grants & Reimbursements	16		1,997,906						1,997,906	2,736,341
Road Use Taxes	17		6,327,568						6,327,568	5,879,631
Other State Grants & Reimbursements		888,031			17,361	1,561,370			2,466,762	1,720,170
Local Grants & Reimbursements		1,987,006				1,500,000			3,487,006	3,917,316
Subtotal - Intergovernmental (lines 16 thru 19)	20 2,87	2,875,037	8,325,474	0	17,361	3,061,370		0	14,279,242	14,253,458
Charges for Fees & Service:										
Water Utility	21								0	
Sewer Utility	22							7,825,604	7,825,604	7,067,37
Electric Utility	23								0	
Gas Utility	24								0	
Parking	25		184,697						184,697	98,218
Airport	26								0	
Landfill/Garbage	27							3,034,296	3,034,296	2,854,976
Hospital	28								0	
Transit	29								0	0
Cable TV, Internet & Telephone	30		516,478						516,478	521,649
Housing Authority	31								0	
Storm Water Utility	32							1,107,684	1,107,684	1,054,249
Other Fees & Charges for Service		1,917,524	206,706						2,124,230	1,462,408
Subtotal - Charges for Service (lines 21 thru 33)		1,917,524	907,881		0	0	0	11,967,584	14,792,989	13,058,87
Special Assessments	35								0	39,965
Miscellaneous	36 12	128,792	129,955			90,605		304,149	653,501	4,063,654
Other Financing Sources:	37 3,28	3,283,359	916,240		201,000	1,581,220		283,440	6,265,259	10,544,272
Internal TIFT oan Transfers In	38					5 981 500			5 981 500	4 039 839
Subtotal ALL Operating Transfers In		3.283.359	916.240	0	201.000	7.562.720	0	283.440	12.246,759	14.584.11
Proceeds of Debt (Excluding TIF Internal Borrowing)			`		`	`		`	0	3,602,719
Proceeds of Capital Asset Sales	41								0	
Subtotal-Other Financing Sources (lines 36 thru 38)	42	3,283,359	916,240	0	201,000	7,562,720	0	283,440	12,246,759	18,186,830
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43	27,271,045	22,484,204	5,981,500	872,850	10,801,659	0	12,696,641	80,107,899	Ite. 82,98
inning Fund Balance July 1	44 10,982,288	32,288	47,407,986	0	577,493	22,271,757	0	21,781,238	103,020,762	-
			00,00000							

EXPENDITURES SCHEDULE PAGE 1 City Name: CFDAR FALLS

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GOVERNMENT ACTIVITIES	GENERAL	L SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2023	RE- ESTIMATED 2022	ACTUAL 2021
PUBLIC SAFETY										
Police Department/Crime Prevention	1 6,248,550	1,023,790						7,272,340	6,441,316	6,520,189
Jail								0	0	0
Emergency Management	3 576,590	00						276,590	239,730	405,603
Flood Control	4							0	0	0
Fire Department	5 3,705,530	665,070						4,370,600	4,444,683	4,035,159
Ambulance	9							0	0	0
Building Inspections	7 1,066,180	08						1,066,180	919,632	866,743
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 123,000	00						123,000	123,000	118,657
Other Public Safety	10 38,000	00						38,000	38,000	68,711
TOTAL (lines 1 - 10)	11 11,757,850	1,688,860				0		13,446,710	12,506,361	12,015,062
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	17,291,250						17,291,250	18,926,507	10,121,864
Parking - Meter and Off-Street	13	398,640						398,640	302,867	282,764
Street Lighting	14							0	0	0
Traffic Control and Safety	15							0	0	0
Snow Removal	16							0	0	0
Highway Engineering	17 1,759,200	00						1,759,200	1,591,829	1,405,532
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20							0	0	0
Other Public Works								0	0	0
TOTAL (lines 12 - 21)	22 1,759,200	17,689,890				0		19,449,090	20,821,203	11,810,160
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24	15,000						15,000	32,000	203,757
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26 13,000	00						13,000	13,000	13,000
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
TOTAL (lines 23 - 29)	30 13,000	15,000				0		28,000	45,000	216,757
CULTURE & RECREATION										
Library Services	31 2,319,750							2,319,750	2,094,118	2,121,741
Museum, Band and Theater	32 617,040							642,040	522,659	485,827
Parks								1,919,290	1,986,846	1,585,985
Recreation	34 2,097,370	395,000						2,492,370	2,319,376	1,400,380
Cemetery	35 397,940							397,940	394,811	299,462
Community Center, Zoo, & Marina								94,380	54,304	51,796
Other Culture and Recreation		724,330						799,330	726,469	1,112,056
TOTAL (lines 31 - 37)	38 7,356,390	1,308,710				0		8,665,100	8,098,583	7,057,247

Item 3.

EXPENDITURES SCHEDULE PAGE 2
City Name: CEDAR FALLS
Fiscal Year July 1, 2022 - June 30, 2023

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GOVERNMENT ACTIVITIES	GE	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2023	RE- ESTIMATED 2022	ACTUAL 2021
COMMUNITY & ECONOMIC DEVELOPMENT											
Community Beautification	39		72,810						72,810	49,380	304,826
Economic Development	40								0	0	0
Housing and Urban Renewal	41		1,741,940						1,741,940	2,032,167	1,827,609
Planning & Zoning		765,190							765,190	784,209	648,519
Other Com & Econ Development	43	409,660							409,660	202,651	192,189
TIF Rebates	44								0	0	0
TOTAL (lines 39 - 44)	45 1,	1,174,850	1,814,750	0			0		2,989,600	3,068,407	2,973,143
GENERAL GOVERNMENT											
Mayor, Council, & City Manager	46	904,230							904,230	836,663	685,386
Clerk, Treasurer, & Finance Adm.	47 1,3	1,869,460							1,869,460	1,576,803	1,345,277
Elections	48								0	40,000	50,235
Legal Services & City Attorney	46	414,810							414,810	391,028	537,636
City Hall & General Buildings	50 1,0	1,005,960							1,005,960	826,882	959,888
Tort Liability	51	249,340							249,340	125,020	234,970
Other General Government	52 1,	1,205,510	068'099						1,866,400	1,680,054	1,113,298
TOTAL (lines 46 - 52)	53 5,0	5,649,310	068'099	0			0		6,310,200	5,476,450	4,926,690
DEBT SERVICE	54				2,129,200				2,129,200	904,280	853,222
Gov Capital Projects	55					14,536,260			14,536,260	9,805,542	10,442,871
TIF Capital Projects	99					15,979,210			15,979,210	8,276,970	0
TOTAL CAPITAL PROJECTS	57	0	0	0		30,515,470	0		30.515,470	18,082,512	10,442,871
TOTAL Government Activities Expenditures (lines 11+22+30+38+44+53+54+57)		27,710,600	23,178,100	0	2,129,200	30,515,470	0		83,533,370	69,002,796	50,295,152
BUSINESS TYPE ACTIVITIES											
Proprietary: Enterprise & Budgeted ISF											
Water Hillity	20								U	O	0
water Cunty	3 8							0000000	00000000	3050 2	0 245 0
Sewer Utility	09							3,638,380	3,638,380	3,052,775	3,345,232
Electric Utility	19								0	0	0
Gas Utility	62								0	0	0
Airport	63								0	0	0
Landfill/Garbage	49							3,324,060	3,324,060	3,330,755	2,852,834
Transit	99								0	0	0
Cable TV, Internet & Telephone	99								0	0	0
Housing Authority	29								0	0	0
Storm Water Utility	89							1,761,230	1,761,230	990,348	569,506
Other Business Type (city hosp., ISF, parking, etc.)	69								0	0	0
Enterprise DEBT SERVICE	70							481,740	481,740	1,549,900	1,555,585
Enterprise CAPITAL PROJECTS	71								0	3,221,330	0
Enterprise TIF CAPITAL PROJECTS	72								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	73							9,205,410	9,205,410	12,145,108	8,323,157
TOTAL ALL EXPENDITURES (lines 58 + 73)	74 27,	27,710,600	23,178,100	0	2,129,200	30,515,470	0	9,205,410	92,738,780	81,147,904	58,618,309
Regular Transfers Out		1,591,830	3,219,540			400,000		2,594,180	7,805,550	6,265,259	10,544,272
Internal TIF Loan / Repayment Transfers Out	92			5,985,020					5,985,020	5,981,500	4,039,839
Total ALL Transfers Out		1,591,830	3,219,540	5,985,020	0	400,000	0		13,790,570	12,246,759	14,584,111
Total Expenditures & Fund Transfers Out (lines 74+77)		29,302,430	26,397,640	5,985,020	2,129,200	30,915,470	0		106,529,350	93,394,663	73,202,420
Ending Fund Balance June 30	79 10,9	10,982,288	37,386,552	0	546,063	2,020,454	0	21,605,641	72,540,998	89,733,998	103,02
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	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2023	RE- ESTIMATED 2022	ACTUAL 2021
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	1 18,579,173	4,267,608		1,059,779	0			23,906,560	22,329,499	23,058,833
Less: Uncollected Property Taxes - Levy Year	2							0	0	0
Net Current Property Taxes (line 1 minus line 2)	3 18,579,173	4,267,608		1,059,779	0			23,906,560	22,329,499	23,058,833
Delinquent Property Taxes	4 ,		000 400 4					0	0	0
Other Civ Taxes	c		3,983,020					3,983,020	000,186,0	3,981,270
Utility Tax Replacement Excise Taxes	6 38,114	8,610		1,971	0			48,695	142,798	105,804
Utility francise tax (Iowa Code Chapter 364.2)								0	0	0
Parimutuel wager tax	8							0	0	0
Gaming wager tax	6							0	0	0
Mobile Home Taxes	10 31,000							31,000	42,891	29,229
Hotel/Motel Taxes	11 400,000	400,000						800,000	792,400	754,252
Other Local Option Taxes	12	7,200,000						7,200,000	7,288,797	6,007,690
Subtotal - Other City Taxes (lines 6 thru 12)	13 469,114	7,608,610		1,971	0			8,079,695	8,266,886	6,896,975
Licenses & Permits	14 1,031,000							1,031,000	1,027,030	1,531,722
Use of Money & Property	15 44,900	312,552			100,000		176,000	633,452	530,493	1,710,386
Intergovernmental:										
Federal Grants & Reimbursements	16	1,741,940			0			1,741,940	1,997,906	2,736,341
Road Use Taxes	17	5,150,190						5,150,190	6,327,568	5,879,631
Other State Grants & Reimbursements	18 705,500				6,425,000			7,130,500	2,466,762	1,720,170
Local Grants & Reimbursements					1,500,000			3,677,390	3,487,006	3,917,316
Subtotal - Intergovernmental (lines 16 thru 19)	20 2,882,890	6,892,130	0	0	7,925,000		0	17,700,020	14,279,242	14,253,458
Charges for Fees & Service:										
Water Utility	21							0	0	0
Sewer Utility	22						7,918,000	7,918,000	7,825,604	7,067,371
Electric Utility	23							0	0	0
Gas Utility	24							0	0	0
Parking	25	200,000						200,000	184,697	98,218
Airport	26						000	0	0	0
Landfill/Garbage	77						7,962,000	2,962,000	5,054,296	2,854,976
Thospital	200							0	0	0
Cable TV Internet & Telenhone	30	000 505						525 000	816.478	521 649
Housing Authority	31	000,020						000,020	0	0.120
Storm Water Utility	32						1.075.000	1.075.000	1,107,684	1.054.249
Other Fees & Charges for Service	33 2,050,550	490,000					,	2,540,550	2,124,230	1,462,408
Subtotal - Charges for Service (lines 21 thru 33)	34 2,050,550	1,215,000		0	0	0	11,955,000	15,220,550	14,792,989	13,058,871
Special Assessments	35							0	0	39,965
Miscellaneous	36 192,983	153,750			502,750		255,000	1,104,483	653,501	4,063,654
Other Financing Sources:										
Regular Operating Transfers In	37 4,051,820	836,730		1,067,450	1,547,250		302,300	7,805,550	6,265,259	10,544,272
Internal TIF Loan Transfers In					5,985,020			5,985,020	5,981,500	4,039,839
Subtotal ALL Operating Transfers In	39 4,051,820	836,730	0	1,067,450	7,532,270	0	302,300	13,790,570	12,246,759	14,584,111
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				1,885,000			1,885,000	0	3,602,719
Proceeds of Capital Asset Sales								0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	42 4,051,820	836,730	0	1,067,450	9,417,270	0	302,300	15,675,570	12,246,759	18,186,830
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	43 29,302,430	21,286,380	5,985,020	2,129,200	17,945,020	0	12,688,300	89,336,350	80,107,899	86,781,970
Beginning Fund Balance July 1	44 10,982,288	42,497,812	0	546,063	14,990,904	0	20,716,931	89,733,998	103,020,762	89,44
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	45 40,284,718	63,784,192	5,985,020	2,675,263	32,935,924	0	33,405,231	179,070,348	183,128,661	176,22
										m

REVENUES DETAIL City Name: CEDAR FALLS Fiscal Year July 1, 2022 - June 30, 2023

ADOPTED BUDGET SUMMARY City Name: CEDAR FALLS Fiscal Year July 1, 2022 - June 30, 2023

Fiscal Ical July 1, 2022 - Julie 30, 2023				*						Ī
	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PERMANENT PROPRIETARY	BUDGET 2023	RE- ESTIMATED 2022	ACTUAL 2021
Revenues & Other Financing Sources										
Taxes Levied on Property	1 18,579,173	4,267,608		1,059,779	0			23,906,560	22,329,499	23,058,833
Less: Uncollected Property Taxes-Levy Year	2	0 0		0	0			0	0	0
Net Current Property Taxes	3 18,579,173	4,267,608		1,059,779	0			23,906,560	22,329,499	23,058,833
Delinquent Property Taxes	4	0 0		0	0			0	0	0
TIF Revenues	5		5,985,020					5,985,020	5,981,500	3,981,276
Other City Taxes	6 469,114	7,608,610		1,971	0			8,079,695	8,266,886	6,896,975
Licenses & Permits	7 1,031,000						0	1,031,000	1,027,030	1,531,722
Use of Money and Property	8 44,900	312,552	0	0	100,000	0	176,000	633,452	530,493	1,710,386
Intergovernmental	9 2,882,890	6,892,130	0	0	7,925,000		0	17,700,020	14,279,242	14,253,458
Charges for Fees & Service	10 2,050,550	1,215,000		0	0	0	11,955,000	15,220,550	14,792,989	13,058,871
Special Assessments	11	0		0	0		0	0	0	39,965
Miscellaneous	12 192,983	153,750		0	502,750	0	255,000	1,104,483	653,501	4,063,654
Sub-Total Revenues	13 25,250,610	20,449,650	5,985,020	1,061,750	8,527,750	0	12,386,000	73,660,780	67,861,140	68,595,140
Other Financing Sources:										
Total Transfers In	14 4,051,820	836,730	0	1,067,450	7,532,270	0	302,300	13,790,570	12,246,759	14,584,111
Proceeds of Debt	15	0 0	0	0	1,885,000		0	1,885,000	0	3,602,719
Proceeds of Capital Asset Sales	16	0 0	0	0	0	0	0	0	0	0
Total Revenues and Other Sources	17 29,302,430	21,286,380	5,985,020	2,129,200	17,945,020	0	12,688,300	89,336,350	80,107,899	86,781,970
Expenditures & Other Financing Uses										
Public Safety	18 11,757,850		0			0		13,446,710	12,506,361	12,015,062
Public Works	1,7	17,6	0			0		19,449,090	20,821,203	11,810,160
Health and Social Services	20 13,000		0			0		28,000	45,000	216,757
Culture and Recreation	Ì		0			0		8,665,100	8,098,583	7,057,247
Community and Economic Development	1,174,850	1,814,750	0			0		2,989,600	3,068,407	2,973,143
General Government	23 5,649,310	068,099	0			0		6,310,200	5,476,450	4,926,690
Debt Service	24	0 0	0	2,129,200		0		2,129,200	904,280	853,222
Capital Projects	25		0		30,515,470	0		30,515,470	18,082,512	10,442,871
Total Government Activities Expenditures	26 27,710,600	23,178,100	0	2,129,200	30,515,470	0		83,533,370	69,002,796	50,295,152
Business Type Proprietray: Enterprise & ISF							9,205,410	9,205,410	12,145,108	8,323,157
Total Gov & Bus Type Expenditures	28 27,710,600	23,178,100	0	2,129,200	30,515,470	0	9,205,410	92,738,780	81,147,904	58,618,309
Total Transfers Out			5,985,020	0	400,000	0	2,594,180	13,790,570	12,246,759	14,584,111
Total ALL Expenditures/Fund Transfers Out	30 29,302,430	26,397,640	5,985,020	2,129,200	30,915,470	0	11,799,590	106,529,350	93,394,663	73,202,420
Excess Revenues & Other Sources Over	31									
(Under) Expenditures/Transfers Out	32	0 -5,111,260	0	0	-12,970,450	0	888,710	-17,193,000	-13,286,764	13,579,550
Beginning Fund Balance July 1	33 10,982,288		0	546,063	14,990,904	0	20,716,931	89,733,998	103,020,762	89,441,212
Ending Fund Balance June 30	34 10,982,288	37,386,552	0	546,063	2,020,454	0	21,605,641	72,540,998	89,733,998	103,020,762

LONG TERM DEBT SCHEDULE - LT DEBT1 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

GENERAL OBLIGATION BONDS, 11F BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE FAYMENTS	ENUE BONDS	, LOAINS, L	EASE-PURC	HASE FAI	VIEINIS					
Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal In Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014 SRF Loan	1 6,888,104 NON-GO		17391	339,000 142,740		481,740			481,740	0
2016 GO Bonds	2 2,865,000 GO		20019	275,000	22,600	297,600				297,600
2018 GO Bonds	3 2,860,000	GO	21081	280,000	84,850	364,850				364,850
2020 GO Bonds	4 3,430,000 GO		21986	340,000	59,300	399,300				399,300
2016 Sewer Bonds	5 6,790,000 GO		20019	000,009	76,300	676,300			676,300	0
2018 Sewer Bonds	6 2,160,000 GO		21081	210,000	63,900	273,900			273,900	0
2018 Stormwater Bonds	7 920,000 GO		21081	90,000	27,250	117,250			117,250	0
	~	NON-GO				0				0
	6					0				0
	10	-				0				0
	11					0				0
	12					0				0
	13	-				0				0
	14	-				0				0
	15					0				0
	16					0				0
	17					0				0
	18					0				0
	19					0				0
	20					0				0
	21					0				0
	22					0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27					0				0
	28	-				0				0
	29	-				0				0
	30					0				0
TOTALS			-	2,134,000 476,940		2,610,940	0	0	1,549,190	1,061,750

Amount Paid Current Year Debt Service Levy 0 0 0 0 0 0 0 0 0 1,061,750 1,549,190 Paid from Funds OTHER THAN Current Year Debt Service Taxes Reductions due to Refinancing or Prepayment of Certified Debt 0 0 Bond Reg./ Paying Agent Fees Due FY Total Obligation Due FY 2,610,940 LONG TERM DEBT SCHEDULE - LT DEBT2 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS Interest Due FY 2,134,000 476,940 Resolution Due FY I Type of Debt F Amount of Issue 32 33 34 35 36 38 Debt Name TOTALS

Debt Name	of Pu	Amount Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Principal Interest Obligation  Due FY Due FY Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
	61					0				0
)	62	1				0				0
	63	1				0				0
)	64	1				0				0
7	9	1				0				0
)	99	1				0				0
)	29	1				0				0
)	89	1				0				0
)	69	1				0				0
	20	1				0				0
	71	1				0				0
	72	1				0				0
	73	1				0				0
	74	1				0				0
	75	1				0				0
	92	-				0				0
	77	-				0				0
	82	1				0				0
	79	-				0				0
3	80	-				0				0
3	81	-				0				0
3	82	-				0				0
3	83	-				0				0
3	84	-				0				0
3	85	-				0				0
3	98					0				0
3	28	-				0				0
3	88	-				0				0
3	68	-				0				0
	90	-				0				0
TOTALS				2,134,000 476,940	476,940	2,610,940	0	0	1,549,190	1,061,750

Amount Paid Current Year Debt Service Levy 1,061,750 1,549,190 Paid from Funds OTHER THAN Current Year Debt Service Taxes Reductions due to Refinancing or Prepayment of Certified Debt 0 0 Bond Reg./ Paying Agent Fees Due FY Total Obligation Due FY 0 0 0 0 0 2,610,940 LONG TERM DEBT SCHEDULE - LT DEBT4 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS Interest Due FY 2,134,000 476,940 Principal Due FY Debt Resolution Number Type of Debt Obligation Amount of Issue 92 93 94 95 96 66 86 104 105 106 108 109 112 113 114 115 116 100 102 103 107 Debt Name TOTALS

Amount Paid Current Year Debt Service Levy 1,061,750 1,549,190 Paid from Funds OTHER THAN Current Year Debt Service Taxes Reductions due to Refinancing or Prepayment of Certified Debt 0 0 Bond Reg./ Paying Agent Fees Due FY Total Obligation Due FY 0 0 0 0 0 2,610,940 LONG TERM DEBT SCHEDULE - LT DEBT5
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS Interest Due FY 2,134,000 476,940 Principal Due FY Debt Resolution Number Type of Debt Obligation Amount of Issue 134 135 136 138 139 141 142 143 144 145 146 122 123 124 125 126 126 128 129 130 131 Debt Name TOTALS

Amount Paid Current Year Debt Service Levy 1,061,750 1,549,190 Paid from Funds OTHER THAN Current Year Debt Service Taxes Reductions due to Refinancing or Prepayment of Certified Debt 0 0 Bond Reg./ Paying Agent Fees Due FY Total Obligation Due FY 0 0 0 0 0 2,610,940 LONG TERM DEBT SCHEDULE - LT DEBT6 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS Interest Due FY 2,134,000 476,940 Principal Due FY Debt Resolution Number Type of Debt Obligation Amount of Issue 156 157 158 159 164 165 166 168 169 170 171 172 173 174 175 152 153 154 155 160 161 162 163 167 Debt Name TOTALS

Amount Paid Current Year Debt Service Levy 1,061,750 1,549,190 Paid from Funds OTHER THAN Current Year Debt Service Taxes Reductions due to Refinancing or Prepayment of Certified Debt 0 Bond Reg./ Paying Agent Fees Due FY 0 Total Obligation Due FY 0 0 0 0 2,610,940 LONG TERM DEBT SCHEDULE - LT DEBT7 GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS Interest Due FY 2,134,000 476,940 Principal Due FY Debt Resolution Number Type of Debt Obligation Amount of Issue 194 195 196 198 184 185 186 187 188 190 191 192 193 200 201 202 203 203 204 205 205 161 Debt Name TOTALS

LONG TERM DEBT SCHEDULE - GRAND TOTALS
GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	20	0	20
Amount Paid Budget Year Debt Service Levy	1,061,750		1,061,750
Paid from Sources OTHER THAN Budget Year Debt Service Levy	1,067,450	481,740	1,549,190
Reductions due to Refinancing or Prepayment of Certified Debt	0	0	0
Bond Reg./ Paying Agent Fees Due FY 2023	0	0	0
Principal Due Interest Due Total Obligation FY 2023 FY 2023 Due FY 2023	2,129,200	481,740	2,610,940
Interest Due FY 2023	334,200	142,740	476,940
Principal Due FY 2023	1,795,000	339,000	2,134,000
	GO - TOTAL	NON GO - TOTAL	GRAND - TOTAL

### Item 3.

### NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2022 - June 30, 2023

City of: CEDAR FALLS

The City Council will conduct a public hearing on the proposed Budget at: Community Center 528 Main St. Cedar Falls, IA Meeting Date: 3/7/2022 Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <a href="https://dom.iowa.gov/local-gov-appeals">https://dom.iowa.gov/local-gov-appeals</a>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property

11.51171

The estimated tax levy rate per \$1000 valuation on Agricultural land is

3.00372

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number (319) 273-8600

City Clerk/Finance Officer's NAME

Jennifer Rodenbeck

(319) 2/3-8600				Jennifer Rodenbeck
		Budget FY 2023	Re-estimated FY 2022	Actual FY 2021
Revenues & Other Financing Sources				
Taxes Levied on Property	1	23,906,560	22,329,499	23,058,833
Less: Uncollected Property Taxes-Levy Year	2	0	0	(
Net Current Property Taxes	3	23,906,560	22,329,499	23,058,833
Delinquent Property Taxes	4	0	0	(
TIF Revenues	5	5,985,020	5,981,500	3,981,276
Other City Taxes	6	8,079,695	8,266,886	6,896,975
Licenses & Permits	7	1,031,000	1,027,030	1,531,722
Use of Money and Property	8	633,452	530,493	1,710,386
Intergovernmental	9	17,700,020	14,279,242	14,253,458
Charges for Fees & Service	10	15,220,550	14,792,989	13,058,871
Special Assessments	11	0	0	39,965
Miscellaneous	12	1,104,483	653,501	4,063,654
Other Financing Sources	13	1,885,000	0	3,602,719
Transfers In	14	13,790,570	12,246,759	14,584,111
Total Revenues and Other Sources	15	89,336,350	80,107,899	86,781,970
Expenditures & Other Financing Uses				
Public Safety	16	13,446,710	12,506,361	12,015,062
Public Works	17	19,449,090	20,821,203	11,810,160
Health and Social Services	18	28,000	45,000	216,757
Culture and Recreation	19	8,665,100	8,098,583	7,057,247
Community and Economic Development	20	2,989,600	3,068,407	2,973,143
General Government	21	6,310,200	5,476,450	4,926,690
Debt Service	22	2,129,200	904,280	853,222
Capital Projects	23	30,515,470	18,082,512	10,442,87
Total Government Activities Expenditures	24	83,533,370	69,002,796	50,295,152
Business Type / Enterprises	25	9,205,410	12,145,108	8,323,15
Total ALL Expenditures	26	92,738,780	81,147,904	58,618,309
Transfers Out	27	13,790,570	12,246,759	14,584,11
Total ALL Expenditures/Transfers Out	28	106,529,350	93,394,663	73,202,420
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-17,193,000	-13,286,764	13,579,550
Beginning Fund Balance July 1	30	89,733,998	103,020,762	89,441,212
Ending Fund Balance June 30	31	72,540,998	89,733,998	103,020,762



City of Cedar Falls, Iowa

## FY2023 - 2025 Preliminary Financial Plan

July 1, 2022 - June 30, 2025

Prepared by Finance and Business Operations

### FY2023 – 2025 FINANCIAL PLAN City of Cedar Falls

MAYOR Rob Green

CITY COUNCIL

Susan deBuhr Daryl Kruse Dave Sires

Gil Schultz Simon Harding

Kelly Dunn

**Dustin Ganfield** 

STAFF

City Administrator, Ron Gaines

Community Development Director, Stephanie Sheetz

Public Safety Services Director, Jeff Olson Public Works
Director, Chase Schrage

Finance & Business Operations Director, Jennifer Rodenbeck

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#### CITY OF CEDAR FALLS, IOWA

# PRINCIPAL OFFICIALS **January 1, 2022**

Title Name

Rob Green Mayor Council Member - 1st Ward Gil Schultz Council Member - 2<sup>nd</sup> Ward Susan DeBuhr Council Member – 3<sup>rd</sup> Ward Daryl Kruse Council Member – 4th Ward Simon Harding Council Member – 5th Ward **Dustin Ganfield** Council Member - At Large Kelly Dunn **Dave Sires** Council Member – At Large

City Administrator

Finance & Business Operations Director Community Development Director

Public Works Director

**Public Safety Services Director** 

Asst. Director of Public Safety /Fire Chief Asst. Director of Public Safety/Police Chief

City Attorney

Controller/City Treasurer **Human Resources Manager** 

City Clerk

Information Systems Manager Cedar Falls Public Library Director

Recreation & Community Programs Manager

V&T/Cultural Programs Manager Planning & Community Srv. Manager

Inspection Services Manager

City Engineer

Water Reclamation Manager

O & M Parks Manager

Cedar Falls Utilities General Manager

Ron Gaines

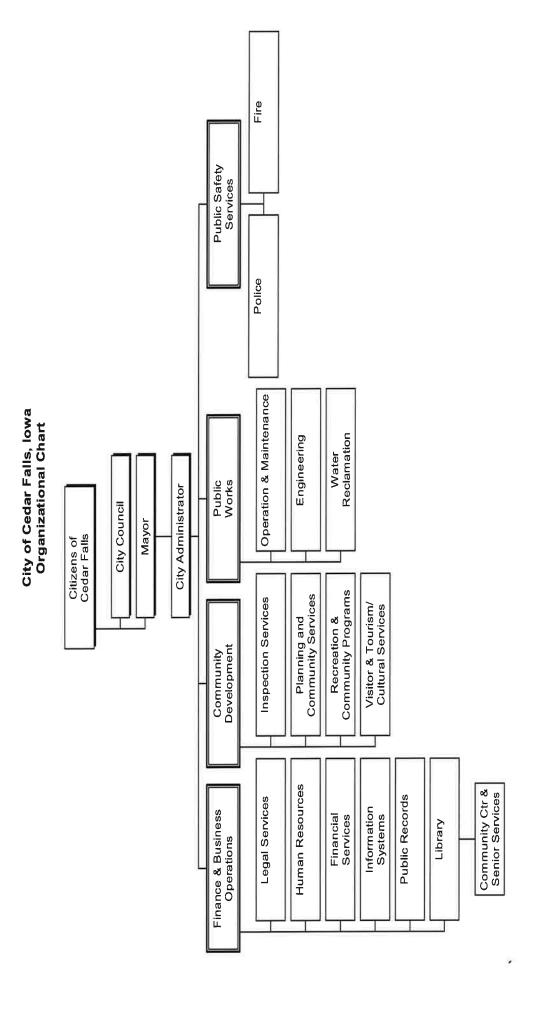
Jennifer Rodenbeck Stephanie Houk Sheetz

Chase Schrage Jeff Olson John Bostwick Craig Berte **Kevin Rogers** Lisa Roeding **Bailey Schindel** Jacque Danielsen Julia Sorensen Kelly Stern

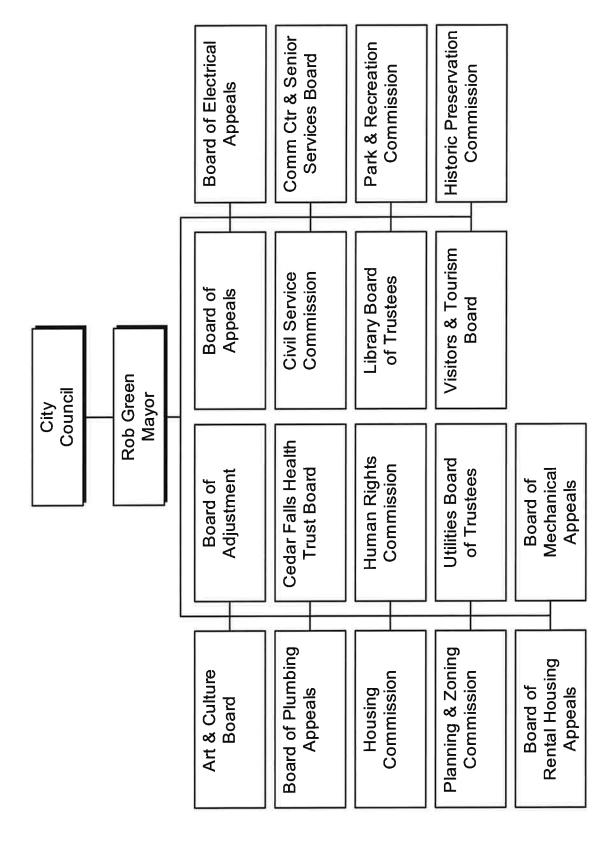
James Lillibridge Jennifer Pickar Karen Howard Jamie Castle **David Wicke** Mike Nyman Brian Heath Steve Bernard

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City of Cedar Falls, lowa Boards and Commissions





# **READER'S GUIDE**

The annual operating budget for the City of Cedar Falls (the City) is the result of many hours of deliberation by the City staff, Mayor and the City Council. Organization of the budget document is designed to help the reader locate information, both financial and non-financial, in a timely manner.

This guide is included to provide the reader with an overview of the budget document, the budget process, budget implementation, and reporting on budget results.

#### INTRODUCTION

The City of Cedar Falls, with a population of 40,713, is located in Black Hawk County in the northeastern section of lowa. The area of the City is 28.9 square miles of incorporated land. The University of Northern lowa with a student population of approximately 10,500 is located in Cedar Falls and has provided growth and stability to the city.



The City operates under the Mayor-Council form of government with appointed City Administrator. Policymaking and legislative authority are vested in the governing council, which consists of seven members. The City Council is responsible, among other things, for passing ordinances, adopting the budget, setting goals, and approval of boards and commissions. The Council is elected on a non-partisan basis. Council members consist of two Council members elected at large and one Council member from each of five wards as established by ordinance, elected for terms of four years. The Mayor is responsible for supervising the City Administrator. The City Administrator is appointed by the City Council and serves as the chief administrative officer.

#### **BUDGET PROCESS**

#### **Preparation and Adoption**

In October 2021, the budget process for fiscal year 2022-2023 (FY2023) began. The Mayor, Council and the City Administrator discuss policies relating to the FY2023 budget in light of the City financial plan. The Department of Finance & Business Operations then prepares the instructions and budget estimate sheets and forwards them to the city departments. The Department Directors then fill in their budget estimate sheets with their requests.

The budgets are forwarded to the Dept. of Finance & Business Operations for the processing of the numerical data. During the processing of expenditure request data by the Dept. of Finance & Business Operations, the Director of Finance & Business Operations also prepared revenue estimates using available historical data, combined with current year projections and trends. After the Dept. of Finance & Business

Operations processed expenditure requests, the Director of Finance & Business Operations then reviews departmental requests. Over a period of three to four weeks, the City Administrator and Director of Finance & Business Operations made revisions and modifications to the original departmental requests in order to arrive at a final proposed budget.

On or before January 31<sup>st</sup>, the Mayor and City Administrator reviewed the budget estimates and the Department of Finance & Business Operations prepares a summary statement for the coming fiscal year. By the end of January a date for the maximum levy hearing is set.

By mid-February, the Council receives a preliminary budget prepared by the Dept. of Finance & Business Operations, approves a maximum levy rate and sets a date for a budget hearing. A sufficient number of copies of the detailed budget are available to meet the requests of taxpayers and organizations at the offices of the Mayor, Director of Finance & Business Operations, and the City Library.

The Director of Finance & Business Operations publishes the budget estimate and notice of hearing 10 to 20 days prior to the date set for the hearing in a newspaper published at least once weekly and having general circulation in the city. (See Section 362.3, Iowa Code.) A public hearing is then held by mid-March and the Council adopts the proposed budget.

The adopted budget is filed with the County Auditor and Iowa Department of Management by March 31.

# **Budget Amendment**

<u>Sec. 384.18</u> of the Code provides that a city budget for the current fiscal year may be amended for any of the following purposes:

- 1. To permit the appropriation and expenditure of unexpended, unencumbered cash balances on hand at the end of the preceding fiscal year, which had not been anticipated in the budget.
- 2. To permit the appropriation and expenditure of amounts anticipated being available from sources other than property taxation and which had not been anticipated in the budget.
- 3. To permit transfers from the debt service fund, the capital improvements reserve fund, the emergency fund, or other funds established by state law, to any other city fund unless specifically prohibited by state law.
- 4. To permit transfers between programs within the general fund.

A city budget becomes effective July 1 unless amended under the conditions listed above. A budget amendment must be prepared and adopted in the same manner as the original budget as provided in <u>Sec. 384.16</u> and is subject to protest as provided in

<u>Sec. 384.19</u>. A city budget shall be amended by May 31 of the current fiscal year to allow time for a protest hearing to be held and a decision rendered before June 30.

# **Budget Calendar**

# **Budget Calendar 2021**

By October 8

The Mayor, Council and the City Administrator discuss policies relating to next year's budget in light of the City financial plan. At the same time, the Department of Finance & Business Operations prepares the instructions and budget estimate sheets and forwards them to the city departments.

Oct. 11 to Nov. 12

The Departmental Directors fill in their budget estimate sheets with their requests. Supporting data such as department work programs for the ensuing year should be included. The Director of Finance & Business Operations prepares a statement of debt service requirements for payment of principal and interest and fixed charges, which the city must pay.

Nov. 15 to Jan. 29

An estimate is made of all revenues, which the city will receive. The budget process is completed by Finance staff.

#### **Budget Calendar 2022**

By February 7

The Mayor and City Administrator review the budget estimates and prepare a summary statement for the coming fiscal year. A date for the maximum levy hearing is set.

By February 7

The Council holds a budget work session.

By February 7

The Council receives the preliminary budget and sets the hearing for

the maximum levy.

By February 21

Hold the hearing for the maximum levy and set the date for the public hearing on the budget.

By March 7

Hold the public hearing.

By March 31

Deadline for filing adopted budget with County Auditor.

By May 31

A City budget shall be amended for the current year.

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#### **BUDGET OBJECTIVES**

The FY2023 budget has been prepared in an effort to communicate to the citizens and staff of the City the overall policies and goals of the City Council. The budget document includes descriptions of the various activities and programs (departments) of the City, and the goals and objectives for the current and future years. This format is designed to communicate clearly to the public the goals and objectives of the City Council, thereby enabling the reader to gain more useful information about the City, without requiring detailed accounting or budgetary knowledge.

For each operational fund, the budget is prepared on a line-item basis by individual department and division/activity. The City Administrator then presents budget programs and goals and objectives to the City Council. Line item expenditure justifications are omitted from the budget document, in order to focus more on the programs and objectives of the coming fiscal year. The Finance & Business Operations Department will provide a line item and capital outlay detail budget upon request.

#### **BUDGET PHILOSOPHY**

Budget philosophy for the City depends upon the local needs and concerns of the citizens. Other factors also affect budget philosophy, such as the state of the local economy, the demands of the public for increased services, and unfunded mandates and requirements of federal and state regulatory agencies. Even with all of these considerations, the budget prepared by the City was prepared from a conservative perspective with regard to estimating both the revenues and expenditures. Although historical comparisons and trends are very useful, often-current year data and trends will take precedence over prior year trends. Budgeting from such a "conservative" perspective, revenues are often anticipated either at or only slightly above prior year levels, unless there are other known factors that may significantly affect anticipated revenues. By estimating revenues conservatively, decreases in any one revenue source due to fluctuations in the economy and variations in weather should not adversely affect the City's "bottom line."

Likewise, expenditures are also estimated conservatively, i.e., allowances are made for unanticipated expenditures, and personal services for vacant positions are funded for the entire fiscal year, except where noted. As a result, over the years this method of budgeting has resulted in increases in the actual fund balance, when compared to the original fund balance budget. The City continues to use this method of budgeting rather than using unreasonable or unsubstantial projections, since such budget methods could have an adverse impact on the City's reserves.

Each year, the City's goal is to provide a balanced budget in which current revenues equal current expenditures for the General Fund. The budgets for all other funds will have revenues equal or exceeding expenditures depending on the nature of the fund. In cases where expenditures exceed revenues for a particular fund in the current year is due to an intentional use of fund reserves.

#### PRESENTATION OF FINANCIAL INFORMATION AND BASIS OF ACCOUNTING

# **Fund Accounting**

The City utilizes fund accounting procedures to prepare the annual budget, however, the state required budget forms are prepared by fund type and by program. Also, because the City is organized into 4 separate departments, the budget document is sequenced by departments, since the department directors use this document as an operational guide.

Fund accounting is the specialized type of accounting used by local governments. It arose in response to the special limitations placed on significant amounts of the resources provided to governmental jurisdictions by legal ordinances, grantors, and other resource providers. By definition, a "fund" is a distinct fiscal entity, accounting for receipts and disbursements that are for specific activities. A fund is a self-balancing set of accounts, where assets equal liability plus fund balance.

The funds of the City of Cedar Falls are summarized by fund type in the following manner:

- 1. <u>General</u> General activities of the City are considered part of the General Fund.
- 2. <u>Special Revenue Funds</u> The Street Construction Fund, the Section 8 Housing Assistance Fund, the Block Grant Fund, and the Police & Fire Retirement Funds are required by state and/or federal laws to be classified as separate funds in the Special Revenue Fund type.
- 3. <u>Debt Service</u> Bond covenants require a sinking fund to make debt service payments. The City of Cedar Falls has one debt service fund.
- 4. <u>Capital Projects</u> All large capital projects, improvements, and equipment purchases are budgeted in the Capital Projects Fund type.
- 5. <u>Proprietary</u> The three enterprise funds, Sewer Rental, Refuse, and Storm Water, and two internal service funds, Data Processing and Vehicle Maintenance, are presented, however, only the enterprise funds are budgeted in the Proprietary Fund type since Internal Service Funds are not required to be budgeted on the state form.

#### **Columnar Format**

In order to facilitate enhancing year-by-year changes, comparative financial information for the following years in the General Fund and Other Funds sections of this document, is presented in the following columns:

Actual Actual Budgeted Projected Budget Proposed Proposed 2019/2020 2020/2021 2021/2022 2021/2022 2022/2023 2023/2024 2024/2025

# **Accounting and Budgeting Basis**

The operating budget of the City of Cedar Falls shall be drawn so that available resources and anticipated expenditures are equal. The City's accounting and budget records for general governmental operations are maintained on a modified accrual basis, with the revenue being recorded when available and measurable and expenditures being recorded when the services or goods are received and the liabilities incurred. Accounting records for the Enterprise and Internal Service Funds are maintained on the accrual basis, while the budget records are maintained on the modified accrual basis.

Differences between budgetary policies and Generally Accepted Accounting Principles (GAAP) in the Enterprise and Internal Service Funds exist for several reasons. One reason is that existing procedures have worked well and continue to work well for administrative and control purposes. Some other reasons for differences between budget and GAAP are the treatment of interfund transfers, departmental capital outlay, debt service principal payments, and depreciation. The City's budgeting practices include interfund transfers as revenue and expenditures, while GAAP classifies interfund transactions as other financing sources or uses. Also City management desires an operating statement budget line item for each anticipated cash outflow, including debt service and capital outlay. If the City budgeted the enterprise funds on a full accrual basis, capital outlay and debt service payments would not be reported in the operating statement.

Depreciation expense, which is recognized in the audit records, is not budgeted. Not providing for depreciation in the budget is a policy decision that has not adversely affected the funds.

#### **BUDGET DOCUMENT FORMAT**

The City's operating expenditures are organized into the following hierarchical categories: Programs, Departments, and Divisions.

- 1. <u>Programs</u>: As of January 1, 2003, state law prescribes that City budgeted expenditures must be categorized into nine basic programs. The nine programs are:
  - a. Public Safety expenditures for Police and Fire protection
  - b. Public Works expenditures for roads, parking, and engineering services
  - c. Health and Social Services health care expenditures
  - d. Culture and Recreation expenditures for library, parks, cemetery, recreation, and culture services
  - e. Community and Economic Development expenditures for economic development and housing and urban renewal

- f. General Government areas such as Mayor's office, City Clerk, financial services, and liability
- g. Debt Service expenditures for debt service
- h. Capital Projects expenditures for capital projects
- Business Type Activities expenditures for Sewer, Refuse, and Storm Water
- 2. <u>Departments</u>: For administration purposes the City hierarchy is divided into departments. The departments represent groupings of related operations aimed at accomplishing a broad goal or accomplishing a major service. The departments of the City are:
  - a. Finance & Business Operations (FBO)
  - b. Community Development (CD)
  - c. Public Works (PW)
  - d. Public Safety Services (PSS)
- 3. <u>Divisions</u>: Departments are further subdivided into divisions, which are usually associated with functioning work groups having more limited sets of work responsibilities. An example is the Financial Services Division of the Department of Finance & Business Operations.

The following is an example of the relationship between programs, departments and divisions.

Program: General Government

Department: Finance & Business Operations

Division: Financial Services

State of lowa law determines the lowest level of budgetary control, which is at the program level. Cities are not allowed to expend over the amounts budgeted at the program level without filing a budget amendment with the State.

The budget document contains a detailed explanation of the FY23 financial impact and policy summary, budget highlights that describe the reasons for increases in each divisional budget, and a five year financial strategy that describes in depth the financial challenges faced by the City in the next five years.

The text of the budget document contains a summary of each division's revenues and expenditures and a narrative of the division's purpose, continuing and new objectives, and performance measures. The financial information for each division is then summarized by fund type and the expenditures are summarized by program.

The City uses the following fund types:

- Governmental funds, including General, Special Revenue, Debt Service, and Capital Projects; and
- Proprietary funds

General Fund – the general operating fund of the City, used to account for all revenues and expenditures except those accounted for in other funds. Typical governmental functions, such as police, fire, library, parks, and administration are funded in the General Fund.

Other Funds – these funds are used to account for proceeds of specific revenue sources, capital projects, debt service, and proprietary funds.

<u>Finance & Business Operations Department:</u> Cable TV, Information Systems, Parking, Community Center & Senior Services, Vehicle Replacement, Debt Service, Hospital, Trust & Agency, General Obligation Bond Funds, Street Repairs, and Capital Projects Fund.

<u>Community Development Department:</u> Section 8 Housing Assistance, Block Grant, Visitors & Tourism and Capital Reserves

<u>Public Works:</u> Refuse, Storm Water, Sewer, Street Construction, and Vehicle Maintenance.

Public Safety Services: None

The financial information includes revenue and expenditure information for the last two completed fiscal years, the projected amounts for the current year, the budgeted amounts for the current year, the budgeted amounts covered by this budget and projected amounts for the two subsequent fiscal years. Costs are segregated by personnel services, commodities, services and charges, capital outlay, debt service and transfers. These categories represent the level of control exercised by the City departments.

The final sections of the budget document contain a detailed five-year capital improvements program and other miscellaneous background information.

#### **FINANCIAL POLICIES**

#### **Cash Reserves**

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

The minimum criteria shall be:

- 1. The City's General Fund Reserve is limited to 25% of expenditures by State Appeal Board action. The City Council has established that the General Fund balance be maintained between 15 and 25% and preferably at the 20-25% level.
- The Refuse Fund at 20-30%, but no less than \$500,000.
- 3.\* The Sewer Fund at 65-75%, but no less than \$1,500,000.
- 4. The Street Fund at 20-30%, but no less than \$1,000,000.
- 5. The Storm Water Fund at 10-20%, but no less than \$200,000.
- The Emergency Reserve Fund \$1,500,000 \$2,000,000.

#### Revenues

The revenue projection process starts with estimates submitted by the departments for their specific areas. The Director of Finance & Business Operations reviews those estimates and makes informed judgments on all revenues City-wide. Prior year's actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County, and lowa League of Cities is utilized to project revenue trends and anticipated amounts. The Director of Finance & Business Operations, using conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The Mayor and City Administrator then review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made. For the past few years, the City Council has decided not to rely on the State backfill revenue to balance the budget.

# 1. Property Taxes

A. The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.

# B. Debt Service Levy

Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Cedar Falls Utilities.

<sup>\*</sup> Excludes bond fund expenditures.

# C. Tort Liability Levy

The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.

# D. Employee Benefits Levy

The City shall use the Employee Benefits Levy for:

- The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of lowa, for currently employed sworn officers.
- 2. The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.

# E. Transit Levy

Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Tax revenues from the transit levy will be receipted into the General Fund.

# F. Band Levy

Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.

# G. Library Levy

Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.

# H. Emergency Management Levy

Taxes levied under the emergency management levy will be receipted into the General Fund and used for expenses related to the County wide Emergency Management Commission, which includes Consolidated Dispatch.

#### 2. Other City Taxes

#### A. Sales Tax

The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund.

### B. Hotel/Motel Tax

The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to lakes, trails, and recreational/cultural facilities.

# 3. Fees and Charges

The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the services. The City will review fees and charges, at a minimum, on a biannual basis.

#### Investments

The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.

# 5. Intergovernmental Revenue

Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.

# 6. Additional Revenue Sources

The City will continue to search for additional revenues as a method of balancing its budget.

# **Expenditures**

#### Current Service Level:

Maintaining the current level of services will receive first priority for funding.

#### Cost Effective Programs:

The City will encourage technology and capital investment programs, which are cost effective and reduce operating expenses.

#### Infrastructures and Equipment:

The City will continue the scheduled level of maintenance and replacement for its infrastructure and equipment.

## 4. Local Option Sales Tax

The City will continue to spend 100% of the local option sales tax proceeds on street repair in accordance with the stipulations set by the voters.

#### 5. Reductions:

To balance the budget, the City will attempt to avoid service reductions. If the situation arises, consideration will be given first to alternatives, which avoid employee layoffs, resist cuts in service and establish user fees. If reductions are necessary, parameters for downsizing shall ensure that (1) no essential service be eliminated; (2) service with high public visibility and exposure remain intact, and (3) reductions be made in internal functions as a first priority.

# **Economic Development**

The City will take active measures to encourage economic development of the community with the intent of increasing jobs and the tax base.

# **Long-Term Debt**

# 1. Purpose of Debt:

Debt will fund the design, inspection and construction of capital improvement projects; it will not be used for annual operating expenses.

#### Debt Limit:

The total general obligation debt will not exceed 5% of the total assessed value of real property.

#### 3. Debt Issuance:

The issuance of new debt shall not exceed a replacement debt level. Whenever possible, existing debt should be refinanced to secure the lowest possible interest costs.

#### **Escrow Funds**

#### Accrued Liabilities

A commitment is made to escrow funds annually to pay accrued liabilities. The City will address annually these commitments by budgeting and depositing in a restricted account funds to pay these liabilities when they occur. By policy the City will not unfund these liabilities. Escrow accounts include severance, payroll, liability insurance, vehicle replacement, data processing, workmen's compensation, long-term disability and all pensions.

# 2. Capital Accounts

For many of our recreational operations (golf, recreation, softball, and cultural programs) the City sets aside a percentage of those revenues into a capital account. Those funds can then be used in the future for capital projects, including major maintenance projects, related to these activities. This allows for the accumulation of funds without having to spend the cost of issuing long term debt for these type of projects.

# **Capital Improvement Budget Policies**

The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program. The CIP is prepared by the Finance & Business Operations Department, is reviewed by the Mayor, City Administrator, and Department Directors, presented to the Planning and Zoning Commission with final approval by the City Council. Detailed descriptions and a summary of the CIP are located in the Capital Improvement Program section of this document.

While developing the FY23 Budget, in an effort to hold property taxes down, \$305,000 of projects in the CIP that are funded from general fund revenues were delayed or reprogrammed from the current year. Therefore, the total amount programmed for FY23, as amended, is \$53,658,025. The following chart illustrates the changes made and how the amounts are programmed in the operating budget:

	Original	Amended
Capital Projects Funds	\$ 29,840,110	\$ 29,840,110
Enterprise Funds	1,575,000	1,575,000
Federal/State Funds	625,000	625,000
General Fund	752,500	447,500
Special Revenue Funds	18,855,740	18,855,740
Internal Service Funds	2,314,675	2,314,675
	\$ 53,963,025	\$ 53,658,025

Following is a list of policies pertaining to the Capital Improvements Program:

- 1. The City will make all capital improvements in accordance with an adopted capital improvements program.
- 2. The City will develop a multi-year plan for capital improvements and update it annually.

- 3. The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
- 4. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
- 5. The City will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
- 6. The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
- 7. The City will project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
- 8. The City will determine the least costly financing method for all new projects.

#### **CONCLUSION AND ACKNOWLEDGEMENTS**

This financial plan includes the ideas, recommendations and suggestions of citizens, Mayor, City Council and the City staff during Council hearings and informal contacts. The major impact of the City Council upon the financial plan is in the setting of goals, policies, priorities and programs.

While all departments were intensely involved in the preparation of the financial plan, most of the credit for the document goes to the Budget and CIP project team. Particular gratitude is expressed to: Ron Gaines, City Administrator; Jennifer Rodenbeck, Director of Finance & Business Operations; Lisa Roeding, Controller/City Treasurer; and Cathy Niebergall, Financial Technician.

While we appreciate all contributions to this budget, it must be remembered that the real thanks must go to the City employees, who, on a daily basis, transform this document into the City's program of services.



#### **BUDGET MESSAGE**

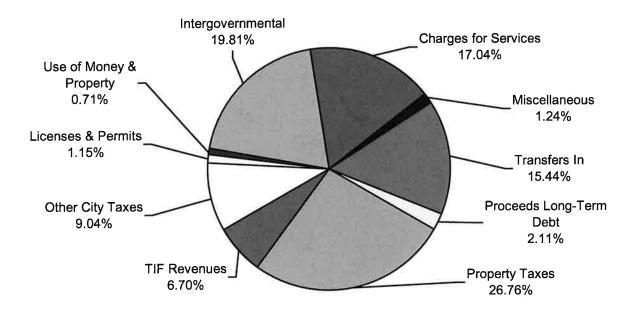
#### **FY23 SUMMARY POINTS**

- Tax rate increased from \$11.43 to \$11.51/\$1,000 valuation.
- Assessed values increased by \$245 million. Taxable valuations increased by \$100 million.
- The new class of property, multi-residential, will be taxed at 63.75%.
- The residential rollback factor decreased from 56.409% to 54.1302%. Commercial and Industrial rollback factor will remain at 90%.
- There was a revaluation by the county for FY23 for residential property.
- Residential property tax payers will see a 3.22% increase for FY23 and commercial/industrial will see a 1.14% increase. Multi-residential will see a 4.48% decrease.
- The Emergency levy was not utilized in FY23.
- The Trust & Agency levy was utilized, but was not used at the maximum.
- The Emergency Management Levy is being utilized in FY23 for EMA and consolidated dispatch costs.
- There was an additional contribution for health insurance budgeted in FY23.
- No debt service is being budgeted out of the General Fund for FY23.
- The Library levy was included in FY23 at \$.27/\$1,000 valuation.
- Five TIF districts (Unified, Downtown, Southern, College Hill, Pinnacle Prairie) will be active for FY23.
- The following staffing positons are added to the FY23 budget:
  - Full-Time Equity Coordinator in Human Resources
  - Part-Time Human Resource Specialist (1/2 year for FY23)
  - Full-Time Librarian
  - Full-Time Environmental Engineer
  - Full-Time Horticulturalist
  - Full-Time Equipment Operator
  - Part-Time Traffic Specialist

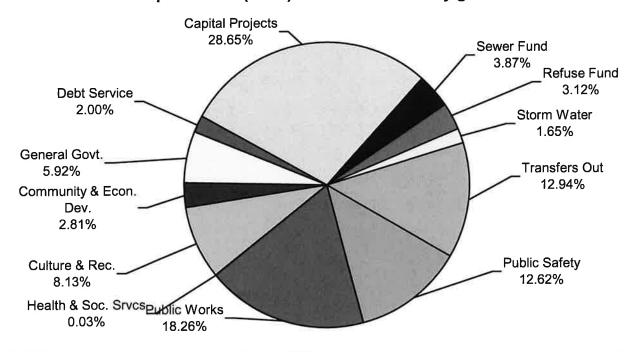
#### **BUDGET SUMMARY**

The summary of revenues and expenditures as presented below and on the following pages follows the format of the State Budget Forms. The total revenues and expenditures may differ slightly from the fund activity as presented in sections 5 and 6 of this budget document due to certain eliminations and reclassifications of transfer activity.

Resources - "Where the money comes from"



Expenditures (Uses) - "Where the money goes"



	Budget Summ	ary by Fund Typ	e	
	Estimated Beginning Balance	Revenues &	Expenditures & Transfers	Estimated Ending Balance 06/30/23
Fund Type/Fund Governmental Funds:	07/01/22	Transfers In	Out	00/30/23
General Fund	\$ 10,982,288	\$ 29,302,430	\$ 29,302,430	\$ 10,982,288
Special Revenue	42,497,812	27,271,400	32,382,660	37,386,552
Debt Service	546,063	2,129,200	2,129,200	546,063
Capital Projects	14,990,904	17,945,020	30,915,470	2,020,454
Total Governmental	,			
Funds	\$ 69,017,067	\$ 76,648,050	\$ 94,729,760	\$ 50,935,357
Business-Type Funds:				
Sewer Fund	\$ 12,816,209	\$ 8,103,000	\$ 6,369,100	\$ 14,550,109
Refuse Fund	5,377,716	3,504,300	3,516,870	5,365,146
Storm Water	2,523,007	1,081,000	1,913,620	1,690,387_
Total Business-Type				
Funds	\$ 20,716,932	\$ 12,688,300	\$ 11,799,590	\$ 21,605,642
Total	\$ 89,733,999	\$ 89,336,350	\$ 106,529,350	\$ 72,540,999

# **Revenues by Source**

	A of col						Increase/(Decrease)			
	Actual		Projected		Budgeted		Over 2	022		
Fund 2	2020/2021	0/2021 2021/2022 2022/2		2022/2023	_	Amount	Percentage			
Property Taxes \$	23,058,833	\$	22,329,499	\$	23,906,560	\$	1,577,061	7.06%		
TIF Revenues	3,981,276		5,981,500		5,985,020		3,520	0.06%		
Other City Taxes	6,896,975		8,266,886		8,079,695		(187,191)	-2.26%		
Licenses and										
Permits	1,531,722		1,027,030		1,031,000		3,970	0.39%		
Use of Money										
and Property	1,710,386		530,493		633,452		102,959	19.41%		
Intergovernmental	14,253,458		14,279,242		17,700,020		3,420,778	23.96%		
Charges for										
Services	13,058,871		14,792,989		15,220,550		427,561	2.89%		
Special										
Assessments	39,965		7.5		:::		52	-		
Miscellaneous	4,063,654		653,501		1,104,483		450,982	69.01%		
Transfers In	14,584,111		12,246,759		13,790,570		1,543,811	12.61%		
Proceeds of										
Long-Term Debt	3,602,719			_	1,885,000	_	1,885,000			
Total \$	86,781,970	\$	80,107,899	\$	89,336,350	\$	9,228,451	11.52%		

21.06%

-47.34%

-0.20%

77.84%

-24.20%

12.61%

14.06%

**Function Government Activities:** 

**Public Safety** 

Public Works Health and Social

Services

Culture and

Recreation Community and Economic Dev.

**Debt Service** Capital Projects

**Total Government** 

Sewer Fund

Refuse Fund

Storm Water

Total Business-Type

**Total Expenditures** 

**Activities** 

Activities

Transfers Out

General Government

**Business-Type Activities:** 

	Total Expenditures by Function								
	•		-		Increase/(Decrease)				
Actual		Projected		Budgeted		Over 2022			
_	2020/2021		2021/2022		2022/2023		Amount	Percentage	
\$	12,015,062	\$	12,506,361	\$	13,446,710	\$	940,349	7.52%	
	11,810,160		20,821,203		19,449,090		(1,372,113)	-6.59%	
	216,757		45,000		28,000		(17,000)	-37.78%	
	7,057,247		8,098,583		8,665,100		566,517	7.00%	
	2,973,143		3,068,407		2,989,600		(78,807)	-2.57%	
	4,926,690		5,476,450		6,310,200		833,750	15.22%	
	853,222		904,280		2,129,200		1,224,920	135.46%	
	10,442,871		18,082,512		30,515,470		12,432,958	68.76%	
				-					

83,533,370 \$ 14,530,574

9,205,410 \$ (2,939,698)

\$ (3,703,885)

(6,695)

770,882

1,543,811

\$ 13,134,687

4,120,120

3,324,060

1,761,230

13,790,570

\$ 106,529,350

#### SHORT-TERM FINANCIAL STRATEGIES

\$ 50,295,152 \$

4,785,317 \$

8,323,157 \$ 12,145,108

2.852.834

685,006

14,584,111

73,202,420

# Reorganization

The City also went through a major reorganization plan in 2014 that reduced the number of departments from six to four. This was a top/down restructuring that recognized that the retention of employees who provide direct services to the general public are the most critical to providing public services and maintaining service quality. The newly created departments are Finance & Business Operations, Community Development, Public Works, and Public Safety Services. Operational supervision was also combined to reduce the number of divisions underneath each of these departments. The City reorganized in FY20 to go to a more traditional Public Works Department. This replaced the Municipal Operations and Programs Department.

69,002,796 \$

7,824,005 \$

3,330,755

990,348

12,246,759

93,394,663

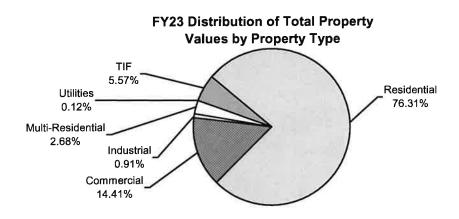
The City will continue to look for ways to stream line services and reduce costs where possible.

# State Aid

In developing the FY23 budget several issues were addressed. First and foremost is the policy decision to eliminate dependence on state funding in the general operating budget. During the 2021 legislative session it was approved to phase-out backfill. This will be phased out in 8 years. Therefore, for FY23 the reduced backfill amount is budgeted in revenue and the corresponding amount is budgeted in expenses for a one-time capital project.

# **Property Tax Reform**

Also of concern to the City is the property tax legislation that came into effect for multi-residential properties. These properties were taxed at 82.50% for FY18, 78.75% for FY19, 75.00% for FY20, 71.25% for FY21, 67.50% for FY22 and declined to 63.75% for FY23, and the taxable amount will continue to decline until they are taxed equivalent to residential properties, this is \$109 million of valuation that Cedar Falls will lose property tax revenue on. For FY15, the commercial rollback caused a loss of \$25 million in taxable valuation for the \$8.10 levy and \$14 million in taxable valuation in the TIF districts. For FY16, the commercial rollback caused an additional loss of \$22 million in taxable valuation for the \$8.10 levy and \$15 million in taxable valuation in the TIF districts. For FY15, FY16, and FY17 the State Legislature had guaranteed replacement funds for this loss of revenue (backfill) and they funded it in FY18, FY19, FY20, FY21 & FY22. However, the amount received from the State does not make up the entire loss. In addition, these funds are not guaranteed in FY23 and beyond.



# **Employee Compensation and Benefits**

Personnel costs continue to rise dramatically. Negotiated base salary increases for FY23 range between 3-5%. Contributions for pension, FICA, medicare, and other benefits increase when salaries increase. Costs for salaries and benefits increased by just under \$1 million for FY23.

Pension benefits provided to employees continue to have an effect on the FY 23 budget, and are projected to continue to have major impacts in future budget years. The municipal Police and Fire Retirement rate decreased from 26.18% to 23.90% and \$1.1 million in property tax support is still needed in FY23. In FY23, the IPERS contribution, which is the pension plan for all other city employees, remained 9.44% for the employer. The total IPERS contribution by the City is budgeted at \$1,301,730 for FY23. Other employee benefits continue to increase, including health insurance costs. The City will need to look at plan changes during this next year.

#### **User Fees**

Another issue that will need to be reviewed continually is user fees for refuse. The demand for storing and processing recycled products continues to grow in refuse. The citizens of Cedar Falls should be praised for their active participation in recycling efforts, however, these come at a cost due to the requirement of new and expanded recycling facilities. Along with recycled products, yard waste disposal is also demanding more staff and facilities. The City Council did increase the refuse rates in FY21 and will need to continue to ensure that rates cover costs.

In sewer, infrastructure improvements and compliance with environmental standards will increase capital and debt service costs in this fund. The Council passed an ordinance increasing sewer rates 7% each year. However, these increases may not be enough. A sewer rate study will be performed again in a few years to determine the amount of increase needed.

In storm water, major infrastructure improvements are needed. The current CIP has over \$4.1 million in storm water projects. A fee increase was necessary to cover the costs of these projects. The Council passed an ordinance increasing storm water rates 5% each year for 4 years. This was the first rate increase since their inception in FY07. Rates will need to be reviewed in the upcoming year.



# FY2023 City Council Goals, Work Program and Short-Term Financial Plan

# City of Cedar Falls, Iowa

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

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# References Cited in this Document

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

# Abbreviations Used in this Document

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

# GOAL #1: DELIVER RESPONSIVE LOCAL GOVERNMENT.

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

# 1.A. SUPPORTING COUNCIL POLICIES

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

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

- 1.B.1. Continue to hold annual meetings with CFU to discuss the impacts and strategies to deal with the on-going transfer of Utility funds in lieu of property taxes, franchise taxes, use of right-of-way, TIF reimbursement, and support of entrepreneurship.
- 1.B.2. Hold joint meetings with policy-making City boards such as the Library Board and the Planning & Zoning Commission.
- 1.B.3. Consider holding when timely, joint meetings with the Waterloo City Council, Black Hawk County Supervisors, CFCSD and UNI on matters of mutual interest.
- 1.B.4. Encourage the professional development of City Council members, city commissioners and board members through staff-facilitated work sessions, training sessions, the Iowa League of Cities annual conference, the Municipal Leadership Academy, and innovative project presentations from other cities.
- 1.B.5. Expand on existing collaborations with the City of Waterloo, CFU, UNI, Black Hawk

- County, and other governmental bodies to provide high-quality public services at lower cost; examples include art & culture services, airport operations, public safety services, transit systems, economic development coordination, emergency response, sewer infrastructure, and shared facilities / equipment.
- 1.B.6. Continue working with MET and exploring other transportation options which meet the needs of Cedar Falls' public transit-dependent residents at an affordable cost to the city.
- 1.B.7. Continue to support the development of the five-year Community-Wide Strategic Plan [reference (a)] to help coordinate the long-term efforts of the City's many stakeholders.
- 1.B.8. Continue using the city's quarterly *Currents* newsletter, websites, cable television, social media and other technologies to provide relevant information about City services, activities, and schedules to residents.
- 1.B.9. Continue expanding the Communication Specialist role to facilitate increased communications with the public about all aspects of city government
- 1.B.10. Maintain an online index of major city plans, policies, and documents for easy public reference.
- 1.B.11. Continue to expand the City's online services to take advantage of the prevalence of smartphones & other mobile devices in our community, while also ensuring that the less digitally advantaged can fully access city services.
- 1.B.12. Continue to implement Nutrient Reduction Strategy as submitted to the Iowa Department of Natural Resources (IDNR) to update the existing Wastewater Treatment Facility.

# 1.C. FY23 DETAILED OBJECTIVES

- 1.C.1. City of Waterloo Objectives.
  - 1.C.1.a. Maintain mutual aid agreements with Waterloo for faster emergency response times and lower callback expenses for both cities.
  - 1.C.1.b. Support coordination with Waterloo directly and through INRCOG/MPO on common legislative goals.
  - 1.C.1.c. Support cooperative efforts to upgrade the County Consolidated Communications Center (911 dispatch) while exploring options to minimize costs assessed to Cedar Falls.

1.C.2. University of Northern Iowa (UNI) Objectives.

**Budget Message** 

- 1.C.2.a. Continue to collaborate with UNI to address public safety, parking, College Hill neighborhood, equitable payment for City services, sharing of facilities and elimination of duplicated governmental services.
- 1.C.2.b. Continue to explore the viability of shared service contracts with UNI for policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development and usage.
- 1.C.2.c. Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land; this approach will allow City funds to be used for site development.
- 1.C.2.d. Engage with Iowa Workforce Development and UNI to explore opportunities to retain recent UNI graduates in Cedar Falls.
- 1.C.2.e. Continue to provide paid internships to UNI students as a means to promote civic engagement.
- 1.C.3. Cedar Falls Community School District (CFCSD) Objectives.
  - 1.C.3.a. Assist CFCSD with infrastructure improvements that create parking areas, joint City/Schools playgrounds, and building expansion areas.
  - 1.C.3.b. Support improvements to parking and pedestrian traffic near public schools in accordance with the Safe Routes to Schools Study [reference (b)]; examples of such design are Orchard Hill Elementary, Southdale Elementary, and Lincoln Elementary.
  - 1.C.3.c. Coordinate with CFCSD on the completion of the new Cedar Falls High School; identify local, county and state facilities, programs and property which can minimize duplication of services.
  - 1.C.3.d. Continue to engage directly with High School student groups to introduce students to civic engagement (e.g.CAPS program).
  - 1.C.3.e. Build collaboration between CFCSD and the City to highlight and celebrate the many cultures in the community and how they add value to our city.
  - 1.C.3.f. Create pathways and collaborative equity discussions between businesses and UNI.

- 1.C.3.g. Participate in a community-wide equity committee.
- 1.C.4. Cedar Falls Utilities (CFU) Objectives.
  - 1.C.4.a. Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for CFU projects completed in City TIF districts.<sup>1</sup>
  - 1.C.4.b. Support CFU in the implementation of water service programs, as CFU is the sole governmental entity authorized by code to provide these services.
  - (1) Implement public water special assessment programs (if requested by CFU) to install a public water system in un-serviced areas<sup>2</sup>, if requested and financially supported by a majority of benefited property owners.
  - (2) Use CDBG funding (if eligible) to pay for water service line connection for all residents who are income-eligible and property taxes to pay for fire hydrant installation; CFU will pay for all water line over-sizing and property owners will pay all other expenses, less any other funding sources.
  - 1.C.4.c. Continue to explore sustainability and resiliency initiatives jointly with CFU.
- 1.C.5. Resiliency and Sustainability Objectives.
  - 1.C.5.a. Continue to implement the Island Park Revitalization Plan.
  - 1.C.5.b. Continue to evaluate cost effective measures to reduce damages resulting from Cedar River flooding.
  - 1.C.5.c. Continue to support conversion of city buildings to LED lighting, when cost-effective, to reduce the City's electricity demand.
  - 1.C.5.d. Continue to support the conversion of unused City property to native tallgrass prairie (when practical) to reduce storm water runoff, minimize lawn maintenance requirements, and provide habitat for wildlife and pollinators.
  - 1.C.5.e. Continue to support the conversion of select gravel alleys to permeable alleys (when funds permit) to reduce gravel erosion and pollution from storm runoff.

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

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

- 1.C.5.f. Continue to support the development of a city Resilience Plan to identify
- 1.C.6. Racial Equity and Human Rights Objectives.
  - 1.C.6.a. Invest in organizational capacity and infrastructure through hiring under Human Resources personnel to achieve human rights and equity goals.

opportunities for increased city resiliency & sustainability.

- 1.C.6.b. Continue to actively partner with the Black Hawk County Health Department, CFCSD, UNI, and Grow Cedar Valley to develop coordinated and supporting equity plans and initiatives.
- 1.C.6.c. Build collaboration between the CFCSD and City to highlight and celebrate different cultures in the community and how they add value to the city.
- 1.C.6.d. Create pathways and collaborative equity discussions between businesses and UNI.
- 1.C.6.e. Work with Human Rights Commission about forming a Diversity, Equity, & Inclusion (DEI) subcommittee or determine best approach to establishing a Cedar Falls Equity Committee.
- 1.C.6.f. Work towards actively building capacity to create public engagement opportunities that are welcoming and inclusive.
- 1.C.7. General Governance Objectives.
  - 1.C.7.a. Continue support for 'Mayor's Updates' to inform the City Council, Cedar Falls residents and stakeholders of the status of Council priorities, City projects, upcoming activities and key information.
  - 1.C.7.b. Continue to specify in council agenda memos and presentations how a project or topic fits into the City Council's stated goals and priorities.
  - 1.C.7.c. Maintain a directory of governmental units, neighborhood groups, and other stakeholders the City Council would periodically like to meet with to discuss common interests.
  - 1.C.7.d. Maintain an online calendar of civic events of relevance to city elected officials, published with as much advance notice as possible to facilitate attendance.
  - 1.C.7.e. Develop a long-term participation protocol for public meetings, including videoconferencing options.

- 1.C.7.f. Hold city council work sessions on council meeting Mondays to discuss complex or potentially contentious matters, including:
- (a) Political Campaigning (federal / state / local) within City Parks
- (b) Resilience Plan Final Report

## GOAL #2: ENSURE GOVERNMENT EFFICIENCY AND EFFECTIVENESS.

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

#### 2.A. SUPPORTING COUNCIL POLICIES

- 2.A.1. Carry out the Short-Term Financial Plan (Annex A).
- 2.A.2. Ensure that the community's health, safety, and welfare are protected through the provision of essential cost-effective, efficient, professional, and timely public services.
- 2.A.3. Adopt a balanced budget reflecting the community's economic climate and needs.
- 2.A.4. Continue to monitor the impacts of the State of Iowa's roll back of commercial/industrial taxable values without long-term guaranteed backfill funding.
- 2.A.5. Maintain a budget philosophy of self-sufficiency in all major funds.
- 2.A.6. Adopt a Capital Improvements Program annually which coordinates major capital expenditures and is responsive to property tax levies and the City's debt restrictions.
- 2.A.7. Maintain a stable property tax rate relative to the consumer price index.
- 2.A.8. Deposit funds in excess of annual operations expenses (including released TIF funds) in a capital reserve account for projects such as the repurposing of city hall, economic development, public land acquisition, redevelopment or other one-time expenses approved by the City Council.
- 2.A.9. Evaluate each newly proposed service to determine the cost, relative importance and value of each service, and to identify unnecessary duplication within City-sponsored programs.
- 2.A.10.Identify and implement cost-effective methods to save energy within City operations.

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

- 2.B.1. Continue to monitor the City's capacity to provide adequate maintenance of its growing infrastructure. Maintain a long-term maintenance plan, including a contingency plan to respond to reductions in maintenance funds if encountered in the long term.
- 2.B.2. Continue to dedicate future accumulating cash generated by mid-year budget reductions for one-time future expenses such as capital projects.
- 2.B.3. Continue to dedicate TIF release dollars generated by expired TIF areas to future economic development projects.
- 2.B.4. Continue to explore appropriate opportunities for privatization of city services
- 2.B.5. Continue the annual street repair program using RUT and LOST revenues.
- 2.B.6. Ensure that essential services (public safety, parks, sewers, roads, refuse collection) are offered, while constantly exploring ways to increase efficiency in delivery.
- 2.B.7. Encourage civic involvement and volunteerism by citizens to reduce costs, including recycling, picking up leaves, moving cars to assist with efficient snowplowing, cleaning sidewalks, Friends of the Library, Friends of the Hearst Center, and Police Reservists.
- 2.B.8. Maintain the appropriate number of alternative staff in police and fire while improving services and reducing overtime costs by annually recruiting, if necessary new Police Reservists, volunteers, PSOs and POC staff.
- 2.B.9. Periodically conduct an evaluation of the costs and benefits of participation in the County Consolidated Communications Center and CJIS. Determine the fair share of costs that should be assigned to Cedar Falls while exploring a "county funded" system.
- 2.B.10. Maintain the Police Community Service Officer (CSO) program to help supervisory personnel with office duties, allowing supervisors to work closer with the public and provide direction in the field supervision of down-line employees.
- 2.B.11. Maintain staffing levels in all departments that reduce overtime by matching staffing levels to specific service demands as opposed to predetermined rigid standards.
- 2.B.12. Return City property to the tax base (when possible) to support revenue generation and economic development.

#### 2.C. FY23 DETAILED OBJECTIVES

- 2.C.1. General Cost Savings Objectives.
  - 2.C.1.a. Evaluate cost-effective alternatives to keep City departments staffed and functional.
  - 2.C.1.b. Continue the review of open positions as they occur.
  - 2.C.1.c. Continue the practice of succession planning to identify talented internal candidates when a vacancy is expected to occur.
  - 2.C.1.d. Continue to promote cross-training programs and alternative employment practices for most effective use of city staff.
  - 2.C.1.e. Continue to explore the sharing of services with other jurisdictions.
- 2.C.2. Public Safety Objectives.
  - 2.C.2.a. Continue to support and provide feedback on the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County [reference (c)] and other intergovernmental emergency response plans.
  - 2.C.2.b. Continue to evaluate the City's Public Safety model, ensuring cost effective and efficient law enforcement, firefighting, and rescue operations.
  - 2.C.2.c. Continue to review the staffing levels of the POC and Reserve programs to ensure the most efficient use of Public Safety funds and personnel.
  - 2.C.2.d. Actively solicit Public Safety Services Department employees to participate in the POC and PSO programs to increase their availability for service.
  - 2.C.2.e. Expand the use of PSOs, part time staff, and POCs to adequately staff fire stations without adding full-time staff or overtime expenses.
  - 2.C.2.f. Continue using supervisor performance measurement tools to hold first line supervisors accountable for daily staffing decisions.
  - 2.C.2.g. Ensure that weekends and holidays are fully-scheduled productive workdays for shift personnel.
  - 2.C.2.h. Minimize fire shift overtime, using volunteers, PSOs, POCs, part-time staffing or other cross trained positions to reduce callbacks and staff scheduling

expenses.

- 2.C.2.i. Use the Performance Based (Merit Based) Pay Policy [reference (d)] to reward supervisors who successfully respond to workload demands with decisions that adequately protect the safety of employees and the public while minimizing overtime and callback expenses.
- 2.C.2.j. Exercise management rights to schedule full staffing to avoid overtime expenses on days where known special public events will tax personnel resources.
- 2.C.2.k. Pursue the establishment of a new fire station along West First Street / Highway 57.
- 2.C.2.l. Maintain a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.
- 2.C.2.m. Expand the reach of the City's marketing and promotional campaigns regarding policing and racial equity efforts, beyond traditional media sources.
- 2.C.2.n. Support Public Safety staff review and implementation of viable Racial Equity Taskforce recommendations for policing.

#### 2.C.3. Code Enforcement Objectives.

- 2.C.3.a. Continue to identify and implement methods designed to better coordinate inspections while enforcing land use, property maintenance codes, rental housing, and zoning and nuisance ordinance violations citywide with cooperative and coordinated actions by the City's departments.
- 2.C.3.b. Continue the full-time Code Enforcement Officer position to enforce parking, property maintenance, snow removal, zoning, housing, building, and nuisance codes.
- 2.C.3.c. Enforce 48-hour parking laws in response to snow events, citizen complaints, habitual violations, and when public safety is compromised.
- 2.C.3.d. Prioritize code enforcement on issues related to health & safety, property maintenance and over-crowding or over-occupancy.
- 2.C.3.e. Continue rental inspections on a 3-year cycle.
- 2.C.3.f. Expand building maintenance code inspections and enforcement citywide, including in the College Hill area.

- 2.C.3.g. Continue to coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
- 2.C.3.h. Continue to evaluate the efficacy of the Landlord Accountability Ordinance [reference (e)] annually.
- 2.C.3.i. Implement traffic and parking controls based on public input meetings, test cases, sound engineering / best practices, and specific structural or safety limitations (street width, density, traffic flow and safety).
- 2.C.3.j. Enforce laws prohibiting illegal parking on private property (front yards and non-conforming lots).
- 2.C.3.k. Enforce over-occupancy regulations.
- 2.C.3.1. Enforce parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
- 2.C.3.m. Employ traffic calming devices, when appropriate, to address neighborhood traffic concerns.
- 2.C.3.n. Consider ordinance changes recommended by the Single Family Conversion task force to limit the number of converted single family homes in neighborhoods.
- 2.C.4. Fire Prevention and Suppression Programs Objectives.
  - 2.C.4.a. Continue to assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
  - 2.C.4.b. Continue annual smoke detector inspections in businesses and residences, recognizing that smoke detectors identify fire hazards at the earliest possible time.
  - 2.C.4.c. Staff fire stations whenever possible with a combination of career, PSO, POC, PT, ambulance and volunteer staff to maintain readiness while reducing staffing costs.
  - 2.C.4.d. Continue placing firefighting ensembles in police vehicles for faster response times.
  - 2.C.4.e. Continue deploying CAFS equipment in select police vehicles to provide faster fire suppression response times.

2.C.4.f. Encourage the Fire Chief to exercise management authority in implementing fire station staffing plans, and encourage the Battalion Chiefs to use management discretion in determining daily staffing levels using alternative staff.

#### 2.C.5. Yard Waste & Refuse Objectives.

- 2.C.5.a. Determine if yard waste collection programs should be altered or expanded based on the efficiency of material collection, customer satisfaction and general cost efficiency.
- 2.C.5.b. Evaluate City-operated leaf vacuum collection rates to determine if they are set at levels that encourage property owners with small volumes of leaves to compost, mulch or utilize 'City' container disposal methods; ensure that the rate offers a cost-effective option for property owners who must dispose of large volumes of leaves.
- 2.C.5.c. Evaluate how the expansion of the hours of operation for the yard waste drop off site has impacted revenues and expenditures.
- 2.C.5.d. Continue the City's public relations program to encourage the environmentally safe disposal of yard waste.
- 2.C.5.e. Continue to review refuse fees, when timely, to ensure that sufficient revenues exist to cover all collection costs.

#### 2.C.6. Stormwater and Wastewater Objectives.

- 2.C.6.a. Review sewer rental fees to ensure that sufficient revenue exists in the next several years to pay for EPA mandated treatment plant improvements and other sewer projects.
- 2.C.6.b. Continue to review stormwater fees, when timely, to determine if sufficient fees exist to pay for projected storm water costs outlined in the CIP.

#### 2.C.7. General Legislative Objectives.

- 2.C.7.a. Continue using lobbyists to influence legislative action related to municipal issues.
- (1) Continue to contract with a professional lobbyist to represent City interests to the State legislature.
- (2) Continue membership in the Iowa League of Cities to lobby for all Iowa

cities.

- 2.C.7.b. Continue to oppose changes to TIF laws that would impair the use of TIF as an economic development tool.
- 2.C.7.c. Continue to support property tax reform initiatives that eliminate the rollback formula that shifts burdens among classes of property.
- 2.C.7.d. Continue to meet with legislators to increase rapport, gain insight into current legislative directions, and to apprise them of the City's revenue generation challenges, as well as the negative impact of legislation (including unfunded mandates, tax exempt and rollbacks).
- 2.C.7.e. Continue pre- and post-legislative session meetings with area representatives to discuss topics of mutual interest.

#### 2.C.8. State Legislative Objectives.

2.C.8.a. *Introduction*. The November 2020 elections resulted in no changes in the political party that will control the Iowa House and Iowa Senate, along with the Governor's office; Republicans will maintain "trifecta" control of these three institutions for both the 2022 legislative session. There will be redistricting impacts on Cedar Falls.

#### 2.C.8.b. State Legislative Concerns.

- (1) Tax Cut/Tax Reform. Expect a wide-ranging discussion of ways to significantly lower income taxes in Iowa. One of those discussion items will be a review of the local option sales tax the cities currently collect. Local governments will need to forcefully advocate protecting the continuance of this funding.
- (2) Restrictions on the use of Tax Increment Financing (TIF) and Tax Credits. House File 849 was passed in the 2021 session that put 20-year sunsets on all TIF districts and may bring more discussion in 2022. Cedar Falls supports the continuation of TIF as the primary tool for communities to promote economic development.
- (3) Restrictions on Local Control of Decision-making. Such legislation runs contrary to the intent of the Iowa Constitution's Home Rule Amendment.
- (4) Other Concerns. Cedar Falls will continue to oppose any unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pensions,

recouping of legal costs associated with public record requests, etc.) erosions of Home Rule Amendment<sup>3</sup> authority, and elimination of state tax credits used for economic development.

#### 2.C.8.c. State Legislative Opportunities.

- (1) Housing. Cedar Falls supports state efforts to provide additional resources to communities for housing construction, including more state support of local housing trust funds and expansion of the Workforce Housing Tax Credits. An Economic Recovery Advisory Board was created in 2020 to make recommendations for helping Iowa recover from COVID-19. Part of their recommendations will include several to increase funding for workforce housing tax credits and the State Housing Trust Fund. Passage of these recommendations might provide an opportunity for the City of Cedar Falls to secure financial assistance for housing initiatives in the city.
- (2) Water and Wastewater Infrastructure. Cedar Falls supports state efforts to provide additional funding sources and flexible policies related to water, wastewater, and storm water infrastructure; these changes are necessary to meet the demands of increasing environmental regulation of cities. Funding for local government water and wastewater infrastructure may come through the State's ARPA, Infrastructure, and COVID relief funds.
- (3) University of Northern Iowa. During the 2021 legislative session, the City of Cedar Falls provided support for UNI's legislative priorities, and would expect to do so again in 2022.

#### 2.C.9. Federal Legislative Objectives.

2.C.9.a. Continue to request federal transportation funding support for major street projects, including the Greenhill and Highway 58 interchange, including a city funding match.

2.C.9.b. Request federal funding for EPA mandated treatment plant improvements.

2.C.9.c. Support CFU in securing federal grants for utility or telecommunication

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

infrastructure projects which will benefit citizens through improved reliability, security, efficiency, accessibility, or environmental impacts.

#### GOAL #3: PROMOTE ECONOMIC DEVELOPMENT.

Create an environment conducive to economic development.

#### 3.A. SUPPORTING COUNCIL POLICIES

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

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

- 3.B.1. Develop initiatives, when financially feasible, to support the economic development goals contained in the city's Comprehensive Plan [reference (f)]
- 3.B.2. Implement a long-term plan for the development of future TIF districts. This plan should include ways to acquire land and provide adequate infrastructure utilizing cooperative efforts with other groups and agencies.
- 3.B.3. Continue the systematic and strategic buyout of flood-prone properties to retain viable areas based on quality of infrastructure, elevation and contiguousness.
- 3.B.4. Prepare on a project—by-project basis an in-depth analysis of the long-term economic benefits vs. public investment/risk for each private/public cooperative economic development venture; the analysis must conclude that the long-term financial benefit derived by Cedar Falls taxpayers clearly out-weighs the risk of public financial assets.

#### 3.C. FY23 DETAILED OBJECTIVES

- 3.C.1. General Economic Development Objectives.
  - 3.C.1.a. Offer economic development incentives on par with other Iowa cities to remain competitive in the site selection process.
  - 3.C.1.b. Continue to support and develop the city's economic development website [reference (g)].
  - 3.C.1.c. Use TIF funds to acquire land for development into marketable industrial lots.

- Item 3.
- 3.C.1.d. Use TIF funds to provide cash incentives to developers and business owners when consistent with City economic development policies.
- 3.C.1.e. Explore the establishment of a University Avenue Corridor TIF district.
- 3.C.1.f. Review downtown incentives (following adoption of new zoning) to consider the increase in assessed value and to incentivize enhanced architectural design or public benefits.
- 3.C.1.g. Provide property tax abatement (based on current schedules) for projects meeting adopted job creation and tax base growth criteria.
- 3.C.1.h. Continue to allocate TIF funds for redevelopment projects on College Hill, in Downtown, and in northern Cedar Falls.
- 3.C.1.i. Continue to dedicate funds for expanding economic development marketing efforts.
- 3.C.1.j. Explore options for city support of expanded day-care options in Cedar Falls.
- 3.C.1.k. Pursue expanded benefits and incentives to recently-separated military members willing to relocate to Cedar Falls, as part of the state's Home Base Iowa initiative.
- 3.C.2. Regional Economic Development Organization Objectives.
  - 3.C.2.a. Continue regional economic development partnership with Grow Cedar Valley.
  - 3.C.2.b. Change the city's funding model for Grow Cedar Valley from an annual competitive grant to an annual contract to provide greater assurance of financial support to GCV.
  - 3.C.2.c. Monitor economic development agencies (CMS, CHP and GCV) to determine if the City's cash subsidies result in services of value to Cedar Falls citizens and businesses.
  - 3.C.2.d. Continue to support the efforts of the Cedar Falls Economic Development Corporation in advancing Cedar Falls' economic interests.
- 3.C.3. Regional Tourism Objectives
  - 3.C.3.a. Continue to maintain a dedicated Cedar Falls Visitors & Tourism

Bureau.

- 3.C.3.b. Continue to coordinate marketing and programming efforts between the UNI, Cedar Falls and Waterloo Visitors and Tourism Bureaus for all Metro tourist events.
- 3.C.4. Comprehensive Planning, Engineering and Building Objectives.
  - 3.C.4.a. Develop a grading ordinance for all new and existing developments.
  - 3.C.4.b. Implement the City's Comprehensive Plan [reference (f)] with emphasis on:
  - (1) Design standards which protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.
  - (2) Clear standards for growth, streets, street connectivity and walkability.
  - (3) Low-maintenance landscaping in the city right-of-way, when cost-effective.
  - (4) Trails and on-road accommodation of bicyclists, when possible.
  - (5) Traffic calming devices and design approaches to address neighborhood traffic concerns, when practical.
  - 3.C.4.c. Revise the Major Thoroughfare Plan.
- 3.C.5. Zoning Ordinance Economic Development Objectives.
  - 3.C.5.a. Support the development of a comprehensive new Zoning Ordinance [reference (h)] to replace the Zoning Ordinance first adopted in 1970.
  - 3.C.5.b. Consider new zoning and traffic control regulations to better control density and parking problems by reducing the number of multiple family and duplex conversions.
  - 3.C.5.c. Consider changes to zoning regulations which would limit the conversion of single-family properties to rental uses, to protect neighborhood stability and character.
  - 3.C.5.d. Consider changes to zoning regulations, policies and land use plans to restrict development of non-profit uses on prime commercial sites along arterial

streets.

- 3.C.5.e. Consider developing a Zoning Ordinance (and Subdivision Ordinance) to accommodate features that encourage mixed uses, variable building setbacks, walkability, sustainability and complete street concepts.
- 3.C.5.f. Consider developing, as a part of the new Zoning Ordinance, a new zoning map which includes pre-zoned areas.
- 3.C.5.g. Support the pre-zoning of select properties for residential development and shorten the development timeline by identifying neighborhood concerns and responding with developmental limitations.
- 3.C.5.h. Annex additional lands into the city (if requested by property owners) to support community growth and development consistent with the Comprehensive Plan [reference (f)].
- 3.C.6. Affordable Housing Development Objectives.
  - 3.C.6.a. Continue to seek ways in to provide affordable housing options to residents by:
  - (1) Maximizing Section 8 funds available to provide as many vouchers as possible, given HUD guidance.
  - (2) Incentivizing improvements in Section 8 housing (with tools such as Community Development Block Grant rental rehabilitation program).
  - (3) Revising zoning codes to encourage a variety of housing types in every neighborhood, e.g., allow for Habitat for Humanity builds.
  - (4) Encouraging the Housing Commission to explore and evaluate initiatives to balance investments in market rate and low-income housing (e.g., tax abatements, forgivable loans, gap payments on rent or mortgage, housing trust fund).
  - 3.C.6.b. Review City construction standards to identify possible changes which can promote the construction of affordable housing.
  - 3.C.6.c. Identify existing older homes which can provide a market to meet affordable housing demand.
  - 3.C.6.d. Target potential developers with Requests for Proposals for affordable housing development, if federal or state grants can be secured.

- 3.C.6.e. Partner with Habitat for Humanity to build/rehabilitate homes on city-owned lots.
- 3.C.6.f. Complete a Housing Needs Assessment, focusing on how to provide housing variety to promote affordable housing options for all.
- 3.C.6.g. Create educational messaging and outreach for landlords and citizens to emphasize the importance of healthy housing for all, along with destigmatizing affordable housing options such as Section 8 and Habitat for Humanity builds.
- 3.C.6.h. Create a resource database of all federal, state and local programs that can be used to foster more homeownership among low- and moderate- income families and individuals.
- 3.C.6.i. Create an ongoing educational program for low- and moderate-income families to access available homeownership assistance programs.
- 3.C.6.j. Implement diversity, inclusion and affordability considerations and evaluation in all new housing development plans.
- 3.C.6.k. Expand the forgivable loan program for conversion of rental properties to owner-occupied, expanded service area, and more qualifying expenses.
- 3.C.7. Commercial and Office Economic Development Objectives.
  - 3.C.7.a. Support the private development of commercial (retail & wholesale), professional office and industrial expansions to improve the City's residential to commercial/industrial land use mix from an 80/20 assessed value split to a 50/50 assessed value split.
  - 3.C.7.b. Consider diagonal on-street parking within neighborhoods where structurally feasible and where parking deficiencies can be solved with this approach.
  - 3.C.7.c. Continue development of the city-owned properties along the relocated Highway 20 corridor and establish a new urban renewal area if appropriate.
  - 3.C.7.d. Study the future use, ownership and corporate jurisdiction of land along the Highway 20 corridor, including cooperative arrangements with the City of Hudson if petitioned by property owners for annexation.
- 3.C.8. College Hill Economic Development Objectives.
  - 3.C.8.a. Carry out the recommendations of the College Hill Parking Study

[reference (i)].

- 3.C.8.b. Continue to enact the College Hill Urban Revitalization Plan [reference (j)].
- 3.C.9. Northern Cedar Falls Economic Development Objectives.
  - 3.C.9.a. Continue to enact the recommendations of the Northern Cedar Falls Visioning Committee Report [reference (k)].
  - 3.C.9.b. Continue to support the development of commercial uses in the northeast corner of Lone Tree Road/Center Street and at the Lone Tree Road interchange.
  - 3.C.9.c. Continue to promote the development of commercial growth along Center Street through streetscaping and beautification efforts in the ROW.
- 3.C.10. Downtown Economic Development Objectives.
  - 3.C.10.a. Consider adopting an Urban Revitalization District in the Downtown area, following the adoption of new zoning ordinance.
  - 3.C.10.b. Explore all options to building a downtown parking structure, in conjunction with a feasibility study and continual re-evaluation of paid parking options.
- 3.C.11. Industrial Economic Development Objectives:
  - 3.C.11.a. Create a new urban renewal area by acquiring additional land in areas that are attractive to the private sector for industrial development yet can be efficiently developed at a low public cost.
  - 3.C.11.b. Reserve TIF increment capacity to pay off debt incurred by the City/IDOT cooperative construction of US 58 interchanges.
  - 3.C.11.c. Continuing to aggressively repay Industrial Park TIF debt owed to the City debt service, economic development and capital project funds.
- 3.C.12.MercyOne Cedar Falls Hospital Economic Development Objectives.
  - 3.C.12.a. Plan for site development using current Health Trust Fund monies.
  - 3.C.12.b. Organize a staff/council committee to determine options and best uses for the original Sartori Hospital site once a new hospital is constructed elsewhere.

- 3.C.13. Flood Control, Storm Water, Sanitary Sewer and Water Improvement Objectives.
  - 3.C.13.a. Complete priority wastewater treatment system improvements:
  - 3.C.13.b. Inflow and Infiltration Reduction Program: Carry out separation of sanitary sewer and stormwater sewer lines from the footing drains when reconstructing streets.
  - 3.C.13.c. Extend sanitary sewer to areas that are unserved and remain on septic systems (i.e. South Main Street).
- 3.C.14. Street Improvement Objectives.
  - 3.C.14.a. Develop cooperative agreements with State Agencies to improve the following streets using RUT, LOST, and GO bonds, if necessary:
  - (1) *Main Street Reconstruction* Use LOST, RUT, Stormwater, ARPA, and GO bonds to complete this project for construction 2023-2025.
  - (2) Cedar Heights Drive Use MPO and State safety grants to help fund this project. The City's match will come from LOST, RUT, and GO bonds for construction in 2020-2023.
  - (3) West 23<sup>rd</sup> Street Improvements Use LOST, Assessment, and GO bonds to complete this project in FY2024.
  - (4) Ridgeway & 58 Use TIF funding as City match to Iowa Department of Transportation's project in FY2023-FY2024.
  - 3.C.14.b. Explore and establish agreements with developers to complete the connection of the following streets:
  - (1) Arbors Drive -- Aldrich Elementary to Greenhill Road
  - (2) Ashworth Drive Prairie Winds to Hudson Road
  - (3) Ashworth Drive Connection to Arbor Drive
  - (4) Ironwood Drive Connection to Greenhill Road
  - (5) West 27<sup>th</sup> Street Improvements Use LOST, RUT, and GO bonds to complete this project in FY2021-2023.
  - 3.C.14.c. Continue to develop the plans for the reconstruction of Union Road from 27<sup>th</sup> Street to University Avenue Use LOST and RUT funds to complete

this project. Timing of project dependent on receipt of grant funding sources.

3.C.15. Miscellaneous Infrastructure Repairs.

3.C.15.a. Slope Repairs- Continue to develop plans to address significant slope failure issues. Use storm water funds to complete these projects.

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

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

#### 4.A. SUPPORTING COUNCIL POLICIES

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

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

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

#### 4.C. CY22 DETAILED OBJECTIVES

- 4.C.1. Continue planning for Hearst Center expansion/relocation.
- 4.C.2. Continue to use the Recreation & Fitness Center, Operations & Facilities Needs Assessment [reference (m)] to determine the viability of expansion.
- 4.C.3. Implement, when financially feasible, an enhanced riverfront as a visitor attraction consistent with the Northern Cedar Falls Development Master Plan [reference (n)].
- 4.C.4. Coordinate with CFCSD to purchase land for future parks in developing areas when possible.
- 4.C.5. Assist in the solicitation of grants and development of the Cedar River including dam safety improvements, riverbank improvements, and recreational features.
- 4.C.6. Update the Park Master Plan [reference (o)] to account for city growth, changing needs and desires of the public, and updating of equipment and facilities.

- 4.C.7. Continue to implement portions of the Park Master Plan [reference (o)] for the Big Woods Lake, Gateway Park and Cedar City sites.
  - 4.C.7.a. Improve the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.
- 4.C.8. Develop an annual street right-of-way beautification, wayfinding signage, bike network signage, and city entrance signage & monument program using hotel/motel tax revenues.
- 4.C.9. Consider recommendations from City staff when alternative roadway designs are appropriate based on safety, roadway efficiency and financially feasible; typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.
- 4.C.10. Protect areas identified in the Cedar Falls Environmentally Sensitive Lands Survey [reference (p)] as city finances allow.
- 4.C.11.Identify trails most appropriate for winter snow removal and inform the public via an annually-published Trail and Bus Bench Snow Removal Map [reference (q)].
- 4.C.12. Develop a Great American Rail Trail Connection Plan to identify possible improvements, wayfinding, and other amenities along the Cedar Falls portion of this cross-country route
- 4.C.13. Continue collaboration with CFCSD on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.
- 4.C.14. Encourage private development for an official Independence Day fireworks display.
- 4.C.15.Continue working with private property owners to remove trees impacted by emerald ash borer infestation.
- 4.C.16. Design and develop facility improvements to Seerley Park.
- 4.C.17. Have a worksession to develop an ordinance to address political campaigning (federal, state and local) within the city's parks.
- 4.C.18. Continue pursuit of sister city partnerships and engagement, including in-person visits as part of major Iowa delegations.
- 4.C.19. Update the Bike Plan.

4.C.20. Continue evaluating and implementing pedestrian safety measures.

#### GOAL #5: FOSTER ORGANIZATIONAL EXCELLENCE.

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

#### 5.A. SUPPORTING POLICIES

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

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

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

#### 5.C. FY23 DETAILED OBJECTIVES

- 5.C.1. Conduct a workforce climate assessment / employee satisfaction survey in FY23 to identify areas for improvement in human resources management and employee relations.
- 5.C.2. Continue to evaluate whether to fill an opening or proposed newly created position.

- Item 3.
- 5.C.3. Explore restructuring, merging, or eliminating unnecessary positions as they become vacant.
- 5.C.4. Develop and maintain maintaining multi-year staffing and succession plans.
- 5.C.5. Implement and maintain updates to the city's Comprehensive Pay Plan [reference (r)].
- 5.C.6. Continue to fund the City's tuition assistance program [reference (s)] for employees.
- 5.C.7. Encourage employees to use the City's wellness program [reference (t)] and continue to offer incentives for participation.
- 5.C.8. Update the staffing plan to address employment attrition, retirements and the use of PT, PSOs, POCs, Police Reservists, volunteers or other cross-training programs to respond to long-term staffing needs.

## ANNEX A: FY2023 SHORT-TERM FINANCIAL PLAN

#### A. FY23 BUDGET POLICIES

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

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

#### B. FY23 BUDGET CONTINGENCY POLICIES

- 1. Prioritize all city services if budget reductions are required; this will allow for the most cost effective use of Federal Aid to pay eligible 'essential' service operating expenses as, if the operating expenses are not reoccurring or if more efficient staffing can be achieved.
- 2. Reduce City financial aid to outside agencies if funding shortfalls risk damaging the provision of essential services; annually notify agencies if funding reductions are anticipated for the next fiscal year.

#### C. FY23 CASH RESERVES POLICIES

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

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

#### D. FY23 REVENUES POLICIES

1. *Description*. The revenue projection process starts with estimates submitted by the departments for their specific areas. Finance reviews those estimates and makes informed judgments on all revenues City-wide. Prior year's actual and current year-to-date amounts are used to project both the current year and next year's revenues. Information received from the State, County,

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

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

and Iowa League of Cities is utilized to project revenue trends and anticipated amounts.

2. *Approval*. Finance will use conservative interest rate projections, current balances and interest accrual information, projects interest earnings. The Mayor and City Administrator will review revenues, expenditures and ending fund balances to determine if any revenue adjustments need to be made.

#### 3. Revenue Source Policies.

- a. *Property Taxes*. The budget of the City of Cedar Falls shall be drawn so that the general tax levy does not exceed limits established by State law.
- b. *Debt Service Levy*. Taxes shall be levied each year under the Debt Service Levy in the amount equal to the general obligation principal and interest due in that same year, minus the portion paid by the enterprise funds and Cedar Falls Utilities.
- c. *Tort Liability Levy*. The City may levy for the expected costs of property and liability insurance policies and estimated claims losses held by the City.
- d. *Employee Benefits Levy*. The City's share of contributions to police and fire pension and retirement systems, at rates determined by the State of Iowa, for currently employed sworn officers. The City's share of contributions for employee benefits budgeted under the General Fund only if the general tax levy is at the \$8.10 maximum. Tax revenues under the employee benefits levy will be receipted into the Trust and Agency Fund and then transferred into the General Fund.
- e. *Emergency Management Levy*. Levy for all dispatch, 911 and emergency operation costs assigned to the City of Cedar Falls.
- f. *Transit Levy*. Taxes levied under the transit levy shall not exceed the 95-cent limit established by State law. Transit levy tax revenues will be receipted into the General Fund.
- g. *Band Levy*. Taxes levied under the Band Levy shall not exceed the 13.5-cent limit established by State law. Tax revenues from the band levy will be receipted into the General Fund.
- h. *Library Levy*. Taxes levied under the library levy shall not exceed the 27-cent limit established by state law. Tax revenues from the library levy will be used to support the library. Approximately 50% of the levy will be used for new materials and services and approximately 50% will be used to lower general fund support to the library.
- i. Sales Tax. The City of Cedar Falls collects an additional 1% in local option sales tax. The revenues and expenditures under this program are recorded in a separate fund

- Item 3.
- j. Hotel/Motel Tax. The City currently has a 7% hotel/motel tax with 50% of the income generated by the imposition of the tax being devoted to the Visitors and Tourism Division. The other 50% is devoted to programs related to parks, lakes, trails, and recreational/cultural facilities.
- k. *Fees and Charges*. The City will establish fees and charges, in accordance with revenue bond requirements or for covering all or part of the related costs of providing the services. The City will review fees and charges, at a minimum, on a biannual basis.
- 1. *Investments*. The City will invest 100% of idle funds and will obtain the best possible return on all cash investments within the limits of the State law.
- m. *Intergovernmental Revenue*. Revenues from local, State and Federal governments will be used according to the restrictions or intent placed on each.
- n. *Additional Revenue Sources*. The City will continue searching for additional revenues to maintain a balanced budget.

#### E. FY23 EXPENDITURES POLICIES

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

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

#### F. FY23 LONG-TERM DEBT POLICIES.

1. *Purpose of Debt:* Debt will be used to fund the design, inspection and construction of capital improvement projects, rather than for annual operating expenses.

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

#### G. FY23 CAPITAL IMPROVEMENTS PROGRAM POLICIES.

- 1. *Description*. The Capital Improvements Program (CIP) is a planning document and does not authorize or fund projects. The projects listed in the CIP are summarized in the capital projects program.
- 2. *Approvals*. The CIP is prepared by the Finance & Business Operations Department for review by the Department Directors, City Administrator, Mayor, and Planning and Zoning Commission; the CIP is then submitted to the City Council for approval.
- 3. The City will make all capital improvements in accordance with the adopted CIP. The City will develop and annually update a multi-year plan for capital improvements.
- 4. The City will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
- 5. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
- 6. The City will use intergovernmental assistance to finance only those capital improvements consistent with the CIP and City priorities and where operating and maintenance costs have been included in operating budget forecasts.
- 7. The City will maintain all assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs.
- 8. The City will project its equipment replacement and maintenance needs for the next several

- years and will update this projection each year in order to implement a maintenance and replacement schedule.
- 9. The City will not finance equipment or projects with a projected life span less than a bond's maturity through the sale of GO bonds.
- 10. The City will not finance ongoing operating expenses with GO or revenue bonds.
- 11. The CIP will incorporate the least costly financing method for all new projects.
- 12. The City will maintain a long-term financial plan to address inadequacies in "City managed" infrastructure in unserved areas of the City and progressively add them to the CIP when cost effective (if consistent with long-range growth plans).
- 13. The CIP will incorporate a debt management strategy emphasizing the protection of at least 25-30% of the City's debt capacity.
- 14. The City will develop a plan that addresses competing projects, priorities and timing to meet this objective jointly by soliciting input from the Planning and Zoning Commission to ensure that projects are timely, unduplicated and supportive of long-range plans.
- 15. The issuance of new debt shall not exceed a replacement debt level, which typically ranges from \$3.0 \$4.0 million dollars every other year; CFU uses the City's bank qualified financing capacity in off bond sale years.
  - a. In FY23, the City will budget for a \$3.0 \$4 million dollar GO bond sale.
  - b. The City will use emergency reserve funds for projects identified in the CIP.
    - (1). The city will retain a balance of \$1.5-2 million for emergencies
- 16. The City will incorporate when timely, properly planned, safely engineered and financially feasible and design appropriate street and growth concepts in the planning and design of all capital projects.
- 17. The city will seek minimum private donation match of 25% of/for recreation & quality of life projects. Funds shall be escrowed or an agreement with the City Council needs to be executed prior to the project bid letting.
- 18. FY23 Capital Improvements Program Approved Projects:
  - a. General Obligation (GO) Bonds \$12.43 Million Total
    - Cameras (\$.37 million)

- Financial System (\$.70 million)
- Gateway Parking Lot (\$.20 million)
- Hearst Center Expansion (\$.70 million)
- Cedar River Recreation Improvements (\$.53 million)
- High School Pool (.70 million)
- Bridge & Culvert Replacements (\$.11 million)
- Infrastructure oversizing (\$.30 million)
- Sidewalks/Trails (\$1.60 million)
- Slope Repair (\$.28 million)
- Storm Sewer Extension (\$.48 million)
- Annual Street Repair Program (\$.36 million)
- Aldrich Elementary School Connections (\$1.34)
- Cedar Heights Drive reconstruction (\$1.22 million)
- Greenhill Road & South Main intersection improvements (\$.55)
- Main Street Reconstruction (\$1.65 million)
- West 1<sup>st</sup> Street (\$.15 million)
- West 22<sup>nd</sup> Street (\$.06 million)
- West 23<sup>rd</sup> Street (\$.05 million)
- West 27<sup>th</sup> Street (\$.10 million)
- Pedestrian Bridge Replacement (\$.08 million)
- Fire bunker gear, thermal imaging cameras, and SCBA (\$0.30 million)
- Issuance expenses (\$0.60 million)

#### b. Tax-Increment Financing (TIF)

- Annual TIF Rebates
- Downtown Streetscape
- Hwy 58 and Greenhill Road Intersection
- Main Street
- Viking Road Reconstruction
- Industrial Park Expansion
- Gibson Property Development
- Ridgeway Avenue bridge replacement
- Ridgeway Avenue Reconstruction
- Comprehensive Plan & Zoning ordinance updates
- Land Acquisition
- Street and sewer infrastructure improvements
- Olive Street Box Culverts
- Landscaping, alleys, brick replacement, wayfinding signage, parking, lot improvements, & utility improvements associated with streetscape improvements in Downtown and College Hill.

#### c. Road Use Taxes (Street Construction Fund)

- Street equipment
- Parking improvements
- Permeable Alley program
- Signalized intersection upgrades
- Intersection improvements

- Traffic planning studies
- Bridges
- Annual Street Repair program
- Aldrich School Connections
- Cedar Heights Drive
- Greenhill Road intersection improvements
- Main Street
- Union Road
- West 12<sup>th</sup>
- West 22<sup>nd</sup>
- West 27<sup>th</sup>

#### d. Refuse Fund

- Refuse trucks & equipment
- Security cameras
- Compaction equipment

#### e. Emergency Fund

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

#### f. Sewer Fund

• Waste Water Treatment Plant

- Nutrient Removal/Facility Plan
- Slipline sewers
- I&I reduction
- Oak Park sewer replacement
- West 1<sup>st</sup> Street
- West 27<sup>th</sup> Street
- Sewer equipment
- Infrastructure oversizing
- Sewer collection study
- Lift station pump repairs
- Annual Street Repair program
- Sanitary sewer extensions

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#### FY23 FINANCIAL IMPACT AND POLICY SUMMARY

#### I. **IMPACT ON PROPERTY TAX LEVIES**

#### A. **Property Tax Rate Change**

FY22

\$ 11.38 /\$1,000 taxable value

FY23

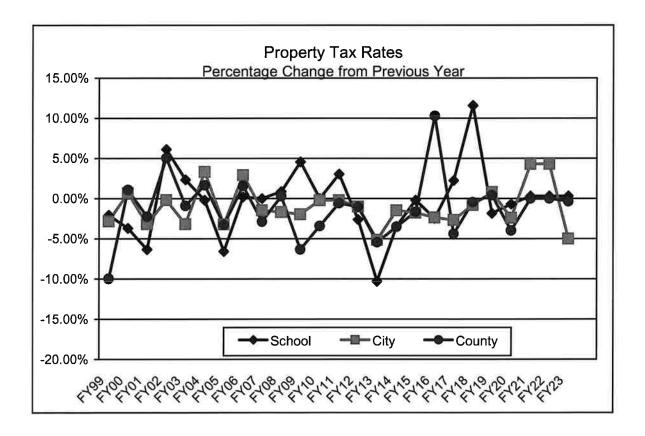
\$ 11.51 /\$1,000 taxable value

% Increase

1.14 %

#### B. **Property Tax Change Adjusted for New Construction Activity**

There was a \$245 million dollar growth in assessed values. There was a \$32 million increase in commercial, industrial and multi-residential properties. There was a \$213 million increase in residential properties. However, with the decrease in the residential rollback factor, this caused taxable valuations on residential properties to only increase by \$56 million. Overall, taxable valuations increased by \$100 million, due to the reassessment by Black Hawk County of residential property county-wide and releasing some of the Downtown TIF revenue.



#### C. FY22 Impact on Residential and Commercial Property Taxes Levied

		Re	esidential	Co	mmercial	1	Industrial	Mu	lti-Residential
1.	FY22 Taxes:								
	Value	\$	100,000	\$	500,000	\$	1,000,000	\$	500,000
	Rollback Value (Res. 56.4094%)		56,409		450,000		900,000		337,500
	(Com. 90%)								
	(Multi-Res 67.50%)								
	Tax Rate (\$1,000 Value)		11.38		11.38		11.38		11.38
	Taxes Paid FY22	\$	641.94	\$	5,121.00	\$	10,242.00	\$	3,840.75
2.	FY23 Taxes:								
	Value	\$	100,000	\$	500,000	\$	1,000,000	\$	500,000
	Revaluation		6.35%		0		0		0
	Rollback Value (Res. 54.1302%)		57,567		450,000		900,000		318,750
	(Com. 90%)								
	(Multi-Res 63.75%)								
	Tax Rate (\$1,000 Value)		11.51		11.51		11.51		11.51
	Taxes Paid FY23	\$	662.59	\$	5,179.50	\$	10,359.00	\$	3,668.81
3.	Change in Taxes Paid	\$	20.65	\$	58.50	\$	117.00	\$	(171.94)
	Percentage Change*		3.22%		1.14%		1.14%		-4.48%

### D. Property Tax Distribution By Department

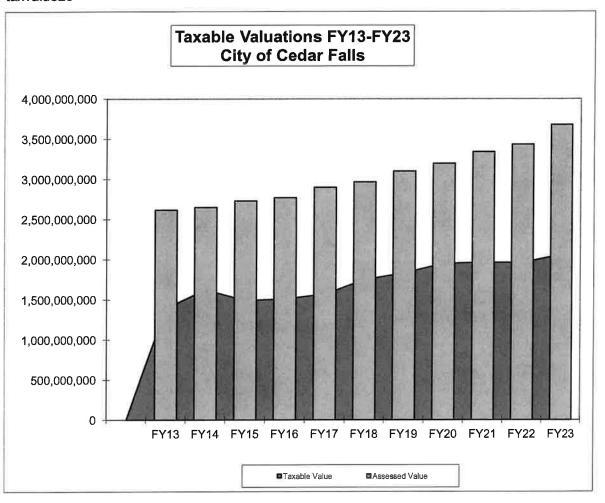
The distribution of property taxes to service areas is shown in the following charts. The charts show the distribution for the total levy and restricted \$8.10. The majority of the property taxes paid are directed to the Public Safety department and Park & Recreational Services. These percentages are not unusual in Iowa, however the \$8.10 may negatively affect essential services.

<sup>\*</sup>State mandated changes in the commercial, industrial and multi-residential rollbacks have arbitrarily created a property tax burden shift. The shift decreases the taxes paid by commercial and industrial properties and shifts those payments onto residential properties. The additional taxation placed on residential properties by this State mandate are outside of City control.

# PROPERTY TAX VALUATIONS CITY OF CEDAR FALLS, IOWA FY13 - FY23

Change Year
7,999,969 FY13
7,999,969
130,915,992
130,9
6.51%
I
Change
34
Change
Value

In FY97 there was a dramatic decrease in the residential rollback. Since then the rollback factor continued to decline until FY10 when it continues to strip away taxable value and shift tax burdens, Cedar Falls has been fortunate to have increased valuations over the past started increasing slightly each year. The rollback factor on residential decreased to 54.13% for FY23. Even though the rollback en years. There was a 7.16% increase in assessed valuations for FY23. taxvalueza

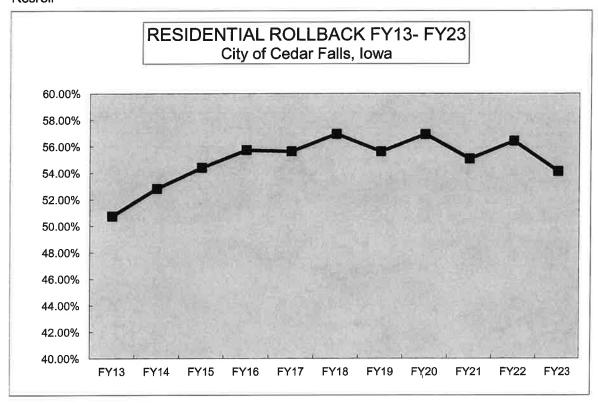


Year	Taxable Value	Assessed Value		
1 eai	value	Value		
FY13 FY14	1,393,511,204	2,618,319,843 2,650,433,900		
	1,622,862,335			
FY15	1,490,616,188	2,729,240,639		
FY16	1,509,722,828	2,769,405,368		
FY17	1,569,292,287	2,897,854,208		
FY18	1,750,040,895	2,965,854,183		
FY19	1,832,652,499	3,099,765,282		
FY20	1,950,451,511	3,195,848,285		
FY21	1,963,719,839	3,341,492,657		
FY22	1,960,696,679	3,432,518,333		
FY23	2,060,390,605	3,678,278,016		

The last ten years have provided a steady growth trend in assessed valuations. In addition, FY19 was the first year that assessed values exceeded \$3 billion.

For FY23, assessed values increased by \$245,759,683. Taxable values increased by \$99,693,926.

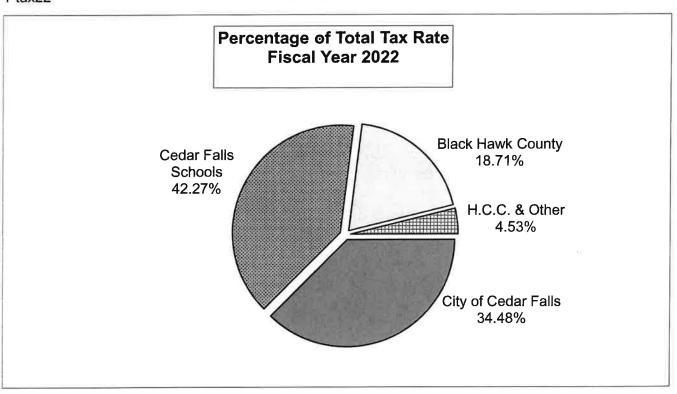
#### Resroll



YEAR	PERCENTAGE RESIDENTIAL ROLLBACK		
FY13	50.75%		
FY14	52.82%		
FY15	54.40%		
FY16	55.73%		
FY17	55.63%		
FY18	56.94%		
FY19	55.62%		
FY20	56.92%		
FY21	55.07%		
FY22	56.41%		
FY23	54.13%		

The rollback decreased for FY23. It is still lower since the 1980's when residential rollback was at 80%. This has a major impact on Cedar Falls whose tax base is 75% residential.

Ptax22



#### **Percentage of Total Tax Rate** Fiscal Year 2022

Governmental Body	Amount	Percent
City of Cedar Falls	\$11.38	34.48%
Cedar Falls Schools	13.95	42.27%
Black Hawk County	6.17	18.71%
H.C.C. & Other	1.50	4.53%
Total	\$33.00	100.00%

Distribution of the total property tax levy varies annually. The most recent shift is reflective of the \$8.10 levy limitations and the implementation of the public school educational support levy.

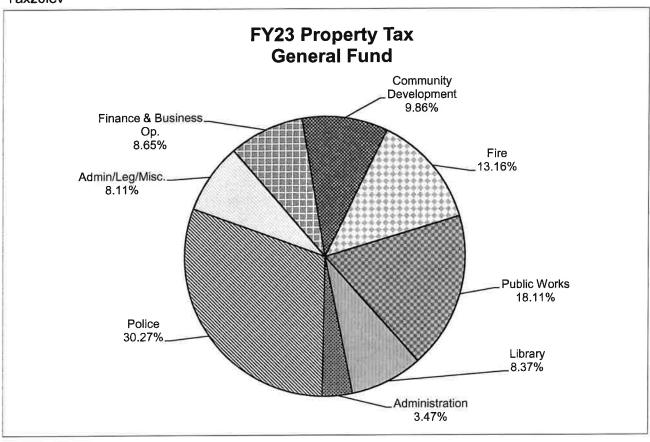
Historically, the City has been the largest user of property taxes. In FY98, FY99, FY00, FY01, FY02, FY04, FY05, FY06, FY07, FY08 and FY09 the City was the largest user because the school system receives substantial state aid subsidies to off-set property tax income losses. In FY03, FY10 - FY22 the City dropped below the school's due to a decrease in the City's debt service levy and implementation of special school levies.

Tax20lev

### CITY OF CEDAR FALLS ACTUAL PROPERTY TAX SUPPORT FY23

Department Division	Property Tax	Percent Of \$8.10	Percent Of Total	Support Per \$1000 Value	Cost Per Resident
or Fund	Support	<b>Levy</b> 8.11%	5.68%	\$0.66	\$33.22
ADMIN/LEG/MISC	\$1,352,683	0.11%	0.35%	\$0.04	\$33.22 \$2.02
MAYOR'S OFFICE	\$82,393	2.98%	2.09%	0.24	12.21
CITY ADMINISTRATOR	497,027	17.02%	11.93%	\$1.37	\$69.82
FINANCE & BUSINESS OPER:	\$2,842,774				•
Administration	313,018	1.88%	1.31%	0.15	7.69
Financial Services	155,383	0.93%	0.65%	0.08	3.82
Human Resources	643,291	3.85%	2.70%	0.31	15.80
Legal Services	241,615	1.45%	1.01%	0.12	5.93
Public Records	92,883	0.56%	0.39%	0.05	2.28
Street Lighting	0	0.00%	0.00%	0.00	0.00
Library Services	1,396,585	8.37%	5.86%	0.68	34.30
COMMUNITY DEVELOPMENT	\$1,644,014	9.86%	6.89%	\$0.80	\$40.38
Administration	178,292	1.07%	0.75%	0.09	4.38
Inspection Services	204,090	1.22%	0.86%	0.10	5.01
Planning & Community Services	212,160	1.27%	0.89%	0.10	5.21
Cultural Services	308,375	1.85%	1.29%	0.15	7.57
Recreation Serv.	741,096	4.44%	3.11%	0.36	18.20
PUBLIC WORKS	\$3,022,377	18.11%	12.68%	\$1.47	\$74.24
Engineering	624,672	3.74%	2.62%	0.30	15.34
Cemetery Section	174,716	1.05%	0.73%	0.08	4.29
Golf Section	25,523	0.15%	0.11%	0.01	0.63
Park Section	1,395,041	8.36%	5.85%	0.68	34.27
Public Buildings	802,426	4.81%	3.37%	0.39	19.71
PUBLIC SAFETY SERVICES	\$7,247,891	43.43%	30.42%	\$3.52	\$178.02
Fire	2,195,881	13.16%	9.22%	1.07	53.94
Police	5,052,011	30.27%	21.20%	2.45	124.09
SUB-TOTAL	\$16,689,160	100.00%	70.04%	\$8.10	\$409.92
DEBT SERVICE	1,061,750	N/A	4.46%	0.47	26.08
TRUST & AGENCY	4,203,400	N/A	17.64%	2.04	103.24
LEVY-LIABILITY INS.	249,340	N/A	1.05%	0.12	6.12
LEVY-MET TRANSIT	456,100	N/A	1.91%	0.22	11.20
LEVY-CF BAND	35,000	N/A	0.15%	0.01	0.86
LEVY-EMA	576,590	N/A	2.42%	0.28	14.16
LEVY-LIBRARY	557,450	N/A	2.34%	0.27	13.69
TOTAL	\$23,828,790	100.00%	100.00%	\$11.51	\$585.29

### Tax20lev

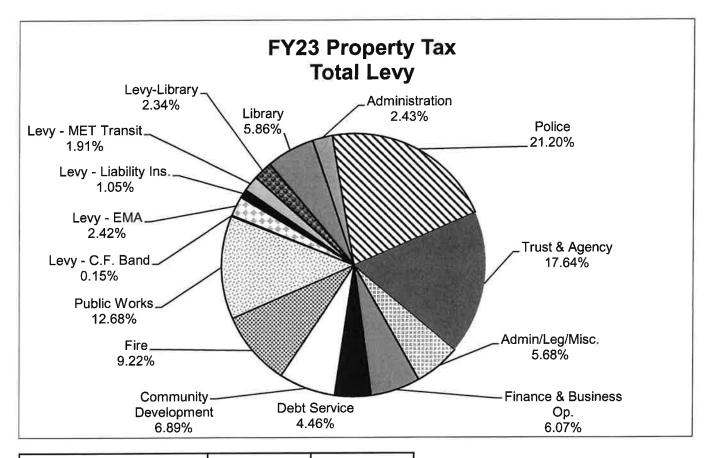


## CITY OF CEDAR FALLS Property Tax Impact General Levy FY23

Department		General Levy Property Tax Per \$1,000
Admin/Leg/Misc. Finance & Business Op. Community Development Fire Public Works Library Administration Police	8.11% 8.65% 9.86% 13.16% 18.11% 8.37% 3.47% 30.27%	\$0.66 0.69 0.80 1.07 1.47 0.68 0.28 2.45
GENERAL LEVY	100.00%	\$8.10

These charts depict where funds within the \$8.10 levy are allocated. Direct revenues attributable to the activity areas are deductible from operations costs, and the activity areas are credited with pro-rated indirect revenue.

The majority of these restricted levies (69.91%) are devoted to Fire (13.16%), Police (30.27%), Library (8.37%) and Public Works (18.11%) departments.



Department or Fund	Percent of Total Levy Property Tax	Total Levy Property Tax Per \$1,000
Admin/Leg/Misc.	5.68%	\$0.66
Finance & Business Op.	6.07%	0.69
Debt Service	4.46%	0.47
Community Development	6.89%	0.80
Fire	9.22%	1.07
Public Works	12.68%	1.47
Levy - C.F. Band	0.15%	0.01
Levy - EMA	2.42%	0.28
Levy - Liability Ins.	1.05%	0.12
Levy - MET Transit	1.91%	0.22
Levy - Library	2.34%	0.27
Library	5.86%	0.68
Administration	2.43%	0.28
Police	21.20%	2.45
Trust & Agency	17.64%	2.04
TOTAL LEVY	100.00%	\$11.51

The majority of all property taxes paid goes to the Public Safety, Debt Service, employee benefits, and the Public Works Department.

The percentages shown are not uncommon among lowa cities. However, the charts clearly illustrate that property taxes have been directed toward a group of services.

Tax20lev

### **CITY OF CEDAR FALLS Property Tax Impact Total Levy** FY23

Department Division or Fund	Property Tax Support	Percent of Total Levy	Support Per \$1,000 Value	Cost Per Resident
ADMIN/LEG/MISC	\$2,063,558	8.66%	\$1.00	\$50.69
MAYOR'S OFFICE	\$109,688	0.46%	\$0.05	\$2.69
CITY ADMINISTRATOR	581,732	2.44%	0.28	14.29
FINANCE AND BUS. OPERATIONS:	\$3,995,307	16.77%	\$1.94	\$98.13
Administration	353,966	1.49%	0.17	8.69
Financial Services	227,791	0.96%	0.11	5.60
Human Resources	752,167	3.16%	0.37	18.47
Legal Services	276,141	1.16%	0.13	6.78
Public Records	153,763	0.65%	0.07	3.78
Street Lighting	0	0.00%	0.00	0.00
Library Services	2,231,479	9.36%	1.08	54.81
COMMUNITY DEVELOPMENT:	\$2,232,370	9.36%	\$1.08	\$54.83
Administration	244,792	1.03%	0.12	6.01
Inspection Services	387,293	1.63%	0.19	9.51
Planning & Community Services	305,358	1.28%	0.15	7.50
Cultural Services	357,897	1.50%	0.17	8.79
Recreation Serv.	937,030	3.93%	0.45	23.02
PUBLIC WORKS:	\$3,606,832	15.14%	\$1.75	\$88.59
Engineering	933,086	3.92%	0.45	22.92
Cemetery Section	247,461	1.04%	0.12	6.08
Golf Section	25,523	0.11%	0.01	0.63
Park Section	1,569,260	6.59%	0.76	38.54
Public Buildings	831,502	3.49%	0.40	20.42
PUBLIC SAFETY SERVICES:	\$10,177,555	42.71%	\$4.94	\$249.98
Fire*	3,411,178	14.32%	1.66	83.79
Police*	6,766,377	28.40%	3.28	166.20
DEBT SERVICE	\$1,061,750	4.46%	\$0.47	\$26.08
TOTAL	\$23,828,790	100.00%	\$11.51	\$585.29

<sup>\*</sup> Includes allocation of Police and Fire retirement levy.

Item 3.

### II. TRUST AND AGENCY FUND

### Impact on Property Taxes

### Municipal Fire and Police Retirement System of Iowa (MFPRSI)

Due to increases in retirement wages and fluctuating interest rates, the City will continue to levy property taxes for the 411 pension in FY23 for the amount of expenses exceeding interest income from excess reserves

**Property Tax Support for 411 Pension Expenses** 

Fiscal Year	% of Coverage	Property Tax
1997	17.00%	\$ -0-
1998	17.00%	\$ 142,930
1999	17.00%	\$ 135,010
2000	17.00%	\$ 186,980
2001	17.00%	\$ 170,130 \$ 167,420
2002	17.00%	\$ 167,420
2003	17.00%	\$ 188,140 \$ 333,660 \$ 525,830
2004	20.48%	\$ 333,660
2005	24.92%	\$ 525,830
2006	28.21%	\$ 664,320
2007	27.75%	\$ 761,040
2008	25.48%	\$ 704,820
2009	18.75%	\$ 467,270
2010	17.00%	\$ 413,880
2011	19.90 %	\$ 566,920
2012	24.76 %	\$ 926,310
2013	26.12 %	\$1,047,080
2014	30.12 %	\$1,362,200
2015	30.41 %	\$1,820,580
2016	27.77 %	\$1,450,210
2017	25.92 %	\$1,413,390
2018	25.68 %	\$1,459,270
2019	26.02 %	\$1,608,410
2020	24.41 %	\$1,497,800
2021	25.31 %	\$1,617,110
2022	26.18 %	\$1,699,310
2023	23.90 %	\$1,136,090

In FY23, the contribution rate will be 23.90%. The rate has fluctuated greatly over the last twenty years and causes property tax burdens. Even though the percentage is based on actuarial assumptions, the employer has had to bear the burden of the increase while the employee's contribution rate remained unchanged and the state's contribution has ended. If the State of Iowa Legislature wishes to control property tax increases, it is imperative that they pass legislation that increases employee contributions and the state needs to honor its role in paying for more of the 411 costs as it did in prior years.

For FY23, \$500,000 of excess cash reserves in the pension funds are being used to help reduce the levy amount needed for 411 costs.

### Iowa Public Employees' Retirement System (IPERS)

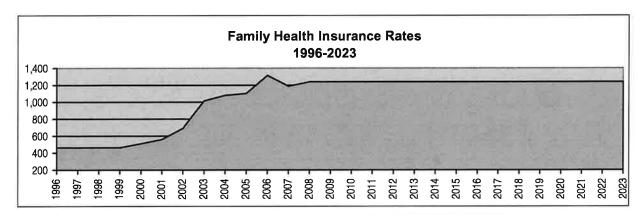
IPERS did not request from the Iowa legislature a contribution rate increase for regular members. However, the City is supportive of IPERS increasing their rates, if necessary, and agrees that the increase should be shared between employer and employee. For FY23, the employer's contribution will remain the same at 9.44% and the employee's contribution rate will also remain the same at 6.29%.

### III. PERSONNEL ISSUES

- A. Salary Adjustments: Since all bargaining groups settled five-year contracts in December, 2021, salary adjustments have been included in the FY23 budget.
- Increases in the employee health insurance B. Health Insurance: recommended for FY23 based on estimates from the City's 3rd party actuarial firm, however, this does not take in consideration for reserves. The increase is based on the fact that medical and prescription drug inflation rates remain high and there have been significant losses in the fund for the past few years. In FY23, a 0% increase in health insurance contribution by the City is being budgeted, however \$300,000 has been added to the trust and agency levy to help offset the losses in this fund. The City will need to look at plan design changes and contribution rates to maintain a secure self-funded health insurance fund. For FY18, the City's contribution actually decreased since the bargaining groups agreed to increase the employee's share of the contribution by \$15/month for both single and family plans. These contribution amounts will remain the same for FY23.

The City continues to look for ways to reduce health insurance costs and to try and increase the employee's share of the costs. Unfortunately collective bargaining and the federal Health Care Reform Act provide limitations on how much the employees can contribute to health insurance coverage. Under the Health Care Reform Act, increases in co-payments, deductibles, and out-of-pocket maximums cannot exceed the medical CPI plus 15%. The employee's contribution cannot change by more than 5 percentage points. These limitations will force the City and property tax payers to continue to bear most increases in health insurance costs.

The table and chart below shows the history of health insurance rates for the past twenty-seven years.



FY23 Financial Impact and Policy Summary

Fiscal	Single	%	Family	%
Year	Rate	Diff.	Rate*	Diff.
1996	160.21	0.00	463.27	0.00
1997	160.21	0.00	463.27	0.00
1998	160.21	0.00	463.27	0.00
1999	160.21	0.00	463.27	- 0.00
2000	176.23	10.00	509.60	10.00
2001	193.85	10.00	560.56	10.00
2002	238.44	23.00	689.49	23.00
2003*	350.96	47.19	1,014.85	47.19
2004*	373.77	6.50	1,080.82	6.50
2005*	437.31	17.00	1,103.52	2.10
2006*	534.40	22.20	1,314.29	19.10
2007	412.50	(22.81)	1,187.38	(9.66)
2008	430.32	4.32	1,238.72	4.32
2009	430.32	0.00	1,238.72	0.00
2010	430.32	0.00	1,238.72	0.00
2011	430.32	0.00	1,238.72	0.00
2012	430.32	0.00	1,238.72	0.00
2013	430.32	0.00	1,238.72	0.00
2014	430.32	0.00	1,238.72	0.00
2015	430.32	0.00	1,238.72	0.00
2016	430.32	0.00	1,238.72	0.00
2017	430.32	0.00	1,238.72	0.00
2018	430.32	0.00	1,238.72	0.00
2019	430.32	0.00	1,238.72	0.00
2020	430.32	0.00	1,238.72	0.00
2021	430.32	0.00	1,238.72	0.00
2022	430.32	0.00	1,238.72	0.00
2023	430.32	0.00	1,238.72	0.00
Increase				
FY96-FY23	270.11	168.60%	775.45	167.39%

- \* This is a blended (weighted-average) family contribution rate. From FY03 to FY06, employees had a choice between Plan A or Plan B. Plan B had a lower employee contribution, but higher deductibles and out-of-pocket maximums. Starting in FY07, employees may only choose from Plan B.
- **C. Performance Pay:** Non-union employees may earn salary increases in FY23 based on performance. These adjustments will have a wide range depending on the employee's evaluation, job classification adjustments and relative location in their respective pay band.
- **D.** Employment: During FY23, all departments evaluated their current staffing levels to ensure that there is adequate staffing for the current workload levels and this was presented at the City Council Goal Setting session. For the FY23 budget, staffing additions have been included as a result of this analysis.

For the Finance & Business Operations Department, one full-time position in Human Resources is being added to support the Human Rights Commission and promote Diversity, Equity, & Inclusion efforts. This position was a result of a recommendation by the Racial Equity Taskforce. Also, in the Human Resource Division a part-time position is being added to help in the workload in that division. With the pandemic and federal regulations, more administrative time to monitor and administer programs is needed. The hiring of this position will occur in January 2023 and therefore is being budgeted for only ½ a year for FY23. The library requested that three part-time librarian positions be moved to full-time. There is only one full-time position being budgeted. The plan would be to phase in the other positions over the next two budget cycles.

In the Public Works Department, a new full-time environmental engineer position is being budgeted to manage all wastewater and stormwater related projects to ensure adherence to standards set by the IDNR and EPA. This position will be funded by sewer and stormwater funds. A full-time horticulturalist position is being added in the Parks budget to help maintain and develop the various biocells, rain gardens, and streetscape and roundabout plantings. This position would also manage chemical applications. A full-time equipment operator is being added in the Street Department to allow for City staff to ensure proper permanent repairs of utility cuts to maintain quality streets. This would also allow for these repairs to be performed in a more timely fashion. A part-time traffic specialist position is also being budgeted under streets. Traffic control applications have become increasingly complex. This position would be required to have knowledge of traffic signal electronics and basic electrical knowledge.

In the Public Safety Services Department one officer position was reduced in the FY23 budget compared to the FY22 budget. In addition, a full-time computer operator position was eliminated through attrition.

The City will need to continue to monitor staffing levels to ensure quality recruitment and retention of employees.

Future Employment: As operating costs continue to rise, revenues especially in the E. area of property taxes, road use taxes, and governmental programs may be reduced or limited. Therefore, the City is constantly evaluating its employment levels.

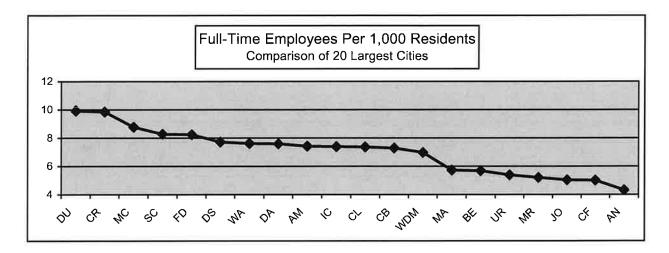
If a position becomes vacant, the City Administrator with the Department Director will analyze the need for the position based on staffing needs and other appropriate factors. When a position becomes vacant the affected department must review the open position and perform a financial evaluation of the employment costs and the availability of funds to finance the position in the short and long-term. Four steps must be used in this evaluation in sequential order:

- 1. Determine the impact of services if the position was terminated.
- 2. Determine the impact on services if the position was filled with part-time labor.
- 3. Determine the impact on services if the position was downgraded to lowest possible classification.
- 4. Determine the need to fill the position at fully authorized classification.

The written evaluation is provided to and approved by the City Administrator. This analysis will continue into FY23.

- F. Total Employee Salary & Benefit Impacts: The total budget increase for all employees salary and benefit is \$944,620 for FY23. This increase is due to the negotiated salary increases set by union contracts.
- Liability Insurance Levy: The levy increased in the General Fund for FY23 to G. \$249,340 from \$125,020 in FY22.
- Pay Plan Study: A pay plan study was completed and implemented July 1, 2018. Н. Funds were budgeted in FY21 to update the pay plan. The City intends to try and update the pay plan every three years to keep up with market rates.
- During FY23, the 27<sup>th</sup> pay period will occur, which happens ١. 27<sup>th</sup> Pay Period: approximately every 11.5 years. This occurs since the City pays every two weeks. This does not affect the FY23 operating budget because funds are accrued every year for this unusual expense. When the 27th pay period occurs in FY23, then the funds from these reserve funds will be used.
- Employee Survey: An employee survey will be performed in FY23. It has been over J. twenty-five years since a survey was last completed.

Item 3.



	FY21	2020	Employees
City	Employees	Population	Per 1,000
Dubuque	592.0	59,667	9.92
Cedar Rapids	1356.0	137,710	9.85
Mason City	240.0	27,338	8.78
Sioux City	710.0	85,797	8.28
Fort Dodge	205.0	24,871	8.24
Des Moines	1650.0	214,133	7.71
Waterloo	512.0	67,314	7.61
Davenport	772.0	101,724	7.59
Ames	492.0	66,427	7.41
Iowa City	552.0	74,828	7.38
Clinton	180.0	24,469	7.36
Council Bluffs	457.0	62,799	7.28
W. Des Moines	479.0	68,723	6.97
Marshalltown	158.0	27,591	5.73
Bettendorf	222.0	39,102	5.68
Urbandale	245.0	45,580	5.38
Marion	216.0	41,535	5.20
Johnston	121.0	24,064	5.03
Cedar Falls	204.0	40,713	5.01
Ankeny	293.0	67,887	4.32
	Average:		7.03

Cedar Falls city government continued to have one of the lowest number of employees per 1,000 capita comparing the top 20 largest cities.

Cedar Falls has 2.02 employees per 1,000 capita less than the state average, which is equivalent to 82 fewer full-time employees.

Employment reductions have been implemented over the last 10 years, which has streamlined Cedar Falls' employment.

Among the top twenty largest cities in the State of Iowa, the City of Cedar Falls continues to have one of the lowest number of employees per capita. The pressures of new construction growth, road development, and societal values have placed greater demands on existing staff. In the near future, the City Council will need to prioritize services or focus on key services to address the over extension of City staff.

### IV. FINANCIAL ISSUES

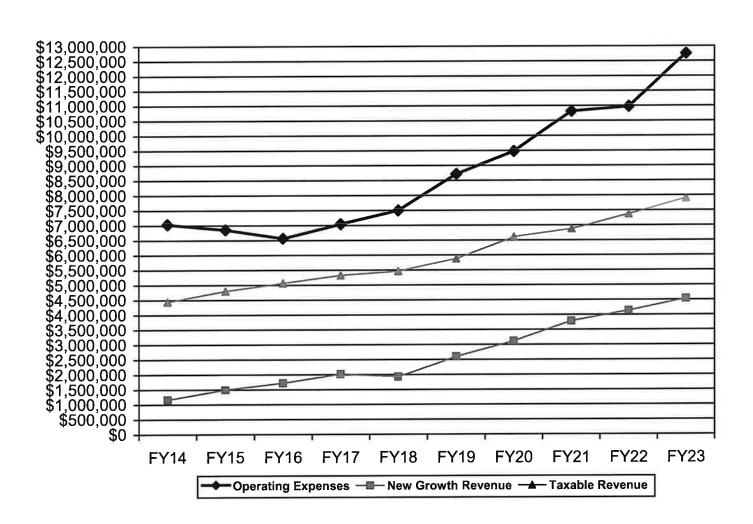
Taxable value in FY23 increased from \$1,960,696,679 to Taxable values: \$2,060,390,605 (5% increase) due to the revaluation of residential property by the County Assessor. The residential rollback factor was adjusted from 56.41% in FY22 to 54.13 % in FY23. The commercial rollback remained the same in FY23 at 90%. Agland rollback was adjusted from 84.03% in FY22 to 89.04% in FY23. The multiresidential rollback decreased from 67.50% in FY22 to 63.75% in FY23.

> **Assessed and Taxable Values** FY22 and FY23 Budgets

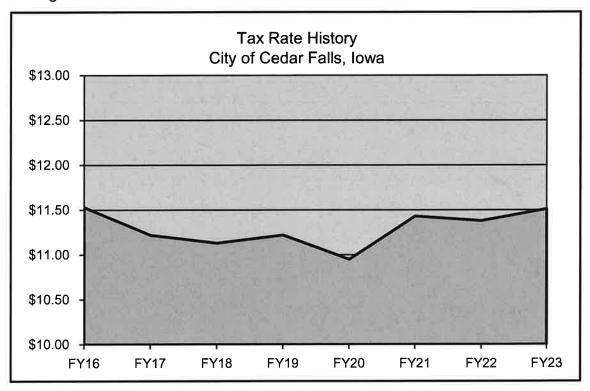
Description	FY22 Assessed Values	FY23 Assessed Values	Difference Assessed Values	FY22 Taxable Values	FY23 Taxable Values	Difference Taxable Values
Residential	2,590,601,036	2,803,566,538	212,965,502	1,453,871,296	1,510,770,762	56,899,466
Commercial	487,628,495	529,254,483	41,625,988	424,169,063	461,067,249	36,898,186
Industrial	32,200,720	33,533,725	1,333,005	26,524,529	27,238,463	713,934
Multi-Res	86,423,276	98,472,234	12,048,958	54,155,214	59,965,819	5,810,605
Utilities	4,999,474	4,234,880	(764,594)	4,745,317	4,004,543	(740,774)
Add: TIF- Unified	118,138,619	124,114,531	5,975,912			
Add: TIF- Downtown	80,716,602	71,894,658	(8,821,944)			
Add:TIF- Southern	20,769,250	5,061,278	(15,707,972)			
Add:TIF- College Hill	5,436,600	3,271,775	(2,164,825)			
Add: TIF- Pinnacle Prairie	760,001	283,675	(476,326)			
Less: Credit Subtotal	(2,768,740) <b>3,424,905,333</b>	(2,656,231) <b>3,671,031,546</b>	112,509 <b>246,126,213</b>	(2,768,740) <b>1,960,696,679</b>	(2,656,231) <b>2,060,390,605</b>	112,509 <b>99,693,926</b>
Agland	7,613,000	7,246,470	(366,530)	6,397,252	6,452,342	55,090
Total	3,432,518,333	3,678,278,016	245,759,683	1,967,093,931	2,066,842,947	99,749,016
Gas & Electric						
Value	55,775,136	56,915,222	1,140,086	3,603,833	4,230,086	626,253
Less: Agland	7,613,000	7,246,470	(366,530)	6,397,252	6,452,342	55,090
Add:TIF Assess-Tax	2,699,061	O	(2,699,061)	O	O	0
Property Rate Value	3,483,379,530	3,727,946,768	244,567,238	1,964,300,512	2,064,620,691	100,329,179

The chart below illustrates that property tax revenue from new growth, rollback changes, and reassessments is not enough to keep up with rising operating costs. The City Council will need to continue to focus on how to close the gap over the next 3-5 years. Increases in pension costs and salary increases will need to be paid for by property tax increases. Due to planned cost savings efforts by all departments, FY15 shows the first reduction in the last 10 years and continued to decline in FY16. The increase in expenses for FY17 – FY23 is due to the negotiated salary increases and additional staffing.

General Fund 10 Year History Operating Expenses vs New Growth Revenue



Tax Rate: In fiscal year 2023, the tax rate is proposed to increase by \$.13 (FY22 - \$11.38, FY23 - \$11.51). Fluctuations in tax rates occur due to property reassessments on a biennial basis and the changes in the residential and commercial rollback.

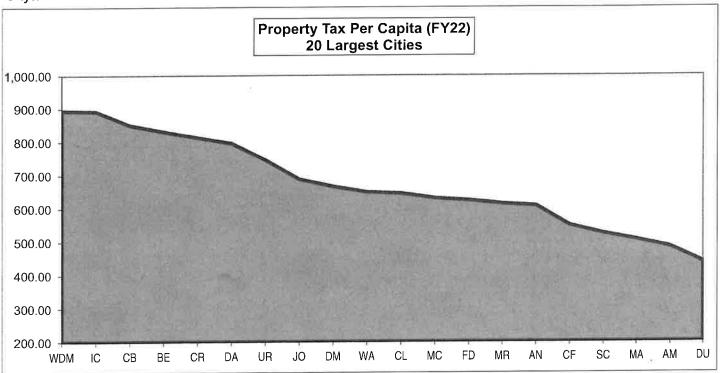


Fiscal Year	Tax Rate
2016	11.53
2017	11.22
2018	11.13
2019	11.22
2020	10.95
2021	11.43
2022	11.38
2023	11.51

The following charts show how Cedar Falls tax rate compares to the top 20 cities in lowa.

	Rank		Taxable Value	'alue		General Fund	Fund			Other Levies	evies.		Total	Тах
City	by Pop.	Census	January 1, Regular	Ag Land	\$8.10 Levy FY20/21 FY2	Levy FY21/22	Outside \$8.10	Ag Land Levy	Emerg Levy	Debt Service	Employ Benefit	Capital Improv.	Regular W/O Ag	Per Capita
West Des Moines	9	68,723	5,613,305,030	6,998,795	8.10000	8.10000	0.11448	3.00375	0.27000	1.91000	0.55552		10.95000	894.40
lowa City	2	74,828	4,261,347,436	1,452,029	8.10000	8.10000	1.51044	3.00375	0.24000	2.47846	3.34415		15.67305	892.56
Council Bluffs	10	62,799	3,048,023,514	9,014,617	8.10000	7.64000	1.75259	3.00368	0.00000	2.82000	5.31741		17.53000	850.84
Bettendorf	15	39,102	2,538,387,552	5,122,657	5.73822	5.67182	0.41689	3.0037.5		5.00000	1.71129		12.80000	830.94
Cedar Rapids	2	137,710	7,053,755,873	8,630,605	8.10000	8.10000	1.17418	2.99991		3.25225	3.34977		15.87620	813.21
Davenport	က	101,724	4,824,709,657	20,454,363	8.10000	8.10000	1.43000	3.00375	0.27000	2.04999	4.93001		16.78000	795.87
Urbandale	12	45,580	3,362,801,367	3,480,100	8.10000	8.10000		3.00375		1.54000	0.47000		10.11000	745.90
Des Moines	-	214,133	8,582,842,400	7,498,353	8.10000	8.10000	0.29000	3.00373		2.96000	5.26000		16.61000	665.76
Waterloo	80	67,314	2,344,836,606	15,137,882	8.10000	8.10000	1.90033	3,00372	0.27000	2.85552	5.50603		18.63188	649.03
Clinton	19	24,469	1,007,103,772	16,343,105	8.10000	8.10000	0.80925	3.00375	0.27000	1.80700	4.67594		15.66219	644.63
Mason City	17	27,338	1,228,814,639	8,038,538	8.10000	8.10000	0.49074	3.00375		2.52752	2.90823		14.02649	630.48
Fort Dodge	18	24,871	759,843,278	3,861,453	8.10000	8.10000	1.57875	3.00375	0.27000	4.35616	6.11792		20.42283	623.95
Marion	13	41,535	1,795,473,457	3,469,030	8.10000	8.10000	0.61031	3.00372	0.00000	2.03662	3.45283		14.19976	613.83
Ankeny	7	67,887	4,148,735,891	4,308,873	6.05000	6.05000	0.15000	3.00375		3.20000	0.55000		9.95000	608.07
Cedar Falls	4	40,713	1,964,300,512	6,397,252	8.10000	8.10000	0.85166	3.00363		0.30186	2.12921		11.38273	549.19
Sioux City	4	85,797	3,116,423,871	5,296,607	8.10000	8.10000	1.48119	3.00375	0.27000	3.07864	1.51948		14.44931	524.85
Marshalltown	16	27,591	908,963,073	5,641,583	8.10000	8.10000	0.83000	3.00375	0.27000	1.04953	4.43710	0.67500	15.36163	506.08
Johnston	20	24,064	1,557,088,950	5,349,813	7.50574	7.50685	0.00000	3.00375	0.00000	2.33962	0.78395		10.63042	687.85
Ames	0	66,427	3,257,725,869	3,371,719	5.66051	5.54979	0.60847	3.00375		2.99735	0.71802		9.87363	484.22
Dubuque	1	59,667	2,646,230,849	3,317,146	8.10000	8.10000	0.77303	3.00375		0.09215	0.92381		9.88899	438.58





**Property Tax Per Capita (FY22)** 20 Largest Iowa Cities

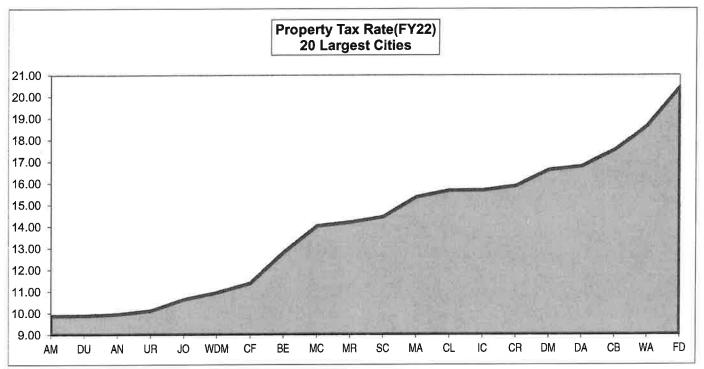
City	FY22 Tax Per Person	2020 Population	Abbre-viation
West Des Moines	894.40	68,723	WDM
lowa City	892.56	74,828	IC
Council Bluffs	850.84	62,799	СВ
Bettendorf	830.94	39,102	BE
Cedar Rapids	813.21	137,710	CR
Davenport	795.87	101,724	DA
Urbandale	745.90	45,580	UR
Johnston	687.85	24,064	JO
Des Moines	665.76	214,133	DM
Waterloo	649.03	67,314	WA
Clinton	644.63	24,469	CL
Mason City	630.48	27,338	MC
Fort Dodge	623.95	24,871	FD
Marion	613.83	41,535	MR
Ankeny	608.07	67,887	AN
Cedar Falls	549.19	40,713	CF
Sioux City	524.85	85,797	SC
Marshalltown	506.08	27,591	MA
Ames	484.22	66,427	AM
Dubuque	438.58	59,667	DU
Average	672.51		

For over two decades Cedar Falls' local government has operated at one of the lowest per capita property tax rates among the 20 largest cities in Iowa.

At a cost of \$549.19 per person, the City is substantially below the average rate of \$672.51. This rate can be attributed to the City's concerted efforts to streamline operations over the past 20 years.

If the City of Cedar Falls operated at the state average property tax per capita, an addional 5.02 million dollars would be devoted to operations. This would be an increase of 22% of taxes levied in FY22.

### Citytaxr



**Property Tax Rate (FY22)** 20 Largest Iowa Cities

City	FY22 Tax Rate	2020 Population	Abbre- viation
Ames	9.87	66,427	AM
Dubuque	9.89	59,667	DU
Ankeny	9.95	67,887	AN
Urbandale	10.11	45,580	UR
Johnston	10.63	24,064	JO
West Des Moines	10.95	68,723	
Cedar Falls	11.38	40,713	CF
Bettendorf	12.80	39,102	BE
Mason City	14.03	27,338	MC
Marion	14.20	41,535	MR
Sioux City	14.45	85,797	SC
Marshalltown	15.36	27,591	MA
Clinton	15.66	24,469	CL
Iowa City	15.67	74,828	IC
Cedar Rapids	15.88	137,710	CR
Des Moines	16.61	214,133	DM
Davenport	16.78	101,724	DA
Council Bluffs	17.53	62,799	СВ
Waterloo	18.63	67,314	WA
Fort Dodge	20.42	24,871	FD
Average	14.04		

- Multi-Residential Properties: Beginning in FY17, the State legislation created B. a new class of property, multi-residential. These properties were primarily classified as commercial prior to FY17. The rollback on these multi-residential properties will be a phased in reduction over the next eight years. For FY23, the rollback is 63.75% and will eventually be the same as residential, which for For Cedar Falls, multi-residential property is valued at FY23 is 54.13%. \$98,472,234. The decline in taxable base will eventually be an annual loss of revenue to the General Fund in the amount of \$300,000.
- State Backfill: FY17 was the last year that backfill funds from the State of C. lowa for the loss in revenue from the commercial rollback was guaranteed. Therefore, for FY18 –FY22 those funds were not included in the budget. During the 2021 legislative session it was approved to phase-out the backfill. This will be phased out in 8 years. Therefore, for FY23 the reduced backfil amount is budgeted in revenue and the corresponding amount is budgeted in expenses for a one-time capital project.
- Major Funds: The following charts describe in detail the four major funds of D. General Fund, Refuse Fund, Sewer Rental Fund, and Street the City: Construction Fund.

Item 3.

Balance

### FUND BALANCES - REVENUE AND EXPENDITURES SIX YEAR HISTORY FY17 - FY23

01-Mar-22

Fund		FY17 Actual	FY18 Actual	FY19 Actual		FY20 Actual	FY21 Actual	FY22 Project	FY23 Budget
General Fund									
Beginning Balance	\$	5,158,433	\$ 5,276,117	\$ 5,760,875	\$	6,157,137	\$ 6,220,031	\$ 6,277,294	\$ 6,277,294
Expenditures		24,085,044	25,127,706	26,615,771		25,734,290	29,136,899	27,667,247	29,702,430
Revenues		24,202,729	25,612,464	27,012,035		25,797,184	29,194,163	27,667,247	29,702,430
Cash Added (Used)		117,685	484,758	396,264		62,894	57,264	0	0
General Ending Balance	\$	5,276,117	\$ 5,760,875	\$ 6,157,137	\$	6,220,031	\$ 6,277,294	\$ 6,277,294	\$ 6,277,294
% of Cash Balance to Next									
Year's Expenditures		21.29%	21.94%	22.97%		21.89%	22.56%	21.13%	20.64%
Refuse									
Beginning Balance	\$	3,600,093	\$ 4,131,097	\$ 4,734,192	\$	5,152,690	\$ 4,861,202	\$ 5,276,454	\$ 5,377,716
Expenditures		2,669,036	2,669,030	2,908,412	ı	3,536,967	3,010,590	3,500,495	3,516,870
Revenues		3,200,040	3,272,125	3,326,910		3,245,479	3,425,842	3,601,756	3,504,300
Cash Added (Used)		531,004	603,095	418,498		(291,488)	415,252	101,261	(12,570)
Ending Balance	\$	4,131,097	\$ 4,734,192	\$ 5,152,690	\$	4,861,202	\$ 5,276,454	\$ 5,377,716	\$ 5,365,145
Sewer Rental									
Beginning Balance	\$	4,547,268	\$ 5,854,027	\$ 7,150,680	\$	8,500,370	\$ 9,657,338	\$ 10,735,421	\$ 12,816,209
Expenditures		5,239,489	5,651,947	5,382,320		5,908,293	6,226,063	5,900,565	6,369,100
Revenues		6,546,248	6,948,602	6,732,011		7,065,262	7,304,145	7,981,354	8,103,000
Cash Added (Used)		1,306,759	1,296,655	1,349,691		1,156,969	1,078,083	2,080,789	1,733,900
Ending Balance	\$	5,854,027	\$ 7,150,680	\$ 8,500,370	\$	9,657,338	\$ 10,735,421	\$ 12,816,209	\$ 14,550,109
Street Construction									
Beginning Balance	<b> </b>	6,289,872	\$ 7,138,006	\$ 7,885,301	\$	8,437,357	\$ 8,579,383	\$ 9,893,925	\$ 10,460,696
Expenditures		4,037,276	4,364,916	4,647,031		5,012,178	4,617,956	5,770,467	7,178,530
Revenues		4,885,410	5,112,211	5,199,087		5,154,204	5,932,498	6,337,238	5,160,190
Cash Added (Used)		848,134	747,296	552,056		142,026	1,314,542	566,772	(2,018,340)
Ending Balance	\$	7,138,006	\$ 7,885,301	\$ 8,437,357	\$	8,579,383	\$ 9,893,925	\$ 10,460,696	\$ 8,442,356

Operating Expense on the following pages = Total expenses less capital outlay.

Item 3.

### C. Cash Balance Impact (Modified Cash Basis):

### 1. General Fund

\$6,277,294
0
0
\$6,277,294

For FY23, the City is proposing a balanced budget for the General Fund. It has been the City's position to maintain a balance between 15 and 25 percent as possible for cash flow and emergency purposes. The City Council in FY03 directed staff to move this toward a 20-25 percent reserve and that policy directive remains in effect.

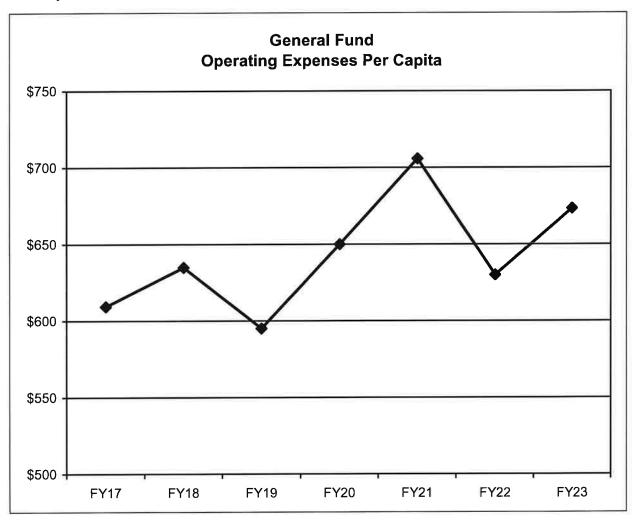
**General Fund Reserve Percentages** 

Fiscal Year	Balance	Percentage
FY20	6,220,030	21.89%
FY21	6,277,294	22.56%
FY22	6,277,294	21.47%*
FY23	6,277,294	20.64%*

<sup>\*</sup> Projected

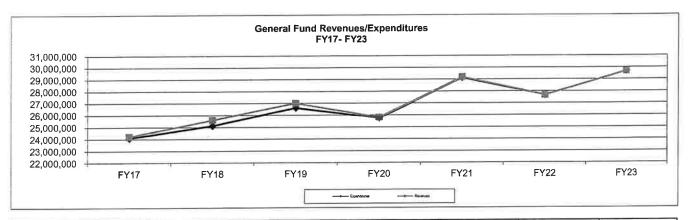
For the City to maintain reserve balances above 15%, additions to reserves will need to be evaluated each budget year. However, proposed state legislation may limit the amount of reserves maintained by cities and Cedar Falls could be greatly affected by this.

Administratively, the City has, through management and spending controls, protected the City's cash reserves annually.



General Fund	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Project	FY23 Budget
Operating Expense	\$23,924,428	\$24,925,953	\$23,365,195	\$25,520,135	\$28,734,124	\$25,647,817	\$27,413,240
Population	39,260						
Operating Expense Per Capita	\$609.38	\$634.89	\$595.14	\$650.03	\$705.77	\$629.97	\$673.33

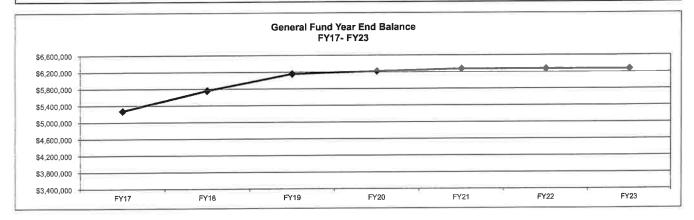
General Fund operating expenses have steadily risen over the past six years due to negotiated salary and benefit increases. The increase in FY21 was due to staffing positions added.



General Fund	FY17 Actual	FY18 Actual		FY19 Actual		FY20 Actual		FY21 Actual		FY22 Project		FY23 Budget
Beginning Balance	\$ 5,158,433	\$ 5,276,117	\$	5,760,875	\$	6,157,137	\$	6,220,031	\$	6,277,294	\$	6,277,294
Expenditures	24,085,044	25,127,706		26,615,771		25,734,290		29,136,899		27,667,247		29,702,430
Revenues	24,202,729	25,612,464		27,012,035		25,797,184		29,194,163		27,667,247		29,702,430
Cash Added (Used)	117,685	484,758		396,264		62,894		57,264		0		0
General Ending Bal.	\$ 5,276,117	\$ 5,760,875	\$	6,157,137	\$	6,220,031	\$	6,277,294	\$	6,277,294	\$	6,277,294

The City Council adopted resolution #9054, which required the balance remain between 15% - 25% and be maintained at 20-25%. Due to proposed property tax legislation and a national recession, maintaining a balance closer to 25% is necessary.

The General Fund Balances are critical to the City's operations and serves to cashflow operations in September and October and provide a reserve to assist operations in the event of a catastrophe. In Cedar Falls' case the 8.10 levy limit restricts operations in the event of a catastrophe. Therefore, without an ability to levy taxes the City must rely on a sound reserve to protect citizen's interests.



2. Refuse Fund: The Refuse fund is expected to decrease slightly in FY23. Rates were analyzed and increases implemented on January 1, 2021.

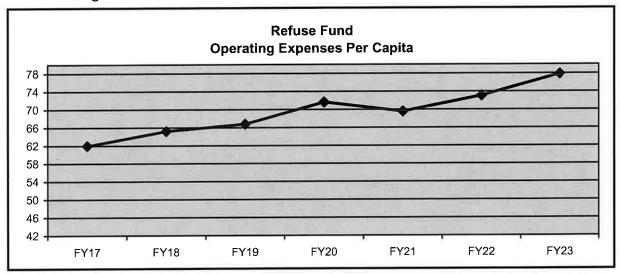
Reserves will be affected as follows:

 FY21 Cash
 \$5,276,454

 FY22 Expected Cash Reserve Add (Used)
 101,261

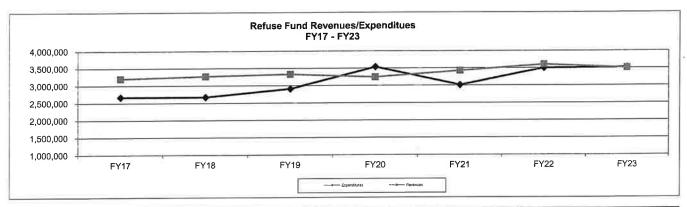
 FY23 Expected Cash Reserve Add (Used)
 (12,570)

 FY23 Ending Balance
 \$5,365,145



Refuse Fund	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Project	FY23 Budget
Operating Expense	\$2,432,228	\$2,560,360	\$2,621,361	\$2,813,385	\$2,831,834	\$2,975,495	\$3,171,870
Population	39,260	39,260	39,260	39,260	40,713	40,713	40,713
Operating Expense Per Capita	\$61.95	\$65.22	\$66.77	\$71.66	\$69.56	\$73.08	\$77.91

Operating costs increased starting in FY09 due to the reallocation of Administrative staff in the Public Works Department. However, the Street fund and Sewer fund will reimburse the Refuse fund for 2/3 of these costs. In FY22 operating costs increased due in part to two part-time personnel allocated to refuse from street.

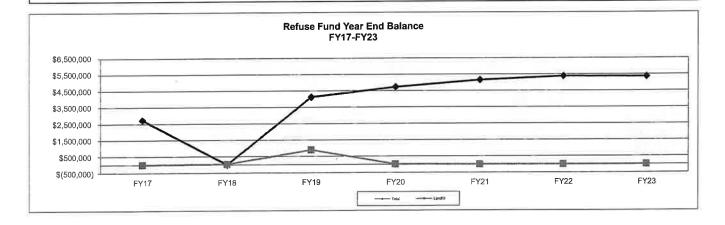


Refuse Fund	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Projected	FY23 Budget
Beginning Balance Expenditures Revenues Cash Added (Used)	3,600,093 2,669,036 3,200,040 531,004	4,131,097 2,669,030 3,272,125 603,095	4,734,192 2,908,412 3,326,910 418,498	3,536,967 3,245,479		5,276,454 3,500,495 3,601,756 101,261	5,377,716 3,516,870 3,504,300 (12,570)
Ending Balance	\$ 4,131,097	\$ 4,734,192	\$ 5,152,690	\$ 4,861,202	\$ 5,276,454	\$ 5,377,716	\$ 5,365,145

A refuse rate study was completed in 2020. The rates on regular garbage routes were increased, and rate increases were implemented for yard waste, container dumpsters and bulk collection. Rates are \$9.23/month for small containers; \$17.43 for medium containers; and \$27.16 for large containers.

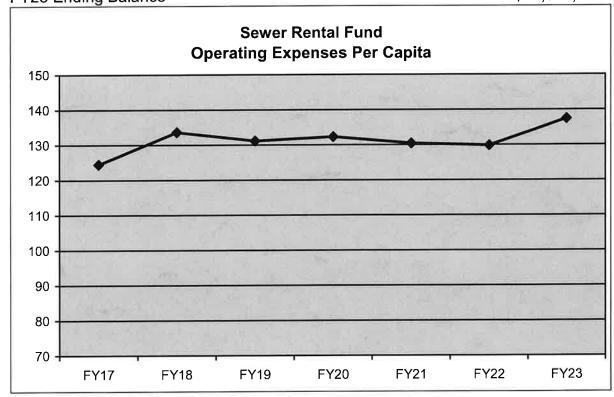
The refuse fund and the rate structure support numerous activities which were a part of the street construction or general funds in the past. The stresses on these funds have forced the City Council to rely on the user fee system within the refuse fund to pay for street cleaning, leaf pick-up, bulk pick-up, yard waste collection, recycling center operations and flood clean up.

In FY03, the Black Hawk County Solid Waste Commission decided to distribute their excess reserve funds. Cedar Falls received approximately \$566,000 each year for 11 years and then for 2 years, the City received \$299,500 each year.



**Sewer Rental Fund:** Rates were evaluated in 2021 and the council voted for a 7% increase in rates each year over the next five years. This is necessary to fund the large sewer projects. Unfortunately these large projects have caused debt service costs to increase dramatically for FY15 - FY23.

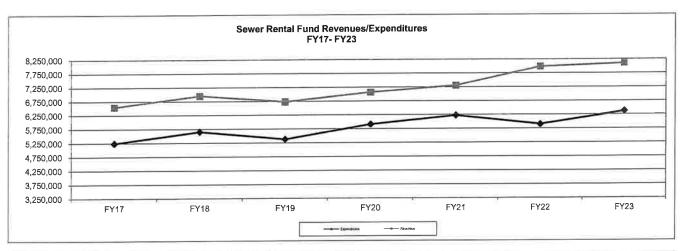
FY21 Cash Balance	\$ 10,735,421
FY22 Expected Cash Reserve Added(Used)	2,080,789
FY23 Expected Cash Reserve Added(Used)	1,733,900
FY23 Ending Balance	\$14,550,110



Sewer Rental Fund	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Project	FY23 Budget
Operating Expense	\$4,886,490	\$5,245,066	\$5,148,995	\$5,193,806	\$5,310,200	\$5,285,565	\$5,594,100
Population	39,260	39,260	39,260	39,260	40,713	40,713	40,713
Operating Expense Per Capita	\$124.46	\$133.60	\$131.15	\$132.29	\$130.43	\$129.82	\$137.40

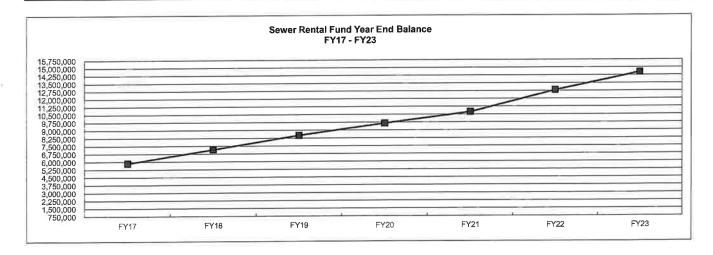
Increases in FY18, FY19, FY20, FY21, FY22 and FY23 expenditures are caused by increased debt service. In FY23, operating expenditures also are budgeted to increase due to the added environmental engineer position.

Item 3.



Sewer Rental Fund		FY17 Actual		FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Projected		FY23 Budget
Beginning Balance	s	4,547,268	\$	5,854,027	\$ 7,150,680	\$ 8,500,370	\$ 9,657,338	\$ 10,735,421	\$	12,816,209
Expenditures	,	5,239,489	ļ .	5,651,947	5,382,320	5,908,293	6,226,063	5,900,565		6,369,100
Revenues		6,546,248		6,948,602	6,732,011	7,065,262	7,304,145	7,981,354	,	8,103,000
Cash Added (Used)		1,306,759		1,296,655	1,349,691	1,156,969	1,078,083	2,080,789		1,733,900
Ending Balance	\$	5,854,027	\$	7,150,680	\$ 8,500,370	\$ 9,657,338	\$ 10,735,421	\$ 12,816,209	\$	14,550,109

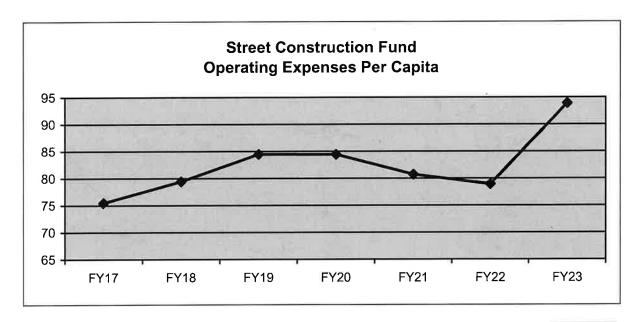
Sewer rates were raised in FY09 to pay for the bond issuance relating to sanitary sewer and lift station improvements. In FY16, these rates were increased again to pay for Dry Run Creek Sanitary Sewer improvements and sewer improvements related to the University Avenue project. Rates were increased again in FY19 and FY22 to pay for large sewer projects, including West 1st St. sewer and the digester rehabilitation. In FY23, the rates will be \$22.94 on the first 200 cubic feet of water used and \$4.11 on every cubic feet used over 200 cubic feet.



**4. Street Construction Fund:** Currently, Road Use Taxes have been stable, however, due to the pandemic, there is uncertainty regarding these revenues for FY23.

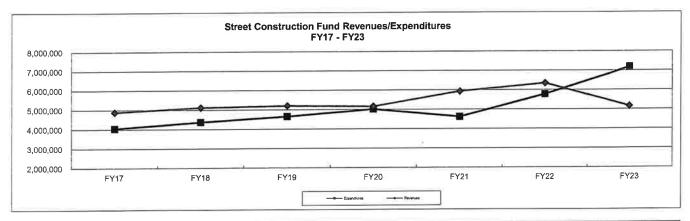
FY21 Cash Balance	\$ 9,893,925
FY22 Expected Cash Reserve Added(Used)	566,772
FY23 Expected Cash Reserve Added(Used)	(2,018,340)
FY23 Ending Balance	\$ 8,442,357

In FY23, \$126.50 per capita is budgeted to be received. In the past, consideration was given to phasing Debt Service payments for road repair out of Street Construction and placing the burden on property taxes. However, no debt service is planned for FY23. For the next few years, reserves will be used for large street projects.



Street Construct Fund	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Projected	FY23 Budget
Operating Expense	\$2,963,516	\$3,118,990	\$3,315,420	\$3,393,373	\$3,285,879	\$3,212,967	\$3,823,450
Population	39,260	39,260	39,260	39,260	40,713	40,713	40,713
Operating Expense Per Capita	\$75.48	\$79.44	\$84.45	\$84.43	\$80.71	\$78.92	\$93.91

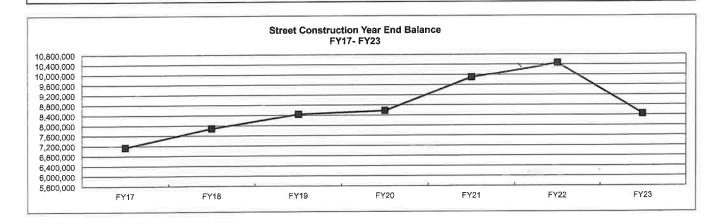
Operating expenses in FY23 have increased due to an additional full time position and a part-time position being added.



Street Const. Fund	FY17 Actual	FY18 Actual	FY19 Actual	FY20 Actual	FY21 Actual	FY22 Actual	FY23 Project
Beginning Balance Expenditures Revenues Cash Added (Used)	\$ 6,289,872 4,037,276 4,885,410 848,134	\$ 7,138,006 4,364,916 5,112,211 747,296	\$ 7,885,301 4,647,031 5,199,087 552,056	\$ 8,437,357 5,012,178 5,154,204 142,026	\$ 8,579,383 4,617,956 5,932,498 1,314,542	9,893,925 5,770,467 6,337,238 566,772	\$ 10,460,696 7,178,530 5,160,190 (2,018,340)
Ending Balance	\$ 7,138,006	\$ 7,885,301	\$ 8,437,357	\$ 8,579,383	\$ 9,893,925	\$ 10,460,696	\$ 8,442,356

The Street Construction Fund is totally supported by road use tax revenues. This fund suffers the greatest potential for financial instability. Road use tax aid in FY22 was budgeted at \$128.00 and is budgeted at \$126.50 for FY23 based on lowa Department of Transportation estimates.

A strong operating balance is important in this fund since the City does not budget surplus funds for overtime or materials in the event of a major snowstorm. These catastrophic events are annually dealt with through a budget amendment. Without an operating blance above \$1.0 million added stress would be placed on the Debt Service and General Funds. Reserves were built up in this fund in anticipation of various large projects. As those large projects are funded, the City will have to determine whether the Street Fund can support those expenditures or whether the projects will need to be funded by other revenue sources, other than the local option sales tax.



### ۷. MANAGEMENT ISSUES

Internal Service Funds: The City, in the FY23 budget, will continue to fund A. Vehicle Replacement and Data Processing internal service funds.

### B. \$8.10 Limitation:

- To avoid exceeding the \$8.10 levy limit, building maintenance and 1. Administrative/Legislative/Miscellaneous costs have been prorated among User Funds to ensure that those User Funds, which utilize internal services, pay portions of the costs.
- Tort liability costs have continued to be transferred to the liability 2. insurance levy outside of the \$8.10 levy.
- 3. All salaries of User Fund employees have been levied in the appropriate User Funds.
- 4. Police liability insurance has been included in the liability insurance levy, which is outside the \$8.10 levy.
- Some employee benefits eligible to be levied in the Trust and Agency 5. Fund have been levied outside the \$8.10 limit.
- Outside levies have been used for the Municipal Band and Transit 6. providers.
- The \$.27 per thousand Emergency Levy is not budgeted in FY23. FY01 7. was the first time in several years that this was not levied and has not been levied since.
- The \$.27 per thousand Library Levy was approved by voters in 2005. 8. Approximately ½ of the funds will be used to increase materials for the library. The other ½ will be used in the general fund by supporting existing staff and materials.
- The EMA levy will be used in FY23 for EMA costs and consolidated 9. dispatch.
- The General Fund has budgeted \$39,870 in C. Interest Income Revenue: interest income. This is a decrease of \$207,130 from the FY22 budget. The City continues to see very low interest rates. The decline in interest income not only affects the General Fund, but also impacts funds such as Sewer and Refuse, where reserves need to be maintained and interest income earned on those reserves helps offset operating costs.
- D. Budget Flexibility: The continued pressures of the \$8.10 levy limit, associated with State cutbacks, tax freezes and the rollback have reduced budget flexibility for FY23. If the State freezes property taxes in FY23 or if new property tax legislation in FY23 occurs, the likelihood of midyear budget amendments will be high and internal spending controls will be necessary. The largest costs in the

- general fund are personnel expenses. Collective bargaining agreements or wage and benefit arbitration may force reductions in personnel in future years.
- Unified Park TIF: During 2013 the southern and northern Industrial Parks were Ε. combined into the Unified TIF district. For FY18, a portion of this TIF district expired. Therefore, \$3.2 million of TIF revenues will flow to all of the entities. Approximately \$1.3 million of this release, will flow to the City to be used for future economic development.
- Downtown TIF: The Downtown TIF has been active since FY01 to reimburse F. the Capital Projects Fund for costs associated with the Treatment Plant Disinfection Project, Downtown Flood levee and streetscape projects. The TIF will also reimburse Cedar Falls Utilities for electric, gas, water, and communication improvements in the downtown area. This will generate approximately \$2,253,300 in TIF revenues for FY23. The large increase is due to the new streetscape project, which will extend the use of the downtown TIF increment.
- Pinnacle Prairie TIF: An urban renewal area was recently created for this TIF G. district. The City has budgeted \$8,090 in TIF revenue for FY23.
- Н. College Hill TIF: An urban renewal area was created for this TIF district. The City has budgeted \$94,920 in TIF revenue for FY23.
- Southern Cedar Falls TIF: A new urban renewal area was created for this TIF Ī. district. FY21 was the first year that debt is being certified in this district. The City has budgeted \$145,920 in TIF revenue for FY23.

# CEDAR FALLS UNIFIED TIF FY1996 - FY2034

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
TF Taxable Valuation	\$131,313,988	\$138,259,782	\$138,259,782	\$104,323,378	\$104,323,378	\$104,323,378	\$104,323,378	\$104,323,378	\$104,323,378	\$95,208,189	\$95,208,189	\$95,208,189	\$718,189
Sedar Falls Tax Rate minus Debi Service Rate	\$28.14	\$28.06	\$28.14	\$28.06	\$28.14	\$28.06	\$28.14	\$28.06	\$28.14	\$28.06	\$28.14	\$28.06	\$28.14
Projected TIF Revenue per \$1000 valuation	\$3,695,176	\$3,879,569	\$3,890,630	\$2,927,314	\$2,935,660	\$2,927,314	\$2,935,660	\$2,927,314	\$2,935,660	\$2,671,542	\$2,679,158	\$2,671,542	\$20,210
ess: Revenue to flow to Entitles ess: Commerical Rollback	\$370,203)	\$0 (\$388,642)	\$0 (\$388,642)	\$0 (\$292,731)	\$0 (\$293,566)	\$0 (\$292,731)	\$0 (\$293,566)	\$0 (\$292,731)	\$0 (\$293,566)	\$0 (\$267,154)	\$0 (\$267,916)	\$0 (\$267,154)	\$0 (\$2,021)
3acktiii													
TOTAL TIF REVENUE	\$3,324,973	\$3,490,928	\$3,501,988	\$2,634,583	\$2,642,094	\$2,634,583	\$2,642,094	\$2,634,583	\$2,642,094	\$2,404,388	\$2,411,243	\$2,404,388	\$18,189

# ESTIMATED UNIFIED REVENUE VS. REPAYMENT SCHEDULES PER FISCAL YEAR FY1996. FY2034

	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	TOTAL
FY Estimated TiF Revenue	\$3,324,973	\$3,482,792	\$3,482,792	\$2,634,583	\$2,634,583	\$2,634,583	\$2,634,583	\$2,634,583	\$2,634,583	\$2,404,386	\$2,411,243	\$2,404,388	\$18,189	\$119,177,289
FY Carryover-Prior Year	0	0	0	0	(0)	0	(0)	0	(0)	(0)	0	(0)	0	(333,224)
FY Debt Service Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,575,025)
FY 99 Debt Service Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	(959,967)
FY 04 Debt Service Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,059,890)
FY 10 Debt Service Refunding	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,025,265)
FY Sewer Fund Repayment	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,193,929)
FY Economic Development Repaymer	0	0	(541,512)	(645,000)	0	0	(1,673,718)	(1,220,293)	(603,486)	0	0	0	0	(9,384,134)
FY Cepital Projects Repayment	0	0	0	0	0	0	0	0	0	0	0	0	0	(2,423,166)
FY Bond Fund Repayment	(241,351)	(149,113)	0	0	0	0	0	0	0	0	0	0	0	(15,926,413)
FY Street Repair Repayment	0	0	0	0	0	0	0	0	0	0	0	0	0	(869,310)
FY Ridgeway Sewer Debi Service	0	0	0	0	0	0	0	0	0	0	0	0	0	(925,985)
FY Property Tax Rebates	(103,663)	(59,472)	0	0	0	0	0	0	0	0	0	0	0	(5,637,405)
FY Dist Center Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	(3,068,959)
FY Public Works Complex	0	0	0	0	0	0	0	0	0	0	0	0	0	(2,534,205)
FY Bluff St. Lift Station	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,040,000)
FY Treatment Facility	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FY Staff Administrative Costs	0	0	0	0	0	0	0	o	0	0	0	0	0	(217,949)
FY Northern Industrial Park	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,906,702)
FY Northern Debt Service	0	0	0	0	0	0	0	0	0	0	0	0	0	(1,826,179)
Hwy 58 & Viking Interchange	(945,919)	(1,774,207)	(1,895,320)	(1,489,583)	(2,134,582)	(2,134,583)	(460,864)	0	0	0	0	0	0	(11,392,800)
Hwy 58 & Greenhill Interchange - Est	0	0	0	0	0	0	0	(914,290)	(1,531,097)	(1,554,613)	0	0	0	(4,000,000)
Dry Run Creek San. Sewer	(534,040)	0	0	0	0	0	0	0	0	0	0	0	0	(4,500,000)
University Avenue	(1,000,000)	(1,000,000)	(545,960)	0	0	0	0	0	0	0	0	0	0	(3,545,960)
FY GFU	(600,000)	(800,000)	(900'009)	(500,000)	(600,000)	(600,000)	(200,000)	(200,000)	(900,000)	(849,774)	(2,411,243)	(2,404,387)	(18,169)	(67,800,913)
TOTAL	0\$	0\$	0\$	(\$0)	0\$	(0\$)	0\$	(0\$)	(0\$)	\$0	(0\$)	5	0\$	(\$48,293)

26-Jan-22

CEDAR FALLS DOWNTOWN TIF FY2000 - FY2028

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
ole Valuation	\$34,417,014	\$39,798,369	\$45,006,249	\$34,976,187	\$8,860,061	\$7,332,390	\$21,817,710	\$80,716,602	\$71,894,658	\$71,894,658	\$71,894,658	\$71,894,658	\$71,894,658	\$71,894,658	
is Tax Rate minus ervice Rate	\$27.83	\$27.81	\$26.96	\$27.02	\$27.37	\$27.86	\$27.21	\$32.02	\$31,95	\$31,95	\$31.95	\$31.95	\$31.95	\$31.95	
TIF Revenue par \$1000	\$957,825	\$1,106,793	\$1,213,368	\$945,057	\$242,500	\$204,280	\$593,660	\$2,584,546	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	
mm/Ind Rollback	0\$	80	\$0	0\$	\$0	O\$	0\$	08	\$0	0\$	0\$	\$0	80	\$0	
OTAL TIF REVENUE	\$957,825	\$1,106,793	\$1,213,368	\$945,057	\$242,500	\$204,280	\$593,660	\$2,584,546	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	

ESTIMATED DOWNTOWN TIF REVENUE VS. REPAYMENT SCHEDULES PER FISCAL YEAR FY2000 - FY2000

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	TOTAL
FY Estimated TiF Ravenue	\$1,011,330	\$1,203,650	\$1,232,873	\$961,849	\$254,447	\$186,410	\$584,193	\$2,535,092	\$2,253,302	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	\$2,297,034	\$29,816,688
FY Carryover-Prior Year	0	0	0	0	0										
FY State Street Project	0	0	0	0	0										(1,027,459)
FY Washington Street	0	0	0	0	0										(498,794)
FY Flood Levee Project	0	0	0	0	0										(1,556,392)
FY Disinfection Project	(618,736)	(800,000)	(903,206)	(696,794)	0										(4,000,003)
FY River Place Development	(4,561)	(78)	(1,928)	(50,081)	(148,981)	(106,549)	(305,195)	(404,663)	(591,218)	0	(1,121,171)	(1,427,607)	(2,297,034)	(699,588)	(7,237,426)
FY Аппех	0	(737)	(382)	0	0	(7,320)	(060'6)	(8,887)	(10,167)	0	0	0	0	0	(36,596)
FY Mill Race	0	0	0	0	0	(37,880)	(33,000)	(33,000)	0	0	0	0	0	0	(103,860)
FY Linderbaum	0	0	0	0	0	0	0	(3,755)	(3,681)	0	0	0	0	0	(7,636)
FY Community Center Project	0	0	0	0	0										(748,408)
FY Black Hawk Hotel	0	0	0	0	0										(117,000)
FY Viking Pump Parking Lot	0	0	0	0	0										(96,015)
FY Street Lighling	0	0	0	0	0										(21,407)
FY Streetscape Project	0	0	0	0	0		(101,867)	(2,053,543)	(1,018,804)	(2,297,034)	(1,175,863)	(869,427)	0	0	(8,888,177)
FY Peter Melendy Park	0	0	0	0	0		(16,730)	0	(274,945)	0	0	0	0	0	(291,675)
FY 100 Block Alley	0	0	0	0	0		(71,476)	0	(229,831)	0	0	0	0	0	(301,307)
FY Downtown Visioning	0	0	0	0	0		(45,963)	(18,985)	0	0	0	0	0	0	(64,948)
FY Parking Improvements	0	0	0	0	0	0	0	(12,259)	0	0	0	0	0	0	(12,259)
FY Economic Development Fund	0	0	0	0	0			0	0	0	0	0	0	0	(12,112)
FY Bond Fund	0	(11,204)	0	0	(277)	(1,263)	(872)	0	(2,393)	0	0	0	0	0	(16,009)
FY Downtown Administration	(5,526)	(26,133)	(18,679)	(10,983)	(4,651)										(65,972)
FY Cameras	0	0	0	0	0	0	0	0	(122,063)	0	0	0	0	0	(122,063)
FY Utilities	(382,507)	(365,498)	(308,665)	(203,991)	(100,538)	(33,398)	0	0	0	0	0	0	0	0	(2,993,705)
TOTAL	0\$	\$0	9\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	0\$	\$1,597,446	\$1,597,448

Improvements to the Downtown Levse are not Included at this point.

Item 3.

### VI. **POLICY ISSUES**

Outside Agencies, Loans and Purchase of Services: Outside agencies, loans and purchase of services in FY23 budget are proposed to be funded as shown on the chart below. Starting in FY08, outside agencies were no longer funded through property tax support, but applied for funding either through the Block Grant Program or the Visitors & Tourism Board. This policy will continue in FY23.

Agency	Funding Source	FY22 Funding Amount	FY23 Amount Requested	FY23 Budget Amount	Percent Funded
Northeast Iowa Food Bank	Block Grant	10,000	10,000	9,500	95.00%
Salvation Army/Integrated Crisis Services	Block Grant	10,000	10,000	9,500	95.00%
Pathways Behavioral Services	Block Grant	11,500	10,000	9,500	95.00%
Exceptional Persons	Block Grant	0	10,000	9,500	95.00%
Eastside ministerial Alliance	Block Grant	9,460	0	0	100.00%
Gallagher Bluedorn	V&T Fund	5,180	0	0	0.00%
Cedar Falls Historical Society	V&T Fund	900	6,500	6,500	100.00%
College Hill Partnership	V&T Fund	2,850	12,750	9,250	72.55%
Community Main Street	V&T Fund	12,000	27,500	18,000	65.45%
Community Theatre	V&T Fund	1,000	0	0	0.00%
Hearst Center	V&T Fund	1,000	0	0	0.00%
Cedar Valley Soccer	V&T Fund	0	5,000	5,750	115.00%
Cedar Falls Lions Club	V&T Fund	0	3,575	0	0.00%
Cedar Falls Women's Club	V&T Fund	0	10,000	0	0.00%
Cedar Valley Gearheads	V&T Fund	0	8,000	0	0.00%
Cedar Valley Lodge #233	V&T Fund	0	15,000	0	0.00%
Veterans of Foreign Wards	V&T Fund	5,000	0	0	0.00%
Leader Valley	V&T Fund	0	2,500	0	0.00%
River Plaza Place	V&T Fund	0	10,594	0	0.00%
Jump-In Cedar Falls Schools	V&T Fund	0	10,000	0	0.00%
Volunteer Center of Cedar Val	V&T Fund	0	2,000	2,000	100.00%
Grow Cedar Valley	V&T Fund/ E.D. Fund	22,600	89,500	34,500	38.55%

Total		\$571,370	\$737,019	\$608,100	
Municipal Band	Sep. Levy	35,000	35,000	35,000	100.00%
MET	Sep. Levy	442,820	456,100	456,100	100.00%
Waterloo Cedar Falls Symp.	V&T Fund	2,000	3,000	3,000	100.00%

- MET Transit: In FY23, the amount to MET is budgeted for a 3% increase on В. their base routes. The City is responsible for a prorated share of vehicle replacement match monies. If local government supports MET Fare increases, this property tax subsidy can be reduced.
- C. Hotel/Motel Tax: Hotel/Motel tax revenues were first received by the City in FY89. In FY22, 50% of revenue was being budgeted to receive. This reduction in revenue was caused by reduced travel due to the COVID-19 pandemic. In FY23, the City is budgeting revenue closer to FY19 levels. The following support is proposed for FY23:

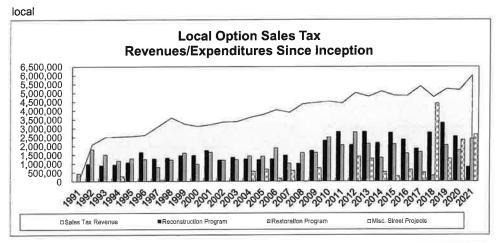
Cedar Valley Soccer	\$ 10,000
Cultural Services (17%)	136,000
Parks Project (9%)	72,000
Trail Maintenance & Reserve (5%)	40,000
Park & Rec Capital Projects (3.5%)	28,000
Tourism & Visitor Board (50%)	400,000
Tourism & Visitor Office Repayment (2.5%)	20,000
Tourism Grant Fund (11.75%)	94,000
Total	\$ 800,000

The Tourism Marketing Fund was added as a new line item for FY05. This is funded as part of the 50% allocation to tourism and visitors. The Visitor's and Tourism Board accepts applications for this fund and recommends allocation amounts based on the applicant's ability to promote local business districts or provide tourism and overnight stays in the community. The City Council annually authorizes the total funding amount and Visitors and Tourism Board recommends the agencies to be funded during the fiscal year.

To ensure that the City does not expend more funds than those collected in revenues, the year-ending total transfer to the Visitors and Tourism Services Division cannot exceed fifty percent (50%) of the total revenues paid to the City annually by the State of Iowa. Additionally, if revenue shortfalls in Hotel/Motel taxes occur, the above agencies will be reduced on a prorated basis to offset the loss in projected income. As additional funds are received, those funds will be used for capital projects related to Visitors and Tourism, including monument, entrance, or wayfinding signage.

### Street Repair: Committed for street repair and improvements in FY23 are: D.

Resurfacing & Reconstruction (Sales Tax & RUT)	\$ 3,790,000
Seal Coat (Sales Tax & RUT)	250,000
•	•
Greenhill Road/South Main (Sales Tax)	1,700,000
Main Street (Sales Tax & RUT)	1,775,000
West 22 <sup>nd</sup> Street (Sales Tax & RUT)	650,000
Union Road (RUT)	500,000
Cedar Heights Dr. Reconstruction(RUT & Sales Tax)	1,470,500
West 27 <sup>th</sup> St. (Sales Tax)	1,118,000
Asphalt Alley Parking (RUT)	<u> 189,250</u>
	11.442.750

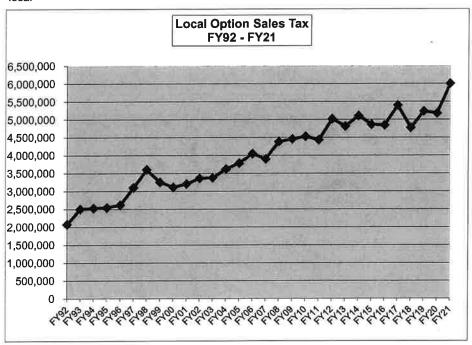


Fiscal Year	Reconstruction Program	Restoration Program	Miscellaneous Street Projects	Sales Tax Revenues
1991	\$0.00	\$437,684.89	\$0.00	\$0.00
1992	979,784.55	1,804,045.18	0.00	2,078,962.00
1993	897,301.04	1,500,348.56	0.00	2,500,578.00
1994	943,792.61	1,151,813.85	273,583.56	2,530,151.00
1995	1,057,097.99	1,291,159.42	0.00	2,544,855.00
1996	1,636,877.73	1,233,942.88	17,576.42	2,613,489.00
1997	1,267,582.42	791,121.28	68,291.62	3,101,207.00
1998	1,316,441.73	1,209,222.58	3,508.38	3,601,487.00
1999	1,454,211.58	1,597,517.54	2,950.00	3,251,023.00
2000	1,462,034.07	972,462.02	0.00	3,113,084.00
2001	1,743,509.14	1,642,681.15	0.00	3,204,731.32
2002	1,198,758.40	1,191,231.11	0.00	3,364,204.32
2003	1,355,115.00	1,221,738.00	0.00	3,375,434.38
2004	1,260,719.01	1,425,492.75	561,260.85	3,614,243.58
2005	1,218,793.00	1,412,145.00	685,644.00	3,785,419.87
2006	1,265,249.62	1,883,783.41	169,503.91	4,046,618.24
2007	1,468,344.00	1,013,987.00	606,931.00	3,898,529.00
2008	1,007,368.57	1,614,104.93	7,261.29	4,383,127.21
2009	1,735,277.04	1,632,419.24	752,152.79	4,456,510.20
2010	2,302,845.33	2,492,333.38	0.00	4,527,385.00
2011	2,802,270.22	2,050,977.39	0.00	4,430,823.00
2012	2,055,765.31	2,770,278.82	1,401,918.53	5,016,803.00
2013	2,802,577.52	2,124,936.73	1,285,193.78	4,810,986.34
2014	2,167,498.93	1,323,339.63	531,413.37	5,105,214.00
2015	2,748,003.24	2,093,647.69	273,554.83	4,860,829.00
2016	2,362,387.24	1,576,358.99	655,932.18	4,844,321.00
2017	1,853,400.60	1,653,842.02	496,426.69	5,397,376.00
2018	2,756,213.23	318,198.33	4,411,782.88	4,770,023.00
2019	3,305,708.30	2,042,702.19	1,276,411.32	5,231,771.00
2020	2,539,081.88	1,754,339.00	2,343,142.14	5,174,075.00
2021	808,232.10	2,400,226.08	2,646,896.22	6,007,690.00
Total	\$51,772,241.40	\$47,628,081.04	\$18,471,335.76	\$119,640,950.46

Over the past twenty-nine years, the Street Repair program has expended \$117,871,658 and has received local option sales tax revenue of \$119,640,950. This results in a balance that allows the program to completely cashflow itself. In FY23 reserve funds will be used to finance larger projects shown in the City's Capital Improvements Program.







Fiscal Year	Total	Percentage Change
FY92	2,078,962	
FY93	2,500,578	20.28%
FY94	2,530,151	1.18%
FY95	2,544,855	0.58%
FY96	2,613,489	2.70%
FY97	3,101,207	18.66%
FY98	3,601,487	16.13%
FY99	3,251,023	-9.73%
FY00	3,113,084	-4.24%
FY01	3,204,731	2.94%
FY02	3,364,204	4.98%
FY03	3,375,434	0.33%
FY04	3,614,244	7.07%
FY05	3,785,420	4.74%
FY06	4,046,618	6.90%
FY07	3,898,529	-3.66%
FY08	4,383,127	12.43%
FY09	4,456,510	1.67%
FY10	4,527,385	1.59%
FY11	4,430,823	-2.13%
FY12	5,016,803	13.23%
FY13	4,810,986	-4.10%
FY14	5,105,214	6.12%
FY15	4,860,829	-4.79%
FY16	4,844,321	-0.34%
FY17	5,397,376	11.42%
FY18	4,770,023	-11.62%
FY19	5,231,771	9.68%
FY20	5,174,075	-1.10%
FY21	6,007,690	16.11%

The large increases in FY97 and FY98 are due to correctons and adjustments made by the State of Iowa. Sales Tax revenue for 2017 includes 13 months of payments. The City is budgeted to receive \$7.2 million in FY23.

- E. Mid-year Reductions: Consistent with past Council recommendations, should revenues be less than projected by mid-fiscal year, all departments and the Library Board will, on a prorated basis, reduce expenditures to offset revenue losses.
- Forfeiture Funds: Police forfeiture funds are budgeted in the FY23 budget to comply with State regulation. These funds are not intended to supplant any existing funding support received by the City and are intended to provide the local match for the grants offering a first priority basis.
- **D. Sewer Repair:** In FY23, \$400,000 for sanitary sewer repairs is budgeted to grout, slip line or seal broken lines. This project is partially associated with the street repair program. Another \$30,000 is budgeted for sewer line repairs, \$50,000 for I/I Reduction Project, and \$30,000 for Infrastructure oversizing.
- E. Hospital Trust: FY99 was the first year that interest revenue from the Sartori Trust was budgeted to pay for community health care concerns. A separate board with City Council oversight reviews the trust and recommends funding to the City Council.
  - The trust board has recommended not to fund projects in FY23. The funding amount is derived from a portion of the interest income generated by the trust fund assets. The remaining amount of interest income is retained in the fund to cover the cost of inflation. Since the rate of inflation exceeded the interest income rate, there were not funds available for distribution.
- I. Greater Cedar Valley Alliance: This partnership's base funding for FY23 is \$30,000. A performance-based commission will be provided to the partnership allowing them to earn up to a maximum of \$30,000 based on the number of jobs and acres of development they generate for Cedar Falls. If this request is granted, the funds will come from the contingency line item or through the budget amendment process.
- J. Outside Levies: Outside levies for special services are allowed by lowa statute but only after referendum. The referendum must be held in a municipal election, which would be in November 2023. The City Council will consider whether to place these levies on the ballot in August 2023 and whether they will be used to free up funds within the \$8.10 limit to support essential service. Revenues for these levies will not be available until FY25 if approved. (The levies can support cultural, civic, musical and memorial buildings and services.)
  - In November 2005, the voters did approve the \$.27 library levy. These revenues are included starting in FY07. This levy increased the taxes paid by a residential home by 1% for FY07 and for future years.
- K. Unfunded Mandates: The State of Iowa continues to deny the City funds to support programs and Iaws mandated by State Statute. Laws include the 411 pensions, rollback and collective bargaining arbitration, which have hindered

the City's financial ability to deal with the needs of essential services. Listed below is an estimate of unfunded mandates for FY23.

#### **State Unfunded Mandates**

Description	Estimated Amount
411 Pension	\$1,524,010
IPERS	1,301,730
Human Rights Commission	3,000
Civil Service Commission	3,500
Pre-employment Physicals	50,000
Post-employment Physicals	55,000
Drug Testing	3,400
Sales Tax on sports, pools, rec center admissions	
(Tax not imposed on non-profits like YMCA)	50,000
Inspection of municipal pools	2,000
Official Printing/Publication of minutes, notices, bills, etc.	25,000
Police in-service training	15,000
ILEA certification (\$13,000 per new officer)	13,000
	\$3,045,640

Additional items that are mandated, but difficult to attach a cost to:

- Collective bargaining process
- Increase in liability insurance due to lack of immunity
- State required reduce amount taken to landfill by Waste Reduction Act (Recycling, Yard Waste, etc)
- Civil Service testing process for new hires
- Stormwater requirements
- L Consolidated Dispatch: Consolidated dispatch expenses have increased from \$486.310 in FY22 to \$523.170 in FY23. This is an increase of 7.6%. The formula was changed for FY22 to be based on 20% population and 80% calls for service. The formula before was a 10%/90% split. In FY96 the cost was \$176,000. This is an increase of over 197% in twenty seven years. In the long term, centralized political control by a single legislative body will be critical to long-term cost effective management. If the County takes over operation, all costs could be part of the county tax levy freeing critical \$8.10 funds for other City operated police and fire services.

FY99 through FY23, the Fire Department's share of consolidated dispatch expenses is included in their budget to assure allocation to University of Northern Iowa.

The Police and Fire departments will have on-going negotiations with UNI and the lowa Department of Public Safety to determine if a dispatch system can be shared with these entities and the City at a lower cost. In addition, calculations need to be made to determine if the RACOM contract benefits the metro area. or if it is more cost effective to purchase our own system instead of paying RACOM an annual fee.

- Governmental Accounting Standards Board Statement Number 68: The Μ. objective of this statement is to improve information provided by state and local governmental employers about financial support for pensions that are provided by other entities (IPERS and 411 Pension).
- Self Supporting Municipal Improvement District (SSMID): The FY02 budget N. showed a reduction in the SSMID revenue received by the City that supports Community Main Street. This reduction is due to a change in the application by Black Hawk County of the Downtown TIF District that overlaps the SSMID District. However, the City will reimburse Community Main Street for the loss of funds caused by the exclusion of the TIF increment from the Downtown TIF revenues. This reimbursement qualifies as a TIF expense and therefore is allowed. As State Street develops, the City Council may consider reevaluating this policy of reimbursing Community Main Street the full TIF increment in the SSMID district. A SSMID district was created in 2015 for the College Hill area to pay for a staff position as requested.
- Storm Water Enterprise Fund: Ordinances were approved in FY06 for the 0. creation of a Storm Water Enterprise Fund. Fees were established in FY07 to support the federally mandated testing, monitoring and protection of surface water discharges within the City and a new fund was created starting in FY07.
- Ρ., The Library budget was increased from the FY06 allocation of \$1,049,060 to \$1,221,810 (16.5% increase) in FY07. This increase was primarily due to the passage of the library levy. Approximately \$107,000 of the levy was used for additional material and services at the library. The remaining amount of the levy was used toward costs for existing staff, materials, and The library levy used for new materials and services support services. increased the taxes paid on a \$100,000 residential home by approximately 1%.

Included in the base budget is the \$90,000 for the Friends and Endowment Fund. Included in the FY23 \$2,536,440 library allocation is \$248,580 of other costs. These costs are for services provided to the library by other departments (\$25,000 for data processing; \$26,250 for insurance; \$158,800 administrative/legal services; and \$38,530 for building maintenance.) included in the library budget is the cost of snow removal and grounds maintenance at the library site. Debt service to build the new library was also never included in their budget. If these costs would have been included, it would've added an additional \$300,000 annually to the library budget. This would add an additional \$.30/\$1,000 valuation directly attributable to the library budget.

The Library Board is encouraged to continue seeking private donations and financial support from the "Friends of the Library" to help meet additional financial needs necessary to retain accreditation if that is a priority that directly benefits patrons.

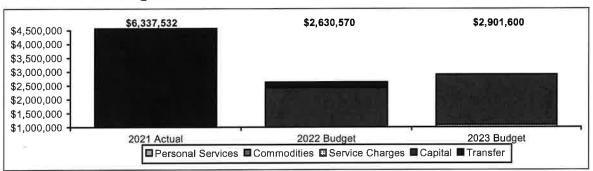
- Q. Cedar Falls Utilities: The transfer into the General Fund from the Cedar Falls Utilities (CFU) is budgeted at \$1,400,000 for FY23. CFU recognizes that the amount of the transfer needs to be equitable based on franchise fees and property taxes not paid, including recognizing that the City is reimbursing CFU Beginning in FY15, CFU began transferring for eligible TIF expenses. additional funds to the City to be set aside in a Capital Projects Fund.
- Code Enforcement: The City Council in their goal setting session determined R. that stricter code enforcement would be a priority for them. Starting FY06, an additional police officer was hired that devoted 100% of his time to code enforcement. However, in FY20 a civilian position was budgeted to perform code enforcement duties. Each year additional legal fees are budgeted to process cases developed by the new officer.
- S. Storm Water Projects: In developing the Capital Improvement Plan (CIP), storm water projects continued to be incorporated. Consideration will also be given to developing a policy and practice that encourages and actively suggests new developments to restrict construction in the sensitive land areas.
- т. Land Acquisition: The City continues to purchase parkland to improve the quality of life services and neighborhood facilities.
- U. Cooperative Partnerships: In FY23 and future years, the City will be involved in many cooperative projects with other agencies within the Cedar Falls community and metro area. The projects include the following:
  - Sartori Hospital and Covenant Health Systems The City will be working with these health providers to create a new hospital in Cedar Falls. A new development agreement will be negotiated that includes an option for the current Sartori Hospital site. The City also worked with them on additional land at the current ESB site for the Public Safety building.
  - Haz Mat The City maintained a self-funded reserve to cover the City's liability associated with the current Haz Mat response system. The NIRG 28E agreement currently covers the City of Cedar Falls by Black Hawk County participation with the City paying Black Hawk County directly.
  - Facility Sharing The Public Works Department works with Black Hawk County for shared storage space for road vehicles and shared office space.



#### **FY23 BUDGET HIGHLIGHTS BY DIVISION**

#### **General Fund**

## A. Administrative/Legislative/Miscellaneous



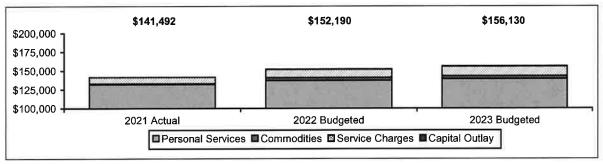
Included in this budget is the reserving of funds to be spent on upcoming capital projects. The Council continues in FY23 to prioritize setting aside funds to finance one-time projects. The Council also decided to continue to set aside the TIF release dollars for future economic development.

The transit levy will be transferred to MET and is broken into three categories: (1) MET fixed route; (2) Cedar Falls Disabled and; (3) Elderly (RTC). A 3.00% increase is budgeted for the base funding to MET for FY23. The City has an obligation of \$16,920 to be devoted toward MET vehicle replacement. It is deposited annually in the "City's" capital account for vehicle replacement when requested by MET.

An ongoing grant to support a portion of the salary and benefits for one Police Officer devoted to drug enforcement (Tri-County Drug Task Force) is provided.

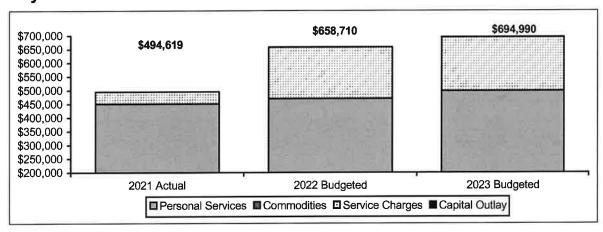
Portions of this budget have been transferred to the Enterprise Funds for revenue purposes. A debt service payment will not be budgeted in FY23 out of the \$8.10 levy.

# B. Mayor's Office



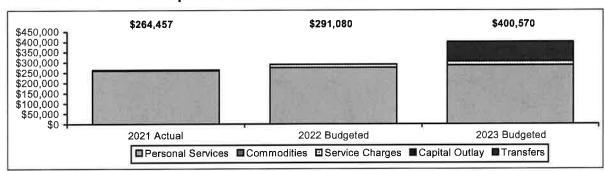
Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

## C. City Administrator



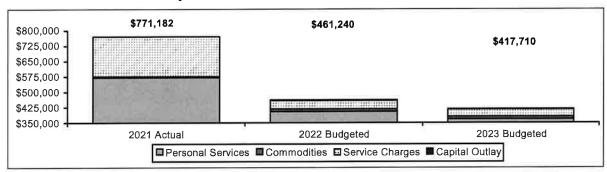
This budget reflects adjustments for employee benefit and salary adjustments set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

### D. Finance & Business Operations/Administration



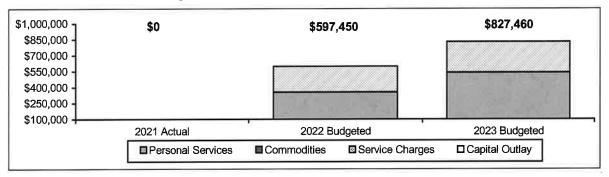
This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes. The director is budgeted 100% in this division. The increase in this budget is due to moving the support of the community center to this budget, from the CD/Admin budget.

## E. Finance & Business Operations/Financial Services



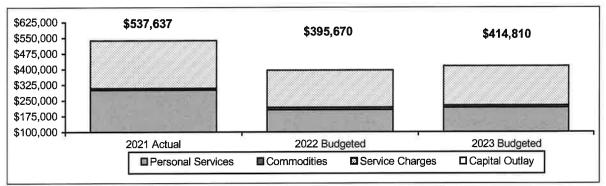
This budget reflects adjustments in salaries and benefits set by the City Council. A new Human Resource Division was created in FY21. Therefore, there are portions of this budget that have been transferred to that new division. Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

## F. Finance & Business Operations/Human Resources



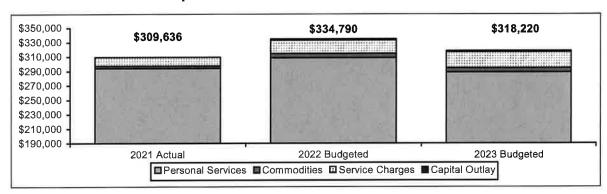
This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes. This new division was created in FY21. Personnel budgeted in this division are the Human Resources Manager and the two human resource specialists. For FY23, two additional positions are being budgeted. This includes a full-time position to assist with the Human Rights Commission and the Racial Equity Task force. A part-time position is budgeted to help with increased workload in the Human Resource area. This position is only being budgeted for ½ the year. The full-time position will be hired first and then the part-time position will be hired. Therefore, realistically the part-time position will not be hired until January 2023.





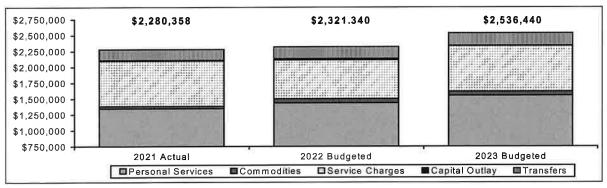
This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes. A new Human Resource Division was created in FY21. Therefore, there are portions of this budget that have been transferred to that new division.

## H. Finance & Business Operations/Public Records



This budget reflects adjustments in salaries and benefits set by the City Council. Portions of this budget have been transferred to Enterprise Funds for revenue purposes.

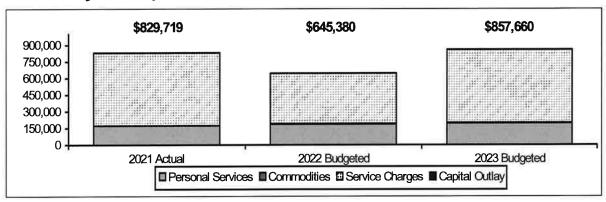
# I. Finance & Business Operations/Library



Increases in the Library budget are related to salaries and benefits set by the Library Board. For FY23, one part-time librarian position is budgeted to become full-time. During FY06, the citizens of Cedar Falls approved the \$.27 library levy. This levy will generate approximately \$557,450 for FY23. Normally, one-half of the levy is used to fund increased materials for the library and some staffing and technical costs related to the purchasing and handling of the new materials. The remaining portion of the levy is used for property tax relief by effectively reducing a portion of the property taxes paid to support library operations prior to the implementation of the tax. Other city divisions support the library with services provided through their operations such as building maintenance, capital repairs, snow removal, janitorial, personnel policies, payroll, financial services, legal services, and computer operations that are not included in the library budget.

During the FY05 audit, the auditors noted that costs paid for by the Library endowment funds or the Friends of the Library group for the support of the Library should be included in the City's budget. The City would pay for these expenses, with the corresponding agency reimbursing the City. In an effort to provide for this, \$90,000 is being budgeted for expenses with an offsetting revenue source from the Friends/Endowment of the Library being included in the General Fund revenues in FY23.

## J. Community Development/Administration



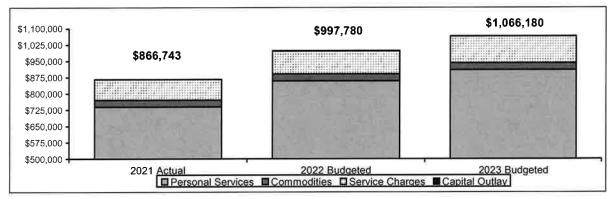
This budget reflects adjustments in salaries and benefits set by the City Council. With reorganization, the various hotel/motel projects were moved to this division.

Included in this budget are some of the projects funded by Hotel/Motel tax proceeds. Projects for FY23 include:

- 1. The Cedar Valley Soccer is at \$10,000 for FY23.
- 2. Funding for the trail maintenance and the reserve account are \$40,000 in FY23.
- 3. The tourism building expansion line item is budgeted at \$20,000 for FY23. The Tourism Building will be paid off by 2030.

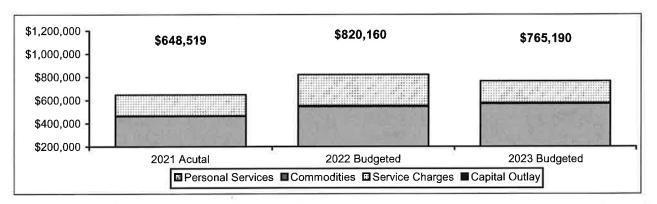
4. \$94,000 is budgeted in FY23 from the Tourism Fund. This fund will provide support to outside agencies that apply through the Visitors & Tourism Division for operating or marketing grants.

## K. Community Development/Inspection Services



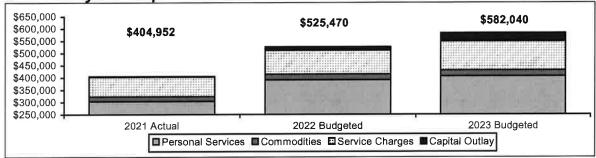
This Division's budget is subject to occasional over-expenditure created by increased building inspection demands from new construction in the City. Adjustments are made through the budget amendment process during the months of April and May and increased inspection fees are used to cover the increased expenditures. Full-time and part-time inspectors are still budgeted in FY23 to help with increased activity during the construction months.

## L. Community Development/Planning & Community Services



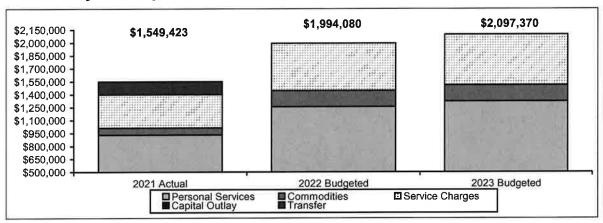
Adjustments to this budget relate to salary and benefits set by the City Council. \$60,000 is budgeted in FY23 to update the Zoning ordinance. Unspent funds in the amount of \$90,000 from FY22 will be carried over to FY23. In total there will be \$150,000 available in FY23 if the City Council approves to continue with zoning changes. Also, unspent funds in the amount of \$70,000 from FY22 for the rental conversion program will be carried over to FY23. This will provide a total of \$100,000 for that program. One third of the INRCOG membership dues have been budgeted since FY01 from the Road Use Tax Funds. This transfer is justified by the City's required participation in the MPO to obtain federal and state roadway improvement funds.

## M. Community Development/Cultural Services



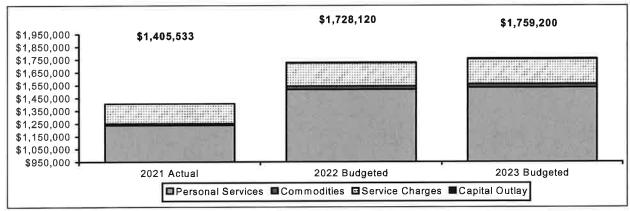
Adjustments to this budget relate to salary and benefits set by the City Council.

## N. Community Development/Recreation Services



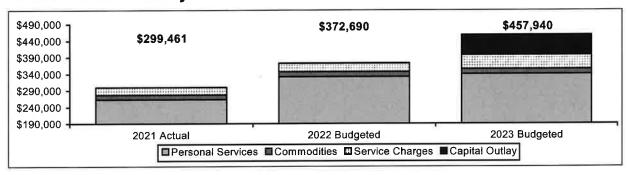
In FY16, the part-time aquatics/rec supervisor position was upgraded to a full-time position due to the anticipated retirement of the recreation manager. Excess revenues generated each pool season from the Aquatic Center are set aside in a capital reserve account to assist with the financing of future maintenance and improvements.

# O. Public Works/Engineering Services



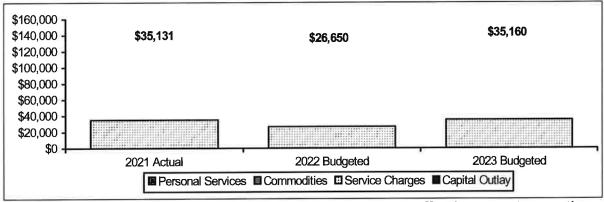
Project design reimbursements to the General Fund are made from General Obligation bond projects and enterprise accounts. A transfer of engineering design, inspection, and overhead costs are not made unless necessary since the transfer depletes bond funds available to construct projects. 33% of the Public Works Director's salary is in Engineering and the remainder is budgeted in the Public Works divisions.

### P. Public Works/Cemetery



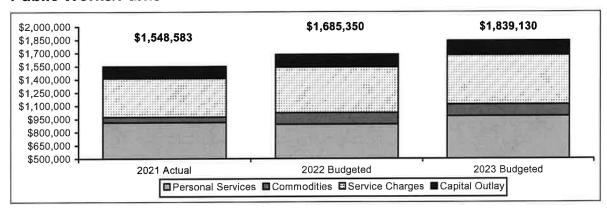
Increases in this budget is due to moving two part-time positions to one full-time position. One of the part-time positions was in Cemetery and the other was in the Parks section.

### Q. Public Works/Golf



During FY17, the City analyzed if there is a more cost effective way to run the golf course and decided to privatize the operation. There is a small amount of services & charges being budgeted for FY23.

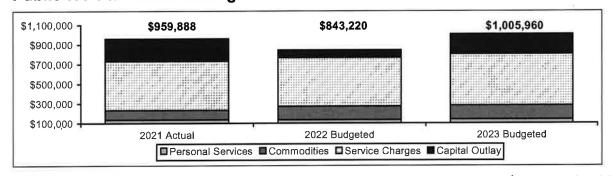
### R. Public Works/Parks



Increases in this budget are due to the addition of a full-time horticulturalist position. This position can focus on vegetation management, prairie plantings, management of city nursery, management of chemical applications, and other duties related to turf management.

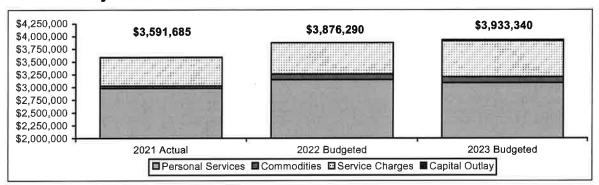
During FY13, several portions of the park operations were moved to the new Public Works Complex. This includes the maintenance of parks equipment. Those employees are now funded under the Vehicle Maintenance budget and all repairs and service to parks equipment is done in one centralized maintenance area. The use of Hotel/Motel Tax funding for capital improvements to the parks is continued in FY23. If the commercial rollback state backfill funding is eliminated, the City Council may need to pay operating costs from these proceeds in FY24 and FY25.

### S. Public Works/Public Buildings



Included in this budget is \$57,000 for Community Center flooring, \$25,000 for LED lighting at Rec Center, \$60,000 for building exterior water proofing, and \$60,000 for siren replacement.

## T. Public Safety Services: Fire

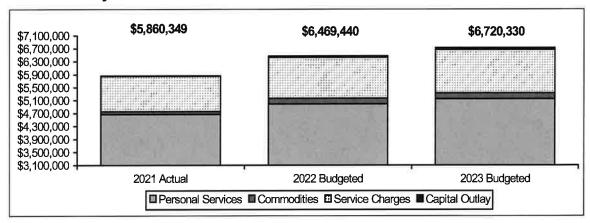


In FY12, EMA costs were transferred from the police budget to the fire budget. The City utilized the EMA levy for the first time in FY13. The EMA levy will continue to be utilized in FY23 for both EMA costs and consolidated dispatch.

Since FY09, money has been budgeted for the city's contribution to NIRG (Northeast Iowa Response Group). This amount for FY23 is \$19,630.

Capital costs budgeted in FY23 are for fire hose and AEDs.

## U. Public Safety Services: Police

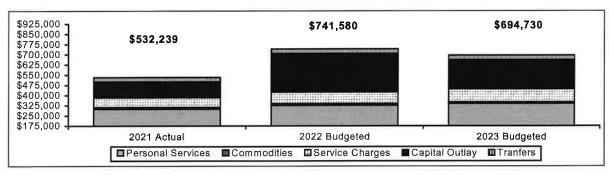


\* Includes Police forfeiture expenditures. These are not regular operating budget expenditures. They are included to comply with State budget requirements.

Included in this budget, is the City's allocated share for the Humane Society. The amount budgeted for FY23 is \$123,000. The City is now working with the City of Waterloo to provide these animal control services.

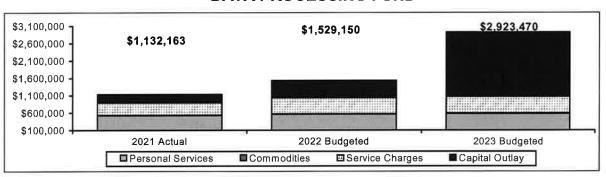
The new public safety building was operational in July, 2019. Capital costs budgeted in FY23 are for ballistic vests, lab & investigation equipment, radar, and weapons.

### **CABLE TELEVISION FUND**



Studio Improvements were done in FY20. \$140,000 is being budgeted for equipment upgrades and a video switch, and \$75,000 for broadcast lenses. This budget is 100 percent financed with proceeds generated through cable service franchise fees or funds supplemented by Cedar Falls Utilities. The Public Information account has been continued and is intended to expand cable coverage of local government issues. As of January 2009, Public Educational Governmental (PEG) access fees have been eliminated in accordance with Iowa law. However, Cedar Falls Utilities will continue to fund PEG access fees at the current level.

#### **DATA PROCESSING FUND**

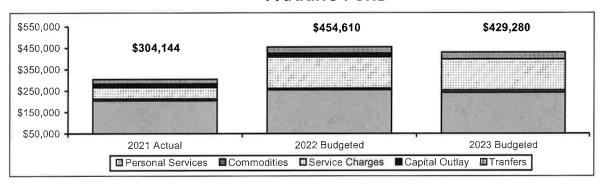


This division continues to install additional equipment and replace dated software with more advanced systems, providing the informational and technological improvements required by each department. The scope of services has expanded to include providing support to the Police Division, which had been supported by a PD staff person, expanding network access, implementing wireless network access in several locations, installing cameras in designated public areas, installation and support of mobile devices, and implementation of real-time services, i.e. those that provide an immediate service to the citizen or employee, such as point of sale systems, mobile data computers, document storage and retrieval, registration and Internet services.

CJIS expenses are levied in the General Fund in the Police Department budget and transferred to Data Processing for payment. The Police Department receives numerous hardware and software improvements from CJIS and forfeiture funds, which are not visible in the Police Department or Data Processing Division budgets.

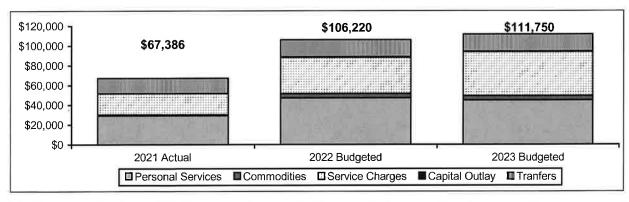
For FY23, \$145,000 is budgeted for network upgrades and computer installations. \$80,000 is budgeted for penetration testing. Additionally \$1,300,000 is budgeted in FY23 for a new financial system. Cash reserves from the Data Processing and Capital Projects Funds are being used to help offset a portion of the cost of the system.

### **PARKING FUND**



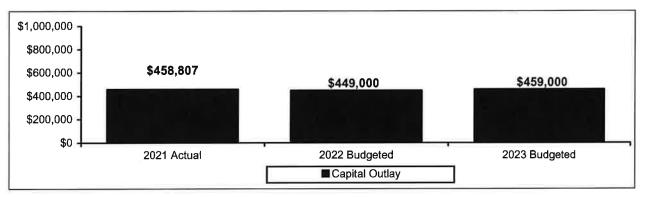
During FY19 parking studies were completed for the Downtown and College Hill areas. During these studies, the consultant came back with various recommendations. As part of these recommendations increase parking enforcement personnel are included in FY21, FY22 and FY23 as well as a new Parking Supervisor. The City will need to continue to evaluate parking needs and if additional paid for parking areas need to be added.

### **COMMUNITY CENTER AND SENIOR SERVICES**



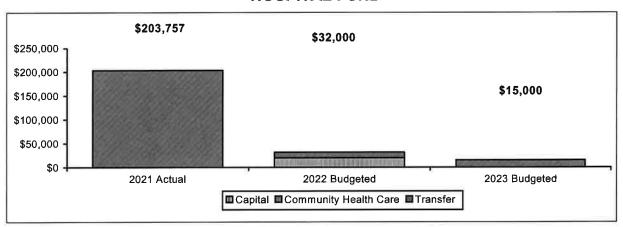
During negotiations for the development of a new library site, it was determined that the joining of the existing library site and the Community Center was a feasible option. The two organizations built one large building to house both of their operations. In connection with this, the Community Center has become a division of the City and oversight is the responsibility of the Library. Starting in FY09, general fund dollars subsidized this division and will continue in FY23. The operations of this division will need to be reviewed to determine options that are available for funding this service.

#### VEHICLE REPLACEMENT



This account was a new section in FY98, which is intended to separate the capital acquisition of vehicles from the maintenance account. This action is necessary because all departments and divisions accrue funds to this account and make acquisitions from it.

#### **HOSPITAL FUND**



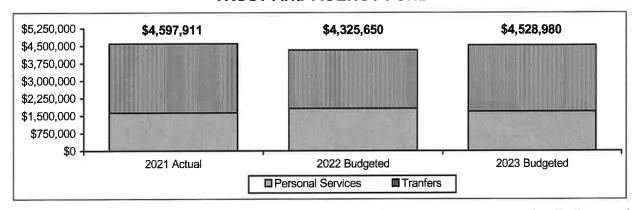
In FY07 the ESB building was constructed that provided space for ambulance, police and fire services. This was a joint project with Covenant Health Systems. The City provided the funding for the construction of the building through the Health Trust cash reserves. In FY18, the City worked with Covenant to purchase more land at this site for the new public safety building. Construction of the building began in the spring of 2018 and was completed in July 2019.

As of January 1, 1997, the Sartori Hospital operations were sold to Covenant Health Systems and a trust fund was established. By policy the City has chosen to expend only the earnings off of the investment and not the investment itself. The Cedar Falls Health Trust Fund Board oversees the trust fund and this budget addresses proposals for funding that the Board recommends to the City Council. The funding amounts provided are intended to be grants to these various organizations. Therefore, the City will not retain ownership or maintenance obligations relating to any capital items purchased by the receiving organizations. In FY23, there are no projects being recommended for funding due to the low interest rates.

The City will continue to lease the land and buildings associated with the Hospital. Professional office expansions were completed at Sartori at the expense of the Covenant Health Systems. These capital improvements become the property of the City once the lease expires. If a new hospital is built in Cedar Falls, the City will negotiate a new agreement with Satori. The City will also have to consider options for the current Sartori site. Payments out of the Health Trust Fund as part of this agreement are not included in the FY23 budget since the terms of the agreement are still under negotiation.

In February 2001, the City acquired 388 acres of farmland through the Belz Trust. This trust was originally controlled by Sartori Memorial Hospital. A portion of the farmland is being rented by the Sewer Fund for the disposal of biosolids. The remaining acres are rented out for tillable farmland. The lease income and the property taxes associated with this property are reflected in the current year budget. In FY22, \$20,000 was budgeted for farm improvements.

#### TRUST AND AGENCY FUND



Not included within the Police and Fire Department's budgets are costs for Police and Fire Pensions mandated by the State. Also, worker comp costs were transferred to this levy in FY12.

The City will continue to levy property taxes in FY23 for the retirement amount not covered by interest income generated from the excess reserves. The City's contribution to the state pension system decreased to 23.9% for FY23, from 26.18% in FY22 as mandated by state law. This portion of the Trust and Agency levy will

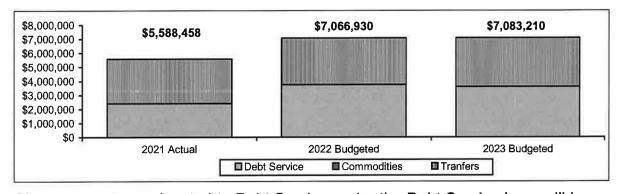
decrease in FY23 to \$.55 from \$.87 in FY22. This decrease was due to a decrease in the contribution rate and from using \$500,000 of cash reserves.

Levied within Trust and Agency are taxes generated from the Self-Supported Municipal Improvement Districts (SSMID). The SSMID levy is based on City ordinance and transferred to Community Main Street and College Hill for their use as a Self-Supported Municipal Improvement District. The City will work with these organizations to determine if SSMID dollars may be used for certain recommendations that were generated by the parking studies.

The City levies employee benefits outside of the \$8.10 limit in the Trust and Agency Fund. For FY23, the City will continue to levy for all the legally eligible insurances (Worker's Comp, Health, Life, LTD), FICA, IPERS, and liability insurances. However, the full amount will not be levied in an effort to keep property taxes down. The Trust and Agency levy will increase from \$1.26 for FY22 to \$1.49 for FY23. Overall, there was a decrease in the total trust and agency levy from \$2.13 to \$2.04. IPERS contributions for FY23 will remain the same as FY22 of 9.44%. Increases in contributions to the City's health insurance fund by the City caused the levy to increase.

FY01 was the first time in many years that the .27 emergency levy was not used and will continue to not be used in FY23. Previously, the City was informed that the emergency levy needed to be used before Trust and Agency.

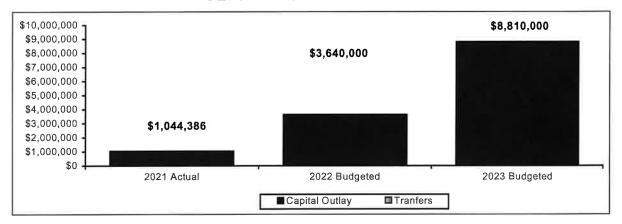
#### **DEBT SERVICE FUND**



City property taxes devoted to Debt Service under the Debt Service Levy will increase from \$661,100 budgeted in FY22 to \$1,061,750 budgeted in FY23. The levy rate will increase from \$0.30 to \$0.47. Bond sales are planned through the CIP process. The amount of debt paid for out of the \$8.10 levy will decrease to \$0 for FY23 compared to \$201,000 in FY22. So the total amount of debt supported by property taxes is \$1,061,750 in FY23 compared to \$862,160 in FY22. The debt service taxes remained fairly stable due to the City's policy of only issuing replacement debt.

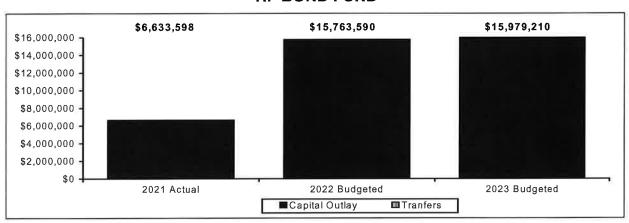
Budgeted debt service expenditures include the result of the transferring of TIF revenues to the funds providing the capital outlay for the infrastructure.

#### **GENERAL OBLIGATION BOND**



GO Bonds were sold in calendar year 2020 for FY19 & FY20 construction projects. Bonds will be sold again in calendar 2022 for FY21 and FY22 projects. Projects budgeted in FY23 include Cedar Heights Drive, Cedar River Recreation Improvements, and Main Street.

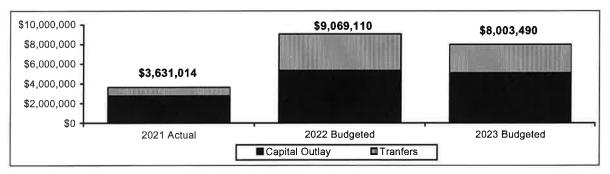
#### TIF BOND FUND



This fund is used to cashflow projects in the City's five active TIF districts, the Unified, Southern, Downtown, College Hill, and Pinnacle Prairie. At this point, projects in the Industrial Park can be cashflowed with current TIF revenues and bonding for the projects is not necessary.

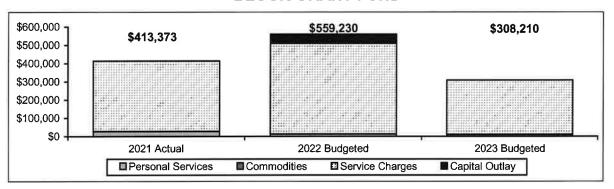
The City has completed the process of merging the 2 Industrial Parks into the Unified District. For FY18, a portion of this district expired. The City received \$3.1 million less in TIF revenues starting FY18. The effect of this will extend the payoff date of debt in that district and the City will need to review its economic development policies and incentives. In FY23, the City will continue to reserve \$1.3 million of the amount released for future economic development projects.

#### **CAPITAL PROJECTS**



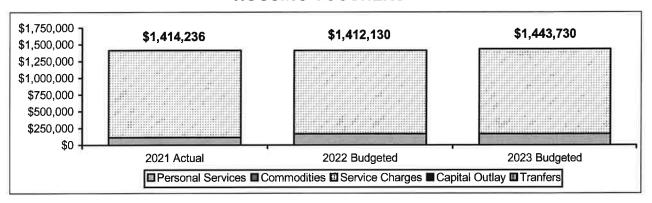
This budget can vary from year to year due to the timing of projects. In FY23, \$2.3 million is budgeted for City Hall Repurpose & Remodel and \$1.0 million is budgeted for the Cedar River Recreation Improvements. \$800,000 is being budgeted for the new financial system if costs for the system are more than budgeted in the data processing fund.

#### **BLOCK GRANT FUND**



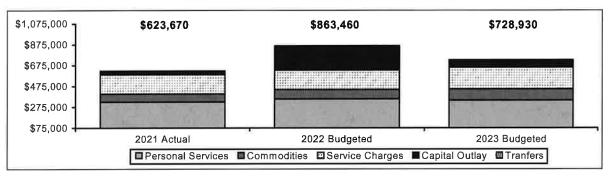
The Block Grant and HOME budget is based on subsidies provided by the Federal government. Early years of program funding were near \$600,000. That has gone down, with recent years steadily around \$300,000. The same has happened with HOME funds, which come through a consortium agreement with the City of Waterloo. HOME allocations are now \$90,000. The City has contracted some of the CDBG administrative work to INRCOG. The 5-year Consolidated Plan identifies major expenditures in sewer lining, infrastructure improvements like block-long infill sidewalk connections and a new home rehabilitation program for renters. The City Council will be required to hold an additional public hearing on the Block Grant program following adoption of the Cedar Falls budget. Unobligated or carryover monies are adjusted annually within the Block Grant program following the completion of a fiscal year or a specific project.

#### **HOUSING VOUCHERS**



In FY23, there are changes in salary adjustments, insurance allocations, and data processing.

#### **VISITORS AND TOURISM SERVICES**



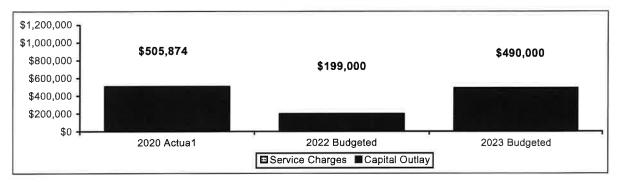
During FY01, the City Council approved reorganization for the Visitors and Tourism Bureau removing it from the Cedar Falls Chamber of Commerce control. This includes having the Bureau become a division of the City's organizational structure.

This division moved to a new building by the City's Industrial Park in FY05. A portion of the building is being financed through a loan to this division. Excess funds generated by the division will repay the variable interest rate loan over the next 15 years.

A full-time V&T Coordinator position was budgeted in FY21 and continues to be budgeted in FY23.

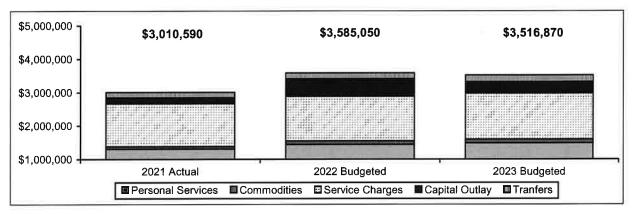
It was discussed at the FY22 Council goal setting, that if marketing incentives were necessary to try and recruit large events, these could occur upon approval by the City Administrator.

#### **CAPITAL RESERVES**



This section was created in FY99 to separate the funds budgeted for capital improvements projects out of the Golf, Hearst Center, Recreation Center, and Softball Improvement capital reserve funds. Portions of the fees generated from these operations are set aside each month to accumulate a reserve to pay for future major capital improvement projects.

#### **REFUSE FUND**



#### A. Public Works/Administration

In FY23, there are changes in salary adjustments, insurance allocations, Vehicle Maintenance, data processing, and transfers.

#### B. Refuse Section

Demand continues for the services provided by the Refuse Section. Growing interest in smart environmental practices locally and an increasing population within our community continue to challenge staff to be resourceful and efficient with operational procedures.

The compost facility is open daily all year depending on weather. The facility operation is currently managed by a private contractor. Organic material is ground which reduces volume by 50%. This procedure expedites the composting process and provides additional storage space. Further, this contract initiative has allowed the city to transport all curbside collected yard waste to the City

facility eliminating the need to utilize the Black Hawk County Landfill for yard waste disposal.

The contracted service has reduced city staff time at the facility as well as the need to purchase expensive processing equipment. As an added benefit, the City will realize a savings in transport and tipping fee costs associated with disposal at the Black Hawk County Landfill. Tipping fee savings alone will amount to approximately \$30,000 annually. However, the City will continue to analyze the implementation of a fee structure as well as staffing the site to control improper dumping.

Community interest in recycling continues to grow. Additional remote recycling sites are being sought out along with recently expanded drop site on Lloyd Lane. In addition to the regular household recyclables, scrap metal, tires, appliances, E-waste, Styrofoam and asphalt roofing shingles are collected separate from the waste stream. Recycling of these items significantly reduces the amount of material being deposited in the county landfill.

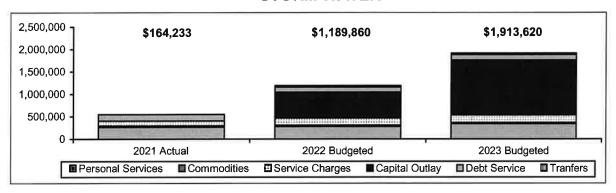
Interest in living in Cedar Falls and the development of new subdivisions continues to increase. While staff and equipment can manage our current curbside collection needs, an additional route may be required in the future to serve the community. Staff continues to research ways to stretch resources and in 2015 implemented a "one sided" container pickup. This initiative requires that property owners place their yard waste and refuse containers on one side of the street thus eliminating the need to duplicate the route by driving down the street twice. Due to the success, the program continues to be expanded. In addition, modifying subdivision requirements in the deed of dedication so that one sided pickup is established when new streets and properties are developed will be advantageous.

In FY23 one large truck is being budgeted. In addition, \$60,000 is being budgeted for a hook-truck chassis and \$50,000 for recycling site cameras.

#### C. Landfill Cash

In FY03 – FY15 the City received allocations from the Solid Waste Commission. These funds were deposited into the Refuse Fund. A portion of the funds were used to cover the costs associated with the ban on leaf burning. \$4,629,500 of these funds were used for the Recreation Center Expansion project and the Aquatic Center. \$1 million was budgeted in FY15 to fund the Recycling Center Renovation project.

#### STORM WATER

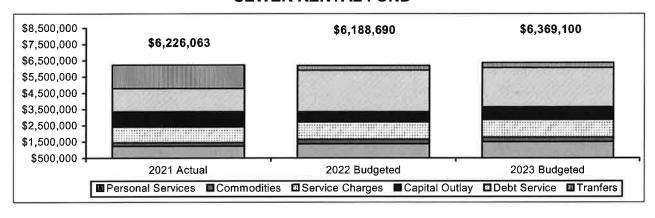


This was a new enterprise fund for the City in FY07. Federal and state mandates related to storm water runoff and water quality have forced the City to provide inspection and detection services. New ordinances were created in FY06 to establish the Storm Water Utility. By July 1, 2006, a rate structure was adopted to cover the costs of adhering to the new mandates. All residential, commercial, and industrial properties are billed a storm water fee on a monthly basis. The City has contracted with the Cedar Falls Utilities to bill these fees similar to the current arrangement we have for sewer and refuse. In FY18, the rates were studied and increases of 5% each year for the next four years were adopted. Fee increases will need to be reviewed again in FY22.

Several projects are budgeted on the current CIP. This includes funding to continue the permeable alley program.

In FY23, a new position of environmental engineer is being budgeted. This is funded 30% from storm water funds and 70% from sewer funds.

#### **SEWER RENTAL FUND**



### A. O & M Sewer Section

Changes in this section of the Sewer Fund are due to increases in the capital line item total. It is anticipated that as street reconstructions are planned, sewer improvements in these areas will need to be addressed. Therefore, \$150,000 was budgeted in FY22 and \$250,000 in FY23 for these improvements.

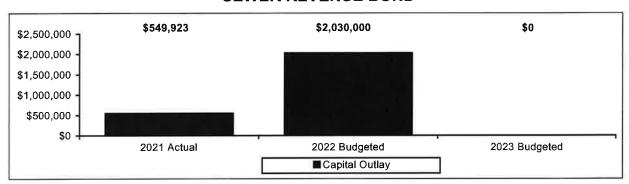
#### B. Water Reclamation Section

In FY07, one full-time position was transferred from this section to the Storm Water Utility. This was done due to the time the Water Reclamation will spend on collecting and testing water samples in conformance with federal mandates. This position will continue to be budgeted in the Storm Water Utility for FY23.

Since FY02, this fund has rented farmland from the City's Hospital Fund for the disposal of biosolids. The total estimated lease payments on the entire farm are budgeted in this fund. However, lease income on 2/3<sup>rds</sup> of the farm will be received by the Sewer Fund for the portion of the land not used for disposal.

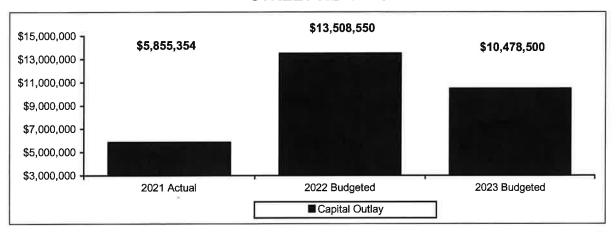
Debt service for the sewer fund will be \$2.4 million for FY23.

### **SEWER REVENUE BOND**



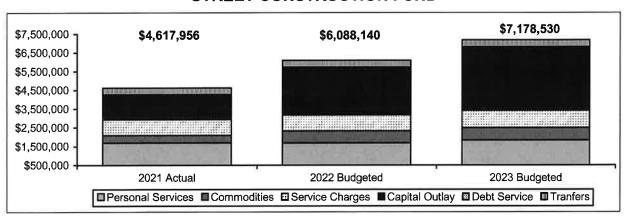
In 2012, 2013 and 2014 the Disinfection project was financed with a State Revolving Fund loan through the Iowa Finance Authority and internally. Financing was reviewed and it was determined using reserve funds invested at a lower interest rate is more cost effective. For FY22, \$2 million was being budgeted for various projects. Bonds were sold in 2018 to finance large projects in sewer. Other large projects are on the horizon as well. A rate study was performed and rate increases of 7% each year for the next five years were adopted.

#### STREET REPAIRS



Funds devoted to Street Repair are generated by the Local Option Sales Tax. Through FY21, Street Repair expended a total of \$117,871,658. \$119,640,950 in sales taxes were received. This revenue in addition to other project reimbursement revenues have resulted in a reserve balance. This reserve will be used to continue the program for 1-2 contract years if at some point the tax is not continued by voters. In addition, reserves over the next few years will be used to finance and cashflow several large street projects, including West 1<sup>st</sup> Street, Main Street, Cedar Heights Drive, Union Road, West 27<sup>th</sup>, and Greenhill Road and South Main Street intersection.

#### STREET CONSTRUCTION FUND



#### A. O & M Street Section

This particular fund is one of the most volatile of the entire City funds due to legislation, which determines the Road Use Taxes, forwarded to the City of Cedar Falls by the State of Iowa. Reserves at the end of FY21 were at \$9.9 million and are projected to decrease due to large street projects on the CIP. In FY09, the debt service transfer was removed to help maintain a reserve balance in this fund.

This fund is responsible for the major costs that would be incurred due to a flood or snowstorm; therefore its cash position is critical.

Funding for one full-time person in this section has also been transferred to the Storm Water Utility. This is to account for the time the street section spends on street sweeping. Sweeping streets helps to improve the quality of water runoff. For FY23, an additional full-time equipment operator is being budgeted. This position will work with a street crew to perform utility cut repairs and smaller projects such as manhole box cuts.

In 2015, the State of Iowa passed a ten cent increase in gas taxes, which will provide \$215 million additional revenue to the State of Iowa. This is projected to provide approximately \$687,000 in additional funding to the City of Cedar Falls. This increase in funding will finance a portion of the University Avenue Reconstruction project, Union Road, Greenhill Road, and Main Street.

### **B.** Traffic Operations Section

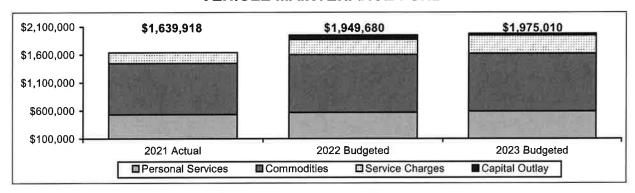
In FY23, there are changes in salary adjustments; insurance allocations, vehicle maintenance and data processing. A part-time signal technician is budgeted for FY23 to provide technical expertise in the traffic division. \$200,000 is budgeted in FY23 for signal upgrades.

#### \$1,000,000 \$625,000 \$0 \$0 \$800,000 \$600,000 \$400,000 \$200,000 \$0 2023 Budgeted 2021 Actual 2022 Budgeted ■ Commodities ■ Service Charges ■ Capital Outlay Personal Services

#### **ARPA FUNDS**

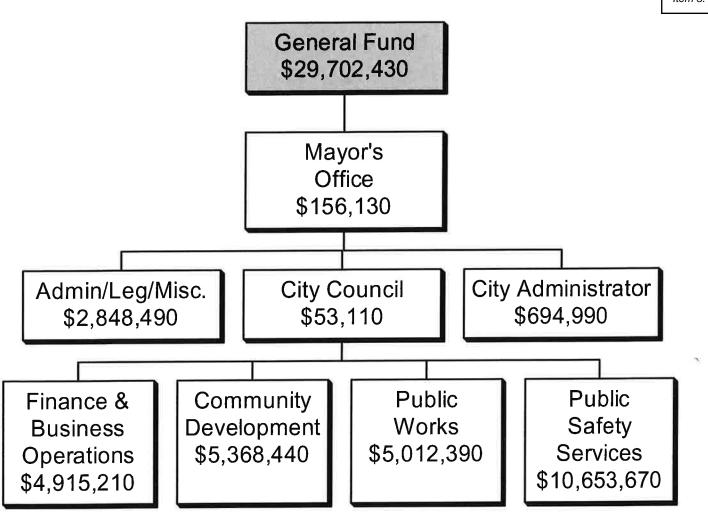
The City is anticipated to receive \$6.5 million under the Coronavirus State and Local Recovery Funds Program under the American Rescue Plan Act (ARPA). On the City's 5-year Capital Improvement Program \$4.6 million is designated for the nutrient reduction improvement project and \$1.9 million is designated for sewer and stormwater costs on the Main Street project. Of this amount, \$625,000 is budgeted to be spent in FY23.

## **VEHICLE MAINTENANCE FUND**



\$513,000 is budgeted in FY23 for fuel costs and \$30,000 is budgeted for refurbishing of vehicles. For FY21, a full-time mechanic position was budgeted and replaced two part-time positions. This full-time position continues to be budgeted in FY23.





### **General Fund**

The General Fund is the City's primary operating fund. It accounts for the financial resources of the general government, except those required to be accounted for in another fund. The general government activities include:

Mayor and City Council
City Administrator
Financial Services
Human Resources
Legal Services
Public Records

Library Services
Inspection Services
Planning & Community Srvc.
Cultural Services
Recreation Services
Engineering

Cemetery
Golf
Parks
Public Buildings

Fire Police

general fund org.doc

Assistant Public Safety Services/Police Chief Craig Berte Public Safety Services Jeff Olson Director Assistant Public Safety Services/Fire Chief John Bostwick Public Works & Parks Engineering Division Water Reclamation City Engineer Mike Nyman David Wicke City of Cedar Falls, lowa **Departments & Divisions** Brian Heath Chase Schrage Manager Manager Public Works Director City Administrator Ron Gaines Rob Green Mayor V&T/Cultural Programs Community Development JJ Lillibridge Recreation Division Stephanie Houk Sheetz Inspection Division Services Manager Planning & Comm. Jennifer Pickar Karen Howard Jamie Castle Manager Manager Director Finance & Business Operations Human Resources Mngr. Information Systems Jacque Danielsen Lisa Roeding Controller/City Library Director **Bailey Schindel** Julia Sorensen Jennifer Rodenbeck Kevin Rogers City Attorney Kelly Stem Treasurer City Clerk Manager Director

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Community Center & Senior Services

## **GENERAL FUND SUMMARY**

01-Mar-22

							OT WATE
	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
BEGINNING BALANCE	\$6,157,137	\$6,220,031	\$6,277,294	\$6,277,294	\$6,277,294	\$6,277,294	\$6,277,294
Total Revenues	\$25,797,184	\$29,194,163	\$27,827,670	\$27,667,247	\$29,702,430	\$30,407,550	\$31,021,020
Total Expenditures	\$25,734,290	\$29,136,899	\$27,827,670	\$27,667,247	\$29,702,430	\$30,407,550	\$31,021,020
ENDING BALANCE	\$6,220,031	\$6,277,294	\$6,277,294	\$6,277,294	\$6,277,294	\$6,277,294	\$6,277,294
% of Reserve	21.89%	22.56%	21.47%	21.13%	20.64%	20.24%	
						ji	
Current Year Cash Added (Used)	\$62,894	\$57,264	\$0	\$0	\$0	\$0	\$0

AUTHORIZED POSITIONS	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full-Time Part-Time	146.93 76.24	149.51 80.11	148.96 77.47	148.96 77.47	150.23 77.81	151.23 77.08	152.23 76.35
TOTAL	223.17	229.62	226.43	226.43	228.04	228.31	228.58

Note - The number of part-time positions are estimates. Data relative to full time employees is in full-time equivalents (FTE) and not actual positions available.

PROPERTY TAX REVENUE	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
General	\$15,471,076	\$16,111,618	\$15,881,640	\$15,722,824	\$16,689,160	\$17,189,820	\$17,705,510
Debt Service	867,817	675,799	661,100	654,489	1,061,750	1,269,000	1,266,650
Trust & Agency	1,586,428	2,688,332	4,182,400	2,523,273	4,203,400	4,534,850	. 4,988,340
Levy - Liability Insurance	251,764	260,810	125,020	123,770	249,340	256,820	264,510
Levy - MET Transit	410,279	434,205	442,820	438,392	456,100	469,780	483,870
Levy - Cedar Falls Band	34,313	35,566	35,000	34,650	35,000	35,000	35,000
Levy - Cedar Falls Library	517,737	540,034	530,350	525,047	557,450	574,170	591,390
Levy - EMA	390,539	454,316	539,730	539,730	576,590	593,870	611,690
TOTAL	\$19,529,953	\$21,200,680	\$22,398,060	\$20,562,173	\$23,828,790	\$24,923,309	\$25,946,961
PROPERTY TAX RATE	10.95	11.43	11.38	11.38	11.51	_	

Item 3.

### **GENERAL FUND REVENUES**

01-Mar-22

							01-Mar-22
Revenues	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Building Permits	771,125	1,385,319	900,000	883,410	900,000	900,000	900,000
Burial Permits	62,865	77,360	70,000	77,800	70,000	70,000	70,000
Business Licenses	4,025	6,230	6,000	5,700	6,000	6,000	6,000
Cafeteria Plan	0	0	15,000	0	15,000	15,000	15,000
Cemetery Lot Sales	51,660	47,665	50,000	50,000	50,000	50,000	50,000
Cigarette Permits	4,475	4,625	4,000	4,000	4,000	4,000	4,000
Code Enforcement	3,443	2,090	15,000	3,000	5,000	5,000	5,000
Cultural - Art Sho	ا ا	0	50	50	50	100	100
Cultural - Fees	43,137	28,955	40,000	40,000	40,000	41,000	42,000
Cultural - Memberships	0	2,539	5,000	0	5,000	5,000	5,000
Cultural - Gift Shop Sales	1,119	1,397	5,000	6,000	5,000	5,000	5,000
Cultural - Art Work Sales	ا ا	252	1,000	413	1,000	1,000	1,000
Donations - Cultural	4,992	13,690	1,000	О	1,000	1,000	1,000
Engineering Misc. Permits	0	0	15,000	15,000	15,000	15,000	15,000
Economic Development	11	15,810	5,000	5,000	5,000	5,000	5,000
Electrical Inspections	66,657	78,483	90,000	47,520	90,000	90,000	90,000
Engineering Design	0 0	0	400,000	0	400,000	400,000	400,000
Fire Protection - Rural	56,303	60,643	59,320	59,323	65,680	67,000	68,000
Fire Protection - UNI	563,719	638,519	680,710	680,710	666,710	687,360	708,990
	10,534	15,310	15,000	15,480	15,000	15,000	15,000
Fire Receipts Fire Commercial Inspections	45,422	22,640	45,000	45,000	45,000	45,000	45,000
Fire Hous. Inspect, Min. Rental	72,870	50,870	100,000	103,140	100,000	105,000	110,000
Golf Contract	7,179	8,188	30,000	7,211	10,000	10,000	10,000
Golf Concessions	0	0	. 0	0	0	0	0
Green Fees	ا م	0	0	0	0	0	0
Golf Pro Shop Rental	ا ه	0	0	о	0	0	0
Grants - Cultural Services	33,481	56,031	30,000	30,000	30,000	30,000	30,000
Grants - Fire	00,	0	3,000	3,000	3,000	3,000	3,000
Grants - Fire Equipment	6,123	1,734	1,000	5,200	1,000	1,000	1,000
Grants - Library	26,647	30,791	25,000	25,000	25,000	25,000	25,000
State Backfill	574,390	598,521	0	622,895	521,500	447,000	372,500
Grants - Parks & Recreation	4,895	7,130	20,000	20,000	20,000	20,000	20,000
Grants - Police Officer	53,703	50,002	30,000	93,696	30,000	30,000	20,000
Grants - Police Officer  Grants - Police Operations	21,179	978,328	15,000	12,360	15,000	15,000	15,000
Grants - Rec Trail	2.,0	0	0	0	0	0	0
Interest - Cemetery	8,338	10,458	9,430	6,800	5,030	6,000	6,500
Interest - General	343,008	180,578	247,000	47,173	39,870	92,020	52,000
Library - Copy Machine	5,465	2,582	7,000	5,100	7,000	7,000	7,000
ilia -	32,150	30,591	30,000	31,973	30,000	31,000	32,000
Library - County Tax Library - Salary Reimbursement	731	203	0	0	0	0	0
Library - Fines & Fees	14,324	2,145	0	3,700	0	0	0
Library - Co-Lab Fees	243	105	ő	0	0	0	0
	2,417	1,273	2,500	2,500	2,500	2,500	2,500
Library - Lost & Paid Books	13,529	13,061	12,000	12,000	12,000	12,000	12,000
Library - Open Access Funds	127,280	150,999	60,000	60,000	60,000	60,000	60,000
Library - Friends/Endowment Reimburs.	1,283	2,197	30,000	14,695	30,000	30,000	30,000
Library - Donations & Sponsorship	59,762	12,734	60,000	75,880	60,000	60,000	60,000
Liquor Licenses		4,290	5,000	5,000	5,000	5,000	5,000
Marker Permits	3,900		90,000	85,580	90,000	90,000	90,000
Mechanical Inspections	80,530	94,600	25,000	25,000	20,000	25,000	25,000
Miscellaneous Permits	31,404	35,231			50,000	60,000	60,000
Miscellaneous Receipts	58,140	34,444	60,000	57,860	ວບ,ບບປ	00,000	00,000

	Actual	Actual	Budgeted	Projected	Budgeted	Proposed	Prop
Revenues	2019/2020	2020/2021	2020/2021	2021/2022	2022/2023	2023/2024	2024/2025
Park Receipts	5,961	1,789	5,000	5,600	5,000	5,000	5,000
Paw Park Permits	3,344	3,074	4,000	4,000	4,000	4,000	4,000
Pet Licenses	6,024	7,149	7,000	7,120	7,000	7,000	7,000
Planning & Zoning Fees	33,310	37,712	35,000	43,725	35,000	35,000	40,000
Plumbing & Refrigeration Inspections	76,598	89,411	95,000	60,750	95,000	95,000	95,000
Police Fines & Forfeiture	149,801	108,530	125,000	103,455	125,000	125,000	125,000
Police Receipts	56,004	44,079	35,000	35,000	35,000	35,000	35,000
Public Buildings	76	1,610	5,000	1,500	2,000	2,000	2,000
Recreation Receipts	432,300	299,608	675,000	478,063	675,000	680,000	685,000
Subdivision Inspections	79,923	22,441	83,000	83,000	83,000	85,000	87,000
Swimming Pool Receipts	373,925	465,138	550,000	701,797	550,000	560,000	570,000
Tax - Agricultural Land	20,670	18,022	19,220	19,028	19,380	19,500	20,000
Tax - Hotel/Motel - Cultural	132,283	128,223	74,370	131,700	136,000	136,000	136,000
Tax - Hotel/Motel - Tourism Office	19,453	18,856	10,940	10,940	20,000	20,000	20,000
Tax - Hotel/Motel - Tourism Admin.	25,000	25,000	12,500	12,500	0	0	0
Tax - Hotel/Motel - Visitor/Tour	389,068	377,126	218,750	396,200	400,000	400,000	400,000
Tax - Hotel/Motel - Tourism Fund	70,032	67,883	39,380	69,700	94,000	94,000	94,000
Tax - Hotel/Motel - Park Imprv	70,032	66,481	39,380	69,000	72,000	72,000	72,000
Tax - Hotel/Motel - CV Soccer	10,000	10,000	5,000	5,000	10,000	10,000	10,000
Tax - Hotel/Motel - Park/Rec Capital	23,360	22,970	15,310	24,020	28,000	28,000	28,000
Tax - Hotel/Motel - Tr. Maint./Res.	38,907	37,713	21,870	39,320	40,000	40,000	40,000
Tax - Mobile Home	25,046	29,229	31,000	42,891	31,000	31,000	31,000
Tax - Property - General	15,471,076	16,111,618	15,881,640	15,722,824	16,689,160	17,189,820	17,705,510
Tax - Property - Insurance	251,764	260,810	125,020	123,770	249,340	256,820	264,510
Tax - Property - Transit	410,279	434,205	442,820	438,392	456,100	469,780	483,870
Tax - Property - Band	34,313	35,566	35,000	34,650	35,000	35,000	35,000
Tax - Property - Library	517,737	540,034	530,350	525,047	557,450	574,170	591,390
Tax - Property - EMA	390,539	454,316	539,730	539,730	576,590	593,870	611,690
Transfer - Leg/Admin/Mgt	604,780	702,160	747,080	747,080	805,960	830,130	855,030
Transfer - Econ. Dev.	14,330	50,571	0	0	0	0	0
Transfer - Public Bldg. Maint.	77,842	79,332	78,020	78,020	78,540	80,900	83,330
Transfer - Street Lighting	0	0	0	0	0	0	0
Transfer - Trust & Agency	1,177,944	2,656,512	2,483,090	2,458,259	2,767,310	2,850,320	2,935,840
Transfer - Utilities General	1,467,580	1,132,314	1,500,000	1,200,000	1,400,000	1,400,000	1,400,000
UNI Loan Repayment	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Utility Tax Replacement	50,426	81,070	29,190	142,798	34,260	34,260	34,260
Cash (Added)/Used *	(62,894)	(57,264)	0	0	0	0	0
TOTAL REVENUES	\$25,734,290	\$29,136,899	\$27,827,670	\$27,667,247	\$29,702,430	\$30,407,550	\$31,021,020

### **GENERAL FUND EXPENDITURES**

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Admin./Leg./Misc.	\$2,801,316	\$6,288,257	\$2,578,160	\$2,763,069	\$2,848,490	\$2,434,520	\$2,770,980
City Council	\$47,783	\$49,275	\$52,410	\$49,845	\$53,110	\$54,700	\$56,330
Mayor's Office	139,548	141,492	152,190	161,676	156,130	160,310	164,610
City Administrator	440,615	494,619	658,710	625,142	694,990	709,920	725,300
Finance & Business Op. Admin	o	264,457	291,080	283,040	400,570	314,660	323,500
Financial Services	921,946	771,182	461,240	448,024	417,710	429,260	440,640
Human Resources	0	0	597,450	534,409	827,460	843,580	860,190
Legal Services	524,536	537,637	395,670	391,028	414,810	421,320	428,030
Public Records	285,355	309,636	334,790	311,330	318,220	326,880	335,800
Street Lighting	0	0	0	0	0	0	0
Library Services *	2,054,165	2,280,358	2,321,340	2,290,738	2,536,440	2,604,500	2,652,460
Community Development Admin.	187,080	829,719	645,380	714,351	857,660	1,163,600	1,169,620
Engineering Services	1,557,228	1,405,533	1,728,120	1,591,829	1,759,200	1,805,630	1,853,440
Inspection Services	895,835	866,743	997,780	919,632	1,066,180	1,093,470	1,121,580
Planning/Community Services	592,773	648,519	820,160	784,209	765,190	1,072,120	1,049,650
CD Admin-MOP	749,307	0	0	0	o	0	0
Cultural Services	444,800	404,952	525,470	480,659	582,040	560,210	572,740
Cemetery Section	313,813	299,461	372,690	394,811	397,940	407,140	417,640
Golf Section	45,132	35,131	26,650	37,130	35,160	35,160	35,160
Park Section	1,477,860	1,548,583	1,685,350	1,779,716	1,814,130	1,787,620	1,817,990
Recreation Services	1,654,504	1,549,423	1,994,080	2,297,376	2,097,370	2,136,990	2,177,800
Public Buildings	726,732	959,888	843,220	826,882	1,005,960	1,009,150	912,460
Fire Department	4,085,446	3,591,685	3,876,290	3,869,129	3,933,340	4,004,800	4,106,030
Police Department	5,788,516	5,860,349	6,469,440	6,113,220	6,720,330	7,032,010	7,029,070
TOTAL EXPENDITURES	\$25,734,290	\$29,136,899	\$27,827,670	\$27,667,247	\$29,702,430	\$30,407,550	\$31,021,020

<sup>\*</sup> Actual expenditures for the library exceed budget due to the City budgeting the actual net cost of sharing the library personnel with the City of Waterloo, however, paying the full cost and then receiving reimbursement.

### **GENERAL FUND REVENUES**

Revenues	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Taxes Levied on Property							
Tax - Property - General	\$15,471,076	\$16,111,618	\$15,881,640	\$15,722,824	\$16,689,160	\$17,189,820	\$17,705,510
Tax - Property - Insurance	251,764	260,810	125,020	123,770	249,340	256,820	264,510
Tax - Property - Transit	410,279	434,205	442,820	438,392	456,100	469,780	483,870
Tax - Property - Band	34,313	35,566	35,000	34,650	35,000	35,000	35,000
Tax - Property - Library	517,737	540,034	530,350	525,047	557,450	574,170	591,390
Tax - Property - EMA	390,539	454,316	539,730	539,730	576,590	593,870	611,690
Tax - Agricultural Land	20,670	18,022	19,220	19,028	19,380	19,500	20,000
Total Taxes Levied on Property	17,096,378	17,854,571	17,573,780	17,403,440	18,583,020	19,138,960	19,711,970
Other City Taxes							*400.000
Tax - Hotel/Motel - Cultural	\$132,283	\$128,223	\$74,370	\$131,700	\$136,000	\$136,000	\$136,000
Tax - Hotel/Motel - Tourism Office	19,453	18,856	10,940	10,940	20,000	20,000	20,000
Tax - Hotel/Motel - Tourism Admin.	25,000	25,000	12,500	12,500	0	. 0	0
Tax - Hotel/Motel - Tourism Fund	70,032	67,883	39,380	69,700	94,000	94,000	94,000
Tax - Hotel/Motel - Carryover Tourism	0	0	0	0	0	0	0
Tax - Hotel/Motel - Park Imprv	70,032	66,481	39,380	69,000	72,000	72,000	72,000
Tax - Hotel/Motel - Visitor/Tour	389,068	377,126	218,750	396,200	400,000	400,000	400,000
Tax - Hotel/Motel - CV Soccer	10,000	10,000	5,000	5,000	10,000	10,000	10,000
Tax - Hotel/Motel - Tr. Maint./Res.	38,907	37,713	21,870	39,320	40,000	40,000	40,000
Tax - Hotel/Motel HLS Capital	23,360	22,970	15,310	24,020	28,000	28,000	28,000
Tax - Mobile Home	25,046	29,229	31,000	42,891	31,000	31,000	31,000
Utility Tax Replacement	50,426	81,070	29,190	142,798	34,260	34,260	34,260
Total Other City Taxes	\$853,609	\$864,550	\$497,690	\$944,069	\$865,260	\$865,260	\$865,260
Licenses and Permits							
Building Permits	\$771,125	\$1,385,319	\$900,000	\$883,410	\$900,000	\$900,000	\$900,000
Burial Permits	62,865	77,360	70,000	77,800	70,000	70,000	70,000
Business Licenses	4,025	6,230	6,000	5,700	6,000	6,000	6,000
Cigarette Permits	4,475	4,625	4,000	4,000	4,000	4,000	4,000
Marker Permits	3,900	4,290	5,000	5,000	5,000	5,000	5,000
Miscellaneous Permits	31,404	35,231	25,000	25,000	20,000	25,000	25,000
Miscellaneous Engineering Permits	ا ا ا	0	15,000	15,000	15,000	15,000	15,000
Pet Licenses	6,024	7,149	7,000	7,120	7,000	7,000	7,000
Paw Park Permits	3,344	3,074	4,000	4,000	4,000	4,000	4,000
Total Licenses and Permits	\$887,162	\$1,523,278	\$1,036,000	\$1,027,030	\$1,031,000	\$1,036,000	\$1,036,000
Use of Money and Property				I			
Interest - Cemetery	\$8,338	\$10,458	\$9,430	\$6,800	\$5,030	\$6,000	\$6,500
Interest - General	343,008	180,578	247,000	47,173	39,870	92,020	52,000
Total Use of Money & Prop	\$351,346	\$191,036	\$256,430	\$53,973	\$44,900	\$98,020	\$58,500
Intergovernmental - State Shared R						20.000	00.000
Liquor Licenses	59,762	12,734	60,000	75,880	60,000	60,000	60,000
Total Inter - St Shared Rev	\$59,762	\$12,734	\$60,000	\$75,880	\$60,000	\$60,000	\$60,000
Intergovernmental-Other State Gran		ements	000 000	000.000	600.000	<b>600 000</b>	ቀኋላ ለባባ
Grants-Cultural Services	\$33,481	\$56,031	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Grants-Fire Equipment	6,123	1,734	1,000	5,200	1,000	1,000	1,000
Grants-Fire	0	0	3,000	3,000	3,000	3,000	3,000
Grants-Golf	0	0	0	0	0	0	0 000
Grants-Library	26,647	30,791	25,000	25,000	25,000	25,000	25,000
Grants- State Backfill	574,390	598,521	0	622,895	521,500	447,000	372,500
Grants-Park and Rec	4,895	7,130	20,000	20,000	20,000	20,000	20,000
Grants-Rec Trail	0	0	0	0	0	0	0
Grants-Police Officer	53,703	50,002	30,000	93,696	30,000	30,000	20,000
Grants-Police Operations	21,179	978,328	15,000	12,360	15,000	15,000	15,000
Total St. Grants & Reimb.	\$720,417	\$1,722,537	\$124,000	\$812,151	\$645,500	\$571,000	\$486,500

Revenues	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Propt
Intergovernmental-Local							
Fire Protection - Rural	\$56,303	\$60,643	\$59,320	\$59,323	\$65,680	\$67,000	\$68,000
Fire Protection - UNI	563,719	638,519	680,710	680,710	666,710	687,360	708,990
ibrary - County Tax	32,150	30,591	30,000	31,973	30,000	31,000	32,000
Fransfer - Utilities - General	1,467,580	1,132,314	1,500,000	1,200,000	1,400,000	1,400,000	1,400,000
JNI Loan Repayment	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Total Local Intergovernment	\$2,149,082	\$1,927,639	\$2,285,030	\$1,987,006	\$2,177,390	\$2,200,360	\$2,223,990
Total Intergovernmental	\$2,929,261	\$3,662,909	\$2,469,030	\$2,875,037	\$2,882,890	\$2,831,360	\$2,770,490
Charges for Services						50.000	E0 000
Cemetery Lot Sales	51,660	47,665	50,000	50,000	50,000	50,000	50,000
Code Enforcement	3,443	2,090	15,000	3,000	5,000	5,000	5,000
Cultural - Art Sho	0	0	50	50	50	100	100
Cultural - Fees	43,137	28,955	40,000	40,000	40,000	41,000	42,000
Cultural - Memberships	0	2,539	5,000	0	5,000	5,000	5,000
Cultural - Bus Tour Fees	0	0	0	3,200	0	0	5.000
Cultural - Product Fees	1,119	1,397	5,000	6,000	5,000	5,000	5,000
Cultural - New Program Sponsors	0	252	1,000	413	1,000	1,000	1,000
Economic Development	11	15,810	5,000	5,000	5,000	5,000	5,000
Electrical Inspections	66,657	78,483	90,000	47,520	90,000	90,000	90,000
Fire Receipts	10,534	15,310	15,000	15,480	15,000	15,000	15,000
Fire Commercial Inspections	45,422	22,640	45,000	45,000	45,000	45,000	45,000
Golf Contract	7,179	8,188	30,000	7,211	10,000	10,000	10,000
Solf Concessions	0	0	0	0	0	0	C
Solf Pro Shop Rental	0	0	0	0	0	0	C
Green Fees	0	0	0	0	400.000	0	440.000
lous. Inspect. Min. Rental	72,870	50,870	100,000	103,140	100,000	105,000	110,000
ibrary - Copy Machine	5,465	2,582	7,000	5,100	7,000	7,000	7,000
ibrary - Director Salary Reimburse.	731	203	0	0	0	0	C
ibrary - Fines & Fees	14,324	2,145	0	3,700	0	0	0.500
ibrary - Lost & Paid Books	2,417	1,273	2,500	2,500	2,500	2,500	2,500
ibrary - Open Access Funds	13,529	13,061	12,000	12,000	12,000	12,000	12,000
ibrary - Friends Reimbursement	127,280	150,999	60,000	60,000	60,000	60,000	60,000
ibrary - Donations & Sponsorship	1,283	2,197	30,000	14,695	30,000	30,000	30,000
Mechanical Inspections	80,530	94,600	90,000	85,580	90,000	90,000	90,000
Park Receipts	5,961	1,789	5,000	5,600	5,000	5,000	5,000
Planning & Zoning Fees	33,310	37,712	35,000	43,725	35,000	35,000	40,000
Plumbing Inspections	76,598	89,411	95,000	60,750	95,000	95,000	95,000
Police Receipts	56,004	44,079	35,000	35,000	35,000	35,000	35,000
Print Shop Receipts	0	0	0	0	0	0	0
Recreation Receipts	432,300	299,608	675,000	478,063	675,000	680,000	685,000
Subdivion Inspections	79,923	22,441	83,000	83,000	83,000	85,000	87,000
Swimming Pool Receipts	373,925	465,138	550,000	701,797	550,000	560,000	570,000
Total Charges for Services	1,605,853	1,501,541	2,080,550	1,917,524	2,050,550	2,073,600	2,101,600
<u>liscellaneous</u>	<sub>00</sub>	60	\$15,000	\$0	\$15,000	\$15,000	\$15,000
Cafeteria Plan	\$0	\$0		0	1,000	1,000	1,000
Donations - Cultural Equipment	4,992	13,690	1,000	57,860	50,000	60,000	60,000
/liscellaneous Receipts	58,140	34,444	60,000   125,000	103,455	125,000	125,000	125,000
fines & Forfeitures	149,801	108,530	5,000	1,500	2,000	2,000	2,000
Public Buildings  Total Miscellaneous	76 <b>\$213,009</b>	1,610 <b>\$158,274</b>	\$206,000	\$162,815	\$193,000	\$203,000	\$203,000
ransfers	J= .5,000	,, <b>.</b>	V= 7***	. ,,===			
ransiers Engineering Design	\$0	\$0	\$400,000	\$0	\$400,000	\$400,000	\$400,000
ransfer - Leg/Admin/Mgt	604,780	702,160	747,080	747,080	805,960	830,130	855,030
ransfer - Leg/Admin/Mgt ransfer - Public Bldg. Maint.	77,842	79,332	78,020	78,020	78,540	80,900	83,330
	0	7 9,332	70,020	70,020	0	0	(
ransfer - Street Lighting	1,177,944	2,656,512	2,483,090	2,458,259	2,767,310	2,850,320	2,935,840
ransfer - Trust & Agency <b>Total Transfers</b>	\$1,860,566	\$3,438,004	\$3,708,190	\$3,283,359	\$4,051,810	\$4,161,350	\$4,274,200

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# CITY OF CEDAR FALLS REVENUE SUMMARY GENERAL FUND FOR FISCAL YEARS 2020 – 2025

TAXES LEVIED ON PROPERTY – In FY23, the state of lowa decreased the rollback of assessed value on residential property from 56.41% to 54.13% to arrive at taxable valuation. Assessed valuations in the City of Cedar Falls increased by \$244,567,238. Taxable valuations, increased by \$100,320,179 due to the reassessment by Black Hawk County of residential property county-wide and releasing some of the Downtown TIF revenue. The increase in taxable value resulted in a increase in General Fund property tax revenues of \$807,520 in FY23.

OTHER CITY TAXES - The Hotel/Motel tax revenues continue a steady increase due to an improving local economy, which resulted in an increase in sales.

<u>LICENSES AND PERMITS</u> – As a rule, licenses and permits do not fluctuate significantly. The one exception to that is building permits. The City has been experiencing an increase in residential and commercial building activity and that is reflected in the increase in building permits from early in the 1990's to current.

<u>USE OF MONEY AND PROPERTY</u> - Interest rates fluctuate from year to year due to varying interest rates and investment balances.

Replacement and Population Allocation are shared revenues from the State general fund and are distributed to the cities based on population. After the City's budget was certified in FY04, the state legislature cut this funding to cities. Therefore, this revenue has not been included since the FY05 budget.

<u>INTERGOVERNMENTAL/OTHER STATE GRANTS & REIMBURSEMENTS</u> – All City departments are encouraged to apply for state and federal grants to supplement other revenues. The City has experienced a certain amount of success in acquiring cultural and public safety grants. New since FY15 is the State Backfill which is included in this category. This amount represents some of the loss caused by the rollback on commercial properties.

<u>INTERGOVERNMENTAL/LOCAL GRANTS & REIMBURSEMENTS</u> — The City of Cedar Falls provides services to other entities in the City, such as fire and police protection to the University of Northern Iowa. These have increased annually along with increases in the student population. The Cedar Falls Utilities transfers a percentage of their profits to the City per resolution. This amount has remained stable over the past few years.

MISCELLANEOUS – State regulators require that all these items be categorized as miscellaneous revenues. Fluctuations in the miscellaneous areas are a result of normal activity.

<u>TRANSFERS</u> – Transfers are transactions between funds of the City, including the transfer from the Trust and Agency levy that levies for benefits outside of the \$8.10 limit.



01-Mar-22

### **CITY OF CEDAR FALLS FY2023 BUDGET CITY COUNCIL**

Division:

Fund: Program: Admin/Leg/Misc. General (101.1168 & 1199) General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	1,155,749	2,234,233	158,220	869,694	679,720	640,550	558,256
General	44,295	71,336	212,374	102,068	158,322	161,500	169,566
Property Tax	1,649,055	4,031,963	2,259,976	1,841,151	2,063,558	1,687,171	2,099,489
Total	\$2,849,099	\$6,337,532	\$2,630,570	\$2,812,914	\$2,901,600	\$2,489,220	\$2,827,310
% Of Total Property							
Tax Levy	8.23%	18.10%	10.09%	8.33%	8.66%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	47,783	49,275	52,410	49,845	53,110	54,700	56,330
Commodities	32,243	29,392	0	29,400	0	0	0
Service Charges	797,824	869,402	927,160	719,669	1,026,990	1,047,520	1,068,480
Capital Outlay	o	0	1,450,000	1,700,000	1,821,500	1,387,000	1,702,500
Transfer	1,971,249	5,389,463	201,000	314,000	0	0	0
Total	\$2,849,099	\$6,337,532	\$2,630,570	\$2,812,914	\$2,901,600	\$2,489,220	\$2,827,310

01-Mar-22

### CITY OF CEDAR FALLS FY2023 BUDGET MAYOR

Division:

Mayor's Office

Fund: Program: General (101.1158) General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	127,264	114,658	36,800	63,502	36,800	70,810	72,934
General	3,198	1,114	10,052	5,412	9,642	8,880	7,292
Property Tax	9,087	25,720	105,338	92,763	109,688	80,620	84,384
Total	\$139,548	\$141,492	\$152,190	\$161,676	\$156,130	\$160,310	\$164,610
% Of Total Property Tax Levy	0.05%	0.12%	0.47%	0.42%	0.46%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	130,138	131,950	137,080	149,967	139,240	143,420	147,720
Commodities	712	1,067	3,800	1,267	3,800	3,800	3,800
Service Charges	8,698	8,475	10,810	9,942	12,590	12,590	12,590
Capital Outlay	0	0	500	500	500	500	500
Total	\$139,548	\$141,492	\$152,190	\$161,676	\$156,130	\$160,310	\$164,610

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	1.08	1.08	1.10	1.10	1.10	1.10	1.10
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.08	1.08	1.10	1.10	1.10	1.10	1.10

# City Administrator \$694,990

01-Mar-22

### CITY OF CEDAR FALLS FY2023 BUDGET CITY ADMINISTRATOR

Division:

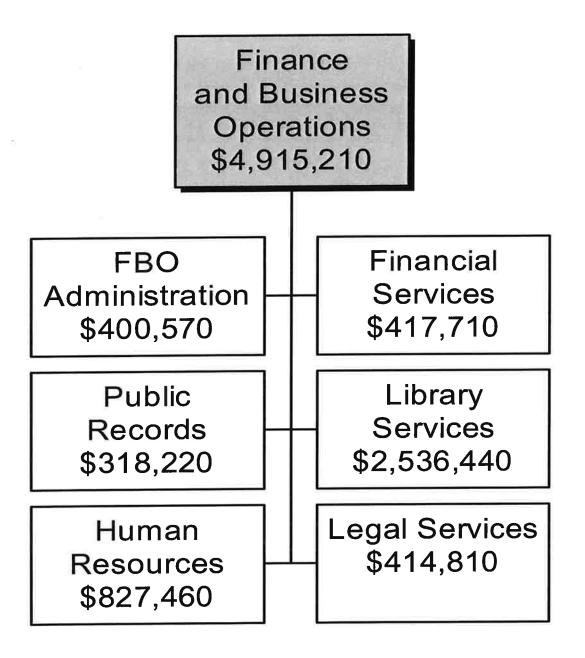
City Administrator

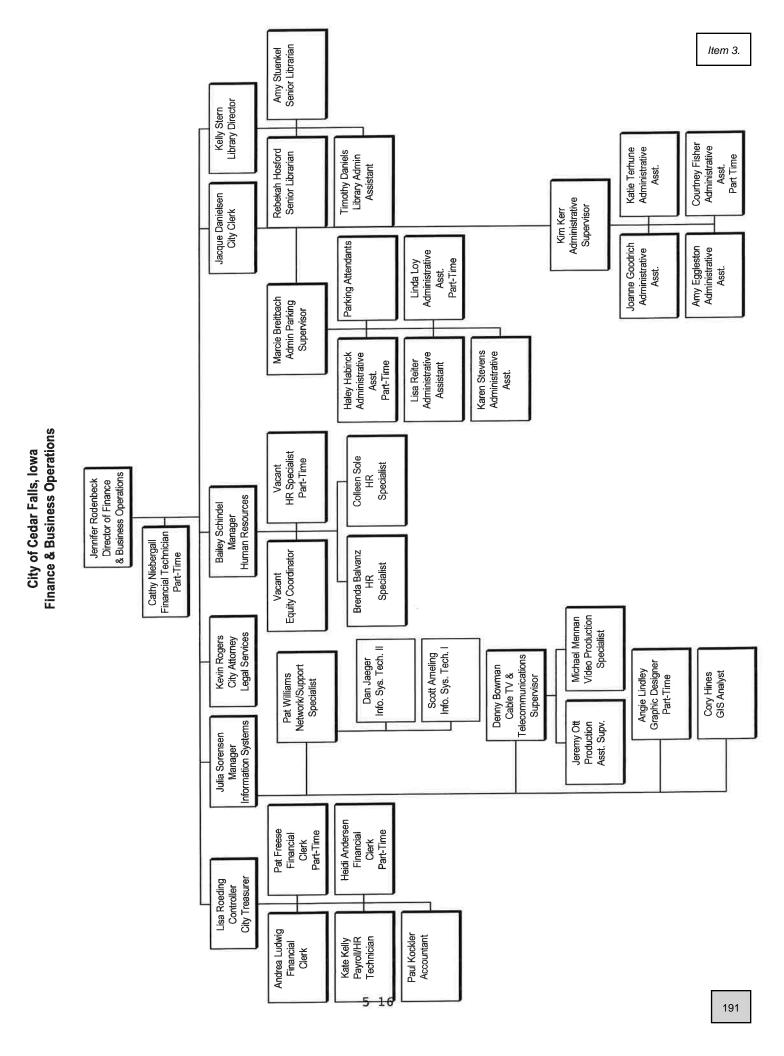
Fund: Program: General (101.1118) General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	390,520	405,820	96,510	92,361	55,084	109,054	72,934
General	11,051	6,163	54,246	33,863	58,174	74,296	7,292
Property Tax	39,044	82,636	507,954	498,919	581,732	526,570	645,074
Total	\$440,615	\$494,619	\$658,710	\$625,142	\$694,990	\$709,920	\$725,300
% Of Total Property Tax Levy	0.20%	0.37%	2.27%	2.25%	2.44%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	422,657	450,393	469,420	468,603	497,630	512,560	527,940
Commodities	614	594	500	622	500	500	500
Service Charges	17,344	43,632	188,190	155,317	196,260	196,260	196,260
Capital Outlay	0	0	600	600	600	600	600
Total	\$440,615	\$494,619	\$658,710	\$625,142	\$694,990	\$709,920	\$725,300

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	3.02	3.02	3.05	3.05	3.05	3.05	3.05
Part-Time	0.00	0.00	0.00	0.00	0.10	0.10	0.10
Total	3.02	3.02	3.05	3.05	3.15	3.15	3.15





01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Division:

FBO/Administration General (101.1028) General Government

Fund: Program:

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	0	О	61,750	0	9,968	23,005	13,000
General	0	4,708	21,435	18,232	36,637	36,088	31,047
Property Tax	0	259,749	207,895	264,808	353,966	255,567	279,453
Total	\$0	\$264,457	\$291,080	\$283,040	\$400,570	\$314,660	\$323,500
% Of Total Property Tax Levy	0.00%	1.19%	0.93%	1.20%	1.49%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	0	260,249	275,060	269,254	286,200	294,790	303,630
Commodities	0	834	400	772	600	600	600
Service Charges	0	3,374	15,120	12,514	18,770	18,770	18,770
Capital Outlay	0	0	500	500	500	500	500
Transfers	0	0	0	0	94,500	0	0
Total	\$0	\$264,457	\$291,080	\$283,040	\$400,570	\$314,660	\$323,500

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full-Time Part-Time	1.00 0.73	1.00 0.73	1.00 0.73	1.00 0.73	1.00 0.73	1.00 0.73	1.00 0.73
Total	1.73	1.73	1.73	1.73	1.73	1.73	1.73

01-Mar-22

# CITY OF CEDAR FALLS **FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division:

FBO/Financial Services

General (101.1028)

Fund:

General Government Program:

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	416,153	352,565	223,515	277,594	171,733	320,415	318,881
General	20,128	6,016	17,755	6,846	18,187	4,957	5,225
Property Tax	485,665	412,601	219,970	163,585	227,791	103,888	116,534
Total	\$921,946	\$771,182	\$461,240	\$448,024	\$417,710	\$429,260	\$440,640
% Of Total Property Tax Levy	2.44%	1.85%	0.98%	0.74%	0.96%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Service Charges Capital Outlay	727,063 7,045 187,838 0	571,318 4,056 195,761 47	405,650 12,200 40,390 3,000	399,434 5,200 40,390 3,000	368,410 12,200 34,100 3,000	379,460 12,200 34,100 3,500	390,840 12,200 34,100 3,500
Total	\$921,946	\$771,182	\$461,240	\$448,024	\$417,710	\$429,260	\$440,640

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:	4.40	3.73	3.73	3.73	3.00	3.00	3.00
Full-Time Part-Time	0.93	0.98	0.98	0.98	0.98	0.98	0.98
Total	5.33	4.71	4.71	4.71	3.98	3.98	3.98

01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Division: Fund: FBO/Human Resources General (101.1038)

Program:

General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	0	0	0	0	0	0	0
General	0	0	59,345	34,744	75,293	105,804	86,573
Property Tax	0	0	538,105	499,666	752,167	737,776	773,617
Total	\$0	\$0	\$597,450	\$534,409	\$827,460	\$843,580	\$860,190
% Of Total Property Tax Levy	0.00%	0.00%	2.40%	2.32%	3.16%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	0	0	353,700	291,094	537,420	553,540	570,150
Commodities	0	0	1,500	1,065	1,500	1,500	1,500
Service Charges	0	0	241,750	241,750	288,040	288,040	288,040
Capital Outlay	0	0	500	500	500	500	500
Total	\$0	\$0	\$597,450	\$534,409	\$827,460	\$843,580	\$860,190

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full-Time Part-Time	0.00 0.00	3.00 0.00	3.00 0.00	3.00 0.00	4.70 0.73	4.70 0.73	4.70 0.73
Total	0.00	3.00	3.00	3.00	5.43	5.43	5.43

01-Mar-22

### **CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division:

FBO/Legal Services

General (101.1048) General Government

Fund:	G
Program:	G

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	145,050	161,867	110,390	171,715	110,390	200,856	206,506
General	15,398	6,863	28,360	13,944	28,279	26,746	21,495
Property Tax	364,088	368,908	256,920	205,369	276,141	193,717	200,029
Total	\$524,536	\$537,637	\$395,670	\$391,028	\$414,810	\$421,320	\$428,030
% Of Total Property Tax Levy	1.82%	1.66%	1.15%	0.93%	1.16%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Service Charges Capital Outlay	280,826 8,311 235,399 0	300,908 7,802 228,927 0	206,110 11,350 178,210 0	208,661 8,695 173,672 0	217,160 9,850 187,800 0	223,670 9,850 187,800 0	230,380 9,850 187,800 0
Total	\$524,536	\$537,637	\$395,670	\$391,028	\$414,810	\$421,320	\$428,030

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:	2.10	1.10	1.12	1.12	1.12	1.12	1.12
Full-Time Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.10	1.10	1.12	1.12	1.12	1.12	1.12

01-Mar-22

# **CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division:

FBO/Public Records

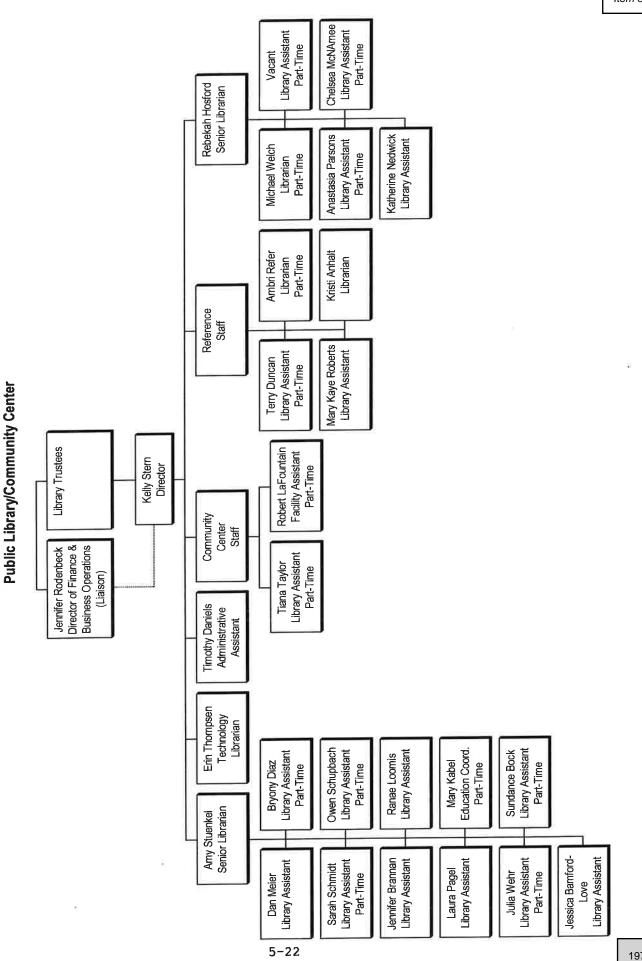
Program:

General (101.1008) Fund: General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	238,120	177,420	215,725	226,385	153,586	228,959	220,683
General	832	1,379	6,101	1,564	10,871	5,094	5,874
Property Tax	46,404	130,838	112,964	83,381	153,763	92,827	109,242
Total	\$285,355	\$309,636	\$334,790	\$311,330	\$318,220	\$326,880	\$335,800
% Of Total Property Tax Levy	0.23%	0.59%	0.50%	0.38%	0.65%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	268,043	294,029	308,710	288,747	288,730	297,390	306,310
Commodities	3,671	3,391	6,000	3,875	6,000	6,000	6,000
Service Charges	13,641	12,216	18,580	17,208	21,990	21,990	21,990
Capital Outlay	0	0	1,500	1,500	1,500	1,500	1,500
Total	\$285,355	\$309,636	\$334,790	\$311,330	\$318,220	\$326,880	\$335,800

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	2.77	3.00	3.43	3.43	2.88	2.88	2.88
Part-Time	1.06	1.24	0.41	0.41	0.41	0.41	0.41
Total	3.83	4.24	3.84	3.84	3.29	3.29	3.29



City of Cedar Falls, lowa

01-Mar-22 Genfund2

# CITY OF CEDAR FALLS **FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

Division:

FBO/Library

Fund:

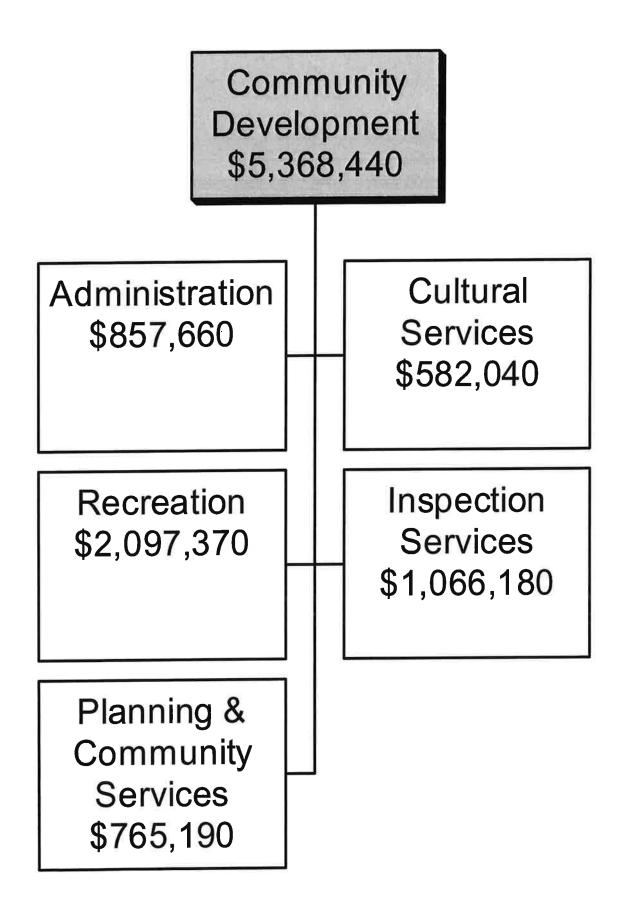
General (101.3460) Culture & Recreation

Program:

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	197,178	203,050	141,500	129,968	141,500	142,500	143,500
General	52,992	27,073	158,306	104,174	163,461	231,741	188,707
Property Tax	1,803,995	2,050,236	2,021,534	2,056,596	2,231,479	2,230,259	2,320,253
Total	\$2,054,165	\$2,280,358	\$2,321,340	\$2,290,738	\$2,536,440	\$2,604,500	\$2,652,460
% Of Total Property Tax Levy	9.04%	9.21%	9.03%	9.28%	9.36%		

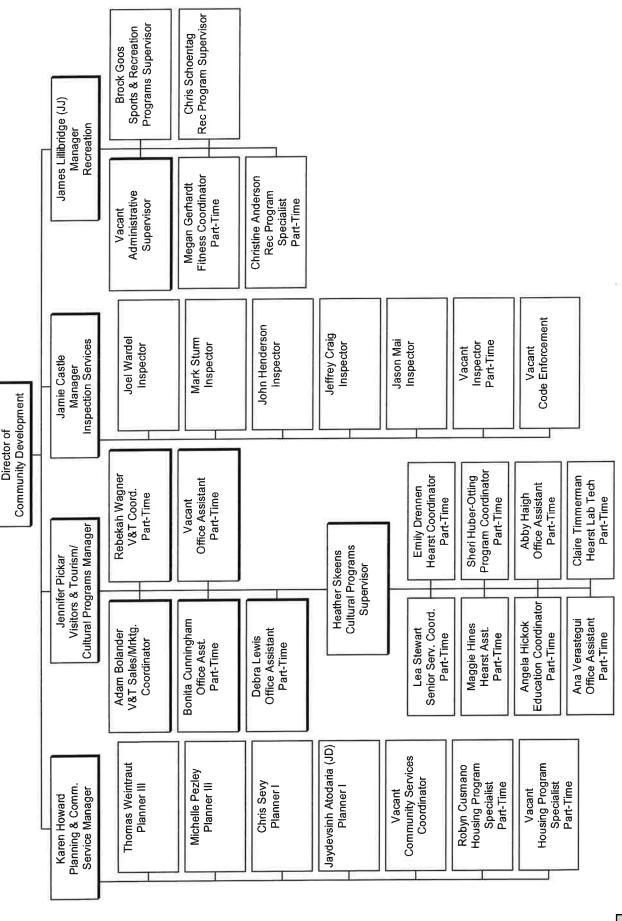
Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	1,240,944	1,346,132	1,437,050	1,401,588	1,551,970	1,598,530	1,646,490
Commodities	39,045	38,113	65,700	42,511	65,700	65,700	65,700
Services and Charges	590,493	711,974	610,420	638,470	717,940	717,940	717,940
Capital Outlay	32,376	13,473	21,360	21,360	3,500	25,000	25,000
Transfer	151,307	170,666	186,810	186,810	197,330	197,330	197,330
Total	\$2,054,165	\$2,280,358	\$2,321,340	\$2,290,738	\$2,536,440	\$2,604,500	\$2,652,460

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full-Time Part-Time	11.00 12.97	12.00 13.46	12.00 12.69	12.00 12.69	13.00 11.75	14.00 11.02	15.00 10.29
Total	23.97	25.46	24.69	24.69	24.75	25.02	25.29



# City of Cedar Falls Community Development

Stephanie Houk Sheetz



Genfund2 01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division:

CD/Administration General (101.2205)

Fund: Program:

Community and Economic

Development

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct		559,547	323,750	592,330	592,000	592,000	592,000
General	7,423	4,270	28,795	4,345	20,868	72,927	59,197
Property Tax	179,657	265,902	292,835	117,677	244,792	498,673	518,423
Total	\$187,080	\$829,719	\$645,380	\$714,351	\$857,660	\$1,163,600	\$1,169,620
% Of Total							
Property Tax Levy	0.90%	1.19%	1.31%	0.53%	1.03%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	176,268	172,588	187,080	180,464	194,690	200,530	206,550
Commodities	725	647	4,380	2,517	4,380	4,380	4,380
Services and Charges	10,087	656,484	453,920	531,370	658,590	958,590	958,590
Capital Outlay	0	0	0	0	0	100	100
Total	\$187,080	\$829,719	\$645,380	\$714,351	\$857,660	\$1,163,600	\$1,169,620

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	1.15	1.05	1.05	1.05	1.05	1.05	1.05
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.15	1.05	1.05	1.05	1.05	1.05	1.05

01-Mar-22

# **CITY OF CEDAR FALLS FY2023 BUDGET** DEPARTMENT OF COMMUNITY DEVELOPMENT

Division:

CD/Admin-MOP

Fund:

General (101.3403)

Culture & Recreation Program:

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	575,821	0	0	0	0	0	0
General	4,675	0	0	0	0	0	0
Property Tax	168,811	0	0	0	0	0	0
Total	\$749,307	\$0	\$0	\$0	\$0	\$0	\$0
% Of Total Property Tax Levy	0.85%	0.00%	0.00%	0.00%	0.00%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	57,511	0	0	0	0	0	0
Commodities	0	0	0	0	0	0	0
Services and Charges	691,796	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0	0
Total	\$749,307	\$0	\$0	\$0	\$0	\$0	\$0

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full-Time Part-Time	1.50 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
Total	1.50	0.00	0.00	0.00	0.00	0.00	0.00

Genfund2 01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division: CD/Inspection Services
Fund: General (101.2235)
Program: Public Safety

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	486,526	697,320	660,000	572,214	655,000	705,000	927,220
General	13,976	17	19,329	13,661	23,887	28,897	0
Property Tax	395,332	169,406	318,451	333,758	387,293	359,573	194,359
Total	\$895,835	\$866,743	\$997,780	\$919,632	\$1,066,180	\$1,093,470	\$1,121,580
% Of Total Property Tax Levy	1.98%	0.76%	1.42%	1.51%	1.63%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges Capital Outlay	791,271 24,496 80,068 0	739,213 32,617 94,913 0	858,610 32,700 105,720 750	790,971 32,700 95,211 750	909,560 32,700 123,170 750	936,850 32,700 123,170 750	964,960 32,700 123,170 750
Total	\$895,835	\$866,743	\$997,780	\$919,632	\$1,066,180	\$1,093,470	\$1,121,580

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:				0.55	0.75	0.75	8.75
Full-Time	8.87	8.62	8.55	8.55	8.75	8.75	
Part-Time	1.18	0.79	1.31	1.31	1.31	1.31	1.31
Total	10.05	9.41	9.86	9.86	10.06	10.06	10.06

01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division:

CD/Planning & Community

Services

Fund:

General (101.2245) Community & Econ. Dev.

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P	ro	ar	а	m	:

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	264,647	453,308	435,000	438,748	435,000	260,000	265,000
General	12,603	1,866	33,601	19,409	24,832	103,589	79,724
Property Tax	315,523	193,345	351,559	326,052	305,358	708,531	704,926
Total	\$592,773	\$648,519	\$820,160	\$784,209	\$765,190	\$1,072,120	\$1,049,650
% Of Total Property Tax Levy	0.06%	0.01%	1.57%	1.47%	1.28%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges Capital Outlay	382,342 4,921 205,510 0	462,439 3,976 182,104 0	543,120 10,400 266,550 90	528,693 4,176 251,250 90	567,340 9,800 187,960 90	584,360 9,800 187,960 290,000	601,890 9,800 187,960 250,000
Total	\$592,773	\$648,519	\$820,160	\$784,209	\$765,190	\$1,072,120	\$1,049,650

Auth. Positions	Actuai 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:			F. F.F.	F. F. F.	5 60	5.60	5.60
Full-Time	4.45	5.55	5.55	5.55	5.60		
Part-Time	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Total	4.55	5.65	5.65	5.65	5.70	5.70	5.70

01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division:

CD/Cultural Services

Fund: Program: General (101.3480) Culture & Recreation

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	170.907	170,907	126,420	181,363	188,050	189,100	190,100
General	17,671	17,671	39,617	18,916	36,093	46,304	38,376
Property Tax	256,222	216,374	359,433	280,379	357,897	324,806	344,264
Total	\$444,800	\$404,952	\$525,470	\$480,659	\$582,040	\$560,210	\$572,740
% Of Total Property Tax Levy	1.28%	0.97%	1.59%	1.28%	1.50%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges Capital Outlay	324,716 19,947 97,619 2,518	303,793 19,356 79,689 2,114	390,680 23,600 97,190 14,000	365,485 21,152 80,022 14,000	405,570 24,700 117,770 34,000	417,740 24,700 117,770 0	430,270 24,700 117,770 0
Total	\$444,800	\$404,952	\$525,470	\$480,659	\$582,040	\$560,210	\$572,740

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:		1			4.00	4.00	1.00
Full-Time	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Part-Time	6.43	7.08	6.35	6.35	6.35	6.35	6.35
Total	7.43	8.08	7.35	7.35	7.35	7.35	7.35

Property Tax Levy

01-Mar-22

### CITY OF CEDAR FALLS FY2023 BUDGET **DEPARTMENT OF COMMUNITY DEVELOPMENT**

Division:

CD/Recreation

Fund:

General (101.3453) Culture & Recreation

Program:

3.93%

**Budgeted Proposed** Proposed **Budgeted Projected** Actual **Actual** 2021/2022 2022/2023 2023/2024 2024/2025 2021/2022 2020/2021 2019/2020 Revenue 0 0 0 0 0 0 Cash 1,245,000 1,230,000 1,073,600 1,179,860 1,073,600 1,291,357 1,291,357 Direct 86,740 102,005 84,277 69,383 1,194 82,348 General 11,770 804,985 848,523 1,048,134 937,030 256,872 838,132 351,377 Property Tax \$2,177,800 \$2,097,370 \$2,136,990 \$2,297,376 \$1,549,423 \$1,994,080 \$1,654,504 Total % Of Total

3.74%

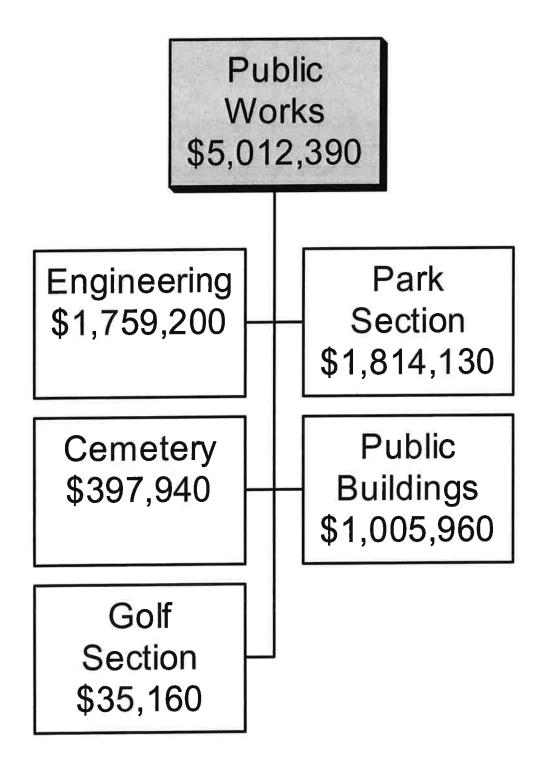
1.15%

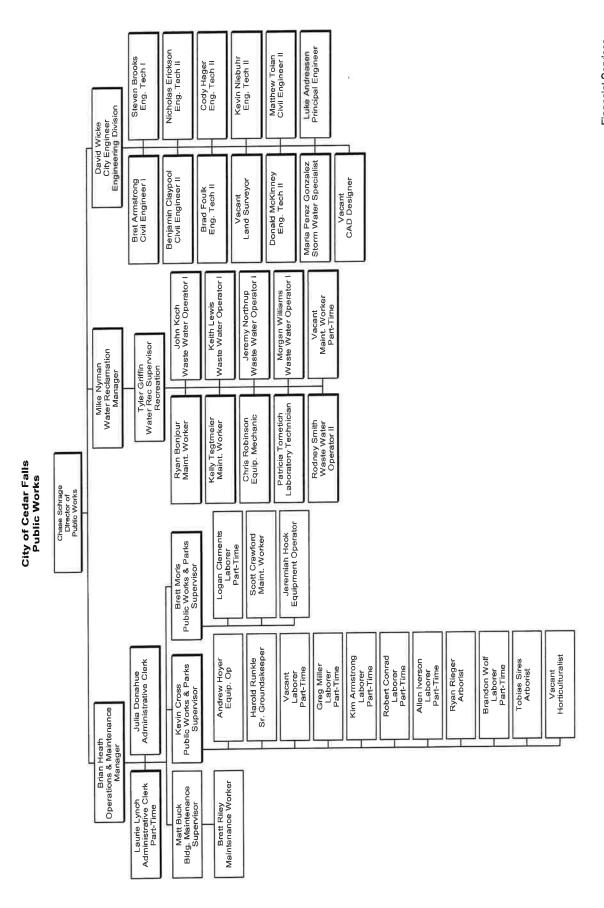
1.76%

4.73%

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	1,059,210	929,884	1,257,710	1,561,054	1,320,810	1,360,430	1,401,240
Commodities	123,121	84,379	188,010	187,962	188,010	188,010	188,010
Services and Charges	472,173	385,160	548,360	548,360	588,550	588,550	588,550
Capital Outlay	0	0	0	0	0	0	0
Transfers	0	150,000	0	0	0	0	0
Total	\$1,654,504	\$1,549,423	\$1,994,080	\$2,297,376	\$2,097,370	\$2,136,990	\$2,177,800

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:		4.00	4.00	4.00	4.00	4.00	4.00
Full-Time	4.00	4.00	4.00	4.00			
Part-Time	30.23	30.96	30.96	30.96	30.96	30.96	30.96
Total	34.23	34.96	34.96	34.96	34.96	34.96	34.96





Financial Services January 17, 2022

01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

PW/Engineering Services

Fund: Program: General (101.2225) Public Works

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	388,373	576,569	753,000	363,023	753,000	770,000	772,000
General	45,251	11,219	78,023	70,785	73,114	103,855	87,684
Property Tax	1,123,605	817,746	897,097	1,158,022	933,086	931,775	993,756
Total	\$1,557,228	\$1,405,533	\$1,728,120	\$1,591,829	\$1,759,200	\$1,805,630	\$1,853,440
% Of Total Property Tax Levy	5.63%	3.67%	4.01%	5.23%	3.92%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges Capital Outlay	1,231,688 15,493 310,047	1,237,113 14,382 154,038 0	1,516,410 26,400 180,310 5,000	1,336,802 15,423 234,605 5,000	1,531,070 27,600 195,530 5,000	1,577,000 27,600 196,030 5,000	1,624,310 27,600 196,530 5,000
Total	\$1,557,228	\$1,405,533	\$1,728,120	\$1,591,829	\$1,759,200	\$1,805,630	\$1,853,440

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full-Time Part-Time	12.43 0.65	13.71 1.05	13.68 1.22	13.68 1.22	13.78 1.22	13.78 1.22	13.78 1.22
Total	13.08	14.76	14.90	14.90	15.00	15.00	15.00

01-Mar-22

### **CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS**

Division:

PW/Cemetery

neral (101.3413) ture & Recreation

-und:	Gen
Program:	Cult

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	a 0
Direct	126,763	139,773	134,430	139,600	130,030	131,000	131,500
General	6,968	1,979	19,089	13,971	20,449	29,106	24,293
Property Tax	180,082	157,709	219,171	241,240	247,461	247,034	261,847
Total	\$313,813	\$299,461	\$372,690	\$394,811	\$397,940	\$407,140	\$417,640
% Of Total Property Tax Levy	0.90%	0.71%	0.98%	1.09%	1.04%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	253,818	262,999	331,620	356,288	339,870	350,070	360,570
Commodities	2,537	14,014	15,000	14,643	15,000	15,000	15,000
Services and Charges	46,353	22,448	25,070	22,880	42,070	42,070	42,070
Capital Outlay	11,105	0	1,000	1,000	1,000	0	0
Total	\$313,813	\$299,461	\$372,690	\$394,811	\$397,940	\$407,140	\$417,640

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:						0.40	0.40
Full-Time	2.00	2.05	3.10	3.10	3.10	3.10	3.10
Part-Time	2.45	3.45	2.73	2.73	2.73	2.73	2.73
Total	4.45	5.50	5.83	5.83	5.83	5.83	5.83

01-Mar-22

### CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

PW/Golf

Fund: Program: General (101.3423) Culture & Recreation

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	7,179	8,188	26,650	6,797	6,650	10,000	10,000
General	1,634	565	. 0	О	2,987	0	0
Property Tax	36,319	26,378	0	0	25,523	25,160	25,160
Total	\$45,132	\$35,131	\$26,650	37,130	\$35,160	\$35,160	\$35,160
% Of Total							39
Property Tax Levy	0.18%	0.12%	0.00%	0.00%	0.11%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	1,642	0	0	0	0	0	0
Commodities	0	0	0	0	0	0	0
Services and Charges	43,490	35,131	26,650	37,130	35,160	35,160	35,160
Capital Outlay	0	0	0	0	0	0	0
Total	\$45,132	\$35,131	\$26,650	\$37,130	\$35,160	\$35,160	\$35,160

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Genfund2 01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

PW/Park

Fund: •
Program:

General (101.3433) Culture & Recreation

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	79,337	71,345	48,970	79,014	81,590	91,590	91,590
General	56,631	27,656	165,326	114,567	163,280	219,377	179,214
Property Tax	1,341,891	1,449,583	1,471,054	1,586,134	1,569,260	1,476,653	1,547,186
Total	\$1,477,860	\$1,548,583	\$1,685,350	\$1,779,716	\$1,814,130	\$1,787,620	\$1,817,990
% Of Total Property Tax Levy	6.72%	6.51%	6.57%	7.16%	6.59%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	770,773	911,088	889,030	1,086,381	982,940	1,012,430	1,042,800
Commodities	103,988	62,858	131,910	63,933	131,910	131,910	131,910
Services and Charges	520,456	437,531	519,530	484,522	561,280	561,280	561,280
Capital Outlay	82,643	137,106	144,880	144,880	138,000	82,000	82,000
Total	\$1,477,860	\$1,548,583	\$1,685,350	\$1,779,716	\$1,814,130	\$1,787,620	\$1,817,990

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	5.25	5.00	5.00	5.00	6.00	6.00	6.00
Part-Time	11.98	12.71	11.98	11.98	11.98	11.98	11.98
Total	17.23	17.71	16.98	16.98	17.98	17.98	17.98

01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

PW/Public Buildings

Fund: Program: General (101.6616) General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	77,918	80,942	83,020	79,520	80,540	82,900	85,330
General	27,295	17,755	82,009	53,474	93,918	133,984	96,157
Property Tax	621,519	861,191	678,191	693,889	831,502	792,266	730,973
Total	\$726,732	\$959,888	\$843,220	\$826,882	\$1,005,960	\$1,009,150	\$912,460
% Of Total				0.400			
Property Tax Levy	3.11%	3.87%	3.03%	3.13%	3.49%		

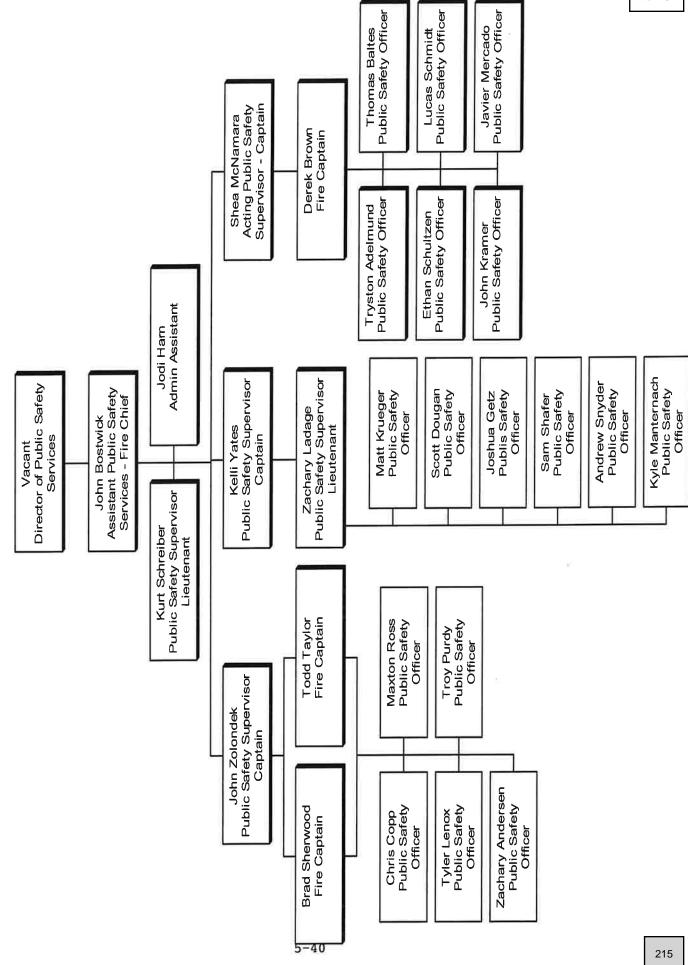
Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges Capital Outlay	128,402 92,767 475,77,5 29,788	134,981 97,925 499,279 227,703	134,110 137,930 494,180 77,000	151,287 97,487 501,108 77,000	139,570 141,930 522,460 202,000	143,760 141,930 522,460 201,000	148,070 141,930 522,460 100,000
Total	\$726,732	\$959,888	\$843,220	\$826,882	\$1,005,960	\$1,009,150	\$912,460

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	1.50	1.50	1.50	1.50	1.50	1.50	1.50
Part-Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	1.50	1.50	1.50	1.50	1.50	1.50	1.50

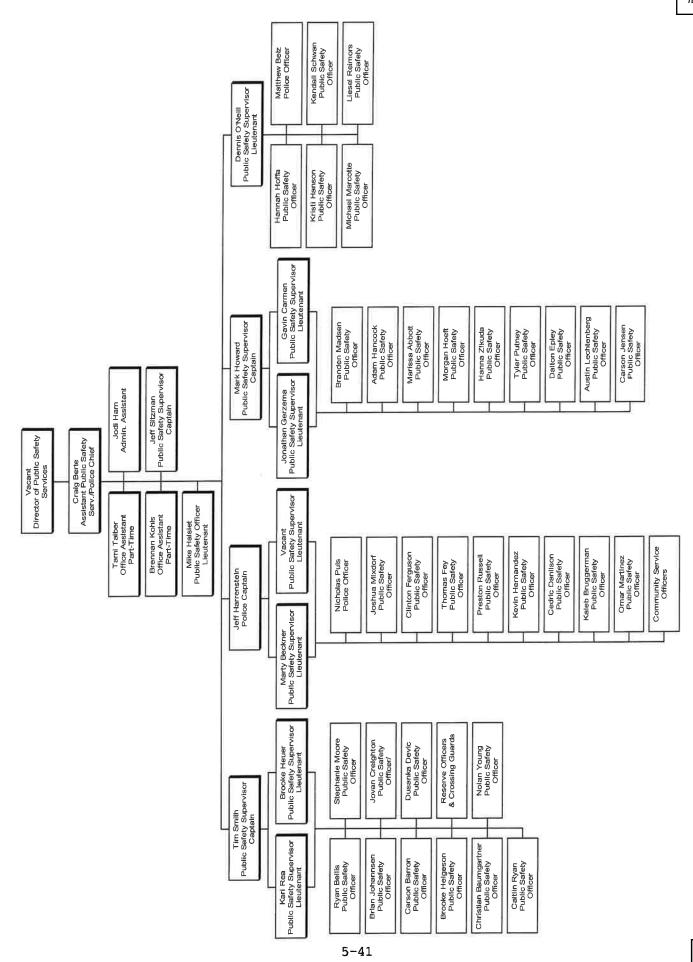
Public Safety Services \$10,653,670

Fire Police \$6,720,330

# City of Cedar Falls Public Safety Services - Fire Division



# City of Cedar Falls Public Safety Services - Police Division



Genfund2

01-Mar-22

## CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC SAFETY SERVICES

Division:

PSS/Fire Operations General (101.4511)

Fund: Program:

Public Safety

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	754,971	789,716	919,030	926,853	911,390	938,360	965,990
General	137,147	51,928	269,485	193,901	257,013	349,771	287,400
Property Tax	3,193,328	2,750,041	2,687,775	2,748,375	2,764,937	2,716,669	2,852,640
Total	\$4,085,446	\$3,591,685	\$3,876,290	\$3,869,129	\$3,933,340	\$4,004,800	\$4,106,030
% Of Total							
Property Tax Levy	19.17%	15.52%	15.41%	15.67%	14.32%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges	3,525,038 60,919 473,963	2,981,934 47,810 554,233	3,149,000 112,500 614,790	3,158,692 101,277 604,159	3,086,940 115,000 710,400	3,179,400 115,000 710,400	3,274,630 115,000 710,400
Capital Outlay	25,526	7,708	0	5,000	21,000	0	6,000
Total	\$4,085,446	\$3,591,685	\$3,876,290	\$3,869,129	\$3,933,340	\$4,004,800	\$4,106,030

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:		II					
Full-Time	24.91	24.93	29.10	29.10	27.85	27.85	27.85
Part-Time	0.60	0.00	0.00	0.00	0.00	0.00	0.00
Total	25.51	24.93	29.10	29.10	27.85	27.85	27.85

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available. In addition, cross trained, alternative staff are not included in these figures.

Genfund2 01-Mar-22

## CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC SAFETY SERVICES

Division: PSS/Police Operations Fund: General (101.5521) Program: Public Safety

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cash	0	0	0	0	0	0	0
Direct	194,268	143,845	162,500	131,109	152,500	152,500	152,500
General	229,176	107,526	613,642	407,418	591,303	866,402	692,866
Property Tax	5,365,072	5,608,978	5,693,298	5,574,692	5,976,527	6,013,108	6,183,704
Total	\$5,788,516	\$5,860,349	\$6,469,440	\$6,113,220	\$6,720,330	\$7,032,010	\$7,029,070
% Of Total							
Property Tax Levy	31.08%	29.39%	29.59%	29.50%	28.40%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Services and Charges Capital Outlay	4,572,526 133,456 1,052,335 30,199	4,670,071 89,044 1,086,610 14,624	4,985,090 177,300 1,263,300 43,750	4,757,270 90,083 1,222,117 43,750	5,147,530 183,800 1,333,250 55,750	5,301,960 183,800 1,333,250 213,000	5,461,020 183,800 1,333,250 51,000
Total	\$5,788,516	\$5,860,349	\$6,469,440	\$6,113,220	\$6,720,330	\$7,032,010	\$7,029,070

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full-Time	54.50	54.17	48.00	48.00	47.75	47.75	47.75
Part-Time	6.93	7.56	8.01	8.01	8.46	8.46	8.46
Total	61.43	61.73	56.01	56.01	56.21	56.21	56.21

NOTE: The number of part-time positions are estimates. Data relative to full-time employees is in full-time equivalents (FTE) and not actual positions available. In addition, cross trained, alternative staff are not included in these figures.

### OTHER FUND REVENUE SUMMARY

	FY20 Actual	FY21 Actual	FY22 Budgeted	FY22 Projected	FY23 Budgeted	FY24 Proposed	FY25 Proposed
Cable TV							
Cable Television	518,451	490,235	515,000	486,786	485,000	485,000	485,000
Peg Fees	35,076	31,415	40,000	29,692	40,000	40,000	40,000
Interest	47,427	23,031	25,000	4,416	10,000	15,000	20,000
Miscellaneous	1,405	4,120	1,500	831	1,500	1,500	1,500
Total Revenue	602,359	548,800	581,500	521,724	536,500	541,500	546,500
Data Processing							
Data Processing	1,146,940	989,300	1,221,650	1,221,650	1,615,970	1,764,390	1,847,950
Interest Income	33,555	16,741	0	31,090	0	0	0
Transfers	0	0	0	0	800,000	0	
Total Revenue	1,180,495	1,006,041	1,221,650	1,252,740	2,415,970	1,764,390	1,847,950
Parking Fund							
Meter Collections	4,332	5,806	25,000	15,758	15,000	15,000	15,000
Parking Violations	146,652	84,688	160,000	159,927	160,000	160,000	160,000
Parking Permits	23,521	7,724	30,000	9,012	25,000	25,000	25,000
Miscellaneous Income	О	0	0	0	0	0	0
Interest	21,126	9,220	3,000	1,386	3,000	3,000	3,000
Total Revenue	195,630	107,438	218,000	186,084	203,000	203,000	203,000
Vehicle Replacement							
Vehicle Rental Fees	330,000	340,000	449,000	449,000	459,000	400,000	400,000
Total Revenue	330,000	340,000	449,000	449,000	459,000	400,000	400,000
Debt Service							
Debt Srvc Tax - Property	867,817	675,799	661,100	654,489	1,061,750	1,269,000	1,266,650
Debt Service TIF	2,710,406	3,179,651	3,324,970	3,291,720	3,482,790	3,500,000	3,500,000
Debt Service Utilities	27,407	20,780	0	0	0	0	0
Debt Service Transfer	1,658,135	1,656,475	2,880,860	2,880,860	2,538,670	2,734,820	2,723,320
Debt Service - Misc.	0	0	0	17,366	0	0	0
Total Revenue	5,263,765	5,532,704	6,866,930	6,844,435	7,083,210	7,503,820	7,489,970
Hospital							
Interest Income	460,112	153,233	366,610	173,165	145,720	150,000	160,000
Lease Income	31,796	31,796	31,800	31,800	31,800	31,800	31,800
Sewer Farm Lease	118,340	118,340	125,000	125,000	125,000	125,000	125,000
Miscellaneous	640,000	866,660	640,000	640,000	640,000	640,000	640,000
Total Revenue	1,250,248	1,170,029	1,163,410	969,965	942,520	946,800	956,800
Trust & Agency							
Retirement & Pension	1,470,662	1,637,803	1,699,310	1,682,317	1,136,090	1,684,530	2,053,590
Trust & Ag. Prop Tax Ger	1,570,697	2,656,512	2,483,090	2,495,796	3,067,310	2,850,320	2,934,750
S.S.M.I.Ddowntown	190,480	273,006	4,600	65,979	48,880	50,000	52,000
S.S.M.I.Dcollege hill	15,732	31,820	19,950	27,477	23,930	25,000	26,000
Interest Income	115,336	135,227	118,700	70,163	52,770	55,000	56,000
Total Revenue	3,362,907	4,734,368	4,325,650	4,341,732	4,328,980	4,664,850	5,122,340

Item 3.

	FY20 Actual	FY21 Actual	FY22 Budgeted	FY22 Projected	FY23 Budgeted	FY24 Proposed	FY25 Proposed
Gen. Oblig. Bond							
Bond Proceeds	34,300	3,602,719	2,133,000	o	1,885,000	2,319,250	2,117,50
Federal/State Funding	1,245,402	854,532		1,507,000	6,425,000	0	
Interest Income	46,275	0	0	o	o	0	
Miscellaneous	102,924	165,455	0	0	500,000	0	
Total Revenue	1,428,901	4,622,706	3,640,000	1,507,000	8,810,000	2,319,250	2,117,50
TIF Bond Funds							
Bond Proceeds	ol	0	o	o	0	0	
Federal/State Funding	ol	0	o	o	0	0	
TIF Transfer	594,004	1,458,402	6,646,260	o	5,985,020	6,055,000	6,170,00
Interest Income	o	0	0	o	0	0	
Miscellaneous	266,034	926,100	0	5,981,500	o	О	
Total Revenue	860,037	2,384,502	6,646,260	5,981,500	5,985,020	6,055,000	6,170,00
Street Repairs		7					
Local Sales Tax	5,174,075	6,007,690	5,200,000	7,288,797	7,200,000	7,270,000	7,340,00
Interest	334,038	195,942	60,000	40,501	40,000	30,000	40,00
Federal/State Funding	96,940	0	00,000	0	0	0	,
Ec. Development Trnsf	00,040	0	0	o	o	o	
Miscellaneous	354,497	2,715,815	0	ol	o	o	
Total Revenue	5,959,550	8,919,447	5,260,000	7,329,298	7,240,000	7,300,000	7,380,00
	3,505,000	0,010,111	0,200,000	,,,,,,,,,,,	1,210,000	.,,.	,,,,,,,
Capital Projects							
TIF - Downtown	186,410	584,193	2,535,090	2,509,739	2,253,300	2,300,000	2,400,00
Transfers	454,810	3,861,922	1,300,000	1,300,000	1,300,000	1,300,000	1,300,00
TIF -Pinnacle Prairie	0	108,376	21,870	21,651	8,090	10,000	10,00
TIF-College Hill	0	58,539	159,990	158,390	94,920	95,000	100,00
West 23rd St.	3,375	8,520	0	0	0	0	100.00
Interest Income	687,716	380,469	300,000	86,964	100,000	100,000	100,00
Federal/State Funding	2,569,423	2,812,411	1,787,400	54,370	0	0	
Capital Project Funds	57,738	41,280	281,220	121,825	0	4=0.000	400.00
TIF - South Cedar Falls	0	109,080	604,340	0	145,920	150,000	100,00
CFU Transfer	1,659,000	1,490,000	1,700,000	1,500,000	1,500,000	1,500,000	1,500,00
Miscelleneous	2,264,113	152,771	250,000	250,000	250,000	5 455 000	5 540 00
Total Revenue	7,882,585	9,607,561	8,939,910	6,002,940	5,652,230	5,455,000	5,510,00
Sr Srvc. & Com Ctr.			1		1	1	
Interest Income	0	o	o	o	0	o	
Rental Income	10,727	2,970	25,000	2,922	5,000	10,000	10,00
Miscellaneous Income	2,648	0	2,720	1,212	1,250	2,560	2,46
Trips/Buses	416	0	11,000	0	11,000	11,000	12,00
Hawkeye Valley		n	0	اَ	0	0	
	60 507	64 416	67,500	67,500	94,500	91,000	93,00
General Fund Support	60,597	64,416			111,750	114,560	117,46
Total Revenue	74,388	67,386	106,220	71,634	111,750	1 14,500	117,40
Block Grant							
Block Grant	427,353	260,469	559,230	561,000	308,210	317,460	326,99
Program Income	0	0	0	0	0	0	
Home Program Reimb.	31	28,802	0	0	0	0	226.00
Total Revenue	427,384	289,271	559,230	561,000	308,210	317,460	326,99
Housing Vouchers	l.						
	1,438,599	1,451,805	1,412,130	1,434,811	1,433,730	1,476,740	1,521,04
Housing Vouchers				, - 1		~ //	190
Housing Vouchers Interest		3,386	ol	2,095	0	0	,
Housing Vouchers Interest Program Income	10,206 0 1,448,805		0 0 1,412,130	2,095 0 <b>1,436,906</b>	0 0 1,433,730	0 0 1,476,740	1,521,040

	FY20 Actual	FY21 Actual	FY22 Budgeted	FY22 Projected	FY23 Budgeted	FY24 Proposed	FY25 Proposed
Storm Water							
Storm Water Fees	971,765	1,028,759	1,000,000	1,082,684	1,050,000	1,050,000	1,050,000
Permit & Review Fees	21,263	25,490	25,000	25,000	25,000 6,000	25,000 5,000	25,000 5,000
Interest	47,637 95,057	21,110	20,000	5,859 0	0,000	5,000	3,000
Miscellaneous Receipts Total Revenue	1,135,722	1,075,359	1,045,000	1,113,543	1,081,000	1,080,000	1,080,000
Sewer							
Sewer Rental Collections	6,708,245	7,038,502	7,100,000	7,825,604	7,918,000	8,472,260	9,063,320
Industrial User Fees	30,112	28,869	30,000	27,456	30,000	30,000	30,000
Interest Sewer Rental	224,708	124,974	150,000	25,693	50,000	60,000	60,000
Farm Rental	97,600	97,600	100,000	98,000	100,000	100,000	100,000
Sewer Rental Miscel.	4,597	14,201	5,000	4,600	5,000	5,000	5,000
Total Revenue	7,065,262	7,304,145	7,385,000	7,981,354	8,103,000	8,667,260	9,258,320
Sewer Revenue Bond	7,000,202	7,00 1,1 10	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,,,,			
	26,343	0	0	ol	o	0	(
Interest Income	659,764	1,500,000	0	0	0	12,800,000	30,000,000
Bond Proceeds	686,107	1,500,000	0	0	0	12,800,000	30,000,000
Total Revenue	666,107	1,500,000	Ĭ	Ĭ	Ĭ	12,000,000	00,000,000
Visitor & Tourism					400.000	400.000	400.000
Xfer Hotel/Motel - Visitor	389,068	377,125	218,750	396,200	400,000	400,000	400,000
Interest Income	20,173	9,129	15,000	1,485	1,500	1,000	1,000
Building Rental Fees	2,738	50	5,000	1,000	5,000	5,000	5,000
Bidg Reserve Transfer	0	0	10,940	10,940	20,000	20,000	20,000
Gift Shop Receipts	5,512	3,730	5,000	6,457	5,000	5,100	5,100
Postage Income	2,895	1,615		0	o	0	(
Tourism Marketing Trans.	70,032	67,883	39,380	39,380	94,000	94,000	94,000
Media Income	2,588	967	0	0	0	0	(
Special Projects	1,000	968	0	0	0	0	(
Brochures & Pub Income	13,134	592	0	54,465	0	0	(
Miscellaneous Income	1,218	424	6,000	6,000	6,000	6,000	6,000
Total Revenue	508,357	462,483	300,070	515,927	531,500	531,100	531,100
MOP Capital Reserves							,
Assessment Transfer	0	0	0	0	0	7,000	3.000
Softball Fees	8,773	6,760		7,403	3,000	3,000 55,000	3,000 45,000
Golf Fees	20,000	30,000		40,000 112,546	70,000 392,000	86,000	1,502,000
Rec Fees	92,254	223,219	19,000 0	5,990	392,000	00,000	1,302,000
Interest Income	68,896 0	31,483	0	1,434	ő	0	(
Library Gifts & Memorials Cultural Fees	17,770	24,605	7,000	45,323	25,000	0	(
Total Revenue	207,692	316,067	199,000	212,696	490,000	144,000	1,550,000
Refuse							
Refuse Collections	2,461,570	2,543,114	2,700,000	2,717,819	2,700,000	2,835,000	2,976,750
Transfer Station Fees	235,351	269,156		314,642	260,000	260,000	270,000
Yard Waste Fees	2,374	1,236	2,000	1,752	2,000	2,000	2,000
Bag Tags	352	522	o	83	0	0	(
Interest Refuse	119,678	58,277	50,000	11,916	20,000	25,000	27,000
Refuse Miscellaneous	54,186	48,899		14,058	20,000	20,000	20,000
Recycling	168,808	213,278		258,046	200,000	200,000	200,000
Transfer Sewer Rental	00,000	145,680		141,720	151,150	155,680	160,350
Transfer Sewer Rental  Transfer Street Const.	203,160	145,680		141,720	151,150	155,680	160,350
Transfer Street Const.  Total Revenue					3,504,300		C 47 45 28

Item 3.

	FY20 Actual	FY21 Actual	FY22 Budgeted	FY22 Projected	FY23 Budgeted	FY24 Proposed	FY25 Proposed
Landfill Cash							
Landfill Cash	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0
Sewer TIF Bond							
Interest Income	0	0	0	0	0	0	0
Bond Proceeds	0	0	0	0	0	0	0
TIF Transfer	0	0	0	0	0	0	0
Total Revenue	0	0	0	0	0	0	0
Street Construction							
Road Use Tax	5,047,157	5,879,631	5,025,280	6,327,568	5,150,190	5,190,910	5,211,260
Federal/State Funding	0	0	0	0	0	0	0
Miscellaneous	107,047	52,867	10,000	9,670	10,000	10,000	10,000
Total Revenue	5,154,204	5,932,498	5,035,280	6,337,238	5,160,190	5,200,910	5,221,260
Street Improvement Fund							
Federal/State Funding	0	0	0	0	0	0	0
Miscellaneous	3,927,548	48,750	0	0	0	0	U
Interest	3,927,548	0 <b>48,750</b>	0	0	0	0	0
Total Revenue	3,927,346	46,750	Ĭ		Ĭ	ı	1
ARPA Fund					o	0	٥
Miscellaneous	0	0	0	o n	-0	0	0
Interest Total Revenue	0	0	0	0	0	0	0
Vehicle Maintenance		45					
Veh. Maintenance Fees	1,741,050	1,707,280	1,614,680	1,614,680	1,640,010	1,698,360	1,758,470
Interest Veh. Maintenance	70,247	36,809	5,000	7,352	5,000	5,000	5,000
Veh. Maintenance Miscell	93,898	132,829	30,000	60,630	30,000	30,000	30,000
Total Revenue	1,905,195	1,876,918	1,649,680	1,682,662	1,675,010	1,733,360	1,793,470
Total Revenues	54,102,617	62,727,505	60,519,360	58,901,133	66,055,120	72,872,360	92,960,150

### OTHER FUND EXPENSES SUMMARY

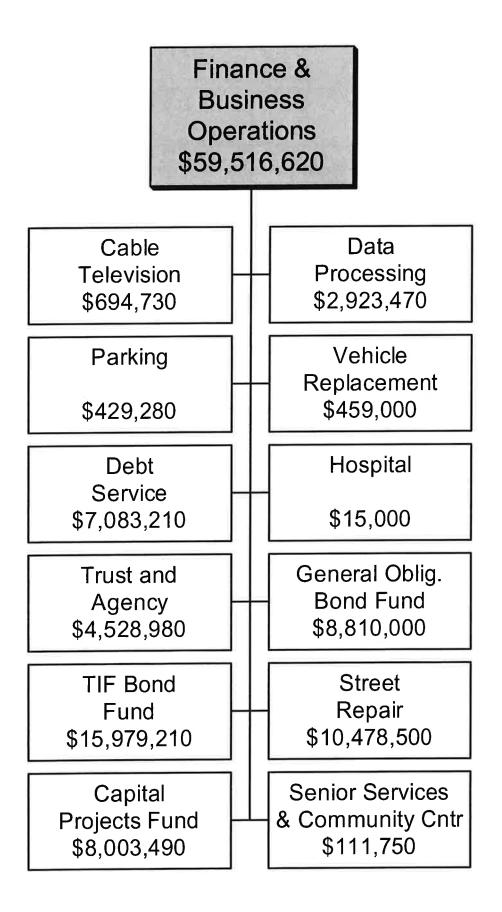
	FY20	FY21	FY22	FY22	FY23	FY24	FY25
	Actual	Actual	Budgeted	Projected	Budgeted	Proposed	Proposed
Cable TV							
Personal Services	329,097	299,606	326,570	311,052	339,360	349,540	360,030
Commodities	8,055	13,287	12,000	12,000	12,000	12,360	12,730
	71,543	70,507	85,010	78,143	94,530	97,370	100,290
Service & Charges	225,267	116,309	285,000	285,000	215,000	175,000	175,000
Capital Outlay		32,530	33,000	33,000	33,840	34,860	35,910
Tranfers	27,875		741,580	719,195	694,730	669,130	683,960
Total Expenditures	661,837	532,239	741,560	7 19, 193	034,730	003,100	000,000
Data Processing							
Personal Services	513,169	531,190	562,520	544,853	581,750	599,200	617,180
Commodities	7,620	7,394	12,000	7,986	12,000	12,360	12,730
Service & Charges	364,627	353,159	457,550	387,369	474,040	488,260	502,910
Capital Outlay	250,264	240,420	497,080	497,080	1,855,680	664,570	715,130
Total Expenditures	1,135,680	1,132,163	1,529,150	1,437,288	2,923,470	1,764,390	1,847,950
	.,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Parking Fund	123,065	204,537	254,270	194,827	241,330	248,570	256,030
Personal Services		204,53 <i>1</i> 8,577	7,800	7,603	11,800	12,150	12,510
Commodities	6,889 64,022	53,736	145,630	81,937	145,510	149,880	154,380
Service & Charges		15,914	18,500	18,500	0	0	30,000
Capital Outlay	80,209	21,380	28,410	28,410	30,640	31,560	32,510
Tranfers	13,660 <b>287,846</b>	304,144	454,610	331,277	429,280	442,160	485,430
Total Expenditures	207,040	304, 144	454,010	001,277	120,200	,	,
Sr. Srvcs. & Com. Ctr.							17.700
Personal Services	30,565	29,514	47,210	30,486	44,990	46,340	47,730
Commodities	355	706	4,400	882	4,400	4,530	4,670
Service & Charges	28,557	21,576	36,780	22,436	44,490	45,820	47,190
Capital Outlay	2,040	0	500	500	500	500	500
Tranfers	12,871	15,590	17,330	17,330	17,370	17,370	17,370
Total Expenditures	74,388	67,386	106,220	71,634	111,750	114,560	117,460
Vehicle Replacement							
Capital Outlay	587,273	458,807	449,000	426,640	459,000	400,000	400,000
Total Expenditures	587,273	458,807	449,000	426,640	459,000	400,000	400,000
Total Experiultures	307,270	100,001	1.0,000	,		Í	
Hospital			_	_			
Transfer	0	0	0	0	0	0	0
Health Care	195,426	203,757	12,000	12,000	15,000	15,000	15,000
Capital Outlay	0	0	20,000	20,000	0	0	0
Total Expenditures	195,426	203,757	32,000	32,000	15,000	15,000	15,000
Trust & Agency							
Personal Services	1,568,899	1,636,573	1,818,010	1,566,380	1,688,860	1,739,530	2,109,590
	1,776,908	2,961,338	2,507,640	2,507,640	2,840,120	2,925,320	3,012,750
Tranfers		4,597,911	4,325,650	4,074,020	4,528,980	4,664,850	5,122,340
Total Expenditures	3,345,808	4,597,911	4,323,630	4,074,020	4,020,000	4,004,000	0,122,010
Debt Service							
Capital Outlay	0	0	0	0	0	0	0
Debt Service	3,339,998	2,408,807	3,741,960	3,584,140	3,600,420	4,003,820	3,989,970
TIF Transfers	1,819,373	3,179,651	3,324,970	3,291,720	3,482,790	3,500,000	3,500,000
Total Expenditures	5,159,371	5,588,458	7,066,930	6,875,860	7,083,210	7,503,820	7,489,970
·							
Gen. Oblig. Bond	4 700 700	4.044.000	3 640 000	2 405 040	8,810,000	2,319,250	2,117,500
Capital Outlay	1,736,732	1,044,386	3,640,000	3,426,212		2,319,230	2,117,000
Tranfers	0	0	0	2 426 242	8, <b>810,000</b>	2,319,250	2,117,500
Total Expenditures	1,736,732	1,044,386	3,640,000	3,426,212	0,010,000	2,319,250	4,117,000
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	FY20 Actual	FY21 Actual	FY22 Budgeted	FY22 Projected	FY23 Budgeted	FY24 Proposed	FY25 Proposed
TIF Bond Fund							
Capital Outlay	11,277,549	6,633,598	15,763,590	8,276,970	15,979,210	5,701,790	4,296,170
Total Expenditures	11,277,549	6,633,598	15,763,590	8,276,970	15,979,210	5,701,790	4,296,170
Street Repairs							0 000 000
Capital Outlay	6,636,563	5,855,354	13,508,550	13,508,550	10,478,500	7,218,500	6,028,000
Total Expenditures	6,636,563	5,855,354	13,508,550	13,508,550	10,478,500	7,218,500	6,028,000
Capital Projects							
Capital Outlay	1,657,376	760,692	5,347,820	5,347,820	5,101,260	300,000	3,280,000
FEMA Funds	260,284	76,023	0	0	0	0	0
Economic Develop	1,163,410	1,934,111	0	0	0	0	0
Tranfers	186,410	860,188	3,721,290	3,721,290	2,902,230	2,955,000	3,070,000
Total Expenditures	3,267,479	3,631,014	9,069,110	9,069,110	8,003,490	3,255,000	6,350,000
Block Grant							
Personal Services	18,949	27,154	11,990	16,845	9,560	9,850	10,150
Commodities	369	523	750	876	750	770	790
Service & Charges	442,143	385,696	496,490	464,987	297,900	306,840	316,050
Capital Outlay	0	0	50,000	50,000	0	. 0	0
Total Expenditures	461,461	413,373	559,230	532,707	308,210	317,460	326,990
Housing Vouchers							
Personal Services	101,649	112,768	163,890	130,528	163,810	168,720	173,780
Commodities	2,932	2,341	3,040	2,468	3,040	3,130	3,220
Service & Charges	1,288,656	1,295,969	1,245,200	1,366,464	1,266,880	1,304,890	1,344,040
Capital Outlay	0	3,159	0	0	0	0	0
Transfers	ő	0,100	0	0	0	o	0
Total Expenditures	1,393,238	1,414,236	1,412,130	1,499,459	1,433,730	1,476,740	1,521,040
Visitor & Tourism						054.000	004 000
Personal Services	249,959	324,513	352,410	389,806	340,860	351,090	361,620
Commodities	92,937	77,632	91,380	72,695	107,380	110,600	113,920
Service & Charges	214,176	188,041	186,930	160,828	208,890	215,160	221,610
Capital Outlay	22,881	25,996	228,140	28,140	67,200	37,500	15,950
Tranfers	7,440	7,488	4,600	4,600	4,600	4,500	4,500
Total Expenditures	587,393	623,670	863,460	656,069	728,930	718,850	717,600
MOP Capital Reserve							•
Service & Charges	1,919	16,440	0	0	0	0	0
Capital Outlay	339,944	489,434	199,000	199,000	490,000	144,000	1,550,000
Total Expenditures	341,863	505,874	199,000	199,000	490,000	144,000	1,550,000
Refuse							
Personal Services	1,296,315	1,309,800	1,442,310	1,432,093	1,486,090	1,530,670	1,576,590
Commodities	87,907	71,490	107,940	81,762	111,440	114,780	118,220
Service & Charges	1,283,229	1,292,788	1,340,060	1,291,900	1,381,530	1,422,980	1,465,670
Capital Outlay	723,582	178,756	525,000	525,000	345,000	295,000	200,000
Debt Service	0	0	0	0	0	0	0
Tranfers	145,933	157,756	169,740	169,740	192,810	198,590	204,550
Total Expenditures	3,536,967	3,010,590	3,585,050	3,500,495	3,516,870	3,562,020	3,565,030
Landfill Cash						_	^
Capital Outlay	0	0	0	0	0	0	0
Total Expenditures	0	0	0	0	0	υĮ	U

Item 3.

	FY20 Actual	FY21 Actual	FY22 Budgeted	FY22 Projected	FY23 Budgeted	FY24 Proposed	FY25 Proposed
Storm Water							
Personal Services	254,645	265,718	282,190	278,762	339,500	349,690	360,180
Commodities	18,139	27,797	26,300	22,704	26,800	27,600	28,430
Service & Charges	128,866	109,235	159,160	114,882	164,930	169,880	174,980
100		(383,167)	574,000	574,000	1,230,000	1,330,000	775,000
Capital Outlay	1,122,586	, ,			117,250	117,250	118,000
Debt Service Xfer	148,200	144,650	116,500	116,500			
Tranfers	0	0	31,710	31,710	35,140	36,190	37,270
Total Expenditures	1,672,436	164,233	1,189,860	1,138,558	1,913,620	2,030,610	1,493,860
Sewer							
Personal Services	1,261,768	1,240,683	1,380,240	1,269,936	1,505,540	1,550,710	1,597,230
Commodities	240,039	212,305	270,900	206,056	272,400	280,570	288,990
Service & Charges	952,272	976,380	1,074,760	961,783	1,085,440	1,118,000	1,151,540
Capital Outlay	714,487	915,863	615,000	615,000	775,000	645,000	975,000
Debt Service Xfer	1,440,745	1,440,085	2,563,360	2,563,360	2,421,420	2,416,070	2,404,320
Tranfers	1,298,983	1,440,746	284,430	284,430	309,300	318,580	328,140
Total Expenditures	5,908,293	6,226,063	6,188,690	5,900,565	6,369,100	6,328,930	6,745,220
Sewer Revenue Bond							
Capital Outlay	410,162	549,923	2,030,000	3,221,330	0	12,800,000	30,000,000
Total Expenditures	410,162	549,923	2,030,000	3,221,330	0	12,800,000	30,000,000
Street Construction							
Personal Services	1,588,147	1,692,315	1,680,890	1,614,526	1,827,260	1,882,080	1,938,540
Commodities	558,734	407,580	646,810	411,863	664,460	684,390	704,920
Service & Charges	869,639	834,538	850,430	834,068	924,280	952,010	980,570
Capital Outlay	1,618,805	1,332,077	2,557,500	2,557,500	3,396,750	2,032,000	3,179,500
Debt Service Xfer	0	0	0	0	0	0	0
Tranfers	376,853	351,446	352,510	352,510	365,780	376,750	388,050
Total Expenditures	5,012,178	4,617,956	6,088,140	5,770,467	7,178,530	5,927,230	7,191,580
Street Improvement Fund	d					_	
Personal Services	0	0	0	0	0	0	, 0
Commodities	0	0	0	0	0	0	0
Service & Charges	0	0	0	0	0	0	0
Capital Outlay	270,281	0	0	0	0	0	0
Transfers Total Expenditures	270,281	0	0	0	0	0	0
ARPA Fund							
Capital Outlay	О	0	0	0	625,000	0	0
Transfers	ő	ō	0	0	0	0	0
Total Expenditures	0	0	0	0	625,000	0	0
Vehicle Maintenance		(3)					
Personal Services	476,983	529,535	569,100	547,281	589,210	606,890	625,100
Commodities	931,489	916,771	1,029,970	983,723	1,029,970	1,060,870	1,092,700
Service & Charges	202,109	193,611	270,610	177,817	325,830	335,600	345,670
Capital Outlay	0	0	80,000	102,360	30,000	30,000	30,000
Transfers	0	0	0	0	0	0	0
Total Expenditures	1,610,582	1,639,918	1,949,680	1,811,181	1,975,010	2,033,360	2,093,470
Totals	7.040.040	0.000.005	0 004 600	0 227 275	9,158,120	9,432,880	10,033,750
Personal Services	7,813,210	8,203,905	8,891,600	8,327,375 1,810,618	2,256,440	2,324,110	2,393,830
Commodities	1,955,465	1,746,403	2,213,290		6,429,250	6,621,690	6,819,900
Service & Charges	7,528,960	7,989,126	6,360,610	5,954,614 39,679,602	49,858,100	34,093,110	53,767,750
Capital Outlay	27,675,999	18,237,523	46,388,680 6,421,820	6,264,000	6,139,090	6,537,140	6,512,290
Debt Service Tranfers	4,928,943 5,666,307	3,993,542 9,028,113	10,475,630	10,442,380	10,214,620	6,898,720	7,131,050
			80,751,630	72,478,590	84,055,620	65,907,650	86,658,570
Total Expend.	55,568,884	49,198,613	00,751,030	1 2,41 0,390	04,000,020	05,307,000	00,030,370



# CITY OF CEDAR FALLS REVENUE SUMMARY BY FUND AND DEPARTMENT FINANCE AND BUSINESS OPERATIONS FOR FISCAL YEARS 2020 – 2025

<u>CABLE TELEVISION</u> – In FY95, the Cable Television Fund began collecting an additional fee from cable subscribers entitled Peg Fees. This fee along with franchise fees support local access cable T.V. programming.

<u>DATA PROCESSING</u> – The Data Processing Fund purchases and accounts for all computer hardware, software, support agreements, and training for all the departments in the City. The Data Processing expenditures are allocated to all the departments based on actual costs and depreciation of Data Processing's assets.

<u>PARKING FUND</u> – The Parking Fund accounts for parking fines and the collection and administration of parking fees.

<u>VEHICLE REPLACEMENT</u> – This was a new section in the FY98 budget and was created to separate the capital acquisition of vehicles from the maintenance account. The Vehicle Replacement expenditures are allocated to all departments based on actual cost and depreciation of the vehicles.

<u>DEBT SERVICE</u> – For Administrative purposes, all payments of interest and principal on the City's debt are made from the Debt Service Fund. To make the payments on the revenue bonds, transfers are made from the Stormwater and Sewer funds. For budgeting and reporting purposes, the debt service payments on revenue debt are made from the Enterprise Funds.

The debt service payments remain fairly constant because the City follows a policy of replacement debt. Debt issued each year equals the amount retired each year.

<u>HOSPITAL</u> – As of January 1, 1997, Sartori Hospital was transferred to Covenant Health Systems and the asset purchase proceeds were put into a trust fund. The interest income off this trust will be used for health care needs in the community. The City will also receive lease income for the leasing of the property to Covenant Health Systems.

<u>TRUST AND AGENCY</u> – According to procedures described in State code, certain employee benefits are budgeted in the fund titled Trust and Agency. If a city has levied taxes in the General Fund to the maximum, employee benefits, such as FICA, IPERS, and pension contributions can be levied in the Trust and Agency Fund.

**GENERAL OBLIGATION BOND FUNDS** – These funds are used to track separate bond sales and their related expenditures.

<u>TIF BOND FUND</u> – This fund is used to track TIF expenditures in the City's urban renewal areas.

<u>STREET REPAIRS</u> – The Local Option Sales Tax was approved for an additional ten years in FY14. These funds are used 100% for street reconstruction and street resurfacing projects.

<u>CAPITAL PROJECTS FUND</u> – This fund is used to account for miscellaneous projects that are not funded by a bond sale.

<u>COMMUNITY CENTER & SENIOR SERVICES</u> – FŶ02 was the first year that this division was included in the City's budget. In FY09, general fund dollars started to support this division's operations.

Division: FBO/Cable Television
Fund: Cable TV (#254)
Program: General Government

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Franchise Fees Peg Fees Miscellaneous Interest	518,451 35,076 1,405 47,427	490,235 31,415 4,120 23,031	515,000 40,000 1,500 25,000	486,786 29,692 831 4,416	485,000 40,000 1,500 10,000	485,000 40,000 1,500 15,000	485,000 40,000 1,500 20,000
Total	\$602,359	\$548,800	\$581,500	\$521,723	\$536,500	\$541,500	\$546,500

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	329,097	299,606	326,570	311,052	339,360	349,540	360,030
Commodities	8,055	13,287	12,000	12,000	12,000	12,360	12,730
Service & Charges	71,543	70.507	85,010	78,143	94,530	97,370	100,290
Capital Outlay	225,267	116.309	285,000	285,000	215,000	175,000	175,000
Transfer	27,875	32,530	33,000	33,000	33,840	34,860	35,910
Total	\$661,837	\$532,239	\$741,580	\$719,195	\$694,730	\$669,130	\$683,960

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:	2.00	2 60	3.00	3.00	3.00	3.00	3.00
Full Time	3.80	3.60					0.78
Part Time	1.63	0.50	0.78	0.78	0.78	0.78	0.76
Total	5.43	4.10	3.78	3.78	3.78	3.78	3.78

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

### CABLE TELEVISION FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	1,959,479	1,900,000	1,916,561	1,916,561	1,719,089	1,560,860	1,433,230
Total Revenues	602,359	548,800	581,500	521,723	536,500	541,500	546,500
Total Expenditures	661,837	532,239	741,580	719,195	694,730	669,130	683,960
Ending Balance	\$1,900,000	\$1,916,561	\$1,756,481	\$1,719,089	\$1,560,860	\$1,433,230	\$1,295,770
Current Year Cash Added (Used)	(\$59,479)	\$16,561	(\$160,080)	(\$197,472)	(\$158,230)	(\$127,630)	(\$137,460)



Division:

FBO/Data Processing Data Processing (#606)

Fund: Program:

Internal Service

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Computer Services							
Receipts	1,146,940	989,300	1,221,650	1,221,650	1,615,970	1,764,390	1,847,950
Interest Income	33,555	16,741	0	31,090	0	0	0
Transfers	0	0	0	0	800,000	0	0
Total	\$1,180,495	\$1,006,041	\$1,221,650	\$1,252,740	\$2,415,970	\$1,764,390	\$1,847,950

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	513,169	531,190	562,520	544,853	581,750	599,200	617,180
Commodities	7,620	7,394	12,000	7,986	12,000	12,360	12,730
Service & Charges	364,627	353,159	457,550	387,369	474,040	488,260	502,910
Capital Outlay	250,264	240,420	497,080	497,080	1,855,680	664,570	715,130
Total	\$1,135,680	\$1,132,163	\$1,529,150	\$1,437,287	\$2,923,470	\$1,764,390	\$1,847,950

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Part Time	0.73	0.83	0.83	0.83	0.83	0.83	0.83
Total	5.73	5.83	5.83	5.83	5.83	5.83	5.83

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

### DATA PROCESSING FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	1,389,580	1,434,395	1,308,273	1,308,273	1,123,724	616,224	616,224
Total Revenues	1,180,495	1,006,041	1,221,650	1,252,740	2,415,970	1,764,390	1,847,950
Total Expenditures	1,135,680	1,132,163	1,529,150	1,437,287	2,923,470	1,764,390	1,847,950
Ending Balance	\$1,434,395	\$1,308,273	\$1,000,773	\$1,123,724	\$616,224	\$616,224	\$616,224
Current Year Cash Added (Used)	\$44,815	(\$126,122)	(\$307,500)	(\$184,548)	(\$507,500)	\$0	\$0

Division:

FBO/Parking

Fund:

Parking Fund (#258)

Program:

Public Works

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Meter Collections	4,332	5,806	25,000	15,758	15,000	15,000	15,000
Parking Violations	146,652	84,688	160,000	159,927	160,000	160,000	160,000
Off-Street Parking Permits	23,521	7,724	30,000	9,012	25,000	25,000	25,000
Interest	21,126	9,220	3,000	1,386	3,000	3,000	3,000
Miscellaneous	0	0	0	0	0	0	0
Total	\$195,630	\$107,438	\$218,000	\$186,085	\$203,000	\$203,000	\$203,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	123,065	204,537	254,270	194,827	241,330	248,570	256,030
Commodities	6,889	8,577	7,800	7,603	11,800	12,150	12,510
Service & Charges	64,022	53,736	145,630	81,937	145,510	149,880	154,380
Capital Outlay	80,209	15,914	18,500	18,500	0	0	30,000
Transfers	13,660	21,380	28,410	28,410	30,640	31,560	32,510
Total	\$287,846	\$304,144	\$454,610	\$331,277	\$429,280	\$442,160	\$485,430

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	0.37	1.40	1.55	1.55	1.30	1.30	1.30
Part Time	3.18	3.04	2.90	2.90	2.90	2.90	2.90
Total	3.55	4.44	4.45	4.45	4.20	4.20	4.20

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### **PARKING FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	909,331	817,116	620,410	620,410	475,218	248,938	9,778
Total Revenues	195,630	107,438	218,000	186,085	203,000	203,000	203,000
Total Expenditures	287,846	304,144	454,610	331,277	429,280	442,160	485,430
Ending Balance	\$817,116	\$620,410	\$383,800	\$475,218	\$248,938	\$9,778	(\$272,653
Current Year Cash Added (Used)	(\$92,215)	(\$196,705)	(\$236,610)	(\$145,192)	(\$226,280)	(\$239,160)	(\$282,430

Division: Fund: Comm Ctr & Sr. Srvcs. Community Center and

Senior Services (#262)

Program:

Culture & Recreation

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Rental Income	10,727	2,970	25,000	2,922	5,000	10,000	10,000
Miscellaneous	2,648	0	2,720	1,212	1,250	2,560	2,460
Interest Income	0	0	0	0	0	0	0
Trips/Buses	416	0	11,000	0	11,000	11,000	12,000
Hawkeye Valley	0	0	0	0	0	0	0
General Fund Support	60,597	64,416	67,500	67,500	94,500	91,000	93,000
Total	\$74,388	\$67,386	\$106,220	\$71,634	\$111,750	\$114,560	\$117,460

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	30,565	29,514	47,210	30,486	44,990	46,340	47,730
Commodities	355	706	4,400	882	4,400	4,530	4,670
Service & Charges	28,557	21,576	36,780	22,436	44,490	45,820	47,190
Capital Outlay	2.040	0	500	500	500	500	500
Transfers	12,871	15,590	17,330	17,330	17,370	17,370	17,370
Total	\$74,388	\$67,386	\$106,220	\$71,634	\$111,750	\$114,560	\$117,460

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full Time Part Time	0.00 1.40	0.00 1.40	0.00 1.40	0.00 1.40	0.00 1.11	0.00 1.11	0.00 1.11
Total	1.40	1.40	1.40	1.40	1.11	1.11	1.11

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

### **COMMUNITY CENTER & SENIOR SERVICES SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	0	0	0	0	(0)	(0)	(0)
Total Revenues	74,388	67,386	106,220	71,634	111,750	114,560	117,460
Total Expenditures	74,388	67,386	106,220	71,634	111,750	114,560	117,460
Ending Balance	\$0	\$0	\$0	(\$0)	(\$0)	(\$0)	(\$0)
Current Year Cash Added (Used)	\$0	\$0	\$0	(\$0)	\$0	\$0	\$0

Division:

FBO/Vehicle Replacement Vehicle Replacement (#685)

Fund: Program:

Internal Service

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Rental Fees	330,000	340,000	449,000	449,000	459,000	400,000	400,000
Total	\$330,000	\$340,000	\$449,000	\$449,000	\$459,000	\$400,000	\$400,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay	587,273	458,807	449,000	426,640	459,000	400,000	400,000
Total	\$587,273	\$458,807	\$449,000	\$426,640	\$459,000	\$400,000	\$400,000

### VEHICLE REPLACEMENT FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
	(207 662)	(544,936)	(663,744)	(663,744)	(641,384)	(641,384)	(641,384)
Beginning Balance Total Revenues	(287,663)	340,000	449,000	449,000	459,000	400,000	400,000
Total Expenditures	587,273	458,807	449,000	426,640	459,000	400,000	400,000
Ending Balance	(\$544,936)	(\$663,744)	(\$663,744)	(\$641,384)	(\$641,384)	(\$641,384)	(\$641,384)
Current Year Cash Added (Used)	(\$257,273)	(\$118,807)	\$0	\$22,360	\$0	\$0	\$0

0**1-M** Item 3.

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Division: Fund: Hospital

Hospital (#215)

Program:

ram: Health & Social Services

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Hospital Receipts	640,000	866,660	640,000	640,000	640,000	640,000	640,000
Interest Income	460,112	153,233	366,610	173,165	145,720	150,000	160,000
Lease Income	31,796	31,796	31,800	31,800	31,800	31,800	31,800
Sewer Farm Lease	118,340	118,340	125,000	125,000	125,000	125,000	125,000
Total	\$1,250,248	\$1,170,029	\$1,163,410	\$969,965	\$942,520	\$946,800	\$956,800

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Transfer Community Health Care Capital Outlay	0 195,426 0	0 203,757 0	0 12,000 20,000	0 12,000 20,000	0 15,000 0	0 15,000 0	0 15,000 0
Total	\$195,426	\$203,757	\$32,000	\$32,000	\$15,000	\$15,000	\$15,000

#### **HOSPITAL FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	9,296,957	10,351,779	11,318,051	11,318,051	12,256,016	13,183,536	14,115,336
Total Revenues	1,250,248	1,170,029	1,163,410	969,965	942,520	946,800	956,800
Total Expenditures	195,426	203,757	32,000	32,000	15,000	15,000	15,000
Ending Balance	\$10,351,779	\$11,318,051	\$12,449,461	\$12,256,016	\$13,183,536	\$14,115,336	\$15,057,136
Current Year Cash Added (Used)	\$1,054,822	\$966,272	\$1,131,410	\$937,965	\$927,520	\$931,800	\$941,800

Division: Fund: Trust & Agency Trust & Agency

(# 292, 293 & 724)

Program:

Public Safety

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
S.S.M.I.Ddowntown	190,480	273,006	4,600	65,979	48,880	50,000	52,000
S.S.M.I.Dcollege hill	15,732	31,820	19,950	27,477	23,930	25,000	26,000
Property Tax - General	1,570,697	2,656,512	2,483,090	2,495,796	3,067,310	2,850,320	2,934,750
Property Tax - Retirement	1,470,662	1,637,803	1,699,310	1,682,317	1,136,090	1,684,530	2,053,590
Interest Income	115,336	135,227	118,700	70,163	52,770	55,000	56,000
Total	\$3,362,907	\$4,734,368	\$4,325,650	\$4,341,732	\$4,328,980	\$4,664,850	\$5,122,340

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Transfers	1,568,899 1,776,908	1,636,573 2,961,338	1,818,010 2,507,640	1,566,380 2,507,640	1,688,860 2,840,120	1,739,530 2,925,320	2,109,590 3,012,750
Total	\$3,345,808	\$4,597,911	\$4,325,650	\$4,074,020	\$4,528,980	\$4,664,850	\$5,122,340

#### TRUST AND AGENCY FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	6,302,370	6,319,469	6,455,926	6,455,926	6,723,637	6,523,637	6,523,637
Total Revenues	3,362,907	4,734,368	4,325,650	4,341,732	4,328,980	4,664,850	5,122,340
Total Expenditures	3,345,808	4,597,911	4,325,650	4,074,020	4,528,980	4,664,850	5,122,340
Ending Balance	\$6,319,469	\$6,455,926	\$6,455,926	\$6,723,637	\$6,523,637	\$6,523,637	\$6,523,637
Current Year Cash Added (Used)	\$17,099	\$136,457	\$0	\$267,711	(\$200,000)	\$0	\$0

Division:

Debt Service

Fund:

Debt Service (#311)

Program:

Debt Service

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Utilities Receipts	27,407	20,780	0	0	0	0	0
TIF - Industrial Parks	2,710,406	3,179,651	3,324,970	3,291,720	3,482,790	3,500,000	3,500,000
Property Tax	867,817	675,799	661,100	654,489	1,061,750	1,269,000	1,266,650
Transfer	1,658,135	1,656,475	2,880,860	2,880,860	2,538,670	2,734,820	2,723,320
Miscellaneous	0	0	0	17,366	0	0	0
Total	\$5,263,765	\$5,532,704	\$6,866,930	\$6,844,435	\$7,083,210	\$7,503,820	\$7,489,970
% Of Total Property Tax Levy	4.36%	3.87%	2.95%	2.92%	4.46%		

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Debt Service TIF Transfers	3,339,998 1,819,373	2,408,807 3,179,651	3,741,960 3,324,970	3,584,140 3,291,720	3,600,420 3,482,790	4,003,820 3,500,000	3,989,970 3,500,000
Total	\$5,159,371	\$5,588,458	\$7,066,930	\$6,875,860	\$7,083,210	\$7,503,820	\$7,489,970

#### **DEBT SERVICE FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	528,847	633,241	577,488	577,488	546,063	546,063	546,063
Total Revenues	5,263,765	5,532,704	6,866,930	6,844,435	7,083,210	7,503,820	7,489,970
Total Expenditures	5,159,371	5,588,458	7,066,930	6,875,860	7,083,210	7,503,820	7,489,970
Ending Balance	\$633,241	\$577,488	\$377,488	\$546,063	\$546,063	\$546,063	\$546,063
Current Year Cash Added (Used)	\$104,394	(\$55,754)	(\$200,000)	(\$31,425)	\$0	\$0	\$0

01-N Item 3.

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

Division:

FBO

Fund:

General Obligation

Bond Fund (#436/437/438/439)

Program:

Capital Projects

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Bond Proceeds Federal/State Funding Miscellaneous Interest Income	34,300 1,245,402 102,924 46,275	3,602,719 854,532 165,455 0	2,133,000 1,507,000 0	0 1,507,000 0 0	1,885,000 6,425,000 500,000 0	2,319,250 0 0 0	2,117,500 0 0 0
Total	\$1,428,901	\$4,622,706	\$3,640,000	\$1,507,000	\$8,810,000	\$2,319,250	\$2,117,500

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay Transfer	1,736,732	1,044,386 0	3,640,000 0	3,426,212 0	8,810,000 0	2,319,250 0	2,117,500 0
Total	\$1,736,732	\$1,044,386	\$3,640,000	\$3,426,212	\$8,810,000	\$2,319,250	\$2,117,500

### GENERAL OBLIGATION BOND FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	(1,351,277)	(1,659,108)	1,919,212	1,919,212	0	0	0
Total Revenues	1,428,901	4,622,706	3,640,000	1,507,000	8,810,000	2,319,250	2,117,500
Total Expenditures	1,736,732	1,044,386	3,640,000	3,426,212	8,810,000	2,319,250	2,117,500
Ending Balance	(\$1,659,108)	\$1,919,212	\$1,919,212	\$0	\$0	\$0	\$0
Current Year Cash Added (Used)	(\$307,831)	\$3,578,320	\$0	(\$1,919,212)	\$0	\$0	\$0

FBO Division:

Capital Projects Program:

TIF Bond Fund (430) Fund:

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Bond Proceeds	0	0	0	0	0	0	0
Federal/State Funding	0	0	0	0	0	0	0
Miscellaneous	266,034	926,100	0	0	0	0	0
Interest Income	0	0	0	0	0	0	0
TIF Transfer	594,004	1,458,402	6,646,260	5,981,500	5,985,020	6,055,000	6,170,000
Total	\$860,037	\$2,384,502	\$6,646,260	\$5,981,500	\$5,985,020	\$6,055,000	\$6,170,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay	11,277,549	6,633,598	15,763,590	8,276,970	15,979,210	5,701,790	4,296,170
Total	\$11,277,549	\$6,633,598	\$15,763,590	\$8,276,970	\$15,979,210	\$5,701,790	\$4,296,170

#### TIF BOND FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	(3,371,185)	(13,788,696)	(18,037,793)	(18,037,793)	(20,333,263)	(30,327,453)	(29,974,243)
Total Revenues	860,037	2,384,502	6,646,260	5,981,500	5,985,020	6,055,000	6,170,000
Total Expenditures	11,277,549	6,633,598	15,763,590	8,276,970	15,979,210	5,701,790	4,296,170
Ending Balance	(\$13,788,696)	(\$18,037,793)	(\$27,155,123)	(\$20,333,263)	(\$30,327,453)	(\$29,974,243)	(\$28,100,413)
Current Year Cash Added (Used)	(\$10,417,511)	(\$4,249,097)	(\$9,117,330)	(\$2,295,470)	(\$9,994,190)	\$353,210	\$1,873,830

Division:

FBO

Fund:

Street Repairs (#242)

Program: Public Works

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Local Sales Tax Interest Federal/State Funding Miscellaneous	5,174,075 334,038 96,940 354,497	6,007,690 195,942 0 2,715,815	5,200,000 60,000 0	7,288,797 40,501 0 0	7,200,000 40,000 0 0	7,270,000 30,000 0 0	7,340,000 40,000 0 0
Total	\$5,959,550	\$8,919,447	\$5,260,000	\$7,329,298	\$7,240,000	\$7,300,000	\$7,380,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay	6,636,563	5,855,354	13,508,550	13,508,550	10,478,500	7,218,500	6,028,000
Total	\$6,636,563	\$5,855,354	\$13,508,550	\$13,508,550	\$10,478,500	\$7,218,500	\$6,028,000

#### STREET REPAIR FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	15,001,267	14,324,254	17,388,346	17,388,346	11,209,094	7,970,594	8,052,094
Total Revenues	5,959,550	8,919,447	5,260,000	7,329,298	7,240,000	7,300,000	7,380,000
Total Expenditures	6,636,563	5,855,354	13,508,550	13,508,550	10,478,500	7,218,500	6,028,000
Ending Balance	\$14,324,254	\$17,388,346	\$9,139,796	\$11,209,094	\$7,970,594	\$8,052,094	\$9,404,094
Current Year Cash Added (Used)	(\$677,013)	\$3,064,092	(\$8,248,550)	(\$6,179,252)	(\$3,238,500)	\$81,500	\$1,352,000

Division:

FBO

Fund:

Capital Projects Fund (#443/402

404/405/473/483/484)

Program:

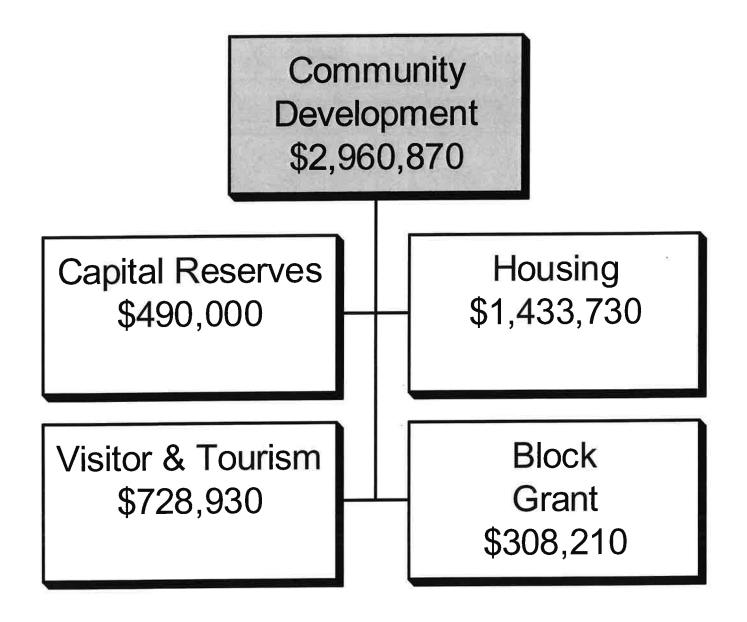
Capital Projects

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Projects Fund	57,738	41,280	281,220	121,825	0	0	0
TIF - Downtown	186,410	584,193	2,535,090	2,509,739	2,253,300	2,300,000	2,400,000
Economic Dev. Transfers	454,810	3,861,922	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000
TIF - Pinnacle Prairie	0	108,376	21,870	21,651	8,090	10,000	10,000
Federal/State Funding	2,572,798	2,820,931	1,787,400	54,370	0	0	0
TIF-College Hill	0	58,539	159,990	158,390	94,920	95,000	100,000
TIF-South Cedar Falls	0	109,080	604,340	0	145,920	150,000	100,000
Interest	687,716	380,469	300,000	86,964	100,000	100,000	100,000
Miscellaneous	2,264,113	152,771	250,000	250,000	250,000	0	0
CFU Transfer	1,659,000	1,490,000	1,700,000	1,500,000	1,500,000	1,500,000	1,500,000
Total	\$7,882,585	\$9,607,561	\$8,939,910	\$6,002,940	\$5,652,230	\$5,455,000	\$5,510,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay Transfers	3,081,069 186,410	2,770,825 860,188	5,347,820 3,721,290	5,347,820 3,721,290	5,101,260 2,902,230	300,000 2,955,000	3,280,000 3,070,000
Total	\$3,267,479	\$3,631,014	\$9,069,110	\$9,069,110	\$8,003,490	\$3,255,000	\$6,350,000

#### **CAPITAL PROJECTS FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	27,798,686	32,413,792	38,390,340	38,390,340	35,324,170	32,972,910	35,172,910
Total Revenues	7,882,585	9,607,561	8,939,910	6,002,940	5,652,230	5,455,000	5,510,000
Total Expenditures	3,267,479	3,631,014	9,069,110	9,069,110	8,003,490	3,255,000	6,350,000
Ending Balance	\$32,413,792	\$38,390,340	\$38,261,140	\$35,324,170	\$32,972,910	\$35,172,910	\$34,332,910
Current Year Cash Added (Used)	\$4,615,106	\$5,976,548	(\$129,200)	(\$3,066,170)	(\$2,351,260)	\$2,200,000	(\$840,000)



# CITY OF CEDAR FALLS REVENUE SUMMARY BY FUND AND DEPARTMENT COMMUNITY DEVELOPMENT FOR FISCAL YEAR 2020 – 2025

**SECTION 8 HOUSING ASSISTANCE** —These funds are federal grants that are required to be accounted for in separate special revenue funds. The purpose of Section 8 grants is to ensure adequate housing for everyone. Strict requirements are adhered to in the administration and distribution of these funds. Fluctuations in these revenues result due to fluctuations in the number of eligible participants in the programs.

<u>BLOCK GRANT</u> – Community Development Block Grant (CDBG) funds are federal grant funds that must be accounted for in a special revenue fund. Only projects that comply with CDBG requirements may be programmed for any fiscal year. Fluctuations are due to the number of projects that are eligible for CDBG funding.

<u>CAPITAL RESERVES</u> – The Capital Reserve Funds account for the revenues set aside each year from golf fees, recreation center fees, softball fees, and cultural fees. These set aside funds are held in reserve for future capital improvements relating to these activities.

<u>VISITORS & TOURISM SERVICES</u> — During FY01, the City Council voted to incorporate the Bureau into the City's Human and Leisure Services Department. The Bureau is funded by 50% of the hotel/motel revenue received by the City.

## CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division:

Community & Econ. Dev.

Fund: Housing (#217)

Program:

Community & Econ. Dev.

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Housing Vouchers Program Income	1,438,599 10,206	1,451,805 3,386	1,412,130 0	1,434,811 2,095	1,433,730 0	1,476,740 0	1,521,040 0
Total	\$1,448,805	\$1,455,191	\$1,412,130	\$1,436,906	\$1,433,730	\$1,476,740	\$1,521,040

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	101,649	112,768	163,890	130,528	163,810	168,720	173,780
Commodities	2,932	2,341	3,040	2,468	3,040	3,130	3,220
Service & Charges	1,288,656	1,295,969	1,245,200	1,366,464	1,266,880	1,304,890	1,344,040
Capital Outlay	0	3,159	0	0	0	0	0
Transfers	0	0	0	0	0	0	0
Total	\$1,393,238	\$1,414,236	\$1,412,130	\$1,499,460	\$1,433,730	\$1,476,740	\$1,521,040

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	1.04	1.04	1.04	1.04	1.04	1.04	1.04
Part Time	0.04	1.55	1.55	1.55	1.55	1.55	1.55
Total	1.08	2.59	2.59	2.59	2.59	2.59	2.59

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

### HOUSING VOUCHERS FUND SUMMARY

	Actual	Actual	Budgeted	Projected			Proposed 2024/2025
	2019/2020	2020/2021	2021/2022	2021/2022	2022/2023	2023/2024	2024/2025
Beginning Balance	564,955	620,522	661,477	661,477	598,923	598,923	598,923
Total Revenues	1,448,805	1,455,191	1,412,130	1,436,906	1,433,730	1,476,740	1,521,040
Total Expenditures	1,393,238	1,414,236	1,412,130	1,499,460	1,433,730	1,476,740	1,521,040
Ending Balance	\$620,522	\$661,477	\$661,477	\$598,923	\$598,923	\$598,923	\$598,923
Current Year Cash Added (Used)	\$55,567	\$40,955	\$0	(\$62,554)	\$0	\$0	\$0

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division:

Community & Econ. Dev.

Fund: Program: Block Grant (#223) Community & Econ. Dev.

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Block Grants Program Income Home Project Reimb.	427,353 0 31	260,469 0 28,802	559,230 0 0	561,000 0 0	308,210 0 0	317,460 0 0	326,990 0 0
Total	\$427,384	\$289,271	\$559,230	\$561,000	\$308,210	\$317,460	\$326,990

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	18,949	27,154	11,990	16,845	9,560	9,850	10,150
Commodities	369	523	750	876	750	770	790
Service & Charges	442,143	385,696	496,490	464,987	297,900	306,840	316,050
Capital Outlay	0	0	50,000	50,000	0	0	0
Total	\$461,461	\$413,373	\$559,230	\$532,707	\$308,210	\$317,460	\$326,990

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	0.11	0.08	0.08	0.08	0.06	0.06	0.06
Part Time	0.04	0.07	0.07	0.07	0.07	0.07	0.07
Total	0.15	0.15	0.15	0.15	0.13	0.13	0.13

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### **BLOCK GRANT FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	130,623	96,546	(27,557)	(27,557)	736	736	736
Total Revenues	427,384	289,271	559,230	561,000	308,210	317,460	326,990
Total Expenditures	461,461	413,373	559,230	532,707	308,210	317,460	326,990
Ending Balance	\$96,546	(\$27,557)	(\$27,557)	\$736	\$736	\$736	\$736
Current Year Cash Added (Used)	(\$34,077)	(\$124,102)	\$0	\$28,293	\$0	\$0	\$0

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## CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division: Fund: Visitor & Tourism Srvcs Visitors & Tourism Services

(#261)

Program:

Culture & Recreation

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Interest	20,173	9,129	15,000	1,485	1,500	1,000	1,000
Hotel/Motel Transfer	389,068	377,125	218,750	396,200	400,000	400,000	400,000
Building Reserve Transfer	0	0	10,940	10,940	20,000	20,000	20,000
Tourism Marketing Trans.	70,032	67,883	39,380	39,380	94,000	94,000	94,000
Postage Income	2,895	1,615	0	0	0	0	0
Media Income	2,588	967	0	0	0	0	0
Building Rental Fees	2,738	50	5,000	1,000	5,000	5,000	5,000
Gift Shop Receipts	5,512	3,730	5,000	6,457	5,000	5,100	5,100
Special Projects	1,000	968	0	0	0	0	0
Brochures & Pub Income	13,134	592	0	54,465	0	0	0
Miscellaneous	1,218	424	6,000	6,000	6,000	6,000	6,000
Total	\$508,357	\$462,483	\$300,070	\$515,927	\$531,500	\$531,100	\$531,100

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services Commodities Service & Charges Capital Outlay	249,959 92,937 214,176 22,881	324,513 77,632 188,041 25,996	352,410 91,380 186,930 228,140	389,806 72,695 160,828 28,140	340,860 107,380 208,890 67,200 4,600	351,090 110,600 215,160 37,500 4,500	361,620 113,920 221,610 15,950 4,500
Transfers Total	7,440 \$587,393	7,488 <b>\$623,670</b>	4,600 <b>\$863,460</b>	4,600 <b>\$656,069</b>	\$728,930	\$718,850	\$717,600

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							0.00
Full Time	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Part Time	2.91	2.91	2.91	2.91	2.91	2.91	2.91
Total	4.91	4.91	4.91	4.91	4.91	4.91	4.91

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### TOURISM AND VISITORS SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	874,465	795,429	634,242	634,242	494,100	296,670	108,920
Total Revenues	508,357	462,483	300,070	515,927	531,500	531,100	531,100
Total Expenditures	587,393	623,670	863,460	656,069	728,930	718,850	717,600
Ending Balance	\$795,429	\$634,242	\$70,852	\$494,100	\$296,670	\$108,920	(\$77,580)
Current Year Cash Added (Used)	(\$79,036)	(\$161,187)	(\$563,390)	(\$140,142)	(\$197,430)	(\$187,750)	(\$186,500)

01. Item 3.

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF COMMUNITY DEVELOPMENT

Division: Fund: Capital Reserves
Capital Reserves

(294-298 & 472)

Program:

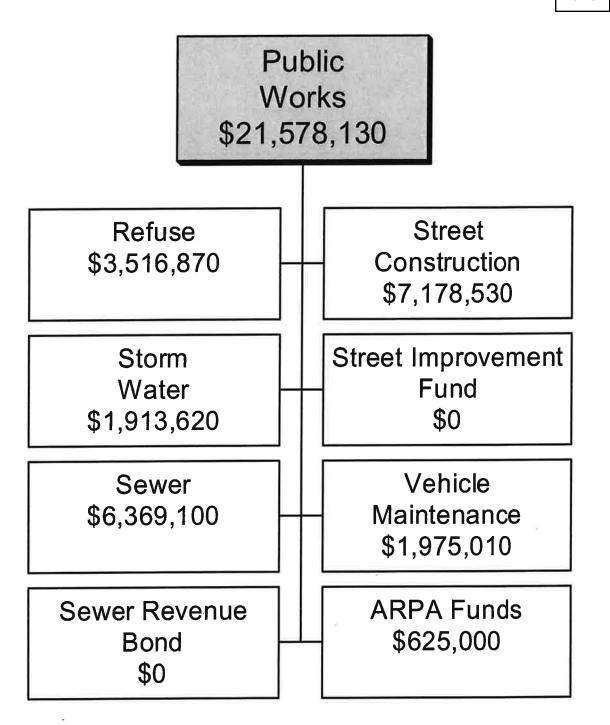
Culture & Recreation

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Cultural Fees	17,770	24,605	7,000	45,323	25,000	0	0
Golf Fees	20,000	30,000	170,000	40,000	70,000	55,000	45,000
Rec. Center Fees	92,254	223,219	19,000	113,981	392,000	86,000	1,502,000
Softball Fees	8,773	6,760	3,000	7,403	3,000	3,000	3,000
Interest Income	68,896	31,483	0	5,990	0	0	0
Transfer	0	0	0	0	0	0	0
Total	\$207,692	\$316,067	\$199,000	\$212,696	\$490,000	\$144,000	\$1,550,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay Service Charge	339,944 1,919	489,434 16,440	199,000 0	199,000 0	490,000 0	144,000 0	1,550,000 0
Total	\$341,863	\$505,874	\$199,000	\$199,000	\$490,000	\$144,000	\$1,550,000

#### **CAPITAL RESERVES FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	2,946,831	2,812,660	2,622,853	2,622,853	2,636,549	2,636,549	2,636,549
Total Revenues	207,692	316,067	199,000	212,696	490,000	144,000	1,550,000
Total Expenditures	341,863	505,874	199,000	199,000	490,000	144,000	1,550,000
Ending Balance	\$2,812,660	\$2,622,853	\$2,622,853	\$2,636,549	\$2,636,549	\$2,636,549	\$2,636,549
Current Year Cash Added (Used)	(\$134,171)	(\$189,807)	\$0	\$13,696	\$0	\$0	\$0



# CITY OF CEDAR FALLS REVENUE SUMMARY BY FUND AND DEPARTMENT PUBLIC WORKS FOR FISCAL YEAR 2020 – 2025

<u>REFUSE FUND</u> – The Refuse Fund has been experiencing significant increases in landfill tipping fees and refuse collection costs, as well as investing curbside recycling and cost saving ideas such as one-man garbage trucks. To cover the increase in costs, refuse rates were evaluated in 2020 and fees were increased effective 1/1/21.

<u>STORM WATER</u> – This was a new enterprise fund in FY07. New federal and state mandates related to storm water runoff and water quality forced the City to provide inspection and detection services. New ordinances were created in FY06 to establish the Storm Water Utility. Storm Water rates were increased 4 years ago and will need to be evaluated again.

<u>SEWER RENTAL FUND</u> – Sewer rates will increase by 7% each year for the next 5 years. These increases are necessary due to large sewer projects to ensure compliance with EPA and DNR.

**SEWER REVENUE BOND FUND** – This fund is used to account for sewer projects that are funded by revenue bond sales.

**ARPA FUND** – This fund was just established in FY22 to account for the approximate \$6.5 million the City will be receiving through the Coronavirus State and Local Recovery Funds program.

<u>STREET CONSTRUCTION FUND</u> – The Street Construction Fund accounts for the Road Use Tax revenues that are distributed to the City by the State of Iowa. The Road Use Tax funds are required by State law to be accounted for in a separate special revenue fund. The State determines the amount each city receives based on a formula that uses the population of the city.

<u>VEHICLE MAINTENANCE FUND</u> – The Vehicle Maintenance Fund maintains and accounts for all vehicles in the City. The Vehicle Maintenance expenditures are allocated to all the departments based on actual maintenance services provided to those departments in the past fiscal year.

Robert Martin Maint. Worker Part-Time

Shem McCoy Maint, Worker

Casey Paine Maint. Worker

Vacant Signal Technician Part-Time Brian Graham Maint. Worker Brett Riley Maint. Worker Matthew Lukehart Supervisor Traffic Operations Vacant Environmental Engineer Ted Timson Maint. Worker Josh Tlmmerman Equip. Oper. Landon Parmer Maint. Worker Lamy Camarata Maint, Worker Mke Soppe Jason Yearous Supervisors, Sewer Richard Mitchell Asst. Equip. Mech Part-Time Robert Richardson Equipment Mech. Andrew Lee Asst. Equip, Mech. Derek Gearhart Equip, Mech. Bradley Yearling Equp. Mech Brian Steinlage Equip. Mech. Dustin Rawdon Fleet Maintenance Supervisor Julia Donahue Administrative Asst. Full-Time Brian Heath Operations & Maintenance Chase Schrage Director of Public Works City of Cedar Falls Public Works Manager Scott Goodenbour Maint. Worker Christopher Blohn Maint, Worker Lisa Conrad Maint. Worker Part-Time Jesse June Maint. Worker Part-Time Mike Ravn Maint. Worker Part-Time Kathy Gaede Maint. Worker Part-Time Kevin Tegtmeier Maint. Worker Laurie Lynch Administrative Asst. Part-Time Doyle Smith Public Works & Parks Supervisor - Refuse Stephanie Camargo Maint. Worker Part-Time Benjamin Bausman Maint. Worker Rick Christiansen Maint, Worker Part-Time Virgil Butterfield Maint, Worker Part-Time Jeff Bass Maint Worker Part-Time Scott Dagit Maint. Worker Part-Time Nicholas Sires Maint. Worker Roy Trenkamp Maint, Worker Trevor Johnson Equip. Op. Joe Tegtmeler Maint. Worker Dennis Douglas Equip. Op. Carl Yokem Maint. Worker Robert Henry Maint, Worker Ken Lewis Maint, Worker Adam Burg Equip. Op. Mike Soppe Jason Yearous Supervisor, Streets Royce Eiklenborg Maint. Worker Mark Forrester Equip. Op. Rick Ehmen Maint, Worker James Dietz Maint, Worker Josiah Smith Maint. Worker Jacob Clark Maint, Worker Vacant Equip. Op.

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### CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

Refuse

Fund: Program: Refuse (#551) Business-Type

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Collections	2,461,570	2,543,114	2,700,000	2,717,819	2,700,000	2,835,000	2,976,750
Interest	119,678	58,277	50,000	11,916	20,000	25,000	27,000
Miscellaneous	54,186	48,899	20,000	14,058	20,000	20,000	20,000
Sewer Rental Fund Transfer	0	145,680	141,720	141,720	151,150	155,683	160,354
Street Construction Fund Xfe	203,160	145,680	141,720	141,720	151,150	155,683	160,354
Transfer Station Fees	235,351	269,156	260,000	314,642	260,000	260,000	270,000
Yard Waste Fees	2,374	1,236	2,000	1,752	2,000	2,000	2,000
Bag Tags	352	522	0	83	0	0	0
Recycling	168,808	213,278	200,000	258,046	200,000	200,000	200,000
Total	\$3,245,479	\$3,425,842	\$3,515,440	\$3,601,756	\$3,504,300	\$3,653,366	\$3,816,459

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	1,296,315	1,309,800	1,442,310	1,432,093	1,486,090	1,530,670	1,576,590
Commodities	87,907	71,490	107,940	81,762	111,440	114,780	118,220
Service & Charges	1,283,229	1,292,788	1,340,060	1,291,900	1,381,530	1,422,980	1,465,670
Capital Outlay	723,582	178,756	525,000	525,000	345,000	295,000	200,000
Debt Service		0	0	0	0	0	0
Transfers	145,933	157,756	169,740	169,740	192,810	198,590	204,550
Total	\$3,536,967	\$3,010,590	\$3,585,050	\$3,500,495	\$3,516,870	\$3,562,020	\$3,565,030

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	9.50	9.67	9.67	9.67	9.67	9.67	9.67
Part Time	6.91	6.98	8.43	8.43	8.46	8.46	8.46
Total	16.41	16.65	18.10	18.10	18.13	18.13	18.13

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### **REFUSE FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	5,152,690	4,861,202	5,276,454	5,276,454	5,377,716	5,365,145	5,456,491
Total Revenues	3,245,479	3,425,842	3,515,440	3,601,756	3,504,300	3,653,366	3,816,459
Total Expenditures	3,536,967	3,010,590	3,585,050	3,500,495	3,516,870	3,562,020	3,565,030
Ending Balance	\$4,861,202	\$5,276,454	\$5,206,844	\$5,377,716	\$5,365,145	\$5,456,491	\$5,707,920
Current Year Cash Added (Used)	(\$291,488)	\$415,252	(\$69,610)	\$101,261	(\$12,570)	\$91,346	\$251,429

### CITY OF CEDAR FALLS **FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS**

Engineering/Storm Water Division: Storm Water (#555)

Fund: Program: Business-Type

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Storm Water Fees Permit & Review Fees Interest Miscellaneous Recipts	971,765 21,263 47,637 95,057	1,028,759 25,490 21,110 0	1,000,000 25,000 20,000 0	1,082,684 25,000 5,859 0	1,050,000 25,000 6,000	1,050,000 25,000 5,000	1,050,000 25,000 5,000 0
Total	\$1,135,722	\$1,075,359	\$1,045,000	\$1,113,543	\$1,081,000	\$1,080,000	\$1,080,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	254,645	265,718	282,190	278,762	339,500	349,690	360,180
Commodities	18,139	27,797	26,300	22,704	26,800	27,600	28,430
Service & Charges	128,866	109,235	159,160	114,882	164,930	169,880	174,980
Capital Outlay	1,122,586	(383,167)	574,000	574,000	1,230,000	1,330,000	775,000
Debt Service	148,200	144,650	116,500	116,500	117,250	117,250	118,000
Transfers	0	0	31,710	31,710	35,140	36,193	37,279
Total	\$1,672,436	\$164,233	\$1,189,860	\$1,138,558	\$1,913,620	\$2,030,613	\$1,493,869

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full Time Part Time	3.20 0.10	3.20 0.10	3.20 0.10	3.20 0.10	3.50 0.10	3.50 0.10	3.50 0.10
Total	3.30	3.30	3.30	3.30	3.60	3.60	3.60

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### STORM WATER FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	2,173,610	1,636,897	2,548,023	2,548,023	2,523,007	1,690,387	739,774
Total Revenues	1,135,722	1,075,359	1,045,000	1,113,543	1,081,000	1,080,000	1,080,000
Total Expenditures	1,672,436	164,233	1,189,860	1,138,558	1,913,620	2,030,613	1,493,869
Ending Balance	\$1,636,897	\$2,548,023	\$2,403,163	\$2,523,007	\$1,690,387	\$739,774	\$325,905
Current Year Cash Added (Used)	(\$536,713)	\$911,126	(\$144,860)	(\$25,015)	(\$832,620)	(\$950,613)	(\$413,869)

### **CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS**

Division:

Sewer Rental

Fund:

Sewer Rental (#552)

Program:

Business-Type

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Collections	6,708,245	7,038,502	7,100,000	7,825,604	7,918,000	8,472,260	9,063,320
Interest	224,708	124,974	150,000	25,693	50,000	60,000	60,000
Miscellaneous	4,597	14,201	5,000	4,600	5,000	5,000	5,000
Industrial User Fees	30,112	28,869	30,000	27,456	30,000	30,000	30,000
Farm Rental	97,600	97,600	100,000	98,000	100,000	100,000	100,000
Total	\$7,065,262	\$7,304,145	\$7,385,000	\$7,981,354	\$8,103,000	\$8,667,260	\$9,258,320

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	1,261,768	1,240,683	1,380,240	1,269,936	1,505,540	1,550,710	1,597,230
Commodities	240,039	212,305	270,900	206,056	272,400	280,570	288,990
Service & Charges	952,272	976,380	1,074,760	961,783	1,085,440	1,118,000	1,151,540
Capital Outlay	714,487	915,863	615,000	615,000	775,000	645,000	975,000
Debt Service	1,440,745	1,440,085	2,563,360	2,563,360	2,421,420	2,416,070	2,404,320
Transfers	1,298,983	1,440,746	284,430	284,430	309,300	318,580	328,140
Total	\$5,908,293	\$6,226,063	\$6,188,690	\$5,900,565	\$6,369,100	\$6,328,930	\$6,745,220

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions: Full Time Part Time	15.10 2.27	15.00 2.27	15.00 2.27	15.00 2.27	15.70 2.27	15.70 2.27	15.70 2.27
Total	17.37	17.27	17.27	17.27	17.97	17.97	17.97

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### **SEWER RENTAL FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025	
Beginning Balance	8,500,370	9,657,338	10,735,421	10,735,421	12,816,209	14,550,109	16,888,439	
Total Revenues	7,065,262	7,304,145	7,385,000	7,981,354	8,103,000	8,667,260	9,258,320	
Total Expenditures	5,908,293	6,226,063	6,188,690	5,900,565	6,369,100	6,328,930	6,745,220	
Ending Balance	\$9,657,338	\$10,735,421	\$11,931,731	\$12,816,209	\$14,550,109	\$16,888,439	\$19,401,539	
Current Year Cash Added (Used)	\$1,156,969	\$1,078,083	\$1,196,310	\$2,080,789	\$1,733,900	\$2,338,330	\$2,513,100	



#### CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

Public Works

Fund:

Sewer & Storm Wtr Rev Bonds

(541/545)

Program:

Business-Type

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Bond Proceeds Interest Income Miscellaneous	659,764 26,343 0	1,500,000 0 0	0 0 0	o o o	0 0 0	12,800,000 0 0	30,000,000 0 0
Total	\$686,107	\$1,500,000	\$0	\$0	\$0	\$12,800,000	\$30,000,000

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Capital Outlay	410,162	549,923	2,030,000	3,221,330	0	12,800,000	30,000,000
Total	\$410,162	\$549,923	\$2,030,000	\$3,221,330	\$0	\$12,800,000	\$30,000,000

#### SEWER REVENUE BONDS FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025		
Beginning Balance	1,995,309	2,271,254	3,221,330	3,221,330	0	0	0		
Total Revenues	686,107	1,500,000	0	0	0	12,800,000	30,000,000		
Total Expenditures	410,162	549,923	2,030,000	3,221,330	0	12,800,000	30,000,000		
Ending Balance	\$2,271,254	\$3,221,330	\$1,191,330	\$0	\$0	\$0	\$0		
Current Year Cash Added (Used)	\$275,945	\$950,077	(\$2,030,000)	(\$3,221,330)	\$0	\$0	\$0		

Otherfnd

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#### CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

PW/ARPA

Fund: Program: ARPA Funds (410) Capital Projects

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Miscellaneous	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	0	0	0	0	0	0	0
Commodities	0	0	0	0	0	0	0
Service & Charges	0	0	0	0	0	0	0
Capital Outlay	0	0	0	0	625,000	0	0
Transfers	0	0	0	0	0	0	0
Total	\$0	\$0	\$0	\$0	\$625,000	\$0	\$0

#### STREET IMPROVEMENT FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	0	0	0	0	0	(625,000)	(625,000)
Total Revenues	0	0	0	0	0	0	0
Total Expenditures	0	0	0	0	625,000	0	0
Ending Balance	0	0	0	0	(625,000)	(625,000)	(625,000)
Current Year Cash Added (Used)	0	0	0	0	(625,000)	0	0

#### **CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS**

Public Works Program:

Division: Street Construction Fund: Street Construction (#206)

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Road Use Tax West 1st	5,047,157 0 107.047	5,879,631 0 52.867	5,025,280 0 10.000	6,327,568 0 9,670	5,150,190 0 10,000	5,190,910 0 10,000	5,211,260 0 10,000
Miscellaneous  Total	\$5,154,204	\$5,932,498	\$5,035,280	\$6,337,238	\$5,160,190	\$5,200,910	\$5,221,260

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	1,588,147	1,692,315	1,680,890	1,614,526	1,827,260	1,882,080	1,938,540
Commodities	558,734	407,580	646,810	411,863	664,460	684,390	704,920
Service & Charges	869,639	834,538	850,430	834,068	924,280	952,010	980,570
Capital Outlay	1,618,805	1,332,077	2,557,500	2,557,500	3,396,750	2,032,000	3,179,500
Debt Service	0	0	0	0	0	0	0
Transfers	376,853	351,446	352,510	352,510	365,780	376,750	388,050
Total	\$5,012,178	\$4,617,956	\$6,088,140	\$5,770,467	\$7,178,530	\$5,927,230	\$7,191,580

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	20.50	19.50	19.50	19.50	20.50	20.50	20.50
Part Time	4.15	4.87	3.42	3.42	4.15	4.15	4.15
Total	24.65	24.37	22.92	22.92	24.65	24.65	24.65

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### STREET CONSTRUCTION FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	8,437,357	8,579,383	9,893,925	9,893,925	10,460,696	8,442,356	7,716,036
Total Revenues	5,154,204	5,932,498	5,035,280	6,337,238	5,160,190	5,200,910	5,221,260
Total Expenditures	5,012,178	4,617,956	6,088,140	5,770,467	7,178,530	5,927,230	7,191,580
Ending Balance	8,579,383	9,893,925	8,841,065	10,460,696	8,442,356	7,716,036	5,745,716
Current Year Cash Added (Used)	142,026	1,314,542	(1,052,860)	566,772	(2,018,340)	(726,320)	(1,970,320)

Otherfnd 01-Mar-22

# CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division: Fund: Street Improvement Street Improvement (#408)

Program:

Capital Projects

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Federal/State Funding	0	0	0	0	0	0	0
Miscellaneous	3,927,548	48,750	0	0	0	0	0
Interest	0	0	0	0	0	0	0
Total	\$3,927,548	\$48,750	\$0	\$0	\$0	\$0	\$0

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	0	0	0	0	0	0	0
Commodities	0	0	0	0	0	0	0
Service & Charges	0	0	0	0	0	0	0
Capital Outlay	270,281	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0
Transfers	0	0	0	0	0	0	0
Total	\$270,281	\$0	\$0	\$0	\$0	\$0	\$0

#### STREET IMPROVEMENT FUND SUMMARY

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025	
Beginning Balance	(3,706,017)	(48,750)	(0)	(0)	(0)	(0)	(0)	
Total Revenues	3,927,548	48,750	0	0	0	0	0	
Total Expenditures	270,281	0	0	0	0	0	0	
Ending Balance	(48,750)	(0)	(0)	(0)	(0)	(0)	(0)	
Current Year Cash Added (Used)	3,657,267	48,750	0	0	0	0	0	

### 01-1 Item 3.

#### CITY OF CEDAR FALLS FY2023 BUDGET DEPARTMENT OF PUBLIC WORKS

Division:

Vehicle Maintenance

Fund:

Vehicle Maintenance (#685)

Program:

Internal Service

Revenue	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Rental Fees Interest Miscellaneous	1,741,050 70,247 93,898	1,707,280 36,809 132,829	1,614,680 5,000 30,000	1,614,680 7,352 60,630	1,640,010 5,000 30,000	1,698,360 5,000 30,000	1,758,470 5,000 30,000
Total	\$1,905,195	\$1,876,918	\$1,649,680	\$1,682,662	\$1,675,010	\$1,733,360	\$1,793,470

Expenditures	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Personal Services	476,983	529,535	569,100	547,281	589,210	606,890	625,100
Commodities	931,489	916,771	1,029,970	983,723	1,029,970	1,060,870	1,092,700
Service & Charges	202,109	193,611	270,610	177,817	325,830	335,600	345,670
Capital Outlay	0	0	80,000	102,360	30,000	30,000	30,000
Transfers	0	0	0	0	0	0	0
Total	\$1,610,582	\$1,639,918	\$1,949,680	\$1,811,181	\$1,975,010	\$2,033,360	\$2,093,470

Auth. Positions	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Positions:							
Full Time	4.00	6.00	6.00	6.00	6.00	6.00	6.00
Part Time	3.38	1.23	1.23	1.23	1.23	1.23	1.23
Total	7.38	7.23	7.23	7.23	7.23	7.23	7.23

NOTE: Data relative to full time employees is in full time equivalents (FTE) and not actual positions available.

#### **VEHICLE MAINTENANCE FUND SUMMARY**

	Actual 2019/2020	Actual 2020/2021	Budgeted 2021/2022	Projected 2021/2022	Budgeted 2022/2023	Proposed 2023/2024	Proposed 2024/2025
Beginning Balance	3,132,368	3,426,981	3,663,981	3,663,981	3,535,461	3,235,461	2,935,461
Total Revenues	1,905,195	1,876,918	1,649,680	1,682,662	1,675,010	1,733,360	1,793,470
Total Expenditures	1,610,582	1,639,918	1,949,680	1,811,181	1,975,010	2,033,360	2,093,470
Ending Balance	\$3,426,981	\$3,663,981	\$3,363,981	\$3,535,461	\$3,235,461	\$2,935,461	\$2,635,461
Current Year Cash Added (Used)	\$294,613	\$237,000	(\$300,000)	(\$128,520)	(\$300,000)	(\$300,000)	(\$300,000)

#### Long-Term Debt

The Debt Service Fund is a legally required fund. The fund administers the payments for all of the City's general obligation debt, including payments on Tax Increment Financing bonds. Revenue bonds are administered in the enterprise fund that is securing the debt. Currently the Sewer fund and the Storm Water fund are the enterprise funds with debt outstanding.

The debt service property tax levy finances the bond and interest payments that are not being secured from other revenue sources. The levy rate for debt service for FY23 is \$0.47 compared to \$0.30 for FY22.

The total debt service requirements for debt currently held by the city are as follows:

Year Ending	Tax Increment Financing Bonds	eral Obligation lotes/Bonds	 Total Interest	 Total
2023		1,795,000	334,200	2,129,200
2024		1,860,000	280,900	2,140,900
2025	-	1,915,000	225,250	2,140,250
2026	:==	1,975,000	167,600	2,142,600
2027		1,735,000	114,600	1,849,600
2028	; <del>=</del> =	1,775,000	65,800	1,840,800
2029	:==:	390,000	15,900	405,900
2030	<u> </u>	405,000	8,100	413,100
2031	X	990	7.00	
	\$ 0	\$ 11,850,000	\$ 1,212,350	\$ 13,062,350

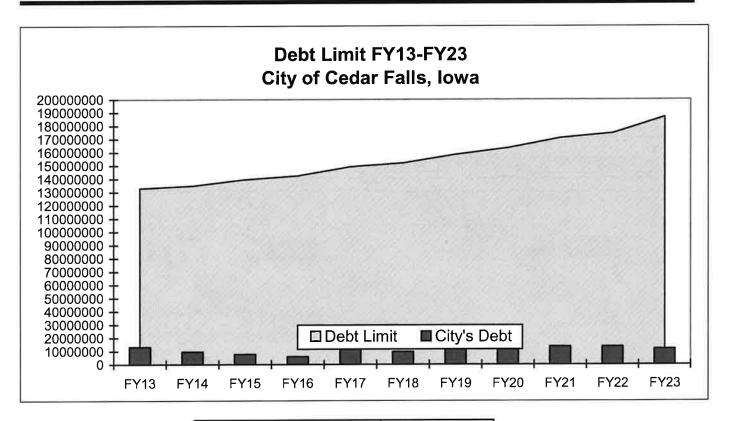
Table does not include the debt service to finance the sewer & water treatment facility upgrades through the State Revolving Fund and internal financing. The table also does not include the debt service on bonds expected to be sold in calendar year 2022.

The City of Cedar Falls was upgraded to a Aaa rating from Moody's Investor Services in June 2020 for all general obligation issuances. This was a major achievement by the City. The upgrade was a result of strong financial management evidenced by a long history of strong cash reserves and liquidity, modest debt burden, and low fixed costs.

In 2020, the City issued \$3,430,000 in General Obligation Capital Loan Notes. The proceeds were for various capital projects, including Olive Street Box Culvert, Union Road Trail, Cedar Heights Drive Reconstruction, Greenhill Road & S. Main Intersection, and a new fire truck.

#### **Impact on Property Taxes**

During calendar year 2022, the City may sell approximately \$3,796,000 in General Obligation Bonds. These proceeds will be used for various citywide projects, including Slope Repairs, Cedar Heights Drive Reconstruction, River Improvements, South Main Intersection improvements, Main Street Reconstruction, and City's new financial system.



Year	Debt Limit	City's Debt
FY13	132,967,751	13,205,000
FY14	134,876,517	9,640,000
FY15	139,586,122	7,770,000
FY16	142,421,126	5,920,000
FY17	149,224,259	13,270,000
FY18	151,911,983	9,740,000
FY19	158,343,489	14,085,000
FY20	163,389,318	11,670,000
FY21	170,858,420	13,595,000
FY22	174,549,627	13,595,000
FY23	186,759,662	11,850,000 *

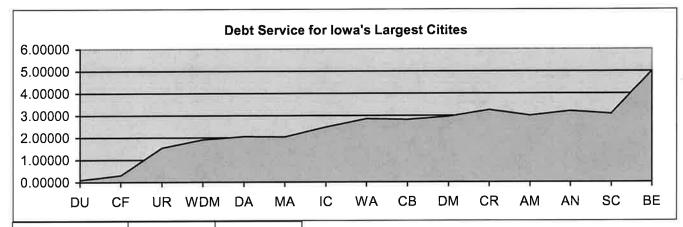
<sup>\*</sup> estimate

### **Debt Service Levy**

The City of Cedar Falls' debt levy is very low compared to similar sized cities in lowa. This is caused by two reasons:

- 1. The City of Cedar Falls tries to maintain its outstanding debt relatively stable by only issuing replacement debt.
- 2. The City currently pays some of its debt service out of the \$8.10 levy, while maximizing the trust and agency levy.

By maintaining the debt service rate at low levels, taxpayers avoid fluctuations year to year from debt service. The City utilizes its Capital Improvements Program to project how projects will affect the debt service levy over the next 3-5 years.



City	FY22 Debt Service	2020 Population
Dubuque	0.09215	59,667
Cedar Falls	0.30186	40,713
Urbandale	1.54000	45,580
W. Des Moines	1.91000	68,723
Davenport	2.04999	101,724
Marion	2.03662	41,535
Iowa City	2.47846	74,828
Waterloo	2.85552	67,314
Council Bluffs	2.82000	62,799
Des Moines	2.96000	214,133
Cedar Rapids	3.25225	137,710
Ames	2.99735	66,427
Ankeny	3.20000	67,887
Sioux City	3.07864	85,797
Bettendorf	5.00000	39,102
Average:	2.43819	

Cedar Falls' debt service levy is approximately \$2.14 below the average of the State's fifteen largest cities.

#### **Debt Limitation**

The debt limit for Iowa cities is 5% of the actual value of taxable property within the City. Debt subject to the debt limit includes general obligation debt, bond anticipation notes, and revenue bonds issued pursuant to Iowa Code Chapter 403 (tax increment). Revenue and special assessment bonds, except for bonds issued pursuant to Iowa Code Chapter 403, are not subject to the City's debt limit. The City's debt limit for the fiscal year 2023 is based upon actual property valuation at January 1, 2021.

The Constitution of the State of Iowa, Article XI, Section 3, provides as follows:

"Indebtedness of political or municipal corporations. No county, or other political or municipal corporation shall be allowed to become indebted in any manner, or for any purpose, to an amount, in the aggregate, exceeding five per centum on the value of taxable property within such county or corporation to be ascertained by the last State or County tax lists, previous to the incurring of such indebtedness."

The outstanding obligation debt of the City does not exceed its legal debt margin computed as follows:

Estimated actual valuation of taxable property within the City - Jan 1, 2021	\$ 3,735,193,238
Debt limit - 5% of total actual valuation  Debt applicable to debt limit:	\$ 186,759,662
General Obligation Bonds/Notes  General Obligation Bonds/Notes - CFU Communication Bonds	11,850,000 0
Legal Debt Margin	\$ 174,909,662
Total net debt applicable to the limit as a percentage of debt limit	6.35%

**Debt History** 

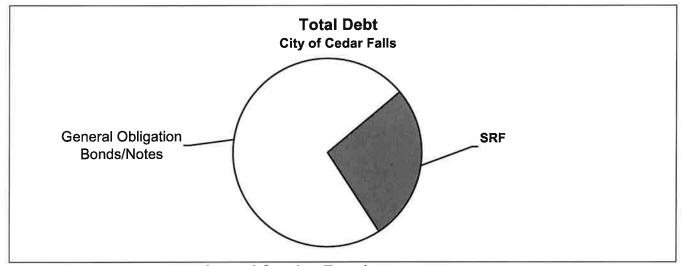
2018

Legal Debt	Margin			
2019	2020	2021		2022
158,343,489	\$ 163,389,318	\$ 170,85	8,420 \$	174,549,627

Debt Limit Total net debt	\$ 151,911,983	\$	158,343,489	\$ 163,389,318	\$	170,858,420	\$	174,549,627
applicable to								
limit	9,740,000	9	14,085,000	11,670,000	-	13,595,000	_	13,595,000
Legal debt								
margin	\$ 142,171,983	\$	144,258,489	\$ 151,719,318	\$	157,263,420	\$	160,954,627
Total net debt applicable to								
the limit as a								
percentage of								
Debt Limit	6.41%		8.90%	7.14%		7.96%		7.79%

## Principal Annual Maturities As of January 1, 2023

Year	SRF Revenue	General Obligation Notes/Bonds
2023	339,000	1,795,000
2024	350,000	1,860,000
2025	361,000	1,915,000
2026	373,000	1,975,000
2027	385,000	1,735,000
2028-2033	2,584,000	2,570,000
Total	4,392,000	11,850,000



**Annual Service Requirements** 

The annual debt service requirements to service the outstanding indebtedness of the City's are as follows:

<u> </u>		
Year	Sewer Bonds	General Obligation Notes/Bonds
2023	481,740	2,129,200
2024	481,723	2,140,900
2025	481,348	2,140,250
2026	481,615	2,142,600
2027	481,493	1,849,600
2028-2033	2,885,763	2,659,800
Total	5,293,682	13,062,350

#### **City of Cedar Falls Outstanding Bond Report** As of January 1, 2023

Bonded Debt Description	Maturity Date	General Obligation Bonds/Notes	Utility Bonds	Revenue Bonds
Capital Loan Notes	06/01/30	2,965,000		1
Capital Loan Notes	06/01/26	1,130,000		
Capital Loan Notes - Sewer	06/01/28	3,815,000		
2012 Sewer Internal Financing*	06/01/35	8,965,000		
General Obligation Bonds	06/01/28	1,900,000		
GO Bonds - Sewer	06/01/28	1,430,000		
GO Bonds - Stormwater	06/01/28	610,000	1	
SRF	06/01/33			4,392,000
Total		\$20,815,000	\$0	\$4,392,000

<sup>\*</sup>This represents the amounts the health trust fund and capital project fund have loaned to the sewer fund.

#### City of Cedar Falls

#### **Debt Service for FY23**

Bonds Due 06/30/23	Principal	Interest	Total
2020 Capital Loan Notes	340,000	59,300	399,300
Sewer SRF Loan	339,000	142,740	481,740
2016 GO Bonds	275,000	22,600	297,600
2018 GO Bonds	280,000	84,850	364,850
2018 Sewer Bonds	210,000	63,900	273,900
2018 Stormwater Bonds	90,000	27,250	117,250
2016 Sewer Bonds	600,000	76,300	676,300
	\$ 2,134,000	\$ 476,940	\$ 2,610,940

If bonds are sold after the FY23 budget certification date, debt service in FY23 on those bonds will be budgeted in FY24.

#### FINANCIAL POLICIES FOR THE CAPITAL IMPROVEMENTS PROGRAM

#### **CAPITAL EXPENDITURES**

#### 1. **DEFINITION**:

A. Capital Improvements - Capital items of a relatively permanent nature, such as buildings, and other attachments or improvements to land which are intended to remain so attached such as storm drains, sewers and streets.

Capital improvements have four characteristics:

- (1) They are permanent in nature.
- (2) They are relatively expensive.
- (3) They usually don't recur annually.
- (4) They result in fixed assets.
- B. Capital Expenditures Those expenditures for public improvements and their preliminary studies and the acquisitions of property or equipment for new public improvements. Capital expenditures are expenditures for capital improvements and shall be financed under the provisions of this fiscal policy and planned in terms of the five-year Capital Improvements Program. Excluded from capital expenditures are operating expenditures; those annual expenditures which are necessary to the maintenance of the city, the rendering of services, and providing for normal operation.

#### 2. PROJECT ANALYSIS:

Capital improvement projects for the five-year period shall be analyzed for the following:

- A. Compatibility with the Comprehensive Plan.
- B. Revenue Source A clear distinction shall be made between tax-supported and self-supported bonds (G.O. versus revenue bonds). All projects supported by revenue bonds must demonstrate ability to develop sufficient incomes to repay their costs and costs associated with financing. In addition, proposed revenue sources shall be analyzed in terms of whether the revenue can be used for the proposed project and the probability that the revenue will be available.
- C. Compatibility with the City Council's goals.

#### 3. MAXIMUM LIMITATIONS ON GENERAL OBLIGATION BONDS:

The following two maximum limitations shall apply to general obligation bonds:

#### A. Debt Limit:

Debt incurred as a general obligation of the City of Cedar Falls shall not exceed constitutional or statutory limits: presently 5% of the market value of the taxable

property within the corporate limits as established by the County Assessor. (State law requirements.)

#### В. Borrowing Reserve:

A minimum of 25% borrowing reserve, or debt margin, shall be maintained to meet emergencies, and if so used, the bond shall be retired as soon as reasonably possible in accordance with the provisions of this fiscal policy.

#### 4. **CEILING ON DEBT SERVICE:**

- Debt service charges payable from the general tax levy shall not exceed 25% of Α. that levy in any one fiscal year.
- Maintain debt service payments to no more than \$3.00 per \$1,000 of assessed B. valuation unless the rollback shift increases the rate.

#### 5. **FINANCING:**

As a general rule, financing of capital improvements shall meet the following quidelines:

- General property tax and operating revenues, to the extent available, shall be Α. used for capital project financing.
- When general property tax and operating revenues are not available under the B. maximum tax rates permitted by law or deemed advisable by the Council, financing of capital projects and replacements may be accomplished by the use of bonds.
- Every effort shall be made to seek out state or federal grants or assistance to C. offset a portion of the cost of capital projects.
- Maintenance of level of tax rates devoted to debt service. D.
- E. Maintenance of minimum operating reserves.
- Maintenance of a balance between debt service and current operating F. expenditures.
- Reduction in use of debt capacity following Interstate Substitution project G. construction.
- Maximizing intergovernmental grants-in-aid to offset local costs without Н. incurring undue ongoing operating cost impacts.
- Issue new G.O. bonds at no more than replacement debt levels. I.
- Minimize property tax impacts on properties by limiting and balancing debt J. repayment schedules.
- Calculate financial impacts utilizing conservative growth assumptions. K.

#### PROPERTY TAX AND DEBT LIMIT EFFECTS

The City Council and the Planning & Zoning Commission were presented a 5-year Capital Improvement Schedule (CIP) in January. Three of the larger projects on the schedule that are funded with GO funding are the Cedar Heights Drive Reconstruction, Main Street Reconstruction and Aldrich Elementary School Connections. The GO funding for these projects are estimated at \$4.2 million. The school connection project is scheduled for FY22-FY26, the Main Street project is scheduled for FY22-FY25, and the Cedar Heights project is scheduled for FY21-23. Historically, the City issues general obligation on a biennial basis. The City does coordinate with Cedar Falls Utilities, who then issues debt on the off year. Therefore, any General Obligation (GO) bond revenue source prior to 2022 has already been sold and those projects are funded. Any GO revenue source of 2022 or after, the bonds have not been sold yet. Therefore, the funding for these projects is only preliminary at this stage.

In addition to General Obligation (GO) funding, the City also looks at revenue bond sales (SRB) or the State Revolving Fund to fund projects in the sewer fund. These financing sources do not count against the City's debt limit, however, do have to meet certain coverage and reserve requirements as it relates to getting a bond rating from Moody's or a revolving loan from the state. This is critical in determining how much the City can sell for these projects. To obtain the reserve and coverage requirements, the City implemented sewer rate increases of 7% per year for 5 years.

Unfortunately, the sewer fund already funded \$17 million in upgrades to the treatment facility and there are major sewer projects on the horizon. These projects include \$112.4 million for Nutrient Removal Upgrade. ARPA funds in the amount of \$.46 million will be used to help offset some costs related to this project. At this time, the City is unsure what the EPA requirements will be and how much all the upgrades will cost. However, when analyzing the sewer rates, the City did keep in mind that additional major projects may be coming down the road in the short term and may need to look at additional sewer rate increases.

As mentioned above, there are over 40 funding sources on the CIP schedule. These may include refuse funds, local option sales tax, federal/state grant revenues, road use taxes, storm water funds, TIF funding, and private funding sources. These sources are also balanced to ensure that revenue projections for these funds are consistent with the anticipated expenditures and if needed have enough cash reserves if projects will need to be cash flowed.

The CIP is an essential first step in the overall budget process and cash management program. It allows the City Council to prioritize the projects that maintain the critical functions of the City, including wastewater treatment, street maintenance, and flood protection.

#### **CHANGES TO CIP:**

During the FY23 budget process, changes to projects in the FY23 column were delayed or reprogrammed from the current year. Because these changes only affect the general revenue (GR) funding source, the bonding effects on the next few pages do not change. In addition, because the CIP was formally adopted prior to the development of the budget, the CIP formally adopted by the City Council is presented in this section. However, the following changes were made as part of the budget approval and should be considered when using the CIP document:

Item #54 Comprehensive Plan & Zoning Code Updates - \$90,000 of the FY22 allocation will be moved to FY23 to still allow for a total available in FY23 of \$150,000.

Item #55 Conversion of Rental Homes back to Owner Occupied - \$70,000 of the FY22 allocation will be moved to FY23 for a total available in FY23 of \$100,000.

Item #56 Housing Needs Assessment – The \$35,000 budgeted for FY23 will be delayed until FY24.

Item #59 Resilience Plan Implementation – The \$25,000 budgeted for FY23 will be delayed until FY24.

Item #131 Cemetery Columbariums – The \$60,000 budgeted each year for FY23, FY24, and FY25 will be delayed until FY24, FY25, and FY26.

Item #138 Emerald Ash Borer Removal of Ash Trees on Public Property – The funding for FY23 will be reduced to \$25,000.

03/01/22

### **FY22-27 CIP Revenue Change Projections**

			Projected Rev	venue Change
Fiscal Year	Committed  Debt Service	Payment Include FY22- 27 CIP	Amount	Percent
22	1,062,100	1,062,100	297,060	1.32%
23	1,061,750	1,441,085	378,985	1.66%
24	1,065,450	1,489,912	48,827	0.21%
25	1,063,100	1,885,069	395,157	1.70%
26	1,064,800	1,935,945	50,877	0.22%
27	773,700	2,028,014	92,069	0.39%
28	772,600	1,309,471	(718,543)	-3.02%

1. Proposed issuance of \$3,796,000 in FY22, \$3,874,250 in FY24 and \$3,635,000 in FY26.

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

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

03/01/22

### **FY22-27 CIP Revenue Change Projections**

Fiscal Year	Percent Change	Change in City Tax Rate	Projected City Tax Rate (Per \$1,000)	City Taxes Paid on a \$100,000 Home
22	1.32%	0.1508	\$11.38	\$641.94
23	1.66%	0.1891	\$11.57	\$652.61
24	0.21%	0.0244	\$11.59	\$653.98
25	1.70%	0.1972	\$11.79	\$665.10
26	0.22%	0.0254	\$11.82	\$666.53
27	0.39%	0.0459	\$11.86	\$669.13
28	-3.02%	-0.3585	\$11.50	\$648.90

- 1. The percentage change is based on the previous year's total property tax askings. There is no taxable growth factored in.
- 2. The cumulative effect of the revenue changes needed to finance the FY22-27 CIP is a 2.33% percent increase or \$104.61 more in property taxes paid on an existing \$100,000 home from FY22-FY27.

**FY22 - 27 CIP Debt Limit Projections - All G.O. Debt** (Assumes \$0 in Taxable Value Growth)

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit
22	13,595,000	3,796,000	17,391,000	9.99%
23	11,850,000	3,530,545	15,380,545	8.83%
24	10,055,000	7,086,250	17,141,250	9.84%
25	8,195,000	6,476,869	14,671,869	8.42%
26	6,280,000	9,435,030	15,715,030	9.02%
27	4,305,000	8,463,766	12,768,766	7.33%
28	2,570,000	7,408,208	9,978,208	5.73%

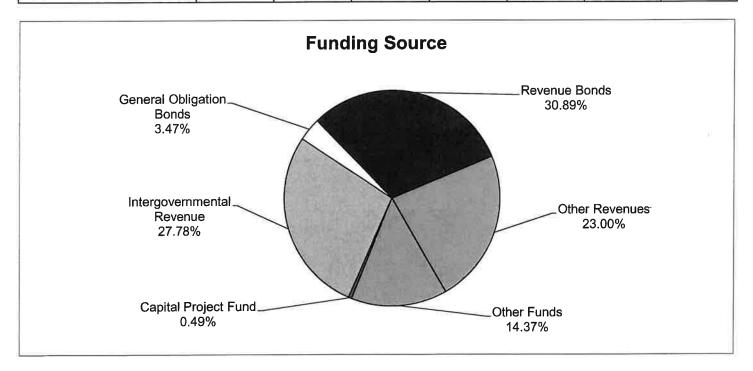
**FY22 - 27 CIP Debt Limit Projections** All G.O. Debt Less Direct Revenue Supported Debt

Fiscal Year (Start)	Current Principal Outstanding	Proposed Net Debt Incurred	New Principal Outstanding	Percent of Current Debt Limit
22	6,865,000	3,796,000	10,661,000	6.12%
23	5,995,000	3,530,545	9,525,545	5.47%
24	5,100,000	7,086,250	12,186,250	7.00%
25	4,175,000	6,476,869	10,651,869	6.12%
26	3,225,000	9,435,030	12,660,030	7.27%
27	2,245,000	8,463,766	10,708,766	6.15%
28	1,530,000	7,408,208	8,938,208	5.13%

### FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM SUMMARY CITY OF CEDAR FALLS

EXPENDITURES	FY22	FY23	FY24	FY25	FY26	FY27	TOTAL
Finance & Business Operations	\$6,849,705	\$11,206,785	\$6,653,365	\$6,251,295	\$3,781,085	\$11,263,955	\$46,006,190
Community Development	4,745,340	8,499,490	1,865,010	19,433,000	3,213,500	423,000	\$38,179,340
Public Works	33,855,350	34,135,000	39,900,000	45,133,500	39,388,000	80,206,000	\$272,617,850
Public Safety Services	74,000	121,750	656,610	109,000	114,750	35,000	\$1,111,110
TOTAL	\$45,524,395	\$53,963,025	\$49,074,985	\$70,926,795	\$46,497,335	\$91,927,955	\$357,914,490

FUNDING SOURCES	FY22	FY23	FY24	FY25	FY26	FY27	TOTAL
Other Funds	\$9,370,175	\$13,230,805	\$7,642,075	\$11,712,575	\$4,675,625	\$4,827,125	\$51,458,380
Capital Project Fund	1,137,110	195,400	70,000	70,000	140,000	140,000	\$1,752,510
Intergovernmental Revenue	16,771,140	18,185,110	15,837,620	7,944,500	4,704,750	35,953,000	\$99,396,120
General Obligation Bonds	3,134,000	1,885,000	2,319,250	2,117,500	1,792,500	1,185,000	\$12,433,250
Revenue Bonds	2,757,000	0	12,800,000	30,000,000	31,000,000	34,000,000	\$110,557,000
Other Revenues	12,354,970	20,466,710	10,406,040	19,082,220	4,184,460	15,822,830	\$82,317,230
TOTAL	\$45,524,395	\$53,963,025	\$49,074,985	\$70,926,795	\$46,497,335	\$91,927,955	\$357,914,490



## FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3.

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

3-Jan-2021 18-Jan-2022

		FVee True												Appro	22,656 TOTAL		
		DEPT/		FY22 FUNDING		FY23 FUNDING		FY24 FUNDING		FY25 FUNDING		FY26 FUNDING		FY27 FUNDING		FUNDING	TOTAL FUNDING
#	PROJECT OR PROGRAM	DEP1/ DIV.	SOURCE	AMOUNT	SOURCE	AMOUNT	AMOUNT										
	Annual TIF Rebates	AD/ED	TIF-UN	102,080	TIF-UN	117,390	TIF-UN	76,280	TIF-UN	44,020	TIF-UN	18,810	TIF-UN	9,410	TIF-UN	367,990	9,366,84
			TIF-CH	64,450	TIF-CH	64,450	TIF-CH	64,450							TIF-CH	193,350	
			TIF-DT	1,232,850	TIF-DT	1,409,870	TIF-DT	1,451,060	TIF-DT	1,597,150	TIF-DT	1,597,150	TIF-DT	1,517,420	TIF-DT	8,805,500	
	Gibson Property Development - Phase I	ADM/ED			TIF-STH	1,075,000	TIF-STH	1,425,000	TIF-STH	315,000					TIF-STH	2,815,000	2,815,0
	Gibson Property Development - Phase II	ADM/ED				7.	TIF-STH	600,000	TIF-STH	715,000					TIF-STH	1,315,000	1,315,0
	Gibson Property Development - Phase III-V	ADM/ED											TIF-STH	6,310,000	TIF-STH	6,310,000	6,310,0
	Industrial Park Expansion (Phase I)	ADM/ED	TIF-UN	3,000,000	TIF-UN	3,000,000									TIF-UN	6,000,000	6,000,0
	Industrial Park Land Acquisition	ADM/ED			TIF-UN	1,500,000			TIF-UN	1,500,000			TIF-UN	1,500,000	TIF-UN	4,500,000	4,500,0
	Northern Industrial Park: Insurance and Maintenance	ADM/ED	TIF-UN	30,000	TIF-UN	180,000	180,0										
	Bond Fees	FBO/ADM	GO 2022	50,000			GO 2024	50,000			GO 2026	50,000			GO	150,000	150,0
	Capitalized Interest	FBO/ADM	GO 2022	150,000			GO 2024	150,000			GO 2026	150,000			GO	450,000	450,0
	Vehicle Replacement Program	FBO/ADM	SCF	410,000	SCF	440,000		400,000	SCF	400,000	SCF	400,000	SCF	400,000	SCF	2,450,000	6,398,0
"		. 557.1514	55,	110,000		, 13,300	SRF	35,000		35,000		35,000		35,000	1	140,000	
			DPR	30,000			2	35,500		35,500		25,300		,	DPR	30,000	1
			REF	200,000		270,000	REF	200,000	REF	200,000	REF	200,000	REF	200,000	REF	1,270,000	
			VRF	449,000	VRF	459,000		400.000		400,000		400,000		400,000	VRF	2,508,000	
11	Cable TV Equipment Upgrades	FBO/CTV	CTF	100,000	CTF	100,000		100,000		100,000		100,000	CTF	100,000	CTF	600,000	600,00
	Video Server	FBO/CTV	CTF	60,000	- 011	100,000	- 511	100,000							CTF	60,000	60,00
	Video Switcher/Replay replacement	FBO/CTV	CTF	80,000	CTF	40,000									CTF	120,000	120,0
	Broadcast Lenses	FBO/CTV	OII	50,000	CTF	75,000	CTF	75,000	CTF	75,000					CTF	225,000	225,00
	Business Continuity	FBO/IS	DPR	7,000	_	7,000		7,000		7,000	DPR	7,000			DPR	35,000	35,00
	Camera's - Installation, Maintenance & Replacements	FBO/IS	GO 2022	20,000	GO 2022	20,000	GO 2024	70,000	GO 2024	95,000		95,000	GO 2026	70,000	GO	370,000	370,00
	Carriera's - Installation, maintenance & Replacements  CIP/Capital Asset Software	FBO/IS	DPR	65,000	GO 2022	20,000	GO 2024	70,000	00 2024	30,000	GO 2020	30,000	30 2020	70,000	DPR	65,000	65,00
	City Mobile App	FBO/IS	DPR	1,950	DPR	1,950	DPR	1,950							DPR	5.850	5,89
	Community Center Audio/Visual Upgrade	FBO/IS	DPR	10,000		1,000	BIII	1,000							DPR	10,000	
	Computer Equipment & Software	FBO/IS	DPR	70,000	DPR	420,000	420,00										
	Document Imaging	FBO/IS	DPR	6,000		20,000	DPR	6,000		6,000		6,000	DPR	20,000	DPR	64,000	64,00
		FBO/IS	CP	50,400		50,400		0,000		0,000					СР	100,800	
	Door Lock System	1 00/13	DPR	9,600		9,600									DPR	19,200	
22	Financial System	FBO/IS	DIK	3,000	GO 2022	300,000	GO 2024	400,000							GO	700,000	
-	i mandai System	1 50/10			DR	500,000		,							DR	500,000	
			DPR	200.000		800,000	DPR	350,000	DPR	350,000	DPR	350,000	DPR	350,000	DPR	2,400,000	
24	GIS	FBO/IS	DPR	15,000		15,000		15,000		15,000		20,000		15,000	DPR	95,000	95,00
	Mid-Range Operating System Upgrade	FBO/IS					DPR	7,500							DPR	7,500	
	Mobile Data Computer Replacement - Police	FBO/IS	DPR	30,000	DPR	20,000		15,000		15,000	DPR	15,000	DPR	15,000	DPR	110,000	
	New Application Tracking System	FBO/IS	DPR	11,375		7,125		7,125		7,125		7,125		7,125	DPR	47,000	47,00
	Network Upgrades	FBO/IS	DPR	70,000		75,000	DPR	80,000		140,000	DPR	110,000	DPR	110,000	DPR	585,000	
	Penetration Security Testing Services	FBO/IS	DPR	80,000		80,000		80,000		80,000	DPR	80,000	DPR	80,000	DPR	480,000	
	Permitting System	FBO/IS			DPR	225,000		25,000		25,000	DPR	25,000	DPR	25.000	DPR	325,000	325,00
	Work Order Management Software	FBO/IS	DPR	25,000		25,000									DPR	50,000	
	Library Automated Materials Handler	FBO/LIBRARY					GR	86,000							GR	86,000	172,00
							CF	86,000							CF	86,000	
33	Parking Lot: City Hall	FBO/PARKING					TIF-DT	90,000							TIF-DT	90,000	90,00
	Parking Lot: College Hill Parking Restoration	FBO/PARKING	TIF-CH	220,000											TJF-CH	220,000	2
	Parking Lot: Downtown Lot Improvements	FBO/PARKING			TIF-DT	300,000									TIF-DT	300,000	3 2
35	Larving For Domitonii For imbiosangura	1 DON ARKING			111-01	000,000										223,304	

## FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3.

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

3-Jan-2021 18-Jan-2022

1														Approv	18-Jan-202 22,656		
				FY22		FY23		FY24		FY25		FY26		FY27		UBTOTAL	TOTAL
١	DDO IFOT OR DDOCRAM	DEPT/	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	FUNDING AMOUNT
	PROJECT OR PROGRAM	i e	SOURCE	AMOUNT	<b>†</b>		GOORCE	AWOUNT	JOURCE	AMOUNT	GOGINEE	AMOUNT	GOOKOL	AMOUNT	TIF-DT	100,000	100,0
	Parking Lot: Downtown Parking Ramp Study	FBO/PARKING			TIF-DT	100,000										200,000	
3	Parking Lot: Gateway Park Parking Lot & Lighting	FBO/PARKING					GO 2024	200,000							GO		
38	Parking Equipment/Technology Replacement	FBO/PARKING							PMF	30,000					PMF	30,000	30,0
39	Postage Machine Replacement	FBO/PUB RECORE		-							GR	15,000			GR	15,000	15,0
41	Access to Transportation	CD/CDBG					CDBG	22,420		-					CDBG	22,420	22,4
4	Consolidated Plan	CD/CDBG			CDBG	10,000	l								CDBG	10,000	40,0
					HCV	5,000	1								HCV	5,000	
					GR	25,000									GR	25,000	
4:	Neighborhood Accessibility	CD/CDBG	CDBG	149,270	CDBG	58,600	CDBG	26,590							CDBG	234,460	234,4
4:	Neighborhood Infrastructure	CD/CDBG	CDBG	250,000	CDBG	54,010					-				CDBG	304,010	304,0
44	Owner Occupied Rehabilitation	CD/CDBG	CDBG	36,790	CDBG	67,000	CDBG	67,000							CDBG	170,790	440,7
			HOME	90,000	HOME	90,000	HOME	90,000			-				HOME	270,000	
4:	Renter Occupied Rehabilitation	CD/CDBG	CDBG	25,000	CDBG	33,500	CDBG	33,500							CDBG	92,000	92,0
41	City Hall Repurpose & Remodel	CD/INSPECT	GFS	2,049,190	GFS	2,316,380									GFS	4,365,570	4,365,5
47	Code Enforcement, Property Clean-up, Condemnation	CD/INSPECT	CDBG	5,000			CDBG	5,000			CDBG	5,000			CDBG	15,000	285,0
			СР	45,000	СР	45,000	СР	45,000	СР	45,000	СР	45,000	CP	45,000	СР	270,000	
48	Hearst Center Expansion	CD/INSPECT							PRIV	2,370,000					PRIV	2,370,000	5,000,0
											GO 2026	700,000			GO	700,000	
											CF	650,000			CF	650,000	
			1								F/S	350,000			F/S	350,000	
											CIF	180,000			CIF	180,000	i
											BHCG	750,000			BHCG .	750,000	
49	Land Acquisition - School Administration Land	CD/INSPECT					ER	700,000							ER	700,000	1,210,0
							GFS	300,000	GFS	210,000					GFS	510,000	
50	Phased Repair to Pheasant Ridge Pro Shop	CD/INSPECT	GIF	12,000		ļ	GIF	50,000			GIF	46,000			GIF	108,000	108,0
5	Bike Network on-street Signage	CD/PLAN	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	5,000	H/M-VT	30,000	30,00
52	Bus Shelters & Related Amenities	CD/PLAN			MET	15,000			MET	15,000					MET	30,000	30,0
53	Cedar River Safety and Recreational River Improvements Phase I	CD/PLAN			ER	1,000,000									ER	1,000,000	5,250,0
					PRIV	500,000									PRIV	500,000	i
					внсс	1,500,000									BHCG	1,500,000	i
			GO 2022	250,000	GO 2022	205,000	GO 2022	70,000							GO	525,000	i
					F/S	1,725,000									F/S	1,725,000	
54	Comprehensive Plan & Zoning Code Updates	CD/PLAN	GR	100,000	GR	150,000	GR	150,000	GR	150,000	GR	150,000	GR	150,000	GR	850,000	900,0
			TIF-CH	25,000											TIF-CH	25,000	ı
			TIF-UN	25,000											TIF-UN	25,000	
55	Conversion of rental homes back to owner-occupied	CD/PLAN	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	100,000	GR	600,000	600,00
56	Housing Needs Assessment	CD/PLAN			GR	35,000									GR	35,000	35,00
5	Parks and Public Lands Master Plan	CD/PLAN			H/M-PK	75,000	H/M-PK	75,000							H/M-PK	150,000	150,00
58	Property/Flood Buyouts	CD/PLAN	F/S	1,273,330											F/S	1,273,330	1,638,04
			CP	224,710							CP	70,000	СР	70,000	СР	364,710	
59	Resillence Plan Implementation	CD/PLAN	GR	50,000	GR	25,000	GR	25,000	GR	25,000	GR	25,000	GR	25,000	GR	175,000	175,0
60	Wayfinding Signage Plan	CD/PLAN					H/M-VT	25,000							H/M-VT	25,000	25,0
	Ballfield Fencing Spot Repair	CD/REC	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	3,000	SBPF	18,000	18,00
	Dugout Covers - Birdsall Park	CD/REC									SBPF	107,000			SBPF	107,000	10-5-01
	Facility Improvements - Rec Center	CD/REC					RCCIP	10,000							RCCIP	10,000	2
4																	

## FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3.

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

oning Comm: 3-Jan-2021 City Council: 18-Jan-2022 tion Number: 22,656

- 1		Y	1	FY22	Y	FY23	1	FY24		FY25	_	FY26		FY27	1 4	Resolution Number: SUBTOTAL	22,65 TOTAL
		DEPT/	-	FUNDING		FUNDING		FUNDING	1	FUNDING		FUNDING		FUNDING	9	FUNDING	FUNDING
#	PROJECT OR PROGRAM	DIV.	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	AMOUNT
64 No.	w HS Pool	CD/REC							RCCIP	1,400,000					RCCIP	1,400,000	16,400,
04 146		333,120					l		SCHOOLS	8,000,000					SCHOOLS	8,000,000	
										·					PRIV	3,300,000	
									PRIV	3,300,000							
- 1		1				II			GO 2024	700,000					GO	700,000	
									GFS	3,000,000					GFS	3,000,000	
65 Wa	eight Equipment	CD/REC			RCCIP	300,000									RCCIP	300,000	300,0
66 Fal	lls-Cabanas	CD/REC		Ĭ					RCCIP	15,000					RCCIP	15,000	15,0
67 Fal	Ils-Improve fencing location	CD/REC			RCCIP	5,000									RCCIP	5,000	5,0
		CD/REC			RCCIP	67.000	RCCIP	55,000	RCCIP	65,000	RCCIP	25,000	RCCIP	25,000	RCCIP	237,000	237,0
	lls-Maintenance					07,000	Noon	35,000	Noon	00,000	ROOM	20,000	110011	20,000	CIF		7,
69 Re	place seating in Mae Latta Hall	CD/CULT	CIF	7,000												7,000	
70 Us	age/Need/Space Study	CD/CULT	ACB	10,000	ACB	15,000									ACB	25,000	65,
					CIF	25,000									CIF	25,000	
					FRIEND	15,000									FRIEND	15,000	
71 RA	GBRAI Start Up Funds	CD/V&T							TRC	5,000					TRC	5,000	5,
	· · · · · · · · · · · · · · · · · · ·	CD/V&T							TRC	950					TRC	950	20,
/2 Rej	place Horse & Rider Sculpture @ Visitor Center	CDIVAL							PRIV	9,550	1				PRIV	9,550	20,
_									ACB	9,500					ACB	9,500	
73 Re	placement of Street Banners	CD/V&T					TRC	2,500			TRC	2,500			TRC	5,000	5,0
74 Tra	ail Sign in George Wyth State Park	CD/V&T	TRC	10,050											TRC	10,050	10,0
75 Vis	sitor CenterEntrance Sign	CD/V&T					TRC	5,000	TRC	5,000					TRC	10,000	10,0
		CD/V&T			TRC	30,000									TRC	30,000	30,0
	sitor Center Retaining Wall and Patio Repair					30,000											
77 Bri	dges/Culverts: Hudson Road Bridge Deck Overlay	PW/ENG	SCF	60,000				l i							SCF	60,000	660,0
					LST	600,000									LST	600,000	
78 Bri	dges/Culverts: Inspections/Repairs	PW/ENG	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	55,000	SCF	200,000	SCF	765,000	765,0
79 Bri	dges/Culverts: Katowski Drive Box Culvert Replacement	PW/ENG			STW	390,000									STW	390,000	430,0
- 1					GO 2024	40,000									GO	40,000	
		DIMIENO	TIE CU	900,000											TIF-CH	1,600,000	1,660,0
80 Bri	dges/Culverts: Olive Street Box Culvert Replacement	PW/ENG	TIF-CH	800,000	TIF-CH	800,000											1,000,0
			GO 2020	60,000											GO	60,000	
81 Bri	dges/Culverts: Ridgeway Avenue Bridge Replacement	PW/ENG					TIF-STH	185,000							TIF-STH	185,000	665,0
							F/S	480,000							F/S	480,000	
82 Bri	dges/Culverts: Tremont Street Bridge Replacement	PW/ENG							GO 2026	7,500					GO	7,500	497,5
							STW	65,000	STW	310,000					STW	375,000	
									SCF	115,000					SCF	115,000	
7000		DWENC	GO 2022	50,000	GO 2022	50,000	GO 2024	50,000	GO 2024	50,000		50,000	GO 2026	50,000		300,000	660,0
83 Ind	lustrial & City Development: Infrastructure Oversizing	PW/ENG															000,0
			STW	30,000	STW	30,000		30,000	STW	30,000		30,000	STW	30,000		180,000	
			SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	30,000	SRF	180,000	
84 Sai	nitary Sewer: James Drive Extension to S. Main St. Lots	PW/ENG	SRF	120,000											SRF	120,000	120,0
85 Sai	nitary Sewer: Northern Industrial Park Realignment	PW/ENG											TIF-UN	550,000	TIF-UN	550,000	550,0
86 Sai	nitary Sewer: Pheasant Ridge Water/Sewer Connection	PW/ENG	GIF	118,000											GIF	118,000	118,0
	nitary Sewer: W. 27th Street Sanitary Sewer Extension	PW/ENG	SRB-2018	292,000											SRB	292,000	292,0
	**************************************	PW/ENG	SA	100,000		100,000	SA	100,000	SA	100,000	SA	100,000	SA	100,000		600,000	600,0
	dewalks/Trails: Assessment Program		SA.	100,000	JA.	100,000	- GA	100,000	JA.	150,000			JA.	100,000			
89 Sid	lewalks/Trails: Autumn Ridge Sidewalk Infill	PW/ENG									GO 2026	65,000			GO	65,000	65,0
90 Sid	lewalks/Trails: Bluebell Road Sidewalk Infill	PW/ENG	GO 2020	6,000											GO	6,000	6,0
91 Sid	lewalks/Trails: Campus Street Sidewalk Infill	PW/ENG									GO 2026	45,000			GO	45,000	
92 Sid	lewalks/Trails: Grand Avenue Trail Infill (Bronson to Galloway)	PW/ENG						<u> </u>					GO 2026	130,000	GO	130,000	1 2

#### FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3.

Presented to City Council/Planning & Zoning Comm: Approved by the City Council: Resolution Number: 3-Jan-2021 18-Jan-2022 22,656

			FY22		FY23		FY24		FY25		FY26		FY27	SUBTOTAL		TOTAL
# PROJECT OR PROGRAM	DEPT/ DIV.	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	SOURCE	FUNDING AMOUNT	FUNDING AMOUNT
		i —	Í	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	ANIOUNT	SOURCE	AMOUNT		i i	
93 Sidewalks/Trails: Hudson Road Recreation Trail Phase IV	PW/ENG	GO 2020	32,000		į.									GO	32,000	60,0
		PRIV	28,000								ļ —			PRIV	28,000	
94 Sidewalks/Trails: Lake Street Trail	PW/ENG	GO 2022	193,000	Ì										GO	193,000	495,0
		F/S	302,000							-				F/S	302,000	
95 Sidewalks/Trails: Lloyd Lane Sidewalk Infill	PW/ENG								1	-		GO 2026	35,000	GO	35,000	35,0
96 Sidewalks/Trails: McClain Drive Sidewalk Infill	PW/ENG											GO 2026	85,000	GO	85,000	85,0
97 Sidewalks/Trails: Reconstruction Program	PW/ENG	GO 2022	75,000	GO 2022	75,000	GO 2024	75,000	GO 2024	75,000	GO 2026	75,000	GO 2026	75,000	GO	450,000	450,0
98 Sidewalks/Trails: Rownd Street Sidewalk Infill	PW/ENG	GO 2020	55,000											GO	55,000	55,0
99 Sidewalks/Tralls: Trail Oversizing	PW/ENG	GO 2022	20,000	GO 2022	20,000	GO 2024	20,000	GO 2024	20,000	GO 2026	20,000	GO 2026	20,000	GO	120,000	120,0
100 Sidewalks/Trails: Trail Reconstruction	PW/ENG	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	300,000	300,0
101 Sidewalks/Trails: Union Road Trail Phase II	PW/ENG	GO 2020	165,000											GO	165,000	525,0
A property of the specific for the property of the following the specimens of the specimens		PRIV	60,000											PRIV	60,000	
		F/S	300,000											F/S	300,000	
102 Sidewalks/Trails: W. Viking Road Trail Infill	PW/ENG											GO 2026	170,000	GO	170,000	170,0
103 Sidewalks/Trails: W. 20th Street Sidewalk Infill	PW/ENG					GO 2024	45,000							GO	45,000	45,0
	PW/ENG			stw	75,000		40,000	STW	75,000			STW	75,000		225,000	225,0
104 Storm Water: Drainage Studies				SIW	75,000			3177	75,000					GO	480,000	480,0
105 Storm Water: Northern Cedar Falls Storm Sewer Extension	PW/ENG											GO 2026	480,000			555,0
106 Storm Water: Slope Repair (Greenwood Cemetery)	PW/ENG	GO 2020	50,000	GO 2022	205,000									GO	255,000	555,0
	-					STW	300,000							STW	300,000	
107 Storm Water: Slope Repair (W. Ridgewood Dr.)	PW/ENG	GO 2020	25,000											GO	25,000	225,00
				STW	200,000									STW	200,000	
108 Streets: Alley Reconstruction Program	PW/ENG	STW	85,000	STW	85,000	stw	85,000	STW	85,000	STW	85,000	STW	85,000	STW	510,000	2,110,0
		F/S	52,500	F/S	60,750									F/S	113,250	
								TIF-DT	80,000	TIF-DT	60,000	TIF-DT	60,000	TIF-DT	200,000	
		SCF	197,500	SCF	189,250	SCF	225,000	SCF	225,000	SCF	225,000	SCF	225,000	SCF	1,286,750	
109 Streets: Annual Street Repair Program (Resurfacing & Reconstruction)	PW/ENG	LST	3,015,000	LST	3,550,000	LST	3,300,000	LST	3,340,000	LST	3,200,000	LST	3,140,000	LST	19,545,000	23,205,0
		GO 2022	60,000	GO 2022	60,000	GO 2024	60,000	GO 2024	60,000	GO 2026	60,000	GO 2026	60,000	GO	360,000	
		SRF	250,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	250,000	SRF	150,000	SRF	1,400,000	
		2								TIF-UN	500,000			TIF-UN	500,000	
		SCF	240,000	SCF	240,000	SCF	240,000	SCF	240,000		240,000		200,000		1,400,000	
440	PW/ENG	JUF	240,000	501	240,000	GO 2024	476,250		420,000		442,500		200,000	GO	1,338,750	2,715,0
110 Streets: Aldrich Elementary School Connections	PW/ENG															2,715,0
						SA	158,750	SA	140,000	SA	147,500			SA	446,250	
		CP	680,000											СР	680,000	
		SCF	250,000											SCF	250,000	
111 Streets: Cedar Heights Drive Reconstruction	PW/ENG	F/S	1,700,000	F/S	1,700,000									F/S	3,400,000	7,773,00
		GO 2020	735,000	GO 2022	490,000									GO	1,225,000	
		CFU	200,000											CFU	200,000	
		SCF	80,000	SCF	73,000									SCF	153,000	
		LST	1,397.500	LST	1,397,500									LST	2,795,000	

### FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Itom 3

Presented to City Council/Planning & Zoning Comm: Approved by the City Council: Resolution Number: 3-Jan-2021 18-Jan-2022 22,656

		_	W.		v-		4				·		Y .		Resolution Number:		22,656
		DERT/		FY22 FUNDING		FY23 FUNDING		FY24 UNDING		FY25 FUNDING		FY26 FUNDING	ļ	FY27 FUNDING	s	FUNDING	TOTAL FUNDING
#	PROJECT OR PROGRAM	DEPT/ DIV.	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	AMOUNT
		ì						AMOUNT	COUNCE	Allooni	GGGKGE	- Fillioditi		7,,,,,,	ì		1,521,00
112	Streets: Center Street Improvements	PW/ENG	STW	320,000		300,000									STW	620,000	1,521,00
	(ER Total Funding = \$800,000)		ER	395,500	ER	375,500									ER	771,000	
					PRIV	50,000									PRIV	50,000	
			CFU	80,000		<u> </u>									CFU	80,000	
113	Streets: CFU Annual Patching Program	PW/ENG	CFU	180,000	CFU	180,000	CFU	180,000	CFU	180,000	CFU	180,000	CFU	180,000	CFU	1,080,000	1,080,00
114	Streets: Cyber Lane Extension	PW/ENG	TIF-STH	325,000											TIF-STH	325,000	325,00
115	Streets: Greenhill Road Intersection Improvements	PW/ENG									PRIV	140,000	PRIV	1,250,000	PRIV	1,390,000	2,780,00
													SCF	687,000	SCF	687,000	
											LST	140,000	LST	563,000	LST	703,000	
116	Streets: Greenhill Road & South Main Street Intersection	PW/ENG	GO 2022	298,000	GO 2022	250,000									GO	548,000	3,980,00
			CFU	280,000											CFU	280,000	
						4 700 000									LST	3,152,000	
			LST	1,452,000	LST	1,700,000											
117	Streets: Hwy 58 & Greenhill Road Intersection	PW/ENG											F/S	32,000,000		32,000,000	36,000,00
		-											TIF-UN	4,000,000	TIF-UN	4,000,000	
118	Streets: Main Street Reconstruction	PW/ENG			F/S	1,500,000	F/S	1,400,000							F/S	2,900,000	14,750,00
		1	SCF	600,000	SCF	687,000			SCF	687,000					SCF	1,974,000	
					ARPA	625,000	ARPA	575,000	ARPA	700,000					ARPA	1,900,000	
					STW	125,000	STW	325,000	STW	250,000					STW	700,000	
					CFU	450,000	CFU	450,000	CFU	450,000					CFU	1,350,000	
					LST	1,088,000	LST	850,000	LST	1,338,000					LST	3,276,000	
					TIF-DT	500,000	TIF-DT	500,000							TIF-DT	1,000,000	
			GO 2022	500.000			GO 2024	500,000	GO 2026	650,000					GO	1,650,000	
110	Streets: Ridgeway Avenue Reconstruction	PW/ENG	TIF-STH	300,000	TIF-STH	1,965,000	= = =	1,265,000	00 2020	000,000				-	TIF-STH	3,530,000	3,530,00
		PW/ENG	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000	LST	100,000		600,000	1,500,00
120	Streets: Seal Coat Program	PW/ENG		il il													1,000,00
			SCF	150,000		150,000		150,000		150,000		150,000		150,000		900,000	
121	Streets: Traffic Planning	PW/ENG	SCF	50,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	75,000	SCF	425,000	425,00
122	Streets: Union Road Phase I - From 27th to University	PW/ENG					LST	1,200,500	LST	1,250,000					LST	2,450,500	6,550,00
							F/S	637,500	F/S	887,500					F/S	1,525,000	
							STW	500,000							STW	500,000	
					SCF	500,000	SCF	687,000	SCF	887,500					SCF	2,074,500	
123	Streets: Various Intersection Improvements	PW/ENG	TIF-PP	120,000	TIF-PP	742,500									TIF-PP	862,500	2,150,000
	(Hudson/Ridgeway & Prairie Pkwy)		TIF-STH	120,000		210,000									TIF-STH	330,000	
	(Table 1 to 1 t		PRIV	40,000	5,										PRIV	40,000	
			FINIV	40,000	107	F05 000									LST	525,000	
					LST	525,000											
		1	-		SCF	392,500									SCF	392,500	
124	Streets: Viking Road Reconstruction & Sidewalk Infill	PW/ENG			TIF-UN	3,925,000									TIF-UN	3,925,000	3,925,00
125	Streets: West 1st Street Reconstruction	PW/ENG	SRB-2018	1,565,000											SRB	1,565,000	7,351,55
			GO 2022	150,000											GO	150,000	
		1	LST	5,636,550											LST	5,636,550	
126	Streets: W. 12th Street Extension	PW/ENG									SCF	687,000			SCF	687,000	1,247,00
											PRIV	500,000			PRIV	500,000	
											CFU	60,000			CFU	60,000	

### FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3.

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	FY22				FY23	FY24		FY25		FY26		FY27		Resolution Number:		22,656 TOTAL	
	DEPT/	-	FUNDING	-	FUNDING	<b></b>	FUNDING		FUNDING		UNDING	-	FUNDING		FUNDING	FUNDING	
# PROJECT OR PROGRAM	DIV.	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	AMOUNT	
127 Streets: W. 22nd Street Reconstruction	PW/ENG			LST	400,000									LST	400,000	750,00	
		GO 2022	60,000											GO	60,000		
			1.,	SCF	250,000									SCF	250,000		
		TIF-CH	15,000		25,000									TIF-CH	40,000		
	SWIFNO	11F-UII	15,000														
128 Streets: W. 23rd Street Reconstruction	PW/ENG			GO 2024	50,000		400 000							GO	50,000		
						CFU	100,000							CFU	100,000		
		1				LST	650,000							LST	650,000		
						UNI	100,000							UNI	100,000		
129 Streets: West 27th Street Improvements	PW/ENG	SCF	687,000											SCF	687,000	6,777,00	
		GO 2022	110,000											GO	110,000	1	
		SCHOOLS	1,090,000	schools	1,087,000	schools	1,087,000							SCHOOLS	3,264,000	ı İ	
		LST	480,000	LST	1,118,000	LST	1,118,000							LST	2,716,000		
130 Streetscape: Downtown Streetscape & Reconstruction Phase II	PW/ENG	внсс	287,400											внсс	287,400	2,400,00	
		CMS	30,010											CMS	30,010	/	
		TIF-DT	1,882,590		200,000									TIF-DT	2,082,590		
		TIF-DI	1,882,590														
131 Cemetery Columbariums	PW/CEM			GR	60,000		60,000	GR	60,000					GR	180,000	180,000	
132 Golf Course Maintenance	PW/GOLF	GIF	5,000	GIF	5,000	GIF	5,000	GIF	5,000	GIF	5,000	GIF	5,000	GIF	30,000	30,000	
133 Pheasant Ridge Cart Path Renovations	PW/GOLF	GIF	40,000	GIF	65,000			GIF	40,000			GIF	40,000	GIF	185,000	185,000	
134 Pheasant Ridge Improvements	PW/GOLF	GIF	30,000											GIF	30,000	30,00	
135 Bess Streeter Park Playground Equipment Upgrade	PW/PARK	H/M-PK	50,000				ļ.							H/M-PK	50,000	50,000	
136 Big Woods Lake Cabin	PW/PARK					внс	62,500							внс	62,500	125,000	
•					ľ	BWMR	62,500							BWMR	62,500		
407 O. J. Dive Dee Miletana	PW/PARK	СР	95,000	СР	75,000		92,1000							СР	170,000	170,000	
137 Cedar River Dam Maintenance																	
138 Emerald Ash Borer - Removal of Ash Trees on Public Property	PW/PARK	GR	75,000	GR	50,000									GR	125,000	125,000	
139 Gold Star Family Memorial Monument	PW/PARK					PRIV	65,000	PRIV	40,000					PRIV	105,000	105,000	
140 Mini Plaza on 1st St. Historical Area - Rotary Club	PW/PARK					PRIV	75,000							PRIV	75,000	75,000	
141 New Park Identification Signage	PW/PARK	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	25,000							H/M-PK	75,000	75,000	
142 Park Improvements	PW/PARK	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	25,000	H/M-PK	150,000	150,000	
143 Pedestrian Bridge Replacement	PW/PARK			GO 2024	75,000									GO	75,000	75,000	
144 Pickle Ball Court Lighting	PW/PARK							PRIV	125,000					PRIV	125,000	125,000	
145 Pickle Ball Court Maintenance	PW/PARK			GR	35,000	GR	10,000	GR	10,000	GR	10,000	GR	35,000	GR	100,000	100,000	
		PRIV	3,000				6,000		6,000		6,000		6,000		33,000		
146 Place to Play Park - Future Maintenance	PW/PARK	PRIV	3,000		6,000	PRIV	6,000	PRIV	6,000	PRIV	4,000	PRIV	6,000				
147 Place to Play Park Modifications	PW/PARK			PRIV	50,000	-								PRIV	50,000	50,000	
148 Private Property Hazardous Tree Removal	PW/PARK	SA	2,000,000	SA	2,000,000	SA	2,000,000							SA	6,000,000	6,000,000	
149 Roundabout Landscape Improvements	PW/PARK	H/M-PK	5,000	H/M-PK	5,000	H/M-PK	10,000	H/M-PK	10,000	H/M-PK	10,000	H/M-PK	10,000	H/M-PK	50,000	50,000	
150 Seerley Park Renovation	PW/PARK			H/M-PK	25,000	H/M-PK	56,000	H/M-PK	169,000					H/M-PK	250,000	325,000	
						PRIV	9,000	PRIV	36,000					PRIV	45,000		
						CF	10,000	CF	20,000					CF	30,000		
151 Skate Park Relocation	PW/PARK					PRIV	300,000							PRIV	300,000	300,00	
		LIAA DIZ	0.000	LI/NA DIZ	0.000				9.004	H/M-PK	10,000	H/M-PK	10,000				
152 Street Tree Replacement	PW/PARK	H/M-PK	8,000		8,000		8,000		8,000						52,000	52,00	
153 Trail Maintenance	PW/PARK	H/M-TR	50,000		50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000	H/M-TR	50,000		300,000	300,00	
154 Veterans Memorial Park Signs	PW/PARK	H/M-PK	800						L					H/M-PK	800	80	

### FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3

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New	FY	22	

		FY22 DEPT/ FUNDING				FY23 FUNDING	FY24 FUNDING		FY25 FUNDING		FY26 FUNDING		FY27 FUNDING		SUBTOTAL FUNDING		TOTAL FUNDING
#	PROJECT OR PROGRAM	DIV.	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	SOURCE	AMOUNT	AMOUNT
155	Northern Cedar Falls Landscape Improvements	PW/LANDSCAPE	СР	25,000	СР	25,000	СР	25,000	СР	25,000	СР	25,000	СР	25,000	СР	150,000	150,000
	Beach House Dehumidification System	PW/BLDG					вн	15,000							ВН	15,000	15,000
	Building Exterior Weatherproofing - Public Buildings	PW/BLDG			GR	60,000			GR	60,000			GR	60,000	GR	180,000	180,000
	Community Center Flooring and Furniture	PW/BLDG			CF GR	6,000 57,000									CF GR	6,000 57,000	63,000
159	LED Lighting Upgrade - Aquatic Center	PW/BLDG			GR	25,000									GR	25,000	25,000
160	LED Lighting Upgrade - Library	PW/BLDG					GR	65,000							GR	65,000	65,000
161	Library Atrium Window Replacement	PW/BLDG					CF GR	15,000 10,000							CF GR	15,000 10,000	25,000
162	Library Drive-Through Book Returns	PW/BLDG			CF GR	3,500 3,500									CF GR	3,500 3,500	7,00
163	Library Exterior Door Replacement	PW/BLDG	GR	12,000											GR	12,000	12,000
	Rec Center Heat Pumps	PW/BLDG	RCCIP	19,000	RCCIP	20,000	RCCIP	21,000	RCCIP	22,000					RCCIP	82,000	82,000
	Compaction Equipment Refurbishing at Transfer Station	PW/REF	REF	275,000											REF	275,000	275,000
166	Expanded Poly Styrene (Styrofoam) Densifier	PW/REF					REF	95,000							REF	95,000	95,000
167	Refuse and Yard Waste Cart Tracking	PW/REF	REF	150,000	REF	25,000									REF	175,000	175,000
168	Security Cameras at Recycling Sites	PW/REF	REF	50,000	REF	50,000									REF	100,000	100,000
169	Material Storage Bunkers	PW/STR											SCF	75,000	SCF	75,000	75,000
170	Streetscape: College Hill Maintenance & Improvements	PW/STR	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	5,000	TIF-CH	300,000	TIF-CH	325,000	325,000
171	Streetscape: Downtown Maintenance & Improvements	PW/STR	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	10,000	TIF-DT	60,000	60,000
172	Storm Water: Erosion Repair Project	PW/STR	STW	25,000	STW	25,000	STW	25,000	STW	25,000	STW	25,000	STW	25,000	STW	150,000	150,000
173	Signalized Intersection Upgrade	PW/TO	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	200,000	SCF	1,200,000	1,200,000
174	Siren Replacement	PW/TO	GR	15,000	GR	60,000	GR	15,000	GR	15,000	GR	15,000	GR	15,000	GR	135,000	135,000
175	Bulk Fluids Room Expansion	PW/VEH MAINT					VRF	100,000							VRF	100,000	100,000
17€	Building Maintenance	PW/WTR											SRF	30,000	SRF	30,000	30,000
177	Hudson Road Sanitary Line Replacement	PW/WTR							SRF	50,000					SRF	50,000	50,000
178	Lift Station Electrical Generator	PW/WTR	SRF	60,000											SRF	60,000	60,000
179	Lift Station Pump Rebuild oe Replacement	PW/WTR	SRF	60,000	SRF	30,000			SRF	30,000			SRF	30,000	SRF	150,000	150,000
180	Nutrient Reduction Improvements	PW/WTR					SRB-2024 ARPA	12,800,000 4,600,000	SRB-2024	30,000,000	SRB-2026	31,000,000	SRB-2026	34,000,000	SRB ARPA	<b>107,800,000</b> 4,600,000	112,400,000
181	Oak Park Sewer Replacement Project	PW/WTR	SRB-2018	900,000											SRB	900,000	900,000
	Park Drive - Cross Connection Removal Reimbursement	PW/WTR		,	SRF	100,000	SRF	100,000	SRF	100,000					SRF	300,000	300,000
	Polymer Pumps	PW/WTR			SRF	75,000									SRF	75,000	75,000
	Sanitary Sewer Infiltration & Inflow Reduction Project	PW/WTR	SRF	85,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	50,000	SRF	335,000	335,000
	Sanitary Sewer Spot Repairs/Emergency	PW/WTR	SRF	30,000		30,000	SRF	30,000		30,000		30,000	SRF	30,000	SRF	180,000	180,000
	Sartori Trust Farm Improvements	PW/WTR											нт	20,000	нт	20,000	20,000
	Sewer Collection System Expansion Study	PW/WTR							SRF	250,000					SRF	250,000	250,000
	Sipline Existing Sanitary Sewers	PW/WTR	SRF	200,000	SRF	150,000	SRF	150,000	SRF	150,000		150,000	SRF	150,000	SRF	950,000	950,000
	UV Disinfection Bulb Replacement	PW/WTR			SRF	60,000									SRF	60,000	60,000
	AED	PSS/FIRE			GR	15,000					GR	15,000			GR	30,000	30,000

#### FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM CITY OF CEDAR FALLS, IOWA

Item 3.

New FY22

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

Comm: 3-Jan-2021 Council: 18-Jan-2022 lumber: 22,656

				FY22		FY23		FY24		FY25		FY26		FY27	5	UBTOTAL	TOTAL
		DEPT/	F	UNDING		FUNDING		UNDING		FUNDING		FUNDING		FUNDING		FUNDING	FUNDING
#	PROJECT OR PROGRAM	DIV.	SOURCE	AMOUNT	SOURCE	AMOUNT	AMOUNT										
191	Bunker Gear, Replacement of Pass  Devices and Volunteer Equipment	PSS/FIRE	GO 2022	20,000	GO 2022	45,000	GO 2024	63,000	GO 2024	40,000	GO 2026	40,000	GO 2026	10,000	GO	218,000	218,00
192	Fire Hose	PSS/FIRE			GR	6,000	-		GR	6,000	GR	12,000	GR	6,000	GR	30,000	30,0
193	Replacement of Thermal Imaging Units	PSS/FIRE					GO 2024	20,000							GO	20,000	20,0
194	SCBA Replacement	PSS/FIRE					GO 2024	70,000							GO	70,000	348,6
							FF	278,610							FF	278,610	
195	Ballistic Vests Replacements	PSS/POLICE			PF	4,880	PF	6,000	PF	6,000	PF	4,880			PF	21,760	43,5
					F/S	4,870	F/S	6,000	F/S	6,000	F/S	4,870			F/S	21,740	
196	Equipment Reserve	PSS/POLICE	GR	9,000	GR	54,000	54,0										
197	Forensic Cellphone & Tablet Equipment	PSS/POLICE	GR	10,000			GR	5,000			GR	5,000			GR	20,000	20,0
198	In Car Camera	PSS/POLICE					GR	180,000							GR	180,000	180,0
199	Lab and Investigative Equipment	PSS/POLICE			GR	10,000			GR	10,000					GR	20,000	20,0
200	Radar	PSS/POLICE			GR	9,000	GR	9,000	GR	12,000	GR	6,000			GR	36,000	36,0
201	Weapons	PSS/POLICE	GR	18,000	GR	18,000	GR	10,000	GR	20,000	GR	18,000	GR	10,000	GR	94,000	111,0
			СР	17,000											СР	17,000	
	FY22-27 CIP TOTAL			\$45,524,395		\$53,963,025		\$49,074,985		\$70,926,795		\$46,497,335		\$91,927,955		\$357,914,490	\$357,914,49

		FY22	FY23		FY24	FY25		FY26	1	EVOZ		TOTAL	lten
ACB Art Culture Board		10,000	15,000		1124			F126		FY27		TOTAL	
ARPA — American Rescue Plan Act		10,000	625,000		5,175,000	9,500		0					ACB
BH Beach House Escrow			023,000			700,000		0				6,500,000 -	
BHC Black Hawk County			0		15,000			0				15,000	
BHCG Black Hawk County Gaming Grant		287,400	1,500,000		62,500	0		0			1	62,500	
BWMR Big Woods Maintenance Revenue		207,400	1,500,000		62,500	 	<del></del>	750,000				2,537,400	
CDBG — Community Development Block Grant		466,060	223,110		154,510	0		5.000			<b></b>		BWMR
CF — Community Foundation		460,000	9,500		10000000	0		5,000				848,680	
CFU Cedar Falls Utility		740,000	630,000		111,000	20,000		650,000		0		790,500	
CIF Cultural Improvement Fund		7,000	25,000		730,000	630,000		240,000		180,000		3,150,000	
CMS — Community Main Street		30,010	25,000		0	0		180,000		0		212,000	
CP — Capital Projects		1,137,110	195,400		70,000	0		0				30,010	
CTF — Cable Television Fund		240,000	215,000		70,000	70,000		140,000		140,000		1,752,510	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAME
PR — Data Processing Receipts		630,925	1,355,675	-	175,000	175,000		100,000		100,000		1,005,000	
DR Data Processing Cash Reserves		030,923	500,000		664,575	715,125		690,125		692,125		4,748,550	
R — Emergency Reserve		395,500	1,375,500		700,000	0		0		0		500,000	
F Assist to FF Grant		393,300	1,375,500		278,610	0				0		2,471,000	
RIEND Friends of the Public Library & Hearst		0	15,000		2/8,010	0		0		0		278,610	
/S Federal or State Funding		3,627,830	4,990,620		2,523,500	000.500		0		0			FRIEND
GFS — General Fund Savings		2,049,190	2,316,380		300,000	893,500		354,870		32,000,000		44,390,320	
GIF Golf Improvement Fund		205,000	70,000		55,000	3,210,000		0		0		7,875,570	
GO 2020 General Obligation Bond		1,128,000	70,000		55,000	45,000		51,000		45,000		471,000	
GO 2022 General Obligation Bond		2,006,000	1,720,000		70.000	0		0		0			GO 2020
60 2024 General Obligation Bond		2,000,000	165,000		70,000	4.400.000		0		0		3,796,000	
GO 2026 General Obligation Bond		0	105,000		2,249,250	1,460,000		0		0		3,874,250	
GR — General Revenue		389,000	752,500		704 000	 657,500		1,792,500		1,185,000		3,635,000	
ICV — Section 8		309,000			734,000	477,000		380,000		410,000		3,142,500	
I/M-PK Hotel/Motel Tax Receipts-Parks		113,800	5,000		0	0		0		0		5,000	- HCV
I/M-TR Hotel/Motel Tax Receipts-Trails		100,000	 163,000		199,000	212,000		45,000		45,000		777,800	- H/M-PK
/M-VT Hotel/Motel Tax Receipts-Visitor & Tourism		5,000	100,000		100,000	 100,000		100,000		100,000		600,000	- H/M-TR
OME HOME Investment Partnerships Program			5,000		30,000	5,000		5,000		5,000		55,000	- H/M-VT
T — Health Trust		90,000	90,000		90,000	 0		0		0		270,000	- HOME
ST — Local Sales Tax (LST)		40.004.050	0		0	0		0		20,000		20,000	- HT
IET MET Transit		12,081,050	10,478,500		7,218,500	6,028,000		3,440,000		3,803,000		43,049,050	- LST
F — Police Forfeiture		0	15,000		0	15,000		0		0		30,000	MET
MF Parking Meter Fund		0	4,880		6,000	6,000		4,880		0		21,760	- PF
RIV Private Contribution		424 000	0		0	30,000				0		30,000	- PMF
CCIP Recreation Center Capital		131,000	606,000		455,000	5,886,550		646,000		1,256,000		8,980,550	- PRIV
EF Refuse Fund		19,000	392,000		86,000	1,502,000		25,000		25,000		2,049,000	RCCIP
		675,000	345,000		295,000	200,000		200,000		200,000		1,915,000	- REF
A Special Assessment  BPF Softball Player Fund		2,100,000	 2,100,000		2,258,750	240,000		247,500		100,000		7,046,250	- SA
		3,000	3,000		3,000	 3,000		110,000		3,000		125,000	- SBPF
CF Street Construction Fund CHOOLS School		2,979,500	3,396,750		2,032,000	 3,179,500		2,032,000		2,212,000		15,831,750	SCF
RB-2018 — Sewer Revenue Bond - 2018		1,090,000	1,087,000		1,087,000	8,000,000		0		0		11,264,000	· SCHOOLS
RB-2024 Sewer Revenue Bond - 2024		2,757,000	0		0	0		0		0		2,757,000	SRB-2018
		0	0		12,800,000	30,000,000		0		0		42,800,000	SRB-2024
RB-2026 — Sewer Revenue Bond - 2026		0	0		0	 0		31,000,000		34,000,000		65,000,000	SRB-2026
RF Sanitary Sewer Rental Fund		835,000	775,000		645,000	975,000		545,000		505,000		4,280,000	SRF
TW Storm Water Fund  F-CH Tax Increment Financing - College Hill		460,000	1,230,000		1,330,000	775,000		140,000		215,000		4,150,000	STW
		1,129,450	894,450		69,450	5,000		5,000		300,000		2,403,350	TIF-CH
F-DT Tax Increment Financing - Downtown  F-UN Tax Increment Financing - Unified Industrial Park		3,125,440	2,519,870		2,051,060	1,687,150		1,667,150		1,587,420		12,638,090	TIF-DT
ATTENDED TO THE PROPERTY OF TH		3,157,080	8,572,390		106,280	1,574,020		548,810		6,089,410		20,047,990	TIF-UN
		120,000	742,500		0	.0		0		0		862,500	TIF-PP
F-STH - Tax Increment Financing - South Cedar Falls		745,000	3,250,000		3,475,000	1,030,000		0		6,310,000		14,810,000	TIF-STH
RC Tourism Cash Reserves  NI University of Northern Iowa		10,050	30,000		7,500	10,950		2,500		0		61,000	TRC
NI University of Northern Iowa RF Vehicle Rental Fees		0	450,000		100,000	0		0		0		100,000	
- Aprillia Laufai Lass	TOTALO	449,000	459,000		500,000	400,000		400,000		400,000		2,608,000	VRF
	TOTALS:	\$45,524,395	\$53,963,025		\$49,074,985	\$70,926,795		\$46,497,335		\$91,927,955		\$357,914,490 TO	TAL
	GO-2020 Amounts	1,128,000	0		0	0		0		0	- '	1,128,000 GO	7-2020 Bond
	GO-2022 Amounts	2,006,000	1,720,000		70,000	0		0		0		3,796,000 GO	
	GO-2024 Amounts	0	165,000		2,249,250	1,460,000		0		n		3,874,250 GO	
	GO-2026 Amounts	0	0		0	657,500		1,792,500		1,185,000		3,635,000 GO	
	SRB-2018	2,757,000	0		0	0		0		0		2,757,000 SRE	
	SRB-2024	0	0		12,800,000	30,000,000		0		0		42,800,000 SRE	
	SRB-2026	1 107 115	0		0	0		31,000,000		34,000,000		65,000,000 SRE	
					70 000	70.000		440.000					
	Capital Projects:  Bonds/CapProj	1,137,110 \$7,028,110	 195,400 \$2,080,400		70,000 \$15,189,250	70,000		140,000		140,000		1,752,510 Cap	pital Projects

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# FY22 - FY27 CAPITAL IMPROVEMENTS PROGRAM SUMMARY CITY OF CEDAR FALLS LIST OF UNMET NEEDS

#	PROJECT	DEPT/ DIV	REQUESTED AMOUNT
Α	Industrial Park Expansion (Future Phases)	ADM/ED	7,000,000
В	Recreation Center Expansion & Land Acquisition	CD/INSPECT	6,000,000
С	Cedar River Safety & Recreational Improvements - Phase II	CD/PLAN	15,000,000
D	Birdsall Fencing	CD/REC	200,000
E	Falls-Play Equipment	CD/REC	30,000
F	Falls-Splash Pad Installation	CD/REC	225,000
G	Fails-Shelters	CD/REC	20,000
Н	Hearst Center - Replace tile flooring on lower level	CD/CULT	10,170
Ĭ	Hearst Center - Lower Restrooms Refurbish	CD/CULT	35,000
J	Hearst Center - Upper Restrooms Refurbish	CD/CULT	35,000
К	Entrance Signage Replacement & Upgrade	CD/V&T	92,500
L	Bridges/Culverts: Bridge Handrail - Center St. & N. Main	PW/ENG	433,000
М	Bridges/Culverts: W. 12th Street Culvert (Near Union Road)	PW/ENG	275,000
N	Industrial & City Development: Capital Way Street Extension	PW/ENG	95,500
0	Industrial & City Development: Waterway Avenue Extension	PW/ENG	255,000
Р	Sanitary Sewer: Main Street to James Drive Extension	PW/ENG	340,000
Q	Sanitary Sewer: SW Branch of Dry Run Creek Extension	PW/ENG	3,000,000
R	Sidewalks/Trails: Cedar Heights Drive Shoulder Improvements	PW/ENG	325,000
s	Sidewalks/Trails: Center Street Paved Shoulder & Sidewalk	PW/ENG	770,000
Т	Sidewalks/Trails: Danish Drive Infill	PW/ENG	8,000
U	Sidewalks/Trails: Devlin Circle Sidewalk Infill	PW/ENG	10,000
V	Sidewalks/Trails: E. Viking Road Trail Infill	PW/ENG	480,000
W	Sidewalks/Trails: Hudson Road Prairie Lakes Trail	PW/ENG	560,000
Х	Sidewalks/Trails: Hwy 58 Recreation Trail to UNI Campus	PW/ENG	1,000,000
Υ	Sidewalks/Trails: Magnolia Drive Sidewalk Infill	PW/ENG	26,000
Z	Sidewalks/Trails: State Street Infill	PW/ENG	6,000
AA	Sidewalks/Trails: Valley High Drive Sidewalk Infill	PW/ENG	15,000
ВВ	Sidewalks/Trails: Veralta Infill	PW/ENG	45,000
CC	Sidewalks/Trails: W. 8th Street Sidewalk Infill	PW/ENG	60,000
DD	Sidewalks/Trails: W. 12th Street Sidewalk Infill	PW/ENG	25,000
EE	Storm Water: Greenhill Rd. Drainage Improvements	PW/ENG	287,000
FF	Streets: Arbors Drive Extension (North to Greenhill)	PW/ENG	3,475,000
GG	Streets: Ashworth Drive Extension West of Arbors Drive	PW/ENG	275,000
нн	Streets: Barnett Drive Extension	PW/ENG	2,050,000
Ш	Streets: Greenhill Road & Coneflower Intersection Widening	PW/ENG	930.000

JJ	Streets: Greenhill Road Corridor Lighting	PW/ENG	198,000
KK	Streets: Greenhill Road/University Avenue Landscaping	PW/ENG	176,000
LL	Streets: Union Road Phase II - From 27th to 12th St.	PW/ENG	2,715,000
MM	Dog Park - Northern Cedar Falls	PW/PARK	65,000
NN	Outdoor Winter Recreation Ice Rink with Refrigeration	PW/PARK	450,000
00	Parkland Purchase	PW/PARK	500,000
PP	Traffic Signal Fiber Connectivity	PW/TO	690,000
QQ	Park Drive Second Forcemain	PW/WTR	1,500,000
RR	Ulrich Park Lift Station	PW/WTR	2,000,000
	TOTAL		\$ 51,687,170

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#### CIP PROJECT DESCRIPTIONS

- Annual tax rebates to companies per previously 1. Annual TIF Tax Rebates: approved development agreements. A tax rebate is offered to a company in exchange for the company to build a new building or an addition to an existing building which increases the taxable valuation and tax base within the city.
- 2. Gibson Property Development Phase I: Phase I includes platting of the property into lots, utility design and installation, and roadway design.
- 3. Gibson Property Development Phase II: Utility design and installation and roadway design and installation.
- 4. Gibson Property Development Phase III-V: Includes utility design and installation and roadway design and installation.
- 5. Industrial Park Expansion (Phase I): 200 Acres of ground to continue the expansion of the West Viking Road Industrial Park. The project would plan for the design and construction of infrastructure to prepare this area for industrial development.
- 6. Industrial Park Land Acquisition: Future possible land acquisitions to promote economic development and insure adequate available sites.
- 7. Northern Industrial Park: Insurance and Maintenance: Annual liability insurance on the City owned rail spur to comply with CN Railroad requirements. The annual expense is eligible to be reimbursed through the Unified TIF District.
- 8. Bond Fees: Bond fees pay for the financial and legal costs of the sale of general obligation bonds.
- Capitalized interest pays for the interest costs incurred 9. Capitalized Interest: between the time of the bond sale and the first property tax levy.
- 10. Vehicle Replacement Program: These are projected capital costs for equipment replacement paid from the Vehicle Replacement Fund through the annual amortization of vehicles owned by each fund or division. Also included are large equipment purchases for the street, sewer, and refuse funds, which are paid for from these user fees accordingly.
- 11. Cable TV Equipment Upgrades: General Yearly Equipment Upgrades
- 12. Video Server: FY22 4K Video Server

- **13.Video Switcher/Replay replacement:** Replacing the video switchers and replay system.
- 14. Broadcast Lenses: 4K Broadcast Lenses
- **15.Business Continuity:** This project provides hardware and software, outside of City Hall, for continued telephone and email communications during a failure of City Hall systems. Ongoing software costs.
- 16. Camera's: Camera installation, maintenance and replacements.
- 17. CIP/Capital Asset Software: Replace current capital asset system and/or purchase a new program that would allow for more efficient development of the annual CIP.
- **18.City of Cedar Falls Mobile App:** Design and initial install of Mobile App as well as ongoing annual costs.
- 19.Community Center Audio/Visual Upgrades: The community center has held many public meetings in the past few years and with the need to record and/or televise these meetings an improved audio visual system is needed to support this.
- **20.Computer Equipment and Software**: Software and equipment costs for city-wide computer systems.
- **21.Document Imaging:** We continue to expand the document imaging capability in City departments, replacing equipment as necessary.
- **22. Door Lock System:** The door lock system at the Public Safety Building is a newer system and required an upgrade for the main server. With the City Hall remodel we will have to upgrade the card readers to the newer technology as well. Upgrading the entire system will maintain consistency and use new technology.
- 23. Financial System: New Financial System in FY22.
- **24. Geographic Information System (GIS):** Software and equipment to support a centralized spatial database & applications to support Citywide business processes.
- **25. Mid-Range Operating System Upgrade:** This project provides ongoing upgrades to the iSeries. Memory and storage upgrades are required every 5 years with full system replacement every 10 years.

- 26. Mobile Data Computer Police: This will be the fifth installation/replacement of mobile computers in patrol vehicles. Replacement is done by individual vehicles as equipment fails followed by bulk purchase to maintain model and connectivity compatibility between vehicles.
- 27. New Application Tracking System: Allows applicants to download resumes and applications via software.
- 28. Network Upgrades: Software and equipment costs supporting the Wide Area Network.
- 29. Penetration Security Testing Services: Cyber security measures needed to secure the City's infrastructure and systems.
- 30. New Permitting System: Replacement for our Land Management, Code Enforcement, Licensing and Permitting software.
- 31. Work Order Management Software: Work order management software that can integrate with existing and future systems is vital for tracking employee time, materials as well as providing tools for follow-up tasks.
- 32. Library Automated Materials Handler: A new automoated materials handler to replace the one purchased in 2014. Leasing options will also be investigated during the RFP process.
- 33. Parking Lot: City Hall: This project will reconstruct the parking lot behind City Hall.
- 34. Parking Lot: College Hill Parking Restoration: This project includes milling and overlay of two large public parking lots located in the College Hill district. Any required curb repair will also be performed.
- 35. Parking Lot: Downtown Lot Improvements: This project will improve municipal During the parking study, lot improvements were parking lots in Downtown. identified as being needed.
- 36. Parking Lot: Downtown Parking Ramp Study: This project starts by conducting a feasibility study to identify options and costs of parking ramps.
- 37. Parking Lot: Gateway Park Parking Lot & Lighting: This project involves the reconstruction of the parking lot at Gateway Park, including lighting.
- 38. Parking: Parking Equipment/Technology Replacement: We anticipate replacing the parking equipment and incorporating new technology.
- 39. Postage Machine Replacement: Replace current postage machine that processes outgoing mail for the entire city.

- **40. CDBG:** Access to Transportation: The recently adopted 5-Year Consolidated Plan identifies the potential to create a program providing funding for transportation to income-eligible households, or areas, that are dependent upon these services in order to maintain employment.
- **41. CDBG: Consolidated Plan:** The Community Development Block Grant program requires a 5-year Consolidated Action Plan. Our current plan covers federal years 2019-2023 (City fiscal years 2020-2024).
- **42. CDBG:** Neighborhood Accessibility: The recently adopted 5-Year Consolidated plan identifies a goal to support neighborhood accessibility improvements that may include sidewalks, steps, curb cuts, and trails in low and moderate income areas.
- 43. CDBG: Neighborhood Infrastructure: The recently adopted 5-Year Consolidated Plan identifies a goal to support neighborhood infrastructure improvements that may include sanitary line improvements, streets, drainage, parking or other projects in low and moderate income areas.
- **44. CDBG: Owner Occupied Rehabilitation:** The City of Cedar Falls will continue to preserve the owner-occupied, single-family housing stock of its neighborhoods by making funds available for housing rehabilitation.
- **45. CDBG:** Renter Occupied Rehabilitation: The recently adopted 5-Year Consolidated Plan identifies a goal to create a new program to preserve renter-occupied housing stock by developing a grant program toward the cost of rehabilitation, repair, accessibility to eligible low-and-moderate income households.
- **46. City Hall Repurpose & Remodel:** A contract for design services was approved. Design and construction documents will be completed in FY22 and if scope of work and design are approved construction will be completed in FY23.
- 47. Code Enforcement, Property Clean-up Condemnation: The City of Cedar Falls has the authority to condemn any building or structure that may be deemed dangerous and unsafe for human habitation. This project provides for the on-going funding of property demolitions, debris removal and property clean up as part of the code enforcement program in the City.
- **48. Hearst Center Expansion:** The expansion will allow for large audiences for fund raising events, exhibition space and classroom and meeting space. It will also provide for a larger community rental area, increase exhibition space on the upper level & classroom and meeting space on the lower level.

- 49. Land Acquisition School Administration Land: In preparation for consolidation of school operations, when the new high school opens, City acquisition of the Administration offices and parking lot is proposed.
- 50. Phased Repair to Pheasant Ridge Pro Shop: The building has had minimal work since the addition and remodel was completed in 1998. The City proposes a phased approach to repair and upgrade the building.
- 51. Bike Network On-street Signage: This project will fund signage and paint for the bicycle network. Funds to improve bicycle facilities during road improvement projects and for annual maintenance, repainting bike lanes and sharrows.
- 52. Bus Shelters & Related Amenities: This project would include the installation of bus shelters and related amenities including but not limited to sidewalk connections, benches, and crosswalks along selected MET Transit routes.
- 53. Cedar River Safety and Recreational River Improvements Phase I: The project will study and construct the recreational improvements along the river bank and in the river from the Main St. bridge to the downstream side of the W. 1st Street bridge.
- 54. Comprehensive Plan and Zoning Code Update: A Comprehensive Plan was adopted in May 2012. Changes to the zoning code are necessary to implement this plan. This project will result in adoption of more detailed area plans, starting with Downtown and College Hill.
- 55. Conversion of rental homes back to owner-occupied: This pilot incentive program is intended to be one tool to restore a better balance of owner-occupied homes within neighborhoods with an over-concentration of short term rental properties.
- 56. Housing Needs Assessment: Prepare a Housing Needs Assessment for Cedar Falls to determine the types and amount of housing needed based on projectios of demand and assessment of existing supply.
- 57. Parks and Public Lands Master Plan: The last Park Plan was completed in 1966. This plan will consolidate previous plans and implement the goals of the City's Comprehensive Plan, including incorporating a method of land dedication for parks so that newly developing areas have adequate park space and facilities.
- 58. Property/Flood Buyouts: The City of Cedar Falls will continue the voluntary flood buyout program in selected neighborhoods of both commercial and residential properties.
- 59. Resilience Plan Implementation: The City has engaged with the public to create a Resilience Plan. The goal of the plan is to identify short-term and long-term actions the community can implement to help prepare infrastructure, the economy, the

- natural environment, civic services and the general public for potential disruption due to events such as flooding, economic disturbance or public health crisis.
- **60.** Wayfinding Signage Plan: Install a series of wayfinding signage throughout the community in order to promote and direct travelers to the City's historical, cultural and commercial areas.
- **61. Ballfield Fencing Spot Repair:** Fencing at various ballfields within the Cedar Falls Park system need repaired from normal wear of regular use and age.
- **62. Dugout Covers Birdsall Park:** The six dugout covers at Birdsall Park will need replaced. Current structure was a prototype that has proven to need frequent repair. Upgraded cantilever structure is promised to be more resilient and provide simple set up and tear down resulting in longer fabric life.
- **63. Facility Improvements Rec Center:** Replacing antiquated Volleyball net systems, which a currently original to the facility. This will make the facility more attractive to use for programming and community user groups.
- **64. New High School Pool:** The City will be asked by the school system to contribute a third of the construction cost to build a new pool attached to the new High School currently being planned.
- **65. Weight Equipment:** New Weight Equipment to replace machines bought in December of 2005. This will reduce repair cost, should increase membership/income as updated or new machines foster an increased enthusiasm.
- **66. Falls Cabanas:** Purchase and install cabanas that would be available for patron rental throughout the season at the Falls Aquatic Center.
- 67. Falls Improve fencing location: Moving approximately 400' of fence in, to a total length of approximately 350'. The goal is to curb behavior that is not allowed that frequently occurs in this area due to the lack of visibility of the area for the deck guards for the area below the berm on the south side of the Falls.
- 68. Falls Maintenance: On-going maintenance of The Falls Aquatic Center is important for a top-notch facility. These items are not related to the annual operations but more focused on larger maintence needs such as replacing chemical controllers, repairs & Painting of the pool and other structures within the facility, chair/intertube replacement, and more.
- 69. Hearst Center Replace seating in Mae Latta Hall: Replacement seating for Mae Latta Hall. Current seating is 30+ years old and legs of current seating are peeling paint, upholstery is stained. Funding request is to furnish 90 new chairs that are lighter weight for moving/stacking and easier to clean.

- 70. Hearst Center Usage/Need Space Study: Recently, the strategic plan for the Hearst Center was updated. The goals of the plan are to identify ways that the mission of the Hearst can meet the current and future cultural needs of the community. This information will be used to investigate possible modifications to the Hearst Center facility.
- 71. RAGBRAI Start Up Funds: This is revenue generated from the 2015 event. It is held in the reserve account for the use as start-up funds when the event returns to Cedar Falls.
- 72. Replacement of Horse & Rider Sculpture at Visitor Center: A donation in memory of Howard Lund, a former volunteer, was received in 2016 for improvements to the Visitor Center. The gift is being held in the reserve account and will be used to help replace the Horse & Rider sculpture when the piece reaches the end of its life.
- 73. Replacement of Street Banners: We set aside \$1,000 each year to replace street banners as they become worn. We currently have \$7,030 in reserve for this purpose.
- 74. Trail Sign in George Wyth State Park Honoring Gary Kelley and Paco Rosic: Gary Kelly and Paco Rosic created artwork for the cover of the 2012 and 2013 visitor guides. We committed to use use profits for artwork on the trails. Our intention is to construct and install a Prairie Pathways kiosk sign marking and interpreting the northernmost point of the American Discovery Trail in George Wyth State Park with these funds.
- 75. Visitor Ceter Entrance Sign: The monument sign at the entrance to the Visitor Center coordinates with the building and other monument signage throughout Industrial Park. It was updated in 2012 and is beginning to show wear.
- **76. Visitor Center Retaining Wall and Patio Repair:** This project would include tearing out the existing retaining wall and replacing it with two new walls, along with replacing the entire patio area.
- 77. Bridges/Culverts Hudson Road Bridge Deck Overlay: This project involves the removal and replacement of the bridge deck of the Hudson Road bridge south of University Avenue.
- 78. Bridges/Culverts Inspections/Repairs: Alternating year inspection program of the 63 bridges in the City of Cedar Falls required by the State of Iowa and financed through Road Use Taxes. There will be no effect on the General Fund Operating Budget.

- 79. Bridges/Culverts Katowski Drive Box Culvert Replacement: Katowski Drive Box will remove and replace the existing steel I-beam bridge with a box culvert. The current bridge is in poor condition with advanced deterioration.
- 80. Bridges/Culverts Olive Street Box Culvert Replacement: Olive Street Box Culvert Replacement Project will remove and replace the existing 2 span slab bridge with a twin 10x8 box culvert. The current bridge is in poor condition with advanced deterioration.
- **81.** Bridges/Culverts Ridgeway Avenue Bridge Replacement: Ridgeway Avenue Bridge project will remove and replace the existing bridge with a new bridge.
- 82. Bridges/Culverts Tremont Street Bridge Replacement: This project will replace the existing bridge with a twin 10x8 box culvert. The current bridge is in poor condition with advanced deterioration. Design for this project will occur in-house.
- **83.** Industrial and City Development: Infrastructure Oversizing: This project would provide funding when there's a project where the City must participate in oversizing sanitary sewer, storm sewer, or the street.
- **84.** Sanitary Sewer James Drive Extension to S. Main Street Lots: This project would construct the necessary sanitary sewer for multiple lots along the west side of S. Main St. to direct access in lieu of the utilization of septic systems.
- 85. Sanitary Sewer Northern Industrial Park Realignment: This project will realign the current sanitary network within the Northern Industrial Park to allow for future developers to combine lots without building over a live sanitary line.
- **86.** Sanitary Sewer Pheasant Ridge Water/Sewer Connection: This project would extend City water and sanitary service to the pro shop building at Pheasant Ridge. Extending water service will increase water quality and reduce well maintenance.
- 87. Sanitary Sewer W. 27<sup>th</sup> Street Sanitary Sewer Extension: This project would extend a new sanitary line up to W. 27<sup>th</sup> Street, allowing for both the new high school and future developments to access the City's sanitary sewer network.
- **88. Sidewalks/Trails Assessment Program:** This is a multi-year program which addresses non-ADA compliant private sidewalks.
- 89. Sidewalks/Trails Autumn Ridge Sidewalk Infill: This project would infill a missing segment of sidewalk along the west side of Union road from Paddington Drive north approximately 630 feet to the southern extent of the planned Autumn Ridge 9<sup>th</sup> subdivision.

- 90. Sidewalks/Trails Bluebell Road Sidewalk Infill: This project will form the connection of the trail from the existing stub to Coneflower Parkway.
- 91. Sidewalks/Trails Campus Street Sidewalk Infill: This project will construct sidewalk along the eastern side of Campus Street from W 20<sup>th</sup> Street south approximately 140 feet and from W. 22<sup>nd</sup> Street north approximately 380 feet. Sidewalk will connect Sunnyside Addition to the University of Northern Iowa Campus.
- 92. Sidewalks/Trails Grand Avenue Trail Infill (Bronson to Galloway): This project would infill a segment of paved trail to complete the footpath created between Galloway Ave. and Bronson Court. This infill would require the purchase of easements along this private property, but would create a significant pedestrian connection on Grand Avenue.
- 93. Sidewalks/Trails Hudson Road Recreation Trail Phase IV: This project will install a new recreation trail along the west side of Hudson Road from W. 12<sup>th</sup> Street to W. 8<sup>th</sup> Street. This will connect the existing trail on W. 12<sup>th</sup> Street to the sidewalk on W. 8<sup>th</sup> Street and Hudson Road.
- 94. Sidewalks/Trails Lake Street Trail: This project will install new HMA recreational trail on the south side of Lake Street from Central Ave. to Big Woods Lake Recreation area. The Public Works Department has already prepared the base for the trail along Lake Street.
- 95. Sidewalks/Trails Lloyd Lane Sidewalk Infill: This project will construct sidewalk along the south side of Lloyd Lane from Norse Drive to Algonquin Drive approximately 840 feet.
- 96. Sidewalks/Trails McClain Drive Sidewalk Infill: This project will construct sidewalk along McClain Dr. from University Ave south to Primrose Drive totaling approximately 1400 feet. This sidewalk will connect surrounding subdivisions to Orchard Hill Park and Orchard Hill Elementary School.
- 97. Sidewalks/Trails Reconstruction Program: This is a multi-year program which addresses public sidewalks, installs new sidewalks to schools with inadequate sidewalk access and completes gaps in the sidewalk system. This replaces deficient public sidewalks and reduces public liability.
- 98. Sidewalks/Trails Rownd Street Sidewalk Infill: This project would construct sidewalk on the west side of Rownd Street from Hawthorne Drive to Sunnyside Drive. This project would allow the students walking to school north of Hawthorne Drive to cross the street at the pedestrian traffic signal.

- 99. Sidewalks/Trails Trail Oversizing: When a developer is required to place a sidewalk in a new subdivision or project, this project will provide the funding for the City to pay for the additional cost in expanding that sidewalk into a trail.
- 100. Sidewalks/Trails Trail Reconstruction: This project addresses major changes needed at specific locations of the trail network. It may include steep slopes, unsafe crossings, erosion, sight visibility issues, or other aspects that require design and reconstruction to complete.
- **101. Sidewalks/Trails Union Road Trail Phase II:** Union Road Trail project will install a 10 feet wide trail along Union Road from West 12<sup>th</sup> Street to West 27<sup>th</sup> Street.
- **102. Sidewalks/Trails W. Viking Road Trail Infill:** This project would complete the missing segment of sidewalk/trail along W. Viking Road, allowing the connection from Prairie Lakes to Highway 27/58.
- 103. Sidewalks/Trails W. 20<sup>th</sup> Street Sidewalk Infill: This project will construct 200 feet of sidewalk from College Street to the existing sidewalk at 1000 W. 20<sup>th</sup> Street.
- **104. Storm Water –Drainage Studies:** This project will provide an over-land route and/or drainage improvements from the Clay Street Park to Washington.
- 105. Storm Water Northern Cedar Falls Storm Sewer Extension: This project includes the design and infrastructure to extend the storm sewer network from Center Street southwest to Lone Tree Road. This line will run behind the existing line along the north side of the roadway.
- **106. Storm Water Slope Repair Greenwood Cemetery:** This project will repair portions of the steep slopes on the northern edge of Greenwood Cemetery that have failed.
- 107. Storm Water Slope Repair W. Ridgewood Drive: This project will repair portions of the steep slope on the northern edge of W. Ridgewood drive that have failed.
- **108. Streets Alley Reconstruction Program:** This project will create 3 permeable alleys per year in residential and commercial areas to treat storm water runoff, improving water quality in receiving streams and alleviate storm water runoff problems.
- 109. Streets Annual Street Repair Program (Resurfacing and Reconstruction): The Street Repair Program is financed by local sales tax revenues. The program is cash flowed annually by option tax revenues. This will have no effect on the General Fund Operating Budget.

- **110. Streets Aldrich Elementary School Connections:** This project includes three separate roadway connections to be installed, allowing for greater connectivity to Aldrich Elementary.
- 111. Streets Cedar Heights Drive Reconstruction: This project will remove and replace the Cedar Heights Drive from Greenhill Rd. to Viking Rd. This was last constructed in 1983.
- 112. Streets Center Street Improvements: This project will focus on streetscape Improvements that may include constructing shoulder improvements, intersection improvements at Center Street & Cottage Row Rd., decorative lighting, pavers, bioswales and drainage improvements.
- 113. Streets CFU Annual Patching Program: This project includes the engineering time and resources used to compile, and inspect, the CFU annual street patching plan set through completion. These patches are primarily used to match the patch to the surrounding pavement cross sections after CFU has repaired a utility underneath City pavement.
- **114. Streets Cyber Lane Extension:** This project will complete the connection of Cyber Lane to Technology Parkway.
- 115. Streets Greenhill Road Intersection Improvements: This project will complete intersection improvements for Greenhill Road at Ashworth Drive, Algonquin Drive, and Hudson Road for the future development of 50 acres. This relates to the new proposed hospital project and Greenhill Road traffic study.
- 116. Streets Greenhill Road & South Main Street Intersection: This project will reconstruct the intersection to a roundabout, to improve the capacity, efficiency and safety of the intersection. The intersection was part of a recently adopted Greenhill Road Corridor Study. This project is being undertaken in response to recent development in the area and concerns about intersection capacity and safety.
- **117. Streets Hwy 58 & Greenhill Road Intersection:** This project will install a grade separated interchange at the Highway 58 and Greenhill Road Intersection.
- 118. Streets Main Street Reconstruction: This project includes design and reconstruction of Main Street from 6<sup>th</sup> Street south to Seerley Blvd. Analysis of opportunities for improved intersection operations, vehicular/pedestrian/bicyclist safety, and Complete Streets elements are involved.Currently, Main Street will be overlayed to extend its life until reconstruction can occur.
- **119. Streets Ridgeway Avenue Reconstruction:** This project will reconstruct portions of Ridgeway Avenue installing improvements required for the Midland Atlantic Development (Mills Fleet Farm).

- **120. Streets Seal Coat Program**: Annual program to seal coat streets in accordance with the Pavement Management Plan. This will be financed with Local Option Sales Tax funds.
- **121. Streets Traffic Planning:** Perform subarea and corridor transportation plans, including analyses to define traffic forecasts, functional geometry, access management, traffic control for roadway improvements and Complete Street elements needed for the community.
- **122.** Streets Union Road Phase I: From 27<sup>th</sup> to University: This project will include the reconstruction of Union Road from University Ave. to 27<sup>th</sup> Street. Updating this roadway to an urban cross section will include curb & gutter, storm sewer and sanitary sewer.
- 123. Streets Various Intersection Improvements (Hudson/Ridgeway & Prairie Pkwy): This project will construct improvements at the intersection of Prairie Parkway & Viking Road and additional landscaping improvements, including trees, along Prairie Parkway and roundabout landscaping.
- **124.** Streets Viking Road Reconstruction & Sidewalk Infill: This project will include the reconstruction of West Viking Road from South Union Road to approximately 600 feet from the intersection at Production Drive. Updating this roadway to an urban cross section will include curb & gutter and storm sewer.
- 125. Streets West 1st Street Reconstruction: This project will reconstruct West 1<sup>st</sup> Street from Hudson Road to Franklin Street. This section of roadway is under IDOT jurisdiction; however, the City may have additional costs if this project is not on the IDOT's priority list. City local option sales tax funding will be used for the street portion of this project.
- **126.** Streets W. 12<sup>th</sup> Street Extension: This project will pay for the extension of W. 12<sup>th</sup> Street as part of the Agreement regarding annexation between Rocky Point, LC and the City of Cedar Falls. This will not impact the debt service levy since private funds are being used.
- **127. Streets W. 22<sup>nd</sup> Street Reconstruction:** This project includes the overall reconstruction and widening of W 22<sup>nd</sup> St. from College to Merner St as development continues in the area.
- **128.** Streets W. 23<sup>rd</sup> Street Reconstruction: This project will reconstruct W. 23<sup>rd</sup> Street from Hudson Road east to Campus Street.
- **129.** Streets W. 27<sup>th</sup> Street Improvements: This project will increase W. 27<sup>th</sup> Street from a two lane section of roadway to a four lane section, beginning at Greenhill Road and continuing for a distance of 2000 feet to the west.

- **130.** Streetscape Downtown Streetscape and Reconstruction (Phase II): This project would remove and replace the existing sidewalk pavers and streetscape elements along Main Street from 3<sup>rd</sup> Street to 6<sup>th</sup> Street according to the newly adopted design.
- **131. Cemetery Columbariums:** Columbariums have become a popular choice for storing cremains. This method of interment will save space throughout the three City cemeteries.
- **132. Golf Course Maintenance:** Pheasant Ridge Golf Course requires regular maintenance in order to be well kept and ensure it remains a desirable place to play golf.
- **133. Pheasant Ridge Cart Path Renovations:** Some of the older cart paths at Pheasant Ridge need to be replaced. There are also some additional paths that need to be constructed adjacent to more heavily used areas. The paths will be constructed with either asphalt or concrete.
- **134. Pheasant Ridge Improvements:** Continue improvements based on Master Plan developed by Garrett Gill. Project scope would be to fix ground water issues on holes #7 and #13, drain sand traps and possibly install new forward tees.
- **135. Bess Streeter Park Playground Equipment Upgrade**: Playground equipment upgrades for Bess Streeter Park have been requested by neighbors.
- 136. Big Woods Campground Cabins: Cabin rentals have been very popular with reservations being full for the majority of the past several years. During the construction of the first cabin, grade work and infrastructure was put in place for future addition of cabins. An additional cabin is now warranted and fits into the time frame for expansion.
- 137. Cedar River Dam Maintenance: The tainter gate structure of the dam is in need of structural repairs in order to maintain proper functionality. The project is intended to restore surface decking, repair gate guide plates and seals, and recalibrate gauges on the control panel.
- 138. Emerald Ash Borer Removal of Ash Trees: The emerald ash borer is a pest of ash trees native to Asia. It was first discovered in North America in 2002 and has killed millions of ash trees and caused thousands more to be removed due to its slow spread. The costs are anticipated to cover trees on public property only.
- 139. Gold Star Family Memorial Monument: Local veteran volunteers are proposing an additional memorial monument in Veterans Park. The purpose of the monument is to honor Gold Star Families, preserve the memory of the fallen, and stand as a reminder that Freedom is not free.

- **140. Mini Plaza on 1**<sup>st</sup> **St. Historical Area Rotary Club:** This project is to commerate 100 years of the Rotary Club. The project would consist of a small plaza connected by a trail.
- 141. New Park Identification Signage: The current Park identification signage has been in place in some locations since the 1970's. Many of the signs are routed wood that is stained and painted. The proposal involves working with a sign company for consistency/standardization of signs throughout the park system and providing branding that is consistent with other area signage.
- 142. Park Improvements: An ongoing project of improving existing parks and park infrastructure. Currently the City has over 1,000 acres of parkland and these funds allow us to upgrade various parks as needed. Staff and Park and Recreation Commission prioritize the projects annually. Examples of past projects that have been constructed using these funds have been the large shelter and ice/roller blade rink in Gateway Park, disc golf course update at Tourist Park, and small shelters at various parks. Park staff will construct improvements as part of an annual work plan and as resources are available. Future maintenance will occur related to repair of structures or improvement due to vandalism or usual wear. The annual park operating and capital budgets will pay ongoing maintenance costs.
- **143. Pedestrian Bridge Replacement:** The access from the parking lot on the south to Central Park requires crossing the Dry Run Creek. The bridge in this location which was installed approximately 50 year ago is in need of refurbishing or replacement.
- **144. Pickle Ball Court Lighting:** Lighting has been proposed by the pickleball club for extended play during the late evening hours.
- **145. Pickle Ball Court Maintenance:** The acrylic surface on the pickle ball courts will need to be replaced approximately every 5 years. Additionally, this will provide any other maintenance and upkeep for all of the existing infrastructure.
- 146. Places to Play Park Future Maintenance: The Place to Play Park contains unique ADA compliant safety surfacing and equipment. Early use has shown the park to be extremely popular which will add to wear and tear of the equipment and facility.
- **147. Place to Play Park Modifications:** The park is very popular and in need of some modifications. This project includes adding an additional shelter that can be semi isolated with a gate that will allow reservations without conflict with the main shelter.
- **148. Private Property Hazardous Tree Removal:** The Emerald Ash Borer infestation began in Iowa in 2010. In 2017, the City started a multi-year effort to remove dead and damaged trees on City property. The City plans to hire a contractor to address this nuisance.

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- 149. Roundabout Landscape Improvements: This project involves creating landscaping similar to University Avenue on existing roundabouts. Three of the maior roundabouts include Prairie Parkway & Brandilynn, Cedar Heights & Viking, and Ridgeway & Chancellor.
- 150. Seerley Park Renovation: This project includes the installation of a new shelter, restroom, upgraded playground equipment including inclusive elements, fencing, and signage.
- 151. Skate Park Relocation: Relocation of the Skate Park 100 feet north of its current location may be of interest to an adjacent private business wishing to expand.
- 152. Street Tree Replacement: The city is currently removing approximately 250 street trees annually. These removals are due to age, damage from storms and the Emeral Ash Borer.
- 153. Trail Maintenance: Funded by Hotel/Motel Tax revenue on an annual basis for structural repairs to the existing recreation trail system. The goal is to only utilize a portion of the funds annually so that a reserve fund will accumulate.
- 154. Veterans Memorial Park Signs: Various phases have been completed at Veterans Park. The City has been requested to install signs that provide information about Veterans, the park, and background on the different wars and conflicts.
- 155. Northern Cedar Falls Landscape Improvements: The PW/Park Division is proposing to plant, prairie, wildflowers, trees and turfgrass on select flood buyout as defined on the Northern Cedar Falls Recreation and Maintenance Plan prepared by Confluence.
- 156. Beach House Dehumidification System: During the spring when ambient temperatures are higher than ground temperatures, and on humid days, the floor at the beach house becomes wet with condensation causing a slip hazard for users.
- 157. Building Exterior Weatherproofing Public Buildings: City owned buildings are nearing the age when it will be necessary to perform exterior surface maintenance. This project includes brick & block tuck-point, EIFS repair and waterproofing for buildings that are ten years older or older.
- 158. Community Center Flooring and Furniture: The Community Center opened in 2004. Carpet and a dance floor were installed at that time. Flooring that is more easily cleaned will be considered in consultation with the maintenance supervisor and flooring expert. The divider that surrounds the dance floor will also be repaired and replaced.
- 159. LED Lighting Upgrade Aquatic Center: This project is an energy initiative that includes replacing and retrofitting LED lighting throughout the Aquatic Center.

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- 160. LED Lighting Upgrade Library: This project is an energy initiative that includes replacing and retrofitting LED lighting throughout the Library.
- 161. Library Atrium Window Replacement: The library building was constructed in 2004. Recently some of the windows in the atrium are showing signs of wear and collecting condensation to the point that the maintenance supervisor recommended replacing those.
- 162. Library Drive-Through Book Returns: The drive-through book returns on the State Street side of the library are now seventeen years old and have been repaired multiple times, but are close to being beyond repair.
- **163. Library Exterior Door Replacement:** The library building was constructed in 2004. In recent years, some of the exterior doors have begun deteriorating with rust. One was replaced last year, but more now need to be replaced.
- 164. Rec Center Heat Pumps: The nineteen heat pumps installed when the Rec Center was built in 1992 are at the end of their lives and need to be replaced. We are investingating replacing four per year over the next four years.
- 165. Compaction Equipment Refurbishing at Transfer Station: The transfer station became operational in 1981. Over the years, there have been improvements made to the mechanical compaction equipment. This project will include removing the mechanical walking floor and replacing the structural frame work for the storage pit and compaction chamber.
- 166. Expanded Poly Styrene (Styrofoam) Densifier: The intake of Expanded Poly Styrene (Styrofoam) has increased significantly since the purchase and onset of the recycling program. The material intake has outgrown the efficient capability of original densifying machine. This project is intended to replace the existing unit with a larger machine with improved loading capabilities.
- 167. Refuse and Yard Waste Cart Tracking: RFID technology is utilized to track collection and billing of yard waste carts. This technology is used so residents can be billed on a per dump basis. There will be a need in the near future to update all aspects of cart collection and tracking services.
- 168. Security Cameras at Recycling sites: This initiative is an effort to monitor use of recycling drop sites due to increased contamination and illicit dumping. Cameras would be used to identify misuse and hold the abusers accountable.
- 169. Material Storage Bunkers: Granular materials are in constant need for maintenance operations. The project would include constructing concrete bunker walls with a wood roof to protect materials from precipitation. The location would be on the west side of the Public Works complex at 2200 Technology Parkway.

- **170. Streetscape College Hill Maintenance & Improvements:** This project will continue to provide improvements to the City's College Hill Business District. The improvements will include streets, sidewalks, benches, landscaping, public art, and pedestrian amenities.
- **171. Streetscape Downtown Maintenance & Improvements:** this project will continue to provide improvements to the City's Central Business District. The improvements include maintenance/repairs to sidewalk bricks on the Parkade.
- **172. Storm Water: Erosion Repair Project:** This project will repair drainage areas on public property or in drainage easements. The project will stabilize the drainage area and prevent future erosion.
- 173. Signalized Intersection Upgrade: Select intersections will be in need of complete replacement due to deteriorating bases and signal structures. Including wiring, conduit, detector loops, signal heads and controllers. This also incorporates the upgrading of controller electronics and replacement of failing Light Emitting Diodes (LED's).
- 174. Siren Replacement: Siren upgrades will be required to take place in the coming years. The siren at Black Hawk Lane will need to be relocated as part of the 58/Viking project scheduled for FY19/20. Additional sites will need to be evaluated and added as the city expands south and westward.
- 175. Bulk Fluids Room Expansion: With newer modern technology of equipment the requirements for lubricants and coolants has become very specific. Due to the need to stock additional items the bulk fluid storage room has become cluttered and is no longer sizeable to properly store the fluids.
- **176. Building Maintenance:** This is an expense once every five years to include block repair, waterproofing and tuck-pointing as needed on the block buildings maintained by the Water Reclamation Division.
- **177.** Hudson Road Sanitary Lie Replacement: This project involves lining decaying concrete lines along Hudson Road.
- 178. Lift Station Electrical Generator: This is for a large portable generator. Improvements at Park Drive lift station have created this need. Currently we have just one generator that can be used at four lift stations. This could also be used during other City emergencies, such as flooding or severe wind storms when auxiliary power may be needed.
- 179. Lift Station Pump Rebuild or Replacement: With twelve lift stations and thirty pumps throughout the collections system in the City, pumps are rebuilt or replaced on a regular basis.

- **180. Nutrient Reduction Improvements:** The treatment facility will be updated to a new treatment process that allows for the removal of Nitrogen and Phosphorus to meet new USEPA and IDNR regulations added to Cedar Falls NPDES permit.
- **181.** Oak Park Sewer Replacement Project: This line runs through private property along property bordering 929 & 941 Oak Park Blvd. with an elevated portion through a wooded ravine.
- 182. Park Drive Cross Connection Removal Reimbursement: This is related to ongoing projects to remove clean water entering the City's sanitary sewer system through legal and illicit connections. These connections can add millions of gallons of water a day in wet weather to the City's sanitary sewer system. This program will help reduce any future violations by the EPA & IDNR.
- 183. Polymer Pumps: The polymer system for the biosolids processing equipment are very difficult to get parts for. This is a very complex system and should be replaced as a complete unit.
- **184.** Sanitary Sewer Infiltration & Inflow Reduction Project: This project is aimed at reducing extraneous flows to the Water Reclamation Facility during wet weather, in response to pressure from EPA & DNR. It could encompass a program to grout lateral service lines and/or involve property owners in disconnecting footing drain connections and illegal sump pump connections to the sanitary sewer.
- **185.** Sanitary Sewer Spot Repairs/Emergency: Some streets that are to be reconstructed or overlaid have damaged spots in the sanitary sewer and are repaird prior to the street's improvement in an effort to keep the street's surface integrity from being affected by sewer repairs.
- 186. Sartori Trust Farm Improvements: This farm is used extensively for our biosolids land application program and generates revenue for the Health Trust Fund. Improvements are needed periodically either to satisfy USDA requirements, or to solve problems the tenant or city may be having, or enhance productivity of the soil.
- **187.** Sewer Collection System Expansion Study: In order to prepare for future growth, planning of infrastructure needs to be completed with information and understanding of the condition and size of the current system and how best to proceed with extending this.
- **188. Sipline Existing Sanitary Sewers:** An ongoing process of repair and refurbishing existing sewer lines. A very cost effective method of increasing the strength of a line while decreasing the infiltration. A decrease in infiltration is very beneficial to the WWTP.

- **189. UV Disinfection Bulb Replacement:** The bulbs used in the disinfection process have a lifespan of 1200 hours. The will need to be replaced to maintain permit requirements.
- **190. AED:** AED Units are used in medical emergencies involving cardiac arrest. These units typically have a 10 year life span, although from time to time may need to be replaced sooner due to upgrades or other requirements.
- 191. Bunker Gear, Replacement of PASS Devices and Volunteer Equipment: Personal protective equipment (PPE), including fire gear need to be replaced as they wear and breakdown. The life span of the fire gear is up to 10 years. The bunker gear is replaced as it wears or is damaged.
- 192. Fire Hose: A replacement program for fire hose has been developed. The Fire Division is still using fire hose dated into the 80's. A comprehensive replacement program will help insure safety of fire personnel and our operation efficiency. About one dozen lengths fail testing each year. This also includes funds for updating nozzles and other connections. The maintenance of fire hose is already included in the normal General Fund Operating Budget. However, replacement is not in the General Fund Operating Budget.
- 193. Replacement of Thermal Imaging Units: Thermal Imaging cameras are used by firefighters in order to assist in "seeing" through smoke and into walls. The cameras are a very valuable firefighting ad rescue tool. The thermal imaging cameras are used on every incident that deals with smoke, heat and/or fire.
- 194. SCBA Replacement: The City purchased the current Self Contained Breathing Apparatus which includes the backpack, air tanks and face masks in 2009 placing the age of these units at 11 years. The life expectancy of these units is 15 years. Each firefighter is issued a mask that is specific to them. Back packs and tanks are shared. Newer units are not compatible with the older uits we currently own.
- **195. Ballistic Vest Replacement:** Scheduled replacement of bullet resistant vests. There will be no effect on the General Fund Operating Budget, since these vests are being purchased with grant and forfeiture funds.
- **196. Equipment Reserve:** For the purchase of various public safety equipment.
- **197. Forensic Cellphone & Tablet Equipment:** The Public Safety Department currently owns a Cellbrite Forensic Kit that is used to examine cellphones and tablets as needed for criminal investigation. The unit is used weekly to examine phones.
- 198. In Car Camera: The Police Division has in-car camera systems in each of the 11 patrol vehicles. The camera systems record an audio and video account of all police activity. The in-car camera system is a requirement for all patrol vehicles in any modern law enforcement agency.

- 199. Lab and Investigative Equipment: The Police Division processes many crime scenes each year. This requires a wide variety of equipment, including static print lifter, camera equipment, fumer, laser fingerprint light and other equipment. Equipment is replaced as needed or added if a need arises. Technology frequently changes and new tools are created that can be of aid during investigations.
- **200.** Radar: The Public Safety Department has one radar installed in each patrol vechicle for speed violation detection. The radar units have a life span of less than 10 years. Each unit cost is approximately \$3,000. The Department intends to replace each of the 12 radar units over a 3 year period.
- **201. Weapons:** The Police Division has an inventory of handguns, rifles, shotguns and Tasers that need to be replaced on a 5-10 year basis. The weapons are a necessary piece of equipment for the safety of the public and the police officers. The replacement of the weapons are based upon their useful life and maintenance concerns.

# Administrative City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Administrative	06/30/21	06/30/22	06/30/23
Section/Position	Budgeted	Budgeted	Budgeted
Mayor's Office Mayor Administrative Supervisor	1.00 0.08	1.00 0.10	1.00 0.10
Administration City Administrator Administrative Supervisor Economic Development Coordinator Communications Specialist Interns (Part-Time)	1.00	1.00	1.00
	0.02	0.05	0.05
	1.00	1.00	1.00
	1.00	1.00	1.00
	0.00	0.00	0.10
Full-Time	4.10	4.15	4.15
Part-Time	0.00	0.00	0.10
Total Administrative	4.10	4.15	4.25

## Department of Finance & Business Operations City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Finance & Business Operations Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Administration			
Director of Finance & Business Operations	1.00	1.00	1.00
Financial Technician (Part-Time)	0.73	0.73	0.73
Financial Services			11
Controller/City Treasurer	0.98	0.98	1.00
Accountant I	0.95	0.95	0.65
Personnel Specialist	2.00	0.00	0.00
Administrative Assistant	0.00	0.40	0.00
Administrative Assistant - Lead	0.40	0.00	0.00
Payroll/HR Technician	1.00	1.00	0.95
Financial Clerk	0.40	0.40	0.40
Financial Clerk (Part-Time)	0.98	0.98	0.98
Human Resources			
HR Manager	0.00	1.00	1.00
Personnel Specialist	0.00	2.00	0.00
HR Specialist	0.00	0.00	2.00
HR Specialist (Part-Time)	0.00	0.00	0.73
Equity Coordinator	0.00	0.00	1.00
Payroll/HR Technician	0.00	0.00	0.05
Accountant	0.00	0.00	0.30
Administrative Assistant	0.00	<sub>2</sub> 0.00	0.35
Legal Services			1
City Attorney	1.00	1.00	1.00
Personnel Specialist	1.00	0.00	0.00
Administrative Supervisor	0.00	0.02	0.02
Administrative Assistant	0.10	0.10	0.10
Public Records			
City Clerk	0.90	0.90	0.90
Administrative Supervisor	0.65	0.98	0.83
Administrative Assistant	1.15	1.55	1.15
Administrative Assistant (Part-Time)	1.24	0.41	0.41
Admin/Parking Supervisor	0.30	0.00	0.00
Library Services			
Library Director	1.00	1.00	1.00
Senior Librarian	2.00	2.00	2.00

### Employ23

## Department of Finance & Business Operations City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Finance & Business Operations Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Library Assistants	8.00	8.00	8.00
Librarian (Part-time)	2.18	2.18	1.46
Education Coordinator (Part-Time)	0.20	0.20	0.20
Shelver (Part-Time)	0.38	0.00	0.00
Librarian	0.00	0.00	1.00
Technology Librarian	1.00	1.00	1.00
Library Assistant (Part-Time)	5.65	6.38	6.38
Library Interns (Part-Time)	2.95	1.45	1.23
Library Pages (Part-Time)	2.10	2.48	2.48
Community Services			
Facilty Assistant (Part-Time)	0.73	0.73	0.44
Library Assistant (Part-Time)	0.67	0.67	0.67
Cable TV			
Cable & Television Supervisor	1.00	1.00	1.00
Video Production Supervisor	1.00	1.00	1.00
Video Production Specialist	1.00	1.00	1.00
Administrative Assistant (Part-Time)	0.00	0.28	0.28
Production Assistant I (Part-Time)	0.50	0.50	0.00
Administrative Assistant - Lead	0.60	0.00	0.00
Production Assistant II (Part-Time)	0.00	0.00	0.50
Information Systems			
Information Systems Manager	1.00	1.00	1.00
Network/Support Specialist	1.00	1.00	1.00
Information Systems Technician II	1.00	1.00	1.00
Graphic Designer (Part-Time)	0.73	0.73	0.73
GIS Analyst	1.00	1.00	1.00
Information Systems Technician I	1.00	1.00	1.00
Intern (Part-Time)	0.10	0.10	0.10
Parking			
City Clerk	0.10	0.10	0.10
Administrative Supervisor	0.15	0.85	0.70
Admin/Parking Supervisor	0.70	0.00	0.00
Parking Meter Attendant (Part-Time)	2.90	2.90	2.90
Administrative Clerk	0.00	0.00	0.00
Administrative Clerk (Part-Time)	0.00	0.00	0.00
Administrative Assistant	0.45	0.60	0.50

Employ23

Item 3.

### Department of Finance & Business Operations City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Finance & Business Operations Section/Position	06/30/21	06/30/22	06/30/23
	Budgeted	Budgeted	Budgeted
Administrative Assistant (Part-Time)	0.14	0.00	0.00
Total Full-Time	33.83	33.83	35.00
Total Part-Time	22.18	20.72	20.22
Total Finance & Business Operations	56.01	54.55	55.22

# Department of Community Development City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Community Development Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Administration			
Director of Community Development	1.00	1.00	1.00
Administrative Assistant	0.05	0.05	0.05
Inspection Services			
Inspection Services Manager	1.00	1.00	1.00
Inspectors	5.00	5.00	5.00
Inspector (Part-Time)	0.73	0.73	0.73
Code Enforcement	1.00	1.00	1.00
Administrative Supervisor	0.07	0.00	0.20
Administrative Assistant	1.55	1.55	1.55
Administrative Assistant (Part-Time)	0.00	0.52	0.52
Financial Clerk (Part-Time)	0.06	0.06	0.06
Planning & Community Services			
Planning & Community Service Manager	0.95	0.95	0.95
Planner I	1.00	2.00	2.00
Planner II <sup>.</sup>	2.00	0.00	0.00
Planner III	1.00	2.00	2.00
Administrative Assistant	0.60	0.60	0.65
Intern (Part-Time)	0.10	0.10	0.10
Cultural Services			
Cultural Program Supervisor	1.00	1.00	1.00
Education Coordinator (Part-Time)	0.73	0.73	0.73
Senior Services Coordinator (Part-Time)	1.46	0.73	0.73
Hearst Lab Tech (Part-Time)	0.73	0.73	0.73
Hearst Coordinator (Part-Time)	0.73	0.73	0.73
Hearst Assistant (Part-Time)	0.50	0.50	0.50
Temporary (Part-Time)	0.75	0.75	0.75
Office Assistant (Part-Time)	1.45	1.45	1.45
Program Coordinator (Part-Time)	0.73	0.73	0.73
Recreation Services			
Rec & Community Program Manager	1.00	1.00	1.00

# Department of Community Development City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Community Development Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Rec Program Supervisor	1.00	1.00	1.00
Sports Program Supervisor	1.00	1.00	1.00
Recreation Program Coordinator (Part-Time)	0.73	0.73	0.73
Admin Assistant - Lead	1.00	1.00	1.00
Fitness Coordinator (Part-Time)	0.73	0.73	0.73
Office Assistant (Part-Time)	0.00	0.00	2.18
Seasonal/Temporary (Part-Time)	29.50	29.50	27.32
Housing Vouchers			
Planning & Community Service Manager	0.02	0.02	0.02
Commumity Services Coordinator	1.00	1.00	1.00
Housing Program Specialist (Part-Time)	1.41	1.41	1.41
Accountant	0.02	0.02	0.02
Financial Clerk (Part-Time)	0.04	0.04	0.04
Intern (Part-Time)	0.10	0.10	0.10
Block Grant			
Planning & Community Service Manager	0.03	0.03	0.03
Housing Program Specialist (Part-Time)	0.04	0.04	0.04
Controller/City Treasurer	0.02	0.02	0.00
Accountant	0.03	0.03	0.03
Financial Clerk (Part-Time)	0.03	0.03	0.03
Visitors & Tourism Services			
V&T/Cultural Program Manager	1.00	1.00	1.00
V&T Sales/Mrktg. Coordinator	0.00	1.00	1.00
Summer Intern (Part-Time)	0.10	0.10	0.10
V&T Coordinator	1.00	0.00	0.00
V&T Coordinator (Part-Time)	0.73	0.73	0.73
Office Assistant (Part-Time)	2.08	2.08	2.08
Total Full-Time	23.34	23.27	23.50
Total Part-Time	43.46	43.25	43.25
Total Community Development	66.80	66.52	66.75

# Public Works City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Public Works Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Engineering Services			
Director of Public Works	0.33	0.33	0.33
City Engineer	1.00	1.00	1.00
Civil Engineer II	1.00	1.90	1.90
Civil Engineer I	1.00	1.00	1.00
Principal Engineer	1.80	0.90	0.90
CAD Designer	1.00	1.00	1.00
Engineering Tech I	0.00	0.00	1.00
Surveyor	1.00	1.00	1.00
Engineering Technician II	6.00	6.00	5.00
Summer Temporary/Intern (Part-Time)	0.15	0.15	0.15
Administrative Assistant (Part-Time)	0.69	0.86	0.86
Financial Clerk (Part-Time)	0.21	0.21	0.21
Administrative Supervisor	0.03	0.00	0.10
Administrative Assistant	0.55	0.55	0.55
Cemetery			
PW/Parks Supervisor	1.00	1.00	1.00
Equipment Operator	1.00	1.00	1.00
Laborer (Part-Time)	1.45	0.73	0.73
Temporary (Part-Time)	2.00	2.00	2.00
Administrative Assistant	0.05	0.10	0.10
Maintenance Worker	0.00	1.00	1.00
Parks			
PW/Parks Supervisor	1.00	1.00	1.00
Arborist	2.00	2.00	2.00
Senior Groundskeeper	1.00	1.00	1.00
Equipment Operator	1.00	1.00	1.00
Horticulturalist	0.00	0.00	1.00
Laborer (Part-Time)	5.08	4.35	4.35
Seasonal (Part-Time)	7.63	7.63	7.63
Public Building			2

# Public Works City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Public Works Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Building Maintenance Supervisor	1.00	1.00	1.00
Maintenance Worker	0.50	0.50	0.50
Administration - Public Works			
Director of Public Works	0.67	0.67	0.67
O&M Manager	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Administrative Assistant (Part-Time)	0.73	0.73	0.73
O&M Refuse			
Parks/PW Supervisor	1.00	1.00	1.00
Maintenance Worker	6.00	6.00	6.00
Maintenance Worker (Part-Time)	5.75	7.20	7.23
Seasonal (Part-Time)	0.50	0.50	0.50
Storm Water			
Environmental Engineer	0.00	0.00	0.30
Principal Engineer	0.20	0.10	0.10
Civil Engineer II	0.00	0.10	0.10
Equipment Operator	2.00	2.00	2.00
Seasonal (Part-Time)	0.10	0.10	0.10
Storm Water Specialist	1.00	1.00	1.00
Sewer Rental			
Equipment Operator	1.00	1.00	1.00
Maintenance Worker	3.00	3.00	3.00
Environmental Engineer	0.00	0.00	0.70
Seasonal (Part-Time)	1.23	1.23	1.23
Water Reclamation			
Water Reclamation Manager	1.00	1.00	1.00
Waste Water Supervisor	1.00	1.00	1.00
Waste Water Operator II	1.00	1.00	1.00
Waste Water Laboratory Tech	1.00	1.00	1.00

# Public Works City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

Public Works Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Equipment Mechanic	1.00	1.00	1.00
Waste Water Operator I	4.00	4.00	4.00
Maintenance Worker	2.00	2.00	2.00
Maintenance Worker (Part-Time)	0.73	0.73	0.73
Seasonal (Part-Time)	0.31	0.31	0.31
Street Construction			
PW/Parks Supervisor	2.00	2.00	2.00
Equipment Operator	4.00	4.00	5.00
Maintenance Worker	11.00	11.00	11.00
Maintenance Worker (Part-Time)	1.45	0.00	0.00
Seasonal (Part-Time)	2.92	2.92	2.92
Traffic Operations		*	
Traffic Operation & Maint. Supervisor	1.00	1.00	1.00
Maintenance Worker	1.50	1.50	1.50
Seasonal (Part-Time)	0.50	0.50	0.50
Signal Technician (Part-Time)	0.00	0.00	0.73
Vehicle Maintenance			
Fleet Maintenance Supervisor	1.00	1.00	1.00
Equipment Mechanic	5.00	4.00	4.00
Assistant Equipment Mechanic	0.00	1.00	1.00
Assistant Equipment Mechanic (Part-Time)	0.73	0.73	0.73
Seasonal (Part-Time)	0.50	0.50	0.50
Total Full-Time	75.63	76.65	79.75
Total Part-Time	32.66	31.38	32.14
Total Public Works	108.29	108.03	111.89

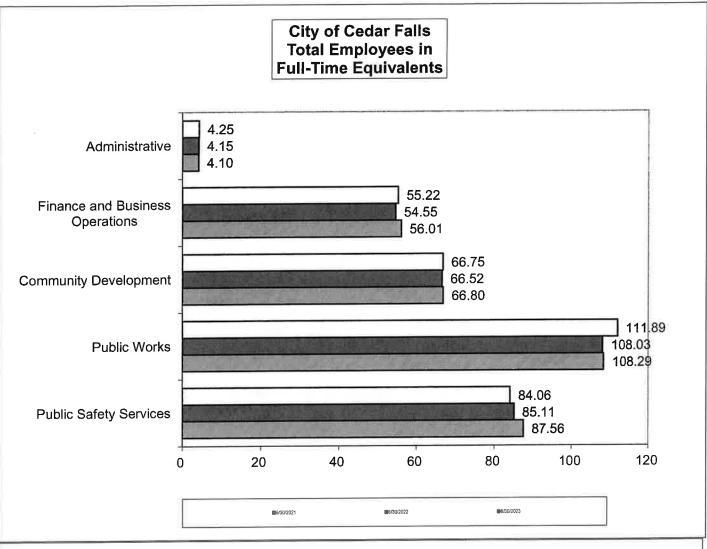
## Public Safety Services Department City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

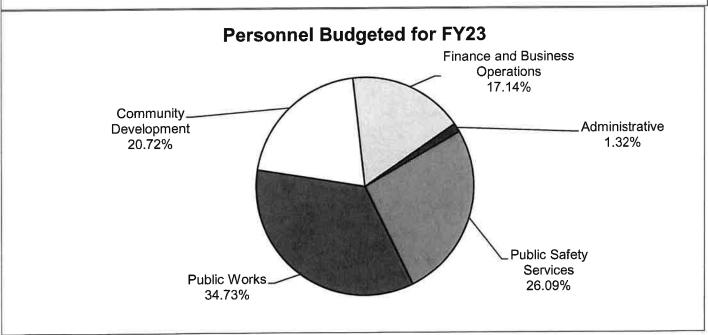
Public Safety Services Section/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Fire Department			
Director of PSS	0.33	0.50	0.50
Assistant PSS Director- Fire Chief	1.00	1.00	1.00
Batt. Chief	3.00	2.00	0.00
Police Captains - PSO	1.00	0.00	0.00
Fire Captains	3.00	3.00	3.00
Public Safety Supervisor-Captain	0.00	2.00	3.50
Public Safety Supervisor-Lieutenant	0.00	5.00	2.00
Police Lieutenant - PSO	3.00	0.00	0.00
Public Safety Officer	4.00	15.00	17.00
Firefighter	9.00	0.00	0.00
Firefighter (Part-Time)	0.90	0.00	0.00
Administrative Assistant	0.25	0.25	0.50
Financial Clerk	0.35	0.35	0.35
Police			
Director of PSS	0.67	0.50	0.50
Assistant PSS Director - Police Chief	1.00	1.00	1.00
Police Captain	3.00	0.00	0.00
Police Captain - PSO	1.00	3.00	0.00
Public Safety Supervisor - Captain	0.00	1.00	3.50
Public Safety Officer	36.00	31.00	30.00
Computer Operator	1.00	1.00	0.00
Lieutenants	2.00	1.00	0.00
Lieutenants - PSO	5.00	2.00	2.00
Public Safety Supervisor-Lieutenant	0.00	4.00	7.00
Police Officer	4.00	3.00	3.00
Crossing Guard (Part-Time)	1.88	1.88	1.88
Community Service Officer I (Part-Time)	4.23	4.68	5.13
Office Assistant (Part-Time)	1.45	1.45	1.45
Financial Clerk	0.25	0.25	0.25
Administrative Assistant	0.25	0.25	0.50
Total Full-Time	79.10	77.10	75.60
Total Part-Time	8.46	8.01	8.46
Total Public Safety Services Department	87.56	85.11	84.06

### Summary of Departments City of Cedar Falls FY23 Budget Summary Full-Time and Part-Time Positions By Fiscal Year and Departments

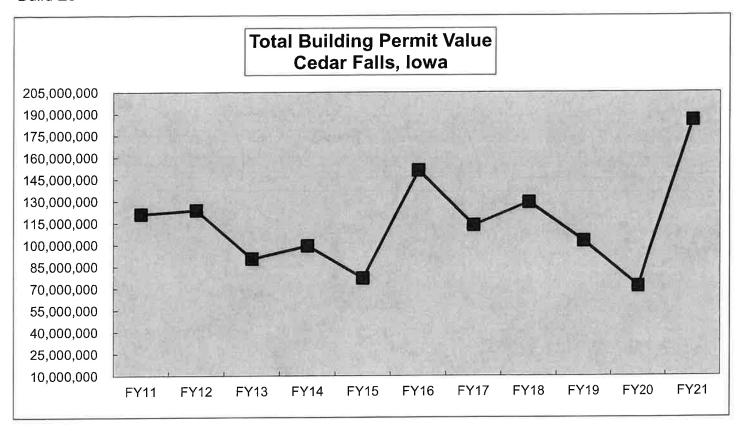
Summary Totals Department/Position	06/30/21 Budgeted	06/30/22 Budgeted	06/30/23 Budgeted
Administrative			
Full-Time	4.10	4.15	4.15
Part-Time	0.00	0.00	0.10
Finance & Business Operations			
Full-Time	33.83	33.83	35.00
Part-Time	22.18	20.72	20.22
Community Development			
Full-Time	23.34	23.27	23.50
Part-Time	43.46	43.25	43.25
Public Works			
Full-Time	75.63	76.65	79.75
Part-Time	32.66	31.38	32.14
Public Safety Services			
Full-Time	79.10	77.10	75.60
Part-Time	8.46	8.01	8.46
Total Full-Time	216.00	215.00	218.00
Total Part-Time	106.76	103.36	104.17
Total Employees in FTE	322.76	318.36	322.17

- FBO- Changes in staffing due to new human resource positions and reclassifying one part-time librarian to full-time.
- CD- Minimal change in this department. Allocations for Admin staff adjusted between full-time and part-time.
- PW- Increase in full-time due to new environmental engineer position, horticulturalist position and an additional equipment operator in streets. Increase in part-time due to new signal technician position.
- PSS- Decrease in full-time due to one less officer budgeted and elimination of the computer operator position. Increase in part-time due to additional administrative hours.



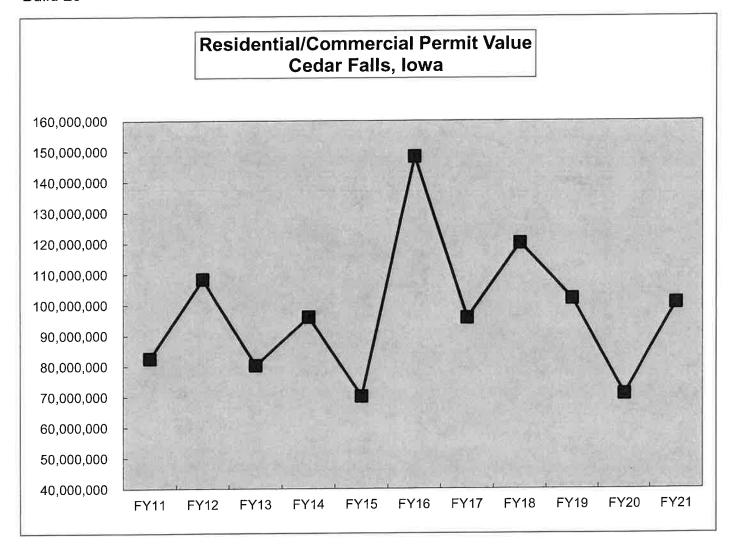


### Build 23



Following a steep decline in the mid-1980's, Cedar Falls construction activity has consistently grown. The chart includes institutional building activity which stabilized the City building activity in the 1990's with continued construction at UNI. FY21 was the highest year on record for building permits.

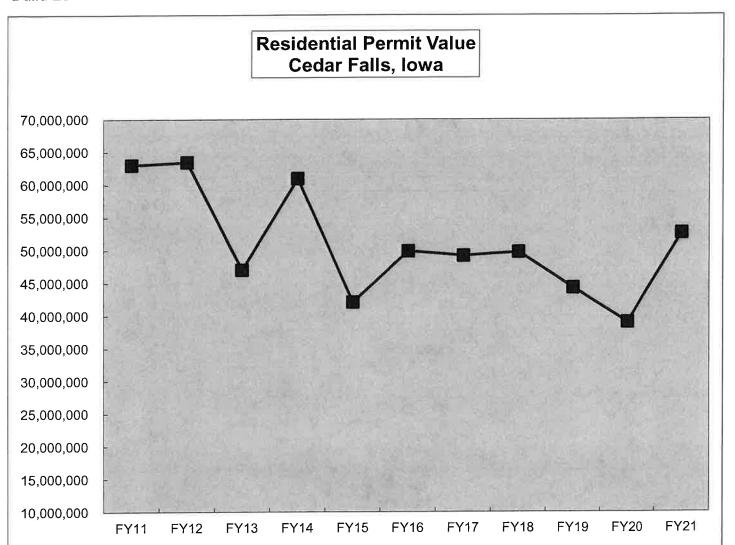
Year	Single Family Residential Permits	Residential Value	Commercial Value	Residential & Commercial Value	Total Permit Value
FY11	219	63,012,145	19,526,145	82,538,290	121,112,268
FY12	159	63,452,316	44,897,448	108,349,764	123,741,522
FY13	155	47,004,943	33,267,911	80,272,854	90,502,815
FY14	154	60,943,582	35,061,840	96,005,422	99,342,651
FY15	113	42,060,589	28,052,093	70,112,682	77,077,151
FY16	120	49,865,347	98,405,062	148,270,409	151,028,207
FY17	151	49,171,001	46,568,190	95,739,191	113,451,168
FY18	115	49,731,122	70,385,807	120,116,929	129,131,550
FY19	100	44,269,685	57,757,608	102,027,293	102,607,982
FY20	94	38,988,945	31,876,618	70,865,563	71,581,480
FY21	127	52,584,918	47,972,821	100,557,739	185,425,572



Year	Residential & Commercial Value
FY11	82,538,290
FY12	108,349,764
FY13	80,272,854
FY14	96,005,422
FY15	70,112,682
FY16	148,270,409
FY17	95,739,191
FY18	120,116,929
FY19	102,027,293
FY20	70,865,563
FY21	100,557,739

Commercial/Residential construction activity in Cedar Falls over the last ten years has grown. This growth is created by a strong service based economy, the stability of UNI, a large number of available lots and an attractive school system.

FY16 increase was due to several high value building projects including Unity Point Clinic, Pinicle Specialty Care, Western Home and Martin Brothers addition.

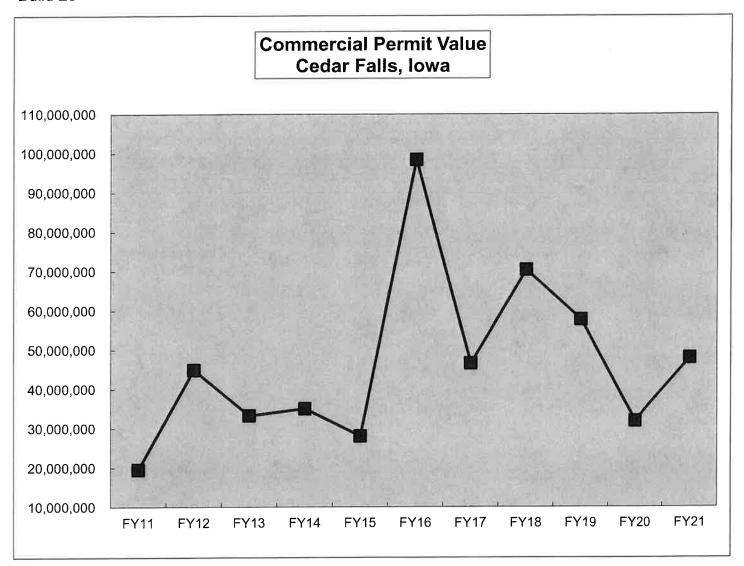


FY11 63,012,145 FY12 63,452,316 FY13 47,004,943 FY14 60,943,582 FY15 42,060,589 FY16 49,865,347 FY17 49,171,001 FY18 49,731,122 FY19 44,269,685 FY20 38,988,945		
FY12 63,452,316 FY13 47,004,943 FY14 60,943,582 FY15 42,060,589 FY16 49,865,347 FY17 49,171,001 FY18 49,731,122 FY19 44,269,685	Year	, , , , , , , , , , , , , , , , , , , ,
FY21 52,584,918	FY12 FY13 FY14 FY15 FY16 FY17 FY18 FY19 FY20	63,452,316 47,004,943 60,943,582 42,060,589 49,865,347 49,171,001 49,731,122 44,269,685 38,988,945

Residential housing development has continued to rise in Cedar Falls due to the presence of key growth areas in the Metro area.

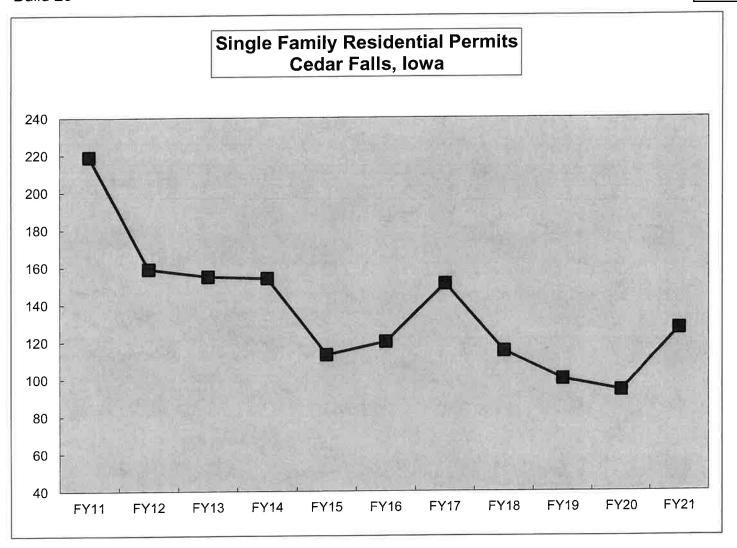
The existence of basic infrastructure, low tax rates and a quality school system should continue this growth in future years.

In future years maintaining a low tax rate will be critical to ensure that prospective homebuilders do not construct in the country or outlying small communities.



Year	Commercial Value
FY11	19,526,145
FY12	44,897,448
FY13	33,267,911
FY14	35,061,840
FY15	28,052,093
FY16	98,405,062
FY17	46,568,190
FY18	70,385,807
FY19	57,757,608
FY20	31,876,618
FY21	47,972,821

Commercial construction activity between FY11 and FY21 continues to be very strong in Cedar Falls. This is created by the availability of premium commercial sites, new roads, low interest rates, and a strong service based community.

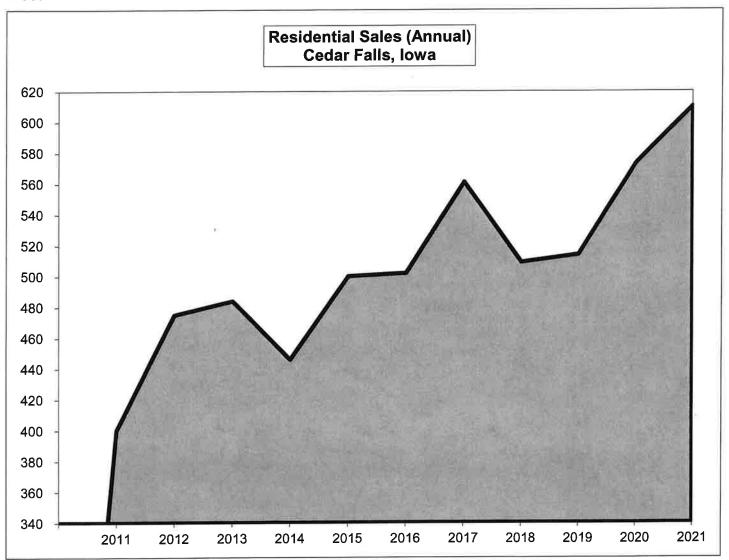


Year	Single Family Residential Permits
FY11	219
FY12	159
FY13	155
FY14	154
FY15	113
FY16	120
FY17	151
FY18	115
FY19	100
FY20	94
FY21	127

Single family construction is stongly driven by interest rates and the availability of quality lots. Cedar Falls had an abundance of property suitable for development over the past ten years

Development will depend on the national economy and interest rates.

### Resale

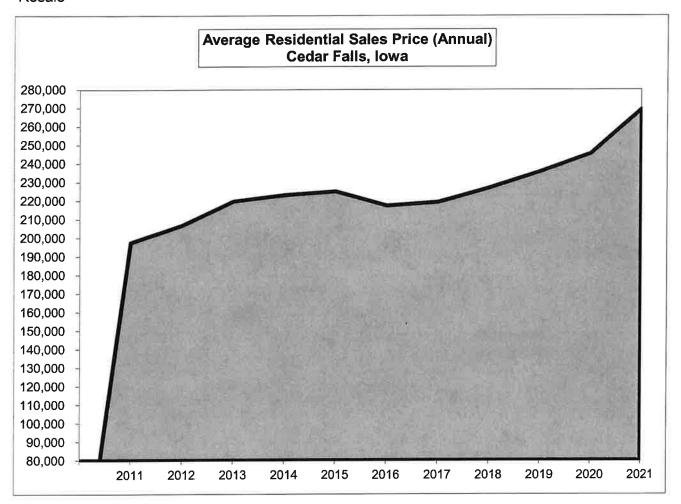


Year	Single Family Sales
2011	400
2012	475
2013	484
2014	446
2015	500
2016	502
2017	561
2018	509
2019	514
2020	573
2021	610
Average	507

In 2010, residential property sales decreased dramatically and decreased again in 2014. However, FY17 saw a strong increase and FY20 had the highest year on record.

Caution should be taken by the City Council in levying taxes. Many new residential construction projects will seek the \$20.00 county tax rate versus the City \$32.00 rate within the Cedar Falls school district if taxes become too high.

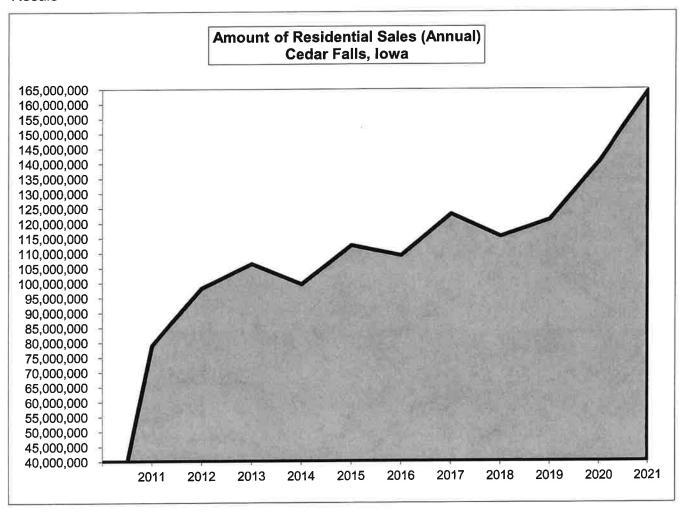
#### Resale



Year	Average Sales Price
2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021	197,576 206,773 219,746 223,093 225,048 217,393 219,263 226,890 235,621 245,349 269,165
Average	225,992

The average sale price of residential properties in Cedar Falls has grown by 36% between 2011- 2021 from \$197,576 to \$269,165

#### Resale



Year	Amount of Sales
2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021	79,030,400 98,217,175 106,357,064 99,499,478 112,524,000 109,131,286 123,006,543 115,487,010 121,109,194 140,584,977 164,190,650
Average	\$115,376,162

The number of sales increased by 53% between 2011 and 2021, the total sales value of property increased by 107.76%. This clearly illustrates that the value of property in Cedar Falls continues to appreciate at a rapid rate.



# City of Cedar Falls, Iowa Principal Employers Current Year and Nine Years Ago

		2012		
Employees	Number of Employees <sup>1</sup>	_Rank_	Percentage of Total City Employment	
John Deere Product Engineer Center <sup>2</sup>	6,739	1	28.92%	
Mercy One Medical	2,700	2	11.59%	
University of Northern Iowa	2,586	3	11.10%	
Hy-Vee Food Stores <sup>2</sup>	1,231	4	5.28%	
Omega Cabinetry, LTD				
Target Distribution	475	10	2.04%	
Cedar Falls Community School District	688	7	2.95%	
The Western Home				
Area Education Agency 267	1,150	5	4.94%	
Martin Brothers Distributing Co., Inc	(55		1. <del>55</del>	
Viking Pump Inc, Unit of Index Corp.	505	9	2.17%	
City of Cedar Falls/Municipal Utilities	540	8	2.32%	
Wal-Mart Super Center <sup>2</sup>	758	6	3.25%	
Total	17,372		74.56%	

Source: Cedar Valley Alliance website

<sup>&</sup>lt;sup>1</sup> Number of employees includes all full-time, part-time and seasonal employees.

<sup>&</sup>lt;sup>2</sup> Number of employees includes multiple locations in both Cedar Falls and Waterloo.

	2021	
Number of Employees <sup>1</sup>	_Rank_	Percentage of Total City Employment
E 000	4	12.28%
5,000	1	
2,893	2	7.11%
1,819	3	4.47%
1,719	4	4.22%
994	5	2.44%
840	6	2.06%
775	7	1.90%
668	8	1.64%
650	6	1.60%
600	10	1.47%
***		
\साह≥ -		
15,958		40.65%

# City of Cedar Falls, Iowa

Date of Incorporation	1854
Form of Government	Council/Mayor with
	City Administrator
Area	28.9 Square Miles
Population (from 2020 Census)	40,713

	Cultural a	and Recreation	
Hearst Center for the Arts	1	Swimming Pools	3
Parks	35	Softball Fields	9
Park Acreage	1,148	Baseball Fields	2
Golf Courses	2	Tennis Courts	6
Recreation Center	1	Library	1
		Pickleball Courts	8
Police Protection		Fire Protection	
Number of Patrol Units	12	Fire Units	9
Physical Arrests	792	Number of Calls	2,218
Traffic Violations	2,343	Inspectors	1
Parking Violations	10,939	Inspections Conducted	955
Vehicle Immobilizations	33	·	
	Sewa	ge System	

Miles of Sanitary Sewers	195.56
Miles of Storm Sewers	190.40
Number of Treatment Plants	1
Number of Service Connectors	13,393
Daily Average Treatment in gallons	4.5 million
Maximum Daily Capacity of Treatment Plant in Gallons	21.6 million

# Water System

Miles of Water Mains	212.80
Number of Service Connections	12,884
Number of City Owned Fire Hydrants	2,270
Daily Average Consumption in Gallons	3,141,000 gallons/day
Maximum Daily Capacity of Plant in Gallons	23,400,000 gallons/day
Maximum Daily Capacity of Plant in Gallons	23,400,000 gallons/day

	Street	System	
Miles of Streets Number of Street Lights			224 miles 3,458
Hospital		Cemeteries	
Hospital Patient Beds	1 101	City Cemeteries Cemetery Acreage	3 56.9
	Edu	cation	
Public School Enrollment Number of Elementary Pu Number of Elementary Pu Number of Secondary Pul Number of Secondary Pul Number of Universities/Co	iblic Schools iblic School Ins blic Schools blic School Ins		5,565 7 253 3 211 3
	Demog	graphics	
Population, estimate 5 or younger 6 – 18 years 19 – 64 years 65+ years			40,713 6.2% 19.0% 60.8% 14.0%
Males Females			46.5% 53.5%
Average Size of Househo	ld		2.43 people

### **GLOSSARY**

- Accrual Accounting A basis of accounting in which revenues and expenses are recorded at the time they are incurred, instead of when cash is actually received or disbursed (see funds). For example, in accrual accounting, revenue earned between June 1 and June 30, but for which payment was not received until July 12, is recorded as earned on June 30, rather than on July 12.
- **Appropriation** A legally authorized expenditure or group of expenditures, granted by a legislative body, for a specific purpose or purposes.
- ARPA American Rescue Plan Act. This plan through the Coronavirus State and Local Recover Funds program will provide grant funds to local governments to support their response to and recovery from COVID-19 public health emergency.
- **Assessed Valuation** A value established for real property for use as a basis for levying property taxes.
- **Asset** Resource held by a government that has a monetary value.
- **Balanced Budget** Occurs when planned expenditures equal anticipated revenues.
- **Bond Funds** Resources derived from issuance of bonds for specific purposes and related Federal project grants used to finance capital expenditures.
- Bond Rating A rating (made by an established bond rating company) from a schedule of grades indicating the probability of timely repayment of principal and interest on bonds issued. Cedar Falls has an Aaa rating from Moody's Investor Services.
- **Bonds** Bonds are issued to finance longterm debt, which is usually incurred for

- capital items and projects. A bond is a written promise to pay a sum of money at a specified date or dates in the future, called the maturity date(s), together with periodic interest at a special rate. The most common types of bonds are general obligation and revenue.
- General Obligation Bonds are backed by the full faith and credit of the City. General Obligation Bonds are repaid with funds received from property taxes through the debt service levy or with other available funds such as abating Enterprise Fund revenues. Voters, as defined by State law, must approve General Obligation Bonds for nonessential items, before they can be issued.
- Revenue Bonds are issued by Enterprise Fund projects. The principal and interest on these bonds are payable exclusively from the earnings/revenue of the Enterprise Fund.
- **Budget** A financial plan for a specific time period that estimates the expenditures and the means of financing those expenditures which are associated with all services and functions performed by the City.
- **Budget Calendar** The schedule of key dates or milestones, which the City follows in the preparation and adoption of the budget.
- Budget Document (Program and Financial Plan) The official written statement prepared by the City staff reflecting the decisions made by the Council in their budget deliberations.
- Capital Improvements Program (CIP) A legislative and management tool used to assist in the scheduling, planning and execution of a series of capital

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improvements over a five year period. The CIP is updated annually. forth the estimated expenditures by year and specifies the resources estimated to be available to finance the project expenditures.

- Capital Improvements Projects The specific projects that make up the Capital Improvements Program. The projects purchase, involve construction, renovation of city facilities or property. They are generally nonrecurring major improvements to the City's physical plant, which necessitate long-term financing and are permanent in nature.
- Capital Outlay Expenditures for fixed assets, such as equipment, remodeling, improvements, building minor the that are funded from vehicles, budget. Since long-term operating necessary financing is not expenditures of this type are of such recurring character, these items are not part of the Capital Improvements Program.
- Capital Projects Funds These funds account for the financial resources to be acquisition and/or for the used construction of major facilities (usually over \$25,000), other than those financed by proprietary funds. Each year the City appropriates money for the work to be completed that fiscal year; fund balances are designated for the completion of the a period of years. projects over Examples are fire stations, streets, water and sewer lines, etc. These funds use the modified accrual basis of accounting. Revenues are recognized in Capital Projects Funds when they become measurable and available to finance expenditures for the current period (such as when bonds are sold). Expenditures are recognized when the related liability is incurred.

- CFU (Cedar Falls Utilities) A municipally owned utility that provides electric, gas, water, and communication services.
- Commodities Items or supplies needed for routine maintenance and operations. They include cleaning, maintenance and office supplies, repair materials, minor equipment, and tools.
- Contingency Expenditure category used for budget purposes only. The amount is an allowance for either unexpected costs or unforeseeable price variances during the budget year.
- **Debt Service** The fund that accounts for the payment of interest and principal on all General Obligation debt, Special Assessments and revenue debt issued for a governmental enterprise.
- **Department** A major administrative division of the City, which indicates overall management responsibility for an or a group of related operation. operations within a functional area. A department usually has more than one division and may have more than one fund.
- **Direct Revenues** Revenues earned by a specific General Fund division in the course of performing their assigned duties.
- **Division** Departments are divided into divisions, which are functioning work groups with specific work responsibilities.
- Enterprise Fund Those funds established to finance and account for acquisition, maintenance of operation and governmental operations, which are predominantly self-supporting, by user charges. Such operations must be run in a manner similar to private business. Examples are the Sewer Utility and Refuse Funds.

- **Expenditures** Cost of goods delivered on services rendered whether paid or unpaid.
- Fiscal Year A 12-month time period in which financial transactions are recorded. In lowa, the fiscal year begins July 1 and ends the following June 30.
- **Fixed Assets** Assets of a long-term character, which are intended to be held or used, such as land, buildings, machinery, furniture and other equipment.
- Full-Time Equivalent Position (F.T.E.) A part-time position converted to the decimal equivalent of a full-time position based on 2,080 hours per year. For example a seasonal employee working for four months, or 690 hours, would be equivalent to .3 of a full-time position.
- Fund An accounting term referring to a group of accounts recording all financial resources together with corresponding liabilities, which has a distinct balance and is used to segregate specific activities and functions from those of other groups of accounts.
- Fund Balance The balance that remains in a fund on a given date after all expenditures have been made. This balance shows the fund equity.
- **GAAP** (Generally Accepted Accounting Principles) Accounting principles that are commonly used in preparing financial statements and generally accepted by the readers of those statements.
- GASB (Government Accounting Stands Board) They are the authoritative source of GAAP for state and local government.
- **General Fund** The fund used to account for all financial resources and liabilities that are not required to be accounted for in another fund.

- General Obligation Bonds Bonds backed by the full faith and credit of the issuing government. Repayment of these bonds is based on the government's ability to tax its residents for such purposes.
- **General Revenues** Are revenues deposited in the General Fund and shared he General Fund divisions.
- **Goal** A statement of broad direction, purpose or intent based on the needs of the community. A goal is general and timeless; that is, it is not concerned with a specific achievement in a given time period.
- Interfund Transfers A transfer from a fund receiving the revenue, to a fund through which the authorized expenditure is to be made. An example would be a transfer of revenue from the Street Construction Fund (Road Use Taxes) to the Debt Service Fund to pay street repair bonds.
- Internal Service Funds Those funds used to account for the financing of goods or services provided by one City department to others on a cost reimbursement basis.
- IPERS (lowa Public Retirement System)
   State of lowa pension system for all public entity employees.
- Levy The amount of taxes, assessments or service charges imposed by a government. The maximum General Fund property tax levy allowed in lowa is \$8.10 per \$1,000 of assessed valuation. Other levies may be imposed in addition to this.
- **Liabilities** Debts or other legal obligations arising out of transactions in the past, which must be liquidated, renewed, or refunded at some future date. This term does not include encumbrances.

- by a majority of the City's registered voters, which collects revenue according to a percentage of the value of goods and services delivered within the corporate limits. In Cedar Falls, the Local Option Sales Tax applies to those goods and services to which the State of lowa sales tax applies. 100% of the Local Option Sales Tax revenues must be committed to street repair activities.
- MFPRSI (Municipal Fire and Police Retirement System) State of Iowa pension system for fire and police personnel.
- Modified Accrual The basis of accounting for the City. Under this system, expenditures are recognized when encumbered, and revenues are recognized when they are collected.
- **Objective** A statement of specific direction, purpose or intent to be accomplished by staff within a program.
- Operating Budget The City's financial plan that outlines proposed expenditures for the coming fiscal year and estimates the revenues which will be used to finance them.
- Operating Expenses Those expenses from a fund that are directly related to accomplishing the fund's primary functions. Payroll would be one example of an operating expense.
- Other Post-Employment Benefits (OPEB)

   All types of post-employment benefits
  not offered as an integral part of a
  pension plan, as well as all forms of post-

employment health care

Performance Measures -Accomplishments of a particular activity in relation to desired standards, workload, effectiveness and efficiency. These measures must be meaningful to the

- tasks of the activity involved, and verifiable.
- **Personal Services** A General Fund expenditure category that includes all wages and benefits paid to employees.
- Post-Employment Benefits Payments made directly to former employees or their beneficiaries, or to third parties on their behalf as compensation for services rendered while they were still active employees.
- Program An organized set of related work activities, which are directed toward accomplishing a common goal. Each City department is usually responsible for a number of related service programs.
- **Property Taxes** Taxes paid by those owning property in the City.
- Public Safety Officer (PSO) Officers who are trained in both police and fire protection services.
- **Refunding** The issuance of long term debt in exchange for, or to provide funds for, the retirement of long-term debt already outstanding. Refunding is essentially the "refinancing" of long-term debt.
- Reserves An account used to earmark a fund balance or a portion of a fund balance for a specific use. A reserve may be established formally by ordinance or resolution or informally by administrative action.
- **Revenue -** Income derived from taxes, fees, grants and charges. In the broader sense, "revenue" refers to all government income, regardless of source, to fund services.
- Revenue Bonds Bonds that are repaid in both principal and interest from the earnings of an Enterprise Fund operation.

City of Cedar Fa Item 3.

- **Risk Management** The identification and control of risk and liabilities incurred by a local government to conserve resources from accidental loss.
- Services and Charges A category of expenditures used for the purchase of services provided by individuals, businesses or agencies that are not in the direct employ of the City.
- Special Assessment A tax levied against a property owner to offset all or part of the cost of public capital improvements, which are deemed to benefit that particular property. Special assessments are commonly used to finance improvement projects such as street construction, sidewalk construction, or installation of sewer lines. Special assessments are levied in addition to regular property taxes.
- Special Revenue Funds Special Revenue Funds are used to account for resources that are subject to certain legal spending restrictions. They are created when a resolution, statue or ordinance requires that specific taxes or special revenue sources are to be used to finance a particular activity.
- SSMID (Self Supporting Municipal Improvement District) A self imposed tax voted on by an established district.
- **State Backfill** Funding from the state that will help offset the loss in property tax revenue due to legislative reform.
- **Subsidy** Financial aid given to a governmental unit by another governmental unit.
- Tax Rate The amount of tax stated in terms of a unit of the tax base, for example, dollars per \$1,000 of assessed valuation.
- TIF (Tax Increment Financing)
  Reallocates property tax revenues resulting from an increase in taxable

- valuation above a base valuation figure within a tax increment area established by the city.
- Tort Liability A tort is a wrong against an individual or property that is neither a crime nor a violation of a contract. A court could find the City liable or responsible when a tort occurs on City property, as a result of the actions of a City employee, or the function of a City operated activity. The City levies a special tax to purchase tort liability and to cover the cost of tort damages for which the City is found responsible.
- **Transfers** Financial transactions that occur between City funds.
- Trust and Agency Funds used to account for monies held by the City in a trustee, custodial or agent capacity for the City's pension and retirement funds and for other entities such as other governmental units.
- UNI (University of Northern Iowa) A state sponsored university of approximately 10,500 students located in Cedar Falls.
- **User Charges** The payment of a fee for direct receipt of a public service by the party benefiting from the service.
- Valuation The official value established for various properties, within set State guidelines, for taxation purposes. The assessed valuation of property is that portion of the property's value upon which taxes are levied.

411 - See MFPRSI



### **ADMINISTRATION**

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

www.cedarfalls.com

**MEMORANDUM** 

TO: Honorable Mayor Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator

**DATE:** February 25, 2022

**SUBJECT:** McWing, L.L.C. Economic Development Project

## **INTRODUCTION AND DESCRIPION OF PROJECT**

For the past several months, staff has been working with officials with McWing, L.L.C. toward the construction of four (4) new 10,000 square foot warehouse/office facilities (40,000 sf. total), on 3.0 acres of land along Capital Way, west of Production Drive. The proposed project will occur on Lot 6 of West Viking Road Industrial Park Phase I (3.0 acres total of which approximately 2.5 acres is buildable after setback and open space requirement). The proposed project will have a minimum building valuation of \$2,800,000 once all four buildings are complete, with a total project valuation including land of \$2,996,000.

Two of the four buildings will be constructed this year (2022), with the remaining two buildings to be constructed next year (2023). The site and buildings will be developed and constructed by McWing, L.L.C., and each business suite/condo unit is planned on being individually sold to a potential buyer.

# **COMPANY PROFILE**

McWing, LLC is a building company that was founded in 2018 in Cedar Falls. Both of the owners of McWing, LLC are Cedar Falls residents. The company builds and sells products commonly referred to as storage condos, contractor bays or business suites. They consist of roughly 1,000 square feet per bay and offer amenities sufficient enough to run your small business. The company has sold out of units in their current location in Hudson and are looking to offer their product in Cedar Falls.

### **ECONOMIC DEVELOPMENT INCENTIVES**

### Land Incentive

For the proposed McWing, L.L.C. project, the company would receive at no cost, Lot 6 of West Viking Road Industrial Park Phase I (3.0 acres total of which approximately 2.50 acres is buildable after setback and open space requirement) in the West Viking Road Industrial Park. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. Therefore, staff feels that the proposed 40,000 total square foot facility with a \$2,800,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

#### **Property Tax Rebate**

Typically for a project such as this, the City would consider a 5-year industrial partial property tax exemption, as the assessed valuation of the project will exceed \$1,200,000. However, this project is unique in that the developer does not plan to own the units/property once the project is completed, as the units will be individually sold and a horizontal property regime will be established over the property. With a partial property tax exemption, the tax exemption is attached to each individual property owner, so once the units are sold, the exemption does not get passed on to the developer, but to the buyer of each unit.

In order to assist with the development and holding costs of the project, the developer has requested that the City consider a tax rebate instead of a tax exemption. In this scenario, the tax rebate would be directed to the developer once the taxes are paid on the property, instead of each individual suite/unit owner. A tax rebate is not a unique incentive for the City to offer, as it is offered for professional/corporate office projects located in the industrial/technology park that do not qualify for the industrial partial property tax abatement, as well as for development/redevelopment projects within the downtown and college hill areas.

For projects that exceed a building valuation of \$1,200,000, the City would typically offer a 5-year partial property tax exemption, where the first year exemption would be 75% of the taxes, a 60% exemption in year 2, a 45% exemption in year 3, a 30% exemption in year 4, and a 15% exemption in year 5. Over the 5 year period, the exemption averages out to be 45% per year. In exchange for a tax rebate instead of the tax exemption, the developer has requested a tax rebate of 30% each year for 5 years, which is 15% less than what would be exempted through the partial property tax exemption. For the calculation of the taxes and exemption/rebate, we are using an assessed building value of \$2,800,000 (\$2,520,000 taxable). The breakdown in differences between the tax exemption and tax rebate options is found below.

### **Tax Exemption Scenario**

Year	% Exemption	\$ Abated	\$ Taxes Paid	\$ Total Taxes
1	75%	\$62,381	\$20,794	\$83,175
2	60%	\$49,905	\$33,270	\$83,175
3	45%	\$37,429	\$45,746	\$83,175
4	30%	\$24,952	\$58,222	\$83,175
5	15%	\$12,476	\$70,698	\$83,175
		\$187,143	\$228,730	\$415,875

## **Tax Rebate Scenario**

Year	% Rebate	\$ Rebated	\$ Taxes Paid	\$ Total Taxes
1	30%	\$21,234	\$49,546	\$70,780
2	30%	\$21,234	\$49,546	\$70,780
3	30%	\$21,234	\$49,546	\$70,780
4	30%	\$21,234	\$49,546	\$70,780
5	30%	\$21,234	\$49,546	\$70,780
		\$106,170	\$247,730	\$353,900

# Conclusion

As this memorandum indicates, McWing, L.L.C. is proposing to construct four (4) new 10,000 square foot warehouse/office facilities (40,000 sf. total), on 3.0 acres of land along Capital Way, west of Production Drive. The proposed new construction building project will have a minimum building valuation of \$2,800,000 and a total Minimum Assessed Valuation of \$2,996,000 including land. Construction would commence this spring with completion of all four buildings anticipated in approximately 24 months.

Given the uniqueness of this project (multiple owners, condo regime), and the fact that the tax rebate incentive requested would save approximately \$80,000 compared to the tax exemption, staff feels that the request is beneficial to both parties.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and McWing, L.L.C. has been reviewed by both parties, and is attached for your review and approval.

### **RECOMMENDATION**

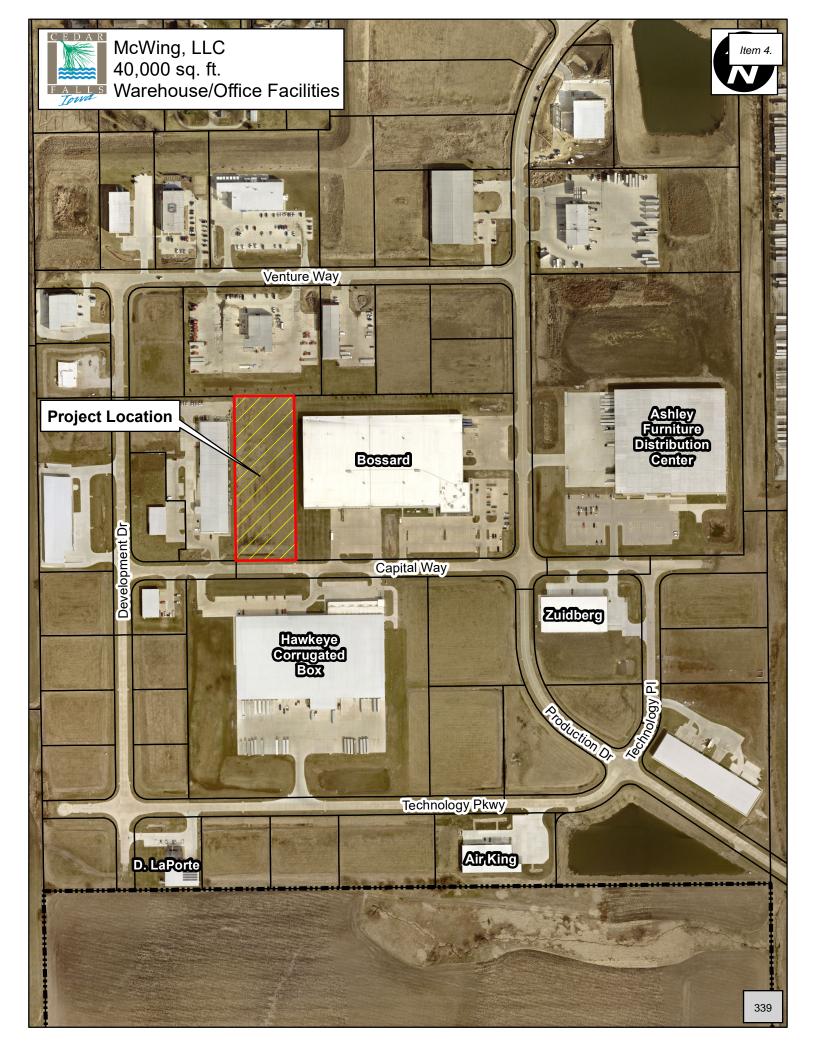
Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City

of Cedar Falls, Iowa, and McWing, L.L.C., and approving and authorizing execution of a Deed Without Warranty conveying title to certain real estate to McWing, L.L.C.

If you have any questions regarding the proposed McWing, L.L.C. economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



Prepared by:	: Shane Graham	, Economic Develo	pment Coordinator,	. 220 Clay S	Street, Cedar Falls	, Iowa (319)	) 268-5160
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RESOLUTION NO.
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RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND MCWING, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A DEED WITHOUT WARRANTY CONVEYING TITLE TO CERTAIN REAL ESTATE TO MCWING, L.L.C..

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from McWing, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of four Industrial Use Warehouse Facilities, each containing a minimum of 10,000 square feet of finished space and altogether totaling at least 40,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lot 6, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.00 acres more or less); and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$3,696,000.00 for a period through December 31, 2035; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the lowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar lowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of

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development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the lowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Deed Without Warranty conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this	day of	_, 2022.
	Robert M. Green, Mayor	
ATTEST:		
Jacqueline Danielsen, MMC, City Clerk		

# CERTIFICATE

STATE OF IOWA	)
COUNTY OF BLACK HAWK:	) SS: )
I, Jacqueline Danielsen, M	MC, City Clerk of the City of Cedar Falls, Iowa, hereby
certify that the above and foregoi	ng is a true and correct typewritten copy of Resolution
No duly and legally adopte	ed by the City Council of said City on the day of
, 2022.	
IN WITNESS WHEREOF	, I have hereunto signed my name and affixed the
official seal of the City of Cedar F	Falls, Iowa this day of,
2022.	
	Jacqueline Danielsen, MMC City Clerk of Cedar Falls, Iowa

# AGREEMENT FOR PRIVATE DEVELOPMENT

# BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

**AND** 

MCWING, LLC

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#### AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and McWing, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5020 Ironwood Dr, Cedar Falls, IA 50613.

#### WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

#### ARTICLE I. DEFINITIONS

Section 1.1. <u>Definitions</u>. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

<u>Assessor's Minimum Actual Value</u> means the minimum actual value, before rollback, of the Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

<u>Certificate of Completion</u> means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

<u>City</u> or <u>Cedar Falls</u> means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2021, as amended.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

<u>Deed</u> means the form of a Deed without Warranty substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

Developer means McWing, LLC.

<u>Development Property</u> means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

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Event of Default means any of the events described in Section 11.1 of this Agreement.

<u>Industrial Use Warehouse Facility</u> means one of four 10,000 square foot warehouse facilities which in the aggregate comprise the Minimum Improvements.

McWing, LLC TIF Account means a separate account within the Urban Renewal Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

Minimum Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

<u>Minimum Improvements</u> shall mean the construction of four Industrial Use Warehouse Facilities, each containing a minimum of 10,000 square feet of finished space and altogether totaling at least 40,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

<u>Mortgage</u> means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

<u>Net Proceeds</u> means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

<u>Project</u> shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

<u>Tax Increments</u> means the property tax increment revenues on the Minimum Improvements (building only) divided and made available to the City for deposit in the

McWing, LLC TIF Account of the Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

<u>Termination Date</u> means the date of expiration of the Assessment Agreement, as provided in Section 12.9 of this Agreement.

<u>Unavoidable Delays</u> means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

<u>Urban Renewal Area</u> means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

<u>Urban Renewal Plan</u> means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

<u>Urban Renewal Tax Increment Revenue Fund</u> means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

#### ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. <u>Representations and Warranties of the City</u>. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned "M-1-P, Planned Industrial District". The "M-1-P, Planned Industrial District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. <u>Representations and Warranties of the Developer</u>. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.
- (b) The Developer desires to construct four Industrial Use Warehouse Facilities ("Minimum Improvements") on the 3.00 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all

- local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (h) The construction of the Minimum Improvements will require a total investment of not less than Two Million Eight Hundred Thousand Dollars and no/100 Dollars (\$2,800,000.00), and a valuation of Two Million Nine Hundred Ninety-Six Thousand and no/100 Dollars (\$2,996,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1<sup>st</sup> day of June, 2024.

- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

### ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. <u>Construction of Minimum Improvements</u>. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Two Million Eight Hundred Thousand Dollars and no/100 Dollars (\$2,800,000.00).

Section 3.2 <u>Building Permit Valuation Amount</u>. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Two Million Eight Hundred Thousand and no/100 Dollars (\$2,800,000.00) in total, by no later than the 1<sup>st</sup> day of June, 2023. The Developer and the City acknowledge and agree that there may be more than one building permit applied for that together will constitute the minimum value stated herein, depending upon the phasing of construction of the Minimum Improvements.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has

occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of June, 2022, and completed (i) by no later than the 1<sup>st</sup> day of June, 2024, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer The Developer agrees that it shall permit designated and approved by the City. representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. <u>Certificate of Completion</u>. Upon written request of the Developer after issuance of an occupancy permit for all of the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

#### Section 4.1. Restrictions on Use.

- (a) The Developer shall use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan and this Agreement until the Termination Date.
- (b) The Developer shall not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided.

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Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

#### ARTICLE V. INSURANCE AND CONDEMNATION

## Section 5.1. <u>Insurance Requirements</u>.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
  - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.

- (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
  - (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of coinsurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
  - (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
  - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit

annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer shall notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. <u>Condemnation</u>. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. <u>Reconstruction or Payment</u>. Upon receipt of any condemnation award, the Developer shall use the entire condemnation award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

# ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to an Assessor's Minimum Actual Value of not less than Two Million Nine Hundred Ninety Six Thousand and no/100 Dollars (\$2,996,000.00) as of the completion of the Minimum Improvements, but no later than Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Minimum Improvements and Development Property, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2035 (the "Termination" Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 6.2. <u>Maintenance of Properties</u>. The Developer shall maintain, preserve and keep the Minimum Improvements (and any part thereof) in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 <u>Maintenance of Records</u>. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. <u>Compliance with Laws</u>. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. <u>Real Property Taxes</u>. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403, 404, 427B, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. <u>Sales Tax</u>. The Developer and its successors shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. <u>Utility Usage</u>. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-

optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. <u>Annual Certification</u>. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; (b) certification that employees are employed at the Minimum Improvements consistent with Section 6.9; and (c) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2024, and ending on October 15, 2034, both dates inclusive.

Section 6.9. <u>Employment</u>. At all time prior to the Termination Date, Developer shall use reasonable commercial efforts to sell the Minimum Improvements to one or more industrial enterprise which shall employ employees in the Minimum Improvements. An Event of Default shall occur if no employees are employed in the Minimum Improvements for twelve (12) consecutive months prior to the filing of an Annual Certification pursuant to Section 6.8.

Section 6.10. <u>Opinion of Counsel</u>. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Section 6.11. <u>Provisions To Be Included In Declaration of Horizontal Property</u> <u>Regime Related to the Development Property or Minimum Improvements</u>. The Developer agrees to include provisions in its declaration of horizontal property regime related to any portion of the Development Property or Minimum Improvements which provide that the purchaser of any portion of the Development Property or Minimum Improvements shall:

(a) acknowledge that the Development Property and Minimum Improvements are

subject to the terms and conditions of this Agreement and the Minimum Assessment Agreement and such agreements are binding upon Developer's successors and assigns, specifically including all purchasers of any portion of the Development Property and Minimum Improvements;

- (b) comply with Sections 5.1(b), 5.2, 6.2, 6.3, 6.4, 6.5, 6.6, and 6.7, and Article VII with respect to that portion of the Development Property or Minimum Improvements acquired by the purchaser;
- (c) not apply for and shall not be eligible for any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403, 404, 427B, or any other local, State or federal law, of the taxation of real property contained on the Development Property; and
- (d) acknowledge that the purchaser shall have no rights under this Agreement, including, but not limited to, any right to receive the Economic Development Grants to be paid under this Agreement.

Should Developer breach this provision, or should any subsequent purchaser fail to comply with the terms set forth above, then the City shall be entitled to seek all remedies provided in Section 11.2 of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property (or any part thereof) to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 12.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 11.2:

(i) If Developer received all or a portion of the Development Property from the City

for less than the full fair market value of the Development Property ("Full Value"), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

## ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. <u>Representation as to Development</u>. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible;
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer; and
- (d) that upon completion of the Minimum Improvements, the Developer shall submit the Development Property, or portions thereof if developed in phases, to the Iowa Horizontal Property Regime Act in order to create and sell individual business units ("Commercial Condos").

# Section 7.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement.</u>

(a) For the foregoing reasons and as security for the obligations of Developer under this Agreement, Developer represents and agrees that, except as expressly stated in Section 7.4, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development

Property, Minimum Improvements, or this Agreement to any other party prior to the Termination Date unless: (i) the transferee partnership, corporation, company, or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. The foregoing restrictions notwithstanding, Developer shall have the right at its sole discretion, and without prior consent of the City, to make a collateral assignment of its rights to receive Economic Development Grants hereunder to a creditor and thereby secure a credit facility undertaken in connection with the financing of the construction of the Minimum Improvements.

- (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
  - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
  - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect

to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

(3) There shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. <u>Approvals</u>. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay <u>ad valorem</u> real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property or Minimum Improvements (a) to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer or (b) after the completion of the Minimum Improvements as part of the sale of a Commercial Condo to an industrial user (the "Permitted Transferee"), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing to be subject to all of the conditions and restrictions in the Agreement to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property or Minimum Improvements, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement

in writing by the Permitted Transferee that agrees to be subject to all of the conditions and restrictions to which the Developer is subject under this Agreement, the transfer of the Development Property or Minimum Improvements, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

Section 7.5. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Notwithstanding anything to the contrary herein, during the term of this Agreement, Developer, or its successors or assigns, agree that the Development Property and Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property) and any subsequent successor laws related thereto).

# ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 <u>Conveyance of Development Property.</u> Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

Section 8.2 <u>Form of Deed.</u> The City shall convey clear title to the Development Property to the Developer by Deed. Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date.

Section 8.5. <u>Survey and Platting.</u> Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 <u>Time and Place for Closing and Delivery of Deed.</u> The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1<sup>st</sup> day of June, 2022, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 <u>Recordation of Deed.</u> The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 <u>Abstract of Title.</u> The City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. This abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 <u>Conditions Precedent to Conveyance of Property.</u> The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's

financial ability as in the reasonable judgment of the City is required for the Project;

- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than September 1, 2022, and commencement of construction does not appear imminent, in the reasonable discretion of the City, by no later than September 1, 2022, then Developer shall have committed an Event of Default within the meaning of Article XI and Section 11.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 11.2(e) of this Agreement by no later than December 1, 2022.

Section 8.11. No Partial Property Tax Exemption. In consideration of the covenants of the City as contained in this Agreement, Developer agrees that it shall not seek from the County or from the City, any partial or other exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and/or by Chapter 427B, Code of Iowa, with respect to any portion of the Development Property, or the Minimum Improvements located on the Development Property.

## ARTICLE IX. ECONOMIC DEVELOPMENT GRANT – PROPERTY TAX REBATES

## Section 9.1. <u>Economic Development Grant – Property Tax Rebates</u>.

(a) For and in consideration of the obligations being assumed by the Developer in this Agreement, the City agrees, subject to the Developer being and remaining in compliance with the terms of this Agreement and to the terms of this Article IX, to assume an obligation to make five (5) annual grant payments to the Developer up to the aggregate maximum set forth in Section 9.1(c). The grants shall commence on or about May 31, 2027, and shall end on or about May 31, 2031. Each grant shall be equal in amount to the applicable percentages shown in the schedule below of the Tax Increments collected by the City under Iowa Code Section 403.19, with respect to the Minimum Improvements only, and not with respect to the land comprising the Development Property, under the terms of the Ordinance (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) for the two (2) semi-annual installments of general property taxes falling due in the fiscal year within which such annual grant payment is to be made to the

Developer; but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively in this Section 9.1 as the "Economic Development Grants"), according to the following schedule:

Date of Payment of Grant	Amount of Payment as a Percentage of Tax Increments
	Collected on the Taxable Value of the Minimum
	Improvements Only
1. May 31, 2027	30%
2. May 31, 2028	30%
3. May 31, 2029	30%
4. May 31, 2030	30%
5. May 31, 2031	30%

- (b) Conditioned on compliance with the terms of this Agreement at the time of payment, the City shall make each grant payment upon receipt from Developer of a copy of the general property tax statement for the Development Property for the applicable fiscal year, and a copy of the cancelled checks or other proof of payment of taxes on the entirety of the Development Property deemed sufficient by the City showing timely payment of the two (2) semi-annual installments of general property taxes for such fiscal year, and upon which the annual Economic Development Grant is based.
- (c) The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Section 9.1 in no event shall exceed One Hundred Seven Thousand Dollars (\$107,000) over the five-year period. The Developer acknowledges that each Economic Development Grant payment to be paid to Developer according to this Article IX is wholly contingent upon and shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Minimum Improvements (building value only). The City makes no assurance that the Developer will receive Economic Development Grants which reach the aggregate maximum of \$107,000. Economic Development Grants shall, at all times, be subject to suspension and termination, in accordance with the terms of this Article IX and Article X. Thereafter, the taxes levied on the Development Property, including both the Minimum Improvements and the land, shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.
- (d) In the event the Developer or any successor in interest fails to pay, in full and before they become delinquent, any semi-annual installment of the general property taxes on the Development Property (or any portion thereof) for any fiscal year, or in the event the Developer fails to submit proof of timely payment of any such property taxes by April 1 following the due date of the second semi-annual installment of general property taxes for that fiscal year, the Developer shall forfeit the right to any grant payment from the City for such fiscal year and such failure shall be an Event of Default.

# Section 9.2. Additional Conditions to Payment of Economic Development Grants.

- (a) The obligation of the City to make an Economic Development Grant to the Developer under Section 9.1 of this Article in any year shall further be subject to and conditioned upon the timely filing by the Developer of the annual statement, proof and certification required under Section 6.8 hereof and the City Council's approval thereof. If the Developer's annual statement, proof and certification is timely filed and contains the information required under Section 6.8 and the City Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer by May 31 of said following fiscal year, as shown in the schedule set forth in subsection (a) of Section 9.1, with respect to the payments described in Section 9.1.
- (b) In the event that the annual statement, proof or certificate required to be delivered by the Developer under Section 6.8 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer under Section 9.1 of this Article in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing. In the event Developer fails to timely file an annual statement, proof or certificate due to an Unavoidable Delay and, as a result, an Economic Development Grant cannot be made, the Developer may give written notice to the City and, if the City finds that Developer's failure is due to an Unavoidable Delay, the missed Economic Development Grant shall be made in the year succeeding the last scheduled Economic Development Grant under Section 9.1, subject to Developer's filing under Section 6.8 and all other provisions of this Article IX with respect to such grant.
- (c) In the event that any certificate filed by the Developer under Section 6.8 discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 11.2 (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 11.2), the City shall have no obligation thereafter to make any further payments to the Developer in respect of the Economic Development Grants described in this Article IX, and may proceed to take one or more of the actions described in Section 11.2 hereof.

## Section 9.3. Source of Grant Funds Limited.

- (a) The Economic Development Grants described in Section 9.1 of this Agreement shall be payable from and secured solely and only by amounts deposited and held in the McWing, LLC, TIF Account of the City. The City hereby covenants and agrees, subject to this subsection, to maintain the Ordinance with respect to the Minimum Improvements in force during the term hereof and to apply the appropriate incremental taxes collected in respect of the Minimum Improvements and allocated to the McWing, LLC, TIF Account to pay the Economic Development Grants, as and to the extent set forth in Article IX hereof. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.
- (b) Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provisions shall be suspended, and this Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.
- (c) Notwithstanding the provisions of Article IX hereof, the City shall have no obligation to make an Economic Development Grant to the Developer, if at any time during the term hereof the City Council fails to appropriate funds; the City's ability to collect Tax Increment from the Development Property terminates under Iowa Code

Chapter 403, as may be amended; or the City receives an opinion or decision from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Article IX, is not authorized or otherwise is not an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code or Iowa Constitution, as then constituted. Upon occurrence of such a circumstance, the City shall promptly forward notice of the same to the Developer. If the non-appropriation or circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Article IX, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

(d) The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants under this Article IX, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the McWing, LLC, TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 9.4. <u>Use of Other Tax Increments</u>. Subject to this Article IX, the City shall be free to use any and all tax increments collected in respect of the Minimum Improvements, Development Property or any other properties within the Urban Renewal Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants under Article IX hereof, for any purpose for which the tax increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

## ARTICLE X. INDEMNIFICATION

# Section 10.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article X, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or

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forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.

- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article X shall survive the termination of this Agreement.

## ARTICLE XI. REMEDIES

Section 11.1. <u>Events of Default Defined</u>. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article V of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Article VIII of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer or its successors until the Termination Date, to pay ad valorem taxes on the Development Property;

- (f) Failure by the Developer or its successors until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 11.2. Remedies on Default. Whenever any Event of Default referred to in Section 11.1 of this Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) If Developer is in default, the City may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement;
- (d) If Developer is in default, the City will have no obligation to make payment of Economic Development Grants to Developer subsequent to the Event of Default and shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article IX hereof, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer; and/or
- (e) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the

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date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (e) within the thirty (30) day period described in Section 11.2 of this Article, then the City may proceed as provided in Section 11.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 11.5.

Section 11.3. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 11.4. <u>No Implied Waiver</u>. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 11.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

### ARTICLE XII. MISCELLANEOUS

Section 12.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 12.2. <u>Non-Discrimination</u>. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 12.3. <u>Notices</u>. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "<u>Notice</u>") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. Brian Wingert

Member

McWing, LLC

5020 Ironwood Drive Cedar Falls, IA 50613

With a copy to: Eric Johnson

Beecher, Field, Walker, Morris, Hoffman & Johnson, P.C.

620 Lafayette Street, Suite 300

Waterloo, IA 50703

CITY City of Cedar Falls, Iowa

City Administrator 220 Clay Street

Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to

receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

- Section 12.4. <u>Titles of Articles and Sections</u>. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- Section 12.5. <u>Provisions Not Merged With Deed.</u> None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- Section 12.6. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- Section 12.7. <u>Entire Agreement</u>. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- Section 12.8. <u>Successors and Assigns</u>. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- Section 12.9. <u>Termination Date of Minimum Assessment Agreement</u>. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.
- Section 12.10. <u>Memorandum of Agreement</u>. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.
- Section 12.11. <u>Immediate Undertaking</u>. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

- Section 12.12. <u>No Partnership or Joint Venture</u>. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.
- Section 12.13. <u>Captions</u>. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.
- Section 12.14. <u>Number and Gender of Words</u>. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.
- Section 12.15. <u>Invalid Provisions</u>. If any provision of this Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement.
- Section 12.16. <u>Multiple Counterparts</u>. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.
- Section 12.17. <u>Authorization</u>. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.
- Section 12.18. <u>Time of the Essence</u>. Time is of the essence with respect to all matters described in this Agreement and related documents.
- Section 12.19. <u>Survival</u>. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SE	AL) CITY OF CEDAR FALLS, IOWA
	By:
АТТ	ΓEST:
By:	Jacqueline Danielsen, MMC, City Clerk
	Wing, LLC, owa limited liability company
By:	Brian Wingert, Member
By:	Steve McDonald, Member
DEV	VELOPER
STA	ATE OF IOWA, COUNTY OF BLACK HAWK ss.
	This record was acknowledged before me on the day of
	Notary Public in and for Black Hawk County, Iowa
STA	ATE OF IOWA, COUNTY OF BLACK HAWK, ss.
-	This record was acknowledged before me on the day of, 2022 Brian Wingert and Steve McDonald, Members, McWing, LLC, an Iowa limite ility company.
	Notary Public in and for the State of Iowa

# EXHIBIT A

# **DEVELOPMENT PROPERTY**

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 6, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.00 acres more or less).

### **EXHIBIT B**

# **MINIMUM IMPROVEMENTS**

The Minimum Improvements shall consist of the construction of four Industrial Use Warehouse Facilities, each containing a minimum of 10,000 square feet of finished space and altogether totaling at least 40,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

# Schedule of Performance

Activity to be Completed	Completion Date
Issuance of First Building Permit	June 1, 2022
Substantial Completion	June 1, 2024
Issuance of Occupancy Permit	June 1, 2024

## **EXHIBIT C**

# CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and McWing, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5020 Ironwood Drive, Cedar Falls, IA 50613; did on or about the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 6, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.00 acres more or less)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)	THE CITY OF CEDAR FALLS, IOWA
	By: Robert M. Green, Mayor
ATTEST:	•
By:	
Jacqueline Danielsen,	MMC, City Clerk
STATE OF IOWA COUNTY OF BLACK H	) SS:
	nowledged before me on the day of, n as Mayor, and Jacqueline Danielsen as City Clerk, of the City
	Notary Public in and for Black Hawk County, Iowa

#### **EXHIBIT D**

### MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of this	_ day of
, 2022, by and among the CITY OF CEDAR FALLS, IOWA, (the "Ci	ty"), and
McWing, LLC, an Iowa limited liability company, (the "Developer"), and the C	OUNTY
ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").	

## WITNESSETH:

Lot 6 West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.00 acres more or less)

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2021, as amended, the City and the Developer desire to establish a minimum actual value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2025, the minimum actual value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Two Million Nine Hundred Ninety Six Thousand and no/100 Dollars (\$2,996,000.00), before rollback (hereafter referred to as the "Assessor's Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before January 1, 2025.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess

of the Assessor's Minimum Actual Value established herein, or any actual value assignment made by the Assessor to the Minimum Improvements or to the 3.00 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual value assigned below the Assessor's Minimum Actual Value established herein during the term of this Agreement.

- 2. The Assessor's Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2035.
- 3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.
- 4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.
- 5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

	THE CITY OF CEDAR FALLS, IOWA
	By:Robert M. Green, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	
DEVELOPER:	
McWing, LLC An Iowa limited liability company	
By:	
Brian Wingert, Member	
By:	
Steve McDonald Member	

STATE OF IOWA	
COUNTY OF BLACK HAWK	) ss: )
	dged before me on the day of, layor, and Jacqueline Danielsen as City Clerk, of the City
	Notary Public in and for Black Hawk County, Iowa
STATE OF IOWA	)
COUNTY OF BLACK HAWK	) ss: )
	owledged before me on the day of, eve McDonald, Members, McWing, LLC, an Iowa limited
	Notary Public in and for the State of Iowa

## CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 3.00 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$2,996,000.00, before rollback, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

	County Assessor for Black Hawk County, Iowa
	Date
STATE OF IOWA )	
COUNTY OF BLACK HAWK )	
Subscribed and sworn to before a Hawk County, Iowa.	me by T.J. Koenigsfeld, County Assessor for Black
	Notary Public in and for the State of Iowa
	Date

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$2,996,000.00.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

#### **EXHIBIT E**

## FORM OF LEGAL OPINION

City of Cedar Falls Attn: City Clerk City Hall 220 Clay Street Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and McWing, LLC, an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for McWing, LLC (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_\_\_, 2022, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered

by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- 2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.
- 3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

BEECHER, FIELD, WALKER, MORRIS, HOFFMAN & JOHNSON, P.C.

By:_	
	Eric Johnson, Attorney at Law
	620 Lafayette Street, Suite 300
	Waterloo, IA 50703

#### EXHIBIT F

# MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and McWing, LLC, (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 5020 Ironwood Drive, Cedar Falls, IA 50613, did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 6, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.00 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2022, and terminates on the 31st day of December, 2035, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

## NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.
- 2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa. IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2022. CITY OF CEDAR FALLS, IOWA (SEAL) By: Robert M. Green, Mayor ATTEST: Jacqueline Danielsen, MMC, City Clerk McWing, LLC an Iowa limited liability company. By: \_\_\_\_\_ Brian Wingert, Member By: \_\_\_\_\_\_Steve McDonald, Member

STATE OF IOWA	)
COUNTY OF BLACK HAWK	) ss: )
	dged before me on the day of, ayor, and Jacqueline Danielsen as City Clerk, of the City
	Notary Public in and for Black Hawk County, Iowa
STATE OF IOWA	) ) ss:
COUNTY OF BLACK HAWK	)
	lged before me on the day of, 2022, McDonald, Members, McWing, LLC, an Iowa limited
	Notary Public in and for the State of Iowa

#### DEED WITHOUT WARRANTY

For the consideration of One Dollar (\$1.00) and other valuable consideration, the City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa ("Grantor"), does hereby convey to McWing, L.L.C., an Iowa limited liability company ("Grantee"), the following described real estate in Black Hawk County, Iowa:

### This transfer is exempt according to Iowa Code § 428A.2(6).

Lot 6, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances and limited access provisions of record, if any, and to existing easements of record.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:	·
GRANTOR:	
By:	By:
Robert M. Green, Mayor	Jacqueline Danielsen, City Clerk
STATE OF IOWA, COUNTY OF BL	ACK HAWK:
_	before me on the day of, 2022, Jacqueline Danielsen, as City Clerk, of the City of Cedar
	NOTARY PUBLIC IN AND FOR IOWA
	My commission expires:



## **ADMINISTRATION**

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

www.cedarfalls.com

**MEMORANDUM** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Shane Graham, Economic Development Coordinator

DATE: February 25, 2022

**SUBJECT:** KL Iowa 01, L.L.C. Economic Development Project

## INTRODUCTION

For the past several months, staff has been working with officials with KL lowa 01, L.L.C. toward the construction of a new 51,000 square foot building for their manufacturing facility. The company is currently located in the industrial park at 6206 Nordic Drive in a smaller building that they are currently leasing. The company has now outgrown their current location, and would like to construct and own a larger building for the current and future growth of the business. The proposed project will occur on Lots 9, 10 and 11 of West Viking Road Industrial Park Phase I (4.35 acres total of which approximately 3.9 acres is buildable after setback and open space requirement). This new facility will have a minimum building valuation and permit valuation of \$3,200,000 and a total project minimum assessed valuation of \$3,485,000 (including land).

## **DESCRIPTION OF PROJECT**

As noted in the Introduction, the proposed building will be constructed and owned by KL lowa 01, L.L.C., and will consist of an approximate 51,000 square foot building to be located at the corner of Production Drive and Venture Way in the West Viking Road Industrial Park. The proposed project will have a minimum building valuation of \$3,200,000, and a total project valuation including land of \$3,450,000. KL lowa 01, L.L.C. will commence construction this spring with completion anticipated within approximately 9-12 months.

#### COMPANY PROFILE

KCnG, "Kubica Corp Next Gen", was founded in 2018 to advance manufacturing through automation in the local foundry supply chain. KCnG has developed technologies and processes to improve certain manufacturing processes of castings. KCnG is currently manufacturing in Cedar Falls, and plans to develop about 500,000 sf of manufacturing space for local operations along with a separate 50,000 sf site for research and development.

# **ECONOMIC DEVELOPMENT INCENTIVES**

#### Land Incentive

For the proposed KL lowa 01, L.L.C. project, the company would receive at no cost, Lots 9, 10 and 11 of West Viking Road Industrial Park Phase I (4.35 acres total of which approximately 3.90 acres is buildable after setback and open space requirement) in the West Viking Road Industrial Park. This land incentive is consistent with our general industrial economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space being constructed having a minimum \$40 per square foot valuation. Therefore, staff feels that the proposed 51,000 square foot facility with a \$3,200,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

## **Industrial Partial Property Tax Exemption**

Consistent with our ongoing local economic development incentive guidelines, the City of Cedar Falls typically will consider a Five-Year Partial Property Tax Exemption on projects having a minimum assessed valuation of \$1,200,000+. Section 8.11 of the Agreement for Private Development references sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances and Chapter 427B of the Iowa Code with respect to the provisions of the applicable partial property tax exemption. For the proposed Wayne Estates, L.L.C project, the following exemption schedule is estimated using the existing industrial tax rate/valuation and projecting annual building property taxes of \$95,057:

Year	% Exemption	\$ Abated	\$ Amount Paid	\$ Total Taxes
1	75%	\$71,292	\$23,764	\$95,057
2	60%	\$57,034	\$38,023	\$95,057
3	45%	\$42,775	\$52,281	\$95,057
4	30%	\$28,517	\$66,540	\$95,057
5	15%	\$14,258	\$80,798	\$95,057
		\$213,877	\$261,406	\$475,283

It should be noted that following City Council consideration of the Agreement for Private Development, an actual Ordinance will be drafted and adopted implementing the proposed exemption schedule noted above. The Ordinance granting the applicable partial property tax exemption will be presented to City Council once construction of the new KL Iowa 01, L.L.C. facility has commenced.

# **Conclusion**

As this memorandum indicates, KL Iowa 01, L.L.C. is proposing to construct a new 51,000 square foot manufacturing/R&D facility on Lots 9, 10 and 11 of West Viking Road Industrial Park Phase I (4.35 acres total of which approximately 3.90 acres is buildable after setback and open space requirement). The proposed new construction building project will have a minimum building permit valuation of \$3,200,000 and a total

Minimum Assessed Valuation of \$3,485,000 including land. Construction would commence this spring with completion anticipated in approximately 9-12 months.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and KL Iowa 01, L.L.C. has been reviewed by both parties, and is attached for your review and approval.

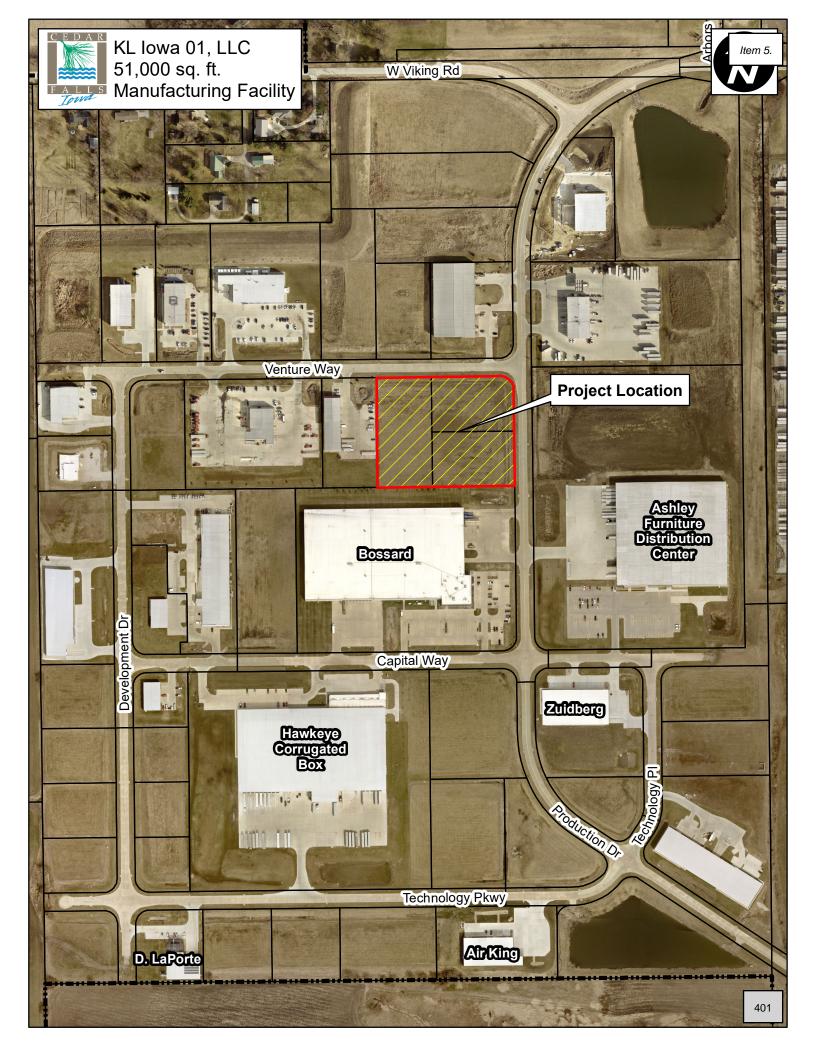
# **RECOMMENDATION**

Staff recommends that the City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and KL Iowa 01, L.L.C., and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to KL Iowa 01, L.L.C.

If you have any questions regarding the proposed KL lowa 01, L.L.C. economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



RESOLUTION NO.	
----------------	--

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT FOR PRIVATE DEVELOPMENT AND A MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND KL IOWA 01, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO KL IOWA 01, L.L.C..

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,279 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from KL Iowa 01, L.L.C. ("Developer"), in the form of a proposed Agreement for Private Development (the "Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Agreement attached hereto and incorporated herein by this reference (defined in the Agreement as the "Development Property"), consisting of the construction of an Industrial Use Manufacturing Facility totaling at least 40,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Development Agreement; and

WHEREAS, the Agreement further proposes that the City provide certain financial incentives for the urban renewal project under the terms and following satisfaction of the

conditions set forth in the Agreement, consisting of conveyance of title to the Development Property to the Developer, the Development Property being legally described as follows:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less); and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants and to convey real property to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into a Minimum Assessment Agreement (the "Minimum Assessment Agreement"), whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$3,485,000.00 for a period through December 31, 2034; and

WHEREAS, the Council hereby finds and determines that the Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the lowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar lowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, the Council hereby finds and determines that the requirements of Iowa Code Section 403.8 with respect to the transfer of property in an urban renewal area are satisfied insofar as the Development Property is being disposed of for the purpose of development of an industrial building (see Iowa Code Section 403.8(2)(b)), and because the

terms of the Minimum Assessment Agreement satisfy the safe harbor contained in Iowa Code Section 403.8(3).

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to conveyance of the Development Property to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the lowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, including but not limited to execution and delivery of a Quit Claim Deed conveying title to the Development Property to the Developer.

Section 3. That the form and content of the Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, and that from and after the execution and delivery of the Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this	day of	_, 2022.
	Robert M. Green, Mayor	
ATTEST:		
Jacqueline Danielsen, MMC, City Clerk		

# CERTIFICATE

STATE OF IOWA	) )
COUNTY OF BLACK HAWK:	) SS: )
I, Jacqueline Danielsen, MN	MC, City Clerk of the City of Cedar Falls, Iowa, hereby
certify that the above and foregoin	ng is a true and correct typewritten copy of Resolution
No duly and legally adopte	ed by the City Council of said City on the day of
, 2022.	
IN WITNESS WHEREOF,	I have hereunto signed my name and affixed the
official seal of the City of Cedar Fa	alls, lowa this day of,
2022.	
	Jacqueline Danielsen, MMC
	City Clerk of Cedar Falls, Iowa

# AGREEMENT FOR PRIVATE DEVELOPMENT

# BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

**AND** 

KL IOWA 01, L.L.C.

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#### AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and KL Iowa 01, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 25575 Heslip Drive, Novi, MI 48375.

#### WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area") as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended ("Plan" or "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer desires to acquire certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Agreement by constructing certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

#### ARTICLE I. DEFINITIONS

Section 1.1. <u>Definitions</u>. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all Exhibits hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part of this Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

<u>Certificate of Completion</u> means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

<u>City</u> or <u>Cedar Falls</u> means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2021, as amended.

<u>Commencement Date</u> means the date of the issuance by the City of a building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

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<u>County</u> means the County of Black Hawk, Iowa.

<u>Deed</u> means the form of Quit Claim Deed substantially in the form contained in Exhibit G attached hereto, by which the City shall convey the Development Property to the Developer.

<u>Developer</u> means KL Iowa 01, L.L.C.

<u>Development Property</u> means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A hereto.

Event of Default means any of the events described in Section 10.1 of this Agreement.

<u>Industrial Use Manufacturing Facility</u> means the Minimum Improvements.

<u>Minimum Improvements</u> shall mean the construction of an Industrial Use Manufacturing Facility totaling at least 40,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

<u>Mortgage</u> means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

<u>Net Proceeds</u> means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

<u>Project</u> shall mean the construction and operation of the Minimum Improvements, as described in this Agreement and the Exhibits hereto.

State means the State of Iowa.

<u>Tax Increments</u> means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment

Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

<u>Termination Date</u> means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Agreement.

<u>Unavoidable Delays</u> means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

<u>Urban Renewal Area</u> means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

<u>Urban Renewal Plan</u> means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

#### ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. <u>Representations and Warranties of the City</u>. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.
- (b) This Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (f) The City would not undertake its obligations under this Agreement without the consideration being made to the City pursuant to this Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned "M-1-P, Planned Industrial District". The "M-1-P, Planned Industrial District" zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.
- Section 2.2. <u>Representations and Warranties of the Developer</u>. The Developer makes the following representations and warranties:
  - (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

- (b) The Developer desires to construct an Industrial Use Manufacturing Facility ("Minimum Improvements") on the 4.35 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A.
- (c) This Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (d) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it or its properties are bound, nor do they constitute a default under any of the foregoing.
- (e) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the ability of Developer to perform its obligations under this Agreement.
- (f) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (g) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

- (h) The construction of the Minimum Improvements will require a total investment of not less than Three Million Two Hundred Thousand Dollars and no/100 Dollars (\$3,200,000.00), and a taxable valuation of Three Million Four Hundred Eighty Five Thousand and no/100 Dollars (\$3,485,000.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (i) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (j) The Developer has funds sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Agreement.
- (k) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (l) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1<sup>st</sup> day of February, 2023.
- (m) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Agreement.
- (n) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

## ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. <u>Construction of Minimum Improvements</u>. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than Three Million Two Hundred Thousand Dollars and no/100 Dollars (\$3,200,000.00).

Section 3.2 <u>Building Permit Valuation Amount</u>. The Developer shall apply to the City for a building permit, and shall pay all necessary permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of Three Million Two Hundred Thousand Dollars and no/100 Dollars (\$3,200,000.00), by no later than the 1<sup>st</sup> day of June, 2022.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Minimum Improvements which shall be subject to approval by the City as provided in this Section 3.3. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City shall approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (c) to the best of City's knowledge, the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations and City permit requirements; (d) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.3 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted by the Developer to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve the Developer of any obligation to comply with the terms and provisions of this Agreement, or the

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provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of June, 2022, and completed (i) by no later than the 1<sup>st</sup> day of February, 2023, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. <u>Certificate of Completion</u>. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

#### ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

# Section 4.1. <u>Restrictions on Use</u>. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

#### ARTICLE V. INSURANCE AND CONDEMNATION

# Section 5.1. <u>Insurance Requirements</u>.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
  - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
  - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City. The policy shall waive subrogation rights against the City and shall contain a Governmental Immunities endorsement in a form acceptable to the City.
  - (iii) Worker's compensation insurance, with statutory coverage.
- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
  - (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality

of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of coinsurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.

- (ii) Comprehensive commercial general liability insurance, including liability for injuries to persons and/or property resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
- (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or

umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.
- Section 5.2. <u>Condemnation</u>. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.
- Section 5.3. <u>Reconstruction or Payment</u>. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property.

# ARTICLE VI. MINIMUM ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Minimum Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Agreement, a Minimum Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be

constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value as of January 1, 2024, of not less than Three Million Four Hundred Eighty Five Thousand and no/100 Dollars (\$3,485,000.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Minimum Assessment Agreement shall remain in effect. The Minimum Assessment Agreement shall remain in effect until the 31st day of December, 2034 (the "Termination Date"). The Minimum Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. <u>Maintenance of Properties</u>. The Developer shall maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time shall make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 <u>Maintenance of Records</u>. The Developer shall keep at all times proper books of record and account in which full, true and correct entries shall be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. <u>Compliance with Laws</u>. The Developer shall comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer's business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. <u>Real Property Taxes</u>. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

Section 6.6. <u>Sales Tax</u>. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. <u>Utility Usage</u>. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Manufacturing Facility shall be furnished from City-owned utilities, including electricity, natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection, except for any emergency utility needs in the case of any unavailability or interruption of City-owned utility services, which may be secured from alternative sources. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as

defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. <u>Annual Certification</u>. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than November 1 of each year, commencing November 1, 2024, and ending on November 1, 2033, both dates inclusive.

Section 6.9. <u>Use of Tax Increments</u>. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. <u>Opinion of Counsel</u>. Concurrent with execution of this Agreement, Developer shall cause its counsel to execute and deliver to City an Opinion of Counsel substantially in the form and of the content of Exhibit E attached hereto.

Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Agreement; (b) that this Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2; and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Agreement.

Section 6.12. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating ("Relocating") to the City from another part of the County or a contiguous county during the term (the "Term") of this Relocation provision (the "Relocation Provision"). "Relocating" or "Relocation" means the closure or substantial reduction of an enterprise's existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9(a). In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Agreement, and, in addition to any remedies set forth in Section 10.2:

(i) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property ("Full Value"), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

#### ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation as to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

(a) the importance of the development of the Development Property to the general welfare of the community;

- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Agreement with the Developer.
- Section 7.2. <u>Prohibition Against Transfer of Property and Assignment of Agreement.</u> Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.12 of this Agreement, prior to termination of the Termination Date:
  - (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.
    - (b) The City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:
      - (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).

- (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.
- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. <u>Approvals</u>. Any approval of a transfer of interest in the Developer, this Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Agreement and its statutory duty, as owner, to pay <u>ad valorem</u> real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the "Permitted Transferee"), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

## ARTICLE VIII. CONVEYANCE OF DEVELOPMENT PROPERTY; CONDITIONS

Section 8.1 <u>Conveyance of Development Property.</u> Subject to hearing and authorization required under law, the City shall make a conveyance of title to the Development Property to Developer without any additional consideration other than the Developer's covenants as contained in this Agreement.

Section 8.2 Form of Deed. The City shall convey clear title to the Development Property to the Developer by Quit Claim Deed (hereinafter called the "Deed"). Such conveyance and title shall be subject to the conditions, covenants and restrictions contained in the Urban Renewal Plan and this Agreement, shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record.

Section 8.3. Condition of the Property; Care And Maintenance. As of Closing, Developer agrees to take the Development Property "As Is." The City makes no warranties or representations as to the condition of the Development Property. The City and Developer acknowledge and agree that City has undertaken no investigations with respect to the suitability of the Development Property for Developer's proposed uses, including but not limited to subsurface investigations regarding the soil conditions of the Development Property. Any geological or other inspection of the Development Property is the sole responsibility of the Developer (at its own cost). Developer waives all claims against the City as to the condition of the Development Property.

Section 8.4. Environmental Matters. At Closing, although not required by law, the City may file with the County Recorder's office a properly executed Groundwater Hazard Statement. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property, other than the information provided in any Groundwater Hazard Statement filed by the City at Closing. Developer shall be responsible for securing and paying for all inspections, remediation efforts, or documentation required by the county board of health in order to lawfully transfer the Development Property to Developer. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the Closing Date. Notwithstanding any other provision in this Agreement to the contrary, Developer shall have a period of 60 days form the execution of this Agreement to inspect the Development Property for environmental contamination or deficiencies, and during this period, may cancel this Agreement due to the existence of any such environmental contamination or deficiencies by giving to the City written notice of its decision to cancel this Agreement. The City authorizes Developer and/or its agents and contractors access to the Development Property for purposes of its environmental inspection.

Section 8.5. <u>Survey and Platting.</u> Developer shall be responsible for all survey and platting of the Development Property. The City authorizes Developer and/or its agents and contractors access to the Development Property for survey and platting purposes.

Section 8.6 <u>Time and Place for Closing and Delivery of Deed.</u> The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 1<sup>st</sup> day of May, 2022, or on such other date as the parties hereto may mutually agree in writing (the "Closing Date").

Section 8.7 <u>Recordation of Deed.</u> The Developer shall promptly file the Deed for recordation among the land records in the office of the Recorder of the County. The Developer shall pay all costs for so recording the Deed.

Section 8.8 Abstract of Title. Immediately following the execution of this Agreement, the City shall provide an abstract of title continued only to the date of filing of the plat. It shall be the Developer's responsibility to pay to have the abstract updated. Following the updating of the abstract of title by the Developer, it shall show marketable title in the City in conformity with Iowa law and the Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of the Developer at the time of delivery of the Deed.

Section 8.9 <u>Conditions Precedent to Conveyance of Property.</u> The City's obligation to convey title and possession of the Development Property to the Developer on the Closing Date shall be subject to satisfaction of the following conditions precedent:

- (a) The Developer shall be in material compliance with all the terms and provisions of this Agreement;
- (b) The Developer shall have furnished the City with evidence, in a form reasonably satisfactory to the City (such as a letter of commitment from a bank or other lending institution), that the Developer has firm commitments for financing for the Project in an amount sufficient, together with equity commitments, to complete the Project in conformance with the Construction Plans, or the City shall have received such other evidence of the Developer's financial ability as in the reasonable judgment of the City is required for the Project;
- (c) Execution of a Minimum Assessment Agreement by the City, the County and the Developer pursuant to Section 6.1 of this Agreement; and
- (e) Receipt of an opinion of counsel to the Developer in the form attached hereto as Exhibit E.

Section 8.10 Failure to Commence Construction of Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Minimum Improvements on the Development Property by no later than September 1, 2022, and commencement of construction does not appear imminent by no later than September 1, 2022, then Developer shall have committed an Event of Default within the meaning of Article X and Section 10.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 10.2(d) of this Agreement by no later than December 1, 2022.

Section 8.11. Partial Property Tax Exemption. Subject to Developer's compliance with all of the terms and conditions of this Agreement, City agrees that the Developer may apply to Black Hawk County, Iowa, and to City, for a partial exemption from taxation of industrial property as may be provided by the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the actual value added by the Minimum Improvements. Subject to Developer's timely application and qualification under Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and Chapter 427B, Code of Iowa, the partial property tax exemption shall be according to the following schedule:

- (a) For the first assessment year after the Minimum Improvements are fully assessed -75% exemption of the actual value added.
- (b) For the second assessment year after the Minimum Improvements are fully assessed -60% exemption of the actual value added.
- (c) For the third assessment year after the Minimum Improvements are fully assessed -45% exemption of the actual value added.
- (d) For the fourth assessment year after the Minimum Improvements are fully assessed -30% exemption of the actual value added.
- (e) For the fifth assessment year after the Minimum Improvements are fully assessed -15% exemption of the actual value added.

#### ARTICLE IX. INDEMNIFICATION

## Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.
- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any

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- agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Agreement.

#### ARTICLE X. REMEDIES

Section 10.1. <u>Events of Default Defined</u>. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Agreement.
- (c) Failure by the City to cause the Development Property to be conveyed to the Developer pursuant to the terms, conditions and limitations of Section 8.1 of this Agreement, subject to Unavoidable Delays;
- (d) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Agreement, or the assets of Developer in violation of the provisions of Article VII of this Agreement, until the Termination Date;
- (e) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;

- (f) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;
- (g) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (h) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Agreement;
- (i) The Developer shall:
  - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
  - (ii) make an assignment for the benefit of its creditors; or
  - (iii) admit in writing its inability to pay its debts generally as they become due; or
  - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (j) Any obligation, representation or warranty made by any party to this Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. <u>Remedies on Default</u>. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, any party not in default may take

any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may

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proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. <u>No Remedy Exclusive</u>. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. <u>No Implied Waiver</u>. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

#### ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. <u>Non-Discrimination</u>. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. <u>Notices</u>. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "<u>Notice</u>") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

<u>DEVELOPER</u>: Mr. Dennis Kubica

Member

KL Iowa 01, L.L.C. 25575 Heslip Drive Novi, MI 48375

With a copy to: Kevin Bonner

Fennemore Craig, P.C.

2394 E. Camelback Rd, Suite 600

Phoenix, AZ 85016

Charles Augustine

Klatt, Augustine & Rastede, P.C. 531 Commercial Street, Suite 250

Waterloo, IA 50701

CITY City of Cedar Falls, Iowa

City Administrator 220 Clay Street

Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

- Section 11.4. <u>Titles of Articles and Sections</u>. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- Section 11.5. <u>Provisions Not Merged With Deed.</u> None of the provisions of this Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.
- Section 11.6. <u>Governing Law</u>. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.
- Section 11.7. <u>Entire Agreement</u>. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.
- Section 11.8. <u>Successors and Assigns</u>. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- Section 11.9. <u>Termination Date of Minimum Assessment Agreement</u>. This Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.
- Section 11.10. <u>Memorandum of Agreement</u>. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit F, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.
- Section 11.11. <u>Immediate Undertaking</u>. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.
- Section 11.12. <u>No Partnership or Joint Venture</u>. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.
- Section 11.13. <u>Captions</u>. The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. <u>Number and Gender of Words</u>. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Invalid Provisions. If any provision of this Agreement or any Section 11.15. agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Agreement, and upon such cancellation, this Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Agreement.

Section 11.16. <u>Multiple Counterparts</u>. This Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. <u>Authorization</u>. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. <u>Time of the Essence</u>. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 11.19. <u>Survival</u>. Each provision of this Agreement shall survive the occurrence of the other provisions of this Agreement to the extent necessary to ensure full performance of said surviving provision.

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IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEA	AL)	CITY	OF CEDAR FALLS, IOWA
		By:	Robert M. Green, Mayor
			Robert M. Green, Mayor
ATT	EST:		
By:			
	Jacqueline Danielsen, MMC, City	y Clerk	
	lowa 01, L.L.C., owa limited liability company		
By:			
	Dennis Kubica, Member		
D			
By:	Jen Kubica, Member		
DFV	VELOPER		

STATE OF IOWA	)
	) ss:
COUNTY OF BLACK HAWK	)
This record was acknowledged by Robert M. Green as Mayor, Cedar Falls, Iowa.	before me on the day of, 2022, and Jacqueline Danielsen as City Clerk, of the City of
	Notary Public in and for Black Hawk County, Iowa
STATE OF	_ )
COUNTY OF	_ ) 55.
	owledged before me on the day of n Kubica, Members, KL Iowa 01, L.L.C., an Iowa limited
	Notary Public in and for the State of

#### EXHIBIT A

### **DEVELOPMENT PROPERTY**

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less).

#### EXHIBIT B

### **MINIMUM IMPROVEMENTS**

The Minimum Improvements shall consist of the construction of an Industrial Use Manufacturing Facility totaling at least 40,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

#### Schedule of Performance

Activity	/ to be C	Completed	Com	pletio	n Da	ate
----------	-----------	-----------	-----	--------	------	-----

Issuance of Building Permit June 1, 2022

Substantial Completion February 1, 2023

Issuance of Occupancy Permit February 1, 2023

#### **EXHIBIT C**

#### CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and KL Iowa 01, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 25575 Heslip Drive, Novi, MI 48375; did on or about the \_\_\_\_\_ day of \_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less)

(the "Development Property"); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)	THE CITY OF CEDAR FALLS, IOWA
	By:Robert M. Green, Mayor
ATTEST:	Robert W. Green, Wayor
Ву:	
Jacqueline Danielsen, MM	C, City Clerk
STATE OF IOWA	)
COUNTY OF BLACK HAWK	) ss: ( )
This record was acknowle	edged before me on the day of,
	Mayor, and Jacqueline Danielsen as City Clerk, of the City
	Notary Public in and for Black Hawk County, Iowa

#### EXHIBIT D

#### MINIMUM ASSESSMENT AGREEMENT

THIS MIN	MUM ASSESSMENT AG	REEMENT, dated as of	this day
of	, 2022, by and among th	ne CITY OF CEDAR F	FALLS, IOWA, (the
"City"), and KL I	owa 01, L.L.C., an Iowa li	mited liability company	, (the "Developer"),
and the COUNT	Y ASSESSOR for the Co	ounty of Black Hawk,	State of Iowa (the
"Assessor").		•	

#### WITNESSETH:

Lots 9, 10 and 11 West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2021, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2024, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than Three Million Four Hundred Eighty Five Thousand and no/100 Dollars (\$3,485,000.00)

(hereafter referred to as the "Minimum Actual Value") until termination of this Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before February 1, 2023.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 4.35 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Agreement.

- 2. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate on December 31, 2034.
- 3. This Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.
- 4. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Agreement between the City and the Developer.
- 5. This Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

T	HE CITY OF CEDAR FALLS, IOWA
В	y:
	Robert M. Green, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	

By:	
Dennis Kubica, Membe	er
By: Jen Kubica, Member	
STATE OF IOWA	)
COUNTY OF BLACK HAV	) ss:
	is Mayor, and Jacqueline Danielsen as City Clerk, of the City
	s Mayor, and Jacqueline Danielsen as City Clerk, of the City
	Notary Public in and for Black Hawk County, Iowa
of Cedar Falls, Iowa.	Notary Public in and for Black Hawk County, Iowa
of Cedar Falls, Iowa.	Notary Public in and for Black Hawk County, Iowa
of Cedar Falls, Iowa.  STATE OF  COUNTY OF  This instrument was ac	Notary Public in and for Black Hawk County, Iowa

#### CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 4.35 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$3,485,000.00, until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

	County Assessor for Black Hawk County, Iowa
	Date
STATE OF IOWA )	
COUNTY OF BLACK HAWK )	
Subscribed and sworn to before Hawk County, Iowa.	me by T.J. Koenigsfeld, County Assessor for Black
	Notary Public in and for the State of Iowa
	Date

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#### **EXHIBIT E**

#### FORM OF LEGAL OPINION

City of Cedar Falls Attn: City Clerk City Hall 220 Clay Street Cedar Falls, Iowa 50613

RE: Agreement for Private Development by and between the City of Cedar Falls, Iowa and KL Iowa 01, L.L.C., an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for KL Iowa 01, L.L.C. (the "Developer"), and in connection with the execution and delivery of a certain Development Agreement (the "Development Agreement") between the Developer and the City of Cedar Falls, Iowa (the "City") dated as of \_\_\_\_\_\_\_, 2022, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- (a) The certificate of organization and operating agreement, together with all amendments thereto, of the Developer;
- (b) Resolutions of the members of the Developer at which action was taken with respect to the transactions covered by this opinion;
- (c) The Development Agreement;

and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Developer has been duly organized and is validly existing as a limited liability company under the laws of the State of Iowa and is authorized to do business in the State of Iowa. The Developer has full power and authority to execute, deliver and perform in full the Development Agreement and the Minimum Assessment Agreement; and the Development Agreement and the Minimum Assessment Agreement have been duly and validly authorized by action of the members, have been executed and delivered

by an authorized manager of the Developer and, assuming due authorization, execution and delivery by the City, are in full force and effect and are valid and legally binding instruments of the Developer enforceable in accordance with their terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

- 2. The execution, delivery and performance by the Developer of the Development Agreement, the Minimum Assessment Agreement, and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the certificate of organization and operating agreement of the Developer or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which the Developer is a party or by which it or its property is bound or subject.
- 3. To our knowledge and after inquiry to Developer, there are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of the Development Agreement, the Minimum Assessment Agreement, or the Developer's ability to perform its obligations thereunder.

Very truly yours,

KLATT, AUGUSTINE & RASTEDE, P.C.

By:

Charles P. Augustine, Attorney at Law
531 Commercial Street, Suite 250
Waterloo, IA 50701

#### **EXHIBIT F**

#### MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021 (Chapter 403 hereinafter called "Urban Renewal Act"); and KL Iowa 01, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 25575 Heslip Drive, Novi, MI 48375, did on or about the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2022, make, execute and deliver, each to the other, an Agreement for Private Development (the "Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.35 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Agreement commenced on the \_\_\_\_ day of \_\_\_\_\_, 2022, and terminates on the 31st day of December, 2034, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

#### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.
- 2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever

shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa. IN WITNESS WHEREOF, the Parties have executed this Memorandum of Agreement for Private Development on the \_\_\_\_\_ day of \_\_\_\_\_, 2022. CITY OF CEDAR FALLS, IOWA (SEAL) By: Robert M. Green, Mayor ATTEST: Jacqueline Danielsen, MMC, City Clerk KL Iowa 01, L.L.C. an Iowa limited liability company. By: Dennis Kubica, Member By:

Jen Kubica, Member

STATE OF IOWA	)
STATE OF IOWA	) ss:
COUNTY OF BLACK HAWF	X )
This record was acknowl 2022, by Robert M. Green as a of Cedar Falls, Iowa.	ledged before me on the day of, Mayor, and Jacqueline Danielsen as City Clerk, of the City
	Notary Public in and for Black Hawk County, Iowa
STATE OF	)
COUNTY OF	)
	edged before me on the day of, 2022, Kubica, Members, KL Iowa 01, L.L.C., an Iowa limited
	Notary Public in and for the State of



#### **QUIT CLAIM DEED**

For the consideration of One Dollar(s) and other valuable consideration, City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, does hereby Quit Claim to KL Iowa 01, L.L.C., a limited liability company organized and existing under the laws of Iowa

all our right, title, interest, estate, claim and demand in the following described real estate in Black Hawk County, Iowa:

#### This deed is exempt according to Iowa Code 428A.2(6).

Lots 9, 10 and 11, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa; subject to the conditions, covenants and restrictions contained in the Unified Highway 58 Corridor Urban Renewal Plan approved by Cedar Falls City Council Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution No. 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, amended a sixth time by Resolution No. 21,079 on May 7, 2018 (Ordinance No. 2923), amended a seventh time by Resolution No. 21,368 on December 17, 2018 (Ordinance No. 2953), and amended an eighth time by Resolution No. 22,205 on December 21, 2020, and further subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements of record.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated:	·
	City of Cedar Falls, Iowa, an Iowa municipal corporation
	By
	Robert M. Green, Mayor

	Ву
	By
STATE OF IOWA, COUNTY OF BLACK HA	AWK
This record was acknowledged before r by Robert M. Green, as Mayor, of City of Ceda	
	Signature of Notary Public
STATE OF IOWA, COUNTY OF BLACK HA	AWK
This record was acknowledged before r Jacqueline Danielsen, MMC, as City Clerk	me on, by
	Signature of Notary Public



#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** February 25, 2022

**SUBJECT:** 2022 CDBG Sanitary Sewer Rehabilitation Project

City Project Number: SA-000-3297

**Public Hearing** 

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 CDBG Sanitary Sewer Rehabilitation Project.

This project consists of furnishing and installing a cured in place liner within existing 8 and 12 inch diameter sewer lines in selected areas of the city and in accordance with the contract documents. The total project involves approximately 8,209 linear feet and 185 service taps.

The total estimated cost for the construction of this project is \$248,119.50. The project will be funded by Community Development Block Grant (CDBG) and Sewer Rental Funds (SRF).

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2022 CDBG Sanitary Sewer Rehabilitation Project.

xc: David Wicke, PE, City Engineer

Chase Schrage, Director of Public Works

## **ENGINEER'S ESTIMATE**

# 2022 CDBG SANITARY SEWER REHABILITATION PROJECT CITY PROJECT NO. SA - 000 - 3297

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	PIPE LINING, 8 INCH	L.F.	\$20.50	7111	\$145,775.50
2	PIPE LINING, 12 INCH	L.F.	\$28.00	1098	\$30,744.00
3	BUILDING SANITARY SEWER SERVICE RECONNECTION	EACH	\$50.00	185	\$9,250.00
4	GROUTING SERVICE LATERALS	EACH	\$310.00	185	\$57,350.00
5	MOBILIZATION	L.S.	\$5,000.00	1.0	\$5,000.00

**TOTAL PROJECT ESTIMATE** 

\$248,119.50



### **DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

www.cedarfalls.com

MEMORANDUM Planning & Community Services Division

**TO:** Mayor Robert M. Green and City Council

**FROM:** Karen Howard, AICP, Planning & Community Services Manager

**DATE:** February 28, 2022

**SUBJECT:** Petition from City Council to Amend parking requirements in the Downtown

Character District (TA22-001)

At your work session on Tuesday, January 18<sup>th</sup>, the City Council directed staff to forward to the Planning and Zoning Commission a petition to consider amending certain parking requirements in the recently adopted Downtown Character District code.

#### **Background**

The Downtown Character District regulations were adopted by City Council on November 1, 2021. These new zoning regulations are intended to implement the *Imagine Downtown! Vision Plan* adopted in November of 2019. The vision plan was the result of public workshops, a week-long community design charrette, and other public outreach events that took place in 2019, where community members, including downtown merchants, property owners, residents, and other stakeholders were invited to share their feedback and ideas for the future of Downtown and surrounding neighborhoods.

The second phase of the project was to draft zoning regulations to encourage future development that is consistent with the adopted Vision. The draft code was presented to the public in February, 2021. The Commission considered the new code at four special work sessions and held 3 public hearings to consider public comments and suggestions for changes to the code. The Commission discussed all proposed changes to the draft and made decisions on each one before forwarding a final draft to the City Council for consideration in May 2021. The Planning & Zoning Commission's recommended draft was reviewed at three City Council Committee of the Whole meetings and two work sessions before a public hearing was scheduled. After discussion at three readings, the new code was adopted on November 1, 2021.

#### Council Petition # 1 – Eliminate shared parking requirements

Under the new code, for a new development project that contains apartments or upper floor commercial uses, a certain number of shared parking spaces must be provided. These spaces must be made available for the public to use during at least 12 hours a day. For the remaining hours these spaces may be reserved for the tenants of the building. The property owner has the flexibility to determine the hours when they are available for shared use and can sign them accordingly. The shared parking requirement is one tool to provide some additional parking spaces for public use to alleviate parking congestion downtown during peak times when the spaces might otherwise be sitting vacant.

However, a number of concerns have been expressed about the shared parking requirements, including concerns about requiring property owners to make their private property available for public use and about how the shared spaces will be managed and monitored over time. A majority of the City Council expressed concerns that the potential downsides outweigh the potential benefits of this requirement and requested that the Commission consider eliminating the shared parking requirements from the zoning code. They note that property owners would still have the option to voluntarily share their parking with the public.

The petition was introduced to the Planning and Zoning Commission at their meeting on January 26, 2022. At a public hearing on February 9<sup>th</sup>, the Commission discussed the Council's petition; and, on a 3-4 vote, disapproved the City Council's petition to delete the shared parking requirements.

# Council Petition # 2 – Increase the amount of parking required for residential uses in multi-unit and mixed use buildings

Based on the recommendations of the parking study conducted by WGI in late 2018, along with stakeholder interviews during the Visioning process, the consultants drafting the Downtown Character District Code (Ferrell Madden), included a reduction in the parking requirements for residential within mixed-use and multi-unit buildings from 1 space per bedroom to 0.5 spaces per bedroom (along with 0.25 spaces per bedroom for shared parking).

A majority of the City Council expressed concerns about lowering the parking requirements for residential uses in multi-unit and mixed use buildings downtown and petitioned the Commission to consider reestablishing the previous requirement of one parking space per bedroom.

The petition was introduced to the Planning and Zoning Commission at their meeting on January 26, 2022 and a public hearing was set. At a public hearing on February 9<sup>th</sup>, a motion to approve the Council's petition failed for a lack of a second to the motion, and therefore is considered disapproved by the Planning and Zoning Commission.

As an alternative, the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than 1 space per unit. There was general agreement that there should be no less than 1 space per unit to ensure that buildings containing all or a majority of units that are studios or one-bedrooms provide at least one parking space per unit. A majority were supportive of an increase to 0.75 spaces per bedroom.

**PLANNING AND ZONING COMMISSION ACTIONS**: In summary, at their February 9<sup>th</sup> meeting, Planning and Zoning Commission held public hearings regarding the aforementioned Council petitions to amend the zoning ordinance. At the close of each hearing, the Commission took the following actions:

<u>Hearing #1</u>: On Council's petition to eliminate all shared parking requirements within City Code Section 26-196. Character District Parking, including all references to locational standards and time of day standards for shared parking, the Commission disapproved the petition on a 3-4 vote.

<u>Hearing #2</u>: On Council's petition to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 1 space per bedroom within City Code Section 26-196. Character District Parking, the Commission disapproved the petition. The petition failed for a lack of a second to the motion.

As an alternative, the Planning and Zoning Commission on a separate motion recommended, on a 4-3 vote, approval of an amendment to City Code Section 26-196, Character District Parking to

increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than 1 space per unit.

Note: Per City Code Section 26-4(c), if a petition to amend the zoning ordinance is disapproved by the Planning and Zoning Commission, the amendment shall not become effective except by the favorable vote of at least two-thirds of the members of City Council.

#### **AGENDA ITEMS:**

To avoid confusion, there will be two items on the Council agenda for the March 7<sup>th</sup> meeting:

- A public hearing on an ordinance to delete all requirements and standards related to shared parking within the Downtown Character District regulations. (requires 2/3 majority of Council to approve)
- 2. A public hearing on:
  - a. An ordinance to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to one parking space per bedroom within the Downtown Character District (requires 2/3 majority of Council to approve); and
  - b. An ordinance to increase the parking requirement for residential uses in mixed-use and multi-unit buildings to 0.75 spaces per bedroom, but not less than one parking space per unit (requires simple majority of Council to approve).

Note: Once the public hearing is closed, the Council can discuss both options and decide on the better approach. If neither option garners enough votes to pass, then the ordinance will remain unchanged.

#### PLANNING & ZONING COMMISSION DISCUSSION AND HEARINGS

# Discussion 1/26/2022

The first item of business was a zoning text amendment to amend CD-DT to eliminate shared parking requirements. Chair Leeper introduced the item and Ms. Howard provided background information. She explained that City Council has petitioned the Commission to consider amending the parking requirements in the Downtown Character District by deleting the requirements for shared parking and to increase the minimum parking requirement for multi-unit residential development to one space per bedroom and ensuring that there is at least one parking space per unit.

Ms. Howard provided a summary of the Downtown Visioning and Code update project for the new Planning and Zoning Commissioners who were not on the Commission during the public review process for the project. She displayed a rendering of the boundary of the Downtown Character District and discussed the previous zoning within the boundaries. She detailed the public review process that had taken place at the Planning and Zoning Commission before the Commission made their recommendation to the City Council in May of last year. Ms. Howard briefly described the two types of parking in the Central Business District, public and private. She discussed each and explained that the current issue is whether there should be parking requirements on private property in the downtown area. She explained why cities are moving away from focusing on zoning requirements for parking and more toward public shared parking solutions. She described the distinction between short-term and long-term parking needs, reasons why cities rely on public parking, particularly for short-term customer

parking, and the unintended consequences of high parking requirements. Ms. Howard discussed the parking study that was done in 2018 and how those results affected the zoning standards proposed in the new zoning code. She noted that while other public parking options were being discussed to address downtown parking needs, such as construction of a public parking ramp, she explained that the focus of this meeting is on the zoning code, and discussed the previous private parking requirements as well as the new code requirements. She also discussed the definition of shared parking. Staff recommends discussion of Council's request to eliminate shared parking requirements in the zoning Code and to increase the residential parking requirement back to one space per bedroom for new mixed-use and multi-unit buildings. It is recommended to set a public hearing date for February 9.

Mr. Larson made a motion to schedule a public hearing for February 9 for both items on the agenda. Ms. Lynch seconded the motion.

Mr. Holst asked about existing conditions for parking and how this will affect properties that are already established and previous requirements were met. Ms. Howard explained that it would only affect owners who are looking to make a change.

Mr. Larson asked for clarification on what would trigger new development as to when the shared parking requirement would be applicable. Ms. Howard stated that the only shared parking requirement is for new multi-family units, or for new upper floor commercial space that is greater than 5,000 square feet.

Mr. Larson asked how it will be decided what area of a parking lot is shared parking. Ms. Howard explained how the numbers are figured and how the spaces would be specified as available to the public. It was again clarified that these rules would not apply to existing properties.

Mr. Leeper asked for an example of how parking would be if requirements were increased to one space per bedroom. Ms. Howard gave River Place as an example and presented the results from the parking study, which showed the percentage that was unused.

Ms. Grybovych asked about examples of how this has worked for other cities that have proposed lower parking requirements. Ms. Howard discussed findings from other communities and how they compare to Cedar Falls.

Ms. Crisman asked for clarification on whether private parking was just in lots or if it would include private garages. Ms. Howard stated that shared parking would only apply to new multi-unit or mixed use buildings. Depending on how the parking is provided, it could be inside the building or be in surface lots. The owner would choose the best location for the shared parking spaces and would sign it for the hours it is available to the public.

Mr. Holst stated that he feels that going back to the way things were would cause the situation to digress and not allow for growth. It was recommended that documents and information from the previous studies, presentations and meetings be forwarded to the newest Commission members to give them some background on the information shared.

The motion to set a public hearing date for February 9<sup>th</sup> was approved unanimously with 9 ayes (Crisman, Grybovych, Hartley, Holst, Larson, Leeper, Lynch, Moser and Saul), and 0 nays.

# Public Hearings 2/9/2022

The first item of business was a public hearing on a Zoning Text Amendment to eliminate shared parking requirements in the Downtown Character District. Chair Leeper introduced the item and Ms. Howard provided background information on the petition from Council.

Ms. Howard displayed the location of the Downtown Character District and noted that the details of the ordinance had been presented at the last meeting. She noted that if there were any questions about the current regulations in the Downtown Character District, the slides from the last meeting were available for viewing.

Eashaan Vajpeyi, 3831 Convair Lane, indicated that he was a spokesperson for a group of owners of property downtown. He feels there needs to be more specificity in the shared parking requirements to exempt certain businesses or to specify which businesses can afford to share their parking and which cannot. He gave the example of restaurants and how due to their hours they would not be able to shared their parking. He noted examples of potential issues and possible solutions.

Mr. Holst asked for clarification on the current requirements for shared parking. Ms. Howard clarified that the shared parking requirements only apply to new buildings with residential uses and upper floor commercial. There is no shared parking requirement for existing businesses or for ground floor commercial, including restaurants. Mr. Holst stated that parking has been a big concern for him throughout this project. However, he feels that a lot of time has been spent on review of this new code and that we should try things the way they are now set up before changing it.

Mr. Larson agreed and feels a great deal of work, research and math considered in coming up with the numbers. Those can be changed without scrapping the whole code that everyone has put so much work into. He feels that trying it the way it is and adjusting as needed is the best plan. He believes that a great deal of time and effort has gone into the current code and it would be arbitrary to change the position on the numbers that were considered so seriously before.

Mr. Leeper stated that he doesn't feel that the shared parking requirement is not very significant. He likes the idea of making the effort to fix the problem, but feels the shared parking is only meant to be a very small part of the overall approach to parking, so would be open to deleting it. Mr. Holst stated that he feels the need to forge ahead and at least give it a try to see how it works. The idea behind it is beneficial to the overall health of downtown and a lot of time and work has been put into researching all the information that was used to create the code.

Ms. Saul stated that she feels that if a developer wants to build downtown and is a good steward they will voluntarily do the sharing. She doesn't believe forcing the issue is necessary. She agreed with concerns about enforcement.

Mr. Hartley stated that he believes that some additional definition should be added, particularly with regard to underground and outdoor parking lots.

Ms. Saul made a motion to eliminate shared parking requirements. Ms. Grybovych seconded the motion. The motion was denied with 3 ayes (Grybovych, Leeper and Saul), and 4 nays (Crisman, Hartley, Holst and Larson).

Mr. Leeper asked if this can be brought back for consideration down the road to see how it is working. Ms. Howard stated that it can.

The next item for public hearing was a zoning text amendment to CD-DT to increase parking requirements for residential uses in multi-unit and mixed use buildings. Chair Leeper introduced the item and Ms. Howard stated that the request from City Council is to consider increasing the parking requirement for residential uses in mixed-use or multi-unit buildings to one space per bedroom.

When asked, Ms. Howard noted that the Commission may discuss and vote to forward any alternative proposals for changes to the parking requirements by a separate motion.

Eashaan Vajpeyi asked for clarification on the requirements on the parking ratios. He discussed a map that was brought up that shows Halloween weekend in 2018 showing one surface residential parking lot that is only 52% full. He asked if anyone checked how occupied the building was. He feels that the accuracy of the numbers would need to include the building occupancy at the time to show the real parking ratio. He feels that there should be at least a minimum one spot per bedroom as he believes that more people have cars than are being counted. He feels that the ratio of spots and occupancy is very important.

Daryl Kruse, 2725 Minnetonka Drive, spoke regarding the parking study noting that, of the residents that live downtown, 35% do not have an assigned parking spot. Most park on the street or in a parking lot, consuming spots for customers. He also stated that the seating capacity for all the bars and restaurants downtown is very close to 4,000. If they are half full and everyone comes two per car, there are 1,000 cars that need to park. The parking study shows approximately 680 parking spots on the street. If new buildings are built without one spot per bedroom, parking will be very limited. He also had an issue with the difference in parking requirements for rentals from downtown and the rest of the town. He feels that one spot per bedroom should be the minimum.

Mr. Holst asked for clarification regarding the parking for studio apartments. Ms. Howard stated that a studio apartment would be considered one bedroom and would currently require 0.5 spots per resident and 0.25 for shared parking.

Ms. Saul made a motion to change the code to one parking space per residential unit. Mr. Larson seconded the motion.

Mr. Hartley said that changing the code to require at least one space per unit is a good idea, but the reality is that no one knows what the "magic" number regarding how many spaces per bedroom is until this is put into practice.

Mr. Leeper feels that requiring additional parking is a hindrance to development downtown and the environment that is attracting people downtown. People don't come downtown for the parking. He asked for clarification on the parking study that was done and Ms. Howard stated that parking was counted different days and different times of day to get a feel for the overall parking situation. Mr. Leeper stated that this seems to be a good case study. Ms. Saul interjected that shared parking is also being required. Mr. Holst stated that that small of a change isn't going to have that big of an impact either way.

Mr. Larson withdrew his second to the motion that was made to increase parking to one space per residential unit. The motion was removed from the table.

There was further discussion regarding an alternate motion. Mr. Holst stated that he feels that if the requirement is increased to one space, it should include the shared parking requirement. He noted that he is not in favor of increasing to 1 space per bedroom and then have the additional 0.25 space in shared parking requirement, which would make it higher than it was before the new code was adopted. Mr. Larson noted that a lot of time was spent on the numbers and feels that it was well researched. This is just referring to new development and isn't going to affect a great amount of parking.

Saul made a motion to increase the parking requirement for residential in multi-unit and mixed-use buildings to 0.75 per bedroom, but no less than one space per dwelling unit. Mr. Holst seconded the motion.

Mr. Larson stated that this is substantially over-parked compared to the current condition and reiterated that he feels that a great deal of objective thought, meetings and research went into the current requirement. Ms. Crisman agreed.

Ms. Saul feels that the increase is a good compromise as consultants are making these kinds of recommendations all over the country, but Cedar Falls may not be like all those other locations.

The motion was approved with 4 ayes (Hartley, Holst, Leeper and Saul), and 3 nays (Crisman, Grybovych and Larson)

ORDINANCE NO
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AN ORDINANCE DELETING ALL REFERENCES TO AND REQUIREMENTS AND STANDARDS FOR SHARED PARKING WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) BY AMENDING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-191, INTRODUCTION AND DEFINITIONS, AND SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, define and establish shared parking requirements for certain residential uses and upper floor commercial uses; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider deleting all said shared parking requirements and standards; and

WHEREAS, the Planning and Zoning Commission considered said petition at a public hearing and recommends disapproval; and

WHEREAS, with disapproval by the Planning and Zoning Commission, the amendments noted herein shall not become effective except by the favorable vote of at least two-thirds of all the members of the City Council.

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

Section 1: The definition of "Shared Parking" within Subsection H, Definitions, of Section 26-191 Introduction and Definitions, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted.

Section 2: Paragraphs 1. 2, and 3, of Subsection C, General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby deleted, and the following substituted in lieu thereof:

- 1. Existing buildings as of November 1, 2021 that front on Main Street between 1<sup>st</sup> Street and 6<sup>th</sup> Street are exempt from these minimum parking requirements, regardless of use or re-use.
- 2. There is no minimum parking requirement for non-residential uses.
- 3. Minimum Required Parking
  - a. When calculating required parking, the following rules shall apply:
    - (i) any partial space 0.5 or above is rounded to the next whole number;
    - (ii) studio/efficiency units shall count as one bedroom for the purpose of calculating

#### required parking

- b. Residential uses in mixed-use or multi-unit buildings: 0.5 spaces per bedroom.
- c. Residential uses in single-unit attached and detached, multi-unit rowhouse, and two-unit configurations:
  - (i) Owner-occupied: 1 space per unit
  - (ii) Renter-occupied: 1 space per unit + one space per bedroom for each bedroom above 2.

Section 3: Paragraph 4. Minimum Shared Parking, of Subsection C. General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements, of Section 26-196 Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted in its entirety.

Section 4: Subparagraphs 5c. and 5d, of Subsection C. General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements, of Section 26-196 Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby deleted in their entirety.

Section 5: Subsection D, Neighborhood Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted, and the following substituted in lieu thereof:

#### D. Neighborhood Frontages

- 1. Minimum Required Parking:
  - a. Residential uses in multi-unit buildings: 0.75 spaces per bedroom.
  - b. Residential uses in single-unit attached and detached, multi-unit rowhouse, two-unit, and cottage court configurations:
    - (i). Owner-occupied: 1 space per unit
    - (ii). Renter-occupied: 1 space per unit + one space per bedroom for each bedroom above 2.
  - c. Minimum required parking for non-residential uses is 1 space per 300 square feet.
- 2. When calculating required parking, the following rules shall apply:
  - a. any partial space 0.5 or above is rounded to the next whole number;
  - b. studio/efficiency units shall count as one bedroom for the purposes of calculating required parking;
  - c. Off-site parking is not permitted for any required parking in Neighborhood Frontages.

Section 6: Subsection E. Special Parking Standards, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted in its entirety.

INTRODUCED:	
PASSED 1 <sup>ST</sup> CONSIDERATION:	
PASSED 2 <sup>ND</sup> CONSIDERATION:	

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PASSED 3 <sup>RD</sup> CONSIDERATION:	
ADOPTED:	
	Robert M. Green, Mayor
ATTEST:	
Jacqueline Danielsen, MMC, City Clerk	

<b>ORDINANCE NO</b>	)
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AN ORDINANCE TO INCREASE THE PARKING REQUIREMENT FOR RESIDENTIAL USES IN MIXED-USE AND MULTI-UNIT BUILDINGS TO ONE PARKING SPACE PER BEDROOM WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) BY AMENDING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, WITHIN DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, establish parking requirements for residential uses; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider increasing the parking requirement for residential uses in mixed-use and multi-unit buildings to one space per bedroom; and

WHEREAS, at the public hearing at the Planning and Zoning Commission meeting on February 9, 2022, the motion to approve the Council's petition failed due to lack of a second to the motion and therefore is considered disapproved by the Planning and Zoning Commission; and

WHEREAS, with disapproval by the Planning and Zoning Commission, the amendments noted herein shall not become effective except by the favorable vote of at least two-thirds of all the members of the City Council.

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

Section 1: Subparagraph b. of Paragraph 3, Minimum Reserved Parking, of Subsection C, General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

b. Residential uses in mixed-use or multi-unit buildings: 1 space per bedroom. Note: studio/efficiency units shall count as one bedroom for the purpose of calculating required parking.

Section 2: Subparagraph a. of paragraph 1, Minimum Reserved Parking, of Subsection D, Neighborhood Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

a. Residential uses in multi-unit buildings: 1 space per bedroom. Note: studio/efficiency units shall count as one bedroom for the purpose of calculating required parking;

INTRODUCED:	March 7, 2022
PASSED 1 <sup>ST</sup> CONSIDERATION:	
PASSED 2 <sup>ND</sup> CONSIDERATION:	
PASSED 3 <sup>RD</sup> CONSIDERATION:	
ADOPTED:	
ATTEST:	Robert M. Green, Mayor
Jacqueline Danielsen, MMC, City Clerk	

ORDINANCE NO.
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AN ORDINANCE TO INCREASE THE PARKING REQUIREMENTS FOR RESIDENTIAL USES IN MIXED-USE AND MULTI-UNIT BUILDINGS WITHIN THE DOWNTOWN CHARACTER DISTRICT (CD-DT) TO 0.75 SPACES PER BEDROOM, BUT NOT LESS THAN ONE PARKING SPACE PER DWELLING UNIT, BY AMENDING CERTAIN SUBSECTIONS AND PARAGRAPHS WITHIN SECTION 26-196, CHARACTER DISTRICT PARKING AND LOADING, WITHIN DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the Downtown Character District zoning regulations, adopted November 1, 2021, establish parking requirements for residential uses; and

WHEREAS, the City Council has petitioned the Cedar Falls Planning and Zoning Commission to consider increasing the parking requirement for residential uses in mixed-use and multi-unit buildings to one space per bedroom; and

WHEREAS, at the public hearing at the Planning and Zoning Commission meeting on February 9, 2022, the motion to approve the Council's petition failed due to lack of a second to the motion and therefore is considered disapproved by the Planning and Zoning Commission; and

WHEREAS, as an alternative to City Council's petition, the Planning and Zoning Commission recommended approval of an amendment to increase the parking requirement for residential uses in mixed-use and multi-unit buildings in the Downtown Character District to 0.75 spaces per bedroom, but not less than 1 space per dwelling unit.

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

Section 1: Subparagraph b. of Paragraph 3, Minimum Reserved Parking, of Subsection C, General Urban, General Urban 2, and Storefront Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

b. Residential uses in mixed-use or multi-unit buildings: 0.75 spaces per bedroom, but not less than 1 space per dwelling unit. Note: studio/efficiency units shall count as one bedroom for the purpose of calculating required parking.

Section 2: Subparagraph a. of paragraph 1, Minimum Reserved Parking, of Subsection D, Neighborhood Frontages – Minimum Parking Requirements, of Section 26-196, Character District Parking and Loading, within Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

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a. Residential uses in multi-unit buildings: 0.75 spaces per bedroom, but not less than 1 space per dwelling unit. Note: studio/efficiency units shall count as one bedroom for the purpose of calculating required parking.

INTRODUCED:	March 7, 2022
PASSED 1 <sup>ST</sup> CONSIDERATION:	
PASSED 2 <sup>ND</sup> CONSIDERATION:	
PASSED 3 <sup>RD</sup> CONSIDERATION:	
ADOPTED:	
ATTEST:	Robert M. Green, Mayor
Jacqueline Danielsen, MMC, City Clerk	

# F · A · L · L · S

#### MAYOR ROBERT M. GREEN

#### CITY OF CEDAR FALLS, IOWA

220 CLAY STREET
CEDAR FALLS, IOWA 50613
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Zorelsen J. Carolina M. Caroli

**FROM:** Mayor Robert M. Green

**TO:** City Council

**DATE:** March 7, 2022

**SUBJECT:** Appointment of City Council Student Liaison

**REF:** (a) Cedar Falls City Council Resolution #20,502 Appointing a Student Liaison to

the City Council for an Indefinite Term dated April 17, 2017

1. In accordance with the requirements of reference (a), I hereby appoint Mr. Zachary Zippe as the Student Liaison to the City Council for a term beginning upon council approval and ending April 30, 2022.

- 2. Typically, this appointment is made in April for a term beginning May 1; due to the significant challenges posed by the Coronavirus Pandemic, the Northern Iowa Student Government was delayed in recommending a student for appointment to the position.
- 3. I have interviewed Mr. Zippe to discuss the Council's expectations for the role of the Student Liaison; from this conversation I am satisfied that he meets the qualifications required by the City Council in reference (a).

xc: City Clerk

Northern Iowa Student Government

#### CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers February 21, 2022

The City Council held a special work session at City Hall at 5:10 p.m. on February 21, 2022, with the following persons in attendance: Mayor Rob Green, Gil Schultz, Susan deBuhr, Daryl Kruse, Simon Harding, Dustin Ganfield, Dave Sires, and Kelly Dunn. Staff members attended from all City Departments. Members of the community attended the meeting and teleconferenced in.

Mayor Green introduced the only item on the agenda, Public Safety Director Position and Public Safety (PS) Model. He noted there would be no public input for this meeting. Mayor Green stated Council is looking for consensus on next steps for the Public Safety Director position opening: advertise for the position to be filled; appoint an interim Public Safety Director; or eliminate the position. Mayor Green also stated Council is looking for consensus on what, if any, additional information is needed to make further decisions. Mayor Green asked if Councilmembers wished to see the presentation put together by Public Safety on the current model or move to discussion; Council would like the presentation. Mayor Green introduced Police Chief Craig Berte, Fire Chief John Bostwick, and Public Safety Director Jeff Olson.

Chief Berte gave an overview of response to Police and Fire calls, including selfinitiated activity and emergency medical response. He stated that research has been done on several other cities' models to see how they operate; he stated that there are many other cross-trained professions, including military, and that 2/3 of firefighters in the U.S. are volunteer or paid-on-call with a different main occupation. He stated the Public Safety model has: 2 divisions, budgets, and chiefs; staffing between fire stations and police; nearly all staff are cross-trained; police carry fire gear and respond to fire calls; the model increases the number of firefighters at a scene and also provides additional staff at police scenes. He stated what has not changed with the transition to the Public Safety model. Chief Berte shared an organizational chart of Public Safety staff: fire, police, and shared services. He reviewed the state and City of Cedar Falls requirements for firefighters and stated there are standard training requirements and an order but no official timeline. Chief Bostwick detailed specific fire station staffing and stated that each year in January the Public Safety Officers (PSOs) get to choose where they want to be for the coming year. Councilmember Schultz asked if that choice affects fire and police staffing, and is seniority a factor; Chief Berte responded placement after choice is based on seniority and union agreement and there are a small number who don't get the assignment or shift assignment requested, and there are some positions that are designated, not chosen. Councilmember Sires asked how many fire fighter II personnel; Director Olson responded 22, and gave numbers for other Mayor Green asked how many supervisors have been through fire school, and is there a difference in pay; Director Olson stated 7 have, 1 is waiting on test results, and there is no pay difference. Chief Berte stated firefighters have, past initial training, ongoing annual trainings and listed some. Chief Berte stated before the PS model, fire had minimum staffing of 6, now the average response is 12; officers on

police shift respond to calls first and can assist before fire arrives: 3 police vehicles are equipped with Compressed Air Foam (CAF) systems which have a place for use on small, exterior fires but are not a replacement for regular fire suppression. Councilmember Schultz asked if the CAF system can be operated outside the PS model; Chief Berte responded ves, and almost all staff were trained on it prior to moving to the PS model. Councilmember Ganfield asked if the minimum number of fire station staffing was ever more than 6; Chief Bostwick stated it was 11 when he came on 40 years ago, so more people, with varying assignments: 2 off, 1 fire dispatcher, 3 assigned to the ambulance, 3 at station 2, and 2 assigned to the main fire truck. Councilmember Dunn stated fire calls are down about 40% nationwide and Chief Chief Berte referenced slides regarding 2019 fire calls and Bostwick agreed. responses. Chief Berte spoke about the approximate cost of providing the same level of response with separate police and fire departments, estimating an additional 21 fire fighters and 9 police officers at about \$3,000,000 annually; Councilmember Ganfield requested more specific numbers including salary and benefits; Councilmember Sires asked for clarification on starting pay for PSOs; Councilmember Schultz asked for the national average; Chief Berte provided starting wage through maximum salary, and noted he did not know the national average but the City is more concerned with Chief Berte provided some examples of call responses; comparable lowa cities. Councilmember Sires asked about Waterloo Police involvement in the stand-off; Chief Berte responded there were 6 or 7 officers from Waterloo with a Bearcat armored vehicle and drones, Cedar Falls utilized those assets from Waterloo. Director Olson stated that the teamwork in Black Hawk County, Waterloo, and Cedar Falls is great; Waterloo has equipment Cedar Falls doesn't; it's not a staffing issue usually when requesting help, it's asking for additional outside resources Cedar Falls doesn't have and it's also a cost-saving measure. Councilmember Sires asked about the 28E agreement with Janesville; Director Olson responded. Mayor Green requested clarification on the role of the PSO who rode to the hospital with the victim and how they are identified (as police or fire) and what is required identification; Chief Berte stated in that case, the first responder was identified as a fire fighter; Director Olson stated properly identifying oneself as an officer is necessary for information gathered to provide in court. Councilmember Schultz asked how to separate the role when acting in one capacity but there's a need to switch to the other; Director Olson stated fire trucks have storage for police gear (and it was earlier stated that fire gear is carried in police vehicles). Chief Berte spoke about a shooting in Cedar Falls stating there was initial police response, a Fire PSO rode in the ambulance, Fire PSO(s) provided medical treatment at the scene then assisted with crime scene investigation; that meant more responders at the site than with a traditional model. He stated Public Safety was able to provide additional officers to assist Waterloo during social justice protests and there is a larger pool for patrolling the Hill and Downtown where previously additional help was outsourced from the Sheriff's office. Chief Berte provided advantages and disadvantages of the PS model; he shared the ratings from Insurance Service Organization (ISO) for Fire. Councilmember Schultz asked about the cost of outfitting PSOs for both police and fire, and if gear can be reused; Chief Berte responded, referencing the slide for hiring more staff to separate departments, and state fire gear is reusable up to 10 years. Chief Berte talked about the Cedar Falls Public Safety Special Report released in 2021 and the 7 main goals it holds.

Mayor Green opened for Council discussion. Councilmember deBuhr asked about staff morale; Chief Berte stated morale is phenomenal; the Mayor asked if there was data; Chief Berte responded no, just a general sense; Chief Bostwick agreed; Councilmember Schultz asked about recent grievances, and Chiefs Berte and Bostwick stated none recently, and Chief Berte added that issues are addressed early, and often facilitated with Union leadership. Councilmember Dunn asked: what evidence, if any is there that the model is not working and Director Olson responded he can't think of any; what can be done to improve current delivery of public safety, and Director Olson responded there is review areas with room for improvement, some trainings could be improved, shift staffing, and turn-over; are these issues unique to Cedar Falls or part of the current culture, and Director Olson responded it's not unique to Cedar Falls, but the department is significantly low currently; is the model sustainable, and Director Olson responded absolutely. Mayor Green asked about PSOs who stated under oath they didn't want to switch to the PSO model, and attitudes about it; Director Olson stated people become PSOs for a number of reasons, including pay, and there can be varying levels of participation in the system. Councilmember Harding asked if Council had concerns on any actionable items; he questioned the budget and if an outside entity should look at it; asked about an anonymous work survey to see if staff wants changes; asked about data on other cities' training and requirements; asked about outside hiring and Councilmember Dunn stated at goal setting there was promotional practices. discussion of a staff survey; there was agreement that it is important. Councilmember Sires questioned the 30 additional employees and financial requirement of that to split departments back to separate, can it not be done with current staff; Chief Berte responded the additional staff number is to stop cross training but keep the response numbers achieved currently. Councilmember Schultz asked about standard physical fitness testing; Chief Bostwick stated air consumption and competence drills are conducted and applicants are required to complete the Cooper test, rated on an age and gender scale; Councilmember Schultz asked about carrying someone out of a fire; Chief Bostwick stated they work as a team, 2 people, and that's industry-wide. Chief Berte provided additional information about the Cooper test and the CPAT and what tests other cities use; he stated that after the entrance physical, officers cannot be required to continue to pass physicals legally but they can be offered and some places offer incentives if passed and training if not; and Cedar Falls encourages physical fitness; Councilmember Harding asked for additional information about what other cities do versus Cedar Falls to provide to constituents and Director Olson stated that could be done. Councilmember Schultz asked how the City decided to use the Cooper test; Chief Bostwick stated the Cooper test is only one hurdle before becoming a PSO, there's also a written test, interview, field training, fire training, etc. Councilmember Kruse stated the 7 main goals have 66 sub-goals that cover everything Council wants to discover about the progress of the PS model and stated he is comfortable moving ahead and in 6 months gauging the progress of those goals. Councilmember Harding asked about a cost analysis/ benefit of not making everyone cross train; Chief Berte responded the only way to get the number of responders to fire is cross-training, and

you know that cross-trained officers are able to help, you don't need to figure out who's had cross-training and can be sent. Mayor Green asked if there are those who don't want to be cross-trained but are; Chief Berte stated it is a concern, of current staff (74) about 20 are from pre-PS model and all but 2 fire and 2 police personnel are crosstrained but to advance they would need to be. Councilmember Harding stated it's important to get consensus on if Council wants to look into offering the option of not cross-training or continue the current model. Councilmember Ganfield guestioned if review should be internal or external and stated he wanted to re-implement career firefighters. Councilmember Dunn guestioned what concern prompted a need for thirdparty review, and who that entity would be; Mayor Green stated he has information on consulting firms; she stated at goal setting it was discussed to use the Special Report to check in and to implement the employee survey; she asked if the department leaders have said the current model isn't working. Councilmember Kruse stated his support of the current model and that the Special Report lays out topics of concern to continue evaluating the model. Councilmember Ganfield stated Council needs results from the climate survey, stated concerns with PS budget, and reiterated external review on merits and demerits of this system and others. Councilmember deBuhr stated support of using the goals from the Special Report.

Mayor Green asked for consensus to move forward with the current model and use the Special Report; consensus reached. Mayor Green asked for consensus for third-party evaluation effecting no change right now; Councilmember deBuhr asked if that would replace the survey; Finance and Business Operations Director Jennifer Rodenbeck stated the survey is slated to be initiated (lay groundwork) July 1 for fiscal year 2023; Councilmember Dunn stated she would support third-party review if the survey results indicated significant unhappiness with the current system but not before; Councilmember Kruse stated the seven goals cover currently discussed concerns unless Council wants to add any. Mayor Green asked about the Public Safety Director position and Director Olson's upcoming retirement; does Council give consensus to appoint an interim director while Council works out the issues; consensus reached. There was brief discussion of what other options might be and Director Olson gave a brief description of his position; it was determined to hold a follow-up meeting to discuss that role moving forward.

There being no further discussion, Mayor Green adjourned the meeting at 7:56 p.m.

Minutes by Katie Terhune, Administrative Assistant



#### 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:** Mayor Robert M. Green and City Council

FROM: Karen Howard, AICP, Planning & Community Services Manager

**DATE:** February 28, 2022

RE: Annual Reports of Boards and Commissions for 2021

Attached you will find summaries of agenda items in 2021 for the Planning and Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, the Housing Commission, and the Cedar Falls Bicycle/Pedestrian Committee.

#### PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission reviews and makes recommendations to the City Council on all types of land use matters within the community. The Commission is comprised of nine members approved by the Mayor and appointed by the City Council. The Planning and Zoning Commission reviews numerous requests each year, including requests for rezoning, subdivision plats, site plans for development projects, Downtown and College Hill façade reviews, and street vacations. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan and zoning code amendments. As the Commission meets twice each month, requests for Commission review are likewise accepted twice per month. Planning & Community Services Division staff develops staff reports and recommendations for the Commission and coordinates the Planning and Zoning Commission agendas and meetings.

Due to the COVID-19 pandemic, the Commission continued to meet both in-person and via videoconference to consider a broad range of rezonings, site plans, and subdivision requests. This year the Commission was focused on several large-scale community projects, the *College Hill Vision Plan* and consideration of a new zoning code for the Downtown Character District. The Commission approved the College Hill Vision Plan in March and considered the new Downtown code at four special work sessions and three formal public meetings, where they considered requests for amendments before forwarding their recommended draft to the City Council in May. Other projects included approval of rezonings to update and expand the Pinnacle Prairie Mixed Use development and for the Creekside Condominium project, which consists of six new multi-unit buildings along Cedar Heights Drive. New subdivision plats were

approved for West Fork Crossings and for the expansion of Autumn Ridge and Arbors subdivisions. A preliminary plat was also approved for the expansion of the City's West Viking Road Industrial Park. The Commission reviewed a number of site plans for new development in the HWY-1 zoning district, including a small retail center and a new Aldi's grocery store on Brandilynn Boulevard, and a Scooter's Coffee shop in Viking Plaza. A preliminary and final plat and site plan was approved for a new urgent care clinic on Prairie Parkway, which is currently under construction.

In addition to the 2021 Planning & Zoning Commission Annual Report and attendance record, a summary of the land use permits that were issued during the year is attached. Despite the pandemic, the number of permits issued each year has continued to increase.

#### **Board of Adjustment**

The Board of Adjustment is empowered by State law to consider variances and special exceptions from the terms of the City Zoning Ordinance. The Board is asked to carefully consider the evidence presented at the hearing and weigh whether there is sound justification to allow deviation from the terms of the Zoning Ordinance. This is an autonomous body with quasijudicial powers, whose members are approved by the Mayor and appointed by the City Council. Decisions by the Board can be appealed to District Court. The 7-member Board considers each request for a variance or special exception on its own merits. Requests for variances are rare, but many of those received relate to development in the floodplain so the careful scrutiny by the Board of Adjustment is helpful in allowing reasonable use of flood-prone properties, while ensuring that the goals of flood protection and community safety are met. Planning & Community Services Division staff prepares staff reports and recommendations to the Board and coordinates Board of Adjustment agendas and meetings.

The Board held three meetings during 2021: one to discuss the possibility for future review of conditional use permits; one to consider a variance for a side yard setback; and a meeting to discuss four variances for a property located in the Floodway District on Cottage Row Road.

#### **Historic Preservation Commission**

The Historic Preservation Commission was established by the City Council in 2011. The Commission reviews policies and programs of the city related to historic preservation. Their primary objectives are to maintain an inventory of historic resources of Cedar Falls, to educate the public on matters related to the history of Cedar Falls, and to be a voice for historic preservation.

The Commission held eleven meetings in 2021. The Commission completed two educational events: Cedar Heights Neighborhood presentation and walking/biking tour; and a "scavenger hunt" using photos of historic buildings on the UNI campus. The Commission was also instrumental in obtaining a grant for restoration of the historic Sessions headstone in the Fairview Cemetery.

#### **Group Rental Committee/Board of Rental Housing Appeals**

The Group Rental Committee was created to consider whether new rental applications requesting higher levels of occupancy (3, 4, or 5 individuals aged 18 years or older) are appropriate to the property and neighborhood in which the property is located. The Group Rental Committee is comprised of the Planning & Community Services Manager, the Building Official, and the Fire Chief. The Committee meets on a regular basis when applications for new single-unit dwelling or duplex rentals are received or when rentals are changing ownership. The Board of Rental Housing Appeals was created to review all appeals from the decisions of the Group Rental Committee and other appeals related to rental properties. The Board is comprised of seven citizens approved by the Mayor and appointed by the City Council. The Board meets as needed. A complete copy of the 2021 Annual Report of Activities for both the Group Rental Committee and the Board of Rental Housing Appeals is attached for your review.

#### **Housing Commission**

The Cedar Falls Housing Commission is comprised of seven members approved by the Mayor and appointed by the City Council. The Commission acts as an advisory board to the City Council. Their role is to consider special projects for meeting the housing needs of low-income families, elderly and handicapped persons. They review projects and programs funded through the federal Community Development Block Grant awarded to Cedar Falls from the U.S. Department of Housing and Urban Development (HUD). They also hear matters related to the City's Housing Choice Voucher Program, which is a rental assistance program also funded with federal funds. Details of the Housing Commission activities in 2021 are listed in the attached summary report.

#### **Cedar Falls Bike/Pedestrian Committee**

This Advisory Committee is a fifteen member volunteer group that meets monthly. The Committee's mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity. The Committee has focused on the essential elements, five categories known as the "Five E's", being Engineering, Education, Encouragement, Enforcement, and Evaluation. The 2021 Annual Report of Activities is attached for your review.

# CEDAR FALLS PLANNING AND ZONING COMMISSION Annual Summary 2021

#### **January 13, 2021**

1.	Final Plat for Arbors Fourth Addition (Case #FP20-005)
2.	Final Plat for Pinnacle Prairie Commercial South Phase III, Second Addition (Case #FP20-003)APPROVED.
3.	Site Plan for Pinnacle Prairie Senior Living Facility (Case #SP20-011) APPROVED.
	<u>January 27, 2021</u>
1.	College Hill Neighborhood Overlay Review-704-706 W. 28th Street (Case #DR20-008)
	<u>February 10, 2021</u>
1.	Presentation of the draft Imagine College Hill! Vision Plan
2.	College Hill Neighborhood Overlay Review, 704-706 W 28th Street (Case #DR20-008)  Bedroom Additions
	<u>February 17, 2021</u>
1.	Special Meeting - Presentation of the draft Downtown Character District Zoning Code
	<u>February 24, 2021</u>
1.	College Hill Neighborhood Overlay Review, 704-706 W 28th Street (Driveway Only; Case #DR20-008)
2.	CBD Overlay Site Plan, 7th & Main (Case #SP20-012) CONTINUED TO NEXT MEETING.
3.	Central Business District Overlay Design Review, 4th & Main (Case #DR21-001)
4.	Land Use Map Amendment & Rezoning from M-1 to HWY-1, 7009 Nordic Drive (Case #RZ21-002)CONTINUED TO NEXT MEETING.

#### **February 24, 2021**

1. Special Work Session - Commission review of Downtown Character District Code

#### March 3, 2021

1. Special Work Session - Commission review of Downtown Character District Code

#### March 10, 2021

1.	CBD Overlay Site Plan, 7 <sup>th</sup> & Main (Case #SP20-012)DEFERRED BY APPLICANT.
2.	Land Use Map Amendment & Rezoning from M-1 to HWY-1 (Case #RZ21-002)  CONTINUED TO NEXT MEETING.
3.	Imagine College Hill - Vision Plan
	MARCH 10, 2021
1.	Special Work Session – Commission review of Downtown Character District Code
	MARCH 17, 2021
1.	Special Work Session - Commission review of Downtown Character District Code
	March 24, 2021
1.	CBD Overlay Site Plan, 7 <sup>th</sup> & Main (Case #SP20-012)DEFERRED BY APPLICANT.
2.	Land Use Map Amendment & Rezoning from M-1 to HWY-1 (Case #RZ21-002)  CONTINUED TO NEXT MEETING.
3.	Central Business District Overlay Design Review (Case #DR21-002)APPROVED.
4.	Rezoning from A-1 Agricultural District and R-1 Residential District to MU Mixed Use Residential District (RZ21-001), and to update the Pinnacle Prairie Master Plan to include new area
5.	Imagine College Hill! Vision Plan – Public Hearing
6.	Downtown Character District – Rezoning and Zoning Code Text AmendmentsINITIAL FORMAL DISCUSSION – SET PUBLIC HEARING DATE FOR TEXT AMENDMENTS.

#### April 14, 2021

1.	CBD Overlay Site Plan, 7th & Main (Case #SP20-012)DEFERRED BY APPLICANT
2.	Land Use Map Amendment & Rezoning from M-1 to HWY-1 (Case #RZ21-002)
3.	Rezoning from A-1 Agricultural District and R-1 Residential District to MU Mixed Use Residential District (RZ21-001), and to update the Pinnacle Prairie Master Plan to include new area
4.	Downtown Character District - Zoning Code Text Amendments
5.	Central Business District Overlay Design Review, Wheatpasting (Case #DR21-003)
6.	College Hill Neighborhood Overlay Review, 704-706 W. 28 <sup>th</sup> Street (Case #DR21-005)
7.	Minor Subdivision Plat – Lot 2 of Blain's Corner 2nd Addition (Case #MP21-001)
8.	Hwy-1 Site Plan – Aldi's (Case #SP21-005)CONTINUED TO NEXT MEETING.
	<u>April 28, 2021</u>
1.	CBD Overlay Site Plan, 7th & Main (Case #SP20-012)DEFERRED BY APPLICANT.
2.	Minor Subdivision Plat – Lot 2 of Blain's Corner 2nd Addition (Case #MP21-001)
3.	Hwy-1 Site Plan – Aldi's (Case #SP21-005)
4.	Downtown Character District – Rezoning & Zoning Code Text Amendments
5.	Rezoning of property in the proposed Downtown Character District (Case #RZ21-004)  SET DATE OF HEARING.
6.	HWY-1 Site Plan – Scooter's Coffee, 315 Viking Plaza Drive (Case #SP20-012) APPROVED.
7.	Central Business District Overlay Design Review – Taylor Vet Clinic, 315 State Street (Case #DR20-004)

#### May 12, 2021

1.		Amendment of Master plan for Autumn Ridge Development (10th Addition) APPROVED.
2.		Preliminary Plat and Final Plat for Autumn Ridge 10th Addition
3.		Zoning Code Text Amendments – Downtown Character District Regulations APPROVED.
4.		Rezoning of property in the proposed Downtown Character District (Case #RZ21-004)
		<u>May 26, 2021</u>
	1.	Easement Vacation, 422 Main Street (Case #VAC20-001)
	2.	College Hill Neighborhood Overlay – Design Review for Projecting Sign, 2125 College Street, Suite E (Case #DR21-006)
		<u>June 9, 2021</u>
1.		Preliminary Plat, 5909 Prairie Parkway (Case #PP21-001)
2.		Final Plat, 5909 Prairie Parkway (Case #FP21-001)CONTINUED TO NEXT MEETING.
3.		Site Plan, 5909 Prairie Parkway (Case #SP21-006) CONTINUED TO NEXT MEETING.
		<u>June 23, 2021</u>
1.		Preliminary Plat, 5909 Prairie Parkway (Case #PP21-001)
2.		Final Plat, 5909 Prairie Parkway (Case #FP21-001)APPROVED.
3.		Site Plan Review, 5909 Prairie Parkway (Case #SP21-006)
4.		Site Plan Review, 703 Brandilynn Blvd. (Case #SP21-007)
5.		Land Use Map Amendment (LU21-001) from Medium Density Residential to Community Commercial; and Rezoning (RZ20-009) from A-1: Agricultural District, C-2: Commercial District, and S-1: Shopping Center District to PC-2: Planned Commercial District – Thunder Ridge Development

#### July 14, 2021 - MEETING CANCELLED

#### July 28, 2021

#### August 11, 2021

- 2. Minor Plat for property at 2520 & 2522 Hiawatha Road (Case # MP21-003)........ APPROVED.

#### **August 25, 2021**

- 2. Rezoning from R-4 Multiple Residence District to C-2 Commercial District 515 & 523 W. 2nd (RZ21-006)PUBLIC HEARING CONTINUED TO NEXT MEETING AT APPLICANT'S REQUEST.
- 3. MU District Site Plan (SP21-011) Bluebell Health Plaza OBGYN Addition ......... APPROVED.
- 4. Land Use Map Amendment and Rezoning from C-1 Commercial District to R-P Planned Residence District Creekside Condos (LU21-001 and RZ21-005) ..... SET PUBLIC HEARING.

#### September 8, 2021

1. Land Use Map Amendment (LU21-001) from Medium Density Residential to Community Commercial; and Rezoning (RZ20-009) from A-1: Agricultural District, C-2: Commercial

	District, and S-1: Shopping Center District to PC-2: Planned Commercial District – Thunder Ridge Development
2.	Rezoning from R-4 Multiple Residence District to C-2 Commercial District - 515 & 523 W. 2nd (RZ21-006)
3.	Land Use Map Amendment and Rezoning from C-1 Commercial District to R-P Planned Residence District – Creekside Condos (LU21-001 and RZ21-005)
4.	CBD Overlay Design Review (DR21-008) – 215 Main StreetAPPROVED.
5.	Minor Plat (MP21-004) - Lots 18, 19, and 20 of Sands Addition (Boe Minor Plat) APPROVED.
6.	Rezoning from R-1 Residence District and C-2 Commercial District to C-2 Commercial District – Direct Appliance (RZ21-007)
	<u>September 22, 2021</u>
1.	Rezoning from R-1 Residence District and C-2 Commercial District to C-2 Commercial District Direct Appliance (RZ21-007)
	October 13, 2021
1.	MU District Site Plan Review – Greenhill Village Car Wash (SP21-012) APPROVED.
2.	Preliminary Plat – West Fork Crossing (PP21-003)CONTINUED TO NEXT MEETING.
	October 27, 2021
1.	Preliminary & Final Plat – Creekside Luxury Condos (PP21-005 & FP21-002)
2.	Petition to Renew the Downtown Self Supporting Municipal Improvement District (SSMID)
3.	Preliminary Plat – West Fork Crossing (PP21-003)
4.	Planned Residential District Site Plan – Creekside Luxury Condos (SP21-010)
	November 10, 2021

2. Planned Residential District Site Plan – Creekside Luxury Condos (SP21-010)..... APPROVED.

#### November 23, 2021 - MEETING CANCELLED

#### **December 8, 2021**

1.	College Hill Design Review for Kwik Trip Remodel at 2019 College St. (DR21-009)
2.	Preliminary Plat for Cedar Falls West Viking Road Industrial Park, Phase V (PP21-007)
	<u>December 22, 2021</u>
1.	Preliminary Plat for Cedar Falls West Viking Road Industrial Park, Phase V (PP21-007)
2.	Amendment to Site Plan for River Place Plaza (SP21-017)

### **2021 Planning & Zoning Commission Attendance**

Chair: Brad Leeper Vice Chair: Kyle Larson

	1/13	1/27	2/10	2/17	2/24	2/24	3/3	3/10	3/10	3/17	3/24	4/14	4/28	5/12	5/26	6/9	6/23	Mid-year tally	7/14	7/28	8/11	8/25	9/8	9/22	10/13	10/27	11/10	11/23	12/8	12/22	Total Ratio	% Attend
Crisman	NA    NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			NA	NA	NA	NA	NA	NA	NA	Х	N.A	Х	Х	3/3	100%							
Grybovych Hafermann	NA    NA	NA	NA	NA	NA	NA	NA	NA	NA	NA			NA	NA	NA	NA	NA	NA	NA	Х	M E	х	х	3/3	100%							
Hartley	х	х	х	X	Х	х	0	х	х	х	0	х	х	0	х	Х	х	14/17		0	0	0	Х	Х	х	0	Х	E	х	х	20/27	74%
Holst	0	Х	Х	Х	Х	х	Х	0	0	х	Х	Х	х	0	0	Х	х	12/17	ED	Х	х	х	0	Х	х	Х	Х	] <u>i</u>	0	х	20/27	74%
Larson	0	х	х	х	X	х	х	х	х	х	X	х	х	Х	х	0	х	15/17	Ή	х	х	х	х	х	х	Х	Х	N	х	0	24/27	89%
Leeper	х	Х	Х	0	X	х	Х	х	х	0	X	х	х	Χ	х	Α	х	14/17	ANC	х	х	х	Х	0	0	Х	Х		Х	0	21/26	81%
Lynch	х	Х	Х	X	X	х	Х	х	х	0	X	х	х	Χ	х	X	0	15/17	<b>D D</b>	0	х	х	Х	Х	х	Х	Х	C A	Х	х	22/27	81%
Moser	NA    NA	NA	NA	NA	NA	NA	NA	NA	NA	NA		N L	NA	NA	NA	NA	NA	NA	NA	Х	N	Х	х	3/3	100%							
Prideaux	х	х	0	х	S	s	s	s	s	0	X	х	х	Х	х	X	х	10/17	MEE	х	0	х	х	х	R	R	R	E	R	R	14/17	82%
Saul	х	Х	Х	X	X	х	Х	х	х	х	Х	х	х	Х	х	X	х	17/17		х	х	0	Х	Х	х	Х	Х	] L   L	0	х	25/27	93%
Schrad	Х	Х	Х	X	X	х	Х	0	х	х	Х	Х	х	0	х	X	х	15/17		х	Х	0	Х	Х	0	Х	R	E	R	R	20/24	83%
Sears	х	Х	0	X	Х	х	Х	х	х	0	Х	Х	0	Х	х	Х	х	14/17		х	0	х	Х	R	R	R	R	D	R	R	17/21	81%

X - Indicates Present

O - Not Present

NA - Not Appointed

R - Resign

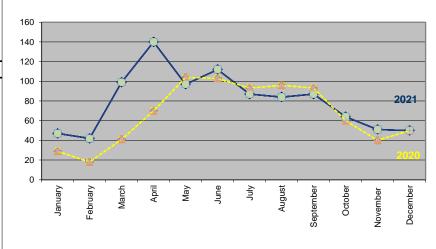
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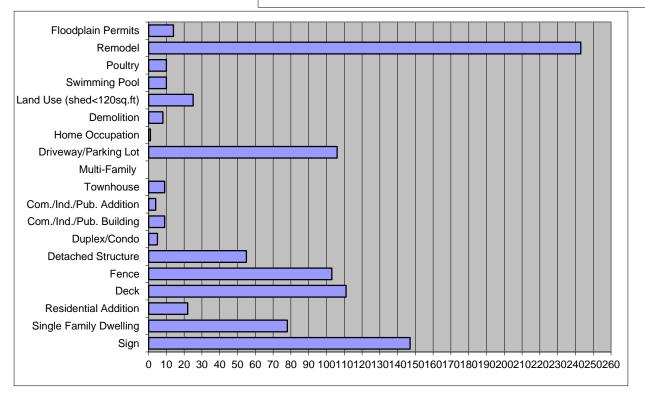
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### LAND USE PERMITS ISSUED IN THE 2021 CALENDAR YEAR BY THE PLANNING DIVISION FOR THE CITY OF CEDAR FALLS

	PLANNING L
PERMIT CATEGORY	TOTAL
Sign	147
Single Family Dwelling	78
Residential Addition	22
Deck	111
Fence	103
Detached Structure	55
Duplex/Condo	5
Com./Ind./Pub. Building	9
Com./Ind./Pub. Addition	4
Townhouse	9
Multi-Family	0
Driveway/Parking Lot	106
Home Occupation	1
Demolition	8
Land Use (shed<120sq.ft)	25
Swimming Pool	10
Poultry	10
Remodel	243
Floodplain Permits	14
Total	960

MONTH	2021	
January	47	29
February	42	18
March	99	41
April	140	70
May	97	104
June	112	103
July	87	93
August	84	96
September	87	93
October	64	60
November	51	40
December	50	50
Total	960	797





# CEDAR FALLS BOARD OF ADJUSTMENT Annual Summary 2021

#### January 7, 2021 - Special Meeting

- 1. The Board held election of officers for the 2021 calendar year.
- 2. A discussion was held on the process for conditional use to allow the repurposing of obsolete institutional buildings.

#### **February 16, 2021**

Request by Mathew Ackerson for 1810 Timberledge Drive for a variance to allow a allow an encroachment of nine (9) feet, six (6) inches into the required 20 foot side yard width.

APPROVED

March 16, 2021 - NO MEETING

April 20, 2021 - NO MEETING

May 18, 2021 - NO MEETING

**June 15, 2021 – NO MEETING** 

**July 20, 2021 – NO MEETING** 

August 17, 2021 – NO MEETING

September 21, 2021 – NO MEETING

October 19, 2021 – NO MEETING

November 16, 2021 - NO MEETING

#### **December 21, 2021**

Request by Jason Krosch and DesiRae Donlan for 1722 Cottage Row Road for a total of four variances to allow: 1) a residential use in the Floodway Overlay District; 2) a new building or structure to be built in the Floodway Overlay District; 3) a structure to be used for human habitation; and, 4) a reduction of the rear yard for a residence from 30 feet to 10 feet. MOTIONS TO APPROVE ALL VARIANCES FAILED

Chair: Mike Mangin Vice Chair: Jennifer Rasmussen

	BOARD OF ADJUSTMENT ATTENDANCE JANUARY 2021THROUGH DECEMBER 2021													
	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May 2021	June 2021	July 2021	Aug. 2021	Sept. 2021	Oct. 2021	Nov. 2021	Dec. 2021	Total Ratio	% Attend.
Beach	Х	Х	/	/	/	/	/	/	/	/	/	0	2/3	67%
Lang	Х	Х	/	/	/	/	/	/	/	/	/	Х	3/3	100%
Mangin	Х	Х	/	/	/	/	/	/	/	/	/	Х	3/3	100%
Miller	Х	Х	/	/	/	/	/	/	/	/	/	Х	3/3	100%
Rasmussen	Х	Х	/	/	/	/	/	/	/	/	/	Х	3/3	100%
Sorensen	Х	Х	/	/	/	/	/	/	/	/	/	Х	3/3	100%
Weeg	Х	Х	/	*	*	*	*	*	*	*	*	*	2/2	100%

<sup>\*</sup>Weeg resigned in March

Χ = Present = Not Present = No Meeting

# CEDAR FALLS HISTORIC PRESERVATION COMMISSION 2021 Annual Summary.

#### January 12, 2021

- Commission discussed updates on 16<sup>th</sup> Brick Street
- Commission discussed potential education projects for the year including organizing scavenger hunt concentrating on properties on College Hill or UNI campus or with churches.
- Commission discussed plan book house design and public attendees offered some insights about the book.

#### February 09, 2021

- Commission discussed updates on 16<sup>th</sup> Brick Street.
- Commission decided to develop scavenger hunt concentrating on UNI campus focused on two aspects: public art and buildings.
- Commission discussed updates to annual CLG report 2020 and added key information to complete the report.

#### March, 2021

No meeting due to lack of a quorum.

#### April 13, 2021

- Commission and public attendees shared information about 16<sup>th</sup> Brick Street.
- Commission shared updates on Scavenger Hunt project
- Commission discussed Cedar Heights Neighborhood in-person tour
- City staff shared the resources received from a donor about "The City Beautiful" book and shared some pieces of historical information.
- Public attendees shared concerned about fallen Sessions headstone, a
  Civil War Era grave marker in Fairview Cemetery and asked commission
  to look into a grant to restore it as it marks a family of historical
  significance.

#### May 11, 2021

- Commission discussed arrangements for the "History of Cedar Heights Tour" event. Commission to give a presentation in the park and then encourage self-guided biking/walking using the trail map prepared.
- Commission learned about Fortepan Iowa, an organization that is collecting, compiling and sharing historical images from the past, texts, articles and graphics of communities throughout Iowa and organizing them in a historical timeline.
- Commission shared findings on available grants that can be applied for to restore the fallen Session's headstone at Fairview Cemetery and also discussed possible quotes received from vendors to restore the same.

#### June 08, 2021

- Commission discussed Cedar Heights architectural tour.
- Commission to apply for a Community Foundation grant to restore Sessions headstone in Fairview Cemetery. Cost of restoration is estimated to be \$880. Item will be forwarded to City Council for approval prior to submitting the grant application.
- Public attendees shared information about recently purchase of Session's house on Main Street and stated their plans to restore the house. Also, public attendees mentioned that the house will be allowing visitors during Sturgis Festival.
- Commission shared their experience from recently attended Preserve lowa Summit.

#### July 13, 2021

- Commission discussed Cedar Heights Walking/Biking tour and discussed changes to poster invites.
- Commission updated that the grant application for restoring Sessions headstone is submitted and the results are expected by end of the month.
- Commission and public attendees shared information about Fortepan lowa Project. Director of Fortepan lowa, Bettina Fabos, shared insights about the development of program and explained a few features of the Fortepan lowa website.

#### August 10, 2021

- Commission discussed final updates on "Cedar Heights Walking and Biking tour" and finalized that the event will be happening next month in Pfeiffer's Spring Park.
- Commission provided updates on missing information on preparing Scavenger Hunt sheet and will be looking into explaining the event to College Hill Partnership meeting to get more support.
- City staff shared that the grant application submitted for restoring "Session's headstone" has been approved and Commission to solicit quotes from vendors to restore it.

#### September 14, 2021

- City staff shared that the "Cedar Heights" event was successful and well attended. Much praise was received for the event.
- Commission shared updates from College Hill Partnership Meeting and discussed timeline of holding the "Scavenger Hunt" event.
- Commission discussed property at 415 Walnut Street and Odd Fellow's house which are at risk and newly identified historically significant buildings or sites.

#### October 12, 2021

- Commission discussed updates on Scavenger Hunt event.
- City Staff noted that the Session's Headstone will soon be restored.

#### **November 09, 2021**

- City staff discussed the final updates on UNI Scavenger Hunt sheet.
- Commission along with public attendees expressed their concerns about possible demolition of two historic buildings (Honors Cottage and Alumni House) on UNI campus. Commission discussed possible options to prevent demolition. Staff noted that any action must be approved by the City Council.
- City staff updated that the work on restoration of "Session's headstone" is likely to be completed in the upcoming week and organizing a photo-op.

#### **December 14, 2021**

- Commission discussed findings and updates on preservation of Honors Cottage and Alumni House on UNI campus.
- City staff updated commission that the scavenger hunt event is ongoing.
- Commission discussed new project ideas for the upcoming year including conducting historic house tours, and may be also do a presentation on recognizing historical houses in neighborhoods.
- City staff updated commission members that the work on restoration of "Sessions headstone" is completed and it will be featured in the upcoming Currents magazine.

Chair: Julie Etheredge Vice Chair: Nathan Arndt

	HISTORIC PRESERVATION COMMISSION ATTENDANCE JANUARY 2021 THROUGH DECEMBER 2021														
	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019		Aug. 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Total Ratio	% Attend.
Nathan Arndt	Х	Х		0	0	Х	0		Х	Х	0	Х	0	6/11	54%
Sally Timmer	Х	Х	Ď(	Х	Х	Х	Х		Х	Х	Х	Х	Х	11/11	100%
Julie Etheredge	Х	Х	No Meeting	0	0	0	0		Х	Х	Х	Х	Х	7/11	63%
Michael Mahncke	Х	Х	N	Х	Х	0	Х		Х	Х	0	Х	Х	9/11	81%
Brian Hayes	Х	0		Х	Х	Х	Х		Х	0	0	Х	0	7/11	63%

X = Present

O = Not Present

# CEDAR FALLS BOARD OF RENTAL HOUSING APPEALS 2021 Annual Summary

Following is a summary of the activity of the Board of Rental Housing Appeals (BRHA) including some indication of if those cases were officially considered by the Group Rental Committee (GRC). Note that the Group Rental Committee is not authorized to grant higher occupancy in change of ownership cases where the lot does not meet minimum size standards but will often inform staff's recommendations to the BRHA. Staff provides analysis and recommendation to the BRHA based on the characteristics of the site and carrying capacity of the property. The occupancy listed in the table is the number approved by the BRHA:

				· · · · · · · · · · · · · · · · · · ·	<u>ate</u> I/Approved
Address	<u>Owner</u>	Requested Occupancy	Approved for	<u>GRC</u>	<u>BRHA</u>
2510 Tremont Street	Dan and Lori Berregaard	4	4	appealed	3/22/2021
812 Melrose Drive	Andrew and Jessica Schoof	4	4	appealed	5/3/2021
1318 W 5 <sup>th</sup> Street	Jay Handsaker	4	3	appealed	6/21/2021
915 Clay Street	Josh Hanson	4	4	appealed	11/1/2021
1209 Main Street	Phil Tentinger	4	4	appealed	11/1/2021

The Board of Rental Housing Appeals is comprised of the following members:

Chair: Dan Berregaard Vice Chair: Pending Election

Member: Cindy Wiles

Member: Mary Jane McCollum

Member: Bruce Wingert Member: Kim Kranz

Member: Pending Appointment Member: Pending Appointment

Below is a summary of attendance:

	BOARD OF RENTAL HOUSING APPEALS ATTENDANCE JANUARY 2021 THROUGH DECEMBER 2021													
	Jan. 2021	Feb. 2021	Mar. 22 2021	Apr. 2021	May. 03 2021	June 21 2021	July 2021	Aug. 2021	Sep. 2021	Oct. 2021	Nov. 01 2021	Dec. 2021	Total Ratio	% Atten d.
Cindy Wiles	0	<b>1</b>	Х	E	Х	Х	70	9	6	7	Х	<b>1</b>	4/4	100%
Kim Kranz	No meeting	No meeting	Х	No meeting	Х	Х	No meeting	No meeting	No meeting	No meeting	Х	No meeting	4/4	100%
Mary Jane McCollum	2	2	Х	Z	Х	Х	Z	Z	2	2	Х	2	4/4	100%

Dan Berregaard		Х	X	Х			6	3/4	75%
Bruce Wingert		Х	R	0			Х	2/3	66%
Chris Martin (resigned)		Х	Х	N/A			N/A	2/2	100%
Vacant Seat		N/A	N/A	N/A			N/A	N/A	N/A

X = Present O = Not Present

R = Recused due to conflict N/A = Member was no longer serving on Board

# CEDAR FALLS HOUSING COMMISSION Annual Summary 2021

<u>January 12, 2021</u>	
1. Section 8 Status Report	DISCUSSION
2. CDBG-CV2 – CARES ACT funds through the State of Iowa	APPROVED
February 9, 2021 – No Meeting	
March 9, 2021 - No Meeting	
April 13, 2021 - No Meeting	
May 11, 2021- Meeting held without a quorum since only discussion items of	n agenda
1. CDBG Annual Action Plan (FFY21)	DISCUSSION
2. Review of HOME projects	DISCUSSION
3. Section 8 Status Report	DISCUSSION
4. Summary of CDBG and CARES Act Funds	DISCUSSION
<u>June 9, 2021</u>	
CDBG Annual Action Plan (FFY21)	APPROVED
<u>July 13, 2021 - No Meeting</u>	
August 10, 2021	
CDBG CARES Act (CDBG-CV1) qualifying rehabilitation projects	APPROVED
<u>September 14, 2021</u>	
1. FFY 2021 CAPER	DISCUSSION
2. FFY 2021 CDBG Service Awards	APPROVED
3. Rental Rehabilitation Program	APPROVED

4.	HOME Projects	DISCUSSION
<u>Oc</u>	ctober 12, 2021	
1.	FFY 2021 CAPER	APPROVED
2.	Amend Contract with Eastside Ministerial Alliance	APPROVED
3.	CDBG FFY 2021 process update	DISCUSSION
4.	CARES-CV funds update	DISCUSSION
No	ovember 9, 2021	
1.	Updated Administrative Plan for Housing Choice Voucher Program	APPROVED
2.	Section 8 Status Report	DISCUSSION

#### December 14, 2021- No Meeting

Chair: Gary Winterhof Vice Chair Helen Pearce

	HOUSING COMMISSION ATTENDANCE JANUARY 2021 THROUGH DECEMBER 2021													
	Jan. 2021	Feb. 2021	Mar. 2021	Apr. 2021	May 2021	June 2021	July 2021	Aug. 2021	Sept. 2021	Oct. 2021	Nov. 2021	Dec. 2021	Total Ratio	% Attend.
Frazier	0				0	0		0	0	0	0		0/7	0%
Heston	Х				Х	Х		X	Х	Х	Х		7/7	100%
Pearce	Х	ng	ng	bu	Х	Х	ng	0	Х	Х	Х	ng	6/7	86%
Phalen	Х	meeting	meeting	meeting	0	Х	meeting	Х	Х	Х	Х	No meeting	6/7	86%
Pieters	Х	No	No	Š	0	R	No	R	R	R	R	2	1/2	50%
Timmerman	0				0	0		X	0	0	0		1/7	14%
Winterhof	Х				Х	Х		X	Х	Х	Х		7/7	100%

X = Present

O = Not Present

R = Resigned







### ANNUAL REPORT for the year January through December 2021 Cedar Falls Bicycle and Pedestrian Advisory Committee

#### 2021 COMMITTEE MEMBERSHIP

Luann Alemao Chris Sevy: Cedar Falls City Liaison

Lisa Brodersen Matt Tolan: Cedar Falls Engineering Liaison

Russ Clark Zach Ladage: Cedar Falls Public Safety

Kim Cross Austin Lechtenberg: Cedar Falls Public Safety

Codie Leseman: INRCOG Liaison

John DeGroote Matt Dunning

Joe Hackenmiller

Nancy Hamilton

Bob Lentz

Mike McCallum

Andrew Shroll: Chair

Roger White: Vice-Chair

MEETING SCHEDULE: Normal monthly meetings are held at the Cedar Falls City Hall Duke Young Conference Room on the first Tuesday of each month from 5:15 to 6:30 pm.

MISSION STATEMENT: The Committee's Mission is to improve the quality of life in Cedar Falls through increased opportunity for safe walking and bicycling as viable means of transportation and physical activity.

#### ANNUAL REPORT ON GOALS

#### **GOALS REALIZED IN 2021**

- 1. Approved Bicycle Network Plan Update
- 2. Gained public input on Bicycle Network Plan Update (meetings and questionnaire)
- 3. Formal request made to become a commission
- 4. Council adopted bicycle and pedestrian plans for Main St reconstruction
- 5. Urged council to maintain a strong Complete Streets policy
- 6. Utility Parkway at Waterloo Road painted crosswalk
- 7. Viking Road pedestrian crossing interim improvements to crossing signal
- 8. National Bike Month live discussion on Cedar Falls social media page
- 9. Successfully supported George Wyth State Park trail restoration efforts with grant statements grants received for 1,000 ft of trail repair and 1.5 miles of reconstruction

#### **GOALS FOR 2022**

- 1. Council adoption of Bicycle Network Plan Update
- 2. Complete the process of becoming a commission
- 3. Formalize process of reviewing and approving snow removal plans
- 4. Collaborate with INRGOC, Cedar Falls Tourism, and Cedar Trails Partnership on interactive map
- 5. Advise design standards for bicycle parking racks
- 6. Apply for renewal of Bicycle Friendly Community status and investigate obtaining Silver status
- Outline a process for addressing community concerns, using steps taken for CFU intersection as a model
- 8. Substantive in-person activities focusing on the "Five E's" for creating safe and useable accommodations for bicyclists and pedestrians:

ENGINEERING – Creating safe and convenient places to walk, ride and park

EDUCATION – Giving people of all ages and abilities the skills and confidence to ride and walk

ENCOURAGEMENT – Creating a strong bike and pedestrian culture that welcomes and celebrates both modes of transportation

ENFORCEMENT – Ensuring safe roads and sidewalks for all users

EVALUATION – Planning for bicycling and walking as safe, viable transportation options

#### COMMITTEE RECOMMENDATIONS FOR CITY and STATUS

Elevate the Cedar Falls Bicycle / Pedestrian Advisory     Committee to a standing committee similar to current boards     and commissions	Pending Council action
Adopt revised Bicycle Network Plan	Pending Council action
Amend Bicycle Ordinance based on committee recommendations	Pending Council action
Adopt clearly stated policy that bicycles "May Use Full Lane"     without sharrow	No action in 2021
Monitor pedestrian/motor vehicle and bicycle/motor vehicle collision and injury statistics	No action in 2021
Provide funds for designation of staff to serve as     Bicycle/Pedestrian Program Manager(s)	No action in 2021
Mark the entire Cedar Falls Bicycle Network with signage and paint where appropriate	Maintenance only in 2021
Assess intersections and continuity of pedestrian and bicycle routes, integrating needs into long-term plan	In Progress
Adopt snow removal recommendations for specified trails	Some trails cleared

#### Specific locations:

Root damage trail repair	Pending City action
Add Grand Boulevard trail segment where road is discontinuous	No action in 2021
Waterloo Rd/Utility Pkwy intersection improvements	First step complete (crosswalk painting)
Viking Road crossing improvements	First step complete (lighting)
5. Cedar Heights Drive bike paved shoulders south of Viking Rd	Not funded

#### LONG-TERM GOALS

- 1. Increase continuity and safety of bicycle routes for transportation
- 2. Increase walkability and pedestrian friendliness in Cedar Falls
- 3. Implement recommendations captured in Metropolitan Pedestrian Master Plan
- Encourage the city to apply for and secure grant funds for bicycle and pedestrian intersection and connectivity improvements
- 5. Obtain Silver Bicycle Friendly Community status for Cedar Falls
- 6. Update neighborhood design standards to include bicycle and pedestrian accommodations and "walkable community" zoning practices

#### 2022 COMMITTEE MEMBERSHIP

Lisa Brodersen Chris Sevy: Cedar Falls City Liaison

Andrea Christopher Matt Tolan: Cedar Falls Engineering Liaison

John DeGroote Zach Ladage: Cedar Falls Public Safety

Matt Dunning Austin Lechtenberg: Cedar Falls Public Safety

Andrew Shroll Kyle Durant: INRCOG Liaison

Roger White Aldina Dautović: INRCOG Liaison

Jack Yates

# F · A · L · L · S

#### OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

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

www.cedarfalls.com

**TO:** Mayor Robert M. Green and City Council Members

**FROM:** Ron Gaines, City Administrator

**DATE:** February 21, 2022

**SUBJECT:** Departmental Monthly Reports Submission – January 2022

Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

###

# **CITY OF CEDAR FALLS**

### **DEPARTMENTAL MONTHLY REPORTS**



January 2022

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### FINANCIAL SERVICES JANUARY 2022

#### **Treasury**

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$57,436,370 invested in CD's and \$36,000,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	Amount
CD's Matured	1	\$4,000,000.00
CD's Purchased	2	8,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$31,235.10

#### FY23 Budget

The preliminary FY2023-2025 Financial Plan is being prepared for the Council for their committee meeting on February 7th. The Financial Plan includes various financial information and charts illustrating the City's proposed expenditures and revenues for FY2023 and projections for FY2024 and FY2025. In accordance with new state requirements, a public hearing on the maximum levy will be held on February 21<sup>st</sup> with the required notices happening prior to that date. The second public hearing to approve the budget has been set for March 7<sup>th</sup> and again the required notices will occur prior the hearing. The final FY2023-2025 Financial Plan will be completed after that date.

The state required budget forms will be completed in February. The state budget forms include the FY2023 budget figures as well as the FY2021 actual figures and the FY2022 projected figures.

#### **Miscellaneous Financial Activities**

For January, 33 payroll checks and 647 direct deposits were processed. Accounts receivable were processed and 130 invoices were mailed out to customers. 1,346 transactions for accounts payable were processed and approved by the City Council for payment and 449 checks were mailed out to vendors. For calendar year 2021, 578 W-2s for employees of the City of Cedar Falls checked for accuracy and printed. They were distributed to employees prior to the February 1<sup>st</sup> deadline. Also included with each W-2 was a 2021 Benefit Summary for each employee. The summary outlined <u>all</u> benefits paid by the City on behalf of the employees. These benefits included health insurance, life insurance, long-term disability benefits, IPERS, 411 pension, Social Security, and Medicare. All full-time employees and certain covered retirees received form 1095-C health insurance tax document to comply with coverage requirements of the Affordable Care Act. In addition, all required 1099s were printed and distributed to various vendors in January.

#### **Benefit & Compensation Activities**

- 1. The City's health SPD with Wellmark Blue Cross Blue Shield was approved by City Council and hard copies were ordered from Wellmark for distribution as soon as they are received.
- Staff prepared a presentation summarizing the City's flex spending and Health Reimbursement accounts with iSolved Benefits Services and how to create an online account and submit claims. This presentation is to be given to employees in February. This presentation will also include information on COVID-19 tests covered by the City's prescription drug plan. It also includes information on the employee intranet where employees can access benefit information and forms they may need.
- 3. Staff informed employees via email of COVID-19 testing that is required to be covered by the City's prescription drug plan and how they can get those tests and get them covered along with other free ways to acquire tests.
- 4. Staff met virtually with Holmes Murphy & Associates (HMA) and was provided with initial health and dental plan renewal numbers and statistics from Wellmark for rates that will be effective July 1, 2022. Final rate information will be provided later this spring.

### HUMAN RESOURCES January 2022

#### **SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Risk Management Committee meetings held January 5<sup>th</sup> and 19<sup>th</sup>
- Regular review of COVID guidelines
  - o Booster clinic held January 4<sup>th</sup>
  - Updated COVID guidelines January 13<sup>th</sup> to reflect updated CDC guidance
- Completion and posting of OSHA Form 300A
- Reviewed four contracts/agreements for required insurance
- Review and follow-up of two public event permits
- Reviewed needs assessment memo with consultant Berry Derry identifying current City practices, challenges, and opportunities for improvement for potential Enterprise Resources Planning (ERP) system replacement project
- 2022/2023 Courier advertising budget finalized and sent to City Council for approval
- 2021 Performance evaluation forms and information sent out
- Recruitment/Employment tasks related to:
  - FT positions: Administrative Supervisor, Community Services Coordinator, Engineering Technician II, Equipment Mechanic, Land Surveyor, Maintenance Worker, Public Safety Officer, Public Safety Supervisor (Captain & Lieutenant), and Recreation & Community Programs Manager
  - PT positions: Community Service Officer, Facility Assistant (Community Center), Library Assistant, Library Intern, Office Assistant (V&T), and contracted Custodians
  - Seasonal/Special Purpose/Misc. positions for City Administration, Community Development, Public Safety, and Public Works departments (Aquatics, Public Admin. and Public Safety Interns, Hearst Youth Instructor, Police Reserve, and Seasonal Laborers)

#### CIVIL SERVICE COMMISSION

- Preparations for and follow up to the January 5<sup>th</sup> and 26th meetings were completed
- Public Safety Supervisor Capt. and Lt. candidates were approved to test, Commissionapproved testing instruments were forwarded for completion, interviews were completed, and lists were certified
- Administrative Supervisor candidates were certified and interview preparations began
- Public Safety Officer candidates were approved to test
- Updated testing processes, selection rubrics, and interviewing documents and rating forms were approved for Equipment Mechanic, Maintenance Worker, and Land Surveyor

#### **HUMAN RIGHTS COMMISSION**

Preparations for and follow up to the January 3rd Executive Committee and January 10<sup>th</sup> main Commission meetings were completed

# Finance and Business Operations Information Systems Division Monthly Report January 2021

#### Summary of projects, training and staff activities

- Work on the new dispatch software continues, training was attended
- We continue work on the new document management software, the migration out of the old system is complete and we are currently moving documents into the new system.
- City Hall Remodel:
  - Helped relocate user's workstations around City Hall, Old Parks, and Public Works
  - Relocated old equipment from lower level to upper level of City Hall
  - Set up one touch in copiers on upper level for Engineers & Inspectors
  - Relocated port for Engineering fax
  - Removed all conference room equipment (mini PC, keyboard, mice, cables, HDMI switch) from Duke Young and Council Chambers
  - The Engineering switch and rack was removed, after our last P&Z meeting for a while, at City Hall.
  - Gigabit media converters were purchased for increased bandwidth for the 606 Union road Parks department. These were installed at both the Pheasant Ridge Pro Shop and 606 Union Rd. Speeds were confirmed to be increased at the Parks department.
- Rental Inspection migration into LAMA is now complete we will work in February on getting Commercial Fire Inspections up and running in LAMA.

#### Software Purchase/Installation/Upgrade Activities

- 56 software installations for 9 different departments
- Installed 7 new software for 3 departments

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

- 14 new pieces of equipment purchased for 3 different departments and inventory.
- 5 new equipment installations for 2 different departments.

#### Problem Resolution Activities & Assistance Activities

68 problem resolution or assistant activities took place for 12 different departments

#### **Grapic Design Activities**

- **Hearst Center**: event half sheet, gallery guide magazine, member mailer, event postcards, event posters, event fliers
- Tourism: Event dining guide, rack card updates, miscellaneous assistance
- Recreation Center: updated fliers, miscellaneous other assistance with graphics
- Other: website updates, social media maintenance/graphics, tons of business cards, promotional/communications graphics, laminating, Currents distribution, city signage including kiosks, new council member related items, Public Safety item restocks, fire brochure assistance, Wellness program memos

#### Channel 15 Programming Activities

- Cable TV Summary of projects
  - This month we produced 7 public meetings, 4 high school sports productions, 6 new Sports Talk shows and 1 UNI Athletics events.

- Aired 4 new Panther Sports Talk show and 4 University of Iowa "The Heartland" show.
- Produced 2 new City News show
- Produced video for new Cedar Falls Community Aquatic Center.
- Shot, Recorded and edited launch event for Tiger Performance Center.
- Continued weekly encoding and programming of church services for Public Access.
- Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
- Updated & added Community Calendar events to the Channel 15 Announcements
- Set up Community Center for audio for televising public meetings.
- Drone flights included:
  - 1st Street corridor
- Facility Upgrades
  - Installed video, audio and data at the Cedar Falls Community Center to prepare for hosting public meetings from that venue while city hall is being remodeled.
  - Uninstalled council cameras and moved those to the Community Center as well.
  - Installed new ONT and Chameleon at the Community Center to prepare for live coverage and streaming of public meetings from that venue.
  - Worked with CFU to create a new live switch for the Community Center for switching Channel 15 live to that location

#### Geographical Information Systems (GIS) Activities

- GIS Summary of projects
  - Worked with EMA, county and vendor staff to begin building new dispatch system
  - Worked with Engineering & Water Rec to get their sewer books scanned
  - Worked with Admin to clarify a legal description issue
  - Worked with Water Rec to catalog their cctv videos
  - Worked Building staff and vendor to outline timeline for rental inspection conversion
  - Worked with legal on a city of Hudson annexation
- Completed 5 web and database projects for 4 different departments
- Completed 2 different data requests for 2 different entities.
- Provided 5 new maps for 4 different departments.
- Created 3 new addresses.

#### FINANCE & BUSINESS OPERATIONS LEGAL SERVICES January 2022

#### REPORT FROM SWISHER & COHRT - SAM ANDERSON, LUKE JENSON:

#### Traffic Court:

City Cases Filed: 118 (this number includes both City and State tickets)

Cases Set: 4 (Traffic) 1 (Code Enforcement)

Trials Held: 1 (Traffic) 0 (Code Enforcement)

#### REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 11 agreements
- Legal research and advice on moratoria
- Analysis and updates on federal OSHA vaccine mandate; updates to City COVID-19 policies
- Work on City Bond requirement updates
- Drafting of acquisition documents S. Main and Greenhill Road project

# FINANCE & BUSINESS OPERATIONS PUBLIC RECORDS JANUARY 2022

#### **Public Records Activity**

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

Newly elected Councilmembers officially took office on January 3<sup>rd</sup>.

Responded to eight (8) requests for public records.

#### Licenses / Permits Processed & Issued

- 363 Pet licenses
  - 16 Paw Park permits
  - 0 Poultry licenses
  - 1 Cemetery Interment Right
  - 1 Public Event permit
  - 6 Liquor licenses and beer/wine permits

Prepared and filed two property assessments for expenses incurred by the city to mow/clean up affected properties.

Reviewed applications and scored surveys of candidates interested in a vacant Administrative Supervisor position.

The unemployment rates for the month of December 2021 were 3.1% for the Waterloo-Cedar Falls Metropolitan Area, 3.5% in Iowa, and 3.7% in the U.S.

#### Parking Activity

#### Enforcement

1,063 Parking citations issued.

\$10,393.00 Citations paid.

#### Collection Efforts

\$ 2,458.00 Collections from delinquent parking accounts.

\$ 1,300.00 Vehicle immobilizations (26 vehicles).

#### Permits

\$ 3,725.00 Parking permits issued (107).

# FINANCE & BUSINESS OPERATIONS LIBRARY & COMMUNITY CENTER JANUARY 2022

#### Library Activity

Usage Statistics	November 2021	December 2021	December 2020
<b>Customer Count</b>	10,149	9,418	2,199
Circulation	30,469	28,932	19,637
<b>Event Attendance</b>	625	965	1,799

Special events in January included the following:

- Wonderful world of movies in the youth department
- Teen nights
- Guest presenter and professional organizer Jessica Crouch offered a program called Organizing and Decluttering for the New Year

#### **Community Center Activity**

Programs at the Community Center included cards, billiards, senior fitness classes, and ceramics. Rentals in January included a stamp club and a band.

Item 12. of Cedar Falls

Community Development

Monthly Report for: Inspection Services Division

Total for Month

Total Same Month - LAST YEAR
Total for Fiscal Year - LAST YEAR Total for Fiscal Year

516

\$63,777,736.00 \$57,209,464.00 \$3,485,227.00 \$6,599,479.00

Jan-22

		Monthly	Monthly Summary					
Construction Type —	ksupd	Dwelling Haite	Volunti		•	rearry summary	Immary	
			a di del circia	rees	SSUED	Dweiling Units	Valuations	Fees
Single Family New Construction	S	0	\$1,300,334.00	\$10,258.35	37	0	\$11,127,815.00	\$82,978.95
Multi-Family New Construction		, , , , , , , , , , , , , , , , , , ,						
Res Additions and Alterations	49	0	\$1,210,535.00	\$16,469.90	434	0	\$6,432,246.00	\$98,528.15
Res Garages					30	0	\$642,689.00	\$9,156.00
Commercial/Industrial New Construction					4	0	\$29,320,372.00	\$128,556.50
Commercial/Industrial Additions and Alterations	9	0	\$4,083,610.00	\$3,208.00	60	0	\$9,669,442.00	9 \$48,717.95
Commercial/industrial Garages								
Churches					ш	0	\$1,900.00	\$68.00
Institutional, Schools, Public, and Utility	w	0	\$5,000.00	\$0.00	4	0	\$15,000.00	\$187.00
Agricultural/Vacant	c:							
Plan Review	9	0	\$0.00	\$2,083.00	48	0	\$0.00	\$106,146.00
Total	75	0	\$6,599,479.00	\$32,019.25	618	0	\$57,209,464.00	\$474,338.55

Item 12.

community Development of Cedar Falls

Monthly Report for: Inspection Services Division

Jan-22

\$579,686.15	\$57,209,464.00	0	1913	\$44,430.75	\$6,599,479.00	0	252	Grand Total
\$474,338.55	\$57,209,464.00		618	\$32,019.25	\$6,599,479.00	0	75	Building Totals
\$1,350.00			9	\$300.00			2	Total
\$+5U.00	40.00							Refrigeration
¢45000	\$0.00	0	ω	\$300.00	\$0.00	0	2	Plumbing
\$300.00	\$0.00	0	2					Mechanical
\$600.00	\$0.00	D	4					Electrical
Fees	Valuations	Dwelling Units	Issued	Fees	Valuations	Dwelling Units	Issued	regionations
10	mmary	Yearly Summary			ummary	Monthly Summary		Constractor
\$103,997.60			1286	\$12,111.50			175	Total
\$590.00	\$0.00	0	4					Refrigeration
\$31,557.50	\$0.00	0	434	\$4,603.00	\$0.00	0	70	Plumbing
\$45,143.00	\$0.00	0	542	\$4,312.00	\$0.00	0	63	Mechanical
\$26,707.10	\$0.00	0	306	\$3,196.50	\$0.00	0	42	Electrical
Fees	Valuations	Dwelling Units	lssued	Fees	Valuations	Dwelling Units	Issued	
	mmary	Yearly Summary			ummary	Monthly Summary		Construction Type

## PLANNING & COMMUNITY SERVICES DIVISION MONTHLY REPORT

January 2022

#### **MONTHLY MEETINGS:**

**Planning & Zoning Commission** –A meeting was held on January 26. The scheduled meeting on January 12 was cancelled as there were no items of business to discuss.

	January 26, 2021 Meeting						
Applicant	Project	Recommendation	Action Taken				
City of Cedar Falls	Zoning Code Text Amendment – Amend CD-DT to eliminate shared parking requirements (TA22-001)	Introduction and Discussion	Continued to the next meeting				
City of Cedar Falls	Zoning Code Text Amendment – Amend CD-DT to increase parking requirements (TA22-001)	Introduction and Discussion	Continued to the next meeting				

Group Rental Committee - Meetings were held on January 13, and January 20, 2021.

Address	<u>Unit</u>	Owner	Requested Occupancy	Approved for	GRC	BRHA
				2/unit and		
804 Iowa/526 W 8 <sup>th</sup>		Chelsea and Ezrah	2/unit and	3/unit with		
Street	2	Szczyrbak	3/unit	stipulations	1/20/2022	
				Approved for 3		
1015 W 4 <sup>th</sup> Street	1	Vaxxone LLC	3/unit	with stipulations	01/13/2022	
				3/unit with		
209 W 22 <sup>nd</sup> Street	1	Chezrah Hospitality LLC	4/unit	stipulations	1/20/2022	
				3/unit and		
			3/unit and	2/unit with	-	
3120-22 Grand Blvd	2	Adam Reth	2/unit	stipulations	1/20/2022	
				3/unit with		
1318 State	1	Mike Morrison	3/unit	stipulations	1/20/2022	

Board of Rental Housing Appeals - No regular meeting was held in January, 2022.

**Board of Adjustment** – A regular meeting held on January 2022.

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

	Date	Notes/Actions
Bicycle and Pedestrian	1/4/2022	The committee re-nominated and re-elected
Advisory Committee		Shroll and White as chair and vice-chair
•		respectively. Staff discussed the trade-offs for
		snow removal and how the committee would

have to identify routes to stop clearing in favor of other preferred/recommended routes. The committee emphasized the importance of completing a loop by adding the sidewalk on Main from the dog park to Greenhill but did not want to discuss taking off another route. The committee's liaison from INRCOG gave an update on the Pedestrian Master Plan and the online interactive trail map. Staff gave an update on a 1 <sup>st</sup> street crossing at Division discussed by Council in 2018, but which was never installed.  Mayor attended to discuss "Year of College Hill" proclamation. Discussion of events of January 3 <sup>rd</sup> Council meeting. Exec. Director discussed ongoing issues with trash around dumpster in City parking lot.  The meeting was cancelled because there
Hill" proclamation. Discussion of events of January 3 <sup>rd</sup> Council meeting. Exec. Director discussed ongoing issues with trash around dumpster in City parking lot.
The meeting was cancelled because there
was not a quorum to conduct the meeting.
No meeting in January.
City staff provided updates as per request on the role of CMS Design Committee with new code in place. Staff advised that the committee could serve the same role as previously, providing design advice for new development in downtown. Sections of sign code were discussed. Sign installers on the committee asked for clarification on several provisions.
Was a short meeting. Discussed recent signage for lot identification and time limits in College Hill. Also discussed a general issue of people backing into angled parking stalls which is not allowed. Parking was re-striped
c c c c c c

#### LAND USE INQUIRIES AND PERMITTING

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

#### **OTHER PROJECTS FOR JANUARY INCLUDED:**

 Bike Plan update project is ongoing. Staff completed the public outreach phase of the project and is currently determining what the final map should look like based on public input.

- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.
- Resilience Plan draft under staff review.
- Working on grant application to the Wellmark Foundation for the Cedar River Recreation Project.
- Appraiser is working with property owners to obtain new appraisal for the Floodplain Buyout.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.

#### **ECONOMIC DEVELOPMENT:**

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with a business that is potentially looking to relocate and expand in the Cedar Falls Industrial Park.
- Participated in monthly call with IEDA and Quest Site Solutions in regards to Cedar Falls' application for the Certified Site Program.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Met with the City's engineering consultant and development team regarding a project in the City's industrial park.
- Began working on draft legal documents for several proposed industrial park projects.
- Participated in a conference call with a non-local business that is interested locating in Cedar Falls.
- Met with a Cedar Falls business regarding future expansion plans.

#### **CDBG**

- Work with INRCOG on administering the funds for projects and services agencies based on the recently updated Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.

#### HOUSING CHOICE VOUCHER PROGRAM

Waiting List	450	Rent Subsidies (HAP payme	nts) \$102,877
New Applications Taken	26	Utility Payments	\$ 1,990
Units under Contract	207	Admin Fees	\$ 15,265
Initial Vouchers Issued	3		
Current Open Vouchers	10	Lease Up Goal	220
New Admissions	1	-	

#### Ongoing

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

#### **ADD A DOLLAR REPORT**

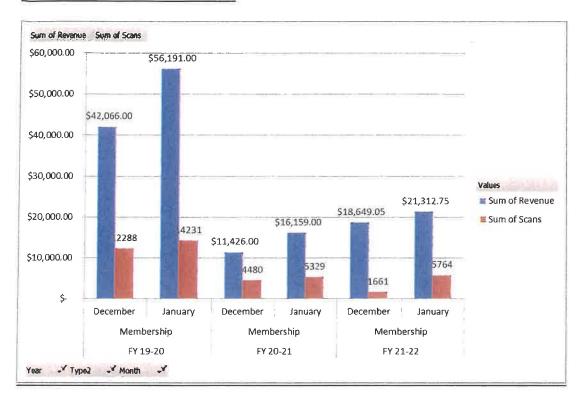
There was no application received for utility assistance in January. There was a balance of \$34,905.74 as of January 31, 2021.

#### **Recreation & Community Programs December Report 2021**

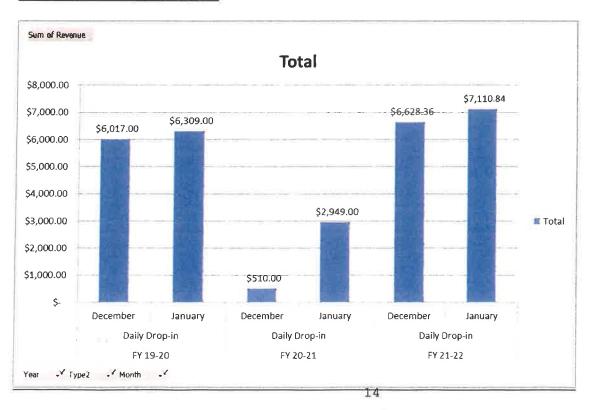
Sincerely,

#### J.J. Lillibridge Recreation and Community Programs Manager

#### **Recreation Center Revenue & Visits**



#### Recreation Center Daily Drop-ins



	Prev. Month	This Month	January
	December	January	2021
Recreation Programs			
Fitness Classes Offered	170	192	132
Fitness Class Attendance	1492	1740	647
Personal Training Sessions	104	104	60
Massages	65	51.5	47.5
Monday Mix Volleyball	266	322	140
Womens Volleyball	140	210	84
Wednesday Mix Volleyball	84	126	0
Adult basketball	96	144	0
1st & 2nd Grade Basketball	0	192	56
3rd & 4th Grade Girls Basketball	0	64	16
4th - 6th grade Girls Basketball	0	52	8
5th & 6th grade Boys Basketball	0	164	0
Swim Passes Sold (Winter)	4	7	5
Open Rec Swim/Lap Swim Numbers	493	629	613
Aquatic Program Usage	1397	1993	2021
Indoor Park	118	146	57
Child Care	26	55	0
Rentals	11	14	0

### CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - January 2022



#### **MEETINGS/CONVENTIONS/SPORTS**

- Cedar Falls hosted two large events in January including USA Gymnastics Cedar Valley Classic (marketing grant support) and the Iowa Boat, RV, & Vacation Show at the UNI Dome.
- Sales staff secured 4 future conferences/events for 2022, sent 10 proposals for events in 2022 and 2023, generated 9 new leads, and continued Bring It Home outreach.
- Released Virtual Tour 2.0 video for meeting/group planners. Over 5,500 views to date and will continue to be shared with meeting planners. <a href="https://bideoTour">https://bideoTour</a>



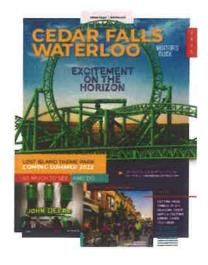
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#### **LEISURE**

- Promoted Cedar Falls with a booth at the lowa Bike Expo in Des Moines, giving out 180 Cedar Valley trail guides.
- Began distributing the 2022 Cedar Falls / Waterloo Visitor Guide. View online at <a href="https://bit.lip/2022CFguide">bit.ly/2022CFguide</a>.
- Captured video of Kurt Warner/Peyton Manning visiting Cedar Falls and filming at the Cedar Falls Hy-Vee. Shared via social media and received over 100,000 views, and thousands of shares and likes.
- Promoted Cedar Valley Classic and Iowa Boat, RV & Vacation Show on KWWL.
- Updated dining, annual events, and girls weekend content on website.







#### **COLLABORATION**

- CFVTB Board recommended \$24,000 of FY23 Community Betterment grants to six applicants. Over \$82,000 was requested from 13 applicants.
- Volunteers on Tap was postponed to March 9<sup>th</sup>.
- Worked with CMS to sell their gift certificates at Visitor Center.
- Published Hospitality Highlights newsletter x5 and Notify Me posts x2.
- Attended Cedar Valley Sports Commission meetings.
- Attended lowa Travel Industry Partners board & committee meetings, and legislative event.
- Attended Eastern Iowa Tourism Association meeting.
- Attended Cedar Trails Partnership meetings and assisted with url transfer.
- Met with Sturgis Falls Kidsway volunteer about Kids parade.
- Attended Metro Funders meeting.

#### **GROUP TOUR**

Working with a Des Moines bank club on a May itinerary.

	January 2022	December 2021 (last mo)	January 2021 (last year)		
Visitor Center Traffic	266	209	147		
Website Traffic	5,779	11,176	5,244		
CedarValley365.com Users	873	959	927		
Facebook - Visitor Center	9,151	9,112	8,976		
Instagram	2,154	2,136	1,883		
Linkedin – B2B audience	373	348	182		
Facebook – B2B audience	610	592	397		
Digital Ad Campaign Impressions	No ads in Jan.	503,240	0		
Visitor Guide Distribution	5,242	433	723		
Volunteer Hours 26		146	62		

Respectfully Submitted, Junifer Pickar

Jennifer Pickar, Tourism and Cultural Programs Manager

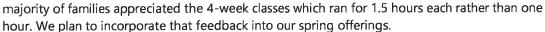
#### **CEDAR FALLS CULTURAL PROGRAMS**

Monthly Report | January 2022

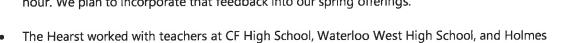




- The education team hosted Cedar Valley Lutheran students for wheel throwing and hand-building a part of a new partnership with the school. In addition to onsite classes with the high schoolers, we provided ceramics kits for K-8 instruction.
- The education team completed another successful run of seasonal Saturday Morning Classes. We sent a survey to participating families to gauge interest in the shorter run (4 week rather than 6 week) classes and found that the



Junior High to organize a regional Poetry Out Loud competition. The Cedar Valley will send three



students on to the state competition held in late March, one from each school.



- Visitors had the opportunity to visit Charles Matson Lume's exhibition onsite, as well as a virtual exhibition titled *Pandemic Montages*, featuring graphic works by Roy Behrens. The Hearst also offered a virtual artist talk with Charles Matson Lume.
- Curator Emily Drennan continued to meet with both Dr. Lenore Metrick-Chen and Jim O'Loughlin on their respective exhibitions. Both shows open in February; both are faculty-driven exhibitions relative to Black History in Iowa—one with fine arts elements and the other focusing on Eddie Bowles, his life in Cedar Falls, and his blues guitar music.
- Staff completed another publication project in conjucation with the exhibition *The Night Sound*, which featured works from the permanent collection.
- UNI Alumni Studio Artist Andrew Dickerson showed work completed during his residency at the Red House Studios at the UNI Gallery of Art in Janauary, in tandem with the current Faculty Show.
- Additional public programs held in January incuded a performance from Red Herring Theater, a visit from the Instrument Petting Zoo and the WCF Symphony staff, and a virtual talk on music and health with Dr. Alpha Woodward of Wartburg College.







Images: Poetry Out Loud winners and runners-up celebrate on stage after the competition | live view of Charles Matson Lume speaking virtually about his work in the Hearst galleries | installation view of Andrew Dickerson's work at the UNI Gallery of Art | grant-funded billboard marketing the new exhibition | littles enjoying messy art projects on a Wednesday morning with Hearst instructor Jiyoung Kim.

	Last Month	This Month	Last Year
Hearst Center Usage Statistics	Dec FY22	Jan FY22	Jan FY21
In-Person and Virtual Attendance*	1244	1666	674
Off-site Ed/Outreach Encounters	1/10	0/0	0/0
Public Programs Offered**	10	7	4
Exhibition walk-in Viewers	172	289	172
Classes/Workshops Offered***	7	11	10
Rentals/Birthday Parties	1/2	0/2	0
Volunteers/# of Hours	0/0	6/24	0/0
Facebook Views	45795	43211	34441
Facebook Followers	2605	2618	2308
Instagram Followers	986	997	680
Ads, videos, press releases, articles	3	6	3
Friends Members/new or renewed	189/69	200/22	261/17

\*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; \*\*includes on-site and virtual programs; \*\*\*includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

### ENGINEERING DIVISION PROJECT MONTHLY REPORT - JANUARY 2022

Туре	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Sidewalk	SW-000-3223	2021 Sidewalk Infill and Trails	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-268-3245	Cyber Lane	New Construction	Construction Underway	\$296,324	Engineering Division Owen Contracting
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Contracts	\$40,000	Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Contracts	\$8,700,000	Snyder
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Contracts	\$161,198	Boulder Contracting/Engineering Division/CFU
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Contracts to Council	TBD	Shive Hattery
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Design	\$800,000	Water Reclamation/ Snyder
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Design	\$250,000	Engineering/Water Rec
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Design	\$108,647	Engineering Division
Streets	SC-000-3273	2022 Seal Coat	Resurfacing	Design	\$100,000	Engineering Division
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Design	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Design	TBD	Engineering Division Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Design	TBD	Engineering Division
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Final Out Remains	\$270,000	AECOM/Pirc Tobin
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Final Out Remains	TBD	Snyder

### ENGINEERING DIVISION SUBDIVISION MONTHLY REPORT - JANUARY 2022

Project No.	Project Title	Description	Status	Budget	Contractor/ Developer
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-	BNKD Inc./CGA
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Construction Underway		CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Final Out Remains		New Aldea/Fehr Graham
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	5/11.2222	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond		BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond		Shive Hattery Baker Construction
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond		Nelson Construction & Development
SU-345-3186	Park Ridge Estates	Park Ridge Estates New Subdivision Mainter			Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	ow 7th Addition New Subdivision Maintenance Bond			CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond		Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond		Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond		Jim Sands/VJ
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	/ <u></u>	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	~~~	Skogman/CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat		CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	******	Panther Farms/CGA
TBD	West Fork Crossings	New Subdivision	Preliminary Plat		ISG

### ENGINEERING DIVISION COMMERCIAL CONSTRUCTION MONTHLY REPORT - JANUARY 2022

Project	Description	SWPPP Status	Detention Calcs Status	Developer/ Engineer	Project Status
918 Viking Road	918 Viking Road	Under Review	Approved	Final Out Remains	Active
Creekside Condos		Under Review	Approved	Fehr Graham Engineering	Under Review
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Approved	Approved	CGA	Active
River Rec Area and Bank Improvements		Under Review	Approved	City of Cedar Falls	Under Review
Willow Falls Addition	Bluegrass Circle	Under Construction	Approved	VJ Engineering Brent Dahlstrom	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Axiom	Active
Aldi's Grocery Store	Brandilynn Boulevard	Approved	Approved	Fehr Graham Engineering	Completed

# Department of Public Works Operations and Maintenance Division Monthly Report for January 2022

#### Streets Section:

- Snow and ice control operations were conducted as needed throughout the month
- Overnight snow hauling occurred on 1/6 and 1/24
- Completed the box culvert cleanout and bank stabilization at 18<sup>th</sup> & Main
- Performed removal of overgrowth in several areas including the Dry Run Creek basin
- Assistance was provided at Pheasant Ridge to remove ash borer infested trees
- Assisted staff relocation from City Hall to 606 Union Rd.

#### **Traffic Operations:**

- 133 traffic control signs were repaired or replaced
- 14 minor upgrades were made to signalized intersections
- Performed two (2) One Call locates at signalized intersections
- Adjusted signal timing at eight (8) intersections
- Assisted with relocation of staff from City Hall to other locations.
- Repaired and adjusted lighting for the Gateway Park ice rink

#### Fleet Maintenance:

- 1,180 transactions were recorded through the City's fuel dispensing sites
- Used 15,436.5 gallons of fuel (6,245.5 ethanol, 9,191 diesel)
- 141 work orders were processed through the fleet section for the month
- Maintained all city fleet as normal for the month
- Extra work was performed on snow and ice control equipment due to extended usage

#### **Public Buildings:**

• Managed relocation efforts for staff due to City Hall remodeling

#### Parks:

- Continued ash tree removals from Pheasant Ridge Golf Course
- Removed beaver dams from UNI Wetlands Demonstration area
- Maintenance of ice rink took place on a routine basis
- Snow and ice control was performed on City streets, around public property and recreation trails

#### Cemetery:

- Performed four (4) interments Two (2) Saturday services
- No spaces sold this month

#### Refuse:

- 575 tons of residential solid waste was collected. Total of 686 three yard container dumps were recorded. Crews responded to 53 residential bulk item collections
- Crews collected 3 tons of yard waste from curbside cart collection
- The Transfer Station hauled 61 loads of solid wasted to the Black Hawk County Landfill totaling 1,061 tons.
- A total of 119 tons of household recyclable material was collected for the month

#### DEPARTMENT OF PUBLIC WORKS WATER RECLAMATION DIVISION MONTHLY REPORT - JANUARY 2022

#### **PLANT OPERATIONS**

Plant performance was very good for the month of January. All permit effluent limits were met for the month.

#### **PROJECTS**

Staff has continued work replacing fluorescent light fixtures with LED bulbs. With the treatment plant and lift stations this division maintains eighteen buildings. With this division being a very large consumer of electrical energy we have put efforts in many areas to reduce our use. Alongside small changes such as LED bulbs we have also worked to upgrade our several pump control systems to make those more efficient.

#### INDUSTRIAL PRETREATMENT

All industries holding Industrial Wastewater Discharge Permits are required to submit compliance reports in January. All industries submitted these reports on time with no violations found. An annual report will be prepared in February for DNR.

#### **BIOSOLIDS**

We hauled 248,000 gallons of biosolids out of the plant to local area farm fields in January. An additional 101,000 gallons were processed and dried for disposal later. Data was gathered for the annual biosolids report which has to be filed with EPA and DNR by February 22<sup>nd</sup>.

There was just one ton of inorganic material hauled to the landfill during January.

#### SANITARY SEWER COLLECTION SYSTEM CALLS AND SERVICE

There were two calls concerning sanitary sewer problems in January, neither of which involved a problem with the city's main.

There were two calls for problems at a lift stations. Both were resolved quickly with no other issues.

Crews cleaned approximately 1200 feet (0.24 miles) of sanitary sewer lines.

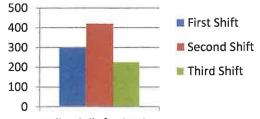
Crews processed seventy five (75) requests to locate sewers in construction areas for the lowa One Call system. Only twenty two (22) were pertinent and actually required a locate.

24 531

# DEPARTMENT OF PUBLIC SAFETY MONTHLY REPORT JANUARY 2022

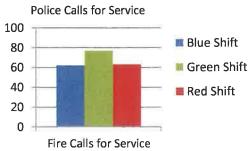
#### **CEDAR FALLS POLICE**

Police Statistics	First Shift	Second Shift	Third Shift
Calls for Service	298	419	225
Traffic Stops	110	134	127
Arrests	8	29	21
Accidents	41	36	4



#### **CEDAR FALLS FIRE**

Fire Statistics	Blue Shift	Green Shift	Red Shift
Calls for Service	62	77	63
Fire	3	0	2
Rescue/Medical	41	47	45
Service Call	2	9	4
Good Intent	8	10 ,	2
False Alarm/Call	6	10	6
Hazardous Condition	2	1	4



#### **POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec 22
Group A Serious Crimes	108											
Group B Other Crimes	74											
Traffic Accidents	98											
Other Calls	1582											
CFS Totals	1862											

Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Group A Serious Crimes	1570	1468	1469	1702	1467	1437	1407	1681	
Group B Other Crimes	620	674	579	613	683	661	565	745	
Traffic Accidents	708	734	790	720	774	613	228	1030	
Other Calls	15,421	13,828	12,573	13,244	13,936	14,819	14,590	15,856	
CFS Totals	18,319	16,704	15,411	16,279	16,860	17,530	16,790	19,312	

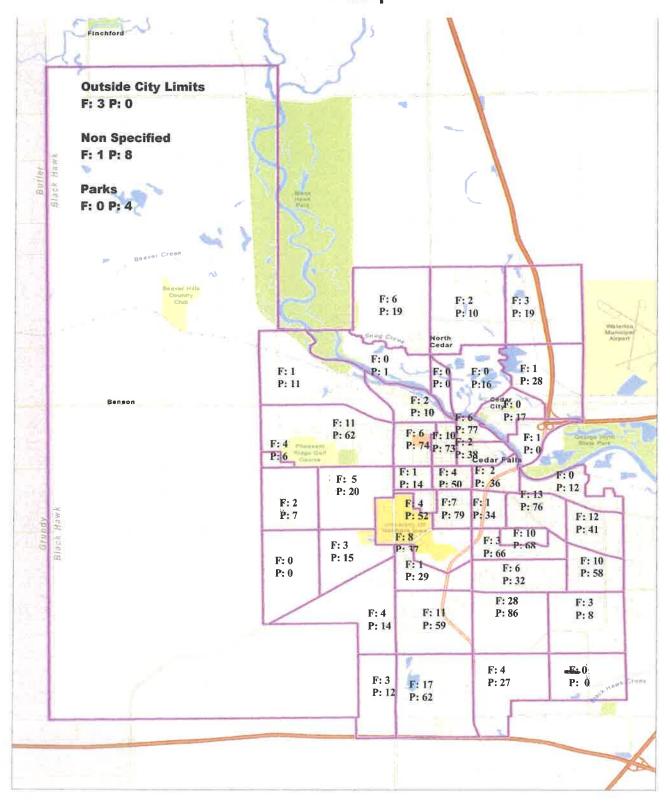
#### FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Medical & Rescue	133			V								
Cancelled, False Alarms, Good Intent	41											
Fire, Heat, Hazard, Weather Related & Other	28											
Totals	202											

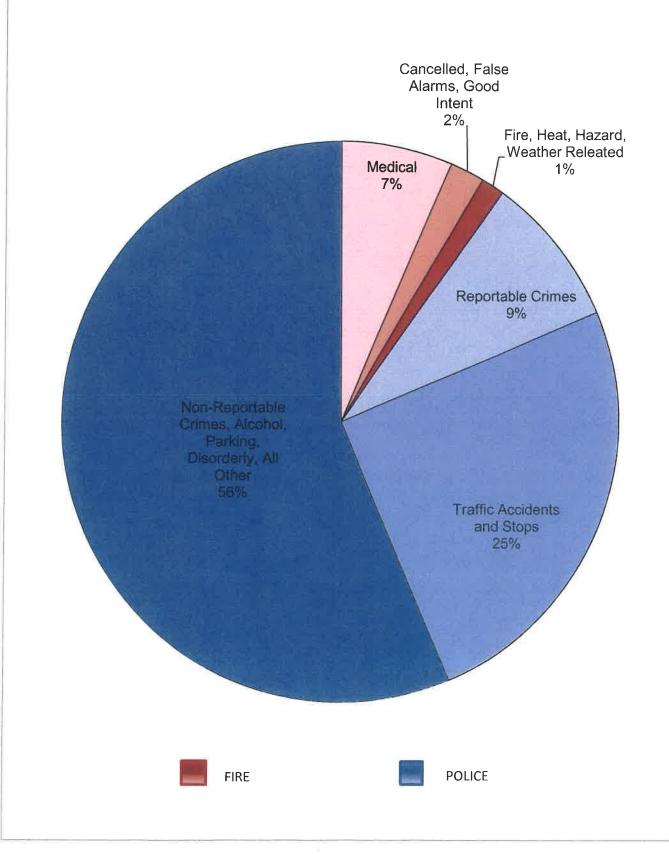
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	
Totals	1999	2207	2481	2337	1794	2113	2111	2299	

	January 2022	<u>Total 2022</u>
Group A Crimes Kidnapping/Abduction	0	0
Forcible Rape/Sodomy/Fondling	1	1
Robbery	0 11	0 11
Assault Arson	0	0
Extortion/Blackmail	Ō	Ō
Burglary/B&E	13	13
Theft Motor Vehicle Theft	49 2	49 2
Counterfeit/Forgery	1	1
Fraud	10	10
Embezzlement	0	0
Stolen Property Vandalism	1 15	1 15
Drug Offenses	5	5
Porno/Obscene Material	Ö	Ō
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	0	0
Group B Crimes	0	0
Bad Checks Disorderly Conduct	0 = 4	0 4
Driving Under Influence	20	20
Drunkeness	14	14
Non-Violent Family Offense	1	1
Liquor Law Violation Runaway	0 1	0
Trespassing	3	3
All Other Offenses	31	31
Group A Total:	108	108
Group B Total: Total Reported Crimes:	74 182	74 182
rotal Reported Chines.	102	102
Traffic Accidents	0	0
Fatality Personal Injury	0 0	0
Hit and Run	Ö	0
Property Damage	0	0
Parked Vehicle	0	0
Total reported Accidents	0	0
Driving Offenses	0	0
Driving While License Barred Driving While Denied/Cancelled/Suspended/Revoke	0 ed 0	0
Eluding	0	0
Total Driving Offenses	0	0
Alcohol/Tobacco Violations	10	10
Calls for Service	1,862	1,862
Total Arrests	71	71

# Cedar Falls Public Safety Grid Map









#### **DEPARTMENT OF PUBLIC SAFETY SERVICES**

POLICE OPERATIONS CITY OF CEDAR FALLS 4600 SOUTH MAIN STREET CEDAR FALLS, IOWA 50613

319-273-8612

#### **MEMORANDUM**

**To:** Mayor Green and City Councilmembers

**From:** Jeff Olson, Public Safety Services Director

Craig Berte, Police Chief

Date: February 28, 2022

**Re:** Beer/Liquor License Applications

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

#### Name of Applicants:

- a) Pheasant Ridge Golf Course, 3205 West 12th Street, Class B beer & outdoor service renewal.
- b) Scoopskis, 1828 Waterloo Road, Class B beer & outdoor service renewal.
- c) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C liquor renewal.
- d) Deringer's Public Parlor, 314 ½ Main Street, Class C liquor renewal.
- e) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C liquor & outdoor service - renewal.
- f) Happy's Wine & Spirits, 5925 University Avenue, Class E liquor renewal.
- g) Prime Mart, 2728 Center Street, Class E liquor renewal.



#### **DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**

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

#### MEMORANDUM

**Legal Services Division** 

TO: Mayor Green, City Council

FROM: Kevin Rogers, City Attorney; Bailey Schindel, HR Manager

DATE: February 28, 2022

**SUBJECT:** Personnel Policy Changes

Attached to this Memorandum please find proposed changes to Personnel Policies 309, Severance Pay; 503, Holidays; 506 Vacations; and 704 Leaves of Absence. Also attached is a proposed new Personnel Policy 221, Telework, and associated Telework Agreement form. This memorandum will serve to generally explain the proposed changes. Reference to the policies themselves is recommended for review of specific language. The changes are presented in red line form for ease of review.

#### Personnel Policy 309, Severance Pay.

This change simply clarifies that earned but unused severance benefits shall be paid to the employee or former employee's estate in the case of death.

#### Personnel Policy 503, Holidays.

The first proposed change relates to the Christmas holiday. Clarification is made regarding various scenarios surrounding December 24 and December 25. Currently employees already receive two days off for the Christmas holiday four years out of every seven. This change would result in two days off for the Christmas holiday every year, meaning an extra day off over current policy three years out of seven. This change also simplifies for employees which days are paid holidays around Christmas time.

The other change clarifies the limit to the number of consecutive days off an employee may take when combining holidays with other paid benefit days, such as vacation. This question had come up recently and the policy was not clear. The maximum combined days off work when combining holidays with other paid benefit days would be 16 consecutive calendar days for non-shift employees, 21 consecutive calendar days for 6-3 shift employees, and 22 consecutive calendar days for 24 hour shift employees.

#### Personnel Policy 506, Vacations.

The proposed change clarifies that vacation requests for more than two consecutive work weeks must be approved by the Department Director. The obvious corollary is that vacation requests of less than two consecutive work weeks need only have supervisor approval.

#### Personnel Policy 704, Leaves of Absence.

While it may appear that the proposed changes are extensive, actually the changes are meant to better conform the language of the policy to current FMLA law, and also to eliminate the Appendix to the policy

that purported to be a recitation of FMLA law. FMLA law does change from time to time and the Appendix had not been updated to keep pace with those changes. There is no legal requirement for this recitation so it was decided to eliminate the Appendix. Obviously the City is still bound by current FMLA law whether or not it is recited in the policy.

Most of the balance of the changes reflects reorganization of the policy format for ease of understanding.

There are a few substantive changes, however, and those are explained as follows.

- Defines the minimum length of FMLA leave as 15 minutes. The law requires that the minimum increment of FMLA leave must match the lowest increment for any other type of leave, which is 15 minutes.
- Clarifies the policy to reflect that fringe benefits continue to accrue during paid leave, but if
   unpaid leave exceeds thirty consecutive calendar days, fringe benefits do not accrue during
   the leave. Also, if the employee is on an intermittent leave or a reduced work schedule of
   less than 32 hours per week, accrual of fringe benefits will be prorated.
- Eliminates the requirement of six months of employment before bereavement leave may be taken. This requirement was felt to be unnecessarily callous.
- Clarifies current practice of when a holiday will be designated as FMLA leave.

#### Personnel Policy 221, Telework.

This new policy was created in response to the pandemic when many City employees were working from home as well as to recognize that in certain circumstances, remote work may be a viable option for City employees. Remote work on a long term basis is something that current City employees have inquired about as have prospective employees. This option, with appropriate controls in place, is thought to help attract and retain employees without sacrificing productivity.

The highlights of the proposed new policy include maintaining absolute discretion by management in approving telework arrangements; completion of an agreement (also attached), violation of which could result in discipline up to and including termination of employment; dealing with necessary City equipment for telework; mandating security; and providing for termination of the arrangement.

Staff recommends approval of these Personnel policy changes.

Please feel free to contact either one of us if you have any questions.

#### **309: SEVERANCE PAY**

#### **Policy:**

It is the Policy of the City of Cedar Falls to provide severance pay to qualifying terminating employees in accordance with the following guidelines:

#### **Comment:**

- (1) Employees hired on or before July 1, 1983, have the sick leave severance program they elected in writing and filed with the Financial Services Division. Non-union employees hired on or before July 1, 1983, have the option to elect the formula set forth in Comment #2 by filing a written election with the Financial Services Division no later than June 30, 2004.
- (2) Full-time employees hired after July 1, 1983, and before July 1, 1989, will be paid for unused sick leave remaining as of their termination date using the following formula:
  - 0-720 hours remaining: No severance pay
  - More than 720 hours but equal to or less than 1440 hours remaining: 100% payment for the hours remaining over 720 hours up to a maximum of 1440 hours
  - More than 1440 hours remaining: 50% payment for the remaining hours
  - Examples: 400 hours remaining equals No severance pay

1200 hours remaining equals 480 hours of severance pay:  $(1200 - 720 = 480 \times 100\% = 480)$ 

2000 hours remaining equals 1000 hours of severance pay:  $(50\% \times 2000 = 1000)$ 

- (3) A "day" of unused sick leave for 8-hour work day employees is equal to 8 hours for purposes of this policy.
- (4) A "day" of unused sick leave for less than 8-hour work day employees is equal to the hours normally worked for purposes of this policy.
- (5) A "day" of unused sick leave for more than 8 hour work day employees is equal to 8 hours for purposes of this policy. This would include eligible 24 hour shift employees.
- (6) Employees hired after July 1, 1989 are not eligible for any sick leave severance benefits to be paid to them in cash. However, effective July 1, 2004, employees hired after July 1, 1989 who are non-union, and who have given timely written notice of resignation or retirement in accordance with **213: Termination of Employment and 214: Retirement**, shall

#### **309: SEVERANCE PAY**

be eligible to use any sick leave accruals remaining after application of the formula set forth in Comment #2 for future medical insurance premiums for the employee and, if eligible, the employee's spouse and/or children. For purposes of this policy the term "medical insurance" shall include group health and prescription coverage, but not dental, vision, or any other coverage. Also for purposes of this policy, initial and continued eligibility for payment of future medical insurance premiums for the employee's spouse and children is determined in the same way as eligibility for coverage is determined according to the terms of the City's group medical insurance policy in effect at the time eligibility is being determined. Any payments for medical insurance premiums shall be made in accordance with any IRS publications and regulations in effect at the time of the employee's severance. Any payments or reimbursements shall be made in accordance with the Accounting Policies and Procedures of the Financial Services Division.

- (7) Part-time employees shall be eligible for sick leave severance calculated in accordance with the formula set forth in Paragraph 2 above, but such eligible part-time employees shall be paid for remaining sick leave in a lump sum cash payment, and not payment for medical insurance premiums.
- (8) Any sick leave casual day that was earned within one year of termination shall be forfeited upon termination. Employees are not eligible for any sick leave casual day benefits effective July 1, 2004.
- (9) Employees who have completed the probationary period shall receive their accrued vacation time benefits on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year. However, new employees will not receive accrued vacation benefits if they leave City employment prior to their one-year anniversary. (See *506: Vacations*)
- (10) Employees who have completed the probationary period shall receive any accrued floating holiday pay on the basis of the number of days accrued on a pro-rata basis of time worked during the fiscal year.
- (11) Non-exempt employees shall receive compensation for any unused, accrued compensatory time.
- (12) Any benefit time off which is used in excess of that which is earned or accrued at the time of termination shall be paid back to the City by deduction from the final paycheck or will be billed to the terminating employee and shall be paid back to the City no later than 10 days from receipt of final paycheck.
- (13) All severance benefits of an <u>eligible</u> employee <u>or former employee that have been</u> <u>earned but not used at the time of the employee or former employee's death shall be paid who dies while employed with the City, will be paid to the employee's spouse, or if so directed by the employee in writing to the Financial Services Division, to the employee's estate.</u>
  - (14) Employees may elect to split their severance payment between two tax years or

have it held in escrow for payment of benefits as allowed by Federal law and in accordance with any plans which may be implemented by the City.

- (15) Benefit plan termination options will be discussed with the Financial Services Division during the employee's pre-departure meeting.
- (16) Employees may receive a severance estimate once per calendar year upon request to the Financial Services Division.
- (17) Employees whose status changes from part-time to full-time shall be credited with the sick days earned while part-time. Employees whose status changes from full-time to part-time shall be paid in a lump sum under the formula in Paragraph 2 above if eligible, and such payment shall include sick days earned while working full-time. Employees whose status changes from union member to non-union member shall be credited with sick days earned while a union member.
- (18) Employees shall be required to show reasonable proof of medical insurance as required by the Financial Services Division in order to be reimbursed.

Amended 3/22/04 6/1/15 7/18/16

7/18/16 3/1/19

1/6/20

# **Policy:**

It is the policy of the City of Cedar Falls to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.

### **Comment:**

- (1) The schedule of holidays the City will observe during each calendar year will be:
  - (a) New Year's Day;
  - (b) Good Friday;
  - (c) Memorial Day;
  - (d) Independence Day (July 4);
  - (e) Labor Day;
  - (f) Thanksgiving Day;
  - (g) Friday after Thanksgiving Day;
  - (h) Christmas Day;
  - (i) When Christmas Day falls on a Saturday, December 24 and December 26 will be observed as holidays. When Christmas Day falls on a Sunday, December 23 and December 26 will be observed as holidays. When Christmas Day falls on a Tuesday, Wednesday, Thursday or Friday, Christmas Eve (December 24) will also be observed as a holiday. When Christmas Day falls on a Monday, December 22 Thursday the following Friday (December 26) will also be observed as a holiday, and;
  - (j) Three (3) Floating Holidays (see Comment #9 for eligibility, pro-rating and usage).
- (2) Full-time employees are eligible to receive their regular rate of pay for each holiday. Part-time employees working on a consistent year-round basis are eligible to receive holiday pay only for holidays outlined in Comments (1) (a) through (i) above. Holiday pay for these part-time employees will be paid on a pro rata basis, based upon the number of normal hours worked in a pay period. Part-time, non-union employees shall also receive three (3) floating holidays. Part-time, non-union employees' floating holiday benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of the fiscal year. Part-time employees on lay-off are not eligible to receive holiday pay. Positions listed within the "Special

Purpose & Seasonal Salary Schedule" and "Workshops/Sessions/Events Pay Plan" are <u>not</u> eligible for holiday pay benefits. In addition, as defined by policy *211: Temporary and Part-time Employees*, temporary and seasonal employees are not eligible for pro-rated holiday pay.

- (3) To receive holiday pay, an eligible employee must be at work, or on an authorized absence, on the workdays immediately preceding and immediately following the day on which the holiday is observed. If an eligible employee is absent on one or both days because of illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay. (See **205**: **Medical Procedures**)
- (4) A holiday that occurs on a Saturday or Sunday generally will be observed by the City on either the preceding Friday or following Monday.
- (5) The City recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the City's regular holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the conduct of the City's business and if the employee's supervisor approves. Employees may use accumulated days of paid absence or "floating" holidays on such occasions, or they may take such time off as an unpaid, excused absence.
- (6) The City may schedule work on an observed holiday as it deems necessary. Normally, work on an observed holiday will be paid as if it were a regularly scheduled day. Employees scheduled to work on a holiday will be given the option of receiving pay for the hours worked for the day plus their holiday pay, or employees may take another "floating" holiday equivalent to the hours worked, with the prior approval of their supervisor, at another time during the same fiscal year. See *307:* **Overtime** Policy for holiday rates paid to employees not scheduled to work but called in to work on a holiday.
- (7) Non-union police and public safety management shift employees assigned to 6-3 shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe the same number of holidays as "floating" holidays. However, the total number of such "floating" holidays shall not exceed eleven (11) in any fiscal year (90.75 hours).
- (8) Non-union fire and public safety management shift employees assigned to 24 hour shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe seven (7) holidays per fiscal year as "floating" holidays (168 hours).
- (9) If a non-union public safety management shift employee is reassigned to a different shift, entitlement to holidays is recalculated at the time of shift reassignment. Such employee's entitlement to holidays for the remainder of the fiscal year after reassignment is based upon the ratio that the number of holiday hours <u>not</u> taken prior to reassignment bears to the total number

of holiday hours available in the fiscal year prior to reassignment. This ratio is applied to the total number of holiday hours available in the same fiscal year in the new assignment. If reassigned to non-shift, named holiday hours remaining in the fiscal year after reassignment shall be deducted from the total remaining holiday hours. For example, if a non-union public safety management shift employee was assigned to a 6-3 shift and used 33 floating holiday hours, and then was reassigned to a 24 hour shift, such employee would have 106.9 hours of floating holiday remaining during the same fiscal year  $(90.75 - 33 = 57.75/90.75 = .636 \times 168)$ hours = 106.9 hours after rounding). The same employee reassigned to non-shift on December 1 would have 24 floating holiday hours remaining, plus the remaining named holiday hours during the same fiscal year  $(90.75 - 33 = 57.75/90.75 = .636 \times 88 = 55.968, less 32 named$ holiday hours remaining in the fiscal year = 24 hours after rounding). For those non-union public safety management shift employees assigned to non-shift, total named holidays in a fiscal year may be as many as nine (9), depending upon the year as set forth in 1 (a) - (i) above. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

(10) Floating holidays may be taken by eligible employees any time after six (6) months of employment and after receiving approval of the division manager. Floating holidays are pro-rated for eligible employees hired after the fiscal year begins. Eligible employees must take floating holidays on or after the date the fiscal year begins through the last day of the same fiscal year.

Carryover of floating holidays will not be permitted unless otherwise specified by union contract or if an employee is hired during the second half of the fiscal year and the employee will not meet the six (6) month employment requirement. In the latter case, the employee will be allowed to take their pro-rated floating holiday after he/she becomes eligible to take them, but must take them on or before the last day of the fiscal year in which they become eligible to take the pro-rated holiday. If hired during the month of December, floating holiday hours may be carried over if approved by the Department Director.

- (11) Veteran's Day is not a City observed holiday: City will comply with Iowa Code 91A.5A as follows:
  - (a) Certain qualified veterans, if they otherwise would have been required to work on November 11, may be granted time off for that day unless it would impact public health or safety or would cause the City to experience significant economic or operational disruption. Such time off shall be without pay, but the qualified veteran may use paid benefit time other than sick leave to cover such absence.
  - (b) The qualified veteran must provide written notice to the veteran's supervisor of intent to take time off work at least 30 days prior to Veteran's Day. If requested, the veteran must provide to the City a federal certificate of release or discharge from active duty, or similar documentation for determining the

veteran's eligibility.

(c) The City shall notify the requesting veteran at least 10 days prior to Veteran's Day whether or not the requested time off work will be granted.

(12) Employees may not take holidays or combine holidays with other benefit time, or with scheduled days off, which results in more than sixteen (16) consecutive calendar days off from work for non-shift employees, more than twenty-two (22) consecutive calendar days off for 24 hour shift employees, or more than twenty-one (21) consecutive calendar days off for 6-3 shift employees, unless otherwise approved by the Department Director, or unless for an approved leave of absence.

\_Amended 7/1/06

1/1/08 1/23/12 3/1/19 1/6/20

# **Policy:**

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time, non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.

# **Comment:**

- (1) Definitions. For purposes of this Policy the following terms shall be given the meanings ascribed to them as follows:
- (a) "accrue" means to accumulate but not yet earn. Vacation accrues based upon the ratio that the number of days since date of hire or the most recent anniversary date bears to the total number of days of vacation to be earned on the next anniversary date, calculated on a daily basis.
- (b) "earn" means to have available for use all accumulated vacation time. Vacation time is earned on the first anniversary after the date of hire, and on each anniversary date thereafter as provided in the guidelines below.
- (2) **Vacation Time Earned**: Unless otherwise specified by Union contract, all full-time employees and part-time, non-union employees (other than seasonal and special purpose employees) will be granted vacations with pay on the following basis:

Completion of one year of service

Completion of six years service

Completion of twelve years service

Completion of eighteen years service

Two work weeks

Three work weeks

Four work weeks

Five work weeks

The number of weeks of vacation and the availability of those weeks may vary from the schedule above if other arrangements are made as a condition of employment as approved by the Department Director (or City Administrator if a director position). For employees with any other arrangements made as a condition of employment, the schedule above shall be adjusted so that an additional work week of vacation shall be added to the vacation already granted at the completion of six years, twelve years and eighteen years of service, up to a maximum of five total weeks of vacation. If a new employee leaves City employment for any reason and prior to the employee's one-year anniversary date, any vacation time taken by the employee shall be paid back to the City in the form of a deduction from the employee's final paycheck. New employees who leave City employment prior to their one-year anniversary shall also not receive any accrued vacation benefits on their final paycheck.

Part-time, non-union employees' vacation benefits will be earned on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their

anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

Part-time, non-union employees whose status changes to full-time, non-union status shall be granted credit for all years of service in their part-time non-union positions for purposes of computing vacation time entitlement. Years of service as a part-time, union employee or special purpose/seasonal employee shall not be credited for purposes of computing vacation time entitlement.

(3) Vacation Time Payment: Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed the employee's one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued. Military duty will be figured as working time for calculating vacation accrual. (See 707: Military Leave.) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City's Risk Management committee may also approve the use of accrued, but unearned vacation time.

# (4) Non-union public safety management employees:

(a) Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn vacation as follows:

Completion of one year of service	2 work weeks (99 hours)
Completion of six years of service	3 work weeks (148.5 hours)
Completion of twelve years of service	4 work weeks (198 hours)
Completion of eighteen years of service	5 work weeks (247.5 hours)

(b) Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn vacation as follows:

Completion of one year of service	6 tour days (144 hours)
Completion of seven years of service	9 tour days (216 hours)
Completion of twelve years of service	12 tour days (288 hours)
Completion of twenty years of service	15 tour days (360 hours)

(c) If a non-union public safety management shift employee is reassigned to a

different shift, entitlement to vacation is recalculated at the time of shift reassignment. Such employee's entitlement to vacation for the remainder of the year after reassignment is based upon the ratio that the hours of vacation remaining prior to reassignment bear to the total number of vacation hours available prior to reassignment. That ratio is applied to the total number of vacation hours available for the entire year in the new assignment. For example, a non-union public safety management shift employee assigned to a 6-3 shift who is in his or her  $4^{th}$  year of service and who has used 20 hours of vacation and is reassigned to a 24 hour shift is entitled to 108.9 additional hours of vacation for the remainder of the year  $(99 - 24 = 75/99 = .756 \times 144 = 108.9 \text{ hours after rounding})$ . For purposes of this policy in the event of reassignment, entitlement to vacation shall not be reduced, even if years of completion of service would suggest fewer weeks in the employee's current shift.

- (5) **Vacation Requests**: Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1<sup>st</sup> and March 30<sup>th</sup> annually. Vacations requests shall be limited to one week increments for more than two consecutive work weeks must be unless otherwise approved by the Department Director. For purposes of this policy a "work week" is considered to be three (3) scheduled work days for 24 hour shift employees, five (5) scheduled work days for non-shift employees, and six (6) scheduled work days for 6-3 shift employees,
- (6) **Vacation Accumulation**: Vacation time shall not accumulate from year to year and annual leave must be used by the end of the employment year following the anniversary date on which it was earned, unless the application for vacation has been refused or the extension is approved as provided in Comment (7).
- (7) **Vacation Carryover Guidelines**: Any carryover of vacation shall be administered as follows:
  - (a) <u>City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs</u>: City Administrator, Department Directors, Division Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.
  - (b) <u>All Other Employees</u>: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour shift) of vacation past the employee's anniversary date. If vacation is

unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

- (8) Maximum Paid Vacation Periods. Regardless of availability of earned vacation time, tThe maximum paid vacation leave an employee mayean take at any one time cannot exceed five (5) times the number of workdays in the employee's work\_week, regardless of Department Director approval. This limitation shall not apply to a retiring employee (See 214: Retirement), or to an employee on an approved leave of absence.
- (9) Minimum Vacation Requirements. Vacations for periods of less than one-half (1/2) hour or as established by department policy, shall not be granted.

(9)(10) Use of Other Benefit Time. Employees may not combine vacation with other benefit time such as regular holidays, floating holidays, government days or compensatory time, or with scheduled days off, which results in more than sixteen (16) consecutive calendar days off from work for non-shift employees, more than twenty-two (22) consecutive calendar days off for 24 hour shift employees, or more than twenty-one (21) consecutive calendar days off for 6-3 shift employees, unless otherwise approved by the Department Director, or unless for an approved leave of absence.

(10)(11) Approval of Vacation. All vacation requests are subject to approval. Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Amended 1/1/05, 7/1/06, 1/1/08, 11/25/13, 6/1/15, 7/18/16, 3/1/19, 1/6/20, 7/6/20

# **Policy:**

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

#### **Comment:**

(1) <u>(1) Family and Medical Leave</u>: The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA"). The Appendix to this policy outlines the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the City's obligations.

# **General Provisions:**

In accordance with the Family and Medical Leave Act, the City will grant unpaid family and medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

- a. The birth of a child or placement of a child with the employee for adoption or foster care.

  Birth and bonding must be taken as a continuous block of leave unless the Director allows intermittent leave. For incapacity due to pregnancy, prenatal medical care, birth of a child, or to care for such child after birth, or placement of a child with the employee for adoption or foster care; or
  - b. To care for a spouse, child, or parent who has a serious health condition In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
  - c. For a serious health condition that makes the employee unable to perform the essential functions of their job The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.
  - e.d.For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

### **Military Family Leave Entitlements:**

Qualifying Exigency Eligible employees with a spouse, child, or parent on covered active duty or call to covered active duty status may use their 12 week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Service Member Caregiver—FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12 month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who—is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability returned list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any other time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the

covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health conditions".

An eligible employee may also take up to 26 workweeks of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The single 12-month period for leave to care for a covered servicemember (both current servicemembers and veterans) with a serious injury or illness begins on the first day you take leave for this reason and ends 12 months later, regardless of the 12- month period established by your employer for other types of FMLA leave. You are entitled to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Up to 12 of the 26 weeks may be for an FMLA-qualifying reason other than to care for a covered servicemember.)

# **Eligibility:**

To be eligible for family/medical leaveFMLA leave, an employee must be employed by the City for have at least 12 months of service and have worked at least 1,250 hours for the City over the previous twelve (12) month period\_immediately preceding the leave. The 12 months of employment do not have to be consecutive. Employees applying for and granted a family leave of FMLA absence leave are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leaveFMLA leave.

#### **Definitions:**

- a. "Twelve-12-Month Period" will be calculated as the "rolling" twelve (12) month period measured backward from the date an employee uses any FMLA leave.
- b. "Spouse" includes all individuals in legal marriages as defined or recognized in a state where the individual was married ("place of celebration"), and includes individuals in same-sex and common law marriages. A spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. If both spouses work for the City, and are both eligible for FMLA leave, you and yourboth spouses will be limited to a combined total of twelve (12) weeks of FMLA leave in a twelve (12) month period for anyone or all of the following reasons: birth of a child child and bonding with the newborn childer to care for the child\_immediately after birth;

placement of a child with <u>you-the employee</u> for adoption or foster care <u>and bonding</u> <u>with newly-placed child</u>, or to care for the child after placement; or to care for <u>youra</u> parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of <u>your-the employee's</u> spouse or child, or because of <u>your-the employee's</u> own serious health condition.

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks of leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (commonly referred to as "military caregiver leave") if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember. When spouses take military caregiver leave as well as other FMLA leave in the same leave year, each spouse is subject to the combined limitations for the reasons for leave listed above.

- c. "Child" means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster, or stepchild, a legal ward, or a child of a person standing in loco parentis. The age limitation does not apply to employees applying for a FMLA military related leave.
- d. "Serious Health Condition" means an illness, injury, impairment or a physical or mental condition that involves:
  - 1. <u>conditions requiring an overnight stay in a hospital or other medical care facility</u> Inpatient (overnight) care in a medical care facility; or
  - 2. conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than three consecutive days and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication) Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in work, school, or regular daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or
  - 3. chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year Incapacity (as defined above) due to a chronic condition that requires periodic (at least twice per year) visits to a healthcare provider for treatment; or
  - 4. pregnancy (including prenatal medical appointments, incapacity due to

morning sickness, and medically required bed rest) Incapacity (as defined above) due to pregnancy.

Other conditions may meet the definition of continuing treatment.

#### **Intermittent or Reduced Leave:**

An employee may take leave intermittently (a few days or a few hours at a timeminimum of 15 minute increments) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. "Medically necessary" means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the City's operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the supervisor's director's approval consent. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### **Employee Notice Requirement:**

An employee is generally required to give thirty (30) days' notice in the event of a foreseeable leave. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for FMLA leave that was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

An "Application for Family or Medical Leave Leave of Absence Request" form should be obtained from the Financial Services Human Resources Division, completed by the employee, signed by his/her supervisor and Department Director, and returned to the Financial Services Human Resources Division for processing and forwarding of additional forms that may be required to complete as explained below.

#### **Response to Employees:**

As a FMLA covered employer, the City will provide employees with a Notice of Eligibility and Rights & Responsibilities form within five business days of receiving a leave request or becoming aware of the need for FMLA leave. The City's response will establish whether the employee is eligible for FMLA leave and will notify the employee of their rights and responsibilities under the FMLA.

# **Medical and Military** Certifications and Designation

The City may require certification in support of the leave from a healthcare provider no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for the employee's own or a qualified family member's serious health condition. Upon receipt, the employee will be notified by Human Resources whether the leave will be designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Human Resources staff.

For an employee's own medical leave, the City may require a second or third opinion at the City's expense as well as periodic reports on the employee's status.

If the employee has not returned medical certification within 15 calendar days as stated on the Notice of Eligibility and Rights & Responsibilities, the City is not aware of extenuating circumstances, and the City is unable to determine if the need for leave qualifies for FMLA, the City will notify the employee in writing that the FMLA leave request has been denied, using the Designation Notice.

When an employee is on leave and information received by Financial Services staffHuman Resources deems it to meet FMLA criteria, the City may shall designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. Where applicable, Eemployees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.

## **Return To-to Work Authorization**

The employee must request FMLA leave, and the City may require the request be supported by a completed doctor's/practitioner's certification no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for their own or a qualified family member's serious health condition. When an employee is on leave and information received by Financial Services staff deems it to meet FMLA criteria, the City may designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. When applicable, forms are available from and must be returned to Financial Services Division staff for review and processing. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Financial Services staff.

For an employee's own medical leave, the City may require a second or third opinion at the City's expense, periodic reports on the employee's status, and a fitness-for duty report. A release to duty from the employee's health care provider must be provided to the Financial ServicesHuman Resources Division prior to returning to work. If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.

# **Response To Employees:**

As a FMLA covered employer, the City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer will provide reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines the leave is not FMLA protected, the employer will notify the employee.

#### **Effect on Benefits:**

Taking FMLA leave will not result in loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will continue to not accrue during an unpaid FMLA leave unless such leave exceeds thirty (30) consecutive calendar days, in which case no benefits shall accrue during the entire leave. Accrual of benefits for employees on intermittent leave or on a reduced work schedule may be calculated on a pro-rata basis in proportion to their work schedule. No proration of benefit accruals shall occur if employees maintain full-time work status (at least 32 hours per week) or the equivalent of full-time work status is covered with the use of earned benefits.

#### **Continuation of Health Insurance:**

An employee on family/medical leaveFMLA leave may remain a participant in the City's health insurance plan throughout the duration of the leave, as if actively employed. S/heThe employee will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than thirty (30) days late. The City will provide written notice to the employee that the payment has not been received and allow at least 15 days after the date of the letter before coverage stops. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for the delinquent payment upon return from the leave. If an employee does not return to work, the City may require reimbursement for the share of the premiums it paid during the FMLA leave.

# **Return to Work:**

An employee returning from FMLA leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions. Employees are required to provide at least 72 hours advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the Financial Services Human Resources Division.

#### **FMLA and other leaves of absence:**

Employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.

(2) Other Leaves of Absences: Employees generally are eligible for leaves of absence if they

have completed at least twelve 12 months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest.

Requests for a leave of absence or any extension of a leave shallshould generally be submitted in writing to the employee's Department Director thirty30 days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the Finance & Business OperationsHuman Resources DivisionDepartment. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.

The following types of leaves will be considered:

(a) Extended Family and Medical Leave (Non-FMLA). In cases where an employee is not eligible for FMLA leave and the employee's leave duration would typically qualify for FMLA, the employee may be granted a leave of absence.

Approval for such leave must be granted by the Department Director or by the City's Risk Management Committee if the leave exceeds two (2) consecutive weeks. The length of any such leave will be governed by individual circumstances, but in most cases such extended leave should not exceed 12 weeks in any 12 month period. At least 72 hours' notice is required in advance of the employee's return to work date, unless this requirement is waived by the employee's Department Director and by the Human Resources Division.

- (a)(b) Pregnancy not covered under FMLA: Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.
- (b)(c) Other sick leave not covered under FMLA: See Policy 706: Sick Leave
- (e)(d) Personal Leave of Absence: Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.
- (e) Military Leave of Absence: A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain legislated rights with respect to reinstatement, seniority, layoffs, compensation, and length of service pay increases as required by applicable federal

or state law. Employees will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the City will continue to pay an employee their normal straight-time pay on the job, as required and set forth in state law. (See Policy 707: Military Leave)

- (ef) Educational Leave of Absence: Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational leave of absence, if in accordance with the City's best interest and at the discretion of management the employee's Department Director.
- (fg) Public Office Leave of Absence: Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.
- (gh) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

To qualify for bereavement leave pay, an employee must be employed with the City for six (6) months preceding the first day of bereavement leave, and be eligible to receive regular earnings immediately preceding and following the bereavement period.

A Division Manager may approve bereavement leave for employees with less than six months of tenure.

Bereavement leave shall not be taken in less than one day increments.

For permanent part-time employees, a regular scheduled day off work may not be used in combination with bereavement leave to extend consecutive days off to more than five (5) days.

Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term "working days" means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

- (i) <u>Workers' Compensation</u>: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85-or as allowed under Risk Management Policy 2012-009.
- (j) <u>Police/Fire Disability Leave</u>: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.
- (3) Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's Department Director thirty days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the Finance & Business Operations

  Department. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.
- (43) Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military, public service, or otherwise as permitted by law.
- (4) Use of paid benefit time and other benefits while on leave:
  - a. Every employee on a sick leave, Non-FMLA leave, or family care leave of absence FMLA leave who is not maintaining full-time work status or who is not covering absences with earned benefit time up to at least full-time work status equivalent will be required to use all floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave. Earned benefit time shall be used until exhausted. Use of accrued, but unearned vacation may then be used when special circumstances warrant and as approved. (See 506: Vacations) If all benefit time has been exhausted, and the employee is not covered by FMLA, the employee may be subject to termination of employment.
    - 1. <u>Emergency response exception</u>: Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response may choose to take the medical leave as unpaid up to a maximum of twelve (12) weeks; and shall not be required to use

accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After twelve (12) weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA leave.

- b. Employees who are covered by the City's <u>long term</u> disability or workers' compensation insurance, and are therefore already receiving compensation, may may supplement their pay not use any other paid leaveup to 100% of their normal wages.
- c. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned vacation.
- e.d. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.
- d.e. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave and approved paid leave, unless otherwise specified by union contract.
- e.f. Holidays pay (named and floating holidays) will be designated as FMLA leave when a holiday falls during a week in which an employee is taking the full week of FMLA leave or in cases when an employee takes less than a full week but they are expected or were scheduled to work the holiday. included for purposes of calculating FMLA leave time, unless prohibited by law.
- f.g. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.
- g.h. Availability of paid benefit time is no guarantee of continued employment.
- (6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. However, in order to be reinstated to their same job or equivalent job, employees must return to work within 12 weeks after the expiration of an approved sick leave or FMLA leave, or for employees who do not qualify for FMLA leave, within 12 weeks of their first absence. This time may be extended upon recommendation of the Department Director and approval by the City Administrator for good cause, such as availability of additional earned sick leave. Employees who have taken personal, educational or public service leave cannot be

guaranteed employment upon expiration of leave. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's <a href="mailto:physicianmedical provider">physicianmedical provider</a>. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the <a href="mailto:Financial ServicesHuman Resources">Financial ServicesHuman Resources</a> Division. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though s/he were not on leave at the time of the reduction in force.

- (7) Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Department Director and the Director of Finance & Business Operations. They will determine whether reinstatement would be consistent with the City's needs and requirements. Likewise, when an employee is convicted of a crime, the employee's Department Director and the Director of Finance & Business Operations will determine if it is in the best interests of the City to allow resumption to active employment or termination.
- (8) If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.
- (9) Application forms are provided at the end of this policy for use with leaves of absence longer than two consecutive weeks, other than FMLA leave which requires an application form regardless of the length of such leave. These forms also may be obtained from the Financial Services Division. Application forms, other than for FMLA leave, must be completed by the employee and returned to the Financial Services Division at least seven (7) calendar days prior to commencement of a leave, absent unusual circumstances.

# Resource: Dept of Labor - dol.gov/agencies/whd/fmla

Amended 1/1/05, 7/1/06, 1/1/09, 4/09, 1/23/12, 2/13/12, 11/12/12, 11/25/13, 6/1/15, 3/1/19, 1/6/20, 7/6/20, 11/2/20

# **APPENDIX:**

EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

#### **Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

For incapacity due to pregnancy, prenatal medical care or child birth;

To care for the employee's child after birth, or placement for adoption or foster care;

To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or

For a serious health condition that makes the employee unable to perform the employee's job.

#### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12 month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

#### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **Eligibility Requirements**

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

#### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other

conditions may meet the definition of continuing treatment.

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### **Substitution of Paid Leave for Unpaid Leave**

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

#### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

#### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA protected, the employer must notify the employee.

#### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

#### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

#### **Other Provisions:**

Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

<u>Further Information:</u> For more information, employees may contact the Financial Services Division.

# 221: REMOTE WORK

# **Policy:**

It is the policy of the City of Cedar Falls to provide remote work arrangements to employees when it is mutually beneficial to both the City and the employee. The City recognizes that offering flexible work arrangements can increase productivity, reduce turnover, and improve employee morale. Remote work is defined as any work arrangement that allows an employee to work outside of the employee's primary worksite at an alternate location, on a regular basis, at least one day a week, pursuant to an approved Remote Work Agreement. Employees must be able to carry out the same duties, assignments, and other work obligations at their alternate location as they do when working on the City's premises. Employees must be available to attend scheduled meetings and participate in other required office activities as needed.

# **Comment:**

- (1) Approval of a remote work arrangement shall be made on a case-by-case basis. The nature of the work performed, the employee's past work performance, as well as the remote work location must be taken into consideration by the supervisor to determine remote work feasibility before entering into a Remote Work Agreement. The state or locality in which an employee chooses to reside may be a factor in determining if remote work will be approved. Remote work is not an entitlement nor is it a City-wide benefit.
- (2) Remote work is not a substitute for child or other dependent care. Remote workers shall make or maintain regular childcare, adult care, or similar personal arrangements to permit concentration on work assignments during agreed upon work hours.
- (3) Employees requesting a remote work arrangement shall complete and sign the Remote Work Agreement prior to commencing remote work. All remote work agreements are subject to approval by the Department Director.
- (4) On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each remote work arrangement. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the City is to be used for business purposes only. Upon termination of employment, all City property will be returned to the City, unless other arrangements have been made.
- (5) The remote working employee shall establish an appropriate work environment within his or her alternate location. Consistent with the City's expectations of information security for employees working at the office, remote working employees are expected to ensure the protection of City information and to maintain the security of confidential information accessible from the employee's alternate location. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

- (6) Occasional out-of-office work arrangements for two work weeks or less may be allowed on a case-by-case basis if approved by an employee's department director. A formal Remote Work Agreement is not required for these occasional remote work arrangements.
- (7) Voluntary remote work agreements may be discontinued, without cause, at any time, at the request of either the employee or the City. When practicable, either the City or the employee should provide a two week notice of termination of the agreement. When remote work is an expected condition of employment, the remote work agreement may only be discontinued at the option of the City.

Adopted Amended

# **Remote Work Agreement**

Before completing this form, the employee requesting a remote work arrangement must review the Remote Work Policy. The nature of the work performed, as the employee's past work performance, and the remote work location must be assessed by the supervisor to determine remote work feasibility before entering into a remote work agreement. All remote work agreements are subject to approval by the Department Director. Remote work is neither an entitlement nor an organization-wide benefit.

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's remote work arrangement. Each remote work arrangement is unique depending on the needs of the position, supervisor, and employee.

# A. EMPLOYEE INFORMATION

Employee Name:	Click here to enter text.
Job Title:	Click here to enter text.
Department:	Click here to enter text.
Supervisor:	Click here to enter text.
Location where remote work will be performed:	Click here to enter text.
Remote work arrangement effective dates:	Click here to enter text Click here to enter text.

# **B. POSITION SUMMARY**

The general expectation for a remote work arrangement is that the employee will effectively accomplish the employee's regular job duties, regardless of work location. If there are telework-specific job duties and/or expectations, specify them in the box below, or enter N/A.

#### C. TELEWORK DETAILS

Remote Work Schedule (days/hours):	Click here to enter text.
` , , , ,	
Equipment owned by the employee that will be	Click here to enter text.
used at the alternate worksite:	
Equipment owned by the City that will be used at	Click here to enter text.
the alternate worksite:	
If the employee supervises others, how will the	Click here to enter text.
employee meet & maintain the employee's	
supervisory responsibilities while working remotely:	
Identify any distractions from the employee's work	Click here to enter text.
at the alternate worksite. How will the employee	
manage these distractions to maintain productivity	
and quality while working remotely?	
Other conditions of the remote work agreement (if	Click here to enter text.
applicable):	

# D. ACKNOWLEGEMENTS AND APPROVALS

Voluntary remote work agreements may be discontinued, without cause, at any time, at the request of either the employee or the City. When practicable, either the City or the employee should provide a two week notice of termination of the agreement. When remote work is an expected condition of employment, the remote work agreement may only be discontinued at the option of the City.

This completed agreement will be retained by Human Resources in the employee's personnel file.

The undersigned hereby enter into this agreement with a full understanding and acceptance of the terms and conditions herein specified. Employee agrees to properly track all hours worked and in accordance with Fair Labor Standards Act (FLSA) guidelines.

Employee	Date
Employee's Supervisor	Date
Department Director	Date
Human Resources Manager	 Date

Last Updated: 06/2021



#### **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:** January 25, 2022

**SUBJECT:** Property Assessments

Attached is paperwork regarding one (1) property that had their lawn mowed by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Dawn Buckley Jackson 923 Ellen Street Cedar Falls, IA 50613

199.34 November 2021 <u>2.99</u> 2021 (fees) \$202.33 Total owed

> Property address: 923 Ellen, CF Parcel #8914-11-451-008

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

٧.

DAWN BUCKLEY JACKSON

TO THE ABOVE-NAMED PERSON(S): Dawn D Buckley Jackson

PROPERTY DESCRIPTION: 923 Ellen Street, Cedar Falls, Iowa

Black Hawk County Parcel #8914-11-451-008

LEGAL DESCRIPTION OF PROPERTY: Crest Haven Addition Lot 7,

Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow the property located at 923 Ellen Street pursuant to City of Cedar Falls Ordinance Section 17-246. This matter is currently set on the Cedar Falls City Council agenda for **March 7**, **2022**.

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: J	Jacqueline Danielsen.	City Clerk,	220 Clay Street	, Cedar Falls, IA 50613
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(319) 273-8600

RESOLUTION NO.	TION NO.
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RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW THE PROPERTY LOCATED AT 923 Ellen STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-451-008

WHEREAS, it was determined that the property located at 923 Ellen Street, being legally described as Crest Haven Addition Lot 7, Cedar Falls, Black Hawk County, lowa, Parcel ID 8914-11-451-008, was in violation of City of Cedar Falls Ordinance Section 17-246 for failure to mow the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 923 Ellen Street (Parcel ID 8914-11-451-008) to be mowed, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to mow the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$254.33 (\$202.33 + \$52.00 recording fee), be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Crest Haven Addition Lot 7, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-451-008

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 7th day of March, 2022.

	Robert M. Green, Mayor	
ATTEST:		
Jacqueline Danielsen, MMC, City Clerk		



# DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

# CITY OF CEDAR FALLS, IOWA

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

January 3, 2022

Dawn Buckley Jackson 923 Ellen Street Cedar Falls, IA 50613

Dear Dawn Buckley Jackson,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-mowing on 11/1/21 for \$199.34, as well as late fees of \$2.99 for a total amount due of \$202.33. If no payment is received by January 18, 2022 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

PAGE

Item 15.

CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 12/30/21

TO: DAWN BUCKLEY JACKSON 923 ELLEN STREET

CEDAR FALLS, IA 50613

CUSTOM	ER NO: 570	05/5705 T	YPE: MS - M	ISCELLANE	ous
CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
CEMOW	0/00/00 11/08/21	BEGINNING BALANCE MOWED LAWN ON: 11/1/21 PER ORDINANCE 17-246&247 PROFESSIONAL LAWN CARE IN	V.#17560	12/08/21	.00 199.34 \$157.70
GFFIN	12/30/21	CODE ENFORCEMENT/ADMIN. CO FINANCE CHARGE-GEN FUND	OSTS	1/31/22	\$41.64 2.99

1.5	5 9	LATE	FEE	WILL	ΒE	ASSESSED	ON	PAYMENTS	OVER
30	DA	YS							

CUDDEN	30 DAYS	60 DAYS	90 DAYS
CURRENT	30 DAID	00 2112	
2.99	199.34		

 DUE DATE: 1/31/22
 PAYMENT DUE: 202.33

 TOTAL DUE: \$202.33

# PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 12/30/21 DUE DATE: 1/31/22 NAME: BUCKLEY JACKSON, DAWN CUSTOMER NO: 5705/5705 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: \$202.33

# CITY OF CEDAR FALLS 220 CLAY STREET CEDAR FALLS, IA 50613

(319) 273-8600

TO: DAWN BUCKLEY JACKSON

923 ELLEN STREET

CEDAR FALLS, IA 50613

INVOICE NO: 38141

DATE: 11/08/21

CUSTOMER NO: 5705/5705

TYPE: MS - MISCELLANEOUS

\_\_\_\_\_\_ UNIT PRICE EXTENDED PRICE DESCRIPTION QUANTITY \_\_\_\_\_\_

MOWED LAWN ON: 11/1/21 1.00

199.34

199.34

PER ORDINANCE 17-246&247

PROFESSIONAL LAWN CARE INV.#17560 CODE ENFORCEMENT/ADMIN. COSTS

\$157.70

\$41.64

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER 30 DAYS

TOTAL DUE:

\$199.34

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/08/21 DUE DATE:12/08/21 NAME: BUCKLEY JACKSON, DAWN CUSTOMER NO: 5705/5705

TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF CEDAR FALLS

220 CLAY STREET CEDAR FALLS

IA 50613

INVOICE NO: 38141 TERMS: NET 30 DAYS

AMOUNT:

\$199 573

# Professional Lawn Care, LLC



**Dennis Lickteig** P.O. Box 1942 Waterloo, Iowa 50704 Phone (319) 233-3942 Prolawn@mchsi.com



**Snow Removal** Salt & Sand Parking Lots **Hauling Snow** Irrigation Repair

City of Cedar Falls Dept. of Public Works 2200 Technology Parkway Cedar Falls, IA 50613 319-273-8629

Garden Tilling Power Raking **Hedge Trimming** Tree Pruning **Weed Mowing** Lawn Mowing Garden Plowing Fall Clean up Vacuum Leaf Raking

Item 15.

Invoice Number 17560 Date

11/1/2021	Code Enforcement mowing at 923 Ellen 1.66 Hours at \$95.00 p	per hour	\$157.70
		Sum of Charges	\$157.7
Th	ank You, We appreciate your Business	Tax	90.0

Total



#### DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

# LEGAL NOTICE OF NUISANCE TO BE ABATED: GRASS AND WEEDS

**EFFECTIVE DATE OF THIS NOTICE:** 

10/22/2021

Case # 21-0628-GRSS

PROPERTY RESIDENT:

Dawn D Buckley Jackson

PROPERTY ADDRESS:

923 Ellen St

Cedar Falls IA 50613

**Property Owner Name:** 

Dawn D Buckley Jackson

**Property Owner Address:** 

923 Ellen St

Cedar Falls, IA 50613

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

#### **CREST HAVEN ADDITION LOT 7**

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 10/29/2021, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

#### Sec. 17-246. - Noxious weeds prohibited; exceptions.

- (a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:
- (1) Those defined in Iowa Code § 317.1A;
- (2) Grass and weeds exceeding eight inches in height;
- (3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

#### Sec. 15-2(18) Nuisance Defined

Dense growth of all weeds, vines, brush or other vegetation, including dead bushes, and dead woody plants, or other overgrown or unkempt bushes or other growth, in the city so as to constitute a health, safety or fire hazard.

(Code 2017, § 18-2; Ord. No. 2625, § 1, 5-29-2007; Ord. No. 2882, §§ 1—4, 9-19-2016; Ord. No. 2942, § 1, 6-3-2019)

Code Section	Nature of the Violation	Comply By

IACF 11-297(a)(19) Un-mowed Grass or Weeds For un-mowed grass or weeds, in violation of section 17-246 of this code.

10/29/2021

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown on the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

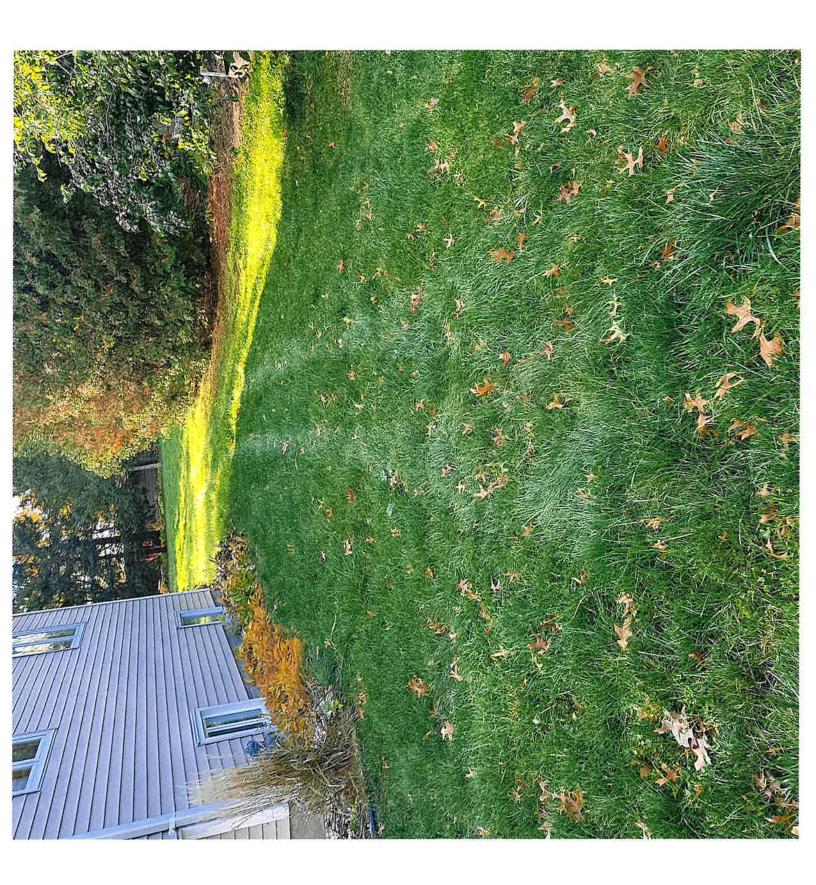
CITY OF CEDAR FALLS CODE ENFORCEMENT

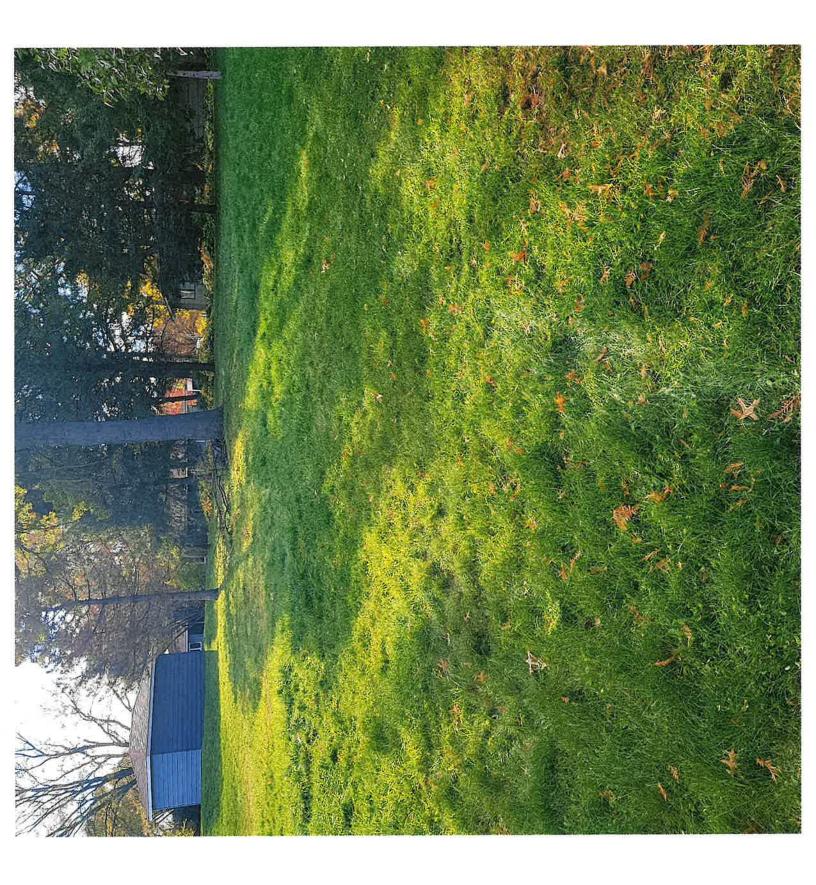
Vicky Satterlee

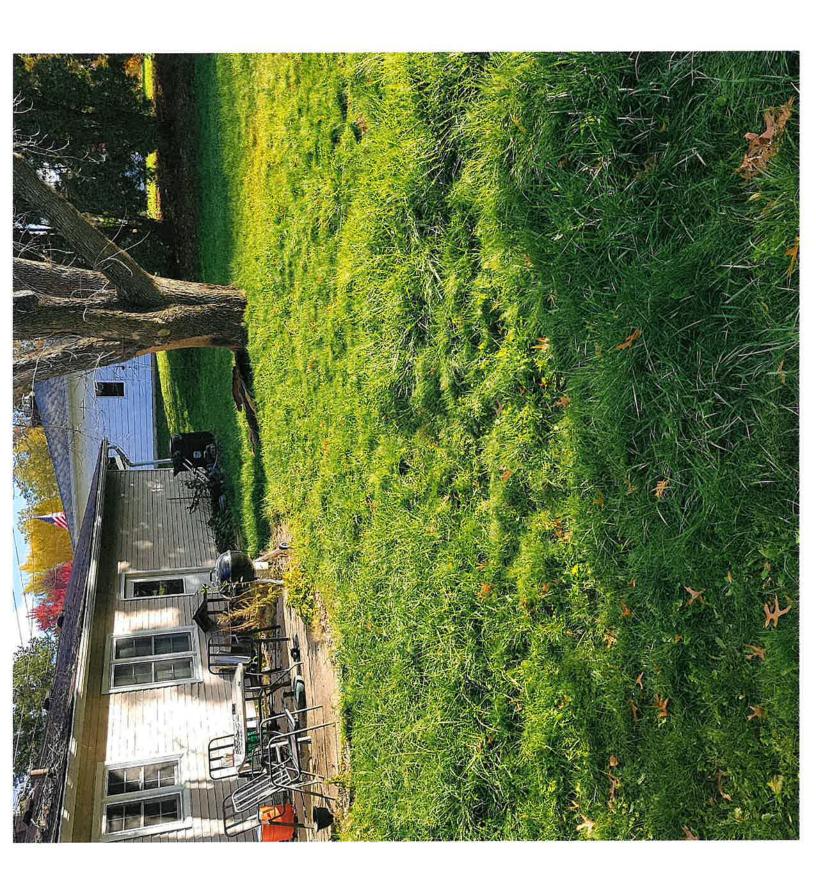
**Code Enforcement Officer** 

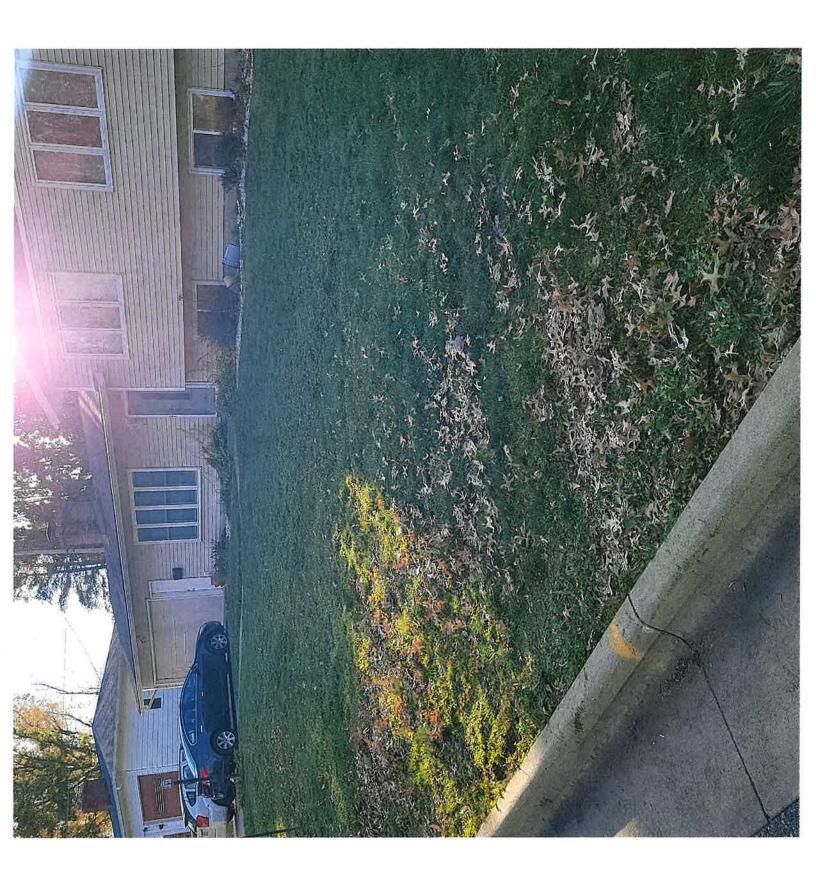


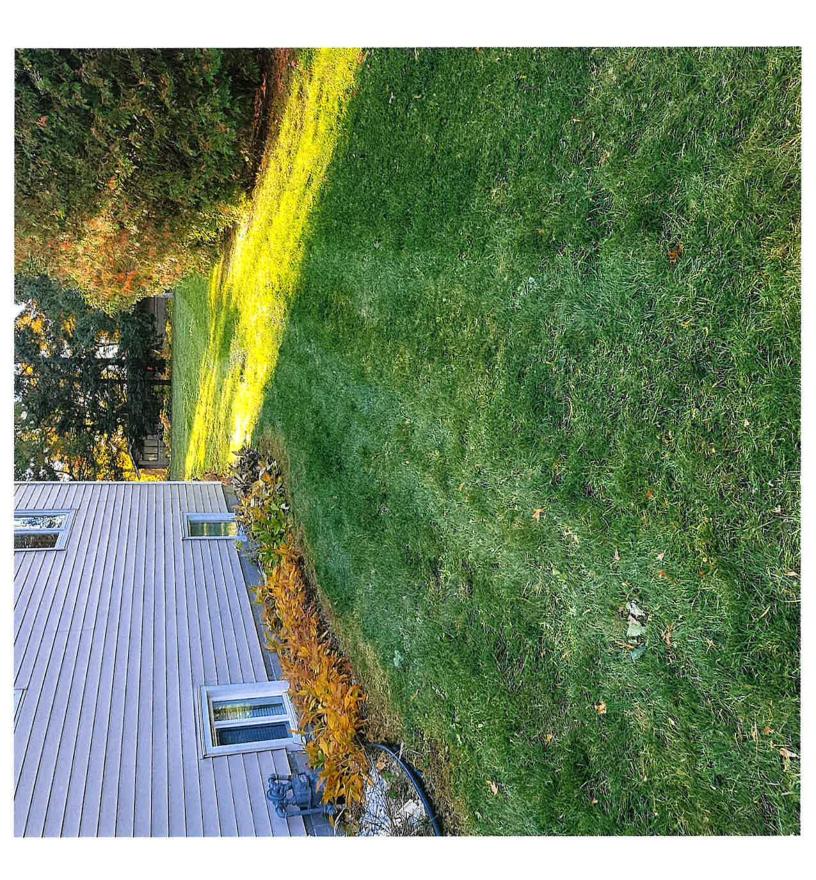


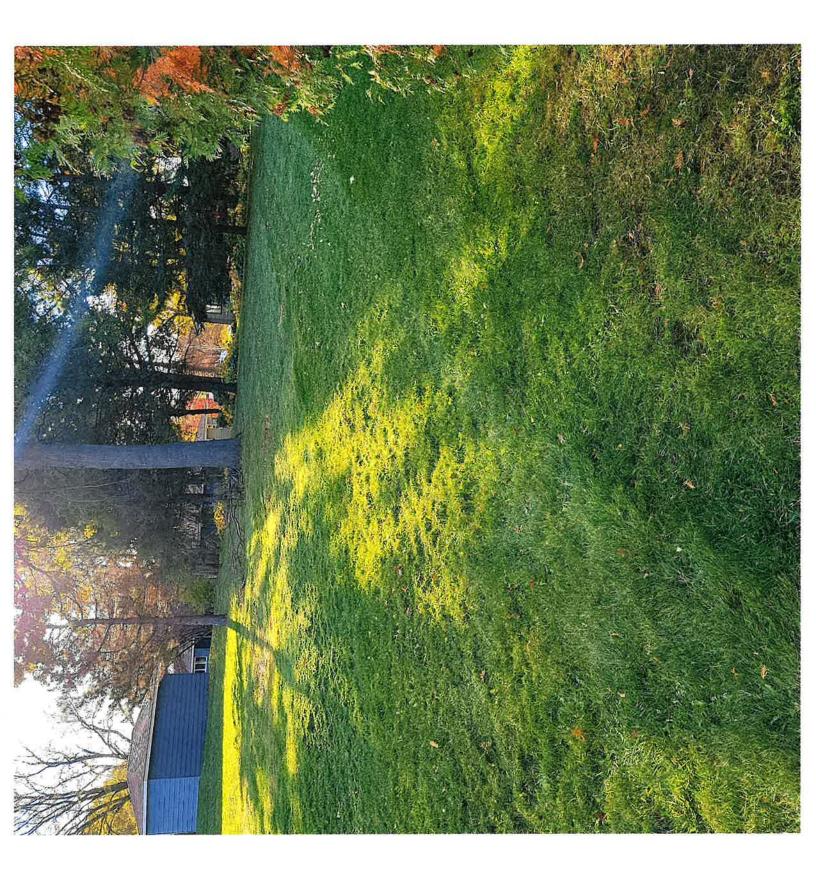


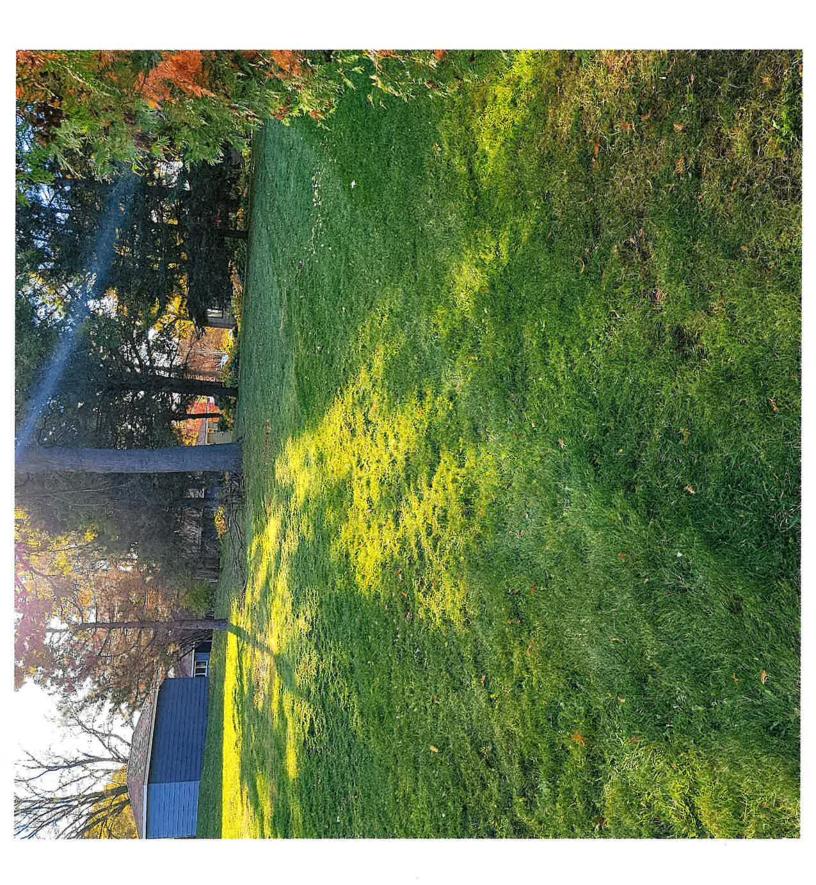


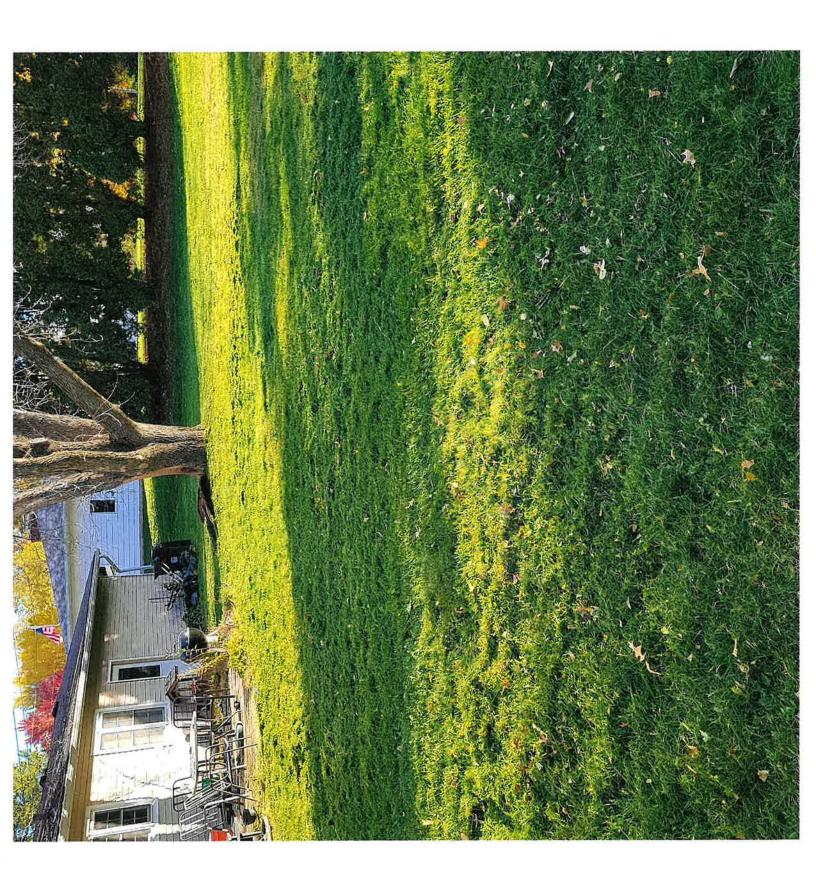












#### Beacon<sup>™</sup> Black Hawk County, IA

#### Summary

891411451008 Parcel ID

Alternate ID **Property Address** 

923 FLI EN ST

Sec/Twp/Rng

CEDAR FALLS IA 50613

**CREST HAVEN ADDITION LOT 7 Brief Tax Description** (Note: Not to be used on legal documents)

2005-023290 (4/8/2005)

Deed Book/Page Contract Book/Page

0.00 **Gross Acres Net Acres** 0.00 **Adjusted CSR Pts** 0

R - Residential Class

(Note: This is for assessment purposes only. Not to be used for zoning.) 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH District

CEDAR FALLS COMMUNITY SCHOOLS **School District** 



B. # . . 145

#### Owner information

Mail To Deed

BUCKLEY JACKSON, DAWN D BUCKLEY JACKSON, DAWN D 923 ELLEN ST 923 ELLEN ST

CEDAR FALLS IA 50613 CEDAR FALLS IA 50613

#### Sales

						IVIGICI	
Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Parcel	Amount
4/6/2005	MERNER.GERALDINE B	BUCKLEY JACKSON, DAWN D	2005-23290	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		\$142,900.00

#### Land

Lot Dimensions Regular Lot: 100.00 x 180.00

0.41 Acres; 18,000 SF Lot Area

(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

#### Residental Dwellings

**Residential Dwelling** 

Occupancy Single-Family / Owner Occupied

Split Level Frame Style

**Architectural Style** N/A Year Built 1957 **Exterior Material** Vinvl 1,272 \$F **Total Gross Living Area** Attic Type None;

**Number of Rooms** 5 above; 0 below **Number of Bedrooms** 3 above; 0 below

**Basement Area Type** 1/2 **Basement Area** 636

**Basement Finished Area** 550 - Rec. Room (Single)

1 Standard Bath - 3 Fi; 1 Shower Stall Bath -3; Plumbing

Central Air Yes Heat Fireplaces 1 Masonry;

**Porches** 

Concrete Patio (144 SF); Decks Additions

520 SF - Att Frame (Built 1957); Garages

#### **Permits**

Permit #	Date	Description	Amount
CF HA 00818	12/31/2017	Furnace	0
CF 29462	08/16/2016	Windows	6,000
CF 15854	07/02/2010	Roof	7,500
CF HA 0151	06/25/2003	A/C	0

Item 15.

#### **Valuation**

	2021	2020	2019	2018	2017
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$46,170	\$35,910	\$35,910	\$35,910	\$35,910
+ Assessed Building Value	\$0	\$0	<b>\$0</b>	\$0	\$0
+ Assessed Dwelling Value	\$132,860	\$139,190	\$139,190	\$139,190	\$131,090
= Gross Assessed Value	\$179,030	\$175,100	\$175,100	\$175,100	\$167,000
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$179,030	\$175,100	\$175,100	\$175,100	\$167,000

#### **Taxation**

	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+ Taxable Land Value	\$20,257	\$19,777	\$20,439	\$19,973
+ Taxable Building Value	\$O	\$0	\$0	\$0
+ Taxable Dwelling Value	\$78,516	\$76,658	\$79,224	\$72,913
= Gross Taxable Value	\$98,773	\$96,435	\$99,663	\$92,886
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$98,773	\$96,435	\$99,663	\$92,886
x Levy Rate (per \$1000 of value)	33.00838	33.14094	32.53716	33,22510
= Gross Taxes Due	\$3,260.34	\$3,195.95	\$3,242.75	\$3,086.00
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$160.09)	(\$160.73)	(\$157.81)	(\$161.14)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
<ul> <li>Net Taxes Due</li> </ul>	\$3,100.25	\$3,035.22	\$3,084.94	\$2,924.86

#### **Tax History**

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022 September 2021	\$1,550 \$1,550	No Yes	9/20/2021	333926
2019	March 2021 September 2020	\$1,518 \$1,518	Yes Yes	3/12/2021 9/21/2020	267418
2018	March 2020 September 2019	\$1,542 \$1,542	Yes Yes	3/10/2020 9/20/2019	065102
2017	March 2019 September 2018	\$1,463 \$1,463	Yes Yes	3/20/2019 9/19/2018	065102
2016	March 2018 September 2017	\$1,496 \$1,496	Yes Yes	3/14/2018 9/28/2017	065102

#### **Pay Property Taxes**

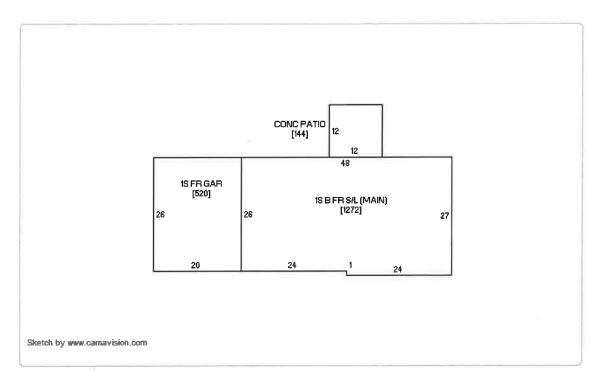
Click here to pay property taxes for this parcel.

#### **Photos**



#### **Sketches**

588



#### **Show Deed/Contract**

Show Deed/Contract

#### Мар



#### **Polling Location**

View Polling Location

Item 15.

#### **Recent Sales In Area**

# Sale date range: From: 01/25/2019 To: 01/25/2022 Sales by Neighborhood Sales by Subdivision

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

Developed by

Schneider

User Privacy Policy GDPR Privacy Notice

1500

Feet

Sales by Distance

Last Data Upload: 1/25/2022, 7:35:34 AM

Version 2.3 173



#### **CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS 4600 S. MAIN STREET CEDAR FALLS, IOWA 50613

319-273-8612

#### **MEMORANDUM**

**To:** Mayor and City Council

From: Craig Berte, Chief of Police

**Date:** February 25, 2022

**Re:** State of Iowa Peace Officer Retention Bonus Grant

The City of Cedar Falls was recently contacted by the State of Iowa providing information and instructions for participation in a Peace Officer Retention Bonus Grant. In her 2022 Condition of the State Address, Governor Kim Reynolds announced plans to award Iowa law enforcement and corrections officers a \$1,000 retention bonus from the federal America Rescue Plan Act (ARPA) funds. This grant is being administered by the Department of Administrative Services for the State of Iowa and the peace officer verification process is being completed by the Iowa Law Enforcement Academy. This bonus is paid directly to qualifying officers by the State of Iowa. There is no cost to the City of Cedar Falls for participation in this grant program.

I recommend approval of the grant.

#### Craig Berte

From: jacquie.holm-smith@iowa.gov on behalf of Communications, DAS

<dascommunications@iowa.gov>

Sent:Thursday, February 17, 2022 3:21 PMSubject:\$1,000 Peace Officer Retention Bonus

CAUTION: This email originated outside the City of Cedar Falls email system.

Do not click links or open attachments unless you recognize the sender and know the content is safe.



#### **Now Accepting Applications**

In her 2022 Condition of the State Address, Governor Kim Reynolds announced plans to award lowa law enforcement and corrections officers a \$1,000 retention bonus from federal America Rescue Plan Act (ARPA) funds in appreciation of the sacrifice and dedication they have shown in serving their communities.

Beginning today, applications are being accepted for the \$1,000 Peace Officer Retention Bonus.

To apply, law enforcement agency administrators (Sheriff, Chief) must complete a three-part application process as the Agency Authorized Applicant (see instructions):

- 1. Create a user account at <a href="lowaGrants.gov">lowaGrants.gov</a> (unless an agency account currently exists)
- 2. Submit a Peace Officer Retention Bonus grant application
- Complete and submit the Eligible Agency Personnel spreadsheet

The \$1,000 retention bonus will be awarded to all <u>eligible agency personnel</u> included in the agency's application documents, which will be accepted through Friday, March 11, 2022. *To avoid potential processing delays, it is recommended all materials be completed and submitted as early as possible.* 

Following review and verification of eligible agency personnel by the Iowa Law Enforcement Agency, the \$1,000 premium pay lump-sum payments will be processed by the Department of Administrative Services and mailed directly to each recipient this spring. Federal 1099s will be issued at the end of the year.

The lowa Peace Officer Retention Bonus is administered in partnership by the Governor's Office with the lowa Law Enforcement Academy (ILEA), Department of Public Safety (DPS), Office of the Chief Information Officer (OCIO), and Department of Administrative Services (DAS).

1

For more information email pobonus@governor.iowa.gov.

#### <u>Iowa Department of Administrative Services</u>

Hours of Operation: 8:00 a.m. to 4:30 p.m. 24/7 Customer Helpline: 515-242-5120

General Questions: <u>CustServ.DAS@iowa.gov</u>
Building and Grounds: <u>CustServ.GSE@iowa.gov</u>
Human Resources Questions: <u>CustServ.HRE@iowa.gov</u>

2 593

## **Peace Officer Retention Bonus**

In her 2022 Condition of the State Address, Governor Kim Reynolds announced plans to award lowa law enforcement and corrections officers a \$1,000 retention bonus from federal America Rescue Plan Act (ARPA) funds in appreciation of the sacrifice and dedication they have shown in serving their communities.

The State of Iowa's Peace Officer Retention Bonus awards \$1,000 to eligible peace officers.

In order for the eligible agency personnel to receive the retention bonus, the Law Enforcement Agency Administrator (Sheriff, Chief) must complete the steps in the application process as the **Agency Authorized Applicant**.

Steps include creating a user account at lowa Grants Online, submitting a grant application, and uploading a spreadsheet containing the necessary information for eligible agency personnel. Each step is outlined in the instructions below.

Following review and verification of eligible agency personnel by the Iowa Law Enforcement Agency, the \$1,000 premium pay lump-sum payments will be processed by the Department of Administrative Services and mailed directly to each recipient this spring. Federal 1099s will be issued at the end of the year.

The application deadline is Friday, March 11, 2022.

#### **Applicant Instructions**

Part 1: Create a user account to access Iowa Grants

Part 2: Submit a Peace Officer Retention Bonus grant application at IowaGrants.gov

Part 3: Complete and Submit the Eligible Agency Personnel spreadsheet

Exhibit A: Eligible Agency Personnel Requirements

#### Part 1: Create a user account to access lowa Grants

Agency Authorized Applicants must have a user account at **lowaGrants.gov** to apply for the Peace Officer Retention Bonus. If your agency does not have an existing account, follow the instructions in Part 1. If your agency already has an **lowaGrants.gov** account, proceed to <u>Part 2: Submit a Peace Officer Retention Bonus grant application at lowaGrants.gov</u>.

#### Step 1: Create a New User Account

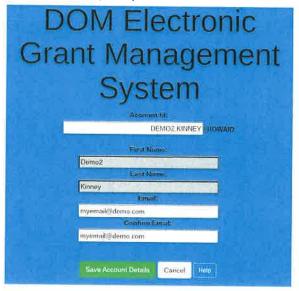
- a) Go to <u>lowaGrants.gov</u>
- b) Select 'New Users Register Here'



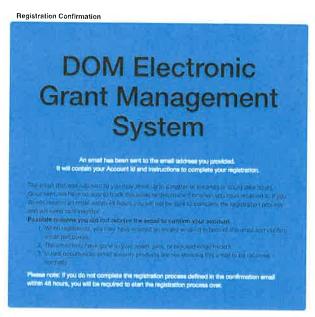
c) Enter your first and last name, then 'Register.'



d) Enter and confirm your email address. Note that your Account ID is autogenerated for you. **This will be your user name in the lowa Grants system**. Click 'Save Account Details' and accept the confirmation prompt.

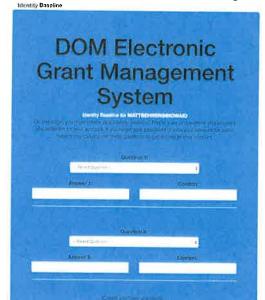


 You will see the confirmation screen below. A confirmation email has been sent to the email address you provided. Follow the instructions in this email to activate your account.



#### **Step 2: Activate your New User Account**

a) Your confirmation email will have a subject line of "Account Confirmation for DOM Electronic Grant Management System." In the confirmation email, you will see a section labeled 'Account Activation Process.' Click the link in step 1 to begin your account activation.



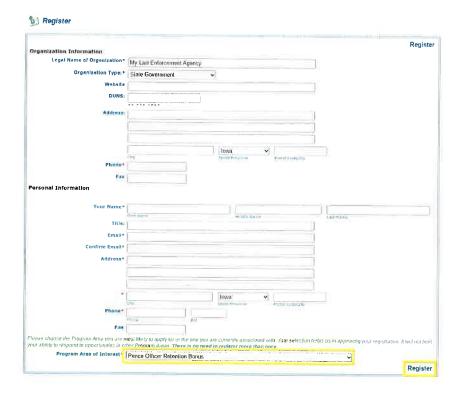
b) You will be asked to create an identity baseline by answering a set of security questions.

c) You will be asked to create a password. Enter a new password and 'Save new password.'



- d) Once you have created a new password, you will sign in to **lowaGrants.gov** as a Returning User. You will use the AccountID provided in your confirmation email and the password you just created.
- e) When you log in for the first time, you will be asked to register.
  - For 'Organization Information,' enter the name and address of your law enforcement agency.
  - For 'Personal Information,' enter your name and contact information.
  - For 'Program Area of Interest,' select 'Peace Officer Retention Bonus.' This will assist in the registration and assignment of your grant application profile.

'Register' when done.



f) You will see a confirmation message that your account registration has been submitted. Your registration will be reviewed and approved. Upon approval you will receive an email notification. You will then be able to proceed with logging into the lowa Grants system and applying for the Peace Officer Retention Bonus.

Thank you for registering.

A notice has been sent to your email address.

Your registration has been submitted for approval. When you receive e-mail confirmation of approval you may return to the login screen and log in.. If you do not receive confirmation of approval within 72 hours of submission please contact the Program Officer listed in the Funding Opportunity.

## Part 2: Submit a Peace Officer Retention Bonus grant application at IowaGrants.gov

Once the agency user account is created, a grant application must be submitted in **lowaGrants.gov**. If you do not have an active **lowaGrants.gov** account, see <u>Part 1: Create a user account to access lowa Grants</u> for instructions.

The following instructions will walk you through the steps to complete a grant application. **Step 1: Log in** 

a) Go to <u>lowaGrants.gov</u>. Select "Returning Users Sign In Here."



b) Enter your account ID and password. Then 'Sign In.'



(If you do not have an account, see the note in "Instructions" above for directions. If you have an account and do not know your account information, click the 'Help' button to review details on how to retrieve your account and change your password.)

#### Step 2: Find the "Peace Officer Retention Bonus" grant opportunity

a) Select "Funding Opportunities"



b) Select the "Peace Officer Retention Bonus" grant.

445544 Administrative Services

Peace Officer Retention Bonus

Peace Officer Retention Bonus

Pre-Application Deadline not Applicable

03/11/2022

#### Step 3: Start a new application

a) Click "Start a New Application."



- b) In the "General Information" section, select your name and organization for the registered applicant and organization. For the project title, label it [Your Agency Name -PORB]. (e.g. 'Polk County Sheriff - PORB'). In the upper right corner, click 'Save.'
- c) You have now created an application. It should look similar to the example below. Note that the grant application ID is available in the upper left corner. In the example below, the grant application ID (aka System ID) is '447776'. (It is not the Funding ID 445544.) To continue, click 'Go to Application Forms.'

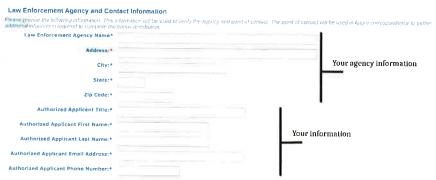


#### Step 4: Complete the application form

a) In the 'Application Forms' section, click "Peace Officer Retention Bonus - Application."



b) In the 'Law Enforcement Agency and Contact Information' section, enter your agency and your contact information.



c) In the 'Qualification Requirements' section, you must confirm that you have read and understand the qualification requirements before proceeding by checking the box next to this statement.



d) Scroll to the top of the page and 'Save' in the upper right corner. Then 'Mark as Complete.'



#### **Step 5: Complete the Minority Impact Statement**

a) In the 'Application Forms' section, click "Minority Impact Statement (2020)"



b) Read the instructions. Scroll down to the minority impact section and answer all the questions appropriately.



c) In the upper right corner, click 'Save'. You then need to scroll down to the 'Minority Impact Statement' section again and click 'Mark as Complete.'



This will return you to the 'Application Forms' section.

#### Step 6: Submit the completed application

a) You will now have all three forms marked as complete. Click 'Submit.'



Review the prompt and click 'Ok.'

b) Complete the 'Application Signature' section and click 'Submit.'



c) You will see a confirmation that your application has been submitted.



**Important:** The grant 'Application ID' number shown in your confirmation is required and will need to be entered in the 'Eligible Agency Personnel' spreadsheet.

Once the grant application has been successfully submitted, proceed to Part 3 for instructions on completing and submitting the 'Eligible Agency Personnel' spreadsheet.

## Part 3: Complete and Submit the Eligible Agency Personnel spreadsheet

With each grant application, the Authorized Applicant must submit an 'Eligible Agency Personnel' spreadsheet containing the information necessary to process State payment warrants for eligible recipients. This step can be started immediately, but the grant application at **lowaGrants.gov** must be completed before the spreadsheet can be submitted in order to include the required Grant Application ID number from Part 2.

#### Step 1: Download the Eligible Peace Officer Recipient Information spreadsheet

- a) Click or paste the following link into a browser to view the spreadsheet:

  <a href="https://iowamac-my.sharepoint.com/:x:/g/personal/pobonus\_governor\_iowa\_gov/EfLNrol\_fgd9lrln4nhLWz98B7xdVC55THYoK4JxuPbu5aA">https://iowamac-my.sharepoint.com/:x:/g/personal/pobonus\_governor\_iowa\_gov/EfLNrol\_fgd9lrln4nhLWz98B7xdVC55THYoK4JxuPbu5aA</a>
- b) This spreadsheet is 'View Only.' You must download the spreadsheet to edit it. In the upper left corner, click 'File,' 'Save As,' and select 'Download a Copy.'



c) Open the spreadsheet you have downloaded. You will be able to edit this spreadsheet. You can close the 'View Only' spreadsheet.

## Step 2: Populate the Eligible Peace Officer Recipient Information spreadsheet This spreadsheet consists of four parts on one sheet.

#### 1. Grant Application ID

The Grant Application ID is a unique ID number provided when the Authorized Applicant submits an application at **lowaGrants.gov**. This ID is available at **lowaGrants.gov** under "My Applications" and is also emailed to the Authorized Applicant in the application confirmation email upon submission.

NOTE: The Grant Application ID is <u>not</u> the Funding Opportunity ID (i.e. 445544 is not the Grant Application ID. "445544 - Peace Officer Retention Bonus" is the Funding Opportunity ID)

#### 2. Eligible Recipient Information

This section contains required information for each Eligible Agency Personnel for verification and processing State payment warrants. Name, home address, SSN, and Disciplinary Leave status are required. If an officer is marked on disciplinary leave, a comment should be provided describing the leave status.

NOTE: If the Authorized Applicant meets the <u>eligibility requirements</u>, they should be included in the list of Eligible Agency Personnel.



#### 3. Authorized Applicant Information

This section contains information on the authorized recipient providing the information contained in the spreadsheet. This information will be duplicative for each eligible agency personnel listed.



#### 4. Law Enforcement Agency Information

This section contains information of the law enforcement agency associated with the authorized applicant. This information will be duplicative for each eligible agency personnel listed.

	Law Enforcement Age	ency Information	MIR OROS	The state of the s
Agency Name	▼ Address	▼ City	<b>▼</b> State	▼ Zip ▼
Peace Officer Agency	111 Pine	Des Moines	IA	50023

#### Step 3: Upload the completed spreadsheet

- a) Upon completing the required information, save the file.
- b) Click or paste this link to open a secure file upload in a browser:

  <a href="https://iowamac-my.sharepoint.com/:f:/g/personal/pobonus governor iowa gov/EuWR6">https://iowamac-my.sharepoint.com/:f:/g/personal/pobonus governor iowa gov/EuWR6</a>

  wZgmmVErRUyOYL-6iMBTyJJDegBIEeENRngDayftg
- c) Click 'Select files'
- d) Navigate to the completed spreadsheet and click 'Open'
- e) Click 'Upload
- f) You will see a confirmation message confirming that your submission has been uploaded successfully.

Thank you. This completes the Peace Officer Retention Bonus application process.

#### **Exhibit A: Eligible Agency Personnel Requirements**

Eligible agency personnel for the Peace Officer Retention Bonus include:

a. Certified "peace officers" as defined by Iowa Code section 801.4(11)

Sheriffs/Deputies Marshals/City Police Officers

DPS Officers

Parole Officers

**Probation Officers** 

Regents Security Officers Conservation Officers, or DOT Peace Officers: AND

b. "Peace officers" currently employed and working full time for the state or a law enforcement agency at the time of submission;

For purposes of this provision, "full time" is defined as an employee who, for a calendar month, is employed an average of at least 30 hours of service per week, or 130 hours of service per month. 26 U.S.C. § 4980H(c)(4); AND

- c. Officers who are not reserve peace officers as defined by Iowa Code section 80D.1A; AND
- d. Officers who have not performed their work exclusively by telework.

Otherwise eligible "peace officers" who have been placed on administrative leave as a result of a disciplinary or administrative personnel investigation shall be denoted as such. The peace officer retention bonus for that officer will be withheld until such time as the program administrator receives notice from the designated Law Enforcement Agency or State Administrator that the investigation has concluded and the officer remains currently employed and working full time for the submitting law enforcement agency as a certified peace officer. Unless otherwise notified, this process shall not exceed six months.

The Iowa Peace Officer Retention Bonus is administered in partnership by the Governor's Office with the Iowa Law Enforcement Academy (ILEA), Department of Public Safety (DPS), Office of the Chief Information Officer (OCIO), and Department of Administrative Services (DAS).

For more information email <a href="mailto:pobonus@governor.iowa.gov">pobonus@governor.iowa.gov</a>.

## F A L L S

#### R DEPARTMENT OF COMMUNITY DEVELOPMENT

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

#### **MEMORANDUM**

**Planning & Community Services Division** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Michelle Pezley, Planner III

Ben Claypool, Civil Engineer II, PhD, EI

**DATE:** February 24, 2022

**SUBJECT:** Commercial Site Plan – 3717 Midway Drive (Case # SP22-001)

REQUEST: Site plan approval for mini-storage units in C-2 Zoning District

PETITIONER: Gordie Sorensen, Sorensen Real Estate Partners, Inc. (purchase agreement)

LOCATION: 3717 Midway Drive; South of University Avenue; East of the City Limits.

#### **PROPOSAL**

The applicant proposes to convert a car wash into mini-storage and construct an addition on the western side of the existing building. The proposed 30 mini-storage units would be accessible from the front door facing Midway Drive from the interior of the building. The addition also consists of a personal shop for the property owner. The site plan illustrates the location of the existing building, addition, and existing parking spaces for the use. The proposed layout of the site sits on 0.37 acres.

The property abuts the Cedar Falls City Limits. O'Reilly Automotive is located to the north. Five Seasons mobile home park is located to the south and the parking lot for 228 Spaces Apartments west of the property. The car wash and the surrounding properties are within the C2 District.



#### **BACKGROUND**

The car wash was built in 1990. The City Council approved the second access drive in 1996. The applicant has an agreement to purchase the property from the existing owner.

The existing site consists of a car wash with one-way traffic circulation, as a vehicle will travel through the car wash bays and then out to the street through a one-way 10-foot exit drive. The applicant indicated that the existing building



is 15.5 feet from the north property boundary, which is not wide enough width to provide two-way traffic to the rear of the lot. The applicant proposes the rear to be for personal use only.

#### **ANALYSIS**

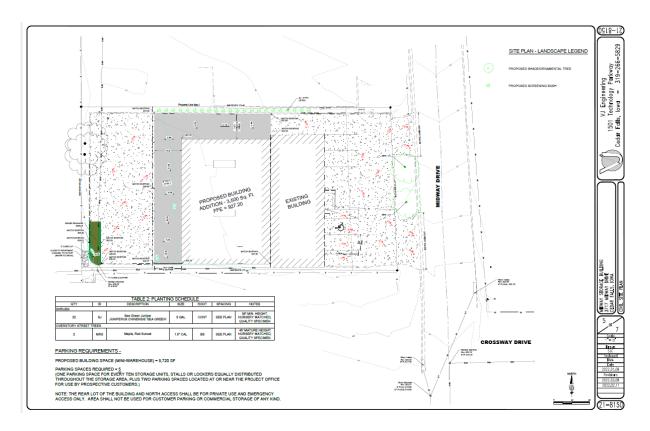
Following is a review of the zoning ordinance requirements for the proposed development:

- 1) <u>Use:</u> The C-2 District allows mini-storage upon site plan review and approval by the Planning and Zoning Commission and City Council of the City. The use must conform to the standards of the comprehensive plan, recognized principles of civic design, land use planning, and landscaping architecture.
- 2) <u>Setbacks:</u> The minimum principal building setbacks within the C-2 District are 25 feet from the front and10 feet from the rear. No side setbacks are required, except when abutting a residential district the minimum side setback is 10 feet. The existing building is within the C-2 and the surrounding properties are also within the C-2 District.

The applicant proposes the new addition to be 18 feet from the north (side) property line; two and a half feet from the south (side) property line, and approximately 56 feet from the rear (west)property line. The existing building is approximately 34 feet from the front (east) lot line.

The parking lot is required to be set back 5 feet from abutting properties; however, the applicant plans to use the existing non-conforming parking lot in the front of the building, which does not have a setback along the southern property line.

## Building setbacks are satisfied. The parking lot setbacks are nonconforming, but pre-existing.



3) Parking: The code requires a miniwarehouse (over 2,000 square feet) to have one parking space for every ten units plus two parking spaces located at or near the project office for use by prospective customers. 30 units are proposed; therefore, five parking spaces are required. The code also has spacing requirements between each building; however, the spacing requirements for a miniwarehouse will not be required as the applicant proposes one large building.

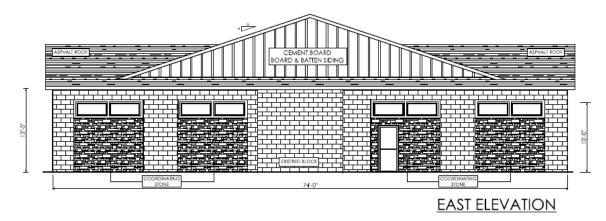
The parking meets the zoning standards with minimum stall dimensions of 9' x 19' as shown in the site plan. The amount and dimension of the parking stalls and drives are met.

4) <u>Landscaping:</u> C-2 Zoning District does not have specific standards for landscaping; however, parking lots are required to provide perimeter screening and street trees.

Currently, there are two trees on the property in the rear of the lot and landscape buffers with grass along the northern property lines. The applicant proposes to keep the existing non-conforming parking lot as is. The landscaping plan shows a row of

Sea Green Juniper bushes along the northern property line and two Red Sunset Maple trees in the right-of-way. The landscaping plan meets the landscape screening and street tree requirements to the extent possible given the existing nonconformities.

- 4) <u>Lighting:</u> The C-2 District regulations do not have specific lighting design guidelines. However, all site plans require a review of the lighting to consider potential nuisance issues and incompatibilities. The applicant proposes to use the existing lighting located on the front facade of the building to light the parking lot. **Lighting is acceptable.**
- 5) <u>Building Elevations:</u> As shown on the elevations, the car wash stalls will be enclosed with coordinating stone. The applicant proposes an additional gable in the



front to tie the board and batten siding proposed with the new addition. **Elevations** are acceptable.

- 6) <u>Trash Enclosure:</u> The applicant has advised that mini-storage facilities typically do not have a trash receptacle on site, as it tends to attract unauthorized dumping. Customers will not be allowed to leave any refuse; anything they bring on to the property must be stored in their unit or removed from the site. The property owner or manager will remove the trash from the site as needed. **A trash enclosure is not required.**
- 7) Signage: Separate sign permits will be required for all signage prior to installation. To prevent customers from driving or parking behind the building, the applicant will place a sign near the northeast corner of the building next to the private drive indicating that the drive is for private use only, no customer access is allowed.
  Signage will be reviewed according C-2 Zone standards when a sign permit is submitted.
- 8) <u>Storm Water Management:</u> The existing site is completely paved and the new addition is under 5,000 square feet; therefore, SWPPP is not required. The existing drainage of the site flows into a private drainage pipe that is located at the southwest

corner of the property. The Engineering Division has determined that no additional detention is required. The site plan shows that they will add riprap and a grassy area to slow down and improve the stormwater drainage. Criterion is met, subject to final engineering review prior to issuance of a building permit.

#### TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the site plan for the 3717 Midway Drive Storage Units. Water, electric, gas, and communication utility services are available in accordance with the service policies of CFU. Water, Electric, and Communication services enter the existing building from the west side where the addition is being proposed. These services will need to be relocated at the developer's cost.

Any other minor technical issues will be addressed at the time of a building plan review.

A courtesy notice to surrounding property owners was mailed on February 15, 2022.

#### RECOMMENDATION

The proposed commercial site plan is consistent with the City Standards and City Code. Planning and Zoning Commission recommends approval of SP22-001, a commercial site plan for property located at 3717 Midway Drive in the C-2 Commercial District, subject to:

- 1) Any comments or direction specified by the Planning & Zoning Commission.
- 2) Conformance with all staff recommendations and technical requirements.

#### PLANNING & ZONING COMMISSION

Introduction Discussion and

Chair Leeman introduced the item and Ms. Pezley provided the background of the existing carwash and explained the proposal for the ministorage units. Staff recommendation recommended approval of the item

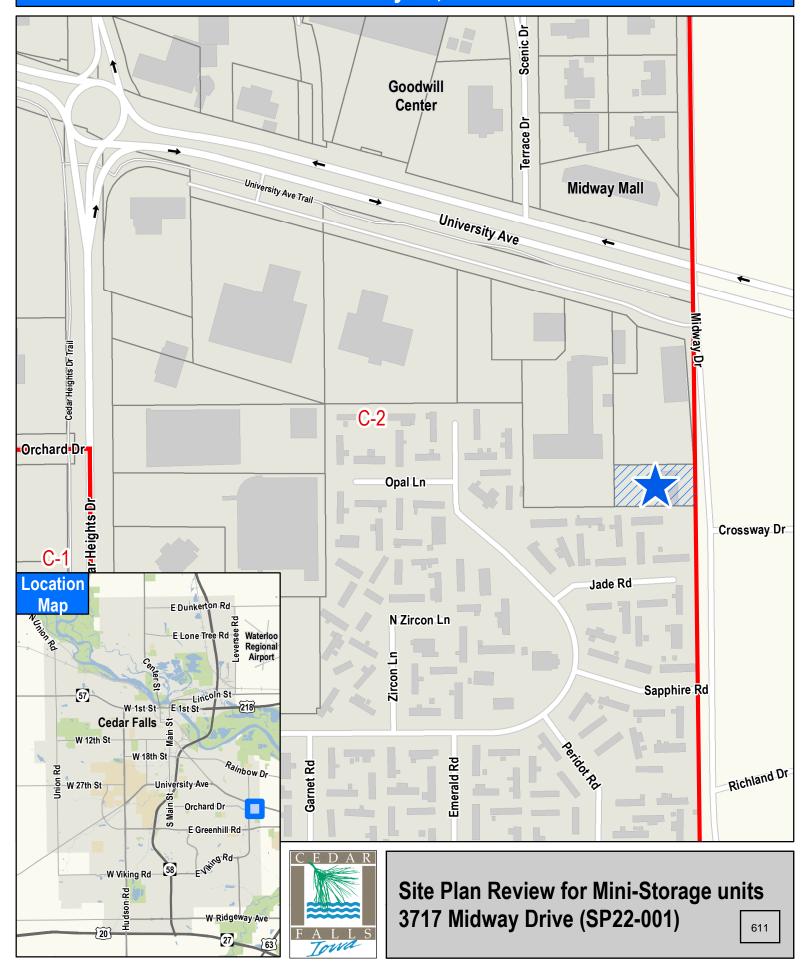
> Mr. Sorensen introduced himself to the Commission and explained his proposal and was available for any questions. Commissioner Saul moved to approve the commercial site plan and Commissioner Lynch second the motion. Commissioner Hartley thought the addition to the building will be a great improvement. The motion was approved unanimously with 6 ayes (Crisman, Hartley, Leeper, Lynch, Moser, and Saul), and 0 nays.

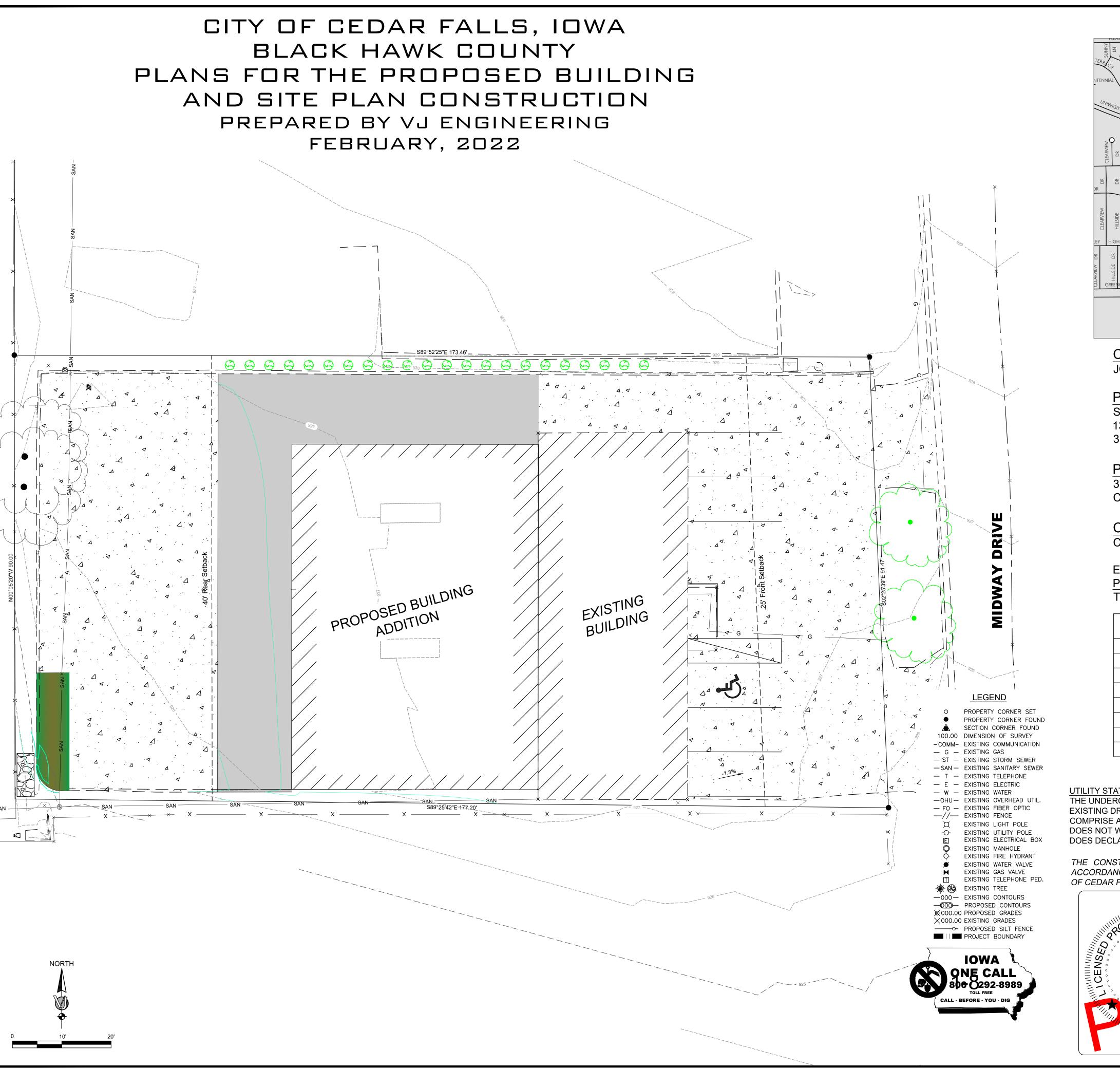
Attachments: **Location Map** 

Complete Site Plan Set

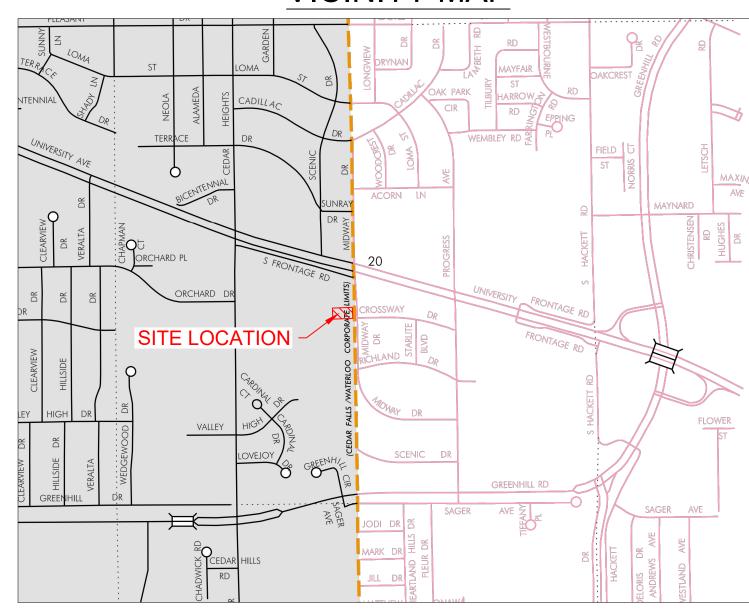
Floor Plan and Building Elevations

## Cedar Falls Planning and Zoning Commission February 23, 2022









**CURRENT OWNER** JC ENTERPRISES INC

#### **PETITIONER**

SORENSEN REAL ESTATE PARTNERS, INC. 1322 MAIN STREET, CEDAR FALLS, IOWA, 50613 319-269-1164

PROJECT SITE ADDRESS 3717 MIDWAY DRIVE CEDAR FALLS, IOWA 50613

## **CURRENT ZONING**

C-2 - COMMERCIAL DISTRICT

**EXISTING BUILDING** = 2,220 SF PROPOSED BUILDING ADDITION = 3,500 SF TOTAL = 5,720 SF

INDEX OF SHEETS						
SHEET. NO.	SHEET. NO. SHEET NAME					
1	COVER SHEET					
2	GENERAL NOTES					
3	ESTIMATE REFERENCE AND QUANTITIES					
4	EXISTING CONDITIONS & REMOVALS PLAN					
5	CIVIL SITE & GRADING PLAN					
6	SITE DETAILS					
7	STORM WATER POLLUTION PREVENTION PLAN					

#### **UTILITY STATEMENT**

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF CEDAR FALLS, IOWA, AND THE STATEWIDE URBAN DESIGNS AND SPECIFICATIONS (SUDAS),



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.

newal date is December 31, 2022

ALL SHEETS IN THIS INDEX

Scale

Drawn SJC

2022.01.06 Revisions

2022.01.25 2022.02.08 2022.08.11

THIS PROJECT CONSISTS OF A BUILDING ADDITION AND REVISED PARKING AREA.

STORM WATER RUNOFF WILL BE HANDLED BY AN EXISTING STORM NETWORK SOUTHWEST OF THE PAVED AREA AT THE REAR OF THE LOT. EARTHWORK WILL CONSIST OF REMOVAL AND COMMON EXCAVATION/FILL BELOW GRADE AT THE PROPOSED BUILDING AND PARKING LOT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), 2022

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TRAFFIC CONTROL AS DIRECTED BY ENGINEER. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH "THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES."

NOTE THAT EXISTING WATER, GAS, TELEPHONE AND OTHER UTILITIES AND SERVICES FROM THESE UTILITIES MAY EXIST ADJACENT TO THE WORK AREA AND THAT SPECIAL PRECAUTIONS MUST BE USED WHEN WORKING AROUND SAID UTILITY. STATE LAW REQUIRES THAT THE IOWA ONE-CALL UTILITY LOCATION SYSTEM BE CALLED PRIOR TO ANY EXCAVATION.

TELEPHONE NUMBER: 1-800-292-8989 OR 811

THE ENGINEER (VJ ENGINEERING) MAY FURNISH THE REQUIRED STAKES AND BENCHMARKS FOR THIS WORK. CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES LINES, LEVELS AND DIMENSIONS AS SHOWN ON THE DRAWINGS, AND HE SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS, AND IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, HE SHALL BE RESPONSIBLE FOR THE MISTAKES THAT MAY BE CAUSED BY THEIR LOSS OR DISTURBANCE, AND BE CHARGED FOR THE COST OF REPLACING THEM.

ALL CONTRACTORS SHALL CONDUCT THEIR OPERATIONS IN A MANNER THAT CONTROLS POLLUTANTS, MINIMIZES EROSION, AND PREVENTS SEDIMENTS FROM ENTERING WATERS OF THE STATE AND LEAVING THE PROJECT SITE.

RESTORE ALL SURFACES DISTURBED BY CONSTRUCTION RELATED ACTIVITIES TO A CONDITION AT LEAST EQUAL TO THAT IN WHICH THEY WERE FOUND BEFORE WORK COMMENCED. USE SUITABLE MATERIALS AND METHODS FOR RESTORATION.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE APPROVED WASTE AREAS OF DISPOSAL SITES FOR EXCESS MATERIAL (EXCAVATED MATERIAL OR BROKEN CONCRETE) WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE WORK INVOLVED ON THIS PROJECT. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. NO MATERIAL SHALL BE PLACED WITHIN THE RIGHT-OF-WAY, UNLESS SPECIFICALLY STATED IN THE PLANS OR APPROVED BY THE ENGINEER. WASTE AREA OR DISPOSAL SITE SHALL BE APPROVED BY THE ENGINEER.

CONTRACTOR TO FURNISH REST ROOM FACILITIES FOR THE CONTRACTOR'S EMPLOYEES. THIS WILL BE CONSIDERED INCIDENTAL TO OTHER WORK.

REMOVAL OF ANY ITEMS NECESSITATING REMOVAL IN ORDER TO CONTINUE WORK SHALL BE CONSIDERED AS INCIDENTAL WORK. THE COST OF SUCH REMOVAL AND DISPOSAL SHALL BE CONSIDERED INCIDENTAL TO AND INCLUDED IN THE CONTRACT PRICE FOR APPLICABLE ITEMS.

THE CONTRACTOR SHALL VERIFY LOCATIONS OF EXISTING UTILITIES BEFORE STARTING TRENCH CUTTING OPERATIONS. EXCAVATION SHALL BE PERFORMED BY HAND DIGGING AROUND UTILITIES TO LOCATE AND PREVENT RUPTURE OR BREAKING OF LINES. COST OF REPAIRING ANY DAMAGES TO EXISTING UTILITIES SHALL BE PAID BY THE CONTRACTOR WITHOUT EXPENSE TO THE CITY OR ENGINEER. THE OWNER RESERVES THE RIGHT TO REPAIR ANY EXISTING UTILITY DAMAGED BY THE CONTRACTOR, AT THE CONTRACTOR'S EXPENSE.

THE CONTRACTOR SHALL NOT DISTURB DESIRABLE WALKS OR GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL BE ALLOTTED AN AREA FOR STORAGE OF MATERIAL AND EQUIPMENT. THIS AREA IS SHOWN ON THE PLANS AND IS SUBJECT TO APPROVAL OF THE ENGINEER. EXCESS MATERIAL TO BE STORED AT AN APPROVED OFF SITE LOCATION DUE TO THE RESTRICTIONS OF THE SITES AREA.

ALL PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT TOP OF FINISH GRADE.

APPLY MOISTURE TO CONSTRUCTION AREA AS REQUIRED TO MINIMIZE DUST.

PERMANENT SEEDING SHALL BE IN ACCORDANCE WITH SUDAS SECTION 9010. INSTALL PERMANENT SEEDING IN ALL DISTURBED, NON-HARD SURFACED AREAS, INCLUDING PUBLIC ROW, THIS CONSTRUCTION SEASON IF POSSIBLE. IF PERMANENT SEEDING CAN'T BE INSTALLED THIS YEAR, IT SHALL BE INSTALLED THE FOLLOWING CONSTRUCTION SEASON.

EXISTING STREET SIGNS, TRAFFIC SIGNS AND PRIVATE SIGNS AFFECTED BY THE CONSTRUCTION SHALL BE SALVAGED AND REMOVED BY THE CONTRACTOR. STREET AND TRAFFIC SIGNS AND POSTS NOT REUSED ON THE PROJECT SHALL BE STOCKPILED FOR CITY PICKUP. SIGNS TO BE REUSED, INCLUDING ALL PRIVATE SIGNS AND DESIGNATED PUBLIC SIGNS, SHALL BE REINSTALLED BY THE CONTRACTOR. THIS WORK WILL NOT BE PAID SEPARATELY BUT WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.

CARE SHALL BE TAKEN DURING SITE EXCAVATION AND GRADING OPERATIONS TO MINIMIZE DISTURBANCE ON THE BEARING SOILS. HEAVY EQUIPMENT TRAFFIC DIRECTLY ON BEARING SURFACES SHOULD BE AVOIDED IN SATURATED SOILS.

ALL BACKFILL AND COMPACTION OF TRENCHES SHALL BE DONE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATION SECTION 3010.

ALL FILL MATERIALS SHALL BE PLACED AND COMPACTED IN LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS. ALL FILL MATERIAL PLACED IN PAVEMENT AREAS, WITH THE EXCEPTION OF THE FILL BELOW THE M & D LAYER, SHALL BE COMPACTED TO 95% OF THE SOIL'S MAXIMUM STANDARD PROCTOR DRY DENSITY (ASTM D-698). ALL FILL MATERIAL PLACED BELOW THE M & D LAYER SHALL BE TYPE A COMPACTION. OUTSIDE FILL MATERIAL SHALL BE LIMITED TO THE AREA DIRECTLY BELOW THE ROADWAY, OTHER AREAS SHALL BE APPROVED BY THE ENGINEER.

UPON COMPLETION OF FILL OPERATIONS, CARE SHALL BE TAKEN TO MINIMIZE SUBGRADE DISTURBANCE AND MAINTAIN THE SUBGRADE MOISTURE CONTENT PRIOR TO CONSTRUCTION OF THE PAVEMENT. IF THE SUBGRADE SHOULD BECOME SATURATED, DESICCATED OR DISTURBED, THE AFFECTED MATERIAL SHALL BE REMOVED AND REPLACED, OR THESE MATERIALS SHALL BE SCARIFIED, MOISTURE CONDITIONED AS NECESSARY, AND RECOMPACTED PRIOR TO CONSTRUCTION OF THE PAVEMENT.

SILT FENCE SHALL BE PLACED SO THAT STORM WATER RUN-OFF DOES NOT CREATE EROSION ON ADJACENT PROPERTIES.

CONTRACTOR SHALL NOTIFY ENGINEER IN THE EVENT THAT FIELD CHANGES IN DESIGN ARE REQUIRED. CONTRACTOR SHALL KEEP TRACK OF SUCH CHANGES SO THAT RECORD DOCUMENTS CAN BE COMPLETED UPON COMPLETION OF CONSTRUCTION.

CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP OR TRACK MATERIAL BEING HAULED FROM THE SITE INTO THE STREET.

ALL CONSTRUCTION ACTIVITY FOR THIS PROJECT MUST BE COMPLETED WITHIN THE PROPERTY LIMITS. NO PART OF CONSTRUCTION CAN ENCROACH ON ADJACENT PROPERTIES.

RIP RAP AND EROSION CONTROL IS INCIDENTAL TO BASIN CONSTRUCTION.

09 | 8 | Item 17.

VJ Engineering 501 Technology Parkway Falls, lowa - 319-266-5829

Cedar

MIDWAY SIORAGE BUILD 3717 MIDWAY DRIVE CEDAR FALLS, IOWA

2 OF 7 Scale

Drawn
SJC
Reviewed
DMA
Date
2022.01.06
Revisions

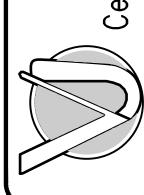
 $(21 - 81_{61})$ 

ITEM	BID ITEM	UNIT	QUANTITY	
	DIVISION 2 - EARTHWORK			
1	SUBGRADE PREPARATION	SY	229	
2	SUBBASE, MODIFIED (6" DEPTH)	SY	229	
	DIVICIONI 7 CEDEFEC AND DELATED MODIC			
	DIVISION 7 - STREETS AND RELATED WORK			
3	PAVEMENT, PCC, 6" (THICKNESS)	SY	229	
4	PAVEMENT REMOVAL	SY	624	
5	AGGREGATE, CLASS "D" REVETMENT	TN	2	
	DIVISION 8 - TRAFFIC CONTROL			
6	PAINTED PAVEMENT MARKINGS, DURABLE	STA	1.6	
7 PAINTED SYMBOLS AND LEGENDS EA				
	DIVISION 9 - SITE WORK AND LANDSCAPING			
8	SILT FENCE	LF	286	
9	INLET PROTECTION	EA	3	
	DIVISION 10 - DEMOLTION			
10	DEMOLITION WORK	LS	1	
	DEMOCRITION WORK			
	DIVISION 11 - MISCELLANEOUS	·		
11	MOBILIZATION	LS	1	
12	CONCRETE WASHOUT	LS	1	

ITEM	BID ITEM	ESTIMATE REFERENCE					
_	DIVISION 2 - EARTHWORK						
1	SUBGRADE PREPARATION	REFER TO SUDAS SECTION 2010, 1.08, G FOR MEASUREMENT AND PAYMENT. ALL PAVED AREAS SHALL RECEIVE SUBGRADE PREPARATION PRIOR TO PLACING ANY SUBBASE UNLESS APPROVED BY THE ENGINEER OR RECORD.					
2	SUBBASE, MODIFIED (6" DEPTH)	REFER TO SUDAS SECTION 2010, 1.08, I FOR MEASUREMENT AND PAYMENT. REFER TO TYPICAL SECTION DETAILS ON SHEET 6 OF 7 AND REFER TO SHEET 5 OF 7 FOR LOCATIONS.					
	DIVISION	7 - STREETS AND RELATED WORK					
3	PAVEMENT, PCC, 6" (THICKNESS)	REFER TO SUDAS SECTION 7010, 1.08, A FOR MEASUREMENT AND PAYMENT. REFER TO SHEET 5 OF 7 FOR LOCATIONS AND GRADES. REFER TO SHEET 6 OF 7 FOR TYPICAL PAVEMENT SECTIONS. INTEGRAL CURB AND GUTTER SHALL BE INCEDENTAIL TO THESE ITEMS. REFER TO SHEET 5 OF 7 FOR CURB DROP REPLACEMENT AREAS AND DIMENSIONS.					
4	PAVEMENT REMOVAL	REFER TO SUDAS SECTION 7040, 1.08, H FOR MEASUREMENT AND PAYMENT. REFER TO SHEET 3 OF 7 FOR REMOVAL AREA.					
5	AGGREGATE, CLASS "D" REVETMENT	REFER TO SUDAS SECTION 7070, 1.08, B, 1 FOR MEASUREMENT AND PAYMENT. REFER TO SHEET 5 OF 7 FOR LOCATION. REVETMENT SHALL BE PLACED AT APPROXIMATELY 1' DEPTH AND SHAPE TO DRAIN TO EXISTING INLET.					
	DIVI	SION 8 - TRAFFIC CONTROL					
6	PAINTED PAVEMENT MARKINGS, DURABLE	REFER TO SUDAS SECTION 8020, 1.08, C FOR MEASUREMENT AND PAYMENT. REFER TO SHEET 5 OF 7 FOR LOCATIONS.					
7	PAINTED SYMBOLS AND LEGENDS	REFER TO SUDAS SECTION 8020, 1.08, G FOR MEASUREMENT AND PAYMENT. REFER TO SHEET 5 OF 7 FOR LOCATIONS.					
	DIVISION S	9 - SITE WORK AND LANDSCAPING					
8	SILT FENCE	REFER TO SUDAS 9040, 1.08, N, 3 FOR MEASUREMENT AND PAYMENT. THE PERIMETER OF THE SITE SHALL BE ENCLOSED IN SILT FENCE TO KEEP ALL DISTURBED MATERIALS ON SITE. REFER TO SHEET 7 OF 7 FOR LOCATIONS					
9	INLET PROTECTION	REFER TO SUDAS SECTION 9040, 1.08, T, 1 FOR MEASUREMENT AND PAYMENT. INLET PROTECTION DEVICE SHALL BE APPROVED BY OWNER PRIOR TO PLACEMENT. REFER TO SHEET 7 OF 7 FOR LOCATIONS.					
	DI	VISION 10 - DEMOLITION					
10	DEMOLITION WORK	REFER TO SUDAS 10,010, 1.08, A FOR MEASUREMENT AND PAYMENT. THIS ITEM SHALL INCLUDE, BUT IS NOT LIMITED TO THE REMOVAL OF 18 BOLLARDS, 4 VACUUMS, AND 2 LIGHT POLE BASES AS WELL AS ALL SIGNAGE ASSOCIATED WITH THE CAR WASH. EXISTING BUILDING AND BUILDING FOUNDATION TO BE PROTECTED DURING DEMOLITION. PROTECT EXISTING UTILITY SERVICES DURING DEMOLITION.					
		ISION 11 - MISCELLANEOUS					
11	MOBILIZATION	REFER TO SUDAS SECTION 11,020, 1.08, A FOR MEASUREMENT AND PAYMENT.					
12	CONCRETE WASHOUT	REFER TO SUDAS SECTION 11,050, 1.08, A FOR MEASUREMENT AND PAYMENT.					

0918

VJ Engineering 1501 Technology Parkway Cedar Falls, lowa – 319–266–5829

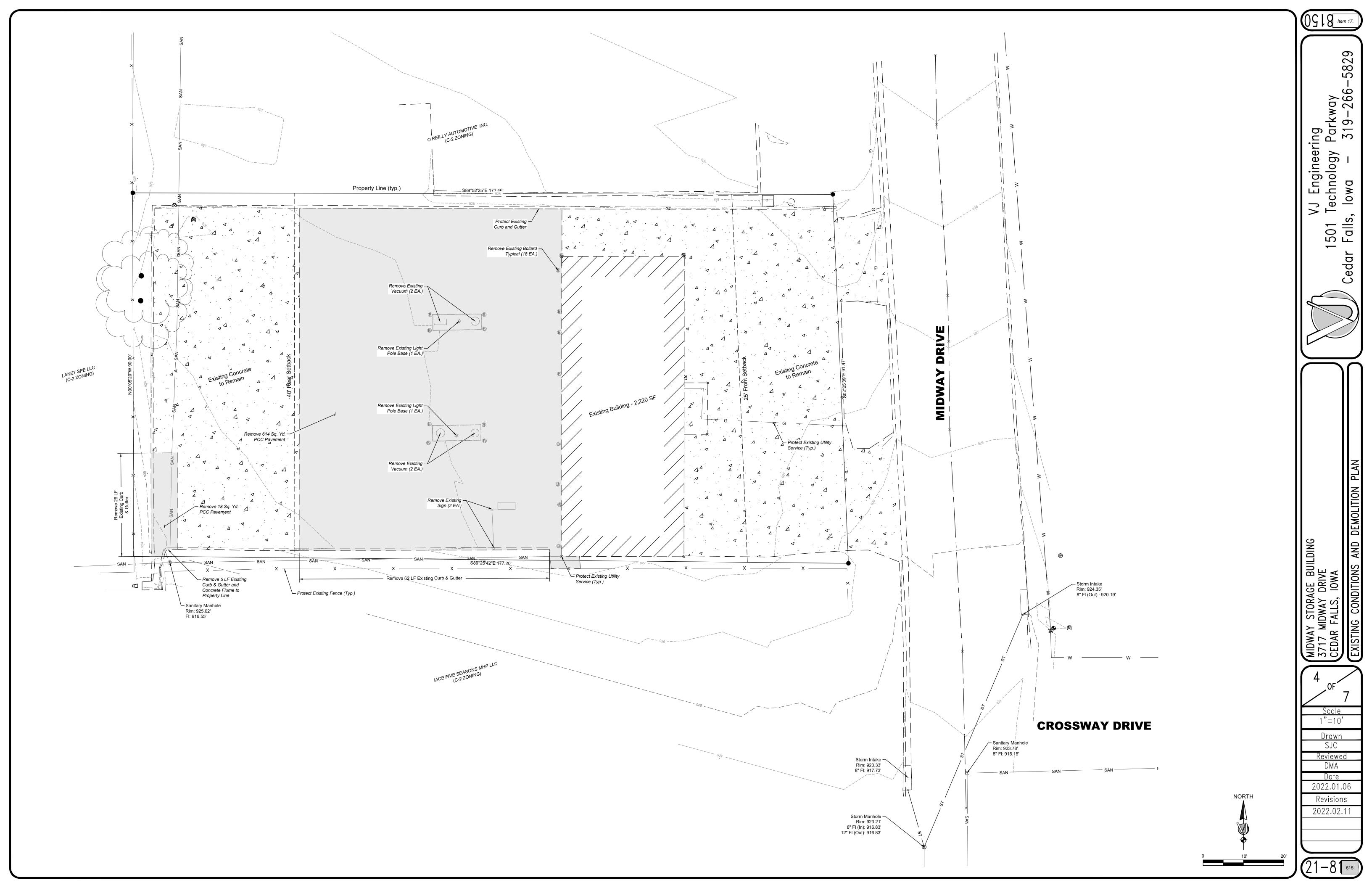


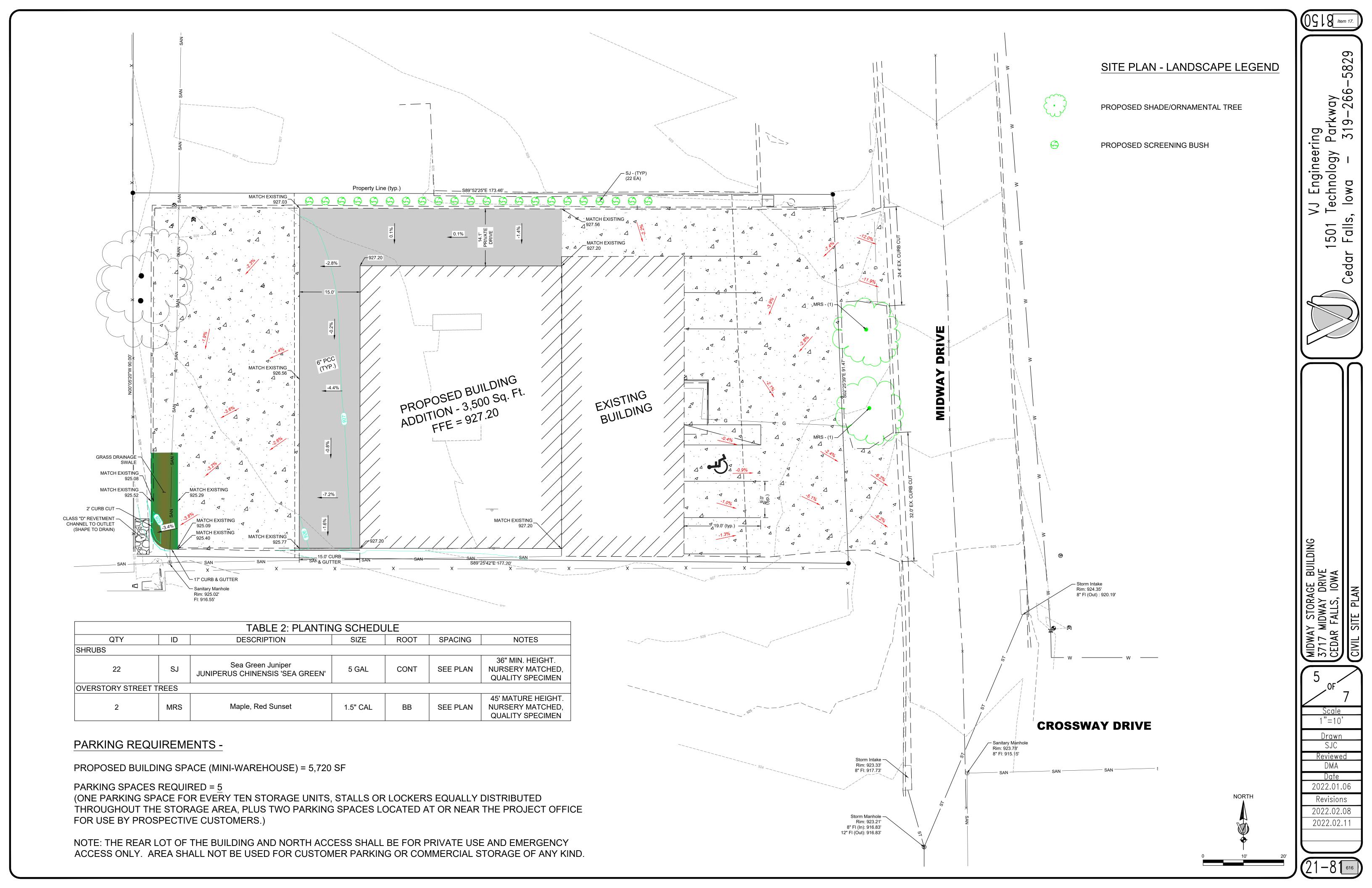
MIDWAY DRIVE R FALLS, IOWA

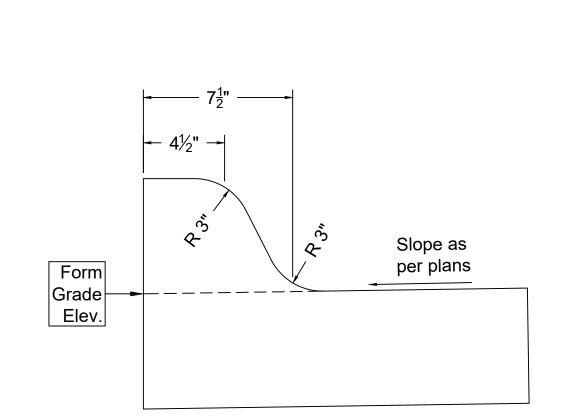
3 OF 7 Scale

Drawn
SJC
Reviewed
DMA
Date
2022.01.06
Revisions
2022.02.08

Q1 Q1







1 6" PCC SECTION 7 SCALE - NTS

2 6" STANDARD CURB 7 SCALE - NTS

—VARIES – SEE PLAN—

└─ 6" PCC

COMPACTED SUBGRADE

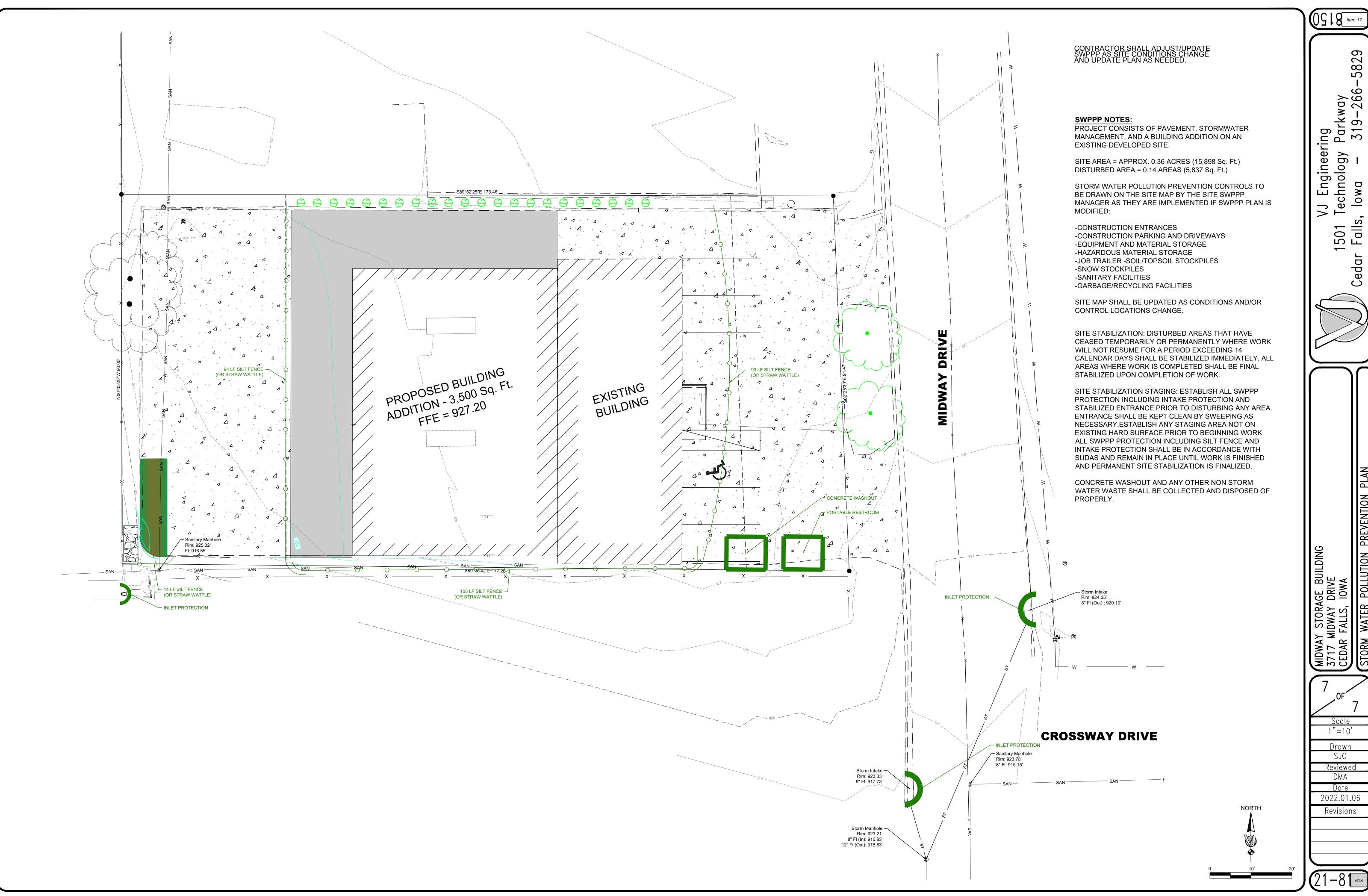
6" MODIFIED SUBBASE

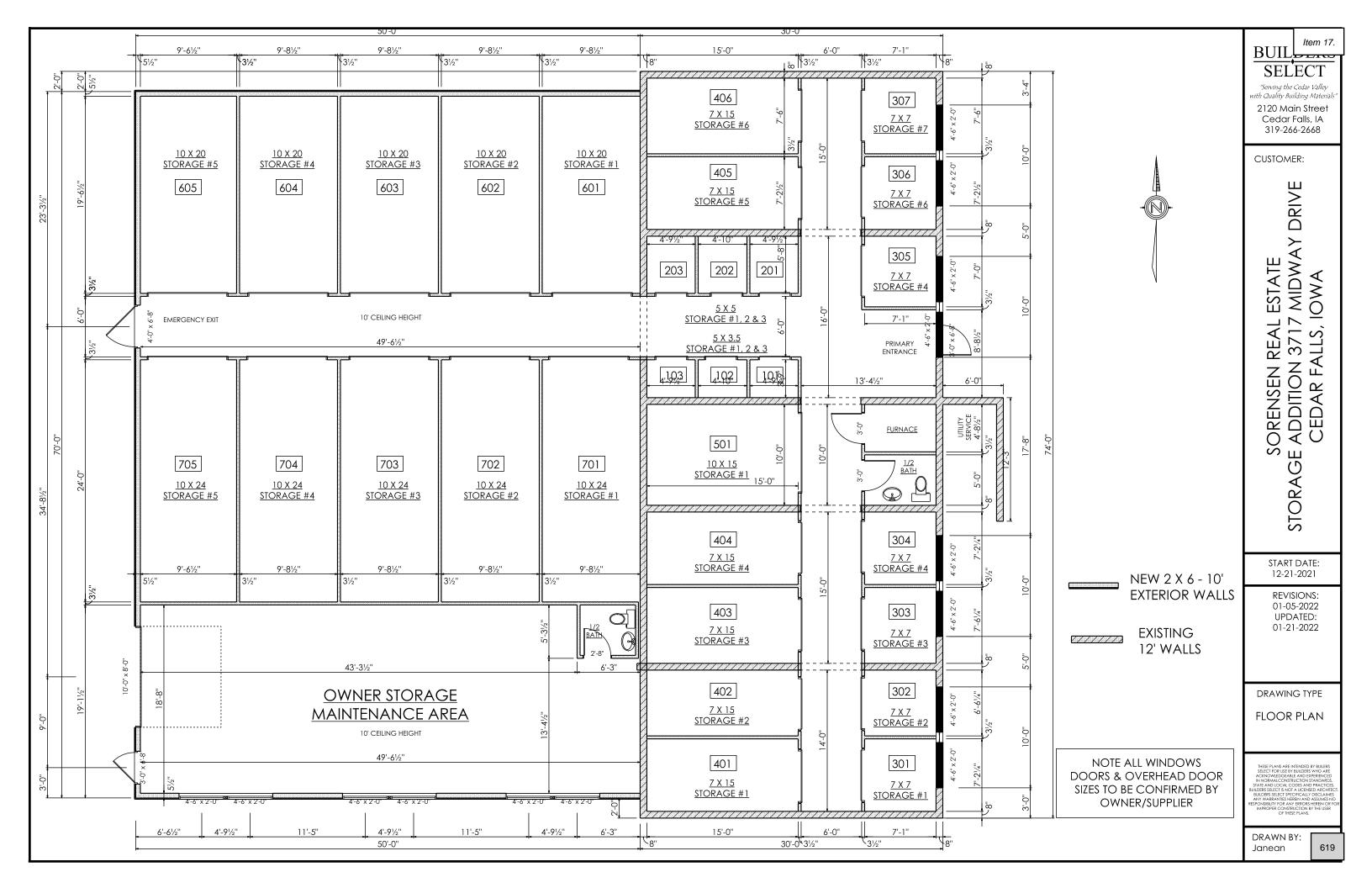
VJ Engineering 1 Technology Parkway 1s, lowa – 319–266–5829 1501 T Falls, Cedar Scale Drawn SJC Reviewed

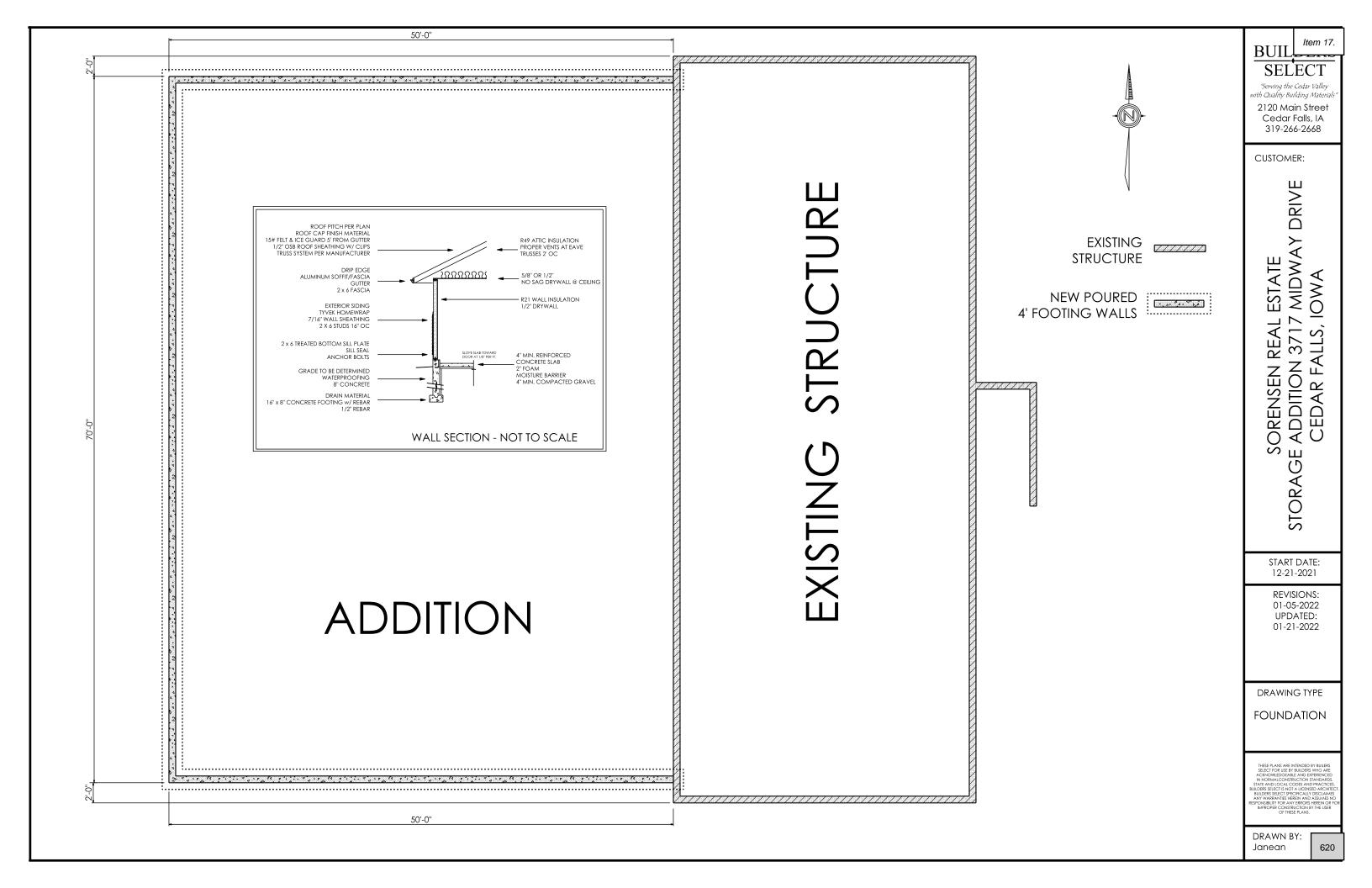
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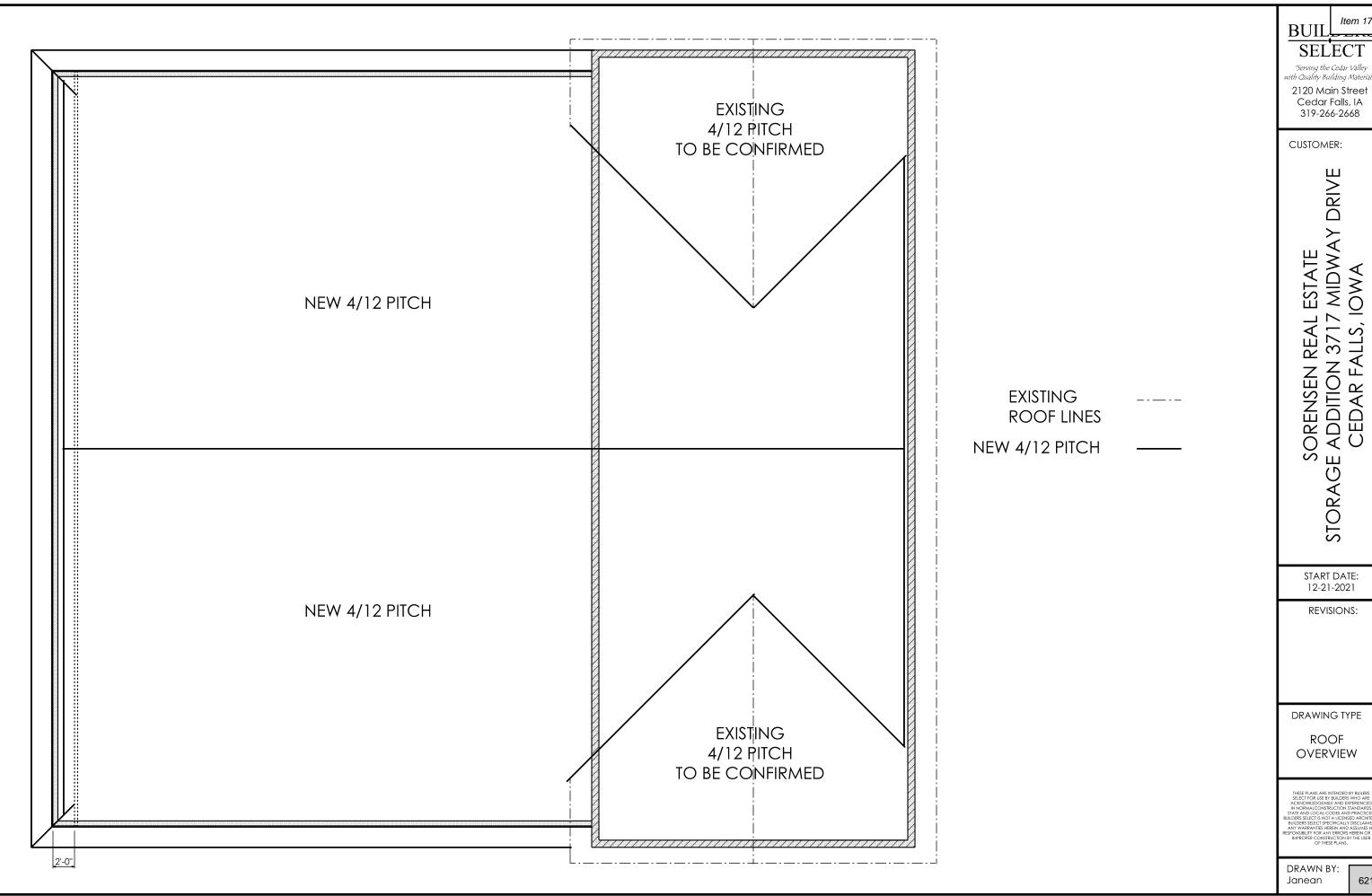
<u>Date</u> 2022.01.06

Revisions



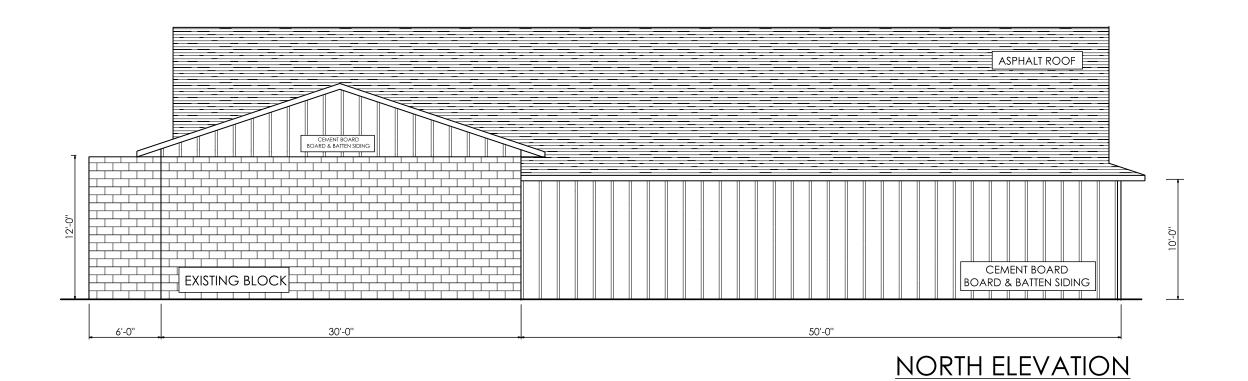






SELECT

SORENSEN REAL ESTATE STORAGE ADDITION 3717 MIDWAY DRIVE CEDAR FALLS, IOWA





BUIL stem 17.
SELECT

Serving the Cedar Valley with Quality Building Materials 2120 Main Street Cedar Falls, IA 319-266-2668

CUSTOMER:

SORENSEN REAL ESTATE STORAGE ADDITION 3717 MIDWAY DRIVE CEDAR FALLS, IOWA

START DATE: 12-21-2021

REVISIONS: 01-05-2022 UPDATE: 01-21-2022

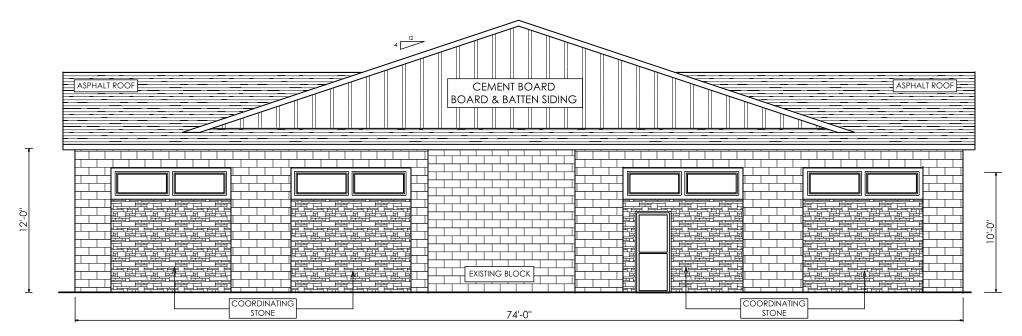
DRAWING TYPE

north & South Elevations

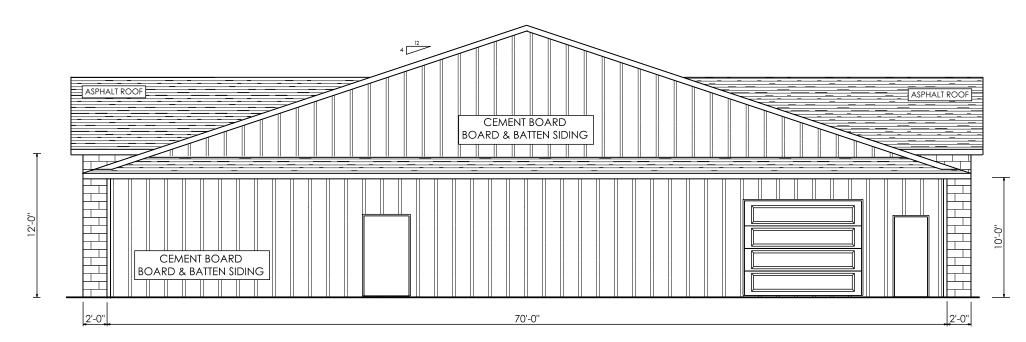
SELECT FOR USE BY BUILDERS WITH ARE ACKNOWING SEARCH SERVICE SEARCH SEAR

DRAWN BY: Janean

622







**WEST ELEVATION** 

BUIL SELECT

"Serving the Cedar Valley with Quality Building Materials 2120 Main Street Cedar Falls, IA 319-266-2668

CUSTOMER:

SORENSEN REAL ESTATE STORAGE ADDITION 3717 MIDWAY DRIVE CEDAR FALLS, IOWA

START DATE: 12-21-2021

REVISIONS: 01-05-2022 UPDATED: 01-21-2022

DRAWING TYPE

EAST & WEST ELEVATIONS

DRAWN BY: Janean

623



#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Ben Claypool, Civil Engineer II, PhD

**DATE:** February 28, 2022

**SUBJECT:** Professional Services Agreement, Terracon Consultants, Inc.

2019 Construction Testing Services Supplemental Agreement No. 2 City Project No. EN-000-3190

Please find attached Supplemental Agreement No. 2 to the Professional Services Agreement between the City of Cedar Falls and Terracon Consultants, Inc. for 2019 Construction Testing Services. This agreement extends the 2019 contract an additional two years through the construction season 2023.

The enclosed agreement provides for construction and geotechnical testing services for ongoing construction projects and allows for other professional testing services which may be required on an "as needed" basis.

The Department of Public Works requests your consideration and approval of this Supplemental Agreement No. 2 with Terracon Consultants, Inc. for the additional two years of construction testing services.

If you have any questions or comments feel free to contact me.

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



# **DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613 www.cedarfalls.com

Engineering Division Phone: 319-268-5161 Fax: 319-268-5197

### SUPPLEMENTAL AGREEMENT NO. 2

### 2019 Construction Testing Services Cedar Falls, Iowa City Project Number EN-000-3190

WHEREAS, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Terracon Consultants, Inc (Consultant), of Cedar Falls, IA, dated April 1, 2019 for the 2019 Construction Testing Services; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to include Scope of Services and Compensation for items required as a part of the 2019 Construction Testing Services and extend the testing for an additional two years beyond the first supplemental agreement through the 2023 construction season.

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

#### I. SCOPE OF SERVICES

See attached Exhibit A-Scope of Services

#### II. COMPENSATION

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed.

III. In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated April 1, 2019.

2019 Construction Testing Services

Cedar Falls, Iowa
City Project No. EN – 000-3190

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CLIENT	APPROVED FOR CONSULTANT.
Ву:	By: Just Chief
Printed Name:	Printed Name: AICK LOCKHART
Title:	Title:_PRINCAPON
Date:	Date: 2/28/22

February 9, 2022

City of Cedar Falls Public Works - Engineering Division 220 Clay Street Cedar Falls, Iowa 50613

Attn: Mr. David Wicke

P: (319) 268.5161

E: David.Wicke@cedarfalls.com

Re: Proposal for Construction Observation and Materials Testing Services

2022-2023 Construction Testing Services

Cedar Falls, Iowa

Terracon Proposal No. P13221020

Dear Mr. Wicke:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for geotechnical engineering and construction observation and materials testing services for various City of Cedar Falls projects. This proposal outlines our understanding of the scope of services which may be required and provides fee schedules for our services.

Terracon has provided similar services for many years on City of Cedar Falls projects including construction testing services for the 2021 construction season under a mutually agreed to agreement for services. We understand this agreement will be extended for an additional 2 years with the addition of geotechnical engineering services to the contract. We believe our experience and commitment to responsive quality service will make Terracon a valuable asset to the projects.

#### 1.0 PROJECT INFORMATION

- When requested, Terracon will perform geotechnical engineering services for city streets to be reconstructed.
- During construction, Terracon personnel will provide construction materials testing and observation services on an as requested basis.

Terracon Consultants, Inc. 3105 Capital Way, Suite 5 Cedar Falls, IA 50613 P [319] 277 4016 F [319] 277 4321 terracon.com

Materials



#### 2.0 SCOPE OF SERVICES

#### 2.1 Geotechnical Services

#### **Field Exploration**

Terracon will develop a boring program for each City of Cedar Falls geotechnical project request. A proposal will be provided and will include the following:

Number of Borings	Planned Boring Depth (feet)	Planned Location				
Project Specific	10 or auger refusal	Roadway				
Below ground surface.						

Boring Layout and Elevations: Terracon will determine the boring locations and stake the locations in the field. We will use handheld GPS equipment to locate the borings in the field. Our GPS equipment has a minimum horizontal accuracy of about 20 feet. Relative surface elevations at the boring locations will be determined by using differential leveling techniques and will be reported to the nearest ½-foot. The locations and elevations of the borings should be considered accurate only to the degree implied by these methods. If more accurate boring locations and elevations are desired, we suggest the City of Cedar Falls stake the boring locations and provide surface elevations at the boring locations to us.

**Subsurface Exploration Procedures:** We will advance the borings with a rotary drill rig using continuous flight augers. Sampling will be performed using a split-barrel sampler or thin-walled tubes at intervals of 2.5 feet for the depth of each boring. We observe and record groundwater levels during and after drilling and sampling. Open boreholes will be covered between the time the boring is completed and backfilled.

Terracon's exploration team prepares field boring logs as part of standard drilling operations. The field logs include sampling interval depths, penetration resistances, and other relevant drilling and sampling information. Our field logs also include visual descriptions of materials encountered during drilling and the drill crew's interpretation of subsurface conditions between samples. The samples will be containerized and transported to our laboratory for further testing and classification. Our engineering staff and the drill crew communicate during the exploration. If the soil conditions encountered appear to be unfavorable or marginal, we modify our subsurface exploration while we are on site. If additional fees apply, we contact the client for authorization, prior to performing any additional services.



**Safety:** Terracon generally considers that environmental concerns that would create health or safety hazards associated with the exploration program are not present, unless notified otherwise. Thus, our scope of services includes our exploration team using standard Personal Protection Equipment (PPE) for geotechnical drilling including hard hats, safety glasses, hearing protection, high visibility vests, and steel-toed boots. Our scope of services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling and/or sampling will be noted on our logs and discussed in our report.

Terracon notifies Iowa One Call to request location and marking of public utilities at least 48 hours prior to performing borings/excavations. We consult with the owner/client regarding potential private utilities, or other underground hazards. Based on the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our exploration team members is a priority.

Any private utilities should be marked by the owner/client prior to commencement of subsurface exploration. Terracon will not be responsible for damage to utilities that are incorrectly marked or not made aware to us. If the owner/client is not able to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating service. Fees associated with location and marking of private utilities are considered additional services and are not included in our current scope of services. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

If there are any site restrictions or special site and/or exploration requirements, these should be made known to Terracon prior to commencement of field services.

**Site Access and Property Disturbance:** Terracon also considered that our rotary drill mounted on a rubber-tracked carrier and a four-wheel drive support truck can access the sites without the assistance of other equipment. Terracon will make reasonable efforts to reduce damage to the property, such as rutting of the ground surface, and damage to vegetation; however, it should be understood that during the normal course of our work some damage and ground disturbance will occur.

Please note that our scope of services and fee do not include services associated with wet ground conditions or reparation of damage to existing landscape. Restoration of the site, beyond backfilling our borehole is not included in our scope of services and fee. Any excess auger cuttings will be dispersed in the general area of the borings unless Terracon is directed to haul excess auger cuttings off-site. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary.



**Laboratory Testing:** The project engineer will review field data and assign laboratory tests to aid in our evaluation of the engineering properties of the various soil strata. Exact types and number of tests cannot be defined until completion of field work. Anticipated laboratory testing includes the following:

- Water content
- Dry unit weight
- Unconfined compressive strength
- Organic Content
- Sieve Analysis
- California Bearing Ratio

Our laboratory testing program also includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS).

**Engineering and Project Delivery:** Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering evaluation for pavement subgrade preparation, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our *GeoReport®* system. Upon initiation, we provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization Findings of the site exploration
- Geotechnical Engineering Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering report. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction. The geotechnical engineering report will include and/or address the following:

- Boring logs with field and laboratory data
- Site Location and Exploration Plans



- General project description
- Groundwater levels observed
- Subsurface exploration procedures
- Summary of subsurface conditions
- Earthwork recommendations for pavements including:
  - Subgrade evaluations
  - Anticipated undercut depths, where applicable
  - Suitable on-site and imported fill material types
  - Fill placement and compaction requirements
  - General grading and drainage recommendations
  - General earthwork considerations
- Subsurface drainage recommendations, where applicable

Terracon can also provide pavement thickness recommendations, overlay recommendations, and soil/base modification recommendations upon request

#### 2.2 Construction Testing Services

Terracon will provide appropriately trained employees equipped to respond to the materials testing and construction observation needs of city projects as scheduled by the Client or your designated representative. Based on our previous work for the City of Cedar Falls, we understand the scope of the on-call services includes:

- Earthwork observation and testing:
  - Site preparation
  - Site grading fill placement
  - Pavement subgrade preparation
  - Utility trench compaction
- Laboratory soil/aggregate testing
  - Standard Proctors
  - Atterberg Limits
  - Aggregate gradations
  - Soil grain size analysis
  - Relative density
- Portland cement concrete field and laboratory testing
  - Perform temperature, slump, air content testing, and cast strength specimens
    - We assume that strength specimens will be 4" x 8" cylinders (and/or standard beams)
      and that sample pickups will be performed only during normal business hours
      Monday through Friday unless directed otherwise. If pickups are requested outside



of this timeframe, special arrangements will need to be made and additional costs will apply.

- Laboratory testing
  - Compressive and/or flexural strength of concrete
- IDOT plant monitoring for PCC and HMA
- Project Management
  - Attendance at pre-construction and project meetings at Client's request
  - Technical consulting at Client's request
  - Supervision of laboratory and field services
  - Preparation and review of project reports and invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments prior to finalizing the contract. Once the project is underway, you can request additional services. We will confirm your request by sending you a short supplemental agreement form that states the additional services, making them part of the original agreement.

#### **Scheduling**

Terracon's services will be performed on an as-requested basis with scheduling by the Client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned and this higher cost may be passed on to the client.

All requests for services should be submitted to the Cedar Falls, Iowa office at the following phone number: (319) 277-4016. Services should not be scheduled through our field personnel.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

#### **Data Collection and Reporting**

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site



superintendent and our Project Manager. Effective and timely communication is essential for non-conforming items. Our Project Manager will be responsible for reviewing each technician's reports, keeping non-conformance lists up-to-date, and communicating test results in a timely manner.

To ensure our project manager and field personnel meet the goals we have set for report turnaround, we have developed report tracking software to evaluate the status of any test result or report within our system. This allows us to achieve better communication, more consistency, and faster turnaround of reporting on the project. Data, observations, and other testing and inspection information are easily entered into the system and reports are auto-generated allowing for immediate availability of test results.

Terracon will maintain non-conformance logs and lists for all testing types performed by us. The list will be maintained electronically in our database and can be updated and e-mailed or printed at any time.

#### **CMELMS™ Management System**

In order to provide our clients with real-time field and laboratory data management and reporting, Terracon developed and maintains an automated application that we call CMELMS. The acronym stands for **Construction Materials Engineering Laboratory Management System** and is utilized by construction materials engineering and testing operations in our offices.

**CMELMS** is a complete and comprehensive field and laboratory testing data and results management system. The application can manage an unlimited number of reports and data for ease of reporting and documentation purposes. Features in the application include accessing and distributing test results and field observation reports by a push of a button.

**CMELMS** automates the delivery of our testing and inspection information and can be used anywhere with an internet connection or through a wireless device. Data (test results and inspections) can be entered into the application right from the project site so that project managers and engineering staff have real-time access to the field data. Final Client Reports are produced in the same application, which allows us to achieve better communication, more consistency, and faster turnaround of reports on the project.

#### 2.3.2 Report Turnaround Time

Our Project Managers and/or field technicians will report failing tests or non-conformance items immediately to the designated parties and will typically have digitally-signed reports distributed by the end of the next business day. As stated, using our CMELMS software and our field reporting and communication services and capabilities, the test results and inspection information is quickly



entered into the system and a report produced. Non-deviation reports will typically be digitally signed and distributed within 5 business days of service. Laboratory test reports will typically be digitally signed and distributed within 2 business days of the completion of each test. Our reports can be sent digitally via email, posted to our Client Document Website (CDW), or posted to a designated ftp website.

#### **Terracon's Incident and Injury-Free Culture**

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (*IIF*) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

#### 3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedules. These rates will apply for the duration of the project.

#### 4.0 AUTHORIZATION

We anticipate that authorization to proceed in accordance with this proposal will be provided by the City of Cedar Falls forwarding an extension of the 2022 contract including the previously agreed to terms and conditions.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or would like to review this proposal.

Sincerely,

Terracon Consultants, Inc.

Wade Hammersley Project Manager

Materials

Copies to:

Addressee (1 pdf)

Rick Lockhart Principal



#### **Unit Rate Schedule - Construction Materials**

	Rate	Unit	
PERSONNEL			
Administrative Services	\$65.00	hour	
Field Technician	\$54.00	hour*	
Senior Field Technician	\$67.00	hour*	
IDOT Certified Plant Monitor	\$100.00	hour*	
Field Manager	\$100.00	hour	
Project Manager	\$100.00	hour	
Senior Project Manager	\$120.00	hour	
Senior Project Engineer	\$150.00	hour	
Senior Principal	\$178.00	hour	
ABORATORY TESTING			
Standard Proctor (4-inch mold)	\$130.00	each	
Standard Proctor (6-inch mold)	\$150.00	each	
Standard Proctor (flyash)	\$160.00	each	
Relative Density	\$370.00	each	
Atterberg Limits (multipoint)	\$125.00		
Grain Size Analysis (includes hydrometer)	\$150.00		
Sieve Analysis (washed)	\$130.00	each	
Sieve Analysis (unwashed)	\$65.00	each	
#200 Wash	\$65.00		
Compressive Strength of Concrete Cylinder (made by Terracon)	\$16.00	each	
Compressive Strength of Concrete Cylinder (made by others)	\$20.00	each	
Flexural Strength of Concrete Beam (includes mold and cleaning charge)	\$60.00		
Trimming or Capping of Irregular Surfaces	\$8.00	each	
FIELD EQUIPMENT/MATERIALS			
Nuclear Density Gauge	\$20.00	-	
Weather Protection (concrete cure box) \$10.0			
TRIP CHARGE			
Mileage	\$0.67	mile	

\*Overtime is defined as all hours in excess of eight (8) per day, outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays, Sundays, and holidays. Overtime rates will be 1.5 times the hourly rate quoted (2 times the hourly rate for Sundays and holidays).

A one-hour minimum charge per task is applicable to all site visits.

You will be invoiced on a periodic basis for services actually performed as authorized or requested by you or your designated representative.

#### **Unit Rate Schedule - Geotechnical Services**

DESCRIPTION	UNIT	UNIT PRICE
FIELD SERVICES		
Pre-task Planning	hour	\$200.00
Locations and Elevations of Borings	hour	\$185.00
All-Terrain Drill Rig & Support Equipment	day	\$750.00
Drilling and Sampling (0-20 ft.)	foot	\$14.50
Drilling and Sampling (20-40 ft.)	foot	\$16.00
Hard Drilling (in boulders, rubble, rock, etc.)	foot	\$28.00
Mileage	mile	\$0.67
Private Utility Locator (subcontractor)	hour	\$125.00
Traffic Control Flaggers and Signs (subcontractors)	day	\$750.00
Drilling Supervisor	hour	\$135.00

LABORATORY SERVICES		
Boring Log Stratifications	hour	\$95.00
Sample Classification and Water Content Test	each	\$10.00
Dry Density Determination	each	\$15.00
Unconfined Compression Test	each	\$25.00
Hand Penetrometer Test	each	\$3.00
Liquid and Plastic Limits Tests (1 point method)	each	\$75.00
Liquid and Plastic Limits Tests (3-point method)	each	\$125.00
Sieve Analysis w/ P200	each	\$95.00
Combined Sieve Analysis & Hydrometer	each	\$165.00
Organic Content Test	each	\$75.00
Compaction Characteristics Test (standard 'proctor')	each	\$125.00

ENGINEERING SERVICES		
Principal Engineer, P.E.	hour	\$165.00
Senior Geotechnical Engineer/Project Manager, P.E.**	hour	\$150.00
Geotechnical Engineer / Project Manager	hour	\$105.00
Senior Geologist	hour	\$95.00
Draftsman/CADD	hour	\$85.00
Administration and Secretarial Services	hour	\$65.00



#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

TO: Honorable Mayor Robert M. Green and City Council

FROM: Benjamin Claypool, Civil Engineer II, PhD, EI

DATE: March 1, 2022

SUBJECT: 2022 Street Construction Project

City Project Number: RC-000-3230

**Bid Opening** 

On Friday, February 25, 2022 at 2:00 p.m., bids were received and opened for the 2022 Street Construction Project. A total of two (2) bids were received, with Peterson Contractors, Inc. the low bidder:

	Base Bid
Engineering Estimate	\$3,180,122.90
Peterson Contractors, Inc.	\$3,266,189.70
Owen Contracting, Inc.	\$3,279,382.25

The Engineer's Estimate for this project was \$3,180,122.90. Peterson Contractors, Inc. of Reinbeck, Iowa submitted the low bid in the amount of \$3,266,189.70. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Peterson Contractors, Inc. in the amount of \$3,266,189.70. On March 21, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

Xc: Chase Schrage, Public Works Director

David Wicke, PE, City Engineer

**TABULATION OF BIDS**2022 Street Construction Project
City of Cedar Falls - Project Number RC-000-3230

	City of Cedar Falls - Project Number RC-000-3230							1		2
Febru	bruary 22, 2021 at 2:00 PM BASE BID		ENGINEER'S ESTIMATE		Peterson Contractors Inc.		Owen Contracting, Inc.			
ITEM		DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
		OFF-SITE TOPSOIL EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	673 2560	\$25.00 \$15.00		\$30.00 \$14.00	\$20,190.00 \$35,840.00	\$25.00 \$14.00	\$16,825.00 \$35,840.00
3	2010-108-E-0	EXCAVATION, CLASS 12, BOULDERS	C.Y.	10	\$30.00	\$ 300.00	\$30.00	\$300.00	\$30.00	\$300.00
		BELOW GRADE EXCAVATION (CORE OUT) SUBGRADE PREPARATION	C.Y.	256 18	\$12.50 \$250.00		\$14.00 \$300.00	\$3,584.00 \$5,400.00	\$14.00 \$300.00	\$3,584.00 \$5,400.00
	2010-108-H-0 2010-108-I-0	SUBGRADE TREATMENT, GEOGRID TENSAR TX-160 SUBBASE, MODIFIED, 6 IN.	S.Y.	4607 14	\$7.50 \$10.00		\$8.50 \$30.00	\$39,159.50 \$420.00	\$8.50 \$30.00	\$39,159.50 \$420.00
8	2010-108-I-0	SUBBASE, MODIFIED, 12 IN.	S.Y.	7951 2253	\$18.00 \$28.50	\$ 143,118.00	\$17.00 \$31.00	\$135,167.00 \$69,843.00	\$20.00 \$31.00	\$159,020.00 \$69,843.00
10	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE	L.F.	651	\$60.00	\$ 39,060.00	\$64.00	\$41,664.00	\$64.00	\$41,664.00
		STORM SEWER, TRENCHED, 15 IN. RCP, 2000D STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	218 676	\$75.00 \$66.00		\$88.00 \$82.00	\$19,184.00 \$55,432.00	\$88.00 \$82.00	\$19,184.00 \$55,432.00
	4020-108-A-1	STORM SEWER, TRENCHED, 30 IN. HDPE STORM SEWER, TRENCHED, 36 IN. HDPE	L.F.	345 329	\$95.00 \$100.00		\$100.00 \$125.00	\$34,500.00 \$41,125.00	\$100.00 \$125.00	\$34,500.00 \$41,125.00
15	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	2	\$500.00	\$ 1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
17	4040-108-A-0	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN. SUBDRAIN, PERFORATED, 6 IN.	L.F.	2798 1623	\$10.00 \$12.00	\$ 19,476.00	\$8.00 \$15.00	\$22,384.00 \$24,345.00	\$8.00 \$15.00	\$22,384.00 \$24,345.00
		SUBDRAIN, OUTLET, 6 IN. C.M.P. SUBDRAIN, SUMP PUMP TAP	EACH EACH	18 39	\$275.00 \$350.00		\$300.00 \$275.00	\$5,400.00 \$10,725.00	\$300.00 \$275.00	\$5,400.00 \$10,725.00
20	4040-108-A-0	FIELD TILE, 4 IN. TO 8 IN., FIELD REPAIR WATER MAIN, TRENCHED, 4" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20 25	\$20.00 \$70.00	\$ 400.00	\$20.00 \$105.00	\$400.00 \$2,625.00	\$20.00 \$105.00	\$400.00 \$2,625.00
22	5010-108-A-1	WATER MAIN, TRENCHED, 6" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	20	\$75.00	\$ 1,500.00	\$80.00	\$1,600.00	\$80.00	\$1,600.00
		WATER MAIN, TRENCHED, 8" SJ DIP (POLYETHYLENE WRAPPED) WATER MAIN, TRENCHED, 12" SJ DIP (POLYETHYLENE WRAPPED)	L.F.	2303 100	\$80.00 \$90.00		\$85.00 \$121.00	\$195,755.00 \$12,100.00	\$85.00 \$121.00	\$195,755.00 \$12,100.00
		FITTINGS, DUCTILE IRON SERVICE SHORTSIDE, 3/4"	LBS.	3521 15	\$12.00 \$1.900.00		\$11.50 \$2.200.00	\$40,491.50 \$33,000.00	\$11.50 \$2,200.00	\$40,491.50 \$33,000.00
27	5010-108-D-0	SERVICE, LONGSIDE, 3/4"	EACH	19	\$2,750.00	\$ 52,250.00	\$2,800.00	\$53,200.00	\$2,800.00	\$53,200.00
29	5010-XX-1 5010-XX-1	MECHANICAL JOINT RESTRAINT, 4" MECHANICAL JOINT RESTRAINT, 6"	EACH EACH	11 11	\$150.00 \$175.00	\$ 1,925.00	\$175.00 \$175.00	\$1,925.00 \$1,925.00	\$175.00 \$175.00	\$1,925.00 \$1,925.00
30	5010-XX-1 5010-XX-1	MECHANICAL JOINT RESTRAINT, 8" MECHANICAL JOINT RESTRAINT, 12"	EACH EACH	18 12	\$185.00 \$200.00		\$200.00 \$275.00	\$3,600.00 \$3,300.00	\$200.00 \$275.00	\$3,600.00 \$3,300.00
32	5010-XX-2	JOINT RESTRAINT GASKET, 4"	EACH	1	\$160.00	\$ 160.00	\$225.00 \$250.00	\$225.00	\$225.00	\$225.00
34	5010-XX-2 5010-XX-2	JOINT RESTRAINT GASKET, 6" JOINT RESTRAINT GASKET, 8"	EACH EACH	2 18	\$170.00 \$180.00	\$ 3,240.00	\$275.00	\$500.00 \$4,950.00	\$250.00 \$275.00	\$500.00 \$4,950.00
	5010-XX-2 5010-XX-3	JOINT RESTRAINT GASKET, 12" 6" NITRILE GASKETS	EACH EACH	5 4	\$190.00 \$160.00	\$ 950.00 \$ 640.00	\$350.00 \$200.00	\$1,750.00 \$800.00	\$350.00 \$200.00	\$1,750.00 \$800.00
37	5010-XX-3	8" NITRILE GASKETS 12" NITRILE GASKETS	EACH EACH	94	\$170.00 \$180.00	\$ 15,980.00	\$225.00 \$250.00	\$21,150.00 \$500.00	\$225.00 \$250.00	\$21,150.00 \$500.00
39	5020-108-A-0	VALVE, 8" MJ GATE W/ BOX	EACH	5	\$2,500.00	\$ 12,500.00	\$2,800.00	\$14,000.00	\$2,800.00	\$14,000.00
		VALVE, 12" MJ GATE W/ BOX FIRE HYDRANT ASSEMBLY	EACH EACH	5	\$2,750.00 \$5,500.00		\$4,300.00 \$6,700.00	\$8,600.00 \$33,500.00	\$4,300.00 \$6,700.00	\$8,600.00 \$33,500.00
42	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH EACH	2 3	\$600.00 \$1,300.00	\$ 1,200.00	\$650.00	\$1,300.00 \$4,050.00	\$650.00 \$1,350.00	\$1,300.00 \$4,050.00
44	6010-108-A-0	FIRE HYDRANT ASSEMBLY REMOVAL MANHOLE, STORM SEWER, SW-401, 48" DIA.	EACH	6	\$4,250.00	\$ 25,500.00	\$1,350.00 \$4,600.00	\$27,600.00	\$4,600.00	\$27,600.00
		MANHOLE, SANITARY SEWER, SW-301, 48" DIA.  INTAKE, SW-507	EACH	6	\$6,500.00 \$5,500.00		\$6,850.00 \$6,300.00	\$41,100.00 \$6,300.00	\$6,850.00 \$6,300.00	\$41,100.00 \$6,300.00
47	6010-108-B-0	INTAKE, SW-509 INTAKE, SW-510	EACH EACH	2	\$7,000.00 \$7,500.00	\$ 14,000.00	\$7,700.00 \$9,300.00	\$15,400.00 \$9,300.00	\$7,700.00 \$9,300.00	\$15,400.00 \$9,300.00
49	6010-108-B-0	INTAKE, TYPE B	EACH	3	\$3,500.00	\$ 10,500.00	\$6,300.00	\$18,900.00	\$6,300.00	\$18,900.00
		INTAKE, TYPE D INTAKE, SINGLE FLAT	EACH EACH	18 1	\$6,000.00 \$5,000.00		\$7,700.00 \$5,800.00	\$138,600.00 \$5,800.00	\$7,700.00 \$5,800.00	\$138,600.00 \$5,800.00
		INTAKE, DOUBLE FLAT INTAKE, SW-507 TOP & INSERT	EACH EACH	1 14	\$5,800.00 \$3,000.00		\$8,000.00 \$2,300.00	\$8,000.00 \$32,200.00	\$8,000.00 \$2,400.00	\$8,000.00 \$33,600.00
54	6010-108-B-0	INTAKE, SW-509 TOP & INSERT	EACH	2	\$3,250.00	\$ 6,500.00	\$2,700.00	\$5,400.00	\$2,800.00	\$5,600.00
56	6010-108-F-0	MANHOLE, ADJUSTMENT, MINOR MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH EACH	6.25 13	\$1,600.00 \$2,500.00	\$ 32,500.00	\$1,600.00 \$2,800.00	\$10,000.00 \$36,400.00	\$1,575.00 \$2,800.00	\$9,843.75 \$36,400.00
		REMOVAL OF STORM MANHOLES AND INTAKES REMOVAL OF SANITARY MANHOLES	EACH EACH	21 6	\$750.00 \$1,500.00	\$ 15,750.00 \$ 9,000.00	\$600.00 \$850.00	\$12,600.00 \$5,100.00	\$600.00 \$850.00	\$12,600.00 \$5,100.00
59	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 7 IN., CLASS "C"	S.Y.	2590	\$48.00	\$ 124,320.00	\$51.00	\$132,090.00	\$49.30	\$127,687.00
61	7010-108-E-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 8 IN., CLASS "C" CURB, PCC 7 IN. 5.5 FT WIDTH, TYPE "C" CLASS III	L.F.	4520 30	\$53.00 \$75.00	\$ 2,250.00	\$52.00 \$95.00	\$235,040.00 \$2,850.00	\$49.70 \$90.00	\$224,644.00 \$2,700.00
		CURB, PCC 7 IN. 2.0 FT WIDTH, TYPE "C" CLASS III HMA, (ST), SURF., 1/2", PG58-28S	L.F.	105 2078	\$30.50 \$140.00		\$48.00 \$132.00	\$5,040.00 \$274,296.00	\$44.60 \$130.50	\$4,683.00 \$271,179.00
64	7020-108-A-0	HMA, (ST), BASE, 3/4", PG58-28S REMOVAL OF DRIVEWAY	TON S.Y.	2078 607	\$140.00 \$10.00	\$ 290,920.00	\$130.00 \$9.00	\$270,140.00 \$5,463.00	\$129.10 \$9.00	\$268,269.80 \$5,463.00
66	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	382	\$10.00	\$ 3,820.00	\$9.00	\$3,438.00	\$9.00	\$3,438.00
68	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C" SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	287 90	\$50.00 \$55.00	\$ 4,950.00	\$55.00 \$80.00	\$15,785.00 \$7,200.00	\$66.50 \$130.00	\$19,085.50 \$11,700.00
69	7030-108-G-0	DETECTABLE WARNINGS DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.F. S.Y.	230 607	\$51.00 \$55.00	\$ 11,730.00	\$52.00 \$58.00	\$11,960.00 \$35,206.00	\$45.00 \$56.25	\$10,350.00 \$34,143.75
71	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	TONS	20	\$30.00	\$ 600.00	\$36.50	\$730.00	\$36.50	\$730.00
73	7040-108-C-0	PATCH, P.C.C., FULL DEPTH, "M" MIX PATCH, PARTIAL DEPTH? HMA (ST) SURFACE, 1/2", PG58-28S	S.Y. TONS	24 10	\$300.00 \$250.00	\$ 2,500.00	\$250.00 \$250.00	\$6,000.00 \$2,500.00	\$300.00 \$225.00	\$7,200.00 \$2,250.00
	7040-108-G-0 7040-108-H-0	MILLING PAVEMENT REMOVAL, PCC	S.Y.	1363 7110	\$35.00 \$8.00		\$36.00 \$7.50	\$49,068.00 \$53,325.00	\$38.50 \$8.25	\$52,475.50 \$58,657.50
76	7040-108-H-0	PAVEMENT REMOVAL, ACC	S.Y.	7110	\$8.00	\$ 56,880.00	\$6.50	\$46,215.00	\$7.25	\$51,547.50
78	8020-108-B-0	CURB AND GUTTER REMOVAL PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	L.F.	135 124	\$10.00 \$100.00	\$ 12,400.00	\$10.00 \$80.00	\$1,350.00 \$9,920.00	\$10.00 \$75.00	\$1,350.00 \$9,300.00
	8020-108-G-0 8020-XX-1	PAINTED SYMBOLS AND LEGENDS STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH EACH	22 22	\$75.00 \$275.00		\$75.00 \$325.00	\$1,650.00 \$7,150.00	\$66.00 \$290.00	\$1,452.00 \$6,380.00
81	8030-108-A-0		L.S.	1	\$50,000.00	\$ 50,000.00	\$63,500.00	\$63,500.00 \$1,258.40	\$25,000.00	\$25,000.00
83	9020-108-A-0	SOD	S.F.	1936 34351	\$0.40 \$1.00	\$ 34,351.00	\$0.65 \$0.80	\$27,480.80	\$0.50 \$0.85	\$968.00 \$29,198.35
		STORMWATER POLLUTION PREVENTION PLAN (SWPPP), WATTLES, 9IN. STRAW	LS L.F.	1 3554	\$15,000.00 \$2.00		\$10,000.00 \$2.25	\$10,000.00 \$7,996.50	\$18,000.00 \$2.00	\$18,000.00 \$7,108.00
86	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	3554	\$0.50	\$ 1,777.00	\$0.50	\$1,777.00	\$0.40	\$1,421.60
88	9040-108-T-2	INLET PROTECTION DEVICE, INSTALLATION INLET PROTECTION DEVICE, MAINTENANCE	EACH EACH	50 50	\$150.00 \$50.00	\$ 2,500.00	\$150.00 \$50.00	\$7,500.00 \$2,500.00	\$135.00 \$35.00	\$6,750.00 \$1,750.00
		MOBILIZATION CONCRETE WASHOUT	L.S.	1	\$350,000.00 \$10,000.00		\$368,000.00 \$15,000.00	\$368,000.00 \$15,000.00		\$380,000.00 \$10,000.00
91	11050-108-A-0	SAW AND SEAL JOINTS	LF	25440	\$6.50	\$ 165,360.00	\$7.30	\$185,712.00	\$8.00	\$203,520.00
92	2010-108-E-0	EXCAVATION AND DISPOSAL OF CONTAMINATED SOIL		216 AL BASE BID:		\$ 41,040.00 \$ 3,180,122.90	\$90.00	\$ 3,266,189.70	\$90.00	\$19,440.00 \$ 3,279,382.25
			ВІ	D SECURITY:				10%		10%
					R	Bid Security idder Status Form		x		x
						Collusion Affidavit		**		••

Non-Collusion Affidavit



#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** March 1, 2022

**SUBJECT:** West Viking Road Industrial Park Phase V

City Project Number: SU-364-3189

**Contract Documents** 

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Peterson Contractors, Inc. for the construction of the West Viking Road Industrial Park Phase V Project.

This project consists of mass grading of 200-acre industrial park expansion site and constructing infrastructure associated with the first phase of the industrial park expansion site. The respective infrastructure includes 20,075 SY PCC, 7,338 LF storm sewer, 4,385 LF sanitary sewer, 5,125 LF water main, and other associated items.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Peterson Contractors, Inc. for the construction of the West Viking Road Industrial Park Phase V Project.

If you have any questions or comments feel free to contact me.

xc: Chase Schrage, Director of Public Works

David Wicke, City Engineer

J9657 Item 20.

#### FORM OF CONTRACT

This Contract	entered into in quadru	uplicate at Cedar Falls, Iowa, this day of
, 2022, b	y and between the Cit	ty of Cedar Falls, Iowa, hereinafter called the
Owner, and	of	hereinafter called the Contractor.
WITNESSETH:		

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V, Project No(s). SU-364-3189 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 3rd day of January 2022 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No(s). SU-364-3189 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

in vvilness whereor, this Contract has be	een executed in <u>quadruplicate</u> on the date ins
herein written.	Contractor Contractor
	CITY OF CEDAR FALLS, IOWA
	By Robert M. Green, Mayor
Attest:	



### Performance, Payment and Maintenance Bond

KNOW ALL BY THESE PRESENTS:
That we, Peterson Contractors, Inc., as Principal (hereinafter the "Contractor" or "Principal" and
Travelers Casualty and Surety Company of America as Surety are held and firmly bound unto
CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons
who may be injured by any breach of any of the conditions of this Bond in the penal sum of Eight Million One Hundred Forty Seven Thousand Six Hundred Forty Five and 50/100
(\$\_\ 8,147,645.50), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.
The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the day of, 2022, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

SURETY BOND NO. 107570445

#### CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V Project SU-364-3189

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

- 1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
- 2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

- 3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of \_\_\_\_\_\_ year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work:
  - B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

# Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in

the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Polk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

#### Project No(s). SU-364-3189

itness our hands, in triplicate, this	day of, <u>2022</u> .
Surety Countersigned By:	PRINCIPAL:
Not required Signature of Agent	Peterson Contractors, Inc. Contractor
Signature of Figure	By: Signature
Printed Name of Agent	president  Title
Company Name	SURETY:
Company Name	
Company Address	Travelers Casualty and Surety Company of America Surety Company
City, State, Zip Code	By: Signature Attorney-in-Fact Officer
	Anne Crowner, Attorney-in-Fact & Iowa Resident Agent
Company Telephone Number	Printed Name of Attorney-in-Fact Officer
	Holmes, Murphy and Associates, LLC
	Company Name
	2727 Grand Prairie Parkway
FORM APPROVED BY:	Company Address
I OIM I I I I O I I D D I .	Waukee, IA 50263
	City, State, Zip Code
	(515) 223-6800
Attorney for Owner	Company Telephone Number

#### NOTE:

- 1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
- 2. This bond must be sealed with the Surety's raised, embossing seal.
- 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



**Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company** St. Paul Fire and Marine Insurance Company

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Anne Crowner , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and lowa acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

State of Connecticut

City of Hartford ss.

Senior Vice President On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

2022







Kav E. Huyton Kevin E. Hughes, Assistant Secretary



### CERTIFICATE OF LIABILITY INSURANCE

DATE (I	Item 20.	-
2/2	4/2022	

PETECON-02

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).

CONTACT Amy Uhrmacher				
PHONE FAX (A/C, No, Ext): (A/C, No):				
E-MAIL ADDRESS: amy.uhrmacher@mylsb.com				
INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURER A: Greenwich Insurance Company	22322			
INSURER B : National Fire & Marine	20079			
INSURER C : XL Specialty Insurance Company	37885			
INSURER D : Zurich American Ins Co	16535			
INSURER E :				
INSURER F:				
	PHONE (A/C, No, Ext):  E-MAIL ADDRESS: amy.uhrmacher@mylsb.com  INSURER(S) AFFORDING COVERAGE  INSURER A : Greenwich Insurance Company INSURER B : National Fire & Marine INSURER C : XL Specialty Insurance Company INSURER D : Zurich American Ins Co INSURER E :			

**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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSF	1	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
Α	X	COMMERCIAL GENERAL LIABILITY	IIIOD			(MINIS BY LITTY	(MINIS B) T T T T	EACH OCCURRENCE	\$	2,000,000	
		CLAIMS-MADE X OCCUR	Х	Х	X	CGD7459902	7/1/2021	7/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
	X	Binkt Contractual						MED EXP (Any one person)	\$	10,000	
	X	XCU Coverage						PERSONAL & ADV INJURY	\$	2,000,000	
	GE	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	4,000,000	
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	4,000,000	
		OTHER:							\$		
Α	AU.	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	
	X	ANY AUTO	X	X	CAS7459903	7/1/2021	7/1/2022	BODILY INJURY (Per person)	\$		
		OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$		
									\$		
В	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	1,000,000	
		EXCESS LIAB CLAIMS-MADE	X	X	42-XSF-100514-05	7/1/2021	7/1/2022	AGGREGATE	\$	1,000,000	
		DED X RETENTION \$							\$		
С	AND EMPLOYERS' LIABILITY							X PER OTH- STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N			X	CWD7459901	7/1/2021	7/1/2022	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)		N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
	DÉS	s, describe under CCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000	
D	Lea	ased / Rented Equi			CPP9267064-10	7/1/2021	7/1/2022	Leased/Rented Equipm		5,000,000	
D	Cai	rgo			CPP9267064-10	7/1/2021	7/1/2022	Cargo		2,500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: J9657 W. Viking Industrial Park, City of Cedar Falls City of Cedar Falls is additonal insured. Waiver of subrogation applies in favor of the City of Cedar Falls.

CERTIFICATE HOLDER	CANCELLATION
City of Cedar Falls 220 Clay Street Cedar Falls. IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Journal of the state of the sta	AUTHORIZED REPRESENTATIVE
	Keva Lyle
ACORD 25 (2016/02)	© 1000 2015 ACORD CORPORATION All rights r 647

#### **ENDORSEMENT #031**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

#### **GOVERNMENTAL IMMUNITIES ENDORSEMENT**

CITY OF DES MOINES, IOWA CITY OF CEDAR RAPIDS, IOWA CITY OF CORALVILLE, IOWA CITY OF CEDAR FALLS, IOWA CITY OF DUBUQUE, IOWA

City of Iowa City, Iowa

This endorsement modifies Insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under the terms of this Endorsement, Jurisdiction shall mean any municipal corporation, as defined in Chapter 670 of the Iowa Code, with respect to all work and services performed by the named insured for any such Jurisdiction as identified on any Certificate of Insurance issued as proof of insurance as required by the Urban Standard Specifications for Public Improvements.

#### 1. Cancellation and Material Change

Thirty (3) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits, and ten (10) days written notice of non-payment of premium shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.

#### 2. Additional Insured

The Jurisdiction, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to insured autos and arising out of the contractor's work and services performed for the Jurisdiction. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection

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available to the Additional Insureds, whether other available coverage be primary, contributing, or excess.

### 3. Government Immunities

- A. <u>Nonwaiver of Governmental Immunity.</u> The insurance carrier expressly agrees and states that the purchase of this policy and including the jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- B. <u>Claims Coverage.</u> 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.
- C. <u>Assertion of Governmental Immunity.</u> The Jurisdiction 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 Jurisdiction.
- D. <u>Non-Denial of Coverage</u>. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) or governmental immunity asserted by the Jurisdiction.
- E. <u>No Other Change in Policy.</u> The insurance carrier and the Jurisdiction agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

All other terms and conditions of this policy remain unchanged.

**MANUS** 

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Page 1 of 2

(Ed. 4-84)

### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHERE REQUIRED	DV M/DITTEN	<b>ACDEEMENT</b>	SIGNED	DDIOD TO	1000
WHERE REGUIRED	BY WRITTEN	AUREEMEN	SIGNED	PRIUR IU	1 ()55

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective July 1, 2021

Policy No. CWD7459901

Endorsement No.

Insured PETERSON CONTRACTORS, INC.

Insurance Company
XL Specialty Insurance Company

Countersigned by \_\_\_\_\_

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

POLICY NUMBER: CAS7459903

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PETERSON CONTRACTORS, INC.

Endorsement Effective Date: July 1, 2021

### **SCHEDULE**

Name(s) Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS (EXCEPT WHERE NOT PERMITTED BY LAW).

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

### **ENDORSEMENT #029**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy

No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- **A. Section II Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- **B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

### 2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.

### **ENDORSEMENT #030**

This endorsement, effective 12:01 a.m., July 1, 2021, forms a part of Policy

No. CGD7459902 issued to PETERSON CONTRACTORS, INC.

by Greenwich Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### Name of Person or Organization:

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT BUT ONLY WHEN THE CONTRACT DEMAND SPECIFIES ISO 2001 EDITION FORMS OR EQUIVALENT

### **Location and Description of Completed Operations:**

VARIOUS AS REQUIRED PER WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All other terms and conditions remain unchanged.

POLICY NUMBER: CGD745990201

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

## **Designated Construction Project(s):**

**EACH "PROJECT"** 

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - **b.** Claims made or "suits" brought; or
    - **c.** Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V (#8022849)
Owner: Cedar Falls IA, City of
Solicitor: Snyder & Associates, Inc.
02/11/2022 02:00 PM CST

					Engineer	Estimate	Peterson Co	ontractors Inc	Steger	Const Inc	Pirc-Tobin C	onstruction Inc	C.J. Movna	a & Sons, LLC
Line Iten	1 Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	2010-C 2010-D-1	Clearing and Grubbing Topsoil, On-site	LS CY	1 224000	\$5,000.00 \$4.00	\$5,000.00	\$25,000.00	\$25,000.00 \$884,800.00	\$17,500.00	\$17,500.00 \$1,115,520.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
3	2010-D-1 2010-E	Excavation, Class 10	CY	962200	\$4.00	\$896,000.00	\$3.95 \$2.34	\$2,251,548.00	\$4.98 \$3.46	\$3,329,212.00	\$5.00 \$3.65	\$1,120,000.00 \$3,512,030.00	\$5.00 \$3.60	\$1,120,000.00 \$3,463,920.00
4	2010-E	Excavation, Class 10, Unsuitable or Unstable	CY	400	\$12.50	\$5,000.00	\$57.00	\$22,800.00	\$71.45	\$28,580.00	\$75.00	\$30,000.00	\$20.00	\$8,000.00
5	2010-G	Subgrade Preparation, 24"	SY	23715	\$4.00	\$94,860.00	\$1.55	\$36,758.25	\$3.53	\$83,713.95	\$3.75	\$88,931.25	\$9.00	\$213,435.00
- 6 7	2010-I	Subbase, Modified, 12" Temporary Granular Access Road	SY SY	23715 4622	\$11.00 \$30.00	\$260,865.00 \$138,660.00	\$13.85 \$15.00	\$328,452.75 \$69,330.00	\$15.87 \$20.00	\$376,357.05 \$92,440.00	\$17.50 \$25.00	\$415,012.50 \$115,550.00	\$33.20 \$23.40	\$787,338.00 \$108,154.80
8	2010-999-A 2010-L	Compaction Testing	LS	1	\$17,500.00	\$17,500.00	\$20,000.00	\$20,000.00	\$29,500.00	\$92,440.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
9	3010-C	Trench Foundation	TON	186	\$35.00	\$6,510.00	\$31.00	\$5,766.00	\$45.00	\$8,370.00	\$45.00	\$8,370.00	\$28.90	\$5,375.40
10	3010-D	Replacement of Unsuitable Backfill Material	CY	325	\$25.00	\$8,125.00	\$40.00	\$13,000.00	\$40.00	\$13,000.00	\$40.00	\$13,000.00	\$48.00	\$15,600.00
11	3010-F 4010-A-1	Trench Compaction Testing Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"	LS LF	1 3604	\$40,000.00 \$75.00	\$40,000.00 \$270,300.00	\$15,000.00 \$90.00	\$15,000.00 \$324,360.00	\$15,000.00 \$100.00	\$15,000.00 \$360,400.00	\$15,000.00 \$100.00	\$15,000.00 \$360,400.00	\$20,000.00 \$95.80	\$20,000.00 \$345,263.20
13	4010-A-1 4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12  Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 15"	LF	251	\$90.00	\$22,590.00	\$108.00	\$27,108.00	\$100.00	\$36,395.00	\$100.00	\$36,395.00	\$172.00	\$43,172.00
14	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"	LF	530	\$110.00	\$58,300.00	\$147.00	\$77,910.00	\$200.00	\$106,000.00	\$200.00	\$106,000.00	\$197.50	\$104,675.00
15	4010-C-1	Sanitary Sewer Force Main, Trenched, PVC, 1.5"	LF	905	\$40.00	\$36,200.00	\$24.00	\$21,720.00	\$15.00	\$13,575.00	\$15.00	\$13,575.00	\$34.50	\$31,222.50
16	4010-E	Sanitary Sewer Service Stub, PVC SDR 23.5, 6"	LF	771	\$55.00	\$42,405.00	\$60.00	\$46,260.00	\$75.00	\$57,825.00	\$75.00	\$57,825.00	\$58.60	\$45,180.60
17 18	4010-H 4020-A-1	Removal of Sanitary Sewer, All Types and Sizes Storm Sewer, Trenched, RCP, 15"	LF LF	150 1433	\$35.00 \$62.00	\$5,250.00 \$88,846.00	\$12.00 \$55.50	\$1,800.00 \$79,531.50	\$35.00 \$55.50	\$5,250.00 \$79,531.50	\$35.00 \$55.50	\$5,250.00 \$79,531.50	\$14.70 \$55.10	\$2,205.00 \$78,958.30
19	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	611	\$67.00	\$40,937.00	\$52.50	\$32,077.50	\$56.50	\$34,521.50	\$56.50	\$34,521.50	\$52.40	\$32,016.40
20	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	2016	\$85.00	\$171,360.00	\$68.00	\$137,088.00	\$75.00	\$151,200.00	\$75.00	\$151,200.00	\$67.60	\$136,281.60
21	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	855	\$120.00	\$102,600.00	\$84.00	\$71,820.00	\$100.00	\$85,500.00	\$100.00	\$85,500.00	\$83.70	\$71,563.50
22	4020-A-1 4020-A-1	Storm Sewer, Trenched, RCP, 36" Storm Sewer, Trenched, RCP, 42"	LF LF	1495 733	\$145.00 \$180.00	\$216,775.00 \$131,940.00	\$114.00 \$142.00	\$170,430.00 \$104,086.00	\$127.50 \$185.00	\$190,612.50 \$135,605.00	\$127.50 \$185.00	\$190,612.50 \$135,605.00	\$113.00 \$141.50	\$168,935.00 \$103,719.50
24	4020-A-1	Storm Sewer, Trenched, RCP, 48"	LF	195	\$200.00	\$39,000.00	\$188.00	\$36,660.00	\$235.00	\$45,825.00	\$235.00	\$45,825.00	\$187.00	\$36,465.00
25	4020-D	Removal of Storm Sewer, All Types and Sizes	LF	200	\$25.00	\$5,000.00	\$37.00	\$7,400.00	\$15.00	\$3,000.00	\$15.00	\$3,000.00	\$36.90	\$7,380.00
26	4030-B	Pipe Apron, RCP, 15"	EA	3	\$1,500.00	\$4,500.00	\$1,250.00	\$3,750.00	\$2,100.00	\$6,300.00	\$2,100.00	\$6,300.00	\$1,203.00	\$3,609.00
27 28	4030-B 4030-B	Pipe Apron, RCP, 18" Pipe Apron, RCP, 24"	EA EA	9	\$1,750.00 \$2,500.00	\$7,000.00 \$22,500.00	\$1,300.00 \$1,325.00	\$5,200.00 \$11,925.00	\$2,300.00 \$2,800.00	\$9,200.00 \$25,200.00	\$2,300.00 \$2,800.00	\$9,200.00 \$25,200.00	\$1,259.00 \$1,296.00	\$5,036.00 \$11,664.00
28	4030-В 4030-В	Pipe Apron, RCP, 24 Pipe Apron, RCP, 30"	EA	1	\$2,500.00	\$3,000.00	\$1,325.00	\$11,925.00	\$2,800.00	\$25,200.00	\$2,800.00	\$3,300.00	\$1,296.00	\$11,664.00
30	4030-B	Pipe Apron, RCP, 36"	EA	1	\$4,000.00	\$4,000.00	\$2,100.00	\$2,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$2,088.00	\$2,088.00
31	4030-В	Pipe Apron, RCP, 42"	EA	1	\$5,000.00	\$5,000.00	\$2,400.00	\$2,400.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,388.00	\$2,388.00
32 33	4030-B 4040-A	Pipe Apron, RCP, 48" Subdrain Type 1, 6"	EA LF	10085	\$6,000.00 \$7.00	\$12,000.00 \$70,595.00	\$1,300.00 \$13.25	\$2,600.00 \$133,626.25	\$5,500.00 \$16.50	\$11,000.00 \$166.402.50	\$5,500.00 \$16.50	\$11,000.00 \$166,402.50	\$1,273.00 \$15.50	\$2,546.00 \$156,317.50
33	4040-A 4040-C	Subdrain, Type 1, 6" Subdrain Cleanout, Type A-1, 6"	EA EA	24	\$7.00	\$12,000.00	\$13.25	\$133,626.25	\$16.50	\$166,402.50	\$1,250.00	\$166,402.50	\$15.50 \$712.50	\$156,317.50
35	4040-D	Subdrain Outlets and Connections, CMP, 6"	EA	84	\$300.00	\$25,200.00	\$235.00	\$19,740.00	\$285.00	\$23,940.00	\$285.00	\$23,940.00	\$114.00	\$9,576.00
36	5010-A-1	Water Main, Trenched, 1"	LF	920	\$35.00	\$32,200.00	\$24.55	\$22,586.00	\$15.00	\$13,800.00	\$15.00	\$13,800.00	\$25.30	\$23,276.00
37	5010-A-1	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF CA	5125	\$80.00	\$410,000.00	\$86.25	\$442,031.25	\$100.00	\$512,500.00	\$100.00	\$512,500.00	\$93.60	\$479,700.00
38 39	5010-D 5020-A	Water Service Stub, DIP, 8" Valve, Gate, 12"	EA EA	6 10	\$2,000.00 \$2,500.00	\$12,000.00 \$25,000.00	\$6,650.00 \$4,000.00	\$39,900.00	\$12,000.00 \$3,400.00	\$72,000.00 \$34,000.00	\$12,000.00 \$3,400.00	\$72,000.00 \$34,000.00	\$7,094.00 \$3,003.00	\$42,564.00 \$30,030.00
40	5020-C	Fire Hydrant Assembly	EA	21	\$5,000.00	\$105,000.00	\$6,400.00	\$134,400.00	\$6,500.00	\$136,500.00	\$6,500.00	\$136,500.00	\$4,929.00	\$103,509.00
41	6010-A	Manhole, SW-301, 48"	EA	8	\$4,000.00	\$32,000.00	\$8,800.00	\$70,400.00	\$7,500.00	\$60,000.00	\$7,500.00	\$60,000.00	\$6,438.00	\$51,504.00
42	6010-A	Manhole, SW-301, 60"	EA	5	\$6,500.00	\$32,500.00	\$17,800.00	\$89,000.00	\$14,250.00	\$71,250.00	\$14,250.00	\$71,250.00	\$11,498.00	\$57,490.00
43	6010-A 6010-A	Manhole, SW-401, 48"  Manhole, SW-401, 60"	EA EA	1	\$4,000.00 \$5,500.00	\$16,000.00 \$5,500.00	\$4,000.00 \$7,950.00	\$16,000.00 \$7,950.00	\$4,000.00 \$9,250.00	\$16,000.00 \$9,250.00	\$4,000.00 \$9,250.00	\$16,000.00 \$9,250.00	\$3,982.00 \$7,919.00	\$15,928.00 \$7,919.00
45	6010-A	Manhole, SW-401, 72"	EA	5	\$7,000.00	\$35,000.00	\$7,500.00	\$37,500.00	\$8,500.00	\$42,500.00	\$8,500.00	\$42,500.00	\$7,481.00	\$37,405.00
46	6010-A	Manhole, SW-401, 84"	EA	1	\$8,500.00	\$8,500.00	\$11,500.00	\$11,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$11,428.00	\$11,428.00
47	6010-B	Intake, SW-501	EA	6	\$4,000.00	\$24,000.00	\$3,900.00	\$23,400.00	\$3,400.00	\$20,400.00	\$3,400.00	\$20,400.00	\$3,871.00	\$23,226.00
48 49	6010-B 6010-B	Intake, SW-502, 48" Intake, SW-502, 60"	EA EA	2	\$5,000.00 \$6,500.00	\$5,000.00 \$13,000.00	\$4,950.00 \$7,100.00	\$4,950.00 \$14.200.00	\$4,000.00 \$7,400.00	\$4,000.00 \$14,800.00	\$4,000.00 \$7,400.00	\$4,000.00 \$14,800.00	\$4,929.00 \$7,050.00	\$4,929.00 \$14,100.00
50	6010-B	Intake, SW-502, 84"	EA	1	\$9,500.00	\$9,500.00	\$9,200.00	\$9,200.00	\$9,700.00	\$9,700.00	\$9,700.00	\$9,700.00	\$9,182.00	\$9,182.00
51	6010-B	Intake, SW-502, 96"	EA	4	\$11,000.00	\$44,000.00	\$13,650.00	\$54,600.00	\$16,500.00	\$66,000.00	\$16,500.00	\$66,000.00	\$13,634.00	\$54,536.00
52	6010-B	Intake, SW-505	EA	16	\$7,000.00	\$112,000.00	\$5,000.00	\$80,000.00	\$5,600.00	\$89,600.00	\$5,600.00	\$89,600.00	\$4,989.00	\$79,824.00
53 54	6010-B 6010-B	Intake, SW-506 Intake, SW-507	EA EA	6 1	\$8,000.00	\$48,000.00	\$8,200.00 \$4,550.00	\$49,200.00 \$4,550.00	\$8,500.00 \$4,500.00	\$51,000.00 \$4,500.00	\$8,500.00 \$4,500.00	\$51,000.00 \$4,500.00	\$8,170.00 \$4,517.00	\$49,020.00 \$4,517.00
55	6010-B	Intake, SW-508	EA	1	\$6,500.00	\$6,500.00	\$4,800.00	\$4,800.00	. ,	\$6,000.00		\$6,000.00		\$4,745.00
56	6010-B	Intake, SW-509	EA	2	\$7,500.00	\$15,000.00	\$5,300.00	\$10,600.00	\$7,500.00	\$15,000.00	\$7,500.00	\$15,000.00	\$5,255.00	\$10,510.00
57	6010-B	Intake, SW-510	EA	2	\$9,500.00	\$19,000.00	\$5,500.00	\$11,000.00	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$5,445.00	\$10,890.00
58 59	6010-B 6010-B	Intake, SW-512, 24" DIA Intake, SW-513, 3' x 3'	EA EA	2	\$3,000.00 \$3,000.00	\$3,000.00	\$1,800.00 \$5,150.00	\$1,800.00 \$10,300.00	\$1,800.00 \$5,350.00	\$1,800.00 \$10,700.00	\$1,800.00 \$5,350.00	\$1,800.00 \$10,700.00	\$1,774.00 \$5,142.00	\$1,774.00 \$10,284.00
60	6010-B	Intake, SW-513, 4' x 4'	EA	1	\$5,000.00	\$5,000.00	\$4,400.00	\$4,400.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,367.00	\$4,367.00
61	6010-B	Intake, SW-513, 5' x 5'	EA	1	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$8,250.00	\$8,250.00	\$8,250.00	\$8,250.00	\$6,972.00	\$6,972.00
62	6010-B	Intake, SW-513, 6' x 6'	EA	4	\$8,500.00	\$34,000.00	\$8,450.00	\$33,800.00	\$9,250.00	\$37,000.00	\$9,250.00	\$37,000.00	\$8,409.00	\$33,636.00
63 64	6010-G 6010-C-2	Connection to Existing Intake External Drop Connection	EA EA	1	\$500.00 \$4,000.00	\$500.00 \$4,000.00	\$850.00 \$10,500.00	\$850.00 \$10,500.00	\$1,000.00 \$10,000.00	\$1,000.00 \$10,000.00	\$1,000.00 \$10,000.00	\$1,000.00 \$10,000.00	\$849.00 \$6,390.00	\$849.00 \$6,390.00
65	SP-6010-I	Grinder Pump Station	LS	1	\$60,000.00	\$60,000.00	\$10,300.00	\$105,000.00	\$10,000.00		\$10,000.00	\$110,000.00	\$136,000.00	\$136,000.00
66	7010-A	Pavement, PCC, 9", W/ CD Baskets	SY	20075	\$50.00	\$1,003,750.00	\$48.25	\$968,618.75	\$52.25	\$1,048,918.75	\$53.25	\$1,068,993.75	\$47.70	\$957,577.50
67	7020-B	Pavement, HMA, 6"	SY	110	\$65.00	\$7,150.00	\$75.00	\$8,250.00	\$71.60	\$7,876.00	\$75.00	\$8,250.00	\$71.60	\$7,876.00
68 69	7030-E 7030-E	Sidewalk, PCC, 4" Sidewalk, PCC, 5"	SY SY	841 225	\$55.00 \$60.00	\$46,255.00 \$13,500.00	\$43.50 \$37.00	\$36,583.50 \$8,325.00	\$52.00 \$55.00	\$43,732.00 \$12,375.00	\$65.00 \$68.50	\$54,665.00 \$15,412.50	\$41.00 \$34.50	\$34,481.00 \$7,762.50
70	7030-E	Sidewalk, PCC, 6"	SY	110	\$70.00	\$7,700.00	\$82.50	\$9,075.00	\$60.00	\$6,600.00	\$73.50	\$8,085.00	\$80.00	\$8,800.00
71	7030-G	Detectable Warnings	SF	180	\$50.00	\$9,000.00	\$42.00	\$7,560.00	\$40.00	\$7,200.00	\$42.00	\$7,560.00	\$42.00	\$7,560.00
72	7030-H-1	Driveway, Paved, PCC, 7"	SY	1074	\$68.00	\$4,624.00	\$58.00	\$3,944.00	\$70.00	\$4,760.00	\$90.50	\$6,154.00	\$58.00	\$3,944.00
73 74	7030-H-2 7040-H	Driveway, Granular Pavement Removal, PCC	SY	1074 184	\$15.00 \$25.00	\$16,110.00 \$4,600.00	\$7.25 \$7.75	\$7,786.50 \$1,426.00	\$7.50 \$12.00	\$8,055.00 \$2,208.00	\$10.00 \$20.00	\$10,740.00 \$3,680.00	\$10.00 \$30.00	\$10,740.00 \$5,520.00
75	7040-H 7040-H	Pavement Removal, Sealcoat	SY	107	\$15.00	\$1,605.00	\$6.75	\$722.25	\$11.50	\$1,230.50	\$11.50	\$1,230.50	\$20.00	\$3,320.00
76	8020-B	Painted Pavement Markings, Solvent/Waterborne	STA	52	\$100.00	\$5,200.00	\$80.00	\$4,160.00	\$80.00	\$4,160.00	\$83.50	\$4,342.00	\$80.00	\$4,160.00
77	8030-A	Temporary Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$11,500.00	\$11,500.00	\$5,000.00	\$5,000.00	\$14,000.00	\$14,000.00
78 79	SP-8940-A SP-8940-B	Sign Panels Sign Posts	SF LF	127 198	\$20.00 \$35.00	\$2,540.00 \$6,930.00	\$24.00 \$14.00	\$3,048.00 \$2,772.00	\$24.00 \$14.00	\$3,048.00 \$2,772.00	\$25.00 \$14.50	\$3,175.00 \$2,871.00	\$24.00 \$14.00	\$3,048.00 \$2,772.00
80	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Turf Seed	ACRE	6	\$3,000.00	\$18,000.00	\$2,050.00	\$12,300.00	\$1,700.00	\$10,200.00	\$2,100.00	\$12,600.00	\$2,050.00	\$12,300.00
81	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Native Seed	ACRE	22	\$2,500.00	\$55,000.00	\$3,575.00	\$78,650.00	\$3,300.00	\$72,600.00	\$3,700.00	\$81,400.00	\$3,575.00	\$78,650.00
82	9010-B	Seeding, Seeding, Fertilizing, and Mulching, Erosion Control Mix	ACRE	164	\$2,000.00	\$328,000.00	\$1,050.00	\$172,200.00	\$1,240.00	\$203,360.00	\$1,100.00	\$180,400.00	\$1,050.00	\$172,200.00
83 84	9030-C 9040-A-2	Landscaping SWPPP Management	LS LS	1	\$175,000.00 \$10,000.00	\$175,000.00 \$10,000.00	\$175,000.00 \$10,000.00	\$175,000.00 \$10,000.00	\$157,000.00 \$34,200.00	\$157,000.00 \$34,200.00	\$160,000.00 \$5,000.00	\$160,000.00 \$5,000.00	\$175,000.00 \$10,000.00	\$175,000.00 \$10,000.00
85	9040-A-2 9040-D-1	Filter Sock, 8"	LS	10000	\$10,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$34,200.00	\$34,200.00	\$5,000.00	\$3,500.00	\$10,000.00	\$10,000.00
86	9040-D-2	Filter Sock, Removal	LF	10000	\$1.00	\$10,000.00	\$0.25	\$2,500.00	\$0.25	\$2,500.00	\$0.25	\$2,500.00	\$0.25	\$2,500.00
87	9040-E-0	Temporary RECP, Type 2.C	SY	36000	\$2.00	\$72,000.00	\$0.75	\$27,000.00	\$1.05	\$37,800.00	\$0.75	\$27,000.00	\$0.75	\$27,000.00
88 89	9040-J-0 9040-N-1	Rip Rap, Class E Silt Fence or Silt Fence Ditch Check	TON LF	245 40000	\$70.00 \$1.00	\$17,150.00 \$40,000.00	\$44.00 \$1.40	\$10,780.00 \$56,000.00	\$56.00 \$1.50	\$13,720.00 \$60,000.00	\$50.00 \$1.40	\$12,250.00 \$56,000.00	\$58.00 \$1.38	\$14,210.00 \$55,200.00
90	9040-N-1 9040-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF LF	40000	\$1.00 \$1.00	\$40,000.00	\$1.40	\$56,000.00	\$1.50	\$60,000.00	\$1.40	\$56,000.00	\$1.38	\$55,200.00
91	9040-Q-2	Erosion Control Mulching	ACRE	6	\$2,250.00	\$13,500.00	\$2,150.00	\$12,900.00	\$1,300.00	\$7,800.00	\$2,200.00	\$13,200.00	\$2,150.00	\$12,900.00
92	9040-T-1	Inlet Protection Device	EA	45	\$150.00	\$6,750.00	\$150.00	\$6,750.00	\$90.00	\$4,050.00	\$160.00	\$7,200.00	\$150.00	\$6,750.00
93	11,020-A	Mobilization	LS	1 Totals	\$350,000.00	\$350,000.00	\$125,000.00	\$125,000.00	\$440,000.00		\$275,000.00		\$810,000.00	\$810,000.00
				Totals:		\$8,714,882.00		\$8,147,645.50	<u> </u>	\$10,398,091.25		\$10,481,235.50		\$10,992,313.30

# FORM OF PROPOSAL CEDAR FALLS WEST VIKING ROAD INDUSTRIAL PARK PHASE V PROJECT NO. SU-364-3189 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council City of Cedar Falls, Iowa

The undersigned hereby certifies that Land Lower Lower Lower Land Lower 
BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Clearing and Grubbing %	LS	1		
2	Topsoil, On-site	CY	224,000		
3	Excavation, Class 10	CY	962,200		
4	Excavation, Class 10, Unsuitable or Tunstable	ONIC CY	400		
5	Subgrade Preparation, 24"	SYN	23,715		
6	Subbase, Modified, 12"	SY P	23,715		
7	Temporary Granular Access Road	SY	4,622		
8	Compaction Testing	LS	S.A.		
9	Trench Foundation	TON	186		
10	Replacement of Unsuitable Backfill Material	CY	325	PRICA	
11	Trench Compaction Testing	LS	1	-0.	

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
12	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 12"	LF	3,604		
13	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 15"	LF	251		
14	Sanitary Sewer Gravity Main, Trenched, PVC SDR 26, 21"	LF	530		
15	Sanitary Sewer Force Main, Trenched, PVC, 1.5"	LF	905		
16	Sanitary Sewer Service Stub, PVC	LF	771		
17	Removal of Sanitary Sewer, All Types and Sizes	LF	150		
18	Storm Sewen Trenched, RCP, 15"	LF	1,433		
19	Storm Sewer, Trenched, RCP, 18"	LF	611		
20	Storm Sewer, Trenched RCP, 24"	LF	2,016		
21	Storm Sewer, Trenched, Rep. 30"	LF	855		
22	Storm Sewer, Trenched, RCP, 86"	LF	1,495		
23	Storm Sewer, Trenched, RCP, 42"	LF	733		
24	Storm Sewer, Trenched, RCP, 48"	OF	195		
25	Removal of Storm Sewer, All Types and Sizes	LFUX	200		
26	Pipe Apron, RCP, 15"	EA	3		
27	Pipe Apron, RCP, 18"	EA	04	-	
28	Pipe Apron, RCP, 24"	EA	9081		
29	Pipe Apron, RCP, 30"	EA	1	1	
30	Pipe Apron, RCP, 36"	EA	1	NIX	•
31	Pipe Apron, RCP, 42"	EA	1	~P/2	
32	Pipe Apron, RCP, 48"	EA	2	CNIT PRICES	
33	Subdrain, Type 1, 6"	LF	10,085		
34	Subdrain Cleanout, Type A-1, 6"	EA	24		
	Subdrain Outlets and Connections, CMP, 6"	EA	84		
36	Water Main, Trenched, 1"	LF	920		
	Water Main, Trenched, DIP, 12" (w/ Nitrile Gaskets)	LF	5,125		
38	Water Service Stub, DIP, 8"	EA	6		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
39	Valve, Gate, 12"	EA	10		
40	Fire Hydrant Assembly	EA	21		
41	Manhole, SW-301, 48"	EA	8		
42	Manhole, SW-301, 60"	EA	5		
43	Manhole, SW-401, 48"	EA	4		
44	Manhole, SW-401, 60"	EA	1		
45	Mamole, SW-401, 72"	EA	- 5		
46	Manhole SW-401, 84"	EA	1		
47	Intake, SW-501	EA	6		
48	Intake, SW-502, 45"	EA	1		
49	Intake, SW-502, 60" Intake, SW-502, 84" Intake, SW-502, 96" Intake, SW-505	EA	2		
50	Intake, SW-502, 84"	EA	1		
51	Intake, SW-502, 96"	EA	4		
52	Intake, SW-505	EA	16		
53	Intake, SW-506	PEA	6		
54	Intake, SW-507	EAC	1		
55	Intake, SW-508	EA	TO 1		
56	Intake, SW-509	EA	UBA		
57	Intake, SW-510	EA	2 7	A A A A A A A A A A A A A A A A A A A	
58	Intake, SW-512, 24" DIA	EA	1	A.	
59	Intake, SW-513, 3' x 3'	EA	2	AICE	
60	Intake, SW-513, 4' x 4'	EA	1	6	
61	Intake, SW-513, 5' x 5'	EA	1		
62 I	Intake, SW-513, 6' x 6'	EA	4		
63	Connection to Existing Intake	EA	1		
64 E	External Drop Connection	EA	1		
65	Grinder Pump Station	LS	1		
66 F	Pavement, PCC, 9", W/ CD Baskets	SY	20,075		

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
67	Pavement, HMA, 6"	SY	110		
68	Sidewalk, PCC, 4"	SY	841		
69	Sidewalk, PCC, 5"	SY	225		
70	Sidewalk, PCC, 6"	SY	110		
71	Detectable Warnings	SF	180		
72	Driveway, Paved, PCC, 7"	SY	68		
73	Driveway, Granular	SY	1,074		
74	Pavement Removal, PCC	SY	184		
75	Pavement Removal, Sealcoat	SY	107		
76	Painted Pavement Markings, Solved Waterborne	STA	52		
77	Temporary Traffic Control	LS	1		
78	Sign Panels	SF	127		
79	Sign Posts	LF	198		
80	Seeding, Seeding, Fertilizing, and Mulching, Turf Seed	ACRE	6.1		
81	Seeding, Seeding, Fertilizing and Mulching, Native Seed	ACRE	21.5		
82	Seeding, Seeding, Fertilizing, and C Mulching, Erosion Control Mix	ACRE	163.8		
83	Landscaping	400	1		
84	SWPPP Management	LS To	1		
85	Filter Sock, 8"	LF	10,000		
86	Filter Sock, Removal	LF	10,000		
87	Temporary RECP, Type 2.C	SY	36,000		
88	Rip Rap, Class E	TON	245	74.	
89	Silt Fence or Silt Fence Ditch Check	LF	40,000	NIX	
	Silt Fence or Silt Fence Ditch Check, Removal of Device	LF	40,000	TUNIT PRICE	
91	Erosion Control Mulching	ACRE	6.1		D.
92	Inlet Protection Device	EA	45		
93	Mobilization	LS	1		

# TOTAL BID: \$ 8,147,645.50

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item, shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% of Bid Total in the form of , is submitted herewith in accordance with

the Instructions to I	3idders.				
The bidder is prepared to submit a financial and experience statement upon request.  The bidder has received the following Addendum or Addenda:					
Addendum No.		1/21/22 2/1/22 2/10/22			
The bidder has fille	d in all blanks on this Propo	osal.			
Note: The Penalty for 1001.  Name of Bidder	or making false statements in the statements in the state of the state	in offers is prescribed in 18	U.S.A., Section		
Official Address	ST. REINBECK, TA SOULA	Esnavor P Title	M		



## **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** March 1, 2022

**SUBJECT:** Olive Street Box Culvert Replacement

City Project No. BR-106-3215

Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning to remove and replace the existing 2 span slab bridge at Olive Street with a twin box culvert. The existing bridge will be replaced with a box culvert extending from the existing College Street Culvert to the east side of Olive Street, downstream channel improvements will be incorporated, sidewalk improvements for walkability to the College Hill corridor, and placement of a new road above the culvert. The project will include improvements to the water main, storm sewer and sanitary sewer. Right-of-Way acquired for the project will be used for culvert alignment and stream channel restorations. The project will require the acquisition of right-of-way, temporary and permanent easements from four (4) properties. The owners of the following properties have accepted our offer:

Owner	Address/Parcel ID	Acquisition Type
Karen B. Mukai, Trustee	2009 Olive Street	Temporary Easement
Teru Mukai and Karen B. Mukai Revocable Trust		Permanent Easement
Oak Tree Properties, LLC	2010 Olive Street	Temporary Easement
		Permanent Easement

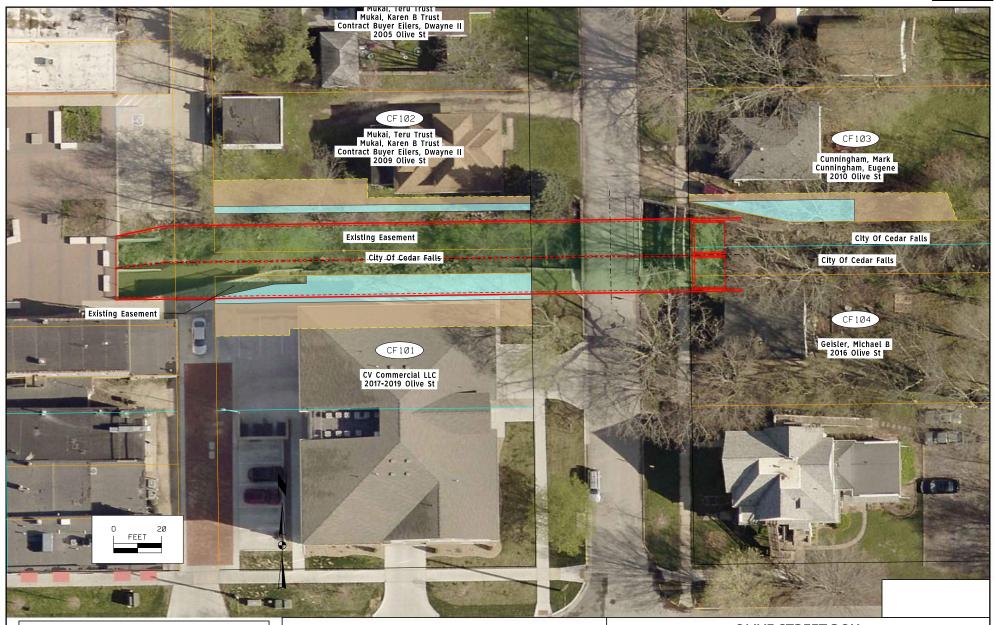
Attached is a map that identifies the location of these properties.

The City will use General Obligation and Tax Increment Financing for the design and right-of-way portion of this project. The City entered into a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, on January 6<sup>th</sup>, 2020 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY22 and FY23 under item number 80. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreement for the Olive Street Box Culvert Replacement Project.

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

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



# **LEGEND**

RIGHT-OF-WAY LINES TEMP. EASEMENT LINES TEMPORARY EASEMENT PERMANENT EASEMENT





# **OLIVE STREET BOX CULVERT REPLACEMENT ROW EXHIBIT**

**CITY OF CEDAR FALLS** JUNE 2020

CITY PROJECT NUMBER: BR-106-AECOM PROJECT NUMBER: 6062 665

Prepared by: ProSource Technologies, LLC., 225 2<sup>nd</sup> St. SE, Ste. 210, Cedar Rapids, Iowa 52401 (319) 289-0601 For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 2009 Olive Street, Cedar Falls, Iowa 50613
COUNTY TAX PARCEL NO. 8914-13-301-003 PARCEL NO. CF 102
PROJECT NO. BR-106-3215 PROJECT NAME: Olive Street Box Culvert Replacement
THIS AGREEMENT entered into this day of, 20, by and between XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Karen B. Mukai, Trustees of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014, Seller, and Dwayne Eilers II, Contract Buyer and the City of Cedar Falls,
owa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a permanent easement and temporary easement agreement(s), on forms furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows:

See Attached Permanent Easement Plat and Temporary Easement Plat.

and which include the following improvements of whatever type situated on the premises:

Replacement of Olive Street Box Culvert for Dry Run Creek.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a permanent easement agreement and temporary easement agreements, conveying an interest in the premises to the Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, conveying an interest in the premises to the seller, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

	Payment Amount	Agreed Performance	e Date
\$ \$		on right of possession on conveyance of title	-
\$ <u> </u>	¥	on surrender of possession	<del>-</del>
\$		on possession and	60 days after Buyer approval
\$	1 205 00	conveyance	

BREAKDOWN: ac. = acres sq. ft. = square feet

Land by Fee Title		sq. ft.	\$
Underlying Fee Title		sq. ft.	\$
Temporary Easement	878	sq. ft.	\$ 249.35
Permanent Easement	396	sq. ft.	\$ 702.90
Buildings		= 0	\$
Severance Damages			\$ 250.00

- 5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- 6. The Seller warrants that there are no tenants on the premises holding under lease except: NonE
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of Iowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: NoNE

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 9 pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by

Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Teru Mukai and Karen B. Mukai Revocable Tru	st Under Agreement Dated November 14, 2014, and
Dwayne Eilers, Contract Buyer	Karen B. Mukai, Trustee of the Teru Mukai and Karen B. Mukai Revocable Trust
Deceased	B. Mukar Revocable Trust
Teru Mukai, Trustee	Karen B. Mukai, Trustee
Duy of Even I	
Dwayne Eilers II, Contract Buyer	
For an acknowledgment in a representa	itive capacity:
State of	
County of BLACK HAWK	
This record was acknowledg	ed before me on 8-19-31 (Date)
by <u>Karen B. Mukai</u> Name(s) of individual(s) as	
as Trustee of the Teru Mu (type of authority, such as officer	kai and Karen B. Mukai Revocable Trust Under or trustee) Agreement Dated November 14, 2014
of (name of party on behalf of whor	m record was executed)
C	mredora was executedy.
Signature of notarial officer	
Stamp	ROBERTA K. SCHARES Commission Number 769061 My Commission Expires
Title of Office	

[My commission expires: 8-1-33]

For an acknowledgment in an individual capacity:
State of <u>Towa</u>
County of Black Hawk
This record was acknowledged before me on 8/19/21
(Date)
by Dwayne Eilers # Name
Signature of notarial officer
Stamp  TROY J KING Commission Number 796000 My Commission Expires May 5, 2022
Title of Office

Item 21.

# **BUYER'S APPROVAL**

By:				
Rob Green, Mayor	(date)			
By: Jacque Danielsen, CMC City Clerk	(date)			
MUNICIPALITIES ACKNOWLEDGM	IENT			
STATE OF IOWA, COUNTY OF BLA	ACK HAWK, ss:			
This instrument was acknowledged b Green, Mayor, and Jacque Danielse	efore me on the n, City Clerk, of	day of he City of Cedar Fall	, 20 ls, Iowa.	, by Rob
		Notary Public in ar	nd for the State of Io	
		i totary i abile ili ai	id for the State of to	ava

Notary Stamp Above

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

# PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

**OLIVE STREET BOX CULVERT** 

PROJECT PARCEL NO. CF 102

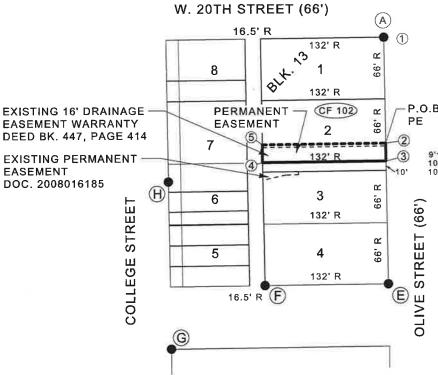
DEED HOLDER: KAREN B. MUKAI TRUST CONTRACT BUYER: DWAYNE EILERS

P.O. BOX 583

WATERLOO, IOWA 50704

PERMANENT EASEMENT - 2508 SQUARE FEET OR 0.06 ACRE OF WHICH 2112 SQUARE FEET OR 0.05 ACRE IS AN EXISTING 16.00-FOOT DRAINAGE EASEMENT PER WARRANTY DEED **BOOK 447, PAGE 414** 

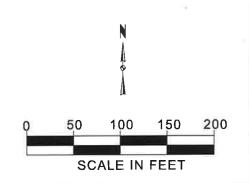
**Property Pins Found** Found 1" Pipe B Found Pin C Found Bent Rebar Found 1" Pipe E Found 1/2" Rebar with Orange Cap 17162 F Found PK Nail G Found 1" Pipe H Found PK Nail



™ 132' R	132' R		ت
2/t. 8		1	.99
132' R	132' R		
7 "	132' R	2	66' R
42' 132' R	132 K		
ш 6	132' R	3	66' R
© ROLOT 5 2 2 2 132' R	132' R	4	66' R

W. 21ST STREET (66')

BEARING - DISTANCE PARCEL CF 102									
1	то	2	S	00°	48'	45"	E	113.34'	
2	то	3	S	00°	48'	45"	Ε	19.00'	
3	то	4	S	89°	23'	42"	W	131.98'	132.00' RECORD
4	TO	5	N	00°	49'	16"	W	19.00'	
5	TO	2	N	89°	23'	42"	E	131.98'	





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

Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

MICHAEL R. FAGLE License number 8505 My license renewal date is December 31,2020

SHEET 1 OF 2

AECOM

Item 21.

### PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102
DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE FILERS

CONTRACT BUYER: DWAYNE EILERS P.O. BOX 583 WATERLOO, IOWA 50704

**DESCRIPTION: PERMANENT EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 113.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST ON THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 19.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°23′42″ WEST ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 131.98 FEET (132.00 FEET RECORD) TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49′16″ WEST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 19.00 FEET; THENCE NORTH 89°23′42″ EAST, 131.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 2508 SQUARE FEET OR 0.06 ACRE OF WHICH 2112 SQUARE FEET OR 0.05 ACRE IS AN EXISTING 16.00-FOOT DRAINAGE EASEMENT PER WARRANTY DEED BOOK 447, PAGE 414.



PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

# TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

**OLIVE STREET BOX CULVERT** 

PROJECT PARCEL NO. CF 102

DEED HOLDER: KAREN B. MUKAI TRUST

CONTRACT BUYER: DWAYNE EILERS P.O. BOX 583

WATERLOO, IOWA 50704

TEMPORARY EASEMENT - 878 SQUARE FEET OR 0.02 ACRE

Property Pins Found

A Found 1" Pipe

B Found Pin

C Found Bent Rebar

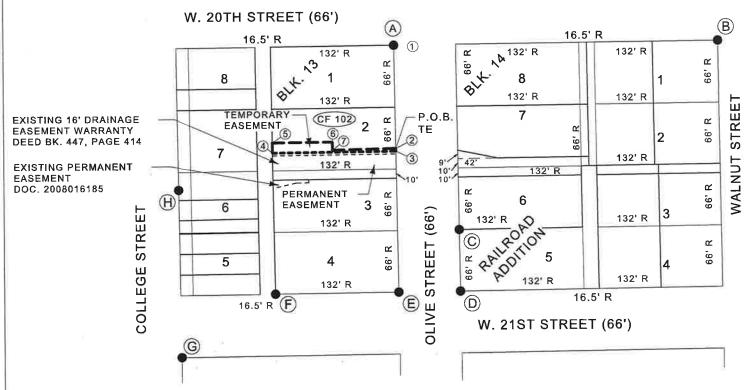
D Found 1" Pipe

E Found 1/2" Rebar with Orange Cap 17162

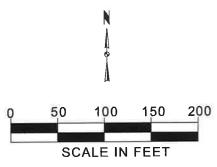
F Found PK Nail

G Found 1" Pipe

H Found PK Nail



	BEARING - DISTANCE F	PARCEL CF 102
1 TO 2	S 00° 48' 45" E	110.34'
2 TO 3	S 00° 48' 45" E	3.00'
3 TO 4	S 89° 23' 42" W	131.98'
4 TO 5	N 00° 49' 16" W	11.00'
5 TO 6	N 89° 23' 42" E	64.14'
6 TO 7	S 00° 36' 08" E	8.90'
7 TO 2	N 88° 38' 10" E	67.88'



R = RECORD DISTANCE



Item 21.

## TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102
DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE EILERS

P.O. BOX 583 WATERLOO, IOWA 50704

**DESCRIPTION: TEMPORARY EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 110.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST ON THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 3.00 FEET; THENCE SOUTH 89°23′42″ WEST; 131.98 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49′16″ WEST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET; THENCE NORTH 89°23′42″ EAST, 64.14 FEET; THENCE SOUTH 00°36′08″ EAST, 8.90 FEET; THENCE NORTH 88°38′10″ EAST, 67.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 878 SQUARE FEET OR 0.02 ACRE.



Prepared by: ProSource Technologies, LLC., 225 2nd ST SE, Ste. 210, Cedar Rapids, IA 52401

# OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Texnative and Karen B. Mukai, Trustees of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014, Dwayne Eilers II, Contract Buyer, owner(s) (hereinafter referred to as GRANTOR) of the following described property:

A Part of Lot 2 of Block 13 in Railroad Addition, in the City of Cedar Falls, County of Black Hawk, State of Iowa.

WHEREAS, the owner in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Easement Plat

which Easement and rights shall be binding upon the GRANTOR.

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Revocable Trust Under Agreer		Mukai and Karen B. Mukai 4, 2014, Dwayne Eilers II, Contract	
Buyer.	Karen B. Mukai, Trust Teru Mukai and Karen Revocable Trust Agree	-	
Deceased	Karen B. Mu	tu Duen & Ein II	
Teru Mukai, Trustee	Karen B. Mukai, Trustee		
For an acknowledgment i	in a representative capacit	ty:	
State of			
County of BLACK HAWK			
This record wa	as acknowledged before m	ne on <u>\$-19-&gt;1</u> (Date)	
by <u>Karen</u> B.			
Name(s) of ind	,		
		n B. Mukai Revocable Trust Under	
(type of authority,	such as officer or trustee)	Agreement Dated November 14, 201	.4
of	h. l. 16 6 1		
(name or party on	behalf of whom record wa	as executed).	
Signature of notar	rial officer	-	
Stamp		ROBERTA K. SCHARES Commission Number 769061 My Commission Expires	
Title of Office	J		
[My commission	on expires: <u>8-1-23</u>		

State of
County of Black Hawk
This record was acknowledged before me on 8/19/21 (Date)
by Dwayne Eilers II Name
Signature of notarial officer
Oignature of notalial officer
Stamp  TROY J KING Commission Number 796000 My Commission Expires May 5, 2022
Title of Office

For an acknowledgment in an individual capacity:

[My commission expires: May 5, 2022]

BUYER'S APPROVAL			
By:Rob Green, Mayor	(date)		
By:	(date)		
MUNICIPALITIES ACKNOWLEDGMEN	١T		
STATE OF IOWA, COUNTY OF BLACK	K HAWK, ss:		
This instrument was acknowledged be Rob Green, Mayor, and Jacque Daniels	fore me on the sen, City Clerk, o	day of f the City of Cedar Falls, Id	, 20, by
		Notary Public in and for the	he State of Iowa
My Commission Expires:			

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

# TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT

PROJECT PARCEL NO. CF 102 DEED HOLDER: KAREN B. MUKAI TRUST

CONTRACT BUYER: DWAYNE EILERS

P.O. BOX 583

WATERLOO, IOWA 50704

TEMPORARY EASEMENT - 878 SQUARE FEET OR 0.02 ACRE

Property Pins Found

A Found 1" Pipe

B Found Pin

C Found Bent Rebar

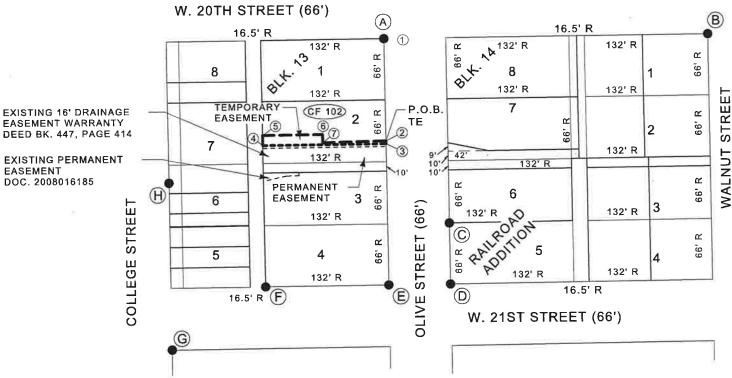
D Found 1" Pipe

E Found 1/2" Rebar with Orange Cap 17162

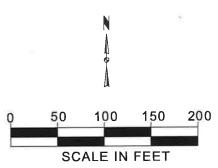
F Found PK Nail

G Found 1" Pipe

H Found PK Nail



	BEARING - DISTANCE I	PARCEL CF 102
1 TO 2	S 00° 48' 45" E	110.34'
2 TO 3	S 00° 48′ 45″ E	3.00'
3 TO 4	S 89° 23' 42" W	131.98'
4 TO 5	N 00° 49' 16" W	11.00'
5 TO 6	N 89° 23' 42" E	64.14'
6 TO 7	S 00° 36' 08" E	8.90'
7 TO 2	N 88° 38' 10" E	67.88'



R = RECORD DISTANCE



Item 21.

## TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102

DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE EILERS
P.O. BOX 583
WATERLOO, IOWA 50704

**DESCRIPTION: TEMPORARY EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 110.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST ON THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 3.00 FEET; THENCE SOUTH 89°23′42″ WEST; 131.98 FEET TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49′16″ WEST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 11.00 FEET; THENCE NORTH 89°23′42″ EAST, 64.14 FEET; THENCE SOUTH 00°36′08″ EAST, 8.90 FEET; THENCE NORTH 88°38′10″ EAST, 67.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 878 SQUARE FEET OR 0.02 ACRE.



Prepared by: ProSource Technologies, LLC., 225 2<sup>nd</sup> ST. SE, Ste. 210, Cedar Rapids, IA 52401 (319) 289-0601 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

### PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned Text Mukai and Karen B. Mukai, Trustees of the Teru Mukai and Karen B. Mukai Revocable Trust Under Agreement Dated November 14, 2014 and Dwayne Eilers II, Contract Buyer, (hereinafter "Grantors"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual utility easements over, under, and across the real estate legally described below, for purposes of construction, maintenance and repair of the Olive Street Box Culvert Project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

Said easement is granted over the following described real estate owned by Grantor, to-wit:

## SEE ATTACHED PERMANENT EASEMENT PLAT

This utility easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

Teru Mukai and Karen B. Mukai Under Agreement Dated Noven	i, Trustees of the Teru Mukai and nber 14, 2014, and Dwayne Eilers	Karen B. Mukai Revocable Trust II, Contract Buyer
Teru Mukai, Trustee	Karen B. Mukai, Trustee	Dwayne Eilers II, Contract Buyer
For an acknowledgment in	a representative capacity:	
State ofIOWA		
County ofBLACK_HAW	<u>K</u>	
Karen B. Mu	Agreement Dated November 14,	( <b>Date</b> ) ni and Karen B. Mukai Revocable
(type of authority, s	such as officer or trustee)	
of		
(name of party on b	pehalf of whom record was executed	d).
Signature of notaria	Sahawa	
Olghature of Hotana	ROBERTA K. SCHARES	
Stamp	Commission Number 769061 My Commission Expires	
[		

[My commission expires:

For an acknowledgment in an individual capacity:

State of \_\_\_\_\_\_

County of Black Hawk

This record was acknowledged before me on 8/19/21

by <u>Dwayne Eilers II</u> Name(s) of individual(s).

Signature of n

Stamp

TROY J KING
Commission Number 796000
My Commission Expires
May 5, 2022

Title of Office

[My commission expires: May 5, 2022]

The City of Cedar Falls, Iowa ("Grantee" Easement.	'), does hereby accept and approve the foregoing
Dated this day of	, 2021.
	CITY OF CEDAR FALLS, IOWA
	Rob Green, Mayor
ATTEST:	
Jacque Danielsen, City Clerk	
STATE OF IOWA ) ss.	
COUNTY OF BLACK HAWK )	
This instrument was acknowledged befo Green, Mayor, and Jacque Danielsen, City Clerk,	re me on, 20, by Rob of the City of Cedar Falls, Iowa.
	Notary Public in and for the State of Iowa
My Commission Expires:	

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

#### PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 102 DEED HOLDER: KAREN B. MUKAI TRUST CONTRACT BUYER: DWAYNE EILERS

> P.O. BOX 583 WATERLOO, IOWA 50704

PERMANENT EASEMENT - 2508 SQUARE FEET OR 0.06 ACRE OF WHICH 2112 SQUARE FEET OR 0.05 ACRE IS AN EXISTING 16.00-FOOT DRAINAGE EASEMENT PER WARRANTY DEED BOOK 447, PAGE 414

Property Pins Found

A Found 1" Pipe

B Found Pin

C Found Bent Rebar

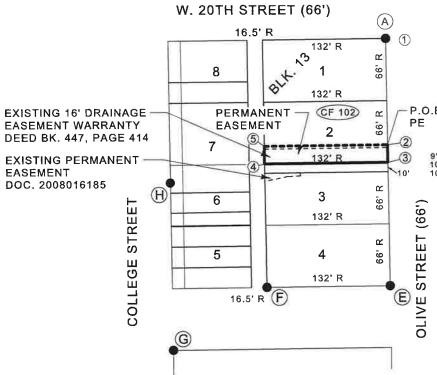
D Found 1" Pipe

E Found 1/2" Rebar with Orange Cap 17162

F Found PK Nail

G Found 1" Pipe

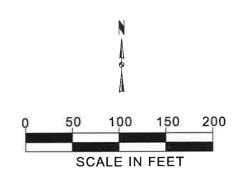
H Found PK Nail



5	16.5' I	R		(E
α 132' R 8 8 132' R		132' R	1	66' R
<b>♦</b> 132' R		132' R		
7	66' R	132' R	2	66' R
132' R				
<u>د</u> 6		132' R	3	96° R
© ROUT 5		422/ B	4	66' R
D 132' R	16.5	132' R		

W. 21ST STREET (66')

_	_	_							
	BEARING - DISTANCE PARCEL CF 102								
1	то	2	S	00°	48'	45"	Ε	113.34'	
2	то	3	S	00°	48'	45"	E	19.00'	
3	то	4	S	89°	23'	42"	W	131.98'	132.00' RECORD
4	ТО	5	N	00°	49'	16"	W	19.00'	
5	то	2	N	89°	23'	42"	E	131.98'	





R = RECORD DISTANCE

SHEET 1 OF 2



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

MICHAEL R. FAGLE

Date

License number 8505

My license renewal date is December 31,2020
Pages or sheets covered by this seal:
SHEETS 1 AND 2 OF 2

685

Item 21.

#### PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 102
DEED HOLDER: KAREN B. MUKAI TRUST
CONTRACT BUYER: DWAYNE EILERS

YER: DWAYNE EILERS P.O. BOX 583 WATERLOO, IOWA 50704

**DESCRIPTION: PERMANENT EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 2 OF BLOCK 13 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 13; THENCE SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF SAID LOTS 1 AND 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 113.34 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING SOUTH 00° (DEGREES) 48′ (MINUTES) 45″ (SECONDS) EAST ON THE EAST LINE OF SAID LOT 2, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF OLIVE STREET, 19.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 89°23′42″ WEST ON THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 131.98 FEET (132.00 FEET RECORD) TO THE WEST LINE OF SAID LOT 2; THENCE NORTH 00°49′16″ WEST ON THE WEST LINE OF SAID LOT 2, A DISTANCE OF 19.00 FEET; THENCE NORTH 89°23′42″ EAST, 131.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 2508 SQUARE FEET OR 0.06 ACRE OF WHICH 2112 SQUARE FEET OR 0.05 ACRE IS AN EXISTING 16.00-FOOT DRAINAGE EASEMENT PER WARRANTY DEED BOOK 447, PAGE 414.



Prepared by: ProSource Technologies, LLC., 225 2<sup>nd</sup> ST. SE, Ste. 210, Cedar Rapids, IA 52401 (319) 289-0601 Return to: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 243-2711

#### PERMANENT UTILITY EASEMENT AGREEMENT

The undersigned Oak Tree Properties, L.L.C., an Iowa limited liability company. (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and convey to the City of Cedar Falls, Iowa (hereinafter "Grantee"), its successors and assigns, perpetual utility easements over, under, and across the real estate legally described below, for purposes of construction, maintenance and repair of the Olive Street Box Culvert project, together with the right of ingress to and egress from the real estate described below, in order to perform all work and do all other things necessary or appropriate to exercise all rights granted to Grantee in this easement.

Said easement is granted over the following described real estate owned by Grantor, to-wit:

#### SEE ATTACHED PERMANENT EASEMENT PLAT

This utility easement shall be perpetual in nature, shall benefit and shall be binding upon Grantor and Grantee, and their respective heirs, personal representatives, successors and assigns, and shall constitute a covenant that runs with the Grantor's land.

Upon completion of any construction or maintenance work undertaken by Grantee upon the above-described real estate, the Grantee shall be required to replace or restore any and all damage to said real estate resulting from said construction or maintenance work as is reasonable under the circumstances.

OAK TREE PRO	OPERTIES, LLC., an Iowa limited liability coi	mpany:
M	rell	
Michael N. Klem	me, Owner/Managing Member	
For an acl	knowledgment in a representative capacity:	
	State of TOWA	
	County of Ply mouth	
	This record was acknowledged before me on	September 24, 2021 by
	Michael N. Klemme Michael N. Klemme as	(Date)
	Owner/Managing Member of Oak Tree Prope	rties, LLC.
	Signature of notarial officer	
	Stamp	JILLIAN KLEIN  Commission Number 803230  My Commission Expires  March 13, 2023

Title of Office

[My commission expires: 3-13-2023]

# **ACCEPTANCE OF EASEMENT**

The City of Cedar Falls, Iowa ("Grantee" Easement.	), does hereby accept and approve the foregoing
Dated this day of	, 2021.
	CITY OF CEDAR FALLS, IOWA
	Rob Green, Mayor
ATTEST:	
Jacque Danielsen, City Clerk	
STATE OF IOWA )	
COUNTY OF BLACK HAWK )	
This instrument was acknowledged before Green Mayor, and Jacque Danielsen, City Clerk, o	re me on, 20, by Rob of the City of Cedar Falls, Iowa.
	Notary Public in and for the State of Iowa
My Commission Expires:	

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

#### PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

**OLIVE STREET BOX CULVERT** 

PROJECT PARCEL NO. CF 103

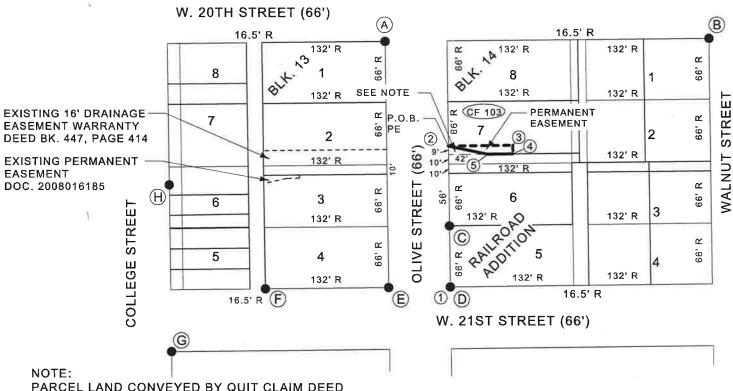
OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

PERMANENT EASEMENT - 432 SQUARE FEET OR 0.01 ACRE

Property Pins Found Found 1" Pipe B Found Pin C Found Bent Rebar D Found 1" Pipe Ε Found 1/2" Rebar with Orange Cap 17162 F Found PK Nail G Found 1" Pipe H Found PK Nail



PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

BEARING - DISTANCE PARCEL CF 103							
1 TO 2	N 00° 49' 06" W	151.31'	151.00' RECORD				
2 TO 3	N 89° 21' 13" E	68.98'					
3 TO 4	S 00° 48' 41" E	9.00'					
4 TO 5	S 89° 21' 13" W	26.97'					
5 TO 2	N 78° 33' 33" W	42.98'					

50 100 150 200 SCALE IN FEET



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

License number 8505

My license renewal date is December 31, 2020 Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

**AECOM** 

R = RECORD DISTANCE

SHEET 1 OF 2

#### PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA
OLIVE STREET BOX CULVERT
PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM
MARK CUNNINGHAM
2010 OLIVE STREET
CEDAR FALLS, IOWA
50613

**DESCRIPTION: PERMANENT EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49' (MINUTES) 06" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89°21'13" EAST, 68.98 FEET; THENCE SOUTH 00°48'41" EAST, 9.00 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7; THENCE SOUTH 89°21'13" WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7, A DISTANCE OF 26.97 FEET TO A POINT THAT IS 42.00 FEET WEST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 78°33'33" WEST ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, A DISTANCE OF 42.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 432 SQUARE FEET OR 0.01 ACRE.



Prepared by: ProSource Technologies, LLC., 225 2nd ST SE, Ste. 210, Cedar Rapids, IA 52401

# OWNER'S TEMPORARY GRADING EASEMENT FOR CONSTRUCTION

This instrument is made this 24 day of September, 2021, by Oak Tree Properties, L.L.C., an lowa limited liability company, owner (hereinafter referred to as GRANTOR) of the following described property:

A Part of Lot 7 of Block 14 in Railroad Addition, in the City of Cedar Falls, County of Black Hawk, State of Iowa.

WHEREAS, the owner in fee simple of the real property known and described as set out above is the GRANTOR, and

WHEREAS, the City of Cedar Falls (hereinafter referred to as GRANTEE) proposes to grade, shape and seed improvements upon a portion of the above real property owned by the GRANTOR, and

WHEREAS, the GRANTOR has agreed to grant to the GRANTEE, a Temporary Grading Easement for Construction for the purpose of grading, shaping and seeding, if applicable, upon a portion of the real property of the GRANTOR, for consideration of \$1.00 and other valuable consideration duly paid and acknowledged. It is agreed the temporary easement granted herein shall terminate upon completion of the Project and final acceptance of public improvements by the City Council.

THEREFORE, for the above consideration, the GRANTOR hereby grants unto the GRANTEE the Easement and rights described below:

See Attached Temporary Easement Plat,

which Easement and rights shall be binding upon the GRANTOR.

GRANTEE agrees to restore the easement area in a timely manner including, but not limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, upon completion of the construction or repairs.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

OAK TREE PROPERTIES, LLC., an Iowa limited liability company:

Michael N. Klemme, Owner/Managing Member

For an acknowledgment in a representative capacity:

State of IWQ

County of Plymouth

This record was acknowledged before me on September 24, 3021

(Date)

JILLIAN KLEIN

Commission Number 803230 My Commission Expires

Michael N. Klemme Michael N. Klemme as

Owner/Managing Member of Oak Tree Properties, LLC.

Signature of notarial officer

Stamp

Title of Office

[My commission expires: 3-13-2023 ]

BU	YER'S APPROVAL				
Ву:					
	Rob Green, Mayor	(date)			
Ву:	Jacque Danielsen City Clerk	(date)			
MU	NICIPALITIES ACKNOWLEDGI	MENT			
STA	ATE OF IOWA, COUNTY OF BL	ACK HAWK, ss:			
Thi: Rol	s instrument was acknowledged o Green, Mayor, and Jacque Dar	before me on th nielsen City Clerk,	e day of of the City of Cedar Falls, Iowa.	_, 20	_, by
			Notary Public in and for the State of	of Iowa	
Му	Commission Expires:				

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

# TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

TEMPORARY EASEMENT - 694 SQUARE FEET OR 0.02 ACRE

Property Pins Found

A Found 1" Pipe

B Found Pin

C Found Bent Rebar

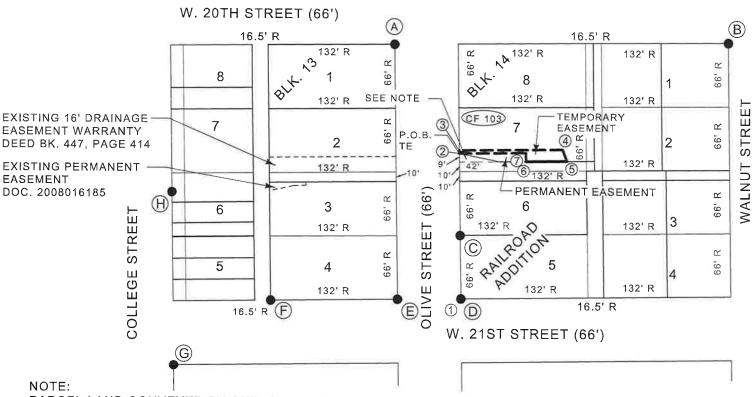
D Found 1" Pipe

E Found 1/2" Rebar with Orange Cap 17162

F Found PK Nail

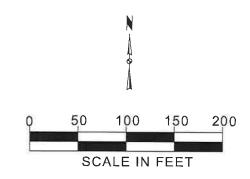
G Found 1" Pipe

H Found PK Nail



PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

	BEARING - DISTANCE PARCEL CF 103								
1	TO	2	N	00°	49'	06"	W	151.31'	151.00' RECORD
2	TO	3	N	00°	49'	06"	W	3.00'	
3	TO	4	N	89°	21'	13"	E	107.32'	
4	TO	5	S	20°	45'	25"	E	12.79'	
5	TO	6	S	89°	21'	13"	W	42.71'	
6	TO	7	N	00°	48'	41"	W	9.00'	
7	то	2	S	89°	21'	13"	W	68.98'	





R = RECORD DISTANCE

Item 21.

# TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

**DESCRIPTION: TEMPORARY EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49′ (MINUTES) 06″ (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°49′06″ WEST ON THE WEST LINE OF LOT 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 3.00 FEET; THENCE NORTH 89°21′13″ EAST, 107.32 FEET; THENCE SOUTH 20°45′25″ EAST, 12.79 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF LOT 7 OF SAID BLOCK 14, A DISTANCE OF 42.71 FEET; THENCE NORTH 00°48′41″ WEST, 9.00 FEET; THENCE SOUTH 89°21′13″ WEST, 68.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 694 SQUARE FEET OR 0.02 ACRE.



Prepared by: ProSource Technologies, LLC., 225 2<sup>nd</sup> St. SE, Ste. 210, Cedar Rapids, Iowa 52401 (319) 289-0601 For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

PROPERTY ADDRESS: 2010 Olive Street, Cedar Falls, Iowa 50613
COUNTY TAX PARCEL NO. 8914-13-302-009 PARCEL NO. CF 103
PROJECT NO. BR-106-3215 PROJECT NAME: Olive Street Box Culvert Replacement
THIS AGREEMENT entered into this \_\_\_\_\_\_\_ day of September\_, 2021, by and between Oak Tree Properties, L.L.C., an Iowa limited liability company, Seller, and the City of Cedar Falls, Iowa, Buyer.

1. The Seller agrees to sell and furnish to the Buyer a permanent easement and temporary easement agreement(s), on form(s) furnished by the Buyer, and the Buyer agrees to purchase the following real estate, or interest in real estate, hereinafter referred to as the premises, described as follows:

See Attached Permanent Easement Plat and Temporary Easement Plat,

and which include the following improvements of whatever type situated on the premises:

Replacement of Olive Street Box Culvert for Dry Run Creek.

- 2. The premises include the estates, rights, titles and interests, including easements, as are described herein. Seller consents to any change of grade of the street or highway which is adjacent to the premises, and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.
- 3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises in accordance with the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. When Buyer has paid Seller the payment amount described in the following paragraph, and when Seller has executed and delivered a permanent easement agreement and a temporary easement agreement, conveying an interest in the premises to Seller, as described in this agreement, Buyer shall then be entitled to immediate possession of the premises.
- 4. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey an interest in title, as provided in this agreement, and to surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date
\$	on right of possession	
\$	on conveyance of title	·
\$	on surrender of possession	
\$	on possession and	60 days after Buyer approval
\$ <u>1,100.00</u>	conveyance TOTAL LUMP SUM	

BREAKDOWN: ac. = acres sq. ft. = square feet

- 5. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by Buyer. The Temporary Construction Easement shall terminate upon completion of the project.
- The Seller warrants that there are no tenants on the premises holding under lease except: <u>Mark Cunningham</u>
- 7. This agreement shall apply to and bind the legal successors in interest of the Seller, and the SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by Section 427.2 of the Code of lowa, and agrees to warrant good and sufficient title.

Names and address of lienholders are: NONE

- 8. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of <u>8</u> pages.
- 9. The Buyer may include mortgagees, lien holders, encumbrances and taxing authorities as payees on warrants as payment on the agreement. If this agreement involves a total taking, SELLER WILL furnish and deliver to the City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613, an abstract of title to be updated, if requested by City. The abstract continued to date, or a title report obtained by the City if this agreement does not involve a total taking, must show merchantable title to the premises vested in Seller. Buyer agrees to pay the cost of any abstract continuation. SELLER AGREES to obtain court approval of this agreement, if requested by the Buyer, if title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, but not attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed bills.
- 10. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 11. This written agreement and the attachments together constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein. This agreement is subject to the approval of the Cedar Falls City Council.
- 12. The Seller shall have five years from the date of settlement to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by

Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

OAK TREE PROPERTIES, LLC., an Iowa limited liability company:

For an acknowledgment in a representative capacity:

State of Two

County of Plymouth

This record was acknowledged before me on September 24, 2021 (Date)

Michael N. Klemme

Michael N. Klemme as

Owner/Managing Member of Oak Tree Properties, LLC.

Stamp

Title of Office

[My commission expires: 3-13-2033]

BUYER'S APPROVAL			
By: Rob Green, Mayor	(date)		
By: Jacque Danielsen, CMC City Clerk	(date)		
MUNICIPALITIES ACKNOWLEDGMENT			
STATE OF IOWA, COUNTY OF BLACK H	łAWK, ss:		
This instrument was acknowledged before Green, Mayor, and Jacque Danielsen, City	me on the _ / Clerk, of th	day of ne City of Cedar Falls, lowa	, 20, by Rob
		Notary Public in and for the S	State of Iowa
Notary Stamp Above			

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

## PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT

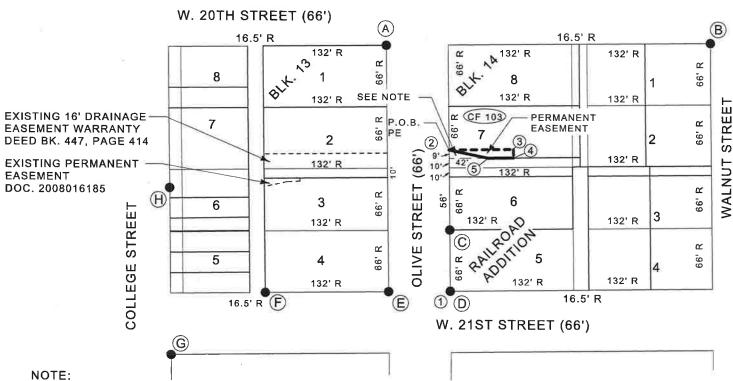
PROJECT PARCEL NO. CF 103 OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

PERMANENT EASEMENT - 432 SQUARE FEET OR 0.01 ACRE

	Property Pins Found					
Α	Found 1" Pipe					
В	Found Pin					
С	Found Bent Rebar					
D	Found 1" Pipe					
Ε	Found 1/2" Rebar with Orange Cap 17162					
F	Found PK Nail					
G	Found 1" Pipe					
Н	Found PK Nail					



PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

BEARING - DISTANCE PARCEL CF 103							
1 TO 2	N 00° 49' 06" W	151.31'	151.00' RECORD				
2 TO 3	N 89° 21' 13" E	68.98'					
3 TO 4	S 00° 48' 41" E	9.00'					
4 TO 5	S 89° 21' 13" W	26.97'					
5 TO 2	N 78° 33' 33" W	42.98'					

0 50 100 150 200 SCALE IN FEET



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

MICHAEL R. FAGLE
License number 8505
My license renewal date is December 3
Pages or sheets covered by this seal:
SHEETS 1 AND 2 OF 2

**AECOM** 

R = RECORD DISTANCE

SHEET 1 OF 2

# PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA OLIVE STREET BOX CULVERT

PROJECT PARCEL NO. CF 103
OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM
MARK CUNNINGHAM
2010 OLIVE STREET

CEDAR FALLS, IOWA 50613

**DESCRIPTION: PERMANENT EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49′ (MINUTES) 06″ (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89°21′13″ EAST, 68.98 FEET; THENCE SOUTH 00°48′41″ EAST, 9.00 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7; THENCE SOUTH 89°21′13″ WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7, A DISTANCE OF 26.97 FEET TO A POINT THAT IS 42.00 FEET WEST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 78°33′33″ WEST ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, A DISTANCE OF 42.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 432 SQUARE FEET OR 0.01 ACRE.



PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

#### TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT

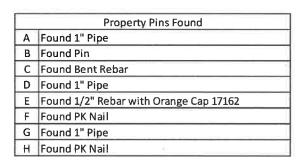
PROJECT PARCEL NO. CF 103

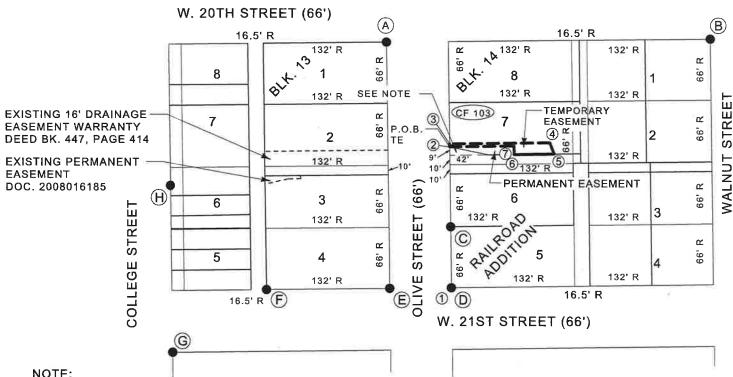
OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

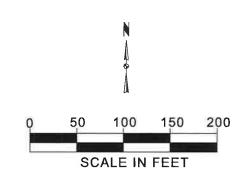
TEMPORARY EASEMENT - 694 SQUARE FEET OR 0.02 ACRE





PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

		_	Dr	A DIA	16 [	NCT	NICE	DARCEL CE 10	12	
	BEARING - DISTANCE PARCEL CF 103									
1	TO	2	N	00°	49'	06"	W	151.31'	151.00' RECORD	
2	TO	3	N	00°	49'	06"	W	3.00'		
3	TO	4	N	89°	21'	13"	Е	107.32'		
4	TO	5	S	20°	45'	25"	Е	12.79'		
5	TO	6	S	89°	21'	13"	W	42.71'		
6	TO	7	N	00°	48'	41"	W	9.00'		
7	TO	2	S	89°	21'	13"	W	68.98'		





R = RECORD DISTANCE

SHEETS 1 AND 2 OF 2

## TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

**DESCRIPTION: TEMPORARY EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49' (MINUTES) 06" (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUING NORTH 00°49'06" WEST ON THE WEST LINE OF LOT 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 3.00 FEET; THENCE NORTH 89°21'13" EAST, 107.32 FEET; THENCE SOUTH 20°45'25" EAST, 12.79 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF LOT 7 OF SAID BLOCK 14; THENCE SOUTH 89°21'13" WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF LOT 7 OF SAID BLOCK 14, A DISTANCE OF 42.71 FEET; THENCE NORTH 00°48'41" WEST, 9.00 FEET; THENCE SOUTH 89°21'13" WEST, 68.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 694 SQUARE FEET OR 0.02 ACRE.



Prepared by: ProSource Technologies, LLC., 225 2nd St. SE, Ste. 210, Cedar Rapids, Iowa 52401 (319) 289-0601 For: City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613

#### CITY OF CEDAR FALLS **TENANT PURCHASE AGREEMENT**

Property Address: 2010 Olive Street, Cedar Falls, Iowa 50613

County Tax Parcel No. 8914-13-302-009

Parcel Number CF 103 Project Name: Olive Street Box Culvert Replacement

Project Number BR-106-3215

THIS AGREEMENT entered into this	day of	, 20	, by and between Seller and the City o
Cedar Falls, Iowa, Buyer.		ži —	

1. Buyer agrees to buy and Seller hereby conveys Seller's leasehold interest in the following real estate, hereinafter referred to as the premises:

See Attached Temporary and Permanent Easement Area(s)

and more particularly described on pages 4 and 6 and all improvements of whatever type situated on the premises.

The Premises also includes all of the Seller's estates, rights, title and interests in any leaseholds, including 2. easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.

Seller is tenant on the property of the following owner: Oak Tree Properties, LLC., an Iowa limited liability company.

- In consideration of Seller's conveyance of Seller's leasehold interest in the premises to Buyer, Buyer agrees to pay to Seller the sum of One Hundred Dollars (\$100.00). Seller agrees to surrender physical possession of the premises effective upon commencement of construction activity. Seller also agrees to execute a Temporary Grading Easement for Construction, a copy of which is attached hereto.
- Seller grants to the City a Temporary and Permanent Easement as shown on the attached temporary and permanent easement area Plat. Any Temporary Construction Easement shall terminate upon completion of the project.
- Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the premises per the terms of this agreement. Seller grants Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data.
- 6. This agreement shall apply to and bind the legal successors in interest of the Seller.
- 7. Any portion of the premises served by the above project shall be graded, shaped and seeded, if applicable, upon completion of the project by the Buyer.
- 8. This written agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, 9. solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage Page 1 of 3

tank on the premises, except: NONE.

10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

Mark Cunningham, Tenant

1. For an acknowledgment in an individual capacity:

State of \_\_\_\_\_\_\_

County of Black Hawk

This record was acknowledged before me on <u>September 28, 2021</u>

\_(Date) by \_\_\_\_\_

Mark Cunningham Name(s) of individual(s).

Signature of notarial officer

Stamp



Title of Office

[My commission expires: May 5, 2022

Item 21.

BUYER'S APPROVAL	
By: Rob Green, Mayor (date)	
By:	
MUNICIPALITIES ACKNOWLEDGMENT	
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:	
This instrument was acknowledged before me on theMayor, and Jacque Danielsen, CMC, City Clerk, of the C	
My Commission Expires:	Notary Public in and for the State of Iowa

PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE WATERLOO, IOWA, 50703, 319-232-6531 501 SYCAMORE STREET, SUITE 222,

# PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

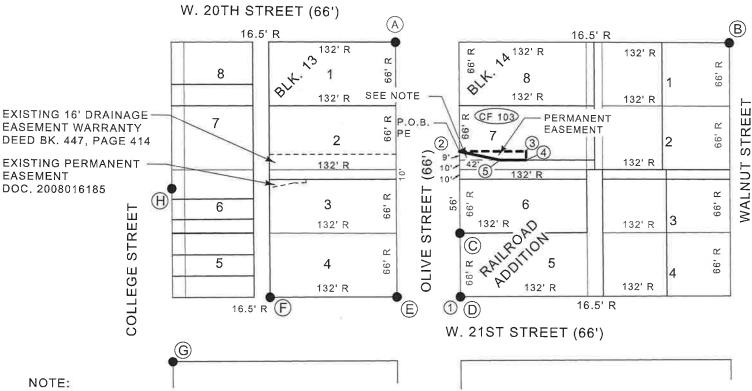
OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

PERMANENT EASEMENT - 432 SQUARE FEET OR 0.01 ACRE

**Property Pins Found** A Found 1" Pipe В Found Pin Found Bent Rebar D Found 1" Pipe E Found 1/2" Rebar with Orange Cap 17162 F Found PK Nail G Found 1" Pipe H Found PK Nail



PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

			BE	:ARIN	1G - [	DISTA	ANCE	PARCEL CF 10	3
1	TO	2	N	00°	49'	06"	W	151.31'	151.00' RECORD
2	TO	3	N	89°	21'	13"	Е	68.98'	
3	TO	4	S	00°	48'	41"	Е	9.00'	
4	TO	5	S	89°	21'	13"	W	26.97'	
5	TO	2	N	78°	33'	33"	W	42.98'	

50 100 150 200 SCALE IN FEET



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

MICHAEL R. FAGLE

License number 8505

My license renewal date is December 31,Pages or sheets covered by this seal: SHEETS 1 AND 2 OF 2

708

SHEET 1 OF 2

R = RECORD DISTANCE

**AECOM** 

#### Item 21.

PERMANENT EASEMENT PLAT

PERMANENT EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

**DESCRIPTION: PERMANENT EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 5 OF SAID BLOCK 14; THENCE NORTH 00° (DEGREES) 49′ (MINUTES) 06″ (SECONDS) WEST (ASSUMED BEARING FOR THE PURPOSE OF THIS DESCRIPTION) ON THE EAST LINE OF LOTS 5, 6 AND 7 OF SAID BLOCK 14, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF OLIVE STREET, 151.31 FEET (151.00 FEET RECORD) TO THE NORTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89°21′13″ EAST, 68.98 FEET; THENCE SOUTH 00°48′41″ EAST, 9.00 FEET TO THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7; THENCE SOUTH 89°21′13″ WEST ON THE NORTH LINE OF THE SOUTH 10.00 FEET OF SAID LOT 7, A DISTANCE OF 26.97 FEET TO A POINT THAT IS 42.00 FEET WEST OF THE WEST LINE OF SAID LOT 7; THENCE NORTH 78°33′33″ WEST ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301, A DISTANCE OF 42.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 432 SQUARE FEET OR 0.01 ACRE.



PREPARED BY: MICHAEL R. FAGLE, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

# TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

TEMPORARY EASEMENT - 694 SQUARE FEET OR 0.02 ACRE

Property Pins Found

A Found 1" Pipe

B Found Pin

C Found Bent Rebar

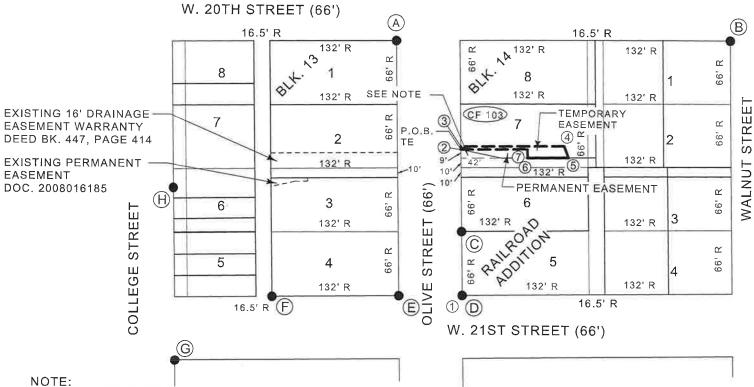
D Found 1" Pipe

E Found 1/2" Rebar with Orange Cap 17162

F Found PK Nail

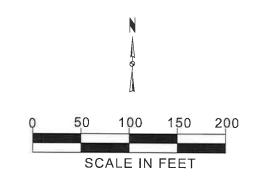
G Found 1" Pipe

H Found PK Nail



PARCEL LAND CONVEYED BY QUIT CLAIM DEED AND RECORDED IN THE OFFICE OF THE BLACK HAWK COUNTY RECORDER IN BOOK 350, PAGE 301

			ВЕ	ARIN	اG - [	DISTA	ANCE	PARCEL CF 10	)3
1	TO	2	N	00°	49'	06"	W	151.31'	151.00' RECORD
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4	TO	5	S	20°	45'	25"	Ε	12.79'	
5	TO	6	S	89°	21'	13"	W	42.71'	
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7	TO	2	S	89°	21'	13"	W	68.98'	







Item 21.

# TEMPORARY EASEMENT PLAT

TEMPORARY EASEMENT IN THE NAME OF THE CITY OF CEDAR FALLS, IOWA

OLIVE STREET BOX CULVERT PROJECT PARCEL NO. CF 103

OWNER: MARK CUNNINGHAM AND EUGENE CUNNINGHAM

MARK CUNNINGHAM 2010 OLIVE STREET CEDAR FALLS, IOWA

50613

**DESCRIPTION: TEMPORARY EASEMENT** 

A PARCEL OF LAND SITUATED IN PART OF LOT 7 OF BLOCK 14 IN RAILROAD ADDITION, IN THE CITY OF CEDAR FALLS, COUNTY OF BLACK HAWK, STATE OF IOWA, DESCRIBED AS FOLLOWS:

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CONTAINING 694 SQUARE FEET OR 0.02 ACRE.





#### **DEPARTMENT OF PUBLIC WORKS**

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

**MEMORANDUM** 

**Engineering Division** 

**TO:** Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

**DATE:** March 1, 2022

**SUBJECT:** West 27<sup>th</sup> Street Reconstruction Project

City Project Number: RC-000-3240

Property Acquisitions & Temporary Easements

The City of Cedar Falls is planning the reconstruction of W. 27<sup>th</sup> Street west of Hudson Road to the west end of the new Cedar Falls High School. The proposed roadway reconstruction is planned to be constructed starting in FY 2022. The project will include improvements to the water main, storm sewer, sidewalks, and other miscellaneous roadway items. Also included as part of the project, is the construction of three (3) new roundabouts at the intersections of Greenhill Road and the two drive entrances to the school. The project will require the acquisition of temporary and permanent easements from nine (9) properties to complete construction. The owners of the following properties have accepted our offer:

Parcel No.	Owner	Address/Parcel ID	Acquisition Type
01	The Rasmusson Co.	9814-22-201-007	Fee Title
			Temporary Easement
08	Tailwind Cedar Falls, LLC	8914-23-101-027	Fee Title
			Temporary Easement

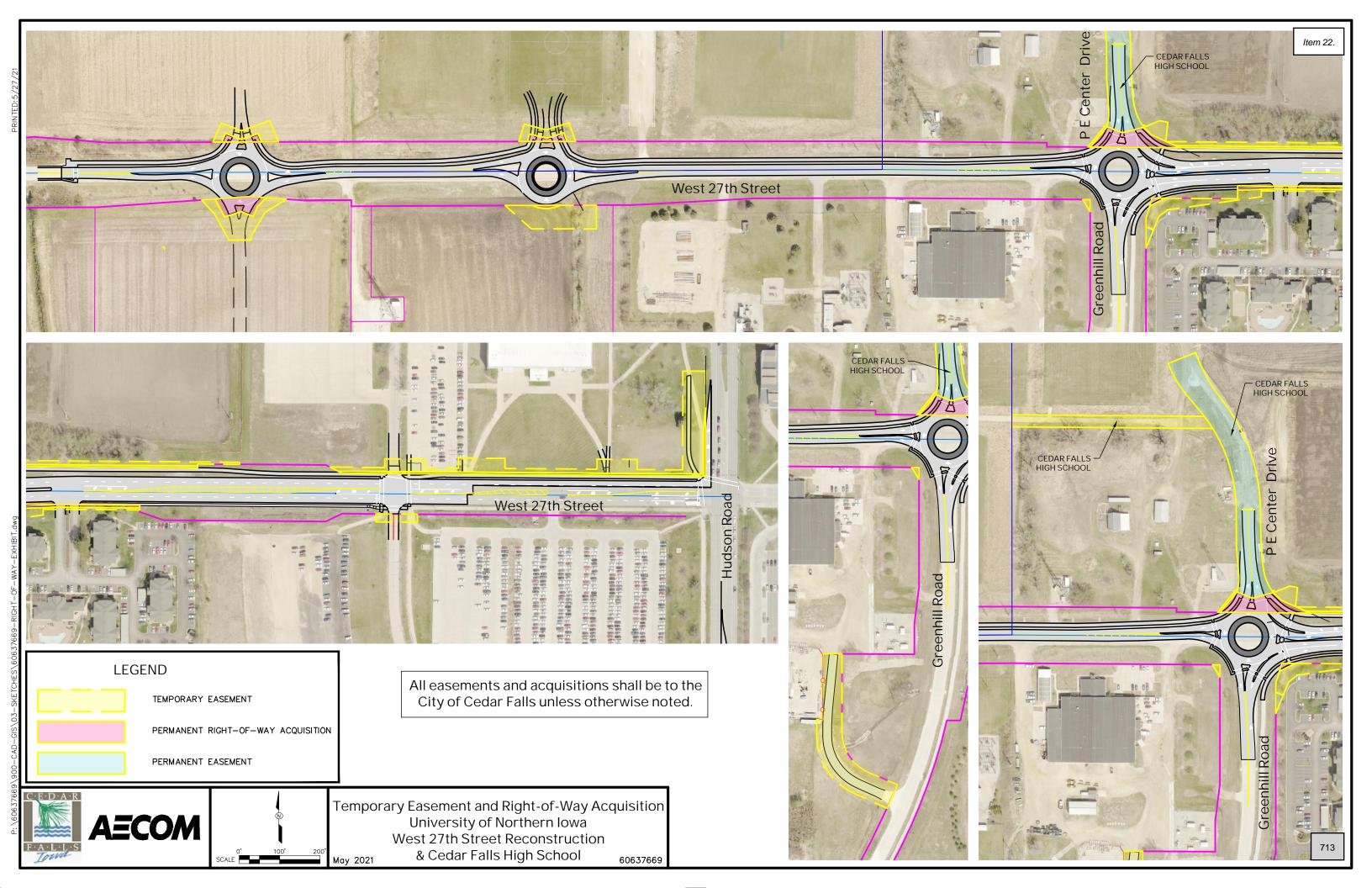
Attached is a map that identifies the location of these properties.

The City will use Street Construction Funds for the design and right-of-way portion of this project. The City entered into a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, on July 6<sup>th</sup>, 2020 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY21, FY22 and FY23 under item number 138. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

The Engineering Division of the Public Works Department recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreement for the W. 27<sup>th</sup> Street Reconstruction Project.

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

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



# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parce!	rty Address:   Number:  ct Number:	Part of N 01 RC-000-3				x Parcel No: <u>8914-22</u> Street Road Recons	
					n this day o of Cedar Falls, lo		, 20,
1,	Buyer hereby estate, herein	agrees to after refer	buy and Seller red to as the "P	hereby agrees remises":	s to convey Seller'	s interests in the followin	ig real
					sition Plat (Exhibit ement Plat (Exhibi		
	together with purposes thro	all improve ough an ex	ements of whate ercise of the po	ever type situa wer of eminen	ted on the Premis t domain.	es. This acquisition is fo	or public
2.	including any roadway and acknowledges Agreement ar construction of	easement accepts pass full settle ad dischargof the publicant of Selle	s as are descrit ayment under the ment and paym ges Buyer from c improvement	ped herein. Se nis Agreement nent from Buye any and all lial project identifi	eller consents to a for any and all da er for all claims acc bility arising out of ied above ("Projec	and interests in the Prem ny change of grade of th mages arising therefrom cording to the terms of the f this Agreement and the tt").	ne adjacent n. Seller nis
	Payment	·	Agree	ed Performance	e	Date	
	\$		on rig	ht of possession	on		
	\$		on co	nveyance of tit	:le		
	\$ 005.00			rrender of poss		CO d	
	\$5,995.00		on po	ssession and c	conveyance	60 days after Buyer a	oprovai
	\$5,995.00		TOTAL	L LUMP SUM			
	BREAKDOWI Land by Fee Tunderlying Fe Temporary Ea Permanent Ea Buildings Severance Da Total	Title ee Title asement asement	cres sq. ft. : 4,613 n/a 7,622 n/a	= square feet sq. ft. sq. ft. sq. ft. sq. ft.	\$5,305.00 \$ \$ 690.00 \$ \$ \$ \$ \$5,995.00		

4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached acquisition plat and/or temporary easement plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

Page 1 of 7

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns, representatives and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

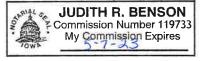
SELLER: The Rasmusson Co.

X The f By: Jon K Title: Pun	Sasmuna Co. usmusson Date lelet 1-17.77	X By: Title:		Date
	State of 10 WA  County of BLACK HAWK			
	This record was acknowledged before Donald R Pasmussmas	e me on the 17 da	ay of <u>January</u> of <u>he has mu</u>	, 2027. by usson longung
0	10			

Signature of notarial officer

feleth K some

Commission Expires

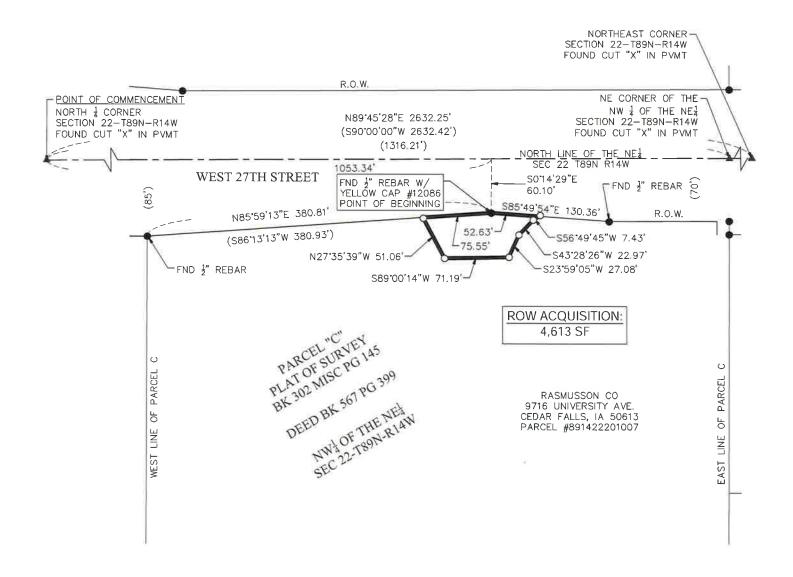


Page 2 of 7

CITY OF CEDAR FALLS, IOWA (BUYER)			
By: Robert M Green, Mayor			
ATTEST:			
By:			
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:			
This instrument was acknowledged before me on the _ Green, Mayor, and Jacqueline Danielsen, MMC, City Cle	day oferk, of the City of Cedar Falls, Iowa.	20, by Robert	Μ,
My Commission Expires:	Notary Public in and for the State of I	owa	

	INDEX LEGEND
LOCATION:	PART OF PARCEL "C" IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 22-T89N-R14W
REQUESTOR:	THE CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RASMUSSON CO.
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY: RESPOND TO:	AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER®AECOM.COM

# RIGHT OF WAY ACQUISITION W. 27th STREET RECONSTRUCTION PROJECT (RC-000-3240) PART OF PARCEL "C" IN THE NW \$\frac{1}{4}\$ OF THE NE \$\frac{1}{4}\$ OF SECTION 22-T89N-R14W CEDAR FALLS, BLACK HAWK COUNTY, IOWA

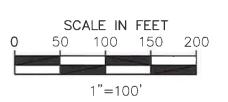


#### LEGEND:

(S90'00'00"W 2632.42')

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- GOVERNMENT CORNER MONUMENT FOUND GOVERNMENT CORNER MONUMENT SET AS NOTED N89'45'28"E 2632.25'

MEASURED BEARING & DIMENSION RECORD BEARING & DIMENSION





1/31/2022

PREPARED BY: AARON L MUELLER, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

DESCRIPTION:

PART OF PARCEL "C" (MISC BK 302 PG 145-147) IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 22; THENCE NORTH 89'45'28" EAST, 1053.34 FEET; THENCE SOUTH 00'14'29" EAST, 60.10 FEET TO THE SOUTH RIGHT—OF—WAY OF WEST 27TH STREET, THE POINT OF BEGINNING; THENCE SOUTH 85'49'54" EAST ALONG SAID SOUTH RIGHT—OF—WAY, 52.63 FEET; THENCE SOUTH 56'49'45" WEST, 7.43 FEET; THENCE SOUTH 43'28'26" WEST, 22.97 FEET; THENCE SOUTH 23'59'05" WEST, 27.08 FEET; THENCE SOUTH 89'00'14" WEST, 71.19 FEET; THENCE NORTH 27'35'39" WEST, 51.06 TO THE SAID SOUTH RIGHT—OF—WAY; THENCE NORTH 85'59'13" EAST ALONG SAID SOUTH RIGHT—OF—WAY, 75.55 FEET, TO THE POINT OF BEGINNING.

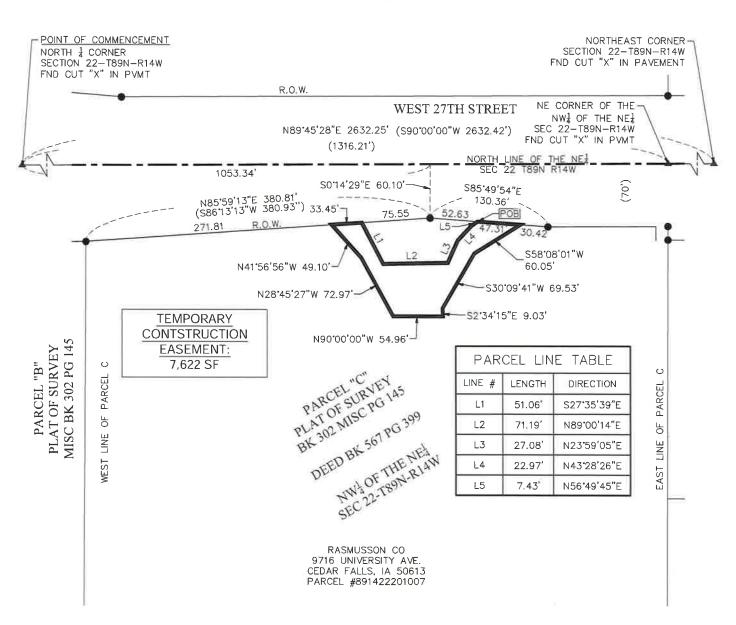
THIS PARCEL CONTAINS 4,613 SQUARE FEET

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 22 BEARING NORTH 89\*45'28\*\* EAST.



	INDEX LEGEND
LOCATION:	PART OF PARCEL "C" IN THE NW NE OF SECTION 22-T89N-R14W
GRANTOR:	RASMUSSON CO.
GRANTEE:	THE CITY OF CEDAR FALLS, IOWA
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY: RESPOND TO:	AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

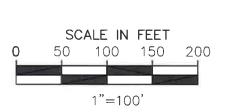
# TEMPORARY CONSTRUCTION EASEMENT W. 27th STREET RECONSTRUCTION PROJECT (RC-000-3240) PART OF PARCEL "C" IN THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 22-T89N-R14W CEDAR FALLS, BLACK HAWK COUNTY, IOWA



#### LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- O SET 1/2" x 24" REBAR W/YELLOW PLASTIC CAP #21428
- GOVERNMENT CORNER MONUMENT FOUND
- A GOVERNMENT CORNER MONUMENT SET AS NOTED

N89'45"31'E 1316.00' MEASURED BEARING & DIMENSION (N00'25"20'E 1316.21') RECORD BEARING & DIMENSION





document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the loss the State of lowa.

1/31/2022

ARRON L MUELLER Date
License number 21428
My license renewal date is December 31, 2022
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

I hereby certify that this Land Surveying



PREPARED BY: AARON L. MUELLER, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

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TEMPORARY EASEMENT CONTAINS 7,622 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH LINE NORTHEAST QUARTER OF SAID SECTION 22, BEARING NORTH 89'45'28.



# TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Cons	struction Easement	: Agreement ("Agree	ment") is made this
day of	, 20, by <u>The</u>	Rasmusson Co. ("	Grantor"), and City of
Cedar Falls, a municipality of	organized under the	laws of the State c	f Iowa ("Grantee"). In
consideration of the sum of	one dollar (\$1.00),	and other valuable	consideration, the
receipt of which is hereby ac	cknowledged, Gran	tor hereby sells, gra	ints and conveys unto
Grantee a temporary easem	nent under, through	, and across the foll	owing described real
estate which is owned by Gr	_		· ·

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions.</u> Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement

1

Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. Grantor's Use. The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twelve (12) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor: The Rasmusson Co.

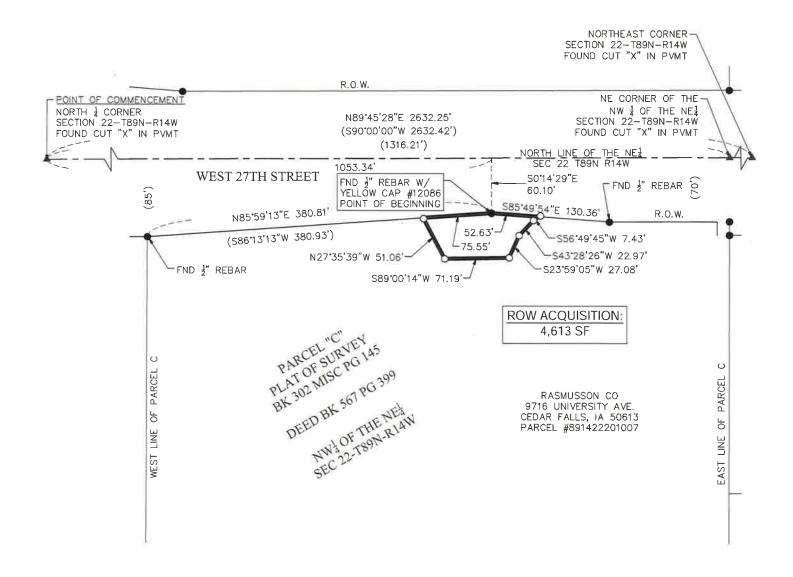
X Frekarmuno lo By: Lon Karmuna Date Title: Jusulus 117-22	X By: Date Title:
State of 10WA )  County of BLACK HAWK )	
This record was acknowledged before me a 2000, by DONALD R KOSMUSSON THE RASMUSSON CONJULY	on the 17 day of January, as <u>Fresident</u> of
JUDITH R. BENSON Commission Number 119733 My Commission Expires	Signature of notarial officer  Stamp  Notwy Public  Title of Office
	[My commission expires: 5-1-33

# ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee foregoing Temporary Construction Easement	e"), does hereby accept and approve the Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Robert M. Green, Mayor
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
State of)	
County of)	
This instrument was acknowledged bef	
20, by Robert M. Green, Mayor, and Jacque City of Cedar Falls, Iowa.	eline Danielsen, MMC, City Clerk, of the
	Notary Public in and for the State of Iowa
My Commission Expires:	

	INDEX LEGEND
LOCATION:	PART OF PARCEL "C" IN THE NW NE OF SECTION 22-T89N-R14W
REQUESTOR:	THE CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	RASMUSSON CO.
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY: RESPOND TO:	AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-874-6587 AARON.MUELLER@AECOM.COM

# RIGHT OF WAY ACQUISITION W. 27th STREET RECONSTRUCTION PROJECT (RC-000-3240) PART OF PARCEL "C" IN THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 22-T89N-R14W CEDAR FALLS, BLACK HAWK COUNTY, IOWA



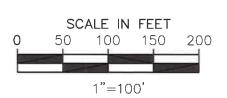
# LEGEND:

(S90'00'00"W 2632.42')

- PARCEL OR LOT CORNER MONUMENT FOUND
- O SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- GOVERNMENT CORNER MONUMENT FOUND
  GOVERNMENT CORNER MONUMENT SET AS NOTED

  N89'45'28"E 2632.25' MEASURED BEARING & DIMENSION

MEASURED BEARING & DIMENSION RECORD BEARING & DIMENSION





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

1/31/24

ARON L MUELLER Date
License number 21428

My license renewal date is December 31, 20

Pages or sheets covered by this seal: SHEET 1 OF 2 & SHEET 2 OF 2

AECOM

PREPARED BY: AARON L MUELLER, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

DESCRIPTION:

PART OF PARCEL "C" (MISC BK 302 PG 145-147) IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

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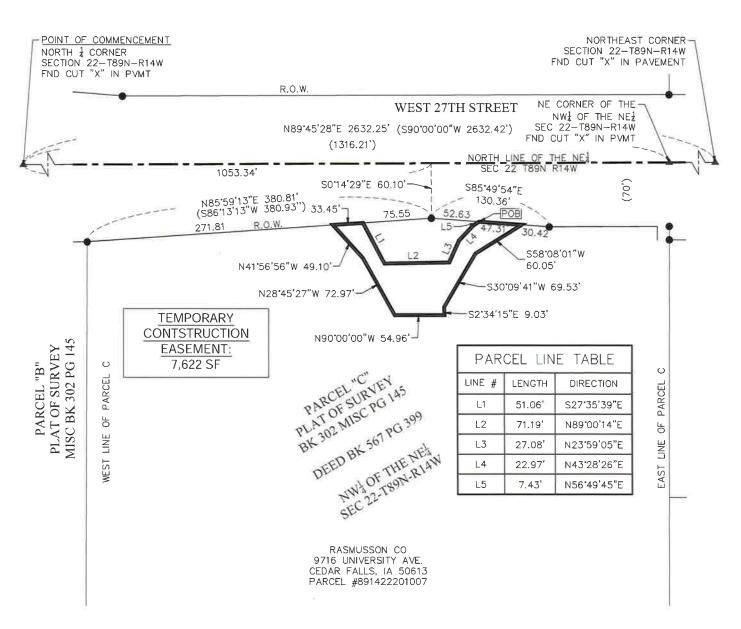
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- PARCEL OR LOT CORNER MONUMENT FOUND
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- GOVERNMENT CORNER MONUMENT FOUND

 $\triangle$ GOVERNMENT CORNER MONUMENT SET AS NOTED

N89'45"31'E 1316.00' MEASURED BEARING & DIMENSION (N00°25"20'E 1316.21") RECORD BEARING & DIMENSION

> SCALE IN FEET 50 100 150 200 1"=100



**AECOM** 

21428

RON L MUELLER

1/31/2022

PREPARED BY: AARON L MUELLER, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

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TEMPORARY EASEMENT CONTAINS 7,622 SQUARE FEET

BEARINGS ARE BASED ON THE NORTH LINE NORTHEAST QUARTER OF SAID SECTION 22, BEARING NORTH 89'45'28.



# CITY OF CEDAR FALLS OWNER PURCHASE AGREEMENT

Parcel	rty Address: Number: t Number:	Part of 08 RC-000					lo: <u>891423101027</u> d Reconstruction
by and		vind Ced			on this da limited liability		, 20, r, and the City of
1.	Buyer hereby estate, herein	agrees to after refe	buy and Sel rred to as the	ller hereby agre "Premises":	es to convey Sel	ler's interests in t	he following real
					uisition Plat (Exh esement Plat (Ex		
				natever type situ power of emine		mises. This acqu	isition is for public
2,	including any croadway and a acknowledges Agreement an	easemen accepts p full settle d dischar	ts as are des ayment unde ement and pa ges Buyer fro	cribed herein. er this Agreeme ayment from Bu om any and all I	Seller consents to nt for any and all yer for all claims	damages arising according to the t of this Agreeme	grade of the adjacent therefrom. Seller terms of this
3.	In consideration to Seller the fo		er's conveya	nce of Seller's i	nterest in the Pro	emises to Buyer,	Buyer agrees to pay
	Payment /	Amount	Ag	reed Performan	се	Date	
2	\$ \$ \$ \$7,840.00		on on	right of possess conveyance of surrender of po possession and	title ssession	60 days afte	er Buyer approval
5	\$7,840.00		_ TO	TAL LUMP SUN	1		
	BREAKDOWN Land by Fee T Underlying Fer Temporary Ea Permanent Ea Buildings Severance Da	itle e Title sement sement	cres sq. 3,059 n/a 7,561 n/a	ft. = square fee sq. ft. sq. ft. sq. ft. sq. ft.	\$5,570.00 \$ \$2,270.00 \$ \$		

4. Seller grants to the City a Fee Acquisition, and Temporary Easement as shown on the attached acquisition plat and/or temporary easement plat. Seller also agrees to execute a Warranty Deed and Temporary Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

\$7,840.00

Total

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, lowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
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- 9. Seller warrants good and sufficient title in the Premises. Seller shall pay all liens and assessments against the Premises, including all taxes payable until surrender of possession, and agrees that the same may be withheld from the purchase price if not paid by the closing date.
- 10. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X
By: Michal Sach Date
Title: Manage

State of Minnesota
County of Blue Earth

X
By: Date
Title:

KRISTIN LEIGH MOORHOUSE
Notary Public-Minnesota
My Commission Expires Jan 31, 2024

This record was acknowledged before me on the 30th day of November, 2021, by Michael Sather as manager of Tailwind Cedar Falls, LLC

Signature of notarial officer

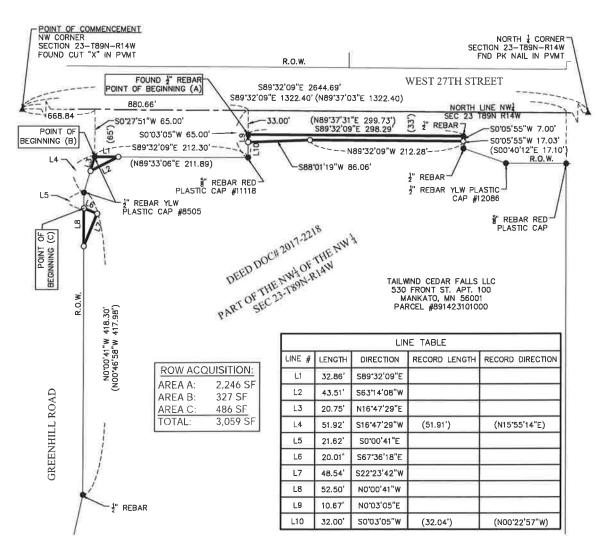
SELLER: Tailwind Cedar Falls, LLC

Commission Expires

CITY OF CEDAR FALLS, IOWA (BUYER)	
By:Robert M. Green, Mayor	
ATTEST:	
By:	
STATE OF IOWA, COUNTY OF BLACK HAWK, ss:	
This instrument was acknowledged before me on the Green, Mayor, and Jacqueline Danielsen, MMC, City (	e day of, 20, by Robert M. Clerk, of the City of Cedar Falls, Iowa.
My Commission Expires:	Notary Public in and for the State of Iowa

	INDEX LEGENL
LOCATION:	PART OF THE NW 1/4 OF SECTION 23-T89N-R14W
REQUESTOR:	THE CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	TAILWIND CEDAR FALLS LLC
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY: RESPOND TO:	AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, 10WA 50703 PHONE 319-874-6587 AARON,MUELLER®AECOM.COM

# RIGHT OF WAY ACQUISITION CEDAR FALLS PROJECT NO. RC-000-3240 PART OF THE NW 4 OF SECTION 23-T89N-R14W CEDAR FALLS, BLACK HAWK COUNTY, IOWA

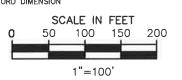


### LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- O SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- GOVERNMENT CORNER MONUMENT FOUND

  GOVERNMENT CORNER MONUMENT SET AS NOTED

\$89'32'09"E 1322.40' MEASURED DIMENSION (N89'37'03" W 1322.40') RECORD DIMENSION



**AECOM** 

SHEET 1 OF 2 & SHEET 2 OF 2

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I op a duly Uniform Land Surveyor under the least of State of lows.

License number 21428 My license renewal date le December 31,

Pages or sheets covered by this seal

12/17/2021

2022

PREPARED BY: AARON L. MUELLER, AECOM, 501 SYCAMORE STREET, SUITE 222. WATERLOO, IOWA, 50703. 319-232-6531

#### DESCRIPTION:

PARTS OF OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

#### ARFA A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89'32'09"EAST ALONG THE NORTH UNE OF THE NORTHWEST QUARTER OF SAID SECTION 23, 880.66 FEET; THENCE SOUTH 0'03'05" WEST, 33.00 FEET TO THE SOUTH RIGHT—OF—WAY OF WEST 27TH STREET, THE POINT OF BEGINNING; THENCE SOUTH 89'32'09" EAST ALONG SAID SOUTH RIGHT—OF—WAY, 298.29 FEET; THENCE SOUTH 0'05'55' WEST CONTINUING ALONG SAID SOUTH RIGHT—OF—WAY, 7.00 FEET; THENCE NORTH 89'32'09" WEST, 212.28 FEET; THENCE SOUTH 88'01'19" WEST, 86.06 FEET TO THE SAID SOUTH RIGHT—OF—WAY; THENCE NORTH 0'03'05" EAST CONTINUING ALONG SAID SOUTH RIGHT—OF—WAY, 10.67 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 2,246 SQUARE FEET.

AND

AREA B

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89'32'09"EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, 668.84 FEET; THENCE SOUTH 0'27'51" WEST, 65.00 FEET TO THE SOUTH RIGHT—OF—WAY OF WEST 27TH STREET, THE POINT OF BEGINNING; THENCE SOUTH 89'32'09"EAST ALONG SAID SOUTH RIGHT—OF—WAY, 32.86 FEET; THENCE SOUTH 63"14'08" WEST, 43.51 FEET TO THE EAST RIGHT—OF—WAY OF GREENHILL ROAD; THENCE NORTH 16'47'29"EAST CONTINUING ALONG SAID EAST RIGHT—OF—WAY, 20.75 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 327 SQUARE FEET.

AND

AREA C

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89'32'09"EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, 668,84 FEET; THENCE SOUTH 0'27'51"WEST, 65.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WEST 27TH STREET, THENCE SOUTH 16'47'29" WEST ALONG THE EAST RIGHT-OF-WAY LINE OF GREENHILL ROAD, 51.92 FEET; THENCE SOUTH 00'00'41" EAST CONTINUING ALONG SAID EAST RIGHT-OF-WAY, 21.62 FEET, THE POINT OF BEGINNING; THENCE SOUTH 67'36'18" EAST, 20.01 FEET; THENCE SOUTH 22'23'42" WEST TO THE SAID EAST RIGHT-OF-WAY, 52.50 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 486 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23 BEARING SOUTH 89'32'09" FAST



### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Constr	ruction Easement Agreement ("Agreement") is made this
day of	, 20, by <u>Tailwind Cedar Falls, LLC, a Minnesota</u>
limited liability company ("Gran	ntor"), and City of Cedar Falls, a municipality organized
under the laws of the State of	Iowa ("Grantee"). In consideration of the sum of one
dollar (\$1.00), and other valua	ble consideration, the receipt of which is hereby
acknowledged, Grantor hereb	y sells, grants and conveys unto Grantee a temporary
easement under, through, and	across the following described real estate which is
owned by Grantor:	•

See Exhibit A attached (the "Easement Area").

- 1. <u>Purpose</u>. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any reasonable purpose deemed by the Grantee to be necessary for said public improvement project.
- 2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any construction, reconstruction, maintenance, repair or replacement work. Such restoration shall include, but not be limited to, the restoration of lawns by seeding, complete restoration of any driveways, fences or other structures modified as a requirement of the construction, as well as the repair of any of Grantor's property damaged as set forth in Paragraph 6 below.
- 3. <u>No Obstructions</u>. Grantor does hereby agree not to create or permit any building to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area upon Grantor's premises that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.
- 4. <u>Grantee's Use.</u> The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have

any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title in and to the land over which said easement is located. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

- 5. <u>Grantor's Use.</u> The Grantee shall exercise reasonable diligence in performing any of its rights within the Easement Area so as (i) to avoid damaging the Easement Area (or any other portion of the Grantor's Property), and (ii) not to unreasonably interfere with the use of the Easement Area (or any other portion of the Grantor's Property) (including, but not limited to, ingress/egress/access), by Grantor, its employees, agents, representatives, customers, or invitees. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction and/or maintenance and/or any other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such construction and/or maintenance. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.
- 6. <u>Liability for Damage.</u> Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, which arise out of any work done on or to the Easement Area while Grantee, or its employees, agents, contractors or subcontractors, are exercising any rights with respect to the Easement Area which are granted to Grantee under this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.
- 7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) twenty four (24) months following the execution of this Agreement; or (b) the date on which Grantee completes the public improvement project and final acceptance of public improvements by the city council of the City.
- 8. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

Grantor: Tailwind Cedar Falls, LLC	
X higher Susher Date Title: Munay	X By: Date Title:
State of Minnesota )  County of Blue Earth )	KRISTIN LEIGH MOORHOUSE Notary Public-Minnesota My Commission Expires Jan 31, 2024
This record was acknowledged before me of 2021, by Michael Sather Tailwind Cedar Falls, UC	_
	Signature of notarial officer
	Stamp
	Executive Assistant 1 Title of Office
	[My commission expires: January 31, 2924

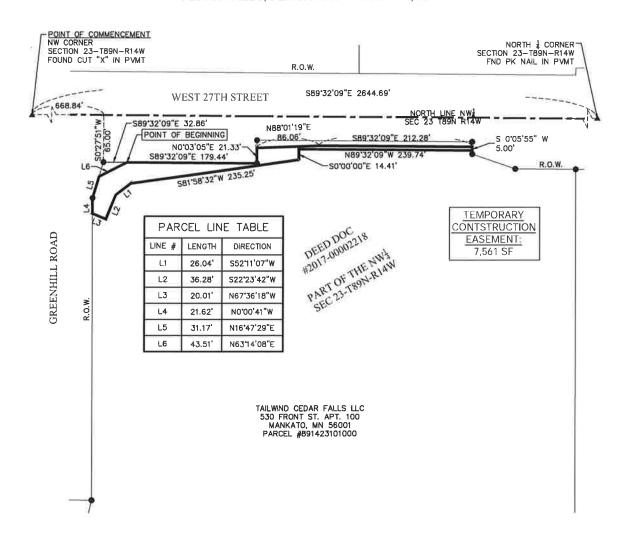
# ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Gran foregoing Temporary Construction Easeme	tee"), does hereby accept and approve the ent Agreement.
Dated this day of	, 20
	GRANTEE:
	CITY OF CEDAR FALLS, IOWA
	Robert M. Green, Mayor
ATTEST	
Jacqueline Danielsen, MMC City Clerk	
State of)	
County of)	
This instrument was acknowledged to 20, by Robert M. Green, Mayor, and Jaco City of Cedar Falls, Iowa.	
	Notary Public in and for the State of Iowa
My Commission Expires:	

	INDEX LEGENL
LOCATION:	PART OF THE NW 1/4 OF SECTION 23-TB9N-R14W
GRANTOR:	TAILWIND CEDAR FALLS LLC
GRANTEE:	THE CITY OF CEDAR FALLS, IOWA
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY: RESPOND TO:	AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, 10WA 50703 PHONE 319-874-6587 AARON.MUELLER®AECOM.COM

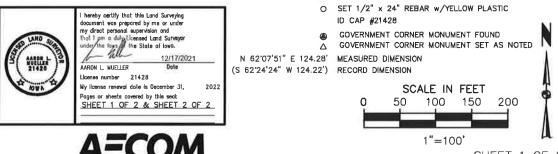
# TEMPORARY CONSTRUCTION EASEMENT

# PART OF THE NW <sup>1</sup>/<sub>4</sub> OF SECTION 23-T89N-R14W CEDAR FALLS, BLACK HAWK COUNTY, IOWA



# LEGEND:

PARCEL OR LOT CORNER MONUMENT FOUND



PREPARED BY: AARON L. MUELLER, AECOM, 501 SYCAMORE STREET, SUITE 222, WATERLOO, IOWA, 50703, 319-232-6531

#### TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE SOUTH 89'32'09"EAST, 668.84 FEET ALONG THE NORTH SECTION LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 0'27'51"WEST, 65.00 FEET TO THE SOUTH RIGHT OF WAY OF WEST 27TH STREET; THENCE SOUTH 89'32'09" EAST, 32.86 FEET ALONG SAID RIGHT OF WAY, THE POINT OF BEGINNING; THENCE SOUTH 89'32'09" EAST CONTINUING ALONG SAID RIGHT OF WAY, 179.44 FEET; THENCE NORTH 0'30'05' EAST CONTINUING ALONG SAID RIGHT OF WAY, 21.33 FEET; THENCE NORTH 88'0'19" EAST, 86.06 FEET; THENCE SOUTH 89'32'09" EAST, 212.28 FEET; THENCE SOUTH 0'00'5'55"WEST, 5.00 FEET; THENCE NORTH 89'32'09" WEST, 239.74 FEET; THENCE SOUTH 0'00'00" EAST, 14.41 FEET; THENCE SOUTH 81'58'32" WEST, 235.25 FEET; THENCE SOUTH 52'11'07" WEST, 26.04 FEET; THENCE SOUTH 22'23'42" WEST, 36.28 FEET; THENCE NORTH 67'36'18" WEST, 20.01 FEET TO THE EAST RIGHT OF WAY OF GREENHILL ROAD; THENCE NORTH 0'00'41" WEST ALONG SAID EAST RIGHT OF WAY, 21.62 FEET; THENCE NORTH 16'47'29" EAST CONTINUING ALONG SAID RIGHT OF WAY, 31.17 FEET; THENCE NORTH 63'14'08" EAST, 43.51 FEET TO THE POINT OF BEGINNING.

TEMPORARY EASEMENT CONTAINS 7,561 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, BEARING SOUTH  $89^{\circ}32'09^{\circ}$  EAST.



Item 23.

# Daily Invoices for Council Meeting 03/07/22

PREPARED 03/01/2022, 9:58:37 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

PAGE 1
ACCOUNTING PERIOD 08/2022

PROGRAM C	EDAR FALLS			ACCOUNTING	PERIOD 08/2022
GROUP PC NBR NBR		+ (A. 142 + 147 + 147 ) 14 20 20 20 20 20 20 20 20 20 20 20 20 20	DEBITS	CREDITS	CURRENT BALANCE - POST DT
EIDND 101 (	GENERAL FUND				
	-216.00-00 CURRENT LIABILITY / 08/22 AP 02/23/22 0396752 REFUND-DIFF.IN MEMBERSHIP	OVERPAYMENTS CAREY FRY	40.00		02/25/22
	ACCOUNT TOTAL	Ь	40.00	.00	40.00
101-1038- 1315	-441.81-09 PROFESSIONAL SERVICE 08/22 AP 01/24/22 0396633 POC#8031880-REPL.POSTAGE	ES / HUMAN RIGHTS COMMISSION CMRS-POC 11/3/21-1/24/22	.53		02/16/22
	ACCOUNT TOTAL		53	.00	<b>453</b>
101-1060- 1290	-423.71-01 OFFICE SUPPLIES / 01 09/22 AP 02/17/22 0000000	FFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT LETTER SIZE LABELS	18.73		02/25/22
1290	AVERY PERMANENT MARKERS & 09/22 AP 02/15/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	13.25		02/25/22
1290	AAA BATTERIES 09/22 AP 02/14/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	121.35		02/25/22
1225	AVERY LABLS, AA BATERIES, 09/22 AP 02/04/22 0000000	PERM. MARKRS, 8.5X11 PAPER OFFICE EXPRESS OFFICE PRODUCT	43.73		02/25/22
1225	ENVELOPE MOISTENER, 3X3" 09/22 AP 01/21/22 0000000 3/4" REMOVABLE TAPE	POP-UP STICKY NOTES OFFICE EXPRESS OFFICE PRODUCT	41.04		02/25/22
	ACCOUNT TOTAL		238.10	÷ 00	238.10
101-1060- 1290	-423.72-19 OPERATING SUPPLIES , 09/22 AP 02/02/22 0000000 PRINTING FAX CARDS	PRINTING TELEVEND SERVICES, INC.	89.81		02/25/22
	ACCOUNT TOTAL		89.81	100	89.81
101-1060- 1290	-423.72-99 OPERATING SUPPLIES / 09/22 AP 12/27/21 0000000 POSTAGE	POSTAGE QUADIENT FINANCE USA, INC.	450.00		02/25/22
	ACCOUNT TOTAL		450.00	÷ 0 0	450.00
101-1060- 1290	-423.81-91 PROFESSIONAL SERVICE 09/22 AP 02/09/22 0000000	GORDON FLESCH COMPANY INC	914.45		02/25/22
1225	COPIER CONTRACT 09/22 AP 10/27/21 0000000 SECURITY AWARENESS TRAIN.	015-1483981-000 KNOWBE4, INC SUB. 10/26/21-1/25/25	2,239.92		02/25/22
	ACCOUNT TOTAL	<u>.</u>	3,154.37	.00	3,154.37

PREPARED 03/01/2022, 9:58:37 ACCOUNT ACTIVITY LISTING

PROGRAM GM360L

CITY OF CEDAR FALLS

PAGE 2 ACCOUNTING PERIOD 08/2022

CIII	T CHDMR TMDDD				
GROUP NBR	PO ACCTGTRANSACTION NBR PER, CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
	******************************	**********************			PUST DI
	01 GENERAL FUND .060-423.85-01 UTILITIES / UTILITIES .09/22 AP 02/05/22 0000000		9,708.67		02/25/22
	LIBRARY UTILITIES				
	ACCOUNT TOTAL		9,708.67	0.0	9,708.67
7.07	ACC 402 OC 01 DEDATE - MATMEMANCE	/ DEDATE C MAINTENANCE			
1290	.060-423.86-01 REPAIR & MAINTENANCE 09/22 AP 02/18/22 0000000 LIBRARY MAT SERVICE	ARAMARK	15.70		02/25/22
1290	09/22 AP 02/11/22 0000000	ARAMARK	15.70		02/25/22
1225	LIBRARY MAT SERVICE 09/22 AP 02/04/22 0000000	ARAMARK	15.70		02/25/22
1225	LIBRARY MAT SERVICE 09/22 AP 01/28/22 0000000	ARAMARK	15.70		02/25/22
1225	LIBRARY MAT SERVICE 09/22 AP 01/24/22 0000000	CITY LAUNDERING CO.	39.25		02/25/22
1225	FIRST AID SUPPLY SERVICE- 09/22 AP 01/21/22 0000000	LIBRARY ARAMARK	15.70		02/25/22
1225	LIBRARY MAT SERVICE 09/22 AP 01/15/22 0000000	QUADIENT, INC.	149.85		02/25/22
1225	QUADIENT METER RENTAL	02/14/22-05/13/22			
	ACCOUNT TOTAL		267.60	.00	267.60
101	.060-423.89-20 MISCELLANEOUS SERVICE	e / ADIUT BOOKS			
1225	09/22 AP 02/05/22 0000000  ADULT BOOKS (MEM BLANK)	BAKER & TAYLOR BOOKS	48.90		02/25/22
1225	09/22 AP 01/25/22 0000000	BAKER & TAYLOR BOOKS	25.65		02/25/22
1225	ADULT BOOKS (MEM RIEBE) 09/22 AP 01/18/22 0000000	BAKER & TAYLOR BOOKS	80.18		02/25/22
1225	ADULT BOOKS (MEM RIEBE) 09/22 AP 12/13/21 0000000	WIDENER UNIVERSITY	75.00		02/25/22
	ADULT BOOKS				200 53
	ACCOUNT TOTAL		229.73	.00	229.73
101	.060-423.89-33 MISCELLANEOUS SERVICE	es / PRIENDS SHARAPTED BROGE	ΔM		
1225	09/22 AP 02/05/22 0000000	BAKER & TAYLOR BOOKS	16.52		02/25/22
1225	FOTL:MEMORIAL-ADULT BOOKS 09/22 AP 01/25/22 0000000	BAKER & TAYLOR BOOKS	93.96		02/25/22
1225	FOTL:MEMORIAL-ADULT BOOKS 09/22 AP 01/18/22 0000000	BAKER & TAYLOR BOOKS	10.19		02/25/22
1225	FOTL: MEMORIAL-ADULT BOOKS 09/22 AP 01/13/22 0000000	DEMCO, INC	46.20		02/25/22
	FOTL: YOUTH-BOOKPLATES				
	ACCOUNT TOTAL		166.87	.00	166.87

ACCOUNTING PERIOD 08/2022

ACCOUNT ACTIVITY LISTING PREPARED 03/01/2022, 9:58:37

PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION ----- POST DT ----FUND 101 GENERAL FUND 101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG. 02/25/22 1225 09/22 AP 02/10/22 0000000 CCMNT SPEAKERS 2,500.00 RAY 2 RMB CVYR-REMAINDER OF AUTHOR'S SPEAKER FEE ACCOUNT TOTAL 2,500.00 .00 2.500.00 101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP 09/22 AP 02/17/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 28.72 02/25/22 1290 GLUE STICKS 1290 09/22 AP 02/09/22 0000000 BRODART CO 158.80 02/25/22 12" BOOK COVER ROLLS 1225 09/22 AP 01/28/22 0000000 DEMCO, INC 68.17 02/25/22 GLASS REINFORCED TAPE (1/4 & 1/2") 488.66 02/25/22 1225 09/22 AP 01/26/22 0000000 BRODART CO. 9"& 16" BOOK COVER ROLLS, 5.25X8.5" & 6X9.5" COVERS 1225 09/22 AP 01/21/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 75.44 02/25/22 #3 COIN ENVELOPES DEMCO, INC 40.29 02/25/22 1225 09/22 AP 01/13/22 0000000 2" PREMIUM BOOK TAPE 860.08 . 00 860.08 ACCOUNT TOTAL 101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT 1225 09/22 AP 02/03/22 0000000 SIRSI CORPORATION 24,961.46 02/25/22 CATALOG SERV-50% SPLIT WL 3/1/22-2/28/23 743.86 02/25/22 1225 09/22 AP 02/01/22 0000000 OCLC, INC. CATALOG AND METADATA SUBSCRIPTION 1225 09/22 AP 01/28/22 0000000 SIRSI CORPORATION 481.74 02/25/22 SYMPHONY WEB 1-YR RENEWAL 05/01/22-04/30/23 ACCOUNT TOTAL 26,187.06 .00 26,187.06 101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS 191.98 02/25/22 1290 09/22 AP 02/16/22 0000000 BAKER & TAYLOR BOOKS ADULT BOOKS 02/25/22 1290 09/22 AP 02/12/22 0000000 BAKER & TAYLOR BOOKS 135.65 ADULT BOOKS 361.31 02/25/22 09/22 AP 02/10/22 0000000 BAKER & TAYLOR BOOKS 1290 ADULT BOOKS 1290 09/22 AP 02/09/22 0000000 BAKER & TAYLOR BOOKS 185.01 02/25/22 ADULT BOOKS 02/25/22 09/22 AP 02/08/22 0000000 BAKER & TAYLOR BOOKS 287,02 1290 ADULT BOOKS 02/25/22 250.59 1225 09/22 AP 02/05/22 0000000 BAKER & TAYLOR BOOKS ADULT BOOKS 1225 09/22 AP 01/31/22 0000000 BAKER & TAYLOR BOOKS 400.65 02/25/22 ADULT BOOKS

 PREPARED
 03/01/2022, 9:58:37
 ACCOUNT ACTIVITY LISTING
 PAGE 4

 PROGRAM
 GM360L
 ACCOUNTING PERIOD 08/2022

CITY OF CEDAR FALLS

NBR	PO ACCTGTRANSAC NBR PER. CD DATE	CTION NUMBER	DESCRIPTION		DEBITS		CURRENT BALANCE POST DT
	01 GENERAL FUND						
	061-423.89-20 MISCELLANEOU				continued		/ /
1225	09/22 AP 01/25/22 0 ADULT BOOKS	000000	BAKER & TAYLOR	BOOKS	214.79		02/25/22
1225	09/22 AP 01/25/22 0 ADULT BOOKS	000000	BAKER & TAYLOR	BOOKS	375.19		02/25/22
1225	09/22 AP 01/19/22 0 ADULT BOOKS	000000	BAKER & TAYLOR	BOOKS	255.26		02/25/22
1225	09/22 AP 01/18/22 0 ADULT BOOKS	000000	BAKER & TAYLOR	BOOKS	454.45		02/25/22
1225	09/22 AP 01/11/22 0	000000	INFOUSA MARKET	ING INC	360.00		02/25/22
1223	ADULT BOOKS (CEDAR F		IA CITY D		300.00		-,,
	ACCOU	INT TOTAL			3,471.90	□ 0 0	3,471.90
101-1	061-423.89-21 MISCELLANEOU	IS SERVICES	S / YOUNG ADULT	BOOKS			
1290	09/22 AP 02/16/22 0 YOUNG ADULT BOOKS		BAKER & TAYLOR		74.18		02/25/22
1290	09/22 AP 02/12/22 0	000000	BAKER & TAYLOR	BOOKS	112.09		02/25/22
1290	YOUNG ADULT BOOKS 09/22 AP 02/10/22 0	000000	BAKER & TAYLOR	BOOKS	150.99		02/25/22
1290	YOUNG ADULT BOOKS 09/22 AP 02/08/22 0	000000	BAKER & TAYLOR	BOOKS	18.04		02/25/22
1225	YOUNG ADULT BOOKS 09/22 AP 02/05/22 0	000000	BAKER & TAYLOR	BOOKS	47.27		02/25/22
1225	YOUNG ADULT BOOKS 09/22 AP 01/31/22 0	000000	BAKER & TAYLOR	BOOKS	90.76		02/25/22
1225	YOUNG ADULT BOOKS 09/22 AP 01/26/22 0	000000	BAKER & TAYLOR	BOOKS	336.68		02/25/22
1225	YOUNG ADULT BOOKS 09/22 AP 01/25/22 0	000000	BAKER & TAYLOR	BOOKS	35.78		02/25/22
1225	YOUNG ADULT BOOKS 09/22 AP 01/25/22 0	000000	BAKER & TAYLOR	BOOKS	31.89		02/25/22
1225	YOUNG ADULT BOOKS 09/22 AP 01/19/22 0		BAKER & TAYLOR		63.51		02/25/22
	YOUNG ADULT BOOKS						
1225	09/22 AP 01/18/22 0 YOUNG ADULT BOOKS	000000	BAKER & TAYLOR	BOOKS	44.17		02/25/22
	ACCOU	INT TOTAL			1,005.36	.00	1,005.36
101-1	061-423.89-22 MISCELLANEOU	JS SERVICES	youth books				
1290	09/22 AP 02/16/22 0 YOUTH BOOKS		BAKER & TAYLOR	BOOKS	193.05		02/25/22
1290	09/22 AP 02/15/22 0	000000	BAKER & TAYLOR	BOOKS	294.03		02/25/22
1290	YOUTH BOOKS 09/22 AP 02/12/22 0	000000	BAKER & TAYLOR	BOOKS	211.46		02/25/22
1290	YOUTH BOOKS 09/22 AP 02/10/22 0	000000	BAKER & TAYLOR	BOOKS	52.01		02/25/22

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PROGRAM GM360L CITY OF CEDAR FALLS

NBR		SACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
ו מאוז	01 GENERAL FUND					
	061-423.89-22 MISCELLAN	EOUS SERVICE	S / YOUTH BOOKS	continued		
	YOUTH BOOKS					
1290	09/22 AP 02/09/2 YOUTH BOOKS	2 0000000	BAKER & TAYLOR BOOKS	69.48		02/25/22
1290	09/22 AP 02/08/2 YOUTH BOOKS	2 0000000	BAKER & TAYLOR BOOKS	29.74		02/25/22
1225	09/22 AP 02/07/2 YOUTH BOOKS	2 0000000	BAKER & TAYLOR BOOKS	889.02		02/25/22
1290	09/22 AP 02/07/2	2 0000000	BAKER & TAYLOR BOOKS	38.99		02/25/22
1225	YOUTH BOOKS 09/22 AP 02/05/2	2 0000000	BAKER & TAYLOR BOOKS	73.57		02/25/22
1225	YOUTH BOOKS 09/22 AP 01/31/2	2 0000000	BAKER & TAYLOR BOOKS	98.38		02/25/22
1225	YOUTH BOOKS 09/22 AP 01/25/2	2 0000000	BAKER & TAYLOR BOOKS	69.59		02/25/22
1225	YOUTH BOOKS 09/22 AP 01/25/2	2 0000000	BAKER & TAYLOR BOOKS	5.99		02/25/22
1225	YOUTH BOOKS 09/22 AP 01/21/2	2 0000000	BAKER & TAYLOR BOOKS	412.08		02/25/22
1225	YOUTH BOOKS 09/22 AP 01/19/2	2 0000000	BAKER & TAYLOR BOOKS	61.90		02/25/22
1225	YOUTH BOOKS 09/22 AP 01/18/2	2 0000000	BAKER & TAYLOR BOOKS	123.83		02/25/22
	YOUTH BOOKS					
	AC	COUNT TOTAL		2,623.12	. 00	2,623.12
101-1	.061-423.89-23 MISCELLAN	EOUS SERVICE	s / LARGE PRINT BOOKS			
1290	09/22 AP 02/09/2 LARGE PRINT BOOKS		BAKER & TAYLOR BOOKS	31.92		02/25/22
1225	09/22 AP 02/01/2	2 0000000	CENTER POINT LARGE PRINT	47.94		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/31/2	2 0000000	BAKER & TAYLOR BOOKS	17.40		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/25/2	2 0000000	BAKER & TAYLOR BOOKS	31.92		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/25/2	2 0000000	BAKER & TAYLOR BOOKS	17.39		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/24/2		CENGAGE LEARNING INC	23.09		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/24/2		CENGAGE LEARNING INC	27.29		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/19/2		BAKER & TAYLOR BOOKS	62.24		02/25/22
1225	LARGE PRINT BOOKS 09/22 AP 01/19/2		CENGAGE LEARNING INC	78.37		02/25/22
	LARGE PRINT BOOKS					
1225	09/22 AP 01/18/2	2 0000000	CENGAGE LEARNING INC	21.70		02/25/22

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS continued LARGE PRINT BOOKS ACCOUNT TOTAL 383.26 .00 383.26 101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO 09/22 AP 02/15/22 0000000 FINDAWAY WORLD LLC 310.45 02/25/22 1290 ADULT PLAYAWAY AUDIO 1290 09/22 AP 02/11/22 0000000 BAKER & TAYLOR ENTERTAINMENT 15.28 02/25/22 ADULT CD MUSIC 09/22 AP 02/08/22 0000000 BAKER & TAYLOR BOOKS 37 38 02/25/22 1290 ADULT CD BOOKS 1225 09/22 AP 02/05/22 0000000 BAKER & TAYLOR ENTERTAINMENT 11.88 02/25/22 ADULT CD MUSIC 09/22 AP 01/27/22 0000000 BAKER & TAYLOR ENTERTAINMENT 26,13 02/25/22 1225 ADULT CD MUSIC 292.45 02/25/22 1225 09/22 AP 01/27/22 0000000 FINDAWAY WORLD LLC ADULT PLAYAWAY AUDIO 1225 09/22 AP 01/26/22 0000000 BAKER & TAYLOR ENTERTAINMENT 10.18 02/25/22 ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT 11.88 02/25/22 1225 09/22 AP 01/26/22 0000000 ADULT CD MUSIC 1225 09/22 AP 01/21/22 0000000 BAKER & TAYLOR ENTERTAINMENT 18.68 02/25/22 ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT 11.88 02/25/22 1225 09/22 AP 01/19/22 0000000 ADULT CD MUSIC BAKER & TAYLOR ENTERTAINMENT 47.52 02/25/22 1225 09/22 AP 01/18/22 0000000 ADULT CD MUSIC 793.71 .00 793.71 ACCOUNT TOTAL 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO 09/22 AP 02/16/22 0000000 BAKER & TAYLOR ENTERTAINMENT 108.37 02/25/22 1290 ADULT VIDEOS 02/25/22 09/22 AP 02/15/22 0000000 BAKER & TAYLOR ENTERTAINMENT 146.93 1290 ADULT VIDEOS 09/22 AP 02/12/22 0000000 02/25/22 BAKER & TAYLOR ENTERTAINMENT 108.45 1290 ADULT VIDEOS 20.99 02/25/22 BAKER & TAYLOR ENTERTAINMENT 1290 09/22 AP 02/11/22 0000000 ADULT VIDEOS 1290 09/22 AP 02/09/22 0000000 BAKER & TAYLOR ENTERTAINMENT 19.58 02/25/22 ADULT VIDEOS 02/25/22 BAKER & TAYLOR ENTERTAINMENT 41.98 1225 09/22 AP 02/07/22 0000000 ADULT VIDEOS 92.70 02/25/22 1225 09/22 AP 02/05/22 0000000 BAKER & TAYLOR ENTERTAINMENT ADULT VIDEOS 1225 09/22 AP 02/04/22 0000000 BAKER & TAYLOR ENTERTAINMENT 24.13 02/25/22 ADULT VIDEOS

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PROGRAM GM360L

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE FUND 101 GENERAL FUND 101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO continued 09/22 AP 01/26/22 0000000 BAKER & TAYLOR ENTERTAINMENT 156.03 02/25/22 ADULT VIDEOS 1225 09/22 AP 01/21/22 0000000 BAKER & TAYLOR ENTERTAINMENT 18.89 02/25/22 ADULT VIDEOS ACCOUNT TOTAL 738.05 .00 738.05 101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES 09/22 AP 02/14/22 0000000 INGRAM ENTERTAINMENT INC. 66.99 02/25/22 1290 YOUNG ADULT VIDEO GAMES 09/22 AP 02/09/22 0000000 INGRAM ENTERTAINMENT INC. 126.98 02/25/22 1290 ADULT VIDEO GAMES 96.98 02/25/22 1225 09/22 AP 01/27/22 0000000 INGRAM ENTERTAINMENT INC. YOUNG ADULT VIDEO GAMES 09/22 AP 01/26/22 0000000 INGRAM ENTERTAINMENT INC. 56.99 02/25/22 1225 YOUNG ADULT VIDEO GAMES INGRAM ENTERTAINMENT INC. 41.99 02/25/22 1225 09/22 AP 01/21/22 0000000 YOUNG ADULT VIDEO GAMES 09/22 AP 01/18/22 0000000 INGRAM ENTERTAINMENT INC. 126.97 02/25/22 1225 ADULT VIDEO GAMES ACCOUNT TOTAL 516.90 .00 516.90 101-1061-423.89-29 MISCELLANEOUS SERVICES / NEWSPAPERS 09/22 AP 02/15/22 0000000 DES MOINES REGISTER 02/25/22 1290 610.04 DES MOINES REGISTER SUB. 3/1/22-2/28/23 610.04 .00 610.04 ACCOUNT TOTAL 101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO 09/22 AP 02/09/22 0000000 BAKER & TAYLOR BOOKS 20.34 02/25/22 1290 YOUTH CD BOOKS 02/25/22 09/22 AP 02/04/22 0000000 MIDWEST TAPE, LLC 12.74 1290 YOUTH CD MUSIC 9.89 02/25/22 09/22 AP 01/28/22 0000000 MIDWEST TAPE, LLC 1225 YOUTH CD MUSIC 02/25/22 09/22 AP 01/21/22 0000000 MIDWEST TAPE, LLC 33.26 1225 YOUTH CD MUSIC 76.23 . 00 76.23 ACCOUNT TOTAL 101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO 36.74 02/25/22 1290 09/22 AP 02/04/22 0000000 MIDWEST TAPE, LLC YOUTH VIDEOS 02/25/22 167.17 1225 09/22 AP 01/28/22 0000000 MIDWEST TAPE, LLC

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GROUP PO			and the	CURRENT
NBR NBF		DEBITS	CREDITS	BALANCE
EIND 101 (	ENERAL FUND			
	423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO YOUTH VIDEOS	continued		
	ACCOUNT TOTAL	203.91	. 00	203.91
101-1061- 1225	423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUD 09/22 AP 01/31/22 0000000 BAKER & TAYLOR BOO	DIO KS 28.59		02/25/22
1225	YOUNG ADULT CD BOOKS 09/22 AP 01/26/22 0000000 BAKER & TAYLOR BOO YOUNG ADULT CD BOOKS	DKS 19.24		02/25/22
	ACCOUNT TOTAL	47.83	.00	47.83
101-1061- 1290	423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIA 09/22 AP 02/10/22 0000000 OVERDRIVE, INC.	LS 220.98		02/25/22
1225	ADULT E-BOOKS 09/22 AP 02/04/22 0000000 OVERDRIVE, INC.	392.61		02/25/22
1225	ADULT E-BOOKS 09/22 AP 01/31/22 0000000 OVERDRIVE, INC.	249.99		02/25/22
1225	ADULT E-BOOKS 09/22 AP 01/20/22 0000000 OVERDRIVE, INC. ADULT E-BOOKS	133.89		02/25/22
	ACCOUNT TOTAL	997.47	. 00	997.47
101-1061- 1290	423.89-44 MISCELLANEOUS SERVICES / YOUNG ADULT E-M 09/22 AP 02/14/22 0000000 OVERDRIVE, INC. YOUNG ADULT E-BOOKS	TATERIALS 748.95		02/25/22
	ACCOUNT TOTAL	748.95	.00	748.95
101-1061- 1290	423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIA 09/22 AP 02/14/22 0000000 OVERDRIVE, INC. YOUTH E-BOOKS	LIS 906.50		02/25/22
	ACCOUNT TOTAL	906.50	. 00	906.50
101-1199- 1440	441.81-03 PROFESSIONAL SERVICES / RECORDING FEES 08/22 AP 02/23/22 0396750 BLACK HAWK CO.RECO RCD:NTC.FNL.ASSESS.PROC. R.COYLE-2303			02/25/22
	ACCOUNT TOTAL	52.00	: 00	52.00

101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION

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ACCOUNT TOTAL

ACCOUNTING PERIOD 08/2022 PROGRAM GM360L CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION----CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS BALANCE POST DT ----FUND 101 GENERAL FUND 101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION continued 1315 08/22 AP 01/24/22 0396633 CMRS-POC ... 53 02/16/22 ACCOUNT CORRECTION POC#8031880-REPL.POSTAGE ACCOUNT TOTAL - 00 .53 .53-101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY 56.00 02/25/22 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES UTILITIES THRU 01/28/22 ACCOUNT TOTAL 56.00 .00 56.00 101-2235-412.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 08/22 AP 02/10/22 0396743 STURM, MARK 649.83 02/23/22 1397 RMB: TRAVEL-CONT. EDUCATION MINNEAPOLIS, MN ACCOUNT TOTAL 649.83 .00 649.83 101-2253-423.85-01 UTILITIES / UTILITIES 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 135.45 02/25/22 1440 UTILITIES THRU 01/28/22 ACCOUNT TOTAL 135.45 ...00 135.45 101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS 08/22 AP 02/16/22 0396739 RENU BANSAL 84.00 02/23/22 1397 DUE TO COVID REFUND-CLASS CANCELLED 84.00 .00 84.00 ACCOUNT TOTAL 101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 12.24 02/23/22 08/22 AP 02/12/22 0396740 RYAN, CAITLIN 1397 RMB:MEAL-FF1 SKILLS TEST CEDAR RAPIDS 1397 BAUMGARTNER, CHRISTIAN 12,24 02/23/22 08/22 AP 02/12/22 0396734 RMB:MEAL-FF1 SKILLS TEST CEDAR RAPIDS 24.48 .00 24.48 ACCOUNT TOTAL 101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION 02/23/22 1397 08/22 AP 01/17/22 0396741 SCHMIDT, LUCAS 48.12 RMB: FIRE STUDY APPS

48.12

.00

48.12

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION \_\_\_\_\_\_POST DT ----FUND 101 GENERAL FUND 101-4511-414.85-01 UTILITIES / UTILITIES 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 2,890.56 02/25/22 1440 UTILITIES THRU 01/28/22 2.890.56 .00 2,890.56 ACCOUNT TOTAL 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 113.23 02/25/22 1440 UTILITIES THRU 01/28/22 ACCOUNT TOTAL 113.23 . 00 113.23 101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) 32.79 02/23/22 08/22 AP 02/21/22 0396737 HOEFT, MORGAN RMB:MEAL-HONOR GUARD FIT. KANSAS CITY, MO 08/22 AP 02/21/22 0396748 BALTES, THOMAS 48.45 02/25/22 1440 RMB:TRVL-HONOR GUARD FIT. KANSAS CITY, MO ACCOUNT TOTAL 81.24 .00 81.24 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 1309 08/22 AP 01/10/22 0396720 SCHWAN, KENDALL 152.41 02/15/22 MIDWEST DEFENSE SOLUTIONS RMB:UNIFORM ALLOWANCE ACCOUNT TOTAL 152.41 .00 152.41 101-6613-433.85-01 UTILITIES / UTILITIES 02/25/22 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 883.60 UTILITIES THRU 01/28/22 ACCOUNT TOTAL 883.60 .00 883.60 101-6616-446.85-01 UTILITIES / UTILITIES 02/25/22 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 5,298.22 UTILITIES THRU 01/28/22 ACCOUNT TOTAL 5,298.22 .00 5.298.22 101-6623-423.85-01 UTILITIES / UTILITIES 02/25/22 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 386,22 UTILITIES THRU 01/28/22 ACCOUNT TOTAL 386.22 .00 386.22

02/25/22

ACCOUNTING PERIOD 08/2022

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PROGRAM GM360L CITY OF CEDAR FALLS

206-6647-436.85-01 UTILITIES / UTILITIES

UTILITIES THRU 01/28/22

1440

08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE 60.69 02/15/22 1309 08/22 AP 02/01/22 0396716 CENTURYLINK CEDAR RIVER GAUGE-JAN'22 60.69 . 00 60.69 ACCOUNT TOTAL 101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 02/17/22 08/22 AP 01/14/22 0396724 BENTON BUILDING CENTER 47.25 1322 ROOF-REISSUE CHECK 139213 SILL SEALER-DROP TOILET ACCOUNT TOTAL 47.25 . 00 47.25 101-6633-423.85-01 UTILITIES / UTILITIES 02/25/22 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 1,853.35 UTILITIES THRU 01/28/22 ACCOUNT TOTAL 1,853.35 . 00 1,853.35 FUND TOTAL 69,832.70 .53 69,832,17 FUND 203 TAX INCREMENT FINANCING FUND 206 STREET CONSTRUCTION FUND 206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 130.71 02/25/22 1440 UTILITIES THRU 01/28/22 130.71 .00 130.71 ACCOUNT TOTAL 206-6637-436.85-01 UTILITIES / UTILITIES 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES 3,586.61 02/25/22 UTILITIES THRU 01/28/22 · 00 ACCOUNT TOTAL 3,586.61 3,586.61 206-6647-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION 08/22 AP 02/15/22 0396731 TERRY DURIN CO. 02/17/22 1322 420.00 CEU CLASSES-LUKEHART WATERLOO 3/1/22-3/3/22 ACCOUNT TOTAL 420.00 ...00 420.00

1,042.94

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CITY OF CEDAR FALLS

GROUP E NBR NE		DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	ATTENT GOVERNMENT ON THE				
	STREET CONSTRUCTION FUND 7-436.85-01 UTILITIES / UTILITIES	3	continued		
	ACCOUNT TOTAL		1,042.94	.00	1,042.94
	ACCOUNT TOTAL		_,,,,_,,		_,
	FUND TOTAL		5,180.26	.00	5,180.26
	HOSPITAL FUND				
	POLICE BLOCK GRANT FUND SECTION 8 HOUSING FUND				
	1-432.89-61 MISCELLANEOUS SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED			
1448	09/22 AP 03/01/22 0038333	RINNELS, DOUGLAS G.	304.00		02/28/22
1448	HAP_Wierck L 032022 09/22 AP 03/01/22 0038282	CHESTNUT, SHAWN	502.00		02/28/22
	HAP_Chestnut N 032022		502.00		00/00/00
1448	09/22 AP 03/01/22 0038345 HAP Stewart J 032022	WEVERINK, TOM	503.00		02/28/22
1448	09/22 AP 03/01/22 0038296	EXCEPTIONAL PERSONS, INC.	320.00		02/28/22
1448	HAP_Poldberg J 032022 09/22 AP 03/01/22 0038296	EXCEPTIONAL PERSONS, INC.	388.00		02/28/22
	HAP_Nissen A 032022	DEPONE DEPONE THE	424 00		02/28/22
1448	09/22 AP 03/01/22 0038296 HAP Myers J 032022	EXCEPTIONAL PERSONS, INC.	424.00		02/28/22
1448	09722 AP 03/01/22 0038296	EXCEPTIONAL PERSONS, INC.	190.00		02/28/22
1448	HAP_Anderson B 032022 09/22 AP 03/01/22 0038296	EXCEPTIONAL PERSONS, INC.	420.00		02/28/22
	HAP_Blake M 032022				22/22/22
1448	09/22 AP 03/01/22 0038296 HAP Houdek C 032022	EXCEPTIONAL PERSONS, INC.	115.00		02/28/22
1448	09/22 AP 03/01/22 0038302	GOLD FALLS VILLA	460.00		02/28/22
1448	HAP_Shuman J 032022 09/22 AP 03/01/22 0038344	WEVERINK, RANDY	725.00		02/28/22
1410	HAP_Archer D 032022	, and the second			
1448	09/22 AP 03/01/22 0038299 HAP Juhl A 032022	GEELAN, JOSEPH N.	369.00		02/28/22
1448	09/22 AP 03/01/22 0038299	GEELAN, JOSEPH N.	353.00		02/28/22
7.440	HAP_Becker T 032022	MEDCHON DENGALC IIC	426.00		02/28/22
1448	09/22 AP 03/01/22 0038325 HAP Weaver J 032022	MERSHON RENTALS, LLC	420.00		02/26/22
1448	09/22 AP 03/01/22 0038325	MERSHON RENTALS, LLC	625.00		02/28/22
1448	HAP_Holden K 032022 09/22 AP 03/01/22 0038284	CLARK ENTERPRISES LLC	465.00		02/28/22
	HAP_Galvez Munguia 032022		453.00		02/20/22
1448	09/22 AP 03/01/22 0038284 HAP Hord B 032022	CLARK ENTERPRISES LLC	451.00		02/28/22
1448	09/22 AP 03/01/22 0038284	CLARK ENTERPRISES LLC	216.00		02/28/22
1448	HAP_Bachman K 032022 09/22 AP 03/01/22 0038274	BARTELT PROPERTIES L.C.	558.00		02/28/22
	HAP_Woodward C 032022				

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GROUP NBR	PO Z NBR	ACCTG PER.	TRA	NSACTION	DESCRIPTION	DERTTS	CREDITS	CURRENT
					DEBORTETION			POST DT
FUND 2	17 SECT	TON 8	HOUSING F	UND				
217-2	214-432	.89-6	MISCELLA	NEOUS SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		
1448		09/22	AP 03/01/	22 0038274	BARTELT PROPERTIES L.C.	1,018.00		02/28/22
			no G 0320					/ /
1448				22 0038274	BARTELT PROPERTIES L.C.	509.00		02/28/22
			k L 03202		EDGE MANAGEMENT GROUP, LLC	1 178 00		02/28/22
1448			AP 03/01/ son T 032	22 0038293	EDGE MANAGEMENT GROUP, LLC	1,178.00		02/20/22
1448				22 0038293	EDGE MANAGEMENT GROUP, LLC	764.00		02/28/22
1440			ing C 0320		EDGE REMAGEMENT GROOT, BEC	701.00		02,20,00
1448				22 0038288	COOK CO. HOUSING AUTHORITY	219.00		02/28/22
			dstein K					
1448				22 0038346	WILKEN PROPERTIES, LLC	536.00		02/28/22
	H	AP Bar	fels K 03	2022				
1448				22 0038331	PURDY PROPERTIES, LLC	896.00		02/28/22
			mings A 0					20/20/20
1448				22 0038276	BETH N BROS LLC	853.00		02/28/22
			man D 032		D . I PROPERTIES	509.00		02/28/22
1448				22 0038291	D & J PROPERTIES	509.00		02/20/22
1448			nt F 0320	22 0038291	D & J PROPERTIES	314.00		02/28/22
1440			gers S 032		D & C PROPERTIES	311.00		02,20,22
1448				22 0038291	D & J PROPERTIES	616.00		02/28/22
1110			ry M 0320					
1448				22 0038291	D & J PROPERTIES	336.00		02/28/22
			son T 032					
1448		09/22	AP 03/01/	22 0038291	D & J PROPERTIES	464.00		02/28/22
	H	AP Rec	ld S 03202	2				
1448				22 0038290	CV PROPERTIES, LLC	387.00		02/28/22
			r G 03202			500.00		00/00/00
1448				22 0038290	CV PROPERTIES, LLC	509.00		02/28/22
			ngel A 032		GENERALD BANTLY AGGLOS LIVING	261.00		02/28/22
1448				22 0038337	STANDARD FAMILY ASSIST.LIVING	261.00		02/26/22
1448			shauge T	22 0038280	CEDAR APARTMENTS LLC	409.00		02/28/22
1440			erra C 03		CEDAR AFARIMENTS DEC	403.00		02/20/22
1448				22 0038280	CEDAR APARTMENTS LLC	133.00		02/28/22
			skurth D					
1448				22 0038306	HAUS TO HOME INVESTMENTS	285.00		02/28/22
			r B 03202					
1448		09/22	AP 03/01/	22 0038335	SCHUERMAN PROPERTIES, LLC	835.00		02/28/22
			hmer R 03					
1448				22 0038335	SCHUERMAN PROPERTIES, LLC	1,000.00		02/28/22
			ries P 03			750.00		00/00/00
1448				22 0038339	SWEETING, LARRY	753.00		02/28/22
7.4.4.0			numacher D		THUNDER RIDGE SR.APARTMENTS L	479.00		02/28/22
1448			AP 03/01/ h P 03202	22 0038341	INUNDER KIDGE SK.AFAKIMENIS D	479.00		02/20/22
1448				22 0038341	THUNDER RIDGE SR.APARTMENTS L	448.00		02/28/22
1110			gen R 032		THE PARTY OF THE P			,,
1448				22 0038341	THUNDER RIDGE SR.APARTMENTS L	227.00		02/28/22
		,						

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GROUP NBR	PO ACCTGTRANSACTION NBR PER. CD DATE NUMBE	- R DESCRIPTION	DEBITS	CURRENT CREDITS BALANCE POST DT
	217 SECTION 8 HOUSING FUND			
217-2	2214-432.89-61 MISCELLANEOUS SERVI	CES / HOUS.ASSIST PMTS-OCCUPIED	continued	
21. 1	HAP Stock M 032022	,		
1448		THUNDER RIDGE SR.APARTMENTS L	495.00	02/28/22
	HAP_Howe J 032022			
1448		THUNDER RIDGE SR.APARTMENTS L	236.00	02/28/22
1440	HAP_Wray M 032022	THUNDER RIDGE SR.APARTMENTS L	223.00	02/28/22
1448	09/22 AP 03/01/22 0038341 HAP Schlueter J 032022	THUNDER RIDGE SR.APARIMENIS L	223.00	02/28/22
1448	_	THUNDER RIDGE SR.APARTMENTS L	394.00	02/28/22
	HAP Hayden J 032022			•
1448		THUNDER RIDGE SR.APARTMENTS L	134.00	02/28/22
	HAP_Brown J 032022			
1448		THUNDER RIDGE SR.APARTMENTS L	150.00	02/28/22
2440	HAP_Youngberg L 032022	THUNDER RIDGE SR.APARTMENTS L	458.00	02/28/22
1448	09/22 AP 03/01/22 0038341 HAP Shelton S 032022	THUNDER RIDGE SR.APARIMENTS L	458.00	02/28/22
1448		THUNDER RIDGE SR.APARTMENTS L	414.00	02/28/22
1440	HAP Greene L 032022			
1448		THUNDER RIDGE SR.APARTMENTS L	171.00	02/28/22
	HAP_Garvis C 032022			
1448		THUNDER RIDGE SR.APARTMENTS L	257.00	02/28/22
	HAP Stevens R 032022		202 22	00/00/00
1448		THUNDER RIDGE SR.APARTMENTS L	280.00	02/28/22
1448	HAP_Vognsen P 032022 09/22 AP 03/01/22 0038341	THUNDER RIDGE SR.APARTMENTS L	499.00	02/28/22
1440	HAP Graves D 032022	INONDER RIDGE OR MINKIMENTO E	233.00	02,20,32
1448		THUNDER RIDGE SR.APARTMENTS L	422.00	02/28/22
	HAP Good S 032022			
1448		THUNDER RIDGE SR.APARTMENTS L	368.00	02/28/22
	HAP_Wright S 032022			00/00/00
1448		THUNDER RIDGE SR.APARTMENTS L	287.00	02/28/22
1448	HAP_Ford M 032022 09/22 AP 03/01/22 0038341	THUNDER RIDGE SR.APARTMENTS L	497.00	02/28/22
1440	HAP Henning S 032022	THONDER RIDGE SK. AFARIMENTS I	497.00	02/20/22
1448		THUNDER RIDGE SR.APARTMENTS L	114.00	02/28/22
	HAP Lenz J 032022			
1448	09/22 AP 03/01/22 0038341	THUNDER RIDGE SR.APARTMENTS L	466.00	02/28/22
	HAP_Turner S 032022			4 4
1448		THUNDER RIDGE SR.APARTMENTS L	439.00	02/28/22
1 4 4 0	HAP_Strickland L 032022	MULTIPED DIDGE OF ADADMENTO I	215 00	02/28/22
1448	09/22 AP 03/01/22 0038341 HAP Martin H 032022	THUNDER RIDGE SR.APARTMENTS L	215.00	02/28/22
1448		THUNDER RIDGE SR.APARTMENTS L	211.00	02/28/22
1110	HAP Matthias L 032022			,,
1448		THUNDER RIDGE SR.APARTMENTS L	405.00	02/28/22
	HAP_Lebahn B 032022			
1448		GLENN, MATTHEW	279.00	02/28/22
	HAP_Clayton R 032022		400.00	00/00/00
1448		VILLAGE I AT NINE23 APARTMENT	428.00	02/28/22
	HAP_Gordon Jr. T 032022			

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CITY OF CEDAR FALLS

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANS	ACTION NUMBER				DEB	ITS CR	EDITS	CURRENT BALANCE
												POST DT
כ מוחוק	17 65	כידד ווו ס	שחזופ	ING FUN	D							
						S / HOUS ASS	ST DMTS	-OCCUPTED	continued			
1448	217 7	09/22	ט סע	3/01/22	0038342	VILLAGE T A	NINE23	APARTMENT	500.	0.0		02/28/22
1440				032022	0030342	VIDERIOE I II		***************************************	3001			02/20/22
1448					0038342	VILLAGE I A	NINE23	APARTMENT	237.	0.0		02/28/22
1110				S 03202								,,
1448					0038342	VILLAGE I A	NINE23	APARTMENT	469.	00		02/28/22
				B 03202								
1448					0038342	VILLAGE I A	NINE23	APARTMENT	435	00		02/28/22
				032022								
1448					0038342	VILLAGE I A	NINE23	APARTMENT	287.	00		02/28/22
		HAP Fo										
1448		09/22	AP 0	3/01/22	0038342	VILLAGE I A	NINE23	APARTMENT	116.	00		02/28/22
		HAP_Du	esenb	erg J 0:	32022							
1448		09/22	AP 0	3/01/22	0038342	VILLAGE I A	NINE23	APARTMENT	599.	00		02/28/22
		HAP_Fr										
1448					0038342	VILLAGE I A	NINE23	APARTMENT	425.	00		02/28/22
				032022								
1448					0038342	VILLAGE I A	NINE23	APARTMENT	579	00		02/28/22
				e T 032								00/00/00
1448					0038342	VILLAGE I A	NINE23	APARTMENT	401.	00		02/28/22
				S 03202					2.50	2.0		00/00/00
1448					0038342	VILLAGE I A	NINE23	APARTMENT	368.	00		02/28/22
1 4 4 0				J 0320		WILLIAGO T NO	NITHEON	A DA DOMESTION	454.	3.0		02/28/22
1448					0038342	VILLAGE I A	NINEZS	APAKIMENI	454.	50		02/20/22
1448				y J 0320	0038342	VILLAGE I AT	NTNESS	арартмент	430.	3.0		02/28/22
1440				D 03202		VIDEAGE I A.	MIMES	AFARTMENT	±50.	30		02/20/22
1448					0038342	VILLAGE T AC	NTNE23	APARTMENT	454.	0.0		02/28/22
1710				032022	00303.2	***************************************		*************	-0.50			,,
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	327.	0.0		02/28/22
				D 03202								
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	226.	0.0		02/28/22
				J 03202								
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	106.	00		02/28/22
		HAP Di:	xon S	032022								
1448		09/22	AP 0	3/01/22	0038342	VILLAGE I AT	NINE23	APARTMENT	536.	00		02/28/22
		HAP Cla	ark T	032022								
1448		09/22	AP 0	3/01/22	0038342	VILLAGE I AT	NINE23	APARTMENT	73.	00		02/28/22
				J 032022								
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	350.	00		02/28/22
				S 032022								/ /
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	687.	0.0		02/28/22
				on D 032								00/00/00
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	232.	00		02/28/22
				C 032022			MITMECO	A DA DUMBATU	400	20		02/20/22
1448					0038342	VILLAGE I AT	NINE23	APARTMENT	427.	00		02/28/22
1440				5 032022		WILL DOD T AD	י אדאדיי	A DA DOMENTO	254	30		02/28/22
1448					0038342	VILLAGE I AT	MINEZS	AFAKIMENI	254.	0		02/20/22
1448				J 03202	0038342	VILLAGE I AT	י אדאריי	ΔΟΔΩΨΜΕΝΙΨ	489.	20		02/28/22
1440		03/22	AF U	3/UI/ZZ	0030342	ATTINGE I H	MINEZS	PINKINENI	409.			02/20/22

ACCOUNTING PERIOD 08/2022

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CITY OF CEDAR FALLS

ROUP PO NBR NBR			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
						FOBT DI
UND 217 S	ECTION 8 HOUSING FUND					
217-2214-		JS SERVICE	S / HOUS.ASSIST PMTS-OCCUPIED	continued		
	HAP_Prior L 032022					00/00/00
1448			VILLAGE I AT NINE23 APARTMENT	705.00		02/28/22
1440	HAP Ambrose A 032022		CEDAR FALLS UTILITIES-SEC.8	28.00		02/28/22
1448	09/22 AP 03/01/22 0 Mullins 9837918987	7036261	CEDAR FALLS UTILITIES-SEC.8	28.00		02/20/22
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	154.00		02/28/22
	Bracelly 9823574708					
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	171.00		02/28/22
	Archer 7038175862					
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	78.00		02/28/22
	BALM 4535924167					00/00/00
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	109.00		02/28/22
1448	Thrower 3864735810 09/22 AP 03/01/22 0	1020201	CEDAR FALLS UTILITIES-SEC.8	111.00		02/28/22
1440	Jurries 7681775462	0030201	CEDAR FALLS OTTETTES-SEC.6	111.00		02/20/22
1448	09/22 AP 03/01/22 0	1038281	CEDAR FALLS UTILITIES-SEC.8	125.00		02/28/22
1110	Atkins 1050264405					,,
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	46.00		02/28/22
	Rule 9816666531					
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	149.00		02/28/22
	Archer 9095290344					/ /
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	14.00		02/28/22
1 4 4 0	Guzzle 7174748062	.020203	CEDAD BALLC UNTITELED CEC 0	85.00		02/28/22
1448	09/22 AP 03/01/22 0 BRINER 6898932426	038281	CEDAR FALLS UTILITIES-SEC.8	85.00		02/28/22
1448	09/22 AP 03/01/22 0	0038281	CEDAR FALLS UTILITIES-SEC.8	4.00		02/28/22
1440	Forney 5525104763	7030201	CDDIM TIEDS OTTBITIES DEC.	2.00		,,
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	100.00		02/28/22
	Ross 0212976339					
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	28.00		02/28/22
	Ross 3100498948					/ /
1448	09/22 AP 03/01/22 0	038281	CEDAR FALLS UTILITIES-SEC.8	29.00		02/28/22
1 4 4 0	Holden 1780239031	070001	CEDAR FALLS UTILITIES-SEC.8	100.00		02/28/22
1448	09/22 AP 03/01/22 0 Ambrose 9075028799	1038281	CEDAR FALLS UTILITIES-SEC.8	100.00		02/20/22
1448	09/22 AP 03/01/22 0	1038322	MALBEC PROPERTIES, LLC	416.00		02/28/22
1770	HAP Smith T 032022	050522	PRIDEC INCIDENTED, DEC	120.00		0-7-07
1448	09/22 AP 03/01/22 0	038322	MALBEC PROPERTIES, LLC	249.00		02/28/22
	HAP Stevens B 032022					
1448	09/22 AP 03/01/22 0	038322	MALBEC PROPERTIES, LLC	441.00		02/28/22
	HAP_Halterman A 0320					
1448	09/22 AP 03/01/22 0	038322	MALBEC PROPERTIES, LLC	410.00		02/28/22
	HAP_Himes G 032022			155.00		00/00/00
1448	09/22 AP 03/01/22 0	038322	MALBEC PROPERTIES, LLC	466.00		02/28/22
1440	HAP_Hepker D 032022		CURTOTORDERON BENTALC	596.00		02/28/22
1448	09/22 AP 03/01/22 0 HAP_Ricks F 032022	038283	CHRISTOPHERSON RENTALS	576.00		02/20/22
1448	09/22 AP 03/01/22 0	038283	CHRISTOPHERSON RENTALS	477.00		02/28/22
	HAP_Sumerall T 03202		CHATOLOGISHINDON MINISTED	277100		5-,-5,22

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ROUP NBR	PO	ACCTG		TRANS	ACTION			DEBITS	CREDITS	CURRENT BALANCE
										POST DT
כ תוחוה	17 86	CTION 8	HOIIS	TNG FIIN	ח					
						s / HOUS.ASSIST	PMTS-OCCUPIED	continued		
1448					0038283			688.00		02/28/22
				J 0320						
1448					0038283	CHRISTOPHERSON	RENTALS	533.00		02/28/22
		HAP Hui	ıt M	032022						
1448		09/22	AP 0	3/01/22	0038283	CHRISTOPHERSON	RENTALS	378.00		02/28/22
		HAP Ha								/ /
1448					0038283	CHRISTOPHERSON	RENTALS	149.00		02/28/22
				A 0320		a	D D 1777 1 7 7	7 050 00		00/00/00
1448					0038283	CHRISTOPHERSON	RENTALS	1,050.00		02/28/22
2 4 4 0				K 03202		GUD T GMO DUED GON	DENGRIC	216.00		02/28/22
1448				d S 032	0038283	CHRISTOPHERSON	RENIAUS	210.00		02/20/22
1448					0038283	CHRISTOPHERSON	RENTALS	685.00		02/28/22
1440		HAP ROS			0030203	CHRIBIOFHERDON	KERTALO	000.00		02/20/22
1448					0038283	CHRISTOPHERSON	RENTALS	568.00		02/28/22
1110		HAP Key			000000					. , .,
1448					0038283	CHRISTOPHERSON	RENTALS	643.00		02/28/22
		HAP Dye								
1448		09/22	AP 0	3/01/22	0038324	MELICK, KENT L		591.00		02/28/22
		HAP_Dre	ewelo	w D 032	022					
1448		09/22	AP 0	3/01/22	0038330	PETERSEN, RANDI	EL	753.00		02/28/22
				032022						/ /
1448					0038326	MHP 2216 LINCO	IN STREET, LLC	459.00		02/28/22
				S 0320			V 0000000 110	450.00		00/00/00
1448					0038326	MHP 2216 LINCOL	N STREET, LLC	470.00		02/28/22
1448				S 03202.	0038326	MHP 2216 LINCOI	N STREET LIC	348.00		02/28/22
1440				032022		MAF 2210 DINCOL	IN BIRBEI, DEC	340.00		02/20/22
1448					0038326	MHP 2216 LINCOI	N STREET, LLC	460.00		02/28/22
1110				S 03202						,,
1448					0038326	MHP 2216 LINCOI	N STREET, LLC	575.00		02/28/22
		HAP Ru								
1448					0038295	EPM IOWA		618.00		02/28/22
		HAP_The	ompso	n T 032	022					
1448					0038295	EPM IOWA		411.00		02/28/22
				K 03202						/ /
1448					0038292	DC MANAGEMENT,	LLC	480.00		02/28/22
				032022				266.00		02/28/22
1448					0038319	KROEMER, KRAIG		366.00		02/28/22
1440				L 03202		LEGACY RESIDENT	דאד.	291.00		02/28/22
1448				L 03202	0038321	LEGACI KESIDENI	TAL	291.00		02/20/22
1448					0038327	OWL INVESTMENTS	LLC	509.00		02/28/22
1440				er S 03:		OWD INVESTMENT	, 116	303.00		02,20,22
1448					0038289	CRESCENT CONDO	MINIUMS, LLC	435.00		02/28/22
		HAP Lol					,			_,,
1448					0038305	HARRINGTON'S RE	ENTAL LLC	830.00		02/28/22
				a E 032						
1448					0038297	FERNHOLZ, KARI	L.	1,041.00		02/28/22

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CITY OF CEDAR FALLS

NBR NB	3R	PER.	CD	DATE			DEBITS	CREDITS	CURRENT B <b>ALANCE</b>
								****************	POST DT
					_				
UND 217	SEC'	LION 8	HOUS	ING FUN	ID	CES / HOUS.ASSIST PMTS-OCCUPI	ED continued		
217-2214						ES / HOUS.ASSISI PMIS-OCCUPI	ED Continued		
1440				D 032		ROGERS, DERICK	1,217.00		02/28/22
1448					0038334	ROGERS, DERICK	1,217.00		02/20/22
1448					0038334	ROGERS, DERICK	784.00		02/28/22
1440				d J 032		ROGERD, DERICK	761100		02/20/22
1448					0038313	KAI, BRENT	278.00		02/28/22
				n T 032					. , . ,
1448					0038336	STAND FIRM PROPERTIES LLC	395.00		02/28/22
				032022					
1448					0038348	WYMORE, LARRY R.	532.00		02/28/22
				J 0320					
1448					0038311	JDR PROPERTIES, INC.	161.00		02/28/22
	]	HAP Po	ock V	032022					
1448		09/22	AP 0	3/01/22	0038347	WINGSB, LLC	737.00		02/28/22
	]	HAP_Jol	nnson	A 0320	22				
1448					0038312	JLL EXTENDED STAY INN	191.00		02/28/22
				D 0320					/ /
1448					0038312	JLL EXTENDED STAY INN	319.00		02/28/22
	]			032022			404.00		00/00/00
1448					0038320	LARSEN RENTALS LLC	484.00		02/28/22
				032022	0000000	INDUSTRIBUTED III	F24 00		02/20/22
1448					0038320	LARSEN RENTALS LLC	534.00		02/28/22
1440				03202	0038343	VILLAGE II AT NINE23 APART	MEN 329.00		02/28/22
1448				032022		VIDLAGE II AI NINEZS AFARI	MEN 529.00		02/20/22
1448	,				0038343	VILLAGE II AT NINE23 APART	MEN 430.00		02/28/22
1440	1			o C 032		VIDEAGE II AI MINGES MINGE	250.00		02/20/22
1448					0038343	VILLAGE II AT NINE23 APART	MEN 664.00		02/28/22
1110				K 03202					,,
1448					0038343	VILLAGE II AT NINE23 APART	MEN 424.00		02/28/22
				032022					
1448		09/22	AP 0	3/01/22	0038343	VILLAGE II AT NINE23 APART	MEN 245.00		02/28/22
	1	HAP_Lai	ne S	032022					
1448					0038343	VILLAGE II AT NINE23 APART	MEN 365.00		02/28/22
				03202					4 4
1448					0038343	VILLAGE II AT NINE23 APART	MEN 705.00		02/28/22
	]			J 0320					/ /
1448					0038343	VILLAGE II AT NINE23 APART	MEN 423.00		02/28/22
				B 03202			461.00		00/00/00
1448					0038343	VILLAGE II AT NINE23 APART	MEN 461.00		02/28/22
3.4.4.0	,			s S 032		WILL AGO II AM MINESS ADADM	MEN 424.00		02/28/22
1448	1				0038343	VILLAGE II AT NINE23 APART	424.00		02/20/22
1448				D 0320	0038343	VILLAGE II AT NINE23 APART	MEN 500.00		02/28/22
7440				032022		VIDENCE II AI NINEZS AFARI	500,00		02/20/22
1448					0038343	VILLAGE II AT NINE23 APART	MEN 189.00		02/28/22
1770				S 0320		TANADA II III IIIINNA DEMI	203.00		0=, =0, =0
1448	,				0038343	VILLAGE II AT NINE23 APART	MEN 332.00		02/28/22
				T 0320					

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSA DATE	ACTION NUMBER	DESCRIPT	ION		DEF		CREDITS	CHERENT
FUND 2	17 SE	CTION 8	HOUS	ING FUNI	)							
217-2	214-4	32.89-6	1 MIS	CELLANE	OUS SERVICE	s / HOUS.AS	SIST PMTS-	-OCCUPIED	continued			
1448		09/22 HAP_La	AP 0	3/01/22	0038343	VILLAGE II	AT NINE23	3 APARTMEN	424	.00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	3 APARTMEN	285	.00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	B APARTMEN	436.	.00		02/28/22
1448		09722	AP 0		0038343	VILLAGE II	AT NINE23	B APARTMEN	380.	.00		02/28/22
1448			AP 0	3/01/22	0038343	VILLAGE II	AT NINE23	3 APARTMEN	580	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	3 APARTMEN	676.	00		02/28/22
1448		09/22	AP 0	3/01/22	0038343	VILLAGE II	AT NINE23	B APARTMEN	722.	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	APARTMEN	319.	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	B APARTMEN	461.	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	APARTMEN	357.	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	APARTMEN	100.	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	APARTMEN	179.	00		02/28/22
1448		09722	AP 0		0038343	VILLAGE II	AT NINE23	3 APARTMEN	333.	00		02/28/22
1448		09/22	AP 0		0038343	VILLAGE II	AT NINE23	APARTMEN	214.	00		02/28/22
1448		09/22	AP 0	J 03202	0038315	KLEIN, JUL	IE		219.	00		02/28/22
1448		09/22	AP 0		0038307	HOUSING AU	THORITY OF	JOLIET	1,960.	00		02/28/22
1448		09722	AP 0		0038307	HOUSING AU	THORITY OF	JOLIET	1,067.	00		02/28/22
1448		09/22	AP 0	Q 032022 3/01/22	0038308	HOWARD, BR	AD		1,000.	00		02/28/22
1448		09/22	AP 0	M 03202	0038318	KREMER PRO	PERTIES LI	ıC	422.	00		02/28/22
1448		09/22	AP 0		0038317	KRAAYENBRI	NK, RANDY	L.	715.	00		02/28/22
1448		09/22	AP 0	M 032022 3/01/22	0038317	KRAAYENBRI	NK, RANDY	L.	654.	00		02/28/22
1448		09/22	AP 0		0038317	KRAAYENBRI	NK, RANDY	L.	757.	00		02/28/22
1448		09722	AP 0	032022		CMY PROPER	TIES, LLC		1,222.	00		02/28/22
1448		09/22	AP 0		0038286	CNC INVEST	MENTS, LLC	2	985.	00		02/28/22
1448				o D 0320 3/01/22	0038332	R & R RENT	AL PROPERT	TIES, LLC	478.	00		02/28/22

ACCOUNTING PERIOD 08/2022

PREPARED 03/01/2022, 9:58:37 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER, CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ----- POST DT ----FUND 217 SECTION 8 HOUSING FUND 217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued HAP Gordon A 032022 495.00 1448 09/22 AP 03/01/22 0038277 BUTLER, MICHAEL 02/28/22 HAP Cochran C 032022 1448 09/22 AP 03/01/22 0038309 HUNTER PROPERTY LLC 768.00 02/28/22 HAP Thompson L 032022 1448 09/22 AP 03/01/22 0038304 HAGEDORN, JEREMIAH 778.00 02/28/22 HAP Gottfried L 032022 1448 09/22 AP 03/01/22 0038338 SUNRISE PROPERTIES LLC 609.00 02/28/22 HAP Lake L 032022 1448 09/22 AP 03/01/22 0038316 KOG PROPERTIES LLC 1,225.00 02/28/22 HAP Atkins T 032022 1448 09/22 AP 03/01/22 0038316 KOG PROPERTIES LLC 1,300.00 02/28/22 HAP Archer A 032022 1448 09/22 AP 03/01/22 0038303 GOV, LLC 1,100.00 02/28/22 HAP Guzzle T 032022 1448 09/22 AP 03/01/22 0038279 CARL ERICSON 867.00 02/28/22 HAP Burk B 032022 1448 09/22 AP 03/01/22 0038328 PANHWAR, ABDUL 302.00 02/28/22 HAP Mussman C 032022 1448 09/22 AP 03/01/22 0038314 KIDWELL, STEVE 599.00 02/28/22 HAP Tomlyanovich C 032022 1448 09/22 AP 03/01/22 0038349 WYTH FLATS LLC 1,036.00 02/28/22 HAP Prior D 032022 09/22 AP 03/01/22 0038287 CND PROPERTIES LLC 365.00 02/28/22 1448 HAP Gilmore A 032022 1448 09/22 AP 03/01/22 0038329 PAULSON, JAMES 188.00 02/28/22 HAP Gordon L 032022 1448 09/22 AP 03/01/22 0038294 ELMCREST ESTATES, L.C. 436.00 02/28/22 HAP Davis D 032022 09/22 AP 03/01/22 0038323 MCKERNAN, JAMES M. 587.00 02/28/22 1448 HAP Buchanan J 032022 09/22 AP 03/01/22 0038323 MCKERNAN, JAMES M. 698.00 02/28/22 1448 HAP\_Porter R 032022 09/22 AP 03/01/22 0038298 G P MANAGEMENT LLC 414.00 02/28/22 1448 HAP Wenzel J 032022 09/22 AP 03/01/22 0038340 T.J.J.C. L.L.C. 222.00 02/28/22 1448 HAP\_Hornback K 032022 09/22 AP 03/01/22 0038340 675.00 02/28/22 1448 T.J.J.C. L.L.C. HAP Bracelly J 032022 09/22 AP 03/01/22 0038340 282,00 02/28/22 1448 T.J.J.C. L.L.C. HAP Dornbrock M 032022 1448 09/22 AP 03/01/22 0038300 GERDES III, BENJAMIN P. 596.00 02/28/22 HAP\_Sherwood D 032022 09/22 AP 03/01/22 0038300 1448 GERDES III, BENJAMIN P. 306.00 02/28/22 HAP Allessi S 032022 GERDES III, BENJAMIN P. 918.00 09/22 AP 03/01/22 0038300 02/28/22 1448 HAP Orgell A 032022 1448 09/22 AP 03/01/22 0038310 J & A PROPERTIES 1,189.00 02/28/22 HAP Lowe L 032022

PREPARED 03/01/2022, 9:58:37 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING PAGE 21 ACCOUNTING PERIOD 08/2022

NBR NBR	ACCTGTRANSACTION- PER. CD DATE NUM		DEBITS	CREDITS	CURRENT BALANCE POST DT
מפ לוכ מותוג	CTION 8 HOUSING FUND				
		VICES / HOUS.ASSIST PMTS-OCCUPIED	continued		
1448	09/22 AP 03/01/22 003827		472.00		02/28/22
1448	HAP_Luck J 032022 09/22 AP 03/01/22 003827 HAP Woods N 032022	5 BARTELT RENTALS L.C.	437.00		02/28/22
1448	09/22 AP 03/01/22 003827 HAP Ross S 032022	8 C & H HOLDINGS LLC	798.00		02/28/22
	ACCOUNT TO	TAL	101,423.00	.00	101,423.00
217-2214-4	32.89-65 MISCELLANEOUS SER	VICES / ADMIN FEE DUE OTHERS			
1448	09/22 AP 03/01/22 003828 AF Goldstein K 032022	· ·	34.16		02/28/22
1448	09/22 AP 03/01/22 003830 AF Payne I 032022	7 HOUSING AUTHORITY OF JOLIET	48.79		02/28/22
1448	09/22 AP 03/01/22 003830 AF_Wilson Q 032022	7 HOUSING AUTHORITY OF JOLIET	48.79		02/28/22
	ACCOUNT TO	TAL	131.74	.00	131.74
	FUND TOTAL		101,554.74	<u>.</u> 0 0	101,554.74
	MMUNITY BLOCK GRANT				
FUND 242 ST	UST & AGENCY REET REPAIR FUND				
	BLE TV FUND				
254-1088-4. 1397	08/22 AP 02/19/22 039673	VICES / COMMUNITY PROGRAMMING 6 DEWITT, JASON	170.00		02/23/22
PROJECT#:	UNI WOMEN'S BB-DRAKE	CAMERA OPERATOR			,,
1397	08/22 AP 02/19/22 039674 UNI WOMEN'S BB-DRAKE	4 SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00		02/23/22
PROJECT#: 1397	756 08/22 AP 02/19/22 039674 UNI WOMEN'S BB-DRAKE	2 STOW, CHRISTIAN CAMERA OPERATOR	170.00		02/23/22
PROJECT#:					
1397	08/22 AP 02/19/22 039673 UNI WOMEN'S BB-DRAKE	8 HUNT, PHILLIP CAMERA OPERATOR	170.00		02/23/22
PROJECT#: 1397	756 08/22 AP 02/19/22 039674 UNI WOMEN'S BB-DRAKE	7 WATERS, ROBERT EDWARD PHONE PRODUCER	200.00		02/23/22
PROJECT#:		4 SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00		02/23/22

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GROUP PO NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS BAI	RRENT LANCE
				POST D	Г
FUND 254 CA	BLE TV FUND				
254-1088-4 PROJECT#:		ES / COMMUNITY PROGRAMMING	continued		
1397	08/22 AP 02/17/22 0396735 UNI WRESTLING-WISCONSIN	BENSON, ERIC CAMERA OPERATOR	170.00	02/2	23/22
PROJECT#:					
1397	08/22 AP 02/17/22 0396736 UNI WRESTLING-WISCONSIN	DEWITT, JASON CAMERA OPERATOR	170.00	02/2	23/22
PROJECT#:		MILADA KELITA	100.00	00/1	1 7 /00
1322 PROJECT#:	08/22 AP 02/15/22 0396732 CF BOYS BB-DBQ HEMPSTEAD 759	THORN, KEVIN CAMERA OPERATOR	180.00	02/1	17/22
1322	08/22 AP 02/15/22 0396723	BENSON, ERIC	180.00	02/1	17/22
PROJECT#:	CF BOYS BB-DBQ HEMPSTEAD	CAMERA OPERATOR	180.00	02/1	1/22
1322	08/22 AP 02/15/22 0396730 CF BOYS BB-DBQ HEMPSTEAD	SURMA, JOSEPH EDWARD CAMERA OPERATOR	180.00	02/1	17/22
PROJECT#:					
1322	08/22 AP 02/15/22 0396726 CF BOYS BB-DBQ HEMPSTEAD	DEWITT, JASON CAMERA OPERATOR	180.00	02/1	17/22
PROJECT#:					
1322	08/22 AP 02/15/22 0396727 CF BOYS BB-DBQ HEMPSTEAD	LONGNECKER, JEREMIAH ANNOUNCER	200.00	02/1	17/22
PROJECT#:				20/-	/
1322	08/22 AP 02/15/22 0396728 CF BOYS BB-DBQ HEMPSTEAD	SIMPSON, MARK ANNOUNCER	200.00	02/1	17/22
PROJECT#:	759 08/22 AP 02/15/22 0396729	STOW, CHRISTIAN	160.00	02/1	17/22
PROJECT#:	CF BOYS BB-DBQ HEMPSTEAD	SCORE GFX	160.00	02/1	-1/44
1309	08/22 AP 02/11/22 0396719	LONGNECKER, JEREMIAH	100.00	02/1	15/22
PROJECT#:	CF BOYS BB-WESTERN DBQ	ANNOUNCER	100.00	027.1	.5, 22
1309	08/22 AP 02/11/22 0396718 UNI WRESTLING-IOWA STATE	HUNT, PHILLIP CAMERA OPERATOR	170.00	02/1	15/22
PROJECT#:		ora initial or highly			
1309	08/22 AP 02/11/22 0396721	STOW, CHRISTIAN	170.00	02/1	15/22
	UNI WRESTLING-IOWA STATE	CAMERA OPERATOR			
PROJECT#:					
1309	08/22 AP 02/11/22 0396722 UNI WRESTLING-IOWA STATE	SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00	02/1	15/22
PROJECT#:		DENTER TAGON	170.00	00/3	/
1309	08/22 AP 02/11/22 0396717 UNI WRESTLING-IOWA STATE	DEWITT, JASON CAMERA OPERATOR	170.00	02/1	15/22
PROJECT#:	756 08/22 AP 02/11/22 0396733	WATERS DORFRT FRWARR	100.00	02/1	17/22
PROJECT#:	UNI WRESTLING-IOWA STATE		100.00	02/1	.1/44
FROUECI#:	7.30				
	ACCOUNT TOTAL		3,720.00	.00 3,72	20.00

PREPARED 03/01/2022, 9:58:37 PROGRAM GM360L ACCOUNT ACTIVITY LISTING

PROGRA	M GM	360L						ACCOUNTING :	PERIOD 08/2022
		AR FALLS							
GROUP	PO	ACCTG			CTION				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT

GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 254 CABLE TV FUND FUND TOTAL	3,720.00	. 00	3,720.00
FUND 258 PARKING FUND 258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE 1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES UTILITIES THRU 01/28/22	15.75		02/25/22
ACCOUNT TOTAL	15.75	· 00	15.75
FUND TOTAL	15.75	· 00	15.75
FUND 261 TOURISM & VISITORS  FUND 262 SENIOR SERVICES & COMM CT  262-1092-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES  1224 09/22 AP 02/07/22 0000000 OFFICE EXPRESS OFFICE PRODUCT  COFFEE (X2)  1224 09/22 AP 02/04/22 0000000 OFFICE EXPRESS OFFICE PRODUCT  DECAF COFFEE, CREAMER, STIR STICKS	32.28 57.62		02/25/22 02/25/22
ACCOUNT TOTAL	89.90	<sub>7</sub> 00	89.90
262-1092-423.85-01 UTILITIES / UTILITIES 1289	1,849.27 113.75 1,963.02	. 00	02/25/22 02/25/22 1,963.02
262-1092-423.87-01 RENTALS / RENTALS 1440 08/22 AP 02/23/22 0396751 BRIANNA JEWELL-NEWTON REFUND-SECURITY DEPOSIT	250.00		02/25/22
ACCOUNT TOTAL	250.00	. 00	250.00
FUND TOTAL	2,302.92	.00	2,302.92

FUND 291 POLICE FORFEITURE FUND

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PROGRAM GM360L ACCOUNTING PERIOD 08/2022

CITY OF CEDAR FALLS				
GROUP PO ACCTGTRANSACTION	5			CURRENT
NBR NBR PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
		*		POST DT
FUND 292 POLICE RETIREMENT FUND				
FUND 293 FIRE RETIREMENT FUND				
FUND 294 LIBRARY RESERVE				
FUND 295 SOFTBALL PLAYER CAPITAL				
FUND 296 GOLF CAPITAL				
FUND 297 REC FACILITIES CAPITAL				
FUND 298 HEARST CAPITAL				
298-2280-423.89-39 MISCELLANEOUS SERVICES	·	05 000 00		00/55/50
	CLOUD STUDY LLC	25,000.00		02/17/22
50% PUBLIC ART PROJECT	RIVER PLACE PLAZA			
ACCOUNT TOTAL		25,000.00	<b>200</b>	25,000.00
110000111 1011111		20,000.00		,
FUND TOTAL		25,000.00	<b>⊋</b> 00	25,000.00

FUND 311 DEBT SERVICE FUND FUND 402 WASHINGTON PARK FUND

FUND 404 FEMA

FUND 405 FLOOD RESERVE FUND

FUND 407 VISION IOWA PROJECT

FUND 408 STREET IMPROVEMENT FUND

FUND 410 CORONAVIRUS LOCAL RELIEF

FUND 430 2004 TIF BOND

FUND 431 2014 BOND

FUND 432 2003 BOND

FUND 433 2001 TIF FUND 434 2000 BOND

FUND 434 2000 BOND

FUND 436 2012 BOND

FUND 437 2018 BOND

FUND 438 2020 BOND FUND

FUND 439 2008 BOND FUND

FUND 443 CAPITAL PROJECTS

FUND 472 PARKADE RENOVATION

FUND 473 SIDEWALK ASSESSMENT

FUND 483 ECONOMIC DEVELOPMENT

FUND 484 ECONOMIC DEVELOPMENT LAND

FUND 541 2018 STORM WATER BONDS

FUND 544 2008 SEWER BONDS

FUND 545 2006 SEWER BONDS

FUND 546 SEWER IMPROVEMENT FUND

FUND 547 SEWER RESERVE FUND

FUND 548 1997 SEWER BOND FUND

FUND 549 1992 SEWER BOND FUND

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 ACCOUNT ACTIVITY LISTING
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 PROGRAM GM360L
 ACCOUNTING PERIOD 08/2022

CITY	OF	CEDAR	FALLS	

GROUP PO ACCTGTRANSACTION			CURRENT
NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	BALANCE
			POST DT
FUND 550 2000 SEWER BOND FUND FUND 551 REFUSE FUND 551-6685-436.85-01 UTILITIES / UTILITIES			
1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES UTILITIES THRU 01/28/22	44.71		02/25/22
ACCOUNT TOTAL	44.71	.00	44.71
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 1440 08/22 AP 02/15/22 0396749 BLACK HAWK CO.LANDFILL	19,926.61		02/25/22
LANDFILL SRV:2/1-2/15/22			
ACCOUNT TOTAL	19,926.61	<b>⊋</b> 00	19,926.61
FUND TOTAL	19,971.32	.00	19,971.32
FUND 552 SEWER RENTAL FUND			
552-6655-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION 1440 08/22 AP 02/02/22 0396755 WILLIAMS, MORGAN RMB:CDL TRAIN AND TEST ONLINE	495.00		02/25/22
ACCOUNT TOTAL	495.00	.00	495.00
552-6655-436.85-01 UTILITIES / UTILITIES			
1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES UTILITIES THRU 01/28/22	4,566.02		02/25/22
ACCOUNT TOTAL	4,566.02	.00	4,566.02
552-6665-436.85-01 UTILITIES / UTILITIES			
1440 08/22 AP 01/28/22 0396753 CEDAR FALLS UTILITIES UTILITIES THRU 01/28/22	17,514.25		02/25/22
ACCOUNT TOTAL	17,514.25	.00	17,514.25
FUND TOTAL	22,575.27	.00	22,575.27

FUND 553 2004 SEWER BOND FUND 555 STORM WATER UTILITY PREPARED 03/01/2022, 9:58:37 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNT ACTIVITY LISTING PAGE 26 ACCOUNTING PERIOD 08/2022

CITY OF CEDAR FALLS			
GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 570 SEWER ASSESSMENT FUND 606 DATA PROCESSING FUND			
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT			
1397 08/22 AP 02/06/22 0396746 U.S. CELLULAR CELL PHONE:2/6-3/6/22	34.75		02/23/22
1440 08/22 AP 02/06/22 0396754 U.S. CELLULAR WIRELESS SRV:2/6-3/5/22	2,599.83		02/25/22
ACCOUNT TOTAL	2,634.58	W 0 0	2,634.58
FUND TOTAL	2,634.58	400	2,634.58
FUND 680 HEALTH INSURANCE FUND FUND 681 HEALTH SEVERANCE FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND FUND 686 PAYROLL FUND 686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE 1397 08/22 AP 02/23/22 0396745 TEAMSTERS LOCAL #238 UNION DUES-FEBRUARY 2022	4,642.28		02/23/22
ACCOUNT TOTAL	4,642.28	00	4,642.28
FUND TOTAL	4,642.28	. 00	4,642.28
FUND 687 WORKERS COMPENSATION FUND FUND 688 LTD INSURANCE FUND FUND 689 LIABILITY INSURANCE FUND FUND 724 TRUST & AGENCY FUND 727 GREENWOOD CEMETERY P-CARE FUND 728 FAIRVIEW CEMETERY P-CARE FUND 729 HILLSIDE CEMETERY P-CARE FUND 729 FLOOD LEVY  GRAND TOTAL	257,429.82	.53	257,429.29
GRAND TOTAL	431,443.04	* 53	431,443.23

Item 23.

Council Invoices for Council Meeting 03/07/22

PREPARED 03/01/2022, 9:25:36 PROGRAM GM360L

CITY OF CEDAR FALLS

ACCOUNTING PERIOD 08/2022

NBR N				DEBITS		
						POST DT
	GENERAL FUND					
101-100 1328	8-441.71-01 OFFICE SUPPLIES / OFF 09/22 AP 02/17/22 0000000		OFFICE PRODUCT	10.64		03/01/22
	LABELS					20/05/00
1328	09/22 AP 02/17/22 0000000 COPY PAPER 11 x 17	OFFICE EXPRESS	OFFICE PRODUCT	4.31		03/01/22
1328	09/22 AP 02/17/22 0000000 STAMP-SCANNED	OFFICE EXPRESS	OFFICE PRODUCT	10.16		03/01/22
1328	09/22 AP 02/17/22 0000000 POST IT NOTES	OFFICE EXPRESS	OFFICE PRODUCT	.53		03/01/22
1328	09/22 AP 12/31/21 0000000 WATER-606 UNION ROAD	CULLIGAN WATER	CONDITIONING	13.83		03/01/22
	ACCOUNT TOTAL			39.47	.00	39,47
	11000011 101112				***	
101-102	6-441.71-01 OFFICE SUPPLIES / OFF	ICE SUPPLIES				
1328	09/22 AP 02/17/22 0000000	OFFICE EXPRESS	OFFICE PRODUCT	4.26		03/01/22
1328	LABELS 09/22 AP 02/17/22 0000000	OFFICE EXPRESS	OFFICE PRODUCT	.86		03/01/22
1328	COPY PAPER 11 x 17 09/22 AP 02/17/22 0000000	OFFICE EXPRESS	OFFICE PRODUCT	.21		03/01/22
1328	POST IT NOTES 09/22 AP 12/31/21 0000000 WATER-606 UNION ROAD	CULLIGAN WATER	CONDITIONING	5.53		03/01/22
	ACCOUNT TOTAL			10.86	.00	10.86
	8-441.71-01 OFFICE SUPPLIES / OFF			14.10		22/24/22
1328	09/22 AP 02/17/22 0000000 LABELS	OFFICE EXPRESS	OFFICE PRODUCT	14.19		03/01/22
1328	09/22 AP 02/17/22 0000000	OFFICE EXPRESS	OFFICE PRODUCT	5.16		03/01/22
1328	COPY PAPER 11 x 17 09/22 AP 02/17/22 0000000	OFFICE EXPRESS	OFFICE PRODUCT	.70		03/01/22
1328	POST IT NOTES 09/22 AP 12/31/21 0000000	CULLIGAN WATER	CONDITIONING	18.44		03/01/22
	WATER-606 UNION ROAD					
	ACCOUNT TOTAL			38.49	.00	38.49
101-103 1328	8-441.71-01 OFFICE SUPPLIES / OFF 09/22 AP 02/17/22 0000000		OFFICE PRODUCT	4.26		03/01/22
1328	LABELS 09/22 AP 02/17/22 0000000	OFFICE EXPRESS	OFFICE PRODUCT	3.44		03/01/22
	COPY PAPER 11 x 17			0.1		03/01/00
1328	09/22 AP 02/17/22 0000000 POST IT NOTES		OFFICE PRODUCT	.21		03/01/22
1328	09/22 AP 12/31/21 0000000 WATER-606 UNION ROAD	CULLIGAN WATER	CONDITIONING	5.53		03/01/22

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GROUP PO			DEBITS	CREDITS	CURRENT BALANCE
***************************************					POST DT
FUND 101 0	GENERAL FUND	FICE SUPPLIES	continued		
101-1030-	441.71-01 OFFICE SUPPLIES / OFF	TCE SOFFILES			
	ACCOUNT TOTAL		13.44	.00	13.44
101-1038- 1328	441.81-09 PROFESSIONAL SERVICES 09/22 AP 02/17/22 0000000 COPY PAPER 11 x 17	5 / HUMAN RIGHTS COMMISSION OFFICE EXPRESS OFFICE PRODUCT	.34		03/01/22
	ACCOUNT TOTAL		.34	200	. 34
101-1038-	441.81-53 PROFESSIONAL SERVICES	S / JOB NOTICES			
1442	09/22 AP 02/18/22 0000000 JOB AD:REC CTR AQUATICS	CEDAR VALLEY SAVER, INC.	75.00		03/01/22
1442	09/22 AP 02/18/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		03/01/22
1442	JOB AD:PW/TECH II 09/22 AP 01/31/22 0000000	2/17/22 DISPLAY/WEB ADS REGISTER MEDIA	479.30		03/01/22
1442	JOB AD:LAND SURVEYOR 09/22 AP 01/31/22 0000000	1/13/22 DIGITAL AD REGISTER MEDIA	311.35		03/01/22
1442	JOB AD:LAND SURVEYOR 09/22 AP 01/31/22 0000000 JOB AD:PUBLIC SAFETY OFFI	1/16/22 DIGITAL AD REGISTER MEDIA 12/26-1/20/22 PKG ADV	208.35		03/01/22
	ACCOUNT TOTAL		1,149.00	.00	1,149.00
101 1020	441 01 00 PROFESSIONNI SERVICO	A CIVIL CERVICE COMMISSION			
1328		COTTINGHAM & BUTLER INSURANCE SURVEYOR, MECHANIC, MAINTEN	825.00		03/01/22
	ACCOUNT TOTAL		825.00	.00	825.00
101-1049-	441.71-01 OFFICE SUPPLIES / OFF	TICE SUPPLIES			
1328		OFFICE EXPRESS OFFICE PRODUCT	2.13		03/01/22
1328	09/22 AP 02/17/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		03/01/22
1328	COPY PAPER 11 x 17 09/22 AP 02/17/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.11		03/01/22
1328	POST IT NOTES 09/22 AP 12/31/21 0000000 WATER-606 UNION ROAD	CULLIGAN WATER CONDITIONING	2.77		03/01/22
	ACCOUNT TOTAL		5.70	· 0 0	5.70
101-1048- 1328	441.81-29 PROFESSIONAL SERVICES 09/22 AP 03/01/22 0000000 LEGAL SERVICES-MAR'22		3,900.00		03/01/22

PREPARED 03/01/2022, 9:25:36 ACCOUNT ACTIVITY LISTING PROGRAM GM360L PAGE 3 ACCOUNTING PERIOD 08/2022 CITY OF CEDAR FALLS GROUP PO ACCTG ----TRANSACTION---NBR NBR PER. CD DATE NUMBER DESCRIPTION CURRENT DEBITS CREDITS BALANCE

NBR NB	R PER. CD DATE NUMBE	R DESCRIPTION	DEBITS	CREDITS	BALANCE POST DT
FIND 101	GENERAL FUND				1001 01
	-441.81-29 PROFESSIONAL SERVIC	es / Legal consultants	continued		
1328	09/22 AP 03/01/22 0000000 LEGAL SERVICES-MAR'22	SWISHER & COHRT, P.L.C.	2,600.00		03/01/22
1324 PROJECT	09/22 AP 02/01/22 0000000 LGL:GREENHILL VILL.9TH AD		3,287.00		03/01/22
	ACCOUNT TOTAL	և	9,787.00	.00	9,787.00
101-1048 1328	-441.81-30 PROFESSIONAL SERVICE 09/22 AP 03/01/22 0000000 LEGAL SERVICES-MAR'22	ES / LEGAL-CODE ENFORCEMENT SWISHER & COHRT, P.L.C.	1,000.00		03/01/22
	ACCOUNT TOTAL	G.	1,000.00	€00	1,000.00
101-1118	-441.71-01 OFFICE SUPPLIES / O	FFICE SUPPLIES			
1328	09/22 AP 02/17/22 0000000 COPY PAPER 11 x 17	OFFICE EXPRESS OFFICE PRODUCT	.34		03/01/22
1390	09/22 AP 02/10/22 0000000 COPY PAPER FOR ADMIN	OFFICE EXPRESS OFFICE PRODUCT	2.28		03/01/22
	ACCOUNT TOTAL		2.62	. 00	2.62
101-1158 1328	-441.71-01 OFFICE SUPPLIES / OI 09/22 AP 02/17/22 0000000 COPY PAPER 11 x 17	FFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	.34		03/01/22
	ACCOUNT TOTAL		.34	.00	34
101-1199- 1433 PROJECT:	09/22 AP 02/23/22 0000000 OUR TOWN WALL LABELS	RANTS / GRANTS - CULTURAL SERVICE SIGNS BY TOMORROW GOLDSCHMIDT GRANT	100.25		03/01/22
1433	09/22 AP 02/18/22 0000000 HARTMAN VISITING ARTIST	BLACK HAWK COUNTY CONSERVATIO \$200 POL,\$100 ENSHAYAN	300.00		03/01/22
1433	09/22 AP 02/16/22 0000000 POWER STRIP, ADHESIVE, ROLL	O'DONNELL ACE HARDWARE GOLDSCHMIDT GRANT-OUR TWN	62.76		03/01/22
PROJECT	09/22 AP 02/14/22 0000000 OUR TOWN WALL VINYL	SIGNS & DESIGNS, INC. IA ARTS COUNCIL GRANT	35.00		03/01/22
1433	09/22 AP 02/14/22 0000000 OUR TOWN WALL LABELS	SIGNS BY TOMORROW IA ARTS COUNCIL GRANT	254.25		03/01/22
PROJECT:	‡: 576				
	ACCOUNT TOTAL		752.26	.00	752.26

ACCOUNT ACTIVITY LISTING PAGE 4 PREPARED 03/01/2022, 9:25:36 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 08/2022

ROUP PO	ACCTGTRANSACTION PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE
					POSI DI
	ENERAL FUND 421.31-45 HUMAN DEVELOPMENT GR	AMTS / DEC TRATI CRANTS			
1299	09/22 AP 02/07/22 0000000 TRAIL BENCHES		2,178.00		03/01/22
	ACCOUNT TOTAL		2,178.00	0.0	2,178.00
101-1199-	441.72-19 OPERATING SUPPLIES /	PRINTING			
1442	09/22 AP 02/11/22 0000000 PH NTC CFU DA AMENDMENT	COURIER LEGAL COMMUNICATIONS	36.22		03/01/22
1442		COURIER LEGAL COMMUNICATIONS	30.98		03/01/22
1442	09/22 AP 02/11/22 0000000	COURIER LEGAL COMMUNICATIONS	30.45		03/01/22
1442	PH NTC MCWING 09/22 AP 02/11/22 0000000	COURIER LEGAL COMMUNICATIONS	19.42		03/01/22
1442	PH NTC 2022 ST CONSTRUCTN 09/22 AP 02/11/22 0000000	COURIER LEGAL COMMUNICATIONS	19.95		03/01/22
1442	PH NTC OAK PARK SEWER 09/22 AP 02/11/22 0000000	COURIER LEGAL COMMUNICATIONS	8.92		03/01/22
1442	NTC CSC APPOINTMENT 09/22 AP 02/11/22 0000000	COURIER LEGAL COMMUNICATIONS	40.42		03/01/22
1442	ORDINANCE NO 3004 09/22 AP 02/08/22 0000000	COURIER LEGAL COMMUNICATIONS	27.42		03/01/22
1442	PH NTC MAX LEVY	CONTER BEOME COMMONICATIONS	27,12		00, 01, 11
	ACCOUNT TOTAL		213.78	.00	213.78
	432.71-01 OFFICE SUPPLIES / OFI 09/22 AP 02/18/22 0000000 COPY PAPER	FICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	7.98		03/01/22
	ACCOUNT TOTAL		7.98	a 0 0	7.98
101 0005	412.71-01 OFFICE SUPPLIES / OFF	TOE CURRITEC			
1389	09/22 AP 02/18/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	28.49		03/01/22
1324		OFFICE EXPRESS OFFICE PRODUCT	7.29		03/01/22
1324	GEL PENS 09/22 AP 02/17/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	17.62		03/01/22
1324	GEL PENS 09/22 AP 02/08/22 0000000 POST-IT NOTES	OFFICE EXPRESS OFFICE PRODUCT	.84		03/01/22
	ACCOUNT TOTAL		54.24	00	54.24
101-2245	442.71-01 OFFICE SUPPLIES / OFF	TOP SIIDDITES			
		OFFICE EXPRESS OFFICE PRODUCT	22.79		03/01/22

ACCOUNT ACTIVITY LISTING PAGE 5 PREPARED 03/01/2022, 9:25:36 PROGRAM GM360L CITY OF CEDAR FALLS ACCOUNTING PERIOD 08/2022

GROUP PO	ACCTGTRANSACTION				CURRENT
NBR NBR	PER. CD DATE NUMBER		DEBITS	CREDITS	BALANCE POST DT
FUND 101 G	ENERAL FUND				
101-2245-4	442.71-01 OFFICE SUPPLIES / OFF	FICE SUPPLIES	continued		
1389		OFFICE EXPRESS OFFICE PRODUCT	15.36		03/01/22
	ACCOUNT TOTAL		38.15	.00	38.15
	442.72-19 OPERATING SUPPLIES /		06.70		02/01/22
1442	09/22 AP 02/03/22 0000000 P & Z NTC	COURTER LEGAL COMMUNICATIONS	26.78		03/01/22
	ACCOUNT TOTAL		26.78	. 00	26.78
	423.73-55 OTHER SUPPLIES / MEDI		000.00		02/01/02
1327	09/22 AP 01/31/22 0000000 ADVERTISING	ICAN, INC	200.00		03/01/22
1327	09/22 AP 12/27/21 0000000 ADVERTISING	ICAN, INC.	400.00		03/01/22
1327	09/22 AP 11/29/21 0000000 ADVERTISING	ICAN, INC	1,050.00		03/01/22
	ACCOUNT TOTAL		1,650.00	.00	1,650.00
101-2253-4	423.86-30 REPAIR & MAINTENANCE	/ MAINTENANCE & UPKEEP			
1452	09/22 AP 02/18/22 0000000 REC CENTER RUGS	ARAMARK	17.50		03/01/22
1327	09/22 AP 02/11/22 0000000 REC CENTER MATS	ARAMARK	17.50		03/01/22
1327	09/22 AP 02/04/22 0000000 REC CENTER MATS	ARAMARK	17.50		03/01/22
1327	09/22 AP 01/31/22 0000000	CULLIGAN WATER CONDITIONING	73.75		03/01/22
1327	JAN CULLIGAN SERVICE 09/22 AP 01/28/22 0000000	ARAMARK	17.50		03/01/22
1327	REC CENTER MATS 09/22 AP 01/24/22 0000000	CITY LAUNDERING CO.	33.96		03/01/22
1327	RESTOCK 1ST AID CABINET 09/22 AP 06/01/21 0000000 WATER MANAGEMENT SERVICE	IOWA WATER MANAGEMENT CORP. (	58.00		03/01/22
	ACCOUNT TOTAL		235.71	. 00	235.71
101-2280-	423.72-70 OPERATING SUPPLIES /	CLASSROOM SUPPLIES			
1433	09/22 AP 02/21/22 0000000 CLAY AND UNDERGLAZES		558.21		03/01/22
1433	09/22 AP 02/11/22 0000000 SANDPAPER, DREMMEL, PLASTIC	O'DONNELL ACE HARDWARE FOR CERAMIC LAB	22.37		03/01/22

ACCOUNTING PERIOD 08/2022

PREPARED 03/01/2022, 9:25:36 ACCOUNT ACTIVITY LISTING
PROGRAM GM360L

CITY OF CEDAR FALLS

...... GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION \_\_\_\_\_ POST DT ----FUND 101 GENERAL FUND 101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES continued ACCOUNT TOTAL 580.58 .00 580.58 101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES 8.69 03/01/22 1433 09/22 AP 02/23/22 0000000 O'DONNELL ACE HARDWARE HACKSAW 09/22 AP 02/10/22 0000000 SIGNS & DESIGNS, INC. 70.00 03/01/22 1433 EDDIE BOWLES WALL VINYL ACCOUNT TOTAL 78.69 .00 78.69 101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE 03/01/22 1433 09/22 AP 02/11/22 0000000 KENYON, JAMES 169.49 PLUS SHIPPING. CAT NAMED FATIMA BOOKS 09/22 AP 12/08/21 0000000 ICE CUBE PRESS 03/01/22 1433 179.91 MOON OF SNOW BLIND BOOKS 349.40 ...00 349.40 ACCOUNT TOTAL 101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 1433 09/22 AP 02/23/22 0000000 O'DONNELL ACE HARDWARE 20.99 03/01/22 LIGHT BULBS FOR RECEPTION 20.99 .00 20.99 ACCOUNT TOTAL 101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 1433 09/22 AP 02/18/22 0000000 BLACK HAWK COUNTY CONSERVATIO 200.00 03/01/22 HARTMAN RESERVE VISITING ARTIST SPONSORSHIP 9.16 03/01/22 1433 09/22 AP 02/18/22 0000000 ARAMARK RUG SERVICE 1433 09/22 AP 02/14/22 0000000 NEYMEYER, ROBERT J 75.00 03/01/22 SPEAKER FOR LUNCH/LEARN 1433 09/22 AP 02/11/22 0000000 ARAMARK 9.16 03/01/22 RUG SERVICE 1433 09/22 AP 01/14/22 0000000 WAACK, EVELYN D 235.00 03/01/22 MANDALAS WORKSHOP TUESDAYS 2/22-3/22 ACCOUNT TOTAL 528.32 - 00 528.32 101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION 09/22 AP 02/16/22 0000000 KAREN'S PRINT-RITE 459.00 03/01/22 1433 OUR TOWN POSTCARDS PROJECT#: 576 ACCOUNT TOTAL 459.00 .00 459.00

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ROUP PO ACCTO	GTRANSACTION CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
'UND 101 GENERAL I	ZUMD				
	)1 OFFICE SUPPLIES / OF	TOE SUDDITES			
1328 09/22	2 AP 02/17/22 0000000 PAPER 11 x 17	OFFICE EXPRESS OFFICE PRODUCT	. 69		03/01/22
1422 09/22		OFFICE EXPRESS OFFICE PRODUCT	22.34		03/01/22
	ACCOUNT TOTAL		23.03	.00	23.03
101-4511-414.72-	2 OPERATING SUPPLIES /	LAUNDRY			
1422 09/22	2 AP 02/18/22 0000000 5-STATION #1	ARAMARK	7.25		03/01/22
1422 09/22	2 AP 02/18/22 0000000 3:MATS-PSS BUILDING	ARAMARK	13.65		03/01/22
1422 09/22	2 AP 02/11/22 0000000 5-STATION #1	ARAMARK	7.25		03/01/22
1422 09/22	2 AP 02/11/22 0000000 S;MATS-PSS BUILDING	ARAMARK	13.65		03/01/22
1422 09/22	2 AP 02/04/22 0000000 S-STATION #1	ARAMARK	7.25		03/01/22
1422 09/22	2 AP 02/04/22 0000000 S;MATS-PSS BUILDING	ARAMARK	13.65		03/01/22
	ACCOUNT TOTAL		62.70	. 00	62.70
1422 09/22	0 OPERATING SUPPLIES / 2 AP 02/17/22 0000000 BLE LIGHTUP LOCKBOX		31.99		03/01/22
	ACCOUNT TOTAL		31.99	.00	31.99
101-4511-414.72-	19 OPERATING SUPPLIES /	PRINTING			
1422 09/22	AP 02/17/22 0000000 INSPECTION BROCHURES	STOREY KENWORTHY	480.00		03/01/22
1422 09/22	AP 02/17/22 0000000 PRE-INSP.CHECKLISTS	STOREY KENWORTHY	480.00		03/01/22
1422 09/22	2 AP 02/17/22 0000000 CONTACT BROCHURES	STOREY KENWORTHY	480.00		03/01/22
	ACCOUNT TOTAL		1,440.00	.00	1,440.00
101 4511 414 50	O ODEDATING GUDDLESS /	OPET CED C POLIT DMENIT			
1422 09/22	20 OPERATING SUPPLIES / 2 AP 02/18/22 0000000 UT GEAR-GLOVES	SANDRY FIRE SUPPLY, L.L.C.	81.95		03/01/22
	ACCOUNT TOTAL		81.95	.00	81.95

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ROUP PONBR NB	R PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
					POST DT
JND 101	GENERAL FUND				
101-4511	-414.83-06 TRANSPORTATION&EDUCA				
1422	09/22 AP 04/14/22 0000000	DAVENPORT, CITY OF	50.00		03/01/22
	REG: READING SMOKE-DOUGAN	DAVENPORT OF	50.00		03/01/22
1422	09/22 AP 04/14/22 0000000 REG:READING SMOKE-LADAGE	DAVENPORT, CITY OF DAVENPORT	50.00		03/01/22
1422	09/22 AP 04/14/22 0000000	DAVENFORT DAVENPORT, CITY OF	50.00		03/01/22
	REG: READING SMOKE-BECKNER	DAVENPORT			
1422	09/22 AP 04/14/22 0000000	DAVENPORT, CITY OF	50.00		03/01/22
	REG:READING SMOKE-SHAFER	DAVENPORT			
1422	09/22 AP 04/14/22 0000000	DAVENPORT, CITY OF	50.00		03/01/22
	REG: READING SMKE-MCNAMARA	DAVENPORT	0 100 06		02/01/22
1422	09/22 AP 01/10/22 0000000	HAWKEYE COMMUNITY COLLEGE	2,180.26		03/01/22
	REG:EMT CSET. LENOX	01/10/22-05/11/22			
	ACCOUNT TOTAL		2,430.26	.00	2,430.26
	-415.71-01 OFFICE SUPPLIES / OF		.69		03/01/22
1328	09/22 AP 02/17/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.69		03/01/22
1439	COPY PAPER 11 x 17 09/22 AP 02/16/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	122.70		03/01/22
-437	3-HOLE PUNCH; POST-ITS	RUBBER BANDS	122.70		03/01/22
1439	09/22 AP 02/15/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.72		03/01/22
	PENS				
1439	09/22 AP 02/14/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	100.72		03/01/22
	PAPER; PENS; TABLET HOLDER	CALENDAR			
1439	09/22 AP 02/14/22 0000000 PENS	OFFICE EXPRESS OFFICE PRODUCT	3.14		03/01/22
	ACCOUNT TOTAL		229.97	.00	229.97
101-5521	-415.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES			
1439	09/22 AP 02/22/22 0000000	MARTIN BROS.DISTRIBUTING	15.99		03/01/22
	COFFEE FILTERS-PD KITCHEN				/ /
1422	09/22 AP 02/18/22 0000000	ARAMARK	13.65		03/01/22
	TOWELS; MATS-PSS BUILDING	DEG WOTWER CONNER WEG CO	54.35		03/01/22
1439	09/22 AP 02/16/22 0000000	DES MOINES STAMP MFG. CO. KRUEGER/MERCADO	54.35		03/01/22
1439	NOTARY STAMPS 09/22 AP 02/15/22 0000000	MARTIN BROS.DISTRIBUTING	117.35		03/01/22
.439	CUPS/PLATES-PD KITCHEN	MAKIIN BRODIDIRIBOIING	227100		00, 01, 11
1439	09/22 AP 02/14/22 0000000	RAY MOUNT WRECKER SERVICE, IN	360.00		03/01/22
	TOW EQUINOX TO IMPOUND	#22-008091			
1439	09/22 AP 02/14/22 0000000	RASMUSSON CO., THE	400.00		03/01/22
	TOW STOLEN ECONOLINE VAN	#22-000285			/ /
	09/22 AP 02/11/22 0000000	ARAMARK	13.65		03/01/22
1422					
	TOWELS; MATS-PSS BUILDING	DACMUCCON CO THE	75 00		03/01/22
1422 1439	TOWELS; MATS-PSS BUILDING 09/22 AP 02/11/22 0000000 TOW SANTE FE TO BLUFF ST.	RASMUSSON CO., THE #22-009113	75.00		03/01/22

ACCOUNTING PERIOD 08/2022

PREPARED 03/01/2022, 9:25:36 ACCOUNT ACTIVITY LISTING PROGRAM GM360L

CITY OF CEDAR FALLS

...... GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ---FUND 101 GENERAL FUND 101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued MAILBOX & LOCKER NAMETAGS OPPMAN/ETRINGER RASMUSSON CO., THE 75.00 03/01/22 1439 09/22 AP 02/07/22 0000000 TOW SANTE FE TO PSS BLDG. #22-009113 03/01/22 1422 09/22 AP 02/04/22 0000000 ARAMARK 13.65 TOWELS; MATS-PSS BUILDING 1439 09/22 AP 02/03/22 0000000 DRIVERS LICENSE GUIDE COMPANY 47.00 03/01/22 2022 ID CHECKING GUIDE(2) 09/22 AP 01/13/22 0000000 KWIK TRIP, INC. 03/01/22 1439 720.00 200 CAR WASH CARDS-PD 1,939.64 . 00 ACCOUNT TOTAL 1,939.64 101-5521-415.72-24 OPERATING SUPPLIES / AMMUNITION 09/22 AP 02/04/22 0000000 KIESLER'S POLICE SUPPLY, INC. 1439 2,788.00 03/01/22 223REM 55 GRAIN AMMO 10 CASES 09/22 AP 02/04/22 0000000 KIESLER'S POLICE SUPPLY, INC. 2,830.50 1439 03/01/22 9MM PRACTICE AMMO 15 CASES .00 5,618,50 ACCOUNT TOTAL 5,618.50 101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 09/22 AP 02/15/22 0000000 IOWA LAW ENFORCEMENT ACADEMY 1439 150.00 03/01/22 EVALUATION OF MMPI-2/10 ASHLEY LUCK 09/22 AP 02/15/22 0000000 IOWA LAW ENFORCEMENT ACADEMY 1439 150.00 03/01/22 KYLE JANIKOWSKI EVALUATION OF MMPI-2/10 .00 ACCOUNT TOTAL 300.00 300.00 101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION 09/22 AP 02/17/22 0000000 MIDWEST GANG INVEST.ASSOC.-IA 300.00 03/01/22 1439 REG:MGIA CONF.-B.MADSEN DUBUOUE 1439 09/22 AP 02/17/22 0000000 MIDWEST GANG INVEST.ASSOC.-IA 300.00 03/01/22 REG:MGIA CONF.-C.BARRON DUBUQUE 1439 09/22 AP 02/17/22 0000000 MIDWEST GANG INVEST.ASSOC.-IA 300.00 03/01/22 REG:MGIA CONF.-A.HANCOCK DUBUOUE IOWA LAW ENFORCEMENT ACADEMY 09/22 AP 02/16/22 0000000 150.00 03/01/22 1439 DEF.TACT.RECERT.-Z.LADAGE JOHNSTON: 02/14/22 09/22 AP 02/09/22 0000000 IOWA LAW ENFORCEMENT ACADEMY 250.00 03/01/22 1439 ONLINE ACADEMY-K.ETRINGER 1,300.00 .00 1,300.00 ACCOUNT TOTAL 101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE 50.99 03/01/22 09/22 AP 02/18/22 0000000 BROWNELLS, INC. ARMORER'S WRENCH

ACCOUNT ACTIVITY LISTING PREPARED 03/01/2022, 9:25:36 ACCOUNTING PERIOD 08/2022 PROGRAM GM360L

CITY OF CEDAR FALLS

...... GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE continued 50.99 .00 50.99 ACCOUNT TOTAL 101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE 03/01/22 1439 09/22 AP 02/22/22 0000000 SANDEE'S LIMITED 414.20 HONOR GUARD UNIFORM ADDS .00 414.20 ACCOUNT TOTAL 414.20 101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY 03/01/22 1439 09/22 AP 02/10/22 0000000 CEDAR BEND HUMANE SOCIETY 1,053.00 JAN'22 ANIMAL SURRENDER 09/22 AP 02/02/22 0000000 WATERLOO, CITY OF 4,599.00 03/01/22 1439 ANIMAL CALLS; 12/1-12/31 12/1-12/31/21 WATERLOO, CITY OF 5,591.25 03/01/22 1439 09/22 AP 02/01/22 0000000 ANIMAL CALLS;11/1-11/30 11/1-11/30/21 1439 09/22 AP 11/03/21 0000000 WATERLOO, CITY OF 6,667.50 03/01/22 ANIMAL CALLS; 10/1-10/31 10/1-10/31/21 ACCOUNT TOTAL 17,910.75 .00 17,910.75 101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 03/01/22 1390 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 3.03 COPY PAPER FOR CEMETERY .00 3.03 ACCOUNT TOTAL 3.03 101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 03/01/22 09/22 AP 02/15/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 261.98 1390 TISSUES, LINERS PROJECT#: 062503 09/22 AP 02/11/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 152.19 03/01/22 SOAP, URINAL SCREENS PROJECT#: 062507 MENARDS-CEDAR FALLS 89.99 03/01/22 1387 09/22 AP 02/10/22 0000000 PLASTIC-COVER FURNITURE IN STORAGE PROJECT#: 062501 269.97 03/01/22 1387 09/22 AP 02/10/22 0000000 MENARDS-CEDAR FALLS PLASTIC-COVER FURNITURE IN STORAGE PROJECT#: 062501 3.65 03/01/22 1387 09/22 AP 02/10/22 0000000 MENARDS-CEDAR FALLS MOUNTING BRACKETS PROJECT#: 062506 03/01/22 1390 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 144.31 TISSUES, TOWELS, LINER, SOAP

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ACCOUNTING PERIOD 08/2022 PROGRAM GM360L CITY OF CEDAR FALLS \_\_\_\_\_\_ CURRENT GROUP PO ACCTG ----TRANSACTION----

NBR NBR	PER. CD DATE NUMBER		DEBITS	CREDITS	BALANCE POST DT
FUND 101 GE	NERAL FUND				
	46.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES	continued		
1390	09/22 AP 02/10/22 0000000 TISSUES,TOWELS,LINER,SOAP	OFFICE EXPRESS OFFICE PRODUCT	139.92		03/01/22
PROJECT#:	062506				
1390	09/22 AP 02/10/22 0000000 TISSUES,TOWELS,LINER,SOAP	OFFICE EXPRESS OFFICE PRODUCT	216.20		03/01/22
PROJECT#:					/ /
1390	09/22 AP 02/10/22 0000000 COPY PAPER FOR PUB BLDG	OFFICE EXPRESS OFFICE PRODUCT	2.28		03/01/22
1387 PROJECT#:	09/22 AP 02/09/22 0000000 WALL ANCHORS 062501	MENARDS-CEDAR FALLS	6.99		03/01/22
1387	09/22 AP 02/08/22 0000000 LIGHT BULBS	ECHO GROUP, INC.	147.32		03/01/22
PROJECT#:	062503				
1387	09/22 AP 02/07/22 0000000 HANGING CLIPS	MENARDS-CEDAR FALLS	3.22		03/01/22
PROJECT#:					00/01/00
1299	09/22 AP 01/31/22 0000000 SMOKE/CO DETECTOR, CLAMPS	MENARDS-CEDAR FALLS KREG SIG SYSTEM, SCREW KIT	181.85		03/01/22
PROJECT#:		V-V-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0		84.80	02/01/02
1299	09/22 AP 01/31/22 0000000 RETURN SMOKE/CO ALARMS	MENARDS-CEDAR FALLS		84.80	03/01/22
PROJECT#:		III THE THO	363.38		03/01/22
1299 PROJECT#:	09/22 AP 01/28/22 0000000 SAFETY DIVIDERS FOR 062501	ULINE, INC. COUNCIL TABLES	363.36		03/01/22
11.00 Δ σ τ π .	ACCOUNT TOTAL		1,983.25	84.80	1,898.45
101-6616-4	46.73-06 OTHER SUPPLIES / BUII	LDING REPAIR			
1299	09/22 AP 02/11/22 0000000 WATER FITTINGS FOR WATER	O'DONNELL ACE HARDWARE HEATER	56.98		03/01/22
PROJECT#:					22/22/22
1387	09/22 AP 02/11/22 0000000 WATER HEATER-TRANS STATIO	MENARDS-CEDAR FALLS	299.00		03/01/22
PROJECT#:		0.0000000000000000000000000000000000000	8.69		02/01/20
1299	09/22 AP 02/09/22 0000000 ADHESIVE	O'DONNELL ACE HARDWARE	8.69		03/01/22
PROJECT#:		OLDOWNELL AGE HADDWADE	2.30		03/01/22
1299	09/22 AP 02/08/22 0000000 SCREWS	O'DONNELL ACE HARDWARE	2.30		03/01/22
PROJECT#:	062507 09/22 AP 02/08/22 0000000	O'DONNELL ACE HARDWARE	13.69		03/01/22
PROJECT#:	DOOR WEATHER STRIPPING	O DOMMENT ACE HARDWARE	13.09		03/ 01/22
1299	09/22 AP 02/07/22 0000000	CONTROL INSTALLATIONS OF IOWA	230.00		03/01/22
1299	DOOR OPENER REPAIR	HEARST CENTER	230.00		00, 02, 22

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR continued PROJECT#: 062505 09/22 AP 02/07/22 0000000 POLK'S LOCK SERVICE, INC. 325.00 03/01/22 1390 DOOR CLOSER-TRANS STATION PROJECT#: 062506 09/22 AP 02/02/22 0000000 AIRE SERV.OF THE CEDAR VALLEY 169.00 03/01/22 1299 HVAC REPAIR PROJECT#: 062505 ⊚00 1,104.66 1,104.66 ACCOUNT TOTAL 101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS 28.80 03/01/22 1387 09/22 AP 02/18/22 0000000 ARAMARK MAT SERVICE PROJECT#: 062506 09/22 AP 02/14/22 0000000 PROSHIELD FIRE & SECURITY 84.50 03/01/22 1390 INSPECT FIRE EXTINGUISHER PROJECT#: 062508 28.80 03/01/22 1299 09/22 AP 02/11/22 0000000 ARAMARK MAT SERVICE 062506 PROJECT#: 03/01/22 09/22 AP 02/11/22 0000000 ARAMARK 13.00 MAT SERVICE PROJECT#: 062501 03/01/22 1299 09/22 AP 02/04/22 0000000 ARAMARK 28.80 MAT SERVICE PROJECT#: 062506 1299 09/22 AP 02/04/22 0000000 ARAMARK 13.00 03/01/22 MAT SERVICE PROJECT#: 062501 1299 09/22 AP 01/25/22 0000000 TK ELEVATOR CORPORATION 194.52 03/01/22 ELEVATOR REPAIR PROJECT#: 062503 .00 391.42 ACCOUNT TOTAL 391.42 101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING 03/01/22 09/22 AP 02/09/22 0000000 AIRE SERV.OF THE CEDAR VALLEY 1,049.32 1387 HVAC REPAIR PROJECT#: 062508 ACCOUNT TOTAL 1,049.32 1,049.32 101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 1299 09/22 AP 02/02/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 201.66 03/01/22 URINAL SCREEN, SOAP PROJECT#: 062507

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS BALANCE NBR NBR PER. CD DATE NUMBER DESCRIPTION POST DT ----FUND 101 GENERAL FUND 101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS continued ...00 201.66 201.66 ACCOUNT TOTAL 101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 09/22 AP 02/18/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 28.49 03/01/22 1389 COPY PAPER 7,30 03/01/22 1324 09/22 AP 02/17/22 0000000 OFFICE EXPRESS OFFICE PRODUCT GEL PENS 17.61 03/01/22 1324 09/22 AP 02/17/22 0000000 OFFICE EXPRESS OFFICE PRODUCT GEL PENS .84 09/22 AP 02/08/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 03/01/22 1324 POST-IT NOTES ACCOUNT TOTAL 54.24 .00 54.24 101-6625-432.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 09/22 AP 01/27/22 0000000 IOWA DEPT-TRANSPORTATION 165.34 03/01/22 1324 AMERICAN CUBE MOLD AIR METER GAUGE 09/22 AP 01/25/22 0000000 IOWA DEPT-TRANSPORTATION 246.00 03/01/22 1324 AIR METER 9159 IOWA DEPT-TRANSPORTATION 173.00 03/01/22 09/22 AP 01/25/22 0000000 1324 AIR METER L-850 IOWA DEPT-TRANSPORTATION 161.00 03/01/22 09/22 AP 01/25/22 0000000 1324 AIR METER BILLING 002 03/01/22 09/22 AP 01/25/22 0000000 IOWA DEPT-TRANSPORTATION 315.00 1324 AIR METER BILLING X-294 161.00 03/01/22 09/22 AP 01/25/22 0000000 IOWA DEPT-TRANSPORTATION 1324 AIR METER BILLING 001 55.00 03/01/22 IOWA DEPT-TRANSPORTATION 1324 09/22 AP 01/25/22 0000000 AIR METER BILLING Z-329 55.00 03/01/22 09/22 AP 01/25/22 0000000 IOWA DEPT-TRANSPORTATION 1324 AIR METER BILLING K-058 .00 1,331.34 1,331.34 ACCOUNT TOTAL 101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT. 03/01/22 09/22 AP 01/13/22 0000000 AECOM TECHNICAL SERVICES, INC 27,694.24 1324 12/4/21-1/7/22 3282-2021 SURVEY SERVICES PROJECT#: 023282 27,694.24 .00 27,694,24 ACCOUNT TOTAL 101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 11.40 03/01/22 1390 COPY PAPER FOR PARKS

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ROUP P NBR NB	O ACCTGTRANSACTION BR PER. CD DATE NUMBER		DEBITS	CREDITS	CURRENT BALANCE - POST DT
	GENERAL FUND -423.71-01 OFFICE SUPPLIES / OF	FICE SUPPLIES	continued		
101 0033	, 423.71 VI OILIEB BOILEIBB / OI				
	ACCOUNT TOTAL		11.40	.00	11.40
101-6633	-423.72-01 OPERATING SUPPLIES /	OPERATING SUPPLIES			
1328	09/22 AP 02/23/22 0000000 CREDIT-OVER PAID ACCOUNT	CITY LAUNDERING CO. FIRST AID SUPPLIES		30.55	03/01/22
1387	09/22 AP 02/21/22 0000000 ROOFING NAILS,UTIL.KNIFE	BENTON BUILDING CENTER	75.19		03/01/22
1387	09/22 AP 02/18/22 0000000 SOFFIT VENT-BIG WOODS	BENTON BUILDING CENTER RESTROOM	236.20		03/01/22
1387	09/22 AP 02/17/22 0000000 FASCIA, EDGING, ACCESSORIES	BENTON BUILDING CENTER BIG WOODS/PRAIRIE LAKES	856.66		03/01/22
1387	09/22 AP 02/17/22 0000000 FRAMING NAILER FOR PARKS	BENTON BUILDING CENTER	360.31		03/01/22
1387	09/22 AP 02/17/22 0000000	BENTON BUILDING CENTER	111.89		03/01/22
1387	BATTERY, FUEL, OIL 09/22 AP 02/17/22 0000000	FOR FRAMING NAILER BUILDERS SELECT LLC	279.99		03/01/22
1387	FRAMING NAILER PARKS 09/22 AP 02/15/22 0000000	BENTON BUILDING CENTER	164.30		03/01/22
1387	LUMBER-BIG WOODS RESTROOM 09/22 AP 02/15/22 0000000	BENTON BUILDING CENTER	31.50		03/01/22
1387	FOAM-BIG WOODS RESTROOM 09/22 AP 02/15/22 0000000	BENTON BUILDING CENTER	71.10		03/01/22
1387	JT HANGER-BIG WOODS 09/22 AP 02/11/22 0000000	RESTROOM COOLEY PUMPING, LLC	115.00		03/01/22
1299	PORTA POTTY EL DORADO 09/22 AP 02/10/22 0000000	BUILDERS SELECT LLC	114.95		03/01/22
1299	PICNIC TABLE REPAIR PARTS 09/22 AP 02/09/22 0000000	BOLTS, NUTS, WASHERS BENTON BUILDING CENTER	317.52		03/01/22
1328	PICNIC TABLE REPAIR 09/22 AP 01/31/22 0000000	CULLIGAN WATER CONDITIONING	51.64		03/01/22
1299	WATER-606 UNION ROAD 09/22 AP 01/27/22 0000000	FASTENAL COMPANY	493.92		03/01/22
1390	SAFETY GLOVES 09/22 AP 01/20/22 0000000	OUTDOOR & MORE	5.25		03/01/22
1390	PROPANE 09/22 AP 01/18/22 0000000	OUTDOOR & MORE	59.90		03/01/22
1434	SNOW SHOVEL 08/22 AP 01/14/22 0139213	BENTON BUILDING CENTER		47.25	02/24/22
1434	VOID CHECK-NEW AMOUINT 08/22 AP 12/14/21 0139213 VOID CHECK-NEW AMOUNT	SILL SEALER DROP TOILET BENTON BUILDING CENTER SAFETY SNAPS		11.48	02/24/22
	ACCOUNT TOTAL		3,345.32	89.28	3,256.04
	FUND TOTAL		89,050.00	174.08	88,875.92

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 203 TAX INCREMENT FINANCING FUND 206 STREET CONSTRUCTION FUND 206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES			
	11.40		03/01/22
ACCOUNT TOTAL	11.40	7.00	11.40
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS 1299 09/22 AP 02/02/22 0000000 MENARDS-CEDAR FALLS STAR BIT	6.99		03/01/22
ACCOUNT TOTAL	6.99	<b>∞</b> 00	6.99
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 1299 09/22 AP 01/27/22 0000000 FASTENAL COMPANY SAFETY GLOVES	493.92		03/01/22
ACCOUNT TOTAL	493.92	00	493.92
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 1387 09/22 AP 02/21/22 0000000 C & C WELDING & SANDBLASTING STEEL FOR TRAFFIC CONTROL TRAILER	717.60		03/01/22
ACCOUNT TOTAL	717.60	.00	717.60
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR 1299 09/22 AP 02/02/22 0000000 MENARDS-CEDAR FALLS BRASS VALVES FOR WASH BAY	12.77		03/01/22
ACCOUNT TOTAL	12.77	<b>₽00</b>	12.77
206-6637-436.73-19 OTHER SUPPLIES / BARRICADES & FLASHERS 1390 09/22 AP 02/16/22 0000000 O'DONNELL ACE HARDWARE	6.69		03/01/22
PAINT FOR STENCILING SIGN  1299 09/22 AP 02/02/22 0000000 AMERICAN TRAFFIC SAFETY MATER  REFLECTION TAPE FOR BARRELS AND CONES	519.74		03/01/22
ACCOUNT TOTAL	526.43	.00	526.43
206-6637-436.73-32 OTHER SUPPLIES / STREETS 1387 09/22 AP 02/12/22 0000000 ASPRO, INC.	97.68		03/01/22
ACCOUNT TOTAL	97.68	.00	97.68

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ACCOUNT TOTAL

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GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE ---- POST DT ----FUND 206 STREET CONSTRUCTION FUND 206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING 09/22 AP 02/18/22 0000000 OUTDOOR & MORE 29.99 03/01/22 1390 BRUSH CUTTING BLADE 29.99 .00 29.99 ACCOUNT TOTAL 206-6637-436.93-01 EQUIPMENT / EQUIPMENT 09/22 AP 02/02/22 0000000 JOHN DEERE CONSTRUCTION RETAI 101,482,67 03/01/22 1299 #272 MID SIZED LOADER PW03244 101,482,67 . 00 ACCOUNT TOTAL 101,482.67 206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1390 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 2.28 03/01/22 COPY PAPER FOR TRAFFIC ACCOUNT TOTAL 2.28 .00 2.28 206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 09/22 AP 02/15/22 0000000 O'DONNELL ACE HARDWARE 5.94 03/01/22 HARDWARE-NUTS & BOLTS 1299 09/22 AP 02/04/22 0000000 MENARDS-CEDAR FALLS 30.77 03/01/22 DAMPRID, TOOL BOX 09/22 AP 02/04/22 0000000 FASTENAL COMPANY 1387 156.38 03/01/22 BOLT.ANCHOR-MOUNTING LTS .00 ACCOUNT TOTAL 193.09 193.09 206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 09/22 AP 02/02/22 0000000 TERRY DURIN CO. 1299 8,100.00 03/01/22 POLE DAMPERS ACCOUNT TOTAL 8,100.00 .00 8,100.00 FUND TOTAL 111,674.82 ...00 111,674.82 FUND 215 HOSPITAL FUND FUND 216 POLICE BLOCK GRANT FUND FUND 217 SECTION 8 HOUSING FUND 217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 09/22 AP 02/18/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 4.56 03/01/22 1389

4.56

.00

4.56

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GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 217 SECTION 8 HOUSING FUND FUND TOTAL 4.56 .00 4.56 FUND 223 COMMUNITY BLOCK GRANT 223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1.14 03/01/22 09/22 AP 02/18/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER 1328 09/22 AP 02/17/22 0000000 OFFICE EXPRESS OFFICE PRODUCT .34 03/01/22 COPY PAPER 11 x 17 . 00 ACCOUNT TOTAL 1 48 1.48 223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES 03/01/22 09/22 AP 01/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 208.97 1389 ENTITLEMENT AGENCY AWARD JANUARY EXPENSES 1389 09/22 AP 01/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 236.73 03/01/22 JANUARY EXPENSES ENT.PLAN & REPORTS 09/22 AP 01/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 843.38 03/01/22 1389 CARES CV-3 AGENCY AWARD JANUARY EXPENSES PROJECT#: 022354 09/22 AP 01/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 209.02 03/01/22 1389 CARES CV-3 PLAN & REPORTS JANUARY EXPENSES PROJECT#: 022354 09/22 AP 12/30/21 0000000 IOWA NORTHLAND REGIONAL CO. O 244.16 03/01/22 1389 ENTITLEMENT AGENCY AWARD DECEMBER EXPENSES 09/22 AP 12/30/21 0000000 IOWA NORTHLAND REGIONAL CO. O 797.20 03/01/22 1389 CARES CV-3 AGENCY AWARD DECMEBER EXPENSES PROJECT#: 022354 09/22 AP 12/30/21 0000000 IOWA NORTHLAND REGIONAL CO. O 140.20 03/01/22 1389 CARES CV-3 PLAN & REPORTS DECEMBER EXPENSES PROJECT#: 022354 ACCOUNT TOTAL 2.679.66 □ 0 Ω 2,679,66 223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMNT 1389 09/22 AP 01/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 311.58 03/01/22 ENTITLEMENT SIDEWALKS JANUARY EXPENSES PROJECT#: 023248 09/22 AP 12/30/21 0000000 IOWA NORTHLAND REGIONAL CO. O 385.38 03/01/22 1389 ENTITLEMENT SIDEWALKS DECEMBER EXPENSES PROJECT#: 023248 ACCOUNT TOTAL 696.96 . 00 696.96 223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMNT 03/01/22 09/22 AP 01/31/22 0000000 IOWA NORTHLAND REGIONAL CO. O 448.65 JANUARY EXPENSES ENTITLEMENT SEWER LINING

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GROUP PO			DEBITS	CREDITS	CURRENT BALANCE POST DT
					1001 11
	OMMUNITY BLOCK GRANT 432.89-59 MISCELLANEOUS SERVIC	ES / NBRHD INFRASTRCT IMPRVMNT	continued		
	ACCOUNT TOTAL		448.65	.00	448.65
223-2224- 1389 PROJECT#	CARES CV-2 ENVIRO REVIEW	IOWA NORTHLAND REGIONAL CO. O	118.56		03/01/22
1389	09/22 AP 01/31/22 0000000 CARES CV-2 SCHOOL EQUIP	IOWA NORTHLAND REGIONAL CO. O JANUARY EXPENSES	841.09		03/01/22
PROJECT# 1389	09/22 AP 12/30/21 0000000 CARES CV-2 AGENCY AWARD	IOWA NORTHLAND REGIONAL CO. O DECEMBER EXPENSES	32.26		03/01/22
PROJECT# 1389 PROJECT#	: 022353 09/22 AP 12/30/21 0000000 CARES CV-2 SCHOOL EQUIP : 022353	IOWA NORTHLAND REGIONAL CO. O DECEMBER EXPENSES	404.60		03/01/22
	ACCOUNT TOTAL		1,396.51	O O	1,396.51
1389		IOWA NORTHLAND REGIONAL CO. O	106.29		03/01/22
1389	09/22 AP 12/30/21 0000000	JANUARY EXPENSES IOWA NORTHLAND REGIONAL CO. O	1,320.45		03/01/22
1389 PROJECT#	CV-1 SINGLE FAMILY REHAB	DECEMBER EXPENSES  IOWA NORTHLAND REGIONAL CO. O  DECEMBER EXPENSES	350.47		03/01/22
	ACCOUNT TOTAL		1,777.21	· 00	1,777.21
223-2244- 1389	432.89-84 MISCELLANEOUS SERVIC 09/22 AP 01/31/22 0000000		347.55		03/01/22
1389	HOME REHAB 09/22 AP 01/31/22 0000000		670.87		03/01/22
1389	HOME ENVIR.REVIEW HABITAT 09/22 AP 12/30/21 0000000 HOME REHAB	JANUARY EXPENSES IOWA NORTHLAND REGIONAL CO. O DECEMBER EXPENSES	774.45		03/01/22
	ACCOUNT TOTAL		1,792.87	.00	1,792.87
	FUND TOTAL		8,793.34	. 00	8,793.34

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GROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 224 TRUST & AGENCY FUND 242 STREET REPAIR FUND FUND 254 CABLE TV FUND 254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 1389 09/22 AP 02/18/22 0000000 OFFICE EXPRESS OFFICE PRODUCT	4.56		03/01/22
COPY PAPER	1.00		33, 32, ==
ACCOUNT TOTAL	4.56	.00	4.56
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 1328 09/22 AP 02/01/22 0000000 MENARDS-CEDAR FALLS SOLDERING IRON KIT,STAND, CAULK,ELECT SOLDER,TEE	33.93		03/01/22
ACCOUNT TOTAL	33.93	. 00	33.93
254-1088-431.93-01 EQUIPMENT / EQUIPMENT 1328 09/22 AP 02/07/22 0000000 ALLIED BROADCAST GROUP LLC FUJINON LENS HOOD	111.00		03/01/22
ACCOUNT TOTAL	111.00	.00	111.00
FUND TOTAL	149.49	00	149.49
FUND 258 PARKING FUND 258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1389 09/22 AP 02/18/22 0000000 OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	6.84		03/01/22
ACCOUNT TOTAL	6.84	.00	6.84
FUND TOTAL	6.84	.00	6.84
FUND 261 TOURISM & VISITORS 261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE 1400 09/22 AP 02/18/22 0000000 ARAMARK MAT SERVICE	5.20		03/01/22
1400 09/22 AP 02/11/22 0000000 ARAMARK MAT SERVICE	5.20		03/01/22
ACCOUNT TOTAL	10.40	.00	10.40
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS 1400 09/22 AP 02/15/22 0000000 BEYOND PINK TEAM GRANT:'21 PINK RIBBON RUN MARKETING	237.83		03/01/22

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DEBITS	CREDITS	CURRENT BALANCE POST DT
continued		
237.83	00	237.83
248.23	.00	248.23
5.20 5.20		03/01/22 03/01/22
10.40	<sub>16</sub> 00	10.40
10.40	00	10.40
868.00		03/01/22
868.00	400	868.00
868.00	<b>%</b> 0 0	868.00
542.00		03/03/03
1,388.00		03/01/22
	continued 237.83 248.23 5.20 5.20 10.40 10.40 10.40 868.00 868.00	continued  237.83 .00  248.23 .00  5.20  5.20  10.40 .00  10.40 .00  868.00 .00  868.00 .00  868.00 .00

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ROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 404 FEMA 404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG	continued		
ACCOUNT TOTAL	1,931.00	.00	1,931.00
FUND TOTAL	1,931.00	⊕ 00	1,931.00
UND 405 FLOOD RESERVE FUND UND 407 VISION IOWA PROJECT UND 408 STREET IMPROVEMENT FUND UND 410 CORONAVIRUS LOCAL RELIEF UND 430 2004 TIF BOND 430-1220-431.97-90 TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE 1324 09/22 AP 01/24/22 0000000 SNYDER & ASSOCIATES, INC. 3294-PINNACLE ROUNDABOUT PRELIM THRU 12/31/21 PROJECT#: 023294	1,086.06		03/01/22
ACCOUNT TOTAL	1,086.06	<sub>}*</sub> 00	1,086.06
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWY & VIKING RD 1324 09/22 AP 01/24/22 0000000 SNYDER & ASSOCIATES, INC. 3294-VIKING & PRAIRIE PRELIM THRU 12/31/21 PROJECT#: 023294	3,144.56		03/01/22
ACCOUNT TOTAL	3,144.56	.00	3,144.56
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT 1324 09/22 AP 01/24/22 0000000 SNYDER & ASSOCIATES, INC. 3294-HUDSON & RIDGEWAY PRELIM THRU 12/31/21 PROJECT#: 023294	1,476.86		03/01/22
ACCOUNT TOTAL	1,476.86	@ <b>00</b>	1,476.86

FUND 431 2014 BOND FUND 432 2003 BOND FUND 433 2001 TIF FUND 434 2000 BOND FUND 435 1999 TIF

03/01/22

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NBR	NBR	PER.	CD

GROUP PO ACCTG ----TRANSACTION----DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----

FUND 436 2012 BOND FUND 437 2018 BOND

CITY OF CEDAR FALLS

FUND 438 2020 BOND FUND

FUND 439 2008 BOND FUND FUND 443 CAPITAL PROJECTS

443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL

09/22 AP 01/31/22 0000000 EMERGENT ARCHITECTURE 12,415.64 03/01/22 3231-CITY HALL REMODEL 1/1-1/31/22 PROJECT#: 023231

09/22 AP 01/31/22 0000000 PETERS CONSTRUCTION CORP. 1389 3231-CITY HALL REMODEL PROJECT#:

023231

ACCOUNT TOTAL 61,095.54 . 00 61,095.54

48,679.90

FUND TOTAL 61,095.54 . 00 61,095.54

FUND 472 PARKADE RENOVATION

FUND 473 SIDEWALK ASSESSMENT

FUND 483 ECONOMIC DEVELOPMENT

FUND 484 ECONOMIC DEVELOPMENT LAND

FUND 541 2018 STORM WATER BONDS

FUND 544 2008 SEWER BONDS

FUND 545 2006 SEWER BONDS

FUND 546 SEWER IMPROVEMENT FUND

FUND 547 SEWER RESERVE FUND

FUND 548 1997 SEWER BOND FUND

FUND 549 1992 SEWER BOND FUND

FUND 550 2000 SEWER BOND FUND

FUND 551 REFUSE FUND

551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES

1390 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 4.47 03/01/22 COPY PAPER FOR OFFICE AND BINDERS

> ACCOUNT TOTAL 4.47 .00 4.47

551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY 09/22 AP 02/02/22 0000000 WATERLOO, CITY OF 203.70 03/01/22 1439 DEER DISPOSAL; 12/1-12/31 12/1-12/31/21 09/22 AP 02/01/22 0000000 WATERLOO, CITY OF 1,324.05 03/01/22 1439 11/1-11/30/21 DEER DISPOSAL;11/1-11/30 09/22 AP 11/03/21 0000000 WATERLOO, CITY OF 611.10 03/01/22 1439 DEER DISPOSAL; 10/1-10/31 10/1-10/31/21 ACCOUNT TOTAL 2,138.85 ...00 2,138.85

551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES

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ROUP PO ACCTGTRANSACTION NBR NBR PER. CD DATE NUMBER DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
UND 551 REFUSE FUND 551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1390 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE COPY PAPER FOR REFUSE AND LABELS	continued PRODUCT 59.17		03/01/22
ACCOUNT TOTAL	59.17	.00	59.17
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS 1299 09/22 AP 02/09/22 0000000 O'DONNELL ACE HARDWARE SAW BLADES-CART EXCHANGES 1299 09/22 AP 01/31/22 0000000 MENARDS-CEDAR FALLS	23.99		03/01/22 03/01/22
WRENCH FOR TRANSFER ST  ACCOUNT TOTAL	30.95	.00	30.95
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 1299 09/22 AP 01/25/22 0000000 CITY LAUNDERING CO. RESTOCK 1ST AID CABINET TRANSFER STATION	37.84	, 00	03/01/22
ACCOUNT TOTAL	37.84	.00	37.84
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES 1299 09/22 AP 02/07/22 0000000 HOTSY EQUIPMENT COMPAN NOZZLES,NIPPLES	Y 208.42		03/01/22
ACCOUNT TOTAL	208.42	400	208.42
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN 1299 09/22 AP 02/07/22 0000000 MIDWEST ELECTRONIC REC COMPUTER RECYCLING 1299 09/22 AP 01/29/22 0000000 LIBERTY TIRE RECYCLING SCRAP TIRE RECYCLING			03/01/22
ACCOUNT TOTAL	1,586.51	.00	1,586.51
551-6685-436.93-01 EQUIPMENT / EQUIPMENT 1299 09/22 AP 02/10/22 0000000 C & C WELDING & SANDBL 341 FLOOR REPAIR	ASTING 4,495.95		03/01/22
ACCOUNT TOTAL	4,495.95	00	4,495.95
FUND TOTAL	8,562.16	-00	8,562.16

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09/22 AP 02/11/22 0000000 VAN METER, INC.

CITY OF CEDAR FALLS

1398

GROUP PO ACCTG ----TRANSACTION----DEBITS CREDITS NBR NBR PER. CD DATE NUMBER DESCRIPTION BALANCE POST DT ----FUND 552 SEWER RENTAL FUND 552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 3.04 03/01/22 1390 COPY PAPER FOR SEWER 3.04 . 00 ACCOUNT TOTAL 3.04 552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES 09/22 AP 02/02/22 0000000 UNITED RENTALS (NORTH AMERICA 350.00 03/01/22 GAS METER SENSOR ACCOUNT TOTAL 350.00 . 00 350.00 552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR 09/22 AP 01/25/22 0000000 CRESCENT ELECTRIC 03/01/22 1398 588.47 LED LAMPS 309 BLDG . 00 ACCOUNT TOTAL 588.47 588.47 552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS 09/22 AP 12/01/21 0000000 STETSON BUILDING PRODUCTS LLC 93.60 03/01/22 1390 WATER STOP FOR BOX OUT RECONSTRUCTION .00 93.60 ACCOUNT TOTAL 93.60 552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 7.60 03/01/22 1390 COPY PAPER FOR WATER REC 7.60 .00 7.60 ACCOUNT TOTAL 552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB 586.00 03/01/22 1.398 09/22 AP 02/11/22 0000000 NORTHERN BALANCE & SCALE CO. LAB CALIBRATIONS 1398 09/22 AP 02/09/22 0000000 MIDLAND SCIENTIFIC, INC. 16.57 03/01/22 LAB SUPPLIES ACCOUNT TOTAL 602.57 .00 602.57 552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT 1398 09/22 AP 02/17/22 0000000 MENARDS-CEDAR FALLS 124.83 03/01/22 WATER CLEANER 1398 09/22 AP 02/11/22 0000000 CONTINENTAL RESEARCH CORP. 434.14 03/01/22 SOLVENT

55.92

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NBR NBR	ACCTGTRANSACTION PER. CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
	WER RENTAL FUND				
	36.73-05 OTHER SUPPLIES / OPER	RATING EQUIPMENT	continued		
1398		O'DONNELL ACE HARDWARE	8.69		03/01/22
1398		O'DONNELL ACE HARDWARE	8.94		03/01/22
1398	09/22 AP 02/10/22 0000000 CLOG BUSTER, CAP	O'DONNELL ACE HARDWARE	44.37		03/01/22
	ACCOUNT TOTAL		676.89	= 00	676.89
	36.73-06 OTHER SUPPLIES / BUII				( (
1398	09/22 AP 02/03/22 0000000 LED LAMPS	CRESCENT ELECTRIC	147.12		03/01/22
1398	09/22 AP 01/26/22 0000000 LIGHTS	VAN METER, INC.	72.64		03/01/22
	ACCOUNT TOTAL		219.76	· 00	219.76
552-6665-4 1398	36.73-36 OTHER SUPPLIES / SAN. 09/22 AP 02/16/22 0000000 LIFT STATION DEGREASER		587.24		03/01/22
	ACCOUNT TOTAL		587.24	<sub>17</sub> 00	587.24
552-6665-4 1398	36.86-12 REPAIR & MAINTENANCE 09/22 AP 02/18/22 0000000 RUGS		23.61		03/01/22
1398	09/22 AP 02/11/22 0000000 RUGS	ARAMARK	22.11		03/01/22
	ACCOUNT TOTAL		45.72	· 00	45.72
	FUND TOTAL		3,174.89	<b>4 0 0</b>	3,174.89
UND 555 ST	04 SEWER BOND ORM WATER UTILITY				
555-6630-4 1389	32.72-01 OPERATING SUPPLIES / 09/22 AP 02/18/22 0000000 COPY PAPER	OFFICE EXPRESS OFFICE PRODUCT	5.70		03/01/22
1324	09/22 AP 02/17/22 0000000 GEL PENS	OFFICE EXPRESS OFFICE PRODUCT	.77		03/01/22
1324	09/22 AP 02/17/22 0000000 GEL PENS	OFFICE EXPRESS OFFICE PRODUCT	1.85		03/01/22
1324	09/22 AP 02/08/22 0000000	OFFICE EXPRESS OFFICE PRODUCT	.09		03/01/22

03/01/22

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09/22 AP 01/31/22 0000000 ESRI

GSI SOFTWARE SUPPORT

CITY OF CEDAR FALLS

PROGRAM GM360L ACCOUNTING PERIOD 08/2022 GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 555 STORM WATER UTILITY 555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued POST-IT NOTES 8.41 .00 8,41 ACCOUNT TOTAL 555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS 09/22 AP 02/10/22 0000000 BLACK HAWK CO.ABSTRACT 03/01/22 1324 280.00 CONTINUATION-2016 OLIVE 3215-OLIVE ST BOX CULVERT PROJECT#: 023215 280.00 0.0 280,00 ACCOUNT TOTAL FUND TOTAL 288.41 . 00 288.41 FUND 570 SEWER ASSESSMENT FUND 606 DATA PROCESSING FUND 606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 09/22 AP 02/18/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 1389 3.42 03/01/22 COPY PAPER ACCOUNT TOTAL 3.42 ...00 3.42 606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES 03/01/22 1442 09/22 AP 02/18/22 0000000 GORDON FLESCH COMPANY 290.00 MAGENTA INK FOR PLOTTER ACCOUNT TOTAL 290.00 .00 290.00 606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT 1442 09/22 AP 02/24/22 0000000 CIVICPLUS 1,110.43 03/01/22 MOBILE APP UPDATE ACCOUNT TOTAL 1,110.43 .00 1,110,43 606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES 09/22 AP 02/11/22 0000000 THE DAVENPORT GROUP USA, LTD 1,375,32 03/01/22 1442 TRAVEL EXP-LAMA TRAINING 1/23/22-1/27/22 ACCOUNT TOTAL 1,375.32 ...00 1,375.32 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS

5/2/22-5/1/23

8,100.00

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER. CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE POST DT ----FUND 685 VEHICLE MAINTENANCE FUND 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES continued RECOIL FOR TAMPER 1387 09/22 AP 02/09/22 0000000 MENARDS-CEDAR FALLS 188.03 03/01/22 DISCS, SQUARE, TAPE MEASURE PENCIL, MARKER 1390 09/22 AP 02/09/22 0000000 PLUMB TECH INC. 30.00 03/01/22 THREADED PIPE FOR #382 1299 09/22 AP 02/03/22 0000000 LAWSON PRODUCTS, INC. 1,063.84 03/01/22 MISC SHOP SUPPLIES 1299 09/22 AP 01/31/22 0000000 ARNOLD MOTOR SUPPLY 56.97 03/01/22 STOCK DRIVE BELTS ACCOUNT TOTAL 1,363.84 . 00 1,363.84 685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS 1390 09/22 AP 02/11/22 0000000 RADIO COMMUNICATIONS CO., INC. 788.70 03/01/22 2 WAY RADIO 1390 09/22 AP 02/11/22 0000000 RADIO COMMUNICATIONS CO., INC. 3,943.50 03/01/22 2 WAY RADIOS .00 ACCOUNT TOTAL 4,732.20 4,732.20 685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS 1387 09/22 AP 02/18/22 0000000 ARAMARK 82.45 03/01/22 SHOP TOWELS 1299 09/22 AP 02/11/22 0000000 ARAMARK 82.45 03/01/22 SHOP TOWELS 1299 09/22 AP 02/04/22 0000000 ARAMARK 82.45 03/01/22 SHOP TOWELS ACCOUNT TOTAL 247.35 .00 247.35 685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY 09/22 AP 02/05/22 0000000 1390 RASMUSSON CO., THE 312.50 03/01/22 TOWED # 263 BACK TO PW 1299 09/22 AP 02/04/22 0000000 C & C WELDING & SANDBLASTING 1,480.97 03/01/22 SIGN HOLDER ON #622 1299 09/22 AP 02/04/22 0000000 GENERAL SHEET METAL WORK 937.48 03/01/22 WHEEL CHAKE HOLDERS 1390 09/22 AP 02/01/22 0000000 PRO-LINER 1,025,00 03/01/22 AD04 BEDLINER AND UNDER COAT 1390 09/22 AP 01/29/22 0000000 RASMUSSON CO., THE 55.00 03/01/22 #2105 TOWED TO PW ACCOUNT TOTAL 3,810.95 ...00 3,810.95 FUND TOTAL 13,510,72 .00 13,510.72

ACCOUNTING PERIOD 08/2022

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CITY OF CEDAR FALLS

GROUP PO ACCTG ----TRANSACTION----NBR NBR PER, CD DATE NUMBER DESCRIPTION DEBITS CREDITS BALANCE ----- POST DT ----FUND 606 DATA PROCESSING FUND 606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS continued ACCOUNT TOTAL 8,100.00 .00 8,100.00 606-1078-441.93-01 EQUIPMENT / EQUIPMENT 1442 09/22 AP 02/21/22 0000000 BERRY DUNN MCNEIL & PARKER, L 03/01/22 13,070.00 NEW FINANCE SYSTEM RFP ACCOUNT TOTAL 13,070.00 .00 13,070.00 FUND TOTAL 23,949.17 .00 23,949.17 FUND 680 HEALTH INSURANCE FUND FUND 681 HEALTH SEVERANCE FUND 682 HEALTH INSURANCE - FIRE FUND 685 VEHICLE MAINTENANCE FUND 685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES 1390 09/22 AP 02/15/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 19.95 03/01/22 PAD HOLDER FOLIO 1390 09/22 AP 02/10/22 0000000 OFFICE EXPRESS OFFICE PRODUCT 7.60 03/01/22 COPY PAPER FOR VEH MAINT ACCOUNT TOTAL 27.55 .00 27.55 685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL 1390 09/22 AP 02/09/22 0000000 SENECA COMPANIES 2,719.38 03/01/22 DEF PUMP REPAIR 1387 09/22 AP 01/31/22 0000000 AIRGAS USA, LLC 70.42 03/01/22 WELDING GAS 09/22 AP 01/28/22 0000000 AIRGAS USA, LLC 1299 169.05 03/01/22 WELDING GAS ACCOUNT TOTAL 2,958.85 ...00 2,958.85 685-6698-446.72-16 OPERATING SUPPLIES / TOOLS 1390 09/22 AP 02/15/22 0000000 O'DONNELL ACE HARDWARE 79.99 03/01/22 WRENCH SET FOR SHOP TOOL BOX 1299 09/22 AP 02/08/22 0000000 FAIRHURST, MARK 289.99 03/01/22 BALL JOINT PRESS ACCOUNT TOTAL 369.98 . 00 369.98 685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES 09/22 AP 02/14/22 0000000 BLACK HAWK RENTAL 25.00 03/01/22

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GROUP PO ACCTG ----TRANSACTION---NBR NBR PER. CD DATE NUMBER DESCRIPTION
DEBITS CREDITS BALANCE
POST DT ----

FUND 686 PAYROLL FUND

FUND 687 WORKERS COMPENSATION FUND

FUND 688 LTD INSURANCE FUND

FUND 689 LIABILITY INSURANCE FUND

FUND 724 TRUST & AGENCY

FUND 727 GREENWOOD CEMETERY P-CARE

FUND 728 FAIRVIEW CEMETERY P-CARE

FUND 729 HILLSIDE CEMETERY P-CARE

GRAND TOTAL

FUND 790 FLOOD LEVY

329,025.05 174.08 328,850.97