



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, DECEMBER 05, 2022
7:00 PM AT CITY HALL, 220 CLAY STREET**

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Regular meeting of November 21, 2022.

Agenda Revisions

Special Presentations

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

Staff Updates

Old Business

2. Reconsider action taken relative to a 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 CF Storage, L.L.C.
3. Pass Ordinance #3020, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to use of consumer fireworks within the City limits, upon its third & final consideration.
4. Pass Ordinance #3021, amending Section 18-23(5), Powers and duties of the Planning and Zoning Commission, of the Code of Ordinances relative to removing 2/3 majority vote required by City Council to approve amendments to the City's comprehensive plan that are disapproved by the Planning and Zoning Commission, upon its third & final consideration.
5. Pass Ordinance #3022, amending Chapter 26, Zoning, of the Code of Ordinances relative to removing the 2/3 majority vote required by City Council to approve zoning amendments that are disapproved by the Planning and Zoning Commission, upon its third & final consideration.

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

6. Receive and file the resignation of Mary Carlson as a member of the Visitors & Tourism Board.
7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Jim O'Loughlin, Historic Preservation Commission, term ending 03/31/2025.
 - b) Lindi Roelofse, Historic Preservation Commission, term ending 03/31/2025.
8. Receive and file a communication from the Mayor relative to the appointment of Noah Hackbart as Student Liaison, term ending 04/30/2023.

9. Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:
 - a) Diversity, Equity, and Inclusion Specialist.
 - b) Engineering Technician I.
10. Receive and file Departmental Monthly Reports of October 2022.
11. Approve the following applications for beer permits and liquor licenses:
 - a) Cedar Falls Family Restaurant, 2627 Center Street, Class B beer - renewal.
 - b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C retail alcohol - renewal.
 - c) Lifestyle Inn, 5826 University Avenue, Class C retail alcohol - renewal.
 - d) Sharky's Fun House, 2223 College Street, Class C retail alcohol & outdoor service - renewal.
 - e) Hy-Vee Fast and Fresh, 6527 University Avenue, Class C beer & Class B wine – change in ownership.
 - f) Hansen's Dairy, 123 East 18th Street, Class B retail alcohol - new.

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

12. Resolution Calendar with items considered separately.
13. Resolution approving and adopting amendments to Personnel Policy 809: Disciplinary Procedures, for the City of Cedar Falls.
14. Resolution approving and adopting amendments to Personnel Policy 903: Grievance Procedure, for the City of Cedar Falls.
15. Resolution approving and authorizing execution of an Agreement with The Greg Prothman Company to perform recruitment services relative to the position of Principal Engineer.
16. Resolution approving and authorizing execution of an Agreement with IFC Studios relative to the Cedar Falls Public Library Branding Project.
17. Resolution approving and adopting a Recreation Fee Schedule to become effective January 1, 2023.
18. Resolution approving and authorizing execution of a Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for Building Resilient Infrastructure and Communities (BRIC) Program grant funding relative to Stormwater Resilience Planning.
19. Resolution approving and authorizing execution of an Agreement with Iowa Northland Regional Council of Governments (INRCOG) for grant administration services of an Iowa Department of Homeland Security and Emergency Management Division (HSEMD) Building Resilient Infrastructure and Communities (BRIC) Program grant relative to Stormwater Resilience Planning.
20. Resolution approving and authorizing execution of two Vacancy Agreements, in conjunction with the Main Street Reconstruction Project.
21. Resolution approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2021 Street Patching Project.
22. Resolution approving and authorizing execution of a Contracted Education Proposal with Black Hawk County Conservation (BHCC) thru a partnership with Hartman Reserve Nature Center to provide public outreach and educational programs relative to improving water quality for the period of July 1, 2023 - June 30, 2026.
23. Resolution approving and authorizing execution of an Amended and Substituted Storm Water Maintenance and Repair Agreement with Tooth Trio, LLC relative to a post-construction stormwater management plan for 9219 University Avenue.

- [24.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Community United Child Care Centers (CUCCC) relative to a post-construction stormwater management plan for 5109 Nordic Drive.
- [25.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with D & D Midwest Investments, L.L.C. relative to a post-construction stormwater management plan for 5630 Westminster Drive.
- [26.](#) Resolution setting December 19, 2022 as the date of public hearing on a proposal to grant city-owned real estate to Cedar Falls Utilities by means of a non-exclusive permanent easement for the relocation of utilities.
- [27.](#) Resolution determining the necessity, and setting December 13, 2022 as the date of consultation and January 3, 2023 as the date of public hearing on a proposed Southwest Cedar Falls Urban Renewal Plan for a proposed urban renewal area.

Allow Bills and Claims

- [28.](#) Allow Bills and Claims for December 5, 2022.

Council Updates and Announcements

Council Referrals

Executive Session

- 29. Executive Session to discuss confidential records per Iowa Code Section 21.5(1)(a) to review or discuss records which are required or authorized by state or federal law to be kept confidential.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, NOVEMBER 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 7:00 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Ganfield, Sires, Dunn. Absent: Harding. Mayor Green led the Pledge of Allegiance.

54043 - It was moved by Kruse and seconded by Schultz that the minutes of the Regular Meeting of November 7, 2022 be approved as presented and ordered of record. Motion carried unanimously.

54044 - Rosemary Beach, 3018 Sage Road, shared an article from Sturgis, Michigan about William Sturgis and his great granddaughter's visit to Cedar Falls.

Mary Brammer, 104 East 9th Street, commented on Hugh Pettersen and the planting of replacement trees on Seerley Boulevard, Hearst 2.0 and other College Hill improvements and cultural experiences, and recognized various individuals who supported these initiatives.

Cedar Valley Homebuilders Association Executive Officer Bob Manning, 2908 West 3rd Street, commented on buildable residential lots in Cedar Falls, building permit fees and the lack of affordable housing.

Craig Fairbanks, 405 Spruce Hills Drive, commended Public Safety on the care of his brother during a recent fire. Mr. Fairbanks also commented on the availability of building lots and requested the City make the process more friendly to home builders.

54045 - Public Safety Director Berte spoke about the promotions of Captain Heuer and Lieutenant Barron, and the swearing in of 2 reserve officers.

54046- Mayor Green announced the continuation of the public hearing on the City's FFY21 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Programs. The Mayor then asked if there were any written communications filed to the proposed report. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Development Director Sheetz provided a brief summary of CAPER. There being no one else present wishing to speak about the report, the Mayor declared the hearing closed and passed to the next order of business.

54047 - It was moved by Ganfield and seconded by Kruse that Resolution #22,975, approving and authorizing submission of the City's FFY21 Consolidated Annual Performance and Evaluation Report (CAPER) for the Community Development Block Grant (CDBG) and HOME Programs, 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: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor then declared Resolution #22,975 duly passed and adopted.

- 54048 - Mayor Green announced that in accordance with the public notice of November 14, 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 CF Storage, L.L.C. It was then moved by Dunn and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54049 - The Mayor then asked if there were any written communications filed to the proposed proposal. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Administrator Gaines provided a summary of the proposal. There being no one else present wishing to speak about the proposal, the Mayor declared the hearing closed and passed to the next order of business.
- 53050 - It was moved by Dunn and seconded by Schultz that a 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 CF Storage, L.L.C, be adopted. Following comments and questions by Councilmembers Sires, deBuhr, Ganfield, Schultz, Kruse and Dunn, and responses by developer Brian Wingert, 2110 Flynn Drive, City Administrator Gaines, Mayor Green, and Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Schultz. Nay: Ganfield, deBuhr, Kruse. Abstain: Sires. Motion failed.
- 54051 - It was moved by Ganfield and seconded by Kruse that Ordinance #3020, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to use of consumer fireworks within the City limits, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Schultz, deBuhr, Kruse. Nay: Dunn. Motion carried.
- 54052 - It was moved by Kruse and seconded by deBuhr that Ordinance #3021, amending Section 18-23(5), Powers and duties of the Planning and Zoning Commission, of the Code of Ordinances relative to removing 2/3 majority vote required by City Council to approve amendments to the City's comprehensive plan that are disapproved by the Planning and Zoning Commission, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, deBuhr, Kruse. Nay: Dunn, Schultz. Motion carried.

54053 - It was moved by Kruse and seconded by Ganfield that Ordinance #3022, amending Chapter 26, Zoning, of the Code of Ordinances relative to removing the 2/3 majority vote required by City Council to approve zoning amendments that are disapproved by the Planning and Zoning Commission, be passed upon its second consideration. Following a comment by Craig Fairbanks, 405 Spruce Hills Drive, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, deBuhr, Kruse. Nay: Dunn, Schultz. Motion carried.

54054 - It was moved by Ganfield and seconded by Kruse that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of November 7, 2022 relative to the following items:

- a) Library Interviews – Michael Graziano and Lindi Roelofse.
- b) Audit Report.
- c) Review of TIF and Standard Incentive Policies.
- d) Cedar Falls Economic Development Corp. Update.
- e) Cedar Falls High School Pool Fundraising – “Jump In”.

Receive and file the following resignations/vacancies relative to members of Boards and Commissions:

- a) Jordyn Beranek, Human Rights Commission.
- b) Andrew Stensland, Visitors & Tourism Board.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY23 Self-Supported Municipal Improvement District (SSMID) funds and an FY23 Economic Development Grant.

Approve the following applications for beer permits and liquor licenses:

- a) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
- b) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.

Motion carried unanimously.

54055 - It was moved by Ganfield and seconded by Dunn that the following resolutions be introduced and adopted:

Resolution #22,976, levying a final assessment for costs incurred by the City to mow the property located at 1720 Quail Ridge Road.

Resolution #22,977, levying a final assessment for costs incurred by the City to mow the property located at 8702 University Avenue.

Resolution #22,978, approving and accepting a Lien Notice and Special Promissory Note for property located at 210 West 22nd Street.

Resolution #22,979, approving and authorizing execution of a Contract with House of Hope relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #22,980, approving and authorizing execution of a Contract with Northeast Iowa Food Bank relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #22,981, approving and authorizing execution of a Contract with Pathways Behavioral Services relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #22,982, approving and authorizing execution of Supplemental Agreement No. 2 to the Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the North Cedar Heights Area Reconstruction Project - Phase II.

Resolution #22,983, approving and authorizing execution of an Owner Purchase Agreement and a Compensation Estimate, and approving and accepting two Temporary Construction Easements, in conjunction with the Main Street Reconstruction Project.

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: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried. The Mayor then declared Resolutions #22,976 through #22,983 duly passed and adopted.

54056 - It was moved by Kruse and seconded by Ganfield that Resolution #22,984, approving and adopting Summary Plan Descriptions (SPD) for the City of Cedar Falls Health Benefit Plans, be adopted. Following a question by Councilmember Ganfield and response by City Attorney Rogers, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion Carried. The Mayor then declared Resolution #22,984 duly passed and adopted.

54057 - It was moved by Kruse and seconded by Schultz that the bills and claims of November 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: Ganfield, Sires, Dunn, Schultz, deBuhr, Kruse. Nay: None. Motion carried.

54058 - It was moved by Kruse and seconded by Dunn that the meeting be adjourned at 7:46 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: November 8, 2022
SUBJECT: CF Storage, LLC Economic Development Project

INTRODUCTION AND DESCRIPTION OF PROJECT

For the past several months, staff has been working with officials with CF Storage, LLC toward the construction of a new mini-storage facility on 4.7 acres of land along Production Drive, just south of W. Viking Road. The proposed project will occur on Lot 18 of West Viking Road Industrial Park Phase I (4.7 acres total of which approximately 3.1 acres is buildable after easement and setback requirements). The proposed project will have a minimum building valuation of \$1,400,000, and the project is projected to begin next spring.

The plan shows a total of 205 units, covering over 30,000 square feet of building area. Construction of these units will begin in Spring of 2023. Also, as part of the agreement, CF Storage, LLC has a Right of First Refusal on Lot 17 to the south for a period of 3 years. If they choose to acquire that lot, they would construct an additional 20,000+ square feet of buildings, with an additional \$1,000,000 in taxable value.

COMPANY PROFILE

CF Storage, LLC is a partnership of two Cedar Falls residents seeking to open and self manage a high quality storage facility in the Cedar Falls South Industrial Park. Most local facilities are owned and operated remotely by large companies not based in the Cedar Valley. The partners have successfully built and managed over 700 units across NE Iowa and are now looking to improve the self-storage customer experience here in Cedar Falls.

ECONOMIC DEVELOPMENT INCENTIVES

Land Incentive

For the proposed CF Storage, LLC project, the company would receive at no cost, Lot 18 of West Viking Road Industrial Park Phase I (4.7 acres total of which approximately

3.1 acres is buildable after easement and setback requirements) in the West Viking Road Industrial Park. This land incentive is consistent with our general economic incentive guidelines of providing one acre of non-restricted building area for each 10,000 +/- square feet of new building space. Therefore, staff feels that the proposed 30,000 total square feet of building area with a \$1,400,000 minimum building valuation is consistent with prior City land incentives for comparable projects.

Property Tax Incentive

There are no tax incentives included for this project.

Conclusion

As this memorandum indicates, CF Storage, LLC is proposing to construct 30,000 square feet of buildings, on 4.7 acres of land along Production Drive, just south of W. Viking Road. The proposed new construction building project will have a minimum building valuation of \$1,400,000 and a total Minimum Assessed Valuation of \$1,710,000 including land. Construction would commence next spring with completion anticipated within 12-24 months. Also, the agreement includes a Right of First Refusal on the adjacent lot, for a period of 3 years. This adjacent lot would allow for expansion of the project to include 20,000+ square feet of additional building area, along with a building valuation of \$1,000,000.

The Agreement for Private Development by and between the City of Cedar Falls, Iowa, and CF Storage, LLC 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 CF Storage, LLC, and approving and authorizing execution of a Quit Claim Deed conveying title to certain real estate to CF Storage, LLC.

If you have any questions regarding the proposed CF Storage, LLC economic development project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator



CF Storage, LLC
30,000 Square Foot
Storage Facility



Project Location

W Viking Rd

Production Dr

Venture Way

Development Dr

Bossard

Ashley Furniture Distribution Center

Capital Way

Zuidberg

Technology Pl

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

CF STORAGE, 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 CF Storage, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, 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 ("Area" or "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-1 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 Phase One Project 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. Definitions. 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.

Assessor's Minimum Actual Value means the minimum actual value, before rollback, of the Phase One Project Minimum Improvements and the Development Property for calculation and assessment of real property taxes as set forth in the Minimum Assessment Agreement.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City or Cedar Falls 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.

Deed 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.

Developer means CF Storage, L.L.C.

Development Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A-1 hereto.

Event of Default means any of the events described in Section 11.1 of this Agreement.

Mortgage 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.

Net Proceeds 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.

Phase One Project Minimum Improvements shall mean the construction of a Storage Facility totaling at least 30,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto.

Phase Two Project Minimum Improvements shall mean the construction of a Storage Facility Expansion totaling at least 20,000 square feet of finished space on the Development Property or on the Right of First Refusal Property.

Project shall mean the construction and operation of the Phase One and Phase Two Project Minimum Improvements, as described in this Agreement and the Exhibits hereto.

Right of First Refusal Property means that portion of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Project Plan of the City described in Exhibit A-2 hereto.

State means the State of Iowa.

Storage Facility means the Phase One Project Minimum Improvements.

Storage Facility Expansion means the Phase Two Project Minimum Improvements.

Tax Increments means the property tax increment revenues on the Phase One and Phase Two Project 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.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 12.9 of this Agreement.

Unavoidable Delays 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).

Urban Renewal Area means the area included within the boundaries of the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, as amended.

Urban Renewal Plan means the Urban Renewal Plan approved in respect of the Cedar Falls Unified Highway 58 Urban Corridor Renewal Plan, described in the preambles hereof.

Urban Renewal Tax Increment Revenue Fund 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. Representations and Warranties of the City. 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 Phase One Project 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 Phase One Project Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. 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 a Storage Facility ("Phase One Project Minimum Improvements") on the 4.73 acre Development Property, which is to be acquired by the Developer pursuant to this Agreement, and which is more particularly described in Exhibit A-1.
- (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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements may be lawfully constructed.

- (h) The construction of the Phase One Project Minimum Improvements will require a total investment of not less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), and a valuation of One Million Seven Hundred Ten Thousand and no/100 Dollars (\$1,710,000.00) is reasonable for the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements will be substantially completed by the 31st day of December, 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. Construction of Phase One Project Minimum Improvements. The Developer agrees that it will cause the Phase One Project 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 Phase One Project Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Phase One Project Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00).

Section 3.2 Building Permit Valuation Amount. 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 Phase One Project Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million Four Hundred Thousand Dollars and no/100 Dollars (\$1,400,000.00), by no later than the 1st day of May, 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 Phase One Project Minimum Improvements.

Section 3.3. Construction Plans. The Developer shall cause Construction Plans to be provided for the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Phase One Project Minimum Improvements to be undertaken by no later than the 1st day of May, 2023, and completed (i) by no later than the 31st day of December, 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 Phase One Project Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Phase One Project 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 Phase One Project Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Phase One Project 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 Phase One Project 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 Phase One Project 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. 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. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 co-insurance 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 Phase One Project 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 Phase One Project Minimum Improvements.

- (d) Developer shall notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Phase One Project 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. Reconstruction or Payment. Upon receipt of any condemnation award, the Developer shall use the entire condemnation award to reconstruct the Phase One Project Minimum Improvements (or, in the event only a part of Phase One Project 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 Phase One Project 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 One Million Seven Hundred Ten Thousand and no/100 Dollars (\$1,710,000.00) as of the completion of the Phase One Project Minimum Improvements, but no later than January 1, 2025. Nothing in the Minimum Assessment Agreement shall limit the discretion of the Assessor to assign an actual value to the Phase One Project 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, 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 all prior lienholders and the holder of first mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 6.2. Maintenance of Properties. The Developer shall maintain, preserve and keep the Phase One Project 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 Maintenance of Records. 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. Compliance with Laws. The Developer shall comply with all laws, rules and regulations relating to the Phase One Project 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. Real Property Taxes. 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, Phase One Project 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. Sales Tax. The Developer shall pay all sales tax payable with respect to the Phase One and Phase Two Project Minimum Improvements.

Section 6.7. Utility Usage. 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 Storage 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. Annual Certification. 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 October 15 of each year, commencing October 15, 2024, and ending on October 15, 2034, both dates inclusive.

Section 6.9. Use of Tax Increments. 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. Opinion of Counsel. 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. Provisions To Be Included In Leases Covering Development 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 Phase One Project 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. 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. 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. Prohibition Against Transfer of Property and Assignment of Agreement. 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 Phase One Project Minimum Improvements under this Agreement, (ii) leases to commercial tenants for all or a portion of the Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. 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 ad valorem 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 Phase One Project 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.

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 Phase One Project Minimum Improvements cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Phase One Project Minimum Improvements from property tax liability. Nor can the Development Property or Phase One Project 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 Conveyance of Development Property. 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 from 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. Survey and Platting. 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 Time and Place for Closing and Delivery of Deed. The City shall deliver the Deed and possession of the Development Property to the Developer on or before the 31st day of December, 2022, or on such other date as the parties hereto may mutually agree in writing (the “Closing Date”).

Section 8.7 Recordation of Deed. 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 Conditions Precedent to Conveyance of Property. 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 Phase One Project Minimum Improvements. In the event the Developer has not made substantial progress towards commencement of construction of the Phase One Project Minimum Improvements on the Development Property by no later than September 1, 2023, and commencement of construction does not appear imminent, in the reasonable discretion of the City, by no later than September 1, 2023, then Developer shall have committed an Event of Default within the meaning of Article X and Section 11.1 of this Agreement, and shall convey title to the Development Property to the City as provided in Section 11.2(d) of this Agreement by no later than December 1, 2023.

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 Phase One Project Minimum Improvements located on the Development Property.

ARTICLE IX. DEVELOPER'S RIGHT OF FIRST REFUSAL

Section 9.1. Grant of Right of First Refusal. As additional consideration for Developer's covenants as contained in this Agreement, and upon performance by Developer of all of its obligations to the City under the terms and conditions of this Agreement, but only for so long as Developer is not in default under this Agreement, the City hereby grants Developer an irrevocable right of first refusal (hereinafter the "Right of First Refusal") to acquire the property described in Exhibit A-2 attached to this Agreement (hereinafter the "Right of First Refusal Property"), on the terms and conditions set forth in this Article.

Section 9.2. Right of First Refusal to Acquire Right of First Refusal Property. The Developer's right to acquire the Right of First Refusal Property under this Article shall be on the following terms:

- (a) The Right of First Refusal shall commence on the effective date of this Agreement set forth on page 5 hereof (the "Effective Date of this Agreement").

- (b) The Right of First Refusal shall be irrevocable until December 31, 2025 (hereinafter the “Right of First Refusal Expiration Date.”).
- (c) The Right of First Refusal shall be effective only if the Developer shall have performed all of its obligations to the City as set forth in this Agreement and any agreements referenced in this Agreement, including without limitation the Minimum Assessment Agreement, and only for so long as Developer shall not be in default thereunder.
- (d) In the event the City receives a bona fide proposal from a third party to acquire the Right of First Refusal Property on terms which the City desires to accept, the following procedures shall apply:
- 1) The City shall provide the Developer with written notice of its receipt of the proposal, and include with the notice a complete copy of the proposal, and of the City’s desire to accept such proposal.
 - 2) The Developer shall have a period of fifteen (15) calendar days from the date the Developer receives a copy of the written notice from the City within which to notify the City in writing of Developer’s intent to exercise its rights to acquire the Right of First Refusal Property. The Developer’s written notice to the City shall include the information required under subparagraph 9.2(e) of this Agreement.
- (e) To exercise its right to acquire the Right of First Refusal Property, Developer shall send a notice in writing to the City that it desires to exercise its Right of First Refusal to acquire the Right of First Refusal Property and that it will do so in one of two (2) ways, as follows:
- 1) By purchasing the Right of First Refusal Property for a purchase price of Two Hundred Ten Thousand and no/100 Dollars (\$210,000.00) (the “Right of First Refusal Cash Purchase Price”), and on terms as are provided for in subsection 9.2(f) of this Agreement; or
 - 2) By agreeing to construct the Phase Two Project Minimum Improvements, consisting of a storage facility expansion totaling at least 20,000 square feet of finished space (hereinafter the “Storage Facility Expansion”) with a minimum actual taxable value of at least \$1,000,000.00 for the Storage Facility Expansion. Together with the assumed taxable value of \$210,000.00 for the land that comprises the Right of First Refusal Property, the total minimum actual taxable value for the Storage Facility Expansion and land shall be at least \$1,210,000.00. Other terms such as are provided for in subsection 9.2(g) of this Agreement shall also apply.

- (f) The following procedure shall apply in the event that Developer exercises its Right of First Refusal under subsection 9.2(e)(1) after proper notice has been given by Developer:
- 1) The City shall provide the Developer with a complete abstract of title to the Right of First Refusal Property, continued to a date subsequent to the date of Developer's notice of exercise of the Right of First Refusal, that shows that title to the Right of First Refusal Property is vested in the City, free and clear of all liens and encumbrances of record as provided in subsection (2), all at the City's sole cost and expense.
 - 2) The City shall convey clear title to the Right of First Refusal Property to the Developer by Quit Claim Deed upon compliance with legally required public proceedings, and upon payment to the City by the Developer of the Right of First Refusal Cash Purchase Price. Such conveyance and title shall be subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and existing easements of record, but shall otherwise be free and clear of all other liens and encumbrances of record, other than compliance with the terms and conditions of this Agreement.
 - 3) The City shall deliver the Quit Claim Deed of the Right of First Refusal Property to the Developer within sixty (60) days of the date the City receives Developer's notice of Developer's intent to exercise its Right of First Refusal to acquire the Right of First Refusal Property.
 - 4) The Developer shall promptly file the Quit Claim Deed for recordation among the land records in the Office of the Recorder of the County. The Developer shall pay all costs for recording the Quit Claim Deed. Any revenue stamps or transfer tax on the Quit Claim Deed shall be paid for by the City.
- (g) In the event Developer exercises its Right of First Refusal to acquire the Right of First Refusal Property as provided in subsection 9.2(e)(2), the following provisions shall apply:
- 1) Developer agrees to execute an agreement for private development and minimum assessment agreement with the City on such terms and conditions as the City, in its sole discretion, deems appropriate, within sixty (60) days from the date of the City's receipt of Developer's timely, proper notice of exercise of its Right of First Refusal to acquire

the Right of First Refusal Property by construction of a Storage Facility Expansion.

- 2) The terms and conditions of such agreement for private development shall include without limitation provisions substantially similar to the following provisions of this Agreement:
 - i. Article II, Representations and Warranties;
 - ii. Article III, Construction of Minimum Improvements;
 - iii. Article IV, Restrictions upon Use of Development Property;
 - iv. Article V, Insurance;
 - v. Article VI, Minimum Assessment Agreement and Other Covenants;
 - vi. Article VII, Prohibitions Against Assignment and Transfer;
 - vii. Article X, Indemnification;
 - viii. Article XI, Remedies; and
 - ix. Article XII, Miscellaneous.

- 3) Such agreement for private development shall not entitle Developer to any partial property tax exemption with respect to the Phase Two Project Minimum Improvements that comprise the Storage Facility Expansion or the land comprising the Right of First Refusal Property, and shall not entitle the Developer to any economic development grants or property tax rebates with respect thereto, and shall include a minimum assessment agreement that establishes the minimum assessed value of the Right of First Refusal Property and Storage Facility Expansion at no less than \$1,000,000.00 for the Storage Facility Expansion and \$210,000.00 for the land that comprises the Right of First Refusal Property, for a total of \$1,210,000.00, for a period of ten (10) years following the first day of January immediately subsequent to completion of the construction of the Storage Facility Expansion.

- 4) The Developer shall apply to the City for a building permit based upon a building permit valuation amount for the Storage Facility Expansion

of at least \$1,000,000.00, and shall pay all necessary permit fees in connection therewith, within 120 days of exercising its Right of First Refusal, but in no event later than July 1, 2025, and shall commence construction of the Storage Facility Expansion within 120 days of exercising its Right of First Refusal, but in no event later than July 1, 2025.

- 5) The Developer shall complete construction of the Storage Facility Expansion within one (1) year of the date of issuance of the building permit therefore.
- 6) The Storage Facility Expansion may be either a new building or structure, or an expansion of the original Storage Facility that shall comprise the Phase Two Project Minimum Improvements, and may either be located on the Development Property, on the First Right of Refusal Property, or partially on each such property.

Section 9.3. Expiration of Right of First Refusal. If the Developer fails to notify the City in a timely manner of the exercise of its Right of First Refusal to acquire the Right of First Refusal Property by either of the means described in subsections 9.2(e)(1) or 9.2(e)(2) by the Right of First Refusal Expiration Date, Developer's Right of First Refusal shall expire on the Right of First Refusal Expiration Date, and Developer shall have no further rights in and to the Right of First Refusal Property. The City shall thereafter own the Right of First Refusal Property free and clear of any right, title, interest or claim of the Developer.

Section 9.4. Right of First Refusal Personal to Developer. The rights of Developer as described in this Article IX are personal to Developer, and may not be assigned or transferred to any third party under any circumstances. Any attempted assignment, transfer, or conveyance of the rights of Developer under this Article without the express written consent of the City shall cause an immediate termination of all of the Developer's rights described in this Article.

Section 9.5. Resale of Right of First Refusal Property Within Five Years. In the event that Developer, having acquired the Right of First Refusal Property by payment of the Right of First Refusal Cash Purchase Price under subsections 9.2(e)(1) and 9.2(f), sells the Right of First Refusal Property to any third party at any time within five (5) years of the date of the City's delivery of the Quit Claim Deed conveying the Right of First Refusal Property to the Developer, the Developer shall pay to the City an amount equal to fifty percent (50%) of the amount by which the sale price of the Right of First Refusal Property exceeds the Right of First Refusal Cash Purchase Price of \$210,000.00, which amount shall be paid in cash in full to the City immediately upon the happening of the sale of the Right of First Refusal Property by the Developer. Failure to pay said amount shall

constitute a default under this Agreement. For purposes of this subsection, the term “sell” shall include any voluntary or involuntary sale, exchange, or transfer of title to the Right of First Refusal Property, or any part thereof, to any person or entity whatsoever other than the City; provided, however, that Developer may grant a mortgage on the Right of First Refusal Property as security for a loan made to or guaranteed by the Developer, and the same shall not, in and of itself, constitute a sale of the Right of First Refusal Property within the meaning of this subsection.

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 Phase One Project 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 agreement or condition of this Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Phase One Project 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 Phase One Project 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. Events of Default Defined. 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 the 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) 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 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. No Remedy Exclusive. 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. No Implied Waiver. 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. Non-Discrimination. In carrying out the construction and operation of the Phase One Project 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. Notices. Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") 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
CF Storage, L.L.C.
201 Washington Street
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. Titles of Articles and Sections. 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. Provisions Not Merged With Deed. 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. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 12.7. Entire Agreement. 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. Successors and Assigns. 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. Termination Date of Minimum Assessment Agreement. This Agreement shall terminate and be of no further force or effect with respect to the Phase One Project 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. Memorandum of Agreement. 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. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Agreement all of those obligations which require immediate action.

Section 12.12. No Partnership or Joint Venture. 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. Captions. 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. Number and Gender of Words. 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. Invalid Provisions. 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 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 11.2(d) of this Agreement.

Section 12.16. Multiple Counterparts. 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. Authorization. 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. Time of the Essence. Time is of the essence with respect to all matters described in this Agreement and related documents.

Section 12.19. Survival. 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.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsens, MMC, City Clerk

CF Storage, L.L.C.,
an Iowa limited liability company

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2022,
by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar
Falls, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the ____ day of _____, 2022, by Brian Wingert and Trevor Kerndt, Members, CF Storage, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A-1

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 18, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 acres more or less).

EXHIBIT A-2

RIGHT OF FIRST REFUSAL PROPERTY

The Right of First Refusal 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 17, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.24 acres more or less).

EXHIBIT B

PHASE ONE PROJECT MINIMUM IMPROVEMENTS

The Phase One Project Minimum Improvements shall consist of the construction of a Storage Facility totaling at least 30,000 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

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	September 1, 2023
Substantial Completion	December 31, 2024
Issuance of Occupancy Permit	December 31, 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 CF Storage, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, 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 18, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 Phase One Project 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 HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

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 "City"), and CF Storage, L.L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer have entered into an Agreement for Private Development dated as of _____, 2022 (the "Agreement") regarding certain real property located in the City legally described as:

Lot 18 West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 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 "Phase One Project Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Phase One Project 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 Phase One Project 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 Phase One Project 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 One Million Seven Hundred Ten Thousand and no/100 Dollars (\$1,710,000.00)

(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 Phase One Project Minimum Improvements will be completed on or before September 1, 2024.

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 Phase One Project Minimum Improvements or to the 4.73 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, 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 Phase One Project Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Phase One Project Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

CF Storage, L.L.C.
An Iowa limited liability company

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the _____ day of _____, 2022, by Brian Wingert and Trevor Kerndt, Members, CF Storage, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Phase One Project Minimum Improvements to be constructed and the market value assigned to such Phase One Project 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 Phase One Project Minimum Improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Phase One Project Minimum Improvements and the 4.73 acres of land on which such Phase One Project Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,710,000.00, 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, ss:

Subscribed and sworn to before me by T.J. Koenigsfeld, County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

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 CF Storage, L.L.C., an Iowa limited liability company

City of Cedar Falls, Iowa:

As counsel for CF Storage, 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,

BEECHER, FIELD, WALKER, MORRIS, HOFFMAN AND 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 CF Storage, L.L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 201 Washington Street, 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 18 West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 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.

3. 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.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

CF Storage, L.L.C.
an Iowa limited liability company.

By: _____
Brian Wingert, Member

By: _____
Trevor Kerndt, Member

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2022, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2022, by Brian Wingert and Trevor Kerndt, Members, CF Storage, L.L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, Iowa (319) 268-5160

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 CF STORAGE, L.L.C., AND APPROVING AND AUTHORIZING EXECUTION OF A QUIT CLAIM DEED CONVEYING TITLE TO CERTAIN REAL ESTATE TO CF STORAGE, 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 CF Storage, 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 a Storage Facility totaling at least 30,000 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 18, West Viking Road Industrial Park Phase I, City of Cedar Falls, Black Hawk County, Iowa (Contains 4.73 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 \$1,710,000.00 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 Iowa 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 Iowa 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 Iowa 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, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2022.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa

ORDINANCE NO. 3020

AN ORDINANCE AMENDING SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CHANGING THE DATES AND TIMES OF ALLOWED USE OF CONSUMER FIREWORKS AND CHANGING THE PENALTY FOR VIOLATION TO A SIMPLE MISDEMEANOR.

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

Subsection 16-24(b), Prohibitions and Use, of Section 16-24, Fireworks, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection 16-24(b), Prohibitions and Use, is enacted in lieu thereof, as follows:

(b) *Prohibitions and use.*

- (1) It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on July 4 of each year between the hours of 9:00 a.m. and 11:00 p.m. Any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply to the same calendar year. This section shall not apply to novelties.
- (2) The use of consumer fireworks that mimic display fireworks or rise to 150 decibels or to 210 feet elevation is banned from use at all times within the corporate limits of the City of Cedar Falls unless the user has obtained a permit as provided in subsection 16-24(e).
- (3) Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Cedar Falls shall only occur on the user's owned real property or on real property where the owner has given consent prior to use. Use of fireworks, unless a permit has been obtained, is not allowed on city-owned property, public sidewalks, rights-of-way, streets, parks, or parking lots.
- (4) It is prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.
- (5) All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

(c) *Exceptions.* This section shall not apply to the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization. This section shall not apply to any substance or composition prepared and sold for medicinal or fumigation purposes. This section shall not apply to a person using or exploding fireworks under a valid permit as provided in subsection 16-24(e).

(d) *Enforcement.*

- (1) Citations for violation of this section 16-24 shall be directed to the person observed/found to have violated this section or the owner of real property on which the evidence exists of violation of this section. Furthermore, where evidence of violation of noise or nuisance ordinances exists, such citations may also be written.

- (2) The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 16-24(f).
- (e) *Display fireworks.* The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. (See also section 9-20.)
- (f) *Sales.* A seller of consumer fireworks must possess a license from the state fire marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Cedar Falls except on the dates and times authorized by this section.
- (g) *Violation; Appeal.* A person who violates this section commits a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars.

INTRODUCED: _____ November 7, 2022

PASSED 1st CONSIDERATION: _____ November 7, 2022

PASSED 2nd CONSIDERATION: _____ November 21, 2022

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. ~~30203019~~

AN ORDINANCE AMENDING SECTION 16-24, FIREWORKS, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CHANGING THE DATES AND TIMES OF ALLOWED USE OF CONSUMER FIREWORKS AND CHANGING THE PENALTY FOR VIOLATION TO A SIMPLE MISDEMEANOR.

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

Subsection 16-24(b), Prohibitions and Use, of Section 16-24, Fireworks, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection 16-24(b), Prohibitions and Use, is enacted in lieu thereof, as follows:

(b) *Prohibitions and use.*

- (1) It shall be unlawful for any person to use or explode any consumer fireworks within the corporate limits of the City of Cedar Falls except on ~~July 3 and~~ July 4 of each year between the hours of ~~9:00 a.m. 12:00 noon~~ and ~~11:00 10:30~~ p.m. Any additional days of allowed use may be designated by resolution of council if adopted between the dates of January 1 and March 1 of each year to apply to the same calendar year. This section shall not apply to novelties.
- (2) The use of consumer fireworks that mimic display fireworks or rise to 150 decibels or to 210 feet elevation is banned from use at all times within the corporate limits of the City of Cedar Falls unless the user has obtained a permit as provided in subsection 16-24(e).
- (3) Consistent with the Code of Iowa, use of fireworks within the corporate limits of the City of Cedar Falls shall only occur on the user's owned real property or on real property where the owner has given consent prior to use. Use of fireworks, unless a permit has been obtained, is not allowed on city-owned property, public sidewalks, rights-of-way, streets, parks, or parking lots.
- (4) It is prohibited to direct the use of consumer fireworks in any direction other than onto the user's owned real property or the real property where the owner has given prior consent.
- (5) All consumer firework debris shall be removed from the user's real property or wherever such use has resulted in its debris being located.

(c) *Exceptions.* This section shall not apply to the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization. This section shall not apply to any substance or composition prepared and sold for medicinal or fumigation purposes. This section shall not apply to a person using or exploding fireworks under a valid permit as provided in subsection 16-24(e).

(d) *Enforcement.*

- (1) Citations for violation of this section 16-24 shall be directed to the person observed/found to have violated this section or the owner of real property on which the evidence exists of violation of this section. Furthermore, where evidence of violation of noise or nuisance ordinances exists, such citations may also be written.

- (2) The vendors of fireworks shall be monitored during sales periods as to type of consumer fireworks sold and for compliance with subsection 16-24(f).
- (e) *Display fireworks.* The council may, upon application in writing, grant a permit for the use and explosion of display fireworks within the city limits by municipalities, fair associations, amusement parks, and other organizations or groups of individuals when the use and explosion of such display fireworks will be handled by a competent operator, and proof of liability insurance is shown. (See also section 9-20.)
- (f) *Sales.* A seller of consumer fireworks must possess a license from the state fire marshal. Any retailer or community group selling consumer fireworks must prominently display, at the entrance and exit sites, signs informing customers that the use of consumer fireworks is prohibited within the corporate limits of the City of Cedar Falls except on the dates and times authorized by this section.
- (g) *Violation; Appeal.* A person who violates this section commits a simple misdemeanor punishable by a fine of not less than two hundred fifty dollars.

INTRODUCED: _____ ~~November 7~~ October 17, 2022

PASSED 1st CONSIDERATION: _____ ~~November 7~~ October 17, 2022

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ORDINANCE NO. 3021

AN ORDINANCE TO REMOVE A 2/3 MAJORITY VOTE BY THE CITY COUNCIL IN THE EVENT THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL OF A COMPREHENSIVE PLAN ADOPTION OR SUBSTANTIAL AMENDMENT BY AMENDING SECTION 18-23, POWERS AND DUTIES, UNDER ARTICLE II, PLANNING AND ZONING COMMISSION, ALL WITHIN CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council discussed changes to the Planning Chapter of the Municipal Code of Ordinances at the September 19, 2022 Community Development Committee meeting;

WHEREAS, a public hearing was held October 17, 2022 by the City Council; and

WHEREAS, the City Council approved an amendment to Section 18-23 of the Code of Ordinances after public hearing.

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

Subsection 5 of Section 18-23 Powers and Duties, within Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby deleted and the following substituted in lieu thereof:

- (5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than seven and not more than 14 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of all of the members of the commission. When such comprehensive plan has been adopted

as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. Amendments or modifications to the comprehensive plan shall not become effective except by the favorable vote of a majority of all the members of the city council.

INTRODUCED: _____ November 7, 2022

PASSED 1ST CONSIDERATION: _____ November 7, 2022

PASSED 2ND CONSIDERATION: _____ November 21, 2022

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

ORDINANCE NO. 3021 _____

AN ORDINANCE TO REMOVE A 2/3 MAJORITY VOTE BY THE CITY COUNCIL IN THE EVENT THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL OF A COMPREHENSIVE PLAN ADOPTION OR SUBSTANTIAL AMENDMENT BY AMENDING SECTION 18-23, POWERS AND DUTIES, UNDER ARTICLE II, PLANNING AND ZONING COMMISSION, ALL WITHIN CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council discussed changes to the Planning Chapter of the Municipal Code of Ordinances at the September 19, 2022 Community Development Committee meeting;

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has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. Amendments or modifications to the comprehensive plan shall not become effective except by the favorable vote of a majority of all the members of the city council.

INTRODUCED: _____ November 7, 2022

PASSED 1ST CONSIDERATION: _____ November 7, 2022

PASSED 2ND CONSIDERATION: _____ November 21, 2022

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM Administration

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: October 10, 2022

SUBJECT: Public Hearing for proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances

The City Council directed staff to prepare amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. Both sections pertain to a voting threshold by the City Council should the Planning & Zoning Commission recommend denial of said amendment.

The City Council set the public hearing for October 17, 2022 at their October 3rd meeting.

Background

Chapter 18 of the Municipal Code of Ordinances is related to Planning. Article II addresses the Planning and Zoning Commission. Section 18-23 details their powers and duties. In Section 18-23(5) it states that a comprehensive plan amendment must have a 2/3 majority vote by Council in the event the Planning & Zoning Commission recommends denial.

Chapter 26 of the Municipal Code of Ordinances is the Zoning Ordinance. Article I covers several general terms, with Section 26-4 addressing amendments to Chapter 26. In Section 26-4(c) it states that amendments require a favorable vote of at least 2/3 of the City Council in the event the Planning & Zoning Commission recommends denial. Zoning amendments include both text amendments and map amendments of the zoning ordinance. A text amendment is a change to a regulation, such as a change to building height or setback requirements. A map amendment is a change to the zoning map and is typically referred to as a rezoning. An example would be a property owner asking to rezone their property from A-1 to R-1, to potentially subdivide the property for future homes and public infrastructure. If approved, the zoning map is amended to reflect the new zoning designation of R-1.

In the Community Development Committee meeting on September 19, 2022, staff noted a history of local discussion on this topic of the Council's voting threshold in the event the Planning & Zoning Commission (P&Z) recommends denial. It was first discussed by P&Z in late 1998. At that time, P&Z felt the requirements were appropriate and no recommendation for change advanced to City Council. It was discussed again in 2002-2003. The Planning & Zoning Commission recommended amending the comprehensive plan super majority to a 3/4 vote to match the requirement on the zoning chapter of a 3/4 majority vote. The City Council discussed and then passed an ordinance changing both sections to a simple majority vote by

Council in the event P&Z recommended denial. The Mayor vetoed these ordinances. The City Council failed to override this veto and then unanimously passed an ordinance amending the zoning chapter to a 2/3 majority vote. This is the ordinance in place today. Both the zoning chapter and the planning chapter of our Municipal Code of Ordinances are consistent requiring a 2/3 majority vote in the event the Planning & Zoning Commission recommends denial.

Following is recent research staff conducted on several Iowa communities regarding the voting threshold for Council when the Planning & Zoning Commission recommends denial of a zoning amendment.

City	Type of Zoning Amendment (Text or Map)	Supermajority Vote	2/3	3/4
Ames	Any	No		
Cedar Falls	Any	Yes	✓	
Cedar Rapids	Any	No		
Des Moines	Text	No		
	Map	Yes		✓
Dubuque	Any	Yes		✓
Mason City	Any	No		
Iowa City	Any	No	Joint meeting required	
Waterloo	Any	Yes		✓

Evaluation

In the previous staff report dated September 23, 2002, it was noted that when the zoning ordinance was adopted in 1970 our local mandatory voting requirements were suspected to have matched an Iowa Code requirement. Council requested additional investigation on this topic. Our City Attorney reviewed several versions of Iowa Code not finding a change on this item since 1970. Staff submitted a request to the Legislative Services Agency for further research. Legislative Services researched 60-100 years of code finding no such provision in previous editions of the Iowa Code regarding a City Council voting threshold when the Planning & Zoning Commission recommends denial.

In 2003, Cedar Falls amended the zoning chapter to reduce the majority vote from 3/4 to 2/3. In reviewing additional materials from that amendment, the Mayor’s 2003 veto memo explained that the majority of municipalities surveyed used a super majority requirement for zoning issues (attached).

Following is an updated listing on points of consideration staff identified related to the current proposal to amend to a simple majority vote on both comprehensive plan (§18-23(5)) and zoning amendments (§26-4(c)).

- City Council’s vote is totally independent of P&Z in every situation (regardless of a recommendation for approval or denial).
- Change aligns with State Code.
- Change appears to align with some other Iowa communities.

- P&Z's role is devalued from its current status. (Often P&Z methodically reviews proposals over several meetings that typically include unlimited citizen comment periods and a thoughtful discussion among Commissioners and citizens.)
- Changing at this time may be tied to a specific issue, not a documented trend over time.
- Comprehensive Plans and Zoning Ordinances are intended to provide stability in the market due to the predictability their regulation can provide. Sometimes changes can be contentious and a simple majority Council vote could lend to regulations more easily flipping back and forth with changes in Council. Another scenario could be on-going discord on a matter, as a simple majority vote can be vetoed by the Mayor.

A situation that continues to be in our Zoning Ordinance and mandated by Iowa Code applies to a protest petition by nearby residents. Cedar Falls code states in Section 26-4(c): "... In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council...."

At the September 19, 2022 Committee meeting, concern was expressed that P&Z may not be engaged in the referral process or fully considering the referrals. Following is a review of the referrals made related to the Downtown Character District in 2022 and P&Z's consideration of them:

- Eliminate Shared Parking – On January 18, 2022, Council specifically referred eliminating shared parking requirements in the CD-DT. The Planning & Zoning Commission discussed the matter at their January 26, 2022 meeting and held a public hearing on February 9, 2022, recommending against eliminating it. On March 7, 2022, the City Council vote did not meet the 2/3 super majority to override P&Z's recommendation of denial, therefore it did not advance.
- Increase private parking requirements for residential uses – On January 18, 2022, Council made a general referral to review the residential parking requirement, with consensus to have P&Z consider 1 parking space per bedroom and at least one space per unit. P&Z discussed this, recommending a compromise to increase it from .5/BR to .75/BR but not less than 1 space per unit. Council passed this ordinance change in April 2022.
- Missing Middle Housing – Council discussed in March 2022, with no further referral on the topic.
- Accessory Dwelling Units – Council discussed in March 2022, with no further referral on the topic.
- Site Plan Review – On February 7, 2022, Council made a general referral to P&Z to further consider the appropriate cases for P&Z/Council site plan review vs. administrative (staff level) site plan review. P&Z discussed this and the initial goals from the visioning process at a March meeting, directing staff to prepare an amendment for consideration. On June 6, 2022, after considering five different options, P&Z recommended to add P&Z/Council review of new buildings in the UG, UG2 and Storefront frontages. P&Z also asked staff for monthly reports on all other projects to monitor the types of cases and consider if any future changes may be needed. At the July 18, 2022 Council meeting, this ordinance failed. A motion was then made and passed to petition P&Z to add review of any site plan expanding the floor plan or where

residential is being added. After initial discussion on August 10, 2022 and a public hearing on August 24th, P&Z recommended against making these additional changes to the review process. Council postponed setting a public hearing date for the revised ordinance until after considering whether to amend the voting threshold for Council when P&Z recommends denial.

- Shared Parking – On February 21, 2022, Council referred to P&Z a discussion on the criteria of shared parking to restrict shared parking to on-site only. On March 7, 2022, Council voted to modify this referral by including discussion of the location of allowable shared parking. June 6, 2022, Council added to that referral relative to shared parking downtown and to move discussion up on the committee schedule. The Community Relations & Planning Committee discussed it July 18, 2022, with consensus that shared parking should be referred to P&Z with consideration including but not limited to the location and time of day rules for shared parking. On August 1, 2022 it was referred back to Committee in order to clarify and be more specific about what Council was requesting P&Z to consider. At the subsequent committee meeting on August 15th, a motion was passed to request that the Planning and Zoning Commission again consider eliminating requirements for shared parking and to increase the parking requirement for multi-unit residential to 1 space per bedroom. The Planning & Zoning Commission held a public hearing on September 28, 2022, recommending against both amendments.
- Vinyl siding – On March 21, 2022, Council referred to P&Z the following for consideration: 1) Add an allowance for vinyl siding on any new SF dwelling, 2) Add an allowance for vinyl siding on any new residential building with less than 7 units. (duplexes, townhomes, small apartment buildings). Due to the priority of other referrals and workload, these items have not been discussed by P&Z yet. Upon completion of the above items, this will be the next topic for P&Z discussion.

Due to the length of time and complexity of the discussions/referrals, this listing may inadvertently omit an item or action. Descriptions of the discussion, actions or consensus utilize minutes from each of these meetings.

Moving Forward

Enclosed are proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. If Council decides to proceed with a change, staff asks for consideration of several additional changes to Section 18-23(5). The first is to align the public notice period with those found in the zoning chapter, to be not less than 7 days and not more than 14 days notice before the hearing. The second is, that upon removal of a Council super-majority, it does not seem necessary to dictate a super-majority Planning & Zoning Commission vote on a comprehensive plan amendment. Currently this section states a 2/3 majority vote by P&Z is required. There is no Iowa Code requirement on a voting threshold for the Planning & Zoning Commission.

The City Attorney has advised that to change the ordinances in question, a simple majority vote is all that is required.

Attachments:

- Redline version of proposed changes
- Draft ordinances amending City Code Section 18-23(5) and Section 26-4(c)
- 2003 Staff Report on amendments
- Planning & Zoning Commission recommendation to City Council (December 19, 2022)
- June 11, 2003 Mayor veto memo

Chapter 18 PLANNING

ARTICLE II. PLANNING AND ZONING COMMISSION

Sec. 18-23. Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

- (1) The commission shall make or cause to be made such surveys, studies, maps, plans or charts of the whole or any portion of the city and of any land outside thereof which, in the opinion of the commission, bears relation to a comprehensive plan, and shall submit such plans to the council with its studies and recommendations, and it may publish the plans.
- (2) The commission shall prepare a comprehensive plan regarding the height, number of stories and size of buildings and structures, the percentage of ground that may be occupied, the size of yards, courts and other open spaces, the density of population, and the location and use of buildings, structures and land for trade, industry, residence or other purposes, and shall prepare preliminary reports and hold public meetings and hearings and submit final reports thereon and recommendations to the council, and shall, further, recommend to the council from time to time, as conditions may require, amendments, supplements, changes or modifications in any comprehensive plan prepared by the commission.
- (3) All plans, plats or replats of subdivisions or resubdivisions of land in the city or adjacent thereto, laid out in lots or plats with the streets, alleys or other portions of the subdivision or resubdivision intended to be dedicated to the public in the city, and all proposals for the vacation of a street or partial vacation of a street, alley or public ground, shall first be submitted to the commission, and its recommendations obtained before approval by the city council.
- (4) No plan for any street, park, parkway, boulevard, trafficway, riverfront or other public improvement affecting the city plan shall be finally approved by the city, or the character or location thereof determined, unless such proposal shall first have been submitted to the commission and the commission shall have had 60 days within which to file its recommendations thereon.
- (5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than ~~ten-seven~~ and not more than ~~20-14~~ days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of ~~not less than two-thirds~~ a majority vote of all of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. ~~Amendments or modifications to the comprehensive plan shall not become effective except by the favorable vote of a majority of all the members of the city council. may be approved by a majority vote of all of the members of the council. Passage of an ordinance, amendment, or resolution requires a majority vote of all of the members of the council. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.~~

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- (6) The commission may employ such technical assistance as it deems necessary, subject to budgetary limitations. Such assistance may be in the form of secretarial, consultant or legal service. The commission should, as a matter of policy, invite such assistants, the zoning administrator and the city engineer, or their representatives, to regularly attend meetings of the commission and to offer information or make suggestions regarding items under consideration.
 - (7) The city council may annually appropriate a sum of money from the general funds for the payment of the expense of the commission. The commission shall have full, complete and exclusive authority to expend for and on behalf of the city all sums of money so appropriated.
 - (8) The commission, each year, shall make a report to the mayor and city council of its proceedings, with a full statement of its receipts and disbursements and the progress of its work for the preceding fiscal year.
 - (9) The commission shall adopt such rules and regulations governing its organization and procedure as may be deemed necessary.
 - (10) The commission shall have all other powers and duties providing for planning and zoning commissions in Iowa Code ch. 414.

(Code 2017, § 21-30)

P42 12-18-02

Zoning Ordinance Amendment, Section 29-4, Voting

REQUEST: Request to approve a Zoning Ordinance Amendment, Section 29-4, relative to mandatory voting requirements for Zoning Ordinance Amendments.

PETITIONER: City of Cedar Falls Department of Developmental Services.

PROPOSAL: It is proposed to change the voting requirements for the City Council outlined in Section 29-4 of the Zoning Ordinance in the event of a recommendation of denial by the Planning and Zoning (P&Z) Commission relating to a Zoning Ordinance amendment. Currently the voting requirement to override a P&Z Commission recommendation of denial is a 3/4 vote (super-majority) by the Council (or six out of seven Council members). A similar mandatory voting requirement relating to Schematic Land Use Map Amendments (Section 21-30) requires a 2/3 City Council vote (5 out of 7 Council members) in the event of a P&Z recommendation of denial of a Land Use Map Amendment. These two separate voting requirements (2/3 vs. 3/4) can occur on the same Zoning Ordinance amendment (i.e. rezoning of property), which can create a confusing voting scenario.

BACKGROUND: The Zoning Ordinance outlines procedures for amending the Zoning Ordinance, including description of public notice requirements and also description of various mandatory voting requirement scenarios. Some of these requirements are mandated by State Code (section 414.5). Minimum State Code requirements cannot be altered. However, there are certain components of the City Zoning Ordinance that can be amended in order to reduce any potential voting confusion in the event of certain Zoning Ordinance amendments.

Zoning Ordinance amendments take two separate forms. In one case, an Ordinance Amendment can involve a simple revision to the Zoning Ordinance text, such as changing the rules for parking regulations or sign regulations or building setback regulations in a certain Zoning District. These are "text changes," but are also "Zoning Ordinance Amendments." Another typical Ordinance Amendment is when land within the City is rezoned from one zoning district classification to another (i.e. A-1 to R-1, or MU to PC-2). These types of amendments are also controlled by rules outlined in Section 29-4. In both cases the City is required to publish a public notice in the local newspaper at least seven days but no more than fourteen days before the

date of the public hearing by the Commission. There is no requirement in the Code to notify property owners or provide any other type of public notice; however, City staff will typically make efforts to notify nearby property owners in the case of a rezoning request and may post a sign near the property in question as another form of "public notice." However, these measures are not required by Code.

The Code explains in detail the voting requirements for the City Council where the ordinance amendment (i.e. rezoning) is opposed by the owners of 20% or more of the property which is located within 200 feet of the boundary of the property under consideration. This particular provision (20% of property owners within 200 feet) is found in the State Code (section 414.5) and cannot be amended. In this event (objections from 20% of property owners within 200 feet) State Code mandates a 3/4 vote by the City Council in order to approve said amendment. In this case even if the Planning and Zoning Commission recommends approval of the proposed amendment but the 20%/200 ft. objection standard is satisfied the 3/4 vote requirement by the City Council is still mandated.

This particular Zoning Code requirement (Section 29-4) also mandates a 3/4 vote by the City Council (six out of seven Council members) in the event that the Planning and Zoning Commission recommends denial of the amendment. This provision is not mandated by State Code. It is suspected that when Section 29-4 was adopted in 1970 along with the rest of the Zoning Ordinance the mandatory voting requirement relative to P&Z recommendation was established to "match" the State Code requirement relative to adjacent property owner objections (i.e. 20%/200 ft.). In other words, the Planning and Zoning Commission recommendation on zoning matters, particularly rezoning of property, imposes a heavy burden upon the City Council to override.

In addition to this particular voting standard found in the Zoning Ordinance, there is another section of the City Code, Section 21, which outlines the duties and responsibilities of the Planning and Zoning Commission. This section also outlines mandatory voting requirements relative to adoption or amendment of the City Comprehensive Plan, or parts thereof. Section 21-30-5 describes public notice requirements and voting

requirements for amendments to the Comprehensive Plan. Typically, an amendment to the Comprehensive Plan involves amendments to the City Schematic Land Use Map in some rezoning applications. In this case if the Commission recommends denial of said proposed amendment the City Council can override the recommendation only with a 2/3 vote (five out of seven Council members).

There are a number of scenarios that can occur in any given property rezoning request. The majority of such requests (i.e. rezoning to expand the industrial park area) are non-controversial to abutting property owners and the requested change agrees with the City Plan (i.e. Land Use Map). In those cases the Commission will typically recommend approval and the City Council will be able to approve the request with a simple majority of the Council (four out of seven).

In other cases a rezoning request may agree with the Land Use Map but nearby property owners may object. This has occurred with rather routine R-1, Residential rezoning requests in areas where residential development is logically expected to occur and is shown accordingly on the City Land Use Map. In this case the Planning and Zoning Commission would not need to vote on the Land Use Map issue since the rezoning agrees with the City Plan and the Commission may logically agree to recommend approval of the rezoning. However, if abutting property owners file an objection, and if that objection meets the 20%/200 foot rule outlined in the City Code and in State Code, a 3/4 City Council vote would be mandated in order to approve the rezoning request.

In other cases the Planning and Zoning Commission might not have an issue with the Land Use Map (thus no vote required) but the rezoning request may violate some other standard, such as lack of sanitary sewer service, or perhaps due to unusual public opposition, however, objections may not satisfy the 20%/200 foot rule. If the Commission recommends denial the City Council would be forced into a 3/4 vote scenario.

The most unusual scenario is a very controversial rezoning issue that involves public opposition, a Land Use Map Amendment, abutting property owner objections that satisfy

the 20%/200 ft. rule, and the Commission recommends denial. In this case the City Council would be forced into a 2/3 vote to approve the Land Use Map (five out of seven) and a 3/4 vote to approve the rezoning (six out of seven). A majority of Council members may support the rezoning (perhaps considering the larger benefit to the entire community). There may be sufficient votes to approve the Land Use Map amendment (five) but not enough to overturn the recommendation of denial on the rezoning request (six votes required). In this scenario if five Council votes approve the Land Use Map amendment, but six votes cannot be secured to approve the rezoning, the City could find itself in a legal quandary relating to justification for denial of the rezoning. A rezoning decision must be based upon a rather narrow range of legal standards: conformance with the City Plan (i.e. City Land Use Map) or conformance with sanitary sewer policies. If in the above scenario sewer service availability is not at issue, but rather a Land Use Map issue is the sole legal foundation for approval or denial the City Council may find it difficult to legally justify approval of the Land Use Map amendment but not the rezoning request.

It is obvious in the latter voting scenario that the 2/3 voting requirement (five out of seven) is out of balance with the 3/4 voting requirement (six out of seven). It is proposed to "balance" these two requirements by reducing the current 3/4 vote requirement in the event of P&Z Commission recommendation of denial on the rezoning issue from 3/4 to 2/3. The 3/4 vote standard will still remain in place for the State Code mandated scenario where 20% of abutting property owners within 200 ft. of the rezoning boundary submit a written objection. However, if there are no abutting property owner objections the Planning and Zoning Commission recommendation of denial will force only a 2/3 vote by the City Council rather than 3/4 vote.

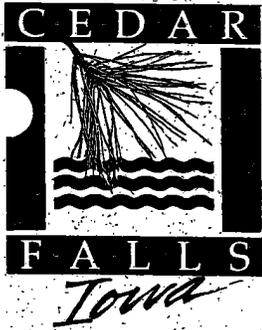
This particular proposal relating to 3/4 voting requirements was discussed by the Planning and Zoning Commission in 1998. At that time some members of the Commission raised the issue of "undue influence" the Commission might carry in rezoning decisions. This issue was debated at length. The Commission decided to take no action on any change to the Ordinance voting requirements at that time. However, the voting "imbalance" issue was not identified nor discussed at that time since that particular voting

scenario (2/3 vs. 3/4) had not occurred. It is now obvious from a recent potential voting scenario that it is possible that the Council could approve a Land Use Map Amendment (five votes) but be unable to approve the rezoning request (six votes), which undermines the legal basis for denial of the rezoning request. The potential for this rather unusual voting scenario illustrates the need to revise the voting requirements accordingly in order to minimize potential legal action against the City.

In addition to the legal implications of this voting imbalance, City staff continues to agree with assertions made by Commission members in 1998 that the Commission may indeed wield too much influence in zoning decisions. Rezoning requests often carry City-wide implications in terms of economic development impacts. While nearby residents may oppose certain requests, the proposed rezoning may indeed be the best path for the City to take. The best resolution for these types of decisions is to allow the City Council, to that extent possible, take action that represents the best interest of the entire City. The current 3/4 voting scenario imposes a severe limitation on the City Council's ability to act on behalf of the entire City.

**STAFF
RECOMMENDATION:**

The Department of Developmental Services recommends approval of the Zoning Ordinance amendment relative to Section 29-4, reducing the voting requirement of the City Council to 2/3 vote in order to override a recommendation of denial by the Planning and Zoning Commission. This vote revision will match the existing 2/3 vote requirement for amending the City Plan (Sec. 21-30). The current 3/4 vote requirement pertaining to abutting property owner objections (20% within 200 feet) will remain intact.



PLANNING AND ZONING COMMISSION

CITY OF CEDAR FALLS, IOWA
 217 WASHINGTON ST.
 CEDAR FALLS, IOWA 50613
 319-273-8606
 FAX 319-273-8610

December 19, 2002

Honorable Mayor Jon T. Crews and City Council
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613

RE: Zoning Ordinance Amendment, Mandatory Voting, Section 29-4

Dear Mayor and City Council:

The Cedar Falls Planning and Zoning Commission met in regular session on Wednesday, December 18, 2002 at 7:00 p.m. in the City Hall Council Chambers, 220 Clay Street. At that time the Commission considered a request from the City Department of Developmental Services to amend Section 29-4-c of the Zoning Ordinance, which outlines mandatory voting requirements for the City Council in the event that a Zoning Ordinance amendment is recommended for denial by the Planning and Zoning Commission (i.e. 3/4 vote).

Chair Montz introduced the matter and noted that there is a Committee report on the request. Ms. Hays made a motion to receive and file the Committee report. Ms. Anglum seconded the motion. The motion was approved unanimously.

Mr. Montz also noted that a public hearing is required on the proposed ordinance amendment. He noted proof of publication of public notice. Mr. Eck made a motion to receive and file proof of public notice. Ms. Hays seconded the motion. The motion was approved unanimously. Mr. Montz proceeded to explain the rules of the public hearing and declared the hearing open.

City Planner Martin Ryan provided background information. He described the 3/4 voting scenario imposed upon the City Council in the event of a recommendation of denial by the Planning and Zoning Commission. He noted that many Iowa cities have this voting requirement, which was originally based upon a State law, which is no longer in effect. Cedar Rapids, for example, has no extraordinary voting requirements in their ordinance based upon P&Z recommendation of denial. Mr. Ryan also noted there is another

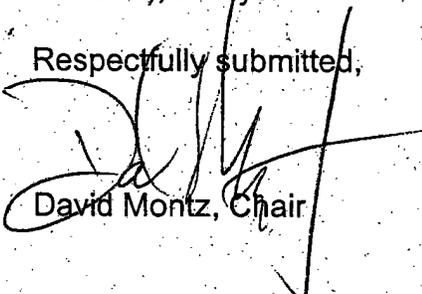
section of the City Code, Section 21-30-5, which specifies a 2/3 voting requirement relative to amendments to the Comprehensive Plan (i.e. City Schematic Land Use Map). In that case if the Commission recommends denial of a land use map amendment the Council is required to have a 2/3 vote to overturn the negative recommendation. Mr. Ryan noted that the 2/3 – 3/4 voting requirements can occur on the same rezoning issue (i.e. recent Wal-Mart rezoning) which can create a voting “imbalance” on the City Council. He recommended that these two voting standards be balanced with a 2/3 vote in each case.

No persons were present to speak either in favor or in opposition to the proposal. Mr. Montz declared the public hearing closed.

Commission members had a number of comments on the proposal. It was generally agreed that the two voting standards should be balanced. However, Mr. Kressig was concerned that a 2/3 voting standard would minimize the impact that the Commission recommendation has on the City Council. Ms. Anglum stated that the Commission specializes in zoning and planning issues and is in a good position to make informed decisions that reflect the desires of the community. She felt that a 2/3 voting standard may not fully reflect the Commission’s efforts in this regard. Ms. Hays agreed, noting the time and energy put into preparation of the Comprehensive Plan. Mr. Eck voiced his support for retaining the 3/4 vote in the Zoning Ordinance and increasing the 2/3 vote on land use map issues to 3/4. Mr. Wieland noted that the Commission is not a political body but is a research and recommending body. The Commission should be given broad authority in zoning matters.

Following all discussion Mr. Eck made a motion to retain the current 3/4 voting standard in Section 29-4 and to recommend changing the 2/3 voting requirement in Section 21-30-5 from 2/3 to 3/4. Mr. Kressig seconded the motion. The motion was approved unanimously with 7 ayes (Andersen, Anglum, Darrah, Eck, Hays, Kressig, Wieland), 0 nays.

Respectfully submitted,



David Montz, Chair



OFFICE OF THE MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5119
FAX 319-268-5126

MEMORANDUM

TO: City Council
FROM: Mayor Jon Crews 
DATE: June 11, 2003
RE: Passage of recent ordinances at June 9 City Council meeting

This communication is an official notice to City Council that, as Mayor of Cedar Falls, I am hereby issuing a written veto of Ordinance No. 2436, passed by the City Council on a simple majority vote on June 9, 2003.

I believe that, for the purpose of balance of governmental authority, the system we have had in place in Cedar Falls for the last 33 years has worked well for the benefit of all residents. The Planning & Zoning Commission spends a great deal of time reviewing and analyzing planning and zoning issues. A negative vote by that Commission, I believe, should require a slightly higher margin than a simple majority.

I am recommending that the City Council adopt a change to the Zoning Ordinance that would reduce the requirement from three-fourths to two-thirds to match the current Schematic Land Use requirement of two-thirds. That would require a vote of three council members to stop the overturning of a negative recommendation from Planning & Zoning Commission on both Schematic Land Use issues and on the Zoning issues. If the ordinances are passed and adopted as a simple majority, whoever is in the Mayor's position still could veto any City Council override of planning and zoning negative votes on zoning or schematic land use and require a two-thirds vote of the Council. This provision of State law underscores the need for a consistent two-thirds vote.

On the Zoning issue, the City Attorney has recommended that it would take a three-fourths vote of the City Council to approve a simple majority ordinance. The majority of the Council (by simple majority) has elected to act contrary to that advice. I believe we should follow the City

"OUR CITIZENS ARE OUR BUSINESS"

Attorney's advice that is supported by the City Clerk, the City Planner, and the Department Directors who oversee those divisions. They all feel that the safest approach to avoid future litigation on the legality of the ordinance is to approve the ordinance with a three-fourths vote instead of a simple majority vote.

It is clear that our current system has worked well. The majority of municipalities surveyed use a super majority requirement for zoning issues. The State requires a three-fourths vote if enough nearby residents object. Therefore, I think it is consistent to hold a higher standard than a simple majority for overturning recommendations by the Cedar Falls Planning and Zoning Commission.

Given these reasons for this veto, I hope the council and citizens will support this decision.

ORDINANCE NO. 3022

AN ORDINANCE TO REMOVE A 2/3 MAJORITY VOTE BY THE CITY COUNCIL IN THE EVENT THE PLANNING AND ZONING COMMISSION RECOMMENDS DENIAL OF AN AMENDMENT, SUPPLEMENT OR CHANGE BY AMENDING SECTION 26-4, AMENDMENTS TO CHAPTER, UNDER ARTICLE I, IN GENERAL; ALL WITHIN CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA

WHEREAS, the City Council discussed changes to the Zoning Chapter of the Municipal Code of Ordinances at the September 19, 2022 Community Development Committee meeting; and

WHEREAS, a public hearing was held October 17, 2022 by the City Council; and

WHEREAS, the City Council approved an amendment to Section 26-4 of the Code of Ordinances after public hearing.

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

Subsection (c) of Section 26-4 Amendments to Chapter within Article I, In General, 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:

- (c) In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.

INTRODUCED: _____ November 7, 2022

PASSED 1ST CONSIDERATION: _____ November 7, 2022

PASSED 2ND CONSIDERATION: _____ November 21, 2022

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM Administration

TO: Mayor Robert M. Green and City Council

FROM: Stephanie Houk Sheetz, AICP, Director of Community Development

DATE: October 10, 2022

SUBJECT: Public Hearing for proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances

The City Council directed staff to prepare amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. Both sections pertain to a voting threshold by the City Council should the Planning & Zoning Commission recommend denial of said amendment.

The City Council set the public hearing for October 17, 2022 at their October 3rd meeting.

Background

Chapter 18 of the Municipal Code of Ordinances is related to Planning. Article II addresses the Planning and Zoning Commission. Section 18-23 details their powers and duties. In Section 18-23(5) it states that a comprehensive plan amendment must have a 2/3 majority vote by Council in the event the Planning & Zoning Commission recommends denial.

Chapter 26 of the Municipal Code of Ordinances is the Zoning Ordinance. Article I covers several general terms, with Section 26-4 addressing amendments to Chapter 26. In Section 26-4(c) it states that amendments require a favorable vote of at least 2/3 of the City Council in the event the Planning & Zoning Commission recommends denial. Zoning amendments include both text amendments and map amendments of the zoning ordinance. A text amendment is a change to a regulation, such as a change to building height or setback requirements. A map amendment is a change to the zoning map and is typically referred to as a rezoning. An example would be a property owner asking to rezone their property from A-1 to R-1, to potentially subdivide the property for future homes and public infrastructure. If approved, the zoning map is amended to reflect the new zoning designation of R-1.

In the Community Development Committee meeting on September 19, 2022, staff noted a history of local discussion on this topic of the Council's voting threshold in the event the Planning & Zoning Commission (P&Z) recommends denial. It was first discussed by P&Z in late 1998. At that time, P&Z felt the requirements were appropriate and no recommendation for change advanced to City Council. It was discussed again in 2002-2003. The Planning & Zoning Commission recommended amending the comprehensive plan super majority to a 3/4 vote to match the requirement on the zoning chapter of a 3/4 majority vote. The City Council discussed and then passed an ordinance changing both sections to a simple majority vote by

Council in the event P&Z recommended denial. The Mayor vetoed these ordinances. The City Council failed to override this veto and then unanimously passed an ordinance amending the zoning chapter to a 2/3 majority vote. This is the ordinance in place today. Both the zoning chapter and the planning chapter of our Municipal Code of Ordinances are consistent requiring a 2/3 majority vote in the event the Planning & Zoning Commission recommends denial.

Following is recent research staff conducted on several Iowa communities regarding the voting threshold for Council when the Planning & Zoning Commission recommends denial of a zoning amendment.

City	Type of Zoning Amendment (Text or Map)	Supermajority Vote	2/3	3/4
Ames	Any	No		
Cedar Falls	Any	Yes	✓	
Cedar Rapids	Any	No		
Des Moines	Text	No		
	Map	Yes		✓
Dubuque	Any	Yes		✓
Mason City	Any	No		
Iowa City	Any	No	Joint meeting required	
Waterloo	Any	Yes		✓

Evaluation

In the previous staff report dated September 23, 2002, it was noted that when the zoning ordinance was adopted in 1970 our local mandatory voting requirements were suspected to have matched an Iowa Code requirement. Council requested additional investigation on this topic. Our City Attorney reviewed several versions of Iowa Code not finding a change on this item since 1970. Staff submitted a request to the Legislative Services Agency for further research. Legislative Services researched 60-100 years of code finding no such provision in previous editions of the Iowa Code regarding a City Council voting threshold when the Planning & Zoning Commission recommends denial.

In 2003, Cedar Falls amended the zoning chapter to reduce the majority vote from 3/4 to 2/3. In reviewing additional materials from that amendment, the Mayor's 2003 veto memo explained that the majority of municipalities surveyed used a super majority requirement for zoning issues (attached).

Following is an updated listing on points of consideration staff identified related to the current proposal to amend to a simple majority vote on both comprehensive plan (§18-23(5)) and zoning amendments (§26-4(c)).

- City Council's vote is totally independent of P&Z in every situation (regardless of a recommendation for approval or denial).
- Change aligns with State Code.
- Change appears to align with some other Iowa communities.

- P&Z's role is devalued from its current status. (Often P&Z methodically reviews proposals over several meetings that typically include unlimited citizen comment periods and a thoughtful discussion among Commissioners and citizens.)
- Changing at this time may be tied to a specific issue, not a documented trend over time.
- Comprehensive Plans and Zoning Ordinances are intended to provide stability in the market due to the predictability their regulation can provide. Sometimes changes can be contentious and a simple majority Council vote could lend to regulations more easily flipping back and forth with changes in Council. Another scenario could be on-going discord on a matter, as a simple majority vote can be vetoed by the Mayor.

A situation that continues to be in our Zoning Ordinance and mandated by Iowa Code applies to a protest petition by nearby residents. Cedar Falls code states in Section 26-4(c): “.... In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council....”

At the September 19, 2022 Committee meeting, concern was expressed that P&Z may not be engaged in the referral process or fully considering the referrals. Following is a review of the referrals made related to the Downtown Character District in 2022 and P&Z's consideration of them:

- Eliminate Shared Parking – On January 18, 2022, Council specifically referred eliminating shared parking requirements in the CD-DT. The Planning & Zoning Commission discussed the matter at their January 26, 2022 meeting and held a public hearing on February 9, 2022, recommending against eliminating it. On March 7, 2022, the City Council vote did not meet the 2/3 super majority to override P&Z's recommendation of denial, therefore it did not advance.
- Increase private parking requirements for residential uses – On January 18, 2022, Council made a general referral to review the residential parking requirement, with consensus to have P&Z consider 1 parking space per bedroom and at least one space per unit. P&Z discussed this, recommending a compromise to increase it from .5/BR to .75/BR but not less than 1 space per unit. Council passed this ordinance change in April 2022.
- Missing Middle Housing – Council discussed in March 2022, with no further referral on the topic.
- Accessory Dwelling Units – Council discussed in March 2022, with no further referral on the topic.
- Site Plan Review– On February 7, 2022, Council made a general referral to P&Z to further consider the appropriate cases for P&Z/Council site plan review vs. administrative (staff level) site plan review. P&Z discussed this and the initial goals from the visioning process at a March meeting, directing staff to prepare an amendment for consideration. On June 6, 2022, after considering five different options, P&Z recommended to add P&Z/Council review of new buildings in the UG, UG2 and Storefront frontages. P&Z also asked staff for monthly reports on all other projects to monitor the types of cases and consider if any future changes may be needed. At the July 18, 2022 Council meeting, this ordinance failed. A motion was then made and passed to petition P&Z to add review of any site plan expanding the floor plan or where

residential is being added. After initial discussion on August 10, 2022 and a public hearing on August 24th, P&Z recommended against making these additional changes to the review process. Council postponed setting a public hearing date for the revised ordinance until after considering whether to amend the voting threshold for Council when P&Z recommends denial.

- Shared Parking – On February 21, 2022, Council referred to P&Z a discussion on the criteria of shared parking to restrict shared parking to on-site only. On March 7, 2022, Council voted to modify this referral by including discussion of the location of allowable shared parking. June 6, 2022, Council added to that referral relative to shared parking downtown and to move discussion up on the committee schedule. The Community Relations & Planning Committee discussed it July 18, 2022, with consensus that shared parking should be referred to P&Z with consideration including but not limited to the location and time of day rules for shared parking. On August 1, 2022 it was referred back to Committee in order to clarify and be more specific about what Council was requesting P&Z to consider. At the subsequent committee meeting on August 15th, a motion was passed to request that the Planning and Zoning Commission again consider eliminating requirements for shared parking and to increase the parking requirement for multi-unit residential to 1 space per bedroom. The Planning & Zoning Commission held a public hearing on September 28, 2022, recommending against both amendments.
- Vinyl siding – On March 21, 2022, Council referred to P&Z the following for consideration: 1) Add an allowance for vinyl siding on any new SF dwelling, 2) Add an allowance for vinyl siding on any new residential building with less than 7 units. (duplexes, townhomes, small apartment buildings). Due to the priority of other referrals and workload, these items have not been discussed by P&Z yet. Upon completion of the above items, this will be the next topic for P&Z discussion.

Due to the length of time and complexity of the discussions/referrals, this listing may inadvertently omit an item or action. Descriptions of the discussion, actions or consensus utilize minutes from each of these meetings.

Moving Forward

Enclosed are proposed amendments to Section 18-23(5) and Section 26-4(c) of the Municipal Code of Ordinances. If Council decides to proceed with a change, staff asks for consideration of several additional changes to Section 18-23(5). The first is to align the public notice period with those found in the zoning chapter, to be not less than 7 days and not more than 14 days notice before the hearing. The second is, that upon removal of a Council super-majority, it does not seem necessary to dictate a super-majority Planning & Zoning Commission vote on a comprehensive plan amendment. Currently this section states a 2/3 majority vote by P&Z is required. There is no Iowa Code requirement on a voting threshold for the Planning & Zoning Commission.

The City Attorney has advised that to change the ordinances in question, a simple majority vote is all that is required.

Attachments:

- Redline version of proposed changes
- Draft ordinances amending City Code Section 18-23(5) and Section 26-4(c)
- 2003 Staff Report on amendments
- Planning & Zoning Commission recommendation to City Council (December 19, 2022)
- June 11, 2003 Mayor veto memo

Chapter 26 - ZONING

ARTICLE I. - IN GENERAL

Sec. 26-4. Amendments to chapter.

- (a) The city council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after reports by the city planning and zoning commission, amend, supplement or change the boundaries or regulations established in this chapter or subsequently established. Such amendment shall not become effective except by the favorable vote of a majority of all the members of the city council.
- (b) Prior to and in addition to the requirements of subsection (a) of this section, whenever any person desires that any amendment or change be made in this chapter as to any property in the city, there shall be presented to the city planning and zoning commission a petition requesting such change or amendment signed by the owners of at least 50 percent of the area of all the real estate included within the boundaries of the tract as described in the petition. The petition shall contain a legal description of the real estate for which rezoning is requested, the existing zoning classification and the requested zoning classification. The petition shall also have attached to it a plat which identifies the real estate for which rezoning is requested and which also shows all public streets and highways within a distance of 300 feet; the platted addition, if any, or the government section number and quarters in which the real estate is located; the existing zoning classification; and the requested zoning classification. Such plats shall be of a scale of not less than 300 feet to one inch. Within 30 days after the filing of such petition, the city planning and zoning commission, acting as a commission or acting through its chairperson, vice-chairperson or other authorized agent, shall fix a time, date and place of hearing on the petition, which date shall be no more than 60 days after the filing of such petition. The petitioner for such change or amendment shall thereafter cause a notice of hearing to be published once in a newspaper of general circulation published within the city, at least seven but not more than 14 days before the date fixed for such hearing. Such notice shall contain the time, date and place of the hearing, the existing zoning classification, the requested zoning classification and a reproduction of the plat attached to the petition, and shall be signed by the petitioners. The city planning and zoning commission may, upon the unanimous approval of the members present at a meeting, act upon a petition for rezoning or initiate a zoning change or amendment without the necessity of such a plat, notice or hearing.
- (c) ~~In case the proposed amendment, supplement or change is disapproved by the city planning and zoning commission, such amendment, supplement or change shall not become effective except by the favorable vote of at least two-thirds of all the members of the city council.~~ In case a written protest against a proposed amendment, supplement or change is filed with the city clerk duly signed by the owners of 20 percent or more of the area of the lots included in such proposed change, or by the owners of 20 percent or more of the property which is located within 200 feet of the exterior boundaries of the property for which the amendment, supplement or change is proposed, such amendment shall not become effective except by the favorable vote of at least three-fourths of all the members of the city council. Whenever any petition for an amendment, supplement or change of the zoning or regulations contained in this chapter or subsequently established shall have been denied by the city council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the city council until six months shall have elapsed from the date of the filing of the first petition.
- (d) Unless any lot, tract or parcel of land hereafter zoned to a less restrictive classification than as provided in this chapter has been used or developed for such less restrictive classification within two years from such rezoning, or unless there exists an unexpired building permit for the development thereof at the end of such two years, the city planning and zoning commission may, prior to the bona fide commencement of the use or development of the land in its less restrictive classification, after seven days' notice, in writing, to the then record owner of the land providing a reasonable opportunity to be heard, initiate and recommend to the city council that the land be rezoned to its zoning classification as established at the date of the passage of the ordinance from which this chapter is derived.

(e) Before any action has been taken as provided in this section, the party proposing or recommending a change in district regulations or district boundaries shall deposit with the city clerk such sum as established by the council from time to time to cover the costs of this procedure. The fee will be nonrefundable.

(Ord. No. 2922, § 1(29-4), 5-7-2018)

P42 12-18-02

Zoning Ordinance Amendment, Section 29-4, Voting

REQUEST: Request to approve a Zoning Ordinance Amendment, Section 29-4, relative to mandatory voting requirements for Zoning Ordinance Amendments.

PETITIONER: City of Cedar Falls Department of Developmental Services.

PROPOSAL: It is proposed to change the voting requirements for the City Council outlined in Section 29-4 of the Zoning Ordinance in the event of a recommendation of denial by the Planning and Zoning (P&Z) Commission relating to a Zoning Ordinance amendment. Currently the voting requirement to override a P&Z Commission recommendation of denial is a 3/4 vote (super-majority) by the Council (or six out of seven Council members). A similar mandatory voting requirement relating to Schematic Land Use Map Amendments (Section 21-30) requires a 2/3 City Council vote (5 out of 7 Council members) in the event of a P&Z recommendation of denial of a Land Use Map Amendment. These two separate voting requirements (2/3 vs. 3/4) can occur on the same Zoning Ordinance amendment (i.e. rezoning of property), which can create a confusing voting scenario.

BACKGROUND: The Zoning Ordinance outlines procedures for amending the Zoning Ordinance, including description of public notice requirements and also description of various mandatory voting requirement scenarios. Some of these requirements are mandated by State Code (section 414.5). Minimum State Code requirements cannot be altered. However, there are certain components of the City Zoning Ordinance that can be amended in order to reduce any potential voting confusion in the event of certain Zoning Ordinance amendments.

Zoning Ordinance amendments take two separate forms. In one case, an Ordinance Amendment can involve a simple revision to the Zoning Ordinance text, such as changing the rules for parking regulations or sign regulations or building setback regulations in a certain Zoning District. These are "text changes," but are also "Zoning Ordinance Amendments." Another typical Ordinance Amendment is when land within the City is rezoned from one zoning district classification to another (i.e. A-1 to R-1, or MU to PC-2). These types of amendments are also controlled by rules outlined in Section 29-4. In both cases the City is required to publish a public notice in the local newspaper at least seven days but no more than fourteen days before the

date of the public hearing by the Commission. There is no requirement in the Code to notify property owners or provide any other type of public notice; however, City staff will typically make efforts to notify nearby property owners in the case of a rezoning request and may post a sign near the property in question as another form of "public notice." However, these measures are not required by Code.

The Code explains in detail the voting requirements for the City Council where the ordinance amendment (i.e. rezoning) is opposed by the owners of 20% or more of the property which is located within 200 feet of the boundary of the property under consideration. This particular provision (20% of property owners within 200 feet) is found in the State Code (section 414.5) and cannot be amended. In this event (objections from 20% of property owners within 200 feet) State Code mandates a 3/4 vote by the City Council in order to approve said amendment. In this case even if the Planning and Zoning Commission recommends approval of the proposed amendment but the 20%/200 ft. objection standard is satisfied the 3/4 vote requirement by the City Council is still mandated.

This particular Zoning Code requirement (Section 29-4) also mandates a 3/4 vote by the City Council (six out of seven Council members) in the event that the Planning and Zoning Commission recommends denial of the amendment. This provision is not mandated by State Code. It is suspected that when Section 29-4 was adopted in 1970 along with the rest of the Zoning Ordinance the mandatory voting requirement relative to P&Z recommendation was established to "match" the State Code requirement relative to adjacent property owner objections (i.e. 20%/200 ft.). In other words, the Planning and Zoning Commission recommendation on zoning matters, particularly rezoning of property, imposes a heavy burden upon the City Council to override.

In addition to this particular voting standard found in the Zoning Ordinance, there is another section of the City Code, Section 21, which outlines the duties and responsibilities of the Planning and Zoning Commission. This section also outlines mandatory voting requirements relative to adoption or amendment of the City Comprehensive Plan, or parts thereof. Section 21-30-5 describes public notice requirements and voting

requirements for amendments to the Comprehensive Plan. Typically, an amendment to the Comprehensive Plan involves amendments to the City Schematic Land Use Map in some rezoning applications. In this case if the Commission recommends denial of said proposed amendment the City Council can override the recommendation only with a 2/3 vote (five out of seven Council members).

There are a number of scenarios that can occur in any given property rezoning request. The majority of such requests (i.e. rezoning to expand the industrial park area) are non-controversial to abutting property owners and the requested change agrees with the City Plan (i.e. Land Use Map). In those cases the Commission will typically recommend approval and the City Council will be able to approve the request with a simple majority of the Council (four out of seven).

In other cases a rezoning request may agree with the Land Use Map but nearby property owners may object. This has occurred with rather routine R-1, Residential rezoning requests in areas where residential development is logically expected to occur and is shown accordingly on the City Land Use Map. In this case the Planning and Zoning Commission would not need to vote on the Land Use Map issue since the rezoning agrees with the City Plan and the Commission may logically agree to recommend approval of the rezoning. However, if abutting property owners file an objection, and if that objection meets the 20%/200 foot rule outlined in the City Code and in State Code, a 3/4 City Council vote would be mandated in order to approve the rezoning request.

In other cases the Planning and Zoning Commission might not have an issue with the Land Use Map (thus no vote required) but the rezoning request may violate some other standard, such as lack of sanitary sewer service, or perhaps due to unusual public opposition, however, objections may not satisfy the 20%/200 foot rule. If the Commission recommends denial the City Council would be forced into a 3/4 vote scenario.

The most unusual scenario is a very controversial rezoning issue that involves public opposition, a Land Use Map Amendment, abutting property owner objections that satisfy

the 20%/200 ft. rule, and the Commission recommends denial. In this case the City Council would be forced into a 2/3 vote to approve the Land Use Map (five out of seven) and a 3/4 vote to approve the rezoning (six out of seven). A majority of Council members may support the rezoning (perhaps considering the larger benefit to the entire community). There may be sufficient votes to approve the Land Use Map amendment (five) but not enough to overturn the recommendation of denial on the rezoning request (six votes required). In this scenario if five Council votes approve the Land Use Map amendment, but six votes cannot be secured to approve the rezoning, the City could find itself in a legal quandary relating to justification for denial of the rezoning. A rezoning decision must be based upon a rather narrow range of legal standards: conformance with the City Plan (i.e. City Land Use Map) or conformance with sanitary sewer policies. If in the above scenario sewer service availability is not at issue, but rather a Land Use Map issue is the sole legal foundation for approval or denial the City Council may find it difficult to legally justify approval of the Land Use Map amendment but not the rezoning request.

It is obvious in the latter voting scenario that the 2/3 voting requirement (five out of seven) is out of balance with the 3/4 voting requirement (six out of seven). It is proposed to "balance" these two requirements by reducing the current 3/4 vote requirement in the event of P&Z Commission recommendation of denial on the rezoning issue from 3/4 to 2/3. The 3/4 vote standard will still remain in place for the State Code mandated scenario where 20% of abutting property owners within 200 ft. of the rezoning boundary submit a written objection. However, if there are no abutting property owner objections the Planning and Zoning Commission recommendation of denial will force only a 2/3 vote by the City Council rather than 3/4 vote.

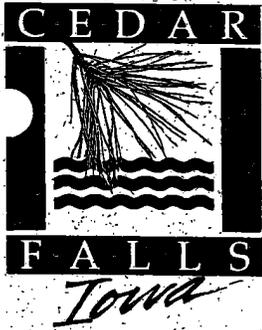
This particular proposal relating to 3/4 voting requirements was discussed by the Planning and Zoning Commission in 1998. At that time some members of the Commission raised the issue of "undue influence" the Commission might carry in rezoning decisions. This issue was debated at length. The Commission decided to take no action on any change to the Ordinance voting requirements at that time. However, the voting "imbalance" issue was not identified nor discussed at that time since that particular voting

scenario (2/3 vs. 3/4) had not occurred. It is now obvious from a recent potential voting scenario that it is possible that the Council could approve a Land Use Map Amendment (five votes) but be unable to approve the rezoning request (six votes), which undermines the legal basis for denial of the rezoning request. The potential for this rather unusual voting scenario illustrates the need to revise the voting requirements accordingly in order to minimize potential legal action against the City.

In addition to the legal implications of this voting imbalance, City staff continues to agree with assertions made by Commission members in 1998 that the Commission may indeed wield too much influence in zoning decisions. Rezoning requests often carry City-wide implications in terms of economic development impacts. While nearby residents may oppose certain requests, the proposed rezoning may indeed be the best path for the City to take. The best resolution for these types of decisions is to allow the City Council, to that extent possible, take action that represents the best interest of the entire City. The current 3/4 voting scenario imposes a severe limitation on the City Council's ability to act on behalf of the entire City.

**STAFF
RECOMMENDATION:**

The Department of Developmental Services recommends approval of the Zoning Ordinance amendment relative to Section 29-4, reducing the voting requirement of the City Council to 2/3 vote in order to override a recommendation of denial by the Planning and Zoning Commission. This vote revision will match the existing 2/3 vote requirement for amending the City Plan (Sec. 21-30). The current 3/4 vote requirement pertaining to abutting property owner objections (20% within 200 feet) will remain intact.



PLANNING AND ZONING COMMISSION

CITY OF CEDAR FALLS, IOWA
 217 WASHINGTON ST.
 CEDAR FALLS, IOWA 50613
 319-273-8606
 FAX 319-273-8610

December 19, 2002

Honorable Mayor Jon T. Crews and City Council
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613

RE: Zoning Ordinance Amendment, Mandatory Voting, Section 29-4

Dear Mayor and City Council:

The Cedar Falls Planning and Zoning Commission met in regular session on Wednesday, December 18, 2002 at 7:00 p.m. in the City Hall Council Chambers, 220 Clay Street. At that time the Commission considered a request from the City Department of Developmental Services to amend Section 29-4-c of the Zoning Ordinance, which outlines mandatory voting requirements for the City Council in the event that a Zoning Ordinance amendment is recommended for denial by the Planning and Zoning Commission (i.e. 3/4 vote).

Chair Montz introduced the matter and noted that there is a Committee report on the request. Ms. Hays made a motion to receive and file the Committee report. Ms. Anglum seconded the motion. The motion was approved unanimously.

Mr. Montz also noted that a public hearing is required on the proposed ordinance amendment. He noted proof of publication of public notice. Mr. Eck made a motion to receive and file proof of public notice. Ms. Hays seconded the motion. The motion was approved unanimously. Mr. Montz proceeded to explain the rules of the public hearing and declared the hearing open.

City Planner Martin Ryan provided background information. He described the 3/4 voting scenario imposed upon the City Council in the event of a recommendation of denial by the Planning and Zoning Commission. He noted that many Iowa cities have this voting requirement, which was originally based upon a State law, which is no longer in effect. Cedar Rapids, for example, has no extraordinary voting requirements in their ordinance based upon P&Z recommendation of denial. Mr. Ryan also noted there is another

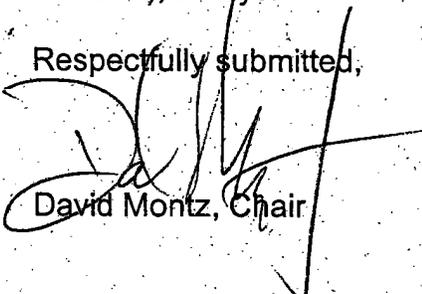
section of the City Code, Section 21-30-5, which specifies a 2/3 voting requirement relative to amendments to the Comprehensive Plan (i.e. City Schematic Land Use Map). In that case if the Commission recommends denial of a land use map amendment the Council is required to have a 2/3 vote to overturn the negative recommendation. Mr. Ryan noted that the 2/3 – 3/4 voting requirements can occur on the same rezoning issue (i.e. recent Wal-Mart rezoning) which can create a voting “imbalance” on the City Council. He recommended that these two voting standards be balanced with a 2/3 vote in each case.

No persons were present to speak either in favor or in opposition to the proposal. Mr. Montz declared the public hearing closed.

Commission members had a number of comments on the proposal. It was generally agreed that the two voting standards should be balanced. However, Mr. Kressig was concerned that a 2/3 voting standard would minimize the impact that the Commission recommendation has on the City Council. Ms. Anglum stated that the Commission specializes in zoning and planning issues and is in a good position to make informed decisions that reflect the desires of the community. She felt that a 2/3 voting standard may not fully reflect the Commission’s efforts in this regard. Ms. Hays agreed, noting the time and energy put into preparation of the Comprehensive Plan. Mr. Eck voiced his support for retaining the 3/4 vote in the Zoning Ordinance and increasing the 2/3 vote on land use map issues to 3/4. Mr. Wieland noted that the Commission is not a political body but is a research and recommending body. The Commission should be given broad authority in zoning matters.

Following all discussion Mr. Eck made a motion to retain the current 3/4 voting standard in Section 29-4 and to recommend changing the 2/3 voting requirement in Section 21-30-5 from 2/3 to 3/4. Mr. Kressig seconded the motion. The motion was approved unanimously with 7 ayes (Andersen, Anglum, Darrah, Eck, Hays, Kressig, Wieland), 0 nays.

Respectfully submitted,



David Montz, Chair



OFFICE OF THE MAYOR
CITY OF CEDAR FALLS, IOWA
220 CLAY STREET
CEDAR FALLS, IOWA 50613
319-268-5119
FAX 319-268-5126

MEMORANDUM

TO: City Council
FROM: Mayor Jon Crews 
DATE: June 11, 2003
RE: Passage of recent ordinances at June 9 City Council meeting

This communication is an official notice to City Council that, as Mayor of Cedar Falls, I am hereby issuing a written veto of Ordinance No. 2436, passed by the City Council on a simple majority vote on June 9, 2003.

I believe that, for the purpose of balance of governmental authority, the system we have had in place in Cedar Falls for the last 33 years has worked well for the benefit of all residents. The Planning & Zoning Commission spends a great deal of time reviewing and analyzing planning and zoning issues. A negative vote by that Commission, I believe, should require a slightly higher margin than a simple majority.

I am recommending that the City Council adopt a change to the Zoning Ordinance that would reduce the requirement from three-fourths to two-thirds to match the current Schematic Land Use requirement of two-thirds. That would require a vote of three council members to stop the overturning of a negative recommendation from Planning & Zoning Commission on both Schematic Land Use issues and on the Zoning issues. If the ordinances are passed and adopted as a simple majority, whoever is in the Mayor's position still could veto any City Council override of planning and zoning negative votes on zoning or schematic land use and require a two-thirds vote of the Council. This provision of State law underscores the need for a consistent two-thirds vote.

On the Zoning issue, the City Attorney has recommended that it would take a three-fourths vote of the City Council to approve a simple majority ordinance. The majority of the Council (by simple majority) has elected to act contrary to that advice. I believe we should follow the City

"OUR CITIZENS ARE OUR BUSINESS"

Attorney's advice that is supported by the City Clerk, the City Planner, and the Department Directors who oversee those divisions. They all feel that the safest approach to avoid future litigation on the legality of the ordinance is to approve the ordinance with a three-fourths vote instead of a simple majority vote.

It is clear that our current system has worked well. The majority of municipalities surveyed use a super majority requirement for zoning issues. The State requires a three-fourths vote if enough nearby residents object. Therefore, I think it is consistent to hold a higher standard than a simple majority for overturning recommendations by the Cedar Falls Planning and Zoning Commission.

Given these reasons for this veto, I hope the council and citizens will support this decision.

Date: November 9, 2022

Mayor Rob Green

Jennifer Pickar, Cedar Falls Tourism & Cultural Programs Manager

I am writing to inform you about my decision to leave my position as a Board member of the Tourism Bureau effective immediately.

The reasons why I cannot continue to serve on the board, are both personal and business commitments that do not enable me to contribute as I have in the past. With the current positive changes on the board, I feel it is a good time to resign.

Thank you for the opportunity to contribute to such an incredible organization over the last 20 years. From my start of working with the Cedar Falls Chamber in 1990s, to working with both the Cedar Falls and Waterloo Tourism Bureaus, and most recently being on the Board of Directors since 2015, it has been my personal pleasure to be a part of many of the changes over the years to improve our community.

Thank you and I hope for the best of future endeavors,

Mary E. Carlson

Board of Directors, Cedar Falls Tourism Bureau

Cedar Falls, Iowa



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: November 23, 2022

SUBJECT: Historic Preservation Commission Appointments

REF: (a) Cedar Falls Code of Ordinances, §2-343: Historic Preservation Commission
(b) CFD 1201.22d: Mayor’s Appointment Process for Boards & Commissions

1. In accordance with the requirements of reference (a), I am pleased to appoint the following community members to the Historic Preservation Commission:
 - a. Dr. Lindi Roelofse, for a three-year term ending on March 31, 2025.
 - b. Dr. James O’Loughlin for a three-year term ending on March 31, 2025.
2. Candidates were interviewed by a Selection Panel consisting of Councilor Gil Schultz, Committee Chair Julie Etheridge, and Planning & Community Services Manager Karen Howard, who determined these members to be the best qualified using my criteria expressed in reference (b).
3. Thank you for your consideration; please contact me with any questions.

Encl: (1) General Applications and Candidate Questionnaires for Roelofse & O’Loughlin

XC: City Administrator
Director, Community Development
Manager, Planning & Community Services
Staff Liaison, Historic Preservation Commission
Chair, Historic Preservation Commission



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Jim** **O'Loughlin** Gender: **M** Date: **6/22/2022**
First MI Last

Home Address: Home Phone: ----

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **UNI** Position/Occupation: **Department Head**

If Cedar Falls resident, length of residency: **22 years** City Ward: **1** I have a LinkedIn Profile

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

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

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

Co-founder and current President of Overman Park Neighborhood Association, Host of Final Thursday Reading Series at the Hearst Center, Publisher of Final Thursday Press.

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

I use a lot of communications technology in my work and have been involved in local cultural recovery efforts including as editor of Planting Red Geraniums: Discovered Poems of James Hearst and in publishing Passion for Beauty (about local artist Marjorie Nuhn), in releasing the Best of Eddie Bowles album and in providing content for the Eddie Bowles Historical Tour augmented reality app.

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

For me, the most underappreciated aspect of living in Cedar Falls is being able to benefit from the community's high level of volunteerism, whether in riding the soft trails or in admiring the hanging flowers downtown.

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

I work at UNI and have been coordinating the Final Thursday Reading Series at the Hearst Center for over a decade.

HISTORIC PRESERVATION COMMISSION CANDIDATE QUESTIONNAIRE

Item 7.



Name: Jim O'Loughlin

Date: 9.11.22

Can you regularly attend board meetings on the 2nd Tuesday of the month at 5:30pm at City Hall? Yes No

1. Why are you interested in serving on the Historic Preservation Commission?

As a longtime resident of downtown Cedar Falls, I feel it is important to find ways to balance growth with preservation in order for the community both to thrive and not lose its distinct features. As the head of the Department of Languages & Literatures at UNI, I also feel it is important for my work to extend beyond the campus.

2. What is your background and experience in being a voice for historic preservation?

Professionally, I teach 20th Century American literature at UNI, and much of my work involves around recognizing distinct cultural contributions over the previous century. Through my regional literary press, Final Thursday Press, I've also published books and albums on Cedar Falls citizens who have made distinct cultural contributions, including Eddie Bowles, Marjorie Nuhn and James Hearst.

3. What would you see as your role in this advisory board?

While an advisory board can raise concerns and offer suggestions about current development plans, its greatest role is medium term planning that makes historical preservation a part of the overall mindset in the community.

4. What unique perspective or insights could you bring to the Historic Preservation Commission?

As the co-founder and current president of the Overman Park Neighborhood Association (which includes the downtown area) I've seen the need to balance the concerns for many stakeholders when making local decisions about zoning, code enforcement and planning. One recent professional project I undertook created an augmented reality app to provide a historical tour related to Eddie Bowles (<https://www.cedarfallstourism.org/blog/things-to-do/eddie-bowles-historical-walkingbiking-tour.aspx>).

5. What changes would you like to see in how the City carries out historic preservation responsibilities?

I was glad to see that that city was pursuing national district status for the traditional downtown area, and I would be glad to be a part of that effort.

6. What historic preservation resources, tool and activities would you employ to be an informed and engaged member of the Historic Preservation Commission?

In general, it is important to hear from people before making decisions about projects or proposals. It is also crucial to make decisions with an eye toward what kinds of precedents (legal or otherwise) might be established. Lastly, many communities have faced issues similar to Cedar Falls, and it is really essential not to make decisions in a vacuum. Knowing what is happening in other communities in Iowa and beyond will allow for more thoughtful work.

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

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



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Lindi** **Roelofse** Gender: **F** Date: **6/30/2022**
First MI Last

Home Address: Home Phone:

Work Address: Work Phone:

E-mail Address: Cell Phone:

Employer: **University of Northern Iowa** Position/Occupation: **Davis Chair in Entrepreneurship**

If Cedar Falls resident, length of residency: **3 Years +** City Ward: **II** I have a LinkedIn Profile

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

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

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

As an economic development executive I served on 20+ local community boards and commissions in Iowa during the previous recession supporting our community (2007-2012). Then I moved to England to pursue my Ph.D. and took on strategic leadership roles on 5+ emergent innovation initiatives (2012-2017). Now I am back in Iowa and as a parent I have mostly committed to underestimated and underserved innovators voices.

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

Ph.D in Strategy and Innovation (Management Studies), Newcastle University
MBA in Strategy and Marketing, University of Iowa
BA in Psychology, University of Iowa
Housing Development Financing Professional (HDFP)

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

Many qualified individuals can make terrific contributions to our community, but who do I know? As we are heading into a recession I implore you to consider the place of underserved and underestimated innovators in your hierarchy and their needs when you make policies. I would be honored to serve as a link building community betterment for members with the energy and passion without the power to tackle problems.

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

My action research centers on underserved and underestimated entrepreneurs and innovators. Creating win-win-win opportunities and policies to take healthy steps forward in Business-to-Government, Business-to-Business, and Business-to-Consumer revenue and diversification of approved vendor lists is something in my line of sight. This is at a systems level without chances of personal benefit.



HISTORIC PRESERVATION COMMISSION CANDIDATE QUESTIONNAIRE

Name: Lindi Roelofse

Date: Sept 11, 2022

Can you regularly attend board meetings on the 2nd Tuesday of the month at 5:30pm at City Hall? Yes No

1. **Why are you interested in serving on the Historic Preservation Commission?**

I believe that Historic Preservation is paradoxically a type of investment in the future. Specifically it touches on sustainability, narratives about the values a community stands for, and resource allocation allowing a quality of place identity. I stand for all these things.

2. **What is your background and experience in being a voice for historic preservation?**

I was the founder for the Tama County Certified Local Government (Tama County Historic Preservation Commission). I was also the architect behind Tama County's Iowa Great Places designation bringing together the diversity of what made it a special place in Iowa in spite of the challenges associated with generations of distrust between Meskwaki Tribe and the Local Government. I am proud to have been one of the bridges through historic preservation which also ultimately extended into the Tama County Convention and Visitors Bureau, and finally with the Meskwaki Tribe signing their first 28E commission collaboration with Tama County Economic Development Commission.

3. **What would you see as your role in this advisory board?**

As a citizen and resident of Cedar Falls raising my family born in the area, I would see my role as elevating the positive narrative of the values that Cedar Falls stand for. As a member of a family that has deep roots in the community I see protecting the legacy of those in my family who have led the city council for 30 years. As the University of Northern Iowa T. Wayne Davis Chair of Entrepreneurship and a professional economic developer I could serve on the commission as an extension of my work function of creating opportunity, protecting the narratives of the leaders and having honest conversations about systematic barriers in solving problems.

4. **What unique perspective or insights could you bring to the Historic Preservation Commission?**

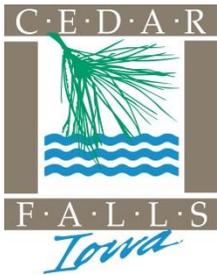
I offer an economic development vantage point on historic preservation. I also offer insight on how descendants look to protect the legacy of a loved one that had a long term impact on Cedar Falls.

5. **What changes would you like to see in how the City carries out historic preservation responsibilities?**

I have a lot of positive things to say about the educational offerings, the streamlined processes that are already in place. When I was leading Historic Preservation for Tama County we were building up from zero. We do however have challenges here in Cedar Falls. Like Tama County who had a difficult narrative with the Meskwaki Tribe, Cedar Falls' difficult narrative surrounds redlining. It surrounds Cedar Falls-Waterloo being listed as the worst place to live for a Black US citizen (2018). Instead of putting the emphasis on celebrating in metaphoric *fences*, metaphoric *bridges* may be more apt.

6. **What historic preservation resources, tools and activities would you employ to be an informed and engaged member of the Historic Preservation Commission?**

As a professional economic developer I have taken state sanctioned courses from the State Historic Preservation on leading initiatives to open up resources for stakeholders looking to renovate and protect community assets. Among these resources were setting up structures that allowed for federal tax credit access as well as state dollars. I am currently also working on a project with Black Entrepreneurs in collaboration with the Kauffman Foundation and can imagine there may be overlap.



MAYOR ROBERT M. GREEN

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

FROM: Mayor Robert M. Green

TO: City Council

DATE: November 28, 2022

SUBJECT: **CFD 1244: 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. Noah Hackbart, Government Relations Director for the Northern Iowa Student Government (NISG), as the UNI Student Liaison to the City Council for a term beginning upon council approval and ending April 30, 2023.
2. I have interviewed Mr. Hackbart 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

#

CIVIL SERVICE COMMISSION

City of Cedar Falls
CEDAR FALLS, IOWA

Item 9.

November 16, 2022

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

Mayor Green and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	John Clopton	398		398
2	Chelsie Luhring	381		381
3	Lisa Munoz	362		362
4	Jamie Burton	328		328
5	Ashton Bierman	305		305

Respectfully Submitted,



Paul Lee, Commission Chairperson

Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Jacque Daniels, City Clerk
Cc: Jennifer Rodenbeck Dir. of Finance & Business Operations
Bailey Schindel, Human Resources Manager
Civil Service Records

CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

November 16, 2022

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

Mayor Green and City Council Members:

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

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Bo Cordes	260		260

Respectfully Submitted,



Paul Lee, Commission Chairperson

Crystal Ford, Commissioner



Cathy Showalter, Commissioner

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



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: November 28, 2022
SUBJECT: Departmental Monthly Reports Submission – October 2022

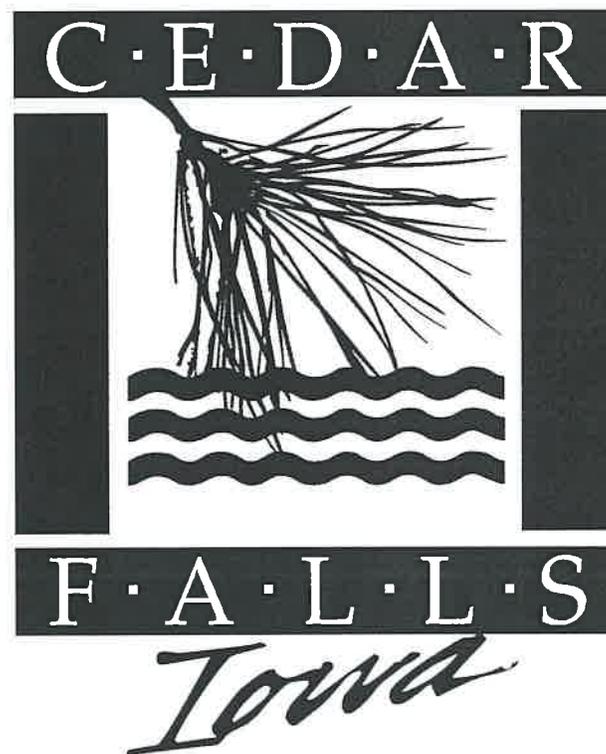
Please contact Administrator Gaines with any questions about the accomplishments of city staff contained in this monthly report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports.

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CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



October 2022

OCTOBER 2022 MONTHLY REPORTS
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**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
OCTOBER 2022**

Treasury

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$800,000 invested in CD's and \$112,340,740 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	0	\$0.00
CD's Purchased	1	\$4,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$137,200.41

FY22 Audit

Work on the Annual Comprehensive Financial Report was completed in October and will be submitted to the Government Finance Officers Association (GFOA) under the Excellence in Financial Reporting. The audit report will be presented to the City Council in November.

The state required Annual Comprehensive Financial Report will be filed in November to the State Auditors' Office.

FY23 Capital Improvements Plan

All departments were asked to submit their FY2023-2028 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule was started in October and will be presented to the Planning and Zoning Commission and City Council in December/January.

FY24 Budget

Budget requests were distributed to departments. The requests will be compiled in November and revenue projections will be completed in December once property tax valuations from the County are received.

Tax Increment Financing (TIF)

Information on TIF expenditures started to be compiled in October. This information will be used for certifying TIF debt to Black Hawk County by the required date of December 1st. In addition, information for the required state TIF forms was gathered. The forms will be completed in November and will be presented to City Council before filing the report with the Department of Management.

Miscellaneous Financial Activities

For October, 34 payroll checks and 693 direct deposits were processed. Accounts receivable were processed and 214 invoices were mailed out to customers. 1,522 transactions for accounts payable were processed and approved by the City Council for payment and 548 checks were mailed out to vendors.

FINANCE & BUSINESS OPERATIONS

HUMAN RESOURCES
October 2022

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meeting held October 5th and 19th
- Reviewed four contracts/agreements for required insurance
- Review and follow-up of seven public event permits
- Flu Shot Clinic provided to City employees, elected officials, and immediate family
- Renewal of North Industrial Park Railroad Liability
- Reviewed and modified evaluation forms
- Preparations for management training continued to be finalized and held in November
- One member of human resources attended the Iowa Society of Human Resource Management Conference on October 5th
- One member of human resources attended the annual Economic Diversity & Inclusion Summit on October 21st
- Several vendor demonstrations viewed for potential new Human Capital Management program
- Reviewed multiple personnel policies with revisions adopted at the October 17th council meeting
- Reviewed consultant, UNI's, final report on the employee climate survey, with results expected to be shared to employees and elected officials in November
- Continued to review a newly proposed job classification that was sent to the City's consultant for evaluation
- Recruitment/Employment tasks related to:
 - FT positions: Ass't Director of Public Safety/Police Chief, Building Inspector (Residential), Cultural Programs Supervisor, Diversity, Equity & Inclusion Specialist, Engineering Technician I, Horticulturist, Land Surveyor, Maintenance Worker, Principal Engineer, and Wastewater Treatment Plant Operator I
 - PT positions: Administrative Assistant, Community Service Officer, Librarian (Teen), Library Assistants (Circulation, Reference & Teen), Library Intern, and Maintenance Workers
 - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Recreation Front Desk and Programming, Seasonal Laborers, and contracted Custodians)
 - Information continued to be gathered for the 2023 renewal of an H-1B visa and green card processing

BENEFITS & COMPENSATION

- A mailing with required annual notices including the annual Medicare creditable coverage notice, CHIP notice, Women's Health and Cancer Rights Notice, and Newborn Mothers Health Protection Notice was prepared and distributed to plan participants. Also included in this distribution was the notice of the City's Privacy Policy practices and HIPAA Special Enrollment Rights notice. This mailing also included the latest updates on Express Scripts formulary exclusions.
- Cafeteria plan open enrollment packets were printed, assembled, and distributed to eligible employees. Enrollment forms will be due Wednesday, November 23rd.
- Drafts of the Summary Plan Description (SPDs) for the City's health insurance coverage through Wellmark were received for review and comment. Following this review and any subsequent changes, SPDs will be sent to Council for approval and distributed to employees.

- City staff began working with Express Scripts to begin the implementation process of a digital ID card program for prescription benefits. This program is expected implemented in 2023 and will include a new way to enroll employees more efficiently in the Express Scripts system.

CIVIL SERVICE COMMISSION

- Preparations for and follow up to the October 5th and 19th meetings were completed
- Horticulturist candidates were certified and interviewed for a selection
- Diversity, Equity, and Inclusion Specialist and Engineering Technician I candidates were approved to test
- The interview and selection processes were completed for Ass't Public Safety Director/Police Chief
- The testing process, candidate selection rubric, interview questions, and rating form for Wastewater Treatment Plant Operator I were forwarded to Carlson Dettmann for review for November approval

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the October 10th Commission meeting were completed
- FY22 Annual Report preparations were finalized and approved at the October 10th commission meeting and received and filed by council on October 17th
- Communications provided to newly appointed members regarding procedures, rules and guidelines for conducting business, and content for a November 7th new commissioner training was prepared.

**Finance and Business Operations
Information Systems Division
Monthly Report October 2022**

Summary of projects, training and staff activities

- Firehouse migration into ESO
 - Data was extracted from the Firehouse database that was imported into the ESO web-based system.
 - 5 years' worth of Firehouse NFIRS data was exported and sent off to ESO for data import into our new system.
- O365 Migration
 - Migration started for SharePoint and OneDrive
- City Hall Remodel
 - City Hall construction demo was done. Old network and power cable was gutted from the upstairs area.
 - The server room was also gone through so that any old cable could be removed to make room for the new switch rack and CEC cable runs.
 - A list of door lock access groups was sent off the Inteconnex to provide access to City Hall.
 - A small staff meeting was attended to solidify how many cameras we would need for the City Hall remodel project. This was then sent out for bid.
 - Relocated workstations for Public Records
 - Relocated Cable TV's storage from server room to production room
 - Assisted building maintenance with monitor and tv mounts around City Hall
 - Mounted and got Council Chamber's access point operational
 - Ran cable for phone line to elevator and tested all phone lines to ONT
 - Ran new cable for each member on dais and trunk line to server room (keystones, patch panel, renamed switch ports accordingly)
 - Assisted with mounting TVs and terminated network cables for Cable TV

Software Purchase/Installation/Upgrade Activities

- 43 software installations for 11 different departments
- Installed 3 new software for 2 departments

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 21 new pieces of equipment purchased for 6 different departments and inventory.
- 3 new equipment installations for 2 different departments.

Problem Resolution Activities & Assistance Activities

- 61 problem resolution or assistant activities took place for 11 different departments.

Graphic Design Activities

- **Hearst Center:** winter brochure, event posters, exhibition materials, annual campaign letter
- **Tourism:** beer trail ad, graphic assistance
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, *Currents* distribution, City Hall historic mural layout, signage, Halloween materials, fire prevention materials, rec class flier, HRC banner

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 7 public meetings and produced 5 Cedar Falls High School and 4 Panther Sports Network sports productions. We produced 1 promo for the Pink Ribbon Run 2022
 - We met with the Business & Industry committee to plan 2023 award ceremony.
 - Continued planning for improvements in re-wiring of city council chambers and Channel 15 studio.
- Regular productions included:

- Recorded UNI Men's Basketball Media Day for Channel 15 program
- Recorded UNI Wrestling Media Day for Channel 15 program
- Aired 4 new shows of Panther Sports Talk.
- Aired 4 Heartland University of Iowa Football shows.
- Produced 1 City News show.
- 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
- Facility Upgrades
 - Installed new conduit from City Hall to Overman Park to rewire Overman Park with fiber and audio.
 - Uninstalled cameras and other equipment from Community Center as city council meetings move back to city hall.
 - Re-wired and installed new speaker system and amp for the city council sound system.
 - Re-wired access points with new video cables to replace existing cables damaged by city hall construction project.
 - Continue to work on installation of speakers in Council Overflow area.
- Drone Shoots
 - Potential Business & Industry location
 - Technology Parkway Expansion
 - Compost site
 - UNI Football Tailgating for Panther Sports Network production of Missouri St game

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Completed updating pavement layer for entire city
 - Worked with PW on updated snow removal maps for trails
 - Worked with UNI to update private utility info
 - Met with BHC to assist them with best practices for their enterprise setup
 - Worked with LAMA to have a new rental report created
 - Worked with ED to create an updated legal for IP TIF
 - Worked with PW to GPS Ridgeway force main
 - Worked with Legal to review documents for Main St acquisition
 - Finalized updates to multiple layers with new imagery
- Completed 6 web and database projects 3 for different departments
- Completed 5 different data requests for 5 different entities.
- Provided 28 maps for 5 different departments.
- Created 3 new addresses.
- Collect 53 GPS points for city infrastructure

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
October 2022**

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 217 (this number includes both City and State tickets)

Cases Set: 6 (Traffic) 0 (Code Enforcement)

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

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, revise, drafting and advice on 3 agreements
- Research; Drafting of Legal memorandum on ATV's
- Draft drone policy
- Drafting of Main Street Reconstruction acquisition documents

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
OCTOBER 2022**

Public Records Activity

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

Responded to nine (9) requests for public records.

Licenses / Permits Processed & Issued

- 84 Pet licenses
- 6 Paw Park permits
- 0 Poultry licenses
- 5 Public Event permits
- 0 Mobile Merchant permits
- 0 Tree Trimmer License
- 4 Cemetery Interment Rights
- 10 Liquor licenses and beer/wine permits
- 1 Tobacco/Nicotine permit

Attended training for the new electronic voting system in the remodeled Council Chambers.

Staff attended training at the Fall Conference of the Iowa Municipal Finance Officers Association.

Prepared and submitted FY24 budget requests for the Public Records Division and Parking Enforcement.

The unemployment rates for the month of September 2022 were 2.4% for the Waterloo-Cedar Falls Metropolitan Area, 2.7% in Iowa, and 3.3% in the U.S.

Parking Activity

Enforcement

- 1,007 Parking citations issued.
- \$10,871.00 Citations paid.

Collection Efforts

\$ 1,610.00 Collections from delinquent parking accounts.
\$ 650.00 Vehicle immobilizations (13 vehicles).

Permits

\$ 2,511.00 Parking permits issued (50).

Meter Collections

\$ 1,945.12 Paid parking.

The Downtown & College Hill Districts Parking Technical Committee met in October to discuss various parking related topics.

Updated street signage was installed Downtown and new pay station (kiosk) signage was installed in the College Hill municipal parking lots.

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
OCTOBER 2022**

Library Activity

Usage Statistics	August 2022	September 2022	September 2021
Customer Count	14,604	12,014	9,761
Circulation	38,288	31,841	31,037
Event Attendance	92	1,101	906

Special events in October included the following:

- A fall wreath-making program in the Co-Lab for adults
- An interactive movie for families: *Hocus Pocus*
- A spooky story contest for children
- A walking book club for adults

Community Center Activity

Programs at the Community Center included line dancing, cards, billiards, senior fitness classes, Tai Chi, and ceramics. Rentals in October included a stamp club and a band. City meetings were held at the Community Center during the City Hall remodeling project.

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

Oct-22

Total for Month
 Total for Fiscal Year
 Total Same Month - LAST YEAR
 Total for Fiscal Year - LAST YEAR

\$7,914,472.00
 \$21,884,271.00
 \$4,889,934.00
 \$19,742,697.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	6	0	\$1,238,637.00	\$8,100.65	26	0	\$5,823,910.00	\$42,315.55
Multi-Family New Construction								
Res Additions and Alterations	80	0	\$1,228,105.00	\$19,660.50	418	0	\$6,544,727.00	\$100,482.70
Res Garages	5	0	\$212,916.00	\$2,796.00	19	0	\$386,993.00	\$5,612.00
Commercial/Industrial New Construction	1	0	\$2,200,000.00	\$11,088.00	3	0	\$3,700,000.00	\$20,720.00
Commercial/Industrial Additions and Alterations	3	0	\$2,934,814.00	\$14,555.60	29	0	\$5,064,901.00	\$33,076.10
Commercial/Industrial Garages					2	0	\$67,500.00	\$1,003.00
Churches	1	0	\$100,000.00	\$1,021.00	3	0	\$296,240.00	\$2,980.75
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	3	0	\$0.00	\$16,485.20	25	0	\$0.00	\$34,725.20
Total	99	0	\$7,914,472.00	\$73,706.95	525	0	\$21,884,271.00	\$240,915.30

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

Oct-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	37	0	\$0.00	\$2,700.90	193	0	\$0.00	\$13,581.30
Mechanical	79	0	\$0.00	\$7,031.00	325	0	\$0.00	\$30,768.00
Plumbing	64	0	\$0.00	\$5,355.00	282	0	\$0.00	\$19,610.00
Refrigeration								
Total	180			\$15,086.90	800			\$63,959.30

Contractor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	2	0	\$0.00	\$300.00	4	0	\$0.00	\$600.00
Mechanical	2	0	\$0.00	\$300.00	4	0	\$0.00	\$600.00
Plumbing	1	0	\$0.00	\$150.00	2	0	\$0.00	\$300.00
Refrigeration								
Total	5			\$750.00	10			\$1,500.00
Building Totals	99	0	\$7,914,472.00	\$73,706.95	525	0	\$21,884,271.00	\$240,915.30
Grand Total	284	0	\$7,914,472.00	\$89,543.85	1335	0	\$21,884,271.00	\$306,374.60

Item 10.

**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
October 2022**

MONTHLY MEETINGS:

Planning & Zoning Commission – A meeting was held on October 12.

October 12, 2022, Meeting			
Applicant	Project	Recommendation	Action Taken
Terraces at West Glen, LLC; FEHR Graham, Engineer	Final Plat – Terraces at West Glen Second Addition (FP22-005)	Approval	Recommended Approval
Omer Noorwala	College Hill Neighborhood Overlay Design Review – Façade changes at 817 W 23 rd St. (DR22-003)	Approval	Recommended Approval
David Schachterle	College Hill Neighborhood Overlay Design Review – New garage at 924 W 19 th St. (DR22-004)	Approval	Recommended Approval

Group Rental Committee – Meetings were held on October 4, 2022 and October 18, 2022

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1121 Parker Street	1	Jay Handsaker	4 per unit	4 per unit with conditions	4 per unit with conditions	
910 State Street	4	MCH Investments LLC	2 per unit	2 per unit	Recommends 2 per unit	
1116 W 22 nd Street	3	Warren Freeman – Equity Trust IRA	4 in Unit 1 2 in Unit 2 2 in Unit 3	3 in Unit 1 1 in Unit 2 2 in Unit 3	Recommends 3 in Unit 1 1 in Unit 2 2 in Unit 3	
3914 Heritage Street	1	Crown Pointe Investments, LLC	4 per unit	4 per unit with conditions	4 per unit with conditions	

Board of Rental Housing Appeals – A meeting was held on October 10, 2022

<u>Address</u>	<u>Unit</u>	<u>Owner</u>	<u>Requested Occupancy</u>	<u>Approved for</u>	<u>GRC</u>	<u>BRHA</u>
718 E Seerley Blvd.	1	Wegmann Real Estate Company LLC	4 per unit	4 per unit with conditions	Recommends 4 per unit with conditions	Recommends 4 per unit with conditions
2500 Walnut Street	1	Southgate Properties III	4 per unit	4 per unit with conditions	Recommends 4 per unit with conditions	Recommends 4 per unit with conditions

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	<u>Date</u>	<u>Notes/Actions</u>
Bicycle and Pedestrian Advisory Committee	10/18/22	A rep from INRCOG discussed a mapping and google streetview project for trails that the COG was working on using a “Data Bike” from the Des Moines MPO. Committee discussed the public meeting on October 4 regarding Main Street reconstruction. Several committee members attended and provided input. The committee is generally satisfied that their suggestions are being heard and/or implemented. The committee is working on the new Bicycle Friendly Community application and a subcommittee will work on it between this meeting and the next. Committee discussed the snow removal plan. Recommendations will be finalized and shared with Director Schrage after the committee’s November 1 st meeting.
College Hill Partnership	10/19/22	Discussed parking kiosk at 22 nd and that City is going to reposition it for safety reasons. Noted that City is discussing paid parking Downtown. Discussed more options for a strategic planning exercise for the Partnership and whether a economic development grant might be requested to help pay for a facilitator. Discussed the Seerley Park project; waiting for design concept from consultant to use for fundraising. Monthly

		meetings will now be held the third Wednesday of the month at 7 PM in-person.
Historic Preservation Commission	10/11/22	Commission provided update on the second education project on College Hill that they have reached out to College Hill Partnership to get more ideas about the project. Commission also discussed possible future project topics. More updates to follow in the next meeting.
Housing Commission	10/21/22	The Housing Commission reviewed the CAPER and made recommendation of approval to City Council. The Commission also reviewed a memo regarding their work on the City Council Housing goals they are tasked with reviewing.
Community Main Street Design Committee		No meeting was held in the month of October.
Parking Tech Committee	10/18/22	Committee discussed about possible change in enforcement time for College Hill parking enforcement and an update was provided that the 2 nd and State East parking lot will be completed before winter. Committee also discussed that Waterloo council is considering changing parking regulations, which will be an interesting thing to keep an eye on.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR OCTOBER INCLUDED:

- The Bicycle and Pedestrian Advisory Committee has requested to become an official board or commission. Staff has prepared information for Council for discussion at goal-setting.
- Request for bids for the Cedar River Recreation Project went out.
- Staff submitted an application for a railroad crossing elimination grant through the Federal Railroad Administration partnering with the Iowa Northern Railroad. If the grant is received 24 crossings in downtown Cedar Falls would be eliminated and streets and properties restored to achieve multiple benefits for the community as the rail spur is no longer being utilized on behalf of CFU.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Partnering with Cedar Falls Economic Development Corporation for a Housing Needs Assessment.
- Continuing work on Council referrals related to new downtown zoning.
- Attended the North Cedar Neighborhood Association meeting.

- The demolition contract was accepted by Council. A request for bids for asbestos removal for properties at 627 and 1027 was sent out.

ECONOMIC DEVELOPMENT:

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Began drafting necessary legal documents as it pertains to a new project in the Cedar Falls Industrial Park.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Reviewed and updated economic development projects that are listed in the city’s Capital Improvements Program.
- Prepared for and attended a site visit for a large manufacturing company looking to locate in Cedar Falls.
- Met with Cedar Falls Economic Development Corporation to discuss future visioning for Cedar Falls.
- Met with Grow Cedar Valley as it relates to business leads for an upcoming trip to the Netherlands.
- Began working on draft documents for a new urban renewal area in Cedar Falls near the industrial park expansion area.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the last Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- The CAPER public comment period began October 28, 2022.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	624	Rent Subsidies (HAP payments)	\$90,669
New Applications Taken	24	Utility Payments	\$ 1,023
Units under Contract	191	Admin Fees	\$ 15,247
Initial Vouchers Issued	4		
Current Open Vouchers	11	Lease Up Goal	220
New Admissions	2		

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 were 4 applications received for utility assistance in October totaling \$1,541.44. There was a balance of \$42,179.52 as of October 31, 2022

RECREATION & COMMUNITY PROGRAMS Monthly Report for October

Administrative:

- The Park and Rec Commission had its monthly meeting in Kuehn's Park.
- Staff completed a room and activity renovation at the Rec moving the current Activity Room to an open racquetball court (Activity Court).
- Also moved the Cycling Class to the former Activity Room which is now a Cycle Studio.
- Started setting up an Indoor Park in the Main Gym for kids two days a week.
- A new Front Desk employee started this month.
- Daily Admission and Rec Memberships have started to climb with the colder temperatures.

Rec & Fitness Center	October	September
Rec Center Daily Admission	\$4,299.84	\$288.95
Rec Memberships Sold	\$27,083.26	\$14,124.76

Aquatics:

- End of season shut down continues at The Falls. Cleaning, organizing, and winterization are taking place.
- Major pipes have had their final check to make sure they were drained of water. Antifreeze was added to finish off the winterization.

Participation	Indoors	2021
Swim Passes Sold	11	12
Open Recreational Swimming/Lap Swimming	574	603
Aquatic Program Usage (swim lessons, lifeguarding, staff training)	1,226	950

Recreation Programs:

- Fall programs wrapped up.
- Winter programs began.
- We had 160 hours of Ballfield usage.

Program	Enrolled/ est. team members	Meetings /Games	2022 Contacts	2021 Contacts
Youth Volleyball 4 th – 6 th	92	4	368	256
Youth Flag Football 1 st & 2 nd	197	7.5	1477.5	792
Youth Flag Football 3 rd & 4 th	209	7.5	1567.5	660
Youth Flag Football 5 th & 6 th	157	7.5	1177.5	462
Youth Basketball Kindergarten	64	1	64	78
Youth Basketball 1 st & 2 nd Girls	32	1	32	32
Youth Basketball 3 rd & 4 th boys	65	1	65	64
Adult Volleyball Mix Monday	7 per team	42	588	336
Adult Volleyball Women's	7 per team	18	252	210
Adult Volleyball Mix Wed.	7 per team	9	126	126
Adult Softball Fall League	12 per team	0	0	120
Adult Kickball	12 per team	2	48	0

Fitness/Wellness:

- We were very excited to open our new cycling studio in October.
- We have received really good feedback and appreciation.
- Held a specialty Halloween Ride with a festively decorated room.
- Our indoor classes are still showing strong numbers, which led us to be able to offer more classes.

Fitness/ Wellness	2022 Participation	2021 Participation
Dance	126	48
Fitness Classes Offered	225	169
Fitness Class Attendance	2,068	1,427
Personal Training Sessions	84	86
Massages:	64	42
Fall Racquetball League	48	84
Indoor Park	81	21
Child Care	74	23
Facility Rentals	7	10
Shelter Rentals	22	20
Beach House Rentals	6	4

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - October 2022



MEETINGS/CONVENTIONS/SPORTS

- Cedar Falls hosted the Iowa Federation of Handweavers & Spinners and the Association of Constructivist Teaching Conference for an estimated economic impact of over \$27,000 for October events that had bureau engagement.
- Secured four new events for 2022-2023.
- Hosted two site visits, sent four proposals for events in 2022-2024 and generated seven new leads.
- Launched Every Day Is Game Day Campaign with the Cedar Valley Sports Commission.
- Promoted the upcoming Soil Regen Big Soil Health event on KWWL.

LEISURE

- Submitted information for a AAA Living magazine article about Cedar Falls coming in the spring.
- Assisted Travel Iowa with hosting influencer, A Mom Travels.
- Attended UNI Visit Days.
- Released Episode 3 of Cedar Falls Tourism Talk with Lux Pop Ups.
- Promoted Cedar Falls' Great American Rail-Trail connection and area collaboration on a podcast produced by the City of Council Bluffs.
- Registered three trail events, notifying all jurisdictions.
- Promoted Fall Activities and Halloween events.
- Updated website with holiday and state football information.
- Closed Behrens-Rapp Station (visitor information center) for the winter season.
- Worked with Experience Waterloo on 2023 Visitor Guide.

COLLABORATION

- Attended Iowa Travel Industry Partners board meeting.
- Obtained sponsors for updated Cedar Valley Trails maps.
- Scheduled volunteers for state football playoffs.
- Published Hospitality Highlights newsletter x4, Weekender newsletter x1.
- Attended CV Trails Partnership marketing meeting.
- Attended Cedar Valley Sports Commission board meeting.

	October 2022	September 2022
Visitor Center Traffic	355	524
Website Traffic	7,344	7,874
CedarValley365.com Users	1,502	1,563
Facebook	9,748	9,718
Instagram	2,374	2,363
LinkedIn	477	464
Visitor Guide Distribution	832	1,193
Volunteer Hours	47	26

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | October 2022



Photos left to right: Local artist Caylin Jayde standing next to her mural “Waxwings on the River”; The Bone People featuring Iowa Poet Laureate Debra Marquart performing at Mae Lotta Hall; Sculptor Amelia Gotera next to her installation “If You Build It”.

- 2 Public Art Committee installations were completed in October:
 - 3 Iowan artist murals were installed on the underpass wall of the Main Street Bridge by the intersection of Main Street and East First Street in Cedar Falls. Artist names: Caylin Jayde, Karin Desnoyers, Autumn Rozario
 - Local artist (and former Hearst Instructor) Amelia Gotera’s sculpture *If You Build It* was installed on the Miller Pad downtown in front of the Pump House.
- Seerley Avenue tree replacement project commenced in October, provided by funds raised by the Public Art Committee and contributions from Hugh Pettersen Memorial gifts.
- New exhibit installed in the Dahl-Thomas Gallery in October, with official opening October 27, *The New Humanists: Introspective Impressions* Organized by the Syracuse University Art Museum.
 - Permanent collection artworks and curated video by Mauricio Lasansky were installed in the Dresser-Robinson Gallery to coincide with the main exhibition.
- UNI Tuba Students performed for Midday Melodies on October 14th.
- The Hearst Education department hosted a children’s day camp October 14, *Art Day Away* served 25 students.
- Red Herring Theater presented *Silent Sky* on October 18 with **87 people in attendance**.
- Visiting Artist & Iowa Poet Laureate Debra Marquart from Ames performed music with her band Bone People, led a workshop and read poetry at the Hearst October 20th.
- Hybrid Final Thursday Reading Series was held on October 27th featuring author Gary Eller.
- October 25th was the Hearst Halloween Carnival where kiddos of all ages participated in spooky games, art activities, and trick-or-treating!



- Other Education opportunities included:
 - October 1: Mindful Art in Nature Workshop
 - October 4, 11, 18: Wheel Throwing, Fall Session I
 - October 5, 12, 19, 26: Open Studio Painting, Session II
 - October 6, 13, 20: Wheel Throwing, Fall Session II
 - October 6, 13, 20: Stacked Ceramic Garden Sculpture
 - October 7: North Star Community Services
 - October 8: Rooted & Reaching, Earth Whisperers Workshop
 - October 9: Iowa Artists Workshop with Caylin Jade
 - October 21: North Star Community Services
 - October 22, 29: Wheel Throwing, Fall Session III
 - October 27: Mixed Media Collage

	Previous Month	This Month
Hearst Center Usage Statistics	Sept FY23	Oct FY23
In-Person and Virtual Attendance*	1259	1802
Public Programs Offered**	4	6
Exhibition walk-in Viewers	196	147
Classes/Workshops Offered**	11	18
Rentals/Birthday Parties	1/1	4/1
Volunteers/# of Hours	0/0	2/6
Facebook Views	71212	69480
Facebook Followers	2916	2932
Instagram Followers	1058	1070
Ads, videos, press releases, articles	1	2
Friends Members/new or renewed	317/22	318/7

*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; **includes on-site and virtual programs

Cory Hurless (she/her), Cultural Programs Supervisor

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - OCTOBER 2022**

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Community United Child Care	Nordic Drive	Approved	Approved	CUCCC	Active
D&D Midwest Investments	5630 Westminster Drive	To Be Submitted	Approved	VJ	Active
Creekside Condos	Cedar Heights/Valley High	To Be Submitted	Approved	Larson/Fehr Graham	Under Review
Greenhill Village Car Wash	1125 Fountains Way	Approved	-----	Owner/Robinson Eng	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Final Out
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
McWing Storage Units	3015/3035 Capital Way	Approved	Approved	Owner	Pending
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	Active
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
River Rec Area	Cedar River	To Be Submitted	-----	City of Cedar Falls	In Design
The Cove at Spruce Hills	Spruce Hills Dr	Approved	-----	Owner/Snyder	Active
Veridian Credit Union	Brandilynn Boulevard	Approved	-----	Veridian	Active

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - OCTOBER 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 6th Addition	New Subdivision	Construction Underway	-----	CGA
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Contract for Completion	-----	CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Final Out Remains	-----	New Aldea/Fehr Graham
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	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	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 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-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	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 Approved	-----	ISG

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - OCTOBER 2022**

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Contracts	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Out to Bid	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Final Out Remains	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Re-design	\$800,000	Water Reclamation/ Snyder
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Completed	\$270,000	AECOM/Pirc Tobin
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Construction Underway	\$250,000	Engineering/Water Rec
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Punch List Remains	\$510,299	Engineering Division/Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Construction Underway	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Punch List Remains	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Active	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Final Out Remains	\$161,198	Boulder Contracting/Engineering Division/CFU
Streets	RC-000-3171	Cedar Heights Drive Reconstruction	Street Repair	Construction Underway	\$6,000,000	Snyder
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	Design	TBD	Snyder
Streets	RC-000-3272	2021 Street Construction	Street Repair	Final Out Remains	\$4,030,000.00	Engineering Division PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	Engineering Division Snyder & Associates
Streets	RC-268-3245	Cyber Lane	New Construction	Final Out Remains	\$296,324	Engineering Division Owen Contracting
Streets	SC-000-3273	2022 Seal Coat	Resurfacing	Final Out Remains	\$200,000	Engineering Division
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Construction Underway	TBD	AECOM
Streets	MC-000-3206	Center Street Street Scape	Recon	Construction Underway	TBD	Engineering Division Foth
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Construction Underway	\$8,700,000	Snyder
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Construction Underway	\$49,143.69	Iowa Flatworks
Alley/Storm Water	RC-000-3268	2022 Alley Reconstruction	Reconstruction	Punch List Remains	\$508,133.06	Engineering Division Owen Contracting

Department of Public Works

Operations and Maintenance Division

Monthly Report for October 2022

Streets Section:

- Annual snow and ice control training was completed during the month
- Street sweeping operations were conducted utilizing two sweepers
- Began fall leaf vacuum operations
- Asphalt repairs were performed in areas that experienced pavement heaving
- Performed several sanitary and storm sewer related repairs.

Traffic Operations:

- 68 traffic control signs and labels were repaired or replaced
- Assisted with the repair of surveillance cameras
- Repaired signal damage at 4th & Main and 2nd & Main
- Installed lights for art under the bridge.
- Completed electrical project at the Recreation Center

Fleet Maintenance:

- 992 transactions were recorded through the City's fuel dispensing sites
- Used 13,498 gallons of fuel (6,027 ethanol, 7,471 diesel)
- 135 work orders were processed through the fleet section for the month
- All snow and ice control equipment has been readied for service

Public Buildings:

- Completed various HVAC and mechanical repairs and maintenance throughout public buildings.
- Work continued at City Hall to prepare for staff to return to offices
- Worked on council chambers adding electrical, video monitors, etc.

Parks:

- Prepared Park system for winter
- Performed winter weather training
- Installed murals under the Main Street bridge
- Removed and replanted trees on Seerley Blvd.
- Performed planting of 125 right of way trees with the assistance of AmeriCorps staff.
- Planted 65 trees at Pheasant Ridge golf course
- Planted 25 trees at Central Park
- Assisted with trout stocking at Prairie Lakes

Cemetery:

- Performed Seventeen (17) interments – Nine (9) Saturday services
- Two (2) space sold in Greenwood Cemetery, Five (5) in Fairview Cemetery

Refuse:

- 588 tons of residential solid waste was collected. Total of 633 three-yard container dumps were recorded. Crews responded to 104 residential bulk item collections
- Crews collected 178 tons of yard waste from curbside cart collection
- The Transfer Station hauled 69 loads of solid waste to the Black Hawk County Landfill totaling 866 tons.
- A total of 130 tons of household recyclable material was collected for the month
- 47 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - OCTOBER 2022

PLANT OPERATIONS

Plant performance was very good for the month of October. Continued dry conditions led to low flows and excellent treatment. All permit requirements were met.

PROJECTS

The Water Reclamation Division regularly performs its own building maintenance. This month two doors were replaced. One at the Timber Drive Lift Station and one on the Final Pump Station at the treatment facility.

Several weatherization projects were performed at both the treatment facility and in the collection system in preparation for winter.

INDUSTRIAL PRETREATMENT

A scheduled inspection was conducted at Standard Golf and PPG-Metokote as well as unscheduled sampling inspections at the UNI Power Plant and Universal Industries. All facilities were shown to be in compliance with their permits.

BIOSOLIDS

We were able to process 465,000 gallons of material, 328,000 of which was hauled out in liquid form and the remainder treated through our belt filter presses.

A total of 2.76 tons of sand and grit were hauled to the landfill in September.

SEWER CALLS AND SERVICE

We received 496 sewer locate requests from the Iowa One Call system, 91 of which were pertinent and required markings by our field staff.

There were five sanitary sewer calls received in October with none of the issues being an issue with the City's sewer main. There were no afterhours lift station calls.

We were able to hydro-clean a total of 11,167 feet (2.11 miles) of sanitary sewer lines this month. Our annual total is at 25.7 miles of the goal of 40 miles cleaned.

Closed circuit television inspections of sanitary and storm sewer lines were conducted totaling 3,692 feet.

STAFFING AND TRAINING

Chris Robinson earned his Operator II license by passing an Iowa Department of Natural Resources proctored test.

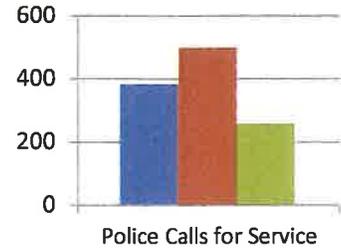
Our Maintenance Workers attended Public Works' annual snowplow training on October 18th.

Two employees, Operator Morgan Williams and Maintenance Worker Landon Parmer have notified the City that they are leaving for job opportunities elsewhere. Their last days will be November 3rd and 8th respectively.

**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
OCTOBER 2022**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	385	499	258	1142
Traffic Stops	60	278	286	624
Arrests	10	28	30	68
Accidents	39	58	12	109

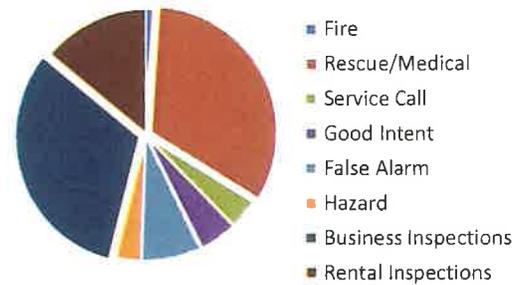


CEDAR FALLS FIRE

Fire Calls For Service Statistics

Fire	4
Rescue/Medical	126
Service Call	15
Good Intent	19
False Alarm/Call	30
Hazardous Condition/Spec	13
Business Occupancy Inspections	123
Rental Inspections	54

Fire Calls For Service



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	100	131	125	110	128	102	103	119	118		
Group B Other Crimes	74	52	41	57	78	62	68	67	66	72		
Traffic Accidents	98	113	88	78	85	92	86	96	94	111		
Other Calls	1582	1213	1308	1378	1389	1382	1472	1387	1371	1542		
CFS Totals	1862	1478	1568	1638	1662	1664	1728	1653	1650	1843		

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	

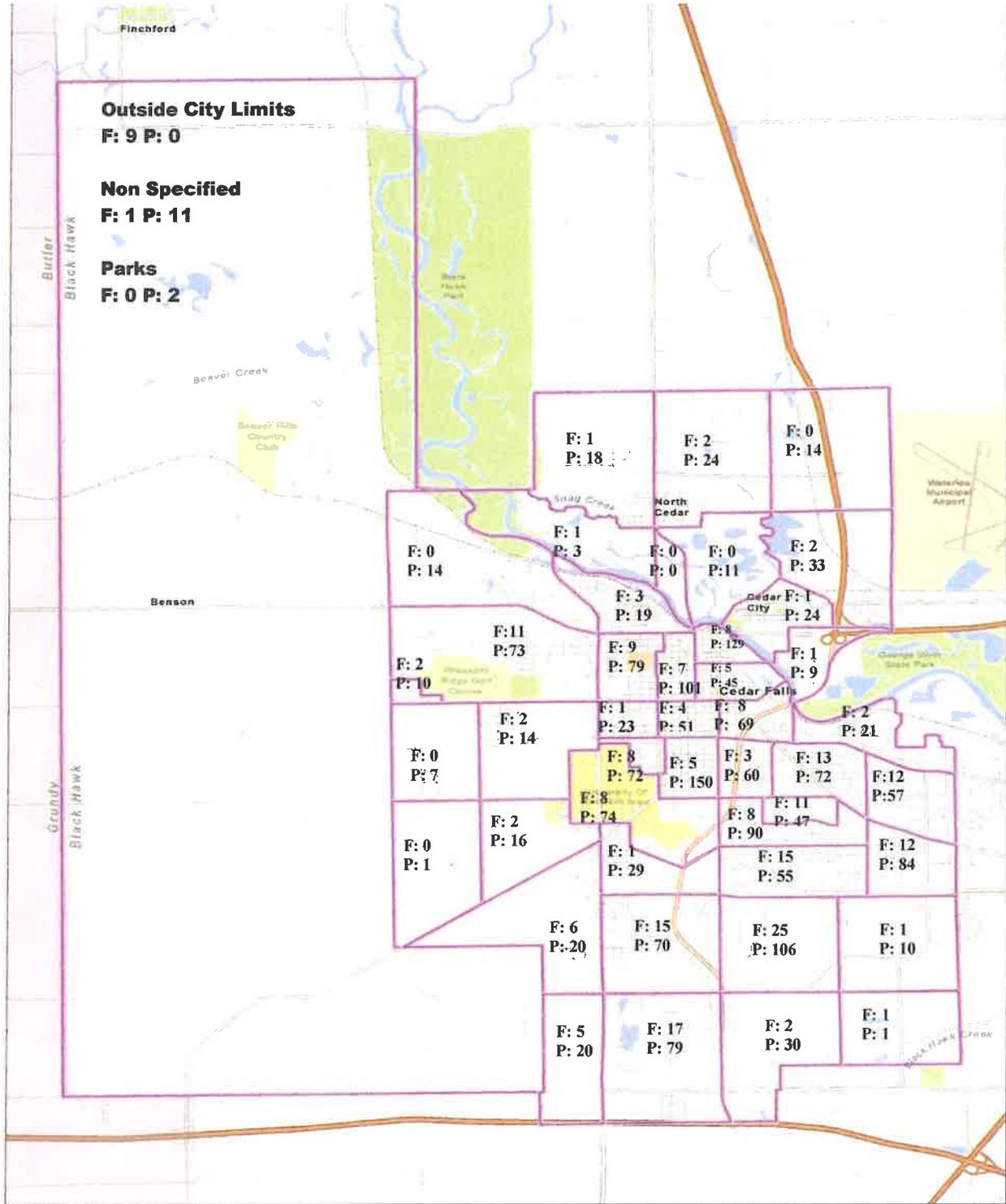
FIRE RESCUE CALLS FOR SERVICE

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	126	98	112	148	134	137	117	91	126		
Cancelled, False Alarms, Good Intent	41	38	56	34	36	52	57	58	30	49		
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24	29	28	34	35	15	32		
Totals	202	191	172	170	213	214	228	210	136	207		

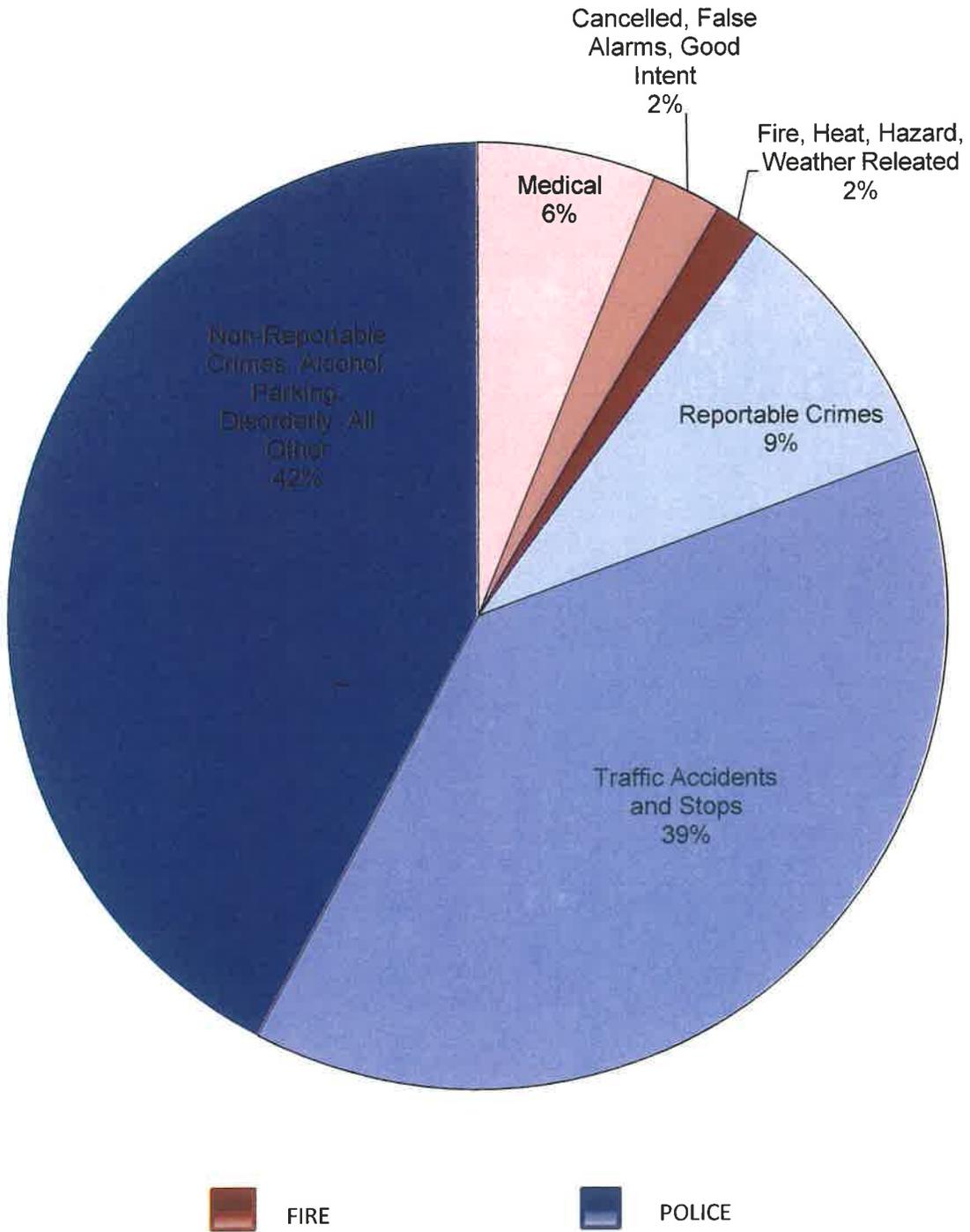
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	
Totals	1999	2207	2481	2337	1794	2113	2111	2299	

POLICE STATISTICS:	OCT 2022	Total 2022
Group A Crimes		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	6	49
Robbery	0	3
Assault	23	167
Arson	0	1
Extortion/Blackmail	0	3
Burglary/B&E	7	88
Theft	36	416
Motor Vehicle Theft	3	56
Counterfeit/Forgery	4	47
Fraud	6	123
Embezzlement	0	1
Stolen Property	0	8
Vandalism	12	140
Drug Offenses	10	129
Porno/Obscene Material	2	6
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	1	12
Group B Crimes		
Bad Checks	0	2
Disorderly Conduct	5	37
Driving Under Influence	14	142
Drunkenness	9	101
Non-Violent Family Offense	0	2
Liquor Law Violation	0	8
Runaway	1	15
Trespassing	1	20
All Other Offenses	42	296
Group A Total:	118	1304
Group B Total:	72	624
Total Reported Crimes:	190	1928
Traffic Accidents		
Fatality	1	1
Personal Injury	12	150
Hit and Run	26	185
Property Damage	72	618
Total reported Accidents	111	954
Calls for Service	1843	16048
Total Arrests	74	709

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (October)





DEPARTMENT OF PUBLIC SAFETY SERVICES

POLICE OPERATIONS
CITY OF CEDAR FALLS
4600 SOUTH MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Police Chief
Date: November 28, 2022
Re: Retail Alcohol License Applications

Police Operations has received applications for retail alcohol licenses. We find no records that would prohibit these licenses and recommend approval.

Name of Applicants:

- a) Cedar Falls Family Restaurant, 2627 Center Street, Class B beer - renewal.
- b) Cedar Falls Woman's Club, 304 Clay Street, Special Class C retail alcohol - renewal.
- c) Lifestyle Inn, 5826 University Avenue, Class C retail alcohol - renewal.
- d) Sharky's Fun House, 2223 College Street, Class C retail alcohol & outdoor service - renewal.
- e) Hy-Vee Fast and Fresh, 6527 University Avenue, Class C beer & Class B wine – change in ownership.
- f) Hansen's Dairy, 123 East 18th Street, Class B retail alcohol - new.



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

Human Resources Division

TO: Mayor Green, City Council
FROM: Bailey Schindel, Human Resources Manager
DATE: November 28, 2022
SUBJECT: Personnel Policy Changes

Attached to this Memorandum please find proposed changes to Personnel Policies 809, Disciplinary Procedures; and 903, Grievance Procedure. 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 809, Disciplinary Procedures.

While it may appear that the proposed changes are extensive, many of the changes are simplifications of language. The major changes are explained as follows.

- Specification that the employee's supervisor, the Human Resources Manager, or an outside party conducts the initial investigatory interview.
- Improved explanation of the disciplinary process involving departments working with the Human Resources Manager to review the investigation and recommend disciplinary action to the City Administrator, and the City Administrator reviewing and approving all recommendations of discipline prior to final action.
- Updated "reprimand" verbiage to "warning" to reflect current practice.
- Removal of references to discipline procedure from the individual forms of action since the discipline procedure is stated earlier in the policy.
- Removal of "demotion" from forms of action to its own stand-alone section.
- Improved verbiage on how employees may utilize the grievance procedure for disciplinary matters that are considered appropriate grievances as explained in 903: Grievance Procedure.

Personnel Policy 903, Grievance Procedure.

The main proposed change removes the Mayor and Administration Committee of the City Council from the grievance procedure, and therefore closed session verbiage was also removed. This change to the policy was recommended by the Mayor. The Grievance Panel in "Step Three" is now comprised of Department Directors with the exception of the Department Director involved in the grievance. Appeals that move to "Step Four" are now heard by the City Administrator. Lastly, you will notice a few minor language corrections as well.

Staff recommends approval of these personnel policy changes. Please feel free to contact HR Manager, Bailey Schindel, at 319-268-5531 if you have any questions.

809: DISCIPLINARY PROCEDURES

Policy:

It is the policy of the City of Cedar Falls that all employees are expected to comply with the City's standards of behavior and performance and that any noncompliance with these standards must be remedied. Discipline shall be at the discretion of the City.

Comment:

(1) An employee who fails to maintain proper standards of conduct as set forth in these Policies and Procedures or in departmental rules and regulations, shall be subject to disciplinary action up to and including discharge. Examples of ~~transgressions~~ non-compliance that may result in disciplinary action include, but are not limited to, neglect of duties, disobedience of orders, willful misconduct, failure to cooperate with internal investigations, violation of any policies or departmental rules, or failure to properly perform the duties of the employee's position. The suspension, demotion or discharge of an employee holding Civil Service rights may be appealed to the Civil Service Commission as provided in Chapter 400 of the Code of Iowa. Non-Civil Service employees may appeal disciplinary actions through the grievance procedures. (See **903: Grievance Procedures.**)

(2) ~~Under normal circumstances, the City endorses a policy of~~ The City shall normally use progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify or in any way restrict the ~~The City's reserves the right to bypass the~~ progressive disciplinary procedures ~~suggested as required by the situation.~~

~~(3) The purpose of progressive discipline is to provide the opportunity for an employee to modify behavior to conform to standards of performance or conduct. Progressive discipline is a principle, and nothing in this policy shall be construed to mean that all steps of progressively serious discipline must be followed in every case. The seriousness of each offense and the record of the employee shall be judged on their own merits, and discipline applied accordingly.~~

(4) ~~3) If suspension, demotion or discharge of an employee~~ Before disciplinary action is contemplated, an investigatory hearing-interview with the employee must shall be held conducted by the employee's supervisor, the Human Resources Manager, or by an outside party. At any investigatory interview conducted for the purpose of determining the facts involved in any suspected violation of City rules and regulations, the following procedures shall normally ~~should~~ apply:

- (a) Prior to the interview, the employee who is suspected of violating City rules and regulations will be told in general terms what the interview is about. The employee shall be advised that they will have the opportunity to defend their position.
- (b) If the employee is represented by a union, the employee has the right to have a

809: DISCIPLINARY PROCEDURES

union representative present at the interview, provided the employee requests such representation.

- (c) If the employee is not represented by a union, the employee may have a coworker present at the interview, provided the employee requests such representation.

~~(4.5) The Director of Finance & Business Operations, Department Director and City Attorney must review and approve all recommendations for discipline before any final action is taken. The Mayor and City Administrator must be advised of all disciplinary actions involving suspension, demotion or discharge. Departments shall work with the Human Resources Manager to review the results of the investigation and to recommend any disciplinary action to the City Administrator.~~

(5) The City Administrator shall review and approve all recommendations of discipline before any final action is taken.

(6) Forms of Action. All of the following forms of discipline including ~~oral reprimands~~ verbal warnings will be documented in the employee's personnel file. Any of the following procedures may be implemented whether employee is experiencing the same problem repeatedly or a series of unrelated problems.

- (a) ~~Oral Reprimand~~ Verbal Warning. The supervisor shall issue ~~an oral reprimand~~ verbal warning which shall be documented to put the employee on notice that the employee's performance or conduct is substandard and to advise the employee of the expected improvement of conduct. Following ~~an oral reprimand~~ verbal warning, continued substandard conduct or performance may warrant a higher degree of discipline.
- (b) ~~Written Reprimand~~ Warning. In the case of a more serious offense or in the case where an employee's performance or conduct has not improved as a result of one or more ~~oral reprimands~~ verbal warnings, the supervisor shall issue a written ~~reprimand~~ warning. This written record puts the employee on formal notice that the employee's performance or conduct is unacceptable. It also documents the specific acts or omissions upon which the discipline is based as well as the expected corrective action. Following written ~~reprimands~~ warnings, continued substandard conduct or performance may warrant a higher degree of discipline.
- (c) Suspension. In the case of serious or intentional transgression, or in the case where an employee's performance or conduct has not improved as a result of prior discipline, an employee may be suspended without pay. ~~With the approval of the Department Director (or City Administrator if a director position) and~~

809: DISCIPLINARY PROCEDURES

~~Mayor, when required by Civil Services Rules and Regulations, an employee may be suspended without pay.~~ The employee shall receive a written notice of the suspension which documents the specific acts or omissions upon which the discipline is based as well as the expected corrective action. Following suspension, continued substandard conduct or performance may warrant a higher degree of discipline. Employees suspended from work for more than five (5) working days shall not accrue any employee benefits during the suspension. All employees, regardless of whether or not they are exempt under the Fair Labor Standards Act, shall be subject to suspension of one or more workdays without pay for violation of these policies.

- (d) ~~Demotion. The Department Director (or City Administrator if a director position) may approve the demotion of an employee. In unusual circumstances, a demotion may be warranted.~~ An employee who is demoted must possess the minimum qualifications for the lower position. The employee shall be given timely written notice of the demotion and the reasons for the action.

The employee may be allowed to retain the same rate of pay in the lower position as was held in the higher position before the demotion, providing that the employee's rate of pay is not higher than the maximum rate of pay for the lower position. Upon the ~~d~~Department ~~d~~Director's recommendation and with the approval of the Director of Finance & Business Operations, further reduction in pay may be ordered.

- (de) Discharge. This may occur after several of the above forms of discipline have been implemented or it may occur immediately in cases involving serious misconduct.

(7) Demotion. In unusual circumstances, a demotion may be warranted. An employee who is demoted must possess the minimum qualifications for the lower position. The employee shall be given timely written notice of the demotion and the reasons for the action.

The employee may be allowed to retain the same rate of pay in the lower position as was held in the higher position before the demotion, providing that the employee's rate of pay is not higher than the maximum rate of pay for the lower position. Upon the Department Director's recommendation and with the approval of the Director of Finance & Business Operations, further reduction in pay may be ordered.

(78) Employees ~~who believe that they have been disciplined too severely or who question the reason for discipline~~ may utilize the grievance procedure if they believe the imposed disciplinary action was the result of any matter that may be considered an appropriate grievance as set forth in **903: Grievance Procedure**.

Commented [BS1]: Moving content down below to new number 7

809: DISCIPLINARY PROCEDURES

(89) Documented reasons and rationale for final disciplinary action imposed on an employee resulting in resignation in lieu of discharge, demotion or discharge may be a public record.

(910) Probationary, temporary, seasonal and special purpose employees may be terminated immediately at any time without regard to the procedures set forth above.

Amended: 1/1/05
6/1/15
7/18/16
3/1/19
12/05/22

903: GRIEVANCE PROCEDURE

Policy:

It is the policy of the City of Cedar Falls that employees should have an opportunity to present their work-related complaints and to appeal management decisions through a dispute resolution or grievance procedure. The City will attempt to resolve promptly all grievances that are appropriate for handling under this policy.

Comment:

(1) An appropriate grievance is defined as an employee's expressed dissatisfaction concerning any interpretation or application of a work-related policy by management, supervisors, or other employees. Examples of matters that may be considered appropriate grievances under this policy include:

- (a) A belief that City policies, practices, rules, regulations, or procedures have been applied in a manner arbitrarily detrimental to an employee;
- (b) Treatment considered unfair by an employee, such a coercion, reprisal, harassment, or intimidation;
- (c) Alleged discrimination because of race, color, sex, age, religion, national origin, military status, or disability; and
- (d) Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, holidays, job classification, pay band assignment, or seniority.

(2) Employees covered by a union contract may not utilize this grievance procedure to the extent the matter is addressed by the union contract and/or its grievance procedures.

(3) Employees should notify the City, in a timely fashion, of any grievance considered appropriate for handling under this policy. The grievance procedure is the exclusive remedy for employees with appropriate grievances. However, if an employee files a claim with the civil service commission based upon the same facts and circumstances, any grievance brought under this policy shall be immediately dismissed with no further action taken by the City.

(4) The grievance procedure has a maximum of four steps, but grievances may be resolved at any step in the process. Grievances are to be fully processed until the employee is satisfied, does not file a timely appeal, or exhausts the right to appeal. A decision becomes binding on all parties whenever the employee does not file a timely appeal or when a decision is made in the final step and the right to appeal no longer exists.

(4) Employees who believe they have an appropriate grievance shall proceed as

903: GRIEVANCE PROCEDURE

follows:

- (a) **Step One** – Within five working days of the date of the event giving rise to the grievance, employee shall deliver the written grievance to the Division Manager. The written grievance shall explicitly outline the (1) facts and background of the grievance; (2) alleged violation by management; (3) denied action/resolution. The Division Manager shall, within five working days of receipt of the grievance, meet and discuss the grievance with the employee. The Division Manager shall provide a written response to the grievance within five working days of the meeting. (If the grievance is against the Division Manager, the grievance may be filed with the Department Director.)
- (b) **Step Two** – If the Division Manager’s decision fails to resolve the grievance, the employee may, within five working days of receipt of the Division Manager’s decision, file a written appeal with the Department Director. The Department Director shall, within five working days, meet and discuss the grievance with the employee. Within five working days of this meeting, the Department Director shall provide a written response to the employee. (If the grievance is against the Department Director, or if Step One was handled by the Department Director, the grievance shall be filed with the City Administrator.)
- (c) **Step Three** – Within five working days of receipt of the Department Director’s response, the employee may appeal the decision to the Grievance Panel. The Grievance Panel shall consist of ~~the Mayor, the City Administrator, and~~ all Department Directors, or the Department Director’s designated alternate, with the exception of the Department Director involved in the grievance. The Grievance Panel shall hold a hearing within 10 business days of receipt of the appeal, unless the time period is extended by the Grievance Panel for good cause. The Grievance Panel will take the necessary steps to review and investigate the grievance and will issue a written, final and binding decision based upon the majority vote of those Panel members who heard the appeal. ~~If the grievance is filed by the City Administrator, it shall move directly to Step 4.~~
- (d) **Step Four** – Within five working days of receipt of the Grievance Panel’s response, the employee may appeal the decision to the ~~Administration Committee of the City Council~~ City Administrator. The City Administrator ~~Administration Committee~~ shall hold a hearing within fifteen business days of receipt of the appeal, unless the time period is extended by the ~~Administration Committee Chair~~ City Administrator for good cause. The City Administrator ~~Administration Committee~~ will take the necessary steps to review and investigate the grievance and will issue a written, final, and binding decision.

903: GRIEVANCE PROCEDURE

- (e) **Time frame for City response:** The time frame for the City's response shall normally be five working days unless the City elects to extend the time frame in which to respond. The grieving party will be notified of any necessary time extensions.
- (f) ~~Closed Session: The grievance hearing in Step Four may be closed pursuant to Iowa Code § 21.5(1)(i). The closed session will only be held upon an affirmative public vote of either two thirds of the members of the body or all the members present at a meeting. A closed session may be held only to the extent it is necessary to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.~~

(6) The ~~Finance & Business Operations Department Human Resources Manager~~ will ~~provide~~ coordinate training and support to supervisors, managers, and department directors in dealing with employee grievances. In addition, employees ~~should be~~ are encouraged to consult with the ~~Human Resources Manager Finance & Business Operations Department~~, their supervisors, or other members of management, on a less formal basis regarding employee complaints or disputes when appropriate.

(7) Final decisions on grievances will not be precedent-setting or binding on future grievances unless they are officially stated as City policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

(8) Information concerning an employee grievance is confidential. Supervisors, managers, department directors, and other members of management who investigate a grievance are to discuss it only with those individuals who have a need to know about it or who supply necessary background information or advice.

(9) Time spent by employees in grievance discussions with management during their normal working hours will be considered hours worked for pay purposes.

(10) Employees are not to be penalized for proper use of the grievance procedure. However, it is not considered proper procedure if an employee raises grievances in bad faith or solely for the purpose of delay or harassment, or repeatedly raises ~~meritless-unfounded~~ grievances. Implementation of the grievance procedure by an employee does not limit the right of the City to proceed with any disciplinary action that is not in retaliation for the proper use of the grievance procedure.

(11) The City may, at its discretion, refuse to proceed with any complaint it determines is improper under this policy.

903: GRIEVANCE PROCEDURE

| Amended 7/1/06, 6/1/15, 3/1/19, 1/6/20, 12/05/22



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Human Resources Division

TO: Mayor Green and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: November 28, 2022

SUBJECT: **Principal Engineer Recruitment Agreement**

Attached for your approval is an agreement between the City of Cedar Falls and The Greg Prothman Company for a recruitment agreement for the Principal Engineer position. An additional Principal Engineer position was approved for FY23. The engineering job market is very competitive/limited; therefore, we are utilizing a recruitment firm to maximize quantity and quality of candidates.

If you have questions regarding the attached, feel free to contact me at 319-268-5531.

Attachment

CITY OF CEDAR FALLS, IOWA
GENERAL TERMS AND CONDITIONS

Prothman Company

Principal Engineer Recruitment for City of Cedar Falls

This Agreement is by and between _The Greg Prothman Company____ (“Contractor”) and the City of Cedar Falls, Iowa (“City”), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor’s Services

1.1. Contractor’s services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit “A” attached. (“Services” or “Scope of Services”)

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit “A” includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit “A”. The Contractor and the City agree that time is of the essence with respect to Contractor’s performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor’s cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit “B”. The maximum amount of all payments for Services shall be the amount set forth in Exhibit “B”, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end when the Principal Engineer Position for the City of Cedar Falls is filled unless earlier terminated under the terms of this Agreement.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its

delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0. Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:

Name: _Bailey Schindel_____

Title: _Human Resources Manager____

Address: _220 Clay St._____

__Cedar Falls, IA 50613_____

Telephone: _319-268-553_____

Email: _bailey.schindel@cedarfalls.com

Contractor:

Name: _Sonja Prothman_____

Title: _ Owner/CEO _____

Address: _371 NE Gilman Blvd. Suite 310_

__Issaquah, WA 98027_____

Telephone: _206-605-0415_____

Email: _sonja@prothman.com_____

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

The Greg Prothman Company

By: Sonja Prothman

Sonja Prothman, Owner / CEO

Date: November 23, 2022

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit "A"

Sourcing & Outreach**Position Profile Development**

Working with you, we will create a position profile. This document will be posted on our website. Profiles include the following:

- ◆ **A description of the ideal candidate's qualifications**
- ◆ **Organization & community specific information**
- ◆ **Compensation package details**
- ◆ **Information on how to apply**

Advertising & Outreach Strategy

Our staff will handle all advertising and outreach on your behalf. We have an aggressive recruitment strategy which involves the following:

- ◆ **Print and Internet-based Ads** placed nationally in professional publications, journals and on related websites.
- ◆ **Targeted Candidate Outreach via direct mail** recruitment brochure sent directly to city/county/district engineering professionals in approximately 8 - 10 states who are not actively searching for a new position.
- ◆ **Focused Personal Candidate Outreach via thousands of emails** sent directly to engineering / PW professionals from our database.
- ◆ **Posting the Position Profile on Prothman Facebook, LinkedIn, and on the Prothman Website**, which receives over five thousand visits per week from potential candidates.

Application Collection - Use of OAS, Online Application Service

We will work with you to set up your application in our OAS software. With your personal login and administration page, you will be able to view applications, resumes, cover letters and other documents as they are submitted. You will also be able to rank and take notes on each application. For a demo: www.prothman-jobboard.com/OnlineApplicationService.aspx

OR, we will collect applications via Prothman online application process and forward applications to you electronically.

The City of Cedar Falls handles all screening and interviews from this point

Exhibit "B"

Fee & Expenses

The fee for the first Sourcing & Outreach Recruitment is \$5,500; the fee for any subsequent recruitments is \$4,500. The professional fee covers all Prothman staff time required to conduct the recruitment, which includes creating the position profile, posting the position on the web site, creating and placing advertisements, creating the direct mail announcement and processing the mailing, creating and processing the email announcements, and coordinating the social media campaign.

The expenses cover the cost of the advertisement and direct mail campaign. The City of Cedar Falls will be responsible for reimbursing Prothman for the cost for advertising and direct mail for each recruitment. We will work with you on the advertising budget if requested. We do not mark up the expenses and expense items include:

- Trade journal, LinkedIn Boost, and other website advertising (approx. \$1,300 – 1,600)
- Direct mail announcements (\$1,700)

Warranty

If a candidate is not chosen from the first pool of applicants, we will repeat the process as many times as necessary with no additional fee, the only cost to you would be the cost for the advertising and direct mail.

The logo for Prothman, featuring the word "PROTHMAN" in a bold, sans-serif font with a stylized "P" that has a horizontal line through it.

Exhibit "C"

SMALL SERVICES – INSURANCE REQUIREMENTS**General Liability (Occurrence Form Only):**

Commercial General Liability	
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

If a \$2M general aggregate cannot be provided, a \$1M general aggregate shall apply on a per project basis.

Automobile: *(Combined Single Limit)* \$1,000,000

If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Umbrella: \$1,000,000
The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Standard Workers Compensation

Statutory for Coverage A	
Employers Liability:	
Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000

Policy Limit – Disease \$ 500,000

Professional Liability (Errors & Omissions): \$1,000,000

Required Endorsements:

- Waiver of Subrogation
- 30-Day Cancellation and Material Change

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Kelly Stern, Library Director
DATE: November 28, 2022
SUBJECT: Contract with IFC for Library Branding Project

The Cedar Falls Public Library will be embarking on a branding project, as the library has never been branded before. This project was identified as a priority in the library's strategic plan for 2020-2025 to increase community awareness and engagement with the library.

In response to our RFP issued in September, two bids were received, with IFC's being the lowest and most comprehensive of the two, including creation of a logo, tagline, branding guide, and redesign of the library's website, to name a few of the deliverables.

The project will be funded by the Cedar Falls Community Foundation: Robert and Shirley Berg Fund for use by the Library. The total cost of the project is \$45,000.

At their November 2, 2022 meeting, the Library Board of Trustees approved awarding the contract to IFC and recommends Council approval as well.

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 SERVICE/PRODUCT AGREEMENTS

This Agreement is by and between IFC Studios ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum, the name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or

goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as requested.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.2. Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1. Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2. Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3. Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4. Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5. Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1. Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2. Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3. Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1. Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement.

9.3. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public, any third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: _____ (Signature and title of authorized City employee or officer)

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any additional costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

25.0. Notices.

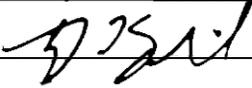
Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:	Contractor:
Name: <u>Kelly Stern</u>	Name: <u>Tony Kraayenbrink</u>
Title: <u>Library Director</u>	Title: <u>President</u>
Address: <u>524 Main Street</u>	Address: <u>206A Main Street</u>
<u>Cedar Falls, IA 50613</u>	<u>Cedar Falls, IA 50613</u>
Telephone: <u>319-268-5541</u>	Telephone: <u>970-324-7210</u>
Email: <u>director@cedarfallslibrary.org</u>	Email: <u>tony@ifcstudios.com</u>

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

Tony Kraayenbrink _____

By:  _____

Its: President _____

Date: 11/28/22 _____

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Danielsen, MMC, City Clerk

Date: _____

EXHIBIT A: Service Schedule

As understood from the proposal request, IFC Studios sees this project as having a series of essential components that fall under what we're calling "Phase One." We also recommend considering a "Phase Two" for website development. We would be able to achieve both phases for the Cedar Falls Public Library while also staying within your budget. Take a look.

PHASE ONE

01 Conduct Audit. We will audit CFPL's print and digital communications to determine points of improvement in messaging.

02 Messaging. We will work with CFPL to develop messaging that will speak to their primary audience, while also area newcomers to partake in library resources.

03 Branding. We will align the visual communication with the messaging for a cohesive, inviting brand.

04 Marketing Recommendations. We will make marketing plan recommendations for implementation by the CFPL marketing staff.

05 Setup and Support. We will set up systems and provide resources to make marketing and communication efforts easier, less time consuming, and more efficient.

PHASE TWO (RECOMMENDED)

06 Website Research. One of the first steps in this process would be customer and employee research to determine what is working (or not), what is missing, and what could be improved.

07 Website Development. At this point, we'll take the new, approved branding and design a beautiful and functional website that fully utilizes your new look and feel.

08 Training. We will also provide CFPL employee training on how to edit and maintain the new site.

Messaging Plan

01 Develop a "Messaging Guide." A guide that lays out several important categories of messaging that makes your brand inviting to customers. This guide will also contain tips for how and where messaging can be deployed even after the conclusion of the website project.

02 Homepage Copy. Copy that clearly and concisely answers the questions: what is the problem you solve, how do you solve it, how does someone purchase your product/service, and what is the value that you are bringing to the life of a client. Copywriting from seed copy for additional pages can be added for a discounted rate of \$90/hour.

Branding Plan

01 Branding Research. IFC Studios will meet with key stakeholders to discuss the identity of CFPL as it stands today, understand the current limitations, and deploy a strategy for Brand Ideation, Conceptualization, and Design.

02 Branding Development. IFC Studios will execute aforementioned strategy, creating and presenting brand concepts to key stakeholders. Revisions will take place as needed.

03 Branding Approval. Once IFC Studios and CFPL achieve an approved primary logo, we will finalize all elements.

04 Brand Lockups. IFC will produce a suite of logos in a variety of formats: raster (JPG, PNG, etc) and vector (PDF, SVG, EPS, etc) file types, along with color alternates, and primary, horizontal, stacked, and icon-only lockups for use in a wide variety of applications.

05 Mascot. We will develop the CFPL mascot in conjunction with your brand and identity, making sure to capture the heart and soul of CFPL in a meaningful (and fun!) way.

06 Visual Branding Elements. Fonts, colors, and textures to be used in conjunction with your logo and on the website.

07 Brand/Style Manual. Documentation that provides guidelines for the way your brand should be presented. This allows multiple contributors to always present your branding in a way that is consistent with your vision.

Marketing Plan

01 Marketing Research. IFC Studios will have an in-depth discussion with key stakeholders about current marketing practices at the library. We will then evaluate findings and determine areas for improvement. At that point, we will decide which are the best platforms based on who CFPL is trying to reach, and examine what other libraries and indie bookstores are doing on their platforms to attract new community members.

02 Optimized Workflow. IFC Studios will work with the library team to create a workflow that maximizes the time of the part-time marketing individual, and is easy to use for all library personnel when that person is unavailable.

03 Templates Creation. IFC Studios will design and develop templates for you to use on your social channels, as well as aid in producing print collateral. These templates will be based off the finalized, approved brand for CFPL, and be organized for consistency and cohesion for a unified visual presence. These templates will include designs for social media, printable flyers, postcards, handouts, as well as designs for swag, such as totebags, mugs, and more.

04 Systems and Support. Once the templates are formatted and set up in Canva, IFC will provide training to library staff for best use practices. We will also recommend and set up social media management tools/calendar, along with "iPhone photo" training to staff and/or library community as a whole. All of this will help to ensure that your marketing efforts look as professional as possible.

Marketing Strategies

01 Community Involvement. Getting feedback and opinions from your patrons in a public setting is vital for raising interest and awareness. For example: host a "Vote for the CFPL Mascot!" campaign, in which case community members, cardholders, and donors alike can vote on their favorite direction for the library's new mascot; give "bonus points" for user-submitted video entries on social media; create a campaign hashtag (e.g. #CFPLMascot) to collect entries so that people's votes can be seen and heard by the community; and so on.

02 Downtown Visibility. Another element we think should be considered is talking with CF Downtown about updating banners on Main St. Once your new branding "goes live," we'll want to make sure residents know about it.

03 Local Partnerships. We would also want to look at local organizations that cater to members of your target audiences. For example: if they are coffee drinkers, maybe explore getting a drink at Cup of Joe named after you. If they are entrepreneurs, maybe producing pens or notebooks for the UNI Entrepreneurial Center.

04 Advertisements. Other areas for potential coverage: billboards, local ads, residential mailers, and more. IFC will work within your budget to brainstorm creative, cost-effective means of getting the word out there.

Website Design & Development

01 Construct a WordPress development environment on chosen hosting package. Our team will spin up a non-indexable, live WordPress installation that can be used as our sandbox for building out the site and sharing updates.

02 Install Oxygen Builder and other required plugins. At IFC, security and page speed are our top priorities. Any plugins used will be IFC-approved or thoroughly vetted before use.

03 Build out home page. Using our approved design template IFC will build out the Cedar Falls Public Library home page.

04 Build out advanced interior pages. Any pages that require unique or advanced functionality will follow. These will be interactive throughout the development process.

05 Build out a variety of subpage templates. IFC will build multiple templates that can easily be applied to new or existing pages according to the needs of Cedar Falls Public Library. These templates will be built in a way that allow for Cedar Falls Public Library staff to easily create new landing pages as needed on their template of choice.

06 Evaluate all pages for consistency in tone, messaging, and syntax. IFC will review all content for consistency across your website.

07 Schedule an initial website presentation. IFC will present the initial design to stakeholders.

08 First round of feedback/revisions. Stakeholders will review website and provide a first round of feedback and revisions.

09 Website presentation round two. IFC will present the updated website to stakeholders, with emphasis on recent updates.

10 Second round of feedback/revisions. If required, Stakeholders will provide a second round of feedback and revisions.

11 Website presentation round three. If required, IFC will present a final version of the website to Cedar Falls Public Library stakeholders.

12 Finalize development work and schedule an initial training session. At this time an initial training session will be scheduled to train Cedar Falls Public Library staff on content management and updates.

Site Launch

01 Migrate over existing analytics and tracking snippets. This includes Google Analytics, Facebook pixels, and so on.

02 Build out 301 redirects. This will ensure that any pages moved, consolidated, or deleted will automatically direct traffic to their new or updated location. This is necessary for search engines as well, and is a best practice for SEO.

03 Point the domain to our hosting server. This will likely be an A record change so no other services are interrupted.

04 Submit new XML sitemap to search engines. This will help Google, Bing, and more be made aware of any page structure changes quickly.

05 Final pre-flight check. Everything gets another review for issues, typos, and anything else that needs attention. Some may say we're a little OCD when it comes to site launches. We prefer to think of it passionate professionalism.

06 Pop the champagne. We did it! Let's all get together and celebrate a job well-done. Drinks are on us!

Training & Ongoing Support

01 Daily WordPress and plugin updates. The most important factor to keeping a WordPress website secure is being 100% certain everything is up-to-date. Through our partnership with WP Engine and as part of your hosting package, we have an automated tool that will keep all plugins updated on a daily basis. If even one pixel is altered after an update is applied, the site will automatically revert to a pre-update state, and allow our team to determine the best course of action. If any plugins present a potential vulnerability, we are immediately notified by WP Engine's security scanning software, and will patch manually.

02 Website manual will be created and shared. A website manual is your guide to managing content. At IFC we will build out a comprehensive manual, with links to screen recordings, to be sure you can pass off your website management to any staff member with confidence.

03 Ongoing trainings to be scheduled as needed. If your staff ever requires an additional training with an IFC team member, we are ready and available as needed.

04 Technical support, whenever you need it. IFC's web team will be available during regular business hours all year long. Additionally, premium live support will be available 24/7/365.

05 Support for future features or web changes. For the lifetime of our partnership, IFC will support Cedar Falls Public Library's need for any future web updates that fall outside the scope of this project. This is available via two ways: a) a la carte, billed at our standard WordPress Development rate of \$125/hour, or b) as part of a retainer subscription, billed at a discounted rate each month.

Timeline

We can execute on both project phases within CFPL's proposed timeline of December 2022 to April 2023.

December-January – Project kickoff and research.

January-February – Branding, messaging concepts.

February-April – Website design and development

- Brand, messaging completed, marketing strategy execution.

March-April – Website launch, training.

EXHIBIT B: Payment Terms

Net 60 days. The total one-time cost will be invoiced on the date of the project kickoff.

EXHIBIT C: Insurance Requirements

SMALL SERVICES – INSURANCE REQUIREMENTS

General Liability (Occurrence Form Only):

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (any one occurrence)	\$ 50,000
Medical Payments	\$ 5,000

If a \$2M general aggregate cannot be provided, a \$1M general aggregate shall apply on a per project basis.

Automobile: (Combined Single Limit) \$1,000,000
 If the Contractor does not own any vehicles, coverage is required on non-owned and hired vehicles.

Umbrella: \$1,000,000
 The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Standard Workers Compensation

Statutory for Coverage A

Employers Liability:

Each Accident	\$ 500,000
Each Employee – Disease	\$ 500,000
Policy Limit – Disease	\$ 500,000

Professional Liability (Errors & Omissions): \$1,000,000

Required Endorsements:

- Waiver of Subrogation
- 30-Day Cancellation and Material Change

POLICY NUMBER: D94378618

BUSINESSOWNERS
BP 04 97 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Person Or Organization:
City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 50613
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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

City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613

**NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS
(EXCEPT NON-PAYMENT OF PREMIUM)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Businessowners Coverage Form
Workers Compensation Coverage Form
Umbrella Coverage Form
Errors & Omissions/Cyber Coverage Form

SCHEDULE

<p>Person(s) Or Organization(s): City of Cedar Falls</p> <p>Address: 220 Clay Street Cedar Falls, Iowa 50613</p> <p>Number Of Days Notice Of Cancellation: 30</p> <p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>
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The following condition is added to Section III – **Common Policy Conditions:**

NOTICE OF CANCELLATION TO SCHEDULED PERSONS OR ORGANIZATIONS (EXCEPT NON-PAYMENT OF PREMIUM)

When we cancel this policy for any reason, other than non-payment of premium, we will notify the person(s) or organization(s) shown in the Schedule at least the number of days shown in the Schedule in advance of the effective date of cancellation.

Any failure by us to notify such person(s) or organization(s) will not:

1. Impose any liability or obligation of any kind upon us; or
2. Invalidate such cancellation.

All other terms and conditions of this policy remain unchanged.



CERTIFICATE OF LIABILITY INSURANCE

DATE (11/ Item 16.

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

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

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Lynette Sugden PHONE (A/C. No. Ext): 319-234-8888 E-MAIL ADDRESS: lsugden@pdc.com	FAX (A/C. No.): 319-234-7702
	INSURER(S) AFFORDING COVERAGE	
INSURED In Form Creations LLC dba IFC Studios 206A Main Street Cedar Falls IA 50613	INSURER A: Chubb Group of Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1300603181 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	D94378618	10/1/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			D94378618	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			D98349157	11/14/2022	10/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	71770202	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER-STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions/Cyber			D98345036	11/15/2022	11/15/2023	Limit 1,000,000 Deductible 2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Cedar Falls Public Library Project
 When required in a written contract, City of Cedar Falls will be provided a waiver of subrogation under the General Liability and Workers Compensation. Carrier will endeavor to provide 30 Day Notice of Cancellation.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Recreation Division

TO: Mayor Green & City Council
FROM: Mike Soppe, Recreation & Community Programs Manager
DATE: November 29, 2022
SUBJECT: Recreation Fee Proposal

Attached are the Recreation Team's proposed fees. If adopted, any fee changes would go into effect for any program or service January 1, 2023.

On the attached sheets is a list of current proposed fees. Any fee changed from the previous year is highlighted in yellow for easy identification. Outdated lines items have been lined out and can be removed.

The reduction in the Falls Season Passes, were to encourage daily users to register with us and be more committed into maintaining a positive culture at the Falls. Management feels these rates will also keep us where we need to be financially.

Proposed changes are as follow:

- Page 1
 - Small increases in registrations to keep pace with program costs
 - Added new programs or flexibilities in existing programs
- Page 2
 - Small increases in youth sports registrations to keep pace with program costs
- Page 3-4
 - Flag Football increases cover a jersey price increase
 - Small increases in youth sports registrations to keep pace with program costs
 - An increase of \$25 for the single week option of Camp CF and matching increase for whole summer options
 - Increases for Falls Daily Drop ins
 - A removal of the Family Season Pass Rate at the Falls as we are changing to individual passes removing disputes about the definition of family
 - Adjustments to other pass rates to be comparable to the newly created various individual passes
 - Small increases in aquatics registrations to keep pace with program costs
 - Increases in rental fees to keep pace with program costs

- Page 5
 - Small increases in membership fees and sports registrations to keep pace with facility and operations costs
 - Added new option: Locker Rental

Thank you in advance for considering this proposal. Please let me know if you have any questions or need additional information.

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION
CHAPTER 17, CEDAR FALLS PARKS AND RECREATION			
RECREATION DIVISION PROGRAM FEES			
ADULT PROGRAMS			
Basketball Leagues	\$370.00	Each team 10 games (plus tax)	
Basketball Call Your Own League	\$120.00	Each team 10 games (plus tax)	
Couples Volleyball Class	\$29.00	Per person 8 weeks	REMOVE
Volleyball League	\$140.00	Each team 14 games (plus tax)	Previously \$125
Spring Volleyball	\$80.00	Each team 6 games (plus tax)	Previously \$75 (Changed Mini to Spring)
Softball Leagues – 12 games			
Registration	\$355.00	Each team (plus tax)	
Player Fees	\$70.00	Each team (plus tax)	
Mixed League Softball	Plus \$25.00	(plus tax)	Fall or Summer
Softball Call Your Own League 12 games	\$175.00	(plus tax)	new
Player Fees	\$50.00	(plus tax)	new
Mixed League Softball			REMOVE
Registration	\$200.00	Each team-	REMOVE
Player Fees	\$50.00	Each team-	REMOVE
Ball Field Rental (field as is)	\$6.00 per hr	(plus tax)	
Youth Games Ball Field Rental – Non-profit			REMOVE
– 501C3 Field Rental			REMOVE
Week Day Evening	\$20.00	(plus tax)	
Multiple Rentals (Max. 75 per season)	\$500 Max	(plus tax)	
Fall Softball League – 10 games	\$255.00	(plus tax)	
Players Fees	\$60.00	(plus tax)	
Fall Softball League (Call your own) – 10 games	\$160.00	(plus tax)	new
Player Fees	\$40.00	Each team (plus tax)	new
Softball Field Rental			
One Field - One Day (with lights or on weekend)	\$50.00	(plus tax)	
Complex (weekend 1 & 2 day)	\$130.00	(plus tax)	Plus any additional staff cost over the initial field preparation
Pfeiffer (weekend 1 & 2 day)	\$130.00	(plus tax)	Plus any additional staff cost over the initial field preparation
Kickball League	\$75.00	(plus tax)	
Player Fee	\$10.00	(plus tax)	new
Flag Football League – 4 on 4	\$100.00	Each team	
Player Fee	\$15.00	Each player	
Dodgeball	\$80.00	(plus tax)	Previously \$75
Golf Lessons – 4 lessons	N/A		REMOVE
Tennis Lessons – 8 lessons	N/A		REMOVE
Tournaments	Cost	Plus \$20.00	
Beach House (all day)			
Weekend (Friday-Sunday, Holidays)	N/A		
Full Facility	\$275.00		
Weekday (Monday-Thursday)			
Full Facility	\$175.00		
Deposit	\$500.00		
Shelter Rental - All Day	\$25.00		
Up to 6 hours	N/A		
Over 6 hours	N/A		
Gateway Shelter (10am-10:30pm)			
Monday - Thursday	\$70.00		
Friday-Sunday & Holidays	\$110.00		
Deposit	\$75.00		
Orchard Hill Pickleball Court			
Single Court Per Hour	\$10.00	(plus tax)	
Whole Complex Per Hour	\$80.00	(plus tax)	
Racquetball League – 11 games			
Singles	\$35.00	(plus tax)	
Racquetball Lessons – 6 lessons	\$33.00		
Table Tennis League	\$16.00	(plus tax)	
Bags League	\$45.00	(plus tax)	new
EXERCISE CLASSES			
Specialty Classes	Instructor + \$10.00		
Exercise Tryouts	N/A		
Fitness Pass w/o Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Fitness Pass w/ Rec Membership			
4 months unlimited	N/A		
1 month unlimited	N/A		
Circuit Weight Training w/o Fitness Pass/Rec Membership			

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION
2 x Per Week - Per Month	\$32.00	
Circuit Weight Training w/ Fitness Pass/Rec Membership		
2 x Per Week - Per Month	\$16.00	
Cardio Cycling - Per Month w/o Fitness Pass/Rec Membership		
3 x Per Week - Per Month	\$44.00	
Cardio Cycling - Per Month w/ Fitness Pass/Rec Membership		
3 x Per Week - Per Month	\$22.00	
Rec Xfit - Monthly w/Fitness Pass/Rec Membership		
3 x Per Week	\$29.00	
Rec Xfit - Monthly w/o Fitness Pass/Rec Membership		
3 x Per Week	\$58.00	
Special Fitness Classes (without FP or RCM) 2 x Per Week Per Month	\$60.00	
Special Fitness Classes (with FP or RCM) 2 x Per Week Per Month	\$30.00	
Teen Weight Lifting Training (2) 2-hour classes	\$28.00	
*RCM - Rec Center Membership		
*FP - Fitness Pass		
YOUTH PROGRAMS		
Boys Baseball T-ball		
Registration	\$40.00	
Sponsor	\$250.00	
Boys Baseball 1		
Registration	\$45.00	
Sponsor	\$250.00	
Boys Baseball 2-3		
Registration	\$50.00	
Sponsor	\$500.00	
Boys Baseball 4-5		
Registration	\$50.00	
Sponsor	\$600.00	
Girls Softball T-ball		
Registration	\$40.00	
Sponsor	\$250.00	
Girls Softball Kind. & 1		
Registration	\$45.00	
Sponsor	\$250.00	
Girls Softball 2-3		
Registration	\$45.00	
Sponsor	\$500.00	
Girls Softball 4-6		
Registration	\$50.00	
Sponsor	\$500.00	
Kindergarten Basketball		
Registration	\$39.00	Previously \$34
Sponsor	\$200.00	
Boys Basketball 5-6		
Registration	\$44.00	
Sponsor	\$500.00	
Boys Basketball 3-4		
Registration	\$39.00	
Sponsor	\$300.00	
Boys Basketball 1-2		
Registration	\$39.00	Previously \$34
Sponsor	\$300.00	
Girls Basketball 5-6 (format change)		
Registration	\$39.00	
Sponsor	\$250.00	
Girls Basketball 3-4		
Registration	\$39.00	
Sponsor	\$300.00	
Girls Basketball 1-2		
Registration	\$39.00	Previously \$34
Sponsor	\$300.00	
Summer Track		
Registration	\$50.00	
Sponsor	\$300.00	
Volleyball 3-6 (format change) (8 weeks)		

SCHEDULE OF FEES	ADOPTED RATE	ADDITIONAL INFORMATION
Registration	\$46.00	Previously \$44
Sponsor	\$400.00	
Flag Football K-2 (8 weeks)		
Registration	\$51.00	Jersey increase Previously \$44
Sponsor	\$200.00	
Flag Football 3-4		
Registration	\$51.00	Jersey increase Previously \$44
Sponsor	\$300.00	
Flag Football 5-6		
Registration	\$51.00	Jersey increase Previously \$44
Sponsor	\$500.00	
Baseball Club - Wrecking Crew	\$60.00	Previously \$50
Softball Club - Wrecking Crew	\$60.00	Previously \$50
Baseball Shortstops	\$35.00	
Softball Shortstops	\$35.00	
Soccer K, 1 & 2		
Registration	\$39.00	Previously \$35
Sponsor	\$350.00	
Golf Lessons	N/A	
Tennis Lessons	N/A	now contracted
Tot Lot		
One Week	\$32.00	
Six Weeks	\$150.00	
One Day	\$9.00	
Open Gym in schools	No Charge	
Special Events	Cost	Plus \$5.00
Tournaments	Cost	Plus 0-10%
Indoor Park, 1-5 years	\$28.00	
Full Session (18- 22 times)	\$40.00	
Mini Session	\$18.00	
Daily	\$3.00	
Chew & View – 2 hours	\$6.00	REMOVE
Parents Night Out – 2 hours	\$8.00	REMOVE
Birthday Party	\$125.00	REMOVE
Birthday Party – Theme Package	\$155.00	REMOVE
– Add Pizza	\$30.00	REMOVE
3 on 3 Basketball Tourney	\$30.00	Per Team
Soccer Tournament	\$20.00	
Hot Shot Basketball	\$5.00	REMOVE
Free Throw Contest	\$5.00	
Karate	\$32.00	
New Sports & Active Programs	Charge	Comparable
Sack Lunch Days	\$28.00	
Tumbling - 5 sessions	\$32.00	
Hockey – Inline		REMOVE
Registration	N/A	REMOVE
Sponsor	N/A	REMOVE
Camp Cedar Falls		
One Week	\$150.00	Previously \$125
Full Summer 8 weeks (1 week free)	\$1,050.00	Previously \$840
Full Summer 9 weeks (1 week free)	\$1,200.00	Previously \$960
Whole Summer (weeks x \$150)		REMOVE
Pre and Post Care		
Daily	\$5.00	
Weekly	\$20.00	
Note: Sponsorship determined by cost of t-shirts adjusted up to the nearest \$50.00 increment.		
SWIM POOL FEES		
Daily Admission – Indoor		
Infant (under 2)	\$3.00	
Youth (3-17)	\$5.00	
Adult (18 & Up)	\$5.00	
Daily Admission – THE FALLS		
Infant (under 2)	\$3.00	
Youth (3-17)	\$12.00	(sales tax included) Previously \$8
Adult (18 & Up)	\$10.00	(sales tax included) Previously \$8
Summer Memorial Day-1st Day of School		REMOVE
Family Season Pass		
Resident**	N/A	Previously \$210
Non-Resident**	N/A	Previously \$260

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			REMOVE
Child Care Provider Pool Pass - Mon-Fri	\$40.00	(plus tax)	Previously \$70
Adult Season Pass			
Resident	\$40.00	(plus tax)	Previously \$130
Non-Resident	\$60.00	(plus tax)	Previously \$160
Youth Season Pass		REMOVE SR 85 & UP	
Resident	\$50.00	(plus tax)	Previously \$125
Non-Resident	\$60.00	(plus tax)	Previously \$155
Lap Swim - Indoor			
Resident	\$40.00	(plus tax)	Previously \$85
Non-Resident	\$60.00	(plus tax)	Previously \$95
Winter Indoor			
Family Season Pass			
Resident	\$135.00	(plus tax)	
Non-Resident	\$145.00	(plus tax)	
Adult Season Pass			
Resident	\$100.00	(plus tax)	
Non-Resident	\$105.00	(plus tax)	
Youth Season Pass - 17 & Under			
Resident	\$80.00	(plus tax)	
Non-Resident	\$85.00	(plus tax)	
*RCM - Rec Center Membership			
Swim Lesson - Youth	\$36.00		Previously \$34
Swim Lesson - Adult	\$38.00		
WSI	N/A		
Aqua Trim	\$36.00		Previously \$34
Deep Water Aqua Trim	\$36.00		Previously \$34
Aqua Trim Tryout	\$5.00		
Stretching Aqua Trim	\$36.00		Previously \$34
Lap Swim - Daily Indoor	\$5.00	Or Pass	
Life Guarding	\$135.00		Previously \$125
Lifeguard Recertification	\$86.00		
Scuba Diving	Cost	Plus \$10.00	
Pool Rental ID, 1-75 people	\$75/hr	(plus tax)	Previously \$65
Pool Rental ID, 76 or more people	\$90/hr	(plus tax)	Previously \$80
Pool Rental OD			
Zero Depth - 2 hours	\$240.00	(plus tax)	Previously \$220
Zero Depth / Lazy River / 2 Waterslides -- 2 hours	\$465.00	(plus tax)	Previously \$445
Lap Pool / Lazy River / 2 Waterslides - 2 hours	\$565.00	(plus tax)	Previously \$545
Lap Pool - 2 hours	\$365.00	(plus tax)	Previously \$345
Entire Facility - 2 hours			
No Concessions	\$665.00	(plus tax)	Previously \$645
Concessions Sold	\$45.00/hr	(plus tax)	Previously \$35 per hr
Cost - Programs that are listed, as cost will be charged on the basis of direct program costs excluding administration and office costs.			
New programs will be charged a comparable fee to other similar activities			
Sponsor fee may change in some cases depending on the registration, program changes or sponsor charge.			
** Summer Family Swim Pass - Resident & Non-Resident - Will be the fee listed for 1 adult or 4 or less children or 2 adults and 3 or less children.			REMOVE
Each additional child in the family will be \$10.00. Implemented Spring 2012.			REMOVE
RECREATION CENTER			
Admission			
Daily Resident			
24 & Under	\$5.00	(sales tax included)	
Adult 25 & Over	\$10.00	(sales tax included)	
Senior Citizen	\$5.00	(sales tax included)	
Veteran	\$5.00	(sales tax included)	
Holiday Special Event Admission	\$3.00	(sales tax included)	Per person - Any age
Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$115.00	(plus tax)	
Adult	\$175.00	(plus tax)	

SCHEDULE OF FEES	ADOPTED RATE		ADDITIONAL INFORMATION
Senior Citizen	\$155.00	(plus tax)	
Veteran	\$155.00	(plus tax)	
Family	\$260.00	(plus tax)	
Non-Resident Yearly Memberships**			
Individual			
12 Grade & Under	\$210.00	(plus tax)	
Adult	\$355.00	(plus tax)	
Senior Citizen	\$290.00	(plus tax)	
Veteran	\$290.00	(plus tax)	
Family	\$465.00	(plus tax)	
Monthly Membership - Resident			
18 & Under	\$20.00	(plus tax)	Previously \$15
University Student (19-23)	\$25.00	(plus tax)	Previously \$20
Adult 19 & Over	\$30.00	(plus tax)	Previously \$25
Family	\$45.00	(plus tax)	Previously \$40
Senior Citizen	\$25.00	(plus tax)	Previously \$20
Veteran	\$20.00	(plus tax)	
Monthly Membership - Non-Resident			
18 & Under	\$35.00	(plus tax)	Previously \$30
Adult 19 & Over	\$55.00	(plus tax)	Previously \$50
Family	\$70.00	(plus tax)	Previously \$65
Senior Citizen	\$40.00	(plus tax)	
Veteran	\$40.00	(plus tax)	
Replace I.D. Card	\$9.00	(plus tax)	
Corporate Rate			
Individual	\$235.00	(plus tax)	
Family	\$310.00	(plus tax)	
Racquetball			
Drop-in, per hour	\$0.00	Each	
Reservation, per hour	\$2.00	Each	
10 Punch Card	\$17.00	to \$20.00 Value	
Child Care			
2-hour stay	\$3.00		
20-Punch Card	\$40.00		
Rentals			
Resident Non-profit Organizations			
Entire facility w/ adequate approved adult supervision 1:20 ratio			
Per Hour	\$125.00	(plus tax)	
Each additional hour	N/A		
Maximum cost (12 hr. max.)	N/A		
Meeting Room	\$10.00	Per hour + staff cost (plus tax)	
Multi-Purpose Room	\$25.00	Per hour (plus tax)	
Gym Rental			
Fit Gym	\$40.00	Per hour + staff cost (plus tax)	
Main Gym			
Half	\$40.00	Per hour + staff cost (plus tax)	
All	\$75.00	Per hour + staff cost (plus tax)	
Activity Room	\$25.00	Per hour + staff cost (plus tax)	
Locker Rental Month	\$5.00		new
Locker Rental Year	\$50.00		new
*s.c. - Staff Cost (if needed)	\$25.00		
** Memberships include free towel usage and all drop-in fitness classes.			
CITY EMPLOYEE WELLNESS RATES			
Recreation Center Membership			
Individual	\$30.00	(plus tax)	
Family	\$40.00	(plus tax)	
Summer Swim Pass, purchased after May 1			
Individual	\$75.00	(plus tax)	REMOVE
Family	\$115.00	(plus tax)	
*1 adult & 4 or less children or 2 adults and 3 or less children. Ea. Additional child in the family will be \$10.00			
Indoor Lap Swim Pass	\$45.00	(plus tax) -EE Retires, Veterans	
Winter Swim Pass, purchased after August 15			
Individual w/RCM	\$12.50	(plus tax)	
Family w/RCM	\$25.00	(plus tax)	
Individual w/o RCM	\$47.50	(plus tax)	
Family w/o RCM	\$65.00	(plus tax)	
A full list of drop in fitness classes now included under the membership can be found the web at www.cedarfalls.com/fitness			



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Luke Andreasen, PE, Principal Engineer
DATE: 11/22/2022
SUBJECT: Building Resilient Infrastructure and Communities - Grant Administration
 Project Number ST-000-3306 – Subaward Agreement

In December 2021, the City submitted a request to FEMA under the Building Resilient Infrastructure and Communities (BRIC) grant program. The program seeks to fund research-supported, proactive investment in community resilience. They offer two types of grants: scoping (studies and planning) and mitigation projects (infrastructure). The City added drainage studies to the Capital Improvements Plan in 2018. Such studies fit with the BRIC “scoping” funding.

The City has been awarded a grant for 85% of the total project. \$220,502.98 in federal and state funds, and 15% of local funds (City: \$38,912.31) comprise the total project cost of \$259,415.29. The next steps are to select a consultant to complete this sub watershed stormwater master plan. The master plan will use current technology model stormwater impacts to identify and prioritize drainage problems. These improvements will be broken down into a chronological (downstream to upstream) list of projects that can be incorporated into street reconstruction projects or be stand-alone projects themselves, as conditions warrant. Each project will have a construction cost estimate. This stormwater master plan will then be used to identify storm water projects for the Capital Improvements Plan each year.

The anticipated study areas are shown in the attached exhibit.

The Engineering Division of the Public Works Department recommends the City Council accept this subaward from the Iowa Department of Homeland Security and authorize the Mayor to sign the agreement.

Xc: Stephanie Sheetz, AICP, Director of Community Development
 David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works



STATE OF IOWA

KIM REYNOLDS
GOVERNOR

ADAM GREGG
LT. GOVERNOR

IOWA DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT
JOHN BENSON, HOMELAND SECURITY ADVISOR
AND EMERGENCY MANAGEMENT DIRECTOR

November 16, 2022

Stephanie Sheetz
Director of Community Development
City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613-2726

SUBJECT: BRIC-2021-IA-0003, Stormwater Resilience Planning

Dear Stephanie Sheetz,

City of Cedar Falls has been awarded federal assistance under the Building Resilience Infrastructure and Communities, 2021 in accordance with the scope of work and budget that were included in the application package submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA).

I have included one original Subaward Agreement for review, approval and signature. Please scan and email the signed copy to your project officer (Hanna Henscheid, Hanna.Henscheid@iowa.gov) and BRIC finance officer (Emily Novak, Emily.Novak@iowa.gov). Any modifications to the scope of work or budget must have prior approval by HSEMD and FEMA. Please notify me if there are any anticipated changes.

If you have any questions or need assistance, please do not hesitate to call me at 515-314-1603, or e-mail me at Emily.Novak@iowa.gov.

Sincerely,

Emily Novak
BRIC Finance Officer

Enclosure

SUBAWARD AGREEMENT

Between

Iowa Department of Homeland Security and Emergency Management

And

City of Cedar Falls

PROJECT TITLE: Stormwater Resilience Planning

SUBAWARD AGREEMENT NO: EMK-2021-BR-041-0003

UNIQUE ENTITY IDENTIFIER (UEI): EGCPJFKF3NC9

FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): EMK-2021-BR-041

ASSISTANCE LISTING NUMBER: 97.047

FEDERAL AWARD DATE: 9/13/2022

PERFORMANCE PERIOD START DATE: 9/14/2022

PERFORMANCE PERIOD END DATE: 03/12/2024

FEDERAL FUNDS OBLIGATED AMOUNT: \$207,532.22

I. SCOPE OF WORK:

This Subaward Agreement (AGREEMENT) is to provide the **City of Cedar Falls** (SUBRECIPIENT) with federal assistance from the Building Resilient Infrastructure and Communities (BRIC) Program. The total subaward is **\$272,386.05**.

Project Costs - The federal share shall not exceed **\$194,561.46** or **75%** of actual allowable subaward costs, whichever is less. The state share shall not exceed **\$25,941.52** or **10%** of the actual allowable subaward costs, whichever is less. The SUBRECIPIENT shall provide at least **\$38,912.31** or **15%** through local non-federal (cash and/or in-kind) sources for actual allowable subaward costs.

Management Costs – Management costs shall not exceed **\$12,970.76** or the actual allowable costs, whichever is less. Management costs are 100% federal and are not included in the project cost total or cost share calculation.

These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and budget that were submitted to and approved by Iowa Department of Homeland Security and Emergency Management (HSEMD) and the Federal Emergency Management Agency (FEMA). See Exhibit A: FEMA Award Notification and Exhibit B: Approved Scope of Work and Budget.

Any modifications to the approved scope and/or budget must be submitted to and approved by HSEMD prior to executing the changes. This includes all change orders. The SUBRECIPIENT is required to obtain all necessary permits before any construction begins.

II. AGREEMENTS

HSEMD will provide financial oversight and management in the role of recipient/pass-through entity based on the grant guidance in 2 CFR, Part 200, Subpart D, Section 200.332, the grant financial guide and other state and federal guidelines. HSEMD will provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. HSEMD will provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

HSEMD is responsible for monitoring the SUBRECIPIENT's activities to provide reasonable assurance that the SUBRECIPIENT administers this subaward in compliance with federal and HSEMD requirements. Responsibilities include reviewing the SUBRECIPIENT's records that support receipts and expenditures, financial records are maintained and adequate for audit, proper cash management, and expenditures are eligible and allowable. A pre-award risk assessment is completed for each subrecipient to assist HSEMD in determining the minimum level of monitoring that will be needed throughout the life of this subaward in accordance with 2 CFR, Part 200. See Exhibit C: Pre-Award Risk Assessment.

Additionally, the SUBRECIPIENT will be monitored periodically by HSEMD to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based and on-site monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, and administrative records relative to each program, and will identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT will allow HSEMD and auditors to access any necessary records and financial information as indicated in 2 CFR, Part 200, Subpart D, Section 200.334 through Section 200.338.

The SUBRECIPIENT will pass appropriate resolutions to assure HSEMD that it is participating, and will continue to participate, in the National Flood Insurance Program, if mapped.

The SUBRECIPIENT must disclose in writing any potential conflicts of interest to HSEMD in accordance with applicable FEMA policy and 2 CFR, Part 200, Subpart D, Section 200.112.

The SUBRECIPIENT must disclose in writing to HSEMD all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal subaward in accordance with 2 CFR, Part 200, Section 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR, Part 200, Subpart D, Section 200.339 through Section 200.343, Remedies for noncompliance. (See also 2 CFR, Part 180, Suspension and Debarment, and 31 U.S.C. 3321)

The SUBRECIPIENT and the SUBRECIPIENT's authorized representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

III. PERIOD OF PERFORMANCE

The approved Period of Performance for this subaward is from **09/14/2022 through 03/12/2024**. All work must be completed prior to the end of the Period of Performance. HSEMD will not reimburse the SUBRECIPIENT for costs that are obligated or incurred outside of the Period of Performance.

If a time extension is needed, one must be requested at least 90 days prior to the end of the Period of Performance. All requests must be supported by adequate justification submitted to HSEMD in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; milestones that are unmet; and a description of performance measures necessary to complete the subaward. The SUBRECIPIENT shall request time extensions through EMGrantsPro, HSEMD's web-based grant management system, and include justification of the request. Without the justification, time extension requests will not be processed.

IV. AUTHORITIES AND REFERENCES

The SUBRECIPIENT shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants follows hereto for reference only.

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 CFR, Part 200 - [2 CFR Part 200](#)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq.
- Title 44 of the Code of Federal Regulations (CFR) - Part 80 - Property Acquisition and Relocation for Open Space, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 9 - Floodplain Management and Protection of Wetlands, if applicable
- Title 44 of the Code of Federal Regulations (CFR) - Part 201 - Mitigation Planning
- Title 44 of the Code of Federal Regulations (CFR) - Part 206 - Federal Disaster Assistance
- Title 31 CFR 205.6 Funding Techniques
- Hazard Mitigation Assistance Guidance, February 27, 2015
- SUBRECIPIENT's application that was received and approved by HSEMD and FEMA
- Federal Agreement Articles (see Addendum 1) and Subaward-Specific Terms and Conditions specific to subrecipient (see Addendum 2) to this AGREEMENT
- Any other applicable Federal Statutes including the Transparency and Recovery Act

V. FINANCIAL MANAGEMENT SYSTEM

To ensure federal funds are awarded and expended appropriately, the SUBRECIPIENT will establish and maintain a financial management system as outlined in 2 CFR, Part 200, Subpart D, Section 200.302, and internal controls in Section 200.303. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) uniform administrative requirements and the cost principles in 2 CFR, Part 200, Subpart E. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards combined with the audit standards provided within 2 CFR, Part 200, Subpart F, plus the requirements of the Generally Accepted Accounting Principles constitute the basis for all policies, processes and procedures set forth in this financial management system for the SUBRECIPIENT.

The SUBRECIPIENT's financial management system must include:

- internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles
- a chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant, program, or funding source
- procedures to minimize cash on hand in compliance with the Cash Management Improvement Act (CMIA) and good business processes
- the ability to track expenditures on a cash or accrual basis
- the ability to track expenditures in both financial and program budgets
- procedures to document all grant-related expenditures, broken down by budget line items
- procedures to ensure expenditures are eligible and allowable
- the ability to fulfill government-required financial reporting forms

VI. PROCUREMENT

This AGREEMENT requires that all procurement be executed by the SUBRECIPIENT within the guidelines of 2 CFR, Part 200 Subpart D, Section 200.318 through Section 200.327, including Appendix II. Procurement standards must be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in 2 CFR, Part 200. The SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest as outlined in 2 CFR, Part 200 Subpart D, Section 200.318. The SUBRECIPIENT will ensure that every purchase order or other contract includes clauses required by Federal statutes and executive orders and their implementing regulations. **The SUBRECIPIENT must submit copies of its own written procurement guidelines, written conflict of interest guidelines, bid documents and contract documents to HSEMD prior to awarding or executing contracts. No contract will be accepted without HSEMD's prior review.**

In addition to the guidelines of 2 CFR, Part 200, Section 200.318 through Section 200.327, the SUBRECIPIENT will need to adhere to 2 CFR, Part 200, Section 200.216, 200.471 and Appendix II as well as section D.13a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

VII. AUDIT

The SUBRECIPIENT must comply with the requirements of the Single Audit Act Amendments of 1996 and 2 CFR, Part 200, Subpart F. Reference: Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance (CFDA)) 97.047, Building Resilient Infrastructure and Communities (BRIC) Program.

VIII. PAYMENT REQUEST PROCESS

The SUBRECIPIENT may submit a payment request up to 30 days prior to an anticipated expenditure or disbursement. The SUBRECIPIENT must be able to account for the receipt, obligation, and expenditure of funds. If interest is earned, the SUBRECIPIENT agrees to comply with the federal requirements from 2 CFR, Part 200, Subpart D, Section 200.305. The SUBRECIPIENT may keep interest earned on Federal grant funds up to \$500 per fiscal year.

This maximum limit is not per subaward; it is inclusive of all interest earned as a result of all federal grant program funds received per year. Subrecipients are required to report all interest earned at least quarterly to HSEMD. HSEMD will provide instructions to the SUBRECIPIENT for the disposition of reported interest earned.

Payments to subrecipients are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. The SUBRECIPIENT has two options available to them when requesting payments from HSEMD. Subrecipients can request **Reimbursement** for allowable expenditures already paid, or request an **Advance** for expenditures to be paid within 30 days.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Request for Reimbursement (RFR) through EMGrantsPro and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests must include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.). HSEMD reserves the right to request that the SUBRECIPIENT submit additional expenditure documentation upon request.

Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.

- **Advance** payment requests must include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance must be submitted to HSEMD within 30 days after the advance, and before future advances are made. If the SUBRECIPIENT is unable to demonstrate the willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by HSEMD, a financial management system that meets the standards for fund control and accountability as established in 2 CFR, Part 200, or is considered a High Risk subrecipient, then reimbursement requests will be required.

No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation must be submitted to HSEMD immediately following the SUBRECIPIENT's pay out of the funds.

If the SUBRECIPIENT has incurred the costs within the 30 days but is unable to pay out the funds on the 30th day, the SUBRECIPIENT shall provide written communication to HSEMD of when the proof of payment will be provided and receive approval from HSEMD before the 30 days expires. All other support documents are required to be submitted on time.

If the SUBRECIPIENT requested funds in excess of the costs incurred from the advance payment, two options will be available to the SUBRECIPIENT:

- **HSEMD can apply the overpayment to the next request from the SUBRECIPIENT, as long as the request is received by HSEMD within the 30 days and the SUBRECIPIENT provides written notification to HSEMD to apply the overpayment to the new request, or**

- **The SUBRECIPIENT shall promptly return overpayments to HSEMD within the 30 days.**

Required documents prior to payments from HSEMD. Payment of funds will not be made to the SUBRECIPIENT until HSEMD has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT)
- Pre-Award Risk Assessment (attached to this AGREEMENT)
- Signed Subaward Agreement
- Substitute W9/Vendor Update Form (if not already on file at HSEMD)
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT’S cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by HSEMD, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT’S authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.305.

Expenditures must be in accordance with the approved scope of work and budget and in accordance with 2 CFR, Part 200, Subpart D. The SUBRECIPIENT’S contributions must be verifiable from the SUBRECIPIENT’S records; not be included as contributions for any other Federal subaward; be necessary and reasonable, allowable, and allocable under the grant program and must comply with all Federal requirements and regulations.

Cash match can be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent must be for allowable subaward costs in accordance with the SUBRECIPIENT’S approved scope of work and budget and must be applicable to the period to which the cost sharing or matching requirement applies. Documentation can be copies of the SUBRECIPIENT’S checks to the third parties and a copy of the SUBRECIPIENT’S general ledger for revenues and expenses clearly showing the federal and non-federal cash sources.

In-kind match must comply with the requirements of 2 CFR, Part 200, Subpart D, Section 200.306, entitled “Cost sharing or matching”. The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided must be documented by the third party contributing the in-kind services. The in-kind match must be specifically stated in the SUBRECIPIENT’S scope of work and budget before in-kind match will be allowed to match this subaward. Documentation can be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, dates of service/donation, record of donor, the value (rates of staffing, equipment usage, supplies, etc.) a statement to the effect that the value is normally charged, deposit slips for cash contributions and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT’S subaward. Such documentation must be kept on file by the SUBRECIPIENT.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds will be reduced accordingly so as not to exceed the maximum federal share allowed under this subaward.

The SUBRECIPIENT must maintain records and documentation showing how the value placed on third-party in-kind contributions is derived. Regulations are in 2 CFR, Part 200, Subpart D Section 200.306, and Subpart E Section 200.434.

IX. PROGRAM INCOME

Program income, as defined in the 2 CFR, Part 200, Section 200.1, that is directly generated by this subaward, must comply with 2 CFR, Part 200, Subpart D, Section 200.305 and Section 200.307. Program income must be deducted from the subaward's total allowable costs. All program income must be reported in the quarterly financial progress reports in the quarter it is earned.

X. REPORTING REQUIREMENTS

Quarterly programmatic and financial reports are required on the progress relative to the approved scope of work as outlined in 2 CFR, Part 200, Subpart D, Section 200.328 through Section 200.330. Subrecipients are required to complete the quarterly progress report forms that are provided by HSEMD and submit them by the due dates stated by HSEMD. **Due dates are January 15, April 15, July 15, and October 15. The first report is due following the end of the reporting period in which the subaward was awarded by FEMA. The reporting periods are January-March, April-June, July-September, and October-December.**

XI. CLOSE OUT

The SUBRECIPIENT must prepare and submit by the end of the Period of Performance, and/or within 60 days of the completion of the approved scope of work; **whichever comes first**, all required financial, performance and other reports as outlined in 2 CFR, Part 200 Subpart D, Section 200.344 and Section 200.345. The SUBRECIPIENT must liquidate all obligations incurred under the subaward by the end of the Period of Performance or upon completion of the scope of work, whichever comes first. The SUBRECIPIENT must dispose of property purchased with subaward funds and dispose of or return government-furnished property no longer being used for subaward-related activities. All accounts must be settled, including reimbursements for any remaining allowable costs and refunds to HSEMD of any unobligated cash that was advanced in accordance with 2 CFR, Part 200, Subpart D, Section 200.346.

XII. RECORD RETENTION

The SUBRECIPIENT must retain records pertinent to the Federal subaward for three (3) years from the date of HSEMD's closeout notification to the SUBRECIPIENT. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving this subaward that starts after that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the 3-year period, whichever is later as outlined in 2 CFR Part 200, Subpart D, section 200.334.

XIII. WAIVERS

No conditions or provisions of this AGREEMENT can be waived unless approved by HSEMD and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, HSEMD's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

XIV. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the subaward funds provided, administrative procedures, or any other necessary matter, but not to take effect until approved, in writing, by HSEMD and the SUBRECIPIENT.

XV. COMPLIANCE, TERMINATION AND OTHER REMEDIES

Unless otherwise stated in writing, HSEMD requires strict compliance by the SUBRECIPIENT and its authorized representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state and federal statute, rules, regulations; particularly those included in the Assurances in the Application which was submitted to FEMA by HSEMD.

HSEMD may suspend or terminate any obligation to provide funding or demand return of any unused funds, following notice from HSEMD, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said subaward. The SUBRECIPIENT is responsible for repayment of funds as a result of subsequent refunds, corrections, overpayments, or disallowed costs for ineligible expenditures.

The SUBRECIPIENT understands and agrees that HSEMD may enforce the terms of this AGREEMENT by any combination or all remedies available to HSEMD under this AGREEMENT, or under any other provision of law, common law, or equity.

XVI. INDEMNIFICATION

It is understood and agreed by HSEMD and the SUBRECIPIENT and its agents that this AGREEMENT is solely for the benefit of the parties to this subaward and gives no right to any other party. No joint venture or partnership is formed as a result of this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assigns, agrees to protect, save, and hold harmless HSEMD and the State of Iowa, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assigns, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend HSEMD, the State of Iowa, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this part. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of HSEMD, the State of Iowa, or any of their authorized agents or employees.

XVII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the activities supported by this subaward, language that acknowledges the funding contribution by HSEMD and FEMA.

XVIII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of HSEMD or the State of Iowa. All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents. HSEMD shall not withhold on behalf of any such officer, employee, city council/board member, or agent, or pay on behalf of any such person, any payroll taxes, insurance, or deductions of any kind from the funds paid to the SUBRECIPIENT for administrative purposes.

XIX. GOVERNING LAW, VENUE AND SEVERABILITY

The laws of Iowa shall govern this AGREEMENT and venue for any legal action hereunder shall be in the Polk County District Court of Iowa. If any provision under this AGREEMENT or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, said invalidity does not affect other provisions of this AGREEMENT which can be given effect without the invalid provision.

XX. NOTICES

The SUBRECIPIENT shall comply with all public notices or notices to individuals as required by applicable state and federal laws, rules, and regulations and shall maintain a record of such compliance.

XXI. RESPONSIBILITY FOR SUBAWARD

While HSEMD undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the subaward, said subaward remains the sole responsibility of the SUBRECIPIENT in accomplishing subaward objectives and goals. HSEMD undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

XXII. NOTICES AND COMMUNICATIONS BETWEEN HSEMD AND SUBRECIPIENT

All written notices and communications to the SUBRECIPIENT by HSEMD shall be to:

**Stephanie Sheetz
Director of Community Development
City of Cedar Falls
220 Clay St
Cedar Falls, IA 50613-2726**

All written communications to HSEMD by the SUBRECIPIENT and its authorized representative shall be to:

**Jonathan Pogones
Mitigation Bureau Chief
Iowa Department of Homeland Security and Emergency Management
7900 Hickman Road, Suite 500
Windsor Heights, IA 50324**

ENTIRE SUBAWARD AGREEMENT

This AGREEMENT sets forth the entire AGREEMENT between HSEMD and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either HSEMD or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, HSEMD and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

**Iowa Department of Homeland Security City of Cedar Falls:
and Emergency Management:**

Dennis Harper, Division Administrator

Rob Green, Mayor

Date

Date

Signature of Authorized Representative (optional)

Date

- Attachments: Addendum 1: Federal Agreement Articles
- Addendum 2: Subaward-Specific Terms and Conditions
- Exhibit A: FEMA Award Notification
- Exhibit B: Approved Scope of Work and Budget
- Exhibit C: Pre-Award Risk Assessment

Addendum 1: Federal Agreement Articles

Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance subrecipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, subrecipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Subrecipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Subrecipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Subrecipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits subrecipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

Subrecipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

- Article 16 False Claims Act and Program Fraud Civil Remedies**
Subrecipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- Article 17 Federal Debt Status**
All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- Article 18 Federal Leadership on Reducing Text Messaging while Driving**
Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- Article 19 Fly America Act of 1974**
Subrecipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- Article 20 Hotel and Motel Fire Safety Act of 1990**
Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a
- Article 21 John S. McCain National Defense Authorization Act of Fiscal Year 2019**
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

- Article 22 Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Subrecipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 23 Lobbying Prohibitions**
Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the subrecipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 24 National Environmental Policy Act**
Subrecipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans
- Article 25 Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
- Article 26 Non-Supplanting Requirement**
Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 27 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article 28 Patents and Intellectual Property Rights

Subrecipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article 29 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30 Rehabilitation Act of 1973

Subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 31 Reporting of Matters Related to Subrecipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the subrecipients must comply with the requirements set forth in the government-wide Award Term and Condition for Subrecipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32 Reporting Subawards and Executive Compensation

Reporting of first tier subawards. Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 33 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds

provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, subrecipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34 SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

- Article 35 Terrorist Financing**
Subrecipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Subrecipients are legally responsible to ensure compliance with the Order and laws.
- Article 36 Trafficking Victims Protection Act of 2000 (TVPA)**
Trafficking in Persons. Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 37 Universal Identifier and System of Award Management**
Requirements for System for Award Management and Unique Entity Identifier
Subrecipients are required to comply with the requirements set forth in the government- wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
- Article 38 USA PATRIOT Act of 2001**
Subrecipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
- Article 39 Use of DHS Seal, Logo and Flags**
Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 40 Whistleblower Protection Act**
Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

- Article 41 Environmental Planning and Historic Preservation (EHP) Review** DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the subrecipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- Article 42 Applicability of DHS Standard Terms and Conditions to Tribes**
The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.
- Article 43 Acceptance of Post Award Changes**
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927- 5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- Article 44 Disposition of Equipment Acquired Under the Federal Award**
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 45 Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non- construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h) (5) to require the subrecipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 46 Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Addendum 2: Subaward-Specific Terms and Conditions

This subaward does not have additional specific terms and conditions to meet.

Exhibit A: FEMA Award Notification

Subaward accepted

EMK-2021-BR-041-0003

Suborganization name	CITY HALL
Subrecipient organization name	IOWA HSEMD
Subgrant ID	EMK-2021-BR-041-0003
Subgrant type	Project scoping
Document control no.	
Application	EMK-2021-BR-041
Region	VII
Federal resources awarded	\$207,532.22
Required non-federal resources	\$64,853.83
Federal resources disbursed to recipient	\$0
Pending disbursements to recipient	\$0
Balance of federal resources available	\$207,532.22

Exhibit B: Approved Scope of Work and Budget

Scope of Work

Description of the Project & Locations:

The project will analyze four areas and produce a stormwater plan that outlines solutions to flooding problems. Areas include:

Downtown: An older area of the city with undersized storm sewer pipe and localized drainage problems. Some areas have no storm sewer.

College Hill: This area is also an older part of town with undersized sewer, gaps in the storm sewer network, and various localized drainage problems.

Bergstrom Boulevard: The houses along Bergstrom Boulevard have experienced flooding and recent updates to the FEMA floodplain show many properties inside the floodplain.

Sunnyside Circle: The street and basements at Sunnyside Circle have experienced flooding. This area is the approximate watershed that drains to the storm sewers that run through Sunnyside Circle and discharge west of Waterloo Rd.

Description of the Proposed Project:

This project will involve hiring a consulting firm to produce a stormwater master plan for four areas of the City where the storm sewer is undersized or non-existent and the most drainage problems occur. This master plan will be created by using a Rain-on-Grid Analysis combined with storm sewer modeling software to identify and prioritize drainage problems. The master plan will show a proposed storm sewer network that will be used to determine where new storm sewer is needed and proper upsizing of existing storm sewer. The master plan will also identify other drainage problem solutions such as detention areas, channel improvements, regrading, etc. These improvements will be broken down into a chronological (downstream to upstream) list of projects that can be incorporated into street renewal projects or be stand-alone projects themselves. Each project will have a construction cost estimate. This stormwater master plan will then be used to choose what storm water projects are to be included in the Capital Improvements Plan each year.

The analysis needed for each area is as follows:

Stormwater Study Areas 1 and 2 (Downtown and College Hill): These areas will need a rain-on-grid analysis combined with proposed storm sewer models to identify all potential areas for drainage issues, where the existing storm sewer needs to be upsized, and where new lines of storm sewer need to be constructed.

Stormwater Study Areas 2 and 4 (Bergstrom Boulevard, Sunnyside Circle): These areas each need a backwater analysis to see how much of the flooding problem is being caused by backwater from Dry Run Creek. An updated HEC-RAS model of Dry Run Creek may be necessary. These areas will also need combined open channel/storm sewer model to analyze the drainage upstream of the problem areas to see if water can be detained or rerouted away from the problem area.

Stormwater Study Areas 2 and 4 (Bergstrom Boulevard, Sunnyside Circle): These areas each need a backwater analysis to see how much of the flooding problem is being caused by backwater from Dry Run Creek. An updated HEC-RAS model of Dry Run Creek will likely be necessary. These areas will also need combined open channel/storm sewer model to analyze the drainage upstream of the problem areas to see if water can be detained or rerouted away from the problem area.

Study Area	Square Miles	Ex. Storm Sewer		Prop Storm Sewer		Modeling \$/LF	Cost
		LF	Miles	LF	Miles		
1. Downtown	1.06	72060	13.65	82869	15.69	1.44	\$ 119,330.74
2. College Hill	0.36	19534	3.70	22464	4.25	1.44	\$ 32,348.32
3. Bergstrom Blvd	0.44	31129	5.90	35798	6.78	1.44	\$ 51,549.70
4. Sunnyside Circle	0.17	33929	6.43	39018	7.39	1.44	\$ 56,186.53
Total	2.03	156652	29.67	180150	34.12	1.44	\$ 259,415.29

Budget

Type	Description	Amount
	Engineering cost estimate (College Hill)	\$ 32,348.32
	Engineering cost estimate (Sunnyside Circle)	\$ 56,186.53
	Engineering cost estimate (Downtown)	\$ 119,330.74
	Engineering cost estimate (Bergstrom Blvd)	\$ 51,549.70
Total Project		\$ 259,415.29
Management Costs		\$ 12,970.76
Total Award		\$ 272,386.05

Exhibit C: Pre-Award Risk Assessment

Conducted by HSEMD



Iowa Department of Homeland Security and Emergency Management
 Recovery Division
 Subrecipient Pre-Award Risk Assessment

Applicant Information

Applicant: _____ City of Cedar Falls _____

Applicant UEI (12 Character alphanumeric number): ___EGCPJFKF3NC9_____

Applicant Authorized Representative¹: _____ Stephanie Sheetz _____

Applicant Authorized Representative Phone: _____ 319-268-5151 _____

Applicant Authorized Representative Email: ___stephanie.sheetz@cedarfalls.com_____

HSEMD Recovery Division Assessment Completed by: _____ Tammy Grittmann _____

Assessment Date: _____ Tammy Grittmann _____

Total Risk Assessment Score: 12 of 15. Risk Level*: LOW

NOTE TO SUBRECIPIENT: If a written procurement policy is not in place at the time the pre-award risk assessment is conducted, the subrecipient will be placed at a "High" risk level. If a written procurement policy is in place but does not meet the minimum federal standards, the subrecipient should expect a "Medium" risk level or higher.

Financial Stability points 4 (maximum of 4)

Yes/No

- Turnover in key staff in the past 12 months (i.e. city clerk, financial manager, superintendent, etc.) (Y=-1 point, N=1 point)

Notes for HSEMD staff:

NONE

Yes/No

- Special investigations performed by the Iowa State Auditor in the past five (5) years. (Y=-1 point, N=1 point)

Notes for ISHSEMD staff:

NONE

¹ 2 CFR §200.415 requires that fiscal reports (including subrecipient agreements, payment requests, etc.) be "signed by an official who is authorized to legally bind the non-Federal entity".

Yes/No

- For each Federal subaward, the applicant's accounting system has the ability to track revenues and expenditures separately from other expenditure and revenue sources. (Including applicant matching funds) (I.e. separate accounts/work orders for each approved project)² *Attach chart of accounts/work order listing with particular accounts/work orders noted.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200#200.302>

Notes for HSEMD staff:

NONE

Yes/No

- For each Federal subaward, the applicant's accounting system has the ability to tie revenues and expenditures to approved subaward budget(s) and scope(s) of work. (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

Yes/No

- Establish and maintain effective internal control over the Federal subaward to provide assurance the entity is managing the award in compliance with Federal statutes, regulations and terms and conditions.³ *Attach associated procedures.* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.303>

Notes for HSEMD staff:

NONE

² 2 CFR §200.302(3) requires that records must adequately identify the source and application of federally-funded activities.

³ Required per 2 CFR §200.303(a); Internal Controls

Quality Management Systems points 4 (maximum of 5)

Procurement Policies. *Attach procurement policies.*

Yes/No

- Includes documentation to ensure that contractor/vendor is not suspended or disbarred from federally-funded projects.⁴ (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.214>

Notes for HSEMD staff:

NONE

Yes/No

- Includes procedure to document affirmative solicitation of small and minority businesses, and women's business enterprises.⁵ (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.321>

Notes for HSEMD staff:

NONE

Yes/No

- Includes Contract Provisions for Non-Federal Entity Contracts under Federal Awards⁶ (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

Notes for HSEMD staff:

NONE

⁴ Must include documentation of check of contractor/vendor on Excluded Parties List System (EPLS) (<https://www.sam.gov>) (2 CFR 200.214) (2 CFR part 180)

⁵ 2 CFR § 200.321; Listing available at <https://www.sam.gov>

⁶ 2 CFR §200 Appendix II

Yes/No

- Written standards of conduct covering conflicts of interest.⁷ *Attach associated standards.*
(Y=1 point, N= -1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR45ddd4419ad436d/section-200.318>

Notes for HSEMD staff:

NONE

Yes/No

- Procedures for accounting for the entirety of employee time by individual Federal subaward and other non-Federally funded work (Personnel Activity Reports or similar). *Attach employee time keeping procedures and examples of associated documentation.* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

Yes/No

- Follow the prohibition on certain telecommunications and video surveillance services or equipment outlined in 2 CFR 200.216. (Y=1 point, N=-1 point)

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.216>

Notes for HSEMD staff:

NONE

⁷ 2 CFR 200.318 (c)(1)(2)

Performance History points 4 (maximum of 4)

Yes/No

New applicant (Y=-1 point, N=1 point)

Notes for HSEMD staff:

NONE

Yes/No

Applicant has an outstanding balance (pending resolution or outstanding refund) with HSEMD (Y=-1 point, N=1 point)

Notes for HSEMD staff:

NONE

Yes/No

Applicant is not suspended or disbarred from federal awards.⁴ (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

Prior HSEMD Subawards (list only previous 4 programs)

(1 point for each grant in which all projects are completed and closed on or under budget)

Assistance Listing # (Sam.gov)	# of Projects	Total \$ Obligated	Total \$ Expended	# of Projects Completed and Closed	# of Quarterly Reports Completed	# of issues identified
97.039	1	1,605,348.28	1,605,348.28	1	11	0
97.036	5	692,171.04	691753.59	5	5	0
97.036	2	57,098.08	57,098.08	2	2	0
97.036	7	543,381.29	543,381.29	7	0	0

Prior Subaward Monitoring Actions by HSEMD (list only 5 most recent)

(-1 point for each identified issue)

Desk Review or Site Visit (Select One)	Date	Assistance Listing # (Sam.gov)	# of Projects Monitored	# of Issues Identified
NONE				

Prior Subaward Audit Findings

Review two (2) most recent audits of Federal Awards, and document findings on Federal awards.⁸

(-1 point for each audit finding on a Federal award)

Fiscal Year Audited	Assistance Listing # (Sam.gov)	Auditor Opinion (Qualified, Unqualified, Disclaimer, or Adverse) (Select One)	Finding Type(s) (Internal Control, Material Weakness, Significant Deficiency)	# of Findings	# of Findings Resolved
2021	SEVERAL	INDEPENDENT	NONE	0	0
2020	SEVERAL	INDEPENDENT	NONE	0	0

⁸ Audit information is available at: <https://facdissem.census.gov/> or <https://www.auditor.iowa.gov/reports/audit-reports/>

Statutory and Regulatory Requirement Implementation points 0 (maximum of 2)

Yes/No

- Procedures for reporting all violations of Federal criminal law involving fraud, bribery, or gratuity violations possibly affecting Federal awards.⁹ *Attach associated policies* (Y=1 point, N=-1 point)
<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-B/section-200.113>

Notes for HSEMD staff:

NONE

Yes/No

- Policies and procedures to safeguard personally identifiable information (i.e. Social Security numbers, dates of birth, medical information, etc.)¹⁰ *Attach associated policies* (Y=1 point, N=-1 point)

Notes for HSEMD staff:

NONE

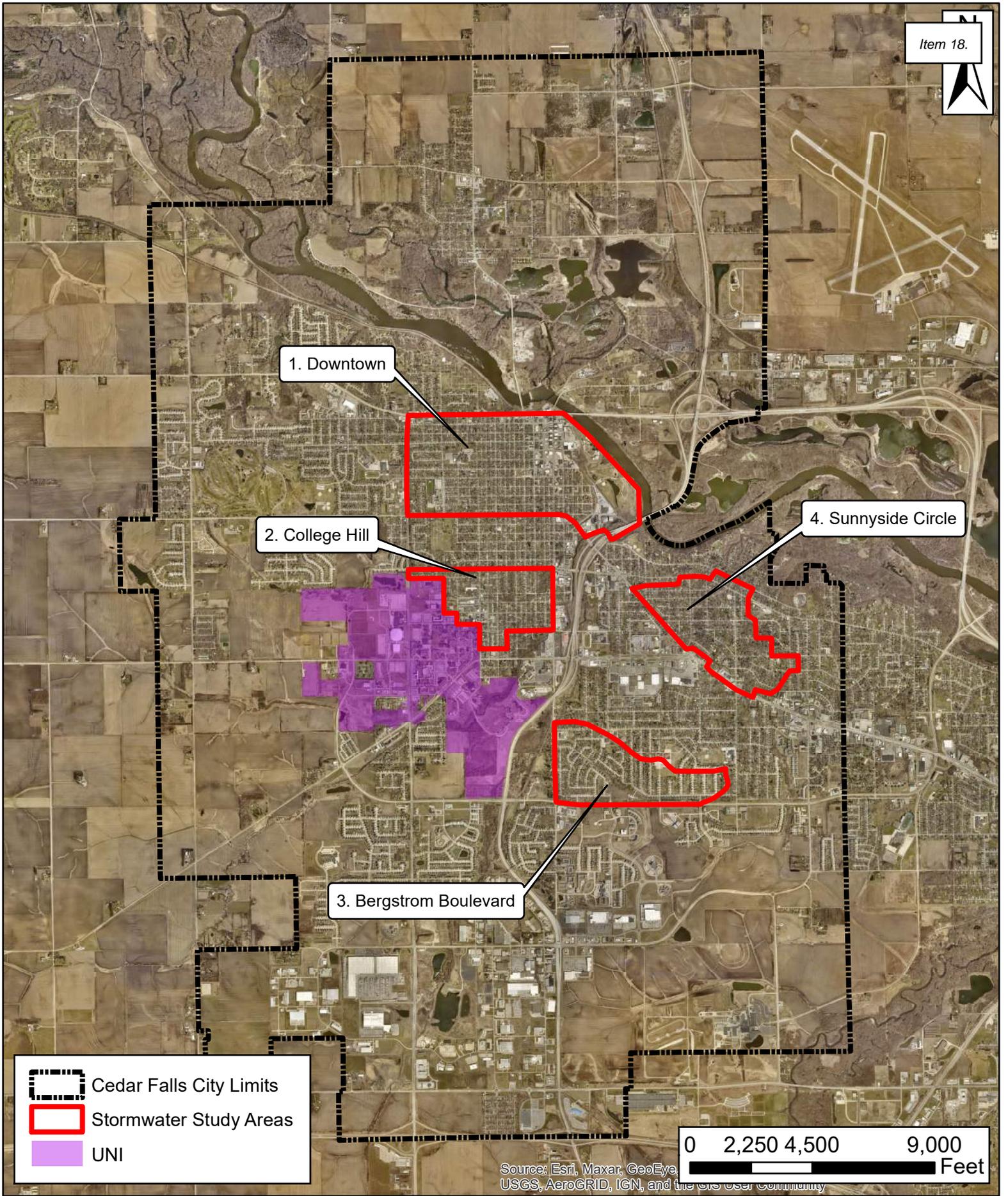
***Risk Level:**

(Note: Attachments must be included in order for the points to be awarded)

<u>Points</u>	<u>Level</u>	<u>Actions</u>
<0-5	High	Site Monitoring Visit or Desk Review, regular site visit and administrative reviews by HSEMD staff.
6-10	Medium	Desk Review upon closeout of projects as needed; continued quarterly progress report monitoring and project closeout monitoring.
11-15	Low	Continued quarterly progress report monitoring and project closeout monitoring.

⁹ 2 CFR §200.113 requires that all non-Federal entities and applicants for a Federal award must disclose in a timely manner and in writing to the Federal awarding agency or pass-through entity any violations that may affect the Federal award.

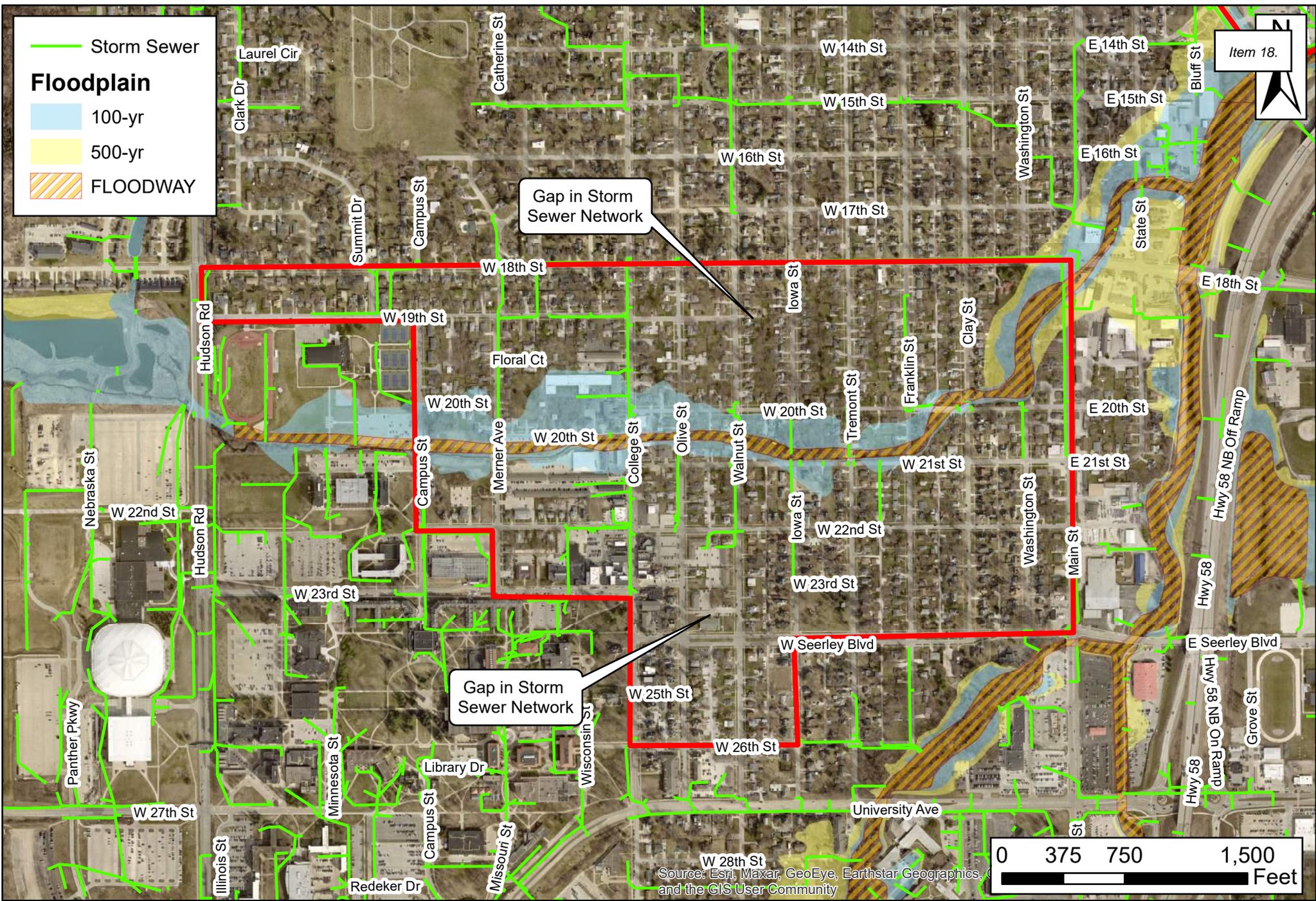
¹⁰ 2 CFR §200.303(e)



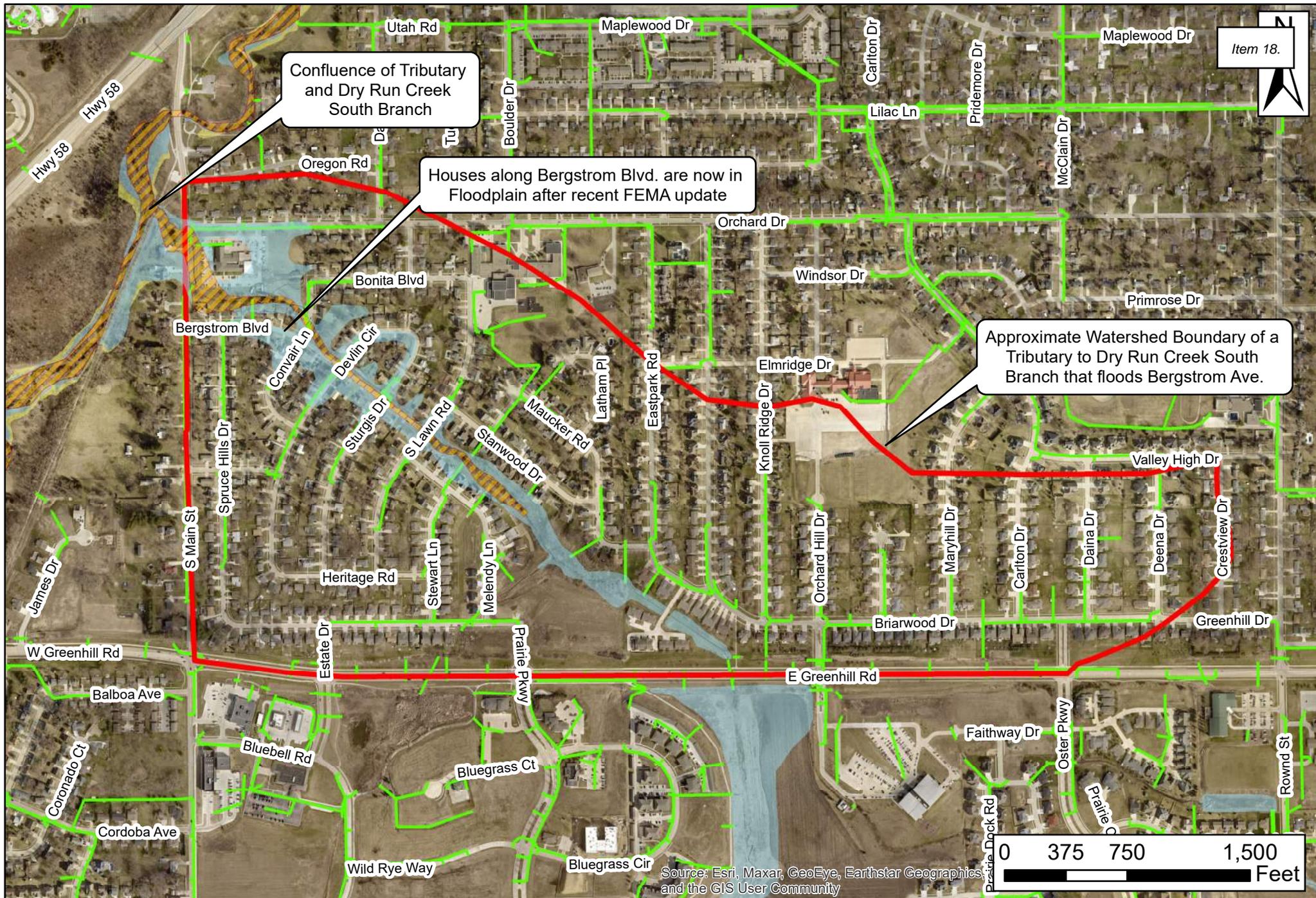
Stormwater Master Planning Areas



Stormwater Master Planning Area 1: Downtown



Stormwater Master Planning Area 2: College Hill



Stormwater Master Planning Area 3: Bergstrom Avenue



— Storm Sewer
Floodplain
 100-yr
 500-yr
 FLOODWAY

Approximate Watershed Boundary for Sunnyside Circle Flooding Area

Source: Esri, Maxar, GeoEye, Earthstar Geographics, and the GIS User Community



Stormwater Master Planning Area 4: Sunnyside Circle



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Green and City Council
FROM: Luke Andreasen, PE, Principal Engineer
DATE: 11/22/2022
SUBJECT: Building Resilient Infrastructure and Communities - Grant Administration
 Project Number ST-000-3306 – INRCOG Contract

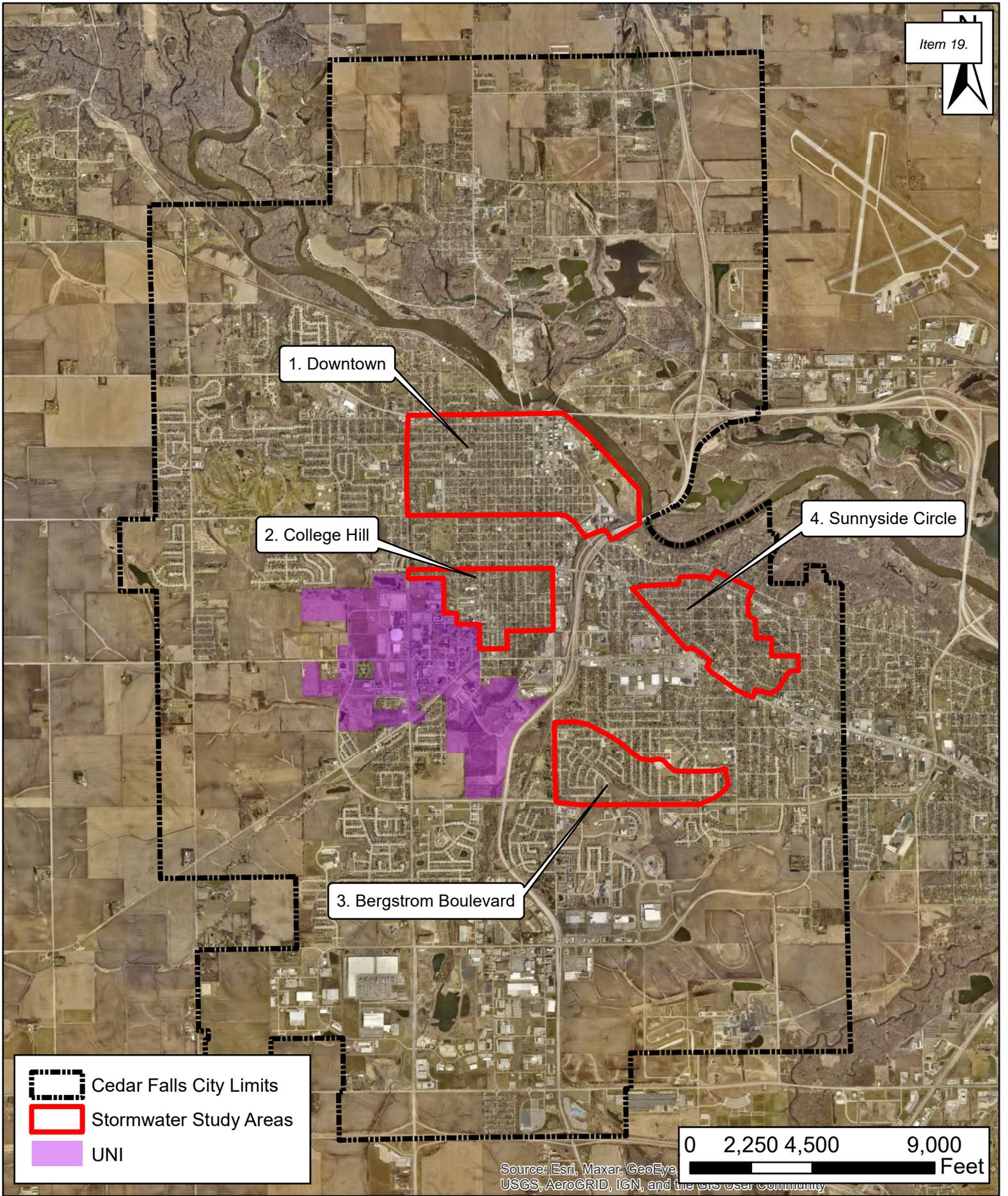
In December 2021, the City submitted a request to FEMA under the Building Resilient Infrastructure and Communities (BRIC) grant program. The program seeks to fund research-supported, proactive investment in community resilience. They offer two types of grants: scoping (studies and planning) and mitigation projects (infrastructure). The City added drainage studies to the Capital Improvements Plan in 2018. Such studies fit with the BRIC “scoping” funding.

The City has been awarded a grant for 85% of the total project. \$220,502.98 in federal and state funds, and 15% of local funds (City: \$38,912.31) comprise the total project cost of \$259,415.29. The next steps are to select a consultant to complete this sub watershed stormwater master plan. The master plan will use current technology to model stormwater impacts to identify and prioritize drainage problems. These improvements will be broken down into a chronological (downstream to upstream) list of projects that can be incorporated into street reconstruction projects or be stand-alone projects themselves, as conditions warrant. Each project will have a construction cost estimate. This stormwater master plan will then be used to identify storm water projects for the Capital Improvements Plan each year.

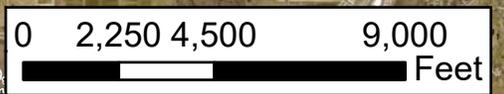
The anticipated study areas are shown in the attached exhibit.

The Engineering Division of the Public Works Department recommends approving this contract for program administration services with INRCOG. Their support helps us meet federal requirements with the grant. The contract totals \$12,970.76. Attached is the proposed agreement with all required attachments.

Xc: Stephanie Sheetz, AICP, Director of Community Development
 David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works

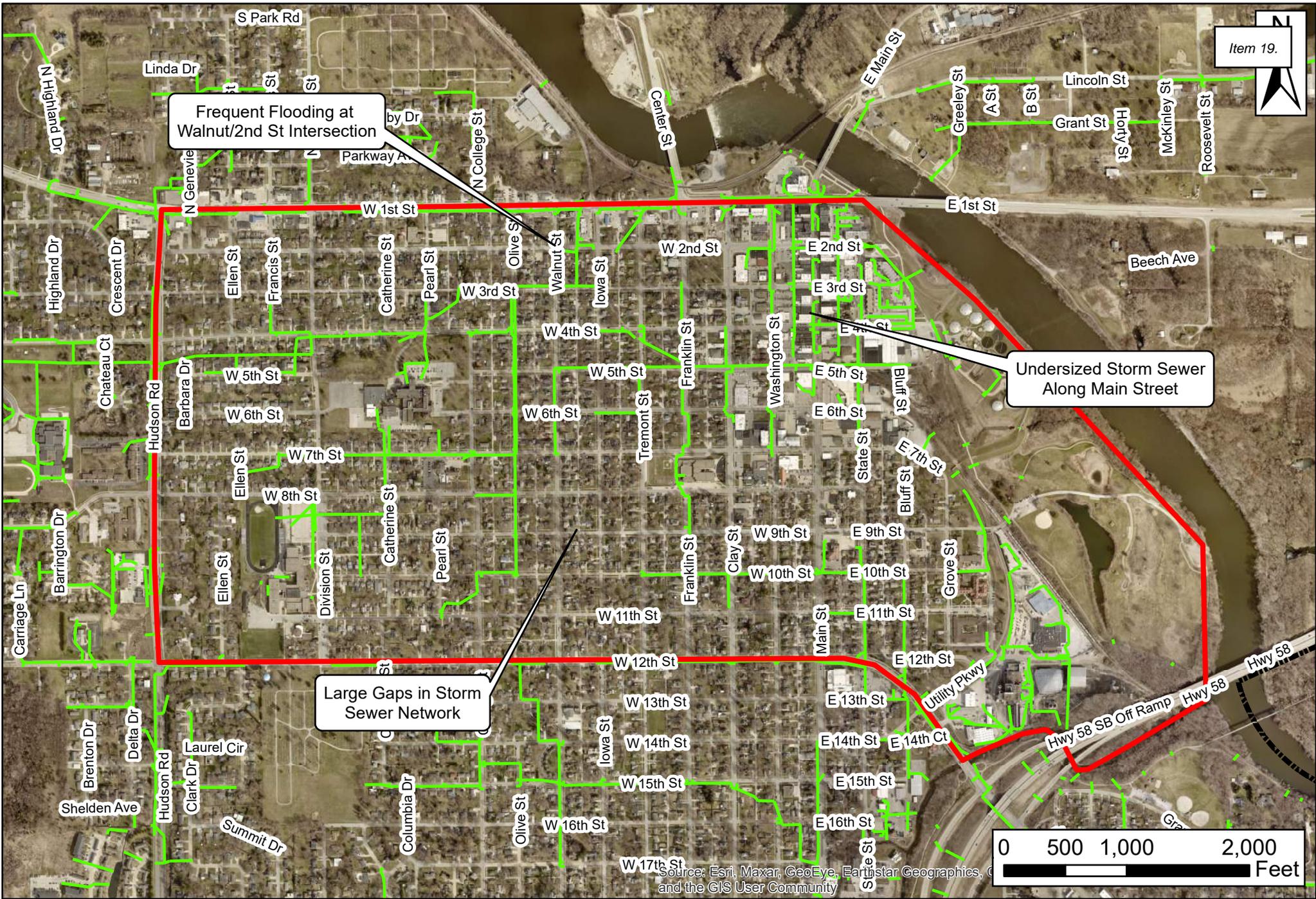


 Cedar Falls City Limits
 Stormwater Study Areas
 UNI

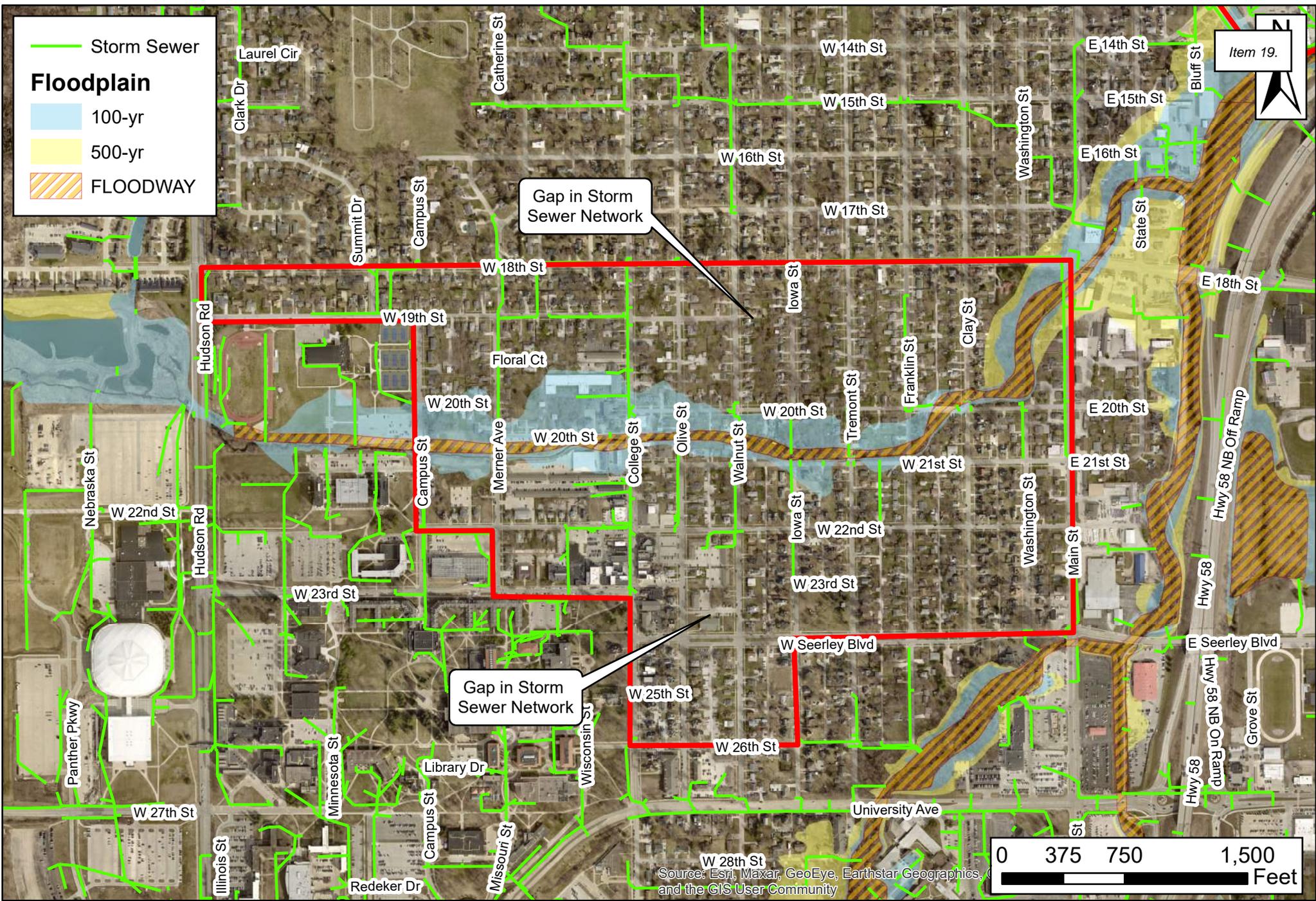


Source: Esri, Maxar, GeoEye, USGS, AeroGRID, IGN, and the GIS User Community

Stormwater Master Planning Areas



Stormwater Master Planning Area 1: Downtown



Stormwater Master Planning Area 2: College Hill



Stormwater Master Planning Area 3: Bergstrom Avenue



Stormwater Master Planning Area 4: Sunnyside Circle

CITY OF CEDAR FALLS, IOWA

GENERAL TERMS AND CONDITIONS

Iowa Department of Homeland Security and Emergency Management (HSEMD)

Fiscal Year 2021 Building Resilient Infrastructure and Communities (BRIC) Project Scoping Project

Project Number: ST-000-3306

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

1.1. Contractor's services shall consist only of the those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

1.3. Contractor shall assign qualified and experienced personnel to perform the Services, and Contractor hereby warrants to the City that Contractor has sufficient experience and financial resources to complete the Services required by this Agreement. Where the Scope of Services identifies particular personnel who shall perform the Services, such personnel shall remain assigned to provide the Services throughout the term of this Agreement, unless otherwise approved in writing by the City. In the event that such particular personnel must be replaced, Contractor agrees to replace such particular personnel with persons of equivalent or better qualifications, as approved by the City.

1.4. Contractor shall perform the Services in a timely manner and in accordance with any schedule set forth in Exhibit "A". The Contractor and the City agree that time is of the essence with respect to Contractor's performance under this Agreement.

1.5. Contractor warrants that its fulfillment of this Agreement will not infringe on or misappropriate the rights of any third party, and that the Contractor has the complete right and full authority to convey ownership of the Services to the City. Contractor shall obtain all required governmental and third-party licenses, approvals and permits for the provision of Services, at Contractor's cost.

1.6. The person signing this Agreement on behalf of the Contractor represents and warrants that the person has full and sufficient authority to execute this Agreement on behalf of the Contractor.

2.0. Compensation

2.1. All bids and prices shall be shown in U.S. Dollars. All prices must remain firm for the duration of this Agreement.

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "B". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "B", unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

2.3. Following acceptance of Services by the City, payment shall be made to the Contractor within thirty (30) days of receipt of a proper invoice. The invoice shall include, at a minimum. The name and address of the Contractor, the invoice number, the date services were performed or goods were shipped, a general description of the services or goods, total amount to be paid, any discounts or credits, and the net amount to be paid. The invoice shall be mailed or emailed to the authorized representative of the City listed below, at the address listed below.

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B".

2.5. If services in addition to the Scope of Services are agreed upon as set forth in Section 1.2, Contractor must provide a separate invoice for such additional services before payment will be made.

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

2.7. Notwithstanding anything to the contrary in this Agreement, the City may withhold payment to Contractor for faulty Services, or if the City is advised of liens or other claims against any Services, including products.

3.0. Taxes.

3.1. The City is exempt from all federal, State of Iowa, and other states' taxes on the purchase of products and services used by the City within the State of Iowa. The City shall provide tax exemption certification as required.

3.2. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

4.0. Ownership and Use of Documents

4.1. All Services to be provided under this Agreement, and any invention, improvement, discovery, or innovation (whether or not patentable) made, conceived or actually reduced to practice by Contractor in the performance of the Scope of Services in this Agreement will be owned exclusively by the City, including all proprietary and intellectual property rights. To the extent not automatically vested in the City, Contractor hereby assigns to the City all right, title and interest in and to the Services, including, without limitation, copyright, patent and trade secret rights. Upon the City's request, Contractor shall execute any additional documents necessary for the City to perfect such ownership rights.

4.2. Notwithstanding Section 4.1, Contractor retains ownership of its pre-existing and proprietary materials and other intellectual property that may be incorporated into the Services.

4.3. Copies of City furnished data that may be relied upon by Contractor are limited to the printed copies (also known as hard copies) that are delivered to the Contractor. Files in electronic media format of text, data, graphics, or of other formats that are furnished by the City to the Contractor are only for the convenience of the Contractor. Any conclusion or information obtained or derived from such electronic files will be at the Contractor's sole risk.

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on March 31, 2024 unless earlier terminated under the terms of this Agreement.

5.2 The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

5.3 Either party may terminate this Agreement upon seven (7) calendar days written notice in the event that the other party fails to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

6.0. Warranties.

6.1 Contractor represents and warrants that Services shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application.

6.2 Contractor represents and warrants that products delivered as part of the Scope of Services, including each component, shall be free of defects and shall conform to the quality standards of the applicable industry and shall meet in all respects the requirements of the Scope of Services. If any defect or sign of deterioration is identified by the City within one year after delivery which is not due to the acts or omissions of the City, Contractor shall, within 15 days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

6.3 Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Services under this Agreement. Contractor shall promptly and without charge, provide all corrective work necessary as a result of Contractor's acts, errors or omissions with respect to the quality and accuracy of Contractor's Services.

6.4 Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors or omissions in performing the Services under this Agreement, and for any losses or costs to repair or remedy any Services undertaken by the City as a result of any such acts, errors or omissions.

6.5 Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either by the City or by the Contractor. None of the provisions of this Agreement shall be construed as a limitation on the City's right to seek recovery of damages it suffers as a result of Contractor's fault or breach.

7.0. Warranties – Intellectual Property.

7.1 Contractor represents and warrants that the Services produced or provided to the City do not infringe upon any copyright, trademark, trade name, trade dress patent, statutory, common law or any other right of any person or entity.

7.2 Contractor represents and warrants that the Services, and the City's use of the same, and the exercise by the City of the rights granted by this Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person or entity.

7.3 Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by this Agreement.

8.0. Disputes.

8.1 Should any dispute arise with respect to this Agreement, the parties agree to act immediately to resolve such dispute. Time is of the essence in the resolution of disputes.

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

8.3. Should any dispute between the parties remain unresolved, the parties mutually agree to engage in mediation prior to the filing of suit by either party. The cost of mediation shall be divided equally between the parties except that each party shall be responsible for that party's own expenses and attorney fees associated with mediation. The City shall not engage in arbitration of any dispute.

9.0. Indemnification and Hold Harmless.

9.1. To the fullest extent permitted by law, Contractor (for purposes of this Section 9.0, includes employees, subcontractors, agents and others working on behalf of Contractor under this Agreement) agrees to defend (for all non-professional claims), indemnify, and hold harmless the City (for purposes of this Section 9.0 includes elected and appointed officials, employees, and agents working on behalf of the City) against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages, which may be asserted, claimed or recovered against or from the City, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damage, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City under this Agreement, to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.2. Contractor's duty of indemnification and to hold harmless includes, but is not limited to, Contractor's breach or alleged breach of the warranties found in Sections 6.0 and 7.0 above, and shall survive the termination of this Agreement. Such duty also includes damage, loss or injury to the City or City property.

9.3. Contractor expressly assumes full responsibility for loss, expense, damages or injuries which may result to the Contractor by reason of or in connection with the work and/or services provided by Contractor under this Agreement to the extent caused by or arising out of the errors, omissions, negligent or intentional acts of the Contractor.

9.4. It is specifically agreed between the parties that this Agreement is not intended to create in the public or any member of the public third party beneficiary status or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage.

10.0. Insurance.

Contractor shall at all times during the performance of this Agreement maintain insurance as set forth in Exhibit "C" unless this insurance requirement is waived by the City in this Section.

The City may at any time during the term of this Agreement require proof of such insurance.

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations and shall make reasonable efforts to ensure that its employees, agents, subcontractors and others working on behalf of the Contractor under this Agreement do the same.

11.2. Contractor is responsible for determining which products are considered to be hazardous chemicals under applicable standards and to provide the most current Safety Data Sheet ("SDS") with the initial shipment of such chemicals. Failure by Contractor to do so may be considered by the City to be delivery of a defective product and its delivery may be refused. It is also the Contractor's responsibility to provide to the City any updated or revised SDS as it becomes available for any such hazardous chemicals sold and delivered to the City.

12.0. Independent Contractor.

Both parties shall act in their individual capacities in the performance of this Agreement and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other for any purpose whatsoever.

13.0. Non-Collusion.

13.1. Neither the Contractor, nor anyone acting on behalf of Contractor, has employed any person to solicit or procure this Agreement, nor will the Contractor make any payment or agreement for payment of any compensation in connection with the solicitation or procurement of this Agreement.

13.2. Contractor agrees that there is no agreement, arrangement or understanding expressed or implied, contemplating any division of compensation for Services provided under this Agreement, or in the participation in such Services, directly or indirectly, by any person or entity, except as provided in this Agreement.

13.3. Neither the Contractor, nor anyone acting on behalf of Contractor, has either directly or indirectly entered into any agreement, arrangement or understanding to collude or otherwise take any action in restraint of free competitive procurement in connection with this Agreement.

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law, except where age or sex is an essential bona fide occupational requirement, or where disability is a bona fide occupational disqualification.

14.2. Contractor shall inform all subcontractors and agents performing under this Agreement of this nondiscrimination and equal opportunity requirement and shall take reasonable steps to ensure their compliance with the same.

15.0. No Conflict of Interest.

Contractor represents, warrants and covenants that no relationship exists or will exist during the term of this Agreement that is a conflict of interest under Iowa law. No employee, officer or agent of the Contractor shall participate in the procurement or performance of this Agreement if a conflict of interest exists as to such person. Should a conflict of interest arise during the term of this Agreement for Contractor or any employee, officer or agent of Contractor, Contractor shall immediately notify the City, in which case this Agreement may be terminated and any excess costs incurred by the City due to such termination shall be paid by Contractor or deducted from any sums yet due to Contractor.

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

16.2. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) calendar days after the occurrence or detection of any such event, to provide notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

16.3. If a remedy to an event of force majeure cannot be agreed upon within a reasonable amount of time, this Agreement may be terminated by either party.

17.0. Assignment.

No rights under this Agreement may be assigned or transferred by Contractor without the prior written consent of the City. The benefits of this Agreement may inure to Contractor's assigns, transferees, or successors in interest if approved by the City in writing in advance, and if such assignee, transferees or successors agree in writing to be bound by the terms of this Agreement.

18.0. Governing Law.

18.1. This Agreement shall be governed, interpreted and enforced in accordance with the laws of the State of Iowa, regardless of choice of law principles.

18.2. Venue for any dispute under this Agreement shall be the District Court in and for Black Hawk County, Iowa.

19.0. Discrepancy.

In the event that there are any discrepancies or differences between any terms or conditions of the Contractor's bid or quote and this Agreement, this Agreement shall prevail, even if the Contractor's bid or quote is incorporated into this Agreement.

20.0 Public Record.

20.1. This Agreement as well as Contractor's bid or quote and all documents submitted with any such bid or quote shall become public documents subject to Iowa Code Chapter 22, the Iowa Open Records Law. By submitting the bid or quote or any document to the City in connection with such bid or quote, the submitting party recognizes this and waives any claim against the City, its elected and appointed officers, and its employees, and agents working on behalf of the City, relating to the release of any bid or document submitted.

20.2. Each submitting party shall hold the City and its elected and appointed officers, and its employees, and agents working on behalf of the City, harmless from any claims arising from the release of any document or information made available to the City related to or arising from the bidding or quoting process.

20.3. Notwithstanding Sections 20.1 and 20.2, protection from disclosure may apply to those elements of any submittal that may be a trade secret, or confidential or proprietary information. Should the submitting party wish to designate submittals as such, they must be clearly and prominently marked. The City shall make no determination as to whether or not such documents are protected from disclosure under Iowa Code Chapter 22. Rather, the City shall endeavor to notify the submitter of any request for such information and the submitter shall be solely responsible for asserting exemption from disclosure by obtaining a court order. As long as the City makes a good faith effort to notify the submitter of a request for such information, the City and the City's elected and appointed officers, the City's employees, and agents working on behalf of the City, shall not be liable for any damages resulting from such disclosure, whether such disclosure is deemed required by law, by an order of court or administrative agency, or occurs through inadvertence, mistake, or negligence.

21.0. Debarment.

21.1. Contractor hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency.

21.2. Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City or with the State of Iowa.

22.0 Confidentiality of Shared Information.

No information shared between Contractor and the City in the performance of this Agreement shall be deemed confidential unless clearly designated as such in writing by the party seeking confidentiality at the time of sharing. If designated as confidential the parties agree to maintain the confidentiality of such information except as necessary for performance under this Agreement, unless or until written authorization for disclosure is given by the designating party, or as required by law, or by an order of a court or administrative agency. In the event of a dispute over the confidentiality of shared information, the parties agree to maintain the confidentiality of the designated information until the issue of confidentiality is resolved. The duty to maintain the confidentiality of such information shall survive the termination of this Agreement.

23.0. Entire Agreement.

23.1. This Agreement, and Exhibits, which are incorporated into this Agreement by this reference, contains the entire agreement and understanding by and between the parties with respect to the subject matter, and no representations, promises, agreements, or understandings, written or verbal, not contained in this Agreement, shall be of any force or effect.

23.2. No change, modification or waiver of this Agreement shall be valid or binding unless the same is in writing and signed by the party against whom such change, modification or waiver is sought to be enforced.

24.0. Additional Terms.

24.1 See Exhibit C – Federal Contract Requirements

25.0 Notices.

Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City:
Name: Luke Andreasen, PE
Title: Principal Engineer
Address: 220 Clay St, Cedar Falls, IA
Telephone: (319) 268-5165
Email: luke.andreasen@cedarfalls.com

Contractor:
Name: Isaiah Corbin
Title: Community Planner II
Address: 229 E Park Ave, Waterloo, IA 50703
Telephone: (319) 235-0311 Ext. 127
Email: icorbin@inrcog.org

In Witness Whereof, the City and the Contractor have caused this Agreement to be executed as of the last date listed below.

CONTRACTOR

INRCOG

By: 
Brian Schoon, AICP

Its: Executive Director

Date: 11/17/2022

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

Date: _____

Exhibit A

**Iowa Department of Homeland Security and Emergency Management (HSEMD)
Fiscal Year 2021 Building Resilient Infrastructure and Communities (BRIC) Project
Scoping Project
City of Cedar Falls
Project Number: ST-000-3306**

SCOPE OF WORK

HSEMD CITY OF CEDAR FALL'S BRIC 2021 PROJECT SCOPING

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete grant administrative services to meet the requirements related to the HSEMD Grant Award for the BRIC Project Scoping Project.

Qualifications

Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall, and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG staff has written and administered HSEMD grants for our member local governments, and we perform all administrative tasks relative to construction, financial reimbursement, and professional service functions associated with the project award. We have completed all HSEMD basic and updated trainings associated with administering their funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, federal reporting, fraud and financial abuse prevention training, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing HSEMD monitoring reviews, conflict mediation, financial management, and closeout processes associated with HSEMD projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- Brian Schoon, Executive Director (bschoon@inrcog.org);
- Isaiah Corbin, Community Planner II (icorbin@inrcog.org);

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Executive Director. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous projects funded by the Iowa Economic Development Authority (IEDA) and Economic Development Administration (EDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning and grant administration services to the City of Cedar Falls, including updating and drafting the Annual Action Plan, Annual CAPER Summary Report, and summary reporting to HUD, as they relate to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Isaiah Corbin became employed with INRCOG in January of 2021 as Community Planner II. Prior to his role, he managed the volunteer program at Mercy Medical Center and managed a grant funded program for first-generation, low-income students at Mount Mercy University. His responsibilities at INRCOG include project administration and a variety of planning functions associated with INRCOG's economic and community development projects, including CDBG and HMGP programs. Corbin has a Bachelors' degree in Political Science from Wartburg College and a Masters' degree in Public Policy from the University of Northern Iowa.

Administrative Task Description

The Iowa Northland Regional Council of Governments shall assist in compliance with the Iowa Department Homeland Security and Emergency Management (HSEMD) and other federal requirements; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

GENERAL ACTIVITIES

A. Program Set-Up

1. Meet with the Cedar Falls staff to review and assure understanding of terms and conditions of grant agreement with HSEMD
2. Set up a model for program schedule, assuring compliance with time limitations of grant contract.
3. Meet with Cedar Falls City staff to explain and coordinate scheduling of grant activities in accordance with HSEMD contract.

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

1. Prepare Program Schedule, as may be required by HSEMD.
2. Assist City in acquiring HSEMD required contract documents.
3. Review bid documents for HSEMD compliance.
4. Review contracts for HSEMD compliance.
5. Submit documents to HSEMD for project and contractor clearance.
6. Conduct on-site interviews and inspections.
7. Monitor subcontractor compliance with HSEMD regulations.
8. Assist contractors in execution of HSEMD required documents and assurances.
9. Promote and document efforts regarding minority participation.
10. Assist in monitoring and clearing change orders, addendum, etc.
11. Assist in close-out and audit.
12. Provide financial management, including tracking and preparation of reimbursement requests
13. Provide other technical assistance, as may be required by this project.

B. Record Keeping

1. Assist in setting up bookkeeping system for grant funds.
2. Assist in setting up filing system for program information maintenance.
3. Regularly monitor records.
4. Assist in preparing reimbursement request, authorizing and disbursements.
5. Assist in meeting with HSEMD officials during site visits.

6. Assist in preparing monthly, quarterly, and annual reports.
7. Ensure that contractor/architect invoices have separated eligible and non-eligible expenses on sub-grantees behalf.
8. Work to ensure completed project meets the FEMA and HSEMD guidelines.
9. Assist in final closeout reports.

The above outline is intended to be specific, but some areas may have more detailed requirements implied, but not listed.

The Iowa Northland Regional Council of Governments will assist the Cedar Falls City Council with these requirements unless special requests are made to the Executive Director or governing body of the grantee.

The Cedar Falls City Council may request assistance from the Iowa Northland Regional Council of Governments that is not specifically designated.

Budget

The INRCOG budget for performing the administrative tasks, identified herein, is consistent with the Memorandum of Understanding approved by the City of Cedar Falls and shall not exceed \$12,970.76.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than March 12th, 2024. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Exhibit B

Iowa Department of Homeland Security and Emergency Management (HSEMD)
Fiscal Year 2021 Building Resilient Infrastructure and Communities (BRIC) Project Scoping
Project
City of Cedar Falls
Project Number: ST-000-3306

10-06-2022

INSURANCE REQUIREMENTS FOR GOODS & SERVICES FOR THE CITY OF CEDAR FALLS

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 3-4 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.
3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
5. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein. See Pages 6-12 of this Exhibit.
 - A. Upon request by the City, Contractor shall provide Certificates of Insurance for all subcontractors and sub-sub-contractors who perform work or services pursuant to the provisions of the Agreement.
 - B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.
7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

8. Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

<i>Required Endorsements - sample endorsements Pages 7-11 of this Exhibit</i>	
Blanket or Scheduled Additional Insured Owners, Lessees or Contractors - Scheduled Person or Organization	CG 20 10 12 19 or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19 or Equivalent
Governmental Immunity (Nonwaiver of Government Immunity - Code of Iowa §670.4)	Equivalent to sample on Page 7 of this Exhibit.
Designated Construction Project(S) General Aggregate Limit (<i>if applicable</i>)	CG 25 03 05 09 or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles, if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	<i>If required</i>

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

If the Agreement's scope of services includes design work or other professional consultation services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the Agreement, and continuing for a period of no less than 2 years from the date of completion of all work completed or services performed under the Agreement.

Each Occurrence	\$1,000,000
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ENDORSEMENTS

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or equivalent. See specimens on Pages 9-10 of this Exhibit.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of the Agreement or arising out of the work performed under the Agreement. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Terms and Conditions for Federal Compliance

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

State of Iowa agencies receive federal funding. As a recipient of federal funds, State of Iowa agencies and their subrecipients must adhere to federal legislation passed by Congress as well as codified regulations implemented through administrative requirements when executing the funding.

Specific to the Code of Federal Regulations (CFR) Title 2 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, specific language must be included in agreement articles, contracts, memorandums of understanding, and letters of agreement. Detailed in 2 CFR Part 200 Appendix II, in addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by a non-Federal entity under the Federal awards must contain provisions covering the following, as applicable.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier, up to the non-Federal award.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”)

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30

FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Procurement of Recovered Materials

In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) Competitively within a timeframe providing for compliance with the contract performance schedule; (2) Meeting contract performance requirements; or (3) At a reasonable price. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Termination

Immediate Termination by the State

The State may terminate this Contract for any of the following reasons effective immediately without advance notice:

- In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- The State determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- The Contractor fails to comply with confidentiality laws or provisions;
- The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

Termination for Cause by the Agency

The Agency may terminate this Contract upon written notice for the breach by Contractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency's notice of breach or any subsequent notice or correspondence delivered by the Agency to Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

- Contractor furnished any statement, representation, warranty or certification in connection with this Contract, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;
- Contractor or any of Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;
- Contractor or any parent or affiliate of Contractor owning a controlling interest in Contractor dissolves;
- Contractor terminates or suspends its business; Contractor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by Contractor related to Contractor's performance under this Contract is suspended, terminated, revoked, or forfeited;
- Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code chapter 8F), or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract;
- The Agency determines or believes the Contractor has engaged in conduct that: (a) has or may expose the Agency or the State to material liability, or (b) has caused or may cause a person's life, health or safety to be jeopardized;
- Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret;
- Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

- Any of the following has been engaged in by or occurred with respect to Contractor or any corporation, shareholder or entity having or owning a controlling interest in Contractor:
 - Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
 - Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
 - Making an assignment for the benefit of creditors;
 - Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Contractor's performance of its obligations under this Contract; or
 - Taking any action to authorize any of the foregoing. The Agency's right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

Termination upon Notice

Following thirty (30) days written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to Contractor. Termination can be for any reason or no reason at all.

Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

- The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
- If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
- If the Agency's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- If the Agency's duties, programs or responsibilities are modified or materially altered; or
- If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract. The Agency shall provide Contractor with written notice of termination pursuant to this section.

Limitation of the State's Payment Obligations

In the event of termination of this Contract for any reason by either party (except for termination by the Agency), the Agency shall pay only those amounts, if any, due and owing to Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 1.6.4, the Agency's obligation to pay Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of invoices and proper proof of Contractor's claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of Contractor's breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:

- The payment of unemployment compensation to Contractor's employees;
- The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- Any costs incurred by Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Contract;
- Any taxes Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

Contractor's Termination Duties

Upon receipt of notice of termination or upon request of the Agency, Contractor shall:

- Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Contract and such other matters as the Agency may require.
- Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to Contractor.
- Cooperate in good faith with the Agency and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.
- Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by Contractor.
- Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied as that time.

Termination for Cause by Contractor

Contractor may only terminate this Contract for the breach by the Agency of any material term, condition or provision of this Contract, if such breach is not cured within sixty (60) days of the Agency's receipt of Contractor's written notice of breach.

ACKNOWLEDGEMENTS AND ASSURANCES

Access to Records

The following access to records requirements apply to this contract: (1) The contractor agrees to provide the State of Iowa, HSEMD, the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the federal awarding agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (4) In compliance with the Disaster Recovery Act of 2018, HSEMD and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal awarding agency or the Comptroller General of the United States.

Awarding Agency Seal, Logo, and Flags

The contractor shall not use the awarding agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific agency preapproval.

Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal awarding policies, procedures, and directives.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE: 7/17/14 Item 19.

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

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

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704	CONTACT NAME: Janet Dufel, CPCU, CIC, CRM, CPIW PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: jdufel@pdc.com	FAX (A/C, No): 319-234-7702	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703	INSURER A: Philadelphia Ins. Companies		
	INSURER B: IMWCA		
	INSURER C: XL Insurance		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1228833549 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2432896	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGED TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2432896	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB821353	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0640	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O/EPL			PHPK2432896 POL0950362	7/1/2022 7/1/2022	7/1/2023 7/1/2023	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

All other terms and conditions of this Policy remain unchanged.

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Luke Andreasen, PE

DATE: November 22, 2022

SUBJECT: Main Street Reconstruction (6th St. to University)
City Project Number: RC-000-3283
Vacancy Agreements

As part of the Main Street Reconstruction Project, it was determined that the rental property at 1203 Main Street needed to be acquired to accommodate the proposed roundabout at the Main Street/12th Street intersection. Part of the negotiations for the property buyout was that the owner would not renew the leases of any of its tenants. It would have cost the City approximately \$40,000 (\$10,000 per tenant) to relocate the four (4) tenants from this apartment.

In lieu of paying to relocate the four (4) tenants, our property acquisition consultant (JCG Land Service, Inc., sub-consultant to Foth Infrastructure & Environment, L.L.C.) has negotiated a Vacancy Agreement with the owner where the City will pay the rent for the vacant rental units until the closing date when the City takes ownership of the property. The Engineering Division of the Public Works department requests your consideration and approval of this Vacancy Agreement.

If you have any questions or comments, feel free to contact me.

xc: Chase Schrage, Director of Public Works
Kevin Rogers, City Attorney
David Wicke, P.E., City Engineer

VACANCY AGREEMENT

County Black Hawk
Project Main Street Reconstruction
Parcel 204

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between
D&V Holdings, LLC, hereinafter designated as the "Owner"
and the
City of Cedar Falls, hereinafter designated as the "Buyer."

The Owner agrees not to lease to any tenant the following described property situated on the above-referenced project, to wit:

1203 Main Street, Apt 1, Cedar Falls, IA 50613

In consideration of the following terms, provisions, and conditions:

1. **TIME PERIOD:** The duration of this Agreement shall be from the _____ 1st day of _____ August _____, 20 22 until the date of possession, by contract or condemnation. It is understood no extensions will be given.
2. **CONSIDERATION:** The Buyer shall pay an amount equal to the rental in the amount of \$ _____ 900 _____ per month for said vacant premises. Said consideration shall be paid every month for said vacant premises, in arrears, during the above-referenced time period. It is understood that any partial month payment shall be paid on a pro-rata basis.
3. **TERMINATION:** This agreement will be terminated without further notice, on the date described in item 1.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Buyer.

OWNER: D&V Holdings, LLC

BUYER: City of Cedar Falls

David Armitage

oct 26/2022
Date
Telephone

Date
Telephone

VACANCY AGREEMENT

County Black Hawk
Project Main Street Reconstruction
Parcel 204

THIS AGREEMENT, entered into this _____ day of _____, 20____ by and between D&V Holdings, LLC, hereinafter designated as the "Owner" and the City of Cedar Falls, hereinafter designated as the "Buyer."

The Owner agrees not to lease to any tenant the following described property situated on the above-referenced project, to wit:

1203 Main Street, Apt 2, Cedar Falls, IA 50613

In consideration of the following terms, provisions, and conditions:

1. **TIME PERIOD:** The duration of this Agreement shall be from the 1st day of June, 20 22 until the date of possession, by contract or condemnation. It is understood no extensions will be given.

2. **CONSIDERATION:** The Buyer shall pay an amount equal to the rental in the amount of \$ 900 per month for said vacant premises. Said consideration shall be paid every month for said vacant premises, in arrears, during the above-referenced time period. It is understood that any partial month payment shall be paid on a pro-rata basis.

3. **TERMINATION:** This agreement will be terminated without further notice, on the date described in item 1.

Nothing in this agreement shall be construed to create a landlord-tenant relationship between the Owner and the Buyer.

OWNER: D&V Holdings, LLC

BUYER: City of Cedar Falls



Oct 26/2022

Date
Telephone

Date
Telephone

D & V Holdings, LLC
 4381 W. 4th Street
 Waterloo, IA 50701
 319-415-3180

BILLING INVOICE

INVOICE DATE	11/01/2022
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INVOICE DUE:	Upon Receipt
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BILL TO:

City of Cedar Falls
PO Box 128
Cedar Falls, IA 50613

REMIT PAYMENT TO:

D & V Holdings, LLC
4381 W. 4 th Street
Waterloo, IA 50701

Purpose	Location/Purpose
Rents	1203 Main Street Apt 1 & 2

Dates	Description	Purpose	
06/01/2022 – 06/30/2022	Apt. 2	June Rent	\$900.00
07/01/2022 – 07/31/2022	Apt. 2	July Rent	\$900.00
08/01/2022 – 08/31/2022	Apt. 1	August Rent	\$900.00
08/01/2022 – 08/31/2022	Apt. 2	August Rent	\$900.00
09/01/2022 – 09/30/2022	Apt. 1	September Rent	\$900.00
09/01/2022 – 09/30/2022	Apt. 2	September Rent	\$900.00
10/01/2022 – 10/31/2022	Apt. 1	October Rent	\$900.00
10/01/2022 – 10/31/2022	Apt. 2	October Rent	\$900.00
ADDITIONAL NOTES			

GRAND TOTAL DUE:	\$7,200.00
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DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Brett Armstrong, Civil Engineer I
DATE: November 23, 2022
SUBJECT: 2021 Patching Project
Project No. RS-000-3275
Project Final Acceptance

The 2021 Patching Project is completed and ready for final acceptance. This project involved the construction of forty-six (46) utility patches on existing City streets. Work shall include roughly 644.32 SY removal and replacement of existing pavement; 118 ton of asphalt patches; 105 LF of concrete curb and gutter; subgrade preparation; and replacement of driveway approaches and pedestrian ramps. This project was under contract with Boulder Contracting, LLC of Gundy Center, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond

The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

<u>Boulder Contracting, LLC Suppliers:</u>	<u>Boulder Contracting, LLC subcontractors:</u> <i>Aspro, Inc.</i> <i>Service Signing Company</i>
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CONTRACTOR'S APPLICATION FOR PAYMENT

No. **5**

Pay Application

2021 STREET PATHCING PROJECT	
Project Number:	RS-000-3275
Contract Completion Date:	06/24/22

Application Period:	06/30/22 to 09/26/22	Application Date:	09/26/22
To (Owner):	City of Cedar Falls	Via (Engineer):	Brett Armstrong
From (Contractor):	Boulder Contracting		Civil Engineer II

Change Order Summary		
Approved Change Orders:		
Number	Additions (a)	Deductions (b)
1	\$ -	\$ -
2	\$ -	\$ -
3	\$ -	\$ -
4	\$ -	\$ -
5	\$ -	\$ -
6	\$ -	\$ -
7	\$ -	\$ -
8	\$ -	\$ -
9	\$ -	\$ -
10	\$ -	\$ -
11	\$ -	\$ -
12	\$ -	\$ -
13	\$ -	\$ -
14	\$ -	\$ -
15	\$ -	\$ -
Totals	\$ -	\$ -

Net Change by Change Orders	
(a) + (b) = (c)	\$ -

Contractor's Certification

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By (Contractor): 
 Date: 10/7/22 Luke Kjormoe

1. ORIGINAL CONTRACT PRICE	\$	161,197.60
2. NET CHANGE BY CHANGE ORDERS (c)	\$	-
3. CURRENT CONTRACT PRICE	\$	161,197.60
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	149,275.47
5. RETAINAGE		
a. 0% x \$ 149,275.47 Work Completed	\$	-
b. 0% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. CUMULATIVE LIQUIDATED DAMAGES CHARGED		
0 Days x Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	149,275.47
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	140,168.31
9. AMOUNT DUE THIS APPLICATION	\$	9,107.16
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	149,275.47
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		93%
Current Contract Price (Line 10 ÷ Line 3)		93%

Payment of: \$ **9,107.16** (Line 9 or Other: Attach Explanation if Other Amount)

Is Respectfully Submitted:  10/7/2022
 Brett Armstrong, Civil Engineer II Date

CONTRACTOR'S APPLICATION FOR PAYMENT													No. 5		Estimate	
2021 STREET PATHCING PROJECT			Application Period: 06/30/22 to 09/26/22				Application Date: 09/26/22									
Project Number: RS-000-3275			To (Owner): City of Cedar Falls				Via (Engineer): Brett Armstrong									
Contract Completion Date: 06/24/22			From (Contractor): Boulder Contracting				Civil Engineer II									
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O		
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed	
Bid Item Number	Description	Unit														
1	REMOVAL OF PAVEMENT	S.Y.	530.40	\$ 30.00	\$ 15,912.00	572.34	-	\$ -	572.34	\$ 17,170.20	\$ -	\$ 17,170.20	108%	\$ (1,258.20)		
2	REMOVAL OF CURB & GUTTER	L.F.	74.50	\$ 12.00	\$ 894.00	74.50	-	\$ -	74.50	\$ 894.00	\$ -	\$ 894.00	100%	\$ -		
3	REMOVAL OF DRIVEWAY	S.Y.	13.20	\$ 25.00	\$ 330.00	13.20	-	\$ -	13.20	\$ 330.00	\$ -	\$ 330.00	100%	\$ -		
4	REMOVAL OF SIDEWALK	S.Y.	18.00	\$ 11.00	\$ 198.00	18.00	-	\$ -	18.00	\$ 198.00	\$ -	\$ 198.00	100%	\$ -		
5	SAW CUTTING FOR REMOVALS	L.F.	1,598.20	\$ 7.00	\$ 11,187.40	1,654.20	-	\$ -	1,654.20	\$ 11,579.40	\$ -	\$ 11,579.40	104%	\$ (392.00)		
6	EXCAVATION, CLASS 10, UNSTABLE MATERIAL	C.Y.	172.50	\$ 30.00	\$ 5,175.00	121.90	27.46	\$ 823.80	149.36	\$ 4,480.80	\$ -	\$ 4,480.80	87%	\$ 694.20		
7	CURB, P.C.C., 7", 2.0' WIDTH, TYPE "C", CLASS III	L.F.	53.10	\$ 50.00	\$ 2,655.00	11.40	30.10	\$ 1,505.00	41.50	\$ 2,075.00	\$ -	\$ 2,075.00	78%	\$ 580.00		
8	CURB, P.C.C., 7", 2.5' WIDTH, TYPE "C", CLASS III	L.F.	33.00	\$ 65.00	\$ 2,145.00	33.00	-	\$ -	33.00	\$ 2,145.00	\$ -	\$ 2,145.00	100%	\$ -		
9	MODIFIED SUBBASE	C.Y.	172.50	\$ 75.00	\$ 12,937.50	121.90	27.46	\$ 2,059.50	149.36	\$ 11,202.00	\$ -	\$ 11,202.00	87%	\$ 1,735.50		
10	TOPSOIL, FURNISH & SPREAD	C.Y.	1.90	\$ 475.00	\$ 902.50	1.90	-	\$ -	1.90	\$ 902.50	\$ -	\$ 902.50	100%	\$ -		
11	HYDRAULIC SEEDING	S.Y.	17.60	\$ 75.00	\$ 1,320.00	17.60	-	\$ -	17.60	\$ 1,320.00	\$ -	\$ 1,320.00	100%	\$ -		
12	DRIVEWAY, P.C.C., 6", CLASS "C"	S.Y.	13.20	\$ 121.00	\$ 1,597.20	19.80	-	\$ -	19.80	\$ 2,395.80	\$ -	\$ 2,395.80	150%	\$ (798.60)		
13	SIDEWALK, P.C.C., 4", CLASS "C"	S.Y.	17.60	\$ 90.00	\$ 1,584.00	17.60	-	\$ -	17.60	\$ 1,584.00	\$ -	\$ 1,584.00	100%	\$ -		
14	PEDESTRIAN RAMPS, DETECTABLE WARNING	S.F.	8.00	\$ 40.00	\$ 320.00	8.00	-	\$ -	8.00	\$ 320.00	\$ -	\$ 320.00	100%	\$ -		
15	UTILITY PATCH, P.C.C., TYPE "C", CLASS III	S.Y.	517.22	\$ 105.00	\$ 54,308.10	427.67	-	\$ -	427.67	\$ 44,905.35	\$ -	\$ 44,905.35	83%	\$ 9,402.75		
16	UTILITY PATCH, HMA(ST) SURF., 1/2", PG58-285	TONS	91.70	\$ 235.00	\$ 21,549.50	85.68	-	\$ -	85.68	\$ 20,134.80	\$ -	\$ 20,134.80	93%	\$ 1,414.70		
17	COMPACTION OF SUBGRADE	S.Y.	530.40	\$ 6.00	\$ 3,182.40	368.38	71.39	\$ 428.34	439.77	\$ 2,638.62	\$ -	\$ 2,638.62	83%	\$ 543.78		
18	TRAFFIC CONTROL	L.S.	1.00	\$ 25,000.00	\$ 25,000.00	1.00	-	\$ -	1.00	\$ 25,000.00	\$ -	\$ 25,000.00	100%	\$ -		
Totals					\$ 161,197.60			\$ 4,816.64		\$ 149,275.47	\$ -	\$ 149,275.47		\$ 11,922.13		

Performance, Payment and Maintenance Bond

SURETY BOND NO. 130884P

KNOW ALL BY THESE PRESENTS:

That we, Boulder Contracting, LLC, as Principal (hereinafter the "Contractor" or "Principal" and Westfield Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Sixty One Thousand One Hundred Ninety Seven & 60/100 Dollars (\$ 161,197.60), 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 _____, 2021, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2021 STREET PATCHING Project
Paving/ Subdrainage
Project RS-000-3275**

To faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That is used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be

fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RS-000-3275

Witness our hands, in triplicate, this _____ day of _____, 2021.

Surety Countersigned By:

Juliana Bartlett
Signature of Agent

Juliana Bartlett
Printed Name of Agent

LMC Insurance & Risk Management
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

Boulder Contracting, LLC
Contractor

By: [Signature]
Signature

OWNER
Title

SURETY:

Westfield Insurance Company
Surety Company

By: [Signature]
Signature Attorney-in-Fact Officer

Joseph I. Schmit, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

LMC Insurance & Risk Management
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
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.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint MARK E. KEAIRNES, JOSEPH I. SCHMIT, JEFFREY R. BAKER, JILL SHAFFER, GREG T. LAMAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, CHRISTOPHER R. SEIBERLING, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of JUNE A.D., 2016 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 07th day of JUNE A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D., 2021 .



Frank A Carrino Secretary Frank A. Carrino, Secretary



Boulder Contracting, LLC

"think bigger, think better, think Boulder!"

Vendor:
Service Signing
PO Box 158
Cedar Falls IA 50613

Project: J579

Invoice#	Invoice Total
579-1	\$3,000.00

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: Cristi Hagelau

Date: Sept. 7, 2022

please use blue ink

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



Boulder Contracting, LLC

"think bigger, think better, think Boulder!"

Vendor:
Aspro
PO Box 2620
Waterloo IA 50704

Project: J579

Invoice#	Invoice Total
579-1	\$20,632.50

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: Charity Johnson

Date: 9-8-2022

please use blue ink

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



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: November 14, 2022

SUBJECT: Hartman Reserve Educational Partnership

The City of Cedar Falls, along with several other communities in the area, partner annually with Hartman Reserve Nature Center to provide public outreach and education programs related to improving water quality and stormwater run-off. These programs help students and visitors to Hartman Reserve understand the importance of improving water quality in urban areas as it helps to protect the environment and preserve our local natural resources for continued public recreational use and enjoyment.

The City of Cedar Falls' annual contribution for 2023-2026 is \$1,685.00, which is paid for out of the Stormwater Fund. This program helps the City meet the Public Education and Outreach requirement of our National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) permit.

Attached is the contracted education proposal between Black Hawk County Conservation Board, BHCCB, and the Cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond and Waterloo for the education partnership with the Black Hawk County Conservation's Hartman Reserve Nature Center. The Engineering Division requests your approval of this contract.

If there are any questions or concerns, please feel free to contact me.

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



BLACK HAWK COUNTY CONSERVATION

1346 West Airline Hwy Waterloo, IA 50703
Phone: (319)433-7275 Fax: (319)433-7276
Email: conservation@blackhawkcounty.iowa.gov
Website: blackhawkcountyparks.com

Item 22.

Contracted Education Proposal: July 1, 2023- June 30, 2026

This proposal is between Black Hawk County Conservation (BHCC) and the cities of Cedar Falls, Elk Run Heights, Evansdale, Hudson, Raymond, and Waterloo. Hartman Reserve Nature Center will organize and conduct stormwater education. Education programs will occur throughout the year including programming for school groups, field trips, summer camps, and the public.

What Conservation can provide for your cities:

- General stormwater education facts sheets or brochures which include information on stormwater impacts on water quality, as well as steps residents can implement to reduce water quality degradation.
- Informational articles will be provided for use in city newsletters 2 times per year. These articles will provide information regarding the impacts of stormwater on water quality and ideas that individual residents can implement.
- Hartman Reserve Nature Center staff will provide a wide range of hands-on water quality and stormwater themed programs to classrooms and individuals that attend programming for school trips, summer camps, public and private programs.
- This program will allow the participating municipalities to remain in compliance with their DNR issued NPDES (National Pollutant Discharge Elimination System) general permit #2 which contains a public education and outreach programming requirement, in a cost-effective manner.
- Conservation staff can provide up to two (2) public programs in your municipalities per fiscal year.

Project Coordination: Conservation will provide program planning, set up, equipment, maintenance, and storage of equipment along with billing and registration. Reports will be submitted to each individual city at the end of each fiscal year.

Staff: Conservation has two full time naturalist who plan organize and implement education programs for children and adults. These staff will lead the watershed education initiative.

Budget: The incorporation of water quality lessons into existing programs, city specific programs, and this cost share match from each participating municipality. Overall program budget is \$5,600.00



BLACK HAWK COUNTY CONSERVATION

1346 West Airline Hwy Waterloo, IA 50703
 Phone: (319)433-7275 Fax: (319)433-7276
 Email: conservation@blackhawkcounty.iowa.gov
 Website: blackhawkcountyparks.com

City	Population	Min. Contribution	% Of total	Cost share by population	Cost share including min. contribution
Cedar Falls	40,713	\$250	35%	\$1,435	\$1,685
Elk Run Heights	1,069	\$250	1%	\$41	\$291
Evansdale	4,561	\$250	4%	\$164	\$414
Hudson	2,546	\$250	2%	\$82	\$332
Raymond	759	\$250	1%	\$41	\$291
Waterloo	67,067	\$250	57%	\$2,337	\$2,587
Total	116,715	\$1,500	100%	\$4,100	\$5,600.00

Deliverables: Conservation will provide programming that will meet with required education component of the Iowa DNR MS-4 Stormwater mandate. In FY 2021 1,323 individuals received this instruction and FY 2022 1,723 individuals received this instruction. Conservation will track the number and provide the report at the end of the year or as requested.

Invoice: Conservation will invoice the cities at the beginning of each fiscal year, and it will be payable in 60 days.

Signature Page: Attached please find the signature page.



BLACK HAWK COUNTY CONSERVATION

1346 West Airline Hwy Waterloo, IA 50703
Phone: (319)433-7275 Fax: (319)433-7276
Email: conservation@blackhawkcounty.iowa.gov
Website: blackhawkcountyparks.com

Item 22.

Signature Page: Contracted Storm Water Education Proposal July 1, 2023- June 30, 2026

Amy Davison, Nature Center Manager, Black Hawk County Conservation

Rob Green, Mayor City of Cedar Falls,

Lisa Smock, Mayor of Elk Run Heights

Deanne Kobliska, Mayor, City of Evansdale

George Wessel, Mayor, City of Hudson

Gary Vick , Mayor, City of Raymond

Quentin Hart, Mayor, City of Waterloo

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: December 5, 2022

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
Tooth Trio, LLC, 9219 University Avenue, Cedar Falls, IA

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for City Council review.

The Engineering Division of the Public Works Department was notified of a discrepancy of the legal description in the original Maintenance and Repair Agreement for the stormwater facility at 9219 University Avenue, Cedar Falls, IA. The two agreements attached will terminate the existing Maintenance and Repair Agreement and establish a new Maintenance and Repair Agreement with the corrected legal description.

The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

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

AMENDED AND SUBSTITUTED STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Amended and Substituted Storm Water Maintenance and Repair Agreement is made and entered into by and between Tooth Trio, LLC, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 22 day of November, 2022.

WHEREAS, "Cedar Brook Dental Group" and the City entered into that certain Storm Water Maintenance and Repair Agreement dated October 9, 2018, and filed with the office of the Black Hawk County Recorder on November 16, 2018, as Document # 2019-7877 (hereinafter the "Prior Agreement"); and

WHEREAS, Owner is the successor in interest to the property intended to be subject to the Prior Agreement; and

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-339 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the Prior Agreement incorrectly identified the owner of the Benefited Property and also included an incorrect legal description of the Benefited Property which the Owner and the City now wish to correct; and

WHEREAS, the Owner and the City wish to terminate the Prior Agreement by filing, contemporaneously with this Amended and Substituted Agreement, a Termination of Storm Water Maintenance and Repair Agreement in substantially the same form as attached hereto as Exhibit F; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner has constructed at Owner's cost storm water management facilities in compliance with Section 24-339 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities have been constructed as depicted in Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City in advance.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Property, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2022 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Item 23.

That part of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 23, thence North 89°37'15" West, 445.75 feet, along the North line of said Southwest Quarter to an angle point on the Southeasterly right of way line of University Avenue, formerly Iowa Primary Road No. 57; thence South 57°28'59" West, 805.11 feet, along said Southeasterly right of way line to the point of beginning, said line being parallel with and 75 feet distant from the centerline of University Avenue; thence South 30°52'42" East, 358.74 feet, to the Northwesterly line of the Subdivision of Lot 16, Brookside Park; thence South 53°50'55" West, 131.00 feet, along said Northwesterly line to a point which is 67.05 feet Northeasterly of the Westerly corner of Lot 10 in said Subdivision; thence North 30°57'18" West, 367.02 feet, to the Southeasterly right of way line of University Avenue; thence North 57°28'59" East, 131.00 feet, along said right of way line to the point of beginning. The North line of said Southwest Quarter is assumed to bear North 89°37'15" West in this description.

Except Parcel "B" of Plat of Survey 315 Misc 561, being described as the Southwesterly 75 feet of the foregoing parcel.

AND

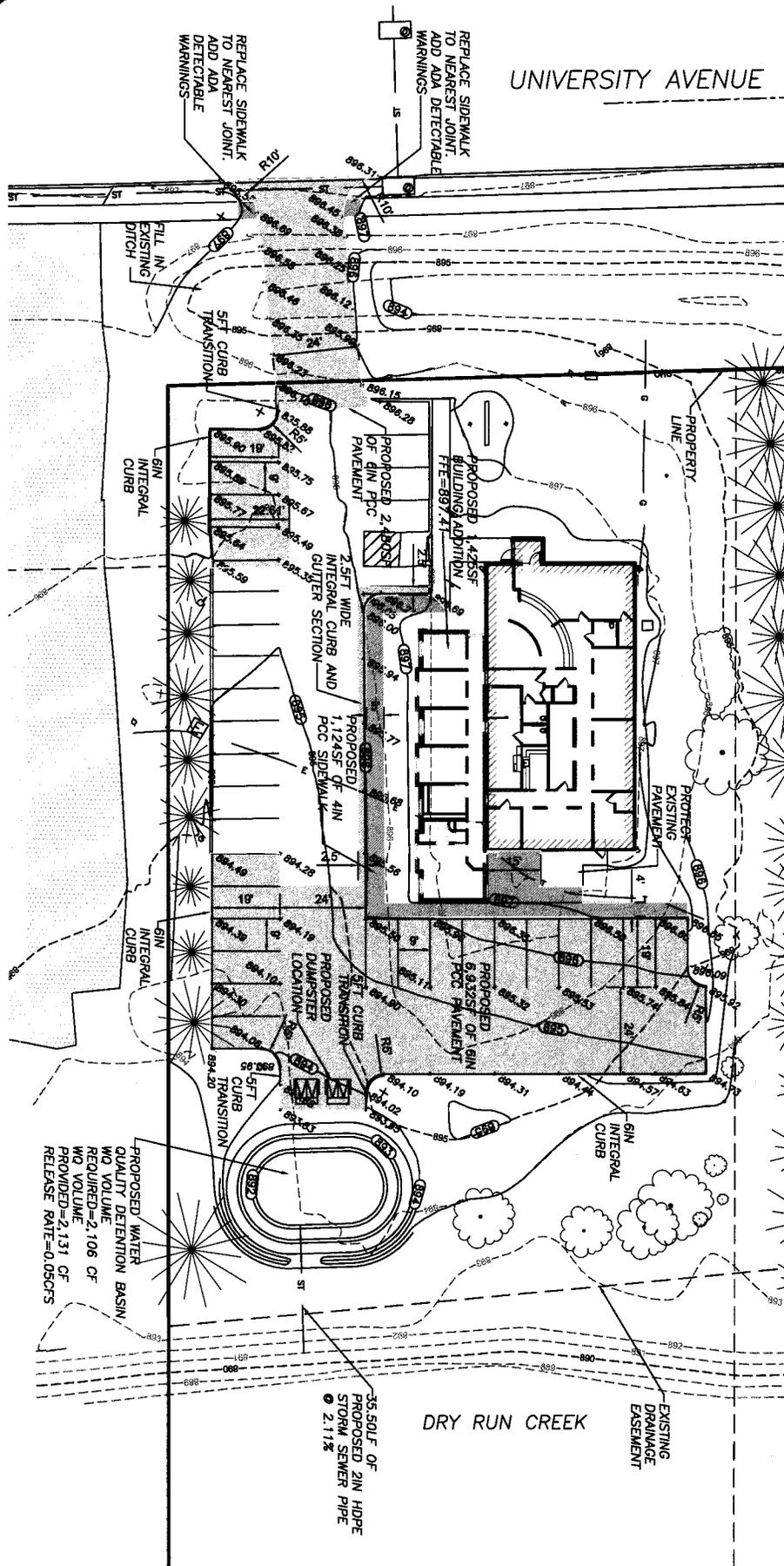
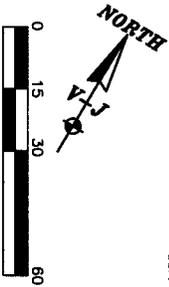
Parcel "D" of Plat of Survey 317 Misc 481, being that part of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 23; thence North 89° 37' 15" West, 445.75 feet, along the North line of said Southwest Quarter to an angle point on the Southeasterly right of way line of University Avenue, formerly Iowa Primary Road No. 57; thence South 57° 28' 59" West, 805.11 feet, along said Southeasterly right of way line to the point of beginning, said line being parallel with and 75 feet distant from the centerline of University Avenue; thence South 30° 52' 42" East, 358.74 feet, to the Northwesterly line of the Subdivision of Lot 16, Brookside Park; thence North 53° 50' 55" East, 123.00 feet, along said Northwesterly line; thence North 30° 48' 06" West, 350.95 feet, to the Southeasterly right of way line of University Avenue; thence South 57° 28' 59" West, 123.00 feet, along said right of way line to the point of beginning.

The North line of said Southwest Quarter is assumed to bear North 89° 37' 15" West.

Exhibit B

Item 23.



188070

HENNESSEY DENTISTRY
BUILDING & PARKING ADDITION
GRADING PLAN



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

scale	1:30
drawn by	JLK
date	8/28/2018

page #	1
revisions	
date	

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage have occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2022 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

**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, Principal Engineer, PE, PhD

DATE: November 11, 2022

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
CUCCC, 5109 Nordic Dr, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for CUCCC, 5109 Nordic Dr, Cedar Falls, IA and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Paul Arch, P.E., VJ Engineering. 1501 Technology Pkwy. Cedar Falls, IA 50613.

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Community United Childcare Centers, (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the _____ day of _____, 20____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns. Notwithstanding the foregoing, should the City acquire any part of the Benefitted Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Signature): Jay Mattson
Printed Name: JAY MATTESON
Title: EXECUTIVE DIRECTOR

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 11th day of November, 2022 by Jay Mattson as Executive Director of Community (Printed Name) (Title)

United Child Care Centers.

Melanie M. Fisher
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsens, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2022 by Robert M. Green, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Legal Description

LOT 12 AND LOT 13, CEDAR FALLS INDUSTRIAL PARK PHASE VII, CITY OF CEDAR
FALLS, BLACK HAWK COUNTY, IOWA.

Exhibit B

Stormwater Management Facilities

**(INSERT PLAN SHEET/SHEETS
DEPICTING THE SITE'S STORMWATER
INFRASTRUCTURE/OUTLET DETAILS)**

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<i>The main detention area</i>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<i>The embankment</i>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<i>The outlet device</i>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<i>Washed stone in front of orifice outlet</i>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<i>The receiving water</i>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: Community United Child Care Center Building Expansion – Nordic Dr
PROJECT LOCATION: 5109 Nordic Drive. Cedar Falls IA 50613
OWNER/LEGAL ENTITY: Community United Child Care Centers
TELEPHONE: 319-277-7303
E-MAIL: admined@cuccc.org
INITIAL DATE OF OPERATION: 2022.08.01

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Ben Claypool, Principal Engineer, PE, PhD

DATE: November 11, 2022

SUBJECT: Maintenance and Repair Agreement
Post-Construction Stormwater Management Plan
D&D Midwest Investments, 5630 Westminster Dr, Cedar Falls, IA 50613

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for D&D Midwest Investments, 5630 Westminster Dr, Cedar Falls, IA and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: Dan Arends, P.E., VJ Engineering. 1501 Technology Pkwy. Cedar Falls IA 50613

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between D&D Midwest Investments LLC (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 20 ____.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").
2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By (Signature): David Weidenbacher
Printed Name: David Weidenbacher
Title: Property Owner

STATE OF Iowa)
) SS
COUNTY OF Black Hawk)

This instrument was acknowledged before me on the 10th day of November, 2022 by David Weidenbacher as Owner of D&D
(Printed Name) (Title)

Midwest Investments LLC.

Melanie M Fisher
Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

STATE OF _____)
) SS
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2022 by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for the State of Iowa

Exhibit A

Legal Description

Lot No. 34 in Cedar Falls Industrial Park Phase VII City of Cedar Falls, IA

Exhibit B

Stormwater Management Facilities

See Sheets Below

228067

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

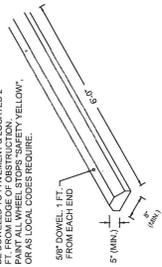


CIVIL SITE DETAILS
5630 WESTMINSTER DRIVE BUILDING EXPANSION
LOT 34 CEDAR FALLS INDUSTRIAL PARK PHASE VII
5630 WESTMINSTER DRIVE, CEDAR FALLS, IOWA

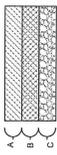
5	0'	6"
Scale		
Drawn		
S.J.C.		
Reviewed		
DWA		
Date	22.06.26	
Revisions		

Item 25.

- NOTES:
1. PRECAST CONCRETE WHEEL STOPS SHALL BE 1 FT. HIGH AND 6 IN. WIDE. THE 2 FT. FROM EDGE OF OBSTRUCTION SHALL BE PAVED. WHEEL STOPS SHALL BE PAINTED 7 INCHES FROM EDGE OF OBSTRUCTION. WHEEL STOPS SHALL BE PAINTED "SAFETY YELLOW".
 2. GRASS LOCAL CREEPS REQUIRED.

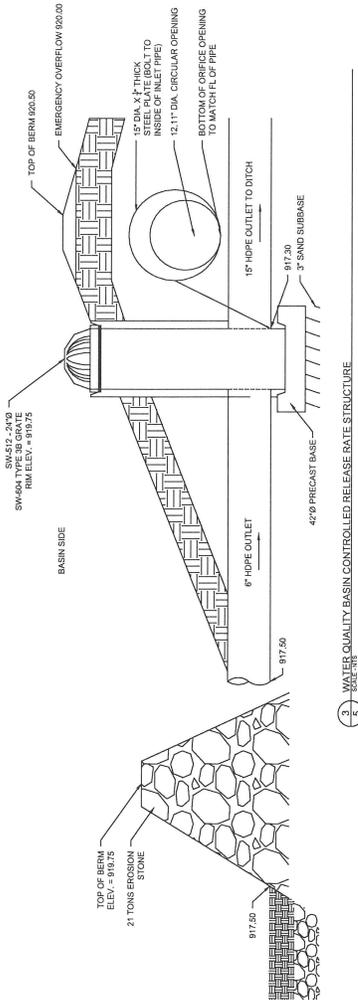


- KEY
- A - 4\"/>
 - B - 6\"/>
 - C - 8\"/>



1 PCC PAVEMENT SECTION

2 CONCRETE WHEEL STOP



3 WATER QUALITY BASIN CONTROLLED RELEASE RATE STRUCTURE

Exhibit C

Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<i>BMP element:</i>	<i>Potential problem:</i>	<i>How I will remediate the problem:</i>
<i>The entire BMP</i>	Trash/debris is present.	Remove the trash/debris.
<i>The perimeter of the detention basin</i>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<i>The inlet device: pipe or swale</i>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<i>The forebay</i>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
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Exhibit D

MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form
To be kept on site

PROJECT NAME: _____

PROJECT LOCATION: _____

OWNER/LEGAL ENTITY: _____

TELEPHONE: _____

E-MAIL: _____

INITIAL DATE OF OPERATION: _____

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



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, Principal Engineer, PE, PhD

DATE: November 23, 2022

SUBJECT: West Viking Road Industrial Park Phase V
 Public Hearing on CFU Easement

The City of Cedar Falls is planning to reconstruct West Viking Road along the north side of the West Viking Road Industrial Park Phase V from Union Road to Production Drive. Part of this design includes the filling of the southern ditch to modify this road from its current rural cross section to an updated urban cross section. As a result, the existing Cedar Falls Utilities overhead electrical transmission lines will be impacted. In good effort to remain proactive, Cedar Falls Utilities is requesting a non-exclusive 10-foot-wide easement along the north edge of the West Viking Road Industrial Park to bury the electric utility. This would prevent any electrical conflicts during the reconstruction and ditch filling of the proposed roadway.

An Easement agreement has been prepared by Cedar Falls Utilities to convey the northerly 10 feet of the West Viking Road Industrial Park Phase V for the purpose of protecting their buried electrical utility. The non-inclusive nature of this agreement still allows the City of Cedar Falls the unrestricted ability to construction public infrastructure in this area.

Iowa law requires that the City Council hold a public hearing to authorize this Easement Agreement. The public hearing offers an opportunity for the public, and any other involved parties, to comment on the Easement.

We recommend setting Monday, December 19, 2022 at 7:00 p.m. as the date and time for the public hearing on this project.

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

Prepared by and return to:
Garrett Ramthun, Cedar Falls Utilities, P.O. Box 769, Cedar Falls, IA 50613-0769, 1-319-268-5375

EASEMENT

FILE NO.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter "Grantor", for good and valuable consideration to Grantor, receipt of which is hereby acknowledged, does hereby grant unto the City of Cedar Falls, for the use and benefit of The Municipal Electric and Communications Utilities of the City of Cedar Falls, Black Hawk County, Iowa, hereinafter called "Cedar Falls Utilities", its successors and assigns, and to any other established entity which regularly furnishes communication, data or media services which are delivered or available on a city wide basis, a perpetual non-exclusive easement with the right, privilege and authority to construct, reconstruct, operate, maintain and remove an electric or communication line or lines, wires, transformers and other fixtures, over, across, upon and under the following described real estate owned by the Grantor and located in the County of Black Hawk, State of Iowa, to-wit:

Easement Description

The North Ten (10) feet of Outlot "Y", Tract "A" and Outlot "Z", West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa.

Parcels: 891434127001 & 891434101011

Together with the right to Cedar Falls Utilities, its successors and assigns, of ingress and egress to, from and over said real estate for doing anything necessary or useful for the enjoyment of the rights herein granted; also, except for public infrastructure installed by or for Grantor, the privilege of removing at anytime any structure or obstruction which may interfere with the proper maintenance and operation of utilities located thereon; together with all rights and privileges required for the full enjoyment of the rights herein granted. Any conflict with public infrastructure installed at any time by or for Grantor shall be resolved at Cedar Falls Utilities' cost.

Dated this _____ day of _____, A.D. 2022.

GRANTOR
CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF BLACK HAWK } ss

This instrument was acknowledged before me on _____, 2022, by Robert M. Green, as Mayor, and Jacqueline Danielsen, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public – State of Iowa



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: November 28, 2022
SUBJECT: Adoption of the Southwest Cedar Falls Urban Renewal Plan

The proposed Urban Renewal Plan for the Southwest Cedar Falls Urban Renewal Area has been developed to help promote economic development in this portion of Cedar Falls. The Southwest Cedar Falls Urban Renewal Area is being formed from property that the City will soon be acquiring for future industrial development. The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded industrial development in the Urban Renewal Area.

With the above information noted, a copy of the proposed Southwest Cedar Falls Urban Renewal Plan (Exhibit 1 to the Resolution) is attached for your review. This Plan and related documents were drafted by City staff in coordination with the Ahlers Law Office in Des Moines.

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that **may** occur within the Southwest Cedar Falls Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments (hopefully for the next 12-18 months) that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Southwest Cedar Falls Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. Staff recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:

1. Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Southwest Cedar Falls Urban Renewal Plan for a proposed Urban Renewal Area in the City of Cedar Falls, State of Iowa.

The Consultation Session (required by law) with the local taxing entities will be scheduled for December 13, 2022 while the date of Public Hearing will be set for January 3, 2023.

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

Xc: Ron Gaines, P.E., City Administrator
Nathan Overberg, Ahlers Law Office

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

December 5, 2022

7:00 P.M.

Southwest Cedar Falls Urban Renewal Plan

- Resolution determining the necessity and setting dates of a consultation and a public hearing on a proposed Southwest Cedar Falls Urban Renewal Plan for a proposed Urban Renewal Area in the City of Cedar Falls, State of Iowa.

IMPORTANT INFORMATION

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

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

December 5, 2022

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED SOUTHWEST CEDAR FALLS URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CEDAR FALLS, STATE OF IOWA", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION DETERMINING THE NECESSITY AND SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED SOUTHWEST CEDAR FALLS URBAN RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL AREA IN THE CITY OF CEDAR FALLS, STATE OF IOWA

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed Southwest Cedar Falls Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Southwest Cedar Falls Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Southwest Cedar Falls Urban Renewal Area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and written permission of the current owners will be obtained; and

WHEREAS, the land proposed to be added to the Area contains property within Black Hawk County, Iowa that is outside, but within two miles, of the corporate limits of the City, and Black Hawk County will execute a Joint Agreement to allow the City to operate within the Area outside the corporate limits of the City and within Black Hawk County; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole prior to Council approval of such Plan, and further provides that the Planning and Zoning Commission shall submit its written recommendations thereon to this Council within thirty (30) days of its receipt of such proposed Urban Renewal Plan; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Urban Renewal Plan and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Urban Renewal Plan subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Plan and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Urban Renewal Plan required by Section 403.5(2), Code of Iowa, as amended, shall be held on December 13, 2022, in Conference Room #2, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Economic Development Coordinator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Urban Renewal Plan, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED SOUTHWEST CEDAR FALLS URBAN RENEWAL PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 11:00 A.M. on December 13, 2022, in Conference Room #2, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Southwest Cedar Falls Urban Renewal Plan for the Southwest Cedar Falls Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the proposed Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the proposed Urban Renewal Area, and the duration of any bond issuance included in the Plan.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Coordinator, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Southwest Cedar Falls Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this _____ day of _____, 2022.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Urban Renewal Plan before the City Council at its meeting which commences at 7:00 P.M. on January 3, 2023, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED SOUTHWEST CEDAR FALLS URBAN
RENEWAL PLAN FOR A PROPOSED URBAN RENEWAL
AREA IN THE CITY OF CEDAR FALLS, STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on January 3, 2023 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Southwest Cedar Falls Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in the City of Cedar Falls, State of Iowa.

The Southwest Cedar Falls Urban Renewal Area is proposed to contain the land legally described as follows:

Olander, Graham & Ladage Property:

The South one-half (S ½) of the Southwest Quarter (SW ¼) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the South one-half (S ½) of the Southeast Quarter (SE ¼) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

West Ridgeway Ave ROW (North side):

The North fifty (50) feet of the East two thousand-six-hundred and eighty feet (2,680) of the West two thousand-eight-hundred and twenty-five feet (2,825) of Section four (4), Township eighty-eight (88) North, Range fourteen (14) West.

A copy of the Plan is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction

and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Plan initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this _____ day of _____, 2022.

City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed Urban Renewal Plan, attached hereto as Exhibit 1, for the proposed Urban Renewal Area described therein is hereby officially declared to be the proposed Urban Renewal Plan referred to in the notices for purposes of such consultation and hearing and that a copy of the Plan shall be placed on file in the office of the City Clerk.

Section 6. That the proposed Urban Renewal Plan be submitted to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for the development of the City as a whole, with such recommendation to be submitted in writing to this Council within thirty (30) days of the date hereof.

PASSED AND APPROVED this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

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

Exhibit 1

SOUTHWEST CEDAR FALLS URBAN RENEWAL PLAN

for the

SOUTHWEST CEDAR FALLS URBAN RENEWAL AREA

CITY OF CEDAR FALLS, IOWA

Southwest Cedar Falls Urban Renewal Plan - 2023

SOUTHWEST CEDAR FALLS URBAN RENEWAL PLAN

CITY OF CEDAR FALLS, IOWA

INTRODUCTION AND BACKGROUND

This Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the Southwest Cedar Falls Urban Renewal Area (the “Area” or “Urban Renewal Area”) has been developed to help promote economic development in the City of Cedar Falls (the “City”). The primary goal of this Plan is to stimulate, through public involvement and commitment, private investment in new and expanded commercial and industrial development in the Urban Renewal Area.

In order to achieve this Plan’s objectives, the City intends to undertake urban renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A, *Code of Iowa*, as amended.

DESCRIPTION OF THE URBAN RENEWAL AREA

The Southwest Cedar Falls Urban Renewal Area is illustrated in Exhibit A and described in Exhibit B.

The City reserves the right to modify the boundaries of the Area by amendments to this Plan.

AGREEMENT TO INCLUDE AGRICULTURAL LAND

Some of the property being included in the Urban Renewal Area is defined as “agricultural land” by Iowa Code Section 403.17(3). In accordance with Iowa Code Section 403.17(10), the owners of such property have entered into agreement(s) agreeing to allow the City to include their real property defined as “agricultural land” in the Urban Renewal Area. A copy of the signed agreement of each agricultural land owner within the Urban Renewal Area is attached as Exhibit “C”. The original signed agreements will be on file at City Hall.

JOINT CITY/COUNTY AGREEMENT

In accordance with Iowa Code Section 403.17(4), a City may exercise urban renewal powers with respect to property which is located outside but within two miles of the boundary of a City if the City obtains the consent of the County within which such property is located. A Joint Agreement has been executed by the City of Cedar Falls and Black Hawk County, which gives the City permission to include land that is outside the city limits in the Area. A copy of such Joint Agreement is attached hereto as Exhibit “D”. The original signed Joint Agreement is on file at City Hall.

AREA DESIGNATION

With the adoption of this Plan, the City of Cedar Falls designates this Urban Renewal Area as an economic development area that is appropriate for the promotion of industrial and/or commercial economic development.

BASE VALUE

If the Southwest Cedar Falls Urban Renewal Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified all prior to December 1, 2023, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2022, will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” will be the assessed value of the taxable property within the TIF Ordinance area as of January 1 of the calendar year preceding the calendar year in which the City first certifies the amount of any debt on the Area. It is possible that separate TIF ordinances for separate parcel(s) may be adopted as development in the Area warrants. In that case, each separate TIF ordinance area may have a separate base and separate sunset or expiration date.

DEVELOPMENT PLAN

The City of Cedar Falls has a general plan for the physical development of the City, as a whole, designated as the “Cedar Falls Comprehensive Plan” adopted in May 2012. This Urban Renewal Plan is in conformity with the Cedar Falls Comprehensive Plan. The urban renewal projects included in this Plan also are consistent with the Cedar Falls Comprehensive Plan.

The Plan does not modify the City’s existing zoning policies or designations.

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

PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites to promote economic development, including new and expanded industrial and commercial development. More specific objectives for development within this Urban Renewal Area include:

1. To stimulate through public action and commitment, private investment in new commercial and industrial development.

2. To plan for and provide sufficient land for commercial or industrial development in a manner that is efficient from the standpoint of providing municipal services and that encourages the creation and retention of jobs.
3. To provide for the installation of public infrastructure, including gas, water, and communications infrastructure, and public facilities in the Urban Renewal Area, which ultimately contribute to the sound development of the entire City.
4. To provide a more marketable and attractive investment climate through the use of various governmental incentives.
5. To achieve a diversified, well-balanced economy providing a desirable standard of living, creating job opportunities, and strengthening the tax base.
6. To develop a sound economic base that will serve as the foundation for future growth and development.
7. To provide reimbursement of City personnel costs and other administrative and legal fees associated with the development and implementation of urban renewal projects within the Urban Renewal Area.

TYPE OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage the development of the Urban Renewal Area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, *Code of Iowa*. Activities may include:

1. To undertake and carry out urban renewal projects through the execution of leases, contracts, and other instruments.
2. To make or have made surveys, studies, and plans necessary for the implementation of the Urban Renewal Program or specific urban renewal projects.
3. To arrange for or cause to be provided the construction, relocation, or repair of public infrastructure, including but not limited to, streets, water, storm sewer, sanitary sewer, public utilities, sidewalks, street lights and signs, streetscaping and landscaping, or other related facilities and activities in connection with urban renewal projects.
4. To acquire property through a variety of means (purchase, lease, option, contract, etc.) and to hold, clear, or prepare the property for redevelopment, or to dispose of property.

5. To provide for the construction of specific site improvements such as grading and site preparation activities including site/soil reports and studies, access roads and parking, fencing, utility connections, and related activities.
6. To make loans, forgivable loans, tax rebate payments, or other types of economic development grants or incentives to private persons or businesses for economic development purposes on such terms as may be determined by the City Council.
7. To use tax increment financing to facilitate urban renewal projects, including, but not limited to, financing to achieve a more marketable and competitive land offering price and to provide for necessary physical improvements and infrastructure.
8. To borrow money and to provide security therefor.
9. To provide contributions and/or incentives for appropriate redevelopment and development projects.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of Cedar Falls and the State of Iowa.

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

ELIGIBLE URBAN RENEWAL PROJECTS

1. Development Agreements

The City expects to consider requests for development agreements for projects that are consistent with this Plan, in the City's sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such development agreements are estimated not to exceed \$5,000,000.

2. Land Acquisitions

The City expects to consider acquiring land in the Urban Renewal Area to accommodate future economic development and facilitate the provision of public services in an efficient manner that allows the City to provide these services to new and expanded businesses in the Urban Renewal Area. These acquisitions are expected to occur over the life of the

Area as development occurs. The costs of such land acquisitions are estimated not to exceed \$5,000,000.

3. Extensions of Utilities by Cedar Falls Utilities

The City expects to enter into agreements with Cedar Falls Utilities providing for the extension of services by Cedar Falls Utilities in the Urban Renewal Area, to ensure the installation and/or relocation of utility infrastructure as necessary to accommodate and promote economic development and growth in the Urban Renewal Area. The agreement(s) will likely provide for the provision of infrastructure for the following utilities: gas, water, communication, and electric. The extension of utility services will take place over the life of the Area as development occurs. The cost of these agreements to be reimbursed through tax increment financing is estimated not to exceed \$5,000,000.

4. Capital Improvement Projects/Public Infrastructure Projects

Project	Estimated Project Date	Not to Exceed	Rationale
Land preparation for industrial/commercial development within the Urban Renewal Area, including design, construction and related project expenses.	2023-2043	\$5,000,000	Economic Development-promotion of commercial/industrial
Sanitary sewer and storm sewer installation within the Urban Renewal Area, including design, construction and related project expenses.	2023-2043	\$5,000,000	Economic Development-promotion of commercial/industrial
Construction of new roadways within the Urban Renewal Area, including design, construction and related project expenses.	2023-2043	\$5,000,000	Economic Development-promotion of commercial/industrial
	TOTAL:	\$15,000,000	

5. Fees, Costs, and Expenses (for urban renewal projects and planning)

Project	Estimated Project Date	Not to Exceed
----------------	-------------------------------	----------------------

Legal Fees:		
Legal, consulting, recording, publication, and other miscellaneous fees associated with land acquisition and economic development projects occurring within the Urban Renewal Area.	2023-2043	\$500,000
Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning:		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	2023-2043	\$500,000
Engineering, Planning, and Study Costs:		
Engineering, design and inspection costs incurred for future roadway and infrastructure projects within the Urban Renewal Area.	2023-2043	\$1,000,000
Planning, design, studies and associated costs for the development of land within the Urban Renewal Area.	2023-2043	\$500,000
Traffic planning and studies tied to any roadway improvement projects.	2023-2043	\$200,000

FINANCIAL DATA

Constitutional debt limit	\$174,549,626
Current general obligation debt:	\$11,850,000
Proposed amount of indebtedness to be incurred:	\$32,700,000
(This amount does not include financing costs, which will be incurred over the life of the Area.)	

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

A specific amount of actual debt to be incurred for the Eligible Urban Renewal Projects has not yet been determined. This document is for planning purposes only. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the

City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately \$32,700,000.

URBAN RENEWAL FINANCING

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

A. Tax Increment Financing.

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

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

B. General Obligation Bonds.

Under Division III of Chapter 384 and Chapter 403 of the *Code of Iowa*, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the

Area and for other urban renewal projects or incentives for development consistent with this Plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City of Cedar Falls. It may be, the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

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

PROPERTY ACQUISITION/DISPOSITION

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

RELOCATION

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

STATE AND LOCAL REQUIREMENTS

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

SEVERABILITY

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

URBAN RENEWAL PLAN AMENDMENTS

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

EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Cedar Falls City Council and will remain in effect until it is repealed by City Council.

With respect to the property included within the Southwest Cedar Falls Urban Renewal Area, which is also included in an ordinance which designates that property as a tax increment area, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, is limited to twenty (20) years beginning with the first calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF ordinance of the Southwest Cedar Falls Urban Renewal Area. The division of revenues shall continue on the Urban Renewal Area for the maximum period allowed by law.

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

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

EXHIBIT A MAP OF THE SOUTHWEST CEDAR FALLS URBAN RENEWAL AREA

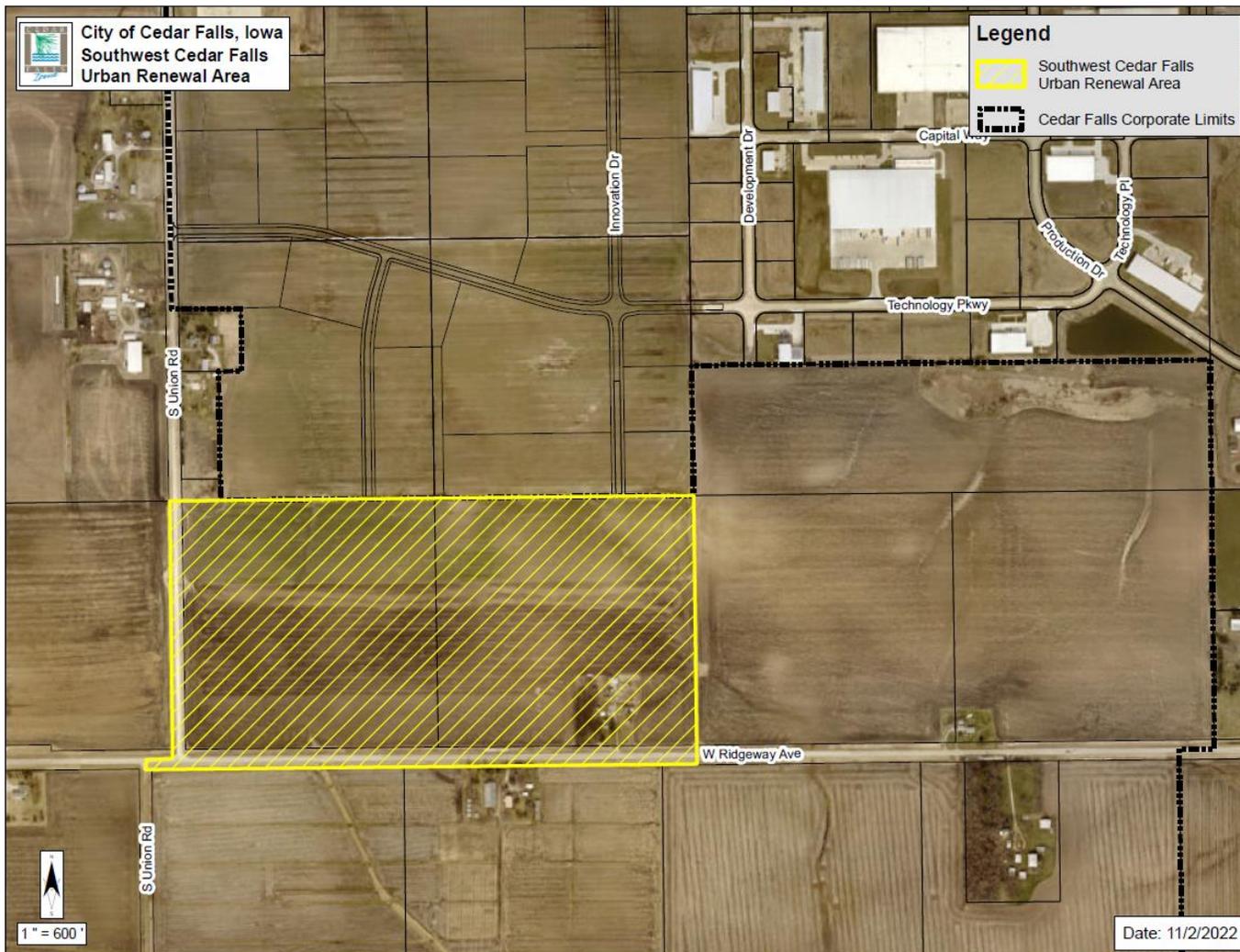


EXHIBIT B
LEGAL DESCRIPTION OF THE SOUTHWEST CEDAR FALLS URBAN RENEWAL
AREA

Olander, Graham & Ladage Property:

The South one-half (S ½) of the Southwest Quarter (SW ¼) of Section thirty-four (34), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

S Union Road ROW (West side):

The East thirty-three (33) feet of the South one-half (S ½) of the Southeast Quarter (SE ¼) of Section thirty-three (33), Township eighty-nine (89) North, Range fourteen (14) West;

And also,

West Ridgeway Ave ROW (North side):

The North fifty (50) feet of the East two thousand-six-hundred and eighty feet (2,680) of the West two thousand-eight-hundred and twenty-five feet (2,825) of Section four (4), Township eighty-eight (88) North, Range fourteen (14) West.

EXHIBIT C

**AGREEMENT TO INCLUDE AGRICULTURAL LAND
IN THE SOUTHWEST CEDAR FALLS URBAN RENEWAL AREA**

WHEREAS, the City of Cedar Falls, Iowa, (the “City”) has proposed the Southwest Cedar Falls Urban Renewal Plan (the “Plan”) for the Southwest Cedar Falls Urban Renewal Area (the “Urban Renewal Area”), pursuant to Chapter 403 of the Code of Iowa, in order to undertake activities authorized by that Chapter; and

WHEREAS, it has been proposed that the boundaries of the Urban Renewal Area will include certain property which is owned by the Agricultural Land Owner listed below (the “Property”); and

WHEREAS, Section 403.17(10) of the Code of Iowa provides that no property may be included in an urban renewal area which meets the definition in that Section of “agricultural land,” until the owners of such property agree to include such property in such urban renewal area; and

WHEREAS, it has been determined that the portion of the Property owned by the Agricultural Land Owner below meets the definition of “agricultural land” in Section 403.17(3) of the Code of Iowa;

NOW, THEREFORE, it is hereby certified and agreed by the Agricultural Land Owner as follows:

1. The Agricultural Land Owner hereby certifies that he/she is the owner of certain Property within the proposed Urban Renewal Area and agrees that the City of Cedar Falls, Iowa, may include such Property within the Urban Renewal Area.

2. The Agricultural Land Owner further authorizes the governing body of the City of Cedar Falls, Iowa, to pass any resolution or ordinance necessary to designate said Property as part of the Urban Renewal Area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter.

DATED this _____ day of _____, 2022.

Agricultural Land Owner’s Name:

Signature: _____
Date: _____
Witness: _____

Agricultural Land Owner’s Name:

Signature: _____
Date: _____
Witness: _____

Agricultural Land Owner’s Name:

Signature: _____
Date: _____
Witness: _____

EXHIBIT D**JOINT CITY/COUNTY AGREEMENT**

WHEREAS, the City of Cedar Falls (the “City”) has proposed to adopt the Southwest Cedar Falls Urban Renewal Area which includes property that is outside, but within two miles of, its corporate boundaries for the purpose of engaging in proposed urban renewal projects on said property; and

WHEREAS, the City Council of the City of Cedar Falls, State of Iowa, has reviewed the Urban Renewal Plan for said Urban Renewal Area, and has determined that the proposed Urban Renewal Area and completion of the eligible projects therein, are in the best interests of the City of Cedar Falls, State of Iowa; and

WHEREAS, Iowa Code Section 403.17(4) requires a “joint agreement” between the City and the County before the City can proceed with said projects.

NOW THEREFORE, BLACK HAWK COUNTY, STATE OF IOWA AND THE CITY OF CEDAR FALLS, STATE OF IOWA, AGREE AS FOLLOWS:

1. The Board of Supervisors of Black Hawk County, State of Iowa hereby agrees and authorizes the City of Cedar Falls, State of Iowa, to proceed with including property within two miles of the City of Cedar Falls in the Southwest Cedar Falls Urban Renewal Area as described in the Southwest Cedar Falls Urban Renewal Plan, and the undertaking of the eligible urban renewal projects therein.
2. This “joint agreement” is intended to meet the requirements of Iowa Code Chapter 403.17(4) with respect to the Southwest Cedar Falls Urban Renewal Area located in or within two miles of the City of Cedar Falls, State of Iowa.
3. This Joint Agreement has been duly authorized by the governing bodies of Black Hawk County, State of Iowa and the City of Cedar Falls, State of Iowa.

PASSED AND APPROVED this _____ day of _____, 20__.

CITY OF CEDAR FALLS, STATE OF IOWA

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Cedar Falls, State of Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Black Hawk County,
Iowa

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

02124187-1\10283-188

Daily Invoices for 12/5/22 Council Meeting

Item 28.

PREPARED 11/29/2022, 8:48:34
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

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 ACCOUNTING PERIOD 05/2023

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-09					PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
834		05/23 AP		11/16/22	0397907 SONJA BOCK	44.94		11/18/22	
					RMB:SNACKS FOR MEETING				
					ACCOUNT TOTAL	44.94	.00	44.94	
101-1118-441.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
864		05/23 AP		08/05/22	0397928 GAINES, RON	220.00		11/28/22	
					RMB:MILEAGE-7/5-8/5/22				
864		05/23 AP		07/05/22	0397928 GAINES, RON	203.58		11/28/22	
					RMB:MILEAGE-6/2-7/5/22				
864		05/23 AP		06/01/22	0397928 GAINES, RON	200.66		11/28/22	
					RMB:MILEAGE-5/2-6/1/22				
					ACCOUNT TOTAL	624.24	.00	624.24	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES									
864		05/23 AP		11/22/22	0397925 BLACK HAWK CO.RECORDER	12.00		11/28/22	
					RCD:LIEN NTC. & PROM.NOTE WEINTRAUT-210 W. 22ND ST				
864		05/23 AP		11/22/22	0397925 BLACK HAWK CO.RECORDER	52.00		11/28/22	
					RCD:RESOLUTION #22,976 SCHICK-1720 QUAIL RIDGE				
864		05/23 AP		11/22/22	0397925 BLACK HAWK CO.RECORDER	47.00		11/28/22	
					RCD:RESOLUTION #22,977 MA-8702 UNIVERSITY AVE				
834		05/23 AP		11/17/22	0397898 BLACK HAWK CO.RECORDER	7.00		11/18/22	
					RCD:LIEN RELEASE MB RENTALS II-2012 STATE				
834		05/23 AP		11/17/22	0397898 BLACK HAWK CO.RECORDER	7.00		11/18/22	
					RCD:LIEN RELEASE D.BUSHBY-2013 MAPLEWOOD				
					ACCOUNT TOTAL	125.00	.00	125.00	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
819		05/23 AP		11/10/22	0397897 IOWA CHAPTER-IAPMO	165.00		11/16/22	
					REG:CONT.EDUC.J.HENDERSON WATERLOO;PLUMBING TRACK				
819		05/23 AP		11/10/22	0397897 IOWA CHAPTER-IAPMO	165.00		11/16/22	
					REG:CONT.EDUC.J.HENDERSON WATERLOO;MECHANICAL TRACK				
819		05/23 AP		11/10/22	0397897 IOWA CHAPTER-IAPMO	165.00		11/16/22	
					REG:CONT.EDUC.JASON MAI WATERLOO;MECHANICAL TRACK				
					ACCOUNT TOTAL	495.00	.00	495.00	
101-2280-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
864		05/23 AP		11/10/22	0397927 DRENNAN, EMILY	24.44		11/28/22	
					RMB:MILEAGE-9/26-11/10/22				
					ACCOUNT TOTAL	24.44	.00	24.44	

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ACCOUNT ACTIVITY LISTING

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
849		05/23	AP	11/08/22	0397914	JESSICA DENCKLAU	250.00			11/22/22
						REFUND-SECURITY DEPOSIT				
849		05/23	AP	11/08/22	0397910	DALE SCHRAD	500.00			11/22/22
						REFUND-SECURITY DEPOSIT				
849		05/23	AP	11/04/22	0397911	HANNAH CRISMAN	500.00			11/22/22
						REFUND-SECURITY DEPOSIT				
849		05/23	AP	11/02/22	0397918	RYAN HAYNES	250.00			11/22/22
						REFUND-SECURITY DEPOSIT				
						ACCOUNT TOTAL	1,500.00	.00	1,500.00	
101-4511-414.85-01 UTILITIES / UTILITIES										
834		05/23	AP	11/01/22	0397899	CEDAR FALLS UTILITIES	4,242.00			11/18/22
						UTILITIES THRU 11/01/22				
						ACCOUNT TOTAL	4,242.00	.00	4,242.00	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
834		05/23	AP	11/01/22	0397899	CEDAR FALLS UTILITIES	144.94			11/18/22
						UTILITIES THRU 11/01/22				
						ACCOUNT TOTAL	144.94	.00	144.94	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
864		05/23	AP	11/10/22	0397929	U.S. CELLULAR	94.32			11/28/22
						COVERT CAMERA CELL PLAN				11/9-12/8/22
834		05/23	AP	10/10/22	0397908	U.S. CELLULAR	94.32			11/18/22
						COVERT CAMERA CELL PLAN				10/9-11/8/22
835		05/23	AP	09/10/22	0397581	U.S. CELLULAR	94.32			11/18/22
						COVERT CAMERA CELL PLAN				
835		05/23	AP	08/10/22	0397422	U.S. CELLULAR	102.77			11/18/22
						COVERT CAMERA CELL PLAN				
835		05/23	AP	07/10/22	0397370	U.S. CELLULAR	25.85			11/18/22
						PD CAMERAS:6/29-8/8/22				
						ACCOUNT TOTAL	411.58	.00	411.58	
101-5521-415.82-01 COMMUNICATION / TELEPHONE										
835		05/23	AP	09/10/22	0397581	U.S. CELLULAR		94.32		11/18/22
						ACCOUNT CORRECTION				COVERT CAMERA CELL PLAN
835		05/23	AP	08/10/22	0397422	U.S. CELLULAR		102.77		11/18/22
						ACCOUNT CORRECTION				COVERT CAMERA CELL PLAN
835		05/23	AP	07/10/22	0397370	U.S. CELLULAR		25.85		11/18/22
						ACCOUNT CORRECTION				PD CAMERAS:6/29-8/8/22
						ACCOUNT TOTAL	.00	222.94	222.94-	

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GROUP	PO	ACCTG	---	TRANSACTION	---	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
864		05/23	AP	11/15/22	0397923	BELZ, MATTHEW	37.66		11/28/22
						RMB:MEALS-IAI EDUCATIONAL CONFERENCE-ANKENY			
						ACCOUNT TOTAL	37.66	.00	37.66
101-5521-415.85-01						UTILITIES / UTILITIES			
834		05/23	AP	11/01/22	0397899	CEDAR FALLS UTILITIES	3,191.68		11/18/22
						UTILITIES THRU 11/01/22			
						ACCOUNT TOTAL	3,191.68	.00	3,191.68
101-5521-415.86-05						REPAIR & MAINTENANCE / EQUIPMENT REPAIRS			
834		05/23	AP	11/01/22	0397899	CEDAR FALLS UTILITIES	109.51		11/18/22
						UTILITIES THRU 11/01/22			
						ACCOUNT TOTAL	109.51	.00	109.51
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
834		05/23	AP	11/12/22	0397906	RUSSELL, PRESTON	195.80		11/18/22
						RMB:UNIFORM ALLOWANCE SCHEELS			
834		05/23	AP	11/06/22	0397901	HANCOCK, ADAM	171.16		11/18/22
						RMB:UNIFORM ALLOWANCE KOHL'S			
834		05/23	AP	11/05/22	0397902	HOWARD, MARK A.	38.51		11/18/22
						RMB:UNIFORM ALLOWANCE AMAZON.COM			
834		05/23	AP	11/04/22	0397903	LECHTENBERG, AUSTIN	284.85		11/18/22
						RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS			
834		05/23	AP	11/04/22	0397904	LUCK, ASHLEY	12.00		11/18/22
						RMB:UNIFORM ALLOWANCE COVER-ALL EMBROIDERY			
834		05/23	AP	10/28/22	0397905	MCNAMARA, SHEA	16.56		11/18/22
						RMB:UNIFORM ALLOWANCE WAL-MART			
849		05/23	AP	10/13/22	0397919	SCHARNAU, DYLAN	81.30		11/22/22
						RMB:UNIFORM ALLOWANCE SCHEELS			
						ACCOUNT TOTAL	800.18	.00	800.18
101-6613-433.85-01						UTILITIES / UTILITIES			
834		05/23	AP	11/01/22	0397899	CEDAR FALLS UTILITIES	219.46		11/18/22
						UTILITIES THRU 11/01/22			
						ACCOUNT TOTAL	219.46	.00	219.46
101-6616-446.85-01						UTILITIES / UTILITIES			
834		05/23	AP	11/01/22	0397899	CEDAR FALLS UTILITIES	1,795.70		11/18/22
						UTILITIES THRU 11/01/22			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.85-01 UTILITIES / UTILITIES						continued				
ACCOUNT TOTAL							1,795.70	.00	1,795.70	
101-6623-423.85-01 UTILITIES / UTILITIES										
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	856.79			11/18/22
UTILITIES THRU 11/01/22										
ACCOUNT TOTAL							856.79	.00	856.79	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
849		05/23 AP		10/01/22	0397913	IOWA DEPT-NATURAL RESOURCES	115.00			11/22/22
WATER USAGE PERMIT 2995 PHEASANT RIDGE;REDO141633										
ACCOUNT TOTAL							115.00	.00	115.00	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
864		05/23 AP		11/01/22	0397926	CENTURYLINK	62.77			11/28/22
CEDAR RIVER GAUGE-OCT'22										
ACCOUNT TOTAL							62.77	.00	62.77	
101-6633-423.85-01 UTILITIES / UTILITIES										
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	1,557.19			11/18/22
UTILITIES THRU 11/01/22										
ACCOUNT TOTAL							1,557.19	.00	1,557.19	
FUND TOTAL							16,358.08	222.94	16,135.14	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.82-01 COMMUNICATION / TELEPHONE										
849		05/23 AP		11/06/22	0397922	U.S. CELLULAR	15.86			11/22/22
CELL PHONE:11/6-12/5/22										
ACCOUNT TOTAL							15.86	.00	15.86	
206-6637-436.85-01 UTILITIES / UTILITIES										
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	2,596.12			11/18/22
UTILITIES THRU 11/01/22										
ACCOUNT TOTAL							2,596.12	.00	2,596.12	

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GROUP	PO	ACCTG	---TRANSACTION---		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6647-436.85-01 UTILITIES / UTILITIES								
834		05/23 AP		11/01/22	0397899	2,359.12		11/18/22
UTILITIES THRU 11/01/22								
ACCOUNT TOTAL						2,359.12	.00	2,359.12
FUND TOTAL						4,971.10	.00	4,971.10
FUND 215 HOSPITAL FUND								
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
FUND 223 COMMUNITY BLOCK GRANT								
FUND 224 TRUST & AGENCY								
FUND 242 STREET REPAIR FUND								
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT								
864		05/23 AP		11/22/22	0397925	27.00		11/28/22
3283-MAIN ST.RECONSTRUCT.								
PROJECT#: 023283								
864		05/23 AP		11/22/22	0397925	32.00		11/28/22
3283-MAIN ST.RECONSTRUCT.								
PROJECT#: 023283								
ACCOUNT TOTAL						59.00	.00	59.00
FUND TOTAL						59.00	.00	59.00
FUND 254 CABLE TV FUND								
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING								
849		05/23 AP		11/18/22	0397920	120.00		11/22/22
CF GIRLS BB-WATERLOO EAST								
PROJECT#: 759								
849		05/23 AP		11/18/22	0397916	100.00		11/22/22
CF GIRLS BB-WATERLOO EAST								
PROJECT#: 759								
849		05/23 AP		11/18/22	0397921	100.00		11/22/22
CF GIRLS BB-WATERLOO EAST								
PROJECT#: 759								
849		05/23 AP		11/18/22	0397915	100.00		11/22/22
CF GIRLS BB-WATERLOO EAST								
PROJECT#: 759								
ACCOUNT TOTAL						420.00	.00	420.00
FUND TOTAL						420.00	.00	420.00

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 258 PARKING FUND									
258-5531-435.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
849		05/23 AP		11/21/22	0397917	MICHAEL JOHN BECKER	10.00		11/22/22
						REFUND-DUPL.PRKG.TICKET #1013828:AZR442			
						ACCOUNT TOTAL	10.00	.00	10.00
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	15.75		11/18/22
						UTILITIES THRU 11/01/22			
						ACCOUNT TOTAL	15.75	.00	15.75
						FUND TOTAL	25.75	.00	25.75
FUND 261 TOURISM & VISITORS									
261-2291-423.85-01						UTILITIES / UTILITIES			
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	826.37		11/18/22
						UTILITIES THRU 11/01/22			
						ACCOUNT TOTAL	826.37	.00	826.37
						FUND TOTAL	826.37	.00	826.37
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01						UTILITIES / UTILITIES			
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	113.75		11/18/22
						UTILITIES THRU 11/01/22			
						ACCOUNT TOTAL	113.75	.00	113.75
262-1092-423.87-01 RENTALS / RENTALS									
834		05/23 AP		11/16/22	0397900	CHITRA REDDY	250.00		11/18/22
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	250.00	.00	250.00
						FUND TOTAL	363.75	.00	363.75

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 291						POLICE FORFEITURE FUND				
FUND 292						POLICE RETIREMENT FUND				
FUND 293						FIRE RETIREMENT FUND				
FUND 294						LIBRARY RESERVE				
FUND 295						SOFTBALL PLAYER CAPITAL				
FUND 296						GOLF CAPITAL				
FUND 297						REC FACILITIES CAPITAL				
FUND 298						HEARST CAPITAL				
FUND 311						DEBT SERVICE FUND				
FUND 402						WASHINGTON PARK FUND				
FUND 404						FEMA				
FUND 405						FLOOD RESERVE FUND				
FUND 407						VISION IOWA PROJECT				
FUND 408						STREET IMPROVEMENT FUND				
FUND 410						CORONAVIRUS LOCAL RELIEF				
FUND 430						2004 TIF BOND				
FUND 431						2014 BOND				
FUND 432						2003 BOND				
FUND 433						2001 TIF				
FUND 434						2000 BOND				
FUND 435						1999 TIF				
FUND 436						2012 BOND				
FUND 437						2018 BOND				
FUND 438						2020 BOND FUND				
FUND 439						2022 BOND FUND				
FUND 443						CAPITAL PROJECTS				
FUND 472						PARKADE RENOVATION				
FUND 473						SIDEWALK ASSESSMENT				
FUND 483						ECONOMIC DEVELOPMENT				
FUND 484						ECONOMIC DEVELOPMENT LAND				
FUND 541						2018 STORM WATER BONDS				
FUND 544						2008 SEWER BONDS				
FUND 545						2006 SEWER BONDS				
FUND 546						SEWER IMPROVEMENT FUND				
FUND 547						SEWER RESERVE FUND				
FUND 548						1997 SEWER BOND FUND				
FUND 549						1992 SEWER BOND FUND				
FUND 550						2000 SEWER BOND FUND				
FUND 551						REFUSE FUND				
551-6685-436.85-01						UTILITIES / UTILITIES				
834				05/23 AP 11/01/22	0397899	CEDAR FALLS UTILITIES	2,194.60			11/18/22
						UTILITIES THRU 11/01/22				
						ACCOUNT TOTAL	2,194.60	.00	2,194.60	
551-6685-436.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING				
834				05/23 AP 11/01/22	0397899	CEDAR FALLS UTILITIES	6,190.00			11/18/22
						UTILITIES THRU 11/01/22				
						ACCOUNT TOTAL	6,190.00	.00	6,190.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
864		05/23 AP		11/15/22	0397924	BLACK HAWK CO.LANDFILL	22,225.04		11/28/22
				LANDFILL SRV:11/1-11/15		11/1/22-11/15/22			
				ACCOUNT TOTAL			22,225.04	.00	22,225.04
				FUND TOTAL			30,609.64	.00	30,609.64
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01 UTILITIES / UTILITIES									
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	3,552.89		11/18/22
				UTILITIES THRU 11/01/22					
				ACCOUNT TOTAL			3,552.89	.00	3,552.89
552-6665-436.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
849		05/23 AP		10/12/22	0397912	IOWA DEPT-NATURAL RESOURCES	40.00		11/22/22
				OPERATOR CERT.-C.ROBINSON		WASTE WATER;REISSUE141633			
				ACCOUNT TOTAL			40.00	.00	40.00
552-6665-436.85-01 UTILITIES / UTILITIES									
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	18,744.23		11/18/22
				UTILITIES THRU 11/01/22					
				ACCOUNT TOTAL			18,744.23	.00	18,744.23
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL									
864		05/23 AP		11/15/22	0397924	BLACK HAWK CO.LANDFILL	105.63		11/28/22
				LANDFILL SRV:11/1-11/15		11/1/22-11/15/22			
				ACCOUNT TOTAL			105.63	.00	105.63
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
834		05/23 AP		11/01/22	0397899	CEDAR FALLS UTILITIES	6,190.00		11/18/22
				UTILITIES THRU 11/01/22					
				ACCOUNT TOTAL			6,190.00	.00	6,190.00
				FUND TOTAL			28,632.75	.00	28,632.75

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FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
	555-6630-432.86-34	REPAIR & MAINTENANCE / BILLING & COLLECTING								
	834	05/23 AP 11/01/22 0397899				CEDAR FALLS UTILITIES	6,190.00			11/18/22
		UTILITIES THRU 11/01/22								
		ACCOUNT TOTAL					6,190.00	.00	6,190.00	
		FUND TOTAL					6,190.00	.00	6,190.00	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
	606-1078-441.81-43	PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES								
	849	05/23 AP 11/10/22 0397909				CEDAR FALLS UTILITIES	15.00			11/22/22
		LIBRARY DOMAIN NAME				STATIC IP ADDRESS				
		ACCOUNT TOTAL					15.00	.00	15.00	
		FUND TOTAL					15.00	.00	15.00	
	606-1078-441.82-30	COMMUNICATION / FIBER OPTICS								
	849	05/23 AP 11/10/22 0397909				CEDAR FALLS UTILITIES	3,320.00			11/22/22
		FIBER POINT:10/11-11/11				10/11-11/11/22				
		ACCOUNT TOTAL					3,320.00	.00	3,320.00	
		FUND TOTAL					3,335.00	.00	3,335.00	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
	681-1902-457.51-10	INSURANCE / HEALTH SEVERANCE PAYMENTS								
	819	05/23 AP 11/04/22 0397896				ANDERSON, ALETA L.	170.10			11/16/22
		RMB:OCT.2022 HEALTH SEV.				MEDICARE-ALETA				
	819	05/23 AP 11/04/22 0397896				ANDERSON, ALETA L.	170.10			11/16/22
		RMB:OCT.2022 HEALTH SEV.				MEDICARE-RICHARD				
		ACCOUNT TOTAL					340.20	.00	340.20	
		FUND TOTAL					340.20	.00	340.20	
FUND 682 HEALTH INSURANCE - FIRE										

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685						VEHICLE MAINTENANCE FUND			
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			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	92,131.64	222.94	91,908.70

Council Invoices for 12/5/22 Meeting

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GROUP	PO	ACCTG	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER		POST DT
FUND 101 GENERAL FUND							
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
810		06/23	AP	11/07/22	0000000	6.15	11/29/22
		DESK CALENDAR REFILL					
810		06/23	AP	11/07/22	0000000	.58	11/29/22
		GEL PENS					
		ACCOUNT TOTAL				6.73	6.73
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS							
821		06/23	AP	10/28/22	0000000	125.00	11/29/22
		2023 MEMBERSHIP-RODENBECK		12/1/22-11/30/23			
		ACCOUNT TOTAL				125.00	125.00
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS							
859		06/23	AP	11/22/22	0000000	100.00	11/29/22
		2023 MEMBERSHIP-K AGUIAR					
821		06/23	AP	10/28/22	0000000	125.00	11/29/22
		2023 MEMBERSHIP-ROEDING		12/1/22-11/30/23			
		ACCOUNT TOTAL				225.00	225.00
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS							
836		06/23	AP	11/10/22	0000000	1,720.00	11/29/22
		PRE-EMPLOY.PHYS-OCT'22					
821		06/23	AP	10/21/22	0000000	3,826.00	11/29/22
		PRE-EMPLOY.PHYS-SEPT'22					
		ACCOUNT TOTAL				5,546.00	5,546.00
101-1038-441.81-51 PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS							
836		06/23	AP	11/10/22	0000000	200.00	11/29/22
		POST-EMPLOY.PHYS-OCT'22					
		ACCOUNT TOTAL				200.00	200.00
101-1038-441.81-52 PROFESSIONAL SERVICES / DRUG TESTING							
821		06/23	AP	10/21/22	0000000	363.00	11/29/22
		EE DRUG TESTING-SEPT'22					
		ACCOUNT TOTAL				363.00	363.00
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES							
859		06/23	AP	11/25/22	0000000	75.00	11/29/22
		CEDAR VALLEY SAVER, INC.					

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FUND 101 GENERAL FUND									
101-1038-441.81-53	PROFESSIONAL SERVICES / JOB NOTICES continued								
836				11/23/22	JOB AD:WASTE TREATMT MGR CEDAR VALLEY SAVER, INC.	75.00			11/29/22
836				11/10/22	JOB AD:WASTE TRTMT MGR REGISTER MEDIA	208.35			11/29/22
836				9/18-10/13/22	JOB AD:DEI SPECIALIST				
836				11/10/22	06/23 AP 10/30/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	450.00			11/29/22
836				11/10/22	06/23 AP 10/30/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	45.00			11/29/22
836				11/10/22	06/23 AP 10/30/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	58.40			11/29/22
836				11/10/22	06/23 AP 10/30/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	39.00			11/29/22
836				11/10/22	06/23 AP 10/23/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/23/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	74.00			11/29/22
836				11/10/22	06/23 AP 10/23/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	45.00			11/29/22
836				11/10/22	06/23 AP 10/23/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/19/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/19/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/19/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/16/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/16/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/12/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/12/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	650.00			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	300.00			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	45.00			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	58.40			11/29/22
836				11/10/22	06/23 AP 10/09/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/05/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	29.40			11/29/22
836				11/10/22	06/23 AP 10/05/22 0000000 COURIER COMMUNICATIONS-ADVERT ONLINE	45.00			11/29/22

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FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES				continued
836		06/23 AP		10/05/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			11/29/22
						JOB AD:PT LIBRARY INTERN				
836		06/23 AP		10/02/22	0000000	COURIER COMMUNICATIONS-ADVERT AMP DIGITAL	500.00			11/29/22
						PPC CAMPAIGN				
836		06/23 AP		10/02/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	29.40			11/29/22
						JOB AD:SEASONAL LABORERS				
836		06/23 AP		10/02/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	29.40			11/29/22
						JOB AD:DEI SPECIALIST				
836		06/23 AP		10/02/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	45.00			11/29/22
						JOB AD:ENG TECH I				
836		06/23 AP		10/02/22	0000000	COURIER COMMUNICATIONS-ADVERT COURIER	29.40			11/29/22
						JOB AD:PT LIBRARY INTERN				
836		06/23 AP		09/29/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			11/29/22
						JOB AD:REC CTR SPORTS/REC				
836		06/23 AP		09/28/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			11/29/22
						JOB AD:SEASONAL LABORERS				
836		06/23 AP		09/28/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			11/29/22
						JOB AD:DEI SPECIALIST				
836		06/23 AP		09/28/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	45.00			11/29/22
						JOB AD:ENG TECH I				
836		06/23 AP		09/28/22	0000000	COURIER COMMUNICATIONS-ADVERT PULSE	29.40			11/29/22
						JOB AD:PT LIBRARY INTERN				
						ACCOUNT TOTAL	3,316.75	.00	3,316.75	
101-1038-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG				
836		06/23 AP		11/10/22	0000000	MERCYONE OCCUPATIONAL HEALTH	4,928.00			11/29/22
						EMPLOYEE WELLNESS PROGRAM				
						ACCOUNT TOTAL	4,928.00	.00	4,928.00	
101-1038-441.81-99						PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION				
836		06/23 AP		11/09/22	0000000	CARLSON DETTMANN CONSULTING L	275.00			11/29/22
						CLASSIFICATION REVIEW DEPUTY CITY CLERK				
						ACCOUNT TOTAL	275.00	.00	275.00	
101-1048-441.81-29						PROFESSIONAL SERVICES / LEGAL CONSULTANTS				
821		06/23 AP		12/01/22	0000000	AHLERS AND COONEY, P.C.	3,900.00			11/29/22
						LEGAL SERVICES-DEC'22				
821		06/23 AP		12/01/22	0000000	SWISHER & COHRT, P.L.C.	2,600.00			11/29/22
						LEGAL SERVICES-DEC'22				
						ACCOUNT TOTAL	6,500.00	.00	6,500.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1048	441.81-30	PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT								
821		06/23	AP	12/01/22	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-DEC'22	1,000.00			11/29/22
		ACCOUNT TOTAL					1,000.00	.00	1,000.00	
101-1060-423.93-01 EQUIPMENT / EQUIPMENT										
836		06/23	AP	11/02/22	0000000	CDW GOVERNMENT, INC. CISCO AP & LICENSE	1,732.26			11/29/22
		ACCOUNT TOTAL					1,732.26	.00	1,732.26	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
859		06/23	AP	11/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT DESK PAD-R GAINES	30.23			11/29/22
		ACCOUNT TOTAL					30.23	.00	30.23	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
810		06/23	AP	11/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL PENS	.43			11/29/22
		ACCOUNT TOTAL					.43	.00	.43	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
810		06/23	AP	11/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL PENS	3.60			11/29/22
		ACCOUNT TOTAL					3.60	.00	3.60	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
812		06/23	AP	11/15/22	0000000	SERVICEWEAR APPAREL, INC. UNIFORM-J WARDELL HEAVYWEIGHT HENLEY	17.87			11/29/22
812		06/23	AP	11/09/22	0000000	SERVICEWEAR APPAREL, INC. UNIFORM-J WARDELL,J CRAIG SWEATSHIRTS,TEE	146.54			11/29/22
812		06/23	AP	11/08/22	0000000	SERVICEWEAR APPAREL, INC. REFUND-J WARDELL WRONG SHIRT		17.12		11/29/22
812		06/23	AP	10/28/22	0000000	SERVICEWEAR APPAREL, INC. UNIFORM-J WARDELL HEAVYWEIGHT HENLEY	34.99			11/29/22
		ACCOUNT TOTAL					199.40	17.12	182.28	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
810		06/23	AP	11/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.01			11/29/22

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FUND 101 GENERAL FUND										
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
						GEL PENS				
						ACCOUNT TOTAL	2.01	.00	2.01	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
848		06/23 AP		11/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.24			11/29/22
						CLOCK REPLACEMENT				
824		06/23 AP		11/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	46.95			11/29/22
						COPY PAPER				
						ACCOUNT TOTAL	62.19	.00	62.19	
101-2253-423.72-44 OPERATING SUPPLIES / EXERCISE EQUIP. REPAIRS										
824		06/23 AP		11/14/22	0000000	MENARDS-CEDAR FALLS	35.38			11/29/22
						RND POPLAR DOWEL, WRENCH				
						ACCOUNT TOTAL	35.38	.00	35.38	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
824		06/23 AP		11/14/22	0000000	MENARDS-CEDAR FALLS	75.46			11/29/22
						WIRE COAT, PLASTIC BONDER				
824		06/23 AP		11/11/22	0000000	ARAMARK	26.25			11/29/22
						REC CTR MATS				
						ACCOUNT TOTAL	101.71	.00	101.71	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
824		06/23 AP		11/11/22	0000000	CARRICO AQUATIC RESOURCES INC	4,365.22			11/29/22
						REPAIR LR UV SYSTEM				
824		06/23 AP		11/04/22	0000000	ECHO GROUP, INC.	280.38			11/29/22
						3 ELECTRICAL OUTLETS IN 2 DOOR				
						ACCOUNT TOTAL	4,645.60	.00	4,645.60	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
854		06/23 AP		11/15/22	0000000	BEL CANTO CEDAR VALLEY	400.00			11/29/22
						CHORAL CONCERT ON DEC 11				
854		06/23 AP		11/11/22	0000000	ARAMARK	9.84			11/29/22
						RUG SERVICES				
						ACCOUNT TOTAL	409.84	.00	409.84	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-2280-423.81-06						PROFESSIONAL SERVICES / PRINTING & PUBLICATION			
854		06/23 AP		11/18/22	0000000	SIGNS BY TOMORROW	55.50		11/29/22
						LOBBY HEARST SIGNAGE			
						ACCOUNT TOTAL	55.50	.00	55.50
continued									
101-2280-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM			
854		06/23 AP		11/09/22	0000000	KAREN'S PRINT-RITE	199.10		11/29/22
						#9 ENVELOPES FOR FRIENDS			
						ACCOUNT TOTAL	199.10	.00	199.10
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY			
839		06/23 AP		11/11/22	0000000	ARAMARK	7.25		11/29/22
						TOWELS-STATION #1			
839		06/23 AP		11/11/22	0000000	ARAMARK	18.98		11/29/22
						TOWELS;MATS-PSS BUILDING			
						ACCOUNT TOTAL	26.23	.00	26.23
101-4511-414.72-10						OPERATING SUPPLIES / FIRE PREVENTION			
839		06/23 AP		11/08/22	0000000	MENARDS-CEDAR FALLS	37.98		11/29/22
						BATTERIES-SMOKE DETECTORS			
						ACCOUNT TOTAL	37.98	.00	37.98
101-4511-414.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			
839		06/23 AP		11/18/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	54.00		11/29/22
						HELMET FRONT			
						ZACH ANDERSEN			
						ACCOUNT TOTAL	54.00	.00	54.00
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES			
839		06/23 AP		11/14/22	0000000	MENARDS-CEDAR FALLS	96.07		11/29/22
						WATER;LAUNDRY DETERGENT;			
						DISH SOAP			
						ACCOUNT TOTAL	96.07	.00	96.07
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
839		06/23 AP		11/14/22	0000000	MENARDS-CEDAR FALLS	30.09		11/29/22
						DOOR WEDGE;HITCH PIN			
						ACCOUNT TOTAL	30.09	.00	30.09

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FUND 101 GENERAL FUND									
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
839		06/23 AP		11/10/22	0000000	SHIRT SHACK INC., THE	736.61		11/29/22
						FIRE SHIRTS-INVENTORY			
839		06/23 AP		09/29/22	0000000	WERTJES UNIFORMS	59.99		11/29/22
						UNIFORM ALLOWANCE-PANTS			
						MATT KRUEGER			
839		06/23 AP		09/14/22	0000000	WERTJES UNIFORMS	16.00		11/29/22
						UNIF.ALLOW.-PATCHES SEWN			
						DEREK BROWN			
839		06/23 AP		08/25/22	0000000	WERTJES UNIFORMS	8.95		11/29/22
						UNIFORM ALLOW.-CPT. BARS			
						JOHN ZOLONDEK			
839		06/23 AP		08/19/22	0000000	WERTJES UNIFORMS	229.95		11/29/22
						UNIFORM ALLOWANCE-POLOS			
						KRISTI HANSON			
839		06/23 AP		08/19/22	0000000	WERTJES UNIFORMS	229.95		11/29/22
						UNIFORM ALLOWANCE-POLOS			
						KELLI YATES			
839		06/23 AP		08/08/22	0000000	WERTJES UNIFORMS	15.20		11/29/22
						UNIFORM ALLOW.-NAME BAR			
						MATT KRUEGER			
839		06/23 AP		07/15/22	0000000	WERTJES UNIFORMS	389.47		11/29/22
						PSO UNIFORM ALLOWANCE			
						ASHLEY LUCK			
						ACCOUNT TOTAL	1,686.12	.00	1,686.12
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
842		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	181.28		11/29/22
						PAPER;BUS.CARD HOLDER			
842		06/23 AP		11/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	34.46		11/29/22
						HANGING FOLDERS			
842		06/23 AP		11/03/22	0000000	GIBSON SPECIALTY CO.	195.00		11/29/22
						BRACKETS FOR FORM TAGS			
842		06/23 AP		11/02/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	372.26		11/29/22
						HANGING FOLDERS;POST-ITS;			
						PENS;LABELS;DESK CALENDAR			
						ACCOUNT TOTAL	783.00	.00	783.00
101-5521-415.71-04 OFFICE SUPPLIES / TICKETS									
842		06/23 AP		11/15/22	0000000	STOREY KENWORTHY	3,482.00		11/29/22
						200 CITATION BOOKS			
						ACCOUNT TOTAL	3,482.00	.00	3,482.00
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
842		06/23 AP		11/16/22	0000000	MARTIN BROS.DISTRIBUTING	15.99		11/29/22
						COFFEE FILTERS			
839		06/23 AP		11/11/22	0000000	ARAMARK	18.98		11/29/22
						TOWELS;MATS-PSS BUILDING			
						ACCOUNT TOTAL	34.97	.00	34.97

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FUND 101 GENERAL FUND									
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
842		06/23 AP		11/14/22	0000000	MIDWEST DEFENSE SOLUTIONS, LL	4,698.72		11/29/22
842		06/23 AP		09/28/22	0000000	6 BALLISTIC VESTS	43.00		11/29/22
842		06/23 AP		09/11/22	0000000	INNER BELT TYLER LENOX	16.50		11/29/22
842		06/23 AP		08/30/22	0000000	REPLACEMENT-BELT CLIP SAM SHAFER	44.99		11/29/22
842		06/23 AP		08/15/22	0000000	REPLACEMENT-CUFF CASE PRESTON RUSSELL	41.25		11/29/22
842		06/23 AP		07/27/22	0000000	OPT.EQUIPMENT-EAR PIECE PRESTON RUSSELL	44.99		11/29/22
842		06/23 AP		07/27/22	0000000	INNER BELT JEFF HARRENSTEIN	16.00		11/29/22
842		06/23 AP		07/15/22	0000000	OPT.EQUIP.-BELT KEEPERS JEFF HARRENSTEIN	127.80		11/29/22
						INTL.EQUIP.-NEW OFFICER ASHLEY LUCK			
						ACCOUNT TOTAL	5,033.25	.00	5,033.25
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
842		06/23 AP		11/08/22	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00		11/29/22
842		06/23 AP		11/08/22	0000000	PROFESSIONAL PHOTOS ASHLEY LUCK	65.00		11/29/22
						ACCOUNT TOTAL	130.00	.00	130.00
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
842		06/23 AP		09/29/22	0000000	WERTJES UNIFORMS	87.00		11/29/22
842		06/23 AP		09/28/22	0000000	UNIFORM ALLOWANCE-PANTS ZACH ANDERSEN	68.40		11/29/22
842		06/23 AP		09/20/22	0000000	UNIF.ALLOW.-SOX;PATCHES CRAIG BERTE	16.40		11/29/22
842		06/23 AP		09/20/22	0000000	UNIFORM ALLOW.-NAME BAR LIESEL BARRON	16.00		11/29/22
842		06/23 AP		09/15/22	0000000	UNIF.ALLOW.-PATCHES SEWN JON GERZEMA	174.00		11/29/22
842		06/23 AP		09/01/22	0000000	UNIFORM ALLOWANCE-PANTS TIM SMITH	101.98		11/29/22
842		06/23 AP		08/31/22	0000000	UNIFORM ALLOWANCE-POLOS+ LIESEL BARRON	97.00		11/29/22
842		06/23 AP		08/31/22	0000000	UNIFORM ALLOWANCE-PANTS MATT BELZ	42.95		11/29/22
842		06/23 AP		08/24/22	0000000	UNIFORM ALLOWANCE-GLOVES LIESEL BARRON	26.95		11/29/22
842		06/23 AP		08/24/22	0000000	UNIF.ALLOW.-PATCHES SEWN SHEA MCNAMARA	43.95		11/29/22

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FUND 101 GENERAL FUND									
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued			
					UNIFORM ALLOWANCE-GLOVES JOSH MIXDORF				
842		06/23 AP		08/24/22	0000000 WERTJES UNIFORMS	4.00		11/29/22	
					UNIFORM ALLOW.-COLLAR EXT MATT BELZ				
842		06/23 AP		08/23/22	0000000 WERTJES UNIFORMS	105.00		11/29/22	
					UNIFORM ALLOWANCE-SHOES CRAIG BERTE				
842		06/23 AP		08/15/22	0000000 WERTJES UNIFORMS	95.98		11/29/22	
					UNIFORM ALLOWANCE-POLOS PRESTON RUSSELL				
842		06/23 AP		08/14/22	0000000 WERTJES UNIFORMS	64.00		11/29/22	
					UNIFORM ALLOWANCE-PANTS MARK HOWARD				
842		06/23 AP		08/08/22	0000000 WERTJES UNIFORMS	87.00		11/29/22	
					UNIFORM ALLOWANCE-PANTS OMAR MARTINEZ				
842		06/23 AP		07/25/22	0000000 WERTJES UNIFORMS	90.00		11/29/22	
					UNIFORM ALLOWANCE-PANTS HANNA HOFFA				
842		06/23 AP		07/15/22	0000000 WERTJES UNIFORMS	889.86		11/29/22	
					INTL.UNIFORM-NEW OFFICER ASHLEY LUCK				
842		06/23 AP		07/15/22	0000000 WERTJES UNIFORMS	79.50		11/29/22	
					INTL.UNIFORM-NEW OFFICER ASHLEY LUCK				
842		06/23 AP		07/14/22	0000000 WERTJES UNIFORMS	170.00		11/29/22	
					UNIFORM ALLOWANCE-PANTS MARISSA ABBOTT				
842		06/23 AP		07/06/22	0000000 WERTJES UNIFORMS	59.99		11/29/22	
					UNIFORM ALLOWANCE-PANTS BRIAN JOHANSEN				
842		06/23 AP		07/06/22	0000000 WERTJES UNIFORMS	95.98		11/29/22	
					UNIFORM ALLOWANCE-POLOS KYLE JANIKOWSKI				
					ACCOUNT TOTAL	2,415.94	.00	2,415.94	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
842		06/23 AP		11/09/22	0000000 CEDAR BEND HUMANE SOCIETY	4,237.80		11/29/22	
					OCT'22 ANIMAL SURRENDER				
					ACCOUNT TOTAL	4,237.80	.00	4,237.80	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
844		06/23 AP		11/15/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	4.16		11/29/22	
					PAPER, PENS AND CALENDAR				
					ACCOUNT TOTAL	4.16	.00	4.16	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
827		06/23 AP		11/15/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	322.94		11/29/22	
					TISSUE SOAP AND TOWELS				
PROJECT#:					062507				
827		06/23 AP		11/15/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	166.59		11/29/22	
					DISINFECTANT, TISSUE TOWELS, SOAP AND LINERS				
PROJECT#:					062501				
827		06/23 AP		11/15/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	606.64		11/29/22	

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
						DISINFECTANT, TISSUE			TOWELS, SOAP AND LINERS
PROJECT#:		062503							
827		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	109.27		11/29/22
						DISINFECTANT, TISSUE			TOWELS, SOAP AND LINERS
PROJECT#:		062507							
827		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	85.67		11/29/22
						DISINFECTANT, TISSUE			TOWELS, SOAP AND LINERS
PROJECT#:		062509							
827		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	273.28		11/29/22
						DISINFECTANT, TISSUE			TOWELS, SOAP AND LINERS
PROJECT#:		062511							
844		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.16		11/29/22
						PAPER, PENS AND CALENDAR			
827		06/23 AP		11/14/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	373.58		11/29/22
						SOAP, CLEANER, TISSUE			TOWELS AND LINERS
PROJECT#:		062506							
827		06/23 AP		11/10/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	73.44		11/29/22
						HVAC FILTERS			
PROJECT#:		062511							
809		06/23 AP		11/08/22	0000000	SERVICWEAR APPAREL, INC.	96.60		11/29/22
						UNIFORMS FOR PUBLIC BLDG			
827		06/23 AP		11/08/22	0000000	ECHO GROUP, INC.	97.20		11/29/22
						LIGHT BULBS			
PROJECT#:		062503							
827		06/23 AP		11/08/22	0000000	MENARDS-CEDAR FALLS	31.04		11/29/22
						COAT HOOK WASHER AND			CAULK
PROJECT#:		062509							
827		06/23 AP		11/08/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	391.17		11/29/22
						TISSUE, GLASS CLEANER			TOWELS AND URINAL CLEANER
809		06/23 AP		11/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	174.18		11/29/22
						LINERS TISSUE AND TOWELS			
PROJECT#:		062508							
809		06/23 AP		11/01/22	0000000	MENARDS-CEDAR FALLS	79.92		11/29/22
						CABLE FOR EXT CORDS FOR			TV'S
PROJECT#:		062501							
						ACCOUNT TOTAL	2,885.68	4.00	2,885.68
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
827		06/23 AP		11/15/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	245.41		11/29/22
						INDUCER MOTOR			
PROJECT#:		062505							
827		06/23 AP		11/14/22	0000000	JOHNSTONE SUPPLY OF WATERLOO	245.41		11/29/22
						FURNANCE BLOWER MOTOR			
PROJECT#:		062505							
827		06/23 AP		11/14/22	0000000	O'DONNELL ACE HARDWARE	22.07		11/29/22
						GLIDES FOR COUNCIL PODIUM			
PROJECT#:		062501							

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FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
	827	06/23 AP		11/11/22	0000000	O'DONNELL ACE HARDWARE	4.78			11/29/22
						OUTLET COVER				
		PROJECT#:			062505					
	827	06/23 AP		11/10/22	0000000	COOLEY PUMPING, LLC	145.00			11/29/22
						DRAIN CLEANING HEARST CT				
		PROJECT#:			062505					
	827	06/23 AP		11/08/22	0000000	ECHO GROUP, INC.	10.72			11/29/22
						LIGHT REPAIR				
		PROJECT#:			062506					
	809	06/23 AP		10/31/22	0000000	VAN METER, INC.	1,493.51			11/29/22
						LIGHTS FOR RECYCLING CTR				
		PROJECT#:			062506					
	827	06/23 AP		10/31/22	0000000	WAPSIE PINES LAWN CARE/LANDSC	163.09			11/29/22
						IRRIGATION MAINTENANCE				
		PROJECT#:			062511					
	827	06/23 AP		10/27/22	0000000	VAN METER, INC.	2,101.54			11/29/22
						RECYCLING CENTER LIGHTS				
		PROJECT#:			062506					
	809	06/23 AP		10/21/22	0000000	KW ELECTRIC, INC.	1,650.00			11/29/22
						WARRANTY REPAIR ON MULTI LIGHTS				
		PROJECT#:			062511					
						ACCOUNT TOTAL	6,081.53	.00		6,081.53
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
	827	06/23 AP		11/11/22	0000000	ARAMARK	19.50			11/29/22
						MAT SERVICE				
		PROJECT#:			062501					
						ACCOUNT TOTAL	19.50	.00		19.50
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	810	06/23 AP		11/07/22	0000000	OFFICE EXP 3 OFFICE PRODUCT	4.88			11/29/22
						GEL PENS				
						ACCOUNT TOTAL	4.88	.00		4.88
101-6625-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
	810	06/23 AP		09/08/22	0000000	GIERKE-ROBINSON COMPANY, INC.	67.56			11/29/22
						PINK PAINT				
						ACCOUNT TOTAL	67.56	.00		67.56
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	844	06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.59			11/29/22

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FUND 101 GENERAL FUND										
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES continued										
PAPER, PENS AND CALENDAR										
ACCOUNT TOTAL							15.59	.00	15.59	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
844		06/23 AP		11/16/22	0000000	O'DONNELL ACE HARDWARE	7.40			11/29/22
NUTS AND BOLTS										
809		06/23 AP		11/08/22	0000000	SERVICEWEAR APPAREL, INC.	82.80			11/29/22
UNIFORMS FOR PARKS										
827		06/23 AP		11/07/22	0000000	MENARDS-CEDAR FALLS	579.90			11/29/22
WIRE FENCING										
827		06/23 AP		11/03/22	0000000	BENTON'S READY MIX CONCRETE,	465.00			11/29/22
CONCRETE PARK CIRCLE										
827		06/23 AP		10/31/22	0000000	MENARDS-CEDAR FALLS	10.99			11/29/22
PRESSURE GAUGE										
809		06/23 AP		10/27/22	0000000	SERVICEWEAR APPAREL, INC.	25.78			11/29/22
UNIFORMS FOR PARKS										
809		06/23 AP		10/27/22	0000000	SERVICEWEAR APPAREL, INC.	37.62			11/29/22
UNIFORMS FOR PARKS										
809		06/23 AP		10/20/22	0000000	SERVICEWEAR APPAREL, INC.	476.19			11/29/22
UNIFORMS FOR PARKS										
ACCOUNT TOTAL							1,685.68	.00	1,685.68	
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
809		06/23 AP		11/08/22	0000000	IOWA DEPT-AGRICULTURE	15.00			11/29/22
3 YEAR PESTICIDE RENEWAL										
809		06/23 AP		11/08/22	0000000	IOWA DEPT-AGRICULTURE	15.00			11/29/22
3 YEAR PESTICIDE RENEWAL										
ACCOUNT TOTAL							30.00	.00	30.00	
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
827		06/23 AP		11/10/22	0000000	BLACK HAWK RENTAL	738.80			11/29/22
AIR COMPRESSOR RENTAL										
827		06/23 AP		11/03/22	0000000	COOLEY PUMPING, LLC	440.00			11/29/22
CLEANED PIT TOLIETS GOLF										
827		06/23 AP		10/21/22	0000000	COOLEY PUMPING, LLC	115.00			11/29/22
PORTA POTTY EL DORADO PK										
ACCOUNT TOTAL							1,293.80	.00	1,293.80	
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
810		06/23 AP		11/10/22	0000000	RITLAND & KUIPER LANDSCAPE AR	1,587.50			11/29/22
3303-SEERLEY PARK IMPROV										
10/01-10/31/22										

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
827		06/23 AP		11/15/22	0000000	GIERKE-ROBINSON COMPANY, INC. EXPANSION FOR CONCRETE REPAIR	304.00		11/29/22
844		06/23 AP		11/12/22	0000000	ASPRO, INC.	346.56		11/29/22
827		06/23 AP		11/08/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR WATERLOO ROAD	3,564.00		11/29/22
PROJECT#:		062436							
844		06/23 AP		10/05/22	0000000	GIERKE-ROBINSON COMPANY, INC. CONCRETE CURE/REPAIR SUPP	130.15		11/29/22
		ACCOUNT TOTAL					4,344.71	.00	4,344.71
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM									
810		06/23 AP		11/17/22	0000000	OWEN CONTRACTING INC.	80.75		11/29/22
PROJECT#:		3268-2022		ALLEY RECON.					
		023268							
		ACCOUNT TOTAL					80.75	.00	80.75
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
810		06/23 AP		11/17/22	0000000	PETERSON CONTRACTORS	144,482.42		11/29/22
PROJECT#:		3240-W		27TH STREET RECON					
		023240							
		ACCOUNT TOTAL					144,482.42	.00	144,482.42
206-6637-436.93-01 EQUIPMENT / EQUIPMENT									
844		06/23 AP		11/08/22	0000000	STAR EQUIPMENT, LTD. DURA PATCHER PW03257	246,705.00		11/29/22
		ACCOUNT TOTAL					246,705.00	.00	246,705.00
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
844		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT PAPER, PENS AND CALENDAR	3.12		11/29/22
		ACCOUNT TOTAL					3.12	.00	3.12
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
844		06/23 AP		11/11/22	0000000	O'DONNELL ACE HARDWARE	42.06		11/29/22
809		06/23 AP		11/08/22	0000000	SERVICEWEAR APPAREL, INC.	55.20		11/29/22
809		06/23 AP		11/01/22	0000000	UNIFORMS FOR TRAFFIC ECHO GROUP, INC.	159.19		11/29/22

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
ELECTRICAL SUPPLIES									
809		06/23 AP		10/31/22	0000000 FASTENAL COMPANY	64.11		11/29/22	
EPOXY									
ACCOUNT TOTAL						320.56	.00	320.56	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
844		06/23 AP		11/15/22	0000000 O'DONNELL ACE HARDWARE	60.98		11/29/22	
HAND TOOLS									
809		06/23 AP		11/08/22	0000000 O'DONNELL ACE HARDWARE	85.74		11/29/22	
TOOLS									
ACCOUNT TOTAL						146.72	.00	146.72	
206-6647-436.73-12 OTHER SUPPLIES / TRAFFIC SIGNALS									
809		06/23 AP		11/04/22	0000000 TERRY DURIN CO.	1,400.00		11/29/22	
WIRE FOR TRAFFIC SIGNALS									
ACCOUNT TOTAL						1,400.00	.00	1,400.00	
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS									
844		06/23 AP		11/10/22	0000000 TAPCO	252.95		11/29/22	
PORTABLE STOP SIGN									
ACCOUNT TOTAL						252.95	.00	252.95	
FUND TOTAL						398,414.79	.00	398,414.79	
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									
810		06/23 AP		11/07/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.72		11/29/22	
GEL PENS									
ACCOUNT TOTAL						.72	.00	.72	
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
812		06/23 AP		10/31/22	0000000 ONE SOURCE THE BACKGROUND CHE	116.00		11/29/22	
OCTOBER APPLICANTS SEC 8 4 APPLICANTS									
ACCOUNT TOTAL						116.00	.00	116.00	

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT
FUND 217 SECTION 8 HOUSING FUND								
FUND TOTAL						116.72	.00	116.72
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
810		06/23	AP	11/07/22	0000000 OFFICE EXPRESS OFFICE PRODUCT	.14		11/29/22
					GEL PENS			
ACCOUNT TOTAL						.14	.00	.14
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	1,676.47		11/29/22
					ENT. ENVIRONMENT REVIEW GA			
					SEPTEMBER EXPENSES			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	124.55		11/29/22
					ENTITLEMENT AGENCY AWARD			
					SEPTEMBER EXPENSES			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	435.71		11/29/22
					CARES CV-3 AGENCY AWARD			
					SEPTEMBER EXPENSES			
PROJECT#:					022354			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	694.14		11/29/22
					CARES CV-3 PLAN & REPORTS			
					SEPTEMBER EXPENSES			
PROJECT#:					022354			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	261.92		11/29/22
					ENTITLEMENT AGENCY AWARD			
					SEPTEMBER EXPENSES			
ACCOUNT TOTAL						3,192.79	.00	3,192.79
223-2224-432.89-57 MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT								
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	270.33		11/29/22
					ENTITLEMENT SIDEWALKS			
					SEPTEMBER EXPENSES			
PROJECT#:					023248			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	261.92		11/29/22
					FFY21 ENT. SIDEWALKS			
					SEPTEMBER EXPENSES			
PROJECT#:					023296			
ACCOUNT TOTAL						532.25	.00	532.25
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2								
836		06/23	AP	11/06/22	0000000 DE LAGE LANDEN FINANCIAL SERV	6,849.95		11/29/22
					DUO YEARLY SUBSCRIPTION			
PROJECT#:					022353			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	594.85		11/29/22
					CARES CV-2 AGENCY AWARD			
					SEPTEMBER EXPENSES			
PROJECT#:					022353			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	115.77		11/29/22
					CARES CV-2 CITY EQUIPMENT			
					SEPTEMBER EXPENSES			
PROJECT#:					022353			
812		06/23	AP	09/30/22	0000000 IOWA NORTHLAND REGIONAL CO. O	954.74		11/29/22

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FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.89-66 MISCELLANEOUS SERVICES / STATE CARES - CV2 continued										
PROJECT#: 022353 CARES CV-2 SCHOOL EQUIP SEPTEMBER EXPENSES										
ACCOUNT TOTAL							8,515.31	.00	8,515.31	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
812		06/23 AP		09/30/22	0000000	IOWA NORTHLAND REGIONAL CO. O	152.40		11/29/22	
ENT.SINGLE FAMILY REHAB. SEPTEMBER EXPENSES										
812		06/23 AP		09/30/22	0000000	IOWA NORTHLAND REGIONAL CO. O	151.88		11/29/22	
ENTITLEMENT RENTAL REHAB SEPTEMBER EXPENSES										
ACCOUNT TOTAL							304.28	.00	304.28	
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
812		06/23 AP		09/30/22	0000000	IOWA NORTHLAND REGIONAL CO. O	261.92		11/29/22	
HOME ENVIR.REVIEW HABITAT SEPTEMBER EXPENSES										
ACCOUNT TOTAL							261.92	.00	261.92	
FUND TOTAL							12,806.69	.00	12,806.69	
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
810		06/23 AP		11/17/22	0000000	PETERSON CONTRACTORS	2,555.50		11/29/22	
PROJECT#: 023230 3230-2022 STREET CONST.										
ACCOUNT TOTAL							2,555.50	.00	2,555.50	
242-1240-431.92-99 STRUCTURE IMPROV & BLDGS / STREET PATCHING										
810		06/23 AP		09/26/22	0000000	BOULDER CONTRACTING, LLC	9,107.16		11/29/22	
PROJECT#: 023275 3275-2021 STREET PATCHING CFU										
ACCOUNT TOTAL							9,107.16	.00	9,107.16	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
810		06/23 AP		11/09/22	0000000	K3D, LLC	1,500.00		11/29/22	
PROJECT#: 023283 3283-MAIN ST RECONSTRUCT 1123 MAIN RENT										
810		06/23 AP		11/09/22	0000000	K3D, LLC	1,500.00		11/29/22	
PROJECT#: 023283 3283-MAIN ST RECONSTRUCT 1125 MAIN RENT										

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									POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
							continued		
ACCOUNT TOTAL							3,000.00	.00	3,000.00
FUND TOTAL							14,662.66	.00	14,662.66
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
821		06/23	AP	11/08/22	0000000	FILMTOOLS	66.94		11/29/22
		2-100	PC.	DVD-R					11/29/22
821		06/23	AP	11/07/22	0000000	FILMTOOLS	279.24		11/29/22
		4-50PC	BLU-RAY	DISC					
ACCOUNT TOTAL							346.18	.00	346.18
FUND TOTAL							346.18	.00	346.18
FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
810		06/23	AP	11/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.44		11/29/22
						GEL PENS			
ACCOUNT TOTAL							1.44	.00	1.44
258-5531-435.71-04 OFFICE SUPPLIES / TICKETS									
836		06/23	AP	11/09/22	0000000	ULINE, INC.	48.20		11/29/22
						RAINBAGS FOR CITATIONS			
ACCOUNT TOTAL							48.20	.00	48.20
258-5531-435.73-24 OTHER SUPPLIES / REPAIR & MAINT-SIGNS									
836		06/23	AP	11/07/22	0000000	IOWA PRISON INDUSTRIES	1,968.40		11/29/22
		23-2HR & 53-3HR	PRKG	SIGN		FOR SIDE STREETS DOWNTOWN			
ACCOUNT TOTAL							1,968.40	.00	1,968.40
FUND TOTAL							2,018.04	.00	2,018.04

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 261 TOURISM & VISITORS								
261-2291-423.73-55						OTHER SUPPLIES / MEDIA		
823		06/23	AP	10/12/22	0000000	BRICKER GROUP LLC	225.00	11/29/22
						TRAILS AND TALES AD		
						ACCOUNT TOTAL	225.00	225.00
261-2291-423.85-23						UTILITIES / BUILDING MAINTENANCE		
823		06/23	AP	11/11/22	0000000	ARAMARK	7.80	11/29/22
						MAT SERVICE		
						ACCOUNT TOTAL	7.80	7.80
261-2291-423.85-51						UTILITIES / EVENTS, BIDS, & SPONSORS		
823		06/23	AP	11/10/22	0000000	SIGNS BY TOMORROW	110.00	11/29/22
						INSTALL IHSAA FOOTBALL		
						BANNERS OVER HUDSON RD		
						ACCOUNT TOTAL	110.00	110.00
						FUND TOTAL	342.80	342.80
FUND 262 SENIOR SERVICES & COMM CT								
262-1092-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES		
778		06/23	AP	11/18/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	70.34	11/29/22
						REGULAR & DECAF COFFEE		
						ACCOUNT TOTAL	70.34	70.34
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE		
778		06/23	AP	11/11/22	0000000	ARAMARK	7.80	11/29/22
						COMM. CENTER MAT SERVICE		
						ACCOUNT TOTAL	7.80	7.80
						FUND TOTAL	78.14	78.14
FUND 291 POLICE FORFEITURE FUND								
FUND 292 POLICE RETIREMENT FUND								
FUND 293 FIRE RETIREMENT FUND								

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GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 294									
FUND 295									
FUND 296									
FUND 297									
FUND 298									
FUND 311									
FUND 404									
404-1220-431.92-37						STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS			
812		06/23	AP	07/29/22	0000000	BLACK HAWK CO.ABSTRACT	280.00		11/29/22
		3198				FLOOD BUYOUT CONTINUATION-824 COTTAGE			
PROJECT#:		023198							
						ACCOUNT TOTAL	280.00	.00	280.00
404-1220-431.95-86						BOND FUND PROJECTS / CENTER STREET STREETScape			
810		06/23	AP	11/17/22	0000000	OWEN CONTRACTING INC.	132,707.26		11/29/22
		3206				CENTER STREETScape			
PROJECT#:		023206							
						ACCOUNT TOTAL	132,707.26	.00	132,707.26
						FUND TOTAL	132,987.26	.00	132,987.26
FUND 405						FLOOD RESERVE FUND			
FUND 407						VISION IOWA PROJECT			
FUND 408						STREET IMPROVEMENT FUND			
FUND 410						CORONAVIRUS LOCAL RELIEF			
FUND 430						2004 TIF BOND			
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION			
810		06/23	AP	11/18/22	0000000	PETERSON CONTRACTORS	18,710.73		11/29/22
		3189				W VIKING IND.PARK V			
PROJECT#:		023189							
						ACCOUNT TOTAL	18,710.73	.00	18,710.73
						FUND TOTAL	18,710.73	.00	18,710.73
FUND 431						2014 BOND			
FUND 432						2003 BOND			
FUND 433						2001 TIF			
FUND 434						2000 BOND			

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.95-27 BOND FUND PROJECTS / UNION ROAD TRAIL										
	810	06/23	AP	11/18/22	0000000	LODGE CONSTRUCTION, INC	8,981.86			11/29/22
					3217-UNION ROAD TRAIL					
					PROJECT#: 023217					
ACCOUNT TOTAL							8,981.86	.00	8,981.86	
438-1220-431.95-73 BOND FUND PROJECTS / SIDEWALK RECONSTRUCTION										
	827	06/23	AP	11/07/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR INFILL 10TH STREET	542.50			11/29/22
					PROJECT#: 023266					
	809	06/23	AP	11/03/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR 2021 INFILL PROJECT TREMONT	693.00			11/29/22
					PROJECT#: 023266					
	809	06/23	AP	11/02/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR 2021 INFILL PROJECT 10TH ST	348.75			11/29/22
					PROJECT#: 023266					
	809	06/23	AP	10/28/22	0000000	STETSON BUILDING PRODUCTS LLC ADA WARNING PANELS	7,025.76			11/29/22
					PROJECT#: 023266					
ACCOUNT TOTAL							8,610.01	.00	8,610.01	
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
	810	06/23	AP	11/18/22	0000000	PETERSON CONTRACTORS	149,893.71			11/29/22
					3228-GREENHILL/S MAIN INT					
					PROJECT#: 023228					
ACCOUNT TOTAL							149,893.71	.00	149,893.71	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
	810	06/23	AP	11/18/22	0000000	PETERSON CONTRACTORS	129,256.92			11/29/22
					3171-CEDAR HEIGHTS RECON					
					PROJECT#: 023171					
ACCOUNT TOTAL							129,256.92	.00	129,256.92	
438-1220-431.98-85 CAPITAL PROJECTS / LAKE STREET TRAIL										
	810	06/23	AP	11/17/22	0000000	OWEN CONTRACTING INC.	1,778.79			11/29/22
					3247-LAKE STREET TRAIL					
					PROJECT#: 023247					
ACCOUNT TOTAL							1,778.79	.00	1,778.79	

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 438 2020 BOND FUND									
FUND TOTAL							298,521.29	.00	298,521.29
FUND 439 2022 BOND FUND									
439-1220-431.95-48						BOND FUND PROJECTS / BUNKER GEAR & PASS DEVICE			
839		06/23	AP	11/14/22	0000000	SANDRY FIRE SUPPLY, L.L.C.	244.85		11/29/22
						TURNOUT GEAR KYE RICHTER			
ACCOUNT TOTAL							244.85	.00	244.85
FUND TOTAL							244.85	.00	244.85
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16						CAPITAL PROJECTS / CITY HALL REMODEL			
812		06/23	AP	11/07/22	0000000	NAGLE SIGNS INC.	1,053.56		11/29/22
						3231-CITY HALL REMODEL CITY LOGO COUNCIL CHAMBER			
PROJECT#:					023231				
812		06/23	AP	10/31/22	0000000	EMERGENT ARCHITECTURE	4,507.45		11/29/22
						3231-CITY HALL REMODEL SERVICES THROUGH 10/31/22			
PROJECT#:					023231				
812		06/23	AP	10/31/22	0000000	PETERS CONSTRUCTION CORP.	130,266.89		11/29/22
						3231-CITY HALL REMODEL			
PROJECT#:					023231				
821		06/23	AP	10/25/22	0000000	CDW GOVERNMENT, INC.	939.54		11/29/22
						SERVER RACK RAILS-CITYHLL			
PROJECT#:					023231				
812		06/23	AP	10/17/22	0000000	WILSON RESTAURANT SUPPLY, INC	4,987.65		11/29/22
						3231-CITY HALL REMODEL ICE MAKER/WATER,FILTER			
PROJECT#:					023231				
ACCOUNT TOTAL							141,755.09	.00	141,755.09
FUND TOTAL							141,755.09	.00	141,755.09
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
473-1220-431.98-99						CAPITAL PROJECTS / SIDEWALK SPECIAL ASSESSMT			
810		06/23	AP	11/16/22	0000000	IOWA FLATWORKS	18,683.19		11/29/22
						3293-2022 SIDEWALK ASSESS			
PROJECT#:					023293				
ACCOUNT TOTAL							18,683.19	.00	18,683.19
FUND TOTAL							18,683.19	.00	18,683.19

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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 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										
844		06/23 AP		11/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.90			11/29/22
						HANGING FOLDERS				
844		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.16			11/29/22
						PAPER, PENS AND CALENDAR				
						ACCOUNT TOTAL	14.06	.00		14.06
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
844		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.18			11/29/22
						PAPER, PENS AND CALENDAR				
844		06/23 AP		11/09/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	39.90			11/29/22
						DIVIDER AND BINDERS				
						ACCOUNT TOTAL	71.08	.00		71.08
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
844		06/23 AP		11/17/22	0000000	BLACK HAWK CO SOLID WASTE MGM	1,175.72			11/29/22
						HAZARDOUS WASTE RECYCLING				
827		06/23 AP		11/05/22	0000000	LIBERTY TIRE RECYCLING, LLC	426.24			11/29/22
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	1,601.96	.00		1,601.96
						FUND TOTAL	1,687.10	.00		1,687.10
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
844		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.16			11/29/22
						PAPER, PENS AND CALENDAR				
						ACCOUNT TOTAL	4.16	.00		4.16
552-6655-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
850		06/23 AP		11/17/22	0000000	O'DONNELL ACE HARDWARE	50.37			11/29/22
						WINTER CHOP MITT,				
						LUBE SPRAY				

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6655-436.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES	continued		
850		06/23	AP	09/08/22	0000000	GIERKE-ROBINSON COMPANY, INC.	185.18	11/29/22
						HYDRO FILL LINE SUPPLIES		
					ACCOUNT TOTAL		235.55	235.55
552-6655-436.72-16					OPERATING SUPPLIES / TOOLS			
850		06/23	AP	11/16/22	0000000	MENARDS-CEDAR FALLS	289.99	11/29/22
						POWER WASHER		
					ACCOUNT TOTAL		289.99	289.99
552-6655-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES			
850		06/23	AP	11/08/22	0000000	UNITED RENTALS (NORTH AMERICA	394.00	11/29/22
						4 GAS METER CALIBRATING CYLINDERS		
					ACCOUNT TOTAL		394.00	394.00
552-6655-436.73-05					OTHER SUPPLIES / OPERATING EQUIPMENT			
850		06/23	AP	11/17/22	0000000	CRITERION MANUFACTURING	1,590.00	11/29/22
						17TH ST SEAL WATER PLATES		
850		06/23	AP	11/16/22	0000000	SHERWIN-WILLIAMS COMPANY	314.22	11/29/22
						PAINT FOR LAKEVIEW PUMPS		
					ACCOUNT TOTAL		1,904.22	1,904.22
552-6655-436.73-06					OTHER SUPPLIES / BUILDING REPAIR			
850		06/23	AP	10/31/22	0000000	STETSON BUILDING PRODUCTS LLC	29.56	11/29/22
						DOOR CAULK		
					ACCOUNT TOTAL		29.56	29.56
552-6655-436.73-13					OTHER SUPPLIES / SANITARY SEWERS			
827		06/23	AP	11/08/22	0000000	BENTON'S READY MIX CONCRETE,	225.00	11/29/22
						BOX OUT CONCRETE UNIVER AVE		
809		06/23	AP	11/03/22	0000000	BENTON'S READY MIX CONCRETE,	1,089.00	11/29/22
						BOX OUT CONCRETE ALONG ERIK RD		
827		06/23	AP	11/02/22	0000000	STETSON BUILDING PRODUCTS LLC	420.92	11/29/22
						SONO TUBE FOR BOX OUTS		
					ACCOUNT TOTAL		1,734.92	1,734.92
552-6655-436.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
850		06/23	AP	10/25/22	0000000	CUMMINS SALES AND SERVICE	868.40	11/29/22

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GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 552 SEWER RENTAL FUND										
552-6655-436.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				continued
						CEDAR HEIGHTS TRANSFER SWITCH				
						ACCOUNT TOTAL	868.40	.00	868.40	
552-6655-436.86-12						REPAIR & MAINTENANCE / TOWELS				
850		06/23	AP	11/11/22	0000000	ARAMARK	28.48			11/29/22
						MOPS AND TOWELS				
						ACCOUNT TOTAL	28.48	.00	28.48	
552-6655-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
850		06/23	AP	10/27/22	0000000	BENTON'S SAND & GRAVEL, INC.	12,438.90			11/29/22
						SANITARY SEWER REPAIR				
						PROJECT#: 023297				
						ACCOUNT TOTAL	12,438.90	.00	12,438.90	
552-6665-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
844		06/23	AP	11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.39			11/29/22
						PAPER, PENS AND CALENDAR				
						ACCOUNT TOTAL	10.39	.00	10.39	
552-6665-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
850		06/23	AP	11/16/22	0000000	O'DONNELL ACE HARDWARE	73.44			11/29/22
						17TH ST PLUMBING SUPPLIES				
850		06/23	AP	11/15/22	0000000	MENARDS-CEDAR FALLS	50.14			11/29/22
						WASTEBASKET, GLASS CLEANER				
850		06/23	AP	11/15/22	0000000	O'DONNELL ACE HARDWARE	69.52			11/29/22
						TOILET BRUSH, DEICER, SNOW PUSHER				
850		06/23	AP	11/11/22	0000000	MENARDS-CEDAR FALLS	65.86			11/29/22
						PLUMBING SUPPLIES, BOTTLED WATER, LIME AWAY				
850		06/23	AP	11/09/22	0000000	GRAINGER PARTS	258.25			11/29/22
						HE WATER BATH PUMP				
850		06/23	AP	11/09/22	0000000	GRAINGER PARTS	996.38			11/29/22
						HE WATER BATH PUMP				
						ACCOUNT TOTAL	1,513.59	.00	1,513.59	
552-6665-436.73-36						OTHER SUPPLIES / SAN. LIFT STATION SUPP.				
850		06/23	AP	11/16/22	0000000	MENARDS-CEDAR FALLS	671.90			11/29/22
						LS WINTERIZER				
850		06/23	AP	11/09/22	0000000	GRAINGER PARTS	88.66			11/29/22
						17TH STREET SEAL WATER				

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FUND 552 SEWER RENTAL FUND										
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.							continued			
ACCOUNT TOTAL							760.56	.00	760.56	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING										
850		06/23	AP	10/31/22	0000000	TESTAMERICA LABORATORIES, INC LAB ANALYSIS	1,127.50			11/29/22
ACCOUNT TOTAL							1,127.50	.00	1,127.50	
FUND TOTAL							21,340.22	.00	21,340.22	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
810		06/23	AP	11/07/22	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL PENS	.58			11/29/22
ACCOUNT TOTAL							.58	.00	.58	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
827		06/23	AP	11/09/22	0000000	BENTON'S READY MIX CONCRETE, AND STATE	858.00			11/29/22
827		06/23	AP	11/04/22	0000000	STETSON BUILDING PRODUCTS LLC ADA WARNING PANELS FROM SINK INTAKE	751.74			11/29/22
809		06/23	AP	11/03/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE	270.00			11/29/22
809		06/23	AP	11/02/22	0000000	BENTON'S READY MIX CONCRETE, CONCRETE	315.00			11/29/22
809		06/23	AP	10/31/22	0000000	BMC AGGREGATES L.C. EROSION STONE	71.90			11/29/22
ACCOUNT TOTAL							2,266.64	.00	2,266.64	
FUND TOTAL							2,267.22	.00	2,267.22	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
836		06/23	AP	10/25/22	0000000	CDW GOVERNMENT, INC. DOCKING STN STEPHANIE H.	285.04			11/29/22
ACCOUNT TOTAL							285.04	.00	285.04	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.81-70						PROFESSIONAL SERVICES / CONTRACT SERVICES				
836		06/23 AP		11/15/22	0000000	OAKLAND CORPORATION	3,500.00			11/29/22
						LASERFICHE BLOCK OF HOURS				
821		06/23 AP		10/31/22	0000000	MARCO TECHNOLOGIES LLC NW7128	6,000.00			11/29/22
						CYBER SECURITY ASSESSMENT				
						ACCOUNT TOTAL	9,500.00	.00	9,500.00	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
836		06/23 AP		11/18/22	0000000	ALADTEC INC	3,354.00			11/29/22
						ALADTEC ANNL SUBSCRIPTION 1/1-12/31/23				
859		06/23 AP		11/18/22	0000000	IP PATHWAYS, LLC	13,216.24			11/29/22
						CARBON BLACK SUBSCRIPTION				
						ACCOUNT TOTAL	16,570.24	.00	16,570.24	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
821		06/23 AP		11/03/22	0000000	IP PATHWAYS, LLC	6,420.00			11/29/22
						DR AS A SERV.2ND YRLYTEST				
821		06/23 AP		10/31/22	0000000	IP PATHWAYS, LLC	5,969.92			11/29/22
						DR AS A SERVICE MONTHLY BILLING OCT. 2022				
						ACCOUNT TOTAL	12,389.92	.00	12,389.92	
						FUND TOTAL	38,745.20	.00	38,745.20	
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				
844		06/23 AP		11/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.43			11/29/22
						PAPER, PENS AND CALENDAR				
						ACCOUNT TOTAL	11.43	.00	11.43	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
809		06/23 AP		11/07/22	0000000	CONSOLIDATED ENERGY COMPANY	750.72			11/29/22
						GREENWOOD CEMETERY GAS				
844		06/23 AP		11/07/22	0000000	NORTHLAND PRODUCTS CO.	3,348.00			11/29/22
						55 GALLON DRUM 2200 TECH VEHICLE STORAGE				
844		06/23 AP		11/07/22	0000000	NORTHLAND PRODUCTS CO.	2,685.55			11/29/22
						55 GALLON DRUM 1500 BLUFF VEHICLE STORAGE				
844		06/23 AP		11/07/22	0000000	NORTHLAND PRODUCTS CO.		44.00		11/29/22
						DRUM RETURN CREDIT				

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued			
844		06/23	AP	11/07/22	0000000	NORTHLAND PRODUCTS CO. USED OIL PICK UP	164.50		11/29/22
809		06/23	AP	10/31/22	0000000	AIRGAS USA, LLC WELDING GAS	72.63		11/29/22
ACCOUNT TOTAL							7,021.40	44.00	6,977.40
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
827		06/23	AP	11/07/22	0000000	MENARDS-CEDAR FALLS ROUTEWARE INSTALLS	21.96		11/29/22
809		06/23	AP	11/04/22	0000000	MENARDS-CEDAR FALLS A/V CABLE FOR ROUTEWEAR	14.98		11/29/22
809		06/23	AP	07/12/22	0000000	ARNOLD MOTOR SUPPLY MOWER BELT	17.99		11/29/22
ACCOUNT TOTAL							54.93	.00	54.93
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
844		06/23	AP	11/14/22	0000000	C & C WELDING & SANDBLASTING DOOR REPAIR ON #382	347.43		11/29/22
844		06/23	AP	08/01/22	0000000	D & D TIRE INC. #544 PW TIRES	970.00		11/29/22
ACCOUNT TOTAL							1,317.43	.00	1,317.43
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
809		06/23	AP	11/09/22	0000000	BLACK HAWK RENTAL CEMETERY TRAILER VM 00643	11,100.00		11/29/22
ACCOUNT TOTAL							11,100.00	.00	11,100.00
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
844		06/23	AP	11/16/22	0000000	KOLOR TEK IOWA LLC #2111 REMOVED DECALS BUFFED PAINT	300.00		11/29/22
ACCOUNT TOTAL							300.00	.00	300.00
FUND TOTAL							19,805.19	44.00	19,761.19

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GROUP	PO	ACCTG	---TRANSACTION---						CURRENT
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								
GRAND TOTAL							1,185,219.42	61.12	1,185,158.30