



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, FEBRUARY 15, 2021
7:00 PM AT CITY HALL**

The meeting will also be accessible via video conference and the public may access/participate in the meeting in the following ways:

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

- 1. Regular Meeting of February 1, 2021.

Agenda Revisions

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

Special Order of Business

- 2. Public hearing on the proposed FY2022 Budget for the City of Cedar Falls.
 - a) Receive and file proof of publication of notice of hearing. (Notice published February 3, 2021)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the FY2022 Budget for the City of Cedar Falls.
- 3. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2021 Sanitary Sewer Rehabilitation Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published February 5, 2021)
 - b) Written communications filed with the City Clerk.

- c) Staff comments.
- d) Public comments.
- e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2021 Sanitary Sewer Rehabilitation Project.

4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project - Phase II.

a) Receive and file proof of publication of notice of hearing. (Notice published February 5, 2021)

b) Written communications filed with the City Clerk.

c) Staff comments.

d) Public comments.

e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project - Phase II.

Old Business

5. Pass Ordinance #2984, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, upon its second consideration.

6. Pass Ordinance #2985, amending Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, upon its second consideration. (contingent upon approval of previous ordinance)

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

8. Pass Ordinance #2986, amending Chapter 2, Administration, of the Code of Ordinances relative to Applicability of Robert's Rules of Order, upon its second consideration.

9. Resolution approving and adopting the FY2022 City Council Goals, Work Program, and Short-Term Financial Plan.

New Business

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

10. Receive and file the following resignations of members from Boards and Commissions:

a) Nicole Winther, Human Rights Commission.

b) Evan Renfro, Human Rights Commission.

11. Receive and file the Committee of the Whole minutes of February 1, 2021 relative to the following item:

a) Main Street Traffic Study.

12. Resolution approving and authorizing submission of the Iowa Certified Local Government (CLG) 2020 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa.

13. Approve the following applications for beer permits and liquor licenses:

a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.

b) College Square Cinema, 6301 University Avenue, Special Class C liquor - renewal.

- c) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- d) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.

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

- [14.](#) Resolution approving and authorizing execution of a Proposal for Retained Exclusive Search Services with The Overture Group, LLC for recruitment services relative to the position of Principal Engineer.
- [15.](#) Resolution approving and authorizing execution of a Plan Change Amendment with iSolved Benefit Services to incorporate Consolidated Appropriations Act (CAA) allowances into the City's Cafeteria Benefits Plan Document.
- [16.](#) Resolution approving and authorizing execution of a 28E Agreement for Alcohol Enforcement with the Iowa Alcoholic Beverages Division.
- [17.](#) Resolution approving and authorizing execution of a Service Agreement with Benchmark Solutions LLC, dba Benchmark Analytics LLC, for police training management software.
- [18.](#) Resolution approving the final plat of The Arbors Fourth Addition.
- [19.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a tandem axle dump truck.
- [20.](#) Resolution approving and authorizing execution of a Third Amendment to Storm Water Maintenance and Repair Agreement and Permanent Easement and a Storm Water Maintenance and Repair Agreement with Midwest Development Co. relative to a post-construction stormwater management plan for The Arbors Fourth Addition.
- [21.](#) Resolution approving and accepting completion of public improvements in The Arbors Fourth Addition.
- [22.](#) Resolution approving and authorizing execution of a License Agreement with MidAmerican Energy Company relative to installing an electrical distribution system within the Cedar Heights Drive and Katoski Drive right-of-way.
- [23.](#) Resolution approving and authorizing execution of a Sturgis Falls Celebration Agreement for Use of City Parks and Services with Sturgis Falls Celebration, Inc., and approving Public Event Permits for Live-to-9 and Cedar Basin Music Festival.
- [24.](#) Resolution setting March 1, 2021 as the date of public hearing on a proposed lease agreement with the Cedar Falls Municipal Band relative to the Overman Park Band Shell.
- [25.](#) Resolution setting March 1, 2021 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to adaptive re-use of institutional buildings.

Allow Bills and Claims

- [26.](#) Allow Bills and Claims of February 15, 2021.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, FEBRUARY 1, 2021
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:01 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Kruse, Harding, Darrah, Sires, Dunn. Absent: None.
- 53180 - It was moved by Miller and seconded by Kruse that the minutes of the Regular Meeting of January 19, 2021 be approved as presented and ordered of record. Motion carried unanimously.
- 53181 - The Mayor then asked if there were any agenda revisions. City Clerk Danielsen noted that agenda item 4 should read (Contingent upon approval of Ordinance #2981).
- 53182 - Mayor announced that in accordance with the public notice of January 21, 2021, this was the time and place for a public hearing on the proposed maximum levy for affected property tax levies for FY2022. It was then moved by Kruse and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53183 - The Mayor then asked if there were any written communications filed to the proposed maximum levy. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a brief summary of the proposed levy. Following a comment by T.J. Frein, 1319 Austin Way, the Mayor declared the hearing closed and passed to the next order of business.
- 53184 - It was moved by Darrah and seconded by Miller that Resolution #22,232, approving and adopting the maximum levy for affected property tax levies for FY2022, 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,232 duly passed and adopted.
- 53185 - It was moved by Kruse and seconded by Harding that Ordinance #2981, amending Chapter 6, Animals, of the Code of Ordinances relative to permitting poultry in residential areas, be passed upon its second consideration. Community Development Director Sheetz provided a brief summary of the proposed staff changes. Following questions and comments by Councilmembers deBuhr, Miller and Kruse and responses by Community Development Director Sheetz and City Attorney Rogers, it was moved by Kruse to remove Sections 6-

304 and 6-305. Following comments by Mayor Green, the motion failed for lack of a second. It was then moved by Harding and seconded by Kruse to amend the ordinance to incorporate staff recommendations. The motion to amend carried 5-2, with deBuhr and Sires voting Nay. Following due consideration by the Council, the Mayor put the question on the motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: deBuhr, Sires. Motion carried for passage of new Ordinance #2984 upon its first consideration.

53186 - It was moved by Kruse and seconded by Miller that Ordinance #2982, amending Chapter 6, Animals, of the Code of Ordinances relative to establishing regulations for rear yard poultry in residential areas, be passed upon its second consideration. It was then moved by Kruse and seconded by Miller to amend the ordinance to incorporate staff recommendations. The motion to amend carried 5-2, with deBuhr and Sires voting Nay. Following due consideration by the Council, the Mayor put the question on the motion as amended and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, Kruse, Harding, Darrah. Nay: deBuhr, Sires. Motion carried for passage of new Ordinance #2985 upon its first consideration.

53187 - Following a comment by Mayor Green and consensus among City Councilmembers, consideration of Ordinance #2983, amending Chapter 15, Nuisances, of the Code of Ordinances relative to keeping poultry in residential areas, was withdrawn until the next Council meeting to stay consistent with the two previous ordinances.

53188 - It was moved by Harding and seconded by Miller that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file Mayor's Monthly Report for January 2021.

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

a) David Kivett, Human Rights Commission, term ending 7/1/2022.

Receive and file the Work Session minutes of the January 19, 2021 relative to the following item:

a) Administrative Policy No. 7.

Receive and file the Committee of the Whole minutes of January 19, 2021 relative to the following items:

a) Community Development Block Grant (CDBG) Sidewalk Infill Project.
b) FY22 Budget Presentation.

Receive and file Departmental Monthly Reports of December, 2020.

Receive and file communications from the Civil Service Commission relative to certified lists for the following positions:

a) Engineering Technician I.
b) Maintenance Worker.

c) Wastewater Treatment Operator I.

Approve a request for a temporary sign at 3619 Carlton Drive on February 7, 2021.

Approve the application of Tobacco Outlet Plus #561, 4116 University Avenue, Units 104-105, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

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

Motion carried unanimously.

53189 - It was moved by Kruse and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,233, levying a final assessment for costs incurred by the City to mow the property located at 412 North Ellen Street.

Resolution #22,234, levying a final assessment for costs incurred by the City to mow the property located at 1122 West 22nd Street.

Resolution #22,235, levying a final assessment for costs incurred by the City to clean up the property located at 2413 Olive Street.

Resolution #22,236, approving and authorizing execution of the renewal of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.

Resolution #22,237, approving and adopting the State of Iowa Community Development Block Grant Coronavirus Duplication of Benefits Policies and Procedures relative to Community Development Block Grant (CDBG-CV2) CARES Act funding.

Resolution #22,238, approving and authorizing execution of Service/Product Agreement with the Iowa Northland Regional Council of Governments (INRCOG) for project delivery relative to Community Development Block Grant (CDBG-CV2) CARES Act funding.

Resolution #22,239, approving and authorizing execution of a Second Amendment to Professional Service Agreement with Iowa Northland Regional

Council of Governments (INRCOG) relative to Grant Administration and Technical Services for Community Development Block Grant (CDBG-CV3) funding relative to the CARES Act.

Resolution #22,240, approving and authorizing execution of an Agreement for Professional Services with Operation Threshold for Community Development Block Grant (CDBG-CV3) funding relative to the CARES Act.

Resolution #22,241, approving a Mixed Use (MU) Residential Zoning District site plan for construction of a senior living facility to be located on Lot 6 of Pinnacle Prairie Commercial South - Phase III, Second Addition.

Resolution #22,242, approving the final plat of Pinnacle Prairie Commercial South Phase III, Second Addition.

Resolution #22,243, approving and authorizing execution of a Contract for Completion of Improvements with Oster Family Limited Partnership, and approving an Escrow Agreement relative to the reconfiguration of Goldenrod Way.

Resolution #22,244, approving and authorizing execution of a Contract for Completion of Improvements with Oster Family Limited Partnership, and approving an Escrow Agreement relative to the roundabout landscaping at Prairie Parkway and Prairie View Road.

Resolution #22,245, approving and authorizing execution of an Assignment of Maintenance and Repair Agreement from Sulentic-Fischels to Arabella, LLC relative to a post-construction stormwater management plan for 200 West 1st Street.

Resolution #22,246, approving and accepting completion of public improvements in Western Home Communities Ninth Addition.

Resolution #22,247, approving and authorizing execution of Supplemental Agreement No. 3 to the Professional Service Agreement with Snyder & Associates, Inc. relative to the Union Road Recreational Trail Project – West 12th Street to West 27th Street.

Resolution #22,248, approving and authorizing execution of a Professional Service Agreement with Snyder & Associates, Inc. for design services relative to the Cyber Lane Extension Project.

Resolution #22,249, approving and authorizing execution of a Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the Lake Street Trail Project.

Resolution #22,250, setting February 15, 2021 as the date of public hearing on the proposed FY22 Budget for the City of Cedar Falls.

Resolution #22,251, receiving and filing, and setting February 15, 2021 as the date of public hearing on the proposed plans, specifications, form of contract &

estimate of cost for the 2021 Sanitary Sewer Rehabilitation Project.

- . Resolution #22,252, receiving and filing, and setting February 15, 2021 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Downtown Streetscape and Reconstruction Project - Phase II.

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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolutions #22,233 through #22,252 duly passed and adopted.

- 53190 - It was moved by Kruse and seconded by Harding that a Resolution approving and adopting the FY2022 City Council Goals, Work Program and Short-Term Financial Plan, be adopted. Following comments by Councilmembers deBuhr and Kruse, and responses by Mayor Green, it was moved by Kruse to amend the document to include only items discussed by Councilmembers during the goal setting sessions. Motion failed for lack of a second. Following comments by Councilmembers Harding, deBuhr, Miller, Kruse, Darrah, Harding and Dunn, and responses by Mayor Green, it was moved by Harding and seconded by Miller to call the question. Motion carried 6-1, with Kruse voting Nay. Following due consideration by the Council, the Mayor put the question on the original motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Harding, Darrah. Nay: Miller, deBuhr, Kruse and Sires. Motion failed.
- 53191 - It was moved by Harding and seconded by Miller that Resolution #22,253, approving and adopting amendments to Administrative Policy No. 7, City Council Meeting Procedures, be adopted. Following comments by Rick Sharp, 1623 Birch Street, questions and comments by Councilmembers Dunn, Harding and Sires, and responses by Mayor Green and City Attorney Rogers, it was moved by Sires and seconded by Harding to amend the motion to include 3 minutes of public forum at the end of the meeting. Following a comment by Councilmember Kruse and response by Mayor Green, it was moved by Kruse and seconded by deBuhr to amend the motion to amend to limit the public forum and the end of the meeting to be germane to items on the agenda. The motion to amend the motion to amend carried 6-1, with Miller voting Nay. Following questions by Councilmembers Harding and Miller, response by Mayor Green, and comments by T.J. Frein, 1319 Austin Way, and Jim Skaine, 2215 Clay Street, the Mayor put the question on the amended motion. Motion failed 2-5, with Dunn, Miller, deBuhr, Kruse and Darrah voting Nay. Following questions by Councilmembers Miller and deBuhr and response by Mayor Green and City Attorney Rogers, the Mayor put the question on the original motion, and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,253 duly passed and adopted.
- 53192 - It was moved by deBuhr and seconded by Harding that Resolution #22,254, approving and adopting the recommendation of the Parks & Recreation

Commission relative to a Recreation Fee Schedule to become effective March 1, 2021, be adopted. Following a question by Councilmember Harding and response by 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, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried. The Mayor then declared Resolution #22,254 duly passed and adopted.

- 53193 - It was moved by Harding and seconded by Miller that the rules requiring an ordinance amending Chapter 2, Administration, of the Code of Ordinances relative to Applicability of Robert's Rules of Order, to be considered at three separate meetings, be suspended. Following comments by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, deBuhr, Harding, Darrah. Nay: Kruse, Sires. Motion failed due to at least six aye votes being required.

It was then moved by deBuhr and seconded by Harding that Ordinance #2986, amending Chapter 2, Administration, of the Code of Ordinances relative to Applicability of Robert's Rules of Order, be passed upon its first 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: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried

- 53194 - It was moved by Kruse and seconded by Miller that the bills and payroll of February 1, 2021 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Sires, Dunn, Miller, deBuhr, Kruse, Harding, Darrah. Nay: None. Motion carried.

- 53195 - It was moved by Kruse and seconded by Sires to refer to the Committee of the Whole development of uniform standards for participants in the Sturgis Falls events. Following questions and comments by Councilmembers Harding, Kruse and Miller, and responses by Mayor Green, the motion failed 2-5, with Dunn, Miller, deBuhr, Harding and Darrah voting Nay.

It was then moved by Miller and seconded by Darrah that city staff develop a task force to work with the Human Rights Commission. Following comments by Councilmembers Darrah, Harding and Miller, and responses by Mayor Green, the motion carried unanimously.

- 53196 - Councilmember Sires requested that the City clear the sidewalk/trail on South Main Street from Greenhill Road to the Paw Park.

- 53197 - City Administrator Gaines announced the City will be working with the College Hill Partnership and Community Main Street on a campaign regarding the end of the paid parking suspension on March 31, 2021, and that any extension must be

decided by March 1, 2021 to allow adequate time for preparations.

Public Works Director Schrage provided information about the snow emergency in effect in the Downtown and College Hill areas from Tuesday night until Wednesday morning to allow for snow removal in those areas.

- 53198 - Andrew Shroll, 930 Newman Avenue, spoke on behalf of the Bicycle and Pedestrian Advisory Committee regarding the inclusion of bike trails in the Main Street reconstruction project.

Councilmember Dunn responded to a request for clarification by Rick Sharp, 1623 Birch Street, on the previous vote regarding Administrative Policy 7. Finance & Business Operations Director Rodenbeck responded to a question by Mr. Sharp regarding the exclusion of payroll from the meeting materials.

Jim Skaine, 2215 Clay Street, requested that documentation for each agenda item be displayed on the screen, and then he commented about using the term germane.

Mayor Green commented on decorum for public debate and participation in public session.

- 53199 - It was moved by Kruse and seconded by Darrah to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, following Public Forum. Upon call of the roll, the following named Councilmembers voted. Aye: Dunn, Miller, deBuhr, Kruse, Harding, Darrah, Sires. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 9:14 P.M.

Mayor Green reconvened the Council Meeting at 9:37 P.M. and stated that Property Acquisition had been discussed but that no further action was required at this time.

- 53200 - It was moved by Darrah and seconded by Kruse that the meeting be adjourned at 9:38 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 9, 2021
SUBJECT: FY2022 Budget

Attached are the state budget forms for the FY22 budget. This sets the \$11.38 rate that was presented at the Committee of the Whole meeting on January 19th and the total budget amount of \$101,752,860 that the hearing was set for on February 1st. This hearing is the second hearing as required by the new state requirements. This hearing actually approves the FY22 budget. The budget, as proposed will cause a 1.98% increase on residential properties, a .44% decrease on commercial & industrial properties, and a 5.68% decrease on multi-residential properties.

The complete budget document was included in the council packet for the February 1st council meeting and therefore is not included again in this packet. Once the budget is formally approved, new books will be printed and published on our website.

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

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2021 - June 30, 2022

Item 2.

The City of: CEDAR FALLS

The City Council will conduct a public hearing on the proposed budget as follows:

Location: Council Chamber in City Hall, 220 Clay Street, Cedar Falls, Iowa. To protect against the spread of COVID-19, said meeting may be conducted via videoconference and directions on how to participate in the meeting will be included in the meeting agenda Meeting Date: 2/15/2021 Meeting Time: 07:00 PM

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

The estimated Total tax levy rate per \$1000 valuation on regular property	11.38273
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00363

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

Phone Number
(319) 273-8600

City Clerk/Finance Officer's NAME
Jennifer Rodenbeck

		Budget FY 2022	Re-estimated FY 2021	Actual FY 2020
Revenues & Other Financing Sources				
Taxes Levied on Property	1	22,430,012	22,527,254	21,194,753
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	22,430,012	22,527,254	21,194,753
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	6,646,260	3,708,431	2,823,328
Other City Taxes	6	5,709,508	6,956,840	6,040,232
Licenses & Permits	7	1,036,000	1,036,018	943,024
Use of Money and Property	8	1,442,800	2,115,184	2,751,157
Intergovernmental	9	14,460,070	14,034,693	13,932,387
Charges for Fees & Service	10	14,166,550	13,159,401	12,940,352
Special Assessments	11	0	0	16,833
Miscellaneous	12	767,540	4,154,682	3,024,572
Other Financing Sources	13	2,133,000	3,602,719	34,300
Transfers In	14	13,336,350	10,010,440	11,770,817
Total Revenues and Other Sources	15	82,128,090	81,305,662	75,471,755
Expenditures & Other Financing Uses				
Public Safety	16	13,199,520	12,608,501	12,403,129
Public Works	17	21,398,500	13,737,272	13,103,301
Health and Social Services	18	45,000	232,000	208,426
Culture and Recreation	19	7,985,710	8,135,212	7,087,937
Community and Economic Development	20	3,127,200	3,108,916	2,754,259
General Government	21	5,469,310	6,118,610	4,943,296
Debt Service	22	1,062,100	955,710	1,779,753
Capital Projects	23	24,751,410	19,055,211	12,819,671
Total Government Activities Expenditures	24	77,038,750	63,951,432	55,099,772
Business Type / Enterprises	25	11,377,760	9,089,340	10,054,242
Total ALL Expenditures	26	88,416,510	73,040,772	65,154,014
Transfers Out	27	13,336,350	10,010,440	11,770,817
Total ALL Expenditures/Transfers Out	28	101,752,860	83,051,212	76,924,831
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-19,624,770	-1,745,550	-1,453,076
Beginning Fund Balance July 1	30	87,695,662	89,441,212	90,894,288
Ending Fund Balance June 30	31	68,070,892	87,695,662	89,441,212

Adopted On: (entered upon proposal) Resolution:

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

		With Gas & Electric		Without Gas & Electric		City Number: 07-046 Last Official Census: 39,260
Regular	2a	1,964,300,512	2b	1,960,696,679		
DEBT SERVICE	3a	2,190,121,584	3b	2,186,517,751		
Ag Land	4a	6,397,252				

TAXES LEVIED

Purpose	Dollar Limit	ENTER FIRE DISTRICT RATE BELOW		Request with Utility Replacement	Property Taxes Levied		Rate
Regular General levy	8.10000			5	15,910,834	15,881,643	43 8.10000
Non-Voted Other Permissible Levies							
Contract for use of Bridge	0.67500			6		0	44 0.00000
Opr & Maint publicly owned Transit	0.95000			7	442,820	442,000	45 0.22543
Rent, Ins. Maint of Civic Center	Amt Nec			8		0	46 0.00000
Opr & Maint of City owned Civic Center	0.13500			9		0	47 0.00000
Planning a Sanitary Disposal Project	0.06750			10		0	48 0.00000
Aviation Authority (under sec.330A.15)	0.27000			11		0	49 0.00000
Levee Impr. fund in special charter city	0.06750			13		0	51 0.00000
Liability, property & self insurance costs	Amt Nec			14	125,020	124,798	52 0.06365
Support of a Local Emerg.Mgmt.Comm.	Amt Nec			462	539,730	538,741	465 0.27477
Voted Other Permissible Levies							
Instrumental/Vocal Music Groups	0.13500			15	35,000	34,940	53 0.01782
Memorial Building	0.81000			16		0	54 0.00000
Symphony Orchestra	0.13500			17		0	55 0.00000
Cultural & Scientific Facilities	0.27000			18		0	56 0.00000
County Bridge	As Voted			19		0	57 0.00000
Missi or Missouri River Bridge Const.	1.35000			20		0	58 0.00000
Aid to a Transit Company	0.03375			21		0	59 0.00000
Maintain Institution received by gift/devise	0.20500			22		0	60 0.00000
City Emergency Medical District	1.00000			463		0	466 0.00000
Support Public Library	0.27000			23	530,351	529,368	61 0.26999
Unified Law Enforcement	1.50000			24		0	62 0.00000
Total General Fund Regular Levies (5 thru 24)				25	17,583,755	17,551,490	
Ag Land	3.00375			26	19,215	19,215	63 3.00363
Total General Fund Tax Levies (25 + 26)				27	17,602,970	17,570,705	
Special Revenue Levies							
Emergency (if general fund at levy limit)	0.27000			28		0	64 0.00000
Police & Fire Retirement	Amt Nec			29	1,699,310	1,696,199	0.86510
FICA & IPERS (if general fund at levy limit)	Amt Nec			30	1,506,940	1,504,168	0.76716
Other Employee Benefits	Amt Nec			31	976,150	974,368	0.49695
Total Employee Benefit Levies (29,30,31)				32	4,182,400	4,174,735	65 2.12921
Sub Total Special Revenue Levies (28+32)				33	4,182,400	4,174,735	
As Req		With Gas & Elec Valuation	Without Gas & Elec Valuation				
SSMID 1		1,182,560	1,182,560	34	4,600	4,600	66 3.88987
SSMID 2		7,254,261	7,254,261	35	19,950	19,950	67 2.75011
SSMID 3		0	0	36		0	68 0.00000
SSMID 4		0	0	37		0	69 0.00000
SSMID 5		0	0	555		0	565 0.00000
SSMID 6		0	0	556		0	566 0.00000
SSMID 7		0	0	1177		0	1179 0.00000
SSMID 8		0	0	1185		0	1187 0.00000
Total Special Revenue Levies				39	4,206,950	4,199,285	
Debt Service Levy 76.10(6)	Amt Nec			40	661,100	660,022	70 0.30186
Capital Projects (Capital Improv. Reserve)	0.67500			41		0	71 0.00000
Total Property Taxes (27+39+40+41)				42	22,471,020	22,430,012	72 11.38273

(Signature)

(Date)

(County Auditor)

(Date)

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

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

Meeting Date: 2/1/2021 **Meeting Time:** 07:00 PM **Meeting Location:** City Hall, 220 Clay Street, Cedar Falls, Iowa

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

City Website (if available)
 www.cedarfalls.com

City Telephone Number
 (319) 273-8600

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

Explanation of significant increases in the budget:
 Not Applicable, since there is a decrease in the tax levy.

If applicable, the above notice also available online at:
 cedarfalls.com; <https://www.facebook.com/citycf>; <https://twitter.com/CityCF>; https://www.instagram.com/cedar_falls_iowa/

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

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

Commercial & Industrial Replacement Claim Estimation

City Name: CEDAR FALLS

Fiscal Year July 1, 2021 - June 30, 2022

This sheet has been designed to allow each city to estimate the amount of property tax reimbursement that will be received from the State for each fund.

	Commercial - Non-TIF	Commercial - TIF	Industrial - Non-TIF	Industrial - TIF
Taxable	1	424,169,063	167,283,102	26,524,529
100% Assessed	2	487,628,495	169,540,571	32,200,720
REPLACEMENT				
General Fund	3		0	REVENUES, LINE 18
Special Fund	4		0	REVENUES, LINE 18
Debt Fund	5		0	REVENUES, LINE 18
Capital Reserve Fund	6		0	REVENUES, LINE 18
REPLACEMENT PAYMENT PERCENTAGE				
Beginning in FY 2021-2022, the amount of commercial & industrial replacement payments paid by the State of Iowa to local governments becomes limited by the total amount of payments made in FY 2016-2017. This limitation of total dollars available for repayment of commercial & industrial replacement claims may cause all payments to local governments to be pro-rated. The amount of proration necessary for the budget year will not be known until August, but the dropdown below will allow the estimated commercial & industrial replacement payments to be reduced by a selected proration percentage.				
To reduce that estimated amount of commercial & industrial replacement payment budgeted for the coming fiscal year, complete an estimation of the replacement payment above. Once complete, select a proration percentage from the list below. The proration percentage will limit the amount of estimated replacement payment budgeted. This will hopefully prevent an over estimation in the budget year revenues.				
Proration Percentage				
0%				
Please input the amount of revenue being received from any grants or reimbursements from the State of Iowa, excluding the replacement amounts on lines 3 through 6 above. Separate the revenues by fund receiving the money.				
Other State Grants & Reimbursements	General	Special Revenue	TIF Sp. Revenue	Debt Service
	184,000			Capital Projects
				Proprietary

Commercial & Industrial Replacement Claim Estimation

City Name: CEDAR FALLS

Fiscal Year July 1, 2021 - June 30, 2022

				Commercial - Reg	Industrial - Reg	Replacement
Special Fund - Total All SSMIDS						
SSMID 1			1			0
	Taxable		2	987,164	30,799	
	Assessed		3	7,391,653	230,615	
SSMID 2			4	6,202,223	0	0
	Assessed		5	7,133,929	0	0
SSMID 3			6	0	0	0
	Taxable		7	0	0	0
	Assessed		8	0	0	0
SSMID 4			9	0	0	0
	Taxable		10	0	0	0
	Assessed		11	0	0	0
SSMID 5			12	0	0	0
	Taxable		13	0	0	0
	Assessed		14	0	0	0
SSMID 6			15	0	0	0
	Taxable		16	0	0	0
	Assessed		17	0	0	0

FUND BALANCE

City Name: CEDAR FALLS
Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2020									
Beginning Fund Balance July 1	1 11,217,417	41,955,824	0	528,853	19,370,206	0	73,072,300	17,821,988	90,894,288
Actual Revenues Except Beg Balance	2 26,325,683	18,319,879	2,896,815	1,884,146	13,912,661	0	63,339,184	12,132,571	75,471,755
Actual Expenditures Except End Balance	3 26,434,863	17,919,912	2,896,815	1,779,753	16,365,630	0	65,396,973	11,527,858	76,924,831
Ending Fund Balance June 30	4 11,108,237	42,355,791	0	633,246	16,917,237	0	71,014,511	18,426,701	89,441,212
Re-Estimated FY 2021									
Beginning Fund Balance	5 11,108,237	42,355,791	0	633,246	16,917,237	0	71,014,511	18,426,701	89,441,212
Re-Est Revenues	6 27,267,603	23,678,052	3,708,431	936,807	13,814,242	0	69,405,135	11,900,527	81,305,662
Re-Est Expenditures	7 27,267,603	21,346,237	3,708,431	955,710	19,055,211	0	72,333,192	10,718,020	83,051,212
Ending Fund Balance	8 11,108,237	44,687,606	0	614,343	11,676,268	0	68,086,454	19,609,208	87,695,662
Budget FY 2022									
Beginning Fund Balance	9 11,108,237	44,687,606	0	614,343	11,676,268	0	68,086,454	19,609,208	87,695,662
Revenues	10 27,608,920	19,160,490	6,646,260	862,100	15,904,880	0	70,182,650	11,945,440	82,128,090
Expenditures	11 27,608,920	28,290,570	6,646,260	1,062,100	25,151,410	0	88,759,260	12,993,600	101,752,860
Ending Fund Balance	12 11,108,237	35,557,526	0	414,343	2,429,738	0	49,509,844	18,561,048	68,070,892

LOCAL EMC SUPPORT

City Name: CEDAR FALLS

Fiscal Year July 1, 2021 - June 30, 2022

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.	0	0
Support of a Local Emerg.Mgmt.Comm.	539,730	538,741
TOTAL FOR FY 2022	539,730	538,741

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 1

City Name: CEDAR FALLS
Fiscal Year July 1, 2020 - June 30, 2021

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY									
Police Department/Crime Prevention	1 5,807,460	1,022,018						6,829,478	6,442,959
Jail	2							0	0
Emergency Management	3 447,770							447,770	52,557
Flood Control	4							0	0
Fire Department	5 3,700,160	606,688						4,306,848	4,827,241
Ambulance	6							0	0
Building Inspections	7 866,405							866,405	895,835
Miscellaneous Protective Services	8							0	0
Animal Control	9 120,000							120,000	119,011
Other Public Safety	10 38,000							38,000	65,526
TOTAL (lines 1 - 10)	11 10,979,795	1,628,706				0		12,608,501	12,403,129
PUBLIC WORKS									
Roads, Bridges, & Sidewalks	12	11,816,886						11,816,886	11,271,888
Parking - Meter and Off-Street	13	325,253						325,253	274,186
Street Lighting	14							0	0
Traffic Control and Safety	15							0	0
Snow Removal	16							0	0
Highway Engineering	17 1,595,133							1,595,133	1,557,227
Street Cleaning	18							0	0
Airport (if not Enterprise)	19							0	0
Garbage (if not Enterprise)	20							0	0
Other Public Works	21							0	0
TOTAL (lines 12 - 21)	22 1,595,133	12,142,139				0		13,737,272	13,103,301
HEALTH & SOCIAL SERVICES									
Welfare Assistance	23							0	0
City Hospital	24		219,000					219,000	195,426
Payments to Private Hospitals	25							0	0
Health Regulation and Inspection	26 13,000							13,000	13,000
Water, Air, and Mosquito Control	27							0	0
Community Mental Health	28							0	0
Other Health and Social Services	29							0	0
TOTAL (lines 23 - 29)	30 13,000	219,000				0		232,000	208,426
CULTURE & RECREATION									
Library Services	31 2,016,345							2,016,345	1,902,857
Museum, Band and Theater	32 499,458							499,458	477,445
Parks	33 1,920,763							1,920,763	1,543,585
Recreation	34 1,616,960	1,037,500						2,654,460	1,973,853
Cemetery	35 333,847							333,847	313,813
Community Center, Zoo, & Marina	36	44,334						44,334	61,517
Other Culture and Recreation	37	666,005						666,005	814,867
TOTAL (lines 31 - 37)	38 6,387,373	1,747,839				0		8,135,212	7,087,937

RE-ESTIMATED EXPENDITURES SCHEDULE PAGE 2

City Name: CEDAR FALLS
Fiscal Year July 1, 2020 - June 30, 2021

	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
GOVERNMENT ACTIVITIES CONT.									
COMMUNITY & ECONOMIC DEVELOPMENT									
39		211,276						211,276	206,211
40								0	0
41		1,768,176						1,768,176	1,854,699
42	810,523							810,523	592,773
43	318,941							318,941	100,576
44								0	0
45	1,129,464	1,979,452	0			0		3,108,916	2,754,259
GENERAL GOVERNMENT									
46	813,387							813,387	627,945
47	1,393,606							1,393,606	1,207,302
48								0	39,022
49	543,415							543,415	524,536
50	996,280							996,280	726,732
51	254,010							254,010	237,720
52	1,515,270	602,642						2,117,912	1,580,039
53	5,515,968	602,642	0			0		6,118,610	4,943,296
54				955,710				955,710	1,779,753
55					4,610,691			4,610,691	12,819,671
56					14,444,520			14,444,520	0
57	0	0	0		19,055,211	0		19,055,211	12,819,671
58	25,620,733	18,319,778	0	955,710	19,055,211	0		63,951,432	55,099,772
BUSINESS TYPE ACTIVITIES Proprietary: Enterprise & Budgeted ISF									
59								0	0
60							3,214,213	3,214,213	3,168,565
61								0	0
62								0	0
63								0	0
64							2,844,425	2,844,425	3,391,034
65								0	0
66								0	0
67								0	0
68							1,233,858	1,233,858	1,524,236
69								0	0
70							1,555,590	1,555,590	1,560,245
71							241,254	241,254	410,162
72								0	0
73								9,089,340	10,054,242
74	25,620,733	18,319,778	0	955,710	19,055,211	0	9,089,340	73,040,772	65,154,014
75	1,646,870	3,026,459					1,628,680	6,302,009	8,874,002
76								3,708,431	2,896,815
77	1,646,870	3,026,459				0	1,628,680	10,010,440	11,770,817
78	27,267,603	21,346,237		955,710	19,055,211	0	10,718,020	83,051,212	76,924,831
79	11,108,237	44,687,606		614,343	11,676,268	0	19,609,208	87,695,662	89,441,212
Ending Fund Balance June 30									

Item 2.

RE-ESTIMATED REVENUES DETAIL

City Name: CEDAR FALLS

Fiscal Year July 1, 2020 - June 30, 2021

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2021	ACTUAL 2020
1 Taxes Levied on Property	17,450,377	4,449,255		627,622				22,527,254	21,194,753
2 Less: Uncollected Property Taxes - Levy Year								0	0
3 Net Current Property Taxes (line 1 minus line 2)	17,450,377	4,449,255		627,622	0			22,527,254	21,194,753
4 Delinquent Property Taxes								0	0
5 TIF Revenues			3,708,431					3,708,431	2,823,328
6 Other City Taxes:									
7 Utility Tax Replacement Excise Taxes	139,796			17,625				157,421	62,975
8 Utility franchise tax (Iowa Code Chapter 364.2)								0	0
9 Parimutuel wager tax								0	0
10 Gaming wager tax								0	0
11 Mobile Home Taxes	38,399							38,399	25,046
12 Hotel/Motel Taxes	358,750	358,750						717,500	778,136
13 Other Local Option Taxes	6,043,520	6,043,520						6,043,520	5,174,075
14 Subtotal - Other City Taxes (lines 6 thru 12)	536,945	6,402,270		17,625	0			6,956,840	6,040,232
15 Licenses & Permits	1,036,018							1,036,018	943,024
16 Use of Money & Property	226,782	946,971			556,199		385,232	2,115,184	2,751,157
17 Intergovernmental:									
18 Federal Grants & Reimbursements	1,950,308				1,858,101			3,808,409	1,861,782
19 Road Use Taxes	5,473,610							5,473,610	5,047,157
20 Other State Grants & Reimbursements	779,881							779,881	2,199,696
21 Local Grants & Reimbursements	2,272,793				1,700,000			3,972,793	4,823,752
22 Subtotal - Intergovernmental (lines 16 thru 19)	3,052,674	7,423,918	0	0	3,558,101		0	14,034,693	13,932,387
23 Charges for Fees & Services:									
24 Water Utility								0	0
25 Sewer Utility							7,018,300	7,018,300	6,738,357
26 Electric Utility								0	0
27 Gas Utility								0	0
28 Parking		120,768						120,768	174,018
29 Airport								0	0
30 Landfill/Garbage							2,909,402	2,909,402	2,735,117
31 Hospital								0	0
32 Transit								0	0
33 Cable TV, Internet & Telephone		527,263						527,263	553,526
34 Housing Authority								0	0
35 Storm Water Utility							1,041,401	1,041,401	993,029
36 Other Fees & Charges for Service	1,419,256	123,011						1,542,267	1,746,305
37 Subtotal - Charges for Service (lines 21 thru 33)	1,419,256	771,042	0	0	0	0	10,969,103	13,159,401	12,940,352
38 Special Assessments								0	16,833
39 Miscellaneous	165,692	2,741,936			992,222		254,832	4,154,682	3,024,572
40 Other Financing Sources:									
41 Regular Operating Transfers In	3,379,859	942,660		100,890	1,587,240		291,360	6,302,009	8,874,002
42 Internal TIF Loan Transfers In				190,670	3,517,761			3,708,431	2,896,815
43 Subtotal ALL Operating Transfers In	3,379,859	942,660	0	291,560	5,105,001	0	291,360	10,010,440	11,770,817
44 Proceeds of Debt (Excluding TIF Internal Borrowing)					3,602,719			3,602,719	34,300
45 Proceeds of Capital Asset Sales								0	0
46 Subtotal-Other Financing Sources (lines 36 thru 38)	3,379,859	942,660	0	291,560	8,707,720	0	291,360	13,613,159	11,805,117
47 Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	27,267,603	23,678,052	3,708,431	936,807	13,814,242	0	11,900,527	81,305,662	75,477,000
48 Beginning Fund Balance July 1	11,108,237	42,355,791	0	633,246	16,917,237	0	18,426,701	89,441,212	90,890,000
49 TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	38,375,840	66,033,843	3,708,431	1,570,053	30,731,479	0	30,327,228	170,746,874	166,367,000

Item 2.

EXPENDITURES SCHEDULE PAGE 1

City Name: CEDAR FALLS

Fiscal Year July 1, 2021 - June 30, 2022

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
PUBLIC SAFETY										
Police Department/Crime Prevention	1 6,022,230	1,069,090						7,091,320	6,829,478	6,442,959
Jail	2							0	0	0
Emergency Management	3 539,730							539,730	447,770	52,557
Flood Control	4							0	0	0
Fire Department	5 3,660,770	748,920						4,409,690	4,306,848	4,827,241
Ambulance	6							0	0	0
Building Inspections	7 997,780							997,780	866,405	895,835
Miscellaneous Protective Services	8							0	0	0
Animal Control	9 123,000							123,000	120,000	119,011
Other Public Safety	10 38,000							38,000	38,000	65,526
TOTAL (lines 1 - 10)	11 11,381,510	1,818,010				0		13,199,520	12,608,501	12,403,129
PUBLIC WORKS										
Roads, Bridges, & Sidewalks	12	19,244,180						19,244,180	11,816,886	11,271,888
Parking - Meter and Off-Street	13	426,200						426,200	325,253	274,186
Street Lighting	14							0	0	0
Traffic Control and Safety	15							0	0	0
Snow Removal	16							0	0	0
Highway Engineering	17 1,728,120							1,728,120	1,595,133	1,557,227
Street Cleaning	18							0	0	0
Airport	19							0	0	0
Garbage (if not Enterprise)	20							0	0	0
Other Public Works	21							0	0	0
TOTAL (lines 12 - 21)	22 1,728,120	19,670,380				0		21,398,500	13,737,272	13,103,301
HEALTH & SOCIAL SERVICES										
Welfare Assistance	23							0	0	0
City Hospital	24	32,000						32,000	219,000	195,426
Payments to Private Hospitals	25							0	0	0
Health Regulation and Inspection	26 13,000							13,000	13,000	13,000
Water, Air, and Mosquito Control	27							0	0	0
Community Mental Health	28							0	0	0
Other Health and Social Services	29							0	0	0
TOTAL (lines 23 - 29)	30 13,000	32,000				0		45,000	232,000	208,426
CULTURE & RECREATION										
Library Services	31 2,149,720							2,149,720	2,016,345	1,902,857
Museum, Band and Theater	32 590,470	7,000						597,470	499,458	477,445
Parks	33 1,732,000	170,000						1,902,000	1,920,763	1,543,585
Recreation	34 1,994,080	22,000						2,016,080	2,654,460	1,973,853
Cemetery	35 372,690							372,690	333,847	313,813
Community Center, Zoo, & Marina	36	88,890						88,890	44,334	61,517
Other Culture and Recreation	37	858,860						858,860	666,005	814,867
TOTAL (lines 31 - 37)	38 6,838,960	1,146,750				0		7,985,710	8,135,212	7,087,937

Item 2.

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification		24,550						24,550	211,276	206,211
Economic Development								0	0	0
Housing and Urban Renewal		1,971,360						1,971,360	1,768,176	1,854,699
Planning & Zoning	820,160							820,160	810,523	592,773
Other Com & Econ Development	311,130							311,130	318,941	100,576
TIF Rebates								0	0	0
TOTAL (lines 39 - 44)	1,131,290	1,995,910	0			0		3,127,200	3,108,916	2,754,259
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	863,310							863,310	813,387	627,945
Clerk, Treasurer, & Finance Adm.	1,087,110							1,087,110	1,393,606	1,207,302
Elections	40,000							40,000	0	39,022
Legal Services & City Attorney	395,670							395,670	543,415	524,536
City Hall & General Buildings	843,220							843,220	996,280	726,732
Tort Liability	125,020							125,020	254,010	237,720
Other General Government	1,406,400	708,580						2,114,980	2,117,912	1,580,039
TOTAL (lines 46 - 52)	4,760,730	708,580	0			0		5,469,310	6,118,610	4,943,296
DEBT SERVICE										
Gov Capital Projects				1,062,100				1,062,100	955,710	1,779,753
TIF Capital Projects					8,987,820			8,987,820	4,610,691	12,819,671
TOTAL CAPITAL PROJECTS	0	0	0		15,763,590			15,763,590	14,444,520	0
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	25,853,610	25,371,630	0	1,062,100	24,751,410	0	0	24,751,410	19,055,211	12,819,671
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility								0	0	0
Sewer Utility							3,340,900	3,340,900	3,214,213	3,168,565
Electric Utility								0	0	0
Gas Utility								0	0	0
Airport								0	0	0
Landfill/Garbage							3,415,310	3,415,310	2,844,425	3,391,034
Transit								0	0	0
Cable TV, Internet & Telephone								0	0	0
Housing Authority								0	0	0
Storm Water Utility								0	0	0
Other Business Type (city hosp., ISF, parking, etc.)								0	0	0
Enterprise DEBT SERVICE								0	0	0
Enterprise CAPITAL PROJECTS								1,549,900	1,555,590	1,560,245
Enterprise TIF CAPITAL PROJECTS								2,030,000	241,254	410,162
TOTAL Business Type Expenditures (lines 59 - 72)								11,377,760	1,233,858	1,524,236
TOTAL ALL EXPENDITURES (lines 58 + 73)	25,853,610	25,371,630	0	1,062,100	24,751,410	0	0	11,377,760	9,089,340	10,054,242
Regular Transfers Out	1,755,310	2,918,940			400,000			88,416,510	73,040,772	65,154,014
Internal TIF Loan / Repayment Transfers Out								6,646,260	6,302,009	8,874,002
Total ALL Transfers Out	1,755,310	2,918,940			400,000			6,646,260	3,708,431	2,896,815
Total Expenditures & Fund Transfers Out (lines 74+77)	27,608,920	28,290,570		1,062,100	25,151,410	0	0	12,993,600	10,010,440	11,770,817
Ending Fund Balance June 30	11,108,237	35,557,526	0	414,343	2,429,738	0	0	18,561,048	68,070,892	87,695,662

Item 2.

REVENUES DETAIL

City Name: CEDAR FALLS

Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
REVENUES & OTHER FINANCING SOURCES										
1	17,570,705	4,199,285		660,022	0			22,430,012	22,527,254	21,194,753
2								0	0	0
3	17,570,705	4,199,285		660,022	0			22,430,012	22,527,254	21,194,753
4								0	0	0
5			6,646,260					6,646,260	3,708,431	2,823,328
Other City Taxes:										
6	32,265	7,665		1,078	0			41,008	157,421	62,975
7								0	0	0
8								0	0	0
9								0	0	0
10	31,000							31,000	38,399	25,046
11	218,750	218,750						437,500	717,500	778,136
12		5,200,000						5,200,000	6,043,520	5,174,075
13	282,015	5,426,415		1,078	0			5,709,508	6,956,840	6,040,232
14	1,036,000							1,036,000	1,036,018	943,024
15	256,430	566,370			300,000		320,000	1,442,800	2,115,184	2,751,157
Intergovernmental:										
16		1,971,360			3,294,400			5,265,760	3,808,409	1,861,782
17		5,025,280						5,025,280	5,473,610	5,047,157
18	184,000	0		0	0		0	184,000	779,881	2,199,696
19	2,285,030				1,700,000			3,985,030	3,972,793	4,823,752
20	2,469,030	6,996,640		0	4,994,400		0	14,460,070	14,034,693	13,932,387
Charges for Fees & Service:										
21								0	0	0
22							7,130,000	7,130,000	7,018,300	6,738,357
23								0	0	0
24								0	0	0
25		215,000						215,000	120,768	174,018
26								0	0	0
27							2,962,000	2,962,000	2,909,402	2,735,117
28								0	0	0
29								0	0	0
30		555,000						555,000	527,263	553,526
31								0	0	0
32							1,025,000	1,025,000	1,041,401	993,029
33	2,080,550	199,000						2,279,550	1,542,267	1,746,305
34	2,080,550	969,000		0	0		0	14,166,550	13,159,401	12,940,352
35								0	0	16,833
36	206,000	86,540			250,000			767,540	4,154,682	3,024,572
Miscellaneous:										
37	3,708,190	916,240		201,000	1,581,220			6,690,090	6,302,009	8,874,002
38					6,646,260			6,646,260	3,708,431	2,896,815
39	3,708,190	916,240	0	201,000	8,227,480		0	283,440	10,010,440	11,770,817
40					2,133,000			2,133,000	3,602,719	34,300
41								0	0	0
42	3,708,190	916,240	0	201,000	10,360,480		0	15,469,350	13,613,159	11,805,117
Subtotal-Other Financing Sources (lines 38 thru 40)										
43	27,608,920	19,160,490	6,646,260	862,100	15,904,880	0	11,945,440	82,128,090	81,305,662	75,471,755
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)										
44	11,108,237	44,687,606		614,343	11,676,268	0	19,609,208	87,695,662	89,441,212	90,894,288
45	38,717,157	63,848,096	6,646,260	1,476,443	27,581,148	0	31,554,648	169,823,752	170,746,874	166,360
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)										

Item 2.

ADOPTED BUDGET SUMMARY

City Name: CEDAR FALLS

Fiscal Year July 1, 2021 - June 30, 2022

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2022	RE-ESTIMATED 2021	ACTUAL 2020
Revenues & Other Financing Sources										
Taxes Levied on Property	1 17,570,705	4,199,285		660,022	0			22,430,012	22,527,254	21,194,753
Less: Uncollected Property Taxes-Levy Year	2 0	0		0	0			0	0	0
Net Current Property Taxes	3 17,570,705	4,199,285		660,022	0			22,430,012	22,527,254	21,194,753
Delinquent Property Taxes	4 0	0		0	0			0	0	0
TIF Revenues	5		6,646,260					6,646,260	3,708,431	2,823,328
Other City Taxes	6 282,015	5,426,415		1,078	0			5,709,508	6,956,840	6,040,232
Licenses & Permits	7 1,036,000	0						1,036,000	1,036,018	943,024
Use of Money and Property	8 256,430	566,370	0	0	300,000	0	320,000	1,442,800	2,115,184	2,751,157
Intergovernmental	9 2,469,030	6,996,640	0	0	4,994,400			14,460,070	14,034,693	13,932,387
Charges for Fees & Service	10 2,080,550	969,000		0	0	0	11,117,000	14,166,550	13,159,401	12,940,352
Special Assessments	11 0	0		0	0			0	0	16,833
Miscellaneous	12 206,000	86,540		0	250,000	0	225,000	767,540	4,154,682	3,024,572
Sub-Total Revenues	13 23,900,730	18,244,250	6,646,260	661,100	5,544,400	0	11,662,000	66,658,740	67,692,503	63,666,638
Other Financing Sources:										
Total Transfers In	14 3,708,190	916,240		201,000	8,227,480	0	283,440	13,336,350	10,010,440	11,770,817
Proceeds of Capital Asset Sales	15 0	0		0	2,133,000			2,133,000	3,602,719	34,300
Total Revenues and Other Sources	17 27,608,920	19,160,490	6,646,260	862,100	15,904,880	0	11,945,440	82,128,090	81,305,662	75,471,755
Expenditures & Other Financing Uses										
Public Safety	18 11,381,510	1,818,010				0		13,199,520	12,608,501	12,403,129
Public Works	19 1,728,120	19,670,380				0		21,398,500	13,737,272	13,103,301
Health and Social Services	20 13,000	32,000				0		45,000	232,000	208,426
Culture and Recreation	21 6,838,960	1,146,750				0		7,985,710	8,135,212	7,087,937
Community and Economic Development	22 1,131,290	1,995,910				0		3,127,200	3,108,916	2,754,259
General Government	23 4,760,730	708,580				0		5,469,310	6,118,610	4,943,296
Debt Service	24 0	0		1,062,100		0		1,062,100	955,710	1,779,753
Capital Projects	25 0	0			24,751,410	0		24,751,410	19,055,211	12,819,671
Total Government Activities Expenditures	26 25,853,610	25,371,630		1,062,100	24,751,410	0		77,038,750	63,951,432	55,099,772
Business Type Proprietary: Enterprise & ISF	27							11,377,760	9,089,340	10,054,242
Total Gov & Bus Type Expenditures	28 25,853,610	25,371,630		1,062,100	24,751,410	0		88,416,510	73,040,772	65,154,014
Total Transfers Out	29 1,755,310	2,918,940	6,646,260	0	400,000	0	1,615,840	13,336,350	10,010,440	11,770,817
Total ALL Expenditures/Fund Transfers Out	30 27,608,920	28,290,570	6,646,260	1,062,100	25,151,410	0	12,993,600	101,752,860	83,051,212	76,924,831
Excess Revenues & Other Sources Over	31									
	32 0	-9,130,080		-200,000	-9,246,530	0	-1,048,160	-19,624,770	-1,745,550	-1,453,076
Beginning Fund Balance July 1	33 11,108,237	44,687,606		614,343	11,676,268	0	19,609,208	87,695,662	89,441,212	90,894,288
Ending Fund Balance June 30	34 11,108,237	35,557,526		414,343	2,429,738	0	18,561,048	68,070,892	87,695,662	89,441,212

Item 2.

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

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
2014 SRF Loan	1 6,888,104	NON-GO	17391	328,000	153,400	481,400			481,400	0
2016 GO Bonds	2 2,865,000	GO	20019	270,000	28,000	298,000				298,000
2018 GO Bonds	3 2,860,000	GO	21081	265,000	98,100	363,100				363,100
2020 GO Bonds	4 3,430,000	GO	21986	335,000	66,000	401,000			401,000	0
2016 Sewer Bonds	5 6,790,000	GO	20019	590,000	88,100	678,100			678,100	0
2018 Sewer Bonds	6 2,160,000	GO	21081	200,000	73,900	273,900			273,900	0
2018 Stormwater Bonds	7 920,000	GO	21081	85,000	31,500	116,500			116,500	0
	8	NON-GO				0				0
	9	-				0				0
	10	-				0				0
	11	-				0				0
	12	-				0				0
	13	-				0				0
	14	-				0				0
	15	-				0				0
	16	-				0				0
	17	-				0				0
	18	-				0				0
	19	-				0				0
	20	-				0				0
	21	-				0				0
	22	-				0				0
	23	-				0				0
	24	-				0				0
	25	-				0				0
	26	-				0				0
	27	-				0				0
	28	-				0				0
	29	-				0				0
	30	-				0				0
TOTALS				2,073,000	539,000	2,612,000	0	0	1,950,900	661,100

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

	Principal Due FY 2022	Interest Due FY 2022	Total Obligation Due FY 2022	Bond Reg./ Paying Agent Fees Due FY 2022	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	1,745,000	385,600	2,130,600	0	0	1,469,500	661,100
NON GO - TOTAL	328,000	153,400	481,400	0	0	481,400	0
GRAND - TOTAL	2,073,000	539,000	2,612,000	0	0	1,950,900	661,100

**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 Green and City Council

FROM: Mathew Tolan, EI, Civil Engineer II

DATE: February 11, 2021

SUBJECT: 2021 Sanitary Sewer Rehabilitation Project
Project No. SA-000-3253
Public Hearing

This project involves furnishing and installing a cured in place liner within existing 8-inch, 10-inch, and 12-inch diameter sewer lines in selected areas of the City and in accordance with the contract documents. Total project involves approximately 6,691 feet of cured-in-place lining and 135 service tap reconnection and grouting, along with associated work.

The total estimated cost for the construction of this project is \$242,000.00. The project will be funded by the Sanitary Sewer Rental Fund.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Public Works Department.

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

ENGINEER'S ESTIMATE

**2021 SANITARY SEWER REHABILITATION PROJECT
CITY PROJECT NO. SA - 000 - 3253**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
1	PIPE LINING, 8 INCH	L.F.	\$25.00	5284	\$132,100.00
2	PIPE LINING, 10 INCH	L.F.	\$30.00	716	\$21,480.00
3	PIPE LINING, 12 INCH	L.F.	\$32.00	691	\$22,112.00
4	BUILDING SANITARY SEWER SERVICE RECONNECTION	EACH	\$80.00	135	\$10,800.00
5	GROUTING SERVICE LATERALS	EACH	\$300.00	135	\$40,500.00
6	MOBILIZATION	L.S.	\$15,000.00	1.0	\$15,000.00

TOTAL PROJECT ESTIMATE **\$241,992.00**



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Ben Claypool, Civil Engineer II, PhD, EI

DATE: February 11, 2021

SUBJECT: Downtown Streetscape and Reconstruction Project Phase II
 Project No. RC-000-3242
 Public Hearing

This project generally consists of improvements to the Main St. Streetscape (300, 400 and 500 blocks), the reconstruction of E 3rd and E and W 4th Streets including streetscape improvements and the rehabilitation of W 5th Street including streetscape improvements. Streetscape improvements include the removal, disposal and installation of approximately 5,200 SY of brick pavers, installation of amenities, and several plantings. Reconstruction of the three blocks of 2nd and 3rd Streets will generally consist of the removal and installation of approximately 5,000 SY of 8" thick PCC pavement, 700 LF of watermain, and 1,000 LF of storm sewer. Rehabilitation of the one block of 5th Street will generally consist of 1,300 SY of HMA placement.

The total estimated cost for the construction of this project is \$3,487,351.70, which includes \$373,351.70 of brick pavers and twig benches being purchased in advance by the city. The project will be funded utilizing TIF-Downtown, Community Main Street, Black Hawk County Gaming Grant, and Cedar Falls Utilities funding sources.

The Plans, Specifications, and Estimate of Costs and Quantities are available for your review at the City Clerk's office or the Engineering Division of the Community Development Department.

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



ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	COMMENTS
EARTHWORK							
1	2010-108-C-0	Clearing and Grubbing	1	LS	\$ 4,000.00	\$ 4,000.00	
2	2010-108-D-3	Topsoil, Off-site	100	CY	\$ 100.00	\$ 10,000.00	
3	2010-108-E-0	Excavation, Class 10	1261	CY	\$ 20.00	\$ 25,220.00	Associated with E 3rd, 4th, and W 5th Street reconstruction
4	2010-108-E-0	Excavation, Class 13	452	CY	\$ 50.00	\$ 22,600.00	E 3rd St, 4th St, and W 5th St core out for pavers
5	2010-108-F-0	Below Grade Excavation (Core Out)	359	CY	\$ 45.00	\$ 16,155.00	20% of roadway subgrade preparation
6	2010-108-G-0	Subgrade Preparation, 12" Depth	5137	SY	\$ 3.00	\$ 15,411.00	Associated with E 3rd and 4th Street roadway reconstruction
7	2010-108-I-0	Subbase, Modified, 8" Depth	5137	SY	\$ 11.00	\$ 56,507.00	Associated with E 3rd and 4th Street roadway reconstruction
8	2010-108-I-0	Subbase, 3/4" Road Stone, 8" Depth	2035	SY	\$ 18.00	\$ 36,630.00	Associated with E 3rd, 4th St, and W 5th St pavers
9	2010-108-I-0	Subbase, 3/4" Road Stone, 2" Depth	3240	SY	\$ 12.00	\$ 38,880.00	Associated with Main Street pavers
10	2010-108-L-0	Compaction Testing	1	LS	\$ 7,000.00	\$ 7,000.00	
11	2010-108-M-0	Sampling and Testing For Petroleum Contamination (Remediation)	1	EA	\$ 2,500.00	\$ 2,500.00	
12	2010-108-N-0	Excavation and Disposal of Contaminated Soil	163	CY	\$ 125.00	\$ 20,375.00	Assume 5' width by 4' depth by length of pipe on W 4th Street
TRENCH AND TRENCHLESS CONSTRUCTION							
13	3010-108-C-0	Trench Foundation	277	TON	\$ 40.00	\$ 11,080.00	Half storm/water pipe length (5' wide x 1' depth), 125 pcf
14	3010-108-F-0	Trench Compaction Testing	1	LS	\$ 4,000.00	\$ 4,000.00	
SEWERS AND DRAINS							
15	4020-108-A-1	Storm Sewer, Trenched, PVC, 12" Diameter	20	LF	\$ 75.00	\$ 1,500.00	
16	4020-108-A-1	Storm Sewer, Trenched, RCP, 12" Diameter	24	LF	\$ 75.00	\$ 1,800.00	
17	4020-108-A-1	Storm Sewer, Trenched, RCP, 15" Diameter	434	LF	\$ 75.00	\$ 32,550.00	
18	4020-108-A-1	Storm Sewer, Trenched, RCP, 18" Diameter	546	LF	\$ 95.00	\$ 51,870.00	
19	4020-108-A-1	Storm Sewer, Trenched, RCP, 24" Diameter	52	LF	\$ 150.00	\$ 7,800.00	
20	4020-108-A-1	Storm Sewer, Trenched, RCP, 30" Diameter	16	LF	\$ 170.00	\$ 2,720.00	
21	4020-108-C-0	Linear Trench Drain	20	LF	\$ 140.00	\$ 2,800.00	
22	4020-108-D-0	Removal of Storm Sewer, All Types, All Sizes	767	LF	\$ 15.00	\$ 11,505.00	
23	4040-108-A-0	Subdrain, Type S, Corrugated Exterior and Smooth Interior Polyethylene, 6" Dia.	2596	LF	\$ 16.00	\$ 41,536.00	
24	4040-108-B-0	Footing Drain Collector, PVC, 6" Diameter	15	LF	\$ 100.00	\$ 1,500.00	
25	4040-108-C-0	Subdrain Cleanout, Type A-1, 6" Diameter	12	EA	\$ 550.00	\$ 6,600.00	
26	4040-108-D-0	Subdrain Outlets and Connections, CMP, 8" Dia. (Per CF Detail CFD.01)	30	EA	\$ 250.00	\$ 7,500.00	Core-drilling is incidental
27	Special	Drain Connections	2	EA	\$ 1,000.00	\$ 2,000.00	
WATER MAIN AND APPURTENANCES							
28	5010-108-A-1	Watermain, Trenched, Polywrapped DIP Class 52 w/ Tracer Wire, 8" Dia.	682	LF	\$ 85.00	\$ 57,970.00	
29	5010-108-C-1	Fitting, 8" Tapping Sleeve and Valve	1	EA	\$ 3,000.00	\$ 3,000.00	
30	5010-108-C-1	Fitting, Solid Sleeve, 8" Diameter	1	EA	\$ 2,500.00	\$ 2,500.00	
31	5010-108-C-1	Fitting, 45 Degree Bend, 8" Diameter	10	EA	\$ 2,500.00	\$ 25,000.00	
32	5010-108-C-1	Fitting, 90 Degree MJ Bend, 8" Diameter	6	EA	\$ 2,500.00	\$ 15,000.00	
33	5010-108-D-0	Water Service Stub, Copper, Type K, 3/4" Diameter	8	EA	\$ 3,000.00	\$ 24,000.00	Includes curb stop and box
34	5010-108-D-0	Water Service Stub, Copper, Type K, 1" Diameter	3	EA	\$ 3,200.00	\$ 9,600.00	Includes curb stop and box, Includes 2 additional
35	5010-108-D-0	Water Service Stub, Copper, Type K, 1.5" Diameter	3	EA	\$ 3,500.00	\$ 10,500.00	Includes curb stop and box, Includes 1 additional
36	5010-108-D-0	Water Service Stub, DIP, 4" Diameter	4	EA	\$ 5,000.00	\$ 20,000.00	Fire Protection Service, Includes 2 additional
37	5020-108-A-0	MJ Gate Valve with box, 4" Diameter	4	EA	\$ 2,500.00	\$ 10,000.00	Fire Protection Service, Includes 2 additional
38	5020-108-A-0	MJ Gate Valve with box, 8" Diameter	4	EA	\$ 3,100.00	\$ 12,400.00	Includes 1 salvage and reinstall valve if approved condition
39	5020-108-C-0	Fire Hydrant Assembly	3	EA	\$ 6,000.00	\$ 18,000.00	
40	5020-108-D-0	Flushing Device (Blowoff), Temporary, 4" Diameter	3	EA	\$ 4,000.00	\$ 12,000.00	
41	5020-108-E-0	Valve Box Adjustment, Minor	5	EA	\$ 500.00	\$ 2,500.00	
42	5020-108-I-0	Fire Hydrant Removal	3	EA	\$ 1,000.00	\$ 3,000.00	



ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	COMMENTS
STRUCTURES FOR SANITARY AND STORM							
43	6010-108-A-0	Manhole, SW-401, Circular Storm, 48" Diameter	3	EA	\$ 4,100.00	\$ 12,300.00	
44	6010-108-A-0	Manhole, SW-401, Circular Storm, 60" Diameter	1	EA	\$ 5,500.00	\$ 5,500.00	
45	6010-108-A-0	Manhole, SW-401, Circular Storm, 72" Diameter	1	EA	\$ 7,500.00	\$ 7,500.00	
46	6010-108-B-0	Intake, SW-501, Single Grate	4	EA	\$ 4,600.00	\$ 18,400.00	
47	6010-108-B-0	Intake, SW-505, Double Grate	6	EA	\$ 5,500.00	\$ 33,000.00	
48	6010-108-B-0	Intake, SW-507, Single Open-throat Curb Intake, Small Box	1	EA	\$ 6,500.00	\$ 6,500.00	
49	6010-108-B-0	Intake, SW-511, Rectangular Area Intake	3	EA	\$ 4,600.00	\$ 13,800.00	
50	6010-108-B-0	Intake, Nyoplast Drain, Rectangular Sidewalk Area Intake, 12" Diameter	5	EA	\$ 2,100.00	\$ 10,500.00	
51	6010-108-E-0	Manhole or Intake Adjustment, Minor	7	EA	\$ 1,000.00	\$ 7,000.00	
52	6010-108-G-0	Connection to Existing Manhole or Intake	2	EA	\$ 1,300.00	\$ 2,600.00	
53	6010-108-H-0	Remove Manhole	6	EA	\$ 1,600.00	\$ 9,600.00	
54	6010-108-H-0	Remove Intake	11	EA	\$ 1,000.00	\$ 11,000.00	
55	6010-108-H-0	Remove Sidewalk Intake	3	EA	\$ 1,500.00	\$ 4,500.00	
STREETS AND RELATED WORK							
56	7010-108-A-0	Pavement, PCC, 8" Depth	4733	SY	\$ 65.00	\$ 307,645.00	Includes Alleys
57	7010-108-E-0	Curb and Gutter, 2.5' Width, 8" Depth	887	LF	\$ 42.00	\$ 37,254.00	See Bid Alternate 2 for Main Street C&G quantities
58	7010-108-I-0	Curb and Gutter Removal	321	LF	\$ 10.00	\$ 3,210.00	
59	7020-108-B-0	Pavement, HMA, Wedge, 5" Depth	251	SY	\$ 120.00	\$ 30,120.00	4' Wide HMA Wedge on 5th Street
60	7021-108-B-0	HMA Overlay, 3" Depth	1081	SY	\$ 28.00	\$ 30,268.00	
61	7030-108-A-0	Removal of Sidewalk	5518	SY	\$ 18.00	\$ 99,324.00	
62	7030-108-A-0	Removal of Driveway	349	SY	\$ 20.00	\$ 6,980.00	
63	7030-108-E-0	PCC Sidewalk, 4" Depth	47.4	SY	\$ 110.00	\$ 5,214.00	
64	7030-108-E-0	PCC Sidewalk, 6" Depth	18.2	SY	\$ 140.00	\$ 2,548.00	
65	7030-108-F-0	Brick/Paver Sidewalk with 8" Depth Pavement Base	128	SY	\$ 200.00	\$ 25,600.00	
66	7030-108-G-0	Detectable Warning	40	SF	\$ 75.00	\$ 3,000.00	3rd Street crossing at State Street
67	7030-108-H-1	Driveway, Paved, PCC, 7" Depth	246.6	SY	\$ 85.00	\$ 20,961.00	
68	7030-108-H-1	Driveway, Paved, HMA, 7" Depth	80	SY	\$ 75.00	\$ 6,000.00	
69	7030-108-H-1	Driveway, Paved, PCC, 8" Depth	43.6	SY	\$ 100.00	\$ 4,360.00	
70	7030-108-J-0	Brick/Paver Sidewalk (Install Only)	5147	SY	\$ 70.00	\$ 360,290.00	
71	7040-108-A-0	Full Depth Patches, PCC, 8" depth	170.6	SY	\$ 150.00	\$ 25,590.00	
72	7040-108-A-0	Full Depth Patches, HMA, 5" depth	23.2	SY	\$ 150.00	\$ 3,480.00	
73	7040-108-G-0	Milling, 3" Depth	807	SY	\$ 5.00	\$ 4,035.00	
74	7040-108-H-0	Pavement Removal	5295	SY	\$ 10.00	\$ 52,950.00	Includes Alleys
75	Special	PCC Base, 2'x2'x2', Non-reinforced	2	EA	\$ 4,000.00	\$ 8,000.00	
TRAFFIC CONTROL							
76	8020-108-B-0	Painted Pavement Markings, Solvent/Waterborne	34	STA	\$ 100.00	\$ 3,400.00	
77	8020-108-G-0	Painted Symbols and Legends	5	EA	\$ 500.00	\$ 2,500.00	
78	8030-108-A-0	Temporary Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	
79	8030-108-B-0	Safety Fence With Detectable Edging	2300	LF	\$ 6.00	\$ 13,800.00	Along both sides of E 3rd St, 4th St, and W 5th St
80	Special	Street Sign Removal, Replacement, and Reinstallation	8	EA	\$ 750.00	\$ 6,000.00	
81	Special	Street Sign Removal and Reinstallation	33	EA	\$ 500.00	\$ 16,500.00	



ITEM #	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	COMMENTS
SITE WORK AND LANDSCAPING							
82	9030-108-C-0	Plants	1	LS	\$ 116,700.00	\$ 116,700.00	
83	9040-108-A-2	SWPPP Management	1	LS	\$ 8,000.00	\$ 8,000.00	
84	9040-108-T-1	Inlet Protection Device	26	EA	\$ 160.00	\$ 4,160.00	
85	9040-108-T-2	Inlet Protection Device, Maintenance	26	EA	\$ 80.00	\$ 2,080.00	
86	9071-108-C-0	Granular Backfill Material	18	TON	\$ 60.00	\$ 1,080.00	
87	9072-108-A-0	Concrete Wall	3	CY	\$ 4,250.00	\$ 12,750.00	
88	Special	PCC Edger, 1' width, 1' depth	1926	LF	\$ 40.00	\$ 77,040.00	
89	Special	Planter Bed with Raised Curb	315	LF	\$ 40.00	\$ 12,600.00	
90	Special	Planter Bed with Flush Curb	365	LF	\$ 25.00	\$ 9,125.00	Associated with curb ramps at handicap stalls
DEMOLITION							
91	10,010-108-A-0	Demolition Work	10	CY	\$ 1,200.00	\$ 12,000.00	
MISCELLANEOUS							
92	11,020-108-A-0	Mobilization	1	LS	\$ 391,000.00	\$ 391,000.00	15% of subtotal (Reflects Phase I)
93	11,030-108-A-0	Maintenance of Postal Service	1	LS	\$ 5,000.00	\$ 5,000.00	
94	11,030-108-B-0	Maintenance of Solid Waste Collection	1	LS	\$ 5,000.00	\$ 5,000.00	
95	11,040-108-A-0	Temporary Commercial Access	2400	SY	\$ 40.00	\$ 96,000.00	
96	11,050-108-A-0	Concrete Washout	4	EA	\$ 1,000.00	\$ 4,000.00	
97	11,060-108-A-0	Electrical Outlets	42	EA	\$ 500.00	\$ 21,000.00	
98	11,060-108-A-1	Light Poles, Installation	19	EA	\$ 2,500.00	\$ 47,500.00	
99	11,060-108-A-2	Light Poles, Removal	15	EA	\$ 900.00	\$ 13,500.00	
100	11,060-108-A-3	Electrical Circuits	7350	LF	\$ 22.00	\$ 161,700.00	
101	11,060-108-B-0	Amenities	1	LS	\$ 42,040.00	\$ 42,040.00	Bike rack, bench reset, trash reset, banner pole base, concrete at planter pot, and twig bench installation
102	11,070-108-A-0	Vibration Monitoring	2	EA	\$ 21,000.00	\$ 42,000.00	
Subtotal:						\$ 2,994,000.00	Rounded
Contingency (3%):						\$ 90,000.00	Rounded
CONSTRUCTION TOTAL:						\$ 3,084,000.00	
<u>Other Project Costs</u>							
Brick Pavers:						\$ 338,311.70	Includes trucking cost
Twig Benches:						\$ 35,040.00	
Light Poles and Luminaires:						\$ 30,000.00	
Basic Services (Design):						\$ 312,200.00	
TOTAL PROJECT COST:						\$ 3,799,551.70	
Bid Alternate A:						\$ 36,000.00	Removal and replacement of concrete wall, handrail, and safety rail.



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
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MEMORANDUM
Administration Division

TO: Mayor Rob Green and City Council

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

DATE: January 26, 2021

SUBJECT: Poultry Ordinance & Associated Code Updates

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

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

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

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

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

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

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

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

Sec. 6-64. - Artificially colored animals.

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

(Code 2017, § 6-62)

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

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

(Code 2017, § 6-63)

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

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

(Code 2017, § 6-64)

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

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

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

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

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

reading.

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

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

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

ORDINANCE NO. 2984

AN ORDINANCE **(1)**. REPEALING ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW ARTICLE I, IN GENERAL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-1, AUTHORITY OF LAW ENFORCEMENT OFFICERS AND ANIMAL WARDENS; INTERFERENCE WITH OFFICER OR WARDEN; SECTION 6-2, ANIMAL NEGLECT; SECTION 6-3, ABANDONMENT OF CATS, DOGS OR POULTRY; SECTION 6-4, USE OF STREETS FOR DRIVING OR RIDING ANIMALS; SECTION 6-5, SECURING OF ANIMALS LEFT ON STREET; SECTION 6-6, RUNNING AT-LARGE PROHIBITED; GRAZING ON PUBLIC PROPERTY OR PROPERTY OF ANOTHER; SECTION 6-7, IMPOUNDMENT OF LIVESTOCK RUNNING AT-LARGE; SECTION 6-8, RECOVERY OF COSTS BY CITY FOR DAMAGE DONE BY ANIMALS; SECTION 6-9, DISPOSAL OF DEAD ANIMALS; SECTION 6-10, TRANSPORTATION OF DEAD ANIMALS; SECTION 6-11, ANIMALS CAUSING ANNOYANCE OR DISTURBANCE; AND SECTION 6-12, BUTCHERING OF ANIMALS PROHIBITED; **(2)**. REPEALING DIVISION 1, GENERALLY, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, AND ENACTING IN LIEU THEREOF A NEW DIVISION 1, GENERALLY, OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, CONSISTING OF SECTION 6-42, DEFINITIONS; SECTION 6-43, LICENSE REQUIRED FOR DOGS, CATS AND POULTRY; SECTION 6-44, APPLICATION FOR DOG OR CAT LICENSE; SECTION 6-45, APPLICATION FOR POULTRY LICENSE; SECTION 6-46, DOG, CAT AND POULTRY LICENSE FEES; SECTION 6-47, RABIES VACCINATION FOR DOGS AND CATS; SECTION 6-48, ISSUANCE AND USE OF DOG OR CAT LICENSE TAG; SECTION 6-49, DURATION OF DOG, CAT OR POULTRY LICENSE; TRANSFER OF TAG OR LICENSE; SECTION 6-50, IMPLIED CONSENT TO INSPECTION OF PROPERTY OF PERSON OBTAINING DOG, CAT OR POULTRY LICENSE; SECTION 6-51, EXCEPTIONS TO DOG, CAT AND POULTRY LICENSE REQUIREMENTS; SECTION 6-52, ANIMAL POUND; SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE; SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS; SECTION 6-55, DISPOSITION OF IMPOUNDED ANIMALS FOR CERTAIN PURPOSES PROHIBITED; SECTION 6-56, DUTY TO REPORT ATTACKS BY ANIMALS AND KNOWN OR SUSPECTED CASES OF RABIES; SECTION 6-57, CONFINEMENT OF ANIMAL BITING PERSON OR SUSPECTED OF HAVING RABIES; SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE; SECTION 6-59, PERMITTING DOG OR CAT TO ATTACK PERSONS OR ANIMALS, DESTROY PROPERTY; SECTION 6-60, NOISY DOGS, CATS OR POULTRY; SECTION 6-61, CONFINEMENT OF DOGS OR CATS IN HEAT; SECTION 6-62, CLEANUP OF ANIMAL DROPPINGS; SECTION 6-63, DUTY OF OWNER TO KEEP PREMISES IN SANITARY CONDITION; SECTION 6-64, ARTIFICIALLY COLORED ANIMALS; SECTION 6-65, SALE OF BABY FOWL OR USE AS PRIZE, PREMIUM; SECTION 6-66, CARE OF BABY FOWL DISPLAYED TO PUBLIC; SECTION 6-67, GIVING AWAY ANIMAL AS

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

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

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

ARTICLE I. - IN GENERAL

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

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

Sec. 6-2. - Animal neglect.

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

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

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

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

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

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

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

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

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

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

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

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

humanely dispose of the animal. Within three days after the sale, the chief shall pay to the finance officer the proceeds of such sale.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. - ANIMAL CONTROL

DIVISION 1. - GENERALLY

Sec. 6-42. - Definitions.

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

Animal means any living creature, domestic or wild.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Poultry coop means a structure for the housing of poultry.

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

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

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

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

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

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

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

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

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

- (a) *Dogs and cats.* The annual license fee for each male dog or cat or spayed dog or cat or female dog or cat incapable of reproduction and for each unspayed female dog or cat shall be in an amount established annually by resolution of the city council. The license fee for all dogs or cats kept in a kennel shall be waived so long as the owner of the kennel dogs or cats pays the annual kennel fee and complies with all other requirements for kennels as contained in section 6-99. However, the owner of all dogs or cats four months old or older must comply with all provisions of this article, including obtaining a rabies vaccination and license tag, even though the license fee has been waived. A written certificate from a licensed veterinarian shall be required to prove that a male dog or cat has been altered or that a female dog or cat has been spayed or is incapable of reproduction.
- (b) *Poultry.* The annual license fee for poultry shall be in an amount established annually by resolution of the city council.
- (c) *Delinquency.* All license fees for dogs, cats and poultry become delinquent on April 1 in the year in which they are due and payable, and a penalty in an amount to be established annually by the city council shall be added to each unpaid license fee on or after such date.

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

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

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

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

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

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

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

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

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

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

Sec. 6-52. - Animal pound.

(a) *Establishment by city.*

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

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

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

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

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

Any unlicensed dog, cat or poultry or any other animal restrained or impounded in accordance with provisions of this article shall be held for a period of five days if there is no known owner. Any dog, cat or poultry restrained or impounded that is licensed or wearing a rabies tag will be held for a period of seven days. Litters of puppies and kittens may only be held for 24 hours. At the end of the five- or seven-day period, the owner of the dog, cat, poultry or

other animal may redeem the animal by obtaining the required license and/or rabies vaccination if required, and by paying the cost of impoundment, which shall include a pickup fee and a daily boarding fee. The cost of impoundment paid to the impounding agency shall be retained by the impounding agency. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

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

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

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

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

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

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

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

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

redeem such animal from impoundment as provided for in section 6-54. Instead, the animal shall be disposed of as provided for in section 6-55.

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

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

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

- (a) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow such animal alone or in combination with others to cause serious annoyance or disturbance to a reasonable person by frequent and habitual noise making.
- (b) It shall be unlawful for the owner of a dog, cat or poultry to permit or allow the animal to make noise that is annoying or disturbing to a reasonable person for more than 15 minutes in duration (whether consecutive or not) in any 24 hour-period within the city.
- (c) Proof of ownership of a dog, cat or poultry shall constitute in evidence a prima facie presumption of permission of the owner in any proceedings charging any violation of this section.

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

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

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

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

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

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

Sec. 6-64. - Artificially colored animals.

No animal colored artificially may be sold or offered for sale, raffled, offered or given as a prize, premium or advertising device, or displayed in any store, shop, carnival or other public place.

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

Fowl younger than four weeks of age may not be sold or offered for sale, raffled or offered or given as a prize, premium or advertising device, in quantity of less than 10 to an individual person, unless sold by a person engaged in the business of selling such animals for agricultural or wildlife purposes.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. - ANIMAL CONTROL

DIVISION 3. - DANGEROUS ANIMALS

Sec. 6-131. - Definition.

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

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

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

Sec. 6-133. - Notice of impoundment.

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

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

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
 - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:
 - a. Requiring that, at all times, the animal either be confined in a secure enclosure, or be attended by the owner or a person capable of controlling the animal who is eight years of age or older, and restrained by a secure collar and leash of sufficient strength to prevent escape.
 - b. Prohibiting the animal from being chained, tethered or otherwise tied to any fixed object such as a tree, post or building.

- c. Requiring the owner to inform by any means, including written notification, signs, etc., any persons, including, but not limited to, the postmaster, utility company, meter readers or other persons who routinely come on the property of the owner, that a dangerous animal is on the premises, or, if the owner moves his residence to another location within the city, to inform any such persons that the animal is now on the new premises.
 - d. Requiring the owner to prove financial responsibility for any injury or damage which may be caused by the animal by posting a cash or surety bond for an amount up to \$1,000.00.
 - e. Requiring the owner to agree to neither sell, offer for sale, breed, give away, nor take any designated dangerous animal out of the city without first having given written notice thereof to the animal control officials.
 - f. Requiring the owner to attend a prescribed course in animal owner responsibility or an obedience class.
 - g. Requiring the owner to tattoo the dangerous animal to provide permanent identification of the animal.
 - h. Requiring all fees and expenses described in section 6-136 to be paid by the owner before the animal is released to the owner.
 - i. Requiring the owner to agree that failure to comply with any of the terms and conditions of the written agreement may result in the animal subsequently being impounded and humanely destroyed.
- (3) Cause the animal to be humanely destroyed if, in the opinion of the chief of police, the release of such animal would create an unreasonable risk of harm to the public safety.
- (b) In making its determination regarding the disposition of the animal, the chief of police shall consider all of the circumstances, including, but not limited to, whether the animal's behavior was provoked by any person or other animal.

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

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
 - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.
 - (3) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.
 - (4) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.

- (5) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.
- (b) *Action by administration committee.* After hearing such testimony and evidence as it may deem proper, the administration committee of the city council may:
- (1) Uphold the decision of the chief of police and order the animal humanely destroyed.
 - (2) Modify or reverse, either in whole or in part, the decision of the chief of police, and order the return of the animal to its owner, and impose such conditions upon such return as may be reasonably necessary to ensure the public safety, including, but not limited to, the terms and conditions set forth in sections 6-134(a)(2)a through i, or a continuation of the impoundment of such animal for a period not to exceed 30 days from the date of the hearing.
- (c) *Enforcement of decision.* After the decision of the administration committee of the city council has been rendered as provided in this section, the chief of police shall take such action as is necessary to carry out such decision.

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

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

Sec. 6-137. - Harboring prohibited.

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

Secs. 6-138—6-157. - Reserved.

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

ARTICLE II. - ANIMAL CONTROL

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

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

No horse, mule, cow, calf, swine, sheep, goat, llama, camel, ostrich, peacock, or other agricultural animal or specialized breed of such agricultural animal shall be kept on any property that is not located in the A-1 Agricultural District under chapter 26, zoning, with the exception

that horses may be kept on properties that are zoned R-1 Residential District, on the terms provided in section 26-164.

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

- (a) *Existing nonconforming use.* The keeping of chickens that are located on any property that is not zoned A-1 Agricultural District, under chapter 26, zoning, as of November 1, 2006, is hereby declared to be a nonconforming use. Any person who owns or possesses chickens that are located on any property in any zoning district other than the A-1 Agricultural District under chapter 26, zoning, as of November 1, 2006, may continue to keep not more than three chickens, but not to include roosters, on such property, as long as such chickens are kept in a totally enclosed structure which is located outside of a residential dwelling, and which is located at least 25 feet from any other residential dwelling.
- (b) *Termination of nonconforming use by discontinuation.* In addition, if such person discontinues the keeping of chickens on such property for a period of one year, such nonconforming use shall terminate, and the use of the property shall thereafter conform to the requirements of section 6-158. The keeping of such chickens shall be specific to the property on which the chickens were located on November 1, 2006, and shall be specific to the person keeping such chickens on such property as of such date, and may not be transferred to any other person or to any other property.
- (c) *Termination of nonconforming use for health reasons.* Further, in the event of issuance of an advisory by any department of public health, federal, state or local, that all chickens must be exterminated in the interests of public health, the keeping of all chickens that then constitute a valid nonconforming use under this section shall immediately terminate, and shall not thereafter be re-established on such properties, and the use of all such properties shall thereafter conform to the requirements of section 6-158.

Sec. 6-160. - Indoor pets.

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

INTRODUCED: _____ February 1, 2021

PASSED 1ST CONSIDERATION: _____ February 1, 2021

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2985

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

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

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

ARTICLE II. - ANIMAL CONTROL

DIVISION 5. – REAR YARD POULTRY

Sec. 6-301. – Generally.

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

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

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

Sec. 6-302. – Poultry license.

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

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

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

Sec. 6-304. – Poultry coop.

Poultry shall be kept in a poultry coop located on the poultry owner’s property. The size of the poultry coop shall comply with generally accepted animal husbandry standards for every individual poultry kept there. The poultry coop shall be of sufficient structural soundness to keep the poultry safe and secure. Materials used in the construction of the poultry coop must be similar in appearance and quality to the main structure or accessory structures on the premises, unless purchased as an item advertised as a complete, standalone poultry confinement structure. A detached garage or shed located on the premises may be used as a poultry coop provided that the poultry is confined to a specific area of such structure. The poultry coop shall be sized appropriately to accommodate the total number of poultry kept at any time. The poultry coop shall be constructed so as to allow access for the purposes of feeding and watering of poultry, for cleaning, maintenance and repairs, and for inspection by authorized city personnel.

Sec. 6-305. – Poultry run.

A poultry run is required for the keeping of poultry. The poultry run must be attached to the poultry coop so that poultry may have free access to either at all times. The poultry run shall be completely enclosed so as to prevent the escape of the poultry. The size of the poultry run shall comply with generally accepted animal husbandry standards for every individual poultry kept. Materials used for the poultry run shall be sturdy and self-supporting. The poultry run shall be sized appropriately to accommodate the total number of poultry kept at any time. The poultry run shall be constructed so as to allow access for the purposes of feeding and watering of poultry, for cleaning, maintenance and repairs, and for inspection by authorized city personnel.

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

Prior to the keeping of any poultry, a poultry owner must obtain a land use permit for the poultry coop and poultry run from the zoning administrator or designee. The granting and continuation of such land use permit shall be conditioned on compliance with the requirements set forth in this division. A dimensional site plan of the poultry coop and poultry run shall be required as part of the application for such permit, including distances from neighboring dwellings. Construction of a poultry coop larger than 120 square feet in size shall also require a building permit. If the poultry coop or run is to be moved, the site plan shall also show the entire

area where the coop and run may be located. Any substantial modification of the poultry coop or poultry run shall require a new land use permit.

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

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

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

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

INTRODUCED: _____ February 1, 2021 _____

PASSED 1ST CONSIDERATION: _____ February 1, 2021 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

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

ORDINANCE NO. 2983

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

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

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

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

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

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

INTRODUCED: _____ January 19, 2021

PASSED 1ST CONSIDERATION: _____ January 19, 2021

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Robert M. Green, Mayor

Jacqueline Daniels, MMC, City Clerk

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

ORDINANCE NO. 2986

AN ORDINANCE REPEALING SECTION 2-129, APPLICABILITY OF ROBERT’S RULES OF ORDER, OF DIVISION 3, RULES OF PROCEDURE, OF ARTICLE II, CITY COUNCIL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW SECTION 2-129, APPLICABILITY OF ROBERT’S RULES OF ORDER.

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

Section 1. Section 2-129, Applicability of Robert’s Rules of Order, of Division 3, Rules of Procedure, of Article II, City Council, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and new Section 2-129 is enacted in lieu thereof, as follows:

Sec. 2-129. - Applicability of Robert's Rules of Order.

In all cases not provided for either in this division or in any rules of procedure adopted by the council, Robert's Rules of Order, Newly Revised, Twelfth Edition, shall govern all points of order arising at city council meetings, but failure to comply with Robert's Rules of Order shall not affect the legality of any action of the council in any manner or to any extent.

INTRODUCED: _____ February 1, 2021 _____
PASSED 1ST CONSIDERATION: _____ February 1, 2021 _____
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR ROBERT M. GREEN

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

TO: City Council
FROM: Mayor Robert M. Green
DATE: January 28, 2021
SUBJECT: Request for a Minor Update to Code of Ordinances Regarding Robert’s Rules
REF: (a) Robert’s Rules of Order, Newly Revised (12th Edition)
(b) Administrative Policy #07, Rule 77(a): Procedure for Passage of Ordinances

1. **Background.** I request council’s consideration to update the referenced edition of Robert’s Rules in the City Code from the 10th Edition (2000) to the 12th Edition (2020). The rules of parliamentary procedure have not changed, but the new edition has been reformatted for easier reference, and includes additional guidance on electronic meetings which were not covered in the 10th Edition (published in 2000). Also, for anyone seeking to obtain a copy for reference, it would be wise and most practical to purchase the most current version of Robert’s Rules.
2. **Requested Change.** The desired text change is:

Sec. 2-129. - Applicability of Robert’s Rules of Order.

In all cases not provided for either in this division or in any rules of procedure adopted by the council, Robert’s Rules of Order, Newly Revised, ~~Tenth~~ Twelfth Edition shall govern all points of order arising at city council meetings, but failure to comply with Robert’s Rules of Order shall not affect the legality of any action of the council in any manner or to any extent.
(Code 2017, § 2-108; Ord. No. 2900, § 1, 4-3-2017)

Rather than simply changing the text to “the current edition”, City Attorney Rogers has advised that the code specify the version in use, to avoid any confusion. A new edition of Robert’s Rules is only released once a decade or so.

3. **Additional Consideration.** Due to the non-controversial nature of this change, I ask for the City Council to suspend the rules requiring this change to be considered at three separate council meetings, and to approve this measure for passage and adoption on February 1, 2021.

Xc: City Clerk
City Administrator
City Attorney

###



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 9, 2021
SUBJECT: FY2022 City Council Goal Document

Attached are two sets of the FY2022 City Council Goals, Work Program, and Short-Term Financial Plan. The first set is the set that was originally sent to council with the Mayor's additions in green and now changes to those green additions redlined. As directed by City Council, City Administrator Gaines and I sat down and reviewed the additions and removed the items that were not specifically discussed at goal setting. These items that have been removed are the green items that are now redlined. You will also see redlining related to the document reference links. With the removal of some of the referenced documents, letters corresponding to those documents had to be updated.

We have also included a "clean" set that should represent the final FY22 goals. If you have any questions regarding the document, please feel free to contact Ron Gaines or myself.

DRAFT



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

City of Cedar Falls, Iowa

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

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ANNEX A: SHORT-TERM FINANCIAL PLAN A-1

References Cited in this Document

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

Abbreviations Used in this Document

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

GOAL 1: DELIVER RESPONSIVE LOCAL GOVERNMENT

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

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

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

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

C. FY22 DETAILED OBJECTIVES

1. City of Waterloo Objectives.

~~a. Support Waterloo's goals as stated in its Strategic Plan, when in the best interest of Cedar Falls [reference (b)].~~

~~b.a.~~ Support the creation of a Regional Airport Authority, if initiated and supported by the City of Waterloo.

~~e.b.~~ Support continued discussions at the Police Chief and Fire Chief level with Waterloo to enhance mutual aid (28E) agreements for faster emergency response times and lower callback expenses for both cities.

~~d.c.~~ Support coordination with Waterloo directly and through INRCOG/MPO on common legislative goals.

~~e.d.~~ Continue to explore Waterloo's use of Cedar Falls' refuse transfer station.

~~f.e.~~ Support cooperative efforts to upgrade the County Consolidated Communications Center (911 dispatch) while exploring options to minimize costs assessed to Cedar Falls.

2. University of Northern Iowa (UNI) Objectives.

~~a. Actively support UNI's goals as stated in its Strategic Plan [reference (e)].~~

~~b.a.~~ Continue to collaborate with UNI to address public safety, parking, College Hill neighborhood, equitable payment for City services, sharing of facilities and elimination of duplicated governmental services.

~~e-b.~~ Continue to explore the viability of shared service contracts with UNI for policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development and usage.

~~d-c.~~ Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land; this approach will allow City funds to be used for site development.

~~e-d.~~ Engage with Iowa Workforce Development and UNI to explore opportunities to retain recent UNI graduates in Cedar Falls.

~~f. Continue to actively develop UNI student internship opportunities with the City to foster civic awareness and promote careers in public service.~~

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

a. Continue to encourage the CFCSD to maintain an elementary school in northern Cedar Falls consistent with the 2008 Northern Cedar Falls Visioning Committee Report.

~~b. Support CFCSD's goals as stated in its District Goals Plan [reference (d)].~~

~~e-b.~~ Assist CFCSD with infrastructure improvements that create parking areas, joint City/Schools playgrounds, and building expansion areas.

~~d-c.~~ Support improvements to parking and pedestrian traffic near public schools in accordance with the Safe Routes to Schools Study [reference (be)]; examples of such design are Orchard Hill Elementary, Southdale Elementary, and Lincoln Elementary.

~~e-d.~~ Coordinate with CFCSD on the completion of the new Cedar Falls High School; identify local, county and state facilities, programs and property which can minimize duplication of services.

4. Cedar Falls Utilities (CFU) Objectives.

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

b.a. Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for CFU projects completed in City TIF districts.¹

e.b. Support CFU in the implementation of water service programs, as CFU is the sole governmental entity authorized by code to provide these services.

- (1) Implement public water special assessment programs (if requested by CFU) to install a public water system in un-serviced areas², if requested and financially supported by a majority of benefited property owners.
- (2) Use CDBG funding (if eligible) to pay for water service line connection for all residents who are income-eligible and property taxes to pay for fire hydrant installation; CFU will pay for all water line over-sizing and property owners will pay all other expenses, less any other funding sources.

d.c. Continue to explore sustainability **and resiliency** initiatives jointly with CFU.

~~5. Diversity and Inclusion Objectives.~~

~~a. Continue active support for the Human Rights Commission's research, education and outreach efforts.~~

~~b. Continue to support the Economic Inclusion efforts of Grow Cedar Valley and other area stakeholders.~~

~~6.5. Resiliency and Sustainability Objectives.~~

~~a. Continue to support the development of the Cedar Falls Resilience Plan to address environmental sustainability and resiliency concerns.~~

b.a. Develop an Island Park Master Plan to address frequent damage / silting from Cedar River flooding.

e.b. Continue to support conversion of city buildings to LED lighting, when cost-effective, to reduce the City's electricity demand.

d.c. Continue to support the conversion of unused City property to native tallgrass prairie (when practical) to reduce storm water runoff, minimize lawn maintenance requirements, and provide habitat for wildlife and pollinators.

e.d. Continue to support the conversion of select gravel alleys to permeable alleys (when

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

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

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

7.6. General Governance Objectives.

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

GOAL 2: ENSURE GOVERNMENT EFFICIENCY & EFFECTIVENESS

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

A. SUPPORTING COUNCIL POLICIES

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

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

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

C. FY22 DETAILED OBJECTIVES

1. General Cost Savings Objectives.

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

2. Public Safety Objectives.

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

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

3. Code Enforcement Objectives.

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

- d. Prioritize code enforcement on issues related to health & safety, property maintenance and over-crowding or over-occupancy.
- e. Continue rental inspections on a 3-year cycle.
- f. Expand building maintenance code inspections and enforcement city-wide, including in the College Hill area.
- g. Continue to coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
- h. Continue to evaluate the efficacy of the Landlord Accountability Ordinance [reference (e)] annually.
- i. Implement traffic and parking controls based on public input meetings, test cases, sound engineering / best practices, and specific structural or safety limitations (street width, density, traffic flow and safety).
- j. Enforce laws prohibiting illegal parking on private property (front yards and non-conforming lots).
- k. Enforce over-occupancy regulations.
- l. Enforce parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
- m. Employ traffic calming devices, when appropriate, to address neighborhood traffic concerns.
- n. Consider ordinance changes recommended by the Single Family Conversion task force to limit the number of converted single family homes in neighborhoods.

4. Fire Prevention and Suppression Programs Objectives.

- a. Continue to assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
- b. Continue annual smoke detector inspections in businesses and residences, recognizing that smoke detectors identify fire hazards at the earliest possible time.
- c. Staff fire stations whenever possible with a combination of career, PSO, POC, PT, ambulance and volunteer staff **to maintain readiness while reducing staffing costs.**
- d. ~~Continue placing firefighting ensembles in police vehicles for faster response times.~~

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

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

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

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

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

6. **Stormwater and Wastewater Objectives.**

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

7. **General Legislative Objectives.**

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

- (2) Continue membership in the Iowa League of Cities to lobby for all Iowa cities.
 - b. Continue to oppose changes to TIF laws that would impair the use of TIF as an economic development tool.
 - c. Continue to support property tax reform initiatives that eliminate the rollback formula that shifts burdens among classes of property.
 - d. Continue to meet with legislators to increase rapport, gain insight into current legislative directions, and to apprise them of the City's revenue generation challenges, as well as the negative impact of legislation (including unfunded mandates, tax exempt and rollbacks).
 - e. Continue pre- and post-legislative session meetings with area representatives to discuss topics of mutual interest.
8. **State Legislative Objectives.**
- a. *Introduction.* The November 2020 elections resulted in no changes in the political party that will control the Iowa House and Iowa Senate, along with the Governor's office; Republicans will maintain "trifecta" control of these three institutions for both the 2021 and 2022 legislative session.
 - b. *Legislative Concerns.*
 - (1) Property Tax Backfill. Cedar Falls fully supports funding the state backfill to local governments pursuant to the commercial property tax reduction law passed in 2013. The economic downturn related to COVID-19 has put the state budget in a more challenging position, making funding for the backfill more of an issue in 2021 than 2020. Local governments will need to forcefully advocate to protect the continuance of this funding.
 - (2) Restrictions on the use of Tax Increment Financing (TIF) and Tax Credits. This issue did not gain traction in 2020, but risk for more discussion in 2021 of potential legislation to restrict how cities use TIF is certainly possible. Cedar Falls supports the continuation of TIF as the primary tool for communities to promote economic development.
 - (3) Restrictions on Local Control of Decision-making. Such legislation runs contrary to the intent of the Iowa Constitution's Home Rule Amendment. Examples include:
 - (a). Blocking cities from adopting ordinances to prohibit landlords from rejecting a tenant based solely on the tenant using a Section 8 voucher to pay for rent.

- (b). Requiring a super-majority vote of the public body such as a city council in order to accept a bid for the sale of property that was not the highest bid (bill passed the legislature in 2020, but was vetoed by Governor Reynolds).
 - (c). Legislation prohibiting cities from paying ransomware demands.
 - (d). Prohibiting cities from providing funding for their municipal broadband telecommunications utility
- (4) Other Concerns. Cedar Falls will continue to oppose any unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pensions, etc.) erosions of Home Rule Amendment³ authority, and elimination of state tax credits used for economic development.

c. *Legislative Opportunities.*

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

d. *Key Iowa Legislative Dates for 2021.*

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

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

9. **Federal Legislative Objectives.**

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

GOAL 3: PROMOTE ECONOMIC DEVELOPMENT
 Create an environment conducive to economic development.

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

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

C. FY22 DETAILED OBJECTIVES

1. General Economic Development Objectives.

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

2. Regional Economic Development Organization Objectives.

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

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

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

3. Regional Tourism Objectives

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

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

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

4. Comprehensive Planning, Engineering and Building Objectives.

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

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

- (1) Design standards which protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.
- (2) Clear standards for growth, streets, street connectivity and walkability.
- (3) Low-maintenance landscaping in the city right-of-way, when cost-effective.
- (4) Trails and on-road accommodation of bicyclists, when possible.
- (5) Traffic calming devices and design approaches to address neighborhood traffic concerns, when practical.

5. Zoning Ordinance Economic Development Objectives.

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

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

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

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

6. Affordable Housing Development Objectives.

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

7. Commercial and Office Economic Development Objectives.

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

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

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

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

a. Carry out the recommendations of the College Hill Parking Study [reference (i⊕)].

b. Continue to enact the College Hill Urban Revitalization Plan [reference (j⊕)].

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

a. Continue to enact the recommendations of the Northern Cedar Falls Visioning Committee Report [reference (k⊕)].

b. Continue to support the development of commercial uses in the northeast corner of Lone Tree Road/Center Street and at the Lone Tree Road interchange.

c. Continue to promote the development of commercial growth along Center Street through streetscaping and beautification efforts in the ROW.

10. **Downtown Economic Development Objectives.**

a. Consider adopting an Urban Revitalization District in the Downtown area, following the adoption of new zoning ordinance.

b. Carry out the recommendations of the Downtown Parking Study [reference (l⊕)].

11. **Industrial Economic Development Objectives.**

a. Create a new urban renewal area by acquiring additional land in areas that are attractive to the private sector for industrial development yet can be efficiently developed at a low public cost.

b. Reserve TIF increment capacity to pay off debt incurred by the City/IDOT cooperative construction of the Viking Road/US 58 interchange.

c. Continuing to aggressively repay Industrial Park TIF debt owed to the City debt service, economic development and capital project funds.

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

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

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

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

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

14. Street Improvement Objectives.

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

GOAL 4: ENHANCE COMMUNITY QUALITY OF LIFE

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

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

C. CY22 DETAILED OBJECTIVES

1. Continue planning for Hearst Center expansion/relocation.
- ~~2. Actively support the Cedar Falls Public Library's goals as stated in its annual Strategic Plan [reference (s)].~~
- ~~3.2.~~ Continue to use the Recreation & Fitness Center, Operations & Facilities Needs Assessment [reference (m+)] to determine the viability of expansion.
- ~~4.3.~~ Implement, when financially feasible, an enhanced riverfront as a visitor attraction consistent with the Northern Cedar Falls Development Master Plan [reference (n+)].
- ~~5.4.~~ Coordinate with CFCSO to purchase land for future parks in developing areas when possible.
- ~~6.5.~~ Assist in the solicitation of grants and development of the Cedar River including dam safety improvements, riverbank improvements, and recreational features.
- ~~7.6.~~ Update the Park Master Plan [reference (o+)] **to account for city growth, changing needs and desires of the public, and updating of equipment and facilities.**
- ~~8.7.~~ Continue to implement portions of the Park Master Plan [reference (o+)] for the Big Woods Lake, Gateway Park and Cedar City sites.
 - a. Improve the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.

~~9-8.~~ Develop an annual street right-of-way beautification, wayfinding signage, bike network signage, and city entrance signage & monument program using hotel/motel tax revenues.

~~10-9.~~ Consider recommendations from City staff when alternative roadway designs are appropriate based on safety, roadway efficiency and financially feasible; typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.

~~11-10.~~ Protect areas identified in the Cedar Falls Environmentally Sensitive Lands Survey [reference (~~p~~*)] as city finances allow.

~~12-11.~~ Identify trails most appropriate for winter snow removal and inform the public via an annually-published Trail and Bus Bench Snow Removal Map [reference (~~q~~*)].

~~13-12.~~ **Develop a Great American Rail Trail Connection Plan to identify possible improvements, wayfinding, and other amenities along the Cedar Falls portion of this cross-country route.**

~~14-13.~~ **Continue collaboration with CFCSO on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.**

GOAL 5: FOSTER ORGANIZATIONAL EXCELLENCE

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

A. SUPPORTING POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

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

C. FY22 DETAILED OBJECTIVES

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

ANNEX A: FY2022 SHORT-TERM FINANCIAL PLAN

A. FY22 BUDGET POLICIES

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

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

B. FY22 BUDGET CONTINGENCY POLICIES

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

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

C. FY22 CASH RESERVES POLICIES

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

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

D. FY22 REVENUES POLICIES

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

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

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

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

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

E. FY22 EXPENDITURES POLICIES

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

F. FY22 LONG-TERM DEBT POLICIES.

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

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

G. FY22 CAPITAL IMPROVEMENTS PROGRAM POLICIES.

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

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

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

b. Tax-Increment Financing (TIF)

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

c. Road Use Taxes (Street Construction Fund)

- Street equipment
- Parking improvements
- Permeable Alley program

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



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

City of Cedar Falls, Iowa

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

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

Abbreviations Used in this Document

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

GOAL 1: DELIVER RESPONSIVE LOCAL GOVERNMENT

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

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

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

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

C. FY22 DETAILED OBJECTIVES

1. City of Waterloo Objectives.

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

2. University of Northern Iowa (UNI) Objectives.

- a. Continue to collaborate with UNI to address public safety, parking, College Hill neighborhood, equitable payment for City services, sharing of facilities and elimination of duplicated governmental services.
- b. Continue to explore the viability of shared service contracts with UNI for policing, fire protection, dispatch, street maintenance, utilities, and recreational facility development and usage.
- c. Continue to coordinate the development of new City open field recreational uses with UNI to minimize the purchase of additional land; this approach will allow City funds to be used for site development.
- d. Engage with Iowa Workforce Development and UNI to explore opportunities to retain recent UNI graduates in Cedar Falls.

3. Cedar Falls Community School District (CFCS) Objectives.

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

4. Cedar Falls Utilities (CFU) Objectives.

- a. Annually consider repaying eligible CFU expenses (if excess TIF revenues exist) for CFU projects completed in City TIF districts.¹
- b. Support CFU in the implementation of water service programs, as CFU is the sole governmental entity authorized by code to provide these services.

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

- (1) Implement public water special assessment programs (if requested by CFU) to install a public water system in un-serviced areas², if requested and financially supported by a majority of benefited property owners.
 - (2) Use CDBG funding (if eligible) to pay for water service line connection for all residents who are income-eligible and property taxes to pay for fire hydrant installation; CFU will pay for all water line over-sizing and property owners will pay all other expenses, less any other funding sources.
- c. Continue to explore sustainability and resiliency initiatives jointly with CFU.
5. Resiliency and Sustainability Objectives.
- a. Develop an Island Park Master Plan to address frequent damage / silting from Cedar River flooding.
 - b. Continue to support conversion of city buildings to LED lighting, when cost-effective, to reduce the City's electricity demand.
 - c. Continue to support the conversion of unused City property to native tallgrass prairie (when practical) to reduce storm water runoff, minimize lawn maintenance requirements, and provide habitat for wildlife and pollinators.
 - d. Continue to support the conversion of select gravel alleys to permeable alleys (when funds permit) to reduce gravel erosion and pollution from storm runoff.
6. General Governance Objectives.
- a. Continue support for 'Mayor's Updates' to inform the City Council, Cedar Falls residents and stakeholders of the status of Council priorities, City projects, upcoming activities and key information.
 - b. Continue to specify in council agenda memos and presentations how a project or topic fits into the City Council's stated goals and priorities.
 - c. Maintain a directory of governmental units, neighborhood groups, and other stakeholders the City Council would periodically like to meet with to discuss common interests.
 - d. Maintain an online calendar of civic events of relevance to city elected officials, published with as much advance notice as possible to facilitate attendance.
 - e. Hold city council work sessions on council meeting Mondays to discuss complex or

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

potentially contentious matters, including:

- (1) *Consideration of Part-Time Mayor and Related City Code Updates*
- (2) *Council Committee Structure*
- (3) *Island Park Improvements*
- (4) *Downtown Policy Changes to Promote Business*
- (5) *Resilience Plan – Final Report*

GOAL 2: ENSURE GOVERNMENT EFFICIENCY & EFFECTIVENESS

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

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

C. FY22 DETAILED OBJECTIVES

1. General Cost Savings Objectives.

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

2. Public Safety Objectives.

- a. Continue to support and provide feedback on the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County [reference (c)] and other intergovernmental emergency response plans.
- b. Continue the City's PSO model, which hires Public Safety Officers for cross-training in law enforcement, firefighting, and rescue operations.
- c. Continue to review the staffing levels of the POC and Reserve programs to ensure the most efficient use of Public Safety funds and personnel.
- d. Actively solicit Public Safety Services Department employees to participate in the POC and PSO programs to increase their availability for service.
- e. Expand the use of PSOs, part time staff, and POCs to adequately staff fire stations without adding full-time staff or overtime expenses.
- f. Continue to explore the concept of a fee structure for public safety to recoup the City's cost to provide these services.
- g. Continue using supervisor performance measurement tools to hold first line supervisors accountable for daily staffing decisions.
- h. Ensure that weekends and holidays are fully-scheduled productive workdays for shift personnel.
- i. Minimize fire shift overtime, using volunteers, PSOs, POCs, part-time staffing or other cross trained positions to reduce callbacks and staff scheduling expenses.
- j. Use the Performance Based (Merit Based) Pay Policy [reference (d)] to reward supervisors who successfully respond to workload demands with decisions that

adequately protect the safety of employees and the public while minimizing overtime and callback expenses.

- k. Exercise management rights to schedule full staffing to avoid overtime expenses on days where known special public events will tax personnel resources.
- l. Determine the most appropriate location for a new fire station as a result of the study.
- m. Maintain a fire station staffing plan that directs personnel to stations where the highest number of calls for service occurs.

3. Code Enforcement Objectives.

- a. Continue to identify and implement methods designed to better coordinate inspections while enforcing land use, property maintenance codes, rental housing, and zoning and nuisance ordinance violations citywide with cooperative and coordinated actions by the City's departments.
- b. Continue the full-time Code Enforcement Officer position to enforce parking, property maintenance, snow removal, zoning, housing, building, and nuisance codes.
- c. Enforce 48-hour parking laws in response to snow events, citizen complaints, habitual violations, and when public safety is compromised.
- d. Prioritize code enforcement on issues related to health & safety, property maintenance and over-crowding or over-occupancy.
- e. Continue rental inspections on a 3-year cycle.
- f. Expand building maintenance code inspections and enforcement city-wide, including in the College Hill area.
- g. Continue to coordinate and consolidate federally subsidized rental and minimum rental housing inspection duties.
- h. Continue to evaluate the efficacy of the Landlord Accountability Ordinance [reference (e)] annually.
- i. Implement traffic and parking controls based on public input meetings, test cases, sound engineering / best practices, and specific structural or safety limitations (street width, density, traffic flow and safety).
- j. Enforce laws prohibiting illegal parking on private property (front yards and non-conforming lots).

- k. Enforce over-occupancy regulations.
- l. Enforce parking restrictions on all streets less than 31' in width, based on the need for public safety vehicle accessibility.
- m. Employ traffic calming devices, when appropriate, to address neighborhood traffic concerns.
- n. Consider ordinance changes recommended by the Single Family Conversion task force to limit the number of converted single family homes in neighborhoods.

4. Fire Prevention and Suppression Programs Objectives.

- a. Continue to assign Minimum Rental Housing, Section 8 Rental and Commercial Inspection duties to Fire shift personnel whenever possible.
- b. Continue annual smoke detector inspections in businesses and residences, recognizing that smoke detectors identify fire hazards at the earliest possible time.
- c. Staff fire stations whenever possible with a combination of career, PSO, POC, PT, ambulance and volunteer staff to maintain readiness while reducing staffing costs.
- d. Continue placing firefighting ensembles in police vehicles for faster response times.
- e. Continue deploying CAFS equipment in select police vehicles to provide faster fire suppression response times.
- f. Encourage the Fire Chief to exercise management authority in implementing fire station staffing plans, and encourage the Battalion Chiefs to use management discretion in determining daily staffing levels using alternative staff.

5. Yard Waste & Refuse Objectives.

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

- d. Continue the City's public relations program to encourage the environmentally safe disposal of yard waste.
- e. Continue to review refuse fees, when timely, to ensure that sufficient revenues exist to cover all collection costs.

6. Stormwater and Wastewater Objectives.

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

7. General Legislative Objectives.

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

8. State Legislative Objectives.

- a. *Introduction.* The November 2020 elections resulted in no changes in the political party that will control the Iowa House and Iowa Senate, along with the Governor's office; Republicans will maintain "trifecta" control of these three institutions for both the 2021 and 2022 legislative session.
- b. *Legislative Concerns.*

- (1) Property Tax Backfill. Cedar Falls fully supports funding the state backfill to local governments pursuant to the commercial property tax reduction law passed in 2013. The economic downturn related to COVID-19 has put the state budget in a more challenging position, making funding for the backfill more of an issue in 2021 than 2020. Local governments will need to forcefully advocate to protect the continuance of this funding.
- (2) Restrictions on the use of Tax Increment Financing (TIF) and Tax Credits. This issue did not gain traction in 2020, but risk for more discussion in 2021 of potential legislation to restrict how cities use TIF is certainly possible. Cedar Falls supports the continuation of TIF as the primary tool for communities to promote economic development.
- (3) Restrictions on Local Control of Decision-making. Such legislation runs contrary to the intent of the Iowa Constitution's Home Rule Amendment. Examples include:
 - (a). Blocking cities from adopting ordinances to prohibit landlords from rejecting a tenant based solely on the tenant using a Section 8 voucher to pay for rent.
 - (b). Requiring a super-majority vote of the public body such as a city council in order to accept a bid for the sale of property that was not the highest bid (bill passed the legislature in 2020, but was vetoed by Governor Reynolds).
 - (c). Legislation prohibiting cities from paying ransomware demands.
 - (d). Prohibiting cities from providing funding for their municipal broadband telecommunications utility
- (4) Other Concerns. Cedar Falls will continue to oppose any unfunded mandates, reserve restraints (\$8.10 levy, rollback, 411 pensions, etc.) erosions of Home Rule Amendment³ authority, and elimination of state tax credits used for economic development.

c. *Legislative Opportunities.*

- (1) Housing. Cedar Falls supports state efforts to provide additional resources to communities for housing construction, including more state support of local housing trust funds and expansion of the Workforce Housing Tax Credits. An

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

Economic Recovery Advisory Board was created in 2020 to make recommendations for helping Iowa recover from COVID-19. Part of their recommendations will include several to increase funding for workforce housing tax credits and the State Housing Trust Fund. Passage of these recommendations might provide an opportunity for the City of Cedar Falls to secure financial assistance for housing initiatives in the city.

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

d. *Key Iowa Legislative Dates for 2021.*

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

9. **Federal Legislative Objectives.**

- a. Continue to request federal transportation funding support for major street projects.
- b. Request EPA funding for federally mandated treatment plant improvements.
- c. Support CFU in securing federal grants to increase regional electrical distribution capacity and development or access to redundant fiber trunk services into the greater metropolitan area.

- d. Seek changes in EPA/DNR Rules Interpretation to end improper interpretation of rules related to sewer discharges, particularly during periods of wet weather that can overload treatment plants and collection systems.
- e. Continue to be a party in the Iowa League of Cities lawsuit against EPA to seek judicial intervention on rule interpretation detrimental to Cedar Falls.

GOAL 3: PROMOTE ECONOMIC DEVELOPMENT

Create an environment conducive to economic development.

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

C. FY22 DETAILED OBJECTIVES

1. **General Economic Development Objectives.**
 - a. Offer economic development incentives on par with other Iowa cities to remain competitive in the site selection process.
 - b. Continue to support and develop the city's economic development website [reference (g)].

- c. Use TIF funds to acquire land for development into marketable industrial lots.
 - d. Use TIF funds to provide cash incentives to developers and business owners when consistent with City economic development policies.
 - e. Explore the establishment of a University Avenue Corridor TIF district.
 - f. Review downtown incentives (following adoption of new zoning) to consider the increase in assessed value and to incentivize enhanced architectural design or public benefits.
 - g. Provide property tax abatement (based on current schedules) for projects meeting adopted job creation and tax base growth criteria.
 - h. Continue to allocate TIF funds for redevelopment projects on College Hill, in Downtown, and in northern Cedar Falls.
 - i. Continue to dedicate funds for expanding economic development marketing efforts.
- 2. Regional Economic Development Organization Objectives.**
- a. Continue regional economic development partnership with Grow Cedar Valley.
 - b. Monitor economic development agencies (CMS, CHP and GCV) to determine if the City's cash subsidies result in services of value to Cedar Falls citizens and businesses.
- 3. Regional Tourism Objectives**
- a. Continue to maintain a dedicated Cedar Falls Visitors & Tourism Bureau.
 - b. Continue to coordinate marketing and programming efforts between the UNI, Cedar Falls and Waterloo Visitors and Tourism Bureaus for all Metro tourist events.
- 4. Comprehensive Planning, Engineering and Building Objectives.**
- a. Develop a grading ordinance for all new and existing developments.
 - b. Implement the City's Comprehensive Plan [reference (f)] with emphasis on:
 - (1) Design standards which protect urban watersheds by encouraging developers to utilize natural methods of storm water control rather than traditional underground storm water collection and disposal systems.
 - (2) Clear standards for growth, streets, street connectivity and walkability.
 - (3) Low-maintenance landscaping in the city right-of-way, when cost-effective.

- (4) Trails and on-road accommodation of bicyclists, when possible.
- (5) Traffic calming devices and design approaches to address neighborhood traffic concerns, when practical.

5. Zoning Ordinance Economic Development Objectives.

- a. Support the development of a comprehensive new Zoning Ordinance [reference (h)] to replace the Zoning Ordinance first adopted in 1970.
- b. Consider new zoning and traffic control regulations to better control density and parking problems by reducing the number of multiple family and duplex conversions.
- c. Consider changes to zoning regulations which would limit the conversion of single-family properties to rental uses, to protect neighborhood stability and character.
- d. Consider changes to zoning regulations, policies and land use plans to restrict development of non-profit uses on prime commercial sites along arterial streets.
- e. Consider developing a Zoning Ordinance (and Subdivision Ordinance) to accommodate features that encourage mixed uses, variable building setbacks, walkability, sustainability and complete street concepts.
- f. Consider developing, as a part of the new Zoning Ordinance, a new zoning map which includes pre-zoned areas.
- g. Support the pre-zoning of select properties for residential development and shorten the development timeline by identifying neighborhood concerns and responding with developmental limitations.
- h. Annex additional lands into the city (if requested by property owners) to support community growth and development consistent with the Comprehensive Plan [reference (f)].

6. Affordable Housing Development Objectives.

- a. Continue to seek ways in to provide affordable housing options to residents.
 - (1) Review City construction standards to identify possible changes which can promote the construction of affordable housing.
 - (2) Identify existing older homes which can provide a market to meet affordable housing demand.

(3) Target potential developers with Requests for Proposals for affordable housing development, if federal or state grants can be secured.

(4) Partner with Habitat for Humanity to build/rehabilitate homes on city-owned lots.

7. Commercial and Office Economic Development Objectives.

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

8. College Hill Economic Development Objectives.

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

9. Northern Cedar Falls Economic Development Objectives.

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

10. Downtown Economic Development Objectives.

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

11. Industrial Economic Development Objectives.

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

12. MercyOne – Cedar Falls Hospital Economic Development Objectives.

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

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

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

14. Street Improvement Objectives.

- a. Develop cooperative agreements with the IDOT to improve the following streets using RUT, LOST, and GO bonds, if necessary:
 - (1) *Main Street Reconstruction* – Use LOST, RUT, Stormwater, and GO bonds to complete this project for construction 2022-2025.
 - (2) *Cedar Heights Drive* – Use MPO and State safety grants to help fund this project. The City’s match will come from LOST, RUT, and GO bonds for construction in 2020-2022.
 - (3) *West 27th Street Improvements* – Use LOST, RUT, and GO bonds to complete this project in FY2021-2022.
- b. Explore and establish agreements with developers to complete the connection of the following streets:

- (1) Cyber Lane
 - (2) Ashworth Drive – Prairie Winds to Hudson Road
 - (3) Ashworth Drive – Connection to Arbor Drive
 - (4) Ironwood Drive – Connection to Greenhill Road
- c. Continue to develop the plans for the reconstruction of Union Road from 27th Street to University Avenue - Use LOST and RUT funds to complete this project in FY2024-2025, while also seeking federal funding sources.

GOAL 4: ENHANCE COMMUNITY QUALITY OF LIFE

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

A. SUPPORTING COUNCIL POLICIES

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

B. LONG-TERM AND ONGOING OBJECTIVES

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

C. CY22 DETAILED OBJECTIVES

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

6. Update the Park Master Plan [reference (o)] to account for city growth, changing needs and desires of the public, and updating of equipment and facilities.
7. Continue to implement portions of the Park Master Plan [reference (o)] for the Big Woods Lake, Gateway Park and Cedar City sites.
 - a. Improve the Big Woods Campground (cabins, playground, and landscaping) as funding becomes available and as floodplain development ordinances allow.
8. Develop an annual street right-of-way beautification, wayfinding signage, bike network signage, and city entrance signage & monument program using hotel/motel tax revenues.
9. Consider recommendations from City staff when alternative roadway designs are appropriate based on safety, roadway efficiency and financially feasible; typically, these opportunities arise when a street is scheduled for resurfacing or reconstruction allowing the City to address issues involving landscaping, pedestrian movements, transit, bike and vehicular traffic.
10. Protect areas identified in the Cedar Falls Environmentally Sensitive Lands Survey [reference (p)] as city finances allow.
11. Identify trails most appropriate for winter snow removal and inform the public via an annually-published Trail and Bus Bench Snow Removal Map [reference (q)].
12. Develop a Great American Rail Trail Connection Plan to identify possible improvements, wayfinding, and other amenities along the Cedar Falls portion of this cross-country route.
13. Continue collaboration with CFCSD on the development of plans for a new indoor community pool, co-located with the new Cedar Falls High School.

GOAL 5: FOSTER ORGANIZATIONAL EXCELLENCE

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

A. SUPPORTING POLICIES

1. Provide an employee wage and benefit schedule that is competitive with other municipalities in the state of Iowa and private enterprise in the metro area.
2. Maintain clear lines and methods of communication between policy makers and staff.
3. Treat employees with respect and expect that they, in turn, will treat citizens with respect.

4. Encourage and management and supervisory employees to be creative and innovative in the delivery of city services.
5. Promote continuous quality improvement in all city government operations.

B. LONG-TERM AND ONGOING OBJECTIVES

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

C. FY22 DETAILED OBJECTIVES

1. Conduct a workforce climate assessment survey in FY22 to identify areas for improvement in human resources management.
2. Continue to evaluate whether to fill an opening or proposed newly created position.
3. Explore restructuring, merging, or eliminating unnecessary positions as they become vacant.
4. Develop and maintain maintaining multi-year staffing and succession plans.
5. Implement and maintain updates to the city's Comprehensive Pay Plan [reference (r)].
6. Continue to fund the City's tuition assistance program [reference (s)] for employees.
7. Encourage employees to use the City's wellness program [reference (t)] and continue to offer incentives for participation.
8. Update the staffing plan to address employment attrition, retirements and the use of PT, PSOs, POCs, Police Reservists, volunteers or other cross-training programs to respond to long-term staffing needs.

ANNEX A: FY2022 SHORT-TERM FINANCIAL PLAN

A. FY22 BUDGET POLICIES

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

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

B. FY22 BUDGET CONTINGENCY POLICIES

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

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

C. FY22 CASH RESERVES POLICIES

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

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

D. FY22 REVENUES POLICIES

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

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

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

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

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

E. FY22 EXPENDITURES POLICIES

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

F. FY22 LONG-TERM DEBT POLICIES.

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

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

G. FY22 CAPITAL IMPROVEMENTS PROGRAM POLICIES.

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

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

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

b. Tax-Increment Financing (TIF)

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

c. Road Use Taxes (Street Construction Fund)

- Street equipment
- Parking improvements
- Permeable Alley program

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

January 30, 2021

Mayor Green,

After much deliberation I am writing to notify you that I am resigning from the Cedar Falls Human Rights Commission effective immediately. I stepped into the role of Chair in an effort to help support and lead the commission in our mission to protect human rights and promote diversity and equity for all through advocacy, education, and outreach. In the few months I have been in that position, I have worked to put together an action plan that moves this mission forward and asked our commissioners to step in as point people for the number of actions we are hoping to achieve. I have also taken action on a number of items myself which I have shared with the commissioners in our correspondence and at meetings. It is my hope that the commission continues to work on these actions and I certainly want to be a partner in these efforts as a citizen of Cedar Falls so please reach out to me if you think I can be a resource or support moving forward.

I also have a recommendation for the city to consider. I recommend that the city hire a full-time human rights commission position that is solely dedicated to the mission. This position should be in addition to the support that is already provided by the city. To give some clarity/reference to and for this recommendation, as a chair I typically spent 20 hours a week devoted to commission-related activities and I felt like I was barely scratching the surface to the work that needs to be done to move this community forward.

Thank you for the opportunity. It is certainly not without a heavy heart that I conclude this letter to you.

Sincerely,

Nicole Winther

HRC Resignation

Evan Renfro [renfroevan@gmail.com]

Sent: Wednesday, February 03, 2021 5:24 PM

To: Daryl Kruse; Simon Harding; Kelly Dunn; Mark Miller; Rob Green; Dave Sires; Susan deBuhr; Frank Darrah

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Council Members:

I hereby resign my appointment to the CF Human Rights Commission.

It is a sad time in Cedar Falls: devoid of mayoral leadership; bereft of humor; self-serious and confused; pedantic and shallow.

The commission I was appointed to is unlikely to make any level of impact; it's dysfunction is total.

I would never have accepted the appointment had I known that counting "smiling white faces" on the cover of a Cedar Falls periodical (ie, *Neighbors*) was to be considered human rights work of the utmost importance.

There are real issues of racism and other serious human rights concerns in this great city. Unfortunately, the commission and the senior most level of leadership in the city, remain caught in a vortex of impotency and inaction.

When one can no longer distinguish the most quotidian concerns of political correctness from the most salient issues of human rights, the game is over.

Warmest Regards,
Evan Renfro

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

February 1, 2021

The Committee of the Whole met at City Hall via teleconference at 5:50 p.m. on February 1, 2021, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Staff members teleconferenced in from all City Departments. Amie Rivers with the *Waterloo Courier*, Mark Perington and Wade Greiman from Snyder and Associates, as well as members of the community teleconferenced in.

Mayor Green called the meeting to order and introduced the only item on the agenda, Main Street Traffic Study. Chase Schrage Director of Public Works introduced Mark Perington and Wade Greiman both from Snyder and Associates, both will review the study presentation tonight. Mr. Perington stated the traffic study was done in 2016-2017 and presented to council the summer of 2017. He said the study was of the Main Street corridor from 6th street to University Avenue. It is a 4-lane roadway and was last updated with an asphalt overlay in 2003. The roadway is in disrepair and the utilities and street lighting need updating. Mr. Perington stated in 2017 they gathered public input. He then reviewed data to compare reconstruction alternatives to plan for all modes of transportation. He reported on current crash data which shows a drop in accidents. He reported on projected traffic growth, stating there may be little or no growth over the current capacity of approximately 10,000 vehicles.

Mr. Perington reviewed the three alternatives; 1) reconstruction of existing four-lanes; 2) reconstruction with three-lane throughout with a center turn lane; or 3) reconstruction with 3-lane south of 18th Street with center turn lane and Boulevard north of 18th Street. He reviewed the pros and cons for each alternative. He stated alternatives two or three accommodate more modes of traffic, increase safety/speed control, improve traffic flow and improve aesthetics throughout the corridor. Mr. Perington stated roundabouts are feasible at Seerley, 18th and 12th intersections, however additional information for right of way and utilities impacts will be necessary. He reviewed diagrams of each of these intersections, stating these roundabouts will improve the corridor travel time, with a reduction of 20-30 seconds. He reviewed various grant opportunities for funding the project. He stated the next steps in the process are for the design and right of way to begin in FY2022 and construction to be done in phases in FY2023-FY2025. Mr. Perington stated the recommendation is for a three-lane corridor with on street bike lanes, roundabouts at 12th, 18th and Seerley intersections, and recommends applying for Iowa DOT TSIP funding.

Mayor Green opened it for council discussion. Councilmember Kruse asked about a roundabout at 6th Street; stated there are sufficient bike lanes on adjacent streets; and has concerns with the three-lane boulevard option due to emergency responders being able to pass. Mr. Perington stated 6th and Main would be very tight intersection for a roundabout. He explained the four-lane option with roundabouts would need more ROW. Wade Greiman explained how bicyclists maneuver roundabouts. Councilmember Sires asked for costs estimates on the three alternatives. Mr. Greiman stated in the City's Capital Improvements Plan has it is estimated at \$8.3 million, however with three

roundabouts it would be closer to \$10 million, stating both prices include updating of utilities and street lighting. Councilmember Harding asked if the four-lane option could have a single lane roundabout?; What is the projected decrease in accidents with the three-lane option?; and Can a copy of the public input document be forwarded to the councilmembers? He said he wants to see what the comments were from the commercial businesses, churches, and residents. Councilmember deBuhr stated the original design concept only had looked at roundabouts at 12th and 18th intersections, what was the cost of a roundabout at Seerley? Mr. Perington reminded the council in 2016-2017 it was the start of University Avenue reconstruction and says there seems to be an overall acceptance of roundabouts now. Mr. Greiman stated they can put together a breakdown of cost estimates, and we will know better once we have a better understanding of the Seerley box culvert. Councilmember Darrah asked about the involvement of the Bike taskforce and the number of bike accidents. Mayor Green stated it looks like a consensus of the council another meeting would be necessary to discuss the items council members brought forward tonight.

There being no further discussion, Mayor Green adjourned the meeting at 6:53 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M Green and City Council

FROM: Jaydevsinh Atodaria (JD), Planner I

DATE: February 10, 2021

SUBJECT: Certified Local Government Annual Report

In order to be eligible for the Certified Local Government (CLG) grant programs the City of Cedar Falls must have and maintain a Certified Local Government Agreement with the State of Iowa and the National Park Service. Under the CLG Agreement with the State, Historic Preservation Commissions are responsible for submitting an annual report summarizing the city or county's historic preservation work during the calendar year.

This report documents that the City of Cedar Falls' Historic Preservation Commission has met the requirements of the CLG program and would like to continue its CLG status. During this year, the Historic Preservation Commission was able to gather research on 16th Brick Street and Sawmills in Cedar Falls. Commission also completed the research work for Cedar Heights neighborhood biking/walking tour, completed designing posters and a PowerPoint presentation narrating history of Cedar Heights neighborhood and architectural significance of the neighborhood to host the event but because of Covid 19 in place, commission was not able to host the event. But, commission aims to complete the walking/biking tour of Cedar Heights in spring 2021. This will be the education event that the commission will be sponsoring to spread historical education to the community as planned. Historical Preservation Commission will also be looking for more resources on 16th Brick Street project, this year and aim to make progress to complete the project as planned. Commission has also put up a 2021 Work Plan for current year identifying projects that the commission will be doing this year.

The Community Development Department recommends that City Council adopt the following:

1. Resolution approving and authorizing the submittal of the 2020 Certified Local Government (CLG)/Historic Preservation Commission annual report to the State Historic Preservation Office.

Please feel free to contact me if you have any questions.

XC: Stephanie Sheetz, Director of Community Development
 Karen Howard, Planning & Community Service Manager
 Julie Etheredge, Chair, Historic Preservation Commission

[For SHPO use only]

Received _____

Minimum no. of meetings? yes no
 Required training? yes no
 Fully appointed commission? yes no
 Has the commission been active? yes no
 Has the commission accomplished
 at least one project? yes no
 Comments:

Approved/CLG in good standing yes no

More information requested _____

Entered into database _____/_____

**IOWA CERTIFIED LOCAL GOVERNMENT
 2020 ANNUAL REPORT (January 2020-December 2020)**

NAME OF THE CITY, COUNTY, OR LAND USE DISTRICT: **City of Cedar Falls**

- ◆ *Under the CLG Agreement with the State, local governments and their historic preservation commissions are responsible for submitting an annual report documenting the commission’s preservation work and that they have met the requirements of the CLG program.*
- ◆ *This annual report is also an important tool for your commission to evaluate its own performance and to plan for the coming year.*

Name of the city, county or land use district:
Cedar Falls Historic Preservation Commission

Did your commission undertake any projects for historic identification/survey, evaluation and or registration/nomination projects in this calendar year?

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

- 1) The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.
- 2) The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission. Please upload any Iowa Site Inventory Forms or other survey materials produced during the year. Please do not upload any projects that were funded with a CLG or HRDP grant, mandated by the

Section 106 review and compliance process, or National Register nominations as we already have these documents in our files.

The Historic Preservation Commission did not undertake any projects for Historic identification/survey, evaluation and or registration/nomination projects in this calendar year.

Were any National Register of Historic Places (NRHP) properties in your City, County, or LUD were altered, moved, or demolished in this calendar year?

No

Does your local government designate local landmarks or local districts?

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact Paula Mohr before you complete this section.

No

In this calendar year, what were the actions to revise, amend, change, or de-list a locally designated property? Please provide the name and address of the property(ies) and the action. If no action was taken, enter N/A

N/A

Has your city or county passed other ordinances that directly or indirectly affect historic preservation?

No

Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.

2) The CLG shall provide for adequate public participation in the local historic preservation programs.

- a. Historic preservation planning. Examples include the development or revision of a preservation plan, development of a work plan for your commission, etc.
- b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.

- c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.
- d. Design guidelines/standards

During this year, the Historic Preservation Commission was working on an education piece for sharing the history and preservation knowledge to community for a walking/biking tour project to explore and narrate history of Cedar Heights Neighborhood. Project also aimed at exploring different architectural style houses in the neighborhood. Commission was able to complete the research work, designing posters to promote the event but unfortunately with Covid in place, the commission was not able to conduct the event. Commission is willing to plan this event in spring with hopeful recovery from Covid. In addition, Commission members did have the opportunity to participate in and provided input on the City's *Imagine College Hill Vision Plan* design charrette. One of the goals of the plan is to respect the historic character of College Hill and preserve the historic buildings.

Are there any particular issues, challenges, and/or successes your preservation commission has encountered or accomplished this year?

Participation in the College Hill visioning process will help set the stage for future efforts to preserve the historic character and culture of the city. Commission was working on the walking/biking tour to spread education regarding historic preservation to the community but unfortunately with covid in place, they were not able to conduct this event. With Covid in place, the commissions also had difficulties in getting some of the research work done and were not able to meet several months for discussion as well. But later, on all the public meetings were conducted via virtual platform which made possible for commission to complete the research work for Cedar Heights neighborhood. Commission hope to conduct the education event early spring with a hope that pandemic will not be hindrance.

What partnerships did your commission form or continue with other entities? (Examples include local main street office, historical society, library, museum, service club, etc.) If none, enter N/A

We continue to work with the Cedar Falls Historical Society, Community Main Street, Cedar Falls Tourism and other City of Cedar Falls departments.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A.

N/A

Does your commission have a website?

Yes

What is the website address?

There is a link to the Cedar Falls Historic Preservation Commission on the city's website (www.cedarfalls.com) under Government, Boards, and Commissions.

Does your commission have a Facebook page?

No

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled).

CLG Standards found in CLG Agreement and National Historic Preservation Act:

- 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year.
- 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community.
- 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations.
- 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

Meetings (with a quorum) were scheduled on following dates:

1/14/20, 3/10/20, 7/14/20, 9/08/20, 10/13/20, 11/10/20, and 12/08/20, These meetings were publicized and open to the public.

We recommend that the local government provide the commission a budget with a minimum of \$750 to pay for training and other commission expenses. In this calendar year, what was the dollar amount for the historic preservation commission's annual budget?

The Commission does not have its own budget. Funding and staff support for Commission activities and meetings is covered under the City's Community Services Division budget and is well over \$750 per year.

Where are your official CLG files located?

Certified Local Government files must be stored at city hall (for city commissions) or the county courthouse (for county commissions).

Files are electronically saved in the City's Planning and Community Services computers in a CLG folder dedicated to Historic Preservation activities. Paper copies are also kept by the City's staff liaison to the Commission, Jaydevsinh Atodaria (JD)

Please list the names of the Historic Preservation Commissioners who served during this calendar year.

Julie Etheredge, Jeanine Johnson (Served until 06/30/2020), Meredith Main (Served until 01/31/2020), Brian Hayes, Michael Mahncke, Sally Timmer (Serving since 03/01/2020), and Nathan Arndt (Serving since 10/01/2020).

Each CLG was asked to provide a work plan last year. Please provide a self-assessment of your progress on the initiatives and programs you identified last year. Were you able to accomplish much of what you set out to do? If not, what would help you fulfill this next year's work plan?

Because of Covid 19 pandemic, the commission had to go through irregular schedule to conduct research on some possible projects identified in the Work Plan 2020. However, commission was able to identify some resources like when that was laid, by whom the street was laid, news article in regard to the W 16th Brick Street project and brief information about types of sawmills in Cedar Falls and their timeline. For the Touring Cedar Heights project commission was able to finish research, designing the pamphlet for walking/biking tour but because of covid 19, the commission was not able to host in person event. Commission also put together PowerPoint presentation explaining history of Cedar Heights for an virtual education event but couldn't get going with lack of time. However, Commission hopes to pursue more research work in the upcoming year and try to complete the projects with positive expected outcomes. Commission will be looking to partner the Cedar Heights walking/biking tour with the Hearst Center for Arts, Historical Society and also may share the presentation made to the community with Channel 15's programming (Local Channel). Presentation and poster designed are attached.

Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2021. Please attach your work plan to your annual report.

Please find the attached work plan for year 2021.

Please complete the Commission Training Table.

An important requirement of the Certified Local Government program is annual state-sponsored (such as the Preserve Iowa Summit) or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended

Name of Event	Sponsor Organization	Location	Date	Name of Attendees
Preserve Iowa Summit		Dubuque (Virtual)	June 4-6, 2020	Sally Timmer
Preserve Iowa Summit		Dubuque (Virtual)	June 4-6, 2020	Michael Mahncke

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.

Please note this must be completed. If no one attended, enter none.

Michael Mahncke and Sally Timmer attended the Virtual Preserve Iowa Summit in 2020.

Signature page

Please find the attached Signature Page.

CLG Personnel Table

A. Please list the names of the Historic Preservation Commissioners who served during calendar year 2020:

Julie Etheredge, Jeanine Johnson (stepped down), Meridith Main (stepped down), Brian Hayes, Michael Mahncke, Sally Timmer (filled opening) and Nathan Arndt (filled opening).

B. CHIEF ELECTED OFFICIAL 2020

Name of Mayor, Chairman of Board of Supervisors, or President of LUD Trustees:

First Name: **Robert**

Last Name: **Green**

Mailing Address: **220 Clay Street, Cedar Falls, IA, 50613**

Phone Number: **(319) 268-5118**

Email Address: **Rob.Green@cedarfalls.com**

C. STAFF PERSON FOR THE HISTORIC PRESERVATION COMMISSION

First Name: **Jaydevsinh (JD)**

Last Name: **Atodaria**

Job Title: **Planner I**

Mailing Address: **220 Clay Street, Cedar Falls, IA 50613**

Phone Number: **(319) 268-5185**

Email Address: **JDA@cedarfalls.com**

2020 HISTORIC PRESERVATION COMMISSION: Please note that this is for 2020

Please complete the following and provide information about your new 2020 commission.

If the commissioner represents a locally designated district, provide the name of the district (Representative, Name of Historic District). Specify the month, day, and year that the commissioner's term will end (Term Ends). If a commission member serves as contact with the State Historic Preservation Office for the Commission, please circle yes. **Electronic and mailed communication will be sent to the staff person for the commission and the contact.**

CHAIRPERSON/COMMISSIONER

First Name Julie

Last Name: Etheredge

Mailing Address (please provide full mailing address including city and zip code): 322 W. 6th St. Cedar Falls IA 50613

Home Phone Number: (319) 269-5710

Work Phone Number: (319) 233-8419

Email Address: juliee@invisionarch.com

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2023

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

VICE CHAIRPERSON/COMMISSIONER

First Name Jeanine
Last Name: Johnson

Mailing Address (please provide full mailing address including city and zip code): 509 Clay St. Cedar Falls, IA 50613

Home Phone Number: (319) 266-3070
Cell Phone Number: (319) 610-0554

Email Address: jjohnson@cfu.net

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2019 (not continuing)

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name Sally
Last Name: Timmer

Mailing Address (please provide full mailing address including city and zip code): 203 Tremont St., Cedar Falls, IA 50613

Home Phone Number: Cell: (319) 269-1870
Work Phone Number: (319) 833-3015

Email Address: sallykleisstimmer@gmail.com

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2023

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name: Nathan

Last Name: Arndt

Mailing Address (please provide full mailing address including city and zip code): 809 Walnut St., Cedar Falls, IA 50613

Home Phone Number: Cell: (515) 339-2291

Work Phone Number: (319) 273-6922

Email Address: Nathan.Arndt@uni.edu

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2022

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name: Brian

Last Name: Hayes

Mailing Address (please provide full mailing address including city and zip code): 1826 Grand Blvd., Cedar Falls, IA 50613

Home Phone Number: (319)-277-4559

Work Phone Number: (319) 269-2549

Email Address: floors@cfu.net

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2022

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes No

COMMISSIONER

First Name: **Michael**

Last Name: **Mahncke**

Mailing Address (please provide full mailing address including city and zip code): **1228 Rainbow Drive, Cedar Falls, IA 50613**

Home Phone Number: **(319)-231-8514**

Work Phone Number: **(319) 266-6576**

Email Address: **bubba316@hotmail.com**

Representative, Name of Local Historic District: **N/A**

Term Ends: Month **3** Day **31** Year **2022**

Please indicate if this person serves as the Contact with the State Historic Preservation Office for the Commission. Circle Yes **No**

Cedar Falls Historic Preservation Commission Work Plan 2021

Project Title:	Tour of Cedar Heights
Project Scope of work:	Researching and designing phase of this project has already been done in year 2020. But because of Covid 19, commission couldn't host biking/walking tour narrating history of Cedar Heights neighborhood. Commission will be looking to host this event as planned and in addition will also be looking at a power point presentation educating the people with architectural history of the neighborhood.
Persons responsible:	Brian Hayes (Lead Commissioner), Jaydevsinh Atodaria (city liaison)
Timeline:	<ul style="list-style-type: none"> • March-April- Reaching out to partners and advertise the event. • April – June – to host in person event as planned for walking/biking Tour. • July-August – Plan to give presentation narrating about the architectural history of neighborhood.
Expected outcome:	Driving/ walking / biking tour of Cedar Heights and a presentation narrating architectural significance.
Project Title:	Intensive Survey – W 16th Street (Part 1)
Project Scope of work:	Intensive Survey of the properties around the last 2 blocks of brick street in Cedar Falls. Research history of road and brick street in particular.
Persons responsible:	Jaydevsinh Atodaria (grant administration), <i>Commission lead to be determined, volunteers and potential partnerships to be determined.</i>
Timeline:	<ul style="list-style-type: none"> • Jan – March; Reach out to neighbors, lining up few interviews with people living on the block to find more information about the street on the block. • April- May – Reach out for possible grant cycles; identify tentative cost of the project. • Summer 2021 submit application for grant.
Expected outcome:	The inventory will prove the potential of a district and used to apply for a Transportation Alternative Program (TAP) grant to help fund the preservation of the street. A nomination of the block.
Project Title:	Scavenger Hunt
Project Scope of work:	To host Scavenger Hunt at UNI Campus focusing on art and building history.
Persons responsible:	Nathan Arndt (Lead Commissioner), Jaydevsinh Atodaria (city liaison)
Timeline:	<ul style="list-style-type: none"> • Jan – March – Research and put together materials and identify possible partners and content. • April – Put together all the researched contents including maps,

	<p>questionnaire and design of a poster.</p> <ul style="list-style-type: none"> • May-June – Host the event with several partners. (Target is to host the event in Preservation Month)
Expected outcome:	Host the event both in person and electronically to impart historical education to the community.
Project Title:	Additional projects to be determined ...
Project Scope of work:	
Persons responsible:	
Timeline:	
Expected outcome:	

Certified Local Government Annual Report

Name of Certified Local Government: City of Cedar Falls.

Abelone

02/11/2021.

Signature of person who completed this report

Date

I certify that a representative of the historic preservation commission has attended a public meeting and presented the details of this report to the city council (city CLG) or the Board of Supervisors (county CLG).

February 15th, 2021 (7:00pm, Council Chambers, City Hall/Virtual)

Date of public meeting

Signature of Mayor or Chairman of the Board of Supervisors

Date

Printed Name of Elected Official

Please upload this completed form with your annual report on SlideRoom.

Thank you.

CEDAR FALLS HISTORIC PRESERVATION COMMISSION 2020 Annual Summary

The following is intended to summarize the discussions held by the Commission over the past year. This summary was compiled from meeting minutes. *(NOTE: Meetings in April, May and June were not held because of Covid. Meetings from July – December were held via virtual platform because of Covid.)*

January 14, 2020

- Commission will be looking into touring Cedar Heights educational event and come up with more information to bring up a good educational event for the community.
- Discussion about maintaining Certified Local Government (CLG) status was discussed with commission members.
- City staff mentioned to commission about possibly coming up with some ideas for the preservation month May and informed about 2020 Preserve Iowa Summit.

February 2020

No meeting.

March 10, 2020

- Commission provided updates on Mills in Cedar Falls and will be digging more information to plan a presentation for spreading the word to community.
- Commission discussed various possibilities about activities that can be done during preservation month and will be working to find more information on 16th brick street.
- Commission discussed updates received on touring Cedar Heights educational event and discussed possible next steps to prepare for the educational event for the community.

April 2020

No meeting.

May 2020

No meeting.

June 2020

No meeting.

July 14, 2020

- Commission discussed possibilities of historical significance of the 16th Brick Street and discussed that we might need to find a small district to tie the brick street in order to get some grants to restore it.

- Commission will be continuing to get more information on Touring Cedar Heights educational event project and find more information to develop a trail map and brochure to highlight the event. City staff suggested that the staff will be happy to help with brochure design and developing a trail map.
- Commission discussed that Mennonite Church was up for sale and might be at risk and newly identified historically significant buildings in the city.

August 2020

No meeting.

September 8, 2020

- Commission discussed new findings for 16th Brick street by discussing findings from courier article in 1914. Commission discussed to get more information from previous commission members and will also be contacting SHPO to see available possible grant options for restoring the Brick street.
- Commission did not have more findings on Touring Cedar Heights educational event as they were not able to gather information because of pandemic. City staff mentioned that an educational event will have to be performed to maintain CLG status.
- Commission discussed to find out more information about a sale sign next Cedar Falls Depot building at 422 Main Street.
- Commissions discussed briefly about Greenwood Cemetery and the Mausoleum being good project to work in future. City staff provided update about the College Hill Visioning Event and encouraged commission members to participate in the upcoming month.

October 13, 2020

- Commission is still looking into finding more information on 16th Brick Street, will be also looking into old city records probably in the Courthouse.
- Commission discussed updates on Touring Cedar Heights Educational event and briefly discussed the trail map formed by the group. Commission will also be looking into previous findings by Daryl Anderson and Thomas Connors. City staff suggested to start developing a power point presentation and prepare for an virtual event because of pandemic. Commission will be looking to finalizing and compiling information to city staff to develop brochure prior next meeting.
- City staff will be working to develop a trail map for the event and provided update to the commission regarding the at risk properties.

November 10, 2020

- City staff and the commission discussed the presentation prepared by the commission members and discussed few updates in it. City staff also discussed that the staff will be working to get the agenda out and set up

the virtual event for the next scheduled meeting date. Commission came up with the title of the event as “History of Cedar Heights with Architectural Tour.

- City staff and Commission discussed briefly about newly identified properties at risk in the city and ongoing work at Blue Room Lounge restoration project.

December 8, 2020

- Commission discussed new methods to find articles and reaching out to local people to get more information about 16th Brick Street.
- City staff briefly discussed weather if any grant is available to put up a free standing sign for African American Heritage trail. Commission members will be looking into it and provide update in the next meeting.
- City staff informed the commission members that the planned event “History of Cedar Heights with Architectural Tour” was not possible to hold the virtual event and suggested that the event can happen in the upcoming spring that way the commission can actually achieve what the event was initially planned for.
- City staff and Commission discussed briefly about newly identified First Baptist Church at risk with possible plans of new mixed use building on the site.
- Commission briefly laid out few project ideas for next calendar year as an educational event like doing scavenger hunts in different areas of town or by highlighting history on Mausoleum and barns in the city.

Chair: Julie Etheredge

Vice Chair: Jeanine Johnson (Until June 2020)

HISTORIC PRESERVATION COMMISSION ATTENDANCE JANUARY 2020 THROUGH DECEMBER 2020																
	Jan. 2019	Feb. 2019	Mar. 2019	Apr. 2019	May 2019	June 2019	July 2019	July. 2019	Aug. 2019	Sept. 2019	Oct. 2019	Nov. 2019	Dec. 2019	Total Ratio	% Attend.	
Nathan Arndt		No Meeting		No Meeting	No Meeting	No Meeting			No Meeting		X	O	X	2/3	66%	
Sally Timmer			X					X		X	X	X	7/7	100%		
Julie Etheredge	X		X					X		X	X	X	8/8	100%		
Michael Mahncke	X		X					X		X	X	X	8/8	100%		
Brian Hayes	X		X					O		O	O	X	X	O	4/8	50%
Jeanine Johnson	X		X												2/2	100%
Meridith Main	O														0/1	80%

X = Present
O = Not Present

History of Cedar Heights with Architectural tour

Presented by the Cedar Falls Historical Preservation Commission

History of Cedar Heights

- Gathering area for Native Americans (tribe?)
- Small vacation community
- Rownd Family
- Galloway and Edwards family development
- Annexation to Cedar Falls

Transportation

- Wagon path connection Cedar Falls to Waterloo-Whitney Road
- Railroad
- WCF&N Railroad

Parks

- Pfeiffer Springs Park
 - Once Cedar Falls municipal water supply
 - Typhoid epidemic
 - 1930's WPA project
 - Post WWII emergency housing
 - Today

Parks

- Lookout Park
 - Previous names
 - Litchfield Estate
 - Marriage of Cedar Falls to Cedar Heights
 - Today

Parks

- Hartman Reserve Nature Center
 - Camp Hartman Reserve
 - Hartman Reserve Nature Center
 - Hartman Bluff State Preserve

Architectural Styles Present-

- Craftsman-lowpitched, gabled roof;wide overhanging eaves, exposed rafters, decorative brackets, front or corner porch, tapered or square columns
- Mission Revival-mission-shaped dormers and/or roof parapet, wide overhanging eaves with exposed rafter beams, red-tiled roof, stucco walls, arched windors or doors
- Tudor Revival-half timbering, stucco, steeply pitched roof, cross-gabled, prominent chimney
- Mediterranean Revival-low pitched roof, broad overhanging eaves, red tiles, stucco exterior, and wrought-iron details
- Ranch-single story, devoted patio or deck space, low-pitched roofline, horizontal and asymmetrical façade, attached garages, and large picture windows

1910 Grand Boulevard

- Eclectic, vernacular, Prairie
- Horizontal banding and graphic geometric emphasis
- Roof overhangs and fascia forms



1922 Grand Boulevard

- Mr. and Mrs. Blair, previous residents
- Tudor Revival-steep roof, unequal height, curving roof forms



2022 Grand Boulevard

- C. H. Eichner
- Craftsman and Stick influences



2108 Grand Boulevard

- Chapman Family
- Craftsman with Mission Revival Influences
 - Braces and rafter ends
 - Tile roof
 - Clipped gable



2118 Grand Boulevard

- J.G. Brinkerhoff
- Vernacular Prairie architecture
 - Low-pitched roof, boxed eaves, broad overhangs, ribbon windows



2208 Grand Boulevard

- William Galloway
- Craftsman mansion
 - Braces, beam extension and rafter ends
 - Horizontality
 - Half-timbering



2309 Grand Boulevard

- Luther Edwards
- Native Americans
- Vernacular home
 - Wrap around porch



2410 Greenwood Ave

- Roy Shoemaker and Donald Titus
- Colonial Revival-two story, side gabled
 - Classic detailing, symmetrical facade



2318 Greenwood Ave

- J.W. Brown and Joe Clay
- Prairie style-low pitched, hipped roof, hipped dormers, broad overhanging eaves, ribbon windows
- Copper-quartz fireplace



1614 E Ridgewood Drive

- W.F. Parrot
- Craftsman style-field stone foundation, chimney and porch piers, stucco walls, rafter ends
 - Hipped roof dormer and shed dormer



2315 E Ridgewood Dr

- Tudor Revival Style-steeply pitched roof, unequal gable end heights, ornate stone surround entry
- Native American relics found

1514 W Ridgewood Dr

- Designed by Siberius Saito for Richard and Ruth Kao
- Asian influence, Mid Century Modern style-flat roof, exposed structural beams, horizontality
 - Large expanses of glass
 - Front court enclosure



1712 Picturesque Dr.

- Nancy Price Home
- Split-level contemporary style

1603 Mandalay Dr

- Litchfield Mansion, AKA Mandalay
- Designed by Ernest Mayo
- 1930's-restaurant, inn and nightclub
- Converted into apartments
- 1977 Fire
- Mediterranean Revival-stone walls, red tile roof, large windows
- Interior-22 rooms including billiards room, gymnasium, bowling alley, shooting gallery
- Marble and bronze fountain, pipe organ, central vacuum system, dishwasher and intercomm



Questions?

- Cedar Falls Historic Preservation Commission Members
 - Julie Etheredge
 - Brian Hayes
 - Michael Mahncke
 - Sally Timmer
 - Nathan Arndt



You are invited to a **zoom** webinar!

thehearst



December 8, 2020 at 6:30 pm

Presentation by the Cedar Falls Historical Preservation Commission History of Cedar Heights with Architectural Tour



Please click the link to join the webinar: <https://us02web.zoom.us/j/88041028882>

Or iPhone one-tap: US: +19292056099,,88041028882# or +13017158592,,88041028882#

Or Telephone: Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 880 4102 8882

International numbers available: <https://us02web.zoom.us/j/88041028882>





DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Police Chief
Date: February 11, 2021
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C liquor - renewal.
- b) College Square Cinema, 6301 University Avenue, Special Class C liquor - renewal.
- c) Panther Lounge, 210 East 18th Street, Class C liquor - renewal.
- d) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C liquor - renewal.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
ADMINISTRATION DIVISION

TO: Mayor Green and City Council Members
FROM: Toni Babcock, Human Resources Manager
DATE: February 8, 2021
SUBJECT: Recruiting Firm

In recent years, it has been difficult to find and recruit qualified candidates for our engineering openings. In 2018, the City engaged the services of The Overture Group to successfully fill the City Engineer position. We currently have an opening for our Principal Engineer, which we had difficulty finding candidates for in Fall 2020. Based on the established relationship and their prior candidate sourcing success, we would like to engage The Overture Group for this position.

Attached is a proposal for search services with The Overture Group. As part of this proposal, they have outlined their approach to the search and their contract terms. You will also note that the fee is based on the first year salary, which will be approximately \$25,000. This fee is comparable to other proposals we received in the past.

After your review and approval of the contract we will start working immediately with the recruiting firm in hopes of getting a new Principal Engineer hired in the 2nd quarter of 2021. If you have any questions regarding the contract, please feel free to contact me or Jennifer Rodenbeck.

Proposal for Retained Exclusive Search Services

Presented to:



February 5, 2021

Brandi Mueller
The Overture Group Iowa
425 2nd Street SE, Suite 801
Cedar Rapids, IA 52401
319.360.9134
bmueller@theoverturegroup.com

February 5, 2021

Toni Babcock
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Toni,

Thank you so much for taking the time to share your recruitment needs with us in regards to the search for a new Principal Engineer for your team. We look forward to continuing the relationship with The City of Cedar Falls and helping you fill this critical role. This Engagement Letter proposes an agreement between The Overture Group and The City of Cedar Falls to partner with you in finding the right fit for your team.

Our Approach

We will develop a slate of candidates, whose capabilities, experience and performance match the requirements as discussed with you and defined in your job description, continuing the recruiting process until the Principal Engineer position is filled. Our methodology is a proven step-by-step approach to deliver the best candidate.

Our experience has shown that to maintain a solid communication stream, a strong alliance between you and our staff is desired. To this end, we will request important information such as job responsibilities, organizational culture and corporate objectives. In addition, we request access to a key person by whose authority they can expedite the scheduling of interviews, provide feedback **within two business days** and communicate the reason for candidate rejection to help us understand your needs and requirements.

Position Description/Success Profile/Compensation

During our initial meetings, we will be capturing information from you to develop the success profile tool we use to source qualified candidates. Once the success profile and job description is completed, we will utilize our compensation expert to complete market pricing on the Principal Engineer position. This information would be approved by you prior to the search process commencing.

Candidate Sourcing/Interviewing

We will search our database for related candidates, develop a demographic list of target organizations, network with industry professionals and utilize our contacts within professional associations to source appropriate candidates. If you desire, we can contact specific organizations or individuals that you believe may be worth pursuing.

A thorough screening process will be completed on all candidates to determine those whose capabilities, experience and performance will be best fitted for the job description and further pursued. We will present a pool of candidates to you that fit the success profile we develop together. You will receive a resumes and candidate profiles of the candidates' qualifications for the role. Once these candidates have been presented, the next step is to select candidates for you (the client) to start interviewing and vetting for the position. We will/can facilitate this process.

OUR PROCESS



Once final candidates are chosen by you, we will arrange comprehensive background (employment, education, criminal and credit history) and reference checks through an outside service.

We will follow up directly with all of the candidates who have been interviewed by you as well as communicate with the new hire to discuss their role, expectations, progress and concerns.

Offer Letter

If desired, we will assist with drafting an offer letter that will address the following:

- Annual salary
- Annual incentive
- Employee benefits (health benefits, life and disability insurance, vacation/PTO, etc.)
- Key legal provisions in your employment offer as necessary (non-solicitation of customers, non-solicitation of employees, protection of intellectual capital and confidential information, change-of-control provisions, etc.)
- Conditions of the offer

On-Boarding/Follow Up Program

Once you have secured a candidate, we will work with you to develop an on-boarding plan to ensure an easy transition for both you and your new employee. This plan also builds a foundation that helps accelerate their contribution to the company. We have found newly hired executives and managers, as well as the hiring companies, find tremendous benefit from a well-defined on-boarding plan that covers their first three to six months of employment.

In approximately three to four months, we will follow up with you as well as the newly hired employees at your office in a planned meeting to discuss their role, expectations, progress and concerns. In addition, as appropriate, we will revisit the on-boarding plan.

Staffing/Fees/Cancellation/Guarantee

Brandi Mueller will be the project manager for this engagement. We will also use other dedicated resources as appropriate. For this search, our professional service fee will be 25% of the first years' annual projected compensation. A retainer project fee of 1/3 will be due upon acceptance of this proposal. We will invoice The City of Cedar Falls 1/3 of the project fee after the presentation of candidates, and the remainder 1/3 of the fee will be invoiced on the first day of employment of your new employee. **Our invoice is due within 30 days of your respective candidates start date.**

In the event you cancel any of the search engagements prior to completion, you agree to reimburse The Overture Group for time and expenses to date, not to exceed \$10,000 or the first 1/3 of the fee. This is based upon the significant time we spend during the 1st 30-45 days, plus winding down the engagement with candidates we have talked to.

You will receive a 1-year replacement guarantee if payment is received according to the terms as stated above. If the placed candidate leaves his or her employment within 12 months of his/her start date for any reason, other than a change of control, reorganization or position elimination, The Overture Group will provide a replacement search for this first candidate placed at no cost to you.

If any additional hire(s) result from candidates presented by The Overture Group to you within a 12-month period after accepting the condition of terms on this engagement letter, Client agrees to pay a placement fee of 25% of the candidate’s first year annual salary.

This search engagement will begin immediately after receipt of the signed proposal.

BUSINESS TERMS AND PROJECT ACCEPTANCE

The attached General Business Terms apply to this Engagement Letter, and are incorporated herein by this reference. Please indicate your acceptance of this proposal by signing below and returning a copy to Brandi Mueller.

We look forward to working with you and the team! If at any time you have questions, concerns, or issues with our services, billings or anything else related to our service, please Brandi Mueller at 319-366-3688.

Sincerely,

The Overture Group, Iowa



Brandi Mueller

Attachments: General Business Terms

This Engagement Letter and the attached General Business Terms set forth the terms and conditions of our agreement and by executing below the undersigned hereby accepts and agrees to be bound by the terms set forth therein.

Acknowledged and Accepted:
The City of Cedar Falls

By: _____

Title: _____

Date: _____

EIN: _____

General Business Terms

The following General Business Terms are incorporated into the Engagement Letter and proposal made by the Overture Group, LLC and are collectively referred to herein as the "Agreement":

1. Confidentiality. With respect to any information supplied in connection with this Agreement and designated by either party as confidential, or which the recipient should reasonably believe is confidential based on its subject matter or the circumstances of its disclosure, the recipient agrees to protect the confidential information in a reasonable and appropriate manner, and use and reproduce the confidential information only as necessary to perform its obligations under this Agreement and for no other purpose. The obligations in this section will not apply to information which is: (i) publicly known; (ii) already known to the recipient; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, the recipient may disclose the confidential information on a need-to-know basis to the recipient's contractors, agents and affiliates who agree to maintain its confidential nature.

2. Deliverables. (a) Upon full payment of all amounts due The Overture Group in connection with this Agreement, all right, title and interest in the deliverables set out in the Engagement Letter will become Client's sole and exclusive property, except as set forth below. The Overture Group will retain sole and exclusive ownership of all right, title and interest in its work papers, proprietary information, processes, methodologies, techniques, ideas, concepts, trade secrets, know how and software, including such information as existed prior to the delivery of the services and, to the extent such information is of general application, anything which The Overture Group may discover, create or develop during the provision of services for Client. Except for software owned by and/or proprietary to The Overture Group, to the extent the deliverables contain The Overture Group's proprietary information, The Overture Group grants Client a non-exclusive, non-assignable, royalty-free license to use it in connection with the deliverables and the subject of the Engagement Letter and for no other or further use. To the extent the deliverables contain the proprietary information of a third party; Client agrees to comply with such third party's terms of license as the same are communicated to Client. All licenses to software (including any enhancements to software) will be licenses to object code only.

(b) Client acknowledges and agrees that any advice, information or work product provided to Client by The Overture Group in connection with this engagement is for the sole benefit and use of Client and may not be relied upon or used by any third party. Client further agrees that if it makes any such advice, information or work product available to any third party other than as expressly permitted by the Engagement Letter or Section 1(v) above, the provisions of Section 4(c) below will apply unless: (i) Client provides to the third party an acknowledgement and release letter substantially in the form of Exhibit A attached hereto (the "Letter"); and (ii) the third-party signs and returns the Letter to Client. Upon request, Client will provide The Overture Group with a copy of the signed Letter.

3. Warranty. The Overture Group warrants that the services will be performed with reasonable care in a diligent and competent manner. The Overture Group's sole obligation will be to correct any non-conformance with this warranty or, if The Overture Group cannot correct the non-conformance, to refund to Client the amount paid to The Overture Group for the portion of the services or deliverables that does not conform to this warranty; provided that Client gives The Overture Group written notice within thirty (30) days after the services are performed or, if applicable, deliverables are delivered. The notice will specify and detail the non-conformance and The Overture Group will have a reasonable amount of time, based on its severity and complexity, to correct the non-conformance. The Overture Group does not warrant and is not responsible for any third-party products or services. Client's sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against The Overture Group.

THIS WARRANTY IS THE OVERTURE GROUP'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED.

4. Indemnification. (a) Each party agrees to indemnify, hold harmless and defend the other from and against any and all claims, actions, fees, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) (collectively, "Liabilities") for bodily injury or death of any person or damage to real or tangible personal property which the other party may sustain or incur, to the extent such Liabilities result from the negligence or willful misconduct of the indemnifying party, its employees, agents or representatives.

(b) The Overture Group agrees to indemnify, hold harmless and defend Client from and against any and all Liabilities to the extent such Liabilities result from the infringement of any third party's intellectual property by any deliverables provided under this Agreement. The foregoing indemnification will not apply to the extent any infringement results from: (i) the use of the deliverables other than in accordance with the terms of this Agreement and any applicable documentation or instructions supplied by The Overture Group; (ii) any modification to the deliverables not expressly agreed to in writing by The Overture Group; or (iii) the combination of the deliverables with any materials not provided or expressly approved by The Overture Group.

(c) Client agrees to indemnify, defend and hold harmless The Overture Group from and against any and all Liabilities incurred or suffered by or asserted against The Overture Group to the extent such Liabilities result from a third party's use, possession of or reliance upon The Overture Group's advice, information or work product as a result of Client's failure to comply with the Letter requirements of Section 2(b) above.

5. Liability. (a) Except for each party's indemnification obligations under this Agreement, the total liability of Client and The Overture Group (and their respective affiliates, Officers, directors, employees, contractors, agents and representatives) relating to this Agreement will in no event exceed an amount equal to the fees paid (in the case of The Overture Group's liability) or owing (in the case of Client's liability) to The Overture Group under this Agreement. In no event will Client or The Overture Group (or their respective affiliates, Officers, directors, employees, contractors, agents or representatives) be liable for any special, consequential, incidental, punitive or exemplary damages or loss (nor any loss of profits, savings, data, use of software or hardware or business opportunity, or interruption of business) even if advised of the possibility of such loss.

(b) In addition, notwithstanding anything to the contrary in this Agreement, when a candidate is hired by the Client, Client agrees and acknowledges that from that point in time going forward, The Overture Group (and their respective affiliates, Officers, directors, employees, contractors, agents and representatives) shall not be liable for any damages including, but not limited to, special, consequential, incidental, punitive or exemplary damages or loss of any kind.

6. Termination. (a) Either party may terminate this Agreement at any time, with or without cause, upon fifteen (15) days prior written notice to the other party. (b) Client will pay The Overture Group for all services rendered (including deliverables and products delivered), expenses incurred and commitments made by The Overture Group through the effective date of termination.

7. General. (a) Except for the payment of money, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control. (b) No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent. (c) Neither party may assign or transfer this Agreement without the other party's prior written consent. (d) Any notices given pursuant to this Agreement will be in writing, delivered to the addresses set forth in the Engagement Letter (unless changed by either party by notice to the other party), and will be effective upon receipt. (e) If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect. (f) Each party is an independent contractor and not an employee, agent, joint venture or partner of the other. As independent contractors, the parties shall not have, or hold themselves out as having, the power or authority to bind or create liability for the other by their intentional or negligent acts. (g) The Overture Group may from time to time use subcontractors to deliver specific products or services to Client. The management of and all financial arrangements with subcontractors will be The Overture Group's responsibility. (h) The terms of this Agreement which by their nature are to survive this Agreement will survive its expiration or termination. (i) The parties acknowledge that they may correspond or convey documentation via Internet e-mail and that neither party has control over the performance, reliability, availability, or security of Internet e-mail. Therefore, neither party will be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond its reasonable control. (j) Neither party intends that there be any third-party beneficiaries to this Agreement. (k) Neither party will use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. Notwithstanding the foregoing, The Overture Group may mention Client's name and provide a general description of the engagement in The Overture Group's client lists and marketing materials. (l) The parties agree that this Agreement and any dispute or claim arising out of or relating to this Agreement or the services will be governed by and construed in accordance with the laws of the State of Iowa without regard to such state's laws of conflicts. The parties agree that all litigation or other legal proceedings under this Agreement will be brought in the State or Federal courts located within the State of Iowa. The parties agree to this choice of law, jurisdiction and venue, and waive the defense of an inconvenient forum. Additionally, the parties waive trial by jury and agree that any dispute or claim should be resolved by a judge without a jury, and each party agrees to be subject to the personal jurisdiction of the courts of Iowa. In the event of any dispute concerning this Agreement, the party in default shall pay the non-defaulting party's costs and reasonable attorney fees. Interest shall accrue on any outstanding balance at the rate of 15% per annum. (m) Any action against either party by the other in connection with this Agreement must be brought within eighteen (18) months after the cause of action arises. (n) If any conflict arises between the terms of this Engagement Letter and these General Business Terms, the General Business Terms shall apply. (o) This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the parties with respect to its subject matter.



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

TO: Mayor Green and City Council Members

FROM: Paul Kockler, Accountant

DATE: February 9, 2021

SUBJECT: **Amendment to Cafeteria Benefits Plan Document**

Attached for your approval is an amendment checklist that serves as the amendment document to the City of Cedar Falls Cafeteria Benefits Plan Document with iSolved Benefits Services, Inc. The amendment proposed by City Staff is to allow employees to revoke an election, make a new election, or decrease or increase an existing election for a health/limited purpose/dependent care flexible spending account on a prospective basis without regard to change in status rule. This amendment is allowed by the Federal Consolidated Appropriations Act signed into law December 27, 2020 in response COVID-19 pandemic. City staff recommends approval of the amendment. If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachment

isolved Benefit Services

Consolidated Appropriations Act FSA Plan Change Amendment Checklist

The recently passed Consolidated Appropriations Act, 2021 ("CAA"), includes several provisions that allow but do not require employers to temporarily amend plan designs in order to offer relief for Health and Dependent Care Flexible Spending Accounts. Please complete the fields below if you choose to permit any of these options and we will make the requested changes to your plan as soon as administratively feasible:

Company Name ("Company"): City of Cedar Falls

Completed by (Individual Authorized by Company to Amend Cafeteria Plan): _____

Authorized Individual Email Address: _____

If opting to extend participants' access to unused 2020 or 2021 Health/Limited Purpose or Dependent Care FSA funds:

For each FSA plan type, plans are permitted based on optional provisions to either:

- o Extend the Carryover, with up to a no dollar limit from a plan year ending in 2020 and/or 2021 to a plan year ending in 2021 and/or 2022; **or**
- o Extend Grace Period up to a full 12 months after the end of the plan year for a plan year ending in 2020 and/or 2021.

For change (or addition) in Health/Limited Purpose or Dependent Care FSA carryover (applicable only to plans that provide for carryovers or want to add them):

Amend 2020 plan to allow: (select an option ONLY as you wish to amend for that plan type)

Remove cap on carryover amounts of any and all remaining funds in Health/Limited Purpose FSA balance for plan year ending in 2020; or

Elect a cap on carryover amount that is less than any and all remaining funds in Health/Limited Purpose FSA balance for plan year ending in 2020 to cap of \$ _____ (amount that is less than all remaining funds, such as up to cap of \$1,000)

Remove cap on carryover amounts of any and all remaining funds in Dependent Care FSA balance for plan year ending in 2020; or

Elect a cap on carryover amount that is less than any and all remaining funds in Dependent Care FSA balance for plan year ending in 2020 to cap of \$ _____ (amount that is less than all remaining funds, such as up to cap of \$1,000)

Amend 2021 plan to allow: (select an option ONLY as you wish to amend for that plan type)

Remove cap on carryover amounts of any and all remaining funds in Health/Limited Purpose FSA balance for plan year ending in 2021; or

Elect a cap on carryover amount that is less than any and all remaining funds in Health/Limited Purpose FSA balance for plan year ending in 2021 to cap of \$ _____ (amount that is less than all remaining funds, such as up to cap of \$1,000)

Remove cap on carryover amounts of any and all remaining funds in Dependent Care FSA balance for plan year ending in 2021; or

Elect a cap on carryover amount that is less than any and all remaining funds in Dependent Care FSA balance for plan year ending in 2021 to cap of \$ _____ (amount that is less than all remaining funds, such as up to cap of \$1,000)

For change in Health/Limited Purpose or Dependent Care FSA grace period (applicable only to plans that provide for grace periods or want to add them):

Amend 2020 plan to allow employees to (select an option ONLY as you wish to amend for that plan type):

Extend grace period for 2020 Health/Limited Purpose FSA (normally 2 ½ months following the end of the plan year) to 12 months after the end of the 2020 plan year.

Elect grace period for 2020 Health/Limited Purpose FSA (normally 2 ½ months following the end of the plan year) to _____ months (less than 12 months) after the end of the 2020 plan year.

Extend grace period for 2020 Dependent Care FSA (normally 2 ½ months following the end of the plan year) to 12 months after the end of the 2020 plan year.

Elect grace period for 2020 Dependent Care FSA (normally 2 ½ months following the end of the plan year) to _____ months (less than 12 months) after the end of the 2020 plan year.

Amend 2021 plan to allow employees to (select an option ONLY as you wish to amend for that plan type):

Extend grace period for 2021 Health/Limited Purpose FSA (normally 2 ½ months following the end of the plan year) to 12 months after the end of the 2021 plan year.

Elect grace period for 2021 Health/Limited Purpose FSA (normally 2 ½ months following the end of the plan year) to _____ months (less than 12 months) after the end of the 2021 plan year.

Extend grace period for 2021 Dependent Care FSA (normally 2 ½ months following the end of the plan year) to 12 months after the end of the 2020 plan year.

Elect grace period for 2021 Dependent Care FSA (normally 2 ½ months following the end of the plan year) to _____ months (less than 12 months) after the end of the 2020 plan year.

Prospective Changes in Elections (without a change in status):

Amend plan to allow employees during the plan year ending in 2021 to (select an option ONLY as you wish to amend for that plan type):

Revoke an election, make a new election, or decrease or increase an existing election for a Health/Limited Purpose FSA on a prospective basis without regard to change in status rules.

Revoke an election, make a new election, or decrease or increase an existing election for a Dependent Care FSA on a prospective basis without regard to change in status rules.

Post-Termination Expenses select an option ONLY if you wish to amend to include this option:

Amend plan to allow employees who ceased participation in a Health/Limited FSA during calendar year 2020 to:

Continue to incur expenses and receive reimbursements from unused benefits or contributions less claims paid through the end of the plan year in which employee terminated (plus grace period, if applicable).

Amend plan to allow employees who cease participation in a Health/Limited FSA during calendar year 2021 to:

Continue to incur expenses and receive reimbursements from unused benefits or contributions less claims paid through the end of the plan year in which employee terminated (plus grace period, if applicable).

Dependent Care Age Limit:

Amend plan to allow eligible employees to:

Increase the maximum age to 14 for certain dependent care beneficiaries who aged out during 2020 to receive reimbursements for care of children up to age 14.

By signing, I represent that I am authorized by the Company to amend the Company's Cafeteria Plan as indicated on this form. I also understand that a \$50 fee will be incurred to make these changes.

By: _____

Printed Name: Rob Green

Title: Mayor, Cedar Falls

Date: _____



CEDAR FALLS PUBLIC SAFETY DEPARTMENT

CITY OF CEDAR FALLS
4600 S. MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green, City Council Members
From: Jeff Olson, Director of Public Safety Services
Craig Berte, Police Chief
Date: February 9, 2021
Re: Alcohol Enforcement Agreement

Attached you will find an alcohol enforcement agreement between the City of Cedar Falls and the Iowa Alcoholic Beverages Division. This agreement requires the Police Division to conduct compliance checks between March 1 and June 30, 2021 on all retail businesses that sell alcohol. The Division shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection no later than September 1, 2021. The Iowa Alcoholic Beverages Division will reimburse the City one hundred dollars per compliance check.

We recommend approval of this contract.

28E AGREEMENT FOR ALCOHOL ENFORCEMENT

SCHEDULE 1

THIS AGREEMENT is made and entered into on this ____day of _____, 2021 by and between the Iowa Alcoholic Beverages Division ("ABD"), and the _____ ("Department"). The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 **ABD.** The ABD is authorized pursuant to Iowa Code § 123.4 to administer and enforce Iowa’s alcoholic beverage laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.
- 1.2 **Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

SECTION 2. PURPOSE. The parties have entered into this Agreement for the purpose of providing and funding alcoholic beverage enforcement in compliance with Iowa Code chapter 123.

SECTION 3. TERM. The term of the Agreement shall be from the aforementioned date through June 30, 2019, unless earlier terminated in accordance with the terms of the Agreement.

SECTION 4. FILING. Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the Agreement.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of the Department.

5.1.1 Local Alcohol Enforcement. The Department shall provide alcoholic beverage enforcement of Iowa Code § 123.49(2)“h”.

5.1.2 Compliance Checks. "Compliance checks" mean activity to enforce alcoholic beverage laws in accordance with Iowa Code § 123.49(2)“h” within the jurisdiction of the Department. Compliance checks also may include enforcement of Iowa Code § 123.49(2)“h” within additional jurisdictions upon agreement of the Parties. The ABD shall make available to the Department the location of each retail alcohol license/permit holder subject to a compliance check by the Department via email.

The Department shall perform one (1) compliance check of each retail alcohol license/permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alcoholic beverage products are age-restricted pursuant to Iowa Code § 123.47. Attempts to purchase alcoholic beverage products may be conducted at any retailer that sells these products.

The Department shall not begin to conduct any retailer compliance checks until March 1, 2021.

The compliance check shall be completed and submitted to the ABD by **July 1, 2021**. If the Department is unable to complete the compliance checks on seasonal businesses, the Department shall work with the ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first check. The second compliance check on the non-compliant retailer shall be completed within two months of the original check and submitted to ABD no later than **September 1, 2021**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 123.49(2)“h” to a license/permit holder or employee of a license/permit holder, the Department must notify the ABD where the offense was committed.

If the Department fails to complete the initial compliance checks and submit the results to the ABD by **July 1, 2021**, the ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that the ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Volunteers.** Utilization of volunteers between the ages of eighteen (18) and twenty (20) is strongly encouraged where feasible. The Department may compensate the volunteer involved in the compliance checks in a manner consistent with Section 6.
- 5.1.4 Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce alcoholic beverage laws by ticketing underage offenders.
- 5.1.5 Civil Proceedings.** The Department shall cooperate with city, county, and state prosecutors if administrative actions are initiated against a retail alcohol license/permit holder. The Department shall also cooperate in proceedings

against cited clerks and minors. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.

- 5.1.6 Compliance Reports.** The Department shall provide results of completed checks to the ABD by July 1, 2021 in the manner prescribed by the ABD.
- 5.1.7 Miscellaneous.** The Department shall be responsible for the day-to-day administration of its alcoholic beverage enforcement. The Department shall provide all office space, equipment and personnel necessary to conduct alcoholic beverages enforcement under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.
- 5.2 Responsibilities of the ABD.**
- 5.2.1 Enforcement Guidance.** The ABD shall provide guidance on alcoholic beverages enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 Cooperation.** If the ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from alcoholic beverages enforcement. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the authority to stipulate that a particular officer not be assigned to provide services under the Agreement.
- 5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

SECTION 6. PAYMENT TO DEPARTMENT.

- 6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of one hundred dollars (\$100) per reported compliance check, as prescribed by the ABD. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance

checks. For example, compensation of volunteers is the sole responsibility of the Department and is to be paid from the flat fee payment. **All required checks in the jurisdiction must be completed by the Department and submitted to the ABD before payment is issued.**

6.2 Eligible Claims. Compliance checks that are conducted on or after **March 1, 2021** and on or before **September 1, 2021** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

6.3 Allocations. The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.3.1 Sole Activity. Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for alcoholic beverages enforcement described in the Agreement. Money also shall be used for compensation, if any, of volunteers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform alcoholic beverages enforcement.

6.3.2 Payment in Arrears. The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that code section.

SECTION 7. ADMINISTRATION OF AGREEMENT. The ABD and the Department shall jointly administer the Agreement.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. No new or separate legal or administrative entity is created by the Agreement.

SECTION 9. NO PROPERTY ACQUIRED. The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

SECTION 10. TERMINATION.

10.1 Termination for Convenience. Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services

provided under the Agreement to the terminating party up to and including the date of termination.

10.2 Termination Due to Lack of Funds or Change in the Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

10.2.1 The legislature or governor fail in the sole opinion of the ABD to appropriate funds sufficient to allow the ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract;

10.2.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the ABD to make any payment hereunder are insufficient or unavailable for any other reason as determined by the ABD in its sole discretion.

10.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

10.3.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement;

10.3.2 Failure to make substantial and timely progress toward performance of the Agreement;

10.3.3 Failure of the party's work product and services to conform with any specifications noted herein;

10.3.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.4 Notice of Default. If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

10.4.1 Immediately terminate the Agreement without additional written notice; or,

10.4.2 Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

SECTION 11. INDEMNIFICATION.

- 11.1 By the ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, the ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of the ABD's negligent or wrongful acts or omissions in the performance of the Agreement.
- 11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and the ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

SECTION 12. CONTACT PERSON.

- 12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

SECTION 13. CONTRACT ADMINISTRATION.

- 13.1 Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit the ABD and the Department.
- 13.3 Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, the ABD or the Department.
- 13.4 Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.

- 13.5 Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between the ABD and the Department for the services provided in connection with the Agreement.
- 13.9 Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD:

Jake Holmes
Administrative Affairs
Iowa Alcoholic Beverages Division
1918 SE Hulsizer Road
Ankeny, Iowa 50021
515-725-2041
Email: Holmes@IowaABD.com

If to Department:

Email:

- 13.11 **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 **Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 **Authorization.** Each party to the Agreement represents and warrants to the other that:
 - 13.14.1 It has the right, power and authority to enter into and perform its obligations under the Agreement.
 - 13.14.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 13.15 **Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 13.16 **Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other

documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

13.17 Additional Provisions. The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

13.18 Further Assurances and Corrective Instruments. The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

SECTION 14. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

By Alcoholic Beverages Division

Lolani Lekkas
Administrative Affairs Bureau Chief

Date

By Law Enforcement Agency

Department Official

Date

Department Witness

Date

**CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES**

CITY OF CEDAR FALLS
4600 S. MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: City Council

From: Jeff Olson, Public Safety Director
Craig Berte, Police Chief

Date: February 9, 2021

Re: Training Software Agreement

Attached is an annual subscription agreement for Benchmark Solutions LLC to provide software for recording training, prompting recurring mandated training along with other training assistance. Our current training software from Shieldware will no longer be made available due to the change in the consolidated dispatch software change to Central Square. The annual fee for this subscription is \$4,500.

We recommend approval of the subscription.

BENCHMARK ANALYTICS® SOFTWARE AS A SERVICE AGREEMENT

Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark") 4619 N. Ravenswood Avenue Suite 203 Chicago, IL 60640 support@benchmarkanalytics.com	This Software as a Service Agreement "Agreement" is not valid until accepted and signed by an authorized representative of Benchmark in Chicago, Illinois. Effective Date: Upon Execution
Client Information	
Client: Cedar Falls Police Department Address: 220 Clay St. Cedar Falls, Iowa 50613	Contact: Brooke Heuer Title: Lieutenant Telephone: 319-273-8612 Email: brooke.heuer@cedarfalls.com

I. Subscription Fees:

Client shall pay Benchmark annual subscription fees ("Fees"), inclusive of integrations noted in Section III below, in the amount of \$4,500, for year 1 of the Term. Fees are subject to an annual increase up to 3% in each subsequent year of the Term. Client shall pay Fees for year 1 of the Term within 30 days from the effective date set forth above (the "Effective Date") and shall pay Fees for each subsequent year of the Term on or before the subsequent anniversary of the Effective Date.

II. Service Level Specifications:

Other than scheduled downtime, Benchmark strives for a high level of system availability above 99%. ("Service Level Specifications"). Benchmark will use commercially reasonable efforts to conform to the Service Level Specifications when accessed and used in accordance with this Agreement. If in a calendar month the Service Level Specifications are not met Benchmark shall credit Client with one month of Fees, to be applied toward the following year's subscription. Benchmark shall be responsible only for failures to meet the Service Level Specifications due to conditions that are within Benchmark's reasonable control. In order to obtain a service credit, Client must notify Benchmark in writing of any problem. Client's sole and exclusive remedy and Benchmark's sole and exclusive obligation with respect to any breach of the Service Level Specifications is the credit set forth in this Article II.

III. Additional Terms:

1. **Access and Use.** Benchmark has developed a software application designed for its clients' personnel to enter, manage, track, report and analyze various law enforcement-related information and to perform other incidental and subsidiary functions, known as "Benchmark Analytics" (the "Services"). Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of this Agreement, Benchmark hereby grants Client a non-exclusive, non-transferable right to access and use the Services indicated below, during the Term, solely for use by Client's administrators, employees and other Client-authorized persons or entities ("Users") in accordance with the terms and conditions herein and any additional terms applicable to Users. Such use is limited to Client's internal use. Benchmark shall provide to Client the necessary passwords, security codes and network links or connections to allow Client to access the Services ("Access Credentials").
 - Benchmark Management System® (BMS)
 - Use of Force
 - Training
 - Internal Affairs
 - Performance Evaluation
 - Officer Profile
 - Activity
 - Community Engagement
 - First Sign® Early Intervention System (35% of total license fee attributable to First Sign® if BMS and C.A.R.E. are selected)
 - Case Action Response Engine® (C.A.R.E.)
 - 1 Total Quantity of Integrations: Central Square, _____, _____
2. **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (3) years from the Effective Date (the "Initial Term"), and will automatically renew for up to two (2) additional one (1) year terms (collectively the "Term").
3. **Restrictions.**
 - a. Client may only use the Services strictly in accordance with (1) all applicable laws, including without limitation, employment laws and data privacy and security laws, (2) the supporting materials ("User Materials") provided by Benchmark, and (3) any other restrictions and requirements set forth herein. Client agrees that while the Services and the reports generated for Client ("Client Reports") may be used by Client in employment-related matters, they are not designed to be, nor shall they be, utilized as the substantial or sole factor in any employment-related decisions and are only designed to provide information to Client. Benchmark shall not be responsible for Clients' or its Clients' employees' use of the Services or any Client Reports generated by the Service. All employment-related decisions of Client, including without limitation the termination or discipline of any employee of Client, and Client's use of the Services, is at the sole discretion and responsibility of Client, and Benchmark shall have no responsibility whatsoever for any such decisions. In no event shall Benchmark be required to monitor or supervise the use of the Services by Client or any authorized users and compliance with the terms of this Agreement by all authorized users shall at all times be and remain the Client's sole responsibility.
 - b. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, permit any Users or any third party to: (i) copy, modify, or create derivative works of the Services or User Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or User Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or User Materials, misappropriates, or otherwise violates any intellectual property (IP) right or other right of any person, or that violates any applicable law; or (v) use the Services or User Materials for the purpose of creating any competing or similar service or software.
4. **Intellectual Property.**
 - a. Benchmark acknowledges that, as between Benchmark and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or a User through the Services ("Client Data"). Client hereby grants to Benchmark (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Benchmark to provide the Services to Client; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, prepare derivative works from, and display Client Data (a) to evaluate, enhance and improve the Services and future products and services (subject to the confidentiality obligations in Section 8); (b) for Research Purposes; and (c) to the extent incorporated within the Aggregated Statistics. "Research Purposes" means the use of Client Data

for research, educational, evaluative or related purposes, provided that if such Client Data is disclosed to a third party, it shall not directly identify any individual or agency and shall comply with applicable confidentiality obligations.

- b. Client acknowledges that, as between Client and Benchmark, Benchmark and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, the User Materials, and any and all intellectual property provided to Client or any User in connection with the foregoing, including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of Client's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes Client Data.
5. **Aggregate Statistics.** Notwithstanding anything to the contrary in this Agreement, Benchmark may monitor Client's use of the Services and collect and compile data and information related to Client's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Benchmark and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Benchmark. Client acknowledges that Benchmark may compile Aggregated Statistics based on Client Data input into the Services; provided, that such Aggregated Statistics do not identify Client or Client's Confidential Information.
6. **Support Services.** Benchmark shall provide a customer support number for client. . The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the client shall be provided with a 24-hour hotline for immediate response.
7. **Client's Obligations.**
 - a. Client is responsible and liable for all uses of the Services and User Materials resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions.
 - b. Client understands and agrees that (i) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet.
 - c. Client shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of Client Data, including the uploading or other provision of Client Data to or through the Services and the accuracy thereof. Client shall immediately notify Benchmark if Client becomes aware of any loss or theft or unauthorized use of any Access Credentials.
 - d. Client shall immediately notify Benchmark if it becomes aware that the Services, or Client's use of the Services, violates or potentially violates any applicable laws.
 - e. Client is solely responsible for maintaining the confidentiality of Client's user name(s) and password(s)
8. **Mutual Obligations.** "Confidential Information" means any information that includes the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for Client, the identities of its Users, records of interactions with the Users, and Client Data (including, but not limited to, information regarding Client's employees). Neither party shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 5 The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. This Section does not apply to any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Agreement; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.
9. **Indemnification.** Benchmark shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's valid U.S. patent or copyright, provided that Client promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Benchmark, at Benchmark's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by or on behalf of Benchmark; or (iv) Client Data or any other Client materials. THIS SECTION SETS FORTH CLIENT'S SOLE REMEDIES AND BENCHMARK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
10. **Limited Warranty; Disclaimer of Warranties.**
 - a. Benchmark warrants that the Services will substantially perform according to written functional specifications provided by Benchmark from time to time.
 - b. THE SERVICES AND BENCHMARK IP ARE PROVIDED "AS IS" AND BENCHMARK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BENCHMARK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS STATED IN SECTION 9, BENCHMARK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND BENCHMARK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
11. **Limitation of Liability.** IN NO EVENT WILL BENCHMARK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH, RELATED TO OR ARISING OUT OF ANY TERMINATION OR DISCIPLINE OF A CLIENT EMPLOYEE, OR ANY CLIENT EMPLOYMENT-RELATED MATTER, (c) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (d) LOSS OF GOODWILL OR REPUTATION; (e) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY CLIENT DATA, OR BREACH OF CLIENT DATA OR SYSTEM SECURITY; OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BENCHMARK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BENCHMARK'S LIABILITY ARISING OUT OF

OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$500,000

12. **Time to File Claims.** No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action was discovered or should have been discovered.
13. **Termination.**
 - a. In addition to any other express termination right set forth in this Agreement, this Agreement may be terminated as follows: by Benchmark, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ninety (90) days written notice of such breach by Benchmark; or by either party, if the other party is in material breach of any other provision of this Agreement (other than Client's obligation to pay Fees), by written notice to the other party effective sixty (60) days after the receipt of such notice unless the other party cures such breach within the sixty (60) day. In addition, Benchmark may terminate this Agreement immediately upon notice to Client in the event Client breaches its obligations under Section 4 above. Upon expiration or earlier termination of this Agreement, (i) Client shall immediately discontinue use of the Benchmark IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate Client's account, and, after providing Client with 90 days limited access to the Services for the sole purpose of permitting Client to retrieve Client Data, delete Client's account and bar any further access to such information and the Services. Client understands and agrees that Benchmark is not liable to Client, its Users, or any third party for any termination of Client's access to the Services or deletion of Client Data or any other data of any kind. In which case Client shall owe fees only until date of termination, and the balance of any prepaid fees shall be refunded to Client within 30 days of the termination date.
 - b. This Section 13, and Sections 3, 4, 5, 8, 9, 10, 11., 12, 13 and 15 through 22 of Article III will survive any termination or expiration of this Agreement.
14. **Public Disclosure.** Client grants to Benchmark the right to publicly disclose the fact that Client is using the Services of Benchmark.
15. **Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.
16. **Force Majeure.** In no event shall Benchmark be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Benchmark's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
17. **Taxes.** Fees do not include any local or state sales, value added, use or other applicable excise taxes now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark any amounts actually paid or required to be collected or paid by Benchmark pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority
18. **Entire Agreement; Amendment; Waiver.** This Agreement supersedes all prior agreements and understandings between Client and Benchmark, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by an authorized representative of the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
19. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised.
20. **Relationship of the Parties.** Benchmark and Client are independent contractors. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party's name or on its behalf.
21. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Benchmark shall have the right to assign its rights and obligations hereunder to its parent, subsidiary, or affiliate or a successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of Benchmark) upon notice to Client. Any purported assignment of rights in violation of this Section is null and void.
22. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark and Client.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

Client:

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: _____

Signature: _____

Name: **Craig Berte**

Name: **Ron Huberman**

Title: **Chief of Police**

Title: **CEO**

Date: _____

Date: _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
 Matthew Tolan, EI, Civil Engineer II
DATE: February 8, 2021
SUBJECT: Arbors Fourth Addition Final Plat

REQUEST: Request to approve the Arbors Fourth Addition Final Plat. Case #FP20-005

PETITIONER: Midwest Development Co., Owner; CGA Engineering, Engineer

LOCATION: The property is located north of Viking Road and west of Arbors Drive

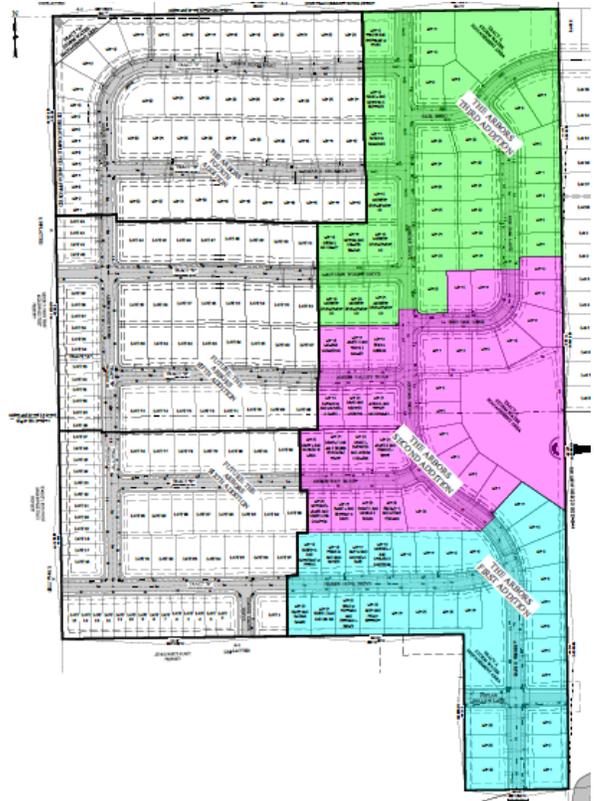
PROPOSAL

The petitioner owns a total of 42 acres on two parcels located north of Viking Road and west of Arbors Drive. The applicant proposes to subdivide 15.96 acres of the 42 acres into 53 lots and one tract for stormwater management.

BACKGROUND

In April of 2014, the City Council approved the rezoning of is area from A-1 Agricultural to RP Planned Residential District as well as approving a Preliminary Plat for this subdivision (82.5 total acres). The original RP District Plan and Preliminary Plat showed a future build-out for up to 204 one and two –family dwellings in six “phases”. The first three phases are developed to the original preliminary plat. In May of 2020, the City Council approved a revised preliminary plat and RP District Master Plan to include 39 bi-attached dwellings and realign the streets (as seen to the right).

The petitioner proposed the Fourth Addition to consists of 53 lots which are proposed for single family and bi-attached dwellings. The RP zoning district allows flexibility within the setbacks. The petitioner proposes the street setback to be 25

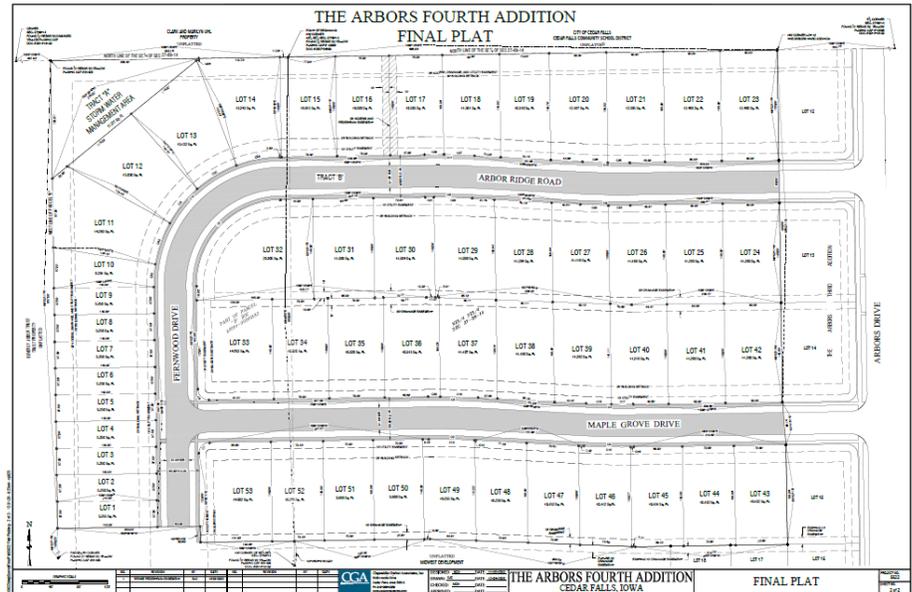


feet, side yards to be 5 feet except for the lots that will have a zero setback to for the bi-attached dwellings, and a 30 foot rear setback.

The petitioner proposed to extend Arbor Ridge Road and Maple Grove Road to Fernwood Drive which will later connected to the Fifth Addition. The petitioner also proposed that the stormwater would flow to a detention pond located on Tract A.

ANALYSIS

The petitioner, Midwest Development Co., proposes the final plat of the Fourth Addition, comprised of 15.96 acres of land at the northwest corner of the subdivision, which is north of Viking Road and west of Arbors Drive. The property is zoned RP Planned Residential. The RP zoning district permits a variety of residential uses from single family to multi-family dwellings based on a master plan approved at the time of rezoning, which in this case was revised and approved in May of 2020. The Fourth Addition consists of 53 residential lots, some intended for single-unit bi-attached dwellings and some for single-unit detached dwellings and Tract A, intended for storm water management.



As proposed, the petitioner extended Arbor Ridge Road and Maple Grove Road to Fernwood Drive. The petitioner built the stormwater detention system to follow the preliminary plan to collect stormwater to Tract A. The City's maintenance and repair agreement with the owner/developer will address maintenance responsibilities for the stormwater management facilities in the subdivision to ensure proper functioning over time.

Setbacks are on the face of the plat are consistent with the proposed setbacks from the approved Master Plat and Preliminary subdivision.

The City Code states that the final plat must be in substantial conformance with the preliminary plat. The proposed final plat is conforming to the preliminary plat and associated conditions. The petitioner has met that criterion and the associated conditions.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, noted that the water, gas and communication services are available to the site. The developer has extending the utility services to the proposed development. The easements identified on the plat satisfy Public Works and CFU requirements.

Cluster mailboxes will be sized and placed in the ROW according to USPS standards. All cluster mailboxes will be located on lower volume streets and situated so as to prevent undue traffic

congestion according to the direction from the City Engineer's office.

The submitted Deed of Dedication for this final plat is consistent with the previously approved Deeds of Dedication from the previous additions and addresses all necessary requirements.

All the utilities and internal road connections within the proposed subdivision will be dedicated to the public. The placed internal infrastructure is able to serve the platted lots with access to public streets and right-of-way. All the placed utilities are available for development for the platted lots. The petitioner's engineer has submitted a storm water management plan to the City and it has been reviewed by the City Engineer. The City Engineer has determined that the plan meets the City's subdivision requirements. The Engineering Department has received all documents required for the public improvements.

As required from the preliminary plat process, the plat shows a pedestrian connection through a 20 foot wide easement that extends along the lot line between lots 14 and 15 to accommodate a sidewalk connection from Arbor Ridge Road to the future public park on the north side of the subdivision. During review of the final plat, staff noted that the pedestrian connection as proposed between lots 14 and 15 was located too far to the west to provide access to the park. The petitioner agreed to move the pedestrian access to the east and a revised plat has been submitted that shows that the pedestrian connection between lots 16 and 17.

City Code requires that sidewalks be installed along all streets within the subdivision. The petitioner has confirmed that sidewalks, built to City standards, will be constructed along the frontage of all lots at the time of lot development, as per City requirements.

The property is located outside of the designated 100-year floodplain.

A courtesy mailing was sent to the neighboring property owners on December 14, 2020.

RECOMMENDATION

The proposed Arbors Fourth Addition is consistent with the approved Preliminary Plat. Planning and Zoning Commission recommended approval of the submitted final plat for Arbors Fourth Addition Subdivision at their regular meeting on January 13, 2021 with a vote of 8 ayes and 0 nays. Staff recommends approval of this proposed final plat with the condition that the plat is in conformance with all city staff recommendations and technical requirements.

PLANNING AND ZONING

Discussion 12/22/2020 Chair Holst introduced the item and Ms. Pezley introduced the item. She explained that the property is located north of Viking Road and west of Arbors Drive and the preliminary plat was created in 2014. In May of 2020 it was revised to add 39 bi-attached dwellings. The final plat is in conformance with the preliminary plat, but a pedestrian access easement needs to shift to the east to provide access to the city park. The amendment will be made at the next meeting. The item is for discussion only at this time.

Kevin Fittro, Skogman Homes\Midwest Development, noted that all improvements and utilities have been put in place and they are working to move the easement to a practical location.

Ms. Saul asked why the easement move wasn't brought up before now. Ms. Howard explained that there was originally a street in that location, but when the school was put in the street connection was eliminated and the easement needed to be moved to accommodate the changes.

The item will be continued to the next meeting.

Discussion
and vote
1/13/2021

The first item of business was the final plat for Arbors Fourth Addition. Chair Leeper introduced the item and Ms. Pezley explained that the project was introduced at the last meeting and briefly touched on the background information again. She noted that the final plat conforms to the preliminary plat, however at the previous meeting a concern was presented with regard to the pedestrian access between lots 14 and 15 that did not lead to the city park as originally intended. The applicant redesigned the plat and shifted the access to the east between lots 16 and 17. Staff recommends approval of the plat with the conditions that any comments or direction from the Planning and Zoning Commission and all recommendations and technical requirements from city staff are met. It is anticipated that all final signed plats and legal papers will be submitted in time for by the City Council meeting on February 1st.

Nick Brewer, CGA representing Midwest Development Companies, stated that he is available for any questions.

Mr. Schrad made a motion to approve the item. Ms. Lynch seconded the motion. The motion was approved unanimously with 7 ayes (Hartley, Leeper, Lynch, Prideaux, Saul, Schrad and Sears), and 0 nays.

Attachments:

Arbors Fourth Addition final plat
Deed of Dedication
Black Hawk County Auditor Approval of Subdivision Name
Attorney's Opinion
Certificate of Survey

JRTH ADDITION PLAT

ALLS, IA
Y 2021

EL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27,
NTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RTER OF SECTION 27, TOWNSHIP 89 NORTH RANGE 14 WEST OF THE 5TH
R OF SAID SECTION 27, TO THE NORTHWEST CORNER OF LOT 12 OF THE
NG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER
F SAID THIRD ADDITION; THENCE SOUTH 0°52'11" EAST, 140.00' ALONG THE
TON; THENCE SOUTH 89°10'08" WEST, 213.70' ALONG THE NORTH LINE OF
INE OF SAID LOTS 17 AND 18; THENCE NORTH 87°50'52" WEST, 288.22';
SOUTHEAST QUARTER OF SAID SECTION 27; THENCE CONTINUING SOUTH
O' TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER
IL "B" TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION
AND NORTH LINE OF SAID PARCEL "B" TO THE POINT OF BEGINNING.



OWNERS OF RECORD

MIDWEST DEVELOPMENT CO.
417 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401

FLOOD ZONE

(ZONE X)
PANEL # 19013C0276F
EFFECTIVE DATE: JULY 18, 2011

SETBACK DATA

FRONT YARD = 25 FT
REAR YARD = 30 FT
SIDE YARD = 5 FT.

*LOTS 1-10 ARE APPROVED TO BE ONE UNIT BI-ATTACHED DWELLINGS.

SURVEYOR AND ENGINEER

MARC C. HOODJER, P.L.S.
ADAM C. DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IOWA 50613
(319)266-0258

ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO.
417 FIRST AVENUE SE
CEDAR RAPIDS, IA, 52401

RESTRICTIONS

(SEE DEED OF DEDICATION)

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN
THE 1:10,000 ERROR OF CLOSURE
REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF
CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S.
OBSERVATIONS USING NAD83 IOWA STATE PLAN
NORTH ZONE

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
GOVERNMENT CORNER MONUMENT SET
1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #22634
- FOUND 1/2" REBAR w/YELLOW PASTIC CAP #21428
OR AS NOTED ON PLAN
SET 1/2" x 30" REBAR w/YELLOW PLASTIC
ID CAP #22634
- () RECORDED AS

TRACTS

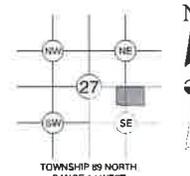
- A - STORM WATER MANAGEMENT
- B - STREET RIGHT OF WAY

PHASE	LOTS	TRACT
4	53	"A" & "B"
TOTAL	53	

AP

Curve Table

CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C18	35.71'	970.00'	2°06'33"	N87°58'41"W	35.70'
C19	52.86'	1030.00'	2°56'26"	N88°23'38"W	52.85'
C20	17.38'	1030.00'	0°58'01"	S89°39'09"W	17.38'
C21	12.19'	970.00'	0°43'12"	N89°31'45"E	12.19'
C22	53.96'	970.00'	3°11'15"	S88°31'02"E	53.95'
C23	39.61'	1030.00'	2°12'12"	S88°01'31"E	39.60'
C24	30.63'	1030.00'	1°42'15"	S89°58'44"E	30.63'
C25	30.67'	970.00'	1°48'43"	N89°55'30"W	30.67'
C26	35.48'	970.00'	2°05'44"	N87°58'17"W	35.49'
C27	43.09'	1028.25'	2°24'04"	N88°07'22"W	43.08'
C28	27.15'	1028.25'	1°30'47"	S89°55'12"W	27.15'
C29	62.73'	180.00'	19°58'11"	S79°08'44"W	62.42'
C30	64.44'	180.00'	20°30'42"	S58°54'17"W	64.10'
C31	61.95'	180.00'	19°43'04"	S38°47'24"W	61.64'
C32	61.70'	180.00'	19°38'19"	S19°06'43"W	61.40'
C33	31.80'	180.00'	10°07'24"	S4°13'51"W	31.76'



ACREAGE BREAKDOWN

NW 1/4 - SE 1/4 SEC 27-89-14 5.09 ACRES
NE 1/4 - SE 1/4 SEC 27-89-14 10.87 ACRES
TOTAL 15.96 ACRES

MARC C. HOODJER
LICENSED
22634
PROFESSIONAL LAND SURVEYOR
IOWA

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

Marc C. Hoodjer 1/21/2021
date

Marc C. Hoodjer, PLS
Iowa License Number 22634
My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal: 1 OF 2 AND 2 OF 2

DATE: 11-26-2019
DATE: 12-04-2020
DATE:
DATE:

THE ARBORS FOURTH ADDITION
CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5622
SHEET NO. 1 OF 2

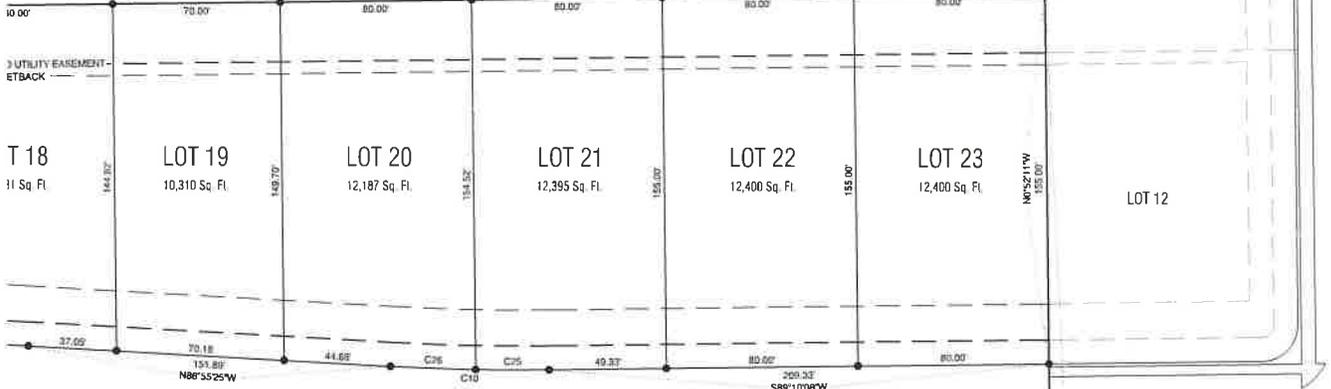
TH ADDITION

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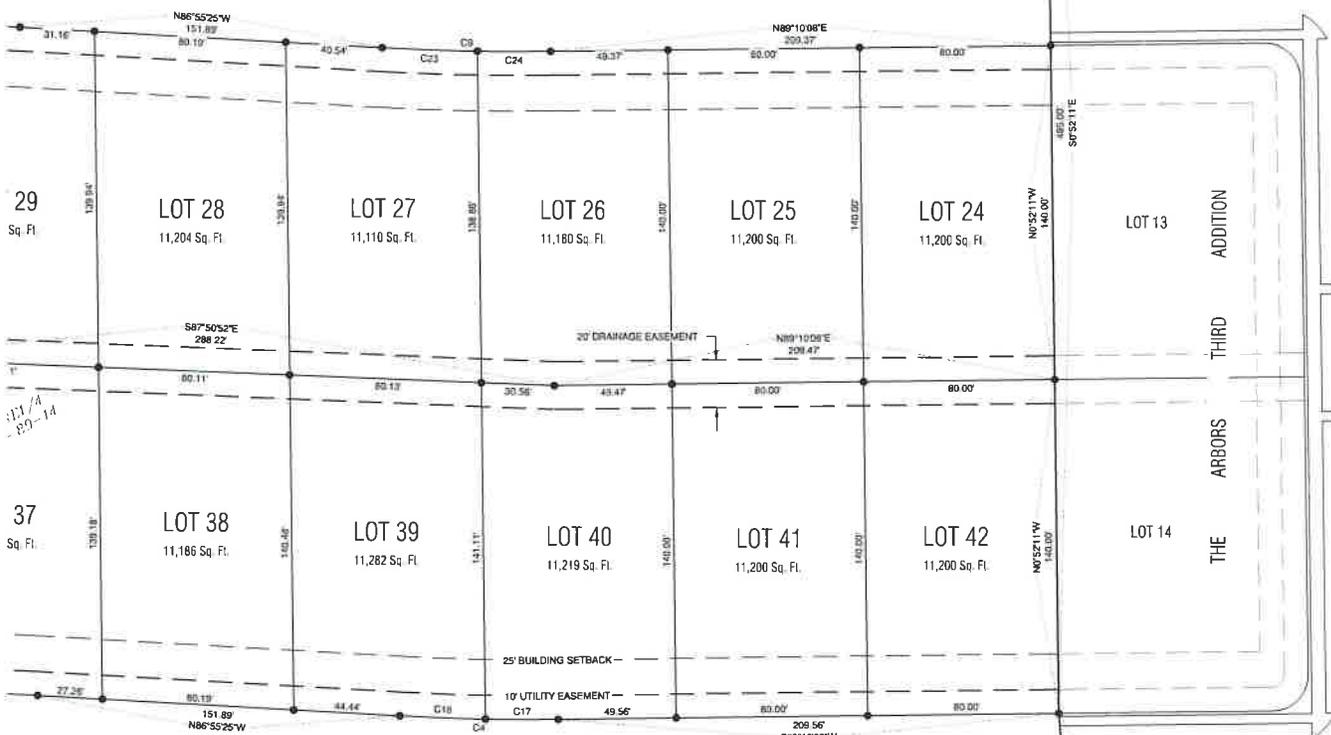
CITY OF CEDAR FALLS
CEDAR FALLS COMMUNITY SCHOOL DISTRICT
UNPLATTED

E/4 CORNER
SEC. 27-89-14
FOUND 1/2 REBAR W/ YELLOW
PLASTIC CAP #12086
DOC #2014-13132

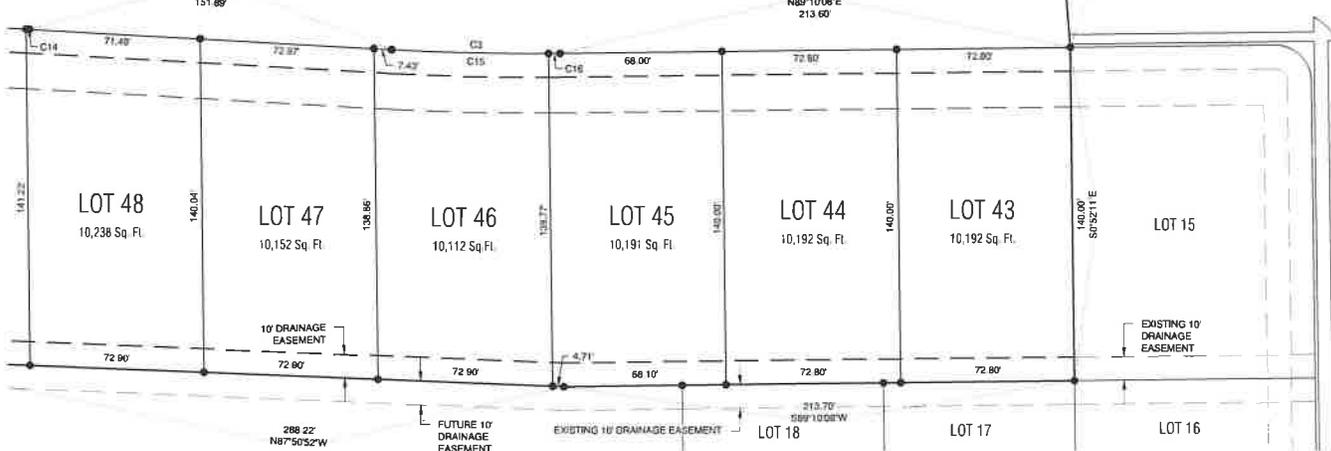
E OF THE SE 1/4 OF SEC 27-89-14



ARBOR RIDGE ROAD



MAPLE GROVE DRIVE



DATE: 11-26-2019
DATE: 12-04-2020
DATE:
DATE:

THE ARBORS FOURTH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO.
5622
SHEET NO.
2 of 2

Prepared by: Richard R. Morris, 620 Lafayette Street, Ste. 300, PO Box 178, Waterloo, IA 50704 (319) 234-1766

DEED OF DEDICATION
OF
THE ARBORS FOURTH ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA

KNOW ALL MEN BY THESE PRESENTS:

That Midwest Development Co., an Iowa corporation, with its principal office in Cedar Rapids, Iowa, being desirous of setting out and platting into lots and streets the land described in the attached Certificate of Survey by _____, a professional land surveyor, dated the _____ day of _____, 20____, do by these presents designate and set apart the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, the same to be known as:

THE ARBORS FOURTH ADDITION
IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA,

all of which is with the free consent and the desire of the undersigned and the undersigned do hereby designate and set apart for public use the streets and avenues as shown upon the attached plat.

EASEMENTS

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, and to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm sewer, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under the property as shown on the attached plat. No building structures, landscaping structures, private gardens or any other possible obstruction can be placed in the easements.

Any and all drainage easements will be required to follow the "Stormwater Management Plan" and no building structures, fence structures, landscaping structures, private gardens or any other possible obstruction can be built in or over said drainage easements. Owner and/or contractors working on the real estate will be responsible to maintain said easements to be free and clear of any physical obstruction(s) thus allowing the conveyance of overland storm water runoff as intended per "Stormwater Management Plan" on record with the City of Cedar Falls Engineer's Office.

The undersigned do hereby grant and convey to the City of Cedar Falls, its successors and assigns, access to the Access and Pedestrian Easement set forth between Lots 16 and 17 of said subdivision.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot, other than a corner lot, shall have a minimum setback from the front of the lot line of 25 feet as indicated on the plat. For any dwelling that shall be erected on a corner lot, the short lot frontage length shall be considered the lot frontage and have a setback of 25 feet, while the long lot frontage length shall be considered the side frontage and have a setback of 20 feet. No building shall be erected nearer to an interior sideline than 5 feet nor shall the combined interior sideyard distances for each lot be less than 10 feet.

2. Lots 1 through 10 will have one side yard at a zero lot line.

3. No buildings or structure not attached to the original structure shall be constructed upon any lot or combination of lots in this subdivision, with the exception of a gazebo which has been approved in accordance with Paragraph 21 hereof. Sheds may be permitted but only if size, design, and materials are approved in writing by the developer. After completion of all houses in the plat, approval for a shed not previously approved by the developer shall be approved by the Association.

4. No trailer, basement, tent, shack, garage or barn erected in said Addition shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot in said Addition.

5. Midwest Development Co. shall construct only one-and two-family dwellings on the lots in this subdivision. One-unit bi-attached dwellings (two-family dwellings) may be constructed on Lots 1 through 10 in this subdivision. One-family dwellings shall be constructed on Lots 11 through 53.

6. No single family dwelling shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

- A. 1,200 square feet for single story houses.
- B. 1,200 square feet for split level houses.
- C. 1,300 square feet for two-story houses.

- D. Each single family residence shall have a minimum of a two-car attached garage with a minimum of 400 square feet.

7. No one-unit bi-attached dwellings (two-family condominiums) shall be constructed, permitted or occupied on any lot herein having square footage floor space, designed, intended and constructed for living quarters, which space shall not include cellars, attics, garages, breeze ways, porches, stoops, and other such non-living areas, of less than 1,200 square feet per side; two-car attached garages with minimum of 400 square feet. The center line and the dividing wall of the one-unit bi-attached dwelling built on a lot as set forth herein shall be built on the center line of the lot in question. Each owner of a bi-attached dwelling in one-unit bi-attached dwellings (two-family condominiums) property shall be bound and governed by the following requirements:

- A. Each owner shall be solely responsible for the maintenance, repair of the center or common wall (hereinafter "dividing wall") constructed between the two units, including fireproof sheetrock, and adjacent structure on the property owned by that owner, including the roof, foundation and sidewalls, on that owner's side of the dead air space in the dividing wall in accordance with the accepted construction methods and in compliance with all applicable building codes and ordinances, including but not limited to the fire code requirements of the City of Cedar Falls. Each owner shall be responsible for one-half of any required maintenance or repair of the common foundation wall, common area of the dividing wall and common area of the roof, and all such maintenance and repair shall be done in a workmanlike fashion. Neither owner shall make any modification to or allow deterioration of, the walls, foundations, roof or building on that owner's side of the dividing wall, which would create a fire hazard or diminish the fireproofing or structural integrity of the one-unit bi-attached dwelling as a whole.
- B. If either owner fails or refuses to perform its duties as set forth in this Paragraph 7 of the Deed of Dedication, the other party, may, upon thirty (30) days' written notice, undertake to perform that maintenance or repair at that owner's own expense and shall have a right of reimbursement from the other owner for the reasonable cost of that maintenance or repair which may be enforced by the owner in incurring the expense as allowed under Iowa law, through legal action, in which event the defaulting owner shall be liable for all related reasonable attorney's fees and court costs.
- C. Any dispute concerning the interpretation or enforcement of this Paragraph 7 in the Deed of Dedication concerning the enforcement of the provisions of one-unit bi-attached dwellings shall be submitted for mediation upon the written request of either owner. If the owners cannot otherwise agree on a mediator, each owner shall nominate one mediator and the name of the mediator to conduct the mediation shall be drawn by lot. The cost of mediation shall be assessed one-half to each owner.
- D. In the event of damages to the one-unit bi-attached dwelling, each party shall be required to repair, rebuild his or her half of the one-unit bi-attached dwelling within a reasonable period of time, unless within thirty (30) days of the occurrence of the damages, both owners agree in writing not to repair or rebuild.

The provisions of this paragraph of the Deed of Dedication shall run with the land upon which the one-unit bi-attached dwelling is located and shall be binding on all subsequent owners of the individual one-unit bi-attached dwelling on said lots.

8. The owner of each lot, vacant or improved, shall keep his lot or lots free of weeds and debris. Further, the owner and/or occupant of each lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curblin and the property line abutting his property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement or other monument-type mail boxes, stakes, post or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions. Owner shall comply with all requirements of the US Post Office for mail receptacles. All mailboxes shall be clustered or grouped for the units, and shall be placed between the curb line and the property line abutting the lots. The area around said mailboxes shall be kept free and clear by the owner of the lots on which said mailboxes are located. Location of the clustered mailboxes shall be reviewed and approved by the City of Cedar Falls, Iowa.

9. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

10. All approaches and driveways in said Addition shall be paved with concrete.

11. No dwelling on any lot in said Addition shall be occupied until the exterior is completed and finished and the interior substantially completed and finished.

12. No old or used buildings shall be moved upon any of the lots in said Addition for any purpose.

13. All electrical distribution lines and service entrances, all telephone lines and services therefor, all cable TV/fiber optic cable and service therefor, and all other utilities of whatever kind or nature shall be installed underground on all lots in said Addition.

14. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on any of said lots. All outbuilding exteriors shall be approved by the developer in writing prior to start of construction.

15. A perpetual easement is reserved along the lot lines of said lots as shown by the recorded plat for storm water drainage and utility installation and maintenance. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

16. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. Antennas are permitted if attached to the structure and do not extend more than eight feet above the peak of the home. All other antennas, satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

17. No motor home or recreational vehicle, trailer of any kind, whether camping, boat, house, utility or otherwise, shall be parked or kept for more than a 48 hour period on any street, driveway or on the lot in said Addition. Any such vehicle must be stored inside the garage.

18. No bus, semi-tractor, trailer or truck of any kind, except what is commonly described as a "pickup truck", shall be kept or parked on any lot or street in said Addition; provided, however, that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting their usual business.

19. No shrubs or trees shall be planted so as to infringe upon adjoining property lines based on maximum expected growth and shall be maintained so as not to infringe.

20. Each person or entity who is a record owner of a fee or undivided fee interest in any lot shall be a member of the Association to be known as The Arbors Neighborhood Association. This shall not be construed to include persons or entities who hold an interest merely as security for the performance of an obligation. There shall be one vote per lot and each lot owner shall be a member of the Neighborhood Association. Membership shall be appurtenant to and may not be separated from ownership of any lot; ownership of such lot shall be the sole qualification of membership.

The purpose of The Arbors Neighborhood Association shall be to maintain the common areas and green spaces of the entire development, including but not limited to the multiple Tract A's marked as storm water management areas and signage to be developed, maintain the Access and Pedestrian Easement between Lots 16 and 17, and such other activities as set forth in the Articles of Incorporation and Bylaws of the Association. Such ownership and maintenance shall include, but not be limited to, mowing, watering, including upkeep of any underground sprinkler system, and maintenance of common areas. Initially, the developer, Midwest Development Co. shall perform the actual construction duties to establish the common areas, green spaces, entrance, and surrounding access area as to their lots. The homeowner's responsibility for these areas shall begin when the developer, Midwest Development Co. notifies the Neighborhood Association that they are turning over the responsibility of those areas to the Neighborhood Association.

Developers hereby grant to the City of Cedar Falls, Iowa, a twenty (20) foot access easement to the multiple Tract A's for the purpose of inspection and enforcement of any city code or ordinance provisions governing the maintenance of the storm water management areas designated as Tract A. No fences, detached buildings, equipment, parking, vegetation (scrubs, trees and bushes) or any other form of obstruction shall be allowed in said access easement.

Developers and Cedar Falls Community School District have entered in an agreement governing the management and maintenance of Tract A Storm Water Management Area 1.42 acres as set forth in the Plat of this subdivision. That agreement shall govern the responsibilities of the Developer and when transferred, The Arbors Neighborhood Association, as well as the Cedar Falls Community School District, with respect to the management and maintenance of Tract A Storm Water Management Area 1.42 Acres.

The annual dues for the Association shall initially be set at \$100.00 per lot per year beginning January 1, 2021. The Association shall have the ability and authority to adjust annual dues as it deems appropriate to carry out the maintenance duties described above. The developer, Midwest Development Co. shall have no responsibility for annual association dues.

21. No building or structure shall be erected or placed on any lot in this subdivision until the building plans, and plot plan, showing all buildings, fences, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of external design and quality workmanship and materials with existing structures in the subdivision by Midwest Development Co.

22. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owner of the legal or equitable title to any lot in said subdivision. Invalidity of any one or more of the within restrictions by judgment or decree of court shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat, all of which such other provisions shall remain in full force and effect.

23. The undersigned and all persons and corporations hereafter requiring any right, title or interest in any of the lots in said subdivision shall be taken and held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions and stipulations as to the construction of building thereon for a period of twenty-one (21) years from the date of filing of said plat and this deed of dedication for record. Within the period of twenty-one (21) years and in accordance with Iowa Code Chapter 614.24 and 614.25 (2019 Code of Iowa) or their successor provisions, these covenants, restrictions and stipulations shall be automatically extended for an additional period of twenty-one (21) years upon compliance with Chapter 614.24 and Chapter 614.25 of the 2019 Code of Iowa. In the event an extension of the covenants, restrictions and stipulations is not filed within the period of twenty-one (21) years or successive 21-year period, then the covenants, restrictions and stipulations contained herein shall terminate at the end of the existing period of twenty-one (21) years.

24. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violation, or both, and for costs and reasonable attorney's fees as determined by the Court and not the statute.

25. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes. Such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Cedar Falls, Black Hawk County, Iowa.

26. Upon the sale of a lot, owner shall take responsibility for any erosion control issues, certifications and/or requirements of the Iowa Department of Natural Resources.

27. All buildings erected on any lot in said Addition shall be constructed in accordance with the Building, Plumbing and Electrical Codes of the City of Cedar Falls, Iowa.

PUBLIC IMPROVEMENTS REQUIRED BY PLAT

The undersigned do hereby dedicate and set apart to the public and for the public's use all streets shown and laid out on the attached plat, subject to the easements set forth herein, and do further agree as follows:

- A. Midwest Development Co. shall with respect to the streets shown on the attached plat, Arbor Ridge Road, Fernwood Drive, and Maple Grove Drive, will be brought to City grade and will be thirty-one (31) feet, back of curb to back of curb; all said streets with approved hard surface pavement in accordance with City of Cedar Falls, Standard Specifications.
- B. That sanitary sewer, together with the necessary manholes and sewer service lines to all lots in the plat, will be provided.
- C. That underground utilities, as required by the Subdivision Ordinance of the City of Cedar Falls, Iowa, shall be installed.
- D. That the city water will be provided to all lots as required by the Cedar Falls Municipal utilities.
- E. That municipal fire hydrants will be provided as required by the Cedar Falls Public Safety Department.
- F. That storm sewer will be provided as specified by the City Engineer.
- G. That handicap ramps will be provided as required by law.
- H. That as to the other lots, a four (4) foot wide concrete sidewalk four (4) inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any particular lot, or within five (5) years after the date the plat is filed in the office of the Recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full length of the lot and on corner lots also, across the parking and full length of the lot. In the event that the City is required to construct the sidewalk as permitted by subparagraph J, a lien or liens may only be imposed against the lot or lots which require city construction and no others in the subdivision.
- I. That the work improvements called for herein shall be in accordance with the specifications of the City of Cedar Falls, Iowa, and performed under the supervision of the City Engineer. In the event that the developer, Midwest Development Co., its grantees and assigns fail to complete the work and improvements called for herein within one (1) year from the date of the acceptance of said final plat by each developer by the City of Cedar Falls, Iowa, the City may then make the improvements and assess the costs of the same to the lots owned and platted by the developer. The undersigned, for themselves, their successors, grantees and assigns, waive all statutory requirements of notice of time and place of hearing and agree that the City may install said improvements and assess the total costs thereof against the respective lots.

- J. That the City may perform said work, levy the cost thereof as assessments, and the undersigned agree that said assessments so levied shall be a lien on the respective lots with the same force and effect as though all legal provisions pertaining to the levy of such special assessments have been observed, and further authorize the City Clerk to certify such assessments to the County Auditor as assessments to be paid in installments as provided by law.
- K. The subdivision plat, to conform with approved construction plans which meet the specifications of the City of Cedar Falls, Iowa. Such required public improvements shall meet the following requirements:
- (a) Shall be constructed and installed in a good and workmanlike manner;
 - (b) Shall be free of defects in workmanship or materials;
 - (c) Shall be free of any conditions that could result in structural or other failure of said improvements;
 - (d) Shall be constructed and installed in accordance with the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities;
 - (e) Shall be constructed and installed in strict compliance with the minimum acceptable specifications for the construction of public improvements set forth in the Cedar Falls Code of Ordinances, including without limitation, Chapter 24, Subdivisions, and as such specifications shall be recommended for approval by the City Engineer from time to time, and approved by the city council.

28. The developer, Midwest Development Co., states:

- A. That this plat and development shall comply with the R-P Planned Residential Zoning District Classification Regulations.

29. Notwithstanding anything contained in the Deed of Dedication to the contrary, any assessment made under the Deed of Dedication shall not be a lien against any property described herein unless and until the City of Cedar Falls records with the Black Hawk County Recorder a "Notice of Assessment Lien" which notice shall describe the property against which the lien attaches in the amount of said lien.

30. All subsequent owners of lots in the subdivision shall be obligated to meet any requirements imposed by the Commissioners of the Black Hawk County Conservation District or any other governmental agency, by the authority of Chapter 161A, Code of Iowa, pertaining to soil erosion control plans for certain land distributing activities. This covenant shall be perpetual and not be governed by the provisions of Paragraph 23 of this Deed of Dedication.

COUNTY AUDITOR

Item 18.

GRANT VEEDER

HELEN R. STEFFEN – Systems/Real Estate Tax Manager
BILLIE J. HETH – Payroll/Accounting Manager

BLACK HAWK COUNTY
316 E. 5TH STREET, ROOM 213
WATERLOO, IOWA 50703-4774
gveeder@co.black-hawk.ia.us

Phone (319) 833-3002
Fax (319) 833-3119
E-mail auditor@co.black-hawk.ia.us

Approval of Subdivision Plat Name by Black Hawk County Auditor

Date: November 13, 2020

The Black Hawk County Auditor's Office has reviewed the final plat of the following subdivision:

The Arbors Fourth Addition

In the City of Cedar Falls, Black Hawk County, Iowa

Pursuant to Iowa Code §354.11(1)(e), I approve the subdivision name or title.

Signed,



Grant Veeder, Black Hawk County Auditor

BEECHER, FIELD, WALKER, MORRIS, HOFFMAN & JOHNSON, P.C.
LAWYERS

HUGH M. FIELD
 RICHARD R. MORRIS
 THERESA E. HOFFMAN
 ERIC W. JOHNSON
 KEVIN D. AHRENHOLZ
 D. RAYMOND WALTON
 JOHN J. WOOD
 ADNAN MAHMUTAGIC
 THOMAS C. VERHULST
 NATHAN D. MILLER
 LYNN M. SMITH
 KATE MITCHELL
 JORDAN M. TALSMA
 JOHN A. RICHTER

COURT SQUARE BUILDING – SUITE 300
620 LAFAYETTE STREET
P. O. BOX 178
WATERLOO, IOWA 50704
TELEPHONE: (319) 234-1766
FAX: (319) 234-1225

W. LOUIS BEECHER (1921-2012)
 W. L. BEECHER (1891-1976)
 JOHN W. RATHERT (1932-2010)
 JOHN R. WALKER, JR. (RETIRED)
www.beecherlaw.com
rmorris@beecherlaw.com

December 10, 2020

City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613
 Michelle Pezley

Greetings:

At your request, we have examined abstract of title to:

Real Estate described on Exhibit A

which abstract commences with the word of Title and is continued and certified to November 19, 2020, at 8:00 o'clock A.M. by Black Hawk County Abstract & Title, Title Guaranty Division Member No. 8126. Based thereon, we find merchantable title vested as follows in MIDWEST DEVELOPMENT CO. subject to the following exceptions and comments:

1. The real estate is subject to The Arbors Neighborhood Association dated April 22, 2015 and filed June 1, 2015 as Document No 2015-19404.
2. The real estate is subject to Black Hawk County Agricultural Land Preservation and Zoning Ordinance filed April 1, 1983 at 250 Miscellaneous at Page 113.
3. The real estate is subject to Black Hawk County Soil Conservation District Notice of Agreements filed April 16, 1981 as 239 Miscellaneous at Page 29.
4. The real estate is subject to a Plat of Survey dated December 20, 2013 filed January 2, 2014 as Document No. 2014-13132.
5. The real estate taxes for 2019-2020 payable 2020-2021 are in the total amount of \$1,362.00. The first installment and second installments have both been paid. There are no special assessments shown to be due or owing, however, you should check with the City Clerk to determine whether there are any special assessments which have not yet been certified to the Black Hawk County Auditor.

December 10, 2020

6. Recent Federal and State Legislation places liability and responsibility on the owner of land for wells, underground storage tanks, solid waste, radioactive waste, hazardous waste or hazardous substances, including those substances defined to be hazardous in Title 42, United States Code Section 9601(14) and Chapter 455B of the Code of Iowa, situated on or under the real estate. You should determine whether any solid waste, hazardous substances, pollutants, above or below ground storage tanks, drainage wells, landfill sites or other environmentally regulated conditions exist on the property. Such conditions are not ordinarily shown in the abstract, but they may result in injunctions, fines, required cleanup, or other remedial actions under federal, state or local laws.

These laws may impose liens against the property and personal liability against the owner, even though the owner did nothing to create the condition and acquired the property without knowing about it. This abstract does not contain any representations as to the presence or absence of any such items and therefore this examiner is unable to give any opinion as to such items. You should make a diligent inquiry regarding the presence of any of the above items on the real estate under examination and, if any such items is situated thereon, you should ascertain its environmental impact and the cost, expense and potential liability for the removal and disposal of such item(s).

We have made no determination with respect to matters which may have arisen since the Report was last certified, with respect to the rights of parties in possession other than the present titleholders, with respect to liens not of record for work or materials supplied to the premises by mechanics or materialmen, with respect to encroachments or prescriptive easements on the premises, with respect to discrepancies between actual and platted boundaries as revealed by survey, with respect to unpaid charges for water or sewer, with respect to the condition of the real estate and, in particular, the presence of any toxic substances or hazardous wastes, or with respect to matters within your own knowledge not appearing of record. Your examiner also makes no determination with respect to any matters involving bankruptcy that are not on file and contained in the Report involving any of the parties that have had any interest in the real estate under examination. These are matters for a buyer's own investigation and determination.

Very truly yours.



Richard R. Morris
for BEECHER, FIELD, WALKER,
MORRIS, HOFFMAN & JOHNSON, P.C.

RRM/lja
Title Guaranty Division No. 2336

EXHIBIT A

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH RANGE 14 WEST OF THE 5TH P.M.; THENCE NORTH $88^{\circ}10'08''$ EAST, 686.90' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, TO THE NORTHWEST CORNER OF LOT 12 OF THE ARBORS THIRD ADDITION TO THE CITY OF CEDAR FALLS; THENCE SOUTH $0^{\circ}52'11''$ EAST, 495.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 14 OF SAID THIRD ADDITION; THENCE SOUTH $4^{\circ}41'01''$ EAST, 60.14' ALONG THE WEST LINE OF SAID THIRD ADDITION; THENCE SOUTH $0^{\circ}52'11''$ EAST, 140.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 15 OF SAID THIRD ADDITION; THENCE SOUTH $89^{\circ}10'08''$ WEST, 213.70' ALONG THE NORTH LINE OF LOTS 17 AND 18 OF SAID THIRD ADDITION AND ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOTS 17 AND 18; THENCE NORTH $87^{\circ}50'52''$ WEST, 288.22'; THENCE SOUTH $89^{\circ}10'08''$ WEST, 190.43' TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE CONTINUING SOUTH $89^{\circ}10'08''$ WEST, 132.06'; THENCE NORTH $0^{\circ}52'11''$ WEST, 22.50'; THENCE SOUTH $89^{\circ}08'48''$ WEST, 200.00' TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH $0^{\circ}52'11''$ WEST, 657.58' ALONG THE WEST LINE OF SAID PARCEL "B" TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH $89^{\circ}10'08''$ EAST, 333.16' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND NORTH LINE OF SAID PARCEL "B" TO THE POINT OF BEGINNING. PARCEL CONTAINS 15.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

CERTIFICATE OF SURVEY

I, Marc C. Hoodjer, a duly Licensed Land Surveyor in the State of Iowa, do hereby certify that I have made a survey of property to be known as:

"The Arbors Fourth Addition"
Section 27-T89N-R14W, Cedar Falls,
Black Hawk County, Iowa

SAID PROPERTY IS LEGALLY DESCRIBED AS:

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH RANGE 14 WEST OF THE 5TH P.M.; THENCE NORTH 88°10'08" EAST, 686.90' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, TO THE NORTHWEST CORNER OF LOT 12 OF THE ARBORS THIRD ADDITION TO THE CITY OF CEDAR FALLS; THENCE SOUTH 0°52'11" EAST, 495.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 14 OF SAID THIRD ADDITION; THENCE SOUTH 4°41'01" EAST, 60.14' ALONG THE WEST LINE OF SAID THIRD ADDITION; THENCE SOUTH 0°52'11" EAST, 140.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 15 OF SAID THIRD ADDITION; THENCE SOUTH 89°10'08" WEST, 213.70' ALONG THE NORTH LINE OF LOTS 17 AND 18 OF SAID THIRD ADDITION AND ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOTS 17 AND 18; THENCE NORTH 87°50'52" WEST, 288.22'; THENCE SOUTH 89°10'08" WEST, 190.43' TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE CONTINUING SOUTH 89°10'08" WEST, 132.06'; THENCE NORTH 0°52'11" WEST, 22.50'; THENCE SOUTH 89°08'48" WEST, 200.00' TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 0°52'11" WEST, 657.58' ALONG THE WEST LINE OF SAID PARCEL "B" TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89°10'08" EAST, 333.16' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND NORTH LINE OF SAID PARCEL "B" TO THE POINT OF BEGINNING. PARCEL CONTAINS 15.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



Marc C. Hoodjer 1/21/2021
Date

Marc C. Hoodjer, PLS

Iowa License Number 22634

My license renewal date is December 31, 2022.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper. /Maint. Division Manager
DATE: February 10, 2021
SUBJECT: Equipment Purchase

Quotations were received for a used 15 cubic yard tandem axle dump truck for use in the street section. This truck, with a larger payload will be utilized to maximize efficiencies when hauling bulk granular materials for street repairs, etc. This unit is programmed for purchase through the Vehicle Replacement Program (VRP) in the amount of \$80,000.00 utilizing street construction funds.

Following is a summation of the quotations received;

MHC Kenworth (2013 Western Star)	\$74,950.00
Old 20 Auctions (2011 Peterbilt)	\$85,000.00
MHC Kenworth (2016 Kenworth)	\$94,950.00

The truck from Old 20 Auctions has a total of 45,000 miles, is in near new condition with a new dump body. The low bid from MHC Kenworth has 490,000 miles, is in poor condition and had features that are not conducive to the City's application. The 2011 Peterbilt is a much better value and is a rare find with such low miles and like new condition.

Therefore, it is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total of \$85,000.00. The expenditure will be funded from street construction funds including the \$5,000.00 overage.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 11, 2021

SUBJECT: Maintenance and Repair Agreement
 Post-Construction Stormwater Management Plan
 The Arbors Fourth Addition
 SU – 330 – 3151

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. Included is the third amendment to the existing Stormwater Maintenance and Repair Agreement between the City of Cedar Falls and Midwest Development Company for the new Arbors 4th Addition detention facility. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the Arbors Fourth Addition subdivision 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, PE, City Engineer

Prepared by: Richard R. Morris, 620 Lafayette St., Waterloo, IA 50703 (319) 234-1766

**THIRD AMENDMENT TO STORM WATER MAINTENANCE AND REPAIR
AGREEMENT AND PERMANENT EASEMENT**

This Agreement is made and entered into by and between Midwest Development Co. (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City").

WHEREAS, Owner and City entered into an Agreement recorded April 16, 2015, as File 2015-00016521; and

WHEREAS, the parties executed a First Amendment Agreement recorded September 19, 2016, as File 2017-00005463; and

WHEREAS, the parties executed a Second Amendment Agreement recorded December 12, 2017, as File 2018-000010077; and

WHEREAS, the parties hereto want to amend said Agreement as allowed in paragraph 4 of the original Agreement.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. Paragraph 4 of the original Agreement is supplemented with the following statement:

Owner and City agree that additional real estate as set forth in The Arbors Fourth Addition to the City of Cedar Falls, Black Hawk County, Iowa shall be treated as Benefitted Property, allowing the perpetual easement granted in the original Agreement to thereafter inure to the benefit of the future owners of the lots which comprise said real estate in The Arbors Fourth Addition to the City of Cedar Falls, Black Hawk County, Iowa, and to the City with respect to streets dedicated to and easements granted to the City with respect to The Arbors Fourth Addition to the City of Cedar Falls, Black Hawk County, Iowa.

2. The front yards for Lot Nos. 1 – 17 and the East one-half of Lot 17 and the entire lots of Lots 18 – 53 of the Arbors Fourth Addition will drain toward Tract A in The Arbors Third Addition to the City of Cedar Falls, Black Hawk County, Iowa as set forth in the detention area as Doc. #2018-00010076. It is further noted that the backyards for Lot Nos. 1 – 16 and the West one-

half of Lot 17 of The Arbors Fourth Addition will drain to Tract A in The Arbors Fourth Addition to the City of Cedar Falls, Black Hawk County, Iowa as set forth on the final plat of The Arbors Fourth Addition.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this agreement.

MIDWEST DEVELOPMENT CO., Owner

By: [Signature]
Kevin Fittro, Vice President

STATE OF IOWA, COUNTY OF BLACK HAWK;

This instrument was acknowledged before me on the 19th day of January, 2021, by Kevin Fittro, Vice President of Midwest Development Co.

Notary Public in and for the State of Iowa

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

STATE OF IOWA, COUNTY OF BLACK HAWK;

This instrument was acknowledged before me on the 19th day of January, 2021, by Robert M. Green, Mayor of the City of Cedar Falls, Iowa.

[Signature]
Notary Public in and for the State of Iowa

ATTEST:

Jacqueline Danielsen, MMC, City Clerk
(SEAL)



EXHIBIT A

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH RANGE 14 WEST OF THE 5TH P.M.; THENCE NORTH 88°10'08" EAST, 686.90' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, TO THE NORTHWEST CORNER OF LOT 12 OF THE ARBORS THIRD ADDITION TO THE CITY OF CEDAR FALLS; THENCE SOUTH 0°52'11" EAST, 495.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 14 OF SAID THIRD ADDITION; THENCE SOUTH 4°41'01" EAST, 60.14' ALONG THE WEST LINE OF SAID THIRD ADDITION; THENCE SOUTH 0°52'11" EAST, 140.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 15 OF SAID THIRD ADDITION; THENCE SOUTH 89°10'08" WEST, 213.70' ALONG THE NORTH LINE OF LOTS 17 AND 18 OF SAID THIRD ADDITION AND ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOTS 17 AND 18; THENCE NORTH 87°50'52" WEST, 288.22'; THENCE SOUTH 89°10'08" WEST, 190.43' TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE CONTINUING SOUTH 89°10'08" WEST, 132.06'; THENCE NORTH 0°52'11" WEST, 22.50'; THENCE SOUTH 89°08'48" WEST, 200.00' TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 0°52'11" WEST, 657.58' ALONG THE WEST LINE OF SAID PARCEL "B" TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89°10'08" EAST, 333.16' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND NORTH LINE OF SAID PARCEL "B" TO THE POINT OF BEGINNING. PARCEL CONTAINS 15.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Prepared by: Richard R. Morris, 620 Lafayette St., Waterloo, IA 50703 (319) 234-1766

STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Midwest Development Co., (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the ____ day of _____, 2021.

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.

MIDWEST DEVELOPMENT CO.

By:  _____
Kevin Fittro, Vice President

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the 19th day of January, 2021 by Kevin Fittro as Vice President of *Midwest Development Co.*



Courtney 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 IOWA)
) SS
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2021 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

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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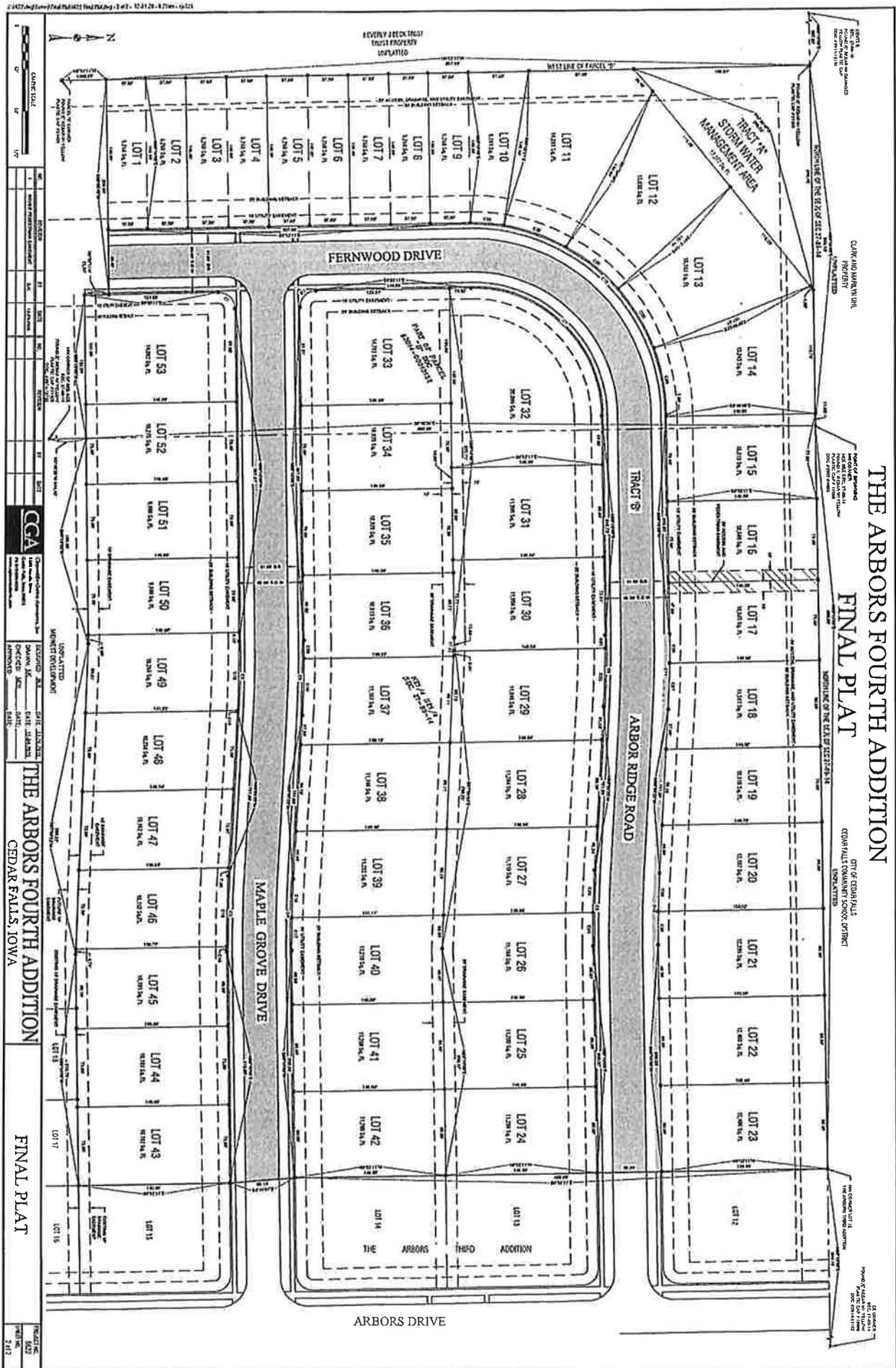


Exhibit C

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.


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 11, 2021

SUBJECT: Arbors Fourth Addition
 Final Acceptance of Improvements
 Project No. SU-6330-3151

Construction work has been completed on the public improvements in the Arbors Fourth Addition. The project was designed by Clapsaddle-Garber Associates, Inc. and has been completed in accordance with the project plans and the City of Cedar Falls Standard Specifications. The project was inspected by the City of Cedar Falls Engineering Division.

The Engineering Division has reviewed and approved the project plans and specifications, inspected the project through the construction process; and has received and reviewed the project reports and certifications. The project documentation is in order and the project is complete and ready for City Council acceptance. Attached are copies of the Maintenance Bond from the developer, Midwest Development Company, and the Arbors Fourth Addition Final Plat.

The Arbors Fourth Addition has been constructed in reasonable compliance with the project plans and specifications. The Engineering Division recommends that the City Council approve and accept the public improvements for the Arbors Fourth Addition.

Matthew Tolan, EI, Civil Engineer II

February 11, 2021

Date

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

SURETY BOND NO. IAC591528

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Company, as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of one million three hundred sixty-eight thousand six hundred seven and seventy-five hundredths dollars (\$1,368,607.75), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City engineer this maintenance bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the 15th day of February, 2021; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements at Arbors 4th Addition, Cedar Falls, IA

Now therefore, it is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

- 1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the city engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the city engineer for a new three-year period from the date of repair for that portion of the public

improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
 - B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
 - C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
 - D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

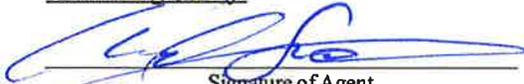
When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in the Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it

shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 15th day of February, 2021.

Countersigned By:


Signature of Agent

Chad Smeby
Printed Name of Agent

Skogman Carlson Insurance
Company Name

1110 Dina CT STE B
Company Address

Hiawatha, IA 52233
City, State, Zip Code

319-366-6288
Company Telephone Number

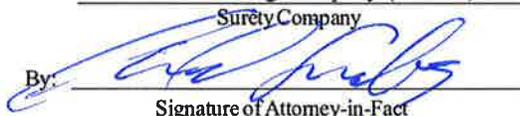
PRINCIPAL:

Midwest Development Company
Principal

By: 
Signature
Kevin Fittro Vice President
Title

SURETY:

Merchants Bonding Company (Mutual)
Surety Company

By: 
Signature of Attorney-in-Fact

Chad Smeby
Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)
Company Name

P.O. Box 14498
Company Address

Des Moines IA 50306-3498
City, State, Zip Code

(800) 678-8171
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.

01262978-1\10283-000

SURETY BOND NO. IAC591528

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Midwest Development Company, as Principal (hereinafter the "Principal") and Merchants Bonding Company (Mutual), as Surety are held and firmly bound unto the City of Cedar Falls, Iowa, as Obligee (hereinafter referred to as "the City"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the amount of one million three hundred sixty-eight thousand six hundred seven and seventy-five hundredths dollars (\$1,368,607.75), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

Whereas, prior to City Council approval of a final plat of a subdivided area, the Principal shall submit to the City engineer this maintenance bond to provide for the protection of the City against future liability for any and all defects in workmanship or materials and any conditions that could result in structural or other failure of all of the public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of any required public improvement which is the 15th day of February, 2021; and

Whereas, the Principal represents that it has constructed and installed all required public infrastructure improvements as required as part of the final plat approval, to conform with approved construction plans which meet the design standards and technical standards established for such public improvements by the City and by Cedar Falls Utilities, and as shown on the approved construction plans and described in detail as follows:

Public Improvements at Arbors 4th Addition, Cedar Falls, IA

Now therefore, it is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Principal and Surety, to-wit:

1. MAINTENANCE: The Principal and Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work performed on the above described public infrastructure improvements required as part of final plat approval for a period of three (3) years from the date of acceptance of all required public infrastructure improvements, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Principal's and Surety's failure to remedy any defect as required by this section.
 - D. Following Principal and Surety's repair and construction of any failed infrastructure component or elements the city engineer shall determine whether the three-year bond shall be renewed or extended beyond the original three-year bond period. In the event of major structural failures the maintenance bond shall be renewed if recommended by the city engineer for a new three-year period from the date of repair for that portion of the public

improvements involved in the structural failure and repair

2. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That this Bond shall remain in full force and effect until the maintenance period is completed, whether completed within the specified three (3) year period or within an extension thereof, as provided in Section 1-D.
- B. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the date of acceptance the right to sue on this Bond.
- C. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended the Principal and Surety will defend and indemnify the City on all claims made against the City on account of Principal's failure to perform as required in this bond, that all agreements and promises set forth in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the infrastructure improvements been constructed in the first instance as required.
- D. In the event the City incurs any "outlay and expense" in defending itself against any claim as to which the Principal or Surety should have provided the defense, or in the enforcement of the promises given by the Principal in the approved construction plans, or in the enforcement of the promises given by the Principal and Surety in this Bond, the Principal and Surety agree that they will make the City whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be the United States District Court for the Northern District of Iowa or the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the City, the Principal and the Surety agree, jointly, and severally, to pay the City all outlay and expense incurred therefor by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the City, by law. The City may proceed against surety for any amount guaranteed hereunder whether action is brought against the Principal or whether Principal is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the approved construction plans and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond and the approved construction plans; second, if not defined in the Bond and the approved construction plans, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it

shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The approved construction plans are hereby made a part of this bond.

Witness our hands, in triplicate, this 15th day of February, 2021.

Countersigned By:



Signature of Agent

Chad Smeby

Printed Name of Agent

Skogman Carlson Insurance

Company Name

1110 Dina CT STE B

Company Address

Hiawatha, IA 52233

City, State, Zip Code

319-366-6288

Company Telephone Number

PRINCIPAL:

Midwest Development Company

Principal

By: 

Signature
Kevin Fittro Vice President

Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By: 

Signature of Attorney-in-Fact

Chad Smeby

Printed Name of Attorney-in-Fact

Merchants Bonding Company (Mutual)

Company Name

P.O. Box 14498

Company Address

Des Moines IA 50306-3498

City, State, Zip Code

(800) 678-8171

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.

01262978-1\10283-000

THE ARBORS FOURTH ADDITION FINAL PLAT

CEDAR FALLS, IA
JANUARY 2021

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PART OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER ALL IN SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 6TH P.M., CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH RANGE 14 WEST OF THE 5TH P.M.; THENCE NORTH 88°10'08" EAST, 686.90' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27, TO THE NORTHWEST CORNER OF LOT 12 OF THE ARBORS THIRD ADDITION TO THE CITY OF CEDAR FALLS; THENCE SOUTH 0°52'11" EAST, 495.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 14 OF SAID THIRD ADDITION; THENCE SOUTH 4°41'01" EAST, 60.14' ALONG THE WEST LINE OF SAID THIRD ADDITION; THENCE SOUTH 0°52'11" EAST, 140.00' ALONG THE WEST LINE OF SAID THIRD ADDITION TO THE SOUTHWEST CORNER OF LOT 15 OF SAID THIRD ADDITION; THENCE SOUTH 89°10'08" WEST, 213.70' ALONG THE NORTH LINE OF LOTS 17 AND 18 OF SAID THIRD ADDITION AND ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOTS 17 AND 18; THENCE NORTH 87°50'52" WEST, 288.22'; THENCE SOUTH 89°10'08" WEST, 190.43' TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE CONTINUING SOUTH 89°10'08" WEST, 132.06'; THENCE NORTH 0°52'11" WEST, 22.50'; THENCE SOUTH 89°08'48" WEST, 200.00' TO THE WEST LINE OF PARCEL "B" LOCATED IN THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 0°52'11" WEST, 657.58' ALONG THE WEST LINE OF SAID PARCEL "B" TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 27; THENCE NORTH 89°10'08" EAST, 333.16' ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER AND NORTH LINE OF SAID PARCEL "B" TO THE POINT OF BEGINNING. PARCEL CONTAINS 15.96 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

OWNERS OF RECORD

MIDWEST DEVELOPMENT CO.
417 FIRST AVENUE SE
CEDAR RAPIDS, IA 52401

FLOOD ZONE

(ZONE X)
PANEL # 19013C0276F
EFFECTIVE DATE: JULY 18, 2011

SETBACK DATA

FRONT YARD = 25 FT
REAR YARD = 30 FT
SIDE YARD = 5 FT.

*LOTS 1-10 ARE APPROVED TO BE ONE UNIT BI-ATTACHED DWELLINGS.

SURVEYOR AND ENGINEER

MARC C. HOODJER, P.L.S.
ADAM C. DATERS, P.E.
CLAPSADDLE-GARBER ASSOCIATES
5106 NORDIC DRIVE
CEDAR FALLS, IOWA 50613
(319)266-0258

ZONING INFORMATION:

RP (UNLESS NOTED OTHERWISE)

SURVEY REQUESTED BY:

MIDWEST DEVELOPMENT CO.
417 FIRST AVENUE SE
CEDAR RAPIDS, IA, 52401

RESTRICTIONS

(SEE DEED OF DEDICATION)

CLOSURE:

- ALL SUBDIVISION BOUNDARIES ARE WITHIN THE 1:10,000 ERROR OF CLOSURE REQUIREMENT
- ALL LOTS ARE WITHIN THE 1:5000 ERROR OF CLOSURE REQUIREMENT.

NOTE:

ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS USING NAD83 IOWA STATE PLAT NORTH ZONE

SURVEY LEGEND

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET
- 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #22634
- FOUND 1/2" REBAR w/YELLOW PLASTIC CAP #21428 OR AS NOTED ON PLAN
- SET 1/2" x 30" REBAR w/YELLOW PLASTIC ID CAP #22634
- () RECORDED AS

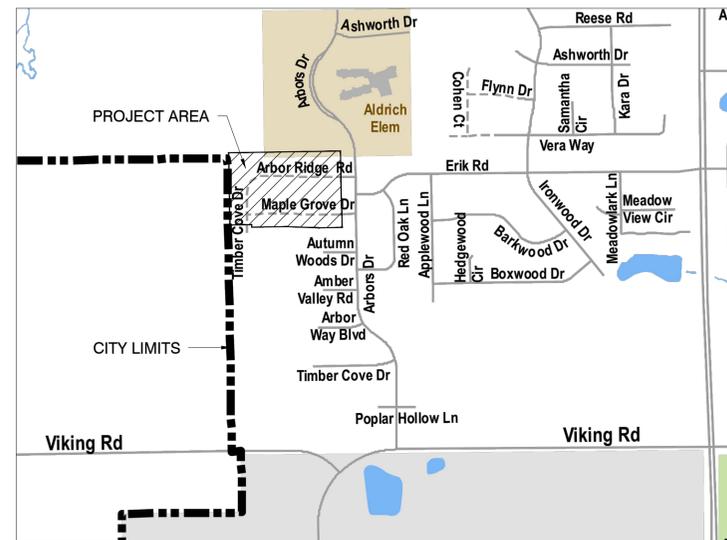
TRACTS

- A - STORM WATER MANAGEMENT
- B - STREET RIGHT OF WAY

PHASE	LOTS	TRACT
4	53	"A" & "B"
TOTAL	53	

LEGEND

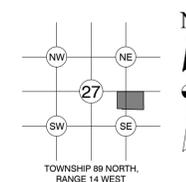
EXISTING	PROPOSED	
		EVERGREEN TREE
		DECIDUOUS TREE
		SHRUBS (BUSHES)
		TREE LINE
		SIGN (TYPE AS NOTED)
		FENCE
		SILT FENCE
		CONTOUR LINE
		WATERLINE
		WATER VALVE
		FIRE HYDRANT
		SANITARY SEWER LINE
		STORM SEWER LINE
		MANHOLE
		CLEANOUT
		INTAKE
		BEEHIVE INTAKE
		GAS LINE
		GAS VALVE
		OVERHEAD ELECTRICAL LINE
		BURIED ELECTRICAL LINE
		POWER POLE
		STREET LIGHT
		ELECTRICAL BOX/TRANSFORMER
		TELEPHONE LINE
		TELEPHONE PEDESTAL



VICINITY MAP
NOT TO SCALE

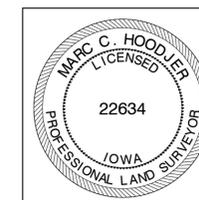
Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C1	23.57'	15.00'	90°02'19"	S44°08'59"W	21.22'
C2	66.15'	970.00'	3°54'27"	N88°52'38"W	66.14'
C3	70.24'	1030.00'	3°54'27"	S88°52'38"E	70.23'
C4	66.15'	970.00'	3°54'27"	S88°52'38"E	66.14'
C5	70.24'	1030.00'	3°54'27"	N88°52'38"W	70.23'
C6	23.55'	15.00'	89°57'41"	S45°51'01"E	21.21'
C7	188.58'	120.00'	90°02'19"	S44°08'59"W	169.76'
C8	66.15'	970.00'	3°54'27"	N88°52'38"W	66.14'
C9	70.24'	1030.00'	3°54'27"	S88°52'38"E	70.23'
C10	66.15'	970.00'	3°54'27"	S88°52'38"E	66.14'
C11	70.24'	1028.25'	3°54'51"	N88°52'46"W	70.23'
C12	282.62'	180.00'	89°57'41"	S44°08'59"W	254.47'
C13	64.67'	970.00'	3°49'12"	N88°55'16"W	64.66'
C14	1.48'	970.00'	0°05'15"	N86°58'02"W	1.48'
C15	65.44'	1030.00'	3°38'26"	N88°44'38"W	65.43'
C16	4.80'	1030.00'	0°16'01"	S89°18'08"W	4.80'
C17	30.44'	970.00'	1°47'54"	N89°55'55"W	30.44'

Curve Table					
CURVE DATA	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD
C18	35.71'	970.00'	2°06'33"	N87°58'41"W	35.70'
C19	52.86'	1030.00'	2°56'26"	N88°23'38"W	52.85'
C20	17.38'	1030.00'	0°58'01"	S89°39'09"W	17.38'
C21	12.19'	970.00'	0°43'12"	N89°31'45"E	12.19'
C22	53.96'	970.00'	3°11'15"	S88°31'02"E	53.95'
C23	39.61'	1030.00'	2°12'12"	S88°01'31"E	39.60'
C24	30.63'	1030.00'	1°42'15"	S89°58'44"E	30.63'
C25	30.67'	970.00'	1°48'43"	N89°55'30"W	30.67'
C26	35.48'	970.00'	2°05'44"	N87°58'17"W	35.49'
C27	43.09'	1028.25'	2°24'04"	N88°07'22"W	43.08'
C28	27.15'	1028.25'	1°30'47"	S89°55'12"W	27.15'
C29	62.73'	180.00'	19°58'11"	S79°08'44"W	62.42'
C30	64.44'	180.00'	20°30'42"	S58°54'17"W	64.10'
C31	61.95'	180.00'	19°43'04"	S38°47'24"W	61.64'
C32	61.70'	180.00'	19°38'19"	S19°06'43"W	61.40'
C33	31.80'	180.00'	10°07'24"	S4°13'51"W	31.76'



ACREAGE BREAKDOWN

NW 1/4 - SE 1/4 SEC 27-89-14 5.09 ACRES
NE 1/4 - SE 1/4 SEC 27-89-14 10.87 ACRES
TOTAL 15.96 ACRES



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

Marc C. Hoodjer, PLS _____ date
Iowa License Number 22634
My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal: _____

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE PEDESTRIAN EASEMENT	SJC	12-23-2020				

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0258
www.cgaconsultants.com

DESIGNED: NCB DATE: 11-26-2019
DRAWN: SJC DATE: 12-04-2020
CHECKED: MCH DATE: _____
APPROVED: _____ DATE: _____

THE ARBORS FOURTH ADDITION CEDAR FALLS, IOWA

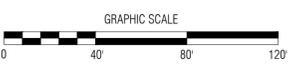
FINAL PLAT

PROJECT NO. 5622
SHEET NO. 1 of 2

THE ARBORS FOURTH ADDITION FINAL PLAT



J:\5622\mg\Survey\Final\Plat\5622 Final Plat.dwg - 2 of 2 - 12-31-20 - 8:23am - sjc325



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
1	REVISE PEDESTRIAN EASEMENT	SJC	12-23-2020				

CGA Clapsaddle-Garber Associates, Inc.
5106 Nordic Drive
Cedar Falls, Iowa 50613
Ph 319-266-0256
www.cgaconsultants.com

DESIGNED: NCB DATE: 11-26-2019
DRAWN: SJC DATE: 12-04-2020
CHECKED: MCH DATE:
APPROVED: DATE:

THE ARBORS FOURTH ADDITION CEDAR FALLS, IOWA

FINAL PLAT

PROJECT NO. 5622
SHEET NO. 2 of 2

**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 Green and City Council

FROM: Mathew Tolan, EI, Civil Engineer II

DATE: February 11, 2021

SUBJECT: License Agreement
MidAmerican Energy Company
Project No. MC-278-3241

Enclosed is a proposed License Agreement between the City of Cedar Falls and MidAmerican Energy Company to install an electrical distribution system within the public right-of way of the City along Cedar Heights Drive and Katoski Drive.

The proposed License Agreement follows the terms and conditions set forth in previous agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division recommends your approval of this proposed License Agreement.

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

EXHIBIT "A"

Description of the Route of MidAmerican Energy Co. (MEC) System

The facility shall consist of two (2), six inch (6") diameter directionally bored HDPE conduits installed at a minimum depth of 48" below the existing ground surface. Splice manholes (9'L x 7'W x 7'H) will be placed in four (4) locations along the route.

In general terms, within the west right-of-way of Cedar Heights Drive and the northerly right-of-way of Black Hawk Road and is more particularly described as:

1. The facility shall begin at a proposed MEC riser pole in the south right-of-way of West Ridgeway Avenue in the City of Waterloo. The line then traverses north in the west right-of-way of Deere Road/Cedar Heights Drive to the Corporate Limits of the City of Cedar Falls, and being the south line of the NE 1/4, SE 1/4 of Section 31, T-89N, R-13W of the 5th P.M., City of Cedar Falls, Black Hawk County, Iowa, and lying, 54 feet, more or less, west of the Southeast Corner of said NE 1/4, SE 1/4.
2. Thence North, 1190 feet, more or less, in the west right-of-way of Deere Road/Cedar Heights Drive through said NE 1/4, SE 1/4, to a point 58 feet, more or less, west of the east line of said NE 1/4, SE 1/4 and north of the entrance drive to the John Deere facility;
3. Thence East and Northeasterly, 2850 feet, more or less, crossing the Deere Road/Cedar Heights Drive right-of-way and along the north right-of-way of Black Hawk Road through the NE 1/4, SE 1/4 of said Section 31; the NW 1/4, SW 1/4, the SW 1/4, NW 1/4, and the SE 1/4, NW 1/4 of said Section 32 in said Township and Range to the east Corporate Limits of the City of Cedar Falls and being on the east line of said SE 1/4, NW 1/4 and 30 feet, more or less, northwesterly of the centerline of Black Hawk Road;
4. The facility then continues through the City of Waterloo to the point of termination at a proposed riser pole in the northwesterly right-of-way of Black Hawk Road.
5. The total facility horizontal length within the City of Cedar Falls is 4040' including manholes.

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

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and MidAmerican Energy Company, whose address is P.O. Box 657, Des Moines, IA 50306-0657, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain certain electrical distribution systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair an electrical distribution system which shall include all equipment owned, operated, leased or subleased in connection with the operation of two (2) high density polyethelene (HDPE) ducts for electrical distribution and connection in Cedar Falls, Iowa, including but not limited to pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of a new electrical distribution cable system within two (2) parallel ducts with each being approximately four thousand fifty-five (4,055 L.F.) linear feet, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities system shall consist of two (2) parallel six (6") inch diameter high density polyethelene (HDPE) with aluminum strands of electrical distribution cable, directionally bored in place, and four (4) 10'x6'x7' P.C.C. manholes.

All of the system underground conduit pair shall be placed at a minimum depth of fifty-seven (57") inches from centerline of bore to ground level (or forty-eight (48") inches from top of "the top conduit of the duct pair" to ground level or waterways. The north-south 150' undercrossing section length of the main entrance drive to 6725 Cedar

Heights Drive and the east-west 200' undercrossing section length of Cedar Heights Drive shall be at a minimum depth of eighty-one (81") inches from top of "the top conduit of the duct pair" to the existing surface level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The system conduit pair clearance between the top of "the top conduit of the duct pair" to the bottom wall of sewers and/or culverts shall be at a minimum of thirty-six (36") inches.

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the _____ day of _____, 2021, and shall continue for a term of one (1) year ("Initial Term"), and shall continue for successive, one-year terms pursuant to the terms of section 3(b) below.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$1750.00 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the Initial Term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$175.00 payable by Licensee to the City, for one (1) year period following the conclusion of the Initial Term provided in Section 2, and continuing for succeeding one (1) year terms ("Renewal Term"), until termination of the license as described in Sections 4 or 20 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than the start of each Renewal Term. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable

City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding Renewal Term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its electrical distribution facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its electrical distribution cables in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that the license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws.

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a

content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS), most currently approved by the City of Cedar Falls, and the most current City of Cedar Falls Supplemental Specifications to the Statewide Urban Design and Specifications (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of

request. Licensee agrees to enroll as a member of the “Iowa One Call System,” and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of an electrical distribution system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked “Exhibit “B,” are Licensee’s approved construction drawings. Upon completion of the installation of Licensee’s facilities, Licensee shall promptly furnish to the City complete and accurate copies of “as built” plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee’s conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or

- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein, to the extent caused by Licensee's negligence or willful misconduct. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its electrical distribution systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa
Attn: City Clerk
220 Clay Street
Cedar Falls, IA 50613

If to Licensee: MidAmerican Energy Company
Attn: Right of Way Services
P.O. Box 657
Des Moines, IA 50306-0657

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, rules, regulations and standards.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter

This instrument was acknowledged before me on _____, 2021,
by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the
City of Cedar Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

Q:\E-FILES-E-8000\E8373_C3D Drawings\Construction Plans\E8373 Cover Sheet.dwg, 1/20/2021 2:27:30 PM, mdoostalik, 1,2

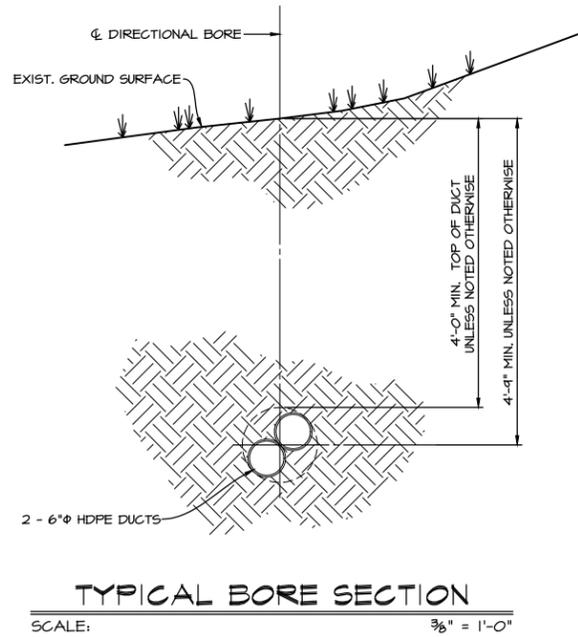
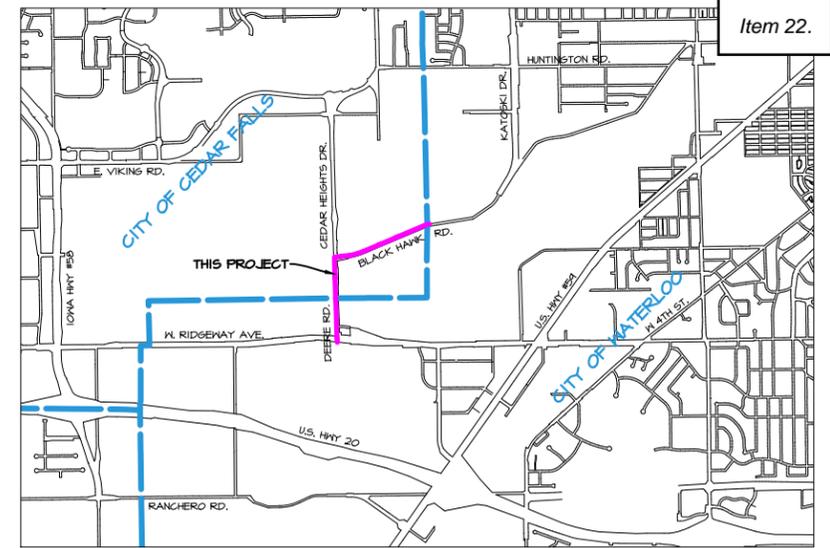


Exhibit B

GENERAL NOTES

- THE OWNER'S INSTALLATION CONTRACTOR AND ALSO MIDAMERICAN ENERGY COMPANY SHALL BOTH INFORM AND UPDATE THE SENIOR COMMUNICATIONS PLANNER, MIKE SMITH WITH CEDAR FALLS UTILITIES (C.F.U.) WITH AS MUCH ADVANCE NOTICE AS IS POSSIBLE AS TO THE CONTACT INFORMATION FOR EVERY ENTITY INVOLVED WITH THE WORK, WHEN THE WORK SHALL BEGIN, AND THE SCHEDULE OF THE PROGRESSION OF THE WORK.
MIKE SMITH'S CONTACT INFORMATION IS:
(DESK) 319-268-5224
(CELL) 319-493-1694
Mike.Smith@cfnet.net
- THE CONTRACTOR SHALL COMPLY WITH ALL COMPANY POLICIES AND PROCEDURES AND ALL REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF MIDAMERICAN ENERGY COMPANY, 260 FAIRVIEW AVENUE, WATERLOO, IOWA (DAVID KLINE, 319-291-4726), AND A COPY SHALL BE AVAILABLE AT ALL TIMES AT THE CONSTRUCTION SITE. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENTS OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES.
- CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING THE CURRENT VERSION OF THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO IOWA SUDAS LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ARE ACCEPTABLE.
- MISCELLANEOUS STRUCTURES AND OBSTRUCTIONS SUCH AS SIGN POSTS, MAIL BOXES, METER BOXES, ETC., SHALL BE AVOIDED OR REMOVED AND REINSTALLED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION. THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL RETURNED CONDITIONS ARE EQUAL TO OR BETTER THAN THE ORIGINAL.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE OF STREETS AND OTHER UTILITIES AFFECTED BY CONSTRUCTION OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND ALL PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. THE CITY ENGINEERING OF THE CITY OF CEDAR FALLS WILL REVIEW ALL PROPOSED DISPOSAL SITES, PRIOR TO THEIR USE, TO DETERMINE ACCEPTABILITY.
- THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENTS, UTILITIES, FOLIAGE, AND ADJOINING PROPERTY, AND STRUCTURES OUTSIDE OF RIGHT-OF-WAY; AND TO AVOID DAMAGE THERE TO ANY ITEMS.
- THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - DURING NON-WORKING HOURS, THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES, AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONES.
- WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY THE MIDAMERICAN ENERGY COMPANY ENGINEER OR AS DIRECTED, IN THE ALTERNATE, BY THE CEDAR FALLS CITY ENGINEER. SUPPLEMENTAL SIGNS, FLAG PERSON(S) AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED, AT ANY TIME, OR OPEN OVERNIGHT. TRAFFIC CONTROL SHALL BE BASED ON IOWA DOT STANDARDS.
- TRENCHES IN PAVED AREAS SHALL BE SAW CUT TO THE FULL DEPTH OF THE PAVEMENT AS REQUIRED BY THE PERMITTING AUTHORITY. PAVED SURFACES SHALL BE REPAIRED IN ACCORDANCE WITH THE CURRENT VERSION OF SUDAS PROGRAM, INCLUDING THE CURRENT VERSION OF THE CITY OF CEDAR FALLS SUPPLEMENTAL SPECIFICATIONS TO SUDAS.
- CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION AND/OR RESTORATIONS ON THIS PROJECT.
- RIGHT-OF-WAY RESTORATION AND STREET/SIDEWALK REPAIR/REPLACEMENT SHALL BE IN COMPLIANCE WITH THE LOCAL PERMITTING AUTHORITY.
- FOR ALL PUBLIC RIGHT-OF-WAY AND PUBLIC PROPERTIES; FOR CROSSING AT 90 DEGREES, ALL ELECTRICAL CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY INCHES (60") BELOW THE LINE FROM TOP OF CURB TO TOP OF CURB OF A STREET WITH CURBS AND FIFTY-FOUR INCHES (54") BELOW PUBLIC ROADWAYS, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON A "PLAN VIEW SHEET". ALL ELECTRICAL CONDUITS SHALL BE PLACED A MINIMUM OF TWENTY-FOUR INCHES (24") BELOW PUBLIC STORM SEWER, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL ELECTRICAL CONDUITS SHALL BE PLACED AT A MINIMUM DISTANCE OF TWENTY-FOUR INCHES (24") FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON A "PLAN VIEW SHEET".
- FOR ALL DITCH LINES AND PRIVATE DRIVEWAYS, ALL ELECTRICAL CONDUITS SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-EIGHT INCHES (48") BELOW ALL DITCH LINES AND PRIVATE DRIVEWAYS.
- INNER DUCTS CONTAINING CABLE SHALL BE SEALED AT TERMINATION POINTS USING RUBBER PLUGS AND COMPRESSION BANDS. VACANT INNER DUCTS OR CONDUIT RING SHALL BE SEALED AT TERMINATION POINTS WITH RUBBER PLUGS OR EQUIPPED WITH A PULL LINE ATTACHMENT RING ON WHICH TO TERMINATE THE PULL LINE. APPROPRIATE SEALANT COMPOUNDS SHALL BE USED TO SEAL ANY GAPS.
- WHEN PLOWING/TRENCHING FOR PLACEMENT OF ELECTRIC CONDUITS, A MARKER TAPE SHALL BE PLACED EIGHTEEN INCHES (18") BELOW THE EXISTING SURFACE OF BELOW THE PROPOSED FINISH GRADE, WHICHEVER IS APPLICABLE, IN A DIRECT ALIGNMENT ABOVE THE ELECTRIC INSTALLATION BEING PLACED.
- BRUSHING AND TRIMMING SHALL BE DONE AS REQUIRED. BRUSH, BRANCHES, AND REFUSE FROM CLEARING OPERATIONS SHALL BE IMMEDIATELY REMOVED FROM THE VICINITY OF THE RIGHT-OF-WAY.
- BACKFILL COMPACTION FOR ALL AREAS EXCAVATED SHALL BE AS PER THE CURRENT IOWA SUDAS AND THE CURRENT CITY OF CEDAR FALLS, IOWA SUPPLEMENTAL SPECIFICATIONS TO THE SUDAS. SPECIFICATIONS AS FOLLOWS: USE NO MORE THAN 8-INCH THICK LIFTS FOR BACKFILL AREAS MORE THAN 3 FEET BELOW THE BOTTOM OF PAVEMENT. USE NO MORE THAN 6-INCH THICK LIFTS FOR BACKFILL AREAS LESS THAN OR EQUAL TO 3 FEET BELOW THE BOTTOM OF PAVEMENT. COMPACTION TO AT LEAST 95% OF STANDARD PROCTOR DENSITY WITH RIGHT-OF-WAY. OBTAIN REQUIRED COMPACTION WITHIN A SOIL MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE CONTENT. IN AREAS TO REMAIN UNPAVED, TERMINATE BACKFILL MATERIAL 8-INCHES BELOW FINISHED GRADE. USE TOPSOIL FOR THE FINAL 8-INCHES ABOVE THE BACKFILL MATERIAL IN ORDER TO SUPPORT VEGETATION GROWTH.
- IOWA STATE LAW REQUIRES ALL EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST FORTY-EIGHT (48) HOURS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS) PRIOR TO ANY AND ALL EXCAVATIONS. CONTRACTOR SHALL CAREFULLY HAND DIG WITHIN TWENTY-FOUR INCH (24") SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.



VICINITY SKETCH
SCALE: 1" = 2640' (22"x34")
1" = 5280' (11"x17")

CONTACTS FOR THIS PROJECT:

- PERMIT AUTHORITIES AND UTILITIES:
IOWA ONE-CALL: 1-800-292-8989 (811 LOCAL ACCESS)
- CITY OF CEDAR FALLS: 1-319-273-8600
MATTHEW TOLAN (ENGINEERING) 1-319-268-5164
DAVID WICKE (ENGINEERING) 1-319-268-5162
MIKE NYMAN (WATER RECLAMATION) 1-319-273-8633
- CEDAR FALLS UTILITIES (C.F.U.) 1-319-266-1761
JERALD LUKENSMEYER (GAS OR WATER) 1-319-266-1761
JOHN OSTERHAUS (ELECTRIC) 1-319-266-1761
- MIDAMERICAN ENERGY COMPANY SENIOR ENGINEER
DAVID KLINE 1-319-291-4726
- ON-SITE CONSTRUCTION COORDINATOR

BENCH MARK

ELEVATIONS SHOWN ON THIS PLAN ARE BASED THE IOWA DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK CONVERTED TO NAVD88.

LEGEND

- PROPOSED ELECTRICAL DUCTS
- ROAD RIGHT-OF-WAY LINE
- 4'-4" MIN. DEPTH LINE U.N.O.
- ST 12" STORM SEWER
- SAN 8" SANITARY SEWER
- W 12" WATER MAIN
- UGE DIRECT BURY ELECTRIC
- G 6" GAS MAIN
- UT UNDERGROUND TELEPHONE
- UFO UNDERGROUND FIBER OPTIC
- HYDRANT
- WATER VALVE
- GAS VALVE
- POWER POLE W/ DOWN GUY
- LIGHT POLE
- MANHOLE
- TRAFFIC SIGNAL
- TRANSMISSION POLE
- STORM INTAKE

APPROVAL TO CONSTRUCT

No. MC-278-3241

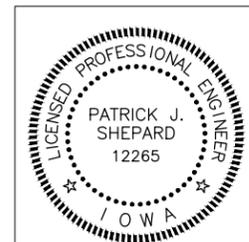
Dated 2/11/2021

CITY OF CEDAR FALLS
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

By Matthew Tolan

FOR FINAL C.F. APPROVAL 01-20-2021

CERTIFICATION



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

Patrick J. Shepard 01-22-21
DATE

PATRICK J. SHEPARD, IOWA LIC. NO. 12265 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 THROUGH 15 OF 15

REV	DATE	DES	DFTR	APP	DESCRIPTION
4	12-22-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 12-18-20
3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20
2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
5	01-20-2021	MMD	MMD	DK	CHANGE PVC TO HDPE / FINAL C.F. APPROVAL
1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

CEC
Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 - Des Moines, Iowa 50322
515.276.4884 - Fax: 515.276.7084 - mail@cecclac.com

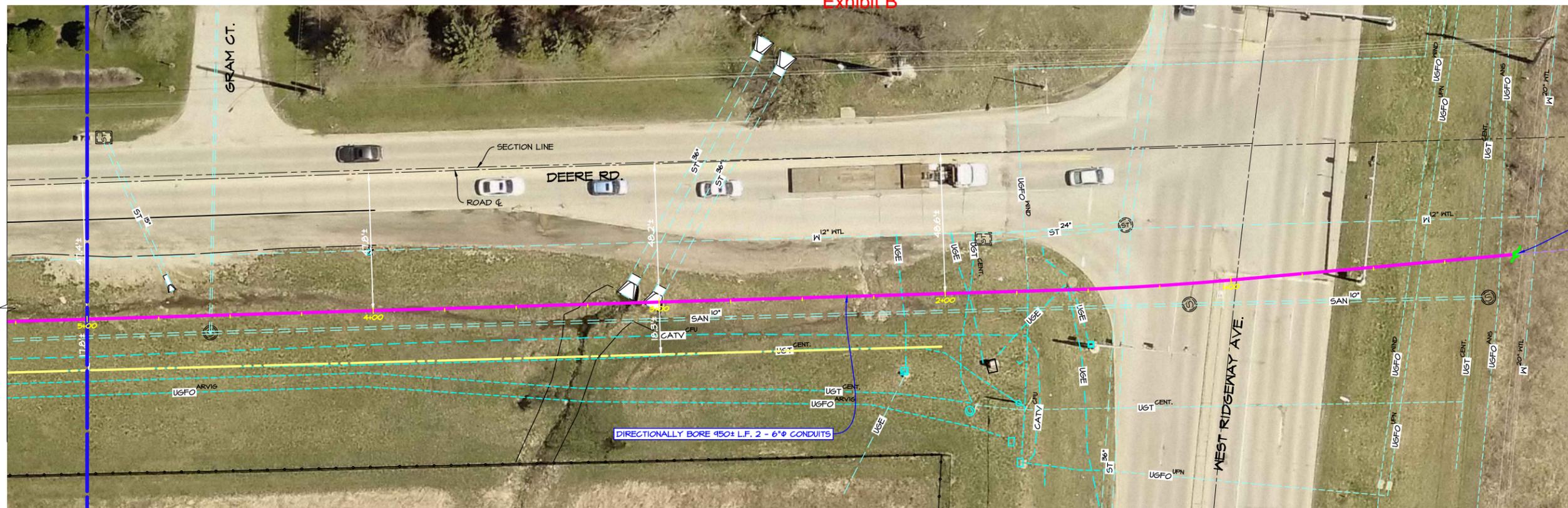
MIDAMERICAN ENERGY COMPANY.

DATE	01-20-2021
DESIGNED	MMD
DRAWN	MMD
APPROVED	DK
APPROVED	

RID-WAT CIRCUIT TIE PROJECT

NOTES AND DETAILS

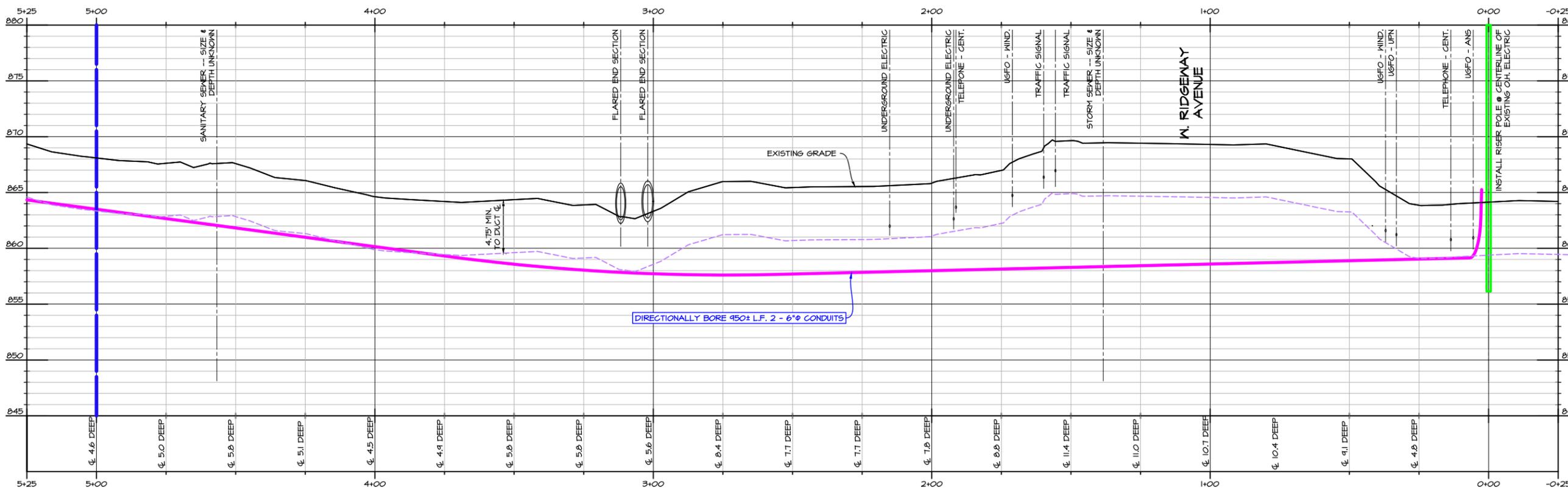
DWG NO **258**



DIRECTIONALLY BORE 450± L.F. 2 - 6" CONDUITS

INSTALL NEW RISER POLE AT CENTERLINE OF EXISTING OVERHEAD ELECTRIC LINES STA. 0+00

DEERE ROAD PLAN

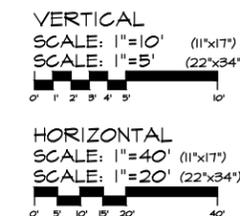


DEERE ROAD PROFILE

FOR FINAL C.F. APPROVAL 01-20-2021



NOTE: NOTES & DETAILS SHOWN ON ONE DRAWING APPLY TO ALL DRAWINGS INsofar AS THEY MAY APPLY.



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REV	DATE	DESIGNED	DFTR	APP	DESCRIPTION	REV	DATE	DESIGNED	DFTR	APP	DESCRIPTION
4	12-22-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 12-18-20	1	06-25-20	MMD	MMD	DK	1st SUBMITTAL
3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20	2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING	3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 12-18-20
5	01-20-2021	MMD	MMD	DK	FOR FINAL C.F. APPROVAL						



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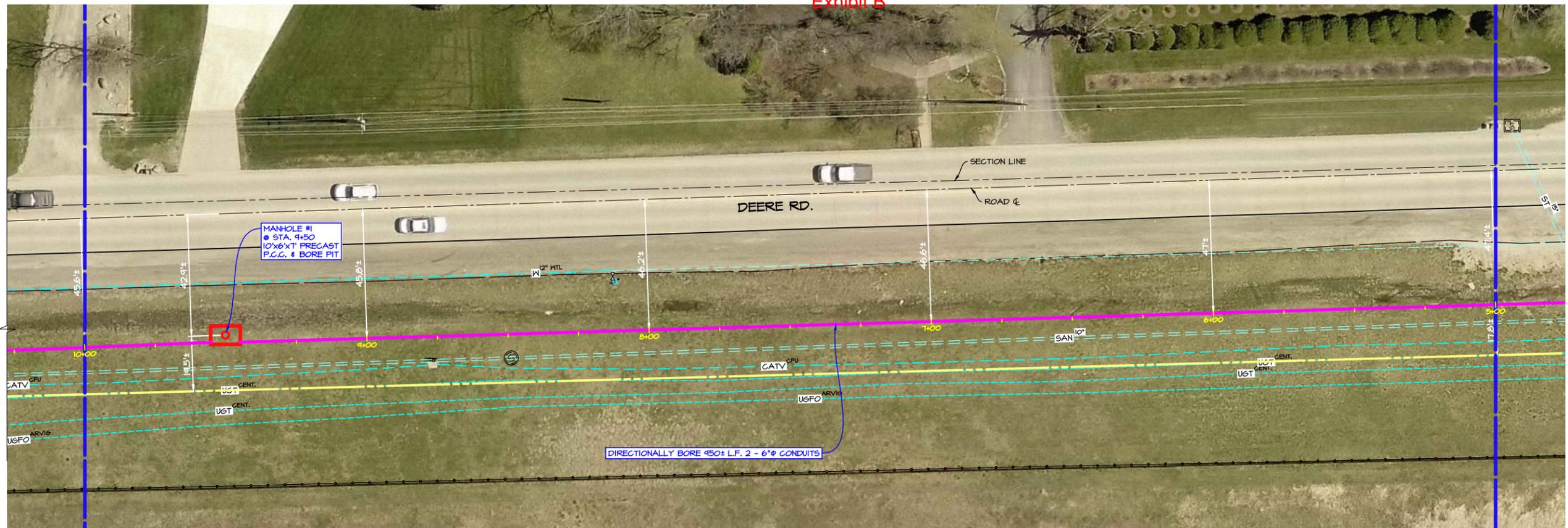


DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

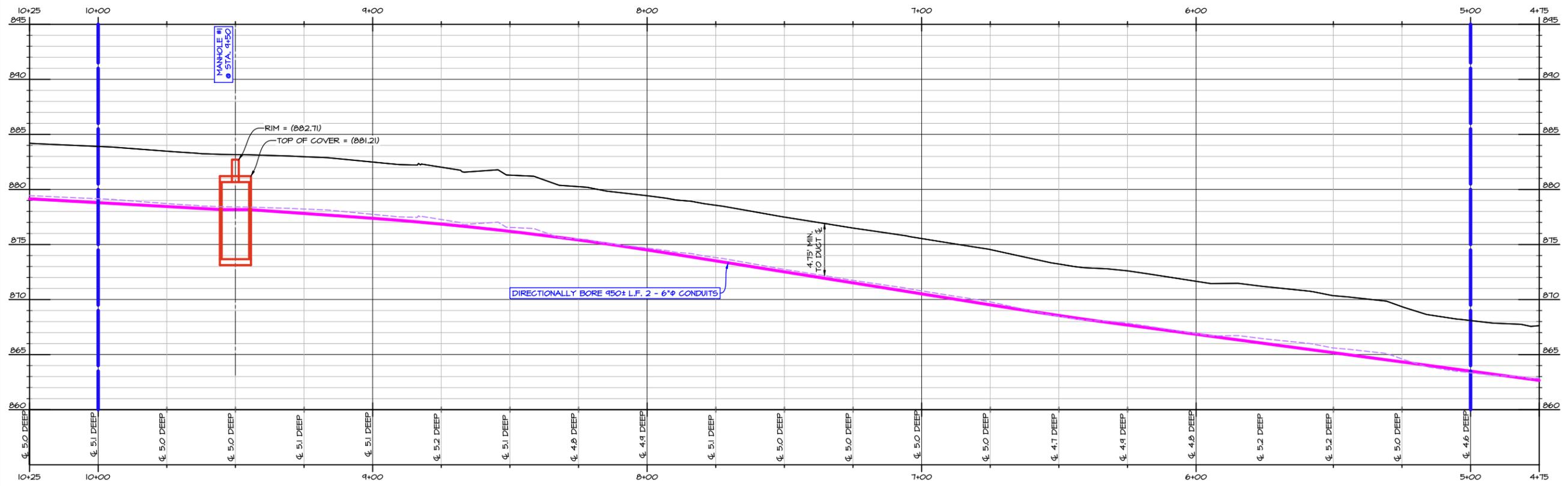
RID-WAT CIRCUIT TIE PROJECT
DEERE ROAD
PLAN & PROFILE

DWG NO 259

E-0373



DEERE ROAD PLAN

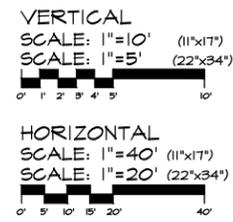


DEERE ROAD PROFILE

FOR FINAL C.F. APPROVAL 01-20-2021



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1	06-25-20	MMD	MMD	DK	1st SUBMITTAL



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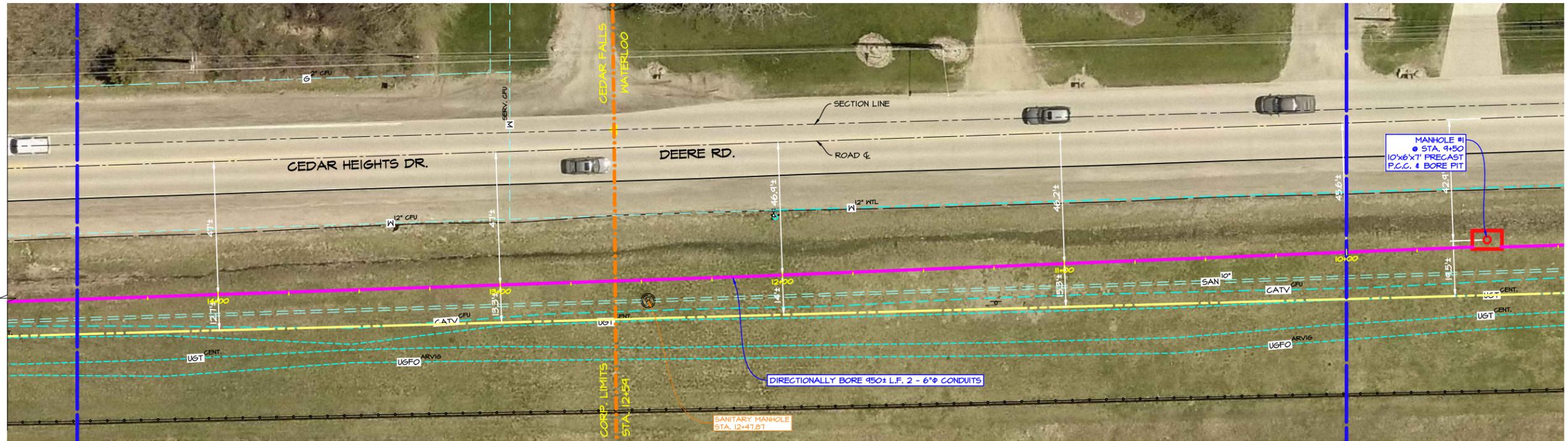
MIDAMERICAN ENERGY COMPANY.

DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

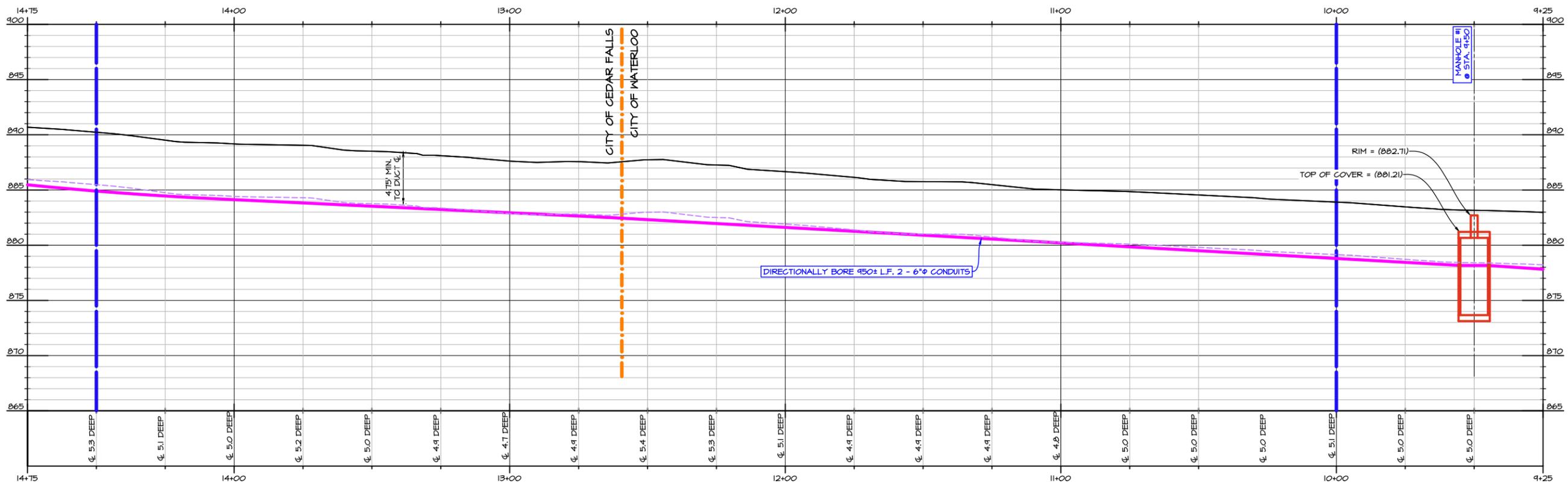
RID-WAT CIRCUIT TIE PROJECT
DEERE ROAD PLAN & PROFILE

DWG NO 260

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CEDAR HEIGHTS DRIVE / DEERE ROAD PLAN

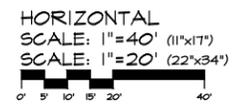
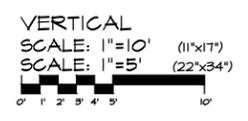


CEDAR HEIGHTS DRIVE / DEERE ROAD PROFILE

FOR FINAL C.F. APPROVAL
01-20-2021



NOTE:
NOTES & DETAILS SHOWN ON ONE DRAWING APPLY TO ALL DRAWINGS INSOFAR AS THEY MAY APPLY.



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						2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
						1	06-25-20	MMD	MMD	DK	1st SUBMITTAL



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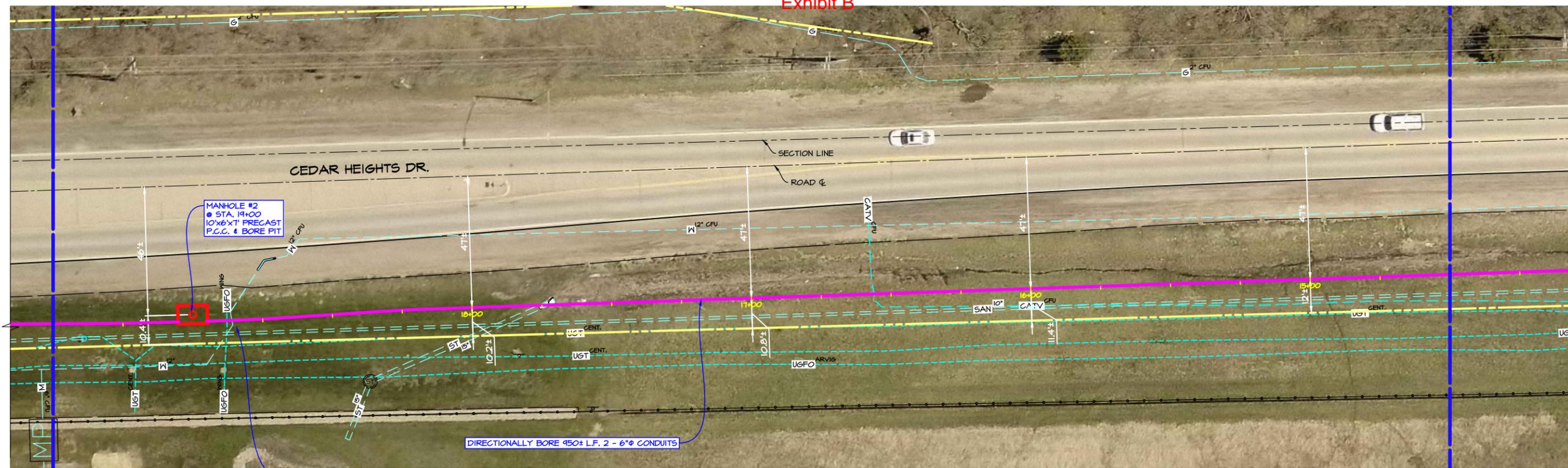


DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

RID-WAT CIRCUIT TIE PROJECT
CEDAR HEIGHTS DRIVE / DEERE ROAD
PLAN & PROFILE

DWG NO 261

Exhibit B

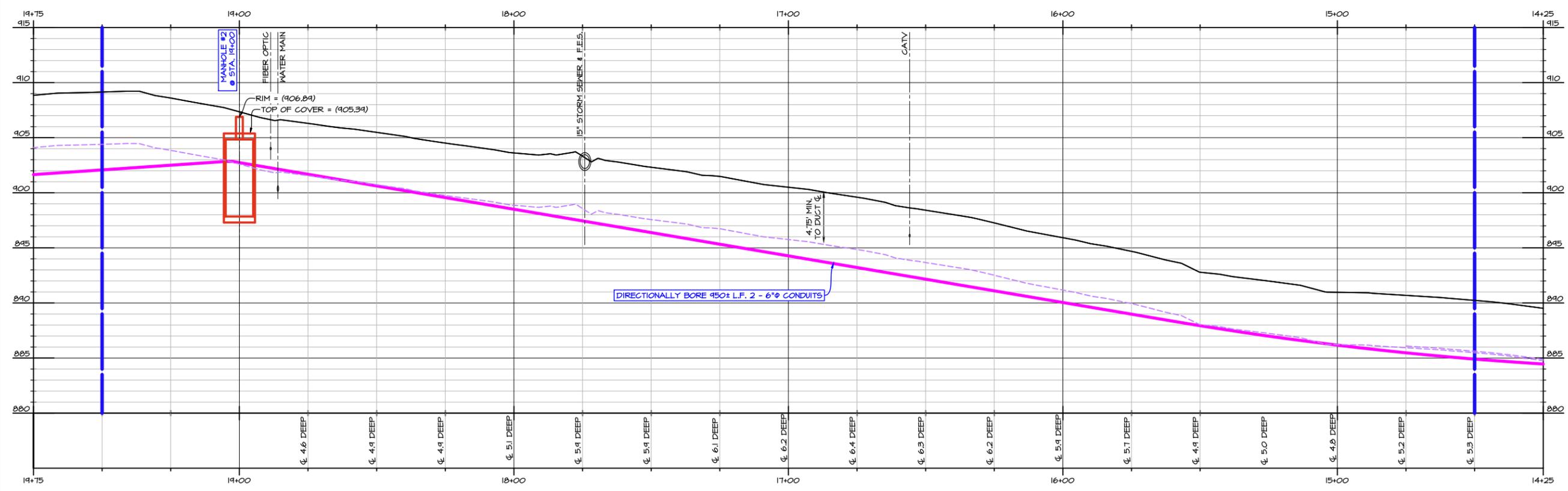


MANHOLE #2
 ● STA. 19+00
 10'x6'x1' PRECAST
 P.C.C. & BORE PIT

DIRECTIONALLY BORE 950± L.F. 2 - 6" CONDUITS

EXPOSE AND SPOT WATER MAIN PRIOR TO BORING CONDUITS -- ADJUST CONDUIT DEPTH IF NECESSARY TO CLEAR WATER MAIN

CEDAR HEIGHTS DRIVE PLAN

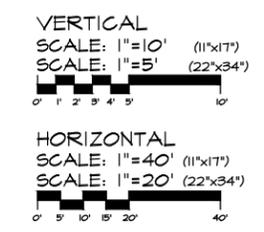


CEDAR HEIGHTS DRIVE PROFILE

FOR FINAL C.F. APPROVAL
 01-20-2021



NOTE:
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3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20
2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

NORTH

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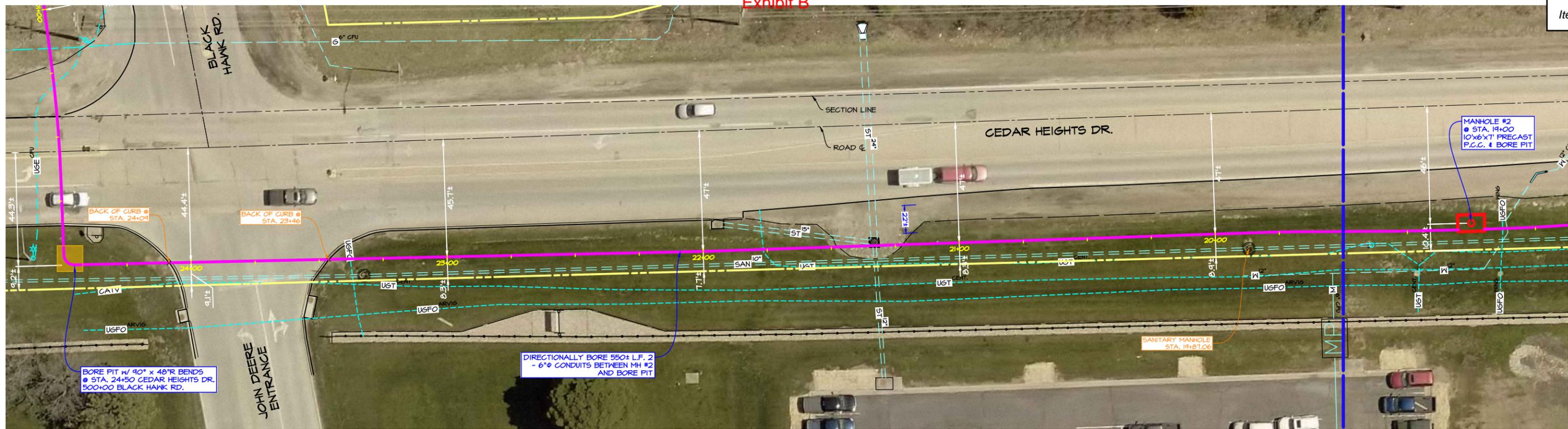
DATE 01-20-2021
 DESIGNED MMD
 DRAWN MMD
 APPROVED DK
 APPROVED

RID-WAT CIRCUIT TIE PROJECT

CEDAR HEIGHTS DRIVE PLAN & PROFILE

DWG NO 262

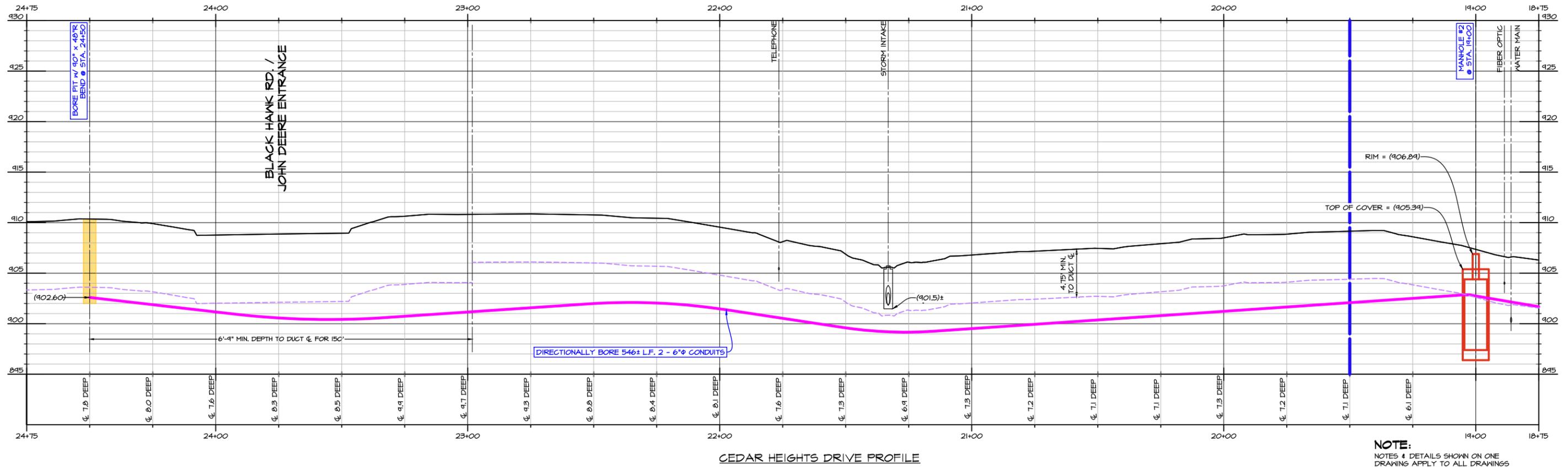
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CEDAR HEIGHTS DRIVE PLAN



FOR FINAL C.F. APPROVAL
01-20-2021



CEDAR HEIGHTS DRIVE PROFILE

NOTE:
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REV	DATE	DES	DFTR	APP	DESCRIPTION
5	01-20-2021	MMD	MMD	DK	FOR FINAL C.F. APPROVAL
3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20
2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

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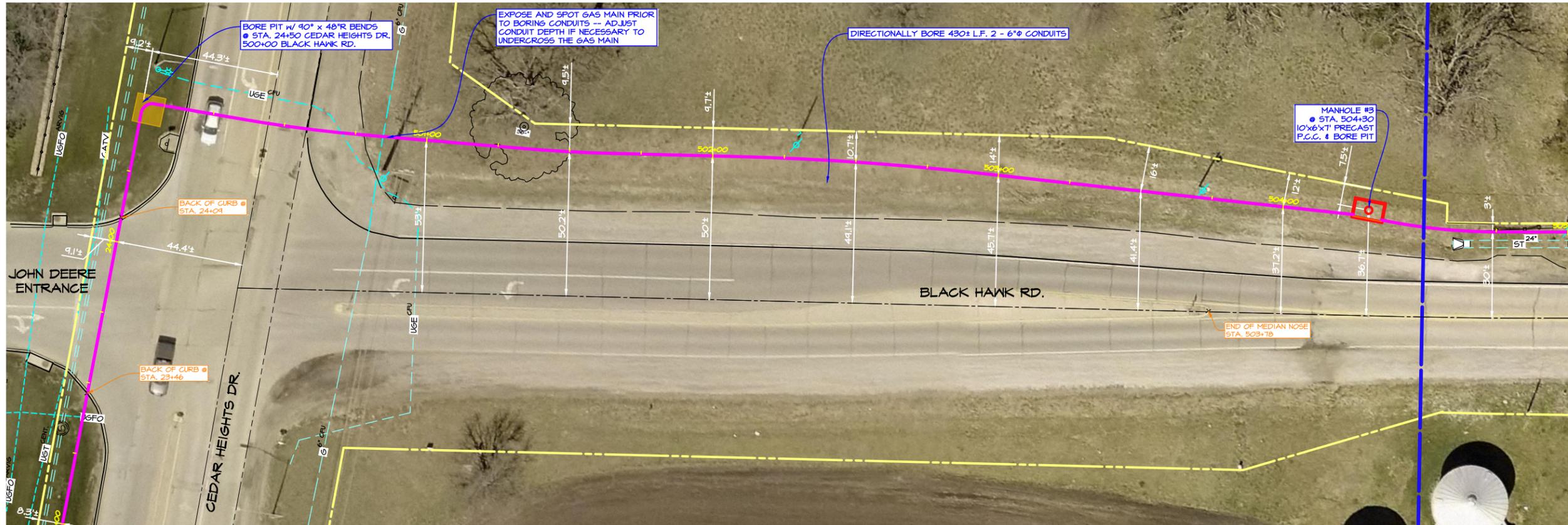
DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

RID-WAT CIRCUIT TIE PROJECT

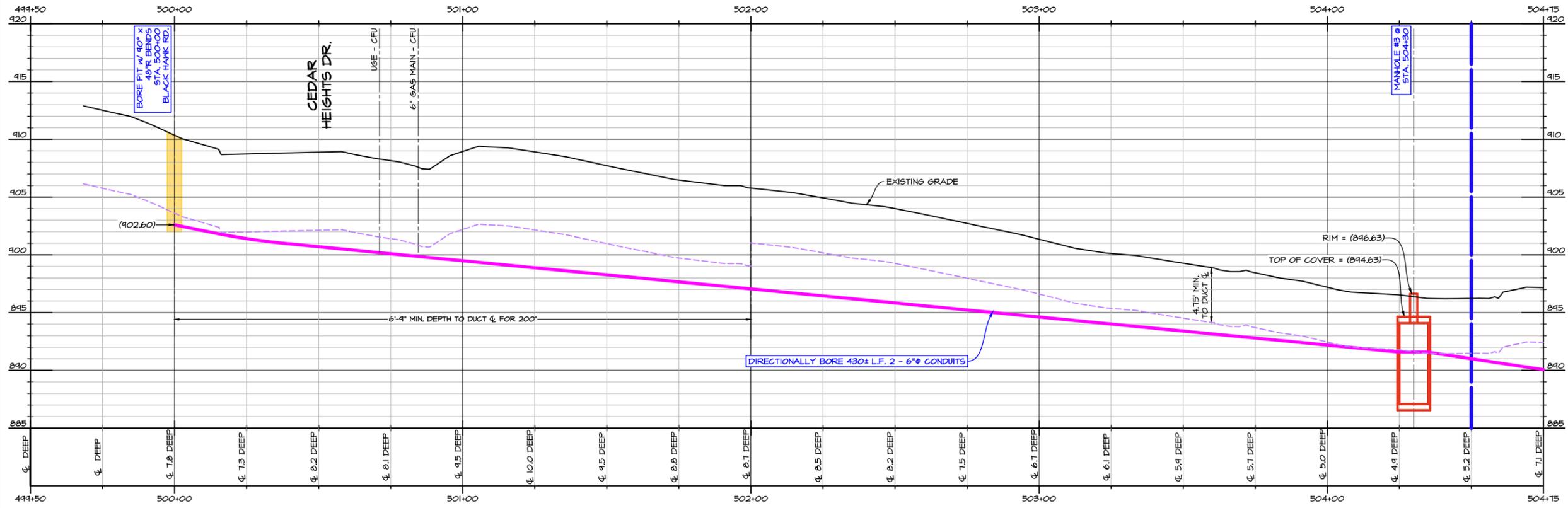
CEDAR HEIGHTS DRIVE PLAN & PROFILE

DWG NO **263**

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BLACK HAWK ROAD PLAN



BLACK HAWK ROAD PROFILE

FOR FINAL C.F. APPROVAL
01-20-2021



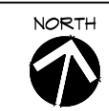
NOTE:
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VERTICAL SCALE: 1"=10' (11"x17")
SCALE: 1"=5' (22"x34")

HORIZONTAL SCALE: 1"=40' (11"x17")
SCALE: 1"=20' (22"x34")

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1	06-25-20	MMD	MMD	DK	1st SUBMITAL



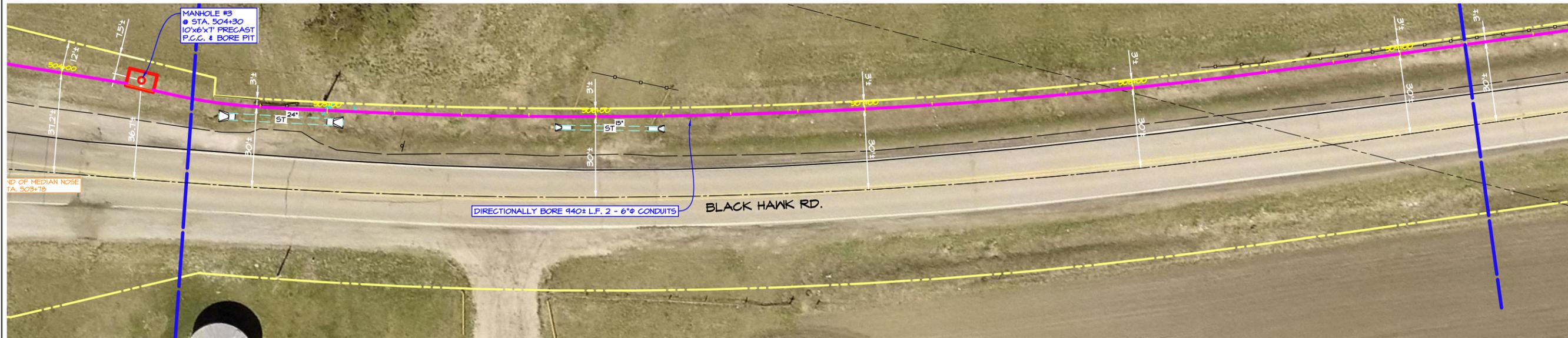
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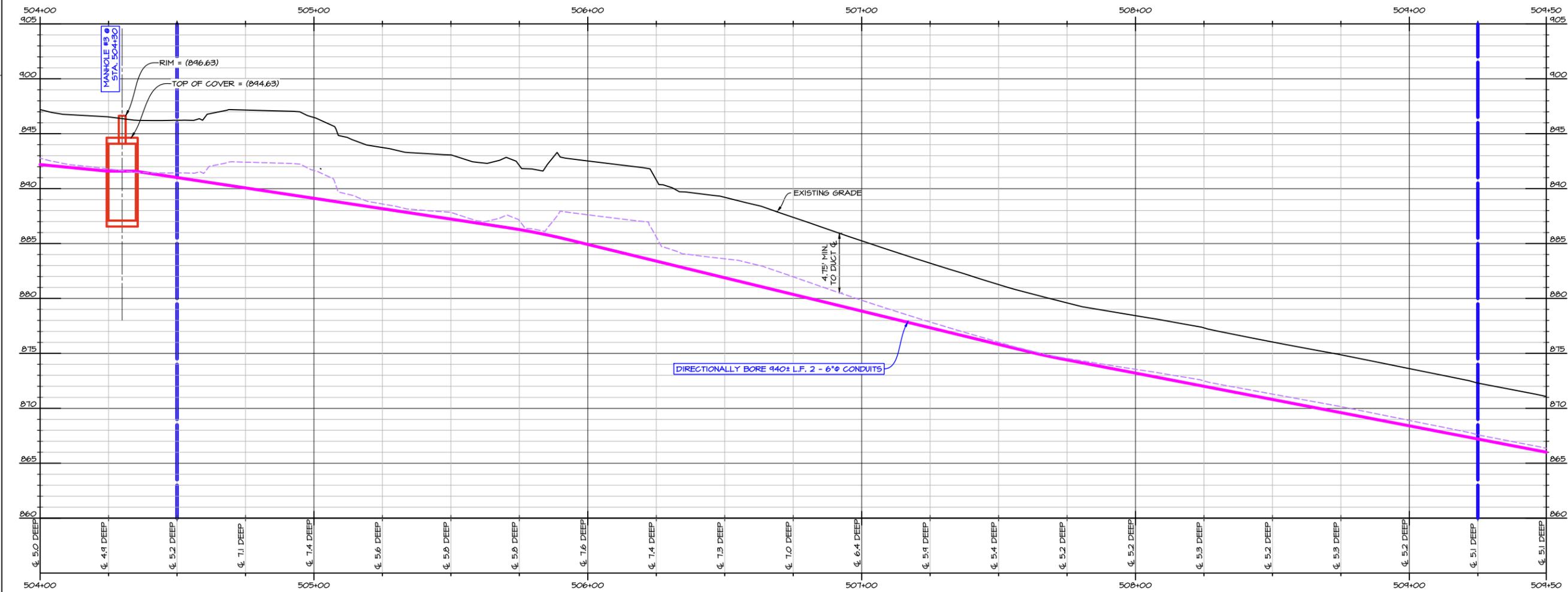
DATE	01-20-2021
DESIGNED	MMD
DRAWN	MMD
APPROVED	DK
APPROVED	

RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK ROAD
PLAN & PROFILE

DWG NO **264**



BLACK HAWK RD PLAN



BLACK HAWK RD PROFILE

FOR FINAL C.F. APPROVAL
01-20-2021



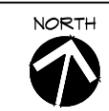
NOTE:
NOTES & DETAILS SHOWN ON ONE DRAWING APPLY TO ALL DRAWINGS INSOFAR AS THEY MAY APPLY.

VERTICAL SCALE: 1"=10' (11"x17")
SCALE: 1"=5' (22"x34")

HORIZONTAL SCALE: 1"=40' (11"x17")
SCALE: 1"=20' (22"x34")

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REV	DATE	DESIGNED	DFTR	APP	DESCRIPTION
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2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
1	06-25-20	MMD	MMD	DK	1st SUBMITTAL



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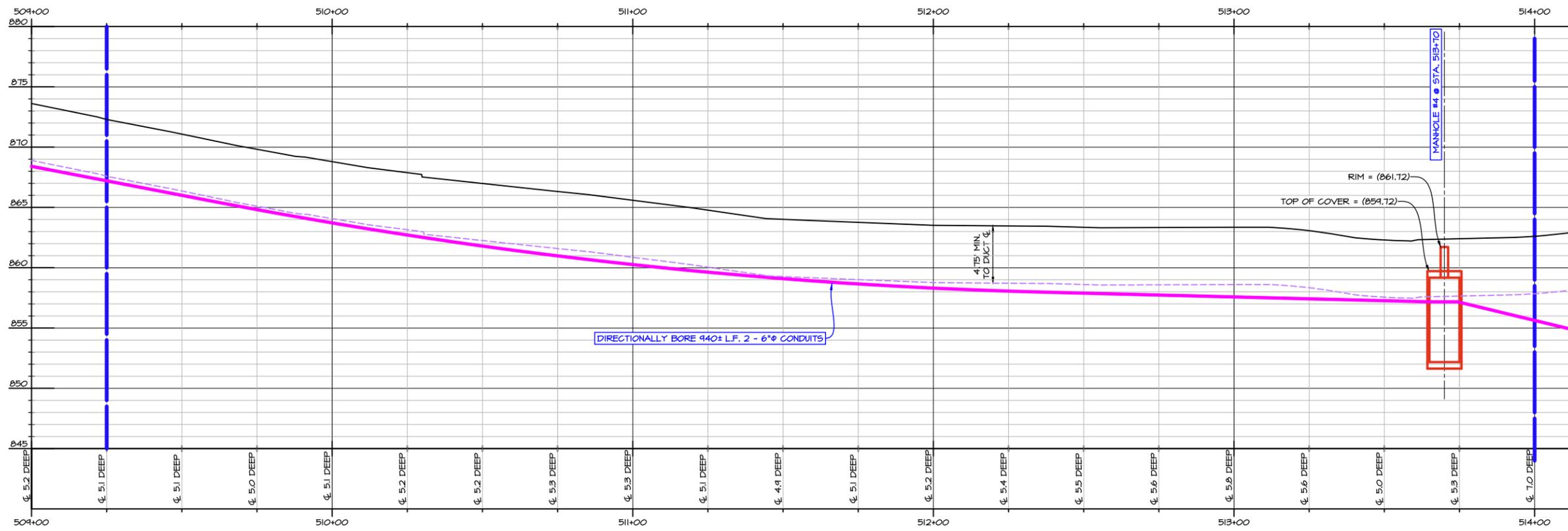
DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK ROAD
PLAN & PROFILE

DWG NO 265



BLACK HAWK ROAD PLAN

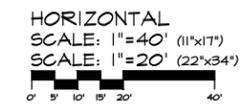
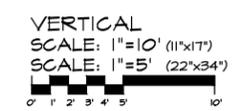


BLACK HAWK ROAD PROFILE

FOR FINAL C.F. APPROVAL
01-20-2021



NOTE:
NOTES & DETAILS SHOWN ON ONE DRAWING APPLY TO ALL DRAWINGS IN SO FAR AS THEY MAY APPLY.



REV	DATE	DESIGNED	DRAWN	APP	DESCRIPTION
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1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

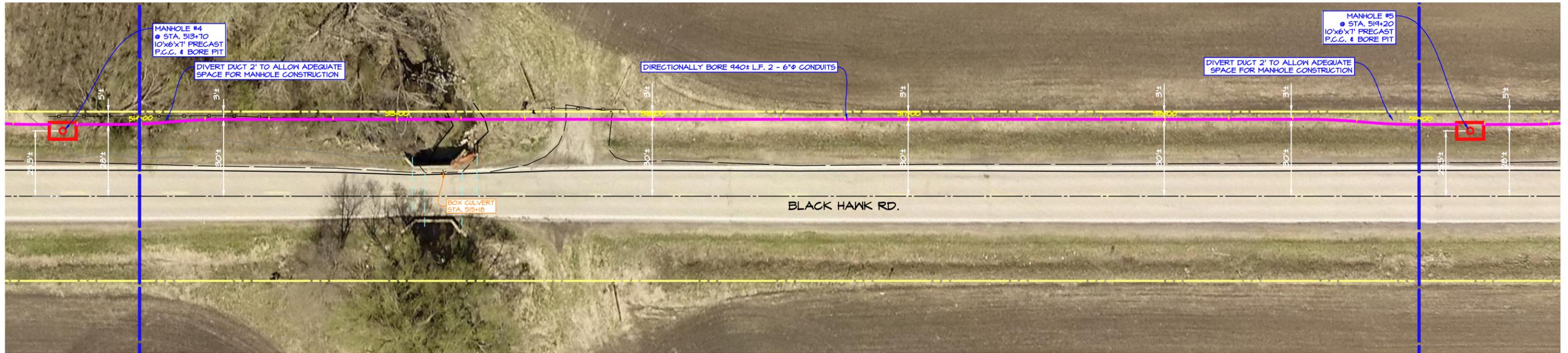


DATE	01-20-2021
DESIGNED	MMD
DRAWN	MMD
APPROVED	DK
APPROVED	

RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK ROAD
PLAN & PROFILE

DWG NO 266

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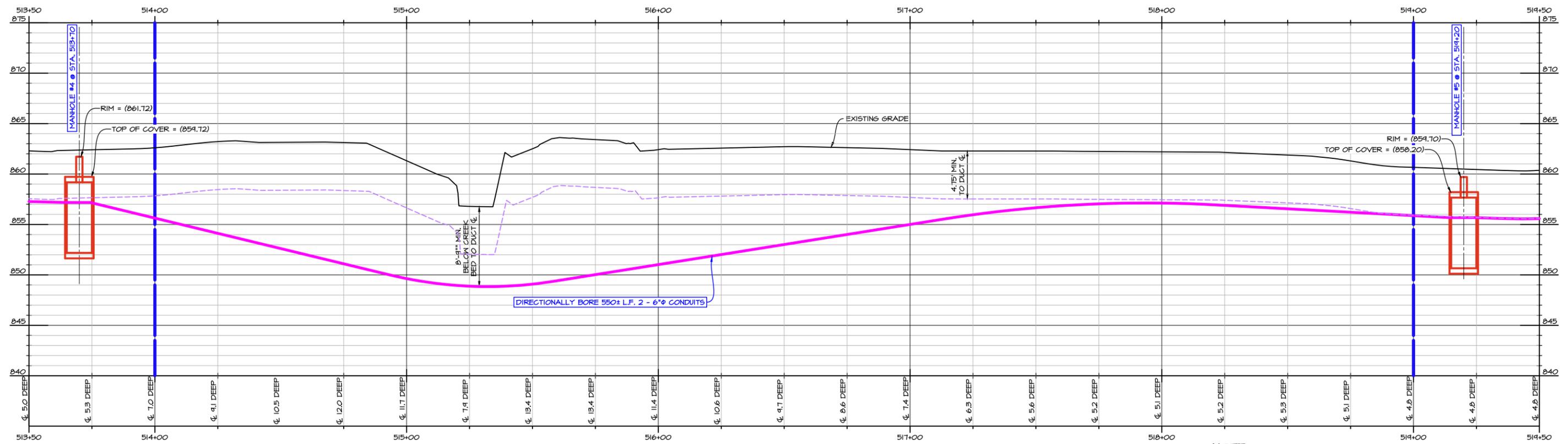
BLACK HAWK RD PLAN

HORIZONTAL
SCALE: 1"=40' (11"x17")
SCALE: 1"=20' (22"x34")

VERTICAL
SCALE: 1"=10' (11"x17")
SCALE: 1"=5' (22"x34")



FOR FINAL C.F. APPROVAL
01-20-2021



BLACK HAWK RD PROFILE

NOTE:
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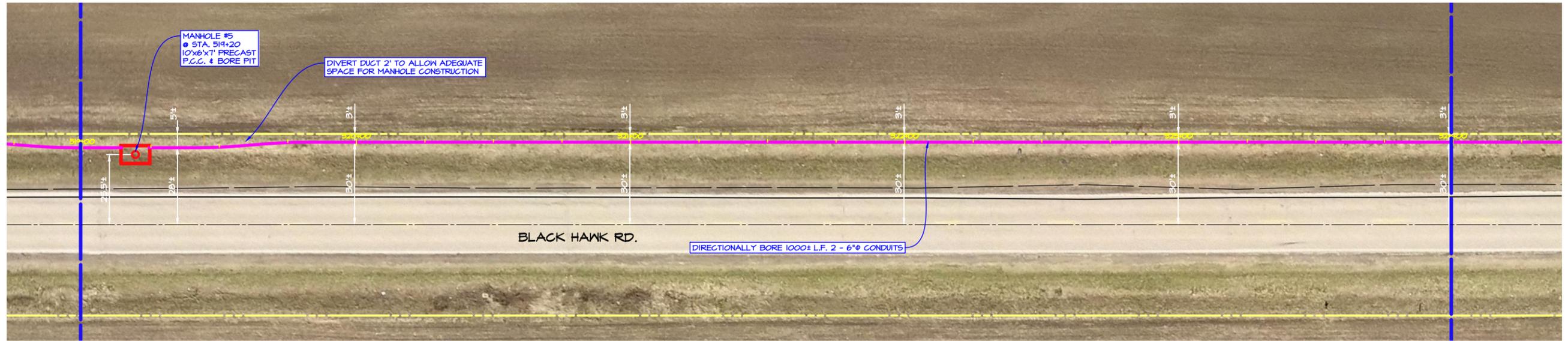


DATE	01-20-2021
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DRAWN	MMD
APPROVED	DK
APPROVED	

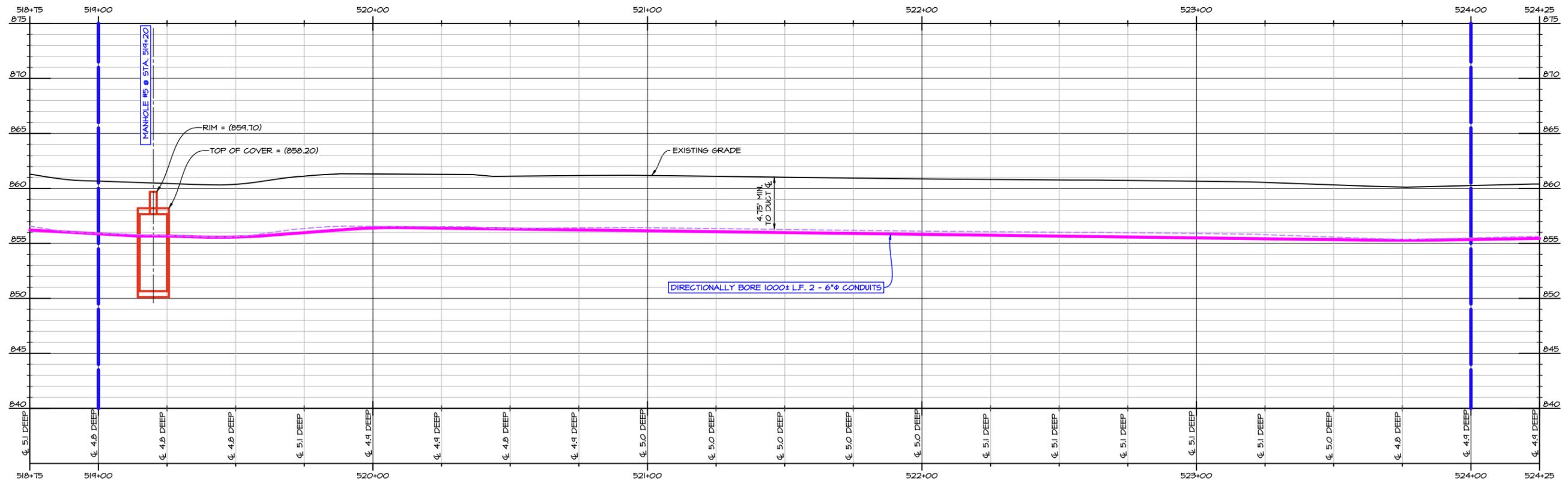
RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK ROAD
PLAN & PROFILE

DWG NO 267

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BLACK HAWK RD PLAN



BLACK HAWK RD PROFILE

FOR FINAL C.F. APPROVAL
01-20-2021



NOTE:
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SCALE: 1"=5' (22"x34")

HORIZONTAL SCALE: 1"=40' (11"x17")
SCALE: 1"=20' (22"x34")

E-0373

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3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20
4	12-22-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 12-18-20
1	06-25-20	MMD	MMD	DK	1st SUBMITTAL



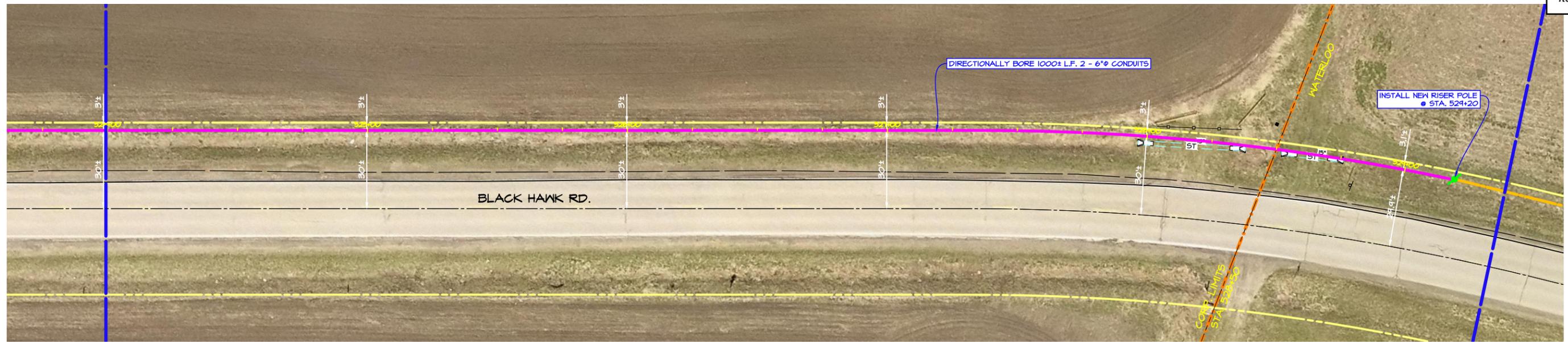
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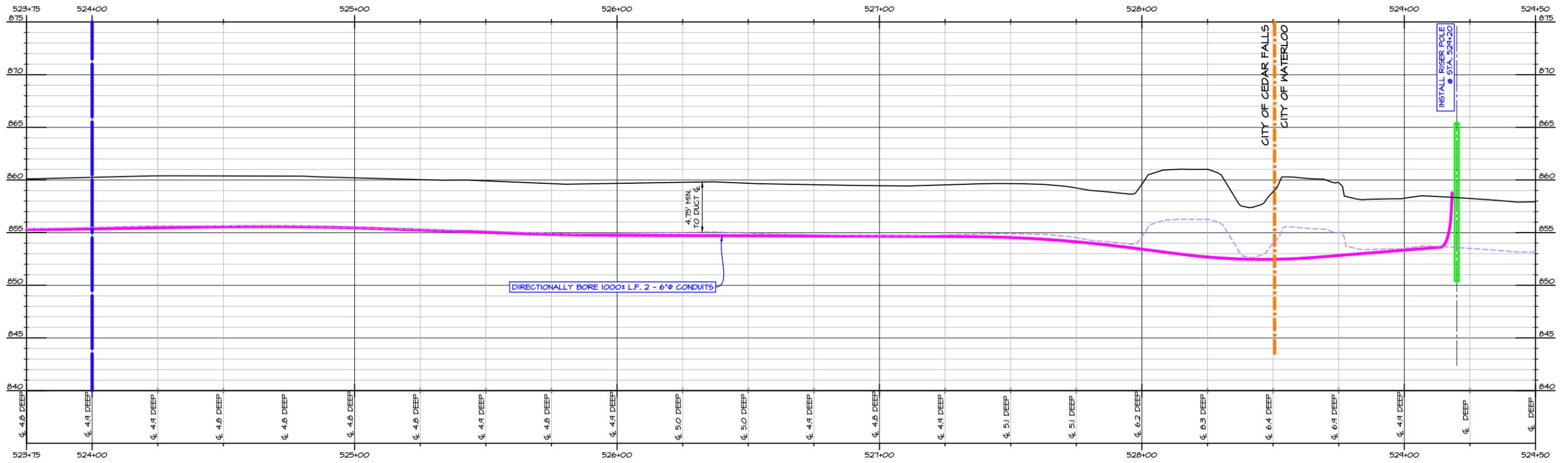
DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK RD. PLAN & PROFILE

DWG NO **268**



BLACK HAWK RD PLAN

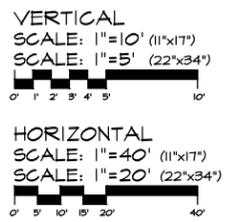


BLACK HAWK RD PROFILE

FOR FINAL C.F. APPROVAL
01-20-2021



NOTE:
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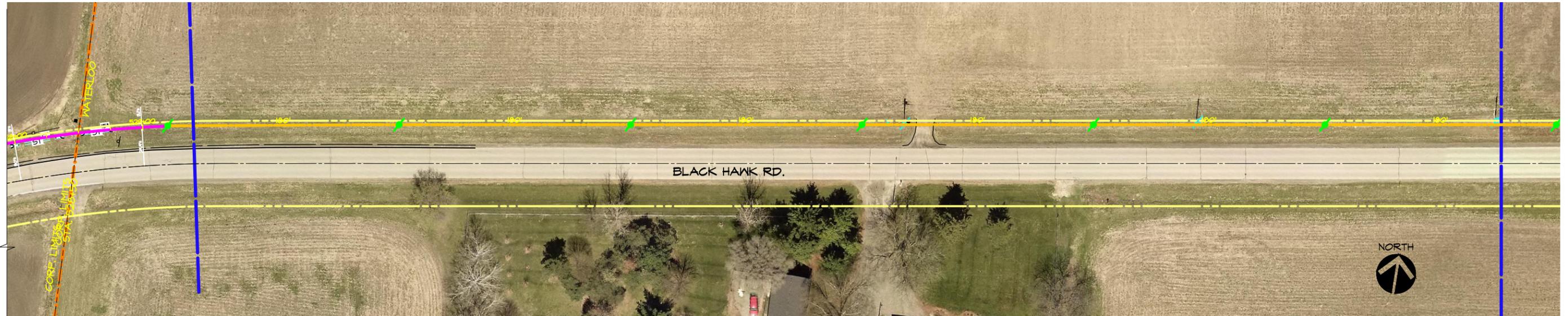


DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK RD. PLAN & PROFILE

12 OF 269
DWG NO

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BLACK HAWK RD PLAN



FOR FINAL C.F. APPROVAL
01-20-2021

NOTE:
NOTES & DETAILS SHOWN ON ONE DRAWING APPLY TO ALL DRAWINGS INSOFAR AS THEY MAY APPLY.

HORIZONTAL SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")

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						2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
						1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

			DATE 01-20-2021 DESIGNED MMD DRAWN MMD APPROVED DK APPROVED	RID-WAT CIRCUIT TIE PROJECT BLACK HAWK RD. SITE PLAN	13 OF 270 DWG NO
			E-0373		



BLACK HAWK RD PLAN



KATOSKI DR PLAN



FOR FINAL C.F. APPROVAL
01-20-2021

NOTE:
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HORIZONTAL SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")

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5	01-20-2021	MMD	MMD	DK	FOR FINAL C.F. APPROVAL	4	12-22-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 12-18-20
						3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20
						2	10-16-20	MMD	MMD	DK	FOR PERMITTING & BIDDING
						1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

CEC
Civil Engineering Consultants, Inc.
2400 86th Street - Unit 12 - Des Moines, Iowa 50322
515.276.4884 - Fax: 515.276.7084 - mail@cecclac.com

MIDAMERICAN ENERGY COMPANY.

DATE	01-20-2021
DESIGNED	MMD
DRAWN	MMD
APPROVED	DK
APPROVED	

RID-WAT CIRCUIT TIE PROJECT
BLACK HAWK RD. / KATOSKI DR.
SITE PLAN

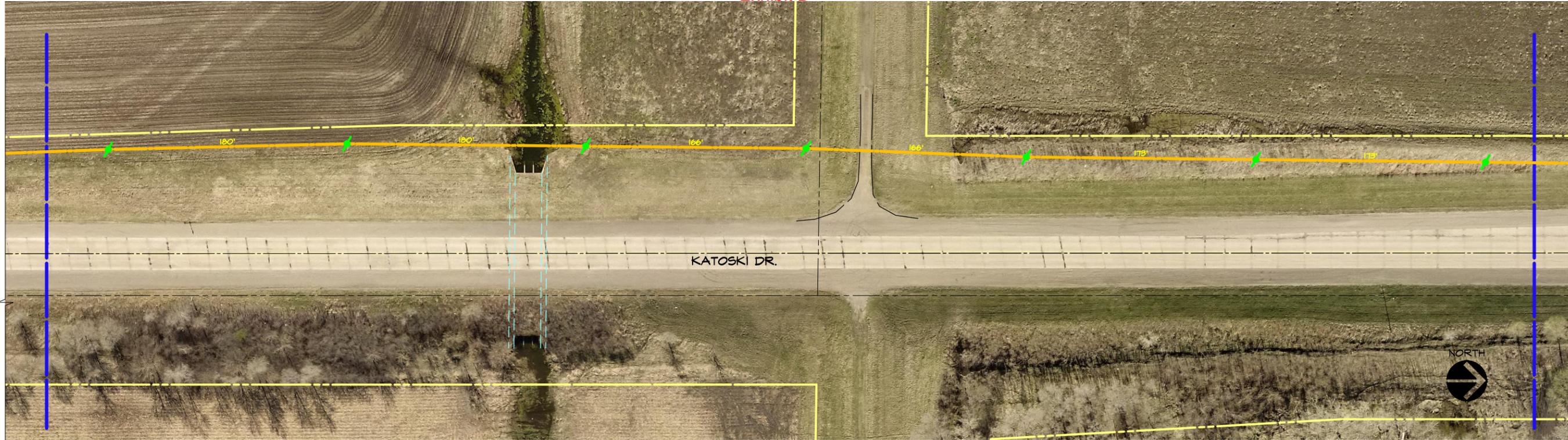
DWG NO **14** OF **271**

E-0373

Q:\E-FILES\8000\8373_C3D Drawings\Construction Plans\8373 Site Plans.dwg, 1/20/2021 2:28:56 PM, mdoostalik, 1,2

Exhibit B

Item 22.



KATOSKI DR PLAN



KATOSKI DR PLAN



FOR FINAL C.F. APPROVAL
01-20-2021

NOTE:
NOTES & DETAILS SHOWN ON ONE DRAWING APPLY TO ALL DRAWINGS INSOFAR AS THEY MAY APPLY.

HORIZONTAL SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")

REV	DATE	DES	DFTR	APP	DESCRIPTION	REV	DATE	DES	DFTR	APP	DESCRIPTION
5	01-20-2021	MMD	MMD	DK	FOR FINAL C.F. APPROVAL	4	12-22-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 12-18-20
						3	11-18-20	MMD	MMD	DK	ADDRESS C.F. COMMENTS FROM 11-10-20
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						1	06-25-20	MMD	MMD	DK	1st SUBMITTAL

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MIDAMERICAN ENERGY COMPANY.

DATE 01-20-2021
DESIGNED MMD
DRAWN MMD
APPROVED DK
APPROVED

RID-WAT CIRCUIT TIE PROJECT
KATOSKI DR. SITE PLAN

DWG NO 272

E-0373



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: Chase Schrage, Director of Public Works

DATE: January 26, 2021

SUBJECT: 2021-2022 Sturgis Falls Agreement
 2021 Live-to-9 Special Event Permit
 2021 Cedar Basin Music Festival

City staff has been working with Jay Stoddard and the Sturgis Falls Board over the last few months to update their current agreement with the City. The current agreement was in place for one (1) year and expires on March 2, 2021. The Sturgis Falls Board has been agreeable to renew the contract with the City for the period of two (2) years.

The changes implemented in the previous agreement (2020) were intended to address the title changes and reorganization of the City. The attached two (2) year agreement outlines the specific areas in the parks that will be used by the Sturgis Falls Celebration; these include Island Park, Overman Park, Tourist Park, Gateway Park, Police Officer's Memorial Park, and a portion of Sturgis Park. The celebration is held the last weekend in June of each year. This agreement will run for two (2) years beginning March 3, 2021 and ending March 2, 2023.

Additionally, applications for public event permits have been submitted by two groups requesting to host an event the weekend of the Sturgis Falls Celebration. These applications typically do not go through council but are reviewed and approved by staff. Due to the uniqueness of these applications, I have included the two applications for the public events held during this time. The permits attached are as follows:

- Live-to-9: June 25-26 located at the corner of 2nd Street & State Street
- Cedar Basin Music Festival: June 25-27 located on the northern portion of Sturgis Park

I have attached the Sturgis Falls proposed agreement, Live-to-9 permit application, and Cedar Basin Music Festival permit application for review and consideration. City Staff has reviewed the agreement and public event applications and is recommending approval.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

STURGIS FALLS CELEBRATION AGREEMENT FOR USE OF CITY PARKS AND SERVICES

This Agreement, executed in duplicate, is made and entered into this _____ day of _____, 2021, by and between the City of Cedar Falls, Iowa (hereafter called "CITY,") and Sturgis Falls Celebration, Inc., an Iowa non-profit corporation, (hereafter called "SFC").

WHEREAS, SFC is engaged in providing a variety of events, activities, and entertainment in Cedar Falls, Iowa, called the Sturgis Falls Celebration (hereafter called the "Celebration"), during the last Thursday, Friday, Saturday and Sunday of June (hereinafter the "Celebration Weekend") each year, requiring the use of various City Parks, public properties, and public services, and the CITY and SFC desire to identify and establish the various responsibilities of SFC and the CITY, and the terms and conditions under which the Celebration shall take place each year, and

WHEREAS, the public interest and welfare will be served by identifying the responsibilities of both parties.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed by and between the parties hereto as follows:

1. SFC will have exclusive use of the following CITY parks during the Celebration Weekend for each year of this agreement: Island Park, Overman Park, Tourist Park, Gateway Park, Police Officer's Memorial Park, and the portion of Sturgis Park located south of the railroad tracks. This includes the park shelters, the Island Park Beach House, together with the grounds located inside of the fence (if present), the Gateway Celebration Shelter and the Overman Park Bandshell, all for the Celebration Weekend.
2. SFC shall have exclusive use of these parks and their respective facilities and structures with the exception of the following: Bennington Little Red Schoolhouse, Behrens-Rapp Gas Station, and the boat docks owned by the North Shore Boat Club.
3. SFC may begin setting up facilities and fencing on Thursday, a week prior to the Celebration Weekend, in Overman Park, Police Officers Memorial and portions of Sturgis Park with the prior approval of the Director of Public Works, which approval shall not be unreasonably withheld. SFC may begin setting up trailers in Gateway Park thirty (30) days prior to Celebration Weekend and fencing fourteen (14) days prior to Celebration Weekend, with the prior approval of the Director of Public Works, which approval shall not be unreasonably withheld. The carnival in Gateway Park may begin setting up facilities and equipment on the Monday prior to the Celebration Weekend. All street closures shall be cleaned up and open to traffic by 5:00pm on Monday following the Celebration Weekend. All equipment, vehicles, structures, and other property, must be removed from the Gateway Park, Overman Park, Police Officer Memorial, and portions of Sturgis Parks within fourteen (14) days following the Celebration Weekend unless an extension is approved by the

Director of Public Works, which approval shall not be unreasonably withheld. If all such removal has not been completed by the stated deadline, or by the deadline as extended, the CITY will remove or cause to be removed any of the above aforementioned items still remaining, including, but not limited to; equipment, vehicles and structures, and assess the cost thereof to SFC, to be paid by SFC to the City or to the City's designee within thirty (30) days of the date of billing. SFC shall return all items borrowed from all City Parks and Shelters no later than 9:00 pm on the Tuesday following the event.

3A. Previous Agreement Superseded. SFC and CITY acknowledge that a similar agreement between CITY and SFC entered into on the 3rd day of March, 2020, for a term of one (1) year, commencing March 3, 2020 and ending March 2, 2021, is hereby cancelled, and is superseded by and replaced with this Agreement.

3B. The privileges granted to SFC as described in this Agreement are subject to a full and timely performance by SFC of all of its obligations to CITY pursuant to the loan agreement dated as of the 4th day of August, 2014, entered into by and between the CITY and SFC (hereinafter the "Loan Agreement"), which provided for a loan in the amount of \$100,000.00 made by CITY to SFC. The obligations of SFC under the Loan Agreement shall include, but shall not be limited to, full and prompt payment by SFC to CITY of all principal and interest payments that are provided for in the Loan Agreement, and in the accompanying promissory note in the amount of \$100,000.00, dated the 4th day of August, 2014 (hereinafter the "Promissory Note"), which was signed by SFC, and all obligations of SFC pursuant to the security agreement signed by SFC pursuant to the Loan Agreement (hereinafter the "Security Agreement"). Any failure by SFC to fully and timely comply with all of the terms and conditions of the Loan Agreement, the Promissory Note, or the Security Agreement shall constitute a default not only under the Loan Agreement, the Promissory Note, and the Security Agreement, but shall also constitute a default under this Agreement. Upon the occurrence of any default under the Loan Agreement, the Promissory Note, the Security Agreement, or any of the terms and conditions of this Agreement, CITY shall send a written notice of default to SFC, which identifies each and every event of default under any of the foregoing documents. SFC shall have a period of ten (10) days from the date of the CITY's notice of default within which to fully and completely cure each and every such default, unless any such default is of a type which cannot be reasonably be cured within said ten (10) day period, in which case SFC shall have a reasonable amount of time to cure any such default that is not of a type that can be cured within the ten (10) day period. In the event SFC shall fail to timely cure any of such defaults, then the CITY, in its sole and absolute discretion, may declare this Agreement terminated, by sending notice thereof to SFC, whereupon all rights of SFC under this Agreement shall automatically be cancelled, rescinded, and voided.

4. The CITY grants SFC the privileges included in this agreement, subject to performance by SFC of its obligations as provided herein, for a period of two (2)

years, beginning March 3, 2021, and ending March 2, 2023, which includes the following rights and privileges:

- A. The use of City parks and facilities as described in paragraphs 1 and 2 of this Agreement.
 - B. The use of other public property and the streets of the City for Celebration activities only by prior written approval of the Police Chief, in the sole discretion of the Police Chief. Barricades shall be provided by SFC.
 - C. The use of City dumpsters located in the City parks and facilities described in paragraphs 1 and 2, with all trash to be removed by CITY Staff, and with all overtime costs incurred by and tipping fees charged to the CITY to be reimbursed to the CITY by SFC. All arrangements for garbage removal must be approved in advance by the Director of Public Works, which approval shall not be unreasonably withheld. SFC may contract refuse removal with a reputable private contractor reasonably acceptable to the CITY, at SFC's sole cost and expense.
 - D. SFC has the right to charge and collect such vendor, advertisement and sponsorship fees as are reasonably necessary to support the cost of the Celebration Weekend, subject, however, to the provisions of paragraph 5 of this Agreement.
 - E. The CITY agrees not to issue any beer or wine permits or liquor control licenses to any other groups or individuals for the parks or public properties specified in paragraphs 1 and 2 of this Agreement during the Celebration Weekend.
5. CITY and SFC acknowledge that a key component of the concept of the Sturgis Falls Celebration is that it is a community-wide event that is free and open to the members of the general public without admission charge. CITY and SFC agree to cooperate with the goal of keeping the Celebration Weekend open to all members of the general public at no charge, for as long as that is possible. CITY agrees to allow SFC to use the CITY's public parks, grounds, and other public areas and facilities without charge as provided in this Agreement, for as long as SFC does not to impose any charge upon members of the general public for admission to the events of the Celebration Weekend. The term, "admission charge," as used in this Agreement, shall not include charges for purchase of food, drink, or other items that are offered for sale to members of the general public by SFC, or any vendors operating with the approval of SFC, and which do not constitute a charge for admission to the events of the Celebration Weekend. In the event SFC, at any time during the term of this Agreement, is required, or elects, for financial or other reasons, to impose an admission charge to members of the general public to attend the events of the Celebration Weekend, then CITY reserves the right to impose a charge upon SFC for the use of CITY's public parks and grounds, which fee shall be in such amount as shall be mutually agreeable by and between SFC and

CITY or, if no such charge can be mutually agreed upon, then CITY reserves the right to terminate this Agreement upon advance written notice to be given to SFC no less than nine (9) months prior to the next Celebration Weekend.

6. The duties of the SFC include:

A. Clean-up of all trash, debris, and garbage in all streets, parks, and public properties of the CITY that are used for the Celebration Weekend. Trash, garbage, and debris removal shall be at the expense of SFC and shall be completed daily throughout the Celebration Weekend. Cleaning of all areas will begin Monday morning following the Celebration Weekend, and all areas will be cleaned by no later than the Wednesday evening following the Celebration Weekend. Should flooding or storms be present that impact how quickly clean-up can occur, the deadlines for clean-up may be extended with the approval of the Director of ,Public Works which approval shall not be unreasonably withheld. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

B. Alcoholic Beverage Sales:

1) SFC must obtain at its cost all appropriate beer and wine permits and liquor control licenses if alcoholic beverages are served by SFC during the Celebration Weekend.

2) No alcoholic beverage tickets shall be sold after 11:30 p.m. on Thursday of Celebration Weekend, and no alcoholic beverage tickets can be sold before 11:30 a.m. or after 11:30 p.m. on Friday and Saturday of Celebration Weekend, and no alcoholic beverage tickets shall be sold before 11:30 a.m. or after 9:30 p.m. on Sunday of the Celebration Weekend.

3) No alcoholic beverages shall be served or poured before 4:00 p.m. or after 12:00 a.m. on Thursday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 12:00 a.m. (midnight) on Friday and Saturday of Celebration Weekend, and no alcoholic beverages shall be served or poured before 11:30 a.m. or after 10:00 p.m. on Sunday of the Celebration Weekend.

4) SFC shall be responsible to identify and not serve alcoholic beverages to any person who is intoxicated, or who is under the legal age to consume alcoholic beverages, anywhere in the parks and facilities of the CITY described in this Agreement that alcoholic beverages are served by or under the authority of SFC during the Celebration Weekend.

5) SFC shall be responsible for enforcing SFC's policy prohibiting the "carry-in" of any beer, wine or other alcoholic beverages into the parks and public properties of the City described in this Agreement anywhere in such parks and facilities of the CITY that alcoholic beverages are served by or under the authority of SFC during the Celebration Weekend.

C. SFC shall be responsible for installing and maintaining adequate temporary fencing to control access into Gateway and Police Officer's Memorial Park. The location of fencing shall receive prior approval from the Director of Public Works and the Police Chief, in his or her sole discretion.

D. SFC is responsible for obtaining underground utility locates at SFC's cost, any time a post, stake, or other object is put or installed in the ground on any CITY property. SFC shall be responsible for any damages resulting from digging and/or installing objects in to the ground anywhere within the City parks and facilities described in this Agreement, unless SFC installs objects in strict conformity with the information furnished to SFC in connection with the utility locates. If SFC's installation is in accordance with the information furnished in the utility locates, SFC shall not be responsible for any damages resulting therefrom.

E. SFC shall be responsible for restoring and repairing damages, (other than normal wear) to all parks, City facilities, and public property specified in this Agreement to the condition such facilities were in immediately prior to the commencement of the Celebration Weekend. If all such work has not been completed by the stated deadline, or the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

F. SFC shall reimburse the CITY for all refuse tipping fees and overtime staff costs incurred by the CITY related to refuse pick-up from the parks and facilities described in this Agreement arising out of Celebration Weekend. SFC may, at its sole cost, contract for refuse removal with a reputable private contractor with approval from the Director of Public Works which approval shall not be unreasonably withheld.

G. All security personnel, crowd control arrangements, and public safety decisions shall be subject to the approval of the Police Chief in his or her sole discretion. As long as the Cedar Falls Police Department (CFPD) is using the 6-3 work schedule, the utilization of "payback days" will continue to be utilized by the CFPD in order to minimize personnel costs to the SFC. If the Police Chief determines in his or her sole discretion that anticipated security needs for the Celebration Weekend require additional staff, and if this decision will result in overtime being paid if regulars from the CITY police force are utilized, SFC shall be permitted to hire outside security personnel reasonably acceptable to CITY's Police Chief, at SFC's cost to meet the additional staffing needs. In the event unanticipated security needs arise during Celebration Weekend which cannot be met by

SFC security personnel, SFC shall reimburse the CITY for up to 100% of any overtime pay expense incurred in the Parks and facilities described in paragraphs 1 and 2 of this Agreement. The CITY Police Chief shall coordinate scheduling to minimize any overtime impacts that may be necessary for the Celebration Weekend.

SFC will supplement the CFPD with adequate private security personnel reasonably acceptable to the CITY Police Chief, to ensure the safety of the participants. All security, crowd control, and safety issues shall be approved in advance by the Police Chief, in his or her sole discretion.

H. SFC shall obtain prior approval of the Director of Public Works, before any washable paint, tape, or chalk marking is done on street or public property. SFC is responsible for cleaning of any approved marking of public property within 30 days after the Celebration Weekend. The approval of the Director of Public Works, shall not be unreasonably withheld. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

I. SFC shall obtain permission from the Director of Public Works in conjunction with the Community Development Department for any temporary signage that is to be placed on public property, which approval shall not be unreasonably withheld. Any damage to CITY property caused by such temporary signage shall be repaired by SFC at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

J. SFC shall obtain prior permission from the Director of Public Works, for any permanent facilities or signage to be placed or removed from any parks or public property. Such approval shall be in the sole discretion of such Director. Any damage to CITY property caused by removal of such permanent facilities or signage shall be the responsibility of SFC, and shall be repaired by SFC at its sole cost within thirty (30) days after the Celebration Weekend. If all such work has not been completed by the stated deadline, or by the deadline as extended, CITY may perform the work and assess the cost thereof to SFC, to be paid by SFC to CITY within thirty (30) days of the date of billing.

K. SFC shall give the CITY prior written notification of any major event changes by April 30 of each year of this Agreement.

L. The Celebration shall include the Firefighters' Dance held on the Friday night of the Celebration Weekend in the Beach House Shelter and Island Park or Police Officer's Memorial Park. The Firefighters' Local 1366 which hosts the dance, shall pay 15% of its validated gross sales on beer and wine cooler sales to SFC. Failure by the Firefighters' Local 1366 to pay said amount to SFC by July 15 immediately following the Celebration Weekend

shall be grounds for SFC to refuse to allow the Firefighters' Dance to be held during the following year's Celebration Weekend. If the SFC shows an overall profit for the Celebration Weekend, SFC agrees to donate to the CITY Fire Department an amount up to the 15% of gross sales from such dance that are paid to SFC. The expenditure of these monies shall be for equipment purchases for the City Fire Department. SFC shall be notified in advance of such equipment purchases for which these funds shall be expended.

M. A description of all planned events and entertainment shall be submitted to the Director of Public Works, for approval by no later than April 30 of each year of this Agreement. This includes locations and detailed descriptions of events and activities for the Celebration Weekend, which approval shall not be unreasonably withheld.

N. SFC shall be responsible to make arrangements to ensure appropriate emergency, first aid, and medical services are available. The emergency and medical services plan shall be submitted in advance to the Director of Public Works, for approval. Such approval shall be in the sole discretion of said Director. SFC shall pay the cost of all such services.

O. SFC shall be responsible to follow, and to require that all vendors follow, all Black Hawk County and State Health Department regulations related to food and beverage distribution, handling, and sale.

P. SFC shall be responsible for providing adequate sanitation facilities at the sole cost of SFC.

Q. SFC shall adhere strictly to all City, State and federal laws in connection with all events held under the authority of SFC during the Celebration Weekend. SFC shall be responsible to ensure that participation in all events sponsored by or held under the authority of the SFC during Celebration Weekend is open to all individuals and groups on an equal, non-discriminatory basis. However, SFC shall have the right to limit the number of, and to select the identity of, parade entries, and street fair and food vendors, in a manner consistent with SFC's published policies and guidelines, and in a manner consistent with the family-oriented theme of the Celebration Weekend. SFC shall also be entitled to select such entertainment at the appropriate venues of the Celebration Weekend which properly reflect that year's Celebration theme, and which also complements the appropriate taste and family-oriented element that the SFC Celebration Weekend seeks to foster. SFC shall not discriminate against any individual or group, in terms of participation in any of the Celebration Weekend events and activities, solely on the basis of the content or subject matter of the speech, expression or point of view that a particular individual or group holds or desires to communicate by its participation in such events or activities.

R. SFC shall obtain and retain Internal Revenue Code Section 501 (c) (3) tax-exempt status, and provide proof thereof to CITY from time to time upon request, which request shall be made no more frequently than annually.

S. SFC shall obtain insurance coverage which shall in all respects comply with current City of Cedar Falls Public Event Special Insurance Requirements, a copy of which is attached hereto, marked Exhibit "A," and by this reference incorporated herein. SFC shall provide certificates of such insurance to the CITY 14 days prior to the commencement of the Celebration Weekend. Those vendors serving alcoholic beverages shall comply with the provisions of Section 123.92 of the Code of Iowa and all regulations of the Alcoholic Beverage Division promulgated thereunder with a limit of no less than \$1,000,000 coverage per occurrence, and shall furnish proof of such coverage to the CITY.

T. SFC shall be responsible for installing and maintaining at its sole cost adequate temporary lighting with the prior approval of the Police Chief, which approval shall not be unreasonably withheld.

U. SFC shall obtain the prior written approval of the Director of Public Works, prior to implementing any insect/mosquito control program in or around any of the CITY parks or facilities described in this Agreement, for the Celebration Weekend. In addition to using EPA-approved products to be applied by a licensed professional company, proper signage shall be erected in advance of application in all such areas, and SFC shall cause such spraying to be applied in compliance with any and all County, State and federal regulations. The approval of such Director shall not be unreasonably withheld.

V. SFC has constructed a permanent stage on private property (parcel 8914-12-233-007) adjacent to Gateway Park (the "Stage Area"). SFC acknowledges that outside storage of certain items and materials is prohibited by the City Code of Ordinances.

7. The Police Chief may close down the Celebration activities at any time, if in his or her opinion, the health, safety, or welfare of the public may be in jeopardy. The decision of the Police Chief shall be made in his or her sole discretion.

8. If CITY parks or other public properties described in this Agreement are flooded or damaged by flooding or other natural disasters, the Director of Public Works, and Police Chief, shall determine if other public property and parks shall be used for the Celebration events and activities. This determination shall be in their sole discretion. Their decision shall be final.

9. Neither party may financially obligate the other. SFC agrees not to transfer or assign this Agreement or sublet its privileges under this Agreement, in whole or in part, without the prior written consent of the CITY, which consent may be withheld in the sole discretion of the CITY. Any transfer, assignment or subletting of this

Agreement without prior approval of the CITY shall cause an immediate termination of this Agreement.

10. This operating Agreement shall be reviewed in anticipation of negotiating and entering into a new Agreement on or before December 31, 2022.

11. SFC agrees to provide financial information in the form of IRS Form 990 and all supporting documentation, to the CITY, annually upon request. This form includes summary of income, expenditures, and financial balances. SFC also agrees to furnish to the CITY upon request, but no more frequently than annually, any information and documentation that may be requested by the CITY to reasonably determine SFC's compliance with the terms, conditions and provisions of this Agreement.

12. Indemnification. SFC agrees to indemnify, hold harmless and defend the CITY, and its officers, agents, employees and insurers, from any claim, demand or cause of action in any manner arising out of the events and activities conducted by or under the authority of SFC during each Celebration Weekend, including reasonable expenses and attorneys' fees, all on the terms set forth in paragraph (7), Hold Harmless/Indemnity Agreement, of City of Cedar Falls Insurance Requirements for Community Events, a copy of which is attached hereto, marked Exhibit "A."

13. The parties agree that by entering into this agreement SFC is deemed to have complied with the requirement to obtain a public event permit or a special event permit pursuant to Cedar Falls Code of Ordinances Sections 9-19, 9-20 and 17-210.

14. Any misunderstanding or concerns related to this agreement may be appealed to the City Council by SFC and CITY. The decision of the City Council shall be final and shall be made in the sole discretion of the City Council.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

THE CITY OF CEDAR FALLS, IOWA

STURGIS FALLS CELEBRATION, INC.
An Iowa non-profit corporation

By: _____
Robert M. Green, Mayor

By: _____
Jay Stoddard, President

By: _____
Pete Downs, Vice President

ATTEST:

Jacque Danielson, MMC, City Clerk

_____ Date

_____ Date

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Jay Stoddard, President, and Pete Downs, Vice President, of Sturgis Falls Celebration, Inc.

_____, Notary Public
in and for the State of Iowa

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the _____ day of _____, 20____, by Robert M. Green, Mayor, and Jacque Danielson, MMC, City Clerk, of the City of Cedar Falls, Iowa

_____, Notary Public
in and for the State of Iowa

Public Event Permit Approval Checklist for City use only:Event: Live-to-9 Date(s) of Event: 06-25-2021/06-26-2021

- N/A Amusement Ride or Device, Inflatable, Bungee Jump - Permit; Inspection [refer to Iowa Division of Labor, (515) 725-5612 or (515) 725-5608 or amusement@iwd.iowa.gov] – Legal Services/Colleen Sole
- Barricades – Police/Craig Berte and Public Works/Brian Heath** *Barricade fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works and Police that this can be accommodated and that Police has advised applicant of their barricade fee amount. Fee: Adv: Pd:
- N/A Building Permit – Inspection Services/Jamie Castle
- N/A Cedar Trails Registration – [refer to Cedar Valley Trails (319) 268-4266 or trails@cedartrailspartnership.org] *This can be checked off after confirming with applicant that they have contacted Cedar Valley Trails.
- Certificate(s) of Insurance – Legal Services/Colleen Sole** Forwarded req. 01/06/20 Rec'd:
- Construction – Engineering/Chase Schrage**
- County Health Department Food License – [refer to Black Hawk County Health Department (319) 291-2413]** *This can be checked off after confirming with applicant that they have contacted County Health Department. See email 01-05-21
- N/A Display Fireworks Permit – Fire Rescue/Chief John Bostwick
- N/A Electrical Permit – Inspection Services/Jamie Castle
- Liquor License/Wine Permit/Beer Permit – Public Records/Amy Eggleston**
- Noise Variance Permit – Police/Craig Berte** rec'd req. w/appl
- N/A Overman Park Band Shell Rental [refer to Dennis Downs at 319-464-6783] *This can be checked off after confirming with applicant that they have made arrangements with Dennis Downs.
- N/A Park Shelter/Beach House/Sturgis Park Cedar Basin Band Shell Rental – Recreation Division/Peggee Frost
- N/A Park Usage Permit – Recreation Division/Peggee Frost
- Picnic Table Rental – Public Works/Brian Heath** *Picnic Table Rental fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works that this can be accommodated and that the applicant has been advised of their Picnic Table Rental fee amount. Fee: \$120.00 Adv: Pd:
- N/A Pools, Spas, Waterslide – [refer to Iowa Department of Public Health (515) 281-7689] *This can be checked off after confirming with applicant that they have contacted Iowa Department of Public Health.
- Sign Approval – City Planner/Chris Sevy**
- Street Closure/Traffic Control/Parking Signs – Police/Craig Berte**
- Tent/Canopy Inspection – Fire Rescue/Chief John Bostwick**
- The Plaza - [refer to Deanna Nelson at 319-551-0292 or Deanna.Nelson@eagleviewpartners.com]** *This can be checked off after confirming with applicant that they have contacted Deanna Nelson. See email 01-05-21
- N/A Water/Hydrants – Water Reclamation/Mike Nyman

FBO Director Review (Materials provided to FBO Director once above checklist is complete.)

____ Approved

____ Denied, because _____

Katherine Terhune

From: Kyle Henderson <kyle.henderson@doerfer.com>
Sent: Monday, January 4, 2021 8:03 PM
To: Licensing
Subject: Special Event Permit Applicaton
Attachments: 2021 L29 app.pdf; noise variance.pdf; Map draft.pdf

CAUTION: This email originated outside the City of Cedar Falls email system.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please find attached the Event Permit application for our Live-to-9 event for June 25th and 26th, 2021. In addition, I have attached the noise variance application and map.

We want to stress that we will be flexible on the time to be idle when the Marine Corp Band is playing on the Overmann Park Bandshell stage. We are not sure of the timing of that event, but we will be idle. I am unsure where to put that on the form.

Thank you for your assistance.

Regards,
Kyle Henderson
Live-to-9 / Cedar Basin Jazz Festival



PUBLIC EVENT PERMIT APPLICATION

Item 23.

This Application must be submitted and approved for certain public events held in or on City owned, occupied or controlled areas and/or facilities, including but not limited to City streets, right-of-ways, recreational trails, parks and plazas. The purpose of the Public Event Permit process is to ensure compliance with federal, state and local laws and regulations; to prevent substantial and unnecessary interference with traffic or publicly managed infrastructure projects; to ensure that fire, police and ambulance services are not impeded; to prevent unreasonable interference with or detract from the general public enjoyment of the property; to prevent unreasonable interference with the promotion of public health, safety, welfare and recreation; to avoid conflicts in the scheduling of public events; and to prevent unusual or extraordinary expense to the City.

- Applications are due at least **60** days prior to the commencement of the public event. This Application form is available on the City's website (www.cedarfalls.com) or may be obtained at City Hall. Return completed Applications by email to licensing@cedarfalls.com or deliver or mail to:

Attention: Public Event Permit
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

- All Applications are subject to approval by the Director of Finance and Business Operations or designee. If approved, a Public Event Permit shall be issued which shall be in the possession of the applicant at all times during the Public Event, and shall be subject to inspection by City staff. Other permits and/or licenses may be required in addition to the Public Event Permit, depending upon the nature of the public event. City staff is available to provide assistance with such other permits and/or licenses. A properly issued Public Event Permit shall serve as a Special Event Permit. Reservation of City park areas, picnic shelters and special game facilities for non-public events does not require a Public Event Permit, but does require a park permit and/or rental agreement. Contact the Cedar Falls Recreation Center at (319) 273-8636 for assistance.
- Approval of an Application for a Public Event Permit is subject to the factors set forth in Cedar Falls Code of Ordinances Sec. 17-210. If an Application is denied, the Applicant may appeal such denial to the Administration Committee of the Cedar Falls City Council by filing a written appeal, in the form attached to this Application, with the City Clerk at the address listed above within 10 days of such denial. The Administration Committee shall consider such appeal within 21 days of the filing of the appeal, if practicable.
- Applications are considered on a first come, first served basis. Use of public spaces by City, State and Federal officials and for events sponsored by such officials, are given priority.
- There is no fee for submitting a Public Event Permit Application. Other permit fees, rental fees, deposits, and other charges may apply.
- Public Event Permit Applicants and sponsoring organizations or groups shall be responsible for the cost of repair or replacement of damaged or destroyed City property related to or arising out of the public event, depending upon the circumstances.
- Insurance may be required if amusement devices are used; public right-of-way is closed or obstructed; required admission or registration fees are charged or accepted; alcoholic beverages are sold; a raised stage or platform is used; fireworks or pyrotechnics are involved; or if the City's Risk Management Committee determines that due to the nature of the event, insurance shall be required. See Public Event General Insurance Requirements.

Applicant/Organization Information

Item 23.

Applicant Name: Live-to-9
Address: P.O.Box 245
Waterloo Iowa 50704
Phone: 319-830-2831
Email: michaeldanielwebb@gmail.com

Sponsor/Organization Name: Cedar Valley Jaycees / Cedar Basin Jazz Festival
Address: 1008 Erik Rd
Cedar Falls, IA 50613
Phone: 319-610-1946
Email: kh64@aol.com

Type of Organization:

- Governmental entity
Iowa non-profit (Ch. 504, 504A Iowa Code)
Other not for profit
Educational institution
Other (Explain:)

Event Information

Name of Event: Live-to-9
Location of Event: Corner of 2nd and State Streets
Date: June 25th and 26th, 2021
Time: Setup: 1:00pm 6/25 Until: 4:00pm 6/25
Rain Date:
Start of event: 4:00pm 6/25
End of event: 12:00am 6/26
Tear down: 12:00am 6/26 Until: 3:00am 6/27

Type of Event: (Check all that apply)

- Athletic Event
Concert
Parade
Walk/Run
Bicycle Ride
Exhibit
Protest
Other Explain:
Block party
Fair/Festival
Public assembly

Estimated Attendance: 3,500

Admission or registration fee: \$0

If admission or registration fee is required or accepted, or if donations are required, insurance as specified by the City is required

Event Activities

Number of amusement devices (e.g. Inflatables, climbing wall, bungee jump, trampoline, pools, spas, waterslides) 0

Describe: N/A - none

Vendor must have state permit and State approved inspection of devices. Insurance as specified by the City is required.

Street/Right-of-Way closures/obstructions? Y [x] N [] Describe: Closure of street and sidewalks from 115 E. 2nd Street east to the corner of East 2nd Street and State Street and from the corner of East 2nd Street to North side of East 3rd Street.

Insurance as specified by the City may be required. Show closures/obstructions on site plan.

Alcoholic beverages sold? Y [x] N [] Provided at no cost? Y [] N [x]

Types of alcoholic beverages: Beer and Wine license

Liability insurance as specified by the City is required if alcoholic beverages are sold. Wine/beer permit or liquor license required if sold. Dram shop insurance as specified by the City is required if sold.

Food sold? Y [x] N [] | General description of food: Food vendors to provide a variety of food options, primarily from food trucks or local main street establishments

Contact Black Hawk County Health Department for food license information: www.co.black-hawk.ia.us/270/Food-Inspections

Stage or platform used? Y N Dimensions (W x L x H above grade) Stage on the Plaza. No separate stage.
Building permit may be required. Insurance as specified by the City is required.

Fireworks or pyrotechnics used? Y N

Name of operator: N/A

Address of operator: _____

Phone number of operator: _____

Insurance as specified by the City is required. State license required.

Amplified sound? Y N

Noise variance permit may be required.

Parade? Y N Type & number of vehicles: _____

Type & number of animals: _____

Number of marchers: _____

Event Services

Sanitation

Number of portable toilets 8

Garbage collection/cleanup plans Dumpster to be rented and all returnable cans to be collected throughout the event.

Temporary signage/banners? Y N

Describe (include locations and dimensions): Temporary banners to be displayed on private property or on street barricades.

Disabled access provided? Y N

Events open to the public must be accessible by the disabled.

Do you have a security plan? Y N

Do you have an inclement weather/evacuation plan? Y N

Portable seating? Y N Describe: Picnic tables to be rented

Tent/Canopy? Y N Size? (W x L x H) Estimated 20x40

City Services

Traffic control? Y N Barricades? Y N Water? Y N

Electricity? Y N Parking signs? Y N Picnic tables? Y N

Other? Y N Describe: _____
Only State of Iowa Master A Electrical Contractors may make connections to City electrical service. An electrical permit may be required.

Park area or facility (e.g. ball fields, tennis courts, aquatic center, pickleball courts)? Y N

Describe: _____
Park usage permit may be required.

Park shelter? Y N Location: _____

Rental agreement required.

Recreational trail? Y N Location: _____

Include on site plan. Contact Cedar Trails Partnership at trails@cedartrailspartnership.org or call 319-268-4266 for event registration.

Sturgis Park Cedar Basin Band Shell? Y N

Rental Agreement required.

Overman Park Band Shell? Y N

For questions regarding Overman Park Band Shell rental, please call Dennis Downs at 319-464-6783.

Beach House? Y N

Rental Agreement required.

Site Plan:



Include: route, street closures/obstruction, recreational trails used, stage location, temporary seating location, tent/canopy location, restrooms, power and water sources, ingress/egress routes, fencing, barricades, parking, first aid, severe weather shelter. If a parade or march, include assembly area, route and termination point.

**CERTIFICATION OF APPLICANT
AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned hereby certifies that the statements contained in this Application are true and correct, to the best of the undersigned's knowledge, and that false statements may be grounds for denial of this Application. The undersigned acknowledges that all activities during the public event shall at all times comply with City ordinances, permit requirements, and state and federal law. The undersigned further acknowledges that the undersigned and the sponsoring organization or group that the undersigned represents will be responsible for any and all damages arising as a result of this event.

The undersigned, or the sponsoring organization or group that the undersigned represents, have met or will meet during the entire public event, all requirements established by the City for public events. Further, the undersigned understands that if all requirements are not met, or in the sole discretion of the City, the health, safety, welfare, comfort or convenience of the public would be at risk, the Public Event Permit may be canceled by the City at any time, including at the start of or during the public event. If the public event is sponsored by an organization or group, the undersigned hereby certifies that the undersigned has the legal authority to represent the organization or group. It is further understood that the City has the authority to grant or deny permission for this public event.

Indemnification, Hold Harmless: In consideration for and on condition that this application is approved authorizing the use of City owned, occupied or controlled areas and/or facilities for the public event, the undersigned and the sponsoring organization or group that the undersigned represents, to the fullest extent permitted by law, agree to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, agents and volunteers (collectively, the "City"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the public event. It is the intention of the undersigned and the intention of the sponsoring organization or group that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the public event, except for and to the extent caused by the fault of the City.

Kyle Henderson

Print Name of Applicant



Signature of Applicant

1/4/2021

Date

Cedar Valley Jaycees / Cedar Basin Jazz Festival

Name of Sponsoring Organization or Group



Noise Variance Application

Department of Public Safety Services

220 Clay Street

Cedar Falls, IA 56013

Phone 319-273-8600

319-273-8612 (Police 24 hr.)

319-273-8622 (Fire)

Fax 319-268-5126

www.cedarfalls.com

Contact Information:

Name Kyle Henderson

Address 1008 Erik Rd. City/State Cedar Falls, IA Zip 50613

Phone 319-610-1946 Email kh64@aol.com Date of Birth 6/13/64
(MM/DD/YYYY)

Permit Requested For:

Name of Event Live -to- 9

Address of Event 2nd & State to 3rd & State

Group/Individual Sponsoring Event Cedar Valley Joxces/Cedar Rustn Jazz Festival

Number of Attendees Est 3500 total

Permit Time Requested: *Note: Permits cannot be issued by this agency that extend past midnight.

Start Date: 6/25/21 Start Time: 1:00 6/25 + 6/26

Finish Date: 6/26/21 Finish Time: 12:00am 6/26 + 6/27

Property Owner Information:

Owner Name City of Cedar Falls

Owner Address _____

Owner Phone Number _____

Has the Property Owner been contacted about this event?

Yes No

If no, explain reason:

Have neighbors of properties adjoining the event site been contacted about this event?

Yes No

Addresses Notified:

Event / Activities:

Type of Activity: Live - 10 - 9 Band + Street Festival

Alcohol Present:

Yes No

Sound Information:

Devices used to amplify sound: Stage amplifiers + Speakers

Number of devices used to amplify sound: Std. Stage Speakers

Nature of Sound:

- Live Band
- Amplified Stereo Music
- Voices
- Other - Please Specify _____

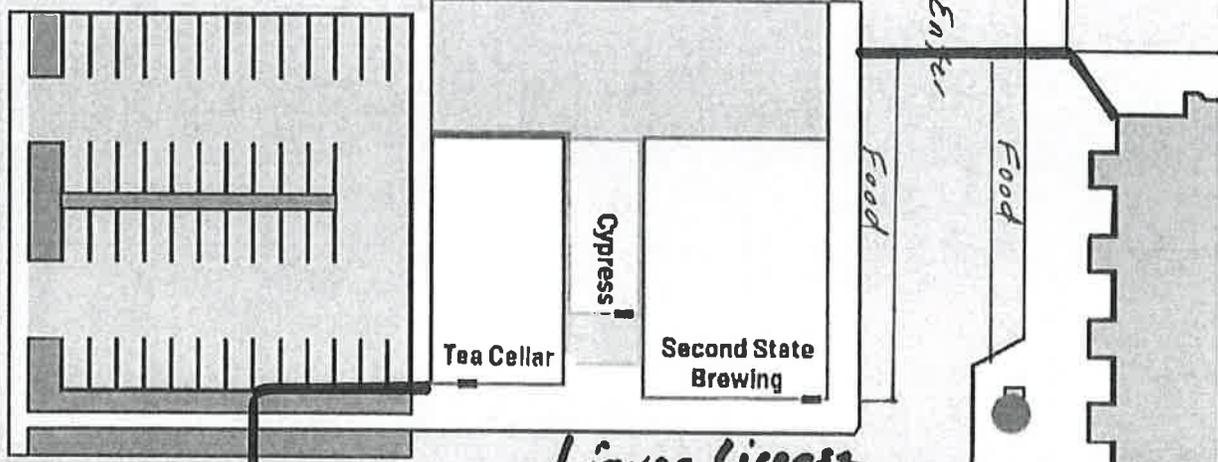

Signature

1-4-21
Date

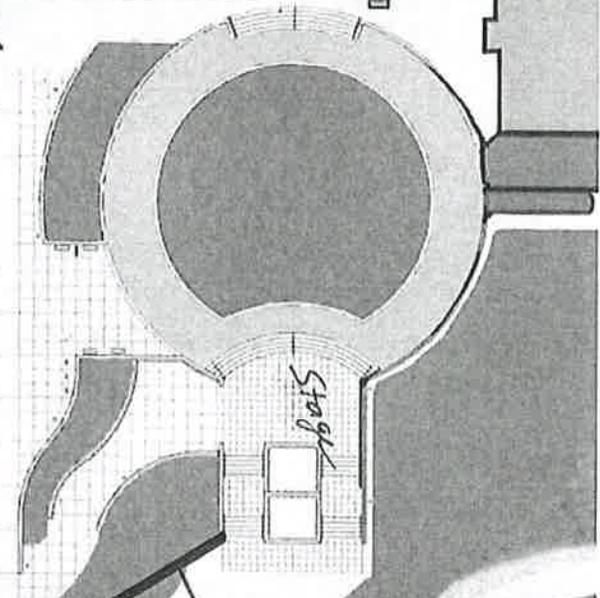
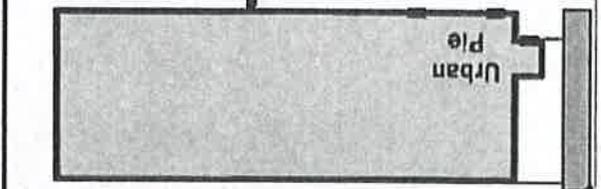
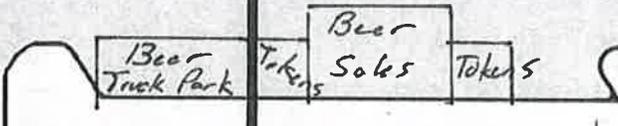
I certify that information contained in this application is true and accurate to the best of my knowledge. I understand that any false information given to me to obtain a permit can result in denial of the permit and criminal action against me for providing false information. After your application is reviewed you will be contacted for the next step in the process. If approved you will be sent an approval notification.

3rd Street

2nd Street



Liquor license



Public Event Permit Approval Checklist for City use only:

Event: Cedar Basin Music Festival Date(s) of Event: 01-25-27-2021

- N/A Amusement Ride or Device, Inflatable, Bungee Jump - Permit; Inspection [refer to Iowa Division of Labor, (515) 725-5612 or (515) 725-5608 or amusement@iwd.iowa.gov] - Legal Services/Colleen Sole
Barricades - Police/Craig Berte and Public Works/Brian Heath *Barricade fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works and Police that this can be accommodated and that Police has advised applicant of their barricade fee amount. Fee: 0 Adv: See email Pd: 0
Building Permit - Inspection Services/Jamie Castle see email
n/a Cedar Trails Registration - [refer to Cedar Valley Trails (319) 268-4266 or trails@cedartrailspartnership.org] *This can be checked off after confirming with applicant that they have contacted Cedar Valley Trails.
Certificate(s) of Insurance - Legal Services/Colleen Sole req. items fwd by CS see email 01-06-2021
Construction - Engineering/Chase Schrage
County Health Department Food License - [refer to Black Hawk County Health Department (319) 291-2413] *This can be checked off after confirming with applicant that they have contacted County Health Department. see email 01-25-2020
N/A Display Fireworks Permit - Fire Rescue/Chief John Bostwick
Electrical Permit - Inspection Services/Jamie Castle see email
Liquor License/Wine Permit/Beer Permit - Public Records/Amy Eggleston
Noise Variance Permit - Police/Craig Berte Appl. included: Fwd to Berte see e-mail
N/A Overman Park Band Shell Rental [refer to Dennis Downs at 319-464-6783] *This can be checked off after confirming with applicant that they have made arrangements with Dennis Downs.
Park Shelter/Beach House/Sturgis Park Cedar Basin Band Shell Rental - Recreation Division/Peggee Frost
Park Usage Permit - Recreation Division/Peggee Frost Sturgis Park
Picnic Table Rental - Public Works/Brian Heath *Picnic Table Rental fees do not need to be paid prior to Public Event Permit approval but confirm with Public Works that this can be accommodated and that the applicant has been advised of their Picnic Table Rental fee amount. Fee: 100.00 Adv: Yes, BH Pd: See email
N/A Pools, Spas, Waterslide - [refer to Iowa Department of Public Health (515) 281-7689] *This can be checked off after confirming with applicant that they have contacted Iowa Department of Public Health.
Sign Approval - City Planner/Chris Sevy
n/a Street Closure/Traffic Control/Parking Signs - Police/Craig Berte NO NO NO
Tent/Canopy Inspection - Fire Rescue/Chief John Bostwick see e-mail
The Plaza - [refer to Deanna Nelson at 319-551-0292 or Deanna.Nelson@eagleviewpartners.com] *This can be checked off after confirming with applicant that they have contacted Deanna Nelson.
n/a Water/Hydrants - Water Reclamation/Mike Nyman

FBO Director Review (Materials provided to FBO Director once above checklist is complete.)

Approved
Denied, because

Applicant/Organization Information

Item 23.

Applicant Name: Cedar Basin Music Festival Sponsor/Organization Name: Cedar Basin Jazz Festival
Address: 1008 Erik Rd. Address: 1008 Erik Rd.
Cedar Falls, IA 50613 Cedar Falls, IA 50613
Phone: 319-610-1946 Phone: 319-610-1946
Email: kh64@aol.com Email: kh64@aol.com

Type of Organization:

- Governmental entity Iowa non-profit (Ch. 504, 504A Iowa Code)
 Other not for profit Educational institution
 Other (Explain: _____)

Event Information

Name of Event Cedar Basin Music Festival Location of Event Sturgis Park
Date _____ Time _____
Event date(s): June 25, 26 & 27, 2010 Setup: 1:00 pm 6/24 Until: 4:00 pm 6/25
Rain Date: n/a Start of event: 5:00 pm 6/25
End of event: 8:00 pm 6/27
Tear down: 8:00 pm 6/27 Until: 5:00 pm 6/28

Type of Event: (Check all that apply)

- Athletic Event Concert Parade Walk/Run
 Bicycle Ride Exhibit Protest Other Explain: _____
 Block party Fair/Festival Public assembly _____

Estimated Attendance: 5,000

Admission or registration fee: \$0

If admission or registration fee is required or accepted, or if donations are required, insurance as specified by the City is required.

Event Activities

Number of amusement devices (e.g. Inflatables, climbing wall, bungee jump, trampoline, pools, spas, waterslides) 0

Describe: n/a - none

Vendor must have state permit and State approved inspection of devices. Insurance as specified by the City is required.

Street/Right-of-Way closures/obstructions? Y | N Describe: _____

Insurance as specified by the City may be required. Show closures/obstructions on site plan.

Alcoholic beverages sold? Y N Provided at no cost? Y N

Types of alcoholic beverages: Beer and wine license

Liability insurance as specified by the City is required if alcoholic beverages are sold. Wine/beer permit or liquor license required if sold. Dram shop insurance as specified by the City is required if sold.

Food sold? Y N General description of food: Food vendors to provide a variety of food options, primarily from food trucks or local establishments

Contact Black Hawk County Health Department for food license information:
www.co.black-hawk.ia.us/270/Food-Inspections

295

Stage or platform used? Y N | Dimensions (W x L x H above grade) Permanent stage at Sturgis Park
Building permit may be required. Insurance as specified by the City is required.

Fireworks or pyrotechnics used? Y N

Name of operator: _____

Address of operator: _____

Phone number of operator: _____

Insurance as specified by the City is required. State license required.

Amplified sound? Y N |

Noise variance permit may be required.

Parade? Y N Type & number of vehicles: _____

Type & number of animals: _____

Number of marchers: _____

Event Services

Sanitation

Number of portable toilets 14

Garbage collection/cleanup plans Dumpster to be rented and all retrnable cans to be collected throughtout the event.

Temporary signage/banners? Y N |

Describe (include locations and dimensions): Temporary banners to be displayed on fencing, city property and on street barricades

Disabled access provided? Y N |

Events open to the public must be accessible by the disabled.

Do you have a security plan? Y N |

Do you have an inclement weather/evacuation plan? Y N

Portable seating? Y N Describe: _____

Tent/Canopy? Y N | Size? (W x L x H) Numerous, ranging from 15x15 to 40x80

City Services

Traffic control? Y N

Barricades? Y N

Water? Y N

Electricity? Y N

Parking signs? Y N

Picnic tables? Y N

Other? Y N Describe: _____

Only State of Iowa Master A Electrical Contractors may make connections to City electrical service. An electrical permit may be required.

Park area or facility (e.g. ball fields, tennis courts, aquatic center, pickleball courts)? Y N

Describe: Sturgis Park

Park usage permit may be required.

Park shelter? Y N Location: _____

Rental agreement required.

Recreational trail? Y N Location: _____

Include on site plan. Contact Cedar Trails Partnership at trails@cedartrailspartnership.org or call 319-268-4266 for event registration.

Sturgis Park Cedar Basin Band Shell? Y N

Rental Agreement required.

Overman Park Band Shell? Y N

For questions regarding Overman Park Band Shell rental, please call Dennis Downs at 319-464-6783.

Beach House? Y N

Rental Agreement required.

Site Plan:



Include: route, street closures/obstruction, recreational trails used, stage location, temporary seating location, tent/canopy location, restrooms, power and water sources, ingress/egress routes, fencing, barricades, parking, first aid, severe weather shelter. If a parade or march, include assembly area, route and termination point.

**CERTIFICATION OF APPLICANT
AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned hereby certifies that the statements contained in this Application are true and correct, to the best of the undersigned’s knowledge, and that false statements may be grounds for denial of this Application. The undersigned acknowledges that all activities during the public event shall at all times comply with City ordinances, permit requirements, and state and federal law. The undersigned further acknowledges that the undersigned and the sponsoring organization or group that the undersigned represents will be responsible for any and all damages arising as a result of this event.

The undersigned, or the sponsoring organization or group that the undersigned represents, have met or will meet during the entire public event, all requirements established by the City for public events. Further, the undersigned understands that if all requirements are not met, or in the sole discretion of the City, the health, safety, welfare, comfort or convenience of the public would be at risk, the Public Event Permit may be canceled by the City at any time, including at the start of or during the public event. If the public event is sponsored by an organization or group, the undersigned hereby certifies that the undersigned has the legal authority to represent the organization or group. It is further understood that the City has the authority to grant or deny permission for this public event.

Indemnification, Hold Harmless: In consideration for and on condition that this application is approved authorizing the use of City owned, occupied or controlled areas and/or facilities for the public event, the undersigned and the sponsoring organization or group that the undersigned represents, to the fullest extent permitted by law, agree to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, agents and volunteers (collectively, the “City”), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the public event. It is the intention of the undersigned and the intention of the sponsoring organization or group that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the public event, except for and to the extent caused by the fault of the City.

Kyle Henderson

Print Name of Applicant

Signature of Applicant

1/13/2021

Date

Cedar Basin Jazz Festival

Name of Sponsoring Organization or Group

**CERTIFICATION OF APPLICANT
AND
INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned hereby certifies that the statements contained in this Application are true and correct, to the best of the undersigned's knowledge, and that false statements may be grounds for denial of this Application. The undersigned acknowledges that all activities during the public event shall at all times comply with City ordinances, permit requirements, and state and federal law. The undersigned further acknowledges that the undersigned and the sponsoring organization or group that the undersigned represents will be responsible for any and all damages arising as a result of this event.

The undersigned, or the sponsoring organization or group that the undersigned represents, have met or will meet during the entire public event, all requirements established by the City for public events. Further, the undersigned understands that if all requirements are not met, or in the sole discretion of the City, the health, safety, welfare, comfort or convenience of the public would be at risk, the Public Event Permit may be canceled by the City at any time, including at the start of or during the public event. If the public event is sponsored by an organization or group, the undersigned hereby certifies that the undersigned has the legal authority to represent the organization or group. It is further understood that the City has the authority to grant or deny permission for this public event.

Indemnification, Hold Harmless: In consideration for and on condition that this application is approved authorizing the use of City owned, occupied or controlled areas and/or facilities for the public event, the undersigned and the sponsoring organization or group that the undersigned represents, to the fullest extent permitted by law, agree to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, employees, agents and volunteers (collectively, the "City"), against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss or use thereof, which arises out of or is in any way connected or associated with the public event. It is the intention of the undersigned and the intention of the sponsoring organization or group that the City shall not be liable or in any way responsible for the injury, damage, liability, loss or expense for injuries to or the death of any person or persons, or damage to or loss of property alleged or claimed to have been caused by, or to have arisen out of, or in connection with or to the public event, except for and to the extent caused by the fault of the City.

Kyle Henderson

Print Name of Applicant



Signature of Applicant

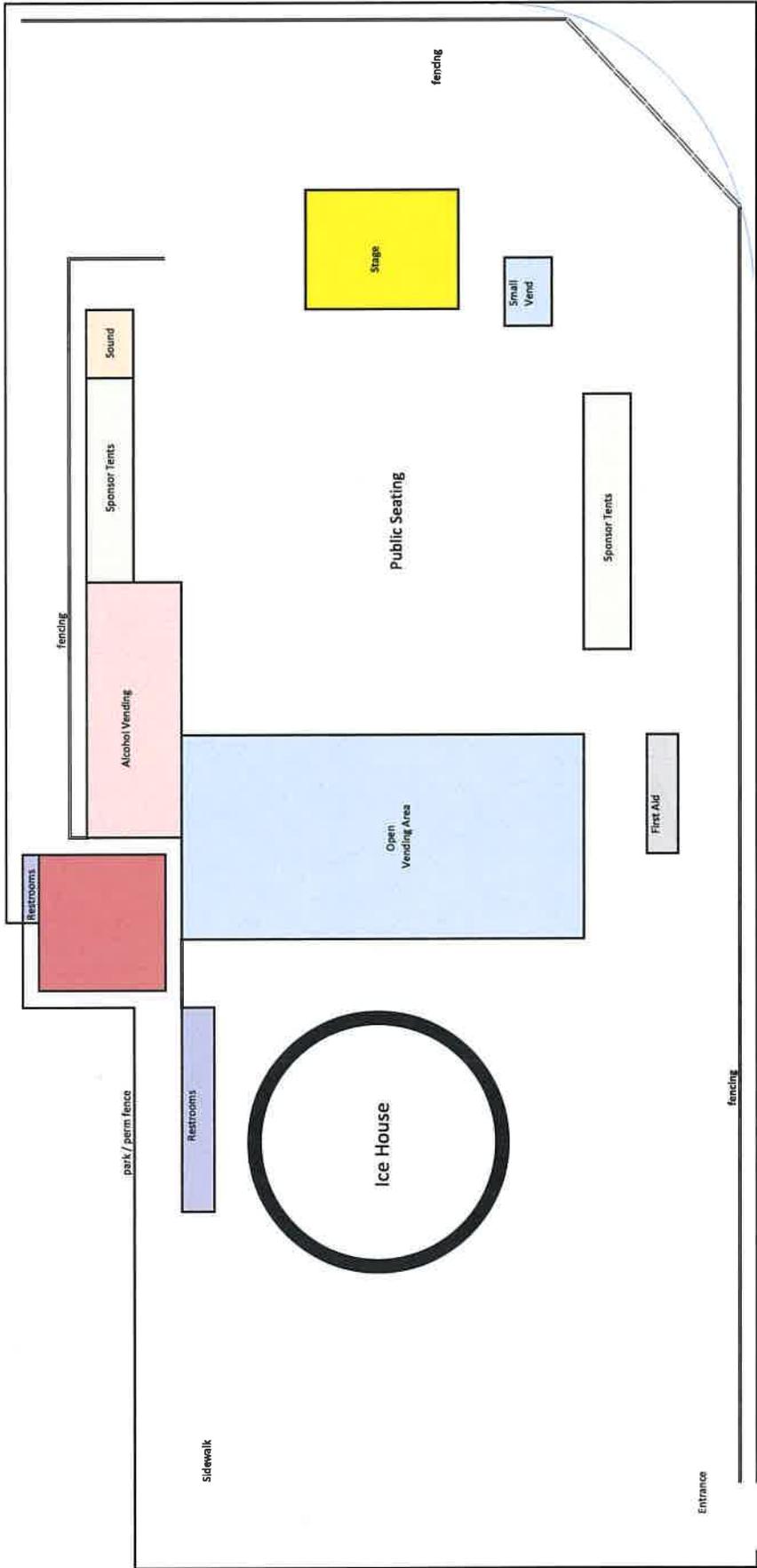
1/13/2021

Date

Cedar Basin Jazz Festival

Name of Sponsoring Organization or Group

RIVER





Noise Variance Application

Item 23.

Department of Public Safety Services
 220 Clay Street
 Cedar Falls, IA 56013
 Phone 319-273-8600
 319-273-8612 (Police 24 hr.)
 319-273-8622 (Fire)
 Fax 319-268-5126
 www.cedarfalls.com

Contact Information:

Name Kyle Henderson
 Address 1008 Erik Rd. City/State Cedar Falls, IA Zip 50613
 Phone 319-410-1946 Email kh64@aol.com Date of Birth 06/13/64
(MM/DD/YYYY)

Permit Requested For:

Name of Event Cedar Basin Music Festival
 Address of Event Sturgis Park - Cedar Falls, IA
 Group/Individual Sponsoring Event Cedar Basin Jazz Festival
 Number of Attendees 5,000

Permit Time Requested: *Note: Permits cannot be issued by this agency that extend past midnight.

Start Date: 6/25/2021 Start Time: Fr 5:00 p Sat 1:00 p Sun 10:00 a
 Finish Date: 6/27/2021 Finish Time: 12:00 a 12:00 a 8:00 p

Property Owner Information:

Owner Name City of Cedar Falls
 Owner Address _____
 Owner Phone Number _____

Has the Property Owner been contacted about this event?

Yes No

If no, explain reason:

Have neighbors of properties adjoining the event site been contacted about this event?

Yes No

Addresses Notified:

Event / Activities:

Type of Activity: Concert / Music Festival

Alcohol Present:

Yes No

Sound Information:

Devices used to amplify sound: Stage amplifiers + Speakers

Number of devices used to amplify sound: Std. Stage Speakers

Nature of Sound:

- Live Band
- Amplified Stereo Music
- Voices
- Other - Please Specify _____


Signature

1-13-21
Date

I certify that information contained in this application is true and accurate to the best of my knowledge. I understand that any false information given to me to obtain a permit can result in denial of the permit and criminal action against me for providing false information. After your application is reviewed you will be contacted for the next step in the process. If approved you will be sent an approval notification.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH STURGIS FALLS CELEBRATION, INC. AND APPROVING PUBLIC EVENT PERMITS FOR LIVE-TO-9 AND CEDAR BASIN MUSIC FESTIVAL

WHEREAS, June 25 – June 27, 2021, is the designated weekend for the Sturgis Falls Celebration; and

WHEREAS, the City of Cedar Falls has worked with the Sturgis Falls Celebration, Inc. Board of Directors to form an agreement in regards to park usage, street usage, set up/clean up, and various other details during the Celebration; and

WHEREAS, Live-to-9 and Cedar Basin Music Festival have submitted public event permit applications for events to be held during the same weekend as the Sturgis Falls Celebration and staff has reviewed these applications and have found these applications to be in compliance with requirements for approval; and

WHEREAS, it is in the best interest of the City of Cedar Falls and the entire Cedar Falls community that these parties work together to ensure a safe and enjoyable weekend for all participants in the celebrations.

NOW, THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the attached two-year agreement with Sturgis Falls Celebration Inc. is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls.

BE IT FURTHER RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the Live-to-9 and Cedar Basin Music Festival public event permit applications for events to be held on June 25 – June 27, 2021, are hereby approved and issuance of said permits is hereby authorized.

BE IT FURTHER RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the parties are encouraged to work together to form an affiliate relationship with sponsorships to provide a successful community celebration.

ADOPTED this 15th day of February, 2021.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: February 9, 2021
SUBJECT: Lease Agreement – Overman Park Band Shell

Over the past several months we have been working with the Cedar Falls Municipal Band to determine the status of ownership for the Band Shell located in Overman Park. It was determined that the Municipal Band owns the Band Shell, however, the City owns the land that the structure sits on. It was also determined that it would be in the best interest of both parties to have a formal agreement that outlines ownership of the band shell, use of the band shell, maintenance, and insurance requirements. The proposed lease is attached.

As part of that lease the City is leasing the ground to the Municipal Band for the Band Shell. Since this lease is longer than three years, a public hearing is required. I would request that the public hearing be set for March 1, 2021.

If you have any questions, please feel free to contact Kevin Rogers or myself.

LEASE AGREEMENT
Overman Park Band Shell

This Lease Agreement is made and entered into this ____ day of _____, 2020, by and between the City of Cedar Falls, Iowa (hereinafter, "City"), whose address for the purpose of this Lease Agreement is c/o Cedar Falls City Clerk, 220 Clay Street, Cedar Falls, Iowa, 50613, and Cedar Falls Municipal Band, an Iowa non-profit organization funded in part by a government levy (hereinafter, "Band"), whose address for the purpose of this Lease Agreement is: P.O. Box 144, 211 Washington Street, Cedar Falls, Iowa, 50613,
Attn: _____.

WITNESSETH THAT:

1. Premises, Consideration and Term. In recognition of the partnership between Band and City, the funds raised by the Band from residents of the City to build the Cedar Falls Band Shell, and in consideration of the agreements and conditions to be kept and performed by Band as contained in this Lease Agreement, City leases to Band and Band hereby rents and leases from City, according to the terms and conditions of this Lease Agreement, the following described real estate, situated in Cedar Falls, Black Hawk County, Iowa, to-wit:

Public land located beneath the structure known as the Cedar Falls Band Shell located within Overman Park in the City of Cedar Falls, Iowa together with all rights, easements and appurtenances belonging thereto (hereinafter, the "Leased Premises"),

for a term commencing at midnight of the day previous to the first day of the lease term, which shall be on the ____ day of _____, 2020, and ending at midnight on the last day of the lease term, which shall be on the 30th day of June, 2069, upon the condition that Band performs its agreements and obligations as provided in this Lease Agreement.

2. Rental. As rental for said term, Band agrees to do the following:

- (a) Pay to City the sum of \$1.00; and
- (b) Reasonably perform all of Band's obligations as described in this Lease Agreement; and
- (b) Pay for certain utilities, for insurance, and for damages or destruction as provided in paragraphs 7, 11, and 13 of this Lease Agreement. All sums payable to City shall be paid at the address of City designated above.

3. Possession. Band shall be entitled to possession of the Leased Premises on the first day of the term of this Lease Agreement, and shall yield possession to City at the time and date of the close of the lease term, except as otherwise expressly provided in this Lease Agreement.

4. Use of Premises. Band owns a structure known as the Cedar Falls Band Shell that

is located on the Leased Premises (hereinafter, "Band Shell") and Band agrees during the term of this Lease Agreement to use and to occupy the Leased Premises for band concerts and other music or performing arts performances or public entertainment; public meetings or public forums; private events, such as weddings or other ceremonies, reunions, meetings or presentations; all by or for the residents of the City. If the Band Shell is sold, leased for more than seven (7) consecutive days to the same person or entity, or is otherwise conveyed by Band to any person or entity other than City, this Lease Agreement shall immediately terminate without notice, and Band shall then have sixty (60) days from such conveyance within which to remove the Band Shell from the Leased Premises at Band's cost, but subject to City's right of first refusal as granted in Paragraph 23 below.

5. Care and Maintenance of Premises.

- (a) Present Condition. Band takes the Leased Premises in their present condition.
- (b) Band's Duty of Care and Maintenance. Band shall continue to own the Band Shell and shall maintain the Band Shell and Leased Premises in a reasonably safe, serviceable, clean and presentable condition throughout the term of this Lease Agreement, and any extensions thereof. Band shall be solely responsible for expenses associated with the care, maintenance and repair of the Band Shell.
- (c) City's Duty of Care and Maintenance. City shall be responsible for care and maintenance of City land immediately adjacent to and surrounding the Band Shell structure, including mowing of the grounds adjacent to the structure, removing ice and snow from the sidewalks and paved areas near the structure, and removing trash from the area surrounding the structure.
- (d) No Unlawful Use. Band shall make no unlawful use of the Leased Premises, and agrees to comply with the Cedar Falls Code of Ordinances, and the laws, rules and regulations of the State of Iowa and the Federal government in all activities occurring on the Leased Premises.
- (e) No Structural Alterations or Improvements. Band shall make no structural alterations or improvements to the Leased Premises, or to the Band Shell, without the prior written consent of City. Such written consent shall not be unreasonably withheld. All costs for such alterations and improvements shall be paid by Band.

6. Availability of Band Shell. Band shall make the Band Shell available for non-commercial uses to individuals, groups and non-profit companies in a non-discriminatory fashion, upon written request.

- (a) Appeal. Should an individual, group or non-profit organization be denied the use of the Band shell by Band, such individual, group or non-profit organization may appeal such denial to City's designee, who shall for this purpose be the City's Director of Public Works as the same position may be redesignated from time to time. A determination by City on such appeal shall be final and binding upon Band.
- (b) City Use. City shall be allowed to use the Band Shell at mutually agreeable times upon request unless an individual, group or non-profit organization has already reserved the Band Shell at the time of City's request. Reasonable, limited purpose use of the Band Shell by City shall be at no cost to City.
- (c) Rules. Band may establish reasonable rules for use of the Band Shell, and may charge reasonable fees, including security deposits, for use of the Band Shell in order to recover Band's costs.
- (d) Sturgis Falls Celebration. Band shall not allow the Band Shell to be rented or otherwise used during the annual Sturgis Falls celebration, other than by Sturgis Falls Celebration, Inc. (hereinafter, "Sturgis"), or its successors or assigns, unless written authorization is given by Sturgis, or unless the Sturgis Falls celebration is not held. Reasonable use of the Band Shell by Sturgis, in accordance with established use guidelines, shall be at no cost to Sturgis.
- (e) Compliance with Laws. Band shall take reasonable steps to ensure that users of the Band Shell comply with this Lease Agreement as well as all local, state and federal laws, rules and regulations.
- (f) Farmer's Market. The restrooms in the Band Shell shall be made available for public use during the public hours of the Farmer's Market that is held adjacent to Overman Park. The Farmer's Market is responsible for maintaining the restrooms in a reasonably clean, safe and sanitary condition during such use. If the restrooms are not so maintained by the Farmer's Market, Band may discontinue this availability during subsequent Farmer's Markets, upon reasonable advance notice to City.

7. Utilities and Services.

- (a) Utilities. City shall pay the cost of any electric utilities used on the Leased Premises, including the Band Shell, for nine (9) months of every year during the term of this Lease Agreement. Band shall pay the cost of such utilities for the other three (3) months of every year. Should any other utilities be provided to the Leased Premises, including the Band Shell, the

parties shall share the cost of such utilities in the same proportion.

- (b) Refuse. City shall provide refuse receptacles or dumpsters at a location or locations on or near the Leased Premises, for the use of Band, and agrees to arrange for pickup and removal of such refuse from the receptacles or dumpsters at City's expense.

8. Surrender of Leased Premises.

- (a) Surrender. Band agrees that upon the termination of this Lease Agreement, it will surrender and deliver the Leased Premises in good and clean condition, except for the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Band. Band shall remove, at Band's cost, the Band Shell within sixty (60) days after termination of this lease for any reason, unless the Band Shell is conveyed to City. Such removal shall include any fixtures or equipment installed by Band. Band shall pay the cost of repair of any damage to the Leased Premises caused by such removal.
- (b) Holding Over. Continued possession beyond the expiration date of the term of this Lease Agreement by Band, coupled with the receipt of the specified rental by City, and absent a written agreement by both parties for an extension of this Lease Agreement, or for a new lease, shall constitute a month-to-month extension of this lease, terminable upon thirty (30) days' written notice by either party.

9. Assignment and Subletting. Any assignment of this Lease Agreement or subletting of the Leased Premises, or any part thereof, by Band without the prior express written permission of City shall, at the option of City, cause an immediate termination of this lease. Such written permission may be withheld in City's sole and absolute discretion.

10. Taxes.

- (a) Real Estate Taxes. At the present time, the Leased Premises are not assessed for general property tax purposes and are exempt from taxation by reason of public ownership by City. If at any time during the term of this lease the Leased Premises become subject to levy or assessment by lawful authority for general property taxes, Band agrees to timely pay that portion of such general property taxes which is properly allocable to the Band Shell and any improvements hereafter located on the Leased Premises by Band.
- (b) Personal Property Taxes. Band agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority against its

personal property kept on the Leased Premises during the term of this Lease Agreement.

- (c) Special Assessments. In the event there are special assessments levied or assessed against the real estate of which the Leased Premises is a part by lawful authority during the term of this Lease Agreement, Band agrees to timely pay that portion of such special assessments properly allocable to the Band Shell and any improvements hereafter located on the Leased Premises.

11. Insurance.

- (a) Property Insurance. Band shall insure its property located on the Leased Premises for the full insurable value. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies, the City and Band waive all rights of recovery against each other.
- (b) Band Liability Insurance. Band shall obtain and maintain commercial general liability insurance covering the Leased Premises including coverages, forms and endorsements as set forth in Exhibit A attached and incorporated herein by this reference.
- (c) City Liability Insurance. City will maintain liability insurance with respect to the Leased Premises in accordance with the City of Cedar Falls general liability policy. Such insurance shall be secondary to Band's general liability insurance required in subparagraph 11(b) above.
- (d) Acts by Band. Band will not do or omit doing any act which would invalidate any insurance, or increase the insurance rates in force on the Leased Premises.
- (e) Increased Risks or Hazards. Band further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on the Leased Premises, including the Band Shell, due to increased risks or hazards resulting from Band's use of the Leased Premises otherwise than as herein contemplated and agreed.
- (f) Copy of Lease to Insurers. City and Band shall each provide a copy of this Lease Agreement to their respective insurers.
- (g) Certificate of Insurance. The parties shall provide to each other, at least annually, a Certificate showing proof of insurance as required in this paragraph 11.

- (h) Changed Insurance Requirements. The parties will work to accommodate any changes in insurance requirements imposed by their respective insurance carriers or by City.

12. Indemnity and Hold Harmless. Band agrees to indemnify, defend, and hold harmless City, and its employees, elected and appointed officials, volunteers and agents, from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, cost or expense of whatever kind or nature, alleged or claimed to have been caused by, occasioned by, or to have arisen out of or in connection with, any accident or occurrence causing or inflicting injuries to or the death of any person or persons, or damage to or loss of any property, including damage by fire to the Band Shell which is located on the Leased Premises, happening or done, in, upon, or about the Leased Premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof, by the Band on or about the Leased Premises.

13. Liability for Damage. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

14. Fire and Casualty.

- (a) Partial Destruction of Leased Premises. In the event of a partial destruction or damage of the Leased Premises, which interferes with the normal operation of the Band Shell and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease Agreement shall not terminate. In the event of a partial destruction, Band shall repair such damages at its cost within sixty (60) days of its occurrence unless prevented from so doing by acts of God, government regulations, or other causes beyond Band's reasonable control. The parties may agree in writing on reasonable extensions of time within which to complete such repairs.
- (b) Zoning. Should the City's zoning or other ordinances make it impossible for Band to repair or rebuild so that Band is not able to operate the Band Shell on the Leased Premises, then such partial destruction shall be treated as a total destruction as provided in the next paragraph.
- (c) Total Destruction of Use. In the event of destruction or damage of the Leased Premises, including the Band Shell, so that Band is not able to conduct its operations on the Leased Premises and which damages cannot be repaired within sixty (60) days, this Lease Agreement may be terminated at the option of either City or Band. The parties may agree in writing on reasonable extensions of time within which to complete such

repairs. Termination in such event shall be effected by written notice of one party to the other, within twenty (20) days after such destruction. Band shall surrender possession within sixty (60) days after such notice and each party shall be released from all future obligations. In the event of such termination of this Lease Agreement, City may rebuild the Band Shell or not, at its discretion, at its cost.

- (d) No Responsibility for Indirect Loss. City is not in any way liable to Band for indirect loss caused by loss of use of or damage to the Band Shell.

15. Condemnation.

- (a) Disposition of Awards. Should the whole or any part of the Leased Premises be condemned or taken for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation, each party will then be entitled to take such proportion of said award as may be fair and reasonable.
- (b) Date of Lease Termination. If the whole of the Leased Premises shall be so condemned or taken, City shall not be liable to Band except and as its rights are preserved in the previous subparagraph.

16. Default, Notice of Default and Remedies.

Events of Default

- (a) Each of the following shall constitute an event of default by Band:
1. Failure to perform any duties, obligations, agreements or conditions imposed on Band pursuant to the terms of the Lease Agreement.
 2. Abandonment of the premises, "Abandonment" means Band has failed to engage in its usual and customary activities on the Leased Premises for more than ninety (90) consecutive days, except for normal wintertime Band Shell closure.

Notice of Default

- (b) City shall give Band a written notice specifying the default and giving Band twenty (20) days in which to correct the default. If there is a default that cannot be remedied in twenty (20) days by diligent efforts of Band, Band shall propose an additional period of time in which to remedy the default. Consent to additional time shall not be unreasonably withheld by

City.

Remedies

(c) In the event Band has not remedied a default in a timely manner following a Notice of Default, City may proceed with all available remedies at law or in equity, including but not limited to the following:

1. Termination. City may declare this Lease Agreement to be terminated and shall give Band a written notice of such termination.
2. Forfeiture. If a default is not remedied in a timely manner, City may then declare that this Lease Agreement to be forfeited and shall give Band a written notice of such forfeiture, and may, at the time, give Band the notice to quit provided for in Chapter 648 of the Code of Iowa.

17. Right of Either Party to Make Good Any Default of the Other. If either party shall default in complying with any of the terms, covenants or conditions of this Lease Agreement, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to any other remedy provided by law, may perform such term, covenant or condition, or make good such default, and any amount advanced shall be repaid forthwith on demand, together with interest at the rate of five (5) percent per annum, from date of advance.

18. Signs. Band shall have the right to attach or exhibit signs on the Leased Premises, provided only: (1) that any sign shall comply with the Code of Ordinances of the City of Cedar Falls, Iowa, and the laws of the State of Iowa; and (2) such sign shall be subject to the prior written approval of the City, which approval shall not be unreasonably withheld.

19. Mechanic's Liens. Neither the Band nor anyone claiming by, through, or under the Band, shall have the right to file or place any mechanic's lien or other lien of any kind or character whatsoever, upon the Leased Premises or upon any structure or improvement located thereon, or upon the leasehold interest of the Band therein, and notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any building, improvements, alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon, and for the further security of City, Band covenants and agrees to give actual notice thereof in advance, to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor.

20. City's Lien and Security Interest. City shall have, in addition to the lien given by law, a security interest as provided by the Uniform Commercial Code of Iowa, upon all property kept and used on the Leased Premises by Band. City may proceed at law or in equity with any remedy provided by law or by this Lease Agreement for termination of this Lease Agreement

because of Band's default in its performance.

21. Substitution of Personal Property. During the term of this Lease Agreement, Band shall have the right to sell or otherwise dispose of any personal property of Band situated on the Leased Premises, and to substitute new, improved, or updated personal property, when in the judgment of the Band such disposal or substitution is warranted by the conduct of Band's affairs on the Leased Premises.

22. Additional Covenants of Band. During the entire term of this Lease Agreement and any extensions thereof Band agrees to abide by each and every one of the following covenants and provisions:

- (a) Band agrees to immediately vacate the Leased Premises when advised by City of the need to vacate the Premises by reason of flood or potential flood, natural disaster, or any other reason involving public health, safety or welfare, after being notified to vacate by City. Band agrees to take immediate action to cause all persons occupying the Leased Premises to vacate the Leased Premises immediately upon being informed thereof by City. Such determination shall be made either by the City Police Chief, City Fire Chief, or the City Director of Public Works, or their designees.
- (b) Band agrees to allow City to inspect the Leased Premises, including the Band Shell, at any time upon reasonable notice thereof.

23. City's Right of First Refusal. Band hereby grants to City the right of first refusal to acquire the Band Shell upon the following terms and conditions:

- (a) In the event that Band receives a bona fide offer to acquire the Band Shell during the term of this Lease Agreement, Band shall first offer the Band Shell to City upon the same terms and conditions as the offeror. In such event, Band shall provide City with a copy of any offer made.
- (b) City shall have thirty (30) days from receipt of a copy of such offer to agree to acquire the Band Shell on the same terms and conditions as offered to Band.
- (c) If City agrees to acquire the Band Shell, Band shall convey title of the Band Shell to City free from all liens and encumbrances within thirty (30) days from City's notice to Band of City's agreement to acquire the Band Shell, and payment by City to Band of the agreed upon purchase price.
- (d) This right of first refusal is irrevocable during the term of this Lease Agreement and any extensions thereof.
- (e) Nothing contained in this Paragraph 23 shall be construed to nullify the

other terms and conditions of this Lease Agreement, including specifically, Paragraph 4, Use of Premises.

24. Previous Lease Superseded. The parties mutually agree that the terms and conditions of this Lease Agreement supersede and replace any and all lease agreements between the City and Band regarding the Band Shell and Overman Park and that any and all leases entered into prior to the date of this Lease Agreement are hereby canceled, rescinded and held for naught.

25. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Lease Agreement, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

26. Notices and Demands. Notices as provided for in this Lease Agreement shall be given to the respective parties hereto at the respective addresses designated on page one of this Lease Agreement unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this lease when sent, addressed as above designated, postage prepaid, by registered or certified mail, return receipt requested, by the United States Mail and so deposited in a United States mail box.

27. Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors and assigns of the parties hereto.

28. Changes to be in Writing. None of the covenants, provisions, terms or conditions of this Lease Agreement to be kept or performed by City or Band shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to City and Band. This Lease Agreement contains the whole agreement of the parties.

29. Review of Lease. The provisions of this Lease Agreement shall be reviewed by the City and Band on a periodic basis, not less than once every five (5) years. Should either party request a change to any of the provisions of this Lease Agreement, other than the Term of the Lease Agreement stated in Paragraph 1 above, the parties shall negotiate in good faith an amendment to this Lease Agreement. If the parties are unable to come to an agreement on such amendment within sixty (60) days from the commencement of good faith negotiations, either party may declare this Lease Agreement to be terminated immediately upon written notice.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease Agreement effective on the date stated above.

CEDAR FALLS MUNICIPAL BAND

CITY OF CEDAR FALLS, IOWA

By Judy Larkin / Bony David By _____
Its President / Vice President 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 _____, 2020, by _____ of Cedar Falls Municipal Band.

Notary Public in and for said State

My Commission Expires:

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2020, by Robert M. Green, as Mayor, and Jacqueline Danielsen, MMC, as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for said State

My Commission Expires:

Exhibit A

INSURANCE REQUIREMENTS FOR TENANT

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Tenant shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1
4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Tenant to maintain the required insurance shall constitute a default under this Agreement, and at City's option, shall allow City to terminate this Agreement for cause and/or purchase said insurance at Tenant's expense.
7. Limits: By requiring the insurance as set out in this Agreement, City does not represent that coverage and limits will necessarily be adequate to protect Tenant and such coverage and limits shall not be deemed as a limitation on Tenant's liability under the indemnities provided to City in this Agreement. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1.
8. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, and agents working on behalf of the City of Cedar Falls,

Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance (except for Professional Liability) shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

EXHIBIT 1 – INSURANCE SCHEDULE

General Liability (Occurrence Form Only):

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

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

Standard Workers Compensation

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

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

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. Tenant agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER/CUSTOMER ID #: _____	
	INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____	
INSURED Business Name 123 Main Street Anytown, IA 0000	INSURER A: Carter should reflect rating of A-, VIII or better	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	

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

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

INSTR	TYPE OF INSURANCE	ADDL INSR	PLURL W/1	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> MO. ACCT <input type="checkbox"/> LOC			Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPROP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$			Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below		N/A	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							EL EACH ACCIDENT	\$ 500,000
							EL DISEASE - EA EMPLOYEE	\$ 500,000
							EL DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation included. Waiver of Subrogation under the Work Comp & Gen Liab.

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

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DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Chris Sevy, Planner I
DATE: February 15, 2020
SUBJECT: Setting Public Hearing Date for a Zoning Code Text Amendment – Adaptive re-use of institutional buildings (TA20-002)

SUMMARY OF THE PROPOSAL

The owner of a vacant church building in an R-1 residential district has inquired about alternative uses and wants to operate an event space there for wedding receptions. The activity associated with that use may not be too different from that of a church and could be compatible with the neighborhood. However, in the R-1 and R-2 districts, principal uses are limited generally to residential dwellings and uses of a religious or civic nature. And while the R-3 and R-4 zoning districts do allow a wider variety of uses, in some instances in order to preserve a large institutional building some flexibility in the standards may be needed.

When the decision is made that the use of a church or other civic building is no longer viable or desirable, the common consideration to close or tear down these buildings is often a tough reality for the owner and the patrons of those institutions. At least three church buildings in Cedar Falls presently appear to have this predicament. They are often buildings of historical or cultural significance worthy of preservation but also pose unique challenges because they are large buildings that sit on large parcels. They have plenty of potential but their location within a residential zone is usually the biggest hurdle keeping them from converting into another practical use. As such, providing flexibility within the zoning ordinance for economically viable alternatives to religious or civic uses may be appropriate to provide a path to repurpose these institutional facilities.

Conditional uses are a standard element of zoning ordinances in Iowa. Many cities in Iowa, including cities of similar size to Cedar Falls (Marshalltown, Mason City, Bettendorf, Marion, and Urbandale) have conditional uses as part of their zoning ordinances. When a zoning district lists conditional uses, they are not uses granted by right. Under Iowa law they require review and approval by the Board of Adjustment and, if approved, they usually have conditions imposed by the Board ensuring that the use will fit into the context of the neighborhood. If the Board determines that the proposal does not fit, it does not get approved. Conditional uses can be an excellent tool to offer flexibility while safeguarding neighborhood character.

RECOMMENDATION

To provide more flexibility to re-purpose defunct institutional uses within residential neighborhoods, staff recommends adding a conditional use process to the zoning ordinance whereby each case can be considered on its own merits and any neighborhood concerns addressed. At their August 26th meeting the Planning and Zoning Commission discussed the proposed zoning code text amendments. After further discussion at their October 28th meeting, the Planning and Zoning Commission recommended approval with a vote of 8-0.

Staff provided a brief presentation of the proposed ordinance amendments at the Committee of the Whole meeting on December 7th. Staff also met with the Board of Adjustment on January 7th to introduce the ordinance and get feedback.

At Council's February 15th meeting, staff requests the City Council to set a public hearing date for March 1st to consider the proposed amendments. The full staff report, ordinance, summary of the Planning and Zoning Commission's discussion, and summary of the Board of Adjustment's discussion will be provided to City Council prior to the public hearing.

Daily Invoices for the 02/15/21 Council Meeting

PREPARED 02/11/2021, 11:25:49
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 07/2021

Item 26.

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1138		07/21 AP		01/13/21	0005401	FARMERS STATE BANK	59.09			02/03/21
						CITY HALL DEPOSIT BOOKS				
1138		07/21 AP		01/13/21	0005401	FARMERS STATE BANK		15.32		02/03/21
						REF:TAX ON DEPOSIT BOOKS				
						ACCOUNT TOTAL	59.09	15.32		43.77
101-1008-441.72-99 OPERATING SUPPLIES / POSTAGE										
1245		07/21 AP		01/25/21	0395413	CMRS-POC	130.35			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	130.35	.00		130.35
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1138		07/21 AP		01/27/21	0005389	ADVANTAGE ADMIN-SECT.105	17.00			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138		07/21 AP		01/20/21	0005388	ADVANTAGE ADMIN-SECT.105	9.10			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138		07/21 AP		01/20/21	0005388	ADVANTAGE ADMIN-SECT.105	10.00			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138		07/21 AP		01/13/21	0005387	ADVANTAGE ADMIN-SECT.105	322.69			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138		07/21 AP		01/06/21	0005386	ADVANTAGE ADMIN-SECT.105	13.52			02/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	372.31	.00		372.31
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1138		07/21 AP		01/13/21	0005401	FARMERS STATE BANK	98.51			02/03/21
						CITY HALL DEPOSIT BOOKS				
						ACCOUNT TOTAL	98.51	.00		98.51
101-1028-441.72-99 OPERATING SUPPLIES / POSTAGE										
1245		07/21 AP		01/25/21	0395413	CMRS-POC	213.31			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
1245		07/21 AP		01/25/21	0395413	CMRS-POC	101.85			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	315.16	.00		315.16
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
1138		07/21 AP		01/29/21	0005403	FARMERS STATE BANK	20.00			02/03/21
						OUTGOING WIRE FEE				MIDWEST ONE CD

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES						continued				
1138		07/21	AP	01/29/21	0005404	FARMERS STATE BANK	12.00			02/03/21
						LINCOLN SAVINGS CD				
1138		07/21	AP	01/27/21	0005402	FARMERS STATE BANK	20.00			02/03/21
						VOYA OUGOING WIRE				
1138		07/21	AP	01/13/21	0005400	FARMERS STATE BANK	20.00			02/03/21
						VOYA OUTGOING WIRE				
						01/15/21 PAYROLL				
						ACCOUNT TOTAL	72.00	.00	72.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1245		07/21	AP	01/25/21	0395413	CMRS-POC	32.70			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	32.70	.00	32.70	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1138		07/21	AP	01/20/21	0005388	ADVANTAGE ADMIN-SECT.105	35.30			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138		07/21	AP	01/06/21	0005386	ADVANTAGE ADMIN-SECT.105	129.14			02/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	164.44	.00	164.44	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1190		08/21	AP	01/19/21	0395453	STOREY KENWORTHY	76.63			01/29/21
						COIN ENVELOPES, GOLDENROD				
						PAPER				
1140		08/21	AP	01/12/21	0395453	STOREY KENWORTHY	132.79			01/29/21
						MAGIC & REMOVAL TAPE,				
						RUBBER BANDS				
						ACCOUNT TOTAL	209.42	.00	209.42	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1245		07/21	AP	01/25/21	0395413	CMRS-POC	42.25			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
1190		08/21	AP	12/27/20	0395451	QUADIENT FINANCE USA, INC.	150.00			01/29/21
						POSTAGE				
						ACCOUNT TOTAL	192.25	.00	192.25	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1190		08/21	AP	01/19/21	0395454	TRAC SYSTEMS, INC	2,459.00			01/29/21
						UNIPRINT MAINT/SUPPORT				1/23/21-1/23/22
1190		08/21	AP	01/12/21	0395443	GORDON FLESCH COMPANY INC	831.53			01/29/21
						COPIER CONTRACT				015-1483981-000

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT						continued				
ACCOUNT TOTAL							3,290.53	.00	3,290.53	
101-1060-423.85-01 UTILITIES / UTILITIES										
1190		08/21 AP		01/05/21	0395434	CEDAR FALLS UTILITIES	4,151.75			01/29/21
						LIBRARY UTILITIES				
ACCOUNT TOTAL							4,151.75	.00	4,151.75	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1140		08/21 AP		01/11/21	0395437	CITY LAUNDERING CO.	28.00			01/29/21
						LIBRARY MAT SERVICE				
1140		08/21 AP		01/11/21	0395444	HAWKEYE ALARM & SIGNAL CO.	430.00			01/29/21
						ANNUAL ALARM MONITORING INVOICE				
1138		07/21 AP		01/04/21	0005425	PROFESSIONAL SOLUTIONS	8.90			02/03/21
						DECEMBER CREDIT CARD FEES				
ACCOUNT TOTAL							466.90	.00	466.90	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1140		08/21 AP		01/06/21	0395455	UNIVERSITY OF NORTHERN IOWA	30.00			01/29/21
						ADULT BOOKS (LOST BOOK REPLACEMENT)				
1140		08/21 AP		12/30/20	0395430	BAKER & TAYLOR BOOKS	14.56			01/29/21
						ADULT BOOKS (MEM KNIEVEL)				
1140		08/21 AP		12/30/20	0395430	BAKER & TAYLOR BOOKS	36.05			01/29/21
						ADULT BOOKS (MEM TAYLOR)				
ACCOUNT TOTAL							80.61	.00	80.61	
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1190		08/21 AP		01/21/21	0395430	BAKER & TAYLOR BOOKS	5.59			01/29/21
						YOUTH BOOKS (MEM MILLER)				
1140		08/21 AP		12/29/20	0395430	BAKER & TAYLOR BOOKS	2.39			01/29/21
						YOUTH BOOKS (MEM MILLER)				
ACCOUNT TOTAL							7.98	.00	7.98	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1190		08/21 AP		01/13/21	0395439	DEMCO, INC	52.65			01/29/21
						FOTL:YOUTH-BOOKPLATES				
1140		08/21 AP		01/12/21	0395430	BAKER & TAYLOR BOOKS	2,155.00			01/29/21
						FOTL:YOUTH-YOUTH BOOKS (CVYR ORDER)				
1140		08/21 AP		01/08/21	0395430	BAKER & TAYLOR BOOKS	91.14			01/29/21
						FOTL:ADULT-ADULT BOOKS				

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1060-423.89-33						MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM	continued		
1140		08/21 AP		12/29/20	0395430	BAKER & TAYLOR BOOKS	86.52		01/29/21
						FOTL:ADULT-ADULT BOOKS			
						ACCOUNT TOTAL	2,385.31	.00	2,385.31
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.			
1190		08/21 AP		01/11/21	0395439	DEMCO, INC	736.46		01/29/21
						BUILDING 2 RMB FURNITURE			
						19-GARMENT RACKS			
						ACCOUNT TOTAL	736.46	.00	736.46
101-1060-423.93-01						EQUIPMENT / EQUIPMENT			
1190		08/21 AP		01/06/21	0395433	CDW GOVERNMENT, INC.	84.90		01/29/21
						BATTERY BACKUPS FOR STAFF			
						COMPUTERS			
						ACCOUNT TOTAL	84.90	.00	84.90
101-1061-423.71-11						OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP			
1190		08/21 AP		01/11/21	0395439	DEMCO, INC	3,374.40		01/29/21
						RFID CD/DVD OVERLAYS &			
						2" BOOK TAPE			
1140		08/21 AP		01/08/21	0395438	COMPUTYPE, INC.	122.09		01/29/21
						INK ROLLS FOR LABEL			
						PRINTERS (X7)			
1140		08/21 AP		12/21/20	0395442	GAYLORD BROS., INC.	45.47		01/29/21
						ARCHIVAL PHOTO BOXES			
						ACCOUNT TOTAL	3,541.96	.00	3,541.96
101-1061-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT			
1140		08/21 AP		01/01/21	0395449	OCLC, INC.	729.27		01/29/21
						CATALOG AND METADATA			
						SUBSCRIPTION			
						ACCOUNT TOTAL	729.27	.00	729.27
101-1061-423.89-20						MISCELLANEOUS SERVICES / ADULT BOOKS			
1190		08/21 AP		01/21/21	0395430	BAKER & TAYLOR BOOKS	226.27		01/29/21
						ADULT BOOKS			
1190		08/21 AP		01/19/21	0395430	BAKER & TAYLOR BOOKS	422.66		01/29/21
						ADULT BOOKS			
1190		08/21 AP		01/15/21	0395430	BAKER & TAYLOR BOOKS	241.67		01/29/21
						ADULT BOOKS			
1140		08/21 AP		01/13/21	0395430	BAKER & TAYLOR BOOKS	200.29		01/29/21
						ADULT BOOKS			
1140		08/21 AP		01/11/21	0395430	BAKER & TAYLOR BOOKS	169.88		01/29/21
						ADULT BOOKS			

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
1190		08/21 AP		01/11/21	0395445	INFOUSA MARKETING INC	360.00			01/29/21
						ADULT BOOKS (CEDAR FALLS, IA CITY DIRECTORY)				
1140		08/21 AP		01/08/21	0395430	BAKER & TAYLOR BOOKS	200.82			01/29/21
						ADULT BOOKS				
1140		08/21 AP		01/07/21	0395430	BAKER & TAYLOR BOOKS	313.99			01/29/21
						ADULT BOOKS				
1140		08/21 AP		01/06/21	0395430	BAKER & TAYLOR BOOKS	361.38			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/31/20	0395430	BAKER & TAYLOR BOOKS	198.39			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/30/20	0395430	BAKER & TAYLOR BOOKS	214.97			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/29/20	0395430	BAKER & TAYLOR BOOKS	394.37			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/28/20	0395430	BAKER & TAYLOR BOOKS	299.78			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/23/20	0395430	BAKER & TAYLOR BOOKS	270.73			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/21/20	0395430	BAKER & TAYLOR BOOKS	451.79			01/29/21
						ADULT BOOKS				
1140		08/21 AP		12/18/20	0395445	INFOUSA MARKETING INC	450.00			01/29/21
						ADULT BOOKS (WATERLOO, IA CITY DIRECTORY)				
1140		08/21 AP		12/12/20	0395452	REGENT BOOK CO., INC.	18.09			01/29/21
						ADULT BOOKS (BH&G CHRISTMAS IDEAS 2020)				
ACCOUNT TOTAL							4,795.08	.00	4,795.08	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1190		08/21 AP		01/21/21	0395430	BAKER & TAYLOR BOOKS	35.81			01/29/21
						YOUNG ADULT BOOKS				
1190		08/21 AP		01/19/21	0395430	BAKER & TAYLOR BOOKS	69.12			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		01/13/21	0395430	BAKER & TAYLOR BOOKS	62.14			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		01/11/21	0395430	BAKER & TAYLOR BOOKS	20.14			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		01/08/21	0395430	BAKER & TAYLOR BOOKS	42.53			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		01/07/21	0395430	BAKER & TAYLOR BOOKS	315.34			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		01/06/21	0395430	BAKER & TAYLOR BOOKS	82.91			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		12/31/20	0395430	BAKER & TAYLOR BOOKS	227.14			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		12/29/20	0395430	BAKER & TAYLOR BOOKS	16.06			01/29/21
						YOUNG ADULT BOOKS				
1140		08/21 AP		12/23/20	0395430	BAKER & TAYLOR BOOKS	22.13			01/29/21
						YOUNG ADULT BOOKS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1061-1140	423.89-21	MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS					continued		
	08/21 AP	12/21/20		0395430	BAKER & TAYLOR BOOKS	14.56			01/29/21
					YOUNG ADULT BOOKS				
					ACCOUNT TOTAL	907.88	0.00		907.88
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS									
1190	08/21 AP	01/21/21		0395430	BAKER & TAYLOR BOOKS	43.70			01/29/21
					YOUTH BOOKS				
1190	08/21 AP	01/19/21		0395430	BAKER & TAYLOR BOOKS	13.06			01/29/21
					YOUTH BOOKS				
1190	08/21 AP	01/15/21		0395430	BAKER & TAYLOR BOOKS	73.56			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	01/13/21		0395430	BAKER & TAYLOR BOOKS	180.66			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	01/11/21		0395430	BAKER & TAYLOR BOOKS	75.87			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	01/08/21		0395430	BAKER & TAYLOR BOOKS	111.40			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	01/07/21		0395430	BAKER & TAYLOR BOOKS	120.83			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	01/06/21		0395430	BAKER & TAYLOR BOOKS	1,341.78			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	12/30/20		0395430	BAKER & TAYLOR BOOKS	41.65			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	12/29/20		0395430	BAKER & TAYLOR BOOKS	33.97			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	12/28/20		0395430	BAKER & TAYLOR BOOKS	30.52			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	12/23/20		0395430	BAKER & TAYLOR BOOKS	41.06			01/29/21
					YOUTH BOOKS				
1140	08/21 AP	12/21/20		0395430	BAKER & TAYLOR BOOKS	162.62			01/29/21
					YOUTH BOOKS				
					ACCOUNT TOTAL	2,270.68	0.00		2,270.68
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS									
1140	08/21 AP	01/07/21		0395435	CENGAGE LEARNING INC	46.88			01/29/21
					LARGE PRINT BOOKS				
1140	08/21 AP	01/07/21		0395435	CENGAGE LEARNING INC	51.78			01/29/21
					LARGE PRINT BOOKS				
1140	08/21 AP	01/01/21		0395436	CENTER POINT LARGE PRINT	46.74			01/29/21
					LARGE PRINT BOOKS				
1140	08/21 AP	12/30/20		0395435	CENGAGE LEARNING INC	48.98			01/29/21
					LARGE PRINT BOOKS				
1140	08/21 AP	12/28/20		0395435	CENGAGE LEARNING INC	12.59			01/29/21
					LARGE PRINT BOOKS				
1140	08/21 AP	12/22/20		0395435	CENGAGE LEARNING INC	11.89			01/29/21

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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										
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS						continued				
1140				08/21	AP 12/01/20 0395436	CENTER POINT LARGE PRINT	46.74			01/29/21
						LARGE PRINT BOOKS				
						LARGE PRINT BOOKS				
						ACCOUNT TOTAL	265.60	.00	265.60	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
1140				08/21	AP 01/13/21 0395430	BAKER & TAYLOR BOOKS	19.24			01/29/21
						ADULT CD BOOKS				
1140				08/21	AP 01/07/21 0395431	BAKER & TAYLOR ENTERTAINMENT	73.43			01/29/21
						ADULT CD MUSIC				
1140				08/21	AP 01/07/21 0395441	FINDAWAY WORLD LLC	488.61			01/29/21
						ADULT PLAYAWAYS				
1140				08/21	AP 01/06/21 0395431	BAKER & TAYLOR ENTERTAINMENT	25.70			01/29/21
						ADULT CD MUSIC				
						ACCOUNT TOTAL	606.98	.00	606.98	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1190				08/21	AP 01/20/21 0395431	BAKER & TAYLOR ENTERTAINMENT	68.12			01/29/21
						ADULT VIDEOS				
1190				08/21	AP 01/19/21 0395431	BAKER & TAYLOR ENTERTAINMENT	49.26			01/29/21
						ADULT VIDEOS				
1190				08/21	AP 01/15/21 0395431	BAKER & TAYLOR ENTERTAINMENT	49.97			01/29/21
						ADULT VIDEOS				
1140				08/21	AP 01/12/21 0395431	BAKER & TAYLOR ENTERTAINMENT	84.76			01/29/21
						ADULT VIDEOS				
1140				08/21	AP 01/11/21 0395431	BAKER & TAYLOR ENTERTAINMENT	15.20			01/29/21
						ADULT VIDEOS				
1140				08/21	AP 01/11/21 0395431	BAKER & TAYLOR ENTERTAINMENT	10.87			01/29/21
						ADULT VIDEOS				
1140				08/21	AP 01/05/21 0395431	BAKER & TAYLOR ENTERTAINMENT	40.58			01/29/21
						ADULT VIDEOS				
1140				08/21	AP 12/29/20 0395431	BAKER & TAYLOR ENTERTAINMENT	38.40			01/29/21
						ADULT VIDEOS				
1140				08/21	AP 12/28/20 0395431	BAKER & TAYLOR ENTERTAINMENT	83.47			01/29/21
						ADULT VIDEOS				
						ACCOUNT TOTAL	440.63	.00	440.63	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
1190				08/21	AP 01/20/21 0395447	INGRAM ENTERTAINMENT INC.	126.98			01/29/21
						YOUNG ADULT VIDEO GAMES				
1140				08/21	AP 01/15/21 0395440	ENGAGEDPATRONS.ORG	229.00			01/29/21
						SUBSCRIPTION RENEW 1 YR.				
						3/1/2021-02/28/2022				
1140				08/21	AP 01/15/21 0395446	INFOUSA MARKETING INC.	3,600.00			01/29/21

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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									
101-1118-441.72-99						OPERATING SUPPLIES / POSTAGE			continued
1245		07/21 AP		01/25/21	0395413	CMRS-POC	4.50		01/29/21
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	26.80	.00	26.80
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1245		07/21 AP		01/25/21	0395413	CMRS-POC	4.65		01/29/21
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	4.65	.00	4.65
101-1199-421.31-20						HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY			
1190		08/21 AP		01/07/21	0395433	CDW GOVERNMENT, INC.	44.19		01/29/21
						COMPUTER MONITOR CABLES			
1140		08/21 AP		12/15/20	0395433	CDW GOVERNMENT, INC.	703.30		01/29/21
						TABLET & STYLUS			
						ACCOUNT TOTAL	747.49	.00	747.49
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES			
1290		08/21 AP		02/05/21	0395468	BLACK HAWK CO.RECORDER	47.00		02/08/21
						RCD:NTC.FNL.ASSESS.PROC.			R.COX-412 N.ELLEN STREET
1290		08/21 AP		02/05/21	0395468	BLACK HAWK CO.RECORDER	47.00		02/08/21
						RCD:NTC.FNL.ASSESS.PROC.			DEKOCK-1122 W.22ND STREET
1290		08/21 AP		02/05/21	0395468	BLACK HAWK CO.RECORDER	57.00		02/08/21
						RCD:NTC.FNL.ASSESS.PROC.			DEKOCK-2413 OLIVE STREET
1290		08/21 AP		02/05/21	0395468	BLACK HAWK CO.RECORDER	12.00		02/08/21
						RCD:RESOLUTION #22,246			
1290		08/21 AP		02/05/21	0395468	BLACK HAWK CO.RECORDER	17.00		02/08/21
						RCD:MAINT.& REPAIR AGRMT.			SULENTIC-FISCHELS/ARABELL
1261		08/21 AP		01/29/21	0395422	BLACK HAWK CO.RECORDER	7.00		02/02/21
						RCD:LIEN RELEASE			CONNIE SMITH-929 NEWMAN
1261		08/21 AP		01/29/21	0395422	BLACK HAWK CO.RECORDER	7.00		02/02/21
						RCD:LIEN RELEASE			CONNIE SMITH-929 NEWMAN
						ACCOUNT TOTAL	194.00	.00	194.00
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY			
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	53.04		01/29/21
						UTILITIES THRU 01/06/21			
1138		07/21 AP		01/04/21	0005417	PROFESSIONAL SOLUTIONS	75.66		02/03/21
						DECEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	128.70	.00	128.70

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1199-441.89-14						MISCELLANEOUS SERVICES / REFUNDS				
1319		08/21 AP		02/08/21	0395476	LUCINDA TABB	6.00		02/10/21	
		REF.-OVERPMT.				PET LICENSE				
						CHARGED \$13 S/B \$7				
1261		08/21 AP		02/01/21	0395426	TIM HERRIGAN	6.00		02/02/21	
		REF.-OVERPMT.				PET LICENSE				
						CHARGED \$13 S/B \$7				
1290		08/21 AP		02/01/21	0395469	CHARLES KYLE RUDICK	6.00		02/08/21	
		REF.-OVERPMT.				PET LICENSE				
						CHARGED \$13 S/B \$7				
		ACCOUNT TOTAL						18.00		18.00
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE				
1245		07/21 AP		01/25/21	0395413	CMRS-POC	21.55		01/29/21	
		POC#8031880-REPL.				POSTAGE				
						10/19/20-01/25/21				
		ACCOUNT TOTAL						21.55		21.55
101-2235-412.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1138		07/21 AP		01/13/21	0005401	FARMERS STATE BANK	10.94		02/03/21	
		CITY HALL DEPOSIT BOOKS								
		ACCOUNT TOTAL						10.94		10.94
101-2235-412.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES				
1245		07/21 AP		01/25/21	0395413	CMRS-POC	378.31		01/29/21	
		POC#8031880-REPL.				POSTAGE				
						10/19/20-01/25/21				
		ACCOUNT TOTAL						378.31		378.31
101-2235-412.72-99						OPERATING SUPPLIES / POSTAGE				
1245		07/21 AP		01/25/21	0395413	CMRS-POC	222.80		01/29/21	
		POC#8031880-REPL.				POSTAGE				
						10/19/20-01/25/21				
		ACCOUNT TOTAL						222.80		222.80
101-2235-412.89-15						MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
1138		07/21 AP		01/04/21	0005420	PROFESSIONAL SOLUTIONS	647.44		02/03/21	
		DECEMBER CREDIT CARD FEES								
1138		07/21 AP		01/04/21	0005421	PROFESSIONAL SOLUTIONS	511.37		02/03/21	
		DECEMBER CREDIT CARD FEES								
		ACCOUNT TOTAL						1,158.81		1,158.81
101-2245-442.72-99						OPERATING SUPPLIES / POSTAGE				
1245		07/21 AP		01/25/21	0395413	CMRS-POC	217.76		01/29/21	

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FUND 101 GENERAL FUND										
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE							continued			
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	217.76	.00	217.76	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1245		07/21 AP		01/25/21	0395413	CMRS-POC	84.21			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	84.21	.00	84.21	
101-2253-423.85-01 UTILITIES / UTILITIES										
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	3,481.23			01/29/21
						UTILITIES THRU 01/06/21				
						ACCOUNT TOTAL	3,481.23	.00	3,481.23	
101-2253-423.85-05 UTILITIES / POOL UTILITIES										
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	790.11			01/29/21
						UTILITIES THRU 01/06/21				
						ACCOUNT TOTAL	790.11	.00	790.11	
101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
1138		07/21 AP		01/22/21	0005408	IOWA DEPT.OF REVENUE	871.53			02/03/21
						SEMI MONTHLY SALES TAX RECREATION				
1138		07/21 AP		01/08/21	0005406	IOWA DEPT.OF REVENUE	75.30			02/03/21
						SEMI MONTHLY SALES TAX RECREATION				
						ACCOUNT TOTAL	946.83	.00	946.83	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1245		07/21 AP		01/26/21	0395414	CYSTIC FIBROSIS FOUNDATION	110.00			01/29/21
						REFUND-SHELTER RENTAL				
						ACCOUNT TOTAL	110.00	.00	110.00	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1138		07/21 AP		01/05/21	0005430	VANTIV INTEGRATED PAYMENT SOL	50.00			02/03/21
						GATEWAY FEES				12/01-12/31/20
1138		07/21 AP		01/05/21	0005392	COMMUNITY BANKERS MERCHANT SV	135.43			02/03/21
						DECEMBER CREDIT CARD FEES				
1138		07/21 AP		01/04/21	0005423	PROFESSIONAL SOLUTIONS	6.95			02/03/21
						DECEMBER CREDIT CARD FEES				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES						continued				
1138		07/21 AP		01/04/21	0005424	PROFESSIONAL SOLUTIONS	22.95			02/03/21
1138		07/21 AP		01/04/21	0005426	PROFESSIONAL SOLUTIONS	299.45			02/03/21
ACCOUNT TOTAL							514.78	.00	514.78	
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE										
1245		07/21 AP		01/25/21	0395413	CMRS-POC	208.85			01/29/21
1282		08/21 AP		12/15/20	0395461	PETTY CASH	1.79			02/04/21
1282		08/21 AP		12/10/20	0395461	PETTY CASH	2.48			02/04/21
1282		08/21 AP		12/08/20	0395461	PETTY CASH	3.85			02/04/21
1282		08/21 AP		12/02/20	0395461	PETTY CASH	8.80			02/04/21
ACCOUNT TOTAL							225.77	.00	225.77	
101-2280-423.85-01 UTILITIES / UTILITIES										
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	765.36			01/29/21
ACCOUNT TOTAL							765.36	.00	765.36	
101-2280-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
1138		07/21 AP		01/05/21	0005392	COMMUNITY BANKERS MERCHANT SV	19.49			02/03/21
1138		07/21 AP		01/04/21	0005418	PROFESSIONAL SOLUTIONS	27.30			02/03/21
ACCOUNT TOTAL							46.79	.00	46.79	
101-4511-414.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1138		07/21 AP		01/27/21	0005389	ADVANTAGE ADMIN-SECT.105	34.13			02/03/21
1138		07/21 AP		01/20/21	0005388	ADVANTAGE ADMIN-SECT.105	10.80			02/03/21
1138		07/21 AP		01/13/21	0005387	ADVANTAGE ADMIN-SECT.105	84.08			02/03/21
1138		07/21 AP		01/13/21	0005387	ADVANTAGE ADMIN-SECT.105	384.72			02/03/21
ACCOUNT TOTAL							513.73	.00	513.73	

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FUND 101 GENERAL FUND										
101-4511-1245	414.72	99				OPERATING SUPPLIES / POSTAGE				
				07/21	AP 01/25/21 0395413	CMRS-POC	206.93			01/29/21
						POC#8031880-REPL.POSTAGE 10/19/20-01/25/21				
						ACCOUNT TOTAL	206.93	.00	206.93	
101-4511-1290	414.73	10				OTHER SUPPLIES / HEADQUARTER SUPPLIES				
				08/21	AP 02/02/21 0395471	YATES, KELLI	12.00			02/08/21
						RMB:CHAUFFER'S PERMIT				
						ACCOUNT TOTAL	12.00	.00	12.00	
101-5521-1138	415.64	02				INSURANCE / HEALTH INS. REIMBURSEMENT				
				07/21	AP 01/27/21 0005389	ADVANTAGE ADMIN-SECT.105	165.35			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138				07/21	AP 01/27/21 0005389	ADVANTAGE ADMIN-SECT.105	161.44			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138				07/21	AP 01/13/21 0005387	ADVANTAGE ADMIN-SECT.105	302.04			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138				07/21	AP 01/13/21 0005387	ADVANTAGE ADMIN-SECT.105	206.88			02/03/21
						HEALTH INS. REIMBURSEMENT				
1138				07/21	AP 01/06/21 0005386	ADVANTAGE ADMIN-SECT.105	23.76			02/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	859.47	.00	859.47	
101-5521-1245	415.72	01				OPERATING SUPPLIES / OPERATING SUPPLIES				
				07/21	AP 01/06/21 0395412	CEDAR FALLS UTILITIES	66.79			01/29/21
						UTILITIES THRU 01/06/21				
1138				07/21	AP 01/04/21 0005416	PROFESSIONAL SOLUTIONS	13.67			02/03/21
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	80.46	.00	80.46	
101-5521-1245	415.72	33				OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM				
				07/21	AP 11/10/20 0395420	SPRAY, ADAM	150.00			01/29/21
						RMB:UNIFORM ALLOWANCE MIDWEST DEFENSE SOLUTIONS				
						ACCOUNT TOTAL	150.00	.00	150.00	
101-5521-1245	415.72	99				OPERATING SUPPLIES / POSTAGE				
				07/21	AP 01/25/21 0395413	CMRS-POC	306.17			01/29/21
						POC#8031880-REPL.POSTAGE 10/19/20-01/25/21				
						ACCOUNT TOTAL	306.17	.00	306.17	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE					
1245		07/21 AP		01/19/21	0395417	HOWARD, MARK A.	48.14			01/29/21	
		RMB:UNIFORM ALLOWANCE				SCHEELS					
1245		07/21 AP		01/19/21	0395419	SCHREIBER, KURT	40.66			01/29/21	
		RMB:UNIFORM ALLOWANCE				KOHL'S					
1245		07/21 AP		01/04/21	0395415	FERGUSON, CLINTON	233.58			01/29/21	
		RMB:UNIFORM ALLOWANCE				AMAZON.COM					
1245		07/21 AP		01/02/21	0395416	GERZEMA, JONATHAN	159.29			01/29/21	
		RMB:UNIFORM ALLOWANCE				NORDTROM RACK					
1245		07/21 AP		12/18/20	0395418	LADAGE, ZACH	94.54			01/29/21	
		RMB:UNIFORM ALLOWANCE				GALLS					
1245		07/21 AP		10/17/20	0395418	LADAGE, ZACH	133.49			01/29/21	
		RMB:UNIFORM ALLOWANCE				GALLS					
		ACCOUNT TOTAL						709.70	.00	709.70	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
1245		07/21 AP		01/25/21	0395413	CMRS-POC	1.15			01/29/21	
		POC#8031880-REPL.POSTAGE					10/19/20-01/25/21				
		ACCOUNT TOTAL						1.15	.00	1.15	
101-6613-433.85-01 UTILITIES / UTILITIES											
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	585.33			01/29/21	
		UTILITIES THRU 01/06/21									
		ACCOUNT TOTAL						585.33	.00	585.33	
101-6616-446.85-01 UTILITIES / UTILITIES											
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	9,474.17			01/29/21	
		UTILITIES THRU 01/06/21									
		ACCOUNT TOTAL						9,474.17	.00	9,474.17	
101-6623-423.85-01 UTILITIES / UTILITIES											
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	1,701.65			01/29/21	
		UTILITIES THRU 01/06/21									
		ACCOUNT TOTAL						1,701.65	.00	1,701.65	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1138		07/21 AP		01/13/21	0005401	FARMERS STATE BANK	10.94			02/03/21	
		CITY HALL DEPOSIT BOOKS									
		ACCOUNT TOTAL						10.94	.00	10.94	

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FUND 101 GENERAL FUND										
1245		07/21 AP		01/25/21	0395413	OPERATING SUPPLIES / POSTAGE CMRS-POC	286.20			01/29/21
						POC#8031880-REPL.POSTAGE 10/19/20-01/25/21				
						ACCOUNT TOTAL	286.20	.00	286.20	
1319		08/21 AP		02/01/21	0395473	PROFESSIONAL SERVICES / USGS RIVER GAUGE CENTURYLINK	59.51			02/10/21
						CEDAR RIVER GAUGE-JAN'21				
						ACCOUNT TOTAL	59.51	.00	59.51	
1245		07/21 AP		01/25/21	0395413	OPERATING SUPPLIES / OPERATING SUPPLIES CMRS-POC	41.20			01/29/21
						POC#8031880-REPL.POSTAGE 10/19/20-01/25/21				
						ACCOUNT TOTAL	41.20	.00	41.20	
1245		07/21 AP		01/06/21	0395412	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	1,331.46			01/29/21
						UTILITIES THRU 01/06/21				
						ACCOUNT TOTAL	1,331.46	.00	1,331.46	
						FUND TOTAL	79,923.91	15.32	79,908.59	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
1138		07/21 AP		01/27/21	0005389	INSURANCE / HEALTH INS. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	161.31			02/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	161.31	.00	161.31	
1245		07/21 AP		01/06/21	0395412	OPERATING SUPPLIES / FLOOD CONTROL CEDAR FALLS UTILITIES	116.91			01/29/21
						UTILITIES THRU 01/06/21				
						ACCOUNT TOTAL	116.91	.00	116.91	
1245		07/21 AP		01/25/21	0395413	OPERATING SUPPLIES / POSTAGE CMRS-POC	25.15			01/29/21
						POC#8031880-REPL.POSTAGE 10/19/20-01/25/21				

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 PROGRAM GM360L
 CITY OF CEDAR FALLS

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 206 STREET CONSTRUCTION FUND											
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE							continued				
ACCOUNT TOTAL							25.15	.00	25.15		
206-6637-436.85-01 UTILITIES / UTILITIES											
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	230.30			01/29/21	
UTILITIES THRU 01/06/21											
ACCOUNT TOTAL							230.30	.00	230.30		
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1245		07/21 AP		01/25/21	0395413	CMRS-POC	13.15			01/29/21	
POC#8031880-REPL.POSTAGE 10/19/20-01/25/21											
ACCOUNT TOTAL							13.15	.00	13.15		
206-6647-436.85-01 UTILITIES / UTILITIES											
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	729.09			01/29/21	
UTILITIES THRU 01/06/21											
ACCOUNT TOTAL							729.09	.00	729.09		
FUND TOTAL							1,275.91	.00	1,275.91		
FUND 215 HOSPITAL FUND											
FUND 216 POLICE BLOCK GRANT FUND											
FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE											
1245		07/21 AP		01/25/21	0037313	CMRS-POC	413.30			01/29/21	
POC#8031880-REPL.POSTAGE 10/19/20-01/25/21											
ACCOUNT TOTAL							413.30	.00	413.30		
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED											
1247		08/21 AP		02/01/21	0037317	BAUCH, JAMES C	617.00			01/29/21	
HAP_Prior D 022021											
1247		08/21 AP		02/01/21	0037367	RINNELS, DOUGLAS G.	253.00			01/29/21	
HAP_Wierck L 022021											
1247		08/21 AP		02/01/21	0037321	CHESTNUT, SHAWN	439.00			01/29/21	
HAP_Chestnut N 022021											
1247		08/21 AP		02/01/21	0037378	WEVERINK, TOM	1,150.00			01/29/21	
HAP_Archer A 022021											
1247		08/21 AP		02/01/21	0037378	WEVERINK, TOM	497.00			01/29/21	
HAP_Stewart J 022021											

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1247		08/21 AP		02/01/21	0037334	EXCEPTIONAL PERSONS, INC.	425.00			01/29/21
		HAP Easterling R 022021								
1247		08/21 AP		02/01/21	0037334	EXCEPTIONAL PERSONS, INC.	391.00			01/29/21
		HAP Nissen A 022021								
1247		08/21 AP		02/01/21	0037334	EXCEPTIONAL PERSONS, INC.	364.00			01/29/21
		HAP Poldberg J 022021								
1247		08/21 AP		02/01/21	0037334	EXCEPTIONAL PERSONS, INC.	427.00			01/29/21
		HAP Myers J 022021								
1247		08/21 AP		02/01/21	0037334	EXCEPTIONAL PERSONS, INC.	196.00			01/29/21
		HAP Anderson B 022021								
1247		08/21 AP		02/01/21	0037334	EXCEPTIONAL PERSONS, INC.	433.00			01/29/21
		HAP Blake M 022021								
1247		08/21 AP		02/01/21	0037341	GOLD FALLS VILLA	419.00			01/29/21
		HAP Jenkins D 022021								
1247		08/21 AP		02/01/21	0037341	GOLD FALLS VILLA	474.00			01/29/21
		HAP Shuman J 022021								
1247		08/21 AP		02/01/21	0037336	FORTSCH, ALEX E.	989.00			01/29/21
		HAP Guzzle T 022021								
1247		08/21 AP		02/01/21	0037377	WEVERINK, RANDY	99.00			01/29/21
		HAP Janssen M 022021								
1247		08/21 AP		02/01/21	0037377	WEVERINK, RANDY	725.00			01/29/21
		HAP Archer D 022021								
1247		08/21 AP		02/01/21	0037338	GEELAN, JOSEPH N.	372.00			01/29/21
		HAP Juhl A 022021								
1247		08/21 AP		02/01/21	0037338	GEELAN, JOSEPH N.	371.00			01/29/21
		HAP Becker T 022021								
1247		08/21 AP		02/01/21	0037323	CLARK ENTERPRISES LLC	520.00			01/29/21
		HAP Galvez Munguia 022021								
1247		08/21 AP		02/01/21	0037323	CLARK ENTERPRISES LLC	480.00			01/29/21
		HAP Hord B 022021								
1247		08/21 AP		02/01/21	0037323	CLARK ENTERPRISES LLC	177.00			01/29/21
		HAP Taylor T 022021								
1247		08/21 AP		02/01/21	0037323	CLARK ENTERPRISES LLC	181.00			01/29/21
		HAP Bachman K 022021								
1247		08/21 AP		02/01/21	0037342	GRAY, LEROY L. OR CAROLYN K.	249.00			01/29/21
		HAP Jenkins D 022021								
1247		08/21 AP		02/01/21	0037315	BARTELT PROPERTIES L.C.	437.00			01/29/21
		HAP Gebremedhin A 022021								
1247		08/21 AP		02/01/21	0037315	BARTELT PROPERTIES L.C.	689.00			01/29/21
		HAP Woodward C 022021								
1247		08/21 AP		02/01/21	0037315	BARTELT PROPERTIES L.C.	1,100.00			01/29/21
		HAP Avino G 022021								
1247		08/21 AP		02/01/21	0037331	EDGE MANAGEMENT GROUP, LLC	946.00			01/29/21
		HAP Gibson T 022021								
1247		08/21 AP		02/01/21	0037331	EDGE MANAGEMENT GROUP, LLC	850.00			01/29/21
		HAP Young C 022021								
1247		08/21 AP		02/01/21	0037326	COOK CO.HOUSING AUTHORITY	184.00			01/29/21
		HAP Goldstein K 022021								
1247		08/21 AP		02/01/21	0037365	PURDY PROPERTIES, LLC	680.00			01/29/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED									
						continued			
1247					HAP_Schmidt D 022021				
				08/21 AP 02/01/21	0037365 PURDY PROPERTIES, LLC	946.00			01/29/21
1247					HAP_Cummings A 022021				
				08/21 AP 02/01/21	0037365 PURDY PROPERTIES, LLC	631.00			01/29/21
1247					HAP_Leiss L 022021				
				08/21 AP 02/01/21	0037329 D & J PROPERTIES	503.00			01/29/21
1247					HAP_Grant F 022021				
				08/21 AP 02/01/21	0037329 D & J PROPERTIES	142.00			01/29/21
1247					HAP_Rogers S 022021				
				08/21 AP 02/01/21	0037329 D & J PROPERTIES	517.00			01/29/21
1247					HAP_Terry M 022021				
				08/21 AP 02/01/21	0037329 D & J PROPERTIES	303.00			01/29/21
1247					HAP_Bell M 022021				
				08/21 AP 02/01/21	0037329 D & J PROPERTIES	554.00			01/29/21
1247					HAP_Redd S 022021				
				08/21 AP 02/01/21	0037328 CV PROPERTIES, LLC	295.00			01/29/21
1247					HAP_Barr G 022021				
				08/21 AP 02/01/21	0037328 CV PROPERTIES, LLC	509.00			01/29/21
1247					HAP_Langel A 022021				
				08/21 AP 02/01/21	0037371 STANDARD FAMILY ASSIST.LIVING	221.00			01/29/21
1247					HAP_Refshauge T 022021				
				08/21 AP 02/01/21	0037319 CEDAR APARTMENTS LLC	195.00			01/29/21
1247					HAP_Becerra C 022021				
				08/21 AP 02/01/21	0037319 CEDAR APARTMENTS LLC	155.00			01/29/21
1247					HAP_Groskurth D 022021				
				08/21 AP 02/01/21	0037345 HAUS TO HOME INVESTMENTS	514.00			01/29/21
1247					HAP_Lehr B 022021				
				08/21 AP 02/01/21	0037355 KYLER, DEBRA K.	451.00			01/29/21
1247					HAP_Mussman C 022021				
				08/21 AP 02/01/21	0037369 SCHUERMAN PROPERTIES, LLC	895.00			01/29/21
1247					HAP_Boehmer R 022021				
				08/21 AP 02/01/21	0037369 SCHUERMAN PROPERTIES, LLC	823.00			01/29/21
1247					HAP_Jurries P 022021				
				08/21 AP 02/01/21	0037369 SCHUERMAN PROPERTIES, LLC	583.00			01/29/21
1247					HAP_Blake R 022021				
				08/21 AP 02/01/21	0037372 SWEETING, LARRY	922.00			01/29/21
1247					HAP_Schumacher D 022021				
				08/21 AP 02/01/21	0037374 THUNDER RIDGE SR.APARTMENTS L	391.00			01/29/21
1247					HAP_Lebahn B 022021				
				08/21 AP 02/01/21	0037374 THUNDER RIDGE SR.APARTMENTS L	212.00			01/29/21
1247					HAP_Martin H 022021				
				08/21 AP 02/01/21	0037374 THUNDER RIDGE SR.APARTMENTS L	401.00			01/29/21
1247					HAP_Strickland L 022021				
				08/21 AP 02/01/21	0037374 THUNDER RIDGE SR.APARTMENTS L	196.00			01/29/21
1247					HAP_Matthias L 022021				
				08/21 AP 02/01/21	0037374 THUNDER RIDGE SR.APARTMENTS L	467.00			01/29/21
1247					HAP_Hoth P 022021				
				08/21 AP 02/01/21	0037374 THUNDER RIDGE SR.APARTMENTS L	228.00			01/29/21
1247					HAP_Stock M 022021				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	412.00			01/29/21
		HAP_Stegen R 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	479.00			01/29/21
		HAP_Howe J 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	206.00			01/29/21
		HAP_Schlueter J 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	182.00			01/29/21
		HAP_Wray M 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	379.00			01/29/21
		HAP_Hayden J 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	142.00			01/29/21
		HAP_Youngberg L 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	410.00			01/29/21
		HAP_Greene L 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	70.00			01/29/21
		HAP_Brown J 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	298.00			01/29/21
		HAP_Shelton S 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	211.00			01/29/21
		HAP_Vognsen P 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	390.00			01/29/21
		HAP_Toms L 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	402.00			01/29/21
		HAP_Good S 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	155.00			01/29/21
		HAP_Garvis C 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	263.00			01/29/21
		HAP_Ford M 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	491.00			01/29/21
		HAP_Henning S 022021								
1247		08/21 AP		02/01/21	0037374	THUNDER RIDGE SR.APARTMENTS L	444.00			01/29/21
		HAP_Turner S 022021								
1247		08/21 AP		02/01/21	0037340	GLENN, MATTHEW	285.00			01/29/21
		HAP_Clayton R 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	259.00			01/29/21
		HAP_Aswegan J 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	238.00			01/29/21
		HAP_Havlik C 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	420.00			01/29/21
		HAP_Temple S 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	399.00			01/29/21
		HAP_Gordon Jr. T 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	461.00			01/29/21
		HAP_Redd A 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	292.00			01/29/21
		HAP_Mace T 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	428.00			01/29/21
		HAP_Smith T 022021								
1247		08/21 AP		02/01/21	0037375	VILLAGE I AT NINE23 APARTMENT	179.00			01/29/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	675.00			01/29/21
HAP_Vaughn S 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	686.00			01/29/21
HAP_Henderson D 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	466.00			01/29/21
HAP_Gilmore A 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	539.00			01/29/21
HAP_Nelson B 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	138.00			01/29/21
HAP_Fry S 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	261.00			01/29/21
HAP_Duesenberg J 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	662.00			01/29/21
HAP_Ford D 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	398.00			01/29/21
HAP_Ambrose A 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	400.00			01/29/21
HAP_Smith W 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	610.00			01/29/21
HAP_Aswegan S 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	497.00			01/29/21
HAP_Ducharme T 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	366.00			01/29/21
HAP_Prior L 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	45.00			01/29/21
HAP_Cameron J 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	610.00			01/29/21
HAP_Prior A 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	428.00			01/29/21
HAP_Clark T 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	327.00			01/29/21
HAP_Brandt D 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	428.00			01/29/21
HAP_Greene D 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	155.00			01/29/21
HAP_Moore D 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	678.00			01/29/21
HAP_Dixon S 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	216.00			01/29/21
HAP_Harper S 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	276.00			01/29/21
HAP_Bradley J 022021										
1247				08/21	AP 02/01/21 0037375	VILLAGE I AT NINE23 APARTMENT	260.00			01/29/21
HAP_Porter J 022021										
1247				08/21	AP 02/01/21 0037320	CEDAR FALLS UTILITIES-SEC.8	18.00			01/29/21
Henderson 9651433829										
1247				08/21	AP 02/01/21 0037320	CEDAR FALLS UTILITIES-SEC.8	27.00			01/29/21
Lindgren 5732705968										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	55.00			01/29/21
		Archer 9095290344								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	48.00			01/29/21
		Santiago-Lebron 873567879								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	154.00			01/29/21
		Bracelly 9823574708								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	46.00			01/29/21
		Boehmer 08276056267								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	28.00			01/29/21
		Avino 591464234								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	112.00			01/29/21
		Jones 6467907886								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	10.00			01/29/21
		Porter 1690351502								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	148.00			01/29/21
		Payne 5852275772								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	47.00			01/29/21
		Young 1995063175								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	91.00			01/29/21
		Jurries 7681775462								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	49.00			01/29/21
		Rule 9816666531								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	85.00			01/29/21
		Mulanax								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	100.00			01/29/21
		Johnson 4551323904								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	171.00			01/29/21
		Archer 7038175862								
1247		08/21 AP	02/01/21	0037320		CEDAR FALLS UTILITIES-SEC.8	100.00			01/29/21
		Forney 5525104763								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	453.00			01/29/21
		HAP_Bakel P 022021								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	414.00			01/29/21
		HAP_Graves D 022021								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	419.00			01/29/21
		HAP_Halterman A 022021								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	379.00			01/29/21
		HAP_Himes G 022021								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	230.00			01/29/21
		HAP_Stevens B 022021								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	426.00			01/29/21
		HAP_Weaver J 022021								
1247		08/21 AP	02/01/21	0037358		MALBEC PROPERTIES, LLC	401.00			01/29/21
		HAP_Hepker D 022021								
1247		08/21 AP	02/01/21	0037322		CHRISTOPHERSON RENTALS	472.00			01/29/21
		HAP_Gregory L 022021								
1247		08/21 AP	02/01/21	0037322		CHRISTOPHERSON RENTALS	666.00			01/29/21
		HAP_Ricks F 022021								
1247		08/21 AP	02/01/21	0037322		CHRISTOPHERSON RENTALS	385.00			01/29/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
					HAP Hoffert J 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	503.00			01/29/21
					HAP Williams L 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	385.00			01/29/21
					HAP Carlyle T 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	985.00			01/29/21
					HAP BRINER K 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	439.00			01/29/21
					HAP Sumerall T 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	429.00			01/29/21
					HAP Thoms A 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	481.00			01/29/21
					HAP Hunt M 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	646.00			01/29/21
					HAP Dyer A 022021					
1247		08/21 AP		02/01/21	0037322	CHRISTOPHERSON RENTALS	324.00			01/29/21
					HAP Schwaab A 022021					
1247		08/21 AP		02/01/21	0037360	MELICK, KENT L.	598.00			01/29/21
					HAP Drewelow D 022021					
1247		08/21 AP		02/01/21	0037364	PETERSEN, DANDEL	1,034.00			01/29/21
					HAP Brown S 022021					
1247		08/21 AP		02/01/21	0037361	MHP 2216 LINCOLN STREET, LLC	437.00			01/29/21
					HAP Cochran S 022021					
1247		08/21 AP		02/01/21	0037361	MHP 2216 LINCOLN STREET, LLC	576.00			01/29/21
					HAP Johnson T 022021					
1247		08/21 AP		02/01/21	0037361	MHP 2216 LINCOLN STREET, LLC	550.00			01/29/21
					HAP Jones T 022021					
1247		08/21 AP		02/01/21	0037361	MHP 2216 LINCOLN STREET, LLC	448.00			01/29/21
					HAP Malone S 022021					
1247		08/21 AP		02/01/21	0037361	MHP 2216 LINCOLN STREET, LLC	438.00			01/29/21
					HAP Wilder S 022021					
1247		08/21 AP		02/01/21	0037361	MHP 2216 LINCOLN STREET, LLC	550.00			01/29/21
					HAP Rule S 022021					
1247		08/21 AP		02/01/21	0037333	EPM IOWA	902.00			01/29/21
					HAP Nicholson K 022021					
1247		08/21 AP		02/01/21	0037333	EPM IOWA	1,373.00			01/29/21
					HAP Santiago-Lebro 022021					
1247		08/21 AP		02/01/21	0037333	EPM IOWA	738.00			01/29/21
					HAP Harkrider D 022021					
1247		08/21 AP		02/01/21	0037333	EPM IOWA	548.00			01/29/21
					HAP Thompson T 022021					
1247		08/21 AP		02/01/21	0037333	EPM IOWA	723.00			01/29/21
					HAP Frisch K 022021					
1247		08/21 AP		02/01/21	0037330	DC MANAGEMENT, LLC	531.00			01/29/21
					HAP White M 022021					
1247		08/21 AP		02/01/21	0037354	KROEMER, KRAIG	417.00			01/29/21
					HAP Currie L 022021					
1247		08/21 AP		02/01/21	0037357	LEGACY RESIDENTIAL	394.00			01/29/21
					HAP Jordan L 022021					

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED						continued				
1247		08/21 AP		02/01/21	0037314	ARENDS INVESTMENTS	272.00			01/29/21
		HAP_Wortham W 022021								
1247		08/21 AP		02/01/21	0037362	OWL INVESTMENTS, LLC	503.00			01/29/21
		HAP_Schroeder S 022021								
1247		08/21 AP		02/01/21	0037327	CRESCENT CONDOMINIUMS, LLC	430.00			01/29/21
		HAP_Lohr K 022021								
1247		08/21 AP		02/01/21	0037335	FERNHOLZ, KARI L.	1,220.00			01/29/21
		HAP_Carlton D 022021								
1247		08/21 AP		02/01/21	0037368	ROGERS, DERICK	831.00			01/29/21
		HAP_Sherwood J 022021								
1247		08/21 AP		02/01/21	0037350	KAI, BRENT	275.00			01/29/21
		HAP_Hamilton T 022021								
1247		08/21 AP		02/01/21	0037370	STAND FIRM PROPERTIES LLC	399.00			01/29/21
		HAP_Hodge G 022021								
1247		08/21 AP		02/01/21	0037380	WYMORE, LARRY R.	597.00			01/29/21
		HAP_MOPFETT J 022021								
1247		08/21 AP		02/01/21	0037379	WINGSB, LLC	104.00			01/29/21
		HAP_Spiers A 022021								
1247		08/21 AP		02/01/21	0037379	WINGSB, LLC	770.00			01/29/21
		HAP_Johnson A 022021								
1247		08/21 AP		02/01/21	0037349	JLL EXTENDED STAY INN	195.00			01/29/21
		HAP_Zanders D 022021								
1247		08/21 AP		02/01/21	0037349	JLL EXTENDED STAY INN	298.00			01/29/21
		HAP_Moore E 022021								
1247		08/21 AP		02/01/21	0037356	LARSEN RENTALS LLC	515.00			01/29/21
		HAP_Grisby C 022021								
1247		08/21 AP		02/01/21	0037356	LARSEN RENTALS LLC	507.00			01/29/21
		HAP_Boyd J 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	412.00			01/29/21
		HAP_Haug K 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	428.00			01/29/21
		HAP_Loffredo C 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	530.00			01/29/21
		HAP_Brown S 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	652.00			01/29/21
		HAP_Miller K 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	481.00			01/29/21
		HAP_Humphrey J 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	328.00			01/29/21
		HAP_Dzapo S 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	428.00			01/29/21
		HAP_Harken G 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	332.00			01/29/21
		HAP_Harmon A 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	339.00			01/29/21
		HAP_Wilson J 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	236.00			01/29/21
		HAP_King D 022021								
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	513.00			01/29/21

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED										
						continued				
					HAP Reams L 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	139.00			01/29/21
					HAP Rogers E 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	304.00			01/29/21
					HAP Sommerfelt C 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	391.00			01/29/21
					HAP Garrigus S 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	396.00			01/29/21
					HAP Cruise B 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	397.00			01/29/21
					HAP Billman D 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	388.00			01/29/21
					HAP Lam K 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	671.00			01/29/21
					HAP Mullins J 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	211.00			01/29/21
					HAP Hoodjer S 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	480.00			01/29/21
					HAP Wiedow C 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	529.00			01/29/21
					HAP O'dell J 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	375.00			01/29/21
					HAP OBrien N 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	434.00			01/29/21
					HAP Humphrey E 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	402.00			01/29/21
					HAP Harrenstein G 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	437.00			01/29/21
					HAP BALM D 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	181.00			01/29/21
					HAP Frazier T 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	518.00			01/29/21
					HAP Nielsen J 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	471.00			01/29/21
					HAP Wilson S 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	319.00			01/29/21
					HAP Saccento J 022021					
1247		08/21 AP		02/01/21	0037376	VILLAGE II AT NINE23 APARTMEN	705.00			01/29/21
					HAP Forney A 022021					
1247		08/21 AP		02/01/21	0037351	KLEIN, JULIE	152.00			01/29/21
					HAP Stover A 022021					
1247		08/21 AP		02/01/21	0037346	HOUSING AUTHORITY OF JOLIET	940.00			01/29/21
					HAP Wilson Q 022021					
1247		08/21 AP		02/01/21	0037347	HOWARD, BRAD	933.00			01/29/21
					HAP Thrower M 022021					
1247		08/21 AP		02/01/21	0037353	KREMER PROPERTIES LLC	810.00			01/29/21
					HAP Mulanax W 022021					
1247		08/21 AP		02/01/21	0037352	KRAAYENBRINK, RANDY L.	644.00			01/29/21
					HAP Maltas M 022021					

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED					continued				
1247		08/21 AP		02/01/21 0037352	KRAAYENBRINK, RANDY L.	150.00			01/29/21
		HAP Ewing J 022021							
1247		08/21 AP		02/01/21 0037343	HALVERSON, RHIANA	1,037.00			01/29/21
		HAP Atkins T 022021							
1247		08/21 AP		02/01/21 0037324	CMY PROPERTIES, LLC	289.00			01/29/21
		HAP Garcia K 022021							
1247		08/21 AP		02/01/21 0037325	CNC INVESTMENTS, LLC	948.00			01/29/21
		HAP Carrillo D 022021							
1247		08/21 AP		02/01/21 0037366	R & R RENTAL PROPERTIES, LLC	914.00			01/29/21
		HAP Gordon A 022021							
1247		08/21 AP		02/01/21 0037344	HANSON, KALEEN KIRCHNER	1,200.00			01/29/21
		HAP Payne I 022021							
1247		08/21 AP		02/01/21 0037363	PAULSON, JAMES	350.00			01/29/21
		HAP Topping R 022021							
1247		08/21 AP		02/01/21 0037363	PAULSON, JAMES	153.00			01/29/21
		HAP Gordon L 022021							
1247		08/21 AP		02/01/21 0037332	ELMCREST ESTATES, L.C.	565.00			01/29/21
		HAP Davis D 022021							
1247		08/21 AP		02/01/21 0037359	MCKERNAN, JAMES M.	725.00			01/29/21
		HAP Porter R 022021							
1247		08/21 AP		02/01/21 0037359	MCKERNAN, JAMES M.	407.00			01/29/21
		HAP Buchanan J 022021							
1247		08/21 AP		02/01/21 0037337	G P MANAGEMENT LLC	406.00			01/29/21
		HAP Wenzel J 022021							
1247		08/21 AP		02/01/21 0037373	T.J.J.C. L.L.C.	201.00			01/29/21
		HAP Hornback K 022021							
1247		08/21 AP		02/01/21 0037373	T.J.J.C. L.L.C.	650.00			01/29/21
		HAP Bracelly J 022021							
1247		08/21 AP		02/01/21 0037373	T.J.J.C. L.L.C.	282.00			01/29/21
		HAP Dornbrock M 022021							
1247		08/21 AP		02/01/21 0037339	GERDES III, BENJAMIN P.	283.00			01/29/21
		HAP Alessi S 022021							
1247		08/21 AP		02/01/21 0037339	GERDES III, BENJAMIN P.	700.00			01/29/21
		HAP Lindgren T 022021							
1247		08/21 AP		02/01/21 0037339	GERDES III, BENJAMIN P.	603.00			01/29/21
		HAP Beaman D 022021							
1247		08/21 AP		02/01/21 0037339	GERDES III, BENJAMIN P.	618.00			01/29/21
		HAP Sherwood D 022021							
1247		08/21 AP		02/01/21 0037339	GERDES III, BENJAMIN P.	824.00			01/29/21
		HAP Apfel A 022021							
1247		08/21 AP		02/01/21 0037348	J & A PROPERTIES	796.00			01/29/21
		HAP Bailey N 022021							
1247		08/21 AP		02/01/21 0037316	BARTELT RENTALS L.C.	788.00			01/29/21
		HAP Woods N 022021							
1247		08/21 AP		02/01/21 0037316	BARTELT RENTALS L.C.	475.00			01/29/21
		HAP Luck J 022021							
1247		08/21 AP		02/01/21 0037318	C & H HOLDINGS LLC	551.00			01/29/21
		HAP Ross S 022021							
1319		08/21 AP		02/01/21 0037382	VILLAGE I AT NINE23 APARTMENT	577.00			02/10/21

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FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED continued										
FEB.HAP-HERNANDEZ-SERRANO MISSED RENEWAL DATE										
ACCOUNT TOTAL							100,501.00	.00	100,501.00	
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
1247		08/21 AP		02/01/21	0037326	COOK CO.HOUSING AUTHORITY	34.16			01/29/21
		AF_Goldstein K		022021						
1247		08/21 AP		02/01/21	0037346	HOUSING AUTHORITY OF JOLIET	37.70			01/29/21
		AF_Wilson Q		022021						
ACCOUNT TOTAL							71.86	.00	71.86	
FUND TOTAL							100,986.16	.00	100,986.16	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE										
1245		07/21 AP		01/25/21	0004618	CMRS-POC	8.51			01/29/21
		POC#8031880-REPL.POSTAGE		10/19/20-01/25/21						
ACCOUNT TOTAL							8.51	.00	8.51	
223-2224-432.88-15 OUTSIDE AGENCIES / WLOO/CF SALVATION ARMY										
1282		08/21 AP		01/27/21	0004620	SALVATION ARMY, THE	6,405.09			02/04/21
		CDBG 1ST & 2ND QTR. FY21								
ACCOUNT TOTAL							6,405.09	.00	6,405.09	
FUND TOTAL							6,413.60	.00	6,413.60	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1245		07/21 AP		01/25/21	0395413	CMRS-POC	35.95			01/29/21
		POC#8031880-REPL.POSTAGE		10/19/20-01/25/21						
1138		07/21 AP		01/13/21	0005401	FARMERS STATE BANK	10.94			02/03/21
		CITY HALL DEPOSIT BOOKS								
1138		07/21 AP		01/04/21	0005417	PROFESSIONAL SOLUTIONS	2.63			02/03/21
		DECEMBER CREDIT CARD FEES								
ACCOUNT TOTAL							49.52	.00	49.52	

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 CITY OF CEDAR FALLS

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 254 CABLE TV FUND									
254-1088-431	189-18	MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING							
1319		08/21	AP	02/09/21	0395472	BENSON, ERIC	85.00		02/10/21
		PROJECT#:			759	CF BOYS BB-DBQ WAHLERT			
		PROJECT#:			759	CAMERA OPERATOR			
1319		08/21	AP	02/09/21	0395480	SURMA, JOSEPH EDWARD	85.00		02/10/21
		PROJECT#:			759	CF BOYS BB-DBQ WAHLERT			
		PROJECT#:			759	CAMERA OPERATOR			
1319		08/21	AP	02/09/21	0395479	STOW, CHRISTIAN	85.00		02/10/21
		PROJECT#:			759	CF BOYS BB-DBQ WAHLERT			
		PROJECT#:			759	CAMERA OPERATOR			
1319		08/21	AP	02/09/21	0395474	DEWITT, JASON	85.00		02/10/21
		PROJECT#:			759	CF BOYS BB-DBQ WAHLERT			
		PROJECT#:			759	CAMERA OPERATOR			
1319		08/21	AP	02/09/21	0395478	SIMPSON, MARK	120.00		02/10/21
		PROJECT#:			759	CF BOYS BB-DBQ WAHLERT			
		PROJECT#:			759	ANNOUNCER			
1319		08/21	AP	02/09/21	0395475	LONGNECKER, JEREMIAH	100.00		02/10/21
		PROJECT#:			759	CF BOYS BB-DBQ WAHLERT			
		PROJECT#:			759	ANNOUNCER			
1282		08/21	AP	02/02/21	0395462	SIMPSON, MARK	120.00		02/04/21
		PROJECT#:			759	CF GIRLS BB-LINN-MAR			
		PROJECT#:			759	ANNOUNCER			
1282		08/21	AP	02/02/21	0395458	LONGNECKER, JEREMIAH	100.00		02/04/21
		PROJECT#:			759	CF GIRLS BB-LINN-MAR			
		PROJECT#:			759	ANNOUNCER			
1282		08/21	AP	02/02/21	0395456	DEWITT, JASON	85.00		02/04/21
		PROJECT#:			759	CF GIRLS BB-LINN-MAR			
		PROJECT#:			759	CAMERA OPERATOR			
1282		08/21	AP	02/02/21	0395464	STOW, CHRISTIAN	85.00		02/04/21
		PROJECT#:			759	CF GIRLS BB-LINN-MAR			
		PROJECT#:			759	CAMERA OPERATOR			
1282		08/21	AP	02/02/21	0395465	THORN, KEVIN	85.00		02/04/21
		PROJECT#:			759	CF GIRLS BB-LINN-MAR			
		PROJECT#:			759	CAMERA OPERATOR			
1261		08/21	AP	01/30/21	0395423	DEWITT, JASON	160.00		02/02/21
		PROJECT#:			756	UNI WRESTLING-OKLAHOMA ST			
		PROJECT#:			756	CAMERA OPERATOR			
1261		08/21	AP	01/30/21	0395424	STOW, CHRISTIAN	160.00		02/02/21
		PROJECT#:			756	UNI WRESTLING-OKLAHOMA ST			
		PROJECT#:			756	CAMERA OPERATOR			
1261		08/21	AP	01/30/21	0395421	BENSON, ERIC	160.00		02/02/21
		PROJECT#:			756	UNI WRESTLING-OKLAHOMA ST			
		PROJECT#:			756	CAMERA OPERATOR			
1261		08/21	AP	01/30/21	0395425	THORN, KEVIN	160.00		02/02/21
		PROJECT#:			756	UNI WRESTLING-OKLAHOMA ST			
		PROJECT#:			756	CAMERA OPERATOR			
ACCOUNT TOTAL							1,675.00	.00	1,675.00

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GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
						FUND TOTAL	1,724.52	.00	1,724.52
FUND 258 PARKING FUND									
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1138		07/21	AP	01/13/21	0005401	FARMERS STATE BANK	43.77		02/03/21
						CITY HALL DEPOSIT BOOKS			
						ACCOUNT TOTAL	43.77	.00	43.77
258-5531-435.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1138		07/21	AP	01/04/21	0005413	PROFESSIONAL SOLUTIONS	222.70		02/03/21
						DECEMBER CREDIT CARD FEES			
1138		07/21	AP	01/04/21	0005414	PROFESSIONAL SOLUTIONS	6.95		02/03/21
						DECEMBER CREDIT CARD FEES			
1138		07/21	AP	01/04/21	0005415	PROFESSIONAL SOLUTIONS	148.02		02/03/21
						DECEMBER CREDIT CARD FEES			
1138		07/21	AP	01/04/21	0005417	PROFESSIONAL SOLUTIONS	4.39		02/03/21
						DECEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	382.06	.00	382.06
258-5531-435.72-99						OPERATING SUPPLIES / POSTAGE			
1245		07/21	AP	01/25/21	0395413	CMRS-POC	29.15		01/29/21
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	29.15	.00	29.15
						FUND TOTAL	454.98	.00	454.98
FUND 261 TOURISM & VISITORS									
261-2291-423.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1138		07/21	AP	01/27/21	0005389	ADVANTAGE ADMIN-SECT.105	100.00		02/03/21
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	100.00	.00	100.00
261-2291-423.72-99						OPERATING SUPPLIES / POSTAGE			
1245		07/21	AP	01/25/21	0395413	CMRS-POC	249.71		01/29/21
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	249.71	.00	249.71
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP									

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FUND 261 TOURISM & VISITORS										
261-2291-1138	423.73-57	OTHER SUPPLIES / GIFT SHOP								
	07/21 AP	01/04/21	0005419			PROFESSIONAL SOLUTIONS	22.37			02/03/21
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	22.37	.00	22.37	
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
261-2291-1138	07/21 AP	01/08/21	0005406			IOWA DEPT.OF REVENUE VISITOR & TOURISM	27.44			02/03/21
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	27.44	.00	27.44	
						FUND TOTAL	399.52	.00	399.52	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-1191	423.85-01	UTILITIES / UTILITIES								
	08/21 AP	01/05/21	0395434			CEDAR FALLS UTILITIES	790.81			01/29/21
						COMMUNITY CNTER UTILITIES				
						ACCOUNT TOTAL	790.81	.00	790.81	
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
262-1092-1141	08/21 AP	01/11/21	0395437			CITY LAUNDERING CO.	8.50			01/29/21
						COMM. CENTER MAT SERVICE				
						ACCOUNT TOTAL	8.50	.00	8.50	
						FUND TOTAL	799.31	.00	799.31	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
292-5521-1138	415.54-01	WORKERS COMP / POLICE WORKERS COMP								
	07/21 AP	01/19/21	0005394			EMC RISK SERVICES, LLC	225.00			02/03/21
						WORKER COMP-POLICE ADMIN				
1138	07/21 AP	01/19/21	0005394			EMC RISK SERVICES, LLC	36,030.34			02/03/21
						WORKER COMP-POLICE CLAIM				
1138	07/21 AP	01/19/21	0005394			EMC RISK SERVICES, LLC		21,388.05		02/03/21
						WORKER COMP-SPECIAL BURKHARDT				
1138	07/21 AP	01/19/21	0005394			EMC RISK SERVICES, LLC		9,437.51		02/03/21
						WORKER COMP-SPECIAL BURKHARDT				
						ACCOUNT TOTAL	36,255.34	30,825.56	5,429.78	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 292 POLICE RETIREMENT FUND											
FUND TOTAL							36,255.34	30,825.56	5,429.78		
FUND 293 FIRE RETIREMENT FUND											
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP											
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC WORKER COMP-FIRE CLAIM	1,120.73			02/03/21	
ACCOUNT TOTAL							1,120.73	.00	1,120.73		
FUND TOTAL							1,120.73	.00	1,120.73		
FUND 294 LIBRARY RESERVE											
FUND 295 SOFTBALL PLAYER CAPITAL											
FUND 296 GOLF CAPITAL											
FUND 297 REC FACILITIES CAPITAL											
FUND 298 HEARST CAPITAL											
FUND 311 DEBT SERVICE FUND											
FUND 402 WASHINGTON PARK FUND											
FUND 404 FEMA											
404-1220-431.92-37 STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS											
1245		07/21 AP		01/25/21	0395413	CMRS-POC	107.50			01/29/21	
POC#8031880-REPL.POSTAGE											10/19/20-01/25/21
PROJECT#: 012017											
ACCOUNT TOTAL							107.50	.00	107.50		
FUND TOTAL							107.50	.00	107.50		
FUND 405 FLOOD RESERVE FUND											
FUND 407 VISION IOWA PROJECT											
FUND 408 STREET IMPROVEMENT FUND											
FUND 430 2004 TIF BOND											
FUND 431 2014 BOND											
FUND 432 2003 BOND											
FUND 433 2001 TIF											
FUND 434 2000 BOND											
FUND 435 1999 TIF											
FUND 436 2012 BOND											
FUND 437 2018 BOND											
FUND 438 2020 BOND FUND											

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-03						CAPITAL PROJECTS / MISCELLANEOUS				
1282		08/21 AP		02/01/21	0395466	WESTERN HOME COMMUNITIES	127,995.69			02/04/21
						3193-WESTERN HOME 9TH ADD				
						FINAL ESCROW PMT & INT				
PROJECT#:						023193				
ACCOUNT TOTAL							127,995.69	.00	127,995.69	
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	206.37			01/29/21
						UTILITIES THRU 01/06/21				
ACCOUNT TOTAL							206.37	.00	206.37	
FUND TOTAL							128,202.06	.00	128,202.06	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-0000-213.00-00						CURRENT LIABILITY / SALES TAX PAYABLE				
1138		07/21 AP		01/08/21	0005406	IOWA DEPT.OF REVENUE	286.70			02/03/21
						SEMI MONTHLY SALES TAX				
						COMMERCIAL GARBAGE A/R				
ACCOUNT TOTAL							286.70	.00	286.70	
551-6675-436.72-99 OPERATING SUPPLIES / POSTAGE										
1245		07/21 AP		01/25/21	0395413	CMRS-POC	81.17			01/29/21
						POC#8031880-REPL.POSTAGE				
						10/19/20-01/25/21				
ACCOUNT TOTAL							81.17	.00	81.17	
551-6685-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
1138		07/21 AP		01/13/21	0005387	ADVANTAGE ADMIN-SECT.105	204.71			02/03/21
						HEALTH INS. REIMBURSEMENT				
ACCOUNT TOTAL							204.71	.00	204.71	

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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									
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1138		07/21 AP		01/04/21	0005422	PROFESSIONAL SOLUTIONS	406.12		02/03/21
						DECEMBER CREDIT CARD FEES			
1138		07/21 AP		01/04/21	0005417	PROFESSIONAL SOLUTIONS	20.26		02/03/21
						DECEMBER CREDIT CARD FEES			
						ACCOUNT TOTAL	426.38	.00	426.38
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE									
1245		07/21 AP		01/25/21	0395413	CMRS-POC	263.30		01/29/21
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	263.30	.00	263.30
551-6685-436.85-01 UTILITIES / UTILITIES									
1245		07/21 AP		01/06/21	0395412	CEDAR FALLS UTILITIES	1,507.60		01/29/21
						UTILITIES THRU 01/06/21			
						ACCOUNT TOTAL	1,507.60	.00	1,507.60
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1290		08/21 AP		01/31/21	0395467	BLACK HAWK CO.LANDFILL	17,818.97		02/08/21
						LANDFILL SRV:1/16-1/31/21			
						ACCOUNT TOTAL	17,818.97	.00	17,818.97
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX									
1138		07/21 AP		01/22/21	0005408	IOWA DEPT.OF REVENUE	75.30		02/03/21
						SEMI MONTHLY SALES TAX			COMMERCIAL GARBAGE
1138		07/21 AP		01/08/21	0005406	IOWA DEPT.OF REVENUE	74.43		02/03/21
						SEMI MONTHLY SALES TAX			COMMERCIAL GARBAGE
						ACCOUNT TOTAL	149.73	.00	149.73
						FUND TOTAL	20,738.56	.00	20,738.56
FUND 552 SEWER RENTAL FUND									
552-6655-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
1138		07/21 AP		01/06/21	0005386	ADVANTAGE ADMIN-SECT.105	136.32		02/03/21
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	136.32	.00	136.32

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FUND 552 SEWER RENTAL FUND										
552-6655-1138	436.71-01	07/21 AP		01/04/21	0005417	OFFICE SUPPLIES / OFFICE SUPPLIES PROFESSIONAL SOLUTIONS	12.86			02/03/21
						DECEMBER CREDIT CARD FEES				
						ACCOUNT TOTAL	12.86	.00	12.86	
552-6655-436.72-99 OPERATING SUPPLIES / POSTAGE										
552-6655-1245	07/21 AP	01/25/21		0395413		CMRS-POC	22.00			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	22.00	.00	22.00	
552-6655-436.85-01 UTILITIES / UTILITIES										
552-6655-1245	07/21 AP	01/06/21		0395412		CEDAR FALLS UTILITIES	7,679.37			01/29/21
						UTILITIES THRU 01/06/21				
						ACCOUNT TOTAL	7,679.37	.00	7,679.37	
552-6665-436.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
552-6665-1138	07/21 AP	01/13/21		0005387		ADVANTAGE ADMIN-SECT.105	121.80			02/03/21
						HEALTH INS. REIMBURSEMENT				
						ACCOUNT TOTAL	121.80	.00	121.80	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
552-6665-1245	07/21 AP	01/25/21		0395413		CMRS-POC	73.15			01/29/21
						POC#8031880-REPL.POSTAGE				10/19/20-01/25/21
						ACCOUNT TOTAL	73.15	.00	73.15	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
552-6665-1290	08/21 AP	01/31/21		0395467		BLACK HAWK CO.LANDFILL	49.86			02/08/21
						LANDFILL SRV:1/16-1/31/21				
						ACCOUNT TOTAL	49.86	.00	49.86	
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
552-6665-1138	07/21 AP	01/22/21		0005408		IOWA DEPT.OF REVENUE	1,469.14			02/03/21
						SEMI MONTHLY SALES TAX				COMMERCIAL SEWER
552-6665-1138	07/21 AP	01/08/21		0005406		IOWA DEPT.OF REVENUE	5,797.79			02/03/21
						SEMI MONTHLY SALES TAX				COMMERCIAL SEWER
						ACCOUNT TOTAL	7,266.93	.00	7,266.93	

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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									
						FUND TOTAL	15,362.29	.00	15,362.29
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			01/29/21
1245		07/21	AP	01/25/21	0395413	CMRS-POC	7.50		
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	7.50	.00	7.50
						FUND TOTAL	7.50	.00	7.50
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			01/29/21
1245		07/21	AP	01/25/21	0395413	CMRS-POC	71.30		
						POC#8031880-REPL.POSTAGE			10/19/20-01/25/21
						ACCOUNT TOTAL	71.30	.00	71.30
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1319		08/21	AP	02/01/21	0395473	CENTURYLINK	53.85		02/10/21
						CITY PHONE SERV.-FEB'21			
1319		08/21	AP	02/01/21	0395473	CENTURYLINK	68.51		02/10/21
						CITY PHONE SERV.-FEB'21			
1261		08/21	AP	01/19/21	0395428	VERIZON WIRELESS	1,161.19		02/02/21
						WIRELESS SRV:1/20-2/19/21			
1261		08/21	AP	01/06/21	0395427	U.S. CELLULAR	2,476.08		02/02/21
						WIRELESS SRV:1/6-2/5/21			
						ACCOUNT TOTAL	3,759.63	.00	3,759.63
						FUND TOTAL	3,830.93	.00	3,830.93
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE			
1138		07/21	AP	01/29/21	0005435	WELLMARK IOWA	97,879.14		02/03/21
						HEALTH CLAIMS PROCESSING			
1138		07/21	AP	01/27/21	0005389	ADVANTAGE ADMIN-SECT.105	37.08		02/03/21
						HEALTH INS. REIMBURSEMENT			
1138		07/21	AP	01/25/21	0005399	EXPRESS SCRIPTS, INC.	13,552.65		02/03/21
						RX CLAIMS PROCESSING			
1138		07/21	AP	01/22/21	0005434	WELLMARK IOWA	28,235.73		02/03/21
						HEALTH CLAIMS PROCESSING			

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FUND 680 HEALTH INSURANCE FUND											
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued					
1138		07/21 AP		01/20/21	0005388	ADVANTAGE ADMIN-SECT.105	495.05			02/03/21	
		HEALTH INS. REIMBURSEMENT									
1138		07/21 AP		01/19/21	0005398	EXPRESS SCRIPTS, INC.	23,768.77			02/03/21	
		RX CLAIMS PROCESSING									
1138		07/21 AP		01/15/21	0005433	WELLMARK IOWA	43,685.16			02/03/21	
		HEALTH CLAIMS PROCESSING									
1138		07/21 AP		01/13/21	0005387	ADVANTAGE ADMIN-SECT.105	10.03			02/03/21	
		HEALTH INS. REIMBURSEMENT									
1138		07/21 AP		01/11/21	0005397	EXPRESS SCRIPTS, INC.	31,275.72			02/03/21	
		RX CLAIMS PROCESSING									
1138		07/21 AP		01/04/21	0005396	EXPRESS SCRIPTS, INC.	10,919.80			02/03/21	
		RX CLAIMS PROCESSING									
1282		08/21 AP		12/14/20	0395457	IA INDIV.HEALTH BENEFIT REINS	3,347.00			02/04/21	
		HEALTH BENE.ASSESS.-FY17									
		ACCOUNT TOTAL						253,206.13	.00		253,206.13
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE											
1138		07/21 AP		01/04/21	0005393	DELTA DENTAL OF IOWA	7,031.86			02/03/21	
		JANUARY 2021 DENTAL									
		ACCOUNT TOTAL						7,031.86	.00		7,031.86
		FUND TOTAL						260,237.99	.00		260,237.99
FUND 681 HEALTH SEVERANCE											
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS											
1319		08/21 AP		02/09/21	0395481	WINTERBERG, PATSY	486.00			02/10/21	
		RMB:JAN-MAR'21 HEALTH SEV									
1319		08/21 AP		02/09/21	0395481	WINTERBERG, PATSY	564.90			02/10/21	
		RMB:JAN-MAR'21 HEALTH SEV									
1319		08/21 AP		02/09/21	0395477	RYAN, MARTIN	401.02			02/10/21	
		RMB:JAN-MAR'21 HEALTH SEV									
1319		08/21 AP		02/09/21	0395477	RYAN, MARTIN	449.40			02/10/21	
		RMB:FEB-APR'21 HEALTH SEV									
1290		08/21 AP		02/05/21	0395470	REGENOLD, SHARON K.	214.34			02/08/21	
		RMB:DEC.2020 HEALTH SEV.									
1282		08/21 AP		02/03/21	0395459	LUX, JOSH	106.97			02/04/21	
		RMB:HEALTH SEV.1/2 JAN'21									
1282		08/21 AP		02/03/21	0395459	LUX, JOSH	106.97			02/04/21	
		RMB:HEALTH SEV.1/2 JAN'21									
		ACCOUNT TOTAL						2,329.60	.00		2,329.60
		FUND TOTAL						2,329.60	.00		2,329.60

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
FUND 686 PAYROLL FUND								
686-0000-222.01-00					PAYROLL LIABILITY / FEDERAL TAXES			
1138		07/21	AP	01/29/21	0005429 UNITED STATES TREASURY	65,556.35		02/03/21
					FEDERAL WITHHOLDING TAX 01/29/21 PAYROLL			
1138		07/21	AP	01/19/21	0005428 UNITED STATES TREASURY	66,406.83		02/03/21
					FEDERAL WITHHOLDING TAX 01/15/21 PAYROLL			
1138		07/21	AP	01/04/21	0005427 UNITED STATES TREASURY	66,944.59		02/03/21
					FEDERAL WITHHOLDING TAX 12/31/20 PAYROLL			
ACCOUNT TOTAL						198,907.77	.00	198,907.77
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING								
1138		07/21	AP	01/15/21	0005407 IOWA DEPT.OF REVENUE	27,798.25		02/03/21
					STATE WITHHOLDING TAX 01/15/21 PAYROLL			
ACCOUNT TOTAL						27,798.25	.00	27,798.25
686-0000-222.03-00 PAYROLL LIABILITY / FICA								
1138		07/21	AP	01/29/21	0005429 UNITED STATES TREASURY	74,186.46		02/03/21
					SS & MQGE/MEDICARE TAX 01/29/21 PAYROLL			
1138		07/21	AP	01/19/21	0005428 UNITED STATES TREASURY	73,459.72		02/03/21
					SS & MQGE/MEDICARE TAX 01/15/21 PAYROLL			
1138		07/21	AP	01/04/21	0005427 UNITED STATES TREASURY	70,764.30		02/03/21
					SS & MQGE/MEDICARE TAX 12/31/20 PAYROLL			
ACCOUNT TOTAL						218,410.48	.00	218,410.48
686-0000-222.04-00 PAYROLL LIABILITY / IPERS								
1138		07/21	AP	01/05/21	0005405 I.P.E.R.S.	205,800.92		02/03/21
					IPERS DECEMBER 2020			
ACCOUNT TOTAL						205,800.92	.00	205,800.92
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE								
1138		07/21	AP	01/29/21	0005411 ISOLVED BENEFIT SERVICES, INC	5,723.99		02/03/21
					CAFETERIA PLAN 01/29/21 PAYROLL			
1138		07/21	AP	01/28/21	0005411 ISOLVED BENEFIT SERVICES, INC		15.38	02/03/21
					CAFETERIA REFUND R.STENSLAND 01/29/21 PR			
1138		07/21	AP	01/27/21	0005432 VOYA FINANCIAL	9,145.00		02/03/21
					EMPLOYEE 457 CONTRIBUTION 01/29/21 PAYROLL			
1138		07/21	AP	01/19/21	0005391 COLLECTION SERVICES CENTER	1,012.90		02/03/21
					CHILD SUPPORT PAYMENTS 01/15/21 PAYROLL			
1138		07/21	AP	01/15/21	0005410 ISOLVED BENEFIT SERVICES, INC	6,316.30		02/03/21
					CAFETERIA PLAN 01/15/21 PAYROLL			
1138		07/21	AP	01/13/21	0005431 VOYA FINANCIAL	9,145.00		02/03/21

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FUND 686 PAYROLL FUND									
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE						continued			
						EMPLOYEE 457 CONTRIBUTION			01/15/21 PAYROLL
1138		07/21 AP		01/04/21	0005390	COLLECTION SERVICES CENTER	1,012.90		02/03/21
						CHILD SUPPORT PAYMENTS			12/31/20 PAYROLL
						ACCOUNT TOTAL	32,356.09	15.38	32,340.71
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT									
1138		07/21 AP		01/07/21	0005412	MUNICIPAL FIRE & POLICE RETIR	229,010.19		02/03/21
						MFRSI RETIREMENT			
						ACCOUNT TOTAL	229,010.19	.00	229,010.19
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES									
1138		07/21 AP		01/29/21	0005409	IOWA WORKFORCE DEVELOPMENT	17,306.70		02/03/21
						RMB:BENEFIT THRU 12/31/20			
						ACCOUNT TOTAL	17,306.70	.00	17,306.70
						FUND TOTAL	929,590.40	15.38	929,575.02
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1138		07/21 AP		01/26/21	0005395	EMC RISK SERVICES, LLC	7,642.81		02/03/21
						WORKER COMP-FUND REQUEST			TEGTMEIER
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC	8,026.23		02/03/21
						WORKER COMP CLAIM			
						ACCOUNT TOTAL	15,669.04	.00	15,669.04
						FUND TOTAL	15,669.04	.00	15,669.04
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
1282		08/21 AP		02/01/21	0395460	MADISON NATIONAL LIFE INS.CO.	3,952.33		02/04/21
						LTD - FEBRUARY 2021			
						ACCOUNT TOTAL	3,952.33	.00	3,952.33
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1282		08/21 AP		02/01/21	0395463	STANDARD INSURANCE COMPANY	3,490.37		02/04/21
						GROUP LIFE AD/D-FEB'21			
						ACCOUNT TOTAL	3,490.37	.00	3,490.37

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FUND 688 LTD INSURANCE FUND										
					FUND TOTAL		7,442.70	.00	7,442.70	
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05					INSURANCE / LIABILITY	INSURANCE				
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC	735.00			02/03/21
					LIABILITY ADMIN FEES					
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC	36,985.54			02/03/21
					LIABILITY CLAIM					
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC	5,694.00			02/03/21
					LIABILITY CLAIM-SPECIAL	IAFF				
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC		29,006.50		02/03/21
					LIABILITY CLAIM-SPECIAL	IAFF				
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC		6,842.24		02/03/21
					LIABILITY CLAIM-SPECIAL	BRANDT				
1138		07/21 AP		01/19/21	0005394	EMC RISK SERVICES, LLC	10,000.00			02/03/21
					DECEMBER DEPOSIT	POSTING ERROR				
					ACCOUNT TOTAL		53,414.54	35,848.74	17,565.80	
					FUND TOTAL		53,414.54	35,848.74	17,565.80	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
					GRAND TOTAL		1,666,287.09	66,705.00	1,599,582.09	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	70.19		02/11/21
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	20.03		02/11/21
						#9 WINDOW ENVELOPES			
						COPY PAPER			
						ACCOUNT TOTAL	90.22	.00	90.22
101-1008-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1292		08/21 AP		02/08/21	0000000	IMFOA	20.00		02/11/21
1292		08/21 AP		02/08/21	0000000	IMFOA	50.00		02/11/21
						MEMBERSHIP-K KERR			2021-2022
						MEMBERSHIP-J DANIELSON			2021-2022
						ACCOUNT TOTAL	70.00	.00	70.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	9.35		02/11/21
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	3.57		02/11/21
						#9 WINDOW ENVELOPES			
						COPY PAPER			
						ACCOUNT TOTAL	12.92	.00	12.92
101-1026-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1292		08/21 AP		02/08/21	0000000	IMFOA	20.00		02/11/21
						MEMBERSHIP-J RODENBECK			2021-2022
						ACCOUNT TOTAL	20.00	.00	20.00
101-1026-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1292		08/21 AP		02/04/21	0000000	GROW CEDAR VALLEY	75.00		02/11/21
						LEADERCAST WOMEN TICKET			2021 RODENBECK
						ACCOUNT TOTAL	75.00	.00	75.00
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	140.30		02/11/21
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	48.61		02/11/21
						#9 WINDOW ENVELOPES			
						COPY PAPER			
						ACCOUNT TOTAL	188.91	.00	188.91

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1028-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES			
1292		08/21 AP		02/05/21	0000000	CEDAR VALLEY SAVER, INC.	75.00		02/11/21
						JOB AD:CIVIL CAD TECH			
						2/4/21 DISPLAY AD,WEB AD			
1292		08/21 AP		02/05/21	0000000	CEDAR VALLEY SAVER, INC.	75.00		02/11/21
						JOB AD:REC/AQUATIC			
						2/4/21 DISPLAY AD,WEB AD			
1292		08/21 AP		01/31/21	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/11/21
						COURIER			
1292		08/21 AP		01/31/21	0000000	COURIER COMMUNICATIONS-ADVERT	274.00		02/11/21
						ONLINE			
1292		08/21 AP		01/26/21	0000000	COURIER COMMUNICATIONS-ADVERT	39.00		02/11/21
						SEARCH BOOST			
						ONLINE			
1292		08/21 AP		01/24/21	0000000	COURIER COMMUNICATIONS-ADVERT	51.50		02/11/21
						JOB AD:SUMMER REC CENTER			
1263		08/21 AP		01/20/21	0136369	US BANK	325.00		02/03/21
						AMERICAN PUBLIC WORKS			
						JOB AD:CIVIL CAD TECH			
1263		08/21 AP		01/20/21	0136369	US BANK	295.00		02/03/21
						ASCE CAREER CENTER			
						JOB AD:CIVIL CAD TECH			
1292		08/21 AP		01/19/21	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/11/21
						JOB AD:CIVIC CAD TECH			
						PULSE			
1292		08/21 AP		01/17/21	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/11/21
						JOB AD:CIVIC CAD TECH			
						COURIER			
1292		08/21 AP		01/12/21	0000000	COURIER COMMUNICATIONS-ADVERT	49.00		02/11/21
						JOB AD:CIVIC CAD TECH			
						PULSE			
1292		08/21 AP		01/10/21	0000000	COURIER COMMUNICATIONS-ADVERT	50.00		02/11/21
						JOB AD:CIVIC CAD TECH			
						ONLINE			
1292		08/21 AP		01/10/21	0000000	COURIER COMMUNICATIONS-ADVERT	20.00		02/11/21
						JOB AD:CIVIC CAD TECH			
						COURIER			
1292		08/21 AP		01/03/21	0000000	COURIER COMMUNICATIONS-ADVERT	67.50		02/11/21
						JOB AD:CIVIL CAD TECH			
						COURIER			
1292		08/21 AP		01/03/21	0000000	COURIER COMMUNICATIONS-ADVERT	467.00		02/11/21
						30K IMPRESSIONS			
						ONLINE			
1292		08/21 AP		12/29/20	0000000	COURIER COMMUNICATIONS-ADVERT	22.50		02/11/21
						JOB AD:CIVIL CAD TECH			
						PULSE			
1263		08/21 AP		12/24/20	0136369	US BANK	400.00		02/03/21
						AMERICAN PUBLIC WORKS			
						JOB AD:CIVIL CAD TECH			
1263		08/21 AP		12/24/20	0136369	US BANK	420.00		02/03/21
						ASCE CAREER CENTER			
						JOB AD:CIVIL CAD TECH			
						ACCOUNT TOTAL	2,690.50	.00	2,690.50
101-1028-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG			
1292		08/21 AP		02/03/21	0000000	CINTAS FIRST AID & SAFETY	8.27		02/11/21
						RESTOCK FIRST AID KIT			
						ACCOUNT TOTAL	8.27	.00	8.27
101-1028-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS			
1292		08/21 AP		02/08/21	0000000	IMPOA	20.00		02/11/21

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FUND 101 GENERAL FUND										
101-1028-441.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
						MEMBERSHIP-P KOCKLER 2021-2022				
1277				08/21	AP 02/03/21 0000000	IMFOA	50.00			02/11/21
						MEMBERSHIP-L ROEDING 2021-2022				
						ACCOUNT TOTAL	70.00	0.00	70.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1292				08/21	AP 02/04/21 0000000	GROW CEDAR VALLEY LEADERCAST WOMEN TICKET 2021 BABCOCK	75.00			02/11/21
						ACCOUNT TOTAL	75.00	0.00	75.00	
101-1028-441.93-01 EQUIPMENT / EQUIPMENT										
1263				08/21	AP 01/15/21 0136369	US BANK PORTABLE SPACE HEATER	46.97			02/03/21
						AMZN MKTP US*Y054Z0GJ3				
						ACCOUNT TOTAL	46.97	0.00	46.97	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1277				08/21	AP 01/25/21 0000000	PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	11.69			02/11/21
1277				08/21	AP 01/21/21 0000000	STOREY KENWORTHY COPY PAPER	3.57			02/11/21
						ACCOUNT TOTAL	15.26	0.00	15.26	
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1292				08/21	AP 02/01/21 0000000	THOMSON REUTERS - WEST WESTLAW INFORMATION 1/1/21-1/31/21	601.07			02/11/21
						ACCOUNT TOTAL	601.07	0.00	601.07	
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1264				08/21	AP 01/18/21 0136369	US BANK LEGAL PADS & STYLUS PENS	34.09			02/03/21
						AMAZON.COM*8H8D020L3 AMZN				
1264				08/21	AP 01/13/21 0136369	US BANK POSTAGE METER LABELS	40.74			02/03/21
						AMAZON.COM*DL82Q5053 AMZN				
1264				08/21	AP 01/08/21 0136369	US BANK CHAIR SLIDES	18.37			02/03/21
						AMZN MKTP US*A22M743A3				
1264				08/21	AP 01/08/21 0136369	US BANK 30' MEASURING TAPE	8.53			02/03/21
						AMAZON.COM*485I170Q3				
						ACCOUNT TOTAL	101.73	0.00	101.73	

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FUND 101 GENERAL FUND										
101-1060-423.81-91						PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1264		08/21 AP		01/12/21	0136369	US BANK	70.00			02/03/21
						INT*QUICKBOOKS ONLINE				
						QUICKBOOKS MONTHLY SUB.				
						ACCOUNT TOTAL	70.00	.00	70.00	
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1264		08/21 AP		01/08/21	0136369	US BANK	97.00			02/03/21
						HOMELESS TRAINING				
						CSTOMRS W/O MASKS WEBINAR				
						ACCOUNT TOTAL	97.00	.00	97.00	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1264		08/21 AP		01/11/21	0136369	US BANK	19.97			02/03/21
						AMZN MKTP US*PC9KM9TJ3				
						FOTL:YA-SLIME KITS				
1264		08/21 AP		01/08/21	0136369	US BANK	68.32			02/03/21
						AMZN MKTP US*ID0VS17F3				
						FOTL:YA-SLIME KITS				
1264		08/21 AP		01/07/21	0136369	US BANK	19.97			02/03/21
						AMZN MKTP US*PE10498J3				
						FOTL:YA-GALAXY SLIME KITS				
1264		08/21 AP		12/31/20	0136369	US BANK	31.16			02/03/21
						AMAZON.COM*B400H8CS3				
						FOTL:YOUTH-ENVELOPES				
1264		08/21 AP		12/24/20	0136369	US BANK	794.02			02/03/21
						ILLINOIS LIBRARY ASSOC				
						FOTL:YOUTH-IREAD MERCH.				
1264		08/21 AP		12/24/20	0136369	US BANK	66.91			02/03/21
						AMZN MKTP US*H38QS4WN3				
						FOTL:YOUTH-CARDS,NOTEBOOK				
1264		08/21 AP		12/24/20	0136369	US BANK	53.31			02/03/21
						AMZN MKTP US*Z476V72E3				
						FOTL:YOUTH-PENS &INK PADS				
						ACCOUNT TOTAL	1,053.66	.00	1,053.66	
101-1060-423.89-34 MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.										
1264		08/21 AP		01/19/21	0136369	US BANK	687.84			02/03/21
						AMZN MKTP US*B68FH0Q53				
						BERG 2 RMB COMMUNITY				
1264		08/21 AP		01/18/21	0136369	US BANK	282.60			02/03/21
						AMAZON.COM*5P2XC5S93				
						BUILDING 2 RMB FURNITURE				
1264		08/21 AP		01/06/21	0136369	US BANK	64.80			02/03/21
						AMAZON.COM*S363P9KE3 AMZN				
						BERG2RMB COMM.CTR.OUTRECH				
1264		08/21 AP		01/05/21	0136369	US BANK	74.97			02/03/21
						AMZN MKTP US*D287C7TY3				
						BERG2RMB COMM.CTR.OUTRECH				
1264		08/21 AP		12/30/20	0136369	US BANK	351.78			02/03/21
						AMZN MKTP US*NX3514IT3				
						BERG 2RMB COMM. CENTER-				
						ACCOUNT TOTAL	1,461.99	.00	1,461.99	
101-1060-423.93-01 EQUIPMENT / EQUIPMENT										
1264		08/21 AP		01/14/21	0136369	US BANK	1,282.77			02/03/21

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FUND 101 GENERAL FUND										
101-1060-423.93-01 EQUIPMENT / EQUIPMENT							continued			
1264		DMI* DELL SM BUS				STAFF COMPUTERS				
	08/21	AP	01/11/21	0136369	US BANK		83.78			02/03/21
		AMZN MKTP	US*LV8M087E3			LOGITECH HEADSETS (X2)				
ACCOUNT TOTAL							1,366.55	0.00	1,366.55	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
1264		08/21	AP	01/15/21	0136369	US BANK	645.00			02/03/21
		MOBILE BEACON				HOTSPOT SERVICE 1 YR.				
ACCOUNT TOTAL							645.00	0.00	645.00	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
1264		08/21	AP	01/20/21	0136369	US BANK	9.89			02/03/21
		AMAZON.COM*WN6SX0B03	AMZN			ADULT BOOKS				
1264		08/21	AP	01/18/21	0136369	US BANK	9.99			02/03/21
		AMAZON.COM*7V2L507B3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/14/21	0136369	US BANK	16.49			02/03/21
		AMAZON.COM*F24HM5UG3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/12/21	0136369	US BANK	26.49			02/03/21
		AMAZON.COM*AS9EC19H3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/11/21	0136369	US BANK	39.58			02/03/21
		AMAZON.COM*5P7784UP3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/06/21	0136369	US BANK	18.00			02/03/21
		AMAZON.COM*402S01733	AMZN			ADULT BOOKS				
1264		08/21	AP	01/06/21	0136369	US BANK	14.88			02/03/21
		AMAZON.COM*NI9ZE5MG3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/05/21	0136369	US BANK	13.29			02/03/21
		AMAZON.COM*R51BT88L3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/05/21	0136369	US BANK	14.99			02/03/21
		AMAZON.COM*8R1Q42ID3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/05/21	0136369	US BANK	36.41			02/03/21
		AMAZON.COM*2L8396EQ3				ADULT BOOKS				
1264		08/21	AP	01/04/21	0136369	US BANK	37.18			02/03/21
		AMAZON.COM*AP4TG9IV3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/04/21	0136369	US BANK	22.49			02/03/21
		AMAZON.COM*LB4D550I3	AMZN			ADULT BOOKS				
1264		08/21	AP	01/04/21	0136369	US BANK	27.62			02/03/21
		AMZN MKTP	US*RP5223YS3			ADULT BOOKS				
1264		08/21	AP	12/31/20	0136369	US BANK	15.39			02/03/21
		AMAZON.COM*8U2D560F3	AMZN			ADULT BOOKS				
1264		08/21	AP	12/31/20	0136369	US BANK	30.94			02/03/21
		AMAZON.COM*QV0Q92R83	AMZN			ADULT BOOKS				
1264		08/21	AP	12/31/20	0136369	US BANK	14.41			02/03/21
		AMZN MKTP	US*MS26Q7S93			ADULT BOOKS				
1264		08/21	AP	12/28/20	0136369	US BANK	13.99			02/03/21
		AMAZON.COM*XR35Q9BE3				ADULT BOOKS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS						continued				
1264		08/21 AP		12/24/20	0136369	US BANK	9.00		02/03/21	
						AMAZON.COM*I36OG6763				
1264		08/21 AP		12/22/20	0136369	US BANK	10.99		02/03/21	
						AMAZON.COM*6P9AO1893 AMZN				
ACCOUNT TOTAL							382.02	0.00	382.02	
101-1061-423.89-21 MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS										
1264		08/21 AP		01/11/21	0136369	US BANK	6.99		02/03/21	
						AMAZON.COM*VM3L32U63 AMZN				
ACCOUNT TOTAL							6.99	0.00	6.99	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
1264		08/21 AP		01/11/21	0136369	US BANK	7.99		02/03/21	
						AMAZON.COM*746890UG3 AMZN				
1264		08/21 AP		01/11/21	0136369	US BANK	12.95		02/03/21	
						AMAZON.COM*S864W09P3				
1264		08/21 AP		01/06/21	0136369	US BANK	7.99		02/03/21	
						AMAZON.COM*402S01733 AMZN				
1264		08/21 AP		01/06/21	0136369	US BANK	14.95		02/03/21	
						AMAZON.COM*JW0AR9F43 AMZN				
1264		08/21 AP		01/06/21	0136369	US BANK	19.99		02/03/21	
						AMAZON.COM*CB75J6ZS3 AMZN				
1264		08/21 AP		01/05/21	0136369	US BANK	35.98		02/03/21	
						AMZN MKTP US*A38LN1003				
1264		08/21 AP		01/05/21	0136369	US BANK	16.99		02/03/21	
						AMZN MKTP US*TW4BF7F73				
ACCOUNT TOTAL							116.84	0.00	116.84	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
1264		08/21 AP		12/31/20	0136369	US BANK	17.98		02/03/21	
						AMZN MKTP US*XB7XS8QZ3				
ACCOUNT TOTAL							17.98	0.00	17.98	
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
1264		08/21 AP		01/06/21	0136369	US BANK	33.88		02/03/21	
						AMAZON.COM*Y007Q1523 AMZN				
1264		08/21 AP		01/06/21	0136369	US BANK	33.88		02/03/21	
						AMAZON.COM*003FR7PX3 AMZN				
ACCOUNT TOTAL							67.76	0.00	67.76	

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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										
1264	101-1061-423.89-47	08/21 AP	01/15/21	0136369	US BANK	MISCELLANEOUS SERVICES / LIBRARY OF THINGS	315.00			02/03/21
						MOBILE BEACON HOTSPOT DEVICES				
						ACCOUNT TOTAL	315.00	0.00	315.00	
1277	101-1118-441.71-01	08/21 AP	01/25/21	0000000	PARKADE PRINTER, INC.	OFFICE SUPPLIES / OFFICE SUPPLIES	9.35			02/11/21
						#9 WINDOW ENVELOPES				
1277	101-1118-441.71-01	08/21 AP	01/21/21	0000000	STOREY KENWORTHY	OFFICE SUPPLIES / OFFICE SUPPLIES	3.57			02/11/21
						COPY PAPER				
						ACCOUNT TOTAL	12.92	0.00	12.92	
1263	101-1118-441.83-06	08/21 AP	01/18/21	0136369	US BANK	TRANSPORTATION&EDUCATION / EDUCATION	17.99			02/03/21
						AMAZON.COM*Q729JOSF3				
1263	101-1118-441.83-06	08/21 AP	01/14/21	0136369	US BANK	ROBERTS RULES 12TH EDIT.	495.00			02/03/21
						MVP MEDIA NETWORK REG:SMS SUMMIT-A.HUISMAN				
						ACCOUNT TOTAL	512.99	0.00	512.99	
1277	101-1158-441.71-01	08/21 AP	01/25/21	0000000	PARKADE PRINTER, INC.	OFFICE SUPPLIES / OFFICE SUPPLIES	9.35			02/11/21
						#9 WINDOW ENVELOPES				
1277	101-1158-441.71-01	08/21 AP	01/21/21	0000000	STOREY KENWORTHY	OFFICE SUPPLIES / OFFICE SUPPLIES	3.57			02/11/21
						COPY PAPER				
						ACCOUNT TOTAL	12.92	0.00	12.92	
1263	101-1199-421.31-10	08/21 AP	01/14/21	0136369	US BANK	HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE	95.64			02/03/21
						AMAZON.COM*MG0804MJ3				
1263	101-1199-421.31-10	08/21 AP	01/13/21	0136369	US BANK	PENS FOR PEN PAL PROJECT	58.28			02/03/21
						AMZN MKTP US*6Z0YN2K73				
1263	101-1199-421.31-10	08/21 AP	12/28/20	0136369	US BANK	ENVELOPES FOR PEN PAL	124.75			02/03/21
						AMZN MKTP US*331D19ZU3				
1263	101-1199-421.31-10	08/21 AP	12/24/20	0136369	US BANK	PENCILS FOR PEN PAL KITS	289.00			02/03/21
						AMAZON.COM*EZ9240A33				
						PROJECT#: 032369				
1263	101-1199-421.31-10	08/21 AP	12/22/20	0136369	US BANK	IPAD KEYBOARD	142.87			02/03/21
						AMZN MKTP US*SO6LQ47K3				
1307	101-1199-421.31-10	07/21 AP	12/10/20	0136152	US BANK	TEA LIGHTS,STENCILS,WASHI		599.00		02/09/21
						ADD PROJECT CODE				
1307	101-1199-421.31-10	07/21 AP	12/10/20	0136152	US BANK	B&H PHOTO 800-606-6969	599.00			02/09/21
						B&H PHOTO 800-606-6969				
						IPAD FOR VIRTUAL PROGRAMS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE						continued				
PROJECT#: 032369										
1307		07/21 AP		12/10/20	0136152	US BANK		599.00		02/09/21
		ADD PROJECT CODE				B&H PHOTO 800-606-6969				
1307		07/21 AP		12/10/20	0136152	US BANK	599.00			02/09/21
		B&H PHOTO 800-606-6969				IPAD FOR VIRTUAL PROGRAMS				
PROJECT#: 032369										
ACCOUNT TOTAL							1,908.54	1,198.00		710.54
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
1264		08/21 AP		12/30/20	0136369	US BANK	42.17			02/03/21
		AMZN MKTP US*L907D5J43				COMPUTER INPUT ADAPTERS				
ACCOUNT TOTAL							42.17	.00		42.17
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
1292		08/21 AP		02/03/21	0000000	COURIER LEGAL COMMUNICATIONS	125.44			02/11/21
		PH NTC.-FY22 BUDGET								
1292		08/21 AP		01/29/21	0000000	COURIER LEGAL COMMUNICATIONS	504.18			02/11/21
		1/19/21 CC MTG.MINS/BILLS								
1277		08/21 AP		01/25/21	0000000	COURIER LEGAL COMMUNICATIONS	204.22			02/11/21
		ORD.2980-SUBDIV.FINAL				PLAT PHASING				
1277		08/21 AP		01/21/21	0000000	COURIER LEGAL COMMUNICATIONS	27.42			02/11/21
		PH NTC-MAX.TAX LEVY								
ACCOUNT TOTAL							861.26	.00		861.26
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1292		08/21 AP		01/31/21	0000000	COURIER COMMUNICATIONS-ADVERT	5.00			02/11/21
		PAPER STATEMENT FEE								
1292		08/21 AP		01/26/21	0000000	COURIER COMMUNICATIONS-ADVERT	39.00			02/11/21
		SEARCH BOOST				ONLINE				
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	11.69			02/11/21
		#9 WINDOW ENVELOPES								
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	2.86			02/11/21
		COPY PAPER								
1292		08/21 AP		01/17/21	0000000	COURIER COMMUNICATIONS-ADVERT	25.00			02/11/21
		MARTIN LUTHER KING DAY				ONLINE				
1292		08/21 AP		01/17/21	0000000	COURIER COMMUNICATIONS-ADVERT	189.00			02/11/21
		MARTIN LUTHER KING DAY				COURIER				
ACCOUNT TOTAL							272.55	.00		272.55
101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1263		08/21 AP		01/18/21	0136369	US BANK	107.94			02/03/21

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FUND 101 GENERAL FUND										
101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
						AMAZON.COM*Q729JOSF3				
1263		08/21 AP		01/11/21	0136369	US BANK	239.70			02/03/21
						AMAZON.COM*IN6XC0OU3				
						ROBERTS RULES 12TH EDIT.				
						ROBERTS RULES BRIEF 3RD				
						ACCOUNT TOTAL	347.64	.00		347.64
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1296		08/21 AP		01/12/21	0000000	STOREY KENWORTHY	.42			02/11/21
						GLUE STICKS				
						ACCOUNT TOTAL	.42	.00		.42
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	23.38			02/11/21
						#9 WINDOW ENVELOPES				
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	7.15			02/11/21
						COPY PAPER				
						ACCOUNT TOTAL	30.53	.00		30.53
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1241		08/21 AP		01/27/21	0000000	STOREY KENWORTHY	3.52			02/11/21
						PEN REFILLS, SHEET PRTCTR				
1241		08/21 AP		01/27/21	0000000	STOREY KENWORTHY	16.08			02/11/21
						LEAD				
						COPY PAPER				
1296		08/21 AP		01/12/21	0000000	STOREY KENWORTHY	44.24			02/11/21
						WALL FILE				
1241		08/21 AP		01/06/21	0000000	STOREY KENWORTHY	9.05			02/11/21
						BATTERIES				
1241		08/21 AP		01/06/21	0000000	STOREY KENWORTHY	16.76			02/11/21
						11X17 PAPER				
						ACCOUNT TOTAL	89.65	.00		89.65
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1263		08/21 AP		01/07/21	0136369	US BANK	230.98			02/03/21
						IAPMO				
						IAPMO BOOKS				
						ACCOUNT TOTAL	230.98	.00		230.98
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1292		08/21 AP		02/03/21	0000000	CINTAS FIRST AID & SAFETY	7.21			02/11/21
						RESTOCK FIRST AID KIT				
						ACCOUNT TOTAL	7.21	.00		7.21

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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										
101-2235-412.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1263		08/21 AP		01/07/21	0136369	US BANK	85.00			02/03/21
						IAPMO DUES/MEMBERSHIPS-J MAI				
						ACCOUNT TOTAL	85.00	.00	85.00	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1263		08/21 AP		01/20/21	0136369	US BANK	95.00			02/03/21
						INT'L CODE COUNCIL INC CERTIFICATE RENEW-J MAI				
1263		08/21 AP		01/05/21	0136369	US BANK	597.00			02/03/21
						CEUSOLUTION 5155765037 CONTINUING ED-MARK STURM				
						ACCOUNT TOTAL	692.00	.00	692.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1296		08/21 AP		01/12/21	0000000	STOREY KENWORTHY	1.56			02/11/21
						GLUE STICKS				
						ACCOUNT TOTAL	1.56	.00	1.56	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	46.77			02/11/21
						#9 WINDOW ENVELOPES				
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	14.30			02/11/21
						COPY PAPER				
						ACCOUNT TOTAL	61.07	.00	61.07	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1278		08/21 AP		02/02/21	0000000	AMVETS POST #49	140.00			02/11/21
						3-3X5 FLAGS, 1-5X8 FLAG				
1263		08/21 AP		01/18/21	0136369	US BANK		3.75		02/03/21
						JONES & BARTLETT LEARNING REFUND - SALES TAX				
1278		08/21 AP		01/07/21	0000000	STOREY KENWORTHY	143.66			02/11/21
						DESK CALENDAR, MARKERS COPY PAPER, SCISSORS				
						ACCOUNT TOTAL	283.66	3.75	279.91	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
1263		08/21 AP		01/11/21	0136369	US BANK	24.38			02/03/21
						O DONNELL ACE HARDWARE HOOKS				
1263		08/21 AP		01/07/21	0136369	US BANK	28.00			02/03/21
						MENARDS WATERLOO IA PEGBOARD, MOUNTING TAPE				
1263		08/21 AP		01/05/21	0136369	US BANK	178.75			02/03/21
						AMZN MKTP US*777DJ6TZ3 HANGING STRIPS				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP				continued
1263		08/21	AP	01/04/21	0136369	US BANK	60.27		02/03/21	
						MENARDS CEDAR FALLS IA				
1263		08/21	AP	12/31/20	0136369	US BANK	168.30		02/03/21	
						AMAZON.COM*KH3PA68V3				
1263		08/21	AP	12/30/20	0136369	US BANK	20.95		02/03/21	
						MENARDS CEDAR FALLS IA				
1263		08/21	AP	12/30/20	0136369	US BANK	15.96		02/03/21	
						O DONNELL ACE HARDWARE				
1263		08/21	AP	12/30/20	0136369	US BANK	48.76		02/03/21	
						O DONNELL ACE HARDWARE				
1263		08/21	AP	12/28/20	0136369	US BANK	25.60		02/03/21	
						CWI MEDICAL LLC				
1263		08/21	AP	12/24/20	0136369	US BANK	49.98		02/03/21	
						AMZN MKTP US*7E1ML7PJ3				
1263		08/21	AP	12/24/20	0136369	US BANK	197.94		02/03/21	
						AMZN MKTP US*UE48W4FB3				
1263		08/21	AP	12/23/20	0136369	US BANK	16.27		02/03/21	
						O DONNELL ACE HARDWARE				
1263		08/21	AP	12/22/20	0136369	US BANK	17.91		02/03/21	
						WM SUPERCENTER #753				
						MR CLEAN ERASERS				
						ACCOUNT TOTAL	853.07	.00	853.07	
101-2253-423.86-31						REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.				
1278		08/21	AP	02/05/21	0000000	RADIO COMMUNICATIONS CO., INC.	1,000.00		02/11/21	
						PORTABLE RADIO PACKAGE				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-2280-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1263		08/21	AP	01/20/21	0136369	US BANK	89.99		02/03/21	
						AMAZON.COM*H950M45P3 AMZN				
1263		08/21	AP	01/12/21	0136369	US BANK		2.45	02/03/21	
						MYFONTS INC				
1263		08/21	AP	01/07/21	0136369	US BANK	19.95		02/03/21	
						BARNES & NOBLE #2168				
						2021 PLANNER				
						ACCOUNT TOTAL	109.94	2.45	107.49	
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES				
1263		08/21	AP	01/20/21	0136369	US BANK	93.13		02/03/21	
						BITTER CREEK CANDLE				
1263		08/21	AP	01/18/21	0136369	US BANK	91.38		02/03/21	
						DBC*BLICK ART MATERIAL				
1284		08/21	AP	01/18/21	0000000	STOREY KENWORTHY	34.84		02/11/21	
						ENVELOPES FOR EXQUISITE				
						CORPSE PROGRAM				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued					
1263		08/21 AP		01/15/21	0136369	US BANK	137.64			02/03/21	
		DISCOUNTSCH 8006272829 PAINT,FOAM SHAPES,TAPE,									
1263		08/21 AP		01/14/21	0136369	US BANK	48.00			02/03/21	
		DOLLAR TREE MARKERS,TAPE,CLAY POTS,									
1263		08/21 AP		01/07/21	0136369	US BANK	31.00			02/03/21	
		DOLLAR TREE BAGS,MARKERS,GEMS,TAPE									
1263		08/21 AP		01/06/21	0136369	US BANK	40.27			02/03/21	
		WAL-MART #0753 PLASTIC BAGS,VELCRO,									
1263		08/21 AP		01/05/21	0136369	US BANK	30.00			02/03/21	
		DOLLAR TREE GLUE, GLOW STICKS AND									
		ACCOUNT TOTAL						506.26	.00		506.26
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES											
1263		08/21 AP		01/14/21	0136369	US BANK	143.43			02/03/21	
		GAYLORD BROS INC ARCHIVAL STORAGE FOR PERM									
1263		08/21 AP		01/08/21	0136369	US BANK	63.70			02/03/21	
		MENARDS CEDAR FALLS IA LIGHTBULBS FOR GALLERY									
		ACCOUNT TOTAL						207.13	.00		207.13
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.											
1263		08/21 AP		01/04/21	0136369	US BANK	26.45			02/03/21	
		ETSY.COM THANK YOU CARDS FOR									
		ACCOUNT TOTAL						26.45	.00		26.45
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE											
1284		08/21 AP		01/27/21	0000000	FEDERAL EXPRESS	9.79			02/11/21	
		SHIPPING OF ART FOR EXHIBITION									
		ACCOUNT TOTAL						9.79	.00		9.79
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1284		08/21 AP		01/31/21	0000000	HAWKEYE ALARM & SIGNAL CO.	430.00			02/11/21	
		ALARM MONITORING FEE									
		ACCOUNT TOTAL						430.00	.00		430.00
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS											
1263		08/21 AP		01/12/21	0136369	US BANK	28.67			02/03/21	
		FACEBK B5T77ZJYN2 FACEBOOK ADS FOR CLASSES									
1263		08/21 AP		01/11/21	0136369	US BANK	12.95			02/03/21	
		CANVA* 02930-8384553 CANVA MONTHLY									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS						continued				
1263		08/21 AP		01/05/21	0136369	US BANK	24.87			02/03/21
		FACEBK F47WUYEYN2				FACEBOOK ADS FOR CLASSES				
1263		08/21 AP		01/04/21	0136369	US BANK	10.13			02/03/21
		FACEBK 8BPK9Z2ZN2				FACEBOOK ADS FOR CLASSES				
ACCOUNT TOTAL							76.62	.00	76.62	
101-2280-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1263		08/21 AP		01/19/21	0136369	US BANK	60.00			02/03/21
		EB SKILLS-BASED VOLUN				VIRTUAL TRAINING EVENT				
ACCOUNT TOTAL							60.00	.00	60.00	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	23.38			02/11/21
		#9 WINDOW ENVELOPES								
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	7.15			02/11/21
		COPY PAPER								
ACCOUNT TOTAL							30.53	.00	30.53	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1294		08/21 AP		02/08/21	0000000	CITY LAUNDERING CO.	21.00			02/11/21
		TOWELS;MATS-PSS BUILDING								
1294		08/21 AP		01/25/21	0000000	CITY LAUNDERING CO.	21.00			02/11/21
		TOWELS;MATS-PSS BUILDING								
ACCOUNT TOTAL							42.00	.00	42.00	
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										
1294		08/21 AP		01/22/21	0000000	EMERGENCY MEDICAL PRODUCTS, I	1,346.42			02/11/21
		TEST STRIPS;SMART PADS;				GASTRIC ACCESS KIT;ASPIRI				
1294		08/21 AP		01/22/21	0000000	EMERGENCY MEDICAL PRODUCTS, I	526.63			02/11/21
		HEARTSTART FRX BATTERIES				AED PLUS BATTERIES				
ACCOUNT TOTAL							1,873.05	.00	1,873.05	
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION										
1263		08/21 AP		01/11/21	0136369	US BANK	140.00			02/03/21
		WAL-MART #0753				GIFT CARDS-FIRE PREVENT.				
ACCOUNT TOTAL							140.00	.00	140.00	

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FUND 101 GENERAL FUND										
101-4511-414.72-11						OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES				
1263		08/21 AP		01/08/21	0136369	US BANK	222.00			02/03/21
						FIRE PROTECTION PUB				
						STRUCTURAL F.F. TEXTBOOK				
						ACCOUNT TOTAL	222.00	.00	222.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
1294		08/21 AP		01/29/21	0000000	IOWA SPORTS SUPPLY, INC.	42.50			02/11/21
						PLAQUE-ROGER STENSLAND				
1294		08/21 AP		01/29/21	0000000	IOWA SPORTS SUPPLY, INC.	42.50			02/11/21
						PLAQUE-RICK SCHMIDT				
1294		08/21 AP		01/29/21	0000000	IOWA SPORTS SUPPLY, INC.	42.50			02/11/21
						PLAQUE-BOBBY WRIGHT				
1294		08/21 AP		01/23/21	0000000	VARSITY CLEAN-CF	9.40			02/11/21
						CLEAN BLOOD OFF UNIFORM				
1246		08/21 AP		12/31/20	0000000	NAPA AUTO PARTS	24.19			02/11/21
						PARTS & EXPENSES DEC'20				
						ACCOUNT TOTAL	161.09	.00	161.09	
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1303		08/21 AP		02/04/21	0000000	LOCKARD DEVELOPMENT, INC.	1,259.21			02/11/21
						CY2020 PINNACLE PRAIRIE				
						CAM EXPENSES				
						ACCOUNT TOTAL	1,259.21	.00	1,259.21	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1263		08/21 AP		12/30/20	0136369	US BANK	110.75			02/03/21
						THE OTHER PLACE U AVE				
						MEALS-INCIDENT #20-098625				
						ACCOUNT TOTAL	110.75	.00	110.75	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1294		08/21 AP		02/02/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			02/11/21
						1 CERT.FEE-FIRE OFFICER 1				
						ZACHARY LADAGE				
1294		08/21 AP		01/29/21	0000000	FIRE SERVICE TRNG. BUREAU	50.00			02/11/21
						1 CERT.FEE-DRIV.OPER.PUMP				
						BROOKE HELGESON				
1263		08/21 AP		01/19/21	0136369	US BANK	290.00			02/03/21
						INT'L CODE COUNCIL INC				
						REG:COMM.FIRE PLAN REVIEW				
						ACCOUNT TOTAL	390.00	.00	390.00	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1294		08/21 AP		02/02/21	0000000	O'DONNELL ACE HARDWARE	8.69			02/11/21
						REPL.BULB-GENERATOR-501				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1294		08/21 AP		02/01/21	0000000	DAVENPORT, CITY OF	100.00			02/11/21
						CPAT CONSORTIUM MAINT.FEE				
						ACCOUNT TOTAL	108.69	.00	108.69	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1294		08/21 AP		01/27/21	0000000	GALLS, LLC	38.70			02/11/21
						JOB SHIRTS-INVENTORY				
1294		08/21 AP		01/26/21	0000000	GALLS, LLC	425.70			02/11/21
						JOB SHIRTS-INVENTORY				
						ACCOUNT TOTAL	464.40	.00	464.40	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	23.38			02/11/21
						#9 WINDOW ENVELOPES				
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY	7.15			02/11/21
						COPY PAPER				
1277		08/21 AP		01/08/21	0000000	OFFICE DEPOT	175.39			02/11/21
						EVIDENCE LABELS-PD				
1263		08/21 AP		01/07/21	0136369	US BANK	14.06			02/03/21
						AMAZON PRIME*Q64JI0NX3				OFFICE SUPPLIES
						ACCOUNT TOTAL	219.98	.00	219.98	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1294		08/21 AP		02/08/21	0000000	CITY LAUNDERING CO.	21.00			02/11/21
						TOWELS;MATS-PSS BUILDING				
1303		08/21 AP		02/07/21	0000000	SHRED-IT USA	48.07			02/11/21
						ON-SITE DOC. DESTRUCTION				TICKET #8065510558
1303		08/21 AP		02/03/21	0000000	DRIVERS LICENSE GUIDE COMPANY	47.00			02/11/21
						2021 ID CHECKING GUIDE(2)				
1303		08/21 AP		02/03/21	0000000	MIRACLE CAR WASH, INC.	11.95			02/11/21
						1 PD CAR WASH				
1303		08/21 AP		02/01/21	0000000	THOMSON REUTERS - WEST	285.65			02/11/21
						INVESTIGATIVE SOFTWARE				01/01/21-01/31/21
1303		08/21 AP		01/31/21	0000000	L & M TRANSMISSION	80.00			02/11/21
						TOW & STORE-FORD 500				HTS 300
1303		08/21 AP		01/31/21	0000000	L & M TRANSMISSION	50.00			02/11/21
						TOW & STORE-MAZDA CX-5				HGS 984
1303		08/21 AP		01/31/21	0000000	L & M TRANSMISSION	71.00			02/11/21
						TOW & STORE-TOYOTA CAMRY				HWL 722
1303		08/21 AP		01/31/21	0000000	L & M TRANSMISSION	71.00			02/11/21
						TOW & STORE-DODGE CALIBUR				GKF 159
1303		08/21 AP		01/31/21	0000000	L & M TRANSMISSION	71.00			02/11/21
						TOW & STORE-CHEVY 1500				1GCEK19M8VE114513

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued					
1303		08/21	AP	01/31/21	0000000	L & M TRANSMISSION	74.00			02/11/21	
		TOW & STORE-FORD EDGE				DOH 982					
1303		08/21	AP	01/31/21	0000000	L & M TRANSMISSION	74.00			02/11/21	
		TOW & STORE-TOYOTA RAV4				CG89949					
1303		08/21	AP	01/31/21	0000000	L & M TRANSMISSION	75.00			02/11/21	
		TOW & STORE-PONTIAC G6				AEY 6169-WI					
1294		08/21	AP	01/25/21	0000000	CITY LAUNDERING CO.	21.00			02/11/21	
		TOWELS;MATS-PSS BUILDING									
1263		08/21	AP	01/11/21	0136369	US BANK	54.00			02/03/21	
		AMZN MKTP US*OW6VW4B63				8.5GB DVD'S PD					
1263		08/21	AP	01/11/21	0136369	US BANK	3.38			02/03/21	
		FAREWAY STORES				COFFEE FILTERS					
1263		08/21	AP	01/05/21	0136369	US BANK	234.27			02/03/21	
		PLANET LABEL				NO PARKING/TOW STICKERS					
1263		08/21	AP	12/24/20	0136369	US BANK	192.00			02/03/21	
		COMMUNITY ELECTRIC				ALARM MONITORING FEES-'21					
1303		08/21	AP	12/08/20	0000000	DES MOINES STAMP MFG. CO.	28.30			02/11/21	
		NOTARY STAMP-J. SITZMANN									
		ACCOUNT TOTAL						1,512.62	.00		1,512.62
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT											
1263		08/21	AP	12/23/20	0136369	US BANK	112.30			02/03/21	
		TRITECH FORENSICS				SPECIMEN COLLECTION KITS					
		ACCOUNT TOTAL						112.30	.00		112.30
101-5521-415.72-19 OPERATING SUPPLIES / PRINTING											
1303		08/21	AP	02/05/21	0000000	PARKADE PRINTER, INC.	168.85			02/11/21	
		PERSONNEL ACTION FORMS									
		ACCOUNT TOTAL						168.85	.00		168.85
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE											
1263		08/21	AP	01/14/21	0136369	US BANK	7.75			02/03/21	
		USPS PO 1814940913				SHIP PSYCH EXAMS TO ILEA					
		ACCOUNT TOTAL						7.75	.00		7.75
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES											
1303		08/21	AP	02/04/21	0000000	LOCKARD DEVELOPMENT, INC.	1,259.21			02/11/21	
		CY2020 PINNACLE PRAIRIE				CAM EXPENSES					
1303		08/21	AP	02/02/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00			02/11/21	
		EVALUATION OF MMPI				DEREK BROWN					
		ACCOUNT TOTAL						1,409.21	.00		1,409.21

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FUND 101 GENERAL FUND										
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1263		08/21 AP		01/04/21	0136369	US BANK	250.00			02/03/21
						MID-STATES ORGANIZED CRIM 2021 ANN. MEMBERSHIP FEES				
						ACCOUNT TOTAL	250.00	.00	250.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1263		08/21 AP		01/20/21	0136369	US BANK	22.32			02/03/21
						SUBWAY 35634 MEALS-FIREARMS TRAINING				
1263		08/21 AP		01/18/21	0136369	US BANK	221.76			02/03/21
						STONEY CREEK INN DES MOIN HOTEL-DE-ESCALATION CSE.				
1263		08/21 AP		01/15/21	0136369	US BANK	22.45			02/03/21
						SUBWAY 35634 MEALS-FIREARMS TRAINING				
1263		08/21 AP		01/14/21	0136369	US BANK	24.61			02/03/21
						SUBWAY 35634 MEALS-FIREARMS TRAINING				
						ACCOUNT TOTAL	291.14	.00	291.14	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1263		08/21 AP		01/19/21	0136369	US BANK	875.00			02/03/21
						MISSION CRITICAL REG: BASIC TACT. CSE-T.FEY				
1263		08/21 AP		01/19/21	0136369	US BANK	875.00			02/03/21
						MISSION CRITICAL REG: BASIC TACT. CSE-YOUNG				
1263		08/21 AP		01/19/21	0136369	US BANK	450.00			02/03/21
						IN *THE CTK GROUP REG: INT. & INTER. CSE-SCHWAN				
1263		08/21 AP		01/14/21	0136369	US BANK	495.00			02/03/21
						MVP MEDIA NETWORK REG: SOC. MEDIA STRAT. - REA				
1263		08/21 AP		01/04/21	0136369	US BANK	289.00			02/03/21
						CELLEBRITE INC. CERT. OPER. & PHYS. ANALYST				
1263		08/21 AP		12/22/20	0136369	US BANK	900.00			02/03/21
						DEFENSIVE EDGE TRAINING REG: ARMORER COURSE; 2/18-9				
1303		08/21 AP		11/11/20	0000000	IOWA ASSOC. - WOMEN POLICE	80.00			02/11/21
						REG: ANN. CONF. - K. BURKHARDT SIOUX CITY				
1303		08/21 AP		11/11/20	0000000	IOWA ASSOC. - WOMEN POLICE	80.00			02/11/21
						REG: ANN. CONF. - S. MOORE SIOUX CITY				
1303		08/21 AP		11/11/20	0000000	IOWA ASSOC. - WOMEN POLICE	80.00			02/11/21
						REG: ANN. CONF. - KARI REA SIOUX CITY				
						ACCOUNT TOTAL	4,124.00	.00	4,124.00	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
1303		08/21 AP		02/01/21	0000000	IOWA LAW ENFORCEMENT ACADEMY	6,650.00			02/11/21
						297TH BASIC LEVEL 1 TRNG. J. KRAMER; 1/4-4/21/21				
						ACCOUNT TOTAL	6,650.00	.00	6,650.00	

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FUND 101 GENERAL FUND										
101-5521-415.93-01						EQUIPMENT / EQUIPMENT				
1303		08/21	AP	01/08/21	0000000	WATCHGUARD VIDEO	705.00			02/11/21
1303		08/21	AP	10/01/20	0000000	MAGNETIC CHEST MOUNTS WATCHGUARD VIDEO		89.70		02/11/21
						CREDIT MEMO-3/9/20 ETHERNET TRANSFER STATION				
ACCOUNT TOTAL							705.00	89.70	615.30	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1303		08/21	AP	02/01/21	0000000	WATERLOO, CITY OF ANIMAL CALLS;1/1-1/31/21	4,793.25			02/11/21
ACCOUNT TOTAL							4,793.25	.00	4,793.25	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1285		08/21	AP	02/03/21	0000000	CINTAS FIRST AID & SAFETY FIRST AID SAFETY SUPPLIES CEMETERY	40.88			02/11/21
1320		08/21	AP	02/01/21	0000000	BROWN'S SHOE FIT SAFETY SHOES-B MORRIS P.O. 56576	160.00			02/11/21
1285		08/21	AP	01/31/21	0000000	CULLIGAN WATER CONDITIONING WATER FOR GREENWOOD CEM	13.50			02/11/21
1246		08/21	AP	01/22/21	0000000	BUILDERS SELECT LLC WOOD	245.93			02/11/21
1246		08/21	AP	01/22/21	0000000	BUILDERS SELECT LLC PINE CARSIDING	130.34			02/11/21
1246		08/21	AP	01/22/21	0000000	O'DONNELL ACE HARDWARE HINGE AND JOINER	42.65			02/11/21
1246		08/21	AP	01/21/21	0000000	BUILDERS SELECT LLC WEDGE BOLT	2.88			02/11/21
1302		08/21	AP	01/19/21	0000000	CLARK EQUIPMENT COMPANY BUCKET W/FROST TEETH FOR FROZEN GROUND	1,000.08			02/11/21
ACCOUNT TOTAL							1,636.26	.00	1,636.26	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1285		08/21	AP	02/03/21	0000000	JOHNSTONE SUPPLY OF WATERLOO HVAC FILTER	96.96			02/11/21
PROJECT#:						062506				
1266		08/21	AP	01/28/21	0000000	POLK'S LOCK SERVICE, INC. KEY RING	1.30			02/11/21
PROJECT#:						062506				
1246		08/21	AP	01/13/21	0000000	ECHO GROUP, INC. BATTERY	57.24			02/11/21
1246		08/21	AP	12/31/20	0000000	NAPA AUTO PARTS PARTS & EXPENSES DEC'20	625.55			02/11/21
ACCOUNT TOTAL							781.05	.00	781.05	

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
1263		08/21	AP	01/19/21	0136369	US BANK	596.85			02/03/21
						AMAZON.COM*D17BH8S23 AMZN				
PROJECT#:		062507				MOISTURE METER TESING				
1302		08/21	AP	01/05/21	0000000	FAIRHURST, MARK	53.99			02/11/21
						PLIERS				
PROJECT#:		062506								
ACCOUNT TOTAL							650.84	0.00		650.84
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1285		08/21	AP	01/29/21	0000000	INTERSTATE ALL BATTERY CENTER	125.94			02/11/21
						BATTERIES				
PROJECT#:		062506								
1266		08/21	AP	01/28/21	0000000	MENARDS-CEDAR FALLS	3.75			02/11/21
						DOOR BELL				
PROJECT#:		062508								
1266		08/21	AP	01/28/21	0000000	MENARDS-CEDAR FALLS	19.99			02/11/21
						POWER STRIP				
PROJECT#:		062511								
1285		08/21	AP	01/27/21	0000000	MENARDS-CEDAR FALLS	81.68			02/11/21
						PLUMBING REPAIR PARTS				
PROJECT#:		062511								
1266		08/21	AP	01/25/21	0000000	ECHO GROUP, INC.	231.99			02/11/21
						LIGHT FIXTURES				
PROJECT#:		062501								
1263		08/21	AP	01/18/21	0136369	US BANK	26.97			02/03/21
						AMZN MKTP US*0A2JR5SR3				
PROJECT#:		062511				COMMUNICATION COUPLERS				
1263		08/21	AP	12/24/20	0136369	US BANK		1,040.00		02/03/21
						AIRIUS				
PROJECT#:		062507				RETURN CREDIT-MODEL 10				
1263		08/21	AP	12/24/20	0136369	US BANK	111.00			02/03/21
						BARTLETT INSTRUMENT COMPA				
PROJECT#:		062508				KILN BOARD REPAIR				
ACCOUNT TOTAL							601.32	1,040.00		438.68-
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
1266		08/21	AP	02/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	24.00			02/11/21
						PEST CONTROL				
PROJECT#:		062508								
1266		08/21	AP	02/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	47.29			02/11/21
						PEST CONTROL				
PROJECT#:		062511								
1266		08/21	AP	02/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	25.00			02/11/21
						PEST CONTROL				
PROJECT#:		062505								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued			
1266		08/21 AP		02/01/21	0000000	PLUNKETT'S PEST CONTROL, INC	30.00		02/11/21
		PROJECT#:		062510					
ACCOUNT TOTAL							126.29	0.00	126.29
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
1302		08/21 AP		02/05/21	0000000	PROSHIELD FIRE & SECURITY	75.00		02/11/21
		PROJECT#:		062511		FIRE EXTINGUISHERS			
1285		08/21 AP		02/02/21	0000000	PROSHIELD FIRE & SECURITY	106.25		02/11/21
		PROJECT#:		062511		FIRE SUPPRESSION OVEN			
1302		08/21 AP		02/02/21	0000000	PLUMB TECH INC.	895.69		02/11/21
		PROJECT#:		062511		HVAC REPAIR			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	3,700.00		02/11/21
		PROJECT#:		062501		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	1,448.00		02/11/21
		PROJECT#:		062505		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	7,000.00		02/11/21
		PROJECT#:		062507		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	3,000.00		02/11/21
		PROJECT#:		062511		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	624.00		02/11/21
		PROJECT#:		062509		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	3,268.00		02/11/21
		PROJECT#:		062503		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	770.00		02/11/21
		PROJECT#:		062508		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	FRESH START CLEANING SOLUTION	1,664.00		02/11/21
		PROJECT#:		062506		JANITORIAL SERVICES			
1266		08/21 AP		02/01/21	0000000	O'KEEFE ELEVATOR COMPANY, INC	592.00		02/11/21
		PROJECT#:		062506		ELEVATOR QUARTERLY MAINT			
1266		08/21 AP		01/28/21	0000000	CITY LAUNDERING CO.	40.00		02/11/21
		PROJECT#:		062506		MAT SERVICE			
1266		08/21 AP		01/26/21	0000000	CITY LAUNDERING CO.	20.00		02/11/21
		PROJECT#:		062501		MAT SERVICE			

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
1285		08/21 AP		01/26/21	0000000	CHRISTIE DOOR COMPANY	243.75			02/11/21
						OVERHEAD DOOR REPAIR				
		PROJECT#:			062506					
1285		08/21 AP		01/22/21	0000000	CHRISTIE DOOR COMPANY	624.05			02/11/21
						OVERHEAD DOOR REPAIR				
		PROJECT#:			062506					
1266		08/21 AP		01/17/21	0000000	ROTO-ROOTER	120.00			02/11/21
						DRAIN CLEANING				
		PROJECT#:			062506					
ACCOUNT TOTAL							24,190.74	.00		24,190.74
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
1266		08/21 AP		01/26/21	0000000	PLUMB TECH INC.	667.43			02/11/21
						HVAC REPAIR				
		PROJECT#:			062511					
1246		08/21 AP		01/20/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	338.00			02/11/21
						HVAC REPAIR				
		PROJECT#:			062507					
1246		08/21 AP		01/15/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	6,090.25			02/11/21
						HVAC REPAIR FLOOR HEAT				
		PROJECT#:			062503					
1246		08/21 AP		01/13/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	319.37			02/11/21
						HVAC REPAIR				
		PROJECT#:			062503					
1246		08/21 AP		01/13/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	169.00			02/11/21
						HVAC REPAIR				
		PROJECT#:			062503					
1246		08/21 AP		01/13/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	614.64			02/11/21
						HVAC REPAIR				
		PROJECT#:			062508					
ACCOUNT TOTAL							8,198.69	.00		8,198.69
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
1266		08/21 AP		01/27/21	0000000	VAN METER, INC.	6,250.20			02/11/21
						LED LIGHTS FOR SHOP				
		PROJECT#:			062506					
ACCOUNT TOTAL							6,250.20	.00		6,250.20
101-6616-446.94-32 POLICY & ADMINISTRATION / MUNICIPAL OPERATIONS										
1277		08/21 AP		02/02/21	0000000	PERKINS & WILL, INC	8,550.00			02/11/21
						CF RESILIENCE PLAN SERVICES THROUGH 1/29/21				
		PROJECT#:			023249					
1277		08/21 AP		12/31/20	0000000	PERKINS & WILL, INC	4,275.00			02/11/21

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FUND 101 GENERAL FUND										
101-6616-446.94-32 POLICY & ADMINISTRATION / MUNICIPAL OPERATIONS						continued				
CF RESILIENCE PLAN						SERVICES THROUGH 12/31/20				
PROJECT#: 023249										
ACCOUNT TOTAL							12,825.00	.00	12,825.00	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1285		08/21 AP		12/28/20	0000000	TESTAMERICA LABORATORIES, INC PRO SHOP WATER TEST	21.00			02/11/21
ACCOUNT TOTAL							21.00	.00	21.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1241		08/21 AP		01/27/21	0000000	STOREY KENWORTHY	4.64			02/11/21
						PEN REFILLS, SHEET PRCTR LEAD				
1241		08/21 AP		01/27/21	0000000	STOREY KENWORTHY	16.09			02/11/21
						COPY PAPER				
1241		08/21 AP		01/06/21	0000000	STOREY KENWORTHY	11.93			02/11/21
						BATTERIES				
1241		08/21 AP		01/06/21	0000000	STOREY KENWORTHY	16.76			02/11/21
						11X17 PAPER				
ACCOUNT TOTAL							49.42	.00	49.42	
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS										
1241		08/21 AP		01/29/21	0000000	SERVICEWEAR APPAREL, INC. WORK PANTS-B.CLAYPOOL	72.28			02/11/21
ACCOUNT TOTAL							72.28	.00	72.28	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1292		08/21 AP		02/03/21	0000000	CINTAS FIRST AID & SAFETY	7.21			02/11/21
						RESTOCK FIRST AID KIT				
1241		08/21 AP		01/20/21	0000000	R & R INDUSTRIES, INC. LONG SLEEVE TEES	61.00			02/11/21
						HI-VIS-J.C.HAGER				
ACCOUNT TOTAL							68.21	.00	68.21	
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1241		08/21 AP		11/30/20	0000000	SNYDER & ASSOCIATES, INC. 3174-GEN.ENGINEERING 2019 SERVICES THRU 10/31/20	467.00			02/11/21
PROJECT#: 023174										
ACCOUNT TOTAL							467.00	.00	467.00	

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1241		08/21 AP	01/22/21	0000000		MIDAMERICAN ENERGY	10.31		02/11/21
						FINCHFORD RIVER GAUGE			
									12/21/20-01/22/21
						ACCOUNT TOTAL	10.31	.00	10.31
101-6625-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1263		08/21 AP	01/06/21	0136369		US BANK	460.00		02/03/21
						ASCE PURCHASING			
						DUES & MEMBERSHIP-M TOLAN			
1263		08/21 AP	01/04/21	0136369		US BANK	100.00		02/03/21
						IA PROFESSIONAL LIC BUR			
						PE LICENSE RENEW-D WICKE			
						ACCOUNT TOTAL	560.00	.00	560.00
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1285		08/21 AP	01/14/21	0000000		STOREY KENWORTHY	26.45		02/11/21
						APPT BOOK AND PAPER			
1285		08/21 AP	01/07/21	0000000		STOREY KENWORTHY	21.79		02/11/21
						CALENDAR			
						ACCOUNT TOTAL	48.24	.00	48.24
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1285		08/21 AP	02/03/21	0000000		CINTAS FIRST AID & SAFETY	71.50		02/11/21
						FIRST AID SAFETY SUPPLIES			
						PARKS			
1292		08/21 AP	02/03/21	0000000		THOMPSON SHOES	160.00		02/11/21
						SAFETY SHOES-S MCCOY			
						P.O. 56570			
1292		08/21 AP	02/03/21	0000000		THOMPSON SHOES	160.00		02/11/21
						SAFETY SHOES-H RUNKLE			
						P.O. 56578			
1285		08/21 AP	01/25/21	0000000		MENARDS-CEDAR FALLS	99.72		02/11/21
						POTTING MIX AND POT			
1285		08/21 AP	01/22/21	0000000		MENARDS-CEDAR FALLS	20.42		02/11/21
						WOOD,BULB,BISCUITS			
						HILLSIDE SHOP DOOR			
1266		08/21 AP	01/19/21	0000000		SIGNS BY TOMORROW	245.00		02/11/21
						REFURBISHED PARK SIGNS			
1246		08/21 AP	01/14/21	0000000		ECHO GROUP, INC.	75.70		02/11/21
						30FT CORD			
1246		08/21 AP	01/12/21	0000000		MENARDS-CEDAR FALLS	79.90		02/11/21
						SPRINGS AND COILS			
1285		08/21 AP	01/08/21	0000000		BENTON BUILDING CENTER	33.26		02/11/21
						LUMBER-HILLSIDE SHED DOOR			
1246		08/21 AP	01/04/21	0000000		BENTON'S READY MIX CONCRETE,	167.00		02/11/21
						C-4 MIX			
1246		08/21 AP	12/31/20	0000000		NAPA AUTO PARTS	186.60		02/11/21
						PARTS & EXPENSES DEC'20			
1246		08/21 AP	12/09/20	0000000		SCOOP FEED & SUPPLY, THE	57.00		02/11/21
						GRASS SEED MIX			

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
ACCOUNT TOTAL							1,356.10	.00	1,356.10
101-6633-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1263		08/21	AP	01/20/21	0136369	US BANK	185.00		02/03/21
		ISA				ISA MEMBERSHIP AND			
1263		08/21	AP	01/08/21	0136369	US BANK	185.00		02/03/21
		ISA				INTERNATIONAL SOCIETY			
ACCOUNT TOTAL							370.00	.00	370.00
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1263		08/21	AP	01/20/21	0136369	US BANK	120.00		02/03/21
		2021	TCUSA	CONF		2021 TREE CITY USA			
1263		08/21	AP	01/11/21	0136369	US BANK	80.00		02/03/21
		ISU	CPM			SHADE TREE SHORT COURSE			
ACCOUNT TOTAL							200.00	.00	200.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1246		08/21	AP	01/15/21	0000000	COOLEY PUMPING, LLC	105.00		02/11/21
						PORTA POTTY EL DORADO			
ACCOUNT TOTAL							105.00	.00	105.00
FUND TOTAL							102,032.74	2,333.90	99,698.84
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1285		08/21	AP	01/27/21	0000000	STOREY KENWORTHY	40.26		02/11/21
						STAPLER AND POST ITS			
ACCOUNT TOTAL							40.26	.00	40.26
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS									
1246		08/21	AP	01/26/21	0000000	SERVICEWEAR APPAREL, INC.	105.85		02/11/21
						UNIFORMS FOR CASEY PAINE			
ACCOUNT TOTAL							105.85	.00	105.85
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									

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									POST DT	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES continued										
1266		08/21 AP		02/01/21	0000000	BUILDERS SELECT LLC DRYWALL SCREWS	8.98			02/11/21
ACCOUNT TOTAL							8.98	0.00	8.98	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
1302		08/21 AP		01/29/21	0000000	CARGILL, INC. ROAD SALT	37,816.45			02/11/21
1302		08/21 AP		01/28/21	0000000	CARGILL, INC. ROAD SALT	25,348.01			02/11/21
1246		08/21 AP		12/31/20	0000000	NAPA AUTO PARTS PARTS & EXPENSES DEC'20	21,162.79			02/11/21
ACCOUNT TOTAL							84,327.25	0.00	84,327.25	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1285		08/21 AP		02/03/21	0000000	CINTAS FIRST AID & SAFETY FIRST AID SAFETY SUPPLIES	73.13			02/11/21
1292		08/21 AP		02/03/21	0000000	THOMPSON SHOES SAFETY SHOES-J CLARK	160.00			02/11/21
ACCOUNT TOTAL							233.13	0.00	233.13	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1246		08/21 AP		12/31/20	0000000	NAPA AUTO PARTS PARTS & EXPENSES DEC'20	157.58			02/11/21
ACCOUNT TOTAL							157.58	0.00	157.58	
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1241		08/21 AP		09/29/20	0000000	FOTH INFRASTRUCTURE & ENVIRON 3224-2020 BRIDGE INSPECT.	14,005.10			02/11/21
PROJECT#:		023224				SERVICES THRU 09/11/20				
ACCOUNT TOTAL							14,005.10	0.00	14,005.10	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1241		08/21 AP		01/19/21	0000000	AECOM TECHNICAL SERVICES, INC 3240-WEST 27TH ST. RECON.	103,619.32			02/11/21
PROJECT#:		023240				12/12/20-01/15/21				
ACCOUNT TOTAL							103,619.32	0.00	103,619.32	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6647-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
1285		08/21	AP	01/27/21	0000000	STOREY KENWORTHY	8.26	02/11/21
						POST ITS		
ACCOUNT TOTAL						8.26	.00	8.26
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1266		08/21	AP	01/25/21	0000000	MENARDS-CEDAR FALLS	19.11	02/11/21
						HARDWARE		
1246		08/21	AP	01/12/21	0000000	ECHO GROUP, INC.	14.13	02/11/21
						SET SCREWS		
1246		08/21	AP	01/11/21	0000000	ECHO GROUP, INC.	28.60	02/11/21
						CONDUIT ASM.		
ACCOUNT TOTAL						61.84	.00	61.84
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
1285		08/21	AP	02/03/21	0000000	CINTAS FIRST AID & SAFETY	16.65	02/11/21
						FIRST AID SAFETY SUPPLIES		
						TRAFFIC		
ACCOUNT TOTAL						16.65	.00	16.65
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS								
1246		08/21	AP	01/15/21	0000000	AMERICAN TRAFFIC SAFETY MATER	1,126.50	02/11/21
						VINYL FOR SIGN SHOP		
ACCOUNT TOTAL						1,126.50	.00	1,126.50
206-6647-436.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1263		08/21	AP	01/20/21	0136369	US BANK	28.30	02/03/21
						PERKINS 2441 17424417		
1263		08/21	AP	01/20/21	0136369	US BANK	66.46	02/03/21
						CASEYS GEN STORE 3424		
1263		08/21	AP	01/19/21	0136369	US BANK	23.96	02/03/21
						KUM&GO 0301 CLEAR LA		
						FUEL:B GRAHAM-DRIVE 670		
ACCOUNT TOTAL						118.72	.00	118.72
FUND TOTAL						203,829.44	.00	203,829.44

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FUND 215 HOSPITAL FUND										
215-1230-1277	421.88-45	08/21 AP		01/28/21	0000000	OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR. SUCCESSSLINK HTFB:TOGETHER FOR YOUTH 2ND QTR 2021	1,421.76			02/11/21
ACCOUNT TOTAL							1,421.76	.00	1,421.76	
FUND TOTAL							1,421.76	.00	1,421.76	
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-1277	432.72-01	08/21 AP		01/25/21	0000000	OPERATING SUPPLIES / OPERATING SUPPLIES PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	23.38			02/11/21
ACCOUNT TOTAL							23.38	.00	23.38	
FUND TOTAL							23.38	.00	23.38	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-1277	432.72-19	08/21 AP		01/25/21	0000000	OPERATING SUPPLIES / PRINTING PARKADE PRINTER, INC. #9 WINDOW ENVELOPES	11.69			02/11/21
1277		08/21 AP		01/21/21	0000000	STOREY KENWORTHY COPY PAPER	3.57			02/11/21
ACCOUNT TOTAL							15.26	.00	15.26	
FUND TOTAL							15.26	.00	15.26	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-1241	431.92-85	08/21 AP		01/22/21	0000000	STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION FOTH INFRASTRUCTURE & ENVIRON 3238-UNION RD RECONSTRUCT SERVICES THRU 12/31/20	12,337.30			02/11/21
PROJECT#: 023238										
ACCOUNT TOTAL							12,337.30	.00	12,337.30	
FUND TOTAL							12,337.30	.00	12,337.30	

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1292		08/21	AP	02/02/21	0000000	ULINE, INC.	114.84			02/11/21
						MARKERS				
1277		08/21	AP	01/25/21	0000000	PARKADE PRINTER, INC.	11.69			02/11/21
						#9 WINDOW ENVELOPES				
1277		08/21	AP	01/21/21	0000000	STOREY KENWORTHY	3.57			02/11/21
						COPY PAPER				
1263		08/21	AP	01/14/21	0136369	US BANK	113.95			02/03/21
						MARKERTEK VIDEO SUPPLY				
						FIBER CLEANER, SLEEVES				
						ACCOUNT TOTAL	244.05	0.00		244.05
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1263		08/21	AP	01/07/21	0136369	US BANK	379.62			02/03/21
						B&H PHOTO 800-606-6969				
						INDUSTRIAL POWER SUPPLY				
						ACCOUNT TOTAL	379.62	0.00		379.62
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1263		08/21	AP	12/23/20	0136369	US BANK	50.00			02/03/21
						GODFATHERS PIZZA				
						MEALS:CF BB-CREW				
						ACCOUNT TOTAL	50.00	0.00		50.00
254-1088-431.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1263		08/21	AP	01/15/21	0136369	US BANK	22.51			02/03/21
						AMAZON.COM*6U7N43IJ3				
						CASE FANS-CTV VAN				
						ACCOUNT TOTAL	22.51	0.00		22.51
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
1292		08/21	AP	01/30/21	0000000	HAWKEYE SPORTS PROPERTIES, LL	1,200.00			02/11/21
						AFFILIATE RIGHTS FEES-TV				
						2021				
						ACCOUNT TOTAL	1,200.00	0.00		1,200.00
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1263		08/21	AP	01/06/21	0136369	US BANK	31.79			02/03/21
						SHOW ME CABLES				
						ADAPTERS				
						ACCOUNT TOTAL	31.79	0.00		31.79
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
1263		08/21	AP	01/12/21	0136369	US BANK	268.07			02/03/21

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FUND 254 CABLE TV FUND										
254-1088-431.93-01 EQUIPMENT / EQUIPMENT continued										
1263				08/21	AP 12/22/20 0136369	B&H PHOTO 800-606-6969 US BANK	995.00			02/03/21
						MARKERTEK VIDEO SUPPLY FIBER OPTC CONN.INSPECTOR				
ACCOUNT TOTAL							1,263.07	.00	1,263.07	
FUND TOTAL							3,191.04	.00	3,191.04	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1277				08/21	AP 01/25/21 0000000	PARKADE PRINTER, INC.	23.38			02/11/21
						#9 WINDOW ENVELOPES				
1277				08/21	AP 01/21/21 0000000	STOREY KENWORTHY	7.15			02/11/21
						COPY PAPER				
ACCOUNT TOTAL							30.53	.00	30.53	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1277				08/21	AP 01/31/21 0000000	IPS GROUP, INC	175.00			02/11/21
						GATEWAY FEES-JAN'21 (7)PAYSTATIONS				
ACCOUNT TOTAL							175.00	.00	175.00	
FUND TOTAL							205.53	.00	205.53	
FUND 261 TOURISM & VISITORS										
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1291				08/21	AP 01/27/21 0000000	STOREY KENWORTHY	35.74			02/11/21
						COPY PAPER				
ACCOUNT TOTAL							35.74	.00	35.74	
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS										
1291				08/21	AP 01/27/21 0000000	STOREY KENWORTHY	44.13			02/11/21
						LABELS FOR VG UPDATE				
1291				08/21	AP 01/11/21 0000000	STOREY KENWORTHY	23.20			02/11/21
						CARD STOCK PAPER				
ACCOUNT TOTAL							67.33	.00	67.33	
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1281				08/21	AP 01/26/21 0000000	IOWA SOCIETY-EXEC.ASSOC.	40.00			02/11/21

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FUND 261 TOURISM & VISITORS										
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION						continued				
PROJECT#: 032423										
ACCOUNT TOTAL							40.00	.00	40.00	
261-2291-423.83-07 TRANSPORTATION&EDUCATION / REGISTRATIONS										
1263		08/21 AP		12/31/20	0136369	US BANK	100.00			02/03/21
PROJECT#: 032420										
ACCOUNT TOTAL							100.00	.00	100.00	
261-2291-423.85-20 UTILITIES / INTERNET SERVICE										
1291		08/21 AP		02/02/21	0000000	IDSS GLOBAL LLC	1,500.00			02/11/21
QUARTERLY SUBSCRIPTION						MARCH-MAY2021				
ACCOUNT TOTAL							1,500.00	.00	1,500.00	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
1281		08/21 AP		12/31/21	0000000	CITY LAUNDERING CO.	10.00			02/11/21
MAT SERVICE										
1281		08/21 AP		01/28/21	0000000	CITY LAUNDERING CO.	10.00			02/11/21
MAT SERVICE										
ACCOUNT TOTAL							20.00	.00	20.00	
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS										
1291		08/21 AP		02/08/21	0000000	CEDAR VALLEY SPORTS COMMISSIO	22,500.00			02/11/21
FY21 ANNUAL SUPPORT										
ACCOUNT TOTAL							22,500.00	.00	22,500.00	
FUND TOTAL							24,263.07	.00	24,263.07	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1264		08/21 AP		01/20/21	0136369	US BANK	83.43			02/03/21
AMZN MKTP US*0950Q5PB3						TREES FOR SNOW GLOBES &				
1264		08/21 AP		01/20/21	0136369	US BANK	577.66			02/03/21
AMZN MKTP US*PT07X3N63						SNOW FOR SNOW GLOBES				
1264		08/21 AP		01/19/21	0136369	US BANK	122.07			02/03/21
AMZN MKTP US*B68FH0Q53						4" SNOW GLOBES				
ACCOUNT TOTAL							783.16	.00	783.16	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
FUND TOTAL							783.16	.00	783.16	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1278		08/21 AP		01/20/21	0000000	AIRE SERV.OF THE CEDAR VALLEY	6,050.00			02/11/21
						HEAT PUMP REPLACEMENT				
1278		08/21 AP		12/15/20	0000000	AIRE SERV.OF THE CEDAR VALLEY	12,100.00			02/11/21
						FURNACE HEAT PUMP REPLACE				
ACCOUNT TOTAL							18,150.00	.00	18,150.00	
FUND TOTAL							18,150.00	.00	18,150.00	
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG										
1266		08/21 AP		01/28/21	0000000	MENARDS-CEDAR FALLS	18.60			02/11/21
						COVID BARRIER HARDWARE				
		PROJECT#:		012020						
1266		08/21 AP		01/27/21	0000000	MENARDS-CEDAR FALLS	160.35			02/11/21
						COVID BARRIER				
		PROJECT#:		012020						
1263		08/21 AP		01/12/21	0136369	US BANK	80.20			02/03/21
						AMAZON.COM*8096J53D3				
		PROJECT#:		012020						
1246		08/21 AP		12/31/20	0000000	NAPA AUTO PARTS	2,038.65			02/11/21
						DISINFECTING WIPES				
		PROJECT#:		012020						
1264		08/21 AP		12/29/20	0136369	US BANK	50.10			02/03/21
						AMAZON.COM*A18NC3D93				
		PROJECT#:		012020						
1263		08/21 AP		12/24/20	0136369	US BANK	276.15			02/03/21
						AMZN MKTP US*TR4AQ0043				
		PROJECT#:		012020						
1264		08/21 AP		12/24/20	0136369	US BANK	312.90			02/03/21
						AMAZON.COM*QN7WE17C3				
		PROJECT#:		012020						
						CLOROX DISINFECTING WIPES				
ACCOUNT TOTAL							2,936.95	.00	2,936.95	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
FUND TOTAL							2,936.95	.00	2,936.95	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
430-1220-431.97-64 TIF BOND PROJECTS / VIKING ROAD EXTENSION										
1241		08/21 AP		01/14/21	0000000	SNYDER & ASSOCIATES, INC.	20,036.00			02/11/21
						3189-INDUSTRIAL PARK EXP.				
		PROJECT#:			023189	SERVICES THRU 12/31/20				
1241		08/21 AP		11/30/20	0000000	SNYDER & ASSOCIATES, INC.	4,624.25			02/11/21
						3189-INDUSTRIAL PARK EXP.				
		PROJECT#:			023189	SERVICES THRU 10/31/20				
ACCOUNT TOTAL							24,660.25	.00	24,660.25	
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD										
1241		08/21 AP		01/27/21	0000000	SNYDER & ASSOCIATES, INC.	2,080.50			02/11/21
						3212-WEST VIKING RD RECON				
		PROJECT#:			023212	SERVICES THRU 12/31/20				
1241		08/21 AP		11/30/20	0000000	SNYDER & ASSOCIATES, INC.	9,892.50			02/11/21
						3212-WEST VIKING RD RECON				
		PROJECT#:			023212	SERVICES THRU 10/31/20				
ACCOUNT TOTAL							11,973.00	.00	11,973.00	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
1241		08/21 AP		01/27/21	0000000	SNYDER & ASSOCIATES, INC.	53,966.88			02/11/21
						3242-DWNTWN STREETSCP II				
		PROJECT#:			023242	SERVICES THRU 12/31/20				
ACCOUNT TOTAL							53,966.88	.00	53,966.88	
FUND TOTAL							90,600.13	.00	90,600.13	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										

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FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-51						CAPITAL PROJECTS / POLICE CAPITAL RESERVE				
1303		08/21 AP		01/25/21	0000000	AXON ENTERPRISE, INC.	437.31			02/11/21
						TASER HOLSTERS & CRTGS.				
1303		08/21 AP		01/20/21	0000000	WATCHGUARD VIDEO	1,015.00			02/11/21
						FRONT CAMERA				
1263		08/21 AP		12/31/20	0136369	US BANK	296.80			02/03/21
						SYNTEX INDUSTRIES				
						HOSEBED COVER				
						ACCOUNT TOTAL	1,749.11	.00	1,749.11	
443-1220-431.98-88						CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD				
1241		08/21 AP		01/27/21	0000000	BLACK HAWK CO.ABSTRACT	250.00			02/11/21
						3244-ASHWORTH DR EXT.				
						4919 HUDSON RD TITLE RPRT				
						PROJECT#: 023244				
						ACCOUNT TOTAL	250.00	.00	250.00	
						FUND TOTAL	1,999.11	.00	1,999.11	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
541-2230-432.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
1241		08/21 AP		01/01/21	0000000	BENTON'S SAND & GRAVEL, INC.	9,168.32			02/11/21
						3225-2020 PERMEABLE ALLEY				
						PROJECT#: 023225				
						ACCOUNT TOTAL	9,168.32	.00	9,168.32	
						FUND TOTAL	9,168.32	.00	9,168.32	
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										

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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										
1285		08/21	AP	01/07/21	0000000	STOREY KENWORTHY	74.88			02/11/21
						STAPLERS FOR OFFICE				
1285		08/21	AP	01/06/21	0000000	STOREY KENWORTHY	108.58			02/11/21
						PENS, PENCILS				
ACCOUNT TOTAL							183.46	.00	183.46	
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1303		08/21	AP	02/01/21	0000000	WATERLOO, CITY OF	619.50			02/11/21
						DEER DISPOSAL;1/1-1/31/21				
ACCOUNT TOTAL							619.50	.00	619.50	
551-6685-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1285		08/21	AP	01/29/21	0000000	CAROLINA SOFTWARE, INC.	672.28			02/11/21
						TICKET PAPER FOR TRANSFER STATION				
1285		08/21	AP	01/14/21	0000000	STOREY KENWORTHY	33.38			02/11/21
						APPT BOOK AND PAPER				
ACCOUNT TOTAL							705.66	.00	705.66	
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1266		08/21	AP	01/31/21	0000000	CULLIGAN WATER CONDITIONING	6.75			02/11/21
						WATER-TRANSFER STATION				
1266		08/21	AP	11/30/20	0000000	CULLIGAN WATER CONDITIONING	13.00			02/11/21
						WATER-TRANSFER STATION				
1266		08/21	AP	10/31/20	0000000	CULLIGAN WATER CONDITIONING	6.50			02/11/21
						WATER-TRANSFER STATION				
ACCOUNT TOTAL							26.25	.00	26.25	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1285		08/21	AP	02/03/21	0000000	CINTAS FIRST AID & SAFETY	127.88			02/11/21
						FIRST AID SAFETY SUPPLIES REFUSE				
1263		08/21	AP	01/13/21	0136369	US BANK	184.63			02/03/21
						HEXARMOR SAFETY GLOVES				
ACCOUNT TOTAL							312.51	.00	312.51	
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE										

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FUND 551 REFUSE FUND										
551-6685-436.72-99 OPERATING SUPPLIES / POSTAGE						continued				
1266		08/21	AP	01/16/21	0000000	UNITED PARCEL SERVICE	27.88			02/11/21
						RETURN FOR MAGNETS AT TRANSFER STATION				
ACCOUNT TOTAL							27.88	.00	27.88	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
1285		08/21	AP	01/29/21	0000000	MENARDS-CEDAR FALLS	55.74			02/11/21
						BROOM, SQUEEGEE, PROPANE RECYCLING CENTER				
1246		08/21	AP	01/21/21	0000000	MENARDS-CEDAR FALLS	35.06			02/11/21
						HEATER REPAIR PARTS-346				
1246		08/21	AP	12/26/20	0000000	ARNOLD MOTOR SUPPLY	9.19			02/11/21
						WIPERS FOR TRACTORS				
ACCOUNT TOTAL							99.99	.00	99.99	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1246		08/21	AP	12/31/20	0000000	NAPA AUTO PARTS	276.81			02/11/21
						PARTS & EXPENSES DEC'20				
1285		08/21	AP	11/30/20	0000000	REPUBLIC SERVICES OF IOWA	364.50			02/11/21
						BALER REPAIR				
ACCOUNT TOTAL							641.31	.00	641.31	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
1302		08/21	AP	02/05/21	0000000	WEIKERT IRON AND METAL	1,526.00			02/11/21
						APPLIANCE RECYCLING				
1246		08/21	AP	01/22/21	0000000	MIDWEST ELECTRONIC RECOVERY	485.65			02/11/21
						ELECTRONIC RECYCLING				
ACCOUNT TOTAL							2,011.65	.00	2,011.65	
FUND TOTAL							4,628.21	.00	4,628.21	
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS										
1289		08/21	AP	12/01/20	0000000	ARNOLD MOTOR SUPPLY	8.99			02/11/21
						HEX BIT SOCKET				
ACCOUNT TOTAL							8.99	.00	8.99	
552-6655-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1289		08/21	AP	02/01/21	0000000	MENARDS-CEDAR FALLS	514.99			02/11/21
						REFRIG AND BATTERIES				

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES	continued		
1289		08/21 AP	01/14/21	0000000		GRAINGER PARTS	77.07		02/11/21
						MOP,TOWELETTE STATION			
ACCOUNT TOTAL							592.06	.00	592.06
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1289		08/21 AP	01/22/21	0000000		CAMPBELL SUPPLY WATERLOO	59.88		02/11/21
						SAFETY GLASSES			
1289		08/21 AP	01/21/21	0000000		CAMPBELL SUPPLY WATERLOO	67.80		02/11/21
						SAFETY GLASSES			
ACCOUNT TOTAL							127.68	.00	127.68
552-6655-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1289		08/21 AP	01/22/21	0000000		SANDRY FIRE SUPPLY, L.L.C.	837.00		02/11/21
						FIRE HOSE HYDRO			
ACCOUNT TOTAL							837.00	.00	837.00
552-6655-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE									
1241		08/21 AP	01/18/21	0000000		SNYDER & ASSOCIATES, INC.	5,644.75		02/11/21
						3182-OAK PARK SEWER REPL.			
						SERVICES THRU 12/31/20			
PROJECT#:						023182			
ACCOUNT TOTAL							5,644.75	.00	5,644.75
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1277		08/21 AP	01/21/21	0000000		STOREY KENWORTHY	3.57		02/11/21
						COPY PAPER			
ACCOUNT TOTAL							3.57	.00	3.57
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL									
1289		08/21 AP	01/28/21	0000000		ARNOLD MOTOR SUPPLY	61.08		02/11/21
						30W OIL			
ACCOUNT TOTAL							61.08	.00	61.08
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB									
1289		08/21 AP	01/20/21	0000000		NORTH CENTRAL LABORATORIES	290.07		02/11/21
						LAB SUPPLIES			
1289		08/21 AP	01/19/21	0000000		NORTH CENTRAL LABORATORIES	56.34		02/11/21
						LAB SUPPLIES			

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FUND 552 SEWER RENTAL FUND										
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
							346.41	.00	346.41	
ACCOUNT TOTAL										
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1289		08/21 AP		02/03/21	0000000	CINTAS FIRST AID & SAFETY	55.94			02/11/21
1ST AID KIT SUPPLIES										
1292		08/21 AP		02/03/21	0000000	THOMPSON SHOES	136.00			02/11/21
SAFETY SHOES-K LEWIS P.O. 56572										
1292		08/21 AP		02/03/21	0000000	THOMPSON SHOES	160.00			02/11/21
SAFETY SHOES-T GRIFFIN P.O. 56573										
1289		08/21 AP		01/15/21	0000000	ARNOLD MOTOR SUPPLY	32.99			02/11/21
HALF MASK										
							384.93	.00	384.93	
ACCOUNT TOTAL										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1289		08/21 AP		01/25/21	0000000	JOHNSTONE SUPPLY OF WATERLOO	100.45			02/11/21
MOTOR										
1289		08/21 AP		01/19/21	0000000	MILLER MECHANICAL SPECIALITIE	380.79			02/11/21
DRIP POD PARTS										
1263		08/21 AP		01/14/21	0136369	US BANK	44.88			02/03/21
WAL-MART #0753 COMPUTER UPS-PLANT										
1246		08/21 AP		12/31/20	0000000	NAPA AUTO PARTS	40.80			02/11/21
PARTS & EXPENSES DEC'20										
1263		08/21 AP		12/24/20	0136369	US BANK	22.50			02/03/21
MENARDS CEDAR FALLS IA WASHERS AND SCREWS										
1263		08/21 AP		12/23/20	0136369	US BANK	33.87			02/03/21
MENARDS CEDAR FALLS IA CLOCK										
							623.29	.00	623.29	
ACCOUNT TOTAL										
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1289		08/21 AP		01/11/21	0000000	ARNOLD MOTOR SUPPLY	49.48			02/11/21
RUST INHIBITOR										
							49.48	.00	49.48	
ACCOUNT TOTAL										
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
1289		08/21 AP		01/28/21	0000000	O'DONNELL ACE HARDWARE	32.99			02/11/21
TOOL BOX LS										
1289		08/21 AP		01/25/21	0000000	SHERWIN-WILLIAMS COMPANY	80.44			02/11/21
PAINT LS										
							113.43	.00	113.43	
ACCOUNT TOTAL										

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FUND 552 SEWER RENTAL FUND										
552-6665-436.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
1263		08/21 AP		01/11/21	0136369	US BANK	50.00			02/03/21
		WPY*IOWA WATER ENVIRONMEN				VIRTUAL CEU CLASS-GRIFFIN				
ACCOUNT TOTAL							50.00	.00	50.00	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1289		08/21 AP		01/25/21	0000000	CITY LAUNDERING CO.	38.75			02/11/21
		RUGS/TOWELS								
ACCOUNT TOTAL							38.75	.00	38.75	
FUND TOTAL							8,881.42	.00	8,881.42	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1241		08/21 AP		01/27/21	0000000	STOREY KENWORTHY	.43			02/11/21
		PEN REFILLS, SHEET PRTCTR				LEAD				
1241		08/21 AP		01/27/21	0000000	STOREY KENWORTHY	3.57			02/11/21
		COPY PAPER								
1277		08/21 AP		01/25/21	0000000	PARKADE PRINTER, INC.	9.35			02/11/21
		#9 WINDOW ENVELOPES								
1241		08/21 AP		01/06/21	0000000	STOREY KENWORTHY	1.10			02/11/21
		BATTERIES								
1241		08/21 AP		01/06/21	0000000	STOREY KENWORTHY	3.73			02/11/21
		11X17 PAPER								
ACCOUNT TOTAL							18.18	.00	18.18	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
1246		08/21 AP		01/25/21	0000000	O'DONNELL ACE HARDWARE	25.38			02/11/21
		AUGER BIT,AIR BLOW GUN								
1263		08/21 AP		01/06/21	0136369	US BANK	180.00			02/03/21
		IA DNR FEES AND PAYMENTS				NPDES PERMITS				
1263		08/21 AP		01/06/21	0136369	US BANK	355.00			02/03/21
		IA DNR FEES AND PAYMENTS				NPDES PERMITS				
1246		08/21 AP		12/04/20	0000000	UTILITY EQUIPMENT COMPANY	376.75			02/11/21
		STORM WATER CASTING								
ACCOUNT TOTAL							937.13	.00	937.13	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1241		08/21 AP		01/15/21	0000000	AECOM TECHNICAL SERVICES, INC	21,678.69			02/11/21
		3215-OLIVE ST BOX CULVERT				12/05/20-01/08/21				

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FUND 555 STORM WATER UTILITY								
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS						continued		
PROJECT#: 023215								
ACCOUNT TOTAL						21,678.69	.00	21,678.69
FUND TOTAL						22,634.00	.00	22,634.00
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1277		08/21 AP		01/25/21	0000000 PARKADE PRINTER, INC.	9.35		02/11/21
1277		08/21 AP		01/21/21	0000000 STOREY KENWORTHY	3.57		02/11/21
COPY PAPER								
ACCOUNT TOTAL						12.92	.00	12.92
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1263		08/21 AP		01/06/21	0136369 US BANK	99.00		02/03/21
STK*BIGSTOCKPHOTO.COM ONLINE IMAGE SUBSCRIPTION								
ACCOUNT TOTAL						99.00	.00	99.00
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
1263		08/21 AP		01/15/21	0136369 US BANK	110.87		02/03/21
AMZN MKTP US*SM8IE1HQ3 USB C CABLES, THUMB DRIVES								
ACCOUNT TOTAL						110.87	.00	110.87
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS								
1292		08/21 AP		02/03/21	0000000 DE LAGE LANDEN FINANCIAL SERV	6,072.28		02/11/21
CISCO UMBRELLA								
1277		08/21 AP		02/02/21	0000000 WHEN TO WORK INC	720.00		02/11/21
SCHEDULING SOFTWARE REC CTR 2/8/21-2/7/22								
1292		08/21 AP		02/01/21	0000000 ESRI	8,100.00		02/11/21
GSI ANNUAL MAINT. 5/2/21-5/1/22								
1292		08/21 AP		01/21/21	0000000 IP PATHWAYS, LLC	9,009.63		02/11/21
FIREWALL MAINT. & SUPPORT								
1277		08/21 AP		01/08/21	0000000 RAMAKER & ASSOCIATES, INC.	750.00		02/11/21
CIMS MAINT.RENEWAL 3/16/21-3/16/22								
ACCOUNT TOTAL						24,651.91	.00	24,651.91
606-1078-441.93-01 EQUIPMENT / EQUIPMENT								

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FUND 685 VEHICLE MAINTENANCE FUND

685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES

continued

ACCOUNT TOTAL	56.22	.00	56.22
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685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES

1302		08/21 AP 02/09/21	0000000	BLACK HAWK RENTAL	51.03		02/11/21
		BOBCAT DOOR STRUT #286					
1302		08/21 AP 02/05/21	0000000	BLACK HAWK RENTAL	96.58		02/11/21
		BOBCAT DOOR HINGE #286					
1302		08/21 AP 02/05/21	0000000	BLACK HAWK RENTAL	183.50		02/11/21
		BOBCAT GLASS DOOR #286					
1302		08/21 AP 01/28/21	0000000	LAWSON PRODUCTS, INC.	100.98		02/11/21
		CABLE AND CRIMPS					
1302		08/21 AP 01/27/21	0000000	LAWSON PRODUCTS, INC.	26.58		02/11/21
		RECIP.BLADE					
1302		08/21 AP 01/26/21	0000000	C & C WELDING & SANDBLASTING	227.83		02/11/21
		WESTERN FLUID RESERVOIR # 2105					
1302		08/21 AP 01/26/21	0000000	LEGACY FIRE APPARATUS	1,286.28		02/11/21
		FLOWMETER AND MISC PARTS #FDP511					
1266		08/21 AP 01/25/21	0000000	LAWSON PRODUCTS, INC.	1,206.37		02/11/21
		MISC SHOP SUPPLIES					
1302		08/21 AP 01/25/21	0000000	SUPERIOR WELDING SUPPLY	112.92		02/11/21
		WELDING SUPPLIES					
1302		08/21 AP 01/22/21	0000000	C & C WELDING & SANDBLASTING	376.00		02/11/21
		NEW HEADLIGHTS/PLOW #234					
1266		08/21 AP 01/21/21	0000000	POLK'S LOCK SERVICE, INC.	15.00		02/11/21
		SPARE KEYS					
1246		08/21 AP 01/19/21	0000000	CONTINENTAL RESEARCH CORP.	226.10		02/11/21
		SHOP SUPPLIES-LUBRI-CORE					
1263		08/21 AP 01/14/21	0136369	US BANK	480.00		02/03/21
		KWIK TRIP 478 00004788					
1302		08/21 AP 01/05/21	0000000	C & C WELDING & SANDBLASTING	355.00		02/11/21
		WESTERN HANDHELD CONTROL #236					
1246		08/21 AP 12/31/20	0000000	NAPA AUTO PARTS	33,387.22		02/11/21
		PARTS & EXPENSES DEC'20					
1302		08/21 AP 12/11/20	0000000	GENERAL SHEET METAL WORK	232.48		02/11/21
		EXPANDED METAL AND ANGLE FOR STOCK					

ACCOUNT TOTAL	38,363.87	.00	38,363.87
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685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS

1266		08/21 AP 01/28/21	0000000	CITY LAUNDERING CO.	35.00		02/11/21
		SHOP TOWELS					

ACCOUNT TOTAL	35.00	.00	35.00
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685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-1246	446.86-15	REPAIR & MAINTENANCE				/ TIRE REPAIRS NAPA AUTO PARTS	862.77			02/11/21
	08/21	AP		12/31/20	0000000					
						PARTS & EXPENSES DEC'20				
						ACCOUNT TOTAL	862.77	.00	862.77	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
685-6698-1302	446.87-08	RENTALS / WORK BY OUTSIDE AGENCY				WITHAM AUTO CENTERS	104.16			02/11/21
	08/21	AP		01/29/21	0000000					
						ALIGNMENT #510				
						ACCOUNT TOTAL	104.16	.00	104.16	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
685-6698-1302	446.93-01	EQUIPMENT / EQUIPMENT				STIVERS FORD, INC.	33,227.00			02/11/21
	08/21	AP		02/03/21	0000000					
						PD21 SQUAD CAR #VM00617				
685-6698-1302	446.93-01	EQUIPMENT / EQUIPMENT				STIVERS FORD, INC.	36,877.00			02/11/21
	08/21	AP		02/03/21	0000000					
						PD15 HYBRID SQUAD CAR #VM00618				
685-6698-1302	446.93-01	EQUIPMENT / EQUIPMENT				STIVERS FORD, INC.	33,227.00			02/11/21
	08/21	AP		02/03/21	0000000					
						PD19 SQUAD CAR #VM00616				
685-6698-1302	446.93-01	EQUIPMENT / EQUIPMENT				PRECISE MRM LLC	960.00			02/11/21
	08/21	AP		01/29/21	0000000					
						PRECISE CELL FEE				
						ACCOUNT TOTAL	104,291.00	.00	104,291.00	
						FUND TOTAL	164,139.56	.00	164,139.56	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-1292	457.51-05	INSURANCE / LIABILITY INSURANCE				HARTFORD FIRE INSURANCE COMPA	2,202.00			02/11/21
	08/21	AP		01/30/21	0000000					
						FLOOD INS-2200 TECHNOLOGY 2021 PREMIUM				
689-1902-1277	457.51-05	INSURANCE / LIABILITY INSURANCE				FRIEDEMANN GOLDBERG LLP	27.50			02/11/21
	08/21	AP		01/22/21	0000000					
						LGL:J BALIK 12/07/20				
689-1902-1277	457.51-05	INSURANCE / LIABILITY INSURANCE				FRIEDEMANN GOLDBERG LLP	55.00			02/11/21
	08/21	AP		12/21/20	0000000					
						LGL:J BALIK 11/30/20				
						ACCOUNT TOTAL	2,284.50	.00	2,284.50	
						FUND TOTAL	2,284.50	.00	2,284.50	

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 724						TRUST & AGENCY			
FUND 727						GREENWOOD CEMETERY P-CARE			
FUND 728						FAIRVIEW CEMETERY P-CARE			
FUND 729						HILLSIDE CEMETERY P-CARE			
FUND 790						FLOOD LEVY			
						GRAND TOTAL	702,804.96	2,333.90	700,471.06