



**AGENDA  
CITY OF CEDAR FALLS, IOWA  
CITY COUNCIL MEETING  
MONDAY, NOVEMBER 16, 2020  
7:00 PM AT CITY HALL**

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**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 November 2, 2020.

**Agenda Revisions**

**Special Order of Business**

- 2. Planning and Zoning Commission Interview.
  - a) Interview of Abigail Sears.
  - b) Approve the recommendation of the Mayor relative to the appointment of Abigail Sears to the Planning and Zoning Commission, term ending 11/01/2022.
- 3. Public hearing on the proposed rezoning from C-3, Commercial and R-4, Multiple Residence Districts, to C-3, Commercial District, of property located in the vicinity of West 22nd Street and College Street.
  - a) Receive and file proof of publication of notice of hearing. (Notice published November 6, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Pass an ordinance amending Section 26-118 of the Code of Ordinances by rezoning from C-3, Commercial and R-4, Multiple Residence Districts, to C-3, Commercial District, of property located in the vicinity of West 22nd Street and College Street, upon its first consideration.

4. Public hearing on the proposed amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.
  - a) Receive and file proof of publication of notice of hearing. (Notice published November 6, 2020)
  - b) Written communications filed with the City Clerk.
  - c) Staff comments.
  - d) Public comments.
  - e) Resolution approving amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.

#### **Old Business**

5. Pass Ordinance #2975, amending Chapter 22, Telecommunications, of the Code of Ordinances relative to placement of small wireless facilities, upon its third & final consideration.

#### **New Business**

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

6. Receive and file the following proclamations:
  - a) Holiday Hoopla Day, November 27, 2020.
  - b) Civil Air Patrol Day, December 1, 2020.
  - c) Giving Tuesday and Cedar Falls Representative Citizens Day, December 1, 2020.
7. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
  - a) Helen Pearce, Housing Commission, term ending 12/31/2022.
  - b) Lindsay Pieters, Housing Commission, term ending 12/31/2022.
  - c) Don Timmerman, Housing Commission, term ending 12/31/2022.
8. Receive and file the Committee of the Whole minutes of November 2, 2020 relative to the following items:
  - a) Washington Street.
  - b) Nutrient Reduction Strategy.
9. Receive and file the FY2020 Comprehensive Annual Financial Report.
10. Receive and file the FY2020 Annual Report of the Cedar Falls Human Rights Commission.
11. Approve an application for a temporary sign at 1807 Greenhill Drive, November 27-28, 2020.
12. Approve the following applications for beer permits and liquor licenses:
  - a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
  - b) LifeStyle Inn, 5826 University Avenue, Class B liquor - renewal.
  - c) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
  - d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.

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

13. Resolution approving and authorizing execution of a Service Agreement and Business Associate Agreement with Infinisource, Inc., dba iSolved Benefit Services, relative to providing flexible spending account and health reimbursement arrangement services for 2021.



- [14.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 710 West 13th Street.
- [15.](#) Resolution levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 1303 Walnut Street.
- [16.](#) Resolution approving and authorizing execution of a Title VI Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT).
- [17.](#) Resolution approving and authorizing execution of a First Amendment to Preconstruction Agreement for Primary Road Project with the Iowa Department of Transportation relative to the Iowa Highway 58 and Viking Road Intersection Improvement Project.
- [18.](#) Resolution approving and authorizing execution of an extension of three Red House Studio Leases relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program.
- [19.](#) Resolution approving and authorizing Change Order 1 to the Rehabilitation Contract with Daniels Home Improvement & Construction for a housing rehabilitation project relative to Community Development Block Grant (CDBG-CV) CARES Act funding.
- [20.](#) Resolution approving five occupancy permits prior to the acceptance of public improvements in Prairie Winds 5th Addition.
- [21.](#) Resolution approving and authorizing execution of four Agreements for Professional Services relative to use of Community Development Block Grant (CDBG) funds, in conjunction with the FFY20 Annual Action Plan.
- [22.](#) Resolution approving an S-1 Shopping Center Zoning District site plan for installation of a entrance canopy at 2302 West 1st Street.
- [23.](#) Resolution approving a HWY-1 Highway Commercial Zoning District site plan for construction of a new car wash at 416 Brandilynn Boulevard.
- [24.](#) Resolution approving and authorizing expenditure of funds to order brick pavers for the Downtown Streetscape and Reconstruction Project, Phase 2.
- [25.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with The Vault, LLC relative to a post-construction stormwater management plan at 6100 Production Drive.
- [26.](#) Resolution approving and authorizing execution of four Owner Purchase Agreements, and four Temporary Construction Easements, in conjunction with the Cedar Heights Drive Reconstruction Project.
- [27.](#) Resolution approving and authorizing execution of eight Owner Purchase Agreements, and approving and accepting eight Temporary Construction Easements, in conjunction with the Union Road Recreational Trail Project - West 12th Street to West 27th Street.
- [28.](#) Resolution setting November 24, 2020 as the date of consultation and December 21, 2020 as the date of public hearing on a proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan.
- [29.](#) Resolution setting November 24, 2020 as the date of consultation and December 21, 2020 as the date of public hearing on a proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan.

#### **Allow Bills and Payroll**

- [30.](#) Allow Bills and Payroll of November 16, 2020.

**City Council Referrals**

**City Council Updates**

**Staff Updates**

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

**Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, NOVEMBER 2, 2020  
REGULAR MEETING, CITY COUNCIL  
FRANK DARRAH, MAYOR PRO TEM, PRESIDING**

- The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Miller, deBuhr, Kruse (via videoconference at 7:02 P.M.), Harding, Darrah, Sires, Dunn. Absent: None.
- 53053 - It was moved by Harding and seconded by deBuhr that the minutes of the Regular Meeting of October 19, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 53054 - Mayor Pro Tem Darrah announced that in accordance with the public notice of October 23, 2020, this was the time and place for a public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with Strickler Properties, L.C. It was then moved by deBuhr and seconded by Miller that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- (Councilmember Kruse now present via videoconference.)
- 53055 - The Mayor Pro Tem then asked if there were any written communications filed to the proposed amended agreement. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. Economic Development Coordinator Graham provided a brief summary of the proposed agreement. Jim Skaine, 2215 Clay Street, spoke in opposition to the agreement. There being no one else present wishing to speak about the proposed amendment to agreement, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.
- 53056 - It was moved by Harding and seconded by Miller that Resolution #22,154, approving and authorizing execution of an Amended and Restated Agreement for Private Development and an Amended Minimum Assessment Agreement with Strickler Properties, L.C., be adopted. Following a question by Councilmember Harding and response by Fred Rose, 2014 West 8th Street, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion Carried. The Mayor Pro Tem then declared Resolution #22,154 duly passed and adopted.
- 53057 - It was moved by deBuhr and seconded by Miller that Ordinance #2971, granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way, be passed upon its third and final consideration. Following comments by Jim Skaine, 2215 Clay Street, and Councilmember deBuhr, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding,

Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Ordinance #2971 duly passed and adopted.

53058 - It was moved by deBuhr and seconded by Harding that Ordinance #2972, granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway, be passed upon its third and final consideration. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Ordinance #2972 duly passed and adopted.

53059 - It was moved by Miller and seconded by deBuhr that Ordinance #2973, granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Ordinance #2973 duly passed and adopted.

53060 - It was moved by Harding and seconded by Kruse that Ordinance #2974, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to refuse rates, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Ordinance #2974 duly passed and adopted.

53061 - It was moved by Harding and seconded by Miller that Ordinance #2975, amending Chapter 22, Telecommunications, of the Code of Ordinances relative to placement of small wireless facilities, be passed upon its second consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried.

53062 - It was moved by Kruse and seconded by deBuhr that the following items and recommendations on the Consent Calendar be received, filed and approved:

- Receive and file the following proclamations:
  - a) Native American Heritage Month, November 2020.
  - b) Veterans Day, November 11, 2020.

Receive & file the resignation of Rochelle Adkins as a member of the Planning & Zoning Commission.

Approve the following recommendations of the Mayor Pro Tem relative to the

appointment of members to Boards and Commissions:

- a) David Hartley, Planning and Zoning Commission, term ending 11/01/2025.
- b) Amanda Lynch, Planning and Zoning Commission, term ending 11/01/2025.
- c) Sarah Corkery, Parks and Recreation Commission, term ending 06/30/2022.
- d) Kelsey Schreiber, Parks and Recreation Commission, term ending 06/30/2022.

Receive and file the City Council Work Session minutes of October 19, 2020 relative to City Council Organizational Effectiveness.

Receive and file the Committee of the Whole minutes of October 19, 2020 relative to E-bikes.

Receive and file Departmental Monthly Reports for September 2020.

Receive and file the Bi-Annual Report of College Hill Partnership relative to FY21 Self-Supported Municipal Improvements District (SSMID) Funds and an FY21 Economic Development Grant.

Approve the application of Anderson Acres Brewing Company, d/b/a Lark Brewing, 6301 University Avenue, for a Class C liquor & outdoor service license.

Motion carried unanimously.

53063 - It was moved by deBuhr and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #22,155, approving and adopting certain revised Personnel Policies.

Resolution #22,156, approving and authorizing execution of a Service/Product Agreement with Professional Office Services, Inc. relative to printing the City's Currents newsletter.

Resolution #22,157, approving and authorizing submission of the City's FY20 Annual Urban Renewal Report.

Resolution #22,158, renaming Black Hawk Road to Katoski Drive, from the eastern city limits to the intersection of Cedar Heights Drive.

Resolution #22,159, approving and authorizing execution of an Agreement for Animal Control Services with the City of Waterloo, Iowa.

Resolution #22,160, approving and authorizing the expenditure of funds for the purchase of a refuse collection unit.

Resolution #22,161, approving the Certificate of Completion and accepting the work of Vieth Construction Corporation for the 2019 Peter Melendy Park Renovation Project.

Resolution #22,162, approving and authorizing execution of a Joint Funding

Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgauge Station.

Resolution #22,163, of support for a grant application to the Black Hawk County Gaming Association relative to the Downtown Streetscape Project, Phase 2.

Resolution #22,164, approving and adopting payment standards for the City's Section 8 Rental Assistance Program for 2021.

Resolution #22,165, setting November 16, 2020 as the date of public hearing on amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.

Resolution #22,166, setting November 16, 2020 as the date of public hearing on the proposed rezoning from C-3, Commercial and R-4, Multiple Residence Districts, to C-3, Commercial District, of property located in the vicinity of West 22nd Street and College Street.

Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolutions #22,155 through #22,166 duly passed and adopted.

53064 - It was moved by Miller and seconded by Harding that Resolution #22,167, authorizing certification of eligible expenses for reimbursement from the College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified Tax Increment Financing Revenues, be adopted. Following questions by Jim Skaine, 2215 Clay Street, and Councilmember Miller, and response from Finance and Business Operations Director Rodenbeck, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolution #22,167 duly passed and adopted.

53065 - It was moved by Miller and seconded by deBuhr that Resolution #22,168, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees, incentive payments, and project costs related to Downtown Visioning and Downtown Streetscape in the Downtown Urban Renewal Area, be adopted. Following questions by Councilmember Miller and Jim Skaine, 2215 Clay Street, and responses from Finance and Business Operations Director Rodenbeck, it was moved by Miller and seconded by deBuhr that the following resolutions be included in this consideration without separate discussion. Following a question by Councilmember Harding and response by Finance and Business Operations Director Rodenbeck, the motion carried unanimously.

Resolution #22,169, approving and authorizing an inter-fund loan from the Parking Fund to the Tax Increment Financing (TIF) Fund relative to funding for

project costs related to parking improvements in the Downtown Urban Renewal Area.

Resolution #22,170, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway landscaping project in the Pinnacle Prairie Urban Renewal Area.

Resolution #22,171, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal, construction, oversizing costs, master plans, and administrative fees related to the Gateway Business Park, Cyber Lane, and various projects in the South Cedar Falls Urban Renewal Area.

Resolution #22,172, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land and related expenses in the South Cedar Falls Urban Renewal Area.

Resolution #22,173, approving and authorizing an inter-fund loan from the Local Option Sales Tax (LOST) Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal, engineering, construction, and administrative fees related to the Ridgeway Avenue project in the South Cedar Falls Urban Renewal Area.

Resolution #22,174, approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for Highway 58 Corridor Improvements, West Viking Road, Industrial Park Street Expansion, and administrative and legal fees in the Unified Urban Renewal Area.

Resolution #22,175, approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for purchase of land in the Unified Urban Renewal Area.

Resolution #22,176, approving and authorizing an inter-fund loan from the Street Improvement Fund to the Tax Increment Financing (TIF) Fund relative to funding for project costs related to the University Avenue Phase III project in the Unified Urban Renewal Area.

Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolutions #22,168 through #22,176 duly passed and adopted.

53066 - It was moved by Miller and seconded by Harding that the bills and payroll of November 2, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the



proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr, Kruse. Nay: None. Motion carried.

- 53067 - City Administrator Gaines responded to a question by Councilmember Harding regarding a public meeting policy.
- 53068 - Public Safety Services Director Olson responded to Councilmember Miller's request for an update on the mutual aid response for a structure fire in Dike. Councilmembers Sires and Miller provided additional comments.

Community Development Director Sheetz provided an update on the Cedar Falls Resilience Plan and announced the upcoming Virtual Town Hall Meeting for this on November 10<sup>th</sup>, and the web site link at [www.cfiresilience.com](http://www.cfiresilience.com).

Community Development Director Sheetz also provided an update on the recent charrette for the College Hill Visioning project, 'Imagine College Hill'.

- 53069 - Public Works Director Schrage responded to questions and comments by Rick Sharp, 1623 Birch Street, and Jim Skaine, 2215 Clay Street, and Councilmembers Harding, Miller and deBuhr regarding the Greenhill Road and South Main Street intersection design.

Jim Skaine, 2215 Clay Street, had additional comments regarding voting on multiple agenda items with a single motion.

Councilmember Sires reminded citizens to vote on November 3rd.

- 53070 - It was moved by Sires and seconded by Harding that the meeting be adjourned at 8:08 P.M. Motion carried unanimously.

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Jacqueline Danielsen, 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 *Robert M. Green*

**DATE:** November 12, 2020

**SUBJECT:** Appointment of Ms. Abigail Sears to the Planning and Zoning Commission

**REF:** (a) Code of Ordinances, City of Cedar Falls §18-19: Planning and Zoning Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate Ms. Abigail Sears to the Planning and Zoning Commission to fill the vacancy of a term ending on 11/1/2022.
2. Ms. Sears was interviewed by the Selection Committee (Mayor Pro Tem, Commission Chair, Community Development Director, and Staff Liaison) in May, and was designated by that committee as First Alternate. As my policy is to nominate First and Second Alternates to a vacancy if one occurs within a year of consideration, no additional solicitations or interviews were necessary to fill this vacancy.
3. I have scheduled a council interview during the evening of November 16<sup>th</sup>, as required by the City Council, for your consideration of Ms. Sears' approval.

Encl: (1) General Application and Candidate Questionnaire for Ms. Abigail Sears

Xc: City Administrator  
 Director of Community Development  
 Planning and Community Services Manager  
 Planning and Zoning Commission Chair

###



# GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

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

Name: **Abigail** **K** **Sears** Gender: **F** Date: **5/18/2020**  
First MI Last

Home Address: **2207 Hawthorne Drive** Home Phone: **319-830-2481**

Work Address: **131 Tower Park Drive Waterloo, IA** Work Phone: **319-874-4365**

E-mail Address: **abigail.k.sears@gmail.com** Cell Phone: **319-830-2481**

Employer: **Farmers State Bank** Position/Occupation: **Treasury Management Officer**

If Cedar Falls resident, length of residency: **7 years** City Ward: **5**  I have a LinkedIn Profile

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

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

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

**Board Member for House of Hope 2018 - Current (Current Board President and former Treasurer)**  
**Boys & Girls Club of the Cedar Valley - Finance Committee member 2019 - current**  
**Cedar Falls Rotary member 2013 - current Volunteer with Salvation Army, Jr Achievement, Junior League**  
**Cedar Falls Community Main Street committee member 2012-2015**

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

**Board Member for House of Hope 2018 - Current (Current Board President and former Treasurer)**  
**Cedar Valley Leadership Institute - 2018**  
**Cedar Falls Rotary Board Member 2016-2019**  
**Cedar Falls Community Main Street committee member 2013-2015**

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

**My main motivation is to give back to the community that I live in, to make it a better place. I am very involved in the Cedar Valley, my children go to school in Cedar Falls, and my husband is a Waterloo Police Officer, so we like to see the community we live in grow and development in the best manner.**

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

**I am an Officer of Farmers State Bank, and thus do deal with the financial management of clients in the Cedar Valley.**  
**My husband is a Police Officer in Waterloo, and although he does not work in Cedar Falls I do want to make the City aware of that.**

Please e-mail completed this application to [boards@cedarfalls.com](mailto:boards@cedarfalls.com) or mail to Mayor, City of Cedar Falls, 220 Clay Street, Cedar Falls, IA 50613  
You will be contacted to submit a Candidate Questionnaire when a board vacancy occurs.



# PLANNING & ZONING COMMISSION CANDIDATE QUESTIONNAIRE

Item 2.

Name: Abigail Sears

Date: 05/18/20

Can you regularly attend commission meetings on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of the month at 5:30pm?  Yes  No

## 1. Why are you interested in serving on the Planning and Zoning Commission?

I have lived in the City of Cedar Falls for 7 years, and have watched the positive growth and development. With my knowledge and experience for business growth, I feel that I would bring a positive impact to the City that I call home.

## 2. What do you believe is the purpose and value of the Planning and Zoning Commission and Ordinance?

I believe that the value is to ensure that the City Council has the best recommendation with the decisions brought to them in relation to the planning and zoning of the City, and the ordinances that have been put in place.

## 3. What is the city's appropriate role in community growth, as it relates to planning and zoning?

The role is to support the citizens and ensure that the ordinance's that the City has put in to place are being followed appropriately. Much like the financial industry, we are to follow the law and ensure it is beneficial to our clients.

## 4. Should the City typically be liberal or conservative in interpreting the Zoning Ordinance, and why?

I believe that there are no blanket decisions. Each situation should be judged on its own merit and evaluated accordingly to ordinances set in place by the City.

## 5. What resources and activities would you use to be an informed Planning and Zoning commissioner?

Citizens of Cedar Falls, community partners and referencing the ordinances put in place to guide decisions.

## 6. Please list your organizational and relational connections which might pose potentials conflict of interest for items under consideration by the Planning and Zoning Commission.

Farmers State Bank – I am an Officer of the Bank and although I do not deal directly with the lending of commercial or residential developments, I do deal with clients in these fields.



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Thom Weintraut, AICP, Planner III  
**DATE:** November 10, 2020  
**SUBJECT:** Rezoning Request 2128 College Street (RZ20-007)

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

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

**LOCATION:** 2128 College Street

#### PROPOSAL

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

#### BACKGROUND

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



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

## ANALYSIS

### CURRENT ZONING

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

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

### PROPOSED ZONING

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

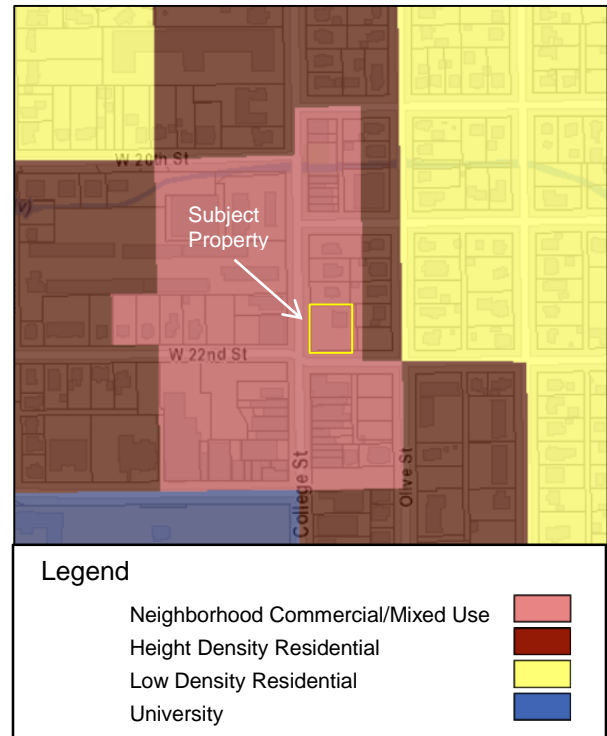
This site is also located within the CHN: College Hill Neighborhood Overlay Zoning District. The purpose of the CHN is to regulate development and land uses in the College Hill neighborhood and to provide guidance for building and site design standards, maintenance and development of the residential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

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

**COMPLIANCE WITH THE COMPREHENSIVE PLAN**

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

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



**ACCESS TO PUBLIC SERVICES**

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

**ACCESS TO ADEQUATE STREET NETWORK**

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

**PUBLIC NOTICE**

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

**TECHNICAL COMMENTS**

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



STAFF RECOMMENDATION

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

PLANNING & ZONING COMMISSION

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

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

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

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

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

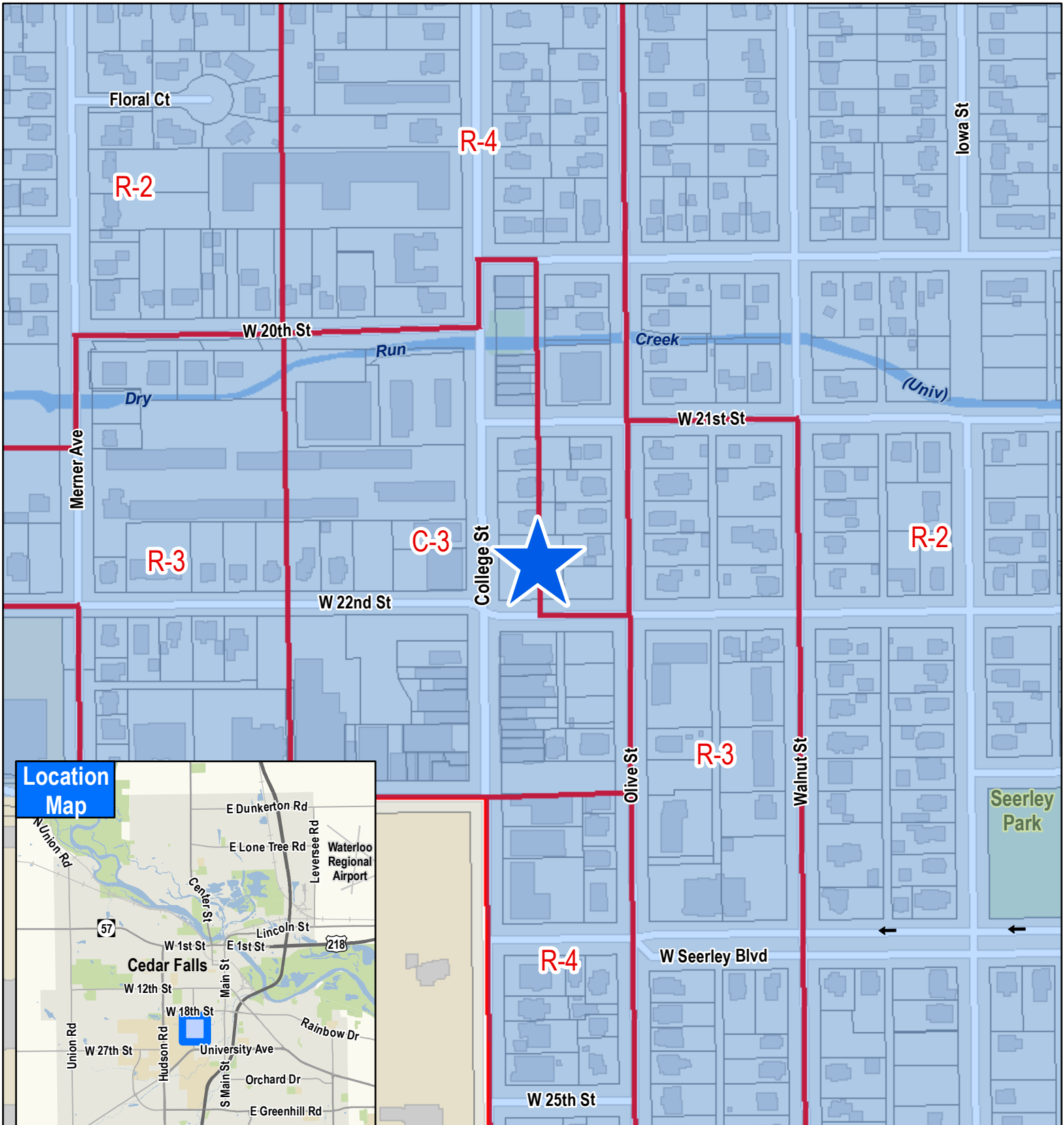
Ms. Prideaux made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 8 ayes (Hartley, Holst, Larson, Leeper, Lynch, Prideaux, Saul and Schrad), and 0 nays.

Attachments: Location Map  
Rezoning Aerial Photo  
College Hill Partnership Letter

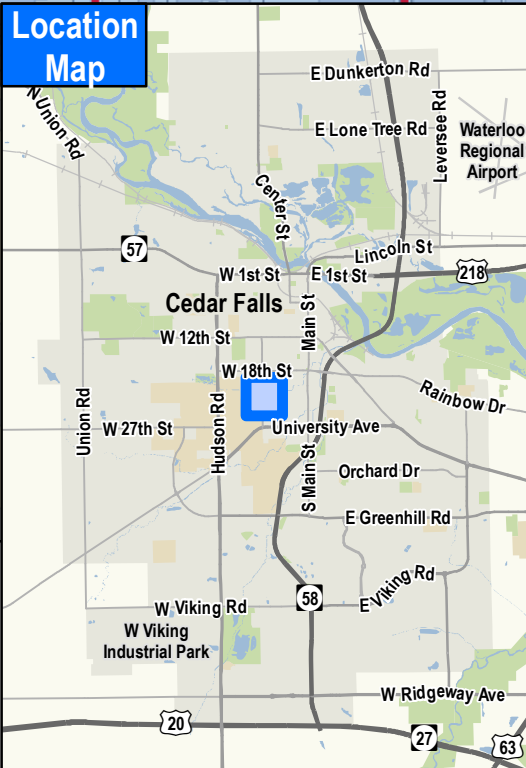
# Cedar Falls Planning & Zoning Commission

## October 14, 2020

Item 3.



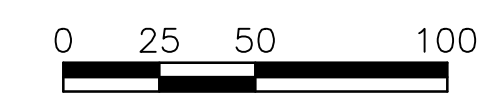
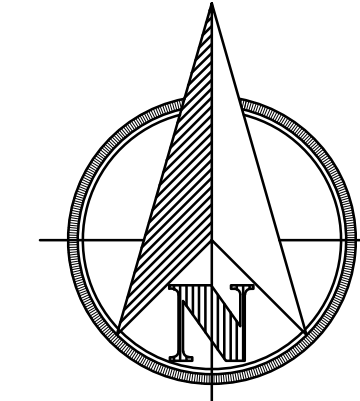
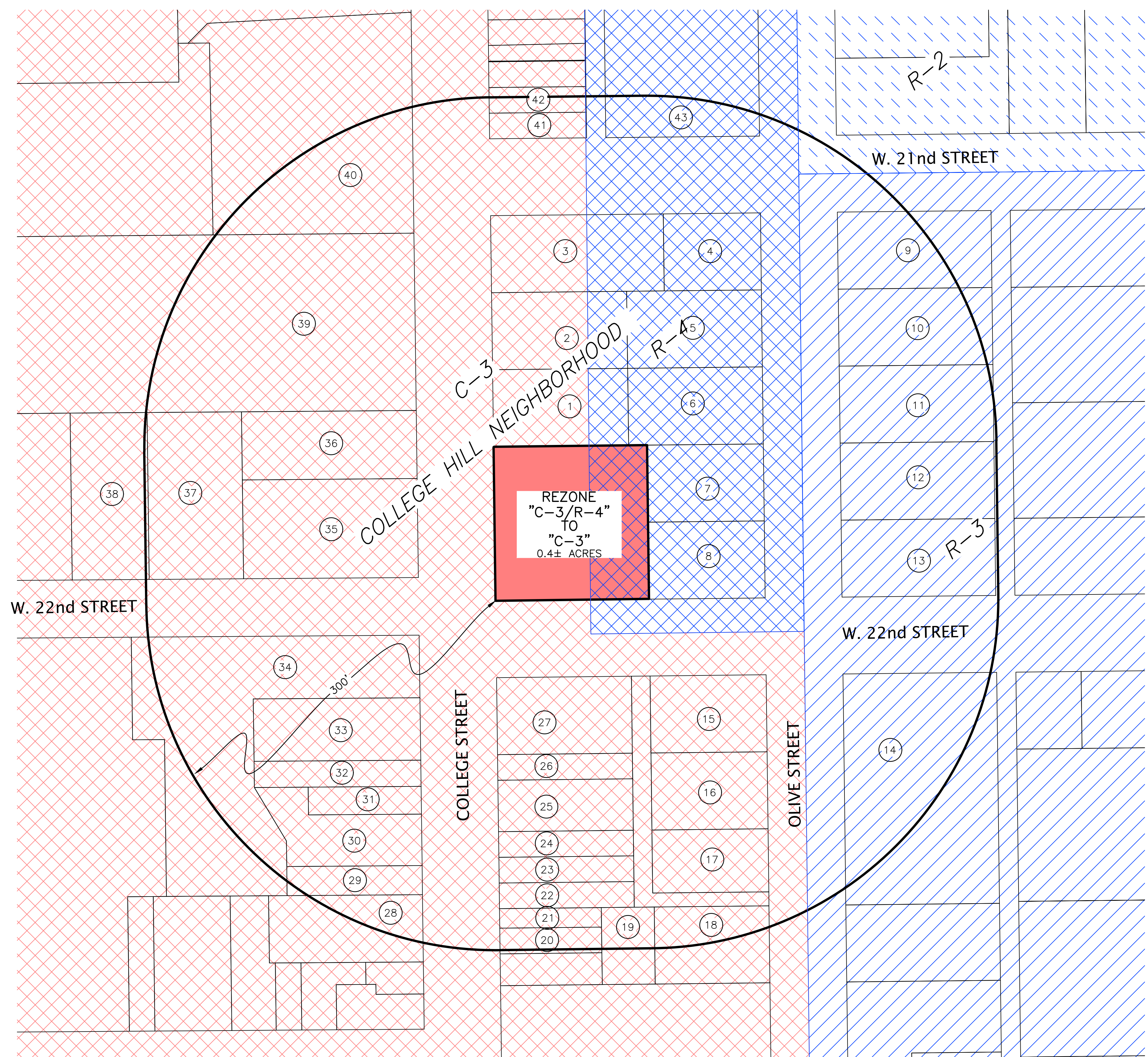
### Location Map



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

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

SEE ATTACHED SHEETS FOR  
PROPERTY OWNER NAMES  
AND ADDRESSES



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





14 October 2020

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

Members of the Cedar Falls Planning and Zoning Commission:

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

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

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

**Regards,**

**Kathryn Sogard, Executive Director**

College Hill Partnership  
on Behalf of the Partnership Board Of Directors

**College Hill Partnership**

2304 College Street  
PO Box 974  
Cedar Falls, Iowa 50613

Phone: 319-273-6228  
collegehillpartnership@gmail.com  
www.collegehillpartnership.org

**2020-2021**

**Board of Directors**

- Chris Martin, President
- Ryan Kriener, Vice President
- Becky Hawbaker, Secretary
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- Andrea Geary
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- Brent Dahlstrom
- Elle Boeding
- Kyle Dehmlow
- Bettina Fabos

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

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

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





## 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 Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** November 11, 2020  
**SUBJECT:** Hold Public Hearing: Community Development Block Grant & HOME Programs - Substantial Amendment to FFY19 Annual Action Plan

In April 2020, the CARES Act was passed in response to COVID-19. The Act provides additional funds through the Community Development Block Grant to support activities that prevent, prepare for, and respond to the pandemic. The Act provided three rounds of funding. Cedar Falls received \$160,662 in Round 1. Round 2 funds were allocated through the State of Iowa (no action was needed). On September 11, 2020, the City was notified that Cedar Falls will receive \$157,775.00 from the Round 3 funds. HUD requires the federal funds to be allocated to activities/program areas in an Annual Action Plan. Staff proposes amending our currently active plan, FFY19 Annual Action Plan. This is the most expeditious method to then receive the funds and distribute them.

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

<b>Activity</b>	<b>FFY2019 AAP (currently approved)</b>	<b>CARES Act (amendment round 1)</b>	<b>CARES Act Proposed Amendment Round 3</b>	<b>Total</b>
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$16,500	\$100,000	\$0	\$116,500
Prevent Homelessness Through Agency and Organizational Support (Service Agencies)	\$37,960	\$32,132	\$135,000	\$205,092
CDBG Planning and Administration	\$50,615	\$28,530	\$22,775	\$101,920
<b>Total</b>	<b>\$105,075</b>	<b>\$160,662</b>	<b>\$157,775</b>	<b>\$423,512</b>

In HUD's press release from dated September 11, 2020, Round 3 funds are designed to help households struggling to meet their rental or mortgage obligations, due to the pandemic. The funds will provide temporary financial assistance to low-moderate income households, for up to six months, with priority to those facing higher risk of eviction.

Finally, to implement the added activities, there has been and will continue to be added City staff time. INRCOG has also been instrumental in fulfilling administrative operations for CDBG. Therefore, a contract amendment with INRCOG will be proposed at a later date. The administrative functions include amendments to the plans (with public hearings), HUD notices and reports, processing contract amendments for Service Agencies, and program management. These administrative costs are covered with CDBG funds.

The amendment to the Annual Action Plan is attached. Amendments are highlighted in yellow.

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

At their November 10, 2020 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval. Staff recommends approval of the substantial amendment to FFY19 Annual Action Plan and submitting it to HUD.

Please contact staff with any questions. Thank you.

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



**CITY OF CEDAR FALLS, IOWA  
CDBG ENTITLEMENT PROGRAM**

**FEDERAL FISCAL YEAR 2019 (CITY FISCAL YEAR 2020) ANNUAL ACTION PLAN-AMENDMENT #2  
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FORMULA FUNDING 3**

**PRELIMINARY DRAFT FOR REVIEW (November 3<sup>rd</sup>, 2020)**

**COMMENT PERIOD PUBLICATION (5-day public comment period, per Citizen Participation Plan):  
Waterloo-Cedar Falls Courier; ~~May 22<sup>nd</sup>~~, November 4<sup>th</sup>, 2020**

**HOUSING COMMISSION (PUBLIC) MEETINGS ON:  
~~May 19<sup>th</sup>~~ November 10<sup>th</sup>, 2020**

**CITY COUNCIL (PUBLIC) MEETINGS ON:  
~~May 18<sup>th</sup>~~ November 2<sup>nd</sup>, 2020 (Council sets public hearing ~~for June 1<sup>st</sup>~~ November 16<sup>th</sup>, 2020)  
~~May 31<sup>st</sup>~~ November 6, 2020 (Waterloo-Cedar Falls Courier ~~ran a detailed story regarding the amendment and its elements~~)  
~~June 1<sup>st</sup>~~ November 16<sup>th</sup>, 2020 (Adoption) (After a properly-noticed public hearing was conducted)  
Publication: Waterloo-Cedar Falls Courier; ~~May 22<sup>nd</sup>~~ November 6, 2020**

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

**Introduction**

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

**Anticipated Resources**

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of Con Plan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public/Federal	Housing Rehab and Repair, Agency Assistance, Infrastructure Development, Community and Economic Development Efforts, Public Service Improvements, Demolition/Clearance, Neighborhood Access, Neighborhood Improvements, Acquisition, Planning and Administration	\$253,085	\$0	\$372,039 (Estimated)	\$625,124 (Estimated)	\$1,012,340 (Estimated)	
CDBG-CV	Public/Federal	Housing Rehab and Repair, Agency Assistance, Planning and Administration	\$160,662	\$0	\$0	\$160,662	\$0	
<b>CDBG-CV</b>	<b>Public/Federal</b>	<b>Agency Assistance, Planning and Administration</b>	<b>\$157,775</b>	<b>\$0</b>	<b>\$0</b>	<b>\$157,775</b>	<b>\$0</b>	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$5,200,000 (Estimated)	

**Table 1 – Goals Summary**

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

**will be satisfied**

CDBG funds will be used to provide rehabilitation and repair grants for single family homeowners. Also, CDBG funds, awarded to agencies, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households. Finally, the City will support Code Enforcement, Neighborhood Infrastructure Improvements, Neighborhood Accessibility Improvements, and Neighborhood Recreational Improvements, and transportation services or amenities in low-to-moderate income areas of the community.

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

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

**Annual Goals and Objectives**

**AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)**

**Goals Summary Information**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
1	Maintain Affordable Housing: Owner Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$116,500	Homeowner Housing Rehabilitated or Repaired: 6 Household Housing Units
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$101,320	Rental Housing Rehabilitated or Repaired: 3 Household Housing Units
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$10,000	Apply Code requirements to residential units in LMI Areas: 75 Households Assisted
4	Prevent Homelessness Through Agency and Organization Support	2019	2023	Affordable Housing	Citywide	Prevent Homelessness and Offer Family and Children's Services	CDBG: <del>\$70,092</del> \$205,092	Public Service Activities Other than LMI Housing Benefit: <del>6,000</del> 6,030 persons assisted Homeless person overnight shelter: 40 persons assisted
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$251,820	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 375 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding Estimate	Goal Outcome Indicator
6	Provide Access to Transportation Services	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Neighborhood Development; Support Economic Development; Business Development	CDBG: \$0	Public Service Activities Other than LMI Housing Benefit: 0 persons assisted
7	Neighborhood Accessibility Improvements	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Infrastructure Development and Promote Neighborhood Development	CDBG: \$106,909	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 80 persons assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$50,000	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 135 persons assisted
9	Demolition and Clearance	2019	2023	Non-Housing Community Development	LMI Area Benefit	Demolition and Clearance	CDBG: \$0	Buildings Demolished: 0 Buildings
10	CDBG Planning and Administration	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Provide Effective Planning and Administration	CDBG: <del>\$79,145</del> \$101,920	Not Applicable

Table 2 – Goals Summary



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

**Introduction**

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

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

**Table 3 – Project Information**

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

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

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

## Project Summary Information

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

4	<b>Project Name</b>	<b>Agency and Organization Support</b>
	<b>Target Area</b>	City of Cedar Falls; LMI Limited Clientele
	<b>Goals Supported</b>	Prevent Homelessness Through Support of Agencies and Organizations
	<b>Needs Addressed</b>	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children’s Services
	<b>Funding Target</b>	CDBG: <del>\$70,092</del> <b>\$205,092</b> (Estimated)
	<b>Description</b>	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children’s, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately <del>6,000</del> <b>6,030</b> persons in the Cedar Falls area.
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons; Limited Clientele	
5	<b>Project Name</b>	<b>Neighborhood Infrastructure Improvements</b>
	<b>Target Area</b>	City of Cedar Falls LMI Areas
	<b>Goals Supported</b>	Neighborhood Infrastructure Improvements
	<b>Needs Addressed</b>	Promote Infrastructure Development
	<b>Funding Target</b>	CDBG: \$251,820 (Estimated)
	<b>Description</b>	Funds will be used to improve infrastructure, specifically sanitary sewer service, to LMI areas. Street, water, stormwater management, and drainage improvements may also be funded.
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 375 persons in the Cedar Falls area.
	<b>Location Description</b>	LMI Areas
	<b>Planned Activities</b>	Line sanitary sewer lines to residential units located in LMI areas in the community
<b>CDBG National Objective</b>	Benefit to low-and-moderate income (LMI) persons and/or areas	
6	<b>Project Name</b>	<b>Provide Access to Transportation Services</b>
	<b>Target Area</b>	City of Cedar Falls (Citywide); LMI Areas
	<b>Goals Supported</b>	Provide Access to Transportation Services
	<b>Needs Addressed</b>	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	<b>Funding Target</b>	CDBG: \$0 (Estimated)
	<b>Description</b>	Provide access to transit services for LMI households in the community
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	This activity will benefit approximately 0 people in the Cedar Falls area.
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

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

	<b>Planned Activities</b>	Demolish approximately 0 dilapidated units within the City
	<b>CDBG National Objectives</b>	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
<b>10</b>	<b>Project Name</b>	<b>CDBG Planning and Administration</b>
	<b>Target Area</b>	City of Cedar Falls (Citywide)
	<b>Goals Supported</b>	All of the AAP goals are supported by this function or activity
	<b>Needs Addressed</b>	Provide Effective Planning and Administration
	<b>Funding Target</b>	CDBG: \$79,145 <b>\$101,920</b> (Estimated)
	<b>Description</b>	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	<b>Target Date</b>	6/30/2020
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	Not Applicable
	<b>Location Description</b>	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	<b>Planned Activities</b>	Administrative and planning activities, associated with the CDBG program
	<b>CDBG National Objectives</b>	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight

**Table 4 – Project Summary**

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

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

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

**Geographic Distribution**

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

**Table 5 – Geographic Distribution**

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

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

**Discussion**

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

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

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

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

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

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

Table 6 – Goal Description



**AP-60 Public Housing – 91.220(h)**

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

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

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

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

**AP-70: HOPWA Goals – 91.220(l)(3)**

The City of Cedar Falls is not a HOPWA recipient.

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

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

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

With that said, there are several different kinds of barriers to the development or creation of affordable housing in Cedar Falls, some of which are outside of the City’s ability to control. First, the housing market, for low-income residents in Cedar Falls, is relatively expensive, with home valuation and rent costs being relatively high. Second,

housing demand in the community has driven-up construction costs for both single-family and multiple-family developments. For example, significant demand for rental properties, some of which is attributed to the University of Northern Iowa student population, has increased prices dramatically, to the point of making units unaffordable for low-and-moderate income households. Third, market demand has driven the price of land upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably infrastructure costs. Finally, declining or static local and federal resources, which could be allocated toward affordable housing projects, coupled with ever-increasing program requirements, have also been a key impediment to addressing low-and-moderate income housing needs.

By looking at the two issues cited above, the City of Cedar Falls is taking action to ameliorate negative effects of public policy during this process. Also, the City may wish to explore public-private-nonprofit partnerships in the development of affordable housing. Nonprofit developers can build mixed income housing and attract additional resources/financing that private developers cannot, when it comes to creating new affordable housing. Said housing may be marketed at workforce housing as opposed to being labeled affordable. Nevertheless, the City does recognize the effect that their housing market is having on the price of housing, which may affect whether or not people can afford to live in the community. Further, the City’s Comprehensive Plan identifies future use including areas that may be developed at higher densities, which may help address the availability of affordable housing. Specifically, the plan identifies the following areas that may be suitable for higher density development: along University Avenue, west of Hudson Road; immediately east of the University of Northern Iowa; and intermixed with uses in the Main Street area, between 1<sup>st</sup> Street and 7<sup>th</sup> Street. The codes, specifically zoning, building, and other regulatory ordinances that the City has adopted are designed and drafted to treat properties and people uniformly and fairly. Further, fees are either “flat” or based upon the value of the improvements made to properties in an attempt to create fairness. Finally, property tax assessment is based upon valuation, as determined by the County Assessor. Regarding the levy rate for determining actual property tax amounts, they are set by the City Council as part of their annual budgeting process. Said levy rates are set by classification (property use), the percentage of which that is actually collected by the City is determined by the State of Iowa. Currently, residentially-classified property is rolled-back by the state such that local governments may only tax at a rate of approximately 55 percent of a property’s market or 100 percent value. In addition, in 2015, the State adopted a rollback for multi-residential properties that was to be implemented over several years. The tax rate began at 86.25 percent of a property’s market value, and over eight years, it will incrementally reduce in percentage until it is the same rollback as that of residentially-classified properties (i.e. in the 50-60 percent range). This, then, reduces property tax income for the City.

With that said, the City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, and development cost (primarily infrastructure). Obviously, then, this higher cost may not allow for persons with limited means to reside in the community. As a result, the City’s participation in the Community Development Block Grant (CDBG) Entitlement Program becomes that much more important. The CDBG Entitlement has offered not only physical housing assistance in the way of rehabilitation and repair programs, the City offers assistance to residents for the services, the cost of which were borne by the Program, thus not requiring persons to have to make difficult decisions between paying for housing-related expenses and the other services they may need. It also allows for infrastructure investments, avoiding increases in other rates, taxes, or assessments for property owners because CDBG funds are used.

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

### **Introduction**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Other CDBG Requirements**

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

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

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

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

The City of Cedar Falls is not an ESG recipient.

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

The City of Cedar Falls is not a HOPWA recipient.

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

The City of Cedar Falls does not administer HTF funds.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

**MEMORANDUM**  
Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** November 3, 2020  
**SUBJECT:** Small Wireless Facility Ordinance

Mayor & Council,

With the massive proliferation of wireless communication in recent years, and particularly the rising demand for increased speed on wireless networks, wireless providers are deploying wireless facilities in a more “dense” fashion than ever before. This increased deployment includes small wireless facilities which have coverage over a small area, perhaps up to a couple of miles. Placement of such facilities in the public right-of-way has become more common in recent years.

The federal Telecommunications Act, corresponding federal regulations, and rulings and orders from the Federal Communications Commission all address in some way the authority of cities to regulate deployment of small wireless facilities in the public right-of-way and other public areas. The Iowa legislature also passed legislation addressing small wireless facilities.

The general effect of this state and federal action has been to limit the nature and extent of regulation of these facilities by cities and to impose strict timelines on the response by cities to requests by wireless providers to place facilities in public spaces. The City of Cedar Falls responded to these laws, regulations and rulings by quickly implementing Guidelines on the placement of small wireless facilities in public areas in the City. These Guidelines were approved by Council on April 15, 2019, in Resolution No. 21,498. This was a preliminary step. Council further asked staff to take the next step of developing these into an ordinance. The proposed ordinance is attached.

The City and CFU have cooperated in the development of the proposed ordinance. Together, the City and CFU engaged the services of a Washington, D.C., law firm which specializes in these matters. This law firm consulted, advised and helped to draft this proposed ordinance over the last several months. This proposed ordinance is by necessity lengthy and detailed. But it is believed that the proposed ordinance

establishes clear, workable requirements so that everyone involved in the process is fully aware up front what the requirements are and how to meet them.

Staff recommends adoption of the proposed ordinance.

**ORDINANCE NO. 2975**

AN ORDINANCE AMENDING CHAPTER 22, TELECOMMUNICATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY 1) ESTABLISHING A NEW ARTICLE I, GENERAL, CONSISTING OF EXISTING SECTION 22-1, FRANCHISE FEES FOR CABLE AND/OR VIDEO SERVICES, EXISTING SECTION 22-2, FRANCHISE FEES AFFIRMED, AND EXISTING SECTION 22-3, PUBLIC, EDUCATION AND GOVERNMENTAL CHANNEL CAPACITY, SUPPORT AND TRANSMISSION; AND 2) ENACTING A NEW ARTICLE II, SMALL WIRELESS FACILITIES, CONSISTING OF NEW SECTION 22-20, PURPOSE AND LEGISLATIVE INTENT, NEW SECTION 22-21, DEFINITIONS, NEW SECTION 22-22, WHEN PERMIT REQUIRED; SCOPE OF PERMIT, NEW SECTION 22-23, EXCLUSIONS, NEW SECTION 22-24, CITY PREFERENCES, NEW SECTION 22-25, APPLICATION REQUIREMENTS, NEW SECTION 22-26, BATCHED SUBMITTALS, NEW SECTION 22-27, CITY ACTION ON APPLICATIONS, NEW SECTION 22-28, EFFECT OF PERMIT; DURATION, NEW SECTION 22-29, FEES, NEW SECTION 22-30, GENERAL STANDARDS AND REQUIREMENTS, NEW SECTION 22-31, AESTHETIC STANDARDS, NEW SECTION 22-32, ATTACHMENT TO CFU OR CITY-OWNED SUPPORT STRUCTURES, NEW SECTION 22-33, UNDERGROUNDING REQUIREMENTS, NEW SECTION 22-34, REMOVAL, RELOCATION AND ABANDONMENT, NEW SECTION 22-35, GRAFFITI ABATEMENT, NEW SECTION 22-36, EXCEPTIONS, RELIEF, WAIVER AND EXEMPTIONS, NEW SECTION 22-37, COMPLIANCE WITH APPLICABLE LAW, NEW SECTION 22-38, ASSIGNMENT AND TRANSFER, NEW SECTION 22-39, NONCOMPLIANCE, CURE AND REVOCATION, NEW SECTION 22-40, RETENTION OF LOCAL POLICE POWER; EFFECT OF FUTURE CHANGES IN GOVERNING LAW, NEW SECTION 22-41, LIABILITY INSURANCE, NEW SECTION 22-42, INDEMNIFICATION, NEW SECTION 22-43, PERFORMANCE SECURITY, AND NEW SECTION 22-44, PLANNING AND COMMUNITY SERVICES DIVISION

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

*Section 1.* Chapter 22, Telecommunications, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by establishing a new Article I, General, consisting of current Section 22-1, Franchise Fees for Cable and/or Video Services, current Section 22-2, Franchise Fees Affirmed, and current Section 22-3, Public, Education and Governmental Channel Capacity, Support and Transmission.

*Section 2.* Chapter 22, Telecommunications, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby amended by enacting a new Article II, Small Wireless Facilities, consisting of the following new Sections: Section 22-20, Purpose and Legislative Intent; Section 22-21, Definitions; Section 22-22, When Permit Required; Scope of Permit; Section 22-23, Exclusions;



Section 22-24, City Preferences; Section 22-25, Application Requirements; Section 22-26, Batched Submittals; Section 22-27, City Action of Applications; Section 22-28, Effect of Permit; Duration; Section 22-29, Fees; Section 22-30, General Standards and Requirements; Section 22-31, Aesthetic Standards; Section 22-32, Attachment to CFU or City-Owned Support Structures; Section 22-33, Undergrounding Requirements; Section 22-34, Removal, Relocation and Abandonment; Section 22-35, Graffiti Abatement; Section 22-36, Exceptions, Relief, Waiver and Exemptions; Section 22-37, Compliance With Applicable Law; Section 22-38, Assignment and Transfer; Section 22-39, Noncompliance, Cure, and Revocation; Section 22-40, Retention of Local Police Power; Effect of Future Changes in Governing Law; Section 22-41, Liability Insurance; Section 22-42, Indemnification; Section 22-43, Performance Security; and Section 22-44, Planning and Community Services Division, as follows:

## ARTICLE II SMALL WIRELESS FACILITIES

### Sec. 22-20. Purpose and Legislative Intent

- (a) **Purpose and Intent.** The purpose of this Article is to establish a comprehensive set of siting and permitting requirements addressing the placement of Wireless Facilities and accessory equipment, and the placement and use of associated Support Structures within the Public Rights-of-Way. These regulations are intended to provide for the managed development of Wireless Facilities in a manner that recognizes and enhances the community benefits of wireless telecommunications technology and reasonably accommodates the needs of citizens and Wireless Providers in accordance with federal and State rules and regulations. At the same time, these requirements are intended to protect the community from potential adverse impacts of such facilities, including but not limited to noise, traffic, aesthetic, safety and other impacts over which the City has purview, and to preserve the visual character of the established community through appropriate design, siting, screening, and maintenance and location standards.
- (b) **Scope.** This Article only relates to the installation, use and placement of Wireless Facilities in the Public Rights-of-Way and does not address all applicable federal, State and local laws, regulations and authorizations to place Wireless Facilities outside of the Public Rights-of-Way.
- (c) **No Grant of Attachment Rights.** Nothing in this Article shall confer any right to install Wireless Facilities upon City-owned, CFU-owned, or privately-owned Poles, Support Structures, or Towers absent a separate attachment agreement with the owners of such Poles, Support Structures, or Towers. Zoning ordinances and other regulations may affect such installations.
- (d) **Legal Relationships.** This Article does not address legal relationships between private landowners and owners or operators of Wireless Facilities and does not affect the need to obtain all necessary property rights from private landowners for the placement of Wireless Facilities.

(e) **State Rights-of-Way.** This Article does not regulate the siting of Wireless Facilities within state rights-of-way except to the extent that the City has the authority to regulate the placement and location of Wireless Facilities within a state right-of-way.

**Sec. 22--21. Definitions**

For purposes of this Article, and where not inconsistent with the context of a particular section, the defined terms, phrases, words, abbreviations, and their derivations shall have the meaning given in this section. When not inconsistent with the context, words in the present tense include the future tense, words used in the plural number include words in the singular number and words in the singular number include the plural number. The word “shall” is always mandatory, and not merely discretionary.

**Accessory Equipment** means any equipment, other than an antenna, used in conjunction with a wireless facility. It includes but is not limited to cabinets, optical converters, power amplifiers, radios, multiplexers, radio units, fiber optic and coaxial cables, wires, meters, pedestals, power switches, junction boxes, batteries, power supplies, and related equipment located upon or in the immediate vicinity of the support structure.

**Antenna** means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services.

**Applicant** means any person submitting an application for a permit to place Wireless Facilities under this Article.

**Application** means all documentation that an applicant must submit to enable the City to process a request for permit to install a Wireless Facility under this Article. Such Application shall include a request for all required City permits required to construct, install, and operate Wireless Facilities within the Public Rights-of-Way.

**Applicable Standards** means all applicable engineering and safety standards governing the installation, maintenance, and operation of Wireless Facilities and Support Structures, and the performance of all work in the Public Rights-of-Way, and includes the most current versions of National Electric Safety Code (“NESC”) and the National Electrical Code (“NEC”); the regulations of the Federal Communications Commission (“FCC”) and the Occupational Safety and Health Administration (“OSHA”); the provisions of the City’s building, construction, zoning, and safety codes and regulations, including those of the City’s Department of Public Works and Department of Community Development; and/or other reasonable safety, engineering, architectural, or aesthetic requirements of the City, the State, or the federal government having jurisdiction over such facilities.

**Architectural Review District** means City-designated historic districts, landmark sites and conservation districts, National Register of Historic Places historic districts and sites, and the Cedar Falls Central Business District Overlay Zoning District or College Hill Neighborhood Overlay Zoning District defined in the City of Cedar Falls Code of Ordinances Chapter 26, Zoning, as well as other similarly designated areas of the City.

**CFU** means Cedar Falls Utilities.

**City** means the City of Cedar Falls, Iowa.

**Collocation** means to install, mount, maintain, modify, operate, or replace Wireless Facilities on or adjacent to an existing Pole or Wireless Support Structure.

**Concealment** means a physical design or treatment that minimizes adverse aesthetic and visual impacts on the view from land, property, buildings, and other facilities adjacent to, surrounding, and in generally the same area as the requested location of a Wireless Facility, including through the use of Stealth Facility design.

**Decorative Pole** means a Pole, arch, or structure placed in the Public Rights-of-Way specifically designed and placed for aesthetic purposes to support (a) electric lighting; (b) specially designed informational or directional signage; (c) temporary holiday or special event attachments; or (d) appurtenances or attachments such as flags, banners, planters, and/or other aesthetic features.

**Decorative Street Light Pole** means any Street Light Pole or Traffic Signal Pole other than a standard Street Light Pole or Traffic Signal Poles. Typically, it is specifically designed and placed for aesthetic purposes.

**Director of Community Development** means the Director of Community Development of the City of Cedar Falls, or designee.

**FCC** means the Federal Communications Commission.

**Furniture** means public infrastructure in the Public Rights-of-Way including, but not limited to, bus shelters, benches, trash receptacles, and mast arms without signals or street lights.

**Height** means, when referring to a support structure, the distance measured from the pre-existing grade level to the highest point on the structure, including any collocated wireless facility.

**Micro Wireless Facility** means a Small Wireless Facility with dimensions no larger than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that has an exterior Antenna, if any, that is no more than eleven inches in length.

**Modification** means to change or alter an existing Wireless Communications Facility or Support Structure.

**Permit** means an authorization issued by the City allowing the Applicant to install a Wireless Facility or new Wireless Support Structure, or modify an existing Wireless Facility or Wireless Support Structure within the Public Rights-of-Way pursuant to the terms of this Article. A Permit may be in the form of a special use permit or an administrative approval, as specified in this Article.

**Person** means any individual, corporation, estate, trust, partnership, joint stock company, association of two (2) or more persons having a joint common interest, or any other entity.

**Planning and Community Services Division** means the Planning and Community Services Division of the Department of Community Development of the City of Cedar Falls

**Pole** means a Utility Pole, Street Light Pole, Traffic Signal Pole, or other similar freestanding support structure within the Public Rights-of-Way, whether or not owned by the City, CFU, or a private utility.

**Public Rights-of-Way** means the surface and space in, upon, above, along, across, over, and below the entire width of any public streets, avenues, highways, roads, courts, lanes, alleys, boulevards, ways, shoulders, parking areas, side slopes, sidewalks, and bicycle lanes, as the same now or may hereafter exist, that are within the City's corporate boundaries and under the jurisdiction of the City. Public Rights-of-Way shall not include any City buildings, Utility Poles, or Street Lights owned or controlled by CFU, or City street signs or traffic facilities, street furniture or other structures or improvements, or any privately-owned Poles or facilities, regardless of whether they are situated within the Public Rights-of-Way, nor shall such term include public parks. An area can be considered Public Rights-of-Way only to the extent that it is owned or controlled by the City of Cedar Falls. Recreational trails, bike trails, and other pathways on public land or under public control are specifically excluded from the definition of Public Right-of-Way, and no Small Wireless Facilities or Support Structures or appurtenances shall be located thereon.

**Small Wireless Facility** means a wireless facility that meets the following qualifications:

- (1) The structure on which antenna facilities are mounted:
  - (a) is fifty (50) feet or less in height including antenna, or
  - (b) is no more than ten percent (10%) taller than other adjacent structures, or
  - (c) is not extended to a height of more than fifty (50) feet or by more than ten percent (10%) above its preexisting height as a result of the collocation of new antenna facilities, whichever is greater; and
- (2) Each antenna array, including components of such, associated with the deployment or Modification is no more than six (6) cubic feet in volume; and
- (3) All accessory equipment associated with the facility is cumulatively no more that twenty-eight (28) cubic feet in volume.

**State** means the State of Iowa.

**Stealth Facility** means any Wireless Facility that is designed to make the facility look like something other than a Wireless Facility or Wireless Support Structure.

**Street Light Pole** means a means a Pole owned by CFU the primary function of which is to support equipment used to provide overnight streetlight service or all-night area light service.

**Substantial Modification or Substantial Change** means, for Support Structures or Poles within the Public Rights-of-Way:

- (1) The proposed Collocation or Modification increases the overall height more than ten percent (10%) or ten (10) feet (whichever is greater); or
- (2) The proposed Collocation or Modification increases the width more than six (6) feet from the edge of the Support Structure; or
- (3) The proposed Collocation or Modification involves the installation of any new equipment cabinets on the ground when there are no existing ground-mounted equipment cabinets; or
- (4) The proposed Collocation or Modification involves the installation of any new ground-mounted equipment cabinets that are ten percent (10%) larger in height or volume than any existing ground-mounted cabinets; or
- (5) The proposed Collocation or Modification involves excavation outside the area in proximity to the structure and other transmission equipment already deployed on the ground.
- (6) The proposed Collocation or Modification would defeat the concealment elements of a Stealth Design Support Structure.
- (7) The proposed Collocation or Modification would not comply with the conditions associated with the current siting approval, provided that this limitation does not apply to any proposed Modification that would not otherwise constitute a Substantial Change.

**Tower** means a structure built for the sole or primary purpose of supporting an Antenna and the associated Wireless Facilities authorized or licensed by the FCC.

**Traffic Signal Pole** means a Pole owned by the City the primary function of which is to control and manage the flow vehicular and pedestrian traffic in a safe and efficient manner.

**Utility Pole** means a pole or similar structure owned or utilized in whole or in part by a public utility, municipality, wireless service provider, or electric utility that is designed specifically for and used to carry lines, cable, transmission equipment, or wires for telephone, wireless service, cable television, or electric service. “Utility Pole” excludes street signs, and standalone Street Light Poles and Traffic Signal Poles, and Furniture.

**Wireless Facility** means equipment at a fixed location that enables the transmission of wireless communications or information of any kind between user equipment and a communications network, except that “wireless facility” does not include coaxial or fiberoptic cable that is not immediately adjacent to, or directly associated with, a particular antenna.

**Wireless Service** means any fixed or mobile service using licensed or unlicensed wireless spectrum and provided using a Wireless Facility.

**Wireless Service Provider or Wireless Provider** means a provider of Wireless Service.

***Wireless Support Structure or Support Structure*** means a structure that is capable of supporting the attachment or installation of Wireless Facilities and associated equipment in compliance with Applicable Standards, including but not limited to Poles, Towers, Decorative Street Light Poles, Non-Decorative Street Light Poles, Furniture, and other structures within the Public Rights-of-Way.

**Sec. 22-22. When Permit Required; Scope of Permit**

- (a) Except as otherwise provided in this Article, no Person may undertake any of the following activities without first submitting a Permit Application to the Planning and Community Services Division and obtaining a Permit as provided under this Article:
- 1) The placement of a Wireless Facility within the Public Rights-of-Way; or
  - 2) The placement of any additional or replacement Support Structure intended to be used to support one or more Wireless Facilities within the Public Rights-of-Way; or
  - 3) The Substantial Modification of a Wireless Facility or Support Structure within the Public Rights-of-Way.
- (b) Unless otherwise specified, a permit issued under this Article shall be in the form of an administrative approval, and shall not require a special use permit, variance, or other authorization requiring a public hearing or approval of City Council.
- (c) All information submitted as part of an Application to install Wireless Facilities or Support Structures within the Public Rights-of-Way under this Article is hereby incorporated as part of any Permit, subject to any amendments, conditions or modification to such information subsequently approved or required by the City; or
- (d) While the City reserves the right to issue the individual permits, for purposes of commencing the application review period, all required permits for the construction, installation and operation of Wireless Facilities within the Public Rights-of-Way shall be applied for under the same unified Wireless Facility Permit Application.

**Sec. 22-23. Exclusions**

**The following shall not require a Permit under this Article:**

- (a) Any Facilities expressly exempt from the City's siting, building, and permitting authority, or expressly made exempt pursuant to Iowa law or 47 U.S.C. § 332 or the FCC's rules and regulations.
- (b) If constructed as required by the original permit, any properly permitted Wireless Facility that exists on the effective date of this Article, provided that it exists and is operating as

originally permitted, and any Modification of the Facility that has been properly permitted as of the effective date of this Article, if required.

- (c) Any repair, maintenance, or upgrade of a Wireless Facility that does not constitute a Substantial Change, or materially change the loading of the Pole, Support Structure or Tower;
- (d) Micro-Wireless Facilities that are suspended on cables or lines that are strung between existing Utility Poles in compliance with Applicable Standards are not subject to permitting requirements or annual Rights-of-Way fees. However, the City may require a single-use Rights-of-Way Permit for the installation, placement, operation, maintenance, or replacement of a Micro Wireless Facility if any of the following conditions apply:
  - (1) The required work is within a street or will require the closure of a street;
  - (2) The work disturbs the pavement, shoulder, ditch, or operation of a street;
  - (3) The work involves placement of a Micro Wireless Facility on a limited access Rights-of-Way;
  - (4) The work requires any specific precautions to ensure the safety of the traveling public or the protection or operation of public infrastructure and such work was not authorized in, or will not be conducted in, the same time, place, or manner that is consistent with the approved terms of the existing Permit for the facility or structure upon which the Micro Wireless Facility is suspended or attached.

#### **Sec. 22-24. City Preferences**

- (a) **In General.** To the extent allowed under federal and State law, the City requests that, when submitting applications for Small Cell Wireless Facilities, all Wireless Providers undertake a good faith effort to determine whether they can reasonably accommodate the following City siting preferences without unduly impairing their proposed Wireless Services.
- (b) **Preferred Locations Within the City**
  - (1) Industrial Areas if not adjacent to a municipal park, residential area, or Architectural Review District.
  - (2) Highway Rights-of-Way areas if not adjacent to a municipal park, residential area or Architectural Review District.
  - (3) Retail and Commercial Areas if not adjacent to a municipal park, residential area or Architectural Review District.

- (c) **Collocation Preferences.** It is the City's strong preference that, whenever an Applicant proposes to place a new Wireless Support Structure with a Small Cell Facility within two hundred fifty (250) feet from an existing Wireless Support Structure, the Applicant Collocate with the existing facility. If the Applicant does not seek to Collocate, the Applicant shall provide an explanation regarding the reason the Applicant cannot Collocate. The explanation shall include a sworn statement from an individual who has responsibility over placement of the Wireless Support Structure attesting that collocation within the area determined by the Applicant to meet the Applicant's radio frequency engineering requirements for the placement of a site would not result in the same mobile service functionality, coverage, and capacity, is technically infeasible, or is economically burdensome to the Applicant.

(d) **Least Preferable Locations**

The following are the least preferred areas for new Small Cell Facilities:

- (1) Residential Areas
- (2) Areas adjacent to Municipal Parks
- (3) Architectural Review Districts

(e) **Order of Preference for Wireless Support Structures**

The following list indicates the City's order of preference for Wireless Support Structures for Small Wireless Facilities:

- (1) **Non-decorative Street Light Poles:** It is the City's preference that Small Wireless Facilities be installed on existing Non-decorative Street Light Poles. Placement on Non-decorative Street Light Poles shall be preferred over placement on Traffic Signal Poles.
- (2) **Wood Street Light Pole:** It is the City's preference that Small Wireless Facilities be placed in a location where a Street Light Pole presently exists. If the street light is on a wood pole, it shall be replaced with a new metal pole.
- (3) **New Poles:** If the first two (2) options above have proven to be unavailable, the City prefers the installation of a new Pole to serve as a Wireless Support Structure.
- (4) **The use of Decorative Street Light Poles, Traffic Signal Poles as Wireless Support Structures is strongly discouraged.** These should only be proposed if the three (3) options above are unavailable or when requested by the City based on the proposed location.



- (5) Sign poles (15 feet or taller): The only sign poles that may be considered for the placement of Small Wireless Facilities are those that are at least fifteen (15) feet tall. These are the least preferred option for a Wireless Support Structure.
  - (6) Furniture: The use of Furniture is strongly discouraged for use as a Wireless Support Structure.
  - (7) CFU electric Utility Pole: Least preferred.
- (f) **Consideration of Alternate Locations.** To the extent allowed by applicable federal, State, and local law, the City reserves the right to propose an alternate Wireless Support Structure to the one proposed in the Application. The City may also propose an alternate location for a new Wireless Support Structure within one hundred (100) feet of the proposed location or within a distance that is equivalent to the width of the public Rights-of-Way in or on which the new Wireless Support Structure is proposed, whichever is greater, which the Wireless Provider shall use if it has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

#### **Sec. 22-25. Application Requirements**

- (a) **General Application Content Requirements.** The following items shall be included in an Application for Permit under this Article. In addition to the following, the City may, at any point prior to issuing a Permit, require the applicant to provide such additional information as the City reasonably deems necessary for effective evaluation of the applicant's Permit Application.
- (1) The name, address, phone number and e-mail address of the Person preparing the Application;
  - (2) If different from the Applicant, the legal name, address, phone number and e-mail address of a Wireless Provider seeking to install, own and operate the Wireless Facilities;
  - (3) The name, address, and phone number of the title holder of the Support Structure, Pole or Tower of the Wireless Facility;
  - (4) A general description of the proposed work and the purposes and intent of the Wireless Facility. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
  - (5) A street map identifying the specific location, including the postal address of the immediately adjacent property, GPS Coordinates (latitude and longitude) in decimal degrees for the proposed small Wireless Facility location;

- (6) Street view photographic images of the location;
- (7) If requested by the City, to-scale photographic simulations of the Wireless Facility “before and after construction” from key viewpoints inside of the City, and a map showing the locations of where the photos were taken and the distance(s) of each photo location from the proposed structure. If required, guidance will be provided concerning the appropriate key viewpoints on an individual application basis;
- (8) The location of the nearest residential structure;
- (9) The location, size and height of all existing and proposed Support Structures and Poles above forty (40) feet in height, whether or not currently supporting a Wireless Facility, within five hundred (500) feet of the proposed location;
- (10) The transmission and maximum effective radiated power of the antenna(s), as well as a list of the specific frequency bands to be initially activated upon completion of construction and a copy of the FCC licenses applicable for all the frequency bands licensed to the carrier or to the wireless provider;
- (11) A written statement affirming that (a) the applicant’s Wireless Facility shall always without exception be maintained in a safe manner, and in compliance with all conditions of the Permit, all applicable and permissible local codes and regulations and all applicable City, State and Federal Laws, rules, and regulations.
- (12) An explanation regarding the reason for choosing the proposed location and, if applicable, the reason the Applicant did not choose Collocation. If applicable, the explanation shall include a sworn statement from an individual who has responsibility over placement of the Tower attesting that Collocation within the area determined by the Applicant to meet the Applicant’s radio frequency engineering requirements for the placement of a site would not result in the same service functionality, coverage, and capacity, is technically infeasible, or is economically burdensome to the Applicant;
- (13) Certified detailed construction drawings, including but not limited to the following information:
  - i. A survey showing the location of all adjacent lot lines and Rights-of-Way;
  - ii. All existing and proposed ground-mounted enclosures and cabinets within fifty (50) feet of the proposed Wireless Facility site;
  - iii. Elevation drawings showing the profile or the vertical rendition of the Facility, and specifically identifying all existing and proposed attachments and all related fixtures, structures, appurtenances and apparatus, including the height above the existing grade, materials, colors and lighting;

- iv. Proposed connection to wireline or wireless backhaul; and
  - v. Proposed electrical service and grounding plans for the Facility.
- (14) The type and manufacturer of the existing or proposed Support Structure and a rigorous structural analysis and report, including calculations and loading analysis, certified by a licensed Iowa Professional Engineer, proving the structure's capability to safely accommodate the proposed facilities. No Permit will be issued for any Wireless Facility where the Support Structure is in need of safety-related remediation to comply with the requirements of this Article and other adopted standards of the City or CFU, unless and until all remediation work that is deemed necessary has been completed or a schedule for the remediation work has been approved by the City.
- (15) For placement of Antennas with the lowest part of the Antenna less than thirty-three feet (33') in Height, a completed and signed checklist for categorical exclusion of radio frequency electromagnetic emissions. If the Modification, Collocation or placement of a Wireless Facility is not categorically excluded based on applicable FCC rules, the applicant shall provide an RF compliance letter to the City and shall remain in full compliance with all related requirements set forth by FCC. The City may require the Permit holder to perform an on-site RF survey of the Facility after the construction or Modification of the Facility. Such survey shall be done under the observation and direction of the City or its designee, and an un-redacted copy of the survey results along with all calculations provided to the City.
- (16) A security plan, including emergency contact information, location and accessibility of a main breaker switch, emergency procedures to follow, and a description of an anticipated maintenance program.
- (17) Written documentation evidencing approval of the owner of any Tower, Pole, Support Structure, or other structure which a Wireless Facility or any associated equipment is proposed to be attached.
- (18) The Applicant may designate as such portions of its Application materials that it reasonably believes contain proprietary or confidential information to the extent consistent with applicable law and open records requirements.
- (b) Application Involving Substantial Modification.** An Application for Permit to Substantially Modify an existing Wireless Facility or Support Structure shall include the following:
- (1) Information clearly identifying the Wireless Provider and the subject Wireless Facility or Support Structure.

- (2) A to-scale visual depiction of the Modification.
  - (3) A narrative explaining the nature of the proposed Modification.
  - (4) A certified structural report, including calculations, demonstrating the structure's capacity to accommodate the Wireless Facility following the proposed Modification.
  - (5) If requested by the City, to-scale photographic simulations of the Wireless Facility "before and after construction" from key viewpoints inside of the City as may be appropriate and required and a map showing the locations of where the photos were taken and the distance(s) of each photo location from the proposed structure. If required, guidance will be provided concerning the appropriate key viewpoints on an individual application basis.
  - (6) A narrative description of activities proposed to minimize the visual impact of such Modification.
- (c) **Pre-Application Meeting.** All prospective Applicants are requested to initiate an informal pre-application meeting with the Planning and Community Services Division, which may be held either in-person or telephonically as deemed appropriate. The purpose of the pre-application meeting will be to expedite the application review and permitting process by identifying and preliminarily addressing any significant issues or concerns the City or the Applicant may have. Participation in a pre-application meeting shall not commence the applicable review period.

**Sec. 22-26. Batched Submittals.**

The batched submittal process described in this Section allows an Applicant to combine individual Permit Applications for the placement of Wireless Facilities (that are proposed to be substantially the same and that would otherwise be processed as separate individual applications) into a single batched submittal containing the individual applications to be processed at the same time. An Applicant may submit a single "batched" application submittal seeking Permits for multiple Small Wireless Facilities at multiple locations, subject to the following conditions:

- (a) An Applicant may combine into a single batch application up to twenty-five (25) individual Applications for Permits for new Small Wireless Facilities to be located in the City Public Rights-of-Way, provided that the proposed Wireless Facilities are of substantially the same design and style and located within a single two-mile radius.
- (b) A single Person or entity shall not apply for more than twenty-five (25) locations for Small Wireless Facilities in any period of thirty (30) calendar days. If at any time the City receives more than seventy-five Applications for Small Wireless Facilities within a single seven-day period, whether from a single Applicant or from multiple Applicants, the City may notify an Applicant submitting any additional Applications during that seven-day period that the City is invoking its right to an automatic thirty-day extension for any additional siting Application submitted during that seven-day period.

- (c) Should an Applicant file a single Application for a batch that includes both Collocated and new construction of Support Structures, the longer 90-day review period will apply.

**Sec. 22-27. City Action on Applications.**

No work of any kind may commence on a proposed Wireless Facility until the Application is reviewed and a Permit has been issued to the Applicant. Following receipt of a completed Application, the City will undertake a review pursuant to this Article in a timely fashion, consistent with its responsibilities and applicable law, and shall act within the time required by applicable law.

**(a) Sufficiency of Application**

- (1) Within ten (10) days of receiving an initial application for a Small Wireless Facility Permit, the City will notify the Applicant in writing if the Application is materially incomplete and shall clearly and specifically identify the missing documents or information and the specific rule or regulation creating the obligation to submit the requested information. Upon receipt of the requested information the applicable time period for City to complete its review of the application will start over as if the Application were received on that date;
- (2) Within ten (10) days of receiving a resubmitted application in response to a notice of insufficiency of the Permit Application, the City will notify the Applicant in writing if the resubmitted application continues to be materially incomplete and shall clearly and specifically identify the missing documents or information and the specific rule or regulation creating the obligation to submit the requested information. Pending the receipt of the requested information the review period shall be tolled. Upon receipt of the requested information the applicable time period for the City to complete its review of the Application shall resume.
  - i. Any subsequent review of an Application by the City after notice of incompleteness shall be limited to the deficiencies cited in the notice.
  - ii. There shall be no additional application fee to review an Application resubmitted pursuant to this Subsection.

- (b) Time Period for Permit Application Review.** The City shall make a final decision to approve or deny a Permit Application within the following time frames, subject to such deadlines being reset or tolled in the event of an incomplete or deficient application:

- (1) Review of an Application to Collocate a Small Wireless Facility upon an existing Support Structure or Pole: 60 days.
- (2) Review of an Application to deploy a Small Wireless Facility using a new Support Structure or Pole: 90 days.

- i. The City shall advise the Applicant in writing of its final decision and shall include in the final decision the basis for any denial(s), including specific code provisions on which the denial(s) were based. The Applicant may cure the deficiencies identified by the City and resubmit the application within thirty (30) days of the denial(s) without paying an additional application fee. The City will approve or deny the revised Application within thirty (30) days of receipt of the amended application. The subsequent review by City shall be limited to the deficiencies cited in the original denial(s).
  - ii. If the City fails to act on a Permit Application within the above prescribed time periods, the Application will be deemed granted and the Applicant may provide notice that the time period for acting has lapsed, after which the applicant may bring an action in a court of competent jurisdiction.
  - iii. If the Permit Application is to modify existing authorized Wireless Facilities and the proposed Modification does not constitute a “substantial change,” as that term is defined by the FCC, to the existing wireless facility, the City will approve the Permit Application within sixty (60) days or else the Permit Application shall be deemed granted.
- (3) In all instances, the relevant application review period shall commence on the day that the Applicant’s Application is received by the Planning and Community Services Division. All meetings, reviews and considerations of the Application by and between other City departments, agencies, and commissions shall be undertaken within the applicable review period.
- (c) **Scope of Review.** The Planning and Community Services Division, or an authorized third-party contractor or agent working on behalf of the City, shall review the Permit Application and shall prepare any findings and proposed conditions. The Planning and Community Services Division Department of Development shall upon receipt of an Application, forward copies to, and coordinate with, all other impacted City departments, agencies, and commissions. The review and evaluation may include, but shall not be limited to, such items as:
- (1) Completeness of the Application;
  - (2) The proposed facility’s compliance with federal, state, and local laws, regulations, codes, and City ordinances, including but not limited to this Article;
  - (3) Completeness and sufficiency of the vicinity map;
  - (4) General project information, including type of facility, number of antennas, height to top of antennas, radio frequency range, wattage output of equipment, compliance with FCC requirements, and concealment elements;

- (5) Compliance with aesthetic standards published by the City, including but not limited those set forth in Section 22-31 of this Article;
- (6) Noise and acoustical information;
- (7) Applicant's certification that the proposed wireless facilities will comply with all applicable FCC radio frequency (RF) requirements;
- (8) Sufficiency of the security plan;
- (9) Existence of a maintenance program;
- (10) Recommendations of City personnel or consultants with respect to the Application; and
- (11) The existence of significant unresolved issues of noncompliance with respect to existing permitted Wireless Facilities of Applicant.

#### **Sec. 22-28. Effect of Permit; Duration**

- (a) **Authority Granted; No Property Right or Other Interest Created.** A Permit issued under this Article authorizes a permit holder to undertake only certain activities in accordance with the terms of the Permit and this Article and does not create a property right or grant authority to the permit holder to impinge upon the rights of others, including those who may already have an interest in the Public Rights-of-Way.
- (b) **Need to Construct.** An Applicant must construct its Wireless Facilities within two years of issuance of a Permit. All Wireless Facilities must be connected to infrastructure such that they will be fully operable upon installation of associated Support Structures.
- (c) **Other Approvals.** The issuance of a Permit shall not relieve a Wireless Provider of the obligation to obtain all other applicable permits, approvals, and agreements necessary to install and operate its Wireless Facilities in conformance with federal, state, and local laws, rules, and regulations.

#### **Sec. 22-29. Fees**

- (a) **Application Processing Fee.** At the time that a Person submits an Application for a Permit, such Person shall pay a non-refundable application processing fee to the City as follows:
  - (1) The application processing fee with respect to a Permit for collocation of a Small Wireless Facility, or Substantial Modification of a Small Wireless Facility on an existing Support Structure, shall be a maximum of five hundred dollars (\$500) for up to five (5) Small Wireless Facilities, with an additional maximum of fifty dollars (\$50) for each additional Small Wireless Facility within a single batch application. The total amount of fees shall be adjusted every five years to reflect

any increases or decreases in the consumer price index, rounded to the nearest five dollars.

- (2) Fees for Modification of Facilities. Any proposed Modification to an existing authorized Wireless Facility, whether or not a “Substantial Change” as defined by the FCC, shall be subject to the same permit application fees as new facilities. Routine repair and maintenance activities that do not require a new permit shall not require a permit application nor payment of application processing fees.
  - (3) The application processing fee for a new Tower or Support Structure shall be a maximum of \$1,000.
- (b) **Public Rights-of-Way Usage Fee.** Upon issuance of a Permit for placement of Small Wireless Facilities in the Public Rights-of-Way, a Wireless Provider shall pay the Attachment Fee specified in the City’s Fee Schedule per permitted Wireless Facility. Thereafter, a Wireless Provider shall continue to pay an annual fee for each Wireless Facility that the permit holder installs and maintains within the Public Rights-of-Way. This fee is not applicable to Wireless Facilities attached to CFU-owned Utility Poles, Streetlight Poles or Support Structures which are separately assessed by CFU under a wireless pole attachment agreement.

## **Sec. 22-30 General Standards and Requirements**

The placement and operation of Wireless Facilities within the City’s Public Rights-of-Way shall be permitted only in accordance with the requirements set forth in this Section.

- (a) **No Interference.** Without limiting the scope of the aesthetic specifications or any other provision of this Article, all Wireless Facilities and any associated Support Structures or Poles shall be subject to the following requirements:
  - (1) No Wireless Facility, Pole, or Support Structure, nor any work associated with such, shall block, restrict, interfere with, impede access to, or impede use of, any street, sidewalk, alley, driveway, walkway, passageway, door, gate, ingress or egress points of a building or structure, delivery or pickup area, access to public transportation or shelters, access to above-ground or below-ground infrastructure owned or operated by any public or private utility, and any public way or place.
  - (2) No Wireless Facility, Pole or Support Structure shall create a visual obstruction to vehicular and pedestrian traffic, including, but not limited to, obstruction of any required sight triangle.
  - (3) No Wireless Facility, Pole or Support Structure shall create, contribute to, or exacerbate a violation of the Americans With Disabilities Act or related federal or state standards or regulations. No Wireless Facility shall interfere with safe operation of CFU or City equipment and facilities, specifically including, but not



limited to, CFU Utility Poles, CFU Streetlight Poles, or City-owned Traffic Signal Poles or signs.

- (b) **Damage to Public Rights-of-Way, CFU or City Facilities.** If a Wireless Provider or its employees, agents, subcontractors, or others acting on its behalf damages the Public Rights-of-Way, or damages or interferes with the operation of any CFU or City facilities, equipment, or structures, the wireless provider shall, at its own expense, immediately do all things reasonable to correct the damages and avoid further injury or damages, direct and incidental, resulting therefrom and shall notify CFU and/or the City as soon as practicable after such injury or damage.
- (c) **Location of Facilities Within the Public Rights-of-Way.** In addition to the specific location requirements set forth above, the City reserves the right to deny an application for a Wireless Facility Permit if the City determines that the proposed site or group of sites, based on the particular facts and circumstances, is substantially adverse to the health, safety and welfare of the City and its inhabitants. In the event a location proposed by applicant is unacceptable, the City will work in good faith with the applicant to identify one or more suitable alternate locations or find other means to accommodate the proposed Facilities in a manner consistent with the protection of the public health, safety and welfare.
  - (1) **Setback.** Wireless Facilities shall be installed with a minimum 3.5 foot setback from buildings, or the minimum setback required by NESC, or the existing setback requirement of the underlying zoning district, whichever is greater. An Applicant may request a waiver of this requirement in the event a building is located immediately adjacent to the Public Rights-of-Way, and no reasonable alternative siting locations are available.

### **Sec. 22-31. Aesthetic Standards.**

The City desires to promote cleanly organized and streamlined Wireless Facilities using the smallest and least intrusive means available to provide Wireless Services to the community. In furtherance of these goals the Wireless Facilities, Poles, and Support Structures shall comply with the aesthetic standards set forth in this subsection, as modified from time to time on a non-discriminatory basis. In the event an Applicant seeks to place a Wireless Facility that does not comply with these standards, it must request and be granted a waiver as set forth in this Article.

- (a) **General Aesthetic Requirements.** Small Wireless Facilities, Poles, and Support Structures shall match and be consistent with the materials and finish of the adjacent Poles and Support Structures of the surrounding area adjacent to their location. Within an Architectural Review District, all Small Wireless Facilities, Poles, and Wireless Support Structures shall match the color and style of existing Decorative Poles.
- (b) **Antennas on Existing or Replaced Poles or Support Structures.** The antenna(s) associated with Collocation on an existing or replaced Pole or Support Structure must have concealed cable connections, antenna mount and other hardware. The maximum

dimensions for antennas shall not be more than six (6) cubic feet in volume, including any enclosure for the antenna. Any replaced Poles within an Architectural Review District shall match the color and style of existing Decorative Poles, unless deemed infeasible by the owner of the Pole.

- (c) **Rights-of-Way.** Small Wireless Facilities, Poles, and Support Structures and related equipment shall be placed, as much as possible, in line with other utility features and in a location that minimizes any obstruction, impediment or hindrance to the usual travel or public safety on or around Public Rights-of-Way. Small Wireless Facilities, Poles and Support Structures shall not project over the traveled roadway and shall not project beyond the Public Rights-of-Way.

(d) **Height Above Ground.**

- (1) **Small Wireless Facilities.** Small Wireless Facilities shall be installed at least eight (8) feet above the ground. If a Small Wireless Facility attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic the City may require the attachment to be installed no less than sixteen (16) feet above the ground.
- (2) **New Wireless Support Structures.** In areas where there are no Wireless Support Structures or Poles taller than thirty-five (35) feet in height above ground level and the maximum allowable height for building construction in the underlying zoning district is thirty-five (35) feet in height above ground level or less, the overall height of a new Wireless Support Structure and any Collocated antennas shall not be more than forty-five (45) feet in height above ground level.
- (3) **Other Areas.** In all other areas, the overall height of a new Wireless Support Structure and any Collocated antennas shall not be more than fifty (50) feet in height above ground level.
- (4) **Existing Wireless Support Structures.** For an existing Wireless Support Structure, the antenna and any associated shroud or concealment material are permitted to be Collocated at the top of the existing Wireless Support Structure and shall not increase the height of the existing Wireless Support Structure by more than five (5) feet.

(e) **Protrusions.**

- (1) Other than the antenna, which may protrude up to twenty-four (24) inches, no other protrusions from the outer circumference of the existing or new Support Structure or Pole shall exceed six (6) feet. The Pole and all attachments to the Pole that are projecting, or any equipment or appurtenance mounted on the ground, shall comply with Americans with Disabilities Act and shall not obstruct an existing or planned sidewalk or walkway. The City, at its option, may waive this requirement.

(f) **Location of Equipment – General**

Small Wireless Facilities and related equipment shall not impede pedestrian or vehicular traffic in the Public Rights-of-Way. If any Small Wireless Facility or Wireless Support Structure is installed in a location that is not in accordance with the plans approved by the City, impedes pedestrian or vehicular traffic and/or does not comply or otherwise renders the Rights-of-Way non-compliant with Applicable Standards and laws, including the Americans with Disabilities Act, then the Wireless Provider shall promptly remove the Small Wireless Facilities and/or Wireless Support Structure. If the Provider does not complete removal in a reasonable timeframe, the City will remove it. If removed by the City or CFU, or their authorized agents, then the Wireless provider shall be liable for the cost of the removal.

- (1) **Architectural Review Districts.** In an Architectural Review District, Small Wireless Facilities and related equipment must be located such that its appearance does not detract from aesthetic goals of said District, as established in plans, regulations or ordinances related to such districts. Such items should complement and enhance the design and character; at a minimum such items shall have a neutral effect on the overall aesthetics of the District. In addition, such districts are primarily pedestrian and may have wider sidewalks and other established or planned pedestrian enhancements in the Public Rights-of-Way. In areas where sidewalks are more than five feet in width, Small Wireless Facilities and related equipment shall be located in order to minimize adverse aesthetic impacts in such areas, and must be located to the street side of the pedestrian way.
- (2) **Noise Suppression.** The applicant is required to incorporate ambient noise suppression measures and/or to place the equipment in locations less likely to impact adjacent residences or businesses to ensure compliance with all applicable noise regulations and so as not to create a nuisance.
  - (i) Wireless Facilities shall not create noise greater than 50 dB measured at 20 feet from the device in residential neighborhoods.
- (3) **Utility Lines.** Service lines must be undergrounded whenever feasible to avoid additional overhead lines, as determined by the City and Cedar Falls Utilities. For metal Poles, undergrounded cables and wires must transition directly into the Pole base without any external junction box.
- (4) **Spools and Coils.** To reduce clutter and deter vandalism, excess fiber optic or coaxial cables for Small Wireless Facilities shall not be spooled, coiled or otherwise stored on the Pole except within the approved enclosure such as a cage or cabinet.
- (5) **Above-ground Conduit.** All above-ground vertical wires, cables and connections shall be encased in the smallest section or smallest diameter PVC channel,

conduit, u-guard, or shroud feasible, with a maximum dimension of four (4) inches in diameter. Such conduit shall be finished in zinc, aluminum or stainless steel, or colored to match those metal finishes.

**(g) Location of Ground-Mounted Equipment**

Ground-mounted equipment should be minimal and the least intrusive that is financially and operationally reasonable. It should be placed to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a Public Rights-of-Way, maximize the line of sight required to add to safe travel of vehicular and pedestrian traffic and maximize line of sight at street corners and intersections and minimize hazards at those locations. The City may deny a request that negatively impacts vehicular and/or pedestrian safety.

- (1) The equipment shroud or cabinet must contain all the equipment associated with the Facility other than the Antenna. All cables and conduits associated with the equipment must be concealed from view, routed directly through the metal Pole (with the exception of wood power poles) and undergrounded between the Pole and the ground-mounted cabinet.

**(h) Location of Pole-Mounted Equipment**

- (1) **Proximity to Pole.** All Pole-mounted equipment must be installed as flush to the Pole as possible. Equipment attached to metal Poles must be installed using stainless steel banding straps or use integral brackets as designed and provided by the Pole manufacturer and match the Pole's color. Through-bolting or use of lag bolts is prohibited on metal or laminated wood Poles. All Pole-mounted equipment shall be located as close together as technically possible and if possible, on the same side of the Pole.
- (2) **Concealment.** When Pole-mounted equipment is either permitted or required, all equipment other than the Antenna(s), electric meter and disconnect switch must be concealed within an equipment cabinet. The equipment cabinet may not extend more than twelve (12) inches from the face of the Pole, unless the City determines at its sole discretion, to waive that requirement. The equipment cabinet must be non-reflective and colored to match the Pole. Equipment cabinets should be mounted as flush to the Pole as possible. Any standoff mount for the equipment cabinet may not exceed four (4) inches.
- (3) **Metering.** Metering requirements and their location will be determined by Cedar Falls Utilities.
- (4) **Cabinets.** Cabinets for telephone and/or fiber optic utilities may not extend more than twelve (12) inches from the face of the Pole, and must be painted, wrapped or otherwise colored to match the Pole. The City, at its option, may waive the requirement to limit the protrusion to no more than twelve (12) inches.

- (i) **Undergrounded Equipment Vaults.** Equipment in an environmentally controlled underground vault may be required in some areas where technologically feasible, financially reasonable and appropriate for the location.
- (j) **New Wireless Support Structures**
- (1) **Spacing.** The City strongly discourages more than one (1) new Wireless Support Structure per block and will not approve more than one (1) per two hundred fifty (250) feet along any street, including both sides, in order to minimize the hazard of multiple Support Structures adjacent to roadways and minimize visual clutter and distractions to vehicular traffic. An exemption may be granted if the Applicant can demonstrate that this restriction has the effect of preventing Wireless Service to a particular area of the City. Wireless Support Structures shall be spaced apart from Utility Poles or other Wireless Support Structures supporting Small Wireless Facilities at the same spacing between Utility Poles in the immediate proximity.
  - (2) **Multiple applications.** If multiple applications are received such that if some or all were granted violation(s) of this Article would result, or if such multiple applications would conflict with each other, then priority will be given to the first properly completed application received that meets the City's requirements.
  - (3) **Alignment with other Support Structures and Poles.** The centerline of any new Wireless Support Structure must be aligned, as much as possible, with the centerlines of existing Support Structures and Poles on the same street segment, but only if the new Structure's height does not conflict with overhead power utility lines and facilities, and the Structure may be offset sufficiently to avoid such conflict.
  - (4) **Metal Pole footings and foundations.** The design of new metal Poles including the pier, footings and anchor bolts shall be stamped, sealed and signed by a professional engineer licensed and registered by the State of Iowa, and subject to the City's review and approval. Based on the specific design of the Small Wireless Facility proposed, new metal poles may be required to be installed with reinforced concrete piers. All anchor bolts must be concealed from public view with an appropriate pole boot or cover subject to the City's prior approval.
  - (5) **Metal Pole material.** All new metal Poles must be constructed from hot-dip galvanized steel or other corrosion-resistant materials approved by the City and finished in accordance with these guidelines to avoid rust stains on adjacent sidewalks, buildings or other improvements, and must be in compliance with ATSM standards.
  - (6) **Metal Pole finish and design.** All new metal Poles must match the finish and design of nearby Poles. For example, in areas that contain Decorative Poles or

Decorative Street Light Poles, new metal Poles shall match such Poles in finish and design.

- (7) **Lighting, planters, flags, banners.** The City may require the Applicant to install functional streetlights and/or brackets to hold hanging flower planters, flags and/or banners when technically feasible and the City determines that such additions will enhance the overall appearance and usefulness of the proposed facility. The City may install hanging flower planters, flags and/or banners or similar enhancement features utilizing the brackets, at any time.
- (8) **Architectural Review Districts.** When installing equipment and cabinets located at ground level in an Architectural Review District, if any brick, colored concrete or other Public Rights-of-Way enhancements are impacted by such installation they shall be repaired or replaced. In the case of brick areas, the ground mounted items shall have a concrete foundation underneath the brick, designed to prevent frost heaving, drainage or trip hazards.
- (9) **Building facades.** New Wireless Support Structures should be located to avoid obstructing the view of building facades or the view from building facades and residences by placing the Wireless Support Structure at a corner, intersection or along a lot line. However, the safety of vehicles and pedestrians is paramount, therefore any placements near or on corners must not obscure the sight distance to approaching vehicles.

**(k) Antennas**

- (1) The total volume of Antennas must not exceed 6 (six) cubic feet on a single Support Structure.
- (2) Antennas shall have a smooth cylindrical shape, such as a single canister, or multiple separate antennas placed inside sheeting that is flush with the Support Structure, or a form factor in which multiple antennas merge into a single smooth shape. No separately mounted antennas will be allowed on a single installation (for example, multiple-sector panel antennas).
- (3) Antennas must be flush-mounted or placed in line with the Support Structure.

**(l) Concealment**

- (1) **New Wireless Support Structures.** It is the City's preference that all new Wireless Support Structures be camouflaged or use Stealth Design. The Applicant shall submit its proposal for camouflage with the Permit Application.
- (2) **Small Wireless Facilities.** Small Wireless Facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. Unless approved by the City in writing, there

shall be no external cables or wires hanging off a Pole. If approved, external cables and wires shall be sheathed or enclosed in a conduit, so that cables and wires are protected and not visible or visually minimized to the extent possible.

- (3) **Equipment Enclosures.** Equipment cabinets or enclosures, including electric meters, shall be as small as reasonably possible. Ground-mounted equipment shall incorporate concealment elements into the proposed design. Concealment may include, but shall not be limited to, landscaping, strategic placement in less obtrusive locations and placement within existing or replacement street Furniture.
  - (4) **Underground vaults.** When underground vaults are proposed, they shall be located to minimize disruption to the placement of street trees. Adequate planting depth shall be provided between the top of the vault and the finished grade to allow plants to grow in a healthy condition.
  - (5) **Underground Service Lines.** The electrical and fiber lines to each facility must be underground, unless the Support Structure has aerial wireline attachment or overhead service is otherwise deemed beneficial by the City.
- (m) **Allowed Colors.** All colors shall match the background of any Wireless Support Structure that the Facilities are located upon. In the case of existing wood Poles, finishes of conduit shall be zinc, aluminum, or stainless steel, or colored to match those metal finishes, and equipment cabinets shall be the color of brushed aluminum. Ground mounted equipment cabinets shall be the color of brushed aluminum or match the color of the Pole.
- (n) **Signage/Lights/Logos/Decals/Cooling Fans**
- (1) **Signage.** Any signage related to the new Small Wireless Facility shall not be used for advertisement purposes. The Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Small Wireless Facility. Such information shall be visible for inspection but shall not distract Public Rights-of-Way users. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g., RF ground notification signs) or the City. If no cabinet exists, the signage shall be placed at the base of the Support Structure. In no case shall signage, logos, decals or similar items exceed a total of 24 square inches.
  - (2) **Lights.** New Small Wireless Facilities and Wireless Support Structures shall not be illuminated, except in accord with State or federal regulations, or unless illumination is integral to the camouflaging strategy such as a design intended to look like a street light pole.
  - (3) **Logos/Decals.** Wireless Providers shall remove or paint over unnecessary equipment manufacturer decals. New Small Wireless Facilities and Wireless

Support Structures shall not include advertisements and may only display information required by federal, State or local regulations. The smallest and lowest visibility radio-frequency (RF) warning sticker required by government or electric utility regulations shall be utilized. The RF sticker shall be placed as close to the Antenna as possible.

- (4) **Cooling fans.** In residential areas, Wireless Providers shall use passive cooling systems. In the event that a fan is needed, fan noise shall be suppressed as provided in this Section.
- (o) **Decorative Poles**
- (1) **In General.** The City's preference is that Wireless Providers avoid using Decorative Poles to the extent reasonably possible, including installing a new Wireless Support Structure in lieu of making attachments to a Decorative Pole.
- (2) **Collocating on Decorative Traffic Signal Pole Mast Arms.** When Collocating on Decorative Traffic Signal Poles mast arms, the preferred Collocation spot is on the Traffic Signal Pole without attached street signs, with the Antenna placed at the top of the vertical pole immediately below the finial. Each proposed Collocation will be subject to a site-specific review to include a to-scale drawing of all elements of the Small Wireless Facility proposed, including but not limited to electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power.
- (3) **Existing Decorative Street Light Poles.** If an existing Decorative Street Light Pole is used, a vertical extension shall not increase the height of the existing Street Light Pole more than five (5) feet. If a replacement Decorative Street Light Pole must be used, then the height thereof shall not exceed the height of the original Street Light Pole by more than five (5) feet. In either event, the light fixture must be located at the top of the Pole, and the Small Wireless Facility must not interfere with the attachment of flags, hanging planters and/or banners or similar enhancements.
- (4) **Existing Non-decorative Poles and/or Utility Poles unavailable.** If existing Non-decorative Poles and/or Utility Poles are not available for collocation, operators may propose a new Wireless Support Structure. New Wireless Support Structures shall match the design in place for the area it is proposed. Information on the manufacturer and model identification and detailed drawings of City-owned Poles and Cedar Falls Utilities Utility Poles are available from the City and/or Cedar Falls Utilities.
- (p) **Tree Trimming.** A Wireless Provider, its contractors, and agents shall obtain written permission from the City Arborist before trimming trees in the Public Rights-of-Way hanging over its Small Wireless Facility and/or Wireless Support Structure to prevent



branches of such trees from contacting an attached Small Wireless Facility. When trimming such trees on private property is desired, then before commencing any such work the Wireless Provider, its contractors, and agents shall notify the property owner and the City Arborist and obtain the owner's permission. When directed by the City, a Wireless Provider shall trim under the supervision and direction of the City Arborist. The City shall not be liable for any damages, injuries, or claims arising from the Wireless Provider's actions under this section.

### **Sec. 22-32. Attachment to CFU or City-owned Support Structures**

- (a) **Attachment Agreement Required.** A Wireless Provider shall not attach Wireless Facilities to a CFU Utility Pole or Street Light Pole, or any City-owned Support Structure without first obtaining an attachment agreement with CFU or the City, as applicable.
- (b) **Annual Rate.** Wireless Providers shall pay the annual Attachment Fee specified in the City's Fee Schedule for each City-owned Support Structure in the Public Rights-of-Way upon which the Wireless Provider has installed a Wireless Facility. The annual attachment rates for the use of CFU Utility Poles and Street Light Poles shall be set out in the applicable pole attachment agreement.
- (c) **Power source.** The power source and associated metering must be determined and approved by Cedar Falls Utilities.
- (d) **Installations on Traffic Signal Poles and Street Light Poles.** Proposed installations on all Traffic Signal Poles or Street Light Poles must not interfere with the integrity of the facility in any way that may compromise the safety of the public. The installation must not interfere with other existing uses (seasonal or permanent) on the pole such as traffic signals, street lights, hanging flower planters, flags, and/or banners or similar enhancements. Installation of Small Wireless Facilities on any Traffic Signal Pole or Street Light Pole shall (a) be encased in a separate conduit than the traffic light electronics; (b) have a separate electric power connection than the traffic signal/street light structure; and (c) have a separate access point than the traffic signal/street light structure.
- (e) **Reservation of space.** An application for space on a CFU or City-owned Wireless Support Structure that conflicts with space reserved for future public safety, utility, communication or transportation uses will be denied unless the Provider pays for the replacement of the Pole or Wireless Support Structure and the replaced pole or Wireless Support Structure will accommodate the future use and the Small Wireless Facility.
- (f) **Make-Ready.** For City-owned Support Structures, the City shall provide a good faith estimate of any make-ready work necessary to enable the Pole or Structure to support the requested Wireless Facility, including replacement of the Structure if necessary, within forty-five (45) days after receipt of a completed request. Make-ready work for attachments including any Structure replacement shall be completed within thirty (30)

days of the Wireless Provider's written acceptance of the City's good faith estimate at the costs to be paid by the Provider.

### **Sec. 22-33. Undergrounding Requirements**

The City may deny requests to install new Wireless Support Structures in the Public Rights-of-Way or on City property in an area where the City has required all Structures and Facilities except those owned by the City to be placed underground or elsewhere in the Public Rights-of-Way or a utility easement. These areas are easily identifiable as those locations where electric facilities have been placed underground; however, if an Applicant is uncertain as to whether such facilities have been placed underground in the area, the Applicant should contact the City for clarification before applying to install Wireless Support Structures. The Applicant may request a waiver if the Wireless Provider is unable to achieve its service objective using a location in the Public Rights-of-Way or on City property where the prohibition does not apply, in a utility easement the Wireless Provider has the right to access, or in or on other suitable locations or structures made available by the City at reasonable lease rates, fees and terms.

### **Sec. 22-34. Removal, Relocation and Abandonment**

- (a) **On request by the City.** Within ninety (90) days following written notice from the City, a Wireless Provider shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change, or alter the position of any permitted Wireless Facility whenever the City has determined that such removal, relocation, change, or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon the Public Rights-of-Way, or the operations of the City, or CFU facilities, in or upon the Public Rights-of-Way.
- (b) **Emergency Removal or Relocation of Facilities.** The City retains the right and privilege to move or rearrange any Wireless Facility located within the Public Rights-of-Way, as the City may determine to be necessary, appropriate, or useful with respect to an emergency affecting the public health, safety or welfare. If circumstances permit, the City shall notify the Wireless Provider and provide the Wireless Provider an opportunity to move its own Facilities prior to rearranging or removing a Facility and shall notify the Wireless Provider after removing or rearranging a Wireless Facility. The City shall not be liable for any damages to the Wireless Facility or for an interruption in service resulting from such rearrangements or removals when undertaken in response to public safety or an emergency.

### **Sec. 22-35. Graffiti Abatement**

As soon as practical, but not later than fourteen (14) calendar days from the date a Wireless Provider receives notice thereof, a Wireless Provider shall remove all graffiti on any of its Wireless Facilities and/or Wireless Support Structures located in the Public Rights-of-Way. The City may agree to an extension of time for abatement when necessitated by the need to order replacement equipment when such equipment is ordered in a timely manner.

**Sec. 22-36. Exceptions, Relief, Waiver and Exemption****(a) Minor Technical Exceptions**

The City recognizes that in some circumstances strict compliance with these requirements may result in undesirable aesthetic outcomes and that minor deviations should be granted when the need for such deviation arises from circumstances outside the Applicant's control.

**(b) Waivers**

In the event that any Applicant asserts that strict compliance with any provision in this Article as applied to a specific proposed Wireless Facility, would effectively prohibit the provision of Wireless services, the City may grant limited waivers from strict compliance.

- (1) Any Applicant desiring relief, waiver or exemption from any aspect or requirement of this Article shall address and identify such in writing as part of its Application, including a written justification explaining why such relief should be granted. The City may grant or deny such request in its reasonable discretion. Such relief may be temporary or permanent, partial or complete, and conditional or absolute.
- (2) If a request for relief, waiver or exemption for any item or issue is requested after the submittal of the Application, the City reserves the right to require a formal amendment or resubmittal of the Application, including the payment of all applicable fees and charges.
- (3) Any variance from the regulations contained in this Article shall be reviewed in terms of (i) technological impracticability and (ii) commercial impracticability, both in relation to the area intended to be served by the proposed Wireless Facility and the City's objectives, rights and obligations as stated in this Article, and applicable federal and State law.
- (4) No relief, waiver or exemption shall be approved unless the Applicant demonstrates that, if granted, the relief, waiver or exemption will have no significant adverse effect on the health, safety and welfare of the City, its residents or other service providers. The burden of proving the need for the requested relief, waiver or exemption shall be solely on the Applicant.
- (5) The Applicant shall bear all costs of the City in considering the request and the relief, waiver or exemption.

**Sec. 22-37. Compliance with Applicable Law**

A Wireless Provider shall at all times maintain compliance with all applicable City, state and federal ordinances and statutes, Applicable Standards, and all applicable rules, regulations, standards, and provisions of any State or Federal agency, including, but not limited to, the FCC.

**Sec. 22-38. Assignment and Transfer**

- (a) A Permit issued under this Article shall not be assigned, transferred or conveyed without the express prior written notification to the City, which shall not be unreasonably denied. Such notice to the city shall be not fewer than thirty (30) business days prior to the intended assignment, transfer or conveyance.
- (b) Any purported transfer, assignment or other conveyance of a Permit shall be invalid unless and until the new Permit holder provides to the City a written commitment of the new permit holder that it will abide by all applicable laws, rules and regulations, including but not limited to this Article.

**Sec. 22-39. Noncompliance, Cure and Revocation**

- (a) **Event of Noncompliance.** If a Wireless Provider fails to comply with any material term or condition of this Article or any Permit issued under it, including nonconformity with application materials as approved by the City, the Provider shall be in non-compliance with this Article.
- (b) **Remedies Following Failure to Cure.** In the event that a Wireless Provider is found to be in non-compliance with this Article the City shall give the Wireless Provider forty-five (45) days written notice to cure the violation(s), or diligently commence the cure for matters that cannot reasonably be cured within forty-five (45) days. In the event of an uncured material failure to comply with this Article, the City, at its option, shall be entitled to pursue any and all remedies that it may have in law or at equity, including terminating non-compliant Permits, and drawing down the non-compliant wireless provider's performance and payment bond to cover any fees, costs, damages, expenses, or penalties that a Wireless Provider has not paid.
- (c) **Removal of Facilities.** Upon termination of a Permit for non-compliance, a Wireless Provider shall remove its Wireless Facilities from the Public Rights-of-Way within six (6) months of receiving notice, or at a rate of twenty-five (25) of its Wireless Facilities per month, whichever period results in the shortest length of time for completing removal. A Wireless Provider shall restore the Public Rights-of-Way to its prior condition at the commencement of its permit applications, except for reasonable wear and tear. If not so removed within this time period, the City shall have the right, but not the obligation, to treat the Wireless Provider's Facilities as abandoned and to take title, store, sell, or otherwise dispose of them. A Wireless Provider shall be required to pay the City's actual and documented costs of taking title, storing, selling, or otherwise disposing of a

Wireless Facility subject to this Subsection within ninety (90) calendar days after it has received an invoice from the City.

**Sec. 22-40. Retention of Local Police Power; Effect of Future Changes in Governing Law**

This Article is intended to establish only the minimum restrictions upon the police power of the City necessary to comply with applicable federal and State laws and regulations regarding permissible local regulations of Wireless Facilities and Wireless Support Structures. Nothing in this Article shall be construed as surrender by the City of its right and power to adopt future ordinances, rules, and regulations in the exercise of its police power applying to Wireless Facilities or Support Structures to the maximum extent allowed by applicable law. Issuance of any Permit pursuant to this Article shall not grant the permittee any vested rights in the event of a change in or correction of governing law, including any vested right for permittee to remain regulated under the laws, ordinances, rules, and regulations in effect at the time of issuance of a permit. In the event of any future change in or correction of governing law (including, but not limited to, invalidation or modification of the final rules of the Federal Communications Commission in effect at the time of initial adoption of this article), the City at all times reserves the right to regulate Wireless Facilities under new or corrected governing law as changed and to apply new City regulations allowed by the changed or corrected law to all existing Wireless Facilities prospectively and, in the case of corrected law, retroactively.

**Sec. 22-41. Liability Insurance**

A holder of a Permit issued pursuant to this Article shall secure and at all times maintain public liability insurance for personal injuries, death and property damage, or demonstrate satisfactory evidence of self-insurance, for the duration of the Permit in amounts as set forth in the City's general insurance requirements which shall be provided to the Applicant with the Permit Application form.:

**Sec. 22-42. Indemnification**

Any Application and Permit granted to place Wireless Facilities shall contain a provision with respect to indemnification of the City. Such provision shall require the Applicant, to the extent permitted by applicable law, to at all times defend, indemnify, protect, save, hold harmless and exempt the City and its officers, commissions, committees, employees, attorneys, and agents from any and all penalties, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising there from, either at law or in equity, which might arise out of, or are caused by, the placement, construction, erection, Modification , location, products performance, use, operation, maintenance, repair, installation, replacement, removal, or restoration of said Facilities, excepting, however, any portion of such claims, suits, demands, causes of action or award of damages as may be attributable to the gross negligence or intentional acts or omissions of the City, or its servants or agents.

**Sec. 22-43. Performance Security**

A Wireless Provider shall furnish a performance and payment bond executed by a surety company reasonably acceptable to the City which is duly authorized to do business in the state of Iowa in the amount of twenty-five thousand dollars (\$25,000.00) for the duration of any authorizations granted hereunder as security for the faithful performance of the terms and conditions of its Permits, and for the payment of all fees, and persons performing labor and furnishing materials in connection with its installation and use of Wireless Facilities in the Public Rights-of-Way.

**Sec. 22-44. Planning and Community Services Division**

The Planning and Community Services Division of the Community Development Department is the officially designated agency or body of the City to whom Applications for a Permit under this Article must be made, and that is authorized to make decisions with respect to granting or not granting administrative approval permits applied for under this Article, or revocation of existing Permits. The City Council may at its discretion, consistent with this Article, delegate or designate to the Director of Community Development or other official agencies or officials of the City or outside consultants the authority to accept, review, analyze, evaluate and make recommendations with respect to the granting or not granting of Permit Applications, or revocation of existing Permits.

INTRODUCED: \_\_\_\_\_ October 19, 2020 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ October 19, 2020 \_\_\_\_\_

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

PASSED 3<sup>RD</sup> 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  
319-273-8600  
FAX 319-268-5126

Holiday  
Hoopla



## HOLIDAY HOOPLA DAY

NOVEMBER 27, 2020



**WHEREAS**, Cedar Falls is celebrating its twelfth holiday season in the Holiday Hoopla tradition, with the arrival of Santa Claus and his many helpers the Friday after Thanksgiving; and

**WHEREAS**, over the past dozen years, Community Main Street volunteers have spent countless hours in a true labor of love to bring the magic of Christmas to life through decorations, displays, and the annual assembly and elfing of Santa's Workshop at Fourth and Main Street; and

**WHEREAS**, the Holiday Hoopla committee has creatively adjusted to the global COVID-19 pandemic with a "reverse parade" from 6 to 8pm on Friday, November 27<sup>th</sup>, allowing revelers to experience the thrill and joy of Holiday Hoopla from the safety of their own vehicles;

**THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim November 27, 2020, as Holiday Hoopla Day throughout the city and I do also encourage citizens of Cedar Falls to join me at the *Holiday Hoopla Cruise Kick-Off* in the Cedar Falls Downtown District the evening of Friday, November 27, 2020 from 6pm to 8pm, as we celebrate the start of the holiday season.

Signed this 12<sup>th</sup> day of November 2020.



*Robert M. Green*

Mayor Robert M. Green



MAYOR ROBERT M. GREEN

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



## CIVIL AIR PATROL DAY

### DECEMBER 1, 2020

**WHEREAS**, the Civil Air Patrol was chartered by Congress on December 1, 1941, immediately prior to America's entry into World War II; and

**WHEREAS**, the Civil Air Patrol has a long and proud history of service, particularly as a primary partner in inland search and rescue and disaster response; and

**WHEREAS**, the Civil Air Patrol is the official U.S. Air Force Auxiliary and a national community service organization made up of trained civilian volunteers, with a modern fleet of 550 CAP aircraft, as well as support vehicles and equipment used daily; and

**WHEREAS**, the Civil Air Patrol maintains a professional, enthusiastic and locally-available talent and asset pool for federal, state, county, and municipal government entities; and

**WHEREAS**, 35,000 Senior Members and 24,000 Cadets, age 12 to 18 live out the Civil Air Patrol's core values of Integrity, Volunteer Service, Excellence and Respect each day; and

**WHEREAS**, the Iowa Wing of the Civil Air Patrol is comprised of 131 Senior Members and 95 Cadets located at squadrons in Atlantic, Burlington, Cedar Rapids, Davenport, Des Moines, Dubuque, Osage, and Waterloo/Cedar Falls; and

**WHEREAS**, community support is vital to the success of the Civil Air Patrol as it carries out its vital missions of Emergency Services, Aerospace Education and Cadet Programs;

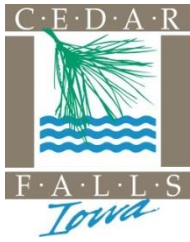
**NOW, THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim December 1, 2020, as **Civil Air Patrol Day** throughout the city and encourage all citizens of Cedar Falls to learn more about the Civil Air Patrol, its missions and heritage, and its opportunities for meaningful civic volunteer service at [www.gocivilairpatrol.com](http://www.gocivilairpatrol.com).



Signed this 12<sup>th</sup> day of November, 2020.

Mayor Robert M. Green





MAYOR ROBERT M. GREEN

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

#GIVING  
TUESDAY™

## GIVING TUESDAY AND CEDAR FALLS REPRESENTATIVE CITIZENS DAY DECEMBER 1, 2020

**WHEREAS**, Giving Tuesday was established in 2012 as a global generosity movement unleashing the power of people and organizations to transform their communities and the world; and

**WHEREAS**, whether it's making someone smile, helping a neighbor or stranger, taking action for an issue or people we care about, or giving some of what we have to those who need our help, every act of generosity counts and all have something to give; and

**WHEREAS**, the Giving Tuesday organization strives to build a world in which the catalytic power of generosity is at the heart of the society we build together – unlocking dignity, opportunity and equity around the globe, and leading to greater civic participation and other pro-social behaviors; and

**WHEREAS**, since 1964, the Cedar Falls Representative Citizen award has celebrated our residents who exemplify the spirit of generosity and giving in our community; and

**WHEREAS**, it is fitting for the City of Cedar Falls to join and celebrate these two commemorations in a day spotlighting acts of generosity both large and small and the residents who've served as role models for us over many decades;

**NOW, THEREFORE**, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim December 1, 2020, as **Giving Tuesday and Cedar Falls Representative Citizens Day** throughout the city and encourage all residents to celebrate our Representative Citizens and to emulate their examples through cheerful generosity to others.



Signed this 12<sup>th</sup> day of November, 2020.

Mayor Robert M. Green



**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 *Robert Green*

**DATE:** November 12, 2020

**SUBJECT:** Reappointment of Three Housing Commissioners

**REF:** (a) Code of Ordinances, City of Cedar Falls §11-1: Housing Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following individuals for reappointment to the Housing Commission for a term of five years:
  - a. Ms. Helen Pearce (Reappointment) – term ends 12/31/2022
  - b. Ms. Lindsay Pieters (Reappointment) – term ends 12/31/2022
  - c. Mr. Don Timmerman (Reappointment) – term ends 12/31/2022
  
2. All three commissioners have been recommended for reappointment by staff. They have ably carried out their roles as appointed officials, and have met attendance requirements.

Xc: City Administrator  
 Director of Community Development  
 Planning and Community Services Manager  
 Housing Commission Chair

###

## COMMITTEE OF THE WHOLE

City Hall – Council Chambers

November 2, 2020

The Committee of the Whole met at City Hall via teleconference at 5:20 p.m. on November 2, 2020, with the following Committee persons in attendance: Mayor Pro Tem Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Daryl Kruse, Mark Miller, and Dave Sires. Mayor Green was absent. Staff members attended from all City Departments, as well as members of the community teleconferenced in. Susie Carpenter from Black and Veatch as well as members of the community teleconferenced in.

The Mayor Pro Tem introduced the first item Washington Street. David Wicke City Engineer stated they were here in August to review the Washington Street reconstruction, conversion from 1-way to 2-way street, which Council did not approve. He explained they modified the initial concept for St. Patrick School bus and parent drop off points on 7<sup>th</sup> and Washington Streets. He explained the stop signs will be solar powered LED wrapped lighted signs and can be placed on a scheduled timer. He said this is the last 1-way street in the downtown area. Mr. Wicke reviewed the three staff recommended motions.

Mayor Pro Tem Darrah opened it up for discussion. Mark Miller motioned to approve design of St. Patrick's School layout including bump outs (relocation of bus drop off and installation of parent drop off on Washington Street), seconded by Simon Harding. Mr. Wicke reviewed the updated site layout for Councilmember deBuhr. Chase Schrage Director of Public Works stated the parent drop off slip lane will have a two foot painted median. Mr. Wicke said the conversion of the 1-way to 2-way will be voted on separately in the third recommendation tonight. He explained educational information can be disseminated on the new function of the two-way street and the bus and parent drop offs. Mr. Schrage stated the City has a limited window of time for the reconstruction of Washington Street, so it will not conflict with the reconstruction of Main Street in a couple of years. Mr. Wicke stated there would be slight modifications to the St. Patrick School design, if Washington Street remained a one-way street. Mr. Schrage stated there are 11 parking spots in the parent drop off and six spots in the bus loading zone. He stated these would be available for example on a Sunday when school isn't in session. Councilmember Harding called the question. Motion passed, all in favor.

Mark Miller motioned to approve conversion of intersection from lights to flashing red stop signs 4-way stop controlled intersection, seconded by Daryl Kruse. Mr. Wicke explained how the solar powered LED stop signs operate on a schedule, which can be adjusted when needed. He stated the current stop lights do not meet the current specifications. He explained the school and church are in support of the change to 4-way stop signs. Mr. Schrage stated stop signs will be much safer and a picture was shown where students were still in the crosswalk are when the light cycle switched to green. Motion passed 5-2 (aye-Darrah, deBuhr, Dunn, Harding, Miller; nay-Kruse, Sires).

Simon Harding motioned to approve Washington Street two-way traffic conversion from 6<sup>th</sup> Street to 18<sup>th</sup> Street. Motion failed 3-4 (aye-Darrah, Dunn, Miller; nay-deBuhr,

Harding, Kruse, Sires). Mr. Schrage stated staff will move forward with items one and two and design as a one-way street and he said the plans and specifications will be brought forward to a City Council Meeting in early 2021.

Mayor Pro Tem Darrah introduced item two Nutrient Reduction Strategy. Mr. Schrage stated in 2012 Iowa Department of Natural Resources (IDNR) issued requirements for cities to manage their affluent or water that discharges into the river, specifically the nutrient reduction of Nitrogen and Phosphorus. The new requirements are 1 mg/L of Nitrogen and 10 mg/L of Phosphorous. He explained each municipality is required to submit a plan for the reduction. In 2016 the City submitted its first nutrient reduction plan. The IDNR requested the City to update its 2016 plan with the submittal of the 2019 permit. Mr. Schrage stated they are working with consultant Black and Veatch to update our plan. The updated plan is to be in place in 2021. He explained the treatment facility is working very well, except the trickling system is using out dated technology. Mr. Schrage introduced Susie Carpenter from Black and Veatch.

Ms. Carpenter stated they completed a facility condition assessment and said the digester control building will require modifications to meet the NFPA Code. She stated she will review three options to for the City. The first option is regionalization with Waterloo. She reviewed the portions of the facility which will remain, and a new pump station will be constructed for the 5.8 miles of dual force main to convey the flow to Waterloo. She stated the cost is estimated at \$109.6 million, but there will be additional unknown costs. Mr. Schrage stated they have had previous conversations with Waterloo and other municipalities on the regionalization. Ms. Carpenter reviewed the second option, Greenfield site, or build a brand new facility on another site. She explained what is involved in building a new facility and the cost of it is estimated at \$274.3 million. She stated there will be additional costs, which include a 35 acre piece of land and the development costs. The third option is to modify the existing plant. She stated the recommended improvements can be done in five phases. Ms. Carpenter stated the estimated cost for making modifications to the existing plant is \$97.1 million. She said the cost for the first three phases are required to comply with the IDNR nutrient limits and will require their approval.

Mayor Pro Tem Darrah opened it up for discussion. Ron Gaines City Administrator stated the City will need to work with the IDNR on our plan and we will need to bond for the necessary funding for whichever option is selected. Mr. Schrage stated a disadvantage to the regionalization plan is the City of Cedar Falls loses control of the facility. Ms. Carpenter stated each option should have a 20 year life and will still require maintenance. She also stated their review was based on a capacity of 51,000 population. Mr. Schrage stated these options will be discussed at goal setting and staff is seeking further direction of the Council at that time. He stated the regionalization is an ongoing discussion and there are a lot of unknowns.

There being no further discussion Mayor Pro Tem Darrah adjourned the meeting at 6:34 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Mayor Green & City Council Members  
**FROM:** Lisa Roeding, Controller/City Treasurer  
**DATE:** November 10, 2020  
**SUBJECT:** FY2020 Comprehensive Annual Financial Report

Attached for your review are the following items:

***FY20 Comprehensive Annual Financial Report*** – This report includes the transmittal letter; the Independent Auditor’s Report; Management’s Discussion and Analysis; the audited financial statements for the year ending June 30, 2020; supplementary information; and statistical information about the City of Cedar Falls.

***Management Letter*** – This document addresses any issues that the auditors noted during their engagement and also provides suggestions for improvement.

***FY20 Information to Comply with Government Auditing Standards and Uniform Guidance*** – This report contains the Auditor’s reports on the financial information and internal controls as it relates to the Federal Financial Programs; a summary of the Auditor’s results; and the findings related to required statutory reporting.

Upon Council approval, these reports will be filed with the State Auditor’s Office and sent to the appropriate agencies. If you have any further questions regarding these audit reports or about our annual audit, please feel free to contact Jennifer Rodenbeck or myself.

cc: Jennifer Rodenbeck, Director of Finance & Business Operations

# **CITY OF CEDAR FALLS, IOWA**

## **Comprehensive Annual Financial Report**

### **For the Fiscal Year Ended June 30, 2020**

Prepared by:

Financial Services  
Of

Finance & Business Operations

Jennifer Rodenbeck, CPA, CPFO  
Director of Finance & Business Operations

**City of Cedar Falls, Iowa  
Comprehensive Annual Financial Report  
For the Fiscal Year Ended June 30, 2020**

**Table of Contents**

	<u>Page</u>
<b>INTRODUCTORY SECTION</b>	
Letter of Transmittal	1
GFOA Certificate of Achievement	11
Organizational Charts	12
Principal Officials	14
 <b>FINANCIAL SECTION</b>	
Independent Auditor's Report	15
Management's Discussion and Analysis	18
Basic Financial Statements:	
Government-wide Financial Statements:	
Statement of Net Position	30
Statement of Activities	32
Fund Financial Statements:	
Balance Sheet - Governmental Funds	34
Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	36
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities	38
Statement of Net Position - Proprietary Funds	39
Statement of Revenues, Expenses, and Changes in Fund Net Assets - Proprietary Funds	41
Statement of Cash Flows - Proprietary Funds	43
Notes to Financial Statements	45
Required Supplementary Information:	
Budgetary Comparison Schedule - Function Budget	90
Notes to Required Supplementary Information - Budgetary Reporting	92
Schedule of the City's Proportionate Share of the Net Pension Liability - Iowa Public Employees' Retirement System	95
Schedule of City Contributions - Iowa Public Employees' Retirement System	97
Notes to Required Supplementary Information - Pension Liability - Iowa Public Employees' Retirement System	99
Schedule of the City's Proportionate Share of the Net Pension Liability - Municipal Fire and Police Retirement System of Iowa	100
Schedule of City Contributions - Municipal Fire and Police Retirement System of Iowa	102
Notes to Required Supplementary Information - Pension Liability - Municipal Fire and Police Retirement System of Iowa	104
Schedule of Changes in the City's Total OPEB Liability, Related Ratios, and Notes	105

## Other Supplementary Information:

## Combining Fund Statements and Schedules:

Combining Balance Sheet - Nonmajor Governmental Funds	106
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances - Nonmajor Governmental Funds	110
Combining Statement of Net Position - Internal Service Funds	114
Combining Statement of Revenues, Expenses, and Changes in Fund Net Position - Internal Service Funds	116
Combining Statement of Cash Flows - Internal Service Funds	118
Capital Assets Used in the Operation of Governmental Funds Comparative Schedules by Source	120
Schedule by Function and Activity	121
Schedule of Changes by Function and Activity	123

## STATISTICAL SECTION

## Financial Trends:

Net Position by Component	125
Changes in Net Position	127
Fund Balances, Governmental Funds	131
Changes in Fund Balances, Governmental Funds	133

## Revenue Capacity:

Assessed and Taxable Value of Property	135
Property Tax Rates - Direct and Overlapping Governments	137
Principal Property Taxpayers	139
Property Tax Levies and Collections	141
Property Tax Valuations	143

## Debt Capacity:

Ratios of Outstanding Debt by Type	144
Ratios of General Bonded Debt Outstanding	146
Direct and Overlapping Debt	148
Legal Debt Margin Information	149
Revenue Bond Coverage - Sewer Authority	151
Sales History and Total Sewer Charges	153
Water Meters by Rate Class	154
Largest Sewer Customers	155

## Demographics on Economic Information:

Demographic and Economic Statistics	156
Principal Employers	157
Full-Time Equivalent City Government Employees by Function/Department	159

## Operating Information:

Operating Indicators by Function	161
Capital Asset Statistics by Function	163





**DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET  
 CEDAR FALLS, IOWA 50613  
 PHONE 319-273-8600  
 FAX 319-268-5126  
[www.cedarfalls.com](http://www.cedarfalls.com)

November 15, 2020

To the Honorable Mayor, Members of the City Council and Citizens of the City of Cedar Falls:

The City of Cedar Falls, Iowa (City) is required by the Code of Iowa to publish a complete set of audited financial statements presented in conformity with generally accepted accounting principles. Pursuant to these requirements, I am pleased to submit to you the Comprehensive Annual Financial Report (CAFR) of the City of Cedar Falls, Iowa, for the year ended June 30, 2020. This is the fifth CAFR completed in compliance with the Government Standards Board (GASB) Statements No. 68 and No. 71.

Management assumes full responsibility for the completeness and reliability of the information contained in the report, based upon a comprehensive framework of internal control that it has established for this purpose. Because of the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Eide Bailly, LLP, a firm of independent public accountants has issued an unmodified (“clean”) opinion on the City’s financial statements for the year ended June 30, 2020. Their opinion is included in the Financial Section of this report.

Management’s Discussion and Analysis (MD&A) immediately follows the independent auditor’s report and provides a narrative introduction, overview, and analysis of the basic financial statements. This letter of transmittal is designed to complement MD&A and should be read in conjunction with it.

The City is required to undergo an annual single audit in conformity with the provisions of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Information to comply with the Uniform Guidance and “Government Auditing Standards” is included in another report under a separate cover.

**PROFILE OF THE CITY OF CEDAR FALLS**

The City, incorporated in 1854, is located in the northeastern part of the state, has a land area of 28.9 square miles and a population of 39,260. The City is empowered to levy a property tax on both real and personal property located within its boundaries, and has the power by state statute to extend its corporate limits by annexation, which occur periodically when deemed appropriate by the City Council.

The City operates under a mayor-council form of government with an appointed city administrator. Policy-making and legislative authority are vested in the governing council, which consists of seven members. The City Council is responsible, among other things, for passing ordinances, adopting the budget, setting goals, and approving mayor-appointed committees. The mayor is responsible for supervising the City Administrator. The City Administrator is appointed by the Council and serves as the chief administrative officer. The mayor and council members are elected on a nonpartisan basis. The Council consists of two council members elected at large and one council member elected from each of the five wards as established by ordinance, elected for terms of four years. The mayor is elected at large and to a two-year term.

The City of Cedar Falls provides many municipal services including fire and police protection, streets, garbage collection, parks, recreation, cultural arts, planning, zoning, general administration, and sewer and storm water services. For financial reporting purposes, all funds, agencies, boards, commissions, trusts and authorities involved in the provision of these services are included if the City is financially accountable. Financial accountability is determined by several different factors, including fiscal dependence, ability to impose will upon the entity's governing body, provision of specific financial burdens or benefits and separate legal entity status. After careful evaluation of these factors, the City has included in this financial report the Cedar Falls Electric Utility, Gas Utility, Water Utility, and Communications Utility, as well as all funds of the City. The Utilities are each reported as discretely presented component units.

The City Council is required by Chapter 384 of the Code of Iowa to adopt an annual budget on or before March 31 of each year. The annual budget serves as the foundation for the City's financial planning and control and is prepared by function. The adopted budget provides appropriations (authority to spend) for program operations for the fiscal year that begins on July 1 and ends on June 30 of the following year. Budget amendments must be prepared and adopted in the same manner as the original budget.

## **ECONOMIC CONDITION AND OUTLOOK**

The economic condition and outlook of Cedar Falls continues to be strong. The Cedar Falls economy was insulated from many of the impacts created by the recent recession due to the growth and stability of the University of Northern Iowa and a diverse service business sector.

Grow Cedar Valley was formed in the metro area to organize the human resources and generate needed development capital to attract new business and industry to the area and to encourage expansion of businesses already in the area. As a result, many new businesses have located offices and plants in the metro area. Target Corporation constructed a distribution center with an assessed value of approximately \$45 million in FY02 and in FY08 completed a second refrigeration center. The Cedar Falls Industrial and Technology Park continues to show tremendous expansion.

Since the devaluation of property in 1986-1988, Cedar Falls has had steady growth in property values. Assessed values increased in FY21 by \$146 million. Even with the implementation of the commercial rollback by the State of Iowa, taxable values still increased by approximately \$13 million. (See Attachment A)

The City of Cedar Falls maintains a comparatively low tax rate. Cedar Falls has the sixth lowest tax rate per capita of the twenty largest cities in the state of Iowa for FY20 (See Attachment B). This low rate can

be attributed to the efforts of the City to streamline operations over the past twenty one years. This has been accomplished by maintaining the approximate same number of employees, however City Council may need to prioritize services or focus on key services to address the over extension of City staff. Cedar Falls has the lowest numbers of full-time employees per 1,000 residents in FY19. (See Attachment C).

Over the past ten years Cedar Falls' residential housing sales prices have significantly increased. In 2009, the average sales price reported was \$207,754. In 2019, the average sales price was \$235,621, which is a thirteen (13) percent increase in the past ten years (See Attachment D). These statistics indicate that Cedar Falls' local economy is sound and there is a strong market for Cedar Falls homes.

Housing values have surged from the recession and devaluation of the mid-1980's to values that once again place the homeowners living in Cedar Falls in an advantageous market position. This market growth is a credit to businesses, the school system, utilities, and quality of City services in Cedar Falls. Each entity has worked together to strengthen the local economy, create jobs, and improve Cedar Falls' quality of life.

## **MAJOR INITIATIVES**

### Street Projects

The City has partnered with the Iowa DOT to substantially upgrade some of the major transportation routes through the City. In 2018, significant improvements to the Highway 58 and Viking Road Intersection corridor began, which will include pedestrian accommodations. The \$32 million project is projected to be complete in FY2020 without debt and with the assistance of TIF revenues as well as federal transportation funding. The most recent of these reconstruction projects include West 1<sup>st</sup> Street Reconstruction project which began in 2018 with design and right of way acquisition. The City will have additional costs including reconstructing curb and gutter, intakes, and public utilities. Local option sales tax funding and G.O. Bond funding will be used along with Federal/State funding. Cedar Falls downtown saw three major construction projects during the year, the downtown streetscape, downtown brick replacement and the Main Street alley project. These three projects were funded with downtown tax increment finance funding and Black Hawk County Gaming grant funding. These projects started in 2019 and will wrap up in the fall of 2022. University Avenue reconstruction was completed in the fall of 2019. Also in 2019 the City began working with the City of Waterloo on the transition at Midway Drive, which should be completed by the end of 2020. University Avenue was selected for a Bentley Year in Infrastructure 2019 Award. There were 600 entries and University Avenue made the top three in the Roads and Highways category.

### Other Projects

The City is increasing the levee to the 500-year flood range protection. This is funded by a sales tax grant from the state of Iowa and was completed in 2020. The Recreation Center started a remodeling project for the men's and women's locker rooms, which should be finished the end of the summer in 2020. This area of the Recreation Center has not been updated since 1993 and the project is funded by recreation capital reserves. Updates to the parking equipment/technology for downtown and College Hill started during the fiscal year. Parking enforcement funds were used to fund this project, it includes installation of pay stations, pay by phone option and an online pay application.

### Global Pandemic

The coronavirus pandemic is driving an unprecedented economic slowdown. Challenges and changes brought about by the pandemic may impact the current annual financial report and future reports. The impact of these challenges may vary from significant to trivial depending upon severity of the economic slowdown. The City has begun to see current and future reductions in sales tax-based revenues, such as road use tax, local option sales tax, and hotel/motel tax. We expect a decline in local option sales tax monthly distributions due to lower consumer activity both in the short and long-term. The City expects to mitigate these declines by deferring or delaying capital projects. Hotel/Motel taxes came in under budget and this is heavily dependent on local economic factors and consumer activity. Since hotel/motel tax is distributed quarterly, it is projected we will see the decline in revenue over the long-term. We have also seen revenue reductions for charges for services. Revenue declines in the year were driven by falling recreation fees. Many of the City's recreational facilities were closed early on because of the coronavirus outbreak. However, the lost revenue could be offset by reduced recreational staffing due to the reduction of program offerings.

### **LONG-TERM FINANCIAL PLANNING**

The City's financial position will remain solid because revenue losses from slowed economic activity are minimal and the City maintains ample budget flexibility. The City's credit profile is exceptional and we received an upgrade in our bond rating to Aaa from Aa1. This was due to major strengths of the City, including strong financial management evidenced by a long history of vary strong operating reserves and liquidity, modest debt burden, and low fixed costs. Cash reserves and liquidity are very strong and provide a buffer against unplanned expenditures and revenue declines. The City's debt burden will remain modest given its limited future debt plans. For fiscal year 2020 the city ended with a modest general fund surplus and we maintained our cash reserve levels.

The City Council and administration routinely consider the long-term view regarding financial matters. Operating budget decisions are based on the long-term impact of appropriations and funding. A three-year budget financial plan is prepared each year for all funds of the City. The City has a detailed Capital Improvements Plan (CIP) that considers the impact of the investment in infrastructure, the associated debt burden, and any changes in operating costs associated with maintaining new assets.

In addition to the financial plan and CIP, the City Council each year has a goal setting session where they identify goals for the upcoming fiscal year and discuss strategy in dealing with any upcoming financial challenges. Each department prior to the goal setting session prepares a document outlining their accomplishments during the past year and the goals for their department in the upcoming year.

### **RELEVANT FINANCIAL POLICIES**

The City Council through their annual goals and financial plan document has adopted a comprehensive set of budget and fiscal policies relating to financial management.

*Budget* – Adopt a balanced budget, which is reflective of the community's economic climate and needs. Maintain a stable property tax rate, depositing annually funds in excess of operations expenses in a capital reserve account for one-time expenses as approved by the City Council. Evaluate each newly proposed service to determine cost, relative importance and value of each service. Study methods of saving energy.

*Cash Reserves* – The City will maintain an unreserved balance at year-end at a level determined to meet cash flow requirements, emergency needs, and bond rating criteria. The minimum criteria shall be:

- General Fund – The City Council has established that the General Fund balance be maintained between 15% and 25% and preferably at the 20-25% level.
- Refuse Fund – 20-30%, but no less than \$500,000.
- Sewer Fund – 65-75%, but no less than \$1,500,000.
- Street Fund – 20-30%, but no less than \$1,000,000.
- Storm Water Fund – 10-20%, but no less than \$200,000.

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

*Debt Administration* – Long-term debt will fund the design, inspection, and construction of capital improvement projects and will not be used for annual operating expenses. The total general obligation debt will not exceed 5% of the total assessed value of real property as required under the Code of Iowa. The issuance of new debt shall not exceed a replacement debt level. Whenever possible, existing debt should be refinanced to secure the lowest possible interest costs.

*Capital Improvement Budget Policies* – The City will make all capital improvements in accordance with an adopted capital improvements program and will develop a multi-year plan for capital improvements on an annual basis. The development of the capital improvements program is coordinated with the annual budget process and will determine the least costly financing method for all new projects. 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. A maintenance and replacement schedule for equipment will be developed and followed.

## **AWARDS**

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Cedar Falls for its comprehensive annual financial report (CAFR) for the year ended June 30, 2019. The Certificate of Achievement is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government financial reports.

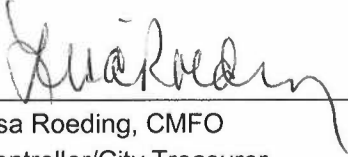
In order to be awarded a Certificate of Achievement, a government unit must publish an easily readable and efficiently organized comprehensive annual financial report, whose contents conform to program standards. The CAFR must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. The City of Cedar Falls has received a Certificate of Achievement for the last thirty consecutive years (fiscal years ended 1990-2019). We believe our current report continues to conform to the Certificate of Achievement program requirements, and we are submitting it to GFOA.

**ACKNOWLEDGMENTS**

The preparation of this report could not be accomplished without the efficient and dedicated service of the entire staff of the Financial Services Division, particularly Jennifer Rodenbeck, Director of Finance and Business Operations, Cathy Niebergall, Financial Technician, and Paul Kockler, Accountant. Each member of the division has my sincere appreciation for the contributions made in the preparation of this report. I would also like to thank the members of the City Council for their continued interest and support in planning and conducting the financial operations of the City in a responsible and prudent manner.

Sincerely,

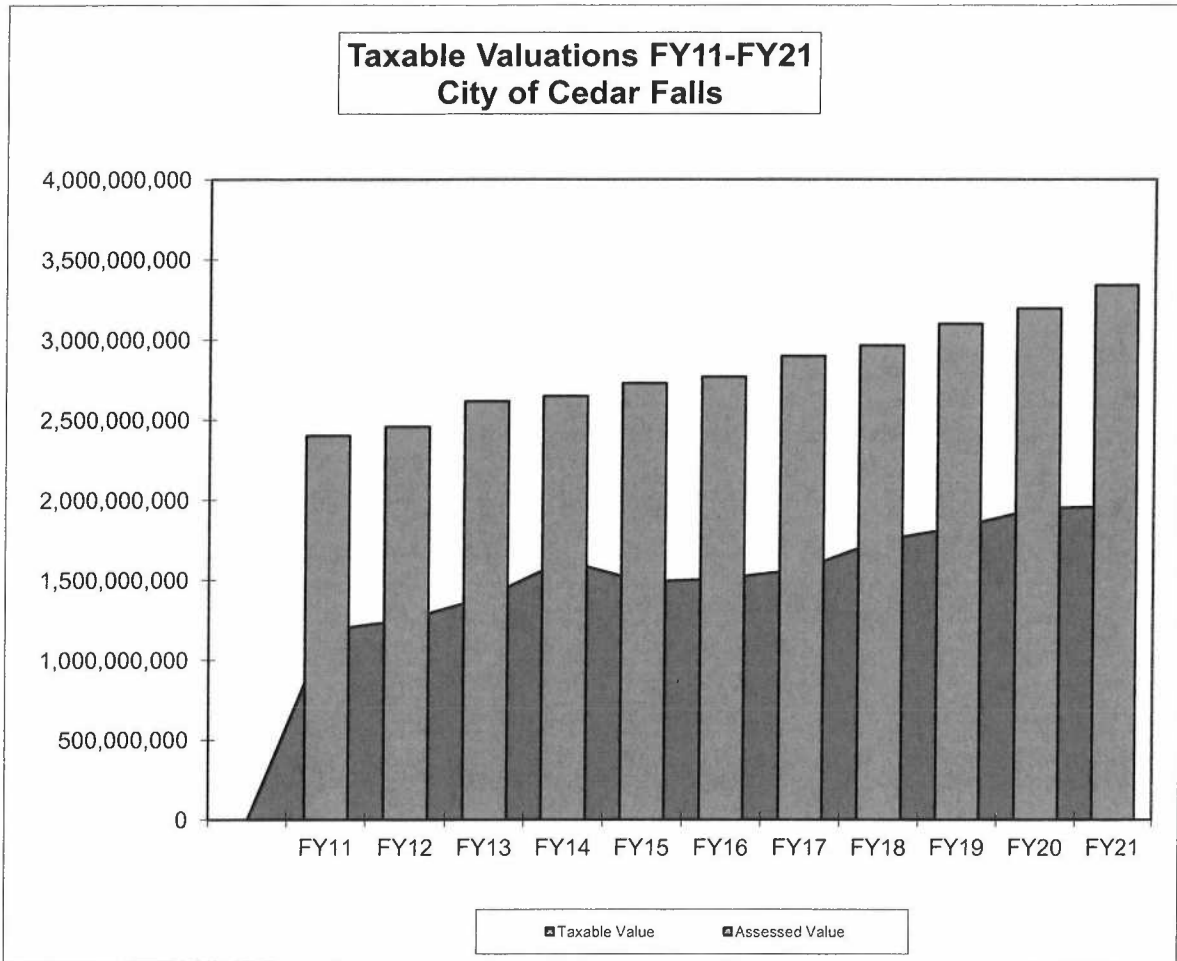


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Lisa Roeding, CMFO  
Controller/City Treasurer

ATTACHMENT A

taxvalue21



Year	Taxable Value	Assessed Value
FY11	1,185,969,161	2,402,107,961
FY12	1,254,821,347	2,458,320,459
FY13	1,393,511,204	2,618,319,843
FY14	1,622,862,335	2,650,433,900
FY15	1,490,616,188	2,729,240,639
FY16	1,509,722,828	2,769,405,368
FY17	1,569,292,287	2,897,854,208
FY18	1,750,040,895	2,965,854,183
FY19	1,832,652,499	3,099,765,282
FY20	1,950,451,511	3,195,848,285
FY21	1,963,719,839	3,341,492,657

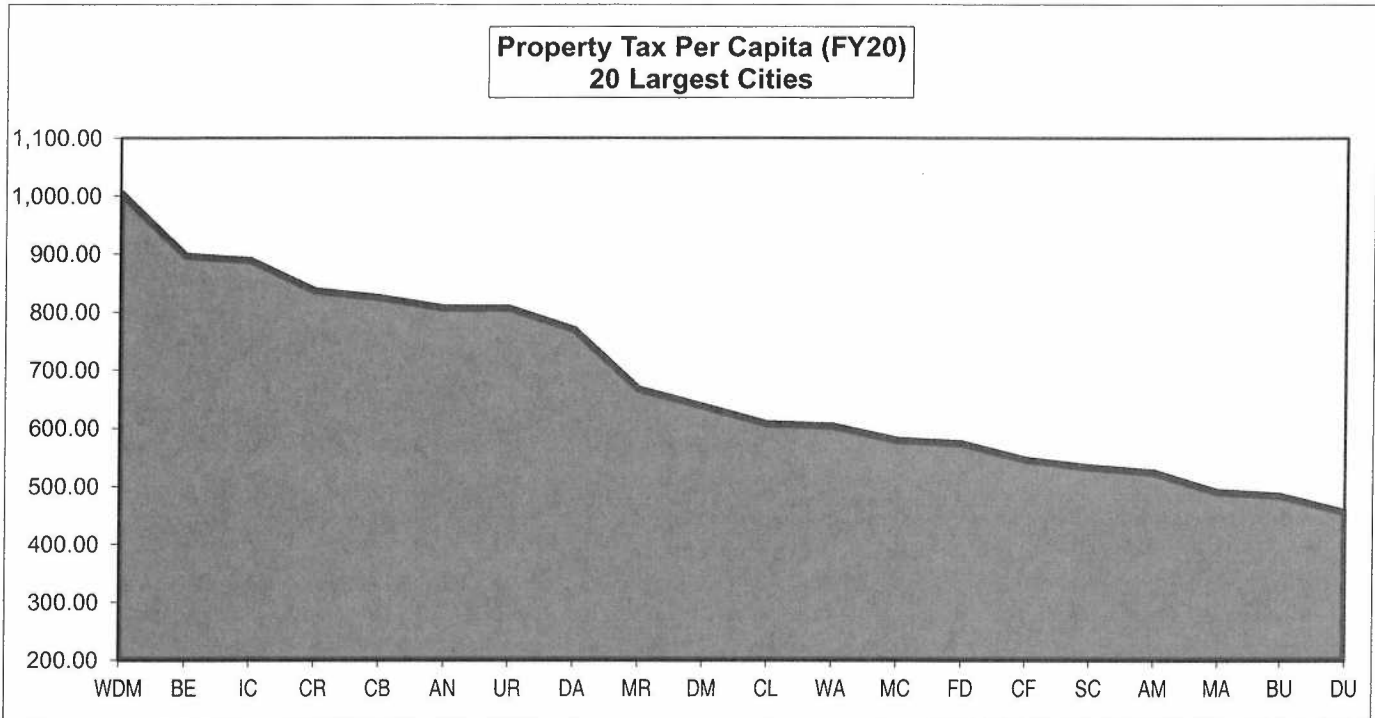
The last ten years have provided a steady growth trend in assessed valuations. In addition, FY19 was the first year that assessed values exceeded \$3 billion.

For FY21, assessed values increased by \$145,644,372. Taxable values increased by \$13,268,328.



ATTACHMENT B

Citytaxr



Property Tax Per Capita (FY20)  
20 Largest Iowa Cities

City	FY20 Tax Per Person	2010 Population	Abbreviation
West Des Moines	1,004.65	56,609	WDM
Bettendorf	896.27	33,217	BE
Iowa City	888.11	67,862	IC
Cedar Rapids	836.15	126,326	CR
Council Bluffs	824.42	62,230	CB
Ankeny	806.06	45,582	AN
Urbandale	806.03	39,463	UR
Davenport	769.30	99,685	DA
Marion	666.94	34,768	MR
Des Moines	637.85	203,433	DM
Clinton	607.34	26,885	CL
Waterloo	603.51	68,406	WA
Mason City	579.12	28,079	MC
Fort Dodge	573.52	25,206	FD
<b>Cedar Falls</b>	<b>545.44</b>	<b>39,260</b>	<b>CF</b>
Sioux City	532.48	82,684	SC
Ames	523.66	58,965	AM
Marshalltown	490.32	27,552	MA
Burlington	483.58	25,663	BU
Dubuque	455.66	57,637	DU
Average	676.52		

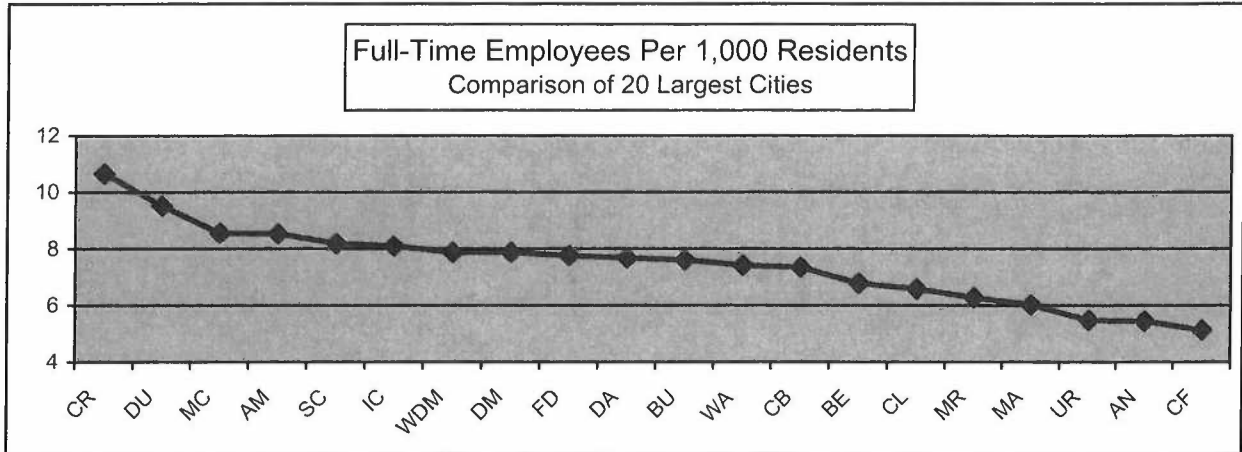
For over two decades Cedar Falls' local government has operated at one of the lowest per capita property tax rates among the 20 largest cities in Iowa.

At a cost of \$545.44 per person, the City is substantially below the average rate of \$676.52. This rate can be attributed to the City's concerted efforts to streamline operations over the past 20 years.

If the City of Cedar Falls operated at the state average property tax per capita, an additional 5.0 million dollars would be devoted to operations. This would be an increase of 24% of taxes levied in FY20.



ATTACHMENT C



City	FY19 Employees	2010 Population	Employees Per 1,000
Cedar Rapids	1346.0	126,326	10.65
Dubuque	548.0	57,637	9.51
Mason City	240.0	28,079	8.55
Ames	503.0	58,965	8.53
Sioux City	676.0	82,684	8.18
Iowa City	548.0	67,862	8.08
W. Des Moines	445.0	56,609	7.86
Des Moines	1600.0	203,433	7.86
Fort Dodge	195.0	25,206	7.74
Davenport	764.0	99,685	7.66
Burlington	195.0	25,663	7.60
Waterloo	506.0	68,406	7.40
Council Bluffs	457.0	62,230	7.34
Bettendorf	225.0	33,217	6.77
Clinton	177.0	26,885	6.58
Marion	218.0	34,768	6.27
Marshalltown	166.0	27,552	6.02
Urbandale	216.0	39,463	5.47
Ankeny	248.0	45,582	5.44
<b>Cedar Falls</b>	<b>201.0</b>	<b>39,260</b>	<b>5.12</b>
Average:			6.91

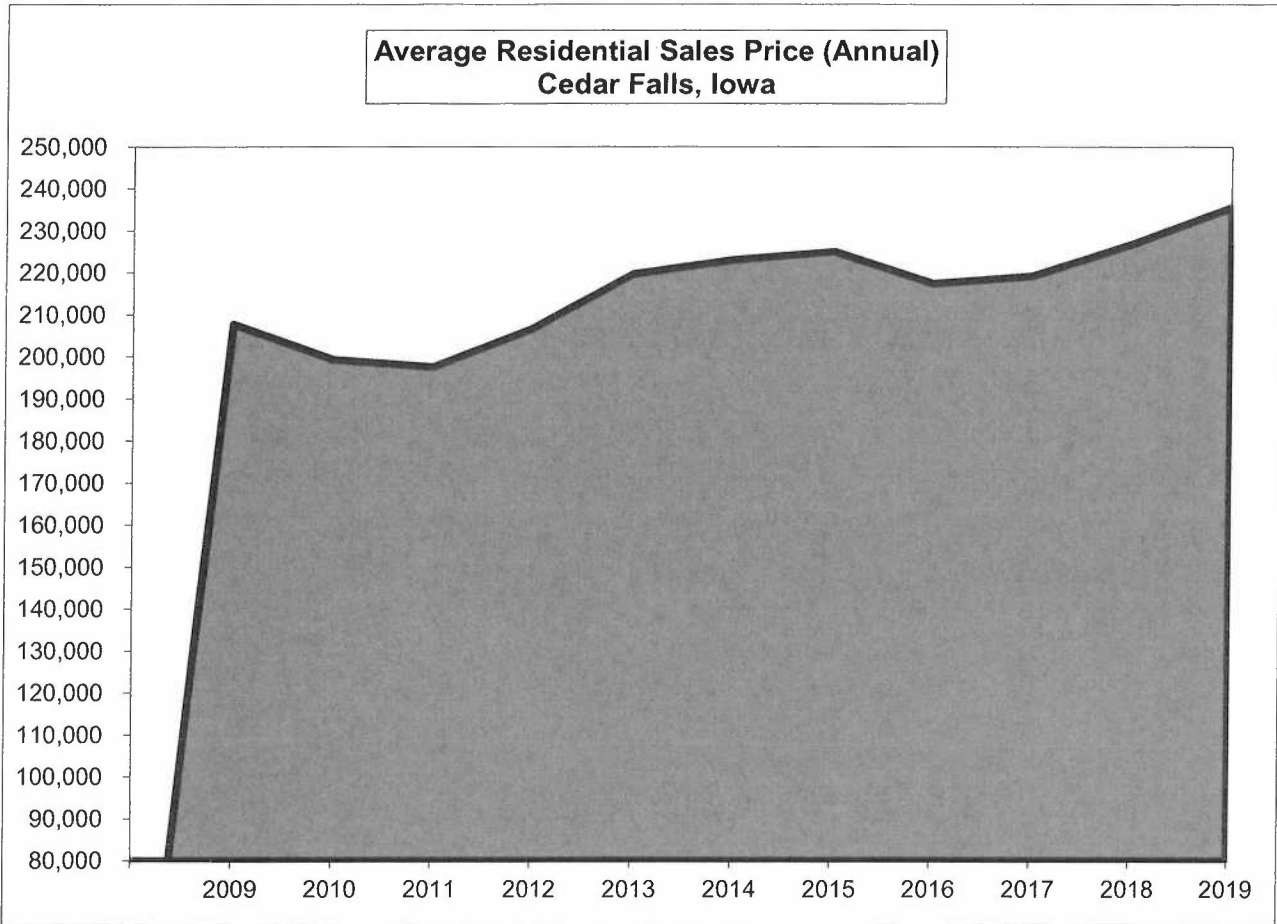
Cedar Falls city government continued to have one of the lowest number of employees per 1,000 capita comparing the top 20 largest cities.

Cedar Falls has 1.79 employees per 1,000 capita less than the state average, which is equivalent to 70 fewer full-time employees.

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

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

Resale



Year	Average Sales Price
2009	207,754
2010	199,318
2011	197,576
2012	206,773
2013	219,746
2014	223,093
2015	225,048
2016	217,393
2017	219,263
2018	226,890
2019	235,621
Average	216,225

The average sale price of residential properties in Cedar Falls has grown by 13% between 2009- 2019 from \$207,754 to \$235,621



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Iowa**

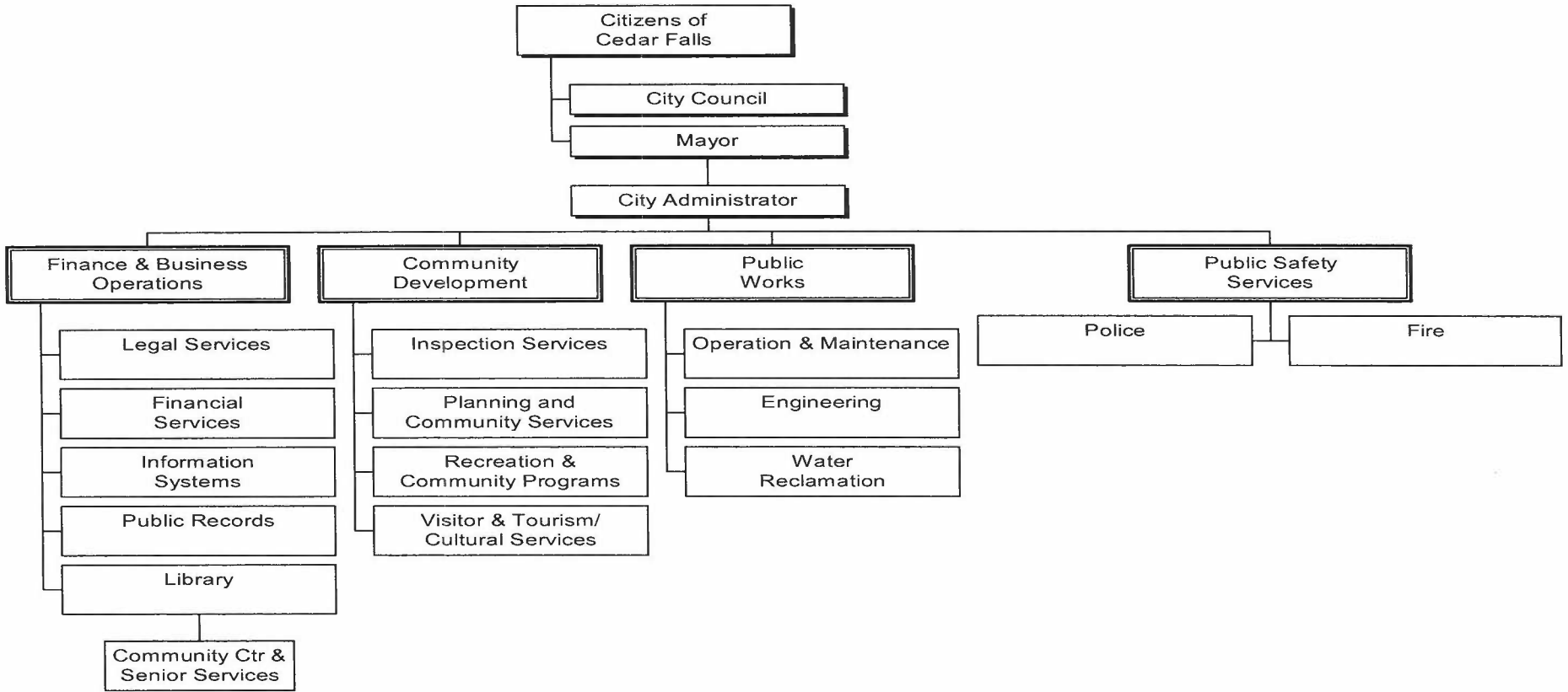
For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**June 30, 2019**

*Christopher P. Morill*

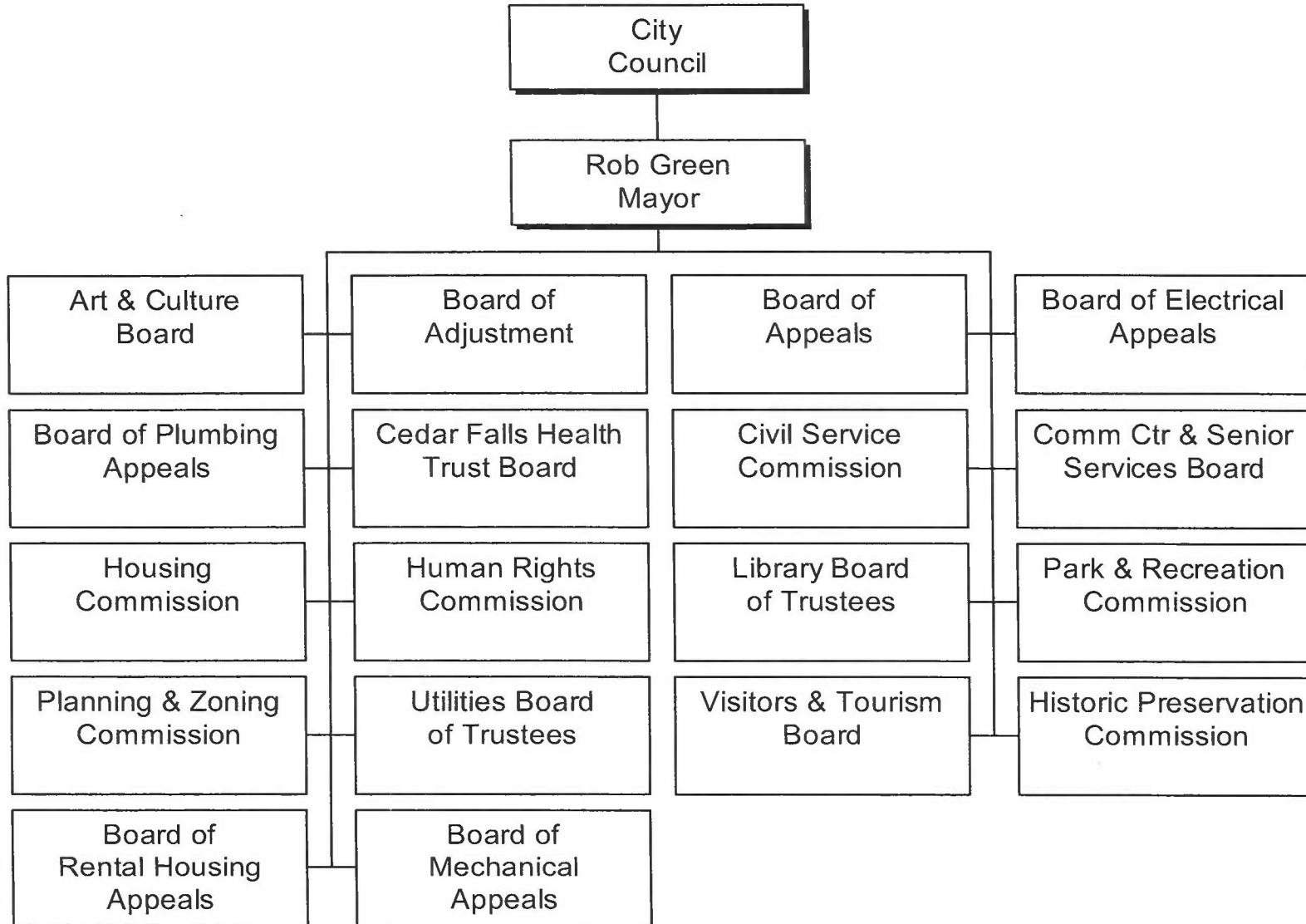
Executive Director/CEO

### City of Cedar Falls, Iowa Organizational Chart



-12-

# City of Cedar Falls, Iowa Boards and Commissions



**CITY OF CEDAR FALLS, IOWA**

**PRINCIPAL OFFICIALS**

**June 30, 2020**

Title	Name
Mayor	Rob Green
Council Member – 1 <sup>st</sup> Ward	Mark Miller
Council Member – 2 <sup>nd</sup> Ward	Susan DeBuhr
Council Member – 3 <sup>rd</sup> Ward	Daryl Kruse
Council Member – 4 <sup>th</sup> Ward	Simon Harding
Council Member – 5 <sup>th</sup> Ward	Frank Darrah
Council Member – At Large	Kelly Dunn
Council Member – At Large	Dave Sires
City Administrator	Ron Gaines
Finance & Business Operations Director	Jennifer Rodenbeck
Community Development Director	Stephanie Houk Sheetz
Public Works Director	Chase Schrage
Public Safety Services Director	Jeff Olson
Asst. Director of Public Safety/Fire Chief	John Bostwick
Asst. Director of Public Safety/Police Chief	Craig Berte
City Attorney	Kevin Rogers
Controller/City Treasurer	Lisa Roeding
City Clerk	Jacque Danielsen
Information Systems Manager	Julia Sorensen
Cedar Falls Public Library Director	Kelly Stern
Planning & Community Srv. Manager	Karen Howard
Inspection Services Manager	Jamie Castle
Recreation & Community Programs Manager	Bruce Verink
V&T/Cultural Programs Manager	Kimberly Manning
Water Reclamation Manager	Mike Nyman
City Engineer	David Wicke
Operations & Maintenance Manager	Brian Heath
Cedar Falls Utilities General Manager	Steve Bernard



## Independent Auditor's Report

To the Honorable Mayor and  
Members of the City Council  
City of Cedar Falls, Iowa

### Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa, as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### **Opinions**

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa, as of June 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the other required supplementary information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### *Other Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of Cedar Falls, Iowa's financial statements. The introductory section, combining nonmajor fund financial statements, capital asset schedules, and statistical section are presented for purposes of additional analysis and are not a required part of the financial statements.

The combining nonmajor fund financial statements and capital asset schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements and capital asset schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.



The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued a report, under separate cover, dated October 23, 2020, on our consideration of the City of Cedar Falls, Iowa's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.



Dubuque, Iowa  
October 23, 2020

## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the City of Cedar Falls' financial performance provides an overview of the City's financial activities for the fiscal year ended June 30, 2020. Please read it in conjunction with the transmittal letter found on pages 1 – 10 of this report.

### 2020 FINANCIAL HIGHLIGHTS

- Revenues of the City's governmental activities decreased 8.67%, or \$5,000,732, from fiscal year 2019 to fiscal year 2020, primarily due to the decrease in capital grants, charges for services & miscellaneous. Property taxes decreased \$252,861 for all activities.
- Program expenses of the City's Governmental activities increased 1.87%, or \$845,050 in fiscal year 2020 from fiscal year 2019.
- The City's net position increased 2.23%, or \$8,882,679, over the June 30, 2019 balance. Of this amount, the net position of the governmental activities increased by \$6,946,456 and the net position of the business-type activities increased by \$1,936,223.

### USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information as follows:

- Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.
- Government-wide Financial Statements consist of a Statement of Net Position and a Statement of Activities. These provide information about the activities of the City as a whole and present an overall view of the City's finances.
- The Fund Financial Statements tell how governmental activities were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the government-wide statements by providing information about the City's most significant funds.
- Notes to Financial Statements provide additional information essential to a full understanding of the data provided in the basic financial statements.
- Required Supplementary Information further explains and supports the financial statements with a comparison of the City's budget for the year, the City's proportionate share of the net pension liability and related contributions, as well as presenting the Schedule of Funding Progress for the Retiree Health Plan.
- Other Supplementary Information provides detailed information about the nonmajor Special Revenue and Capital Projects Funds and the Internal Service Funds.

### REPORTING THE CITY'S FINANCIAL ACTIVITIES

#### Government-wide Financial Statements

One of the most important questions asked about the City's finances is, "Is the City of Cedar Falls in a better financial position at the end of the fiscal year, compared to last year?" The Statement of Net Position and the Statement of Activities report information about the City as a whole and about its activities in a way that helps answer this question.

These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

The Statement of Net Position presents all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as "net position". Over time, increases or decreases in the City's net position are one indicator of whether its financial health is improving or deteriorating. A person will need to consider other non-financial factors, however, such as changes in the City's property tax base and the condition of the City's infrastructure, to assess the overall health of the City.

The Statement of Activities presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will not result in cash flows until future fiscal periods.

The Statement of Net Position and the Statement of Activities report two kinds of activities:

- Governmental activities – Most of the City's basic services are reported here, including the general administration, streets, fire, police, parks, recreation, library, and housing and block grant assistance. Property taxes, local option sales taxes, road use taxes, and federal and state grants finance most of these activities.
- Business-type activities – The City of Cedar Falls charges a fee to customers to help it cover all or most of the cost of certain services it provides. The City's sewer, refuse, and storm water are reported in this section.

The Government-wide financial statements can be found on pages 30 - 33 of this report.

## **Fund Financial Statements**

The Fund financial statements provide detailed information about the most significant funds, not the City as a whole. Some funds are required to be established by State law or by bond requirements. The City has two kinds of funds:

- Governmental Funds – Most of the City's basic services are reported in governmental funds, which focus on how money flows into and out of these funds and the balances left at year-end that are available for spending. These funds are reported using an accounting method called the "modified accrual basis" of accounting, which measures cash and all other financial assets that can readily be converted to cash. The governmental fund statements provide a detailed short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance City programs.

The required financial statements for governmental funds include a balance sheet and a statement of revenues, expenditures, and changes in fund balances. We describe the relationship between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in a reconciliation at the bottom of the fund financial statements.

The City maintains 22 individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balance for the General Fund, Hospital Fund, TIF Fund, Street Construction Fund, Street Repair Fund, Debt Service Fund, Capital Improvements Fund, and Bond Fund, all of which are considered to be major funds. Data from the other fourteen governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements located in the supplementary information section of this report.

The basic Governmental Fund Financial Statements can be found on pages 34 - 38 of this report.

- Proprietary Funds – When the City charges customers for the service it provides, these services are generally reported in proprietary funds. The City maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its sewer, refuse and storm water activities.

Internal Service Funds are used to accumulate and allocate costs internally. The City uses internal service funds for its information systems, vehicle maintenance, and various risk management activities. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary funds provide the same information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Sewer Fund, Refuse Fund, and Storm Water Fund, all of which are considered major funds. Internal Service Funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for internal service funds is provided in the form of combining statements located in the supplementary information section of this report.

The basic Proprietary Fund Financial Statements can be found on pages 39 - 44 of this report.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of financial position. The analysis that follows focuses on the change in the net position for governmental and business-type activities.

	Governmental activities		Business-type activities		Total	
	2020	2019	2020	2019	2020	2019
Current and						
other assets	\$ 139,568,960	\$ 138,802,212	\$ 9,748,475	\$ 8,330,309	\$ 149,317,435	\$ 147,132,521
Capital assets	237,645,052	228,371,826	93,064,582	93,762,121	330,709,634	322,133,947
Total assets	\$ 377,214,012	\$ 367,174,038	\$ 102,813,057	\$ 102,092,430	\$ 480,027,069	\$ 469,266,468
Deferred Outflows						
of Resources	\$ 6,968,695	\$ 6,518,504	\$ 361,688	\$ 400,580	\$ 7,330,383	\$ 6,919,084
Long-term liabilities	\$ 28,809,783	\$ 28,514,257	\$ 14,892,088	\$ 16,262,041	\$ 43,701,871	\$ 44,776,298
Other liabilities	7,438,930	6,799,611	457,771	443,769	7,896,701	7,243,380
Total liabilities	\$ 36,248,713	\$ 35,313,868	\$ 15,349,859	\$ 16,705,810	\$ 51,598,572	\$ 52,019,678
Deferred Inflows of						
Resources	\$ 28,258,661	\$ 25,649,797	\$ 236,232	\$ 134,769	\$ 28,494,893	\$ 25,784,566
Net position:						
Net investment						
in capital assets	\$ 233,264,428	\$ 222,380,958	\$ 80,028,959	\$ 79,531,920	\$ 313,293,387	\$ 301,912,878
Restricted	34,985,196	33,108,311	29,990	29,990	35,015,186	33,138,301
Unrestricted	51,425,709	57,239,608	7,529,705	6,090,521	58,955,414	63,330,129
Total net position	\$ 319,675,333	\$ 312,728,877	\$ 87,588,654	\$ 85,652,431	\$ 407,263,987	\$ 398,381,308

Net position of governmental activities increased from FY19 by approximately \$6.9 million, or 2.22%. This increase was due primarily to the Downtown Streetscape, Ridgeway Avenue, and Highway 58 intersection projects. The increase is also due to the continued strength of the property tax base and the small amount of general obligation debt outstanding by the City. Net position of business-type activities increased from FY19 by approximately \$1.9 million or 2.26%. This increase was due to the reduction in long-term liabilities. The sewer fund continues to pay down outstanding debt, including the internal loans. The largest portion of the City's net position is the net investment in capital assets (e.g., land, infrastructure, buildings, and equipment). The debt related to the investment in capital assets is liquidated with sources other than capital assets. Restricted net position represent resources that are subject to external restrictions, bond covenants, constitutional provisions or enabling legislation on how they can be used. Unrestricted net position, the part of net position that can be used to finance day-to-day operations are approximately \$59 million at the end of the year.

For the year ended June 30, 2020, net position changed as follows:

	Governmental Activities		Business-type Activities		Total	
	2020	2019	2020	2019	2020	2019
Revenues						
Program Revenues						
Charges for						
services	\$ 3,545,022	\$ 4,431,010	\$ 10,912,379	\$ 10,503,287	\$ 14,457,401	\$ 14,934,297
Operating grants						
and contributions	1,919,605	1,607,195	-	-	1,919,605	1,607,195
Capital grants and						
contributions	2,968,418	5,583,625	390,852	259,676	3,359,270	5,843,301
General Revenues						
Property taxes	24,367,797	24,620,658	-	-	24,367,797	24,620,658
Local Option Sales Tax	5,190,978	5,232,285	-	-	5,190,978	5,232,285
Hotel/Motel Tax & Other	915,747	883,078	-	-	915,747	883,078
Use of money and						
property	2,386,435	2,491,989	380,265	383,387	2,766,700	2,875,376
Intergovernmental	6,650,002	6,493,435	-	-	6,650,002	6,493,435
Miscellaneous	1,658,073	3,021,477	-	-	1,658,073	3,021,477
Gain/Loss on Sale of assets	-	-	--	(4,929)	-	(4,929)
Utility contribution	3,058,657	3,296,714	-	-	3,058,657	3,296,714
Total revenues	\$ 52,660,734	\$ 57,661,466	\$ 11,683,496	\$ 11,141,421	\$ 64,344,230	\$ 68,802,887
Expenses						
Public safety	\$ 14,356,978	\$ 12,234,454	\$ -	\$ -	\$ 14,356,978	\$ 12,234,454
Public works	14,178,454	16,064,779	-	-	14,178,454	16,064,779
Health and social						
services	357,404	173,198	-	-	357,404	173,198
Culture and						
recreation	8,149,827	7,852,080	-	-	8,149,827	7,852,080
Community and						
economic						
development	4,226,474	4,443,144	-	-	4,226,474	4,443,144
General government	4,664,011	4,333,051	-	-	4,664,011	4,333,051
Debt service	192,876	180,268	-	-	192,876	180,268
Sewer	-	-	5,162,985	4,816,390	5,162,985	4,816,390
Refuse	-	-	3,134,596	3,052,989	3,134,596	3,052,989
Storm Water	-	-	1,037,946	983,487	1,037,946	983,487
Total expenses	\$ 46,126,024	\$ 45,280,974	\$ 9,335,527	\$ 8,852,866	\$ 55,461,551	\$ 54,133,840
Increase in net position						
before transfers	\$ 6,534,710	\$ 12,380,492	\$ 2,347,969	\$ 2,288,555	\$ 8,882,679	\$ 14,669,047
Transfers	411,746	(1,943,911)	(411,746)	1,943,911	-	-
Increase in net position	\$ 6,946,456	\$ 10,436,581	\$ 1,936,223	\$ 4,232,466	\$ 8,882,679	\$ 14,669,047
Net position, beginning	312,728,877	302,292,296	85,652,431	81,419,965	398,381,308	383,712,261
Net position, ending	\$ 319,675,333	\$ 312,728,877	\$ 87,588,654	\$ 85,652,431	\$ 407,263,987	\$ 398,381,308

Capital Grants decreased by approximately \$2.6 million for the governmental activities. Revenues increased in business activities due to sewer and storm water charges for services.

The cost of all governmental activities this year was approximately \$46.1 million compared to approximately \$45.3 million last year. However, as shown in the Statement of Activities on pages 32 and 33, the amount taxpayers ultimately financed for these activities was only \$37.7 million because some of the cost was paid by those directly benefiting from the programs or by other governments and organizations which subsidized certain programs with grants and contributions. The City paid the remaining "public benefit" portion of governmental activities with property tax (some of which could only be used for certain programs) and with other receipts, such as interest, local option sales tax and miscellaneous receipts.

**INDIVIDUAL MAJOR FUND ANALYSIS**

**Governmental Fund Highlights**

As of the end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$86,081,370. \$574,910 is nonspendable for inventory. \$34,676,365 is restricted for TIF, debt service, local option sales tax, employee retirement systems, road use taxes and various grants. \$19,318,484 is committed for the City's health trust fund and parking fund. \$37,223,423 is assigned for recreational capital funds, police forfeiture funds, economic development and capital improvements. This leaves a negative \$5,711,812 for unassigned fund balances in the governmental funds.

The Governmental fund balances decreased by \$713,030, or 0.82%. This decrease was primarily due to large capital projects including the Downtown Streetscape, Ridgeway Avenue, and Highway 58 intersection in the Street Repair fund and Bond fund.

The General Fund is the chief operating fund of the City of Cedar Falls. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$9,467,412, while the total fund balance totaled \$12,592,933. As a measure of the General Funds liquidity, it may be useful to compare both unreserved fund balances and total fund balances to total fund expenditures. Unassigned fund balance represents 38.88% of the total General Fund expenditures, while the total fund balance represents 51.72% of that same amount.

The following fund balances in the other major funds, which comprise the Total Governmental Funds are listed below:

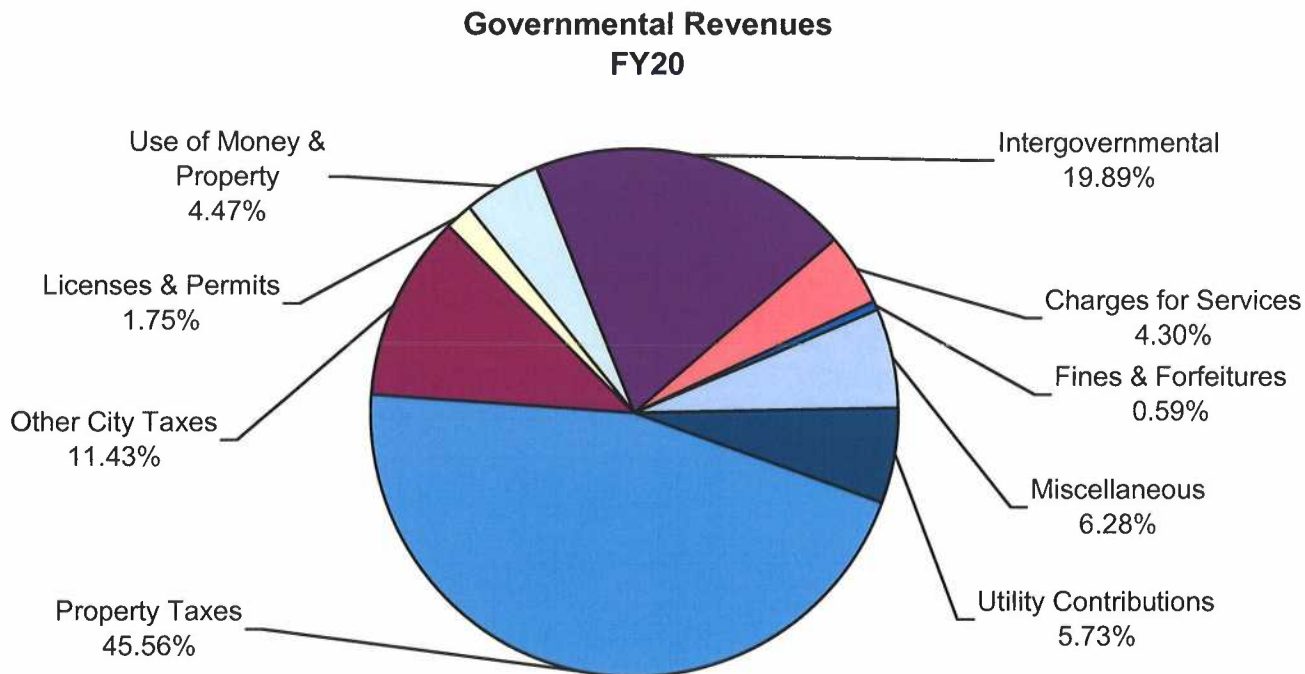
	FY20 Amount	FY19 Amount	Increase (Decrease)
Hospital Fund	\$ 18,501,400	\$ 18,084,424	\$ 416,976
TIF Fund	66,630	2,943	63,687
Street Construction Fund	9,570,135	9,013,361	556,774
Street Repair Fund	16,389,862	15,213,331	1,176,531
Debt Service Fund	647,822	530,935	116,887
Capital Improvements Fund	24,031,089	21,928,153	2,102,936
Bond Fund	(15,155,841)	(5,247,958)	(9,907,883)
Other Governmental Funds	19,437,340	14,691,305	4,746,031

The Hospital Fund had an increase in fund balance due to the repayment of internal financing by the Sewer Fund. The Street Repair Fund had an increase in fund balance due to reimbursements received on the Ridgeway Avenue project. The Capital improvements Fund had an increase in fund balance due to fewer projects in FY20. The Bond Fund had the largest decrease in fund balance due to Downtown Streetscape and Highway 58 intersection improvements. The Other Governmental Funds had an increase in fund balance due to the economic development land acquisition and reimbursements on the University Avenue project.

The following schedule presents a summary of the governmental fund revenues for the fiscal year ended June 30, 2020 and June 30, 2019.

Revenues	FY20 Amount	Percent of Total	FY19 Amount	Increase (Decrease) from FY19	Percent of Increase (Decrease)
Property taxes and assessments	\$ 24,332,248	45.56 %	\$ 24,602,616	\$ (270,368)	(6.86) %
Other city taxes	6,106,725	11.43	6,115,363	(8,638)	(0.22)
Licenses and permits	932,121	1.75	1,089,244	(157,123)	(3.99)
Use of money and property	2,386,435	4.47	2,491,989	(105,554)	(2.68)
Intergovernmental	10,625,228	19.89	13,389,635	(2,764,407)	(70.14)
Charges for services	2,296,459	4.30	3,043,384	(746,925)	(18.95)
Fines and forfeitures	316,928	0.59	297,455	19,473	0.49
Miscellaneous	3,356,248	6.28	3,025,774	330,474	8.39
Utility contribution in lieu of taxes	3,058,657	5.73	3,296,714	(238,057)	(6.04)
	<u>\$ 53,411,049</u>	<u>100.00 %</u>	<u>\$ 57,352,174</u>	<u>\$ (3,941,125)</u>	<u>(100.00) %</u>

The most significant decrease in revenues was in intergovernmental. The decrease was due to the timing of grant reimbursements for Downtown levee project. Miscellaneous revenue had the largest increase due to project reimbursements received.



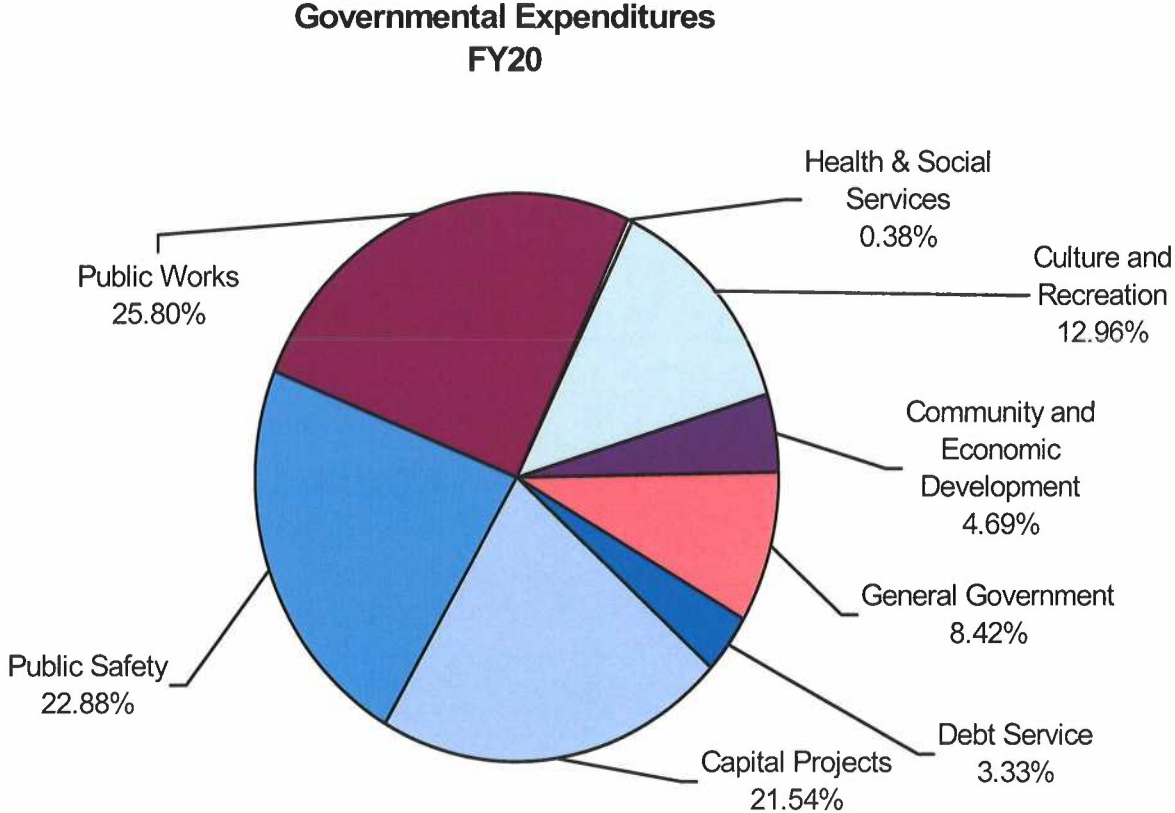


The following schedule presents a summary of governmental expenditures for the fiscal years ended June 30, 2020 and June 30, 2019.

Expenditures	FY20 Amount	Percent of Total	FY19 Amount	Increase (Decrease) from FY19	Percent of Increase (Decrease)
Public Safety	\$ 12,410,312	22.88 %	\$ 11,815,792	\$ 594,520	(6.05) %
Public Works	13,995,394	25.80	12,705,220	1,290,174	(13.14)
Health & Social Services	208,424	0.38	24,220	184,204	(1.88)
Culture & Recreation	7,030,973	12.96	7,070,254	(39,281)	0.40
Cummunity and Economic Development	2,542,366	4.69	2,641,619	(99,253)	1.01
General Government	4,566,065	8.42	4,053,737	512,328	(5.22)
Debt Service	1,807,753	3.33	1,028,823	778,930	(7.93)
Capital Projects	11,684,006	21.54	24,723,513	(13,039,507)	132.81
	<u>\$ 54,245,293</u>	<u>100.00 %</u>	<u>\$ 64,063,178</u>	<u>\$ (9,817,885)</u>	<u>100.00 %</u>

The most significant increase in expenditures occurred in the Public Works function. This was due to the timing of street reconstruction projects.

The most significant decrease in expenditures occurred in the capital projects function. This was due to several large projects in 2019.



**Proprietary Funds**

City of Cedar Falls proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

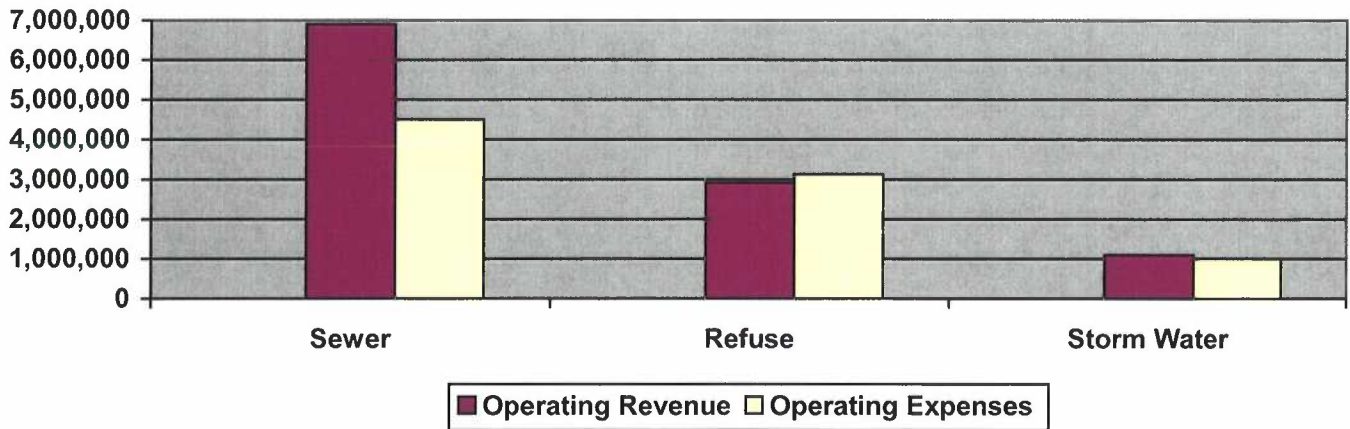
Net position of the Sewer, Refuse and Storm Water funds at the end of the year amounted to \$87,588,654. Net position in the Governmental Activities Internal Service funds was \$15,777,190.

These funds were established for the City operations that are financed and operated in a manner similar to private business enterprises. The cost of providing the services to the general public is recovered, in whole or in part, through user charges.

The City’s enterprise operations are comprised of three separate and distinct activities: Sewer, Refuse and Storm Water. Results of operations for these funds for the years ended June 30, 2020 and June 30, 2019 are as follows:

	Sewer		Refuse		Storm Water	
	2020	2019	2020	2019	2020	2019
Operating Revenues	\$ 6,903,473	\$ 6,625,335	\$ 2,915,458	\$ 2,930,917	\$ 1,093,448	\$ 947,035
Operating Expenses	4,505,664	4,108,166	3,134,596	3,052,989	1,008,231	949,718
Non-Operating Rev (Exp)	(451,094)	(499,262)	105,860	111,673	38,463	24,054
Capital Contributions	181,920	129,072	-	-	208,932	130,604
Operating Transfers, net	815,261	1,690,733	(46,509)	77,014	(1,180,498)	176,164
Change in Net Position	2,943,896	3,837,712	(159,787)	66,615	(847,886)	328,139

**Proprietary Fund Operating Revenues & Expenses  
FY20**



**BUDGETARY HIGHLIGHTS**

Over the course of the year, the City Council revised the budget once in May 2020. The amendment was needed due to several large projects under construction. At the end of the year, the City did not exceed the amended budgeted amounts in any of its functions.

**CAPITAL ASSET AND DEBT ADMINISTRATION**

**Capital Assets**

At the end of June 30, 2020, the City had approximately \$331 million invested in capital assets including police and fire equipment, public buildings, park facilities, roads, bike trails, bridges, water treatment facilities, sanitary sewer lines, and storm water improvements. (See Table following.) This represents a net increase of approximately \$8.6 million or 2.66% over last year.

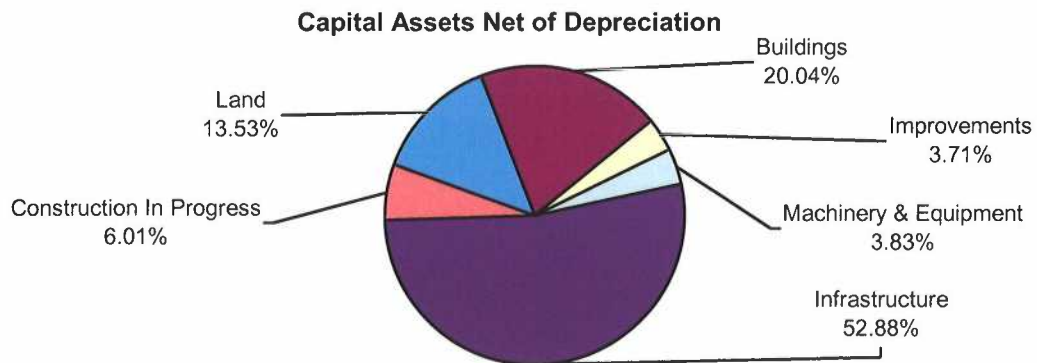
**City of Cedar Falls Capital Assets  
(net of depreciation)**

	Governmental activities		Business-type activities		Total	
	2020	2019	2020	2019	2020	2019
Land	\$ 43,116,319	\$ 43,116,319	\$ 1,612,581	\$ 1,612,581	\$ 44,728,900	\$ 44,728,900
Buildings	23,433,047	14,727,072	42,840,263	44,032,139	66,273,310	58,759,211
Improvements other than buildings	12,258,384	5,640,271	-	-	12,258,384	5,640,271
Machinery and equipment	7,334,003	6,700,857	5,334,460	4,649,796	12,668,463	11,350,653
Infrastructure	132,326,642	97,903,010	42,576,371	34,028,058	174,903,013	131,931,068
Construction in progress	19,176,657	60,284,297	700,907	9,439,547	19,877,564	69,723,844
<b>Total</b>	<b>\$ 237,645,052</b>	<b>\$ 228,371,826</b>	<b>\$ 93,064,582</b>	<b>\$ 93,762,121</b>	<b>\$ 330,709,634</b>	<b>\$ 322,133,947</b>

Major capital asset events during the current fiscal year included the following:

- Highway 58 Intersection
- Downtown Streetscape
- Ridgeway Avenue

More detailed information about the City's capital assets is presented in Note 3 to the financial statements.



**Debt**

At year-end, the City had \$16,708,000 in outstanding debt compared to \$19,431,000 last year. That is a decrease of \$2,723,000 or 14.01%.

**City of Cedar Falls Outstanding Debt  
General Obligation Debt and Revenue Debt**

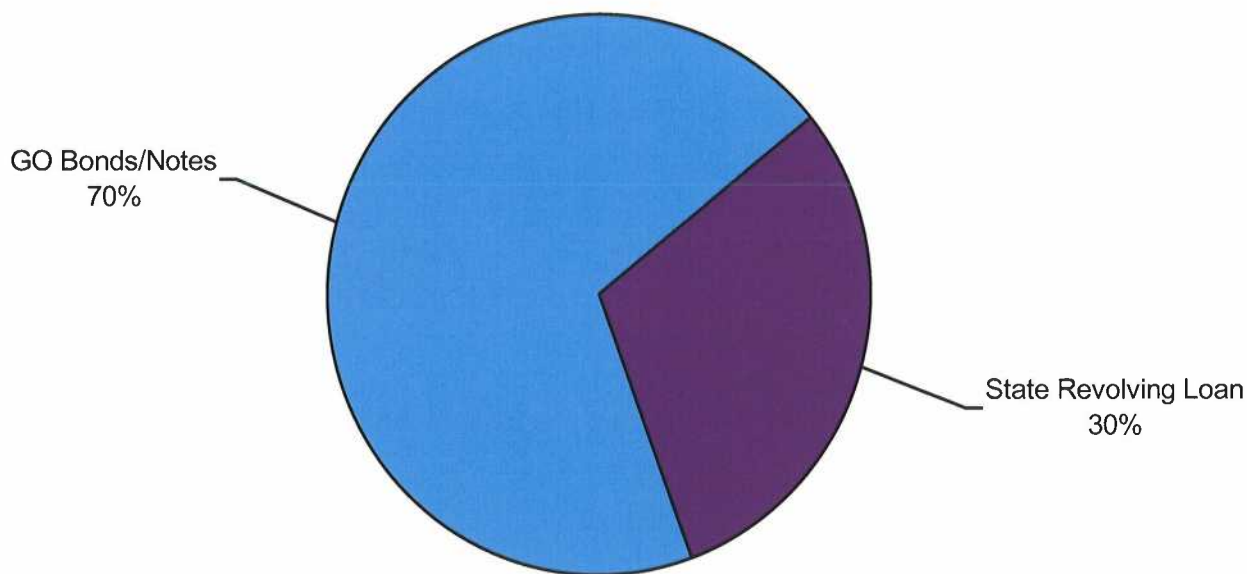
	Governmental activities		Business-type activities		Total	
	2020	2019	2020	2019	2020	2019
General obligation						
bonds/notes	\$ 4,085,000	\$ 5,665,000	\$ 7,585,000	\$ 8,420,000	\$ 11,670,000	\$ 14,085,000
State Revolving Loan	--	--	5,038,000	5,346,000	5,038,000	5,346,000
<b>Total</b>	<b>\$ 4,085,000</b>	<b>\$ 5,665,000</b>	<b>\$ 12,623,000</b>	<b>\$ 13,766,000</b>	<b>\$ 16,708,000</b>	<b>\$ 19,431,000</b>

The City of Cedar Falls received an upgrade to the Aaa rating from Moody’s Investor Services in June 2020 for all general obligation issuances. This was a major achievement by the City

State statutes limit the amount of general obligation debt a government entity may issue to 5% of its total assessed valuation. As of June 30, 2020, the City’s legal debt margin was \$151,719,318.

More detailed information about the City’s long-term debt is presented in Note 3 to the financial statements.

**City of Cedar Falls Outstanding Debt  
FY20**



**ECONOMIC FACTORS AND NEXT YEAR’S BUDGETS AND RATES**

During the state legislative session in 2014, the legislature reduced the taxable valuation of commercial property and created a new class of property for multi-residential. This could greatly affect the City’s general operating fund.

Even with the State reductions, the City Council did establish a balanced budget in the General Fund for FY21. The tax levy rate per \$1,000 of taxable valuation for FY21 is provided below:

General levy	\$ 8.10
Trust and Agency levy	2.15
Debt Service levy	.32
Transit levy	.22
Library levy	.27
Liability Insurance levy	.13
Emergency Management levy	.23
Municipal Band levy	<u>.01</u>
Total levy	\$ 11.43

**REQUESTS FOR INFORMATION**

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City’s finances and to show the City’s accountability for the money it receives. The City’s discretely presented component units, Cedar Falls Utilities, have separately issued financial statements. If you have questions about this report or need additional information, contact the Department of Finance and Business Operations, 220 Clay Street, Cedar Falls, Iowa 50613.

City of Cedar Falls, Iowa  
Statement of Net Position  
June 30, 2020

Primary Government

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash	\$ 89,267,121	\$ 18,606,134	\$ 107,873,255
Certificates of deposit	--	--	--
Receivables, net of allowance for uncollectible amounts:			
Property taxes	27,342,080	--	27,342,080
Other city taxes	637,867	--	637,867
Accrued interest	588,608	111,115	699,723
Special assessments	143,443	--	143,443
Customers	--	--	--
Human & leisure services contributions	4,427,760	--	4,427,760
Other	3,103,339	1,600,665	4,704,004
Due from component unit	1,496,110	--	1,496,110
Internal balances	10,675,000	(10,675,000)	--
Due from other governments	1,277,954	--	1,277,954
Inventories	609,678	105,561	715,239
Prepays and other assets	--	--	--
Restricted assets:			
Cash	--	--	--
Certificates of deposit	--	--	--
Capital assets:			
Land	43,116,319	1,612,581	44,728,900
Land improvements	20,632,281	--	20,632,281
Buildings	36,660,807	56,337,385	92,998,192
Machinery and equipment	21,566,675	10,239,937	31,806,612
Infrastructure	248,243,811	65,359,389	313,603,200
Construction in progress	19,176,657	700,907	19,877,564
Accumulated depreciation	(151,751,498)	(41,185,617)	(192,937,115)
Total assets	<u>\$ 377,214,012</u>	<u>\$ 102,813,057</u>	<u>\$ 480,027,069</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related deferred outflows	5,354,667	361,688	5,716,355
OPEB related deferred outflows	1,614,028	--	1,614,028
Total deferred outflows of resources	<u>\$ 6,968,695</u>	<u>\$ 361,688</u>	<u>\$ 7,330,383</u>
<b>LIABILITIES</b>			
Accounts payable	\$ 5,831,487	\$ 285,919	\$ 6,117,406
Grant proceeds received in advance	32,009	--	32,009
Accrued liabilities	1,575,434	171,852	1,747,286
Due to primary government	--	--	--
Long-term liabilities:			
Portion due or payable within one year:			
Bonds payable	520,000	1,173,000	1,693,000
Compensated absences	1,201,586	171,000	1,372,586
Portion due or payable after one year:			
Bonds payable	3,860,624	11,862,623	15,723,247
Compensated absences	1,529,645	244,217	1,773,862
Net OPEB liability	3,490,632	--	3,490,632
Net pension liability	18,207,296	1,441,248	19,648,544
Total liabilities	<u>\$ 36,248,713</u>	<u>\$ 15,349,859</u>	<u>\$ 51,598,572</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Succeeding year property taxes	\$ 26,927,562	\$ --	\$ 26,927,562
TIF related deferred outflows	--	--	--
OPEB related deferred inflows	--	--	--
Pension related deferred inflows	1,331,099	236,232	1,567,331
Total deferred inflows of resources	<u>\$ 28,258,661</u>	<u>\$ 236,232</u>	<u>\$ 28,494,893</u>
<b>NET POSITION</b>			
Net investment in capital assets	\$ 233,264,428	\$ 80,028,959	\$ 313,293,387
Restricted:			
Streets	25,858,745	--	25,858,745
Debt service	647,822	--	647,822
Employee retirement system	6,369,024	--	6,369,024
TIF	66,630	--	66,630
Other	2,042,975	29,990	2,072,965
Unrestricted	51,425,709	7,529,705	58,955,414
Total net position	<u>\$ 319,675,333</u>	<u>\$ 87,588,654</u>	<u>\$ 407,263,987</u>

See notes to financial statements

Component Units			
Electric Utility	Gas Utility	Water Utility	Communications Utility
\$ 26,326,211	\$ 9,755,903	\$ 5,785,348	\$ 10,270,184
11,252,000	2,880,000	--	612,000
--	--	--	--
--	--	--	--
117,769	18,362	--	1,299
--	--	--	--
3,959,345	1,951,590	586,111	2,329,014
--	--	--	--
11,734,538	1,424,466	902,768	388,909
--	--	--	--
--	--	--	--
5,493,445	319,127	135,113	918,423
754,867	112,977	50,569	202,377
2,534,229	396,371	276,076	494,783
2,728,400	--	--	--
2,133,302	25,617	63,466	2,177
4,683	--	--	--
41,250,563	4,135,082	2,627,745	--
20,798,157	500,528	1,355,962	22,559,125
200,438,252	24,413,603	41,631,210	19,964,001
2,230,819	124,441	37,243	277,761
(99,073,558)	(14,363,348)	(13,093,127)	(17,648,106)
<u>\$ 232,683,022</u>	<u>\$ 31,694,719</u>	<u>\$ 40,358,484</u>	<u>\$ 40,371,947</u>
928,243	313,339	210,621	438,888
241,369	48,274	36,205	76,432
<u>\$ 1,169,612</u>	<u>\$ 361,613</u>	<u>\$ 246,826</u>	<u>\$ 515,320</u>
\$ 2,717,460	\$ 1,150,360	\$ 1,843,416	\$ 1,202,352
--	--	--	--
5,903,832	417,793	153,662	437,427
2,858,430	298,150	--	--
2,625,000	--	--	--
--	--	--	--
16,529,152	--	--	--
751,797	150,359	338,880	238,069
943,672	185,675	139,256	278,685
5,146,692	1,683,839	1,162,652	2,426,561
<u>\$ 37,476,035</u>	<u>\$ 3,886,176</u>	<u>\$ 3,637,866</u>	<u>\$ 4,583,094</u>
\$ --	\$ --	\$ --	\$ --
11,138,591	139,339	882,310	98,063
35,486	4,400	3,452	7,951
920,615	301,199	207,970	434,049
<u>\$ 12,094,692</u>	<u>\$ 444,938</u>	<u>\$ 1,093,732</u>	<u>\$ 540,063</u>
\$ 148,951,694	\$ 14,835,923	\$ 32,622,499	\$ 25,154,958
--	--	--	--
3,948,437	--	--	--
--	--	--	--
--	--	--	--
939,986	345,771	240,376	429,283
30,441,790	12,543,524	3,010,837	10,179,869
<u>\$ 184,281,907</u>	<u>\$ 27,725,218</u>	<u>\$ 35,873,712</u>	<u>\$ 35,764,110</u>



**City of Cedar Falls, Iowa**  
**Statement of Activities**  
**For the Year Ended June 30, 2020**

Functions/Programs	Expenses	Program Revenues		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions
Primary government:				
Governmental activities:				
Public safety	\$ 14,356,978	\$ 577,351	\$ 57,765	\$ 501,210
Public works	14,178,454	161,405	--	2,462,208
Health and social services	357,404	--	--	--
Culture and recreation	8,149,827	1,296,689	--	5,000
Community and economic development	4,226,474	--	1,861,840	--
General government	4,664,011	1,509,577	--	--
Interest on long-term debt and related fees	192,876	--	--	--
Total governmental activities	<u>\$ 46,126,024</u>	<u>\$ 3,545,022</u>	<u>\$ 1,919,605</u>	<u>\$ 2,968,418</u>
Business-type activities:				
Sewer	\$ 5,162,985	\$ 6,903,473	\$ --	\$ 181,920
Refuse	3,134,596	2,915,458	--	--
Storm Water	1,037,946	1,093,448	--	208,932
Total business-type activities	<u>\$ 9,335,527</u>	<u>\$ 10,912,379</u>	<u>\$ --</u>	<u>\$ 390,852</u>
Total primary government	<u>\$ 55,461,551</u>	<u>\$ 14,457,401</u>	<u>\$ 1,919,605</u>	<u>\$ 3,359,270</u>
Component units				
Electric Utility	\$ 47,823,716	\$ 50,952,568	\$ --	\$ 1,217,350
Gas Utility	13,313,054	13,976,449	--	13,751
Water Utility	4,078,962	4,841,853	--	186,508
Communications Utility	17,248,570	21,380,709	--	98,546
Total component units	<u>\$ 82,464,302</u>	<u>\$ 91,151,579</u>	<u>\$ --</u>	<u>\$ 1,516,155</u>

## General revenues:

Property taxes and assessments  
Local option sales tax  
Hotel/motel taxes  
Other city taxes  
Use of money and property  
Intergovernmental, not restricted to specific programs  
Miscellaneous  
Utility contribution in lieu of taxes

## Transfers

Total general revenues and transfers

Change in net position

Net position - beginning

Net position - ending

See notes to financial statements



## Net (Expense) Revenue and Changes in Net Position

Primary Government			Component Units			
Governmental Activities	Business-type Activities	Total	Electric Utility	Gas Utility	Water Utility	Communications Utility
\$ (13,220,652)	\$ --	\$ (13,220,652)	\$ --	\$ --	\$ --	\$ --
(11,554,841)	--	(11,554,841)	--	--	--	--
(357,404)	--	(357,404)	--	--	--	--
(6,848,138)	--	(6,848,138)	--	--	--	--
(2,364,634)	--	(2,364,634)	--	--	--	--
(3,154,435)	--	(3,154,435)	--	--	--	--
(192,876)	--	(192,876)	--	--	--	--
<u>\$ (37,692,979)</u>	<u>\$ --</u>	<u>\$ (37,692,979)</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
\$ --	\$ 1,922,408	\$ 1,922,408	\$ --	\$ --	\$ --	\$ --
--	(219,138)	(219,138)	--	--	--	--
--	264,434	264,434	--	--	--	--
<u>\$ --</u>	<u>\$ 1,967,704</u>	<u>\$ 1,967,704</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
<u>\$ (37,692,979)</u>	<u>\$ 1,967,704</u>	<u>\$ (35,725,275)</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
\$ --	\$ --	\$ --	\$ 4,346,202	\$ --	\$ --	\$ --
--	--	--	--	677,146	--	--
--	--	--	--	--	949,399	--
--	--	--	--	--	--	4,230,685
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 4,346,202</u>	<u>\$ 677,146</u>	<u>\$ 949,399</u>	<u>\$ 4,230,685</u>
\$ 24,367,797	\$ --	\$ 24,367,797	\$ --	\$ --	\$ --	\$ --
5,190,978	--	5,190,978	--	--	--	--
827,726	--	827,726	--	--	--	--
88,021	--	88,021	--	--	--	--
2,386,435	380,265	2,766,700	723,930	195,701	83,151	102,289
6,650,002	--	6,650,002	--	--	--	--
1,658,073	--	1,658,073	--	--	--	--
3,058,657	--	3,058,657	--	--	--	--
411,746	(411,746)	--	--	--	--	--
<u>\$ 44,639,435</u>	<u>\$ (31,481)</u>	<u>\$ 44,607,954</u>	<u>\$ 723,930</u>	<u>\$ 195,701</u>	<u>\$ 83,151</u>	<u>\$ 102,289</u>
\$ 6,946,456	\$ 1,936,223	\$ 8,882,679	\$ 5,070,132	\$ 872,847	\$ 1,032,550	\$ 4,332,974
312,728,877	85,652,431	398,381,308	179,211,775	26,852,371	34,841,162	31,431,136
<u>\$ 319,675,333</u>	<u>\$ 87,588,654</u>	<u>\$ 407,263,987</u>	<u>\$ 184,281,907</u>	<u>\$ 27,725,218</u>	<u>\$ 35,873,712</u>	<u>\$ 35,764,110</u>

**City of Cedar Falls, Iowa**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2020**

	Special Revenue				
	General Fund	Hospital Fund	TIF Fund	Street Construction Fund	Street Repair Fund
<b>ASSETS</b>					
Cash	\$ 11,452,622	\$ 10,351,777	\$ --	\$ 8,719,921	\$ 15,794,562
Receivables, net of allowance for uncollectible amounts:					
Property taxes	20,960,158	--	4,049,876	--	--
Other city taxes	106,273	--	--	--	425,321
Accrued interest	138,415	35,734	--	--	91,879
Special assessments	--	--	--	--	--
Human & leisure services contributions	4,427,760	--	--	--	--
Other	209,996	658,493	--	--	1,997,652
Due from component unit	1,496,110	--	--	--	--
Due from other funds	--	--	--	--	48,750
Advance to other funds	--	8,095,000	--	--	--
Due from other governments	14,083	--	--	660,510	--
Inventories	122,878	--	--	410,082	--
Total assets	<u>\$ 38,928,295</u>	<u>\$ 19,141,004</u>	<u>\$ 4,049,876</u>	<u>\$ 9,790,513</u>	<u>\$ 18,358,164</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>					
<b>LIABILITIES</b>					
Accounts payable	\$ 424,381	\$ --	\$ --	\$ 140,540	\$ 1,968,302
Grant proceeds received in advance	--	--	--	--	--
Accrued liabilities	810,302	--	--	79,838	--
Due to other funds	--	--	--	--	--
Total liabilities	<u>\$ 1,234,683</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 220,378</u>	<u>\$ 1,968,302</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>					
Succeeding year property taxes	\$ 20,650,994	\$ --	\$ 3,983,246	\$ --	\$ --
Amounts held in community foundation	4,427,760	--	--	--	--
Amount due at end of lease	--	639,604	--	--	--
Other	21,925	--	--	--	--
Total deferred inflows of resources	<u>\$ 25,100,679</u>	<u>\$ 639,604</u>	<u>\$ 3,983,246</u>	<u>\$ --</u>	<u>\$ --</u>
<b>FUND BALANCES</b>					
Nonspendable	\$ 122,878	\$ --	\$ --	\$ 410,082	\$ --
Restricted	--	--	66,630	9,160,053	16,389,862
Committed	--	18,501,400	--	--	--
Assigned	3,002,643	--	--	--	--
Unassigned	9,467,412	--	--	--	--
Total fund balances	<u>\$ 12,592,933</u>	<u>\$ 18,501,400</u>	<u>\$ 66,630</u>	<u>\$ 9,570,135</u>	<u>\$ 16,389,862</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 38,928,295</u>	<u>\$ 19,141,004</u>	<u>\$ 4,049,876</u>	<u>\$ 9,790,513</u>	<u>\$ 18,358,164</u>

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Other long-term assets are not available to pay for current-period expenditures and, therefore, are reported as deferred inflows of resources.

Internal service funds are used by management to charge the costs of fleet management, management information systems and risk management activities to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

Accrued interest payable is not due and payable in the current period and, therefore, is not reported in the funds.

Accrued compensated absences, other postemployment benefits and net pension liability are not due and payable in the current period and, therefore, are not reported in the funds.

Bonds payable are not due and payable in the current period and, therefore, are not reported in the funds.

Pension related deferred outflows of resources and deferred inflows of resources, are not due and payable in the current year and, therefore, are not reported in the funds.

Deferred outflows of resources

Deferred inflows of resources

Net position of governmental activities

See notes to financial statements

Debt Service Fund	Capital Projects		Other Governmental Funds	Total Governmental Funds
	Capital Improvements	Bond Fund		
\$ 633,246	\$ 8,007,837	\$ --	\$ 19,381,169	\$ 74,341,134
684,285	--	--	1,647,761	27,342,080
--	--	--	106,273	637,867
--	132,280	--	94,810	493,118
--	95,412	--	48,031	143,443
--	--	--	--	4,427,760
--	45,299	93,909	3,201	3,008,550
--	--	--	--	1,496,110
--	14,411,301	--	24,343	14,484,394
--	2,580,000	--	--	10,675,000
--	8,618	521,407	73,336	1,277,954
--	--	--	41,950	574,910
<u>\$ 1,317,531</u>	<u>\$ 25,280,747</u>	<u>\$ 615,316</u>	<u>\$ 21,420,874</u>	<u>\$ 138,902,320</u>
\$ --	\$ 1,145,628	\$ 1,209,580	\$ 175,914	\$ 5,064,345
--	--	--	32,009	32,009
--	--	--	21,373	911,513
--	--	14,411,301	73,093	14,484,394
<u>\$ --</u>	<u>\$ 1,145,628</u>	<u>\$ 15,620,881</u>	<u>\$ 302,389</u>	<u>\$ 20,492,261</u>
\$ 669,709	\$ --	\$ --	\$ 1,623,613	\$ 26,927,562
--	--	--	--	4,427,760
--	--	--	--	639,604
--	104,030	150,276	57,532	333,763
<u>\$ 669,709</u>	<u>\$ 104,030</u>	<u>\$ 150,276</u>	<u>\$ 1,681,145</u>	<u>\$ 32,328,689</u>
\$ --	\$ --	\$ --	\$ 41,950	\$ 574,910
647,822	--	--	8,411,998	34,676,365
--	--	--	817,084	19,318,484
--	24,031,089	--	10,189,691	37,223,423
--	--	(15,155,841)	(23,383)	(5,711,812)
<u>\$ 647,822</u>	<u>\$ 24,031,089</u>	<u>\$ (15,155,841)</u>	<u>\$ 19,437,340</u>	<u>\$ 86,081,370</u>
<u>\$ 1,317,531</u>	<u>\$ 25,280,747</u>	<u>\$ 615,316</u>	<u>\$ 21,420,874</u>	
				235,178,591
				5,401,127
				15,777,190
				(12,013)
				(23,947,730)
				(4,380,624)
				6,846,409
				(1,268,987)
				<u>\$ 319,675,333</u>

**City of Cedar Falls, Iowa**  
**Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Governmental Funds**  
**For the Year Ended June 30, 2020**

	Special Revenue			
	General Fund	Hospital Fund	TIF Fund	Street Construction Fund
<b>Revenues:</b>				
Property taxes and assessments	\$ 19,068,126	\$ --	\$ 2,887,020	\$ --
Other city taxes	499,198	--	--	--
Licenses and permits	932,121	--	--	--
Use of money and property	424,396	612,400	--	--
Intergovernmental	1,367,225	--	73,483	5,302,365
Charges for services	2,260,143	--	--	--
Fines and forfeitures	178,558	--	--	--
Miscellaneous	105,892	--	--	107,047
Utility contribution in lieu of taxes	1,369,657	--	--	--
Total revenues	<u>\$ 26,205,316</u>	<u>\$ 612,400</u>	<u>\$ 2,960,503</u>	<u>\$ 5,409,412</u>
<b>Expenditures:</b>				
<b>Current:</b>				
Public safety	\$ 10,841,742	\$ --	\$ --	\$ --
Public works	1,530,068	--	--	5,467,134
Health and social services	13,000	195,424	--	--
Culture and recreation	6,460,786	--	--	--
Community and economic development	936,348	--	--	--
General government	4,566,065	--	--	--
Debt service	--	--	--	--
Capital projects	--	--	--	--
Total expenditures	<u>\$ 24,348,009</u>	<u>\$ 195,424</u>	<u>\$ --</u>	<u>\$ 5,467,134</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 1,857,307</u>	<u>\$ 416,976</u>	<u>\$ 2,960,503</u>	<u>\$ (57,722)</u>
<b>Other financing sources (uses):</b>				
<b>Transfers:</b>				
Transfers in	\$ 529,929	\$ --	\$ --	\$ 1,224,688
Transfers out	(2,401,395)	--	(2,896,816)	(778,923)
Total other financing sources (uses)	<u>\$ (1,871,466)</u>	<u>\$ --</u>	<u>\$ (2,896,816)</u>	<u>\$ 445,765</u>
Net change in fund balances	\$ (14,159)	\$ 416,976	\$ 63,687	\$ 388,043
Fund balances, beginning	12,577,906	18,084,424	2,943	9,013,361
Increase (decrease) in reserve for inventories	29,186	--	--	168,731
Fund balances, ending	<u>\$ 12,592,933</u>	<u>\$ 18,501,400</u>	<u>\$ 66,630</u>	<u>\$ 9,570,135</u>

See notes to financial statements

Street Repair Fund	Debt Service Fund	Capital Projects		Other Governmental Funds	Total Governmental Funds
		Capital Improvements	Bond Fund		
\$ --	\$ 880,310	\$ --	\$ --	\$ 1,496,792	\$ 24,332,248
5,190,978	2,686	--	--	413,863	6,106,725
--	--	--	--	--	932,121
289,441	--	572,515	46,275	441,408	2,386,435
96,940	24,721	9,309	1,846,059	1,905,126	10,625,228
--	--	--	--	36,316	2,296,459
--	--	--	--	138,370	316,928
2,289,725	--	332,184	432,866	88,534	3,356,248
--	--	1,659,000	30,000	--	3,058,657
<u>\$ 7,867,084</u>	<u>\$ 907,717</u>	<u>\$ 2,573,008</u>	<u>\$ 2,355,200</u>	<u>\$ 4,520,409</u>	<u>\$ 53,411,049</u>
\$ --	\$ --	\$ --	\$ --	\$ 1,568,570	\$ 12,410,312
6,690,553	--	--	--	307,639	13,995,394
--	--	--	--	--	208,424
--	--	--	--	570,187	7,030,973
--	--	--	--	1,606,018	2,542,366
--	--	--	--	--	4,566,065
--	1,779,753	--	28,000	--	1,807,753
--	--	995,762	9,183,598	1,504,646	11,684,006
<u>\$ 6,690,553</u>	<u>\$ 1,779,753</u>	<u>\$ 995,762</u>	<u>\$ 9,211,598</u>	<u>\$ 5,557,060</u>	<u>\$ 54,245,293</u>
<u>\$ 1,176,531</u>	<u>\$ (872,036)</u>	<u>\$ 1,577,246</u>	<u>\$ (6,856,398)</u>	<u>\$ (1,036,651)</u>	<u>\$ (834,244)</u>
\$ --	\$ 988,923	\$ 550,720	\$ 594,004	\$ 6,055,746	\$ 9,944,010
--	--	(25,030)	(3,645,489)	(281,100)	(10,028,753)
<u>\$ --</u>	<u>\$ 988,923</u>	<u>\$ 525,690</u>	<u>\$ (3,051,485)</u>	<u>\$ 5,774,646</u>	<u>\$ (84,743)</u>
\$ 1,176,531	\$ 116,887	\$ 2,102,936	\$ (9,907,883)	\$ 4,737,995	\$ (918,987)
15,213,331	530,935	21,928,153	(5,247,958)	14,691,305	86,794,400
--	--	--	--	8,040	205,957
<u>\$ 16,389,862</u>	<u>\$ 647,822</u>	<u>\$ 24,031,089</u>	<u>\$ (15,155,841)</u>	<u>\$ 19,437,340</u>	<u>\$ 86,081,370</u>

**City of Cedar Falls, Iowa**  
**Reconciliation of the Statement of Revenues, Expenditures, and**  
**Changes in Fund Balances -**  
**Governmental Funds to the Statement of Activities**  
**For the Year Ended June 30, 2020**

Net change in fund balances - total governmental funds \$ (918,987)

Amounts reported for governmental activities in the statement of activities are different because:

Government funds report capital outlays as expenditures while governmental activities report depreciation expense to allocate those expenditures over the life of the assets. Capital outlay expenditures exceeded depreciation expense in the current year, as follows:

Net acquisition of capital assets	17,814,572	
Depreciation expense	<u>(8,847,730)</u>	
		8,966,842

Because some revenues will not be collected for several months after the City's year end, they are not considered available revenues and are reported as deferred inflows of resources in the governmental funds, as follows:

Property tax	35,549	
Other	<u>(1,287,081)</u>	
		(1,251,532)

Proceeds from issuing long-term liabilities provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of long-term liabilities is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. Current year repayments exceeded issues, as follows:

Premium on general obligation bonds	30,244	
Repaid	1,580,000	
Accrued interest	<u>4,634</u>	
		1,614,878

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds, as follows:

Compensated absences	29,890	
Other postemployment benefits	(305,509)	
Pension expense	(1,447,622)	
Change in inventory	<u>205,957</u>	
		(1,517,284)

Internal service funds are used by management to charge the costs of fleet management, management information systems and risk management activities to individual funds. The net revenue of certain activities of internal service funds is reported with governmental activities.

52,539

Change in net position of governmental activities		<u>\$ 6,946,456</u>
---	--	---------------------

See notes to financial statements

**City of Cedar Falls, Iowa**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2020**

	Business-type Activities - Enterprise Fund	
	<u>Sewer Fund</u>	<u>Refuse Fund</u>
<b>ASSETS</b>		
Current assets:		
Cash	\$ 11,306,017	\$ 4,902,532
Receivables, net of allowance for uncollectible amounts:		
Accrued interest	66,517	32,424
Other	1,158,044	397,940
Inventories	79,028	26,533
Total current assets	<u>\$ 12,609,606</u>	<u>\$ 5,359,429</u>
Noncurrent assets:		
Capital assets:		
Land	\$ 779,878	\$ 204,845
Buildings	43,387,182	12,950,203
Machinery and equipment	6,237,049	4,002,888
Infrastructure	43,395,014	--
Construction in progress	386,558	--
Accumulated depreciation	(27,621,308)	(5,269,893)
Total noncurrent assets	<u>\$ 66,564,373</u>	<u>\$ 11,888,043</u>
Total assets	<u>\$ 79,173,979</u>	<u>\$ 17,247,472</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Pension related deferred outflows	<u>\$ 159,069</u>	<u>\$ 158,945</u>
<b>LIABILITIES</b>		
Current liabilities:		
Accounts payable	\$ 88,407	\$ 65,213
Accrued liabilities	106,584	52,110
Bonds payable - due within one year	1,093,000	--
Compensated absences - due within one year	99,401	58,895
Total current liabilities	<u>\$ 1,387,392</u>	<u>\$ 176,218</u>
Noncurrent liabilities:		
Bonds payable- after one year	\$ 11,092,009	\$ --
Advance from other funds	10,675,000	--
Compensated absences - after one year	37,214	169,330
Net pension liability	653,500	614,821
Total noncurrent liabilities	<u>\$ 22,457,723</u>	<u>\$ 784,151</u>
Total liabilities	<u>\$ 23,845,115</u>	<u>\$ 960,369</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Pension related deferred inflows	<u>\$ 106,899</u>	<u>\$ 113,884</u>
<b>NET POSITION</b>		
Net investment in capital assets	\$ 54,379,364	\$ 11,888,043
Restricted for post closure costs	--	29,990
Unrestricted	1,001,670	4,414,131
Total net position	<u>\$ 55,381,034</u>	<u>\$ 16,332,164</u>

See notes to financial statements

Business-type Activities - Enterprise Fund		Governmental Activities - Internal Service Funds
Storm Water Fund	Total	
\$ 2,397,585	\$ 18,606,134	\$ 14,925,987
12,174	111,115	95,490
44,681	1,600,665	94,789
--	105,561	34,768
<u>\$ 2,454,440</u>	<u>\$ 20,423,475</u>	<u>\$ 15,151,034</u>
\$ 627,858	\$ 1,612,581	\$ --
--	56,337,385	90,302
--	10,239,937	8,244,026
21,964,375	65,359,389	--
314,349	700,907	--
<u>(8,294,416)</u>	<u>(41,185,617)</u>	<u>(5,867,867)</u>
<u>\$ 14,612,166</u>	<u>\$ 93,064,582</u>	<u>\$ 2,466,461</u>
<u>\$ 17,066,606</u>	<u>\$ 113,488,057</u>	<u>\$ 17,617,495</u>
<u>\$ 43,674</u>	<u>\$ 361,688</u>	<u>\$ 122,286</u>
\$ 132,299	\$ 285,919	\$ 767,142
13,158	171,852	651,908
80,000	1,173,000	--
12,704	171,000	34,875
<u>\$ 238,161</u>	<u>\$ 1,801,771</u>	<u>\$ 1,453,925</u>
\$ 770,614	\$ 11,862,623	\$ --
--	10,675,000	--
37,673	244,217	9,896
172,927	1,441,248	436,658
<u>\$ 981,214</u>	<u>\$ 24,223,088</u>	<u>\$ 446,554</u>
<u>\$ 1,219,375</u>	<u>\$ 26,024,859</u>	<u>\$ 1,900,479</u>
<u>\$ 15,449</u>	<u>\$ 236,232</u>	<u>\$ 62,112</u>
\$ 13,761,552	\$ 80,028,959	\$ 2,466,461
--	29,990	--
2,113,904	7,529,705	13,310,729
<u>\$ 15,875,456</u>	<u>\$ 87,588,654</u>	<u>\$ 15,777,190</u>



**City of Cedar Falls, Iowa**  
**Statement of Revenues, Expenses, and Changes in Fund Net Position**  
**Proprietary Funds**  
**For the Year Ended June 30, 2020**

	Business-type Activities - Enterprise Funds	
	Sewer Fund	Refuse Fund
Operating revenues:		
Charges for services	\$ 6,898,427	\$ 2,728,795
Other	5,046	186,663
Total operating revenues	<u>\$ 6,903,473</u>	<u>\$ 2,915,458</u>
Operating expenses:		
Personal services	\$ 1,313,813	\$ 1,223,687
Contractual services	950,113	1,260,813
Supplies and equipment	445,694	105,836
Depreciation	1,796,044	544,260
Total operating expenses	<u>\$ 4,505,664</u>	<u>\$ 3,134,596</u>
Operating income(loss)	<u>\$ 2,397,809</u>	<u>\$ (219,138)</u>
Nonoperating revenues (expenses):		
Interest revenue	\$ 206,227	\$ 105,860
Interest expense	(653,973)	--
Gain (loss) on disposal of equipment	(3,348)	--
Nonoperating revenues (expenses),net	<u>\$ (451,094)</u>	<u>\$ 105,860</u>
Income(loss) before contributions and transfers	<u>\$ 1,946,715</u>	<u>\$ (113,278)</u>
Capital contributions	\$ 181,920	\$ --
Transfers in	936,404	203,160
Transfers out	(121,143)	(249,669)
Contributions and transfers, net	<u>\$ 997,181</u>	<u>\$ (46,509)</u>
Change in net position	\$ 2,943,896	\$ (159,787)
Net position, beginning	52,437,138	16,491,951
Net position, ending	<u>\$ 55,381,034</u>	<u>\$ 16,332,164</u>

See notes to financial statements

Business-type Activities - Enterprise Funds		Governmental Activities- Internal Service Funds
Storm Water Fund	Total	
\$ 998,391	\$ 10,625,613	\$ 7,336,579
95,057	286,766	144,247
<u>\$ 1,093,448</u>	<u>\$ 10,912,379</u>	<u>\$ 7,480,826</u>
\$ 260,699	\$ 2,798,199	\$ 1,302,067
128,866	2,339,792	5,364,733
20,217	571,747	1,137,834
598,449	2,938,753	431,575
<u>\$ 1,008,231</u>	<u>\$ 8,648,491</u>	<u>\$ 8,236,209</u>
<u>\$ 85,217</u>	<u>\$ 2,263,888</u>	<u>\$ (755,383)</u>
\$ 68,178	\$ 380,265	\$ 310,507
(29,715)	(683,688)	--
--	(3,348)	926
<u>\$ 38,463</u>	<u>\$ (306,771)</u>	<u>\$ 311,433</u>
<u>\$ 123,680</u>	<u>\$ 1,957,117</u>	<u>\$ (443,950)</u>
\$ 208,932	\$ 390,852	\$ --
72,890	1,212,454	496,489
(1,253,388)	(1,624,200)	--
<u>\$ (971,566)</u>	<u>\$ (20,894)</u>	<u>\$ 496,489</u>
\$ (847,886)	\$ 1,936,223	\$ 52,539
16,723,342	85,652,431	15,724,651
<u>\$ 15,875,456</u>	<u>\$ 87,588,654</u>	<u>\$ 15,777,190</u>

**City of Cedar Falls, Iowa**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the Year Ended June 30, 2020**

Item 9.

	Business-type Activities - <u>Enterprise Funds</u> Sewer Fund
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Receipts from customers and users	\$ 6,835,957
Receipts from interfund services	--
Payments to suppliers	(1,416,388)
Payments to employees	(1,261,768)
Net cash provided by operating activities	<u>\$ 4,157,801</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>	
Transfers from other funds	\$ 936,404
Transfers to other funds	(121,143)
Net cash provided by (used for) noncapital financing activities	<u>\$ 815,261</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>	
Net acquisition of property and equipment	\$ (1,065,030)
Capital contributions	181,920
Principal paid on debt maturities	(1,063,000)
Payments on advance from other funds	(855,000)
Interest paid	(700,588)
Net cash (used for) capital and related financing activities	<u>\$ (3,501,698)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Interest received on investments	<u>\$ 224,707</u>
Net increase (decrease) in cash	\$ 1,696,071
<b>CASH BALANCES, Beginning</b>	<u>9,609,946</u>
<b>CASH BALANCES, Ending</b>	<u><u>\$ 11,306,017</u></u>
<b>Reconciliation of operating income to net cash provided by operating activities:</b>	
Operating income (loss)	\$ 2,397,809
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,796,044
(Increase) decrease in:	
Customer and other receivables	(62,280)
Inventories	52,090
Increase (decrease) in accounts payable, accrued and other liabilities	(98,921)
(Increase) decrease in deferred outflows of resources	24,851
Increase (decrease) in deferred inflows of resources	48,208
Net cash provided by operating activities	<u>\$ 4,157,801</u>

See notes to financial statements

Business-type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
Refuse Fund	Storm Water Fund	Total	
\$ 2,735,117	\$ 1,174,365	\$ 10,745,439	\$ --
--	--	--	7,435,751
(1,216,960)	(147,007)	(2,780,355)	(6,424,775)
(1,296,315)	(254,645)	(2,812,728)	(1,178,577)
<u>\$ 221,842</u>	<u>\$ 772,713</u>	<u>\$ 5,152,356</u>	<u>\$ (167,601)</u>
\$ 203,160	\$ 72,890	\$ 1,212,454	\$ 496,489
(249,669)	(1,253,388)	(1,624,200)	--
<u>\$ (46,509)</u>	<u>\$ (1,180,498)</u>	<u>\$ (411,746)</u>	<u>\$ 496,489</u>
\$ (595,955)	\$ (583,577)	\$ (2,244,562)	\$ (737,026)
--	208,932	390,852	--
--	(80,000)	(1,143,000)	--
--	--	(855,000)	--
--	(39,500)	(740,088)	--
<u>\$ (595,955)</u>	<u>\$ (494,145)</u>	<u>\$ (4,591,798)</u>	<u>\$ (737,026)</u>
\$ 119,677	\$ 73,979	\$ 418,363	\$ 353,034
\$ (300,945)	\$ (827,951)	\$ 567,175	\$ (55,104)
5,203,477	3,225,536	18,038,959	14,981,091
<u>\$ 4,902,532</u>	<u>\$ 2,397,585</u>	<u>\$ 18,606,134</u>	<u>\$ 14,925,987</u>
\$ (219,138)	\$ 85,217	\$ 2,263,888	\$ (755,383)
544,260	598,449	2,938,753	431,575
(12,576)	(5,362)	(80,218)	(48,918)
(5,961)	--	46,129	4,494
(146,087)	88,457	(156,551)	149,859
15,438	(1,397)	38,892	14,301
45,906	7,349	101,463	36,471
<u>\$ 221,842</u>	<u>\$ 772,713</u>	<u>\$ 5,152,356</u>	<u>\$ (167,601)</u>

**CITY OF CEDAR FALLS, IOWA  
NOTES TO FINANCIAL STATEMENTS  
INDEX**

**NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

- A. Reporting Entity
- B. Government-wide and Fund Financial Statements
- C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation
- D. Assets, Liabilities, Deferred Inflows of Resources, and Net position or Equity

**NOTE 2. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

- A. Budgetary Information
- B. Deficit Fund Balances

**NOTE 3. DETAIL NOTES ON ALL FUNDS**

- A. Deposits and Investments
- B. Receivable
- C. Capital Assets
- D. Lease
- E. Non-Current Liabilities
- F. Pension Plans
- G. Other Postemployment Benefits
- H. Interfund Balances
- I. Interfund Transactions

**NOTE 4. OTHER NOTES**

- A. Due To/From Component Unit
- B. Risk Management
- C. Commitments and Contingencies
- D. Urban Renewal Development Agreements
- E. Subsequent Event
- F. New Governmental Accounting Standards Board (GASB) Standards

**Note 1. Summary of Significant Accounting Policies**

**A. Reporting Entity**

The City of Cedar Falls is a municipal corporation governed by an elected mayor and seven-member council. As required by accounting principles generally accepted in the United States of America, these financial statements present the City and its component units, entities for which the City is considered to be financially accountable. The discretely presented component units are reported in a separate column in the combined financial statements to emphasize that they are legally separate from the City. The discretely presented electric, gas, water, and communications utilities each have a December 31 year end.

*Discretely Presented Component Units.* The electric, gas, water, and communications utilities serve all the citizens of the City and are governed by a five-member board appointed by the mayor of the City of Cedar Falls. The rates for user charges and bond issuance authorizations are approved by the City Council, and the legal liability for the general obligation portion of the Utilities' debt remains with the City.

Complete financial statements for the Utilities may be obtained at the administrative offices.

Cedar Falls Utilities  
Utility Parkway  
Cedar Falls, Iowa 50613

*Jointly Governed Organizations.* The City also participates in several jointly governed organizations for which the City is not financially accountable or that the nature and significance of the relationship with the City are such that exclusion does not cause the City's financial statements to be misleading or incomplete. City officials are members of the following boards and commissions: Black Hawk County Consolidated Public Safety Communications Center, Black Hawk County Solid Waste Management Commission, Black Hawk County Criminal Justice Information Systems and Metropolitan Transit Authority.

**B. Government-wide and Fund Financial Statements**

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The statement of net position presents the assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Net position are reported in three categories.

*Net investment in capital assets* consists of capital assets, net of accumulated depreciation and reduced by outstanding balances for bonds, notes, and other debt that are attributed to the acquisition, construction, or improvement of those assets.

*Restricted net position* result when constraints placed on net asset use are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

*Unrestricted net position* consist of net position that do not meet the definition of the preceding categories. Unrestricted net position often have constraints on resources that are imposed by management, but can be removed or modified.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual proprietary funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as other governmental funds.

### **C. Measurement Focus, Basis of Accounting, and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, or if the payments are from the City's component unit. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, franchise taxes, licenses, interest, fines and forfeitures, and special assessments are susceptible to accrual. Sales taxes collected and held by the state at year-end on behalf of the City are also recognized as revenue. Other receipts and taxes become measurable and available when cash is received by the City and are recognized as revenue at that time.

Entitlements and shared revenues are recorded at the time of receipt or earlier if the susceptible to accrual criteria are met. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred, all other grant requirements have been met, and the criteria for accrual has been met.

The City reports the following major governmental funds:

The *general fund* is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *hospital fund* accounts for the lease income derived from Sartori Memorial Hospital.

The *TIF fund* accounts for property taxes received through tax increment financing.

The *street construction fund* accounts for the road use tax revenues received to the City by the State of Iowa for the operation and maintenance of the City's streets.

The *street repair fund* accounts for local option sales tax received from the state to be used to repair streets.

The *debt service fund* accounts for the servicing of general long-term debt not being financed by proprietary funds.

The *capital improvements fund* accounts for the acquisition of capital assets or construction of major capital projects not being financed by proprietary funds.

The *bond fund* accounts for all bond proceeds not related to proprietary funds and all the related capital projects associated with the bond sales.

The City reports the following major proprietary funds:

The *sewer fund* accounts for the operations and maintenance of the City's sanitary sewer system.

The *refuse fund* accounts for the operations and maintenance of the City's garbage collection.

The *storm water fund* accounts for the operations and maintenance of the City's storm water system.

Additionally, the City reports the following fund type:

*Internal service funds* account for operations that provide services to other departments or agencies of the City, or to other governments, on a cost-reimbursement basis. These include data processing, vehicle maintenance, health insurance, health insurance severance, payroll, and risk management activities.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments between the government's refuse and sewer functions and various other functions of the government. Elimination of the charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the refuse fund, sewer fund, and the government's internal service funds are charges to customers for services. Operating expenses for enterprise funds and internal service funds include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first, then unrestricted resources as they are needed.



**D. Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources, and Net Position or Equity**

**1. Deposits and Investments**

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

State statutes authorize the City and the Utility to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high-rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district. Investments of the City and the Utility are reported at fair value. Due to legal and budgetary reasons, the General Fund is assigned a portion of the investment earnings associated with the other funds. These funds are Street Construction, Debt Service, and the Cemetery Perpetual Care Funds.

**2. Receivables and Payables**

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the non-current portion of interfund loans).

All trade and property tax receivables are shown net of an allowance for uncollectibles.

The County Treasurer bills and collects taxes for the City. Taxes for the year ended June 30, 2020, were certified with the County during the preceding fiscal year and were due in two equal installments by September 30, 2019 and March 31, 2020. Property tax receivable is recognized on the levy or lien date, which is the date the tax asking is certified by the City to the County Board of Supervisors. Any County collections on the 2019-2020 tax levy remitted to the City within sixty days subsequent to June 30, 2020, are recorded as property tax revenues. Taxes not collected and remitted to the City within sixty days subsequent to June 30, 2020, are delinquent and have been recorded as receivables and unavailable revenues.

By statute, the City is required to certify its budget in March of each year for the subsequent fiscal year. However, by statute, the tax asking and budget certification for the following fiscal year becomes effective on the first day of that year. Although the succeeding year property tax receivable has been recorded, the related revenue is reported as a deferred inflow and will not be recognized as revenue until the year for which it is levied.

**3. Inventories and Prepaid Items**

Inventories in the governmental fund types are valued at cost using the first-in/first-out method. The costs of governmental fund type inventories are recognized as expenditures when purchased. Inventories in the proprietary fund types are valued at the lower of first-in/first-out cost or market. The inventories for the component unit are valued at the weighted average cost.

The cost of proprietary fund type and component unit inventories are recognized as expense when consumed.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

**4. Restricted Assets**

Certain assets of the component units are restricted because of applicable bond provisions.

**5. Capital Assets**

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide statement of net position. Capital assets are defined by the government as equipment with initial, individual cost of \$5,000 or greater or a purchase of land, land improvements, building, or infrastructure with a value of \$5,000 or greater and an estimated useful life of greater than one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value. Acquisition value is the price that would have been paid to acquire a capital asset with equivalent service potential.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase of capital assets of business-type activities is included as part of the capitalized value of the assets constructed.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Computer Equipment	5 years	Streets	30 years
Equipment	10-30 years	Buildings	40-50 years
Office Equipment	10-30 years	Land Improvements	20-40 years
Vehicles	10-20 years	Storm Water	40 years
Parking Lots	15 years	Bridges	45 years
Furniture	20 years	Lift Stations	50 years
Large Vehicles	20-40 years	Sewer	50 years
Traffic Signals	20 years	Historic Buildings	100 years

**6. Deferred Outflows of Resources**

Deferred Outflows of Resources represent a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred outflows of resources consist of unrecognized items not yet charged to pension and OPEB expense and contributions from the employer after the measurement date but before the end of the employer's reporting period.

**7. Compensated Absences**

City employees accumulate vacation, sick leave, and comp-time hours for subsequent use or for payment upon termination, death, or retirement. Earned vacation pay and a maximum of one-half

of all unused sick leave may be paid upon termination of employment. The compensated absences liability attributable to the governmental activities will be paid primarily by the General Fund.

All severance is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental fund financial statements only for employees that have resigned or retired. The compensated absence liability has been computed based on rates of pay in effect on June 30, 2020.

**8. Long-term Obligations**

In the government-wide financial statements and proprietary fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight-line method. Bonds payable are reported net of the applicable bond premium or discount.

In the fund financial statements, governmental fund types recognize bond premium and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**9. Pensions**

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Iowa Public Employees' Retirement System and the Municipal Fire and Police Retirement System (Systems') and additions to/deductions from the Systems' fiduciary net position have been determined on the same basis as they are reported by the Systems'. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The net pension liability attributable to the governmental activities will be paid primarily by the General Fund.

**10. Total OPEB Liability**

For purposes of measuring the total OPEB liability, deferred outflows of resources related to OPEB and OPEB expense, information has been determined based on the City's actuary report. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms. The total OPEB liability attributable to the governmental activities will be paid primarily by the General Fund.

**11. Deferred Inflows of Resources**

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the

current year. Deferred inflows of resources in the governmental fund financial statements represent the amount of assets that have been recognized, but the related revenue has not been recognized since the assets are not collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year. Deferred inflows of resources consist of property tax receivable and other receivables not collected within sixty days after year end.

Deferred inflows of resources in the Statement of Net Position consist of succeeding year property tax and tax increment financing receivable that will not be recognized as revenue until the year for which they are levied, the unamortized portion of the net difference between projected and actual earnings on pension plan investments and other unrecognized items not yet charged to pension expense.

## **12. Fund Balance Policies**

The following classifications describe the relative strength of the spending constraints:

- Nonspendable fund balance – amounts that are not in spendable form (such as inventory) or are required to be maintained intact.
- Restricted fund balance – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- Committed fund balance – amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority (i.e., City Council by adoption of an ordinance prior to the end of the fiscal year). To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.
- Assigned fund balance – amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority. The City Council has by resolution authorized the Finance Manager to assign the fund balance.
- Unassigned fund balance – amounts not included in other spendable classifications reported. The City would typically use Restricted fund balances first, followed by Committed resources, and then Assigned resources, as appropriate opportunities arise, but reserves the right to selectively spend Unassigned resources first to defer the use of these other classified funds. The General Fund is the only fund that reports a positive unassigned fund balance amount.

As of June 30, 2020, fund balances are composed of the following:

<u>Fund Balance Classification</u>	<u>Purpose</u>	<u>Fund</u>	<u>Amount</u>
Nonspendable	Inventory	General	\$ 122,878
	Inventory	Street Construction	410,082
	Inventory	Non-major Governmental Funds	41,950
			<u>\$ 574,910</u>
Restricted	TIF Debt	TIF	\$ 66,630
	Street Construction	Street Construction	9,160,053
	Street Repair	Street Repair	16,389,862
	Debt Service	Debt Service	647,822
	Community Block Grant	Non-major Governmental Funds	110,667
	Housing Assistance	Non-major Governmental Funds	583,592
	Employee Retirement Systems	Non-major Governmental Funds	6,369,024
	Visitors & Tourism	Non-major Governmental Funds	897,407
	Cemetery Perpetual Care	Non-major Governmental Funds	451,308
		<u>\$ 34,676,365</u>	
Committed	Health Services	Hospital	\$ 18,501,400
	Parking	Non-major Governmental Funds	817,084
			<u>\$ 19,318,484</u>
Assigned	Cultural Services	General	\$ 147,173
	Recreational Services	General	2,855,470
	Capital Projects	Capital Improvements	24,031,089
	Capital Projects	Non-major Governmental Funds	10,189,691
			<u>\$ 37,223,423</u>

The City Council has adopted a minimum cash reserve policy. Those amounts are as follows:

General Fund: 15-25% of next year's expenditures and preferably at the 20-25% level

Refuse Fund: 20-30%, but no less than \$500,000.

Sewer Fund: 65-75%, but no less than \$1,500,000.

Street Fund: 20-30%, but no less than \$1,000,000.

Storm Water Fund: 10-20%, but no less than \$200,000

### 13. Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

## Note 2. Stewardship, Compliance, and Accountability

### A. Budgetary information

The City prepares and adopts an annual budget on a function basis for the City as a whole, rather than at the fund level, as prescribed by Iowa statutes. The state of Iowa mandates that annual budgets for the fiscal year beginning July 1 be certified to the County Auditor no later than March 15 preceding the beginning of the fiscal year. The review and adoption of the budget for the City is in accordance with state laws and City budget procedures as stated in City Code, recodified November 1971, and amended by ordinance adoption thereafter. Budget proposals for all operating department requests are conducted by the Department of Finance and Business Operations who prepares, for the Mayor's consideration, a preliminary budget by January 1 of each year for the coming fiscal year. The budget proposal presented to the City Council by the Mayor, City Administrator, and Director of Finance and Business Operations is a complete financial plan for the upcoming fiscal year. The proposal is submitted on or before the first Monday of February. The City Council holds various budget meetings with the Mayor, City Administrator, department heads, and boards and commissions, as well as holding public hearings prior to adopting the budget. The Council adopts the budget by resolution and certifies it to the County Auditor by the 31<sup>st</sup> of March preceding the beginning of the fiscal year. This budget becomes the appropriation for operations of the City.

The adopted budget presents expenditures in nine functions- Public Safety, Public Works, Health and Social Services, Culture and Recreation, Community and Economic Development, General Government, Debt Service, Capital Projects, and Business-type Activities. The legal level of control (the level on which expenditures may not legally exceed appropriations) is the function level. Appropriations as adopted lapse at the end of the fiscal year.

Amendments to the City budget are considered annually as funding sources are available. Management is not authorized to amend the budget or to make budgetary transfers between functions without the approval of the City Council. An additional levy of property taxes is not allowed by state law. The City budget for the current year may be amended for any of the following purposes:

- To permit the appropriation and expenditure of unexpended, unencumbered fund balances on hand at the end of the preceding fiscal year.
- To permit the appropriation and expenditure of amounts anticipated being available from sources other than property taxation.
- To permit transfers between funds as prescribed by state law.
- To permit transfers between functions.

The Council adopts the amended budget by resolution and certifies it to the County Auditor by May 31 of the budget year. The amended budget becomes the appropriation for operations of the City. The City Council adopted one budget amendment resolution during the year ended June 30, 2020.

Due to the emphasis placed on monitoring budgets, as a result of limited resources to provide City services, major classifications such as personal services, capital outlays, contractual services, and commodities are monitored throughout the year by the Department of Finance and Business Operations.

Monthly reports are prepared by department and activity. Any major deviations must be approved by the Department of Finance and Business Operations and the Mayor. While the legal level of control is the program level of expenditure, departments are responsible for not expending more than the amount of the appropriation for each activity within their area of responsibility, unless approved by the Department of Finance and Business Operations and the Mayor.

The City budgets all receipts, disbursements, and interfund and intrafund transfers on the cash basis plus recorded accounts payable. The budget amounts included in this report are the final cash basis budget for the year for all funds excluding the trust and agency funds, which are not budgeted for by the City. Budgeted interfund transfers and intrafund transfers have been eliminated in the following statement of program disbursements - budget and actual.

Individual fund budgets are, in all cases where appropriations are required, the same as the appropriation amounts. In the case of the General Fund and most of the special revenue funds, unexpended budgeted amounts lapse at the end of the budget year.

**B. Deficit Fund Balances**

The Bond Fund, a major fund, had a deficit fund balance as of June 30, 2020 in the amount of \$15,155,841. The Sidewalk Assessment Fund, a non-major capital projects fund, had a deficit fund balance of \$23,383 as of June 30, 2020. These balances are expected to be recovered through future bond proceeds, and assessments.

**Note 3. Detailed Notes On All Funds**

**A. Deposits and Investments**

The City's deposits in banks and credit unions at June 30, 2020 were entirely covered by federal depository insurance, collateralized with securities or letters of credit held by the City or the City's agent in the City's name or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

The City is authorized by statute to invest public funds in obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City has no investments meeting the disclosure requirements of Governmental Accounting Standards Board Statement No. 72.

Cash balances as of June 30, 2020, consist of the following:

Cash – unrestricted	<u>\$ 107,873,255</u>
---------------------	-----------------------

A reconciliation of cash as shown on the combined balance sheet for the primary government follows:

Carrying amount of deposits	<u>\$ 107,873,255</u>
Cash – Governmental Activities	\$ 89,267,121
Cash – Business-type Activities	<u>18,606,134</u>
Total	<u>\$ 107,873,255</u>

*Interest Rate Risk:* The City's investment policy limits the investments of operating funds (funds expected to be expended in the current budget year or within fifteen months of receipt) in instruments that mature within 397 days. Funds not identified as operating funds may be invested in instruments with maturities longer than 397 days, but the maturities shall be consistent with the needs and use of the City.

*Credit Risk:* The City's investment policy limits investments in commercial paper and other corporate debt to the top two highest classifications. The City did not invest in any commercial paper or other corporate debt during the year.

*Concentration of credit risk:* The City's investment policy does not allow for a prime bankers' acceptance or commercial paper and other corporate debt balances to be greater than ten percent of its total deposits and investments. The policy also limits the amount that can be invested in a single issue to five percent of its total deposits and investments. The City held no such investments during the year.

*Custodial credit risk – deposits:* In the case of deposits, this is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The City's deposits are entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.

*Custodial credit risk – investments:* For an investment, this is the risk that, in the event of the failure of the counterparty, the government will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The City did not hold any investments during the year.

The component units' deposits were entirely covered by Federal depository insurance, collateralized with securities or letters of credit held by the entity or its agent in the entity's name, or by a multiple financial institution collateral pool in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to insure there will be no loss of public funds.



Cash balances as of December 31, 2019, consist of the following:

	<u>Electric Utility</u>	<u>Gas Utility</u>	<u>Water Utility</u>	<u>Communications Utility</u>
Cash – unrestricted	\$ 26,326,211	\$ 9,755,903	\$ 5,785,348	\$ 10,270,184
Cash – restricted	2,534,229	396,371	276,076	494,783
	<u>\$ 28,860,440</u>	<u>\$ 10,152,274</u>	<u>\$ 6,061,424</u>	<u>\$ 10,764,967</u>

A reconciliation of cash and investments as shown on the statement of net position for the component units follows:

	<u>Electric Utility</u>	<u>Gas Utility</u>	<u>Water Utility</u>	<u>Communications Utility</u>
Carrying amount of deposits	\$ 28,860,440	\$ 10,152,274	\$ 6,061,424	\$ 10,764,967
Carrying amount of certificates	13,980,400	2,880,000	--	612,000
Total	<u>\$ 42,840,840</u>	<u>\$ 13,032,274</u>	<u>\$ 6,061,424</u>	<u>\$ 11,376,967</u>
Cash	\$ 26,326,211	\$ 9,755,903	\$ 5,785,348	\$ 10,270,184
Cash - Restricted	2,534,229	396,371	276,076	494,783
Investments:				
Certificates of deposit	11,252,000	2,880,000	--	612,000
Certificates of deposit - restricted	2,728,400	--	--	--
Total	<u>\$ 42,840,840</u>	<u>\$ 13,032,274</u>	<u>\$ 6,061,424</u>	<u>\$ 11,376,967</u>

## B. Receivable

On June 30, 2020, the City has recorded a \$4,427,760 receivable for library, recreation, and cultural contributions held by the Cedar Falls Community Foundation. The funds will be used to support library services, recreation services, and the cultural center, therefore is reported as an asset to the General Fund.

**C. Capital Assets**

Capital asset activity for the year ended June 30, 2020 was as follows:

Primary Government

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Governmental activities:</b>				
Capital assets, not being depreciated:				
Land	\$ 43,116,319	\$ --	\$ --	\$ 43,116,319
Construction in progress	60,284,297	12,945,597	54,053,237	19,176,657
Total capital assets, not being depreciated	<u>\$ 103,400,616</u>	<u>\$ 12,945,597</u>	<u>\$ 54,053,237</u>	<u>\$ 62,292,976</u>
Capital assets, being depreciated:				
Buildings	\$ 27,069,632	\$ 9,591,175	\$ --	\$ 36,660,807
Land Improvements	13,450,424	7,181,857	--	20,632,281
Machinery and equipment	19,980,867	1,683,410	97,602	21,566,675
Infrastructure	207,032,886	41,210,925	--	248,243,811
Total capital assets, being depreciated	<u>\$ 267,533,809</u>	<u>\$ 59,667,367</u>	<u>\$ 97,602</u>	<u>\$ 327,103,574</u>
Less accumulated depreciation for:				
Buildings	\$ 12,342,560	\$ 885,200	\$ --	\$ 13,227,760
Land Improvements	7,810,153	563,744	--	8,373,897
Machinery and equipment	13,280,010	1,043,068	90,406	14,232,672
Infrastructure	109,129,876	6,787,293	--	115,917,169
Total accumulated depreciation	<u>\$ 142,562,599</u>	<u>\$ 9,279,305</u>	<u>\$ 90,406</u>	<u>\$ 151,751,498</u>
Total capital assets, being depreciated, net	<u>\$ 124,971,210</u>	<u>\$ 50,388,062</u>	<u>\$ 7,196</u>	<u>\$ 175,352,076</u>
Governmental activities capital assets, net	<u>\$ 228,371,826</u>	<u>\$ 63,333,659</u>	<u>\$ 54,060,433</u>	<u>\$ 237,645,052</u>

	Beginning Balance	Increases	Decreases	Ending Balance
<b>Business-type activities:</b>				
Capital assets, not being depreciated:				
Land	\$ 1,612,581	\$ --	\$ --	\$ 1,612,581
Construction in progress	9,439,547	716,697	9,455,337	700,907
Total capital assets, not being depreciated	<u>\$ 11,052,128</u>	<u>\$ 716,697</u>	<u>\$ 9,455,337</u>	<u>\$ 2,313,488</u>
Capital assets, being depreciated:				
Buildings	\$ 56,337,385	\$ --	\$ --	\$ 56,337,385
Machinery and equipment	9,161,776	1,083,061	4,900	10,239,937
Infrastructure	55,459,248	9,900,141	--	65,359,389
Total capital assets, being depreciated	<u>\$ 120,958,409</u>	<u>\$ 10,983,202</u>	<u>\$ 4,900</u>	<u>\$ 131,936,711</u>
Less accumulated depreciation for:				
Buildings	\$ 12,305,246	\$ 1,191,876	\$ --	\$ 13,497,122
Machinery and equipment	4,511,980	395,049	1,552	4,905,477
Infrastructure	21,431,190	1,351,828	--	22,783,018
Total accumulated depreciation	<u>\$ 38,248,416</u>	<u>\$ 2,938,753</u>	<u>\$ 1,552</u>	<u>\$ 41,185,617</u>
Total capital assets, being depreciated, net	<u>\$ 82,709,993</u>	<u>\$ 8,044,449</u>	<u>\$ 3,348</u>	<u>\$ 90,751,094</u>
Business-type activities capital assets, net	<u>\$ 93,762,121</u>	<u>\$ 8,761,146</u>	<u>\$ 9,458,685</u>	<u>\$ 93,064,582</u>

Depreciation expense was charged to functions/programs of the primary government as follows:

Public safety	\$ 346,738
Public works	6,899,533
Health and social services	148,978
Culture and recreation	1,214,589
Community and economic development	62,729
General government	175,163
Capital assets held by government's internal service funds are charged to the various functions based on their usage of the assets	431,575
Total depreciation expense - governmental activities	<u>\$ 9,279,305</u>

Business-type activities

Sewer	\$ 1,796,044
Refuse	544,260
Storm Water	598,449
Total depreciation expense - business-type activities	<u>\$ 2,938,753</u>

Construction Commitments

The City has active construction projects as of June 30, 2020. At year-end the City's commitments with contractors are as follows:

	Project Authorization	Expended to Date	Remaining Commitment
Bridge Inspections	\$ 92,709	\$ 48,355	\$ 44,354
2020 Reconstruction	3,385,340	1,316,427	2,068,913
12 <sup>th</sup> St. Reconstruction	1,031,393	414,304	617,089
Ridgeway Ave. Reconstruction	2,150,589	2,037,978	112,611
Union Road Reconstruction	516,803	19,777	497,026
Center St. Streetscape	226,283	225,789	494
2 <sup>nd</sup> St. Reconstruction	161,200	123,979	37,221
Viking Road Extension	222,050	159,867	62,183
West Viking Road Reconstruction	253,100	96,336	156,764
Streetscape Maintenance	2,507,406	1,272,011	1,235,395
Peter Melendy Park	247,076	244,767	2,309
Downtown Levee Improvements	394,986	389,757	5,229
Dam Safety Improvements	245,560	194,562	50,998
Clay St. Park Water Quality	24,157	24,143	14
Greenhill Rd. Lighting	7,000	2,883	4,117
Union Rd. Trail	56,250	55,955	295
Greenhill Rd. & Main	391,700	102,941	288,759
Slope Repair	50,000	26,118	23,882
Public Safety Building	8,194,471	8,185,331	9,140
2020 Permeable Alley	208,077	20,418	187,659
Oak Park San Sewer Replace	113,000	74,320	38,680
Nutrient Reduction Plan	129,780	129,176	604
Black Hawk SubWatershed	53,611	23,823	29,788
Ace Place Watershed	36,655	34,795	1,860
Walnut Street Box Culvert	788,375	746,247	42,128
Olive St. Box Culvert	197,500	58,249	139,251
W. 27 <sup>th</sup> St. Corridor Study	39,300	39,064	236
University Ave. Traffic Count	14,000	9,494	4,506
General Engineering	300,000	294,264	5,736
Rec Center Locker Rooms	229,800	101,591	128,209
CDBG Sidewalk Infill	69,608	--	69,608
	<u>\$ 22,337,779</u>	<u>\$ 16,472,721</u>	<u>\$ 5,865,058</u>

Discretely Presented Component Units

Activity for the Electric Utility for the year ended December 31, 2019, was as follows:

	Beginning Balance as Restated	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 1,878,807	\$ 255,094	599	\$ 2,133,302
Construction in progress	2,218,428	8,927,557	8,915,166	2,230,819
Total capital assets, not being depreciated	<u>\$ 4,097,235</u>	<u>\$ 9,182,651</u>	<u>\$ 8,915,765</u>	<u>\$ 4,364,121</u>
Capital assets, being depreciated:				
Buildings	\$ 38,631,547	\$ 2,706,300	\$ 82,601	\$ 41,255,246
Machinery and equipment	18,954,863	2,201,208	357,914	20,798,157
Infrastructure	197,810,817	3,711,033	1,083,598	200,438,252
Total capital assets, being depreciated	<u>\$ 255,397,227</u>	<u>\$ 8,618,541</u>	<u>\$ 1,524,113</u>	<u>\$ 262,491,655</u>
Less accumulated depreciation for:				
Buildings	\$ 13,037,672	\$ 919,566	\$ 130,682	\$ 13,826,556
Machinery and equipment	8,930,204	1,399,461	358,035	9,971,630
Infrastructure	70,784,207	5,641,488	1,150,323	75,275,372
	<u>\$ 92,752,083</u>	<u>\$ 7,960,515</u>	<u>\$ 1,639,040</u>	<u>\$ 99,073,558</u>
Total capital assets, being depreciated, net	<u>\$ 162,645,144</u>	<u>\$ 658,026</u>	<u>\$ (114,927) *</u>	<u>\$ 163,418,097</u>
Electric Utility capital assets, net	<u>\$ 166,742,379</u>	<u>\$ 9,840,677</u>	<u>\$ 8,800,838</u>	<u>\$ 167,782,218</u>

\*Cedar Falls Utilities uses FERC utility accounting which allows for depreciation calculated using the composite straight-line method. Under this method it is common for accumulated depreciation deletions to exceed the cost removed.

Activity for the Gas Utility for the year ended December 31, 2019 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 25,617	\$ --	\$ --	\$ 25,617
Construction in progress	271,369	1,300,946	1,447,874	124,441
Total capital assets, not being depreciated	<u>\$ 296,986</u>	<u>\$ 1,300,946</u>	<u>\$ 1,447,874</u>	<u>\$ 150,058</u>
Capital assets, being depreciated:				
Buildings	\$ 3,815,824	\$ 333,678	\$ 14,420	\$ 4,135,082
Machinery and equipment	454,740	51,764	5,976	500,528
Infrastructure	23,483,844	1,086,392	156,633	24,413,603
Total capital assets, being depreciated	<u>\$ 27,754,408</u>	<u>\$ 1,471,834</u>	<u>\$ 177,029</u>	<u>\$ 29,049,213</u>
Less accumulated depreciation				
Buildings	\$ 683,553	\$ 92,587	\$ 14,420	\$ 761,720
Machinery and equipment	211,750	56,560	5,976	262,334
Infrastructure	12,848,762	658,323	167,791	13,339,294
	<u>\$ 13,744,065</u>	<u>\$ 807,470</u>	<u>\$ 188,187</u>	<u>\$ 14,363,348</u>
Total capital assets, being depreciated, net	<u>\$ 14,010,343</u>	<u>\$ 664,364</u>	<u>\$ (11,158) *</u>	<u>\$ 14,685,865</u>
Gas Utility capital assets, net	<u>\$ 14,307,329</u>	<u>\$ 1,965,310</u>	<u>\$ 1,436,716</u>	<u>\$ 14,835,923</u>

\*Cedar Falls Utilities uses FERC utility accounting which allows for depreciation calculated using the composite straight-line method. Under this method it is common for accumulated depreciation deletions to exceed the cost removed.

Activity for the Water Utility for the year ended December 31, 2019 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 63,466	\$ --	\$ --	\$ 63,466
Construction in progress	1,344,162	2,627,743	3,934,662	37,243
Total capital assets, not being depreciated	<u>\$ 1,407,628</u>	<u>\$ 2,627,743</u>	<u>\$ 3,934,662</u>	<u>\$ 100,709</u>
Capital assets, being depreciated:				
Buildings	\$ 2,417,547	\$ 216,866	\$ 6,668	\$ 2,627,745
Machinery and equipment	1,271,024	119,578	34,640	1,355,962
Infrastructure	38,154,117	3,615,789	138,696	41,631,210
Total capital assets, being depreciated	<u>\$ 41,842,688</u>	<u>\$ 3,952,233</u>	<u>\$ 180,004</u>	<u>\$ 45,614,917</u>
Less accumulated depreciation				
Buildings	\$ 552,624	\$ 54,307	\$ 6,668	\$ 600,263
Machinery and equipment	610,032	40,126	34,640	615,518
Infrastructure	11,287,550	730,547	140,751	11,877,346
Total accumulated depreciation	<u>\$ 12,450,206</u>	<u>\$ 824,980</u>	<u>\$ 182,059</u>	<u>\$ 13,093,127</u>
Total capital assets, being depreciated, net	<u>\$ 29,392,482</u>	<u>\$ 3,127,253</u>	<u>\$ (2,055) *</u>	<u>\$ 32,521,790</u>
Water Utility capital assets, net	<u>\$ 30,800,110</u>	<u>\$ 5,754,996</u>	<u>\$ 3,932,607</u>	<u>\$ 32,622,499</u>

\*Cedar Falls Utilities uses FERC utility accounting which allows for depreciation calculated using the composite straight-line method. Under this method it is common for accumulated depreciation deletions to exceed the cost removed.

Activity for the Communications Utility for the year ended December 31, 2019 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, not being depreciated:				
Land	\$ 2,177	\$ --	\$ --	\$ 2,177
Construction in progress	258,777	2,767,128	2,748,144	277,761
Total capital assets, not being depreciated	<u>\$ 260,954</u>	<u>\$ 2,767,128</u>	<u>\$ 2,748,144</u>	<u>\$ 279,938</u>
Capital assets, being depreciated:				
Machinery and equipment	\$ 22,420,300	\$ 2,072,689	\$ 1,933,864	\$ 22,559,125
Infrastructure	19,350,536	675,455	61,990	19,964,001
Total capital assets, being depreciated	<u>\$ 41,770,836</u>	<u>\$ 2,748,144</u>	<u>\$ 1,995,854</u>	<u>\$ 42,523,126</u>
Less accumulated depreciation				
Machinery and equipment	\$ 11,995,365	\$ 2,839,830	\$ 1,933,864	\$ 12,901,331
Infrastructure	4,081,502	727,391	62,118	4,746,775
Total accumulated depreciation	<u>\$ 16,076,867</u>	<u>\$ 3,567,221</u>	<u>\$ 1,995,982</u>	<u>\$ 17,648,106</u>
Total capital assets, being depreciated, net	<u>\$ 25,693,969</u>	<u>\$ (819,077)</u>	<u>\$ (128) *</u>	<u>\$ 24,875,020</u>
Communications Utility capital assets, net	<u>\$ 25,954,923</u>	<u>\$ 1,948,051</u>	<u>\$ 2,748,016</u>	<u>\$ 25,154,958</u>

\*Cedar Falls Utilities uses FERC utility accounting which allows for depreciation calculated using the composite straight-line method. Under this method it is common for accumulated depreciation deletions to exceed the cost removed.

#### D. Lease

##### Sartori Memorial Hospital

On January 1, 1997, the operations of Sartori Memorial Hospital (Hospital) were sold to Covenant Health Systems, Inc. As part of this sale, the City entered into a lease agreement with Sartori Memorial Hospital, Inc. (SMH), whereas the City will lease to SMH the land and buildings owned by the City and used in the Hospital's operations. The initial term of the lease shall be for a period of 25 years, with variable lease payments each year. The lease may be extended for up to three additional terms, with each additional term being for a period of five years. At the termination of this lease, Covenant Health Systems, Inc. will also pay to the City an amount of \$660,378, which represents the liability arising from accrued vacation of Hospital personnel as of December 31, 1996. The present value of this liability as of June 30, 2020, is recorded as a receivable and deferred inflow of resources in the Hospital Fund in the amount of \$639,604.



The lease for the Hospital is being treated as an operating lease by the City. The future minimum lease payments for this lease are as follows:

<u>Year Ending</u> <u>June 30,</u>	<u>Hospital</u>
2021	\$ 31,796
Total	<u>\$ 31,796</u>

The capital asset being leased through the operating lease is as follows:

	<u>Governmental Activities</u>
	<u>Hospital</u>
Land	\$ 151,494
Building	5,873,537
Less:	
Accumulated depreciation	<u>(3,238,634)</u>
Total	<u>\$ 2,786,397</u>

**E. Non-Current Liabilities**

Following is a summary of the City's changes in long-term liabilities for the year-ended June 30, 2020, and the total liability of the City as of that date as reported on the government-wide statement of net position:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
<b>Governmental Activities:</b>					
<b>Capital Loan Notes:</b>					
Series 2009	1,080,000	--	1,080,000	--	--
Series 2016	1,925,000	--	260,000	1,665,000	265,000
Series 2018	2,660,000	--	240,000	2,420,000	255,000
Total notes	<u>\$ 5,665,000</u>	<u>\$ --</u>	<u>\$ 1,580,000</u>	<u>\$ 4,085,000</u>	<u>\$ 520,000</u>
Less: Unamortized discount	9,232	--	9,232	--	--
Add: Unamortized premium	335,100	--	39,476	295,624	--
Total long-term debt	<u>\$ 5,990,868</u>	<u>\$ --</u>	<u>\$ 1,610,244</u>	<u>\$ 4,380,624</u>	<u>\$ 520,000</u>
Compensated absences	2,757,045	161,375	187,189	2,731,231	1,201,586
Total non-current liabilities	<u><u>\$ 8,747,913</u></u>	<u><u>\$ 161,375</u></u>	<u><u>\$ 1,797,433</u></u>	<u><u>\$ 7,111,855</u></u>	<u><u>\$ 1,721,586</u></u>
	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
<b>Business-Type Activities:</b>					
<b>Capital Loan Notes:</b>					
Series 2016	5,555,000	--	570,000	4,985,000	580,000
Series 2018-Strm Wtr	855,000	--	80,000	775,000	80,000
Series 2018-Sewer	2,010,000	--	185,000	1,825,000	195,000
Total notes	<u>\$ 8,420,000</u>	<u>\$ --</u>	<u>\$ 835,000</u>	<u>\$ 7,585,000</u>	<u>\$ 855,000</u>
State Revolving Loan	5,346,000	--	308,000	5,038,000	318,000
Add: Unamortized premium	464,201	--	51,578	412,623	--
Total long-term debt	<u>\$ 14,230,201</u>	<u>\$ --</u>	<u>\$ 1,194,578</u>	<u>\$ 13,035,623</u>	<u>\$ 1,173,000</u>
Compensated absences	487,901	--	72,684	415,217	171,000
Total non-current liabilities	<u><u>\$ 14,718,102</u></u>	<u><u>\$ --</u></u>	<u><u>\$ 1,267,262</u></u>	<u><u>\$ 13,450,840</u></u>	<u><u>\$ 1,344,000</u></u>

**General Obligation Bonds/Notes**

Three issues of unmatured general obligation bonds/notes totaling \$12,378,247, net unamortized premium of \$708,247 are outstanding as of June 30, 2020. These notes bear interest at rates of 2.00% to 5.00%; mature in varying annual amounts through June 30, 2028; and were originally issued for \$15,595,000.

Details of general obligation bonds/notes payable at June 30, 2020 are as follows:

	Date of Issue	Interest Rates	Final Due Date	Annual Payments	Amount Originally Issued	Outstanding 30-Jun-20
Governmental Activities:						
General Obligation						
Capital Loan Notes	7/19/2016	2.00%	6/1/2026	245,000-440,000	2,865,000	1,665,000
General Obligation						
Capital Loan Notes	7/19/2018	4.00-5.00%	6/1/2028	200,000-350,000	2,860,000	2,420,000
Total Governmental Activities						<u>\$4,085,000</u>
Business Activities:						
General Obligation						
Capital Loan Notes	7/19/2016	2.00%	6/1/2028	125,000-670,000	6,790,000	4,985,000
General Obligation						
Capital Loan Notes-Sewer	7/19/2018	4.00-5.00%	6/1/2028	150,000-260,000	2,160,000	1,825,000
General Obligation						
Capital Loan Notes-Strm. Wtr	7/19/2018	4.00-5.00%	6/1/2028	65,000-110,000	920,000	775,000
Total Business Activities						<u>\$7,585,000</u>

Annual debt service requirements to maturing for general obligation bonds/notes are as follows:

Year Ending June 30,	Governmental Activities		Business-type Activities	
	Principal	Interest	Principal	Interest
2021	\$ 520,000	\$ 144,150	\$ 855,000	\$ 218,850
2022	535,000	126,100	875,000	193,500
2023	555,000	107,450	900,000	167,450
2024	575,000	87,950	935,000	140,450
2025	595,000	67,600	965,000	212,150
2026-2030	1,305,000	88,000	3,055,000	166,900
Total	<u>\$ 4,085,000</u>	<u>\$ 621,250</u>	<u>\$ 7,585,000</u>	<u>\$ 1,099,300</u>

### State Revolving Loan

In July 2011, the City entered into a loan and disbursement agreement with the Iowa Finance Authority for the issuance of sewer revenue capital loan notes under the State Revolving Fund Program. These notes financed the major renovation project at the City's water treatment facility related to disinfection compliance. As of June 30, 2020, \$5,038,000 is outstanding. Annual debt service requirements to maturity for this loan are as follows:

Year Ending June 30,	Business-type Activities	
	Principal	Interest
2021	\$ 318,000	\$ 163,735
2022	328,000	153,400
2023	339,000	142,740
2024	350,000	131,723
2025	361,000	120,348
2026-2030	1,988,000	417,918
2031-2035	1,354,000	88,953
Total	<u>\$ 5,038,000</u>	<u>\$ 1,218,817</u>

In fiscal year ended June 30, 2020, the Sewer Fund had net revenue of \$4,400,080 and the amount of principal and interest due was \$481,745

### Debt Limitation

As of June 30, 2020, the outstanding general obligation debt of the City did not exceed its legal debt margin computed as follows:

Estimated actual valuation of taxable property within the City	<u>\$ 3,267,786,354</u>
Debt limit - 5% of total actual valuation	\$ 163,389,318
Debt applicable to debt limit:	
General obligation bonds/Capital loan notes	<u>11,670,000</u>
Legal debt margin	<u>\$ 151,719,318</u>

All tax-exempt debt issued by the City is subject to IRS arbitrage rebate unless the City meets the \$5 million small issuers exemption in a given year. As of June 30, 2020, the City had no arbitrage liability.

### Non-Current Liabilities – Electric Utility

Non-Current liability activity for the year ended December 31, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due Within One Year
Capital Loan Notes:					
Series 2015	\$ 19,635,000	\$ --	\$ 2,490,000	\$ 17,145,000	\$ 2,625,000
Unamortized premium	2,324,712	--	294,807	2,029,905	--
Unamortized discount	(23,767)	--	(3,014)	(20,753)	--
Current installments of long-term debt	(2,490,000)	--	135,000	(2,625,000)	--
Long-term debt	<u>\$ 19,445,945</u>	<u>\$ --</u>	<u>\$ 2,916,793</u>	<u>\$ 16,529,152</u>	<u>\$ 2,625,000</u>
Customer advances for construction	276,800	37,400	107,400	206,800	--
Landfill closure	1,907,956	1,144,289	185,315	2,866,930	--
Other liabilities	1,670,454	49,644	190,217	1,529,881	--
Net pension liability	5,596,666	2,960,552	3,410,526	5,146,692	--
Accrued severance and OPEB	1,695,950	97,343	97,824	1,695,469	--
Noncurrent liabilities	<u>11,147,826</u>	<u>4,289,228</u>	<u>3,991,282</u>	<u>11,445,772</u>	<u>--</u>
Total	<u>\$ 30,593,771</u>	<u>\$ 4,289,228</u>	<u>\$ 6,908,075</u>	<u>\$ 27,974,924</u>	<u>\$ 2,625,000</u>

### Capital Loan Notes – Electric Utility

The 2015 revenue capital loan notes require annual principal payments, due December 1, and semiannual interest payments, due June 1 and December 1. Interest rates are in a range between 2.50% and 5.00%. The capital loan notes are secured by the future net revenues of the Utility.

Component Unit - Capital Loan Notes				
<u>Year</u>		<u>Principal</u>		<u>Interest</u>
2020	\$	2,625,000	\$	724,875
2021		2,760,000		593,625
2022		2,895,000		455,625
2023		3,045,000		310,875
2024		3,195,000		158,625
2025 - 2026		2,625,000		118,800
	\$	17,145,000	\$	2,362,425

### Non-Current Liabilities – Gas Utility

Non-Current liability activity for the year ended December 31, 2019 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>
Customer advances for construction	\$ 149,584	\$ 10,520	\$ 35,600	\$ 124,504
Other liabilities	169,026	--	125,313	43,713
Net pension liability	1,797,303	243,448	356,912	1,683,839
Accrued severance and OPEB	333,630	15,374	12,970	336,034
Total non-current liabilities	<u>\$ 2,449,543</u>	<u>\$ 269,342</u>	<u>\$ 530,795</u>	<u>\$ 2,188,090</u>

**Non-Current Liabilities – Water Utility**

Non-Current liability activity for the year ended December 31, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Accounts payable - long term	\$ --	\$ 226,110	\$ --	\$ 226,110
Net pension liability	1,214,860	194,232	246,440	1,162,652
Accrued severance and OPEB	250,223	11,161	9,358	252,026
Total non-current liabilities	<u>\$ 1,465,083</u>	<u>\$ 431,503</u>	<u>\$ 255,798</u>	<u>\$ 1,640,788</u>

**Non-Current Liabilities – Communications Utility**

Non-Current liability activity for the year ended December 31, 2019 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Customer advances for construction	\$ 800	\$ --	\$ 800	\$ --
Net pension liability	2,586,906	353,996	514,341	2,426,561
Accrued severance and OPEB	500,445	35,320	19,011	516,754
Total non-current liabilities	<u>\$ 3,088,151</u>	<u>\$ 389,316</u>	<u>\$ 534,152</u>	<u>\$ 2,943,315</u>

**F. Pension Plans**

The primary government participates in two public pension systems, Iowa Public Employees Retirement System (IPERS) and Municipal Fire and Police Retirement System of Iowa (MFPRSI). The aggregate amount of recognized pension expense for the period associated with the net pension liability for all plans is \$3,929,444 for the primary government. Other aggregate amounts related to pension are separately displayed in the financial systems.

## IPERS

Plan Description. IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at 7401 Register Drive, PO Box 9117, Des Moines, Iowa 50306-9117 or at [www.ipers.org](http://www.ipers.org).

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, anytime after reaching age 62 with 20 or more years of covered employment, or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. (These qualifications must be met on the member's first month of entitlement to benefits.) Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary. (For members with service before June 30, 2012, the highest three-year average salary as of that date will be used if it is greater than the highest five-year average salary.)

Protection occupation members may retire at normal retirement age which is generally at age 55. The formula used to calculate a protection occupation members' monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for years of service greater than 22 but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25 percent for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50 percent for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits – A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's



beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions – The Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2020, pursuant to the required rate, Regular members contributed 6.29 percent of pay and the City contributed 9.44 percent for a total rate of 15.73 percent. Protective occupation members contributed 6.61 percent of pay and the City contributed 9.91 percent for a total rate of 16.52 percent.

The City's total contributions to IPERS for the year ended June 30, 2020 were \$988,265.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the City reported a liability of \$7,416,373 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all IPERS participating employers. At June 30, 2019, the City's collective proportion was .1280748 percent which was an increase of 0.0021071 percent from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expense of \$1,222,706. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 20,570	\$ 266,662
Changes of assumptions	794,511	4
Net difference between projected and actual earnings on pension plan investments	--	835,891
Changes in proportion and differences between City contributions and proportionate share of contributions	66,473	146,180
City contributions subsequent to the measurement date	988,265	--
Total	<u>\$ 1,869,819</u>	<u>\$ 1,248,737</u>

\$988,265 reported as deferred outflows of resources related to pensions resulting from the City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Total
2021	\$ 86,670
2022	(209,005)
2023	(117,785)
2024	(118,257)
2025	(8,806)
	<u>\$ (367,183)</u>

There were no non-employer contributing entities at IPERS.

Actuarial Assumptions – The total pension liability in the June 30, 2019 actuarial valuation determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of Inflation (effective June 30, 2017)	2.60 percent per annum
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25 percent, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00 percent, compounded annually, net of investment expense, including inflation
Wage growth (effective June 30, 2017)	3.25 percent per annum based on 2.60% inflation and 0.65% real wage inflation.

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of actuarial experience study dated March 24, 2017 and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2019 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables, with MP-2017 generational adjustments.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

<u>Asset Class</u>	<u>Asset Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Domestic equity	22.0 %	5.60 %
International equity	15.0	6.08
Global smart beta equity	3.0	5.82
Core plus fixed income	27.0	1.71
Public credit	3.5	3.32
Public real assets	7.0	2.81
Cash	1.0	(0.21)
Private equity	11.0	10.13
Private real assets	7.5	4.76
Private credit	3.0	3.01
Total	<u>100.0 %</u>	

Discount Rate – The discount rate used to measure the total pension liability was 7.0 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the contractually required rate and that contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, the pension plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension

plan investments was applied to all periods of projected benefit payments to determine the pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.0 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.0 percent) or 1-percentage-point higher (8.0 percent) than the current rate.

	1% Decrease (6.0%)	Discount Rate (7.0%)	1% Increase (8.0%)
City's proportionate share of the net pension liability:	\$ 13,170,058	\$ 7,416,373	\$ 2,590,246

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS'website at [www.ipers.org](http://www.ipers.org).

Payables to the Pension Plan – At June 30, 2020, the City reported no payables to the defined benefit pension plan for legally required employer contributions and legally required employee contributions which had been withheld from employee wages but not yet remitted to IPERS.

**MFPRSI**

Pension Plan Fiduciary Net Position – MFPRSI membership is mandatory for fire fighters and police officers covered by the provisions of Chapter 411 of the Code of Iowa. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by MFPRSI. MFPRSI issues a stand-alone financial report which is available to the public by mail at 7155 Lake Drive, Suite #201, West Des Moines, Iowa 50266 or at [www.mfprsi.org](http://www.mfprsi.org).

MFPRSI benefits are established under Chapter 411 of the Code of Iowa and the administrative rules thereunder. Chapter 411 of the Code of Iowa and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits - Members with 4 or more years of service are entitled to pension benefits beginning at age 55. Full service retirement benefits are granted to members with 22 years of service, while partial benefits are available to those members with 4 to 22 years of service based on the ratio of years completed to years required (i.e., 22 years). Members with less than 4 years of service are entitled to a refund of their contribution only, with interest, for the period of employment.

Benefits are calculated based upon the member's highest 3 years of compensation. The average of these 3 years becomes the member's average final compensation. The base benefit is 66 percent of the member's average final compensation. Additional benefits are available to members who perform more than 22 years of service (2 percent for each additional year of service, up to a maximum of 8 years). Survivor benefits are available to the beneficiary of a retired member according to the provisions of the benefit option chosen plus an additional benefit for each child. Survivor benefits are subject to a minimum benefit for those members who chose the basic benefit with a 50 percent surviving spouse benefit.

Active members, at least 55 years of age, with 22 or more years of service have the option to participate in the Deferred Retirement Option Program (DROP). The DROP is an arrangement whereby a member who is otherwise eligible to retire and commence benefits opts to continue to work. A member can elect a 3, 4, or 5 year DROP period. By electing to participate in DROP the member is signing a contract indicating the member will retire at the end of the selected DROP period. During the DROP period the member's retirement benefit is frozen and a DROP benefit is credited to a DROP account established for the member. Assuming the member completes the DROP period, the DROP benefit is equal to 52% of the member's retirement benefit at the member's earliest date eligible and 100% if the member delays enrollment for 24 months. At the member's actual date of retirement, the member's DROP account will be distributed to the member in the form of a lump sum or rollover to an eligible plan.

Disability and Death Benefits - Disability coverage is broken down into two types, accidental and ordinary. Accidental disability is defined as permanent disability incurred in the line of duty, with benefits equivalent to the greater of 60 percent of the member's average final compensation or the member's service retirement benefit calculation amount. Ordinary disability occurs outside the call of duty and pays benefits equivalent to the greater of 50 percent of the member's average final compensation, for those with 5 or more years of service, or the member's service retirement benefit calculation amount, and 25 percent of average final compensation for those with less than 5 years of service.

Death benefits are similar to disability benefits. Benefits for accidental death are 50 percent of the average final compensation of the member plus an additional amount for each child, or the provisions for ordinary death. Ordinary death benefits consist of a pension equal to 40 percent of the average final compensation of the member plus an additional amount for each child, or a lump-sum distribution to the designated beneficiary equal to 50 percent of the previous year's earnable compensation of the member or equal to the amount of the member's total contributions plus interest.

Benefits are increased (escalated) annually in accordance with Chapter 411.6 of the Code of Iowa which states a standard formula for the increases.

The surviving spouse or dependents of an active member who dies due to a traumatic personal injury incurred in the line of duty receives a \$100,000 lump-sum payment.

Contributions - Member contribution rates are set by state statute. In accordance with Chapter 411 of the Code of Iowa as modified by act of the 1994 General Assembly, to establish compliance with the Federal Older Workers Benefit Protections Act, the contribution rate was 9.40% of earnable compensation for the year ended June 30, 2020.

Employer contribution rates are based upon an actuarially determined normal contribution rate by state statute. The required actuarially determined contributions are calculated on the basis of the entry age normal method as adopted by the Board of Trustees as permitted under Chapter 411 of the Code of Iowa. The normal contribution rate is provided by state statute to be the actuarial liabilities of the plan less current plan assets, with such total divided by 1 percent of the actuarially determined present value of prospective future compensation of all members, further reduced by member contributions and state appropriations. Under the Code of Iowa the employer's contribution rate cannot be less than 17.00% of earnable compensation. The contribution rate was 24.41% for the year ended June 30, 2020.

The City's contributions to MFPRSI for the year ended June 30, 2020, was \$1,442,048.

If approved by the state legislature, state appropriation may further reduce the employer's contribution rate, but not below the minimum statutory contribution rate of 17.00% of earnable compensation. The State of Iowa therefore is considered to be a nonemployer contributing entity in accordance with the provisions of the Governmental Accounting Standards Board Statement No. 67 – Financial Reporting for Pension Plans, (GASB 67).

There were no state appropriations to MFPRSI during the fiscal year ended June 30, 2020.

Net Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions - At June 30, 2020, the City reported a liability of \$12,232,171 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all MFPRSI participating employers. At June 30, 2019, the City's proportion was 1.864869% which was an increase of .086689% from its proportions measured as of June 30, 2018.

For the year ended June 30, 2020, the City recognized pension expense of \$2,706,738. At June 30, 2020, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 421,212	\$ 114,463
Changes of assumptions	614,155	53,238
Net difference between projected and actual earnings on pension plan investments	673,946	--
Changes in proportion and differences between City contributions and proportionate share of contributions	695,175	150,893
City contributions subsequent to the measurement date	1,442,048	--
Total	<u>\$ 3,846,536</u>	<u>\$ 318,594</u>

\$1,442,048 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2021. Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Total
2021	\$ 903,289
2022	237,373
2023	513,586
2024	389,430
2025	42,216
	<u>\$ 2,085,894</u>

Actuarial Assumptions The total pension liability in the June 30, 2019, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Rate of Inflation	3.0 percent
Salary increases	3.75 to 15.11 percent, including including inflation
Investment rate of return	7.50 percent, net of pension plan investment expense, including inflation

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an actuarial experience study for the period from July 1, 2007 to June 30, 2017. There were no significant changes of benefit terms.

Mortality rates as of June 30, 2019, were based on RP 2014 Blue Collar Healthy Annuitant table with males set-forward zero years, females set-forward two years and disabled set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of Scale BB beginning in 2017.

The investment policy and decisions are governed by the Board of Trustees. The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of geometric real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2016 (see the discussion of the pension plan's investment policy) are summarized in the following table:

<u>Asset Class</u>	<u>Long-Term Expected Real Rate of Return</u>
Large Cap	5.5 %
Small Cap	5.8 %
International Large Cap	7.3 %
Emerging Markets	9.0 %
Emerging Market Debt	6.3 %
Private Non-Core Real Estate	8.0 %
Master Limited Partnerships	9.0 %
Private Equity	9.0 %
Core Plus Fixed Income	3.3 %
Private Core Real Estate	6.0 %
Tactical Asset Allocation	6.4 %



Discount Rate - The discount rate used to measure the total pension liability was 7.5 percent. The projection of cash flows used to determine the discount rate assumed that contributions will be made at 9.40% of covered payroll and the City contributions will be made at rates equal to the difference between actuarially determined rates and the member rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percent lower (6.50 percent) or 1-percent higher (8.5 percent) than the current rate.

	1% Decrease (6.5%)	Discount Rate (7.5%)	1% Increase (8.5%)
City's proportionate share of the net pension liability:	\$ 19,916,120	\$ 12,232,171	\$ 5,868,358

Pension Plan Fiduciary Net Position - Detailed information about the pension plan's fiduciary net position is available in the separately issued MFPRSI financial report which is available on MFPRSI's website at [www.mfprsi.org](http://www.mfprsi.org).

Payables to the Pension Plan - At June 30, 2020, the City reported no payables to the defined benefit pension plan for legally required employer contributions and legally required employee contributions which had been withheld from employee wages but not yet remitted to MFPRSI.

**G. Other Postemployment Benefits (OPEB)**

Plan Description - The City administers a single-employer benefit plan which provides medical, prescription drug and life benefits for all full-time active employees, retired and their eligible dependants. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The Plan does not issue a stand-alone financial report.

OPEB Benefits - Individuals who are employed by the City and are eligible to participate in the group health plan are eligible to continue healthcare benefits upon retirement. Retirees under age 65 pay the same premium for the medical, prescription drug and life benefits as active employees, which results in an implicit rate subsidy and an OPEB liability.

Retired participants must be age 55 or older at retirement. At June 30, 2020, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	17
Active employees	201
Total	218

Total OPEB Liability – The City's total OPEB liability of \$3,490,632 as of June 30, 2020 was measured as of June 30, 2020, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions – The total OPEB liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions and the entry age normal actuarial cost method, applied to all periods included in the measurement.

Rate of Inflation (effective June 30, 2020)	3.00% percent per annum
Rates of salary increase (effective June 30, 2020)	3.50% per annum, including inflation.
Discount rate (effective June 30, 2020)	2.21% compounded annually, including inflation.
Healthcare cost trend rate (effective June 30, 2020)	6.00% initial rate decreasing by .5% annually to an ultimate rate of 5.00%.

Discount Rate – The discount rate used to measure the total OPEB liability was 2.21% which reflects the index rate for 20-year tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher as of the measurement date.

Mortality rates are from the RP 2014 annuitant distinct mortality table adjusted to 2006 with MP2019 general projection of future mortality improvement.

The actuarial assumptions used in the June 30, 2020 valuation were based on the results of an actuarial experience study with dates corresponding to those listed above.

Changes in the Total OPEB Liability

	<u>Total OPEB Liability</u>
Total OPEB liability beginning of year	\$ 2,751,393
Changes for year:	
Service cost	129,747
Interest	108,917
Difference between Expected & Actual Experience	275,367
Change in Assumptions	358,691
Benefit payments	(133,483)
Net changes	<u>739,239</u>
Total OPEB liability end of year	<u>\$ 3,490,632</u>

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1% lower (1.21%) or 1% higher (3.21%) than the current discount rate.

	1% Decrease (1.21)	Discount Rate (2.21%)	1% Increase (3.21%)
Total OPEB liability	\$ 3,812,839	\$ 3,490,632	\$ 3,202,944

Sensitivity of the City's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates – The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1% lower (5.00%) or 1% higher (7.00%) than the current healthcare cost trend rates.

	1% Decrease (5.00%)	Healthcare Cost Trend Rate (6.00%)	1% Increase (7.00%)
Total OPEB liability	\$ 3,128,465	\$ 3,490,632	\$ 3,921,602

OPEB Expense and Deferred Outflows of Resources Related to OPEB – For the year ended June 30, 2020, the City recognized OPEB expense of \$438,992. At June 30, 2020, the City reported deferred outflows of resources related to OPEB from the following resources:

	Deferred Outflows of Resources
Differences between expected and actual experience	\$ 907,073
Changes in assumptions	706,955
Total	<u>1,614,028</u>

The amount reported as deferred outflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ended June 30,	Total
2021	\$ 200,328
2022	200,328
2023	200,328
2024	200,328
2025	200,328
Thereafter	612,388
	<u>\$ 1,614,028</u>

#### H. Interfund Balances

Individual interfund receivable and payable balances by fund type as of June 30, 2020, were stated in the fund financial statements as follows:

Fund	Total	
	Interfund Receivables	Interfund Payables
Nonmajor Governmental Funds	\$ 24,343	\$ 73,093
Street Repair Fund	48,750	--
Capital Improvements Fund	14,411,301	--
Bond Fund	--	14,411,301
Total	<u>\$ 14,484,394</u>	<u>\$ 14,484,394</u>

The balances are due to the elimination of reporting negative cash

Fund	Total	
	Advance to Other Funds	Advance from Other Funds
Hospital Fund	\$ 8,095,000	\$ --
Capital Improvements Fund	2,580,000	--
Sewer Fund	--	10,675,000
Total	<u>\$ 10,675,000</u>	<u>\$ 10,675,000</u>

The amount payable from the Sewer Fund to the Hospital Fund and the Capital Improvements Fund relates to internal financing for the large disinfection project at the City's water treatment facility and other City Sewer projects.

### I. Interfund Transactions

The following transfers represent individual fund interfund transfers as stated in the Fund Financial Statements.

Transfer To	Transfer From	Amount
General Fund	TIF Fund	\$ 14,330
	Street Construction Fund	173,693
	Capital Improvements Fund	25,030
	Non-major Governmental Funds	21,100
	Sewer Fund	121,143
	Refuse Fund	145,933
	Storm Water Fund	28,700
		<u>\$ 529,929</u>
Street Construction Fund	Storm Water Fund	<u>\$ 1,224,688</u>
Debt Service Fund	General Fund	\$ 97,890
	TIF Fund	891,033
		<u>\$ 988,923</u>
Capital Improvements Fund	General Fund	\$ 540,720
	Non-major Governmental Funds	10,000
		<u>\$ 550,720</u>
Bond Fund	TIF Fund	<u>\$ 594,004</u>
Non-major Governmental Funds	General Fund	\$ 1,370,032
	TIF Fund	737,685
	Street Construction Fund	402,070
	Bond Fund	3,545,959
		<u>\$ 6,055,746</u>
Sewer Fund	TIF Fund	\$ 659,764
	Bond Fund	26,640
	Non-major Governmental Funds	250,000
		<u>\$ 936,404</u>
Refuse Fund	Street Construction	<u>\$ 203,160</u>
Stormwater Fund	Bond Fund	<u>\$ 72,890</u>
Internal Service Funds	General Fund	\$ 392,753
	Refuse Fund	103,736
		<u>\$ 496,489</u>
	Total	<u><u>\$ 11,652,953</u></u>

Transfers are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them, (2) move debt service payments from proprietary or special revenue funds to the debt service fund as debt service payments come due and, (3) to move receipts from user fee generated funds to the general fund for certain administrative and custodial costs in the general fund.

**Note 4. Other Notes****A. Due To/From Component Unit**

Amounts due from the component unit to the general fund at June 30, 2020, were as follows:

	Due from
Component Unit:	
Electric utility	\$ 1,345,264
Gas utility	150,846
Total	<u>\$ 1,496,110</u>

This amount differs from the amount reported as due to primary government since the Electric Utility, Gas Utility, and Communications Utility component units have a calendar year end of December 31, 2019.

**B. Risk Management**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters for which the government has established various funds to account for and finance its uninsured risks of loss.

The City has established a Health Insurance Reserve Fund for insuring benefits provided to City employees and covered dependents, which is included in the internal service fund type. Health benefits were self-insured up to a specific stop loss amount of \$85,000 and an aggregate stop loss of approximately \$4,134,526 for 2020. Coverage from a private insurance company is maintained for losses in excess of the stop loss amounts. All claims handling procedures are performed by a third-party claims administrator. Incurred but not reported claims have been accrued as a liability based upon the claims administrator's estimate.

All funds of the City participate in the program and make payments to the Health Insurance Reserve Fund based on actuarial estimates of the amounts needed to pay prior-year and current-year claims. The City has also established reserve funds for insuring workers' compensation, liability, and long-term disability claims which are included in the general fund type. Liability benefits were self-insured up to a specific stop loss amount of \$100,000 and an aggregate stop loss amount of \$260,000. Long-term disability benefits are self funded for the first six months, and the maximum benefit per individual is \$18,000. Workers' compensation benefits were self-insured up to an aggregate stop loss amount of \$350,000 with no specific stop loss amount. Coverage from private insurers is maintained for losses in excess of the stop loss amounts. An independent claims administrator performs all claims handling procedures. Settled claims for the above funds have not exceeded commercial coverage in any of the last three fiscal years.

Liabilities of the fund are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported (IBNRs). The result of the process to estimate the claims liability is not an exact amount as it depends on many complex factors, such as inflation, changes in legal doctrines, and damage awards. Accordingly, claims are reevaluated periodically to consider the effects of inflation, recent claim settlement trends (including frequency and amount of pay-outs), and other economic and

social factors. The estimate of the claims liability also includes amounts for incremental adjustment expenses related to specific claims and other claim adjustment expenses regardless of whether allocated to specific claims.

Changes in reported liabilities for the fiscal year ended June 30, 2020, are summarized as follows:

	Risk Management Fund				Total
	Health Insurance Reserve Fund	Workers' Compensation Reserve	Liability Reserve	Long-Term Disability Reserve	
Claim liabilities					
June 30, 2018	\$ 494,895	\$ 241,462	\$ --	\$ --	\$ 736,357
Claims and changes in estimates during fiscal year 2019	3,105,727	95,148	--	--	3,200,875
Claim payments	(3,235,622)	(88,927)	--	--	(3,324,549)
Claim liabilities					
June 30, 2019	\$ 365,000	\$ 247,683	\$ --	\$ --	\$ 612,683
Claims and changes in estimates during fiscal year 2020	3,486,799	158,873	--	--	3,645,672
Claim payments	(3,528,799)	(122,972)	--	--	(3,651,771)
Claim liabilities					
June 30, 2020	\$ 323,000	\$ 283,584	\$ --	\$ --	\$ 606,584

**C. Commitments and Contingencies**

Legal counsel has reported that as of June 30, 2020, there were claims and losses that are on file against the City. The City has the authority to levy additional taxes outside the regular limit to fund any uninsured judgment against the City. However, it is estimated that all of these claims and losses will be covered by insurance when exceeding stop loss limits, and the amounts prior to reaching these limits would not materially affect future financial statements of the City.

The COVID-19 outbreak is disrupting business across a range of industries in the United States and financial markets have experienced a significant decline. As a result, local, regional and national economies, including that of the City, may be adversely impacted. The extent of the financial impact of COVID-19 will depend on future developments, including the duration and spread, which are uncertain and cannot be predicted. Due to the uncertainties surrounding the outbreak, management cannot presently estimate the potential impact to the City's operations and finances.

#### **D. Urban Renewal Development Agreements**

The City has entered into various development agreements for urban renewal projects. The agreements require the City to rebate portions of the incremental property tax paid by the developer in exchange for infrastructure improvements, rehabilitation and development of commercial projects by the developer.

The agreements are not general obligations of the City and, due to their nature, are not recorded as a liability in the City's financial statements. However, the agreements are subject to the constitutional debt limitation of the City.

Certain agreements include an annual appropriation clause and, accordingly, only the amount payable in the succeeding year on the agreements is subject to the constitutional debt limitation. The entire outstanding principal balance of agreements not including an annual appropriation clause is subject to the constitutional debt limitation.

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

##### City Tax Abatements

The City provides tax abatements, as defined by Governmental Accounting Standards Board, for urban renewal and economic development projects, with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or to pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2020, the City rebated \$520,969 of property tax under the urban renewal and economic development projects.

#### **E. Subsequent Events**

On July 20, 2020 the City sold general obligation capital loan notes in the amount of \$3,430,000. The notes were sold at an interest rate of .93% and will mature in 2030. The proceeds will be used to fund various projects including street improvements, sidewalks and a new fire truck.

#### **F. New Governmental Accounting Standards Board (GASB) Standards**

The Governmental Accounting Standards Board (GASB) has issued ten statements not yet implemented by the City. The Statements, which may impact the City are as follows:

Statement No. 87, *Leases*, will be effective for the fiscal year June 30, 2022. The objective of this Statement is to better meet the information needs of financial statements users by improving accounting and financial reporting for leases by governments.

Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*, will be effective for fiscal year June 30, 2022. The objectives of this statement are to enhance the



relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and to simplify accounting for interest cost incurred before the end of a construction period.

Statement No. 90, *Majority Equity Interest-An Amendment of GASB Statement No. 14 and No. 61*, issued August 2018, will be effective for the City beginning with its fiscal year ending June 30, 2021. The primary objectives of this Statement are to improve consistency and comparability of reporting a government' majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units.

Statement No. 91, *Conduit Debt Obligations*, will be effective for fiscal year June 30, 2023. The primary objectives of this statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures.

Statement No. 92, *Omnibus 2020*, will be effective for the fiscal year ended June 30, 2022. The objectives of this statement are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements.

Statement No. 93, *Replacement of Interbank Offered Rates*, will be effective for the fiscal year ended June 30, 2022. The objective of this statement is to address those and other accounting and financial reporting implications that result from the replacement of an interbank offered rate (IBOR).

Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, will be effective for the fiscal year ended June 30, 2023. The primary objective of this statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs).

Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance*. The primary objective of this statement is to provide temporary relief to governments and other stakeholders in light of the COVID-19 pandemic. That objective is accomplished by postponing the effective dates of certain provisions in Statements and Implementation Guides that first became effective or are scheduled to become effective for periods beginning after June 15, 2018, and later.

Statement No. 96, *Subscription –Based Information Technology Agreements*, will be effective for the fiscal year ended June 30, 2023. This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments).

Statement No. 97, *Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans—an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB Statement No. 32*, will be effective for the fiscal year ended June 30, 2022. The primary objectives of this statement are to (1) increase consistency and comparability related to the reporting of fiduciary component units in circumstances in which a potential component unit does not have a governing board and the primary government performs the duties that a governing board typically would perform; (2) mitigate costs associated with the reporting of certain defined contribution pension plans, defined contribution other postemployment benefit (OPEB) plans, and employee benefit plans other than pension plans or OPEB plans (other employee benefit plans) as fiduciary component units in fiduciary fund financial statements; and (3) enhance the relevance, consistency, and comparability of the accounting and financial reporting for Internal Revenue Code (IRC) Section 457 deferred compensation plans (Section 457 plans) that meet the definition of a pension plan and for benefits provided through those plans.

The City's management has not yet determined the effect these statements will have on the City's financial statements.

**Budgetary Comparison Schedule - Function Budget  
For the Year Ended June 30, 2020**

	Budgeted Amounts	
	Original	Final
<b>Revenues:</b>		
Property taxes and assessments	\$ 24,566,433	\$ 24,566,433
Other City taxes	6,057,824	6,057,824
Licenses and permits	984,000	984,000
Use of money and property	949,040	949,040
Intergovernmental	12,324,006	13,068,166
Charges for services	14,050,550	14,164,100
Miscellaneous	668,857	2,202,962
Total revenues	<u>\$ 59,600,710</u>	<u>\$ 61,992,525</u>
<b>Expenditures:</b>		
Current:		
Public safety	\$ 12,142,350	\$ 12,888,350
Public works	13,973,620	14,210,875
Health and social services	213,440	213,440
Culture and recreation	8,825,290	8,824,220
Community and economic development	2,696,130	3,079,990
General government	5,679,930	5,183,900
Debt service	1,177,640	1,877,640
Capital projects	14,972,190	18,963,190
Business-type	11,497,630	12,586,265
Total expenditures	<u>\$ 71,178,220</u>	<u>\$ 77,827,870</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ (11,577,510)</u>	<u>\$ (15,835,345)</u>
<b>Other financing sources (uses):</b>		
Proceeds from long-term debt	\$ 2,892,000	\$ 3,492,000
Transfers in	10,605,160	10,605,160
Transfers out	(10,605,160)	(10,605,160)
Total other financing sources (uses)	<u>\$ 2,892,000</u>	<u>\$ 3,492,000</u>
Excess (deficiency) of revenue and other financing sources over (under) expenditures and other financing uses	<u>\$ (8,685,510)</u>	<u>\$ (12,343,345)</u>
Fund balances, beginning	97,450,564	97,450,564
Fund balances, ending	<u>\$ 88,765,054</u>	<u>\$ 85,107,219</u>

See notes to the required supplementary information.

Actual Amounts	Variance with Final Budget - Positive (Negative)
\$ 24,034,914	\$ (531,519)
6,040,232	(17,592)
943,024	(40,976)
2,751,157	1,802,117
13,932,387	864,221
12,940,352	(1,223,748)
3,024,572	821,610
<u>\$ 63,666,638</u>	<u>\$ 1,674,113</u>
\$ 12,403,129	\$ 485,221
13,103,301	1,107,574
208,426	5,014
7,087,937	1,736,283
2,754,259	325,731
4,943,296	240,604
1,779,753	97,887
12,819,671	6,143,519
10,054,242	2,532,023
<u>\$ 65,154,014</u>	<u>\$ 12,673,856</u>
<u>\$ (1,487,376)</u>	<u>\$ 14,347,969</u>
\$ 34,300	\$ (3,457,700)
11,770,817	1,165,657
(11,770,817)	(1,165,657)
<u>\$ 34,300</u>	<u>\$ (3,457,700)</u>
\$ (1,453,076)	\$ 10,890,269
90,894,288	(6,556,276)
<u>\$ 89,441,212</u>	<u>\$ 4,333,993</u>

**City of Cedar Falls, Iowa****Notes to Required Supplementary Information – Budgetary Reporting  
For the Year ended June 30, 2020****Note A - Budgetary Reporting**

The budgetary comparison is presented as Required Supplementary Information in accordance with Government Accounting Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis plus recorded accounts payable following required public notice and hearing for all funds. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures. Encumbrances are not recognized on the cash basis budget and appropriations lapse at year end.

Formal and legal budgetary control is based upon 9 major classes of disbursements known as functions, not by fund or fund type. These 9 functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects, and business-type activities. Function disbursements required to be budgeted include disbursements for the General Fund, Special Revenue Funds, Debt Service Fund, Capital Project Funds, and Enterprise Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, one budget amendment increased budgeted disbursements by \$6,649,650. This budget amendment is reflected in the final budget amounts.

**City of Cedar Falls, Iowa**  
**Budgetary Comparison Schedule -**  
**Program Budget**  
**Notes to RSI**

**Note B - Explanation of Differences between Budgetary Sources and Uses of funds and GAAP Revenues and Expenditures for the GAAP General Fund and Major Special Revenue Funds**

	<u>Function Budget</u>
<b>Sources</b>	
Actual amounts (budgetary basis) "total revenues" from the budgetary comparison schedule - function budget	\$ 63,666,638
Adjustments:	
The City budgets for all receipts on the cash basis, rather than the modified accrual or accrual basis	656,790
Total revenues for the function budget on a GAAP basis of accounting	<u>\$ 64,323,428</u>
Reclassifications:	
The City reports sources of funds in the function budget as revenues in other major and nonmajor funds for GAAP reporting:	
Debt Service Fund	(907,717)
Capital Improvements Fund	(2,573,008)
Bond capital projects Fund	(2,355,200)
Nonmajor governmental GAAP funds	(4,520,409)
Business-type enterprise funds	(10,912,379)
Total revenues for general fund and major special revenue funds	<u>\$ 43,054,715</u>
Total revenues as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds:	
General Fund	\$ 26,205,316
Hospital Fund	612,400
TIF Fund	2,960,503
Street Construction Fund	5,409,412
Street Repair Fund	7,867,084
Total revenues for general fund and major special revenue funds	<u>\$ 43,054,715</u>

	<u>Function Budget</u>
<b>Uses</b>	
Actual amounts (budgetary basis) "total expenditures" from the budgetary comparison schedule - function budget	\$ 65,154,014
<b>Adjustments</b>	
The City budgets for expenditures on the cash basis, rather than on the modified accrual or accrual basis on all items except payments to suppliers	
The City does not budget for depreciation	(2,260,230)
Total uses for the function budget on a GAAP basis of accounting	<u>\$ 62,893,784</u>
<b>Reclassifications:</b>	
The City reports uses of funds in the function budget as expenditures in other major and nonmajor funds for GAAP reporting:	
Debt Service Fund	(1,779,753)
Capital Improvements Fund	(995,762)
Bond capital projects Fund	(9,211,598)
Nonmajor governmental GAAP funds	(5,557,060)
Business-type enterprise funds	(8,648,491)
Total expenditures for general fund and major special revenue funds	<u>\$ 36,701,120</u>
<b>Total expenditures as reported on the statement of revenues, expenditures, and changes in fund balances - governmental funds:</b>	
General Fund	\$ 24,348,009
Hospital Fund	195,424
TIF Fund	--
Street Construction Fund	5,467,134
Street Repair Fund	6,690,553
Total expenditures for general fund and major special revenue funds	<u>\$ 36,701,120</u>

## City of Cedar Falls, Iowa

## Schedule of the City's Proportionate Share of the Net Pension Liability

Iowa Public Employees' Retirement System  
June 30, 2020

	<u>2020</u>	<u>2019</u>
City's proportion of the net pension liability (asset)	0.1280748 %	0.1259677 %
City's proportionate share of the net pension liability	\$ 7,416,373	\$ 7,971,544
City's covered payroll	\$ 9,750,115	\$ 9,473,601
City's proportionate share of the net pension liability as a percentage of its covered payroll	76.06 %	84.14 %
Plan fiduciary net position as a percentage of the total pension liability	85.45 %	83.62 %

In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

See accompanying independent auditor's report.

**Note:** GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
0.1246758 %	0.1279990 %	0.1337248 %	0.1421628 %
\$ 8,304,985	\$ 8,055,379	\$ 6,606,653	\$ 5,638,043
\$ 9,302,153	\$ 9,203,649	\$ 9,218,654	\$ 9,346,040
89.28 %	87.52 %	71.67 %	60.33 %
82.21 %	81.82 %	85.19 %	87.61 %



## City of Cedar Falls, Iowa

## Schedule of City Contributions

Iowa Public Employees' Retirement System  
Last 10 Fiscal Years

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Statutorily required contribution	\$ 988,265	\$ 920,276	\$ 846,190	\$ 831,947
Contributions in relation to the statutorily required contribution	988,265	(920,276)	(846,190)	(831,947)
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
City's covered payroll	\$ 10,465,436	\$ 9,750,115	\$ 9,473,601	\$ 9,302,153
Contributions as a percentage of covered payroll	9.44%	9.44%	8.93%	8.94%

See accompanying independent auditor's report.

<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2011</u>
\$ 821,928	\$ 821,440	\$ 834,065	\$ 823,374	\$ 771,437	\$ 619,003
(821,928)	(821,440)	(834,065)	(823,374)	(771,437)	(619,003)
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
\$ 9,203,649	\$ 9,218,654	\$ 9,346,040	\$ 9,490,561	\$ 9,560,570	\$ 8,915,266
8.93%	8.91%	8.92%	8.68%	8.07%	6.94%

**City of Cedar Falls, Iowa**  
**Notes to Required Supplementary Information – Pension Liability**  
**Year ended June 30, 2020**

Iowa Public Employees' Retirement System:

Changes of benefit terms:

There were no significant changes of benefit terms.

Changes of assumptions:

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25 percent to 3.00 percent.
- Decreased the assumed rate of interest on member accounts from 4.00 percent to 3.75 percent per year.
- Adjusted male mortality rates for retirees in the Regular membership group.
- Reduced retirement rates for sheriffs and deputies between the ages of 55 and 64.
- Moved from an open 30 year amortization period to a closed 30 year amortization period for the UAL beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20 year period.

**City of Cedar Falls, Iowa**

**Schedule of the City's Proportionate Share of the Net Pension Liability**

**Municipal Fire and Police Retirement System of Iowa  
June 30, 2020**

	<u>2020</u>	<u>2019</u>
City's proportion of the net pension liability (asset)	1.864869 %	1.778180 %
City's proportionate share of the net pension liability	\$ 12,232,171	\$ 10,587,346
City's covered payroll	\$ 5,646,572	\$ 5,168,468
City's proportionate share of the net pension liability as a percentage of its covered payroll	216.63 %	204.84 %
Plan fiduciary net position as a percentage of the total pension liability	79.94 %	81.07 %

In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year.

See accompanying independent auditor's report.

**Note:** GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
1.671545 %	1.727939 %	1.727077 %	1.782771 %
\$ 9,803,195	\$ 10,804,128	\$ 8,114,055	\$ 6,462,513
\$ 4,734,184	\$ 4,682,488	\$ 4,529,187	\$ 4,552,662
207.07 %	230.73 %	179.15 %	141.95 %
80.6 %	78.2 %	83.04 %	86.27 %

**City of Cedar Falls, Iowa**

**Schedule of City Contributions**

**Municipal Fire and Police Retirement System of Iowa  
Last 10 Fiscal Years**

	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Statutorily required contribution	\$ 1,442,048	\$ 1,469,237	\$ 1,327,264	\$ 1,227,100
Contributions in relation to the statutorily required contribution	1,442,048	(1,469,237)	(1,327,264)	(1,227,100)
Contribution deficiency (excess)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
City's covered payroll	\$ 5,907,701	\$ 5,646,572	\$ 5,168,469	\$ 4,734,184
Contributions as a percentage of covered payroll	24.41%	26.02%	25.68%	25.92%

See accompanying independent auditor's report.

2016	2015	2014	2013	2012	2011
\$ 1,300,356	\$ 1,377,326	\$ 1,371,261	\$ 1,144,556	\$ 1,080,516	\$ 792,888
(1,300,356)	(1,377,326)	(1,371,261)	(1,144,556)	(1,080,516)	(792,888)
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
\$ 4,682,488	\$ 4,529,187	\$ 4,552,662	\$ 4,381,915	\$ 4,363,958	\$ 3,984,367
27.77%	30.41%	30.12%	26.12%	24.76%	19.90%

**City of Cedar Falls, Iowa**  
**Notes to Required Supplementary Information – Pension Liability**  
**Year ended June 30, 2020**

Municipal Fire and Police Retirement System of Iowa:

Changes of benefit terms:

There were no significant changes of benefit terms.

Changes of assumptions:

The 2018 valuation changed postretirement mortality rates to the RP-2014 Blue Collar Healthy Annuitant table with males set-forward zero years, females set-forward two years and disabled set-forward three years (male only rates), with generational projection of future mortality improvement with 50% of scale BB.

The 2017 valuation added five years projection of future mortality improvement with Scale BB.

The 2016 valuation changed postretirement mortality rates to the RP-2000 Blue Collar Combined Healthy Mortality Table with males set-back two years, females set-forward one year and disabled individuals set-forward one year (male only rates), with no projection of future mortality improvement.

The 2015 valuation phased in the 1994 Group Annuity Mortality Table for postretirement mortality. This resulted in a weighting of 1/12 of the 1971 Group Annuity Mortality Table and 11/12 of the 1994 Group Annuity Mortality Table.

The 2014 valuation phased in the 1994 Group Annuity Mortality Table for postretirement mortality. This resulted in a weighting of 2/12 of the 1971 Group Annuity Mortality Table and 10/12 of the 1994 Group Annuity Mortality Table.



**City of Cedar Falls, Iowa**  
**Schedule of Changes in the City's**  
**Total OPEB Liability, Related Ratios and Notes**

**June 30, 2020**

	2020	2019	2018
Service Cost	\$ 129,747	\$ 125,359	\$ 55,384
Interest cost	108,917	105,512	61,468
Difference between expected and actual experiences	275,367	--	924,312
Changes in assumptions	358,691	--	537,008
Benefit payments	(133,483)	(161,077)	(141,086)
Net change in total OPEB liability	<u>\$ 739,239</u>	<u>\$ 69,794</u>	<u>\$ 1,437,086</u>
Total OPEB liability beginning of year	2,751,393	2,681,599	1,244,513
Total OPEB liability end of year	<u>\$ 3,490,632</u>	<u>\$ 2,751,393</u>	<u>\$ 2,681,599</u>
Covered-employee payroll	14,375,163	13,870,992	13,401,925
Total OPEB liability as a percentage of covered-employee payroll	24.28%	19.84%	20.01%

**Notes to Schedules of Changes in the GAAP City's Total OPEB Liability and Related Ratios**

No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement 75.

*Changes in benefit terms:*

There were no significant changes in benefit terms.

*Changes in assumptions:*

Changes in assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period.

Year ended June 30, 2020	2.21%
Year ended June 30, 2019	3.87%
Year ended June 30, 2018	3.87%

Note: GASB Statement No. 75 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for those years for which information is available.

**City of Cedar Falls, Iowa**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2020**  
**(Page 1 of 2)**

	Community Development Fund	Housing Assistance Fund
<b>ASSETS</b>		
Cash	\$ 110,240	\$ 620,982
Receivables, net of allowance for uncollectible amounts:		
Property taxes	--	--
Other city taxes	--	--
Accrued interest	--	--
Other	--	--
Special assessment	--	--
Due from other funds	--	--
Due from other governments	24,586	--
Inventories	--	--
Total assets	\$ 134,826	\$ 620,982
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>		
<b>LIABILITIES</b>		
Accounts payable	\$ 13,698	\$ 462
Grant Proceeds Received in Advance	--	32,009
Accrued liabilities	--	4,919
Due to other funds	--	--
Total liabilities	\$ 13,698	\$ 37,390
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Succeeding year property taxes	\$ --	\$ --
Other	10,461	--
Total deferred inflows of resources	\$ 10,461	\$ --
<b>FUND BALANCES</b>		
Nonspendable	\$ --	\$ --
Restricted	110,667	583,592
Committed	--	--
Assigned	--	--
Unassigned	--	--
Total fund balances	\$ 110,667	\$ 583,592
Total liabilities, deferred inflows of resources, and fund balances	\$ 134,826	\$ 620,982

Special Revenue

<u>Parking Fund</u>	<u>Police Retirement</u>	<u>Fire Retirement</u>	<u>Visitor &amp; Tourism</u>
\$ 823,299	\$ 3,178,920	\$ 3,148,610	\$ 830,255
--	1,038,700	609,061	--
--	--	--	106,273
5,656	12,577	12,833	5,463
876	--	--	2,325
--	--	--	--
--	--	--	--
7,966	--	--	33,984
<u>\$ 837,797</u>	<u>\$ 4,230,197</u>	<u>\$ 3,770,504</u>	<u>\$ 978,300</u>
\$ 8,375	\$ 4,043	\$ 4,021	\$ 34,827
--	--	--	--
4,372	--	--	12,082
--	--	--	--
<u>\$ 12,747</u>	<u>\$ 4,043</u>	<u>\$ 4,021</u>	<u>\$ 46,909</u>
\$ --	\$ 1,023,683	\$ 599,930	\$ --
--	--	--	--
<u>\$ --</u>	<u>\$ 1,023,683</u>	<u>\$ 599,930</u>	<u>\$ --</u>
\$ 7,966	\$ --	\$ --	\$ 33,984
--	3,202,471	3,166,553	897,407
817,084	--	--	--
--	--	--	--
--	--	--	--
<u>\$ 825,050</u>	<u>\$ 3,202,471</u>	<u>\$ 3,166,553</u>	<u>\$ 931,391</u>
<u>\$ 837,797</u>	<u>\$ 4,230,197</u>	<u>\$ 3,770,504</u>	<u>\$ 978,300</u>

**City of Cedar Falls, Iowa**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2020**  
**(Page 2 of 2)**

	Special Revenue		
	Greenwood Perpetual Care	Fairview Perpetual Care	Hillside Perpetual Care
<b>ASSETS</b>			
Cash	\$ 243,912	\$ 158,993	\$ 48,403
Receivables, net of allowance for uncollectible amounts:			
Property taxes	--	--	--
Other city taxes	--	--	--
Accrued interest	--	--	--
Other	--	--	--
Special assessment	--	--	--
Due from other funds	--	--	--
Due from other governments	--	--	--
Inventories	--	--	--
Total assets	<u>\$ 243,912</u>	<u>\$ 158,993</u>	<u>\$ 48,403</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>LIABILITIES</b>			
Accounts payable	\$ --	\$ --	\$ --
Grant Proceeds Received in Advance	--	--	--
Accrued liabilities	--	--	--
Due to other funds	--	--	--
Total liabilities	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Succeeding year property taxes	\$ --	\$ --	\$ --
Other	--	--	--
Total deferred inflows of resources	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
<b>FUND BALANCES</b>			
Nonspendable	\$ --	\$ --	\$ --
Restricted	243,912	158,993	48,403
Committed	--	--	--
Assigned	--	--	--
Unassigned	--	--	--
Total fund balances	<u>\$ 243,912</u>	<u>\$ 158,993</u>	<u>\$ 48,403</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 243,912</u>	<u>\$ 158,993</u>	<u>\$ 48,403</u>

(continued)

Capital Projects					
Washington Park Renovation	FEMA Fund	Sidewalk Assessment	Street Improvement Fund	Economic Development Capital	Total
\$ 33,093	\$ 3,034,482	\$ --	\$ --	\$ 7,149,980	\$ 19,381,169
--	--	--	--	--	1,647,761
--	--	--	--	--	106,273
209	20,307	--	--	37,765	94,810
--	--	--	--	--	3,201
--	--	48,031	--	--	48,031
--	--	--	--	24,343	24,343
--	--	--	48,750	--	73,336
--	--	--	--	--	41,950
<u>\$ 33,302</u>	<u>\$ 3,054,789</u>	<u>\$ 48,031</u>	<u>\$ 48,750</u>	<u>\$ 7,212,088</u>	<u>\$ 21,420,874</u>
\$ --	\$ 32,902	\$ --	\$ --	\$ 77,586	\$ 175,914
--	--	--	--	--	32,009
--	--	--	--	--	21,373
--	--	24,343	48,750	--	73,093
<u>\$ --</u>	<u>\$ 32,902</u>	<u>\$ 24,343</u>	<u>\$ 48,750</u>	<u>\$ 77,586</u>	<u>\$ 302,389</u>
\$ --	\$ --	\$ --	\$ --	\$ --	\$ 1,623,613
--	--	47,071	--	--	57,532
<u>\$ --</u>	<u>\$ --</u>	<u>\$ 47,071</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 1,681,145</u>
\$ --	\$ --	\$ --	\$ --	\$ --	\$ 41,950
--	--	--	--	--	8,411,998
--	--	--	--	--	817,084
33,302	3,021,887	--	--	7,134,502	10,189,691
--	--	(23,383)	--	--	(23,383)
<u>\$ 33,302</u>	<u>\$ 3,021,887</u>	<u>\$ (23,383)</u>	<u>\$ --</u>	<u>\$ 7,134,502</u>	<u>\$ 19,437,340</u>
<u>\$ 33,302</u>	<u>\$ 3,054,789</u>	<u>\$ 48,031</u>	<u>\$ 48,750</u>	<u>\$ 7,212,088</u>	<u>\$ 21,420,874</u>

**City of Cedar Falls, Iowa**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2020**  
**(Page 1 of 2)**

	Community Development Fund	Housing Assistance Fund	Parking Fund
Revenues:			
Property taxes and assessments	\$ --	\$ --	\$ --
Other city taxes	--	--	--
Use of money and property	31	10,206	17,921
Intergovernmental	450,337	1,400,301	--
Charges for services	--	--	23,521
Fines and forfeitures	--	--	138,370
Miscellaneous	3,619	6,288	--
Total revenues	<u>\$ 453,987</u>	<u>\$ 1,416,795</u>	<u>\$ 179,812</u>
Expenditures:			
Current:			
Public safety	\$ --	\$ --	\$ --
Public works	--	--	278,044
Culture and recreation	--	--	--
Community and economic development	211,460	1,394,558	--
Capital projects	--	--	--
Total expenditures	<u>\$ 211,460</u>	<u>\$ 1,394,558</u>	<u>\$ 278,044</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 242,527</u>	<u>\$ 22,237</u>	<u>\$ (98,232)</u>
Other financing sources (uses):			
Transfers in	\$ --	\$ --	\$ --
Transfers out	(250,000)	--	(13,660)
Total other financing sources (uses)	<u>\$ (250,000)</u>	<u>\$ --</u>	<u>\$ (13,660)</u>
Net change in fund balances	\$ (7,473)	\$ 22,237	\$ (111,892)
Fund balances, beginning	118,140	561,355	934,226
Increase (decrease) in reserve for inventories	--	--	2,716
Fund balances, ending	<u>\$ 110,667</u>	<u>\$ 583,592</u>	<u>\$ 825,050</u>

Special Revenue

Police Retirement	Fire Retirement	Visitor & Tourism
\$ 925,556	\$ 562,456	\$ --
--	--	413,863
61,779	57,154	19,702
--	--	--
--	--	--
--	--	--
--	--	28,671
<u>\$ 987,335</u>	<u>\$ 619,610</u>	<u>\$ 462,236</u>
\$ 774,547	\$ 794,023	\$ --
--	--	--
--	--	570,187
--	--	--
--	--	--
<u>\$ 774,547</u>	<u>\$ 794,023</u>	<u>\$ 570,187</u>
<u>\$ 212,788</u>	<u>\$ (174,413)</u>	<u>\$ (107,951)</u>
\$ --	\$ --	\$ 70,032
--	--	(17,440)
<u>\$ --</u>	<u>\$ --</u>	<u>\$ 52,592</u>
\$ 212,788	\$ (174,413)	\$ (55,359)
2,989,683	3,340,966	981,426
--	--	5,324
<u>\$ 3,202,471</u>	<u>\$ 3,166,553</u>	<u>\$ 931,391</u>

(continued)

**City of Cedar Falls, Iowa**  
**Combining Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the Year Ended June 30, 2020**  
**(Page 2 of 2)**

	Special Revenue		
	Greenwood Perpetual Care	Fairview Perpetual Care	Hillside Perpetual Care
Revenues:			
Property taxes and assessments	\$ --	\$ --	\$ --
Other city taxes	--	--	--
Use of money and property	--	--	--
Intergovernmental	--	--	--
Charges for services	4,980	6,215	1,600
Fines and forfeitures	--	--	--
Miscellaneous	--	--	--
Total revenues	<u>\$ 4,980</u>	<u>\$ 6,215</u>	<u>\$ 1,600</u>
Expenditures:			
Current:			
Public safety	\$ --	\$ --	\$ --
Public works	--	--	--
Culture and recreation	--	--	--
Community and economic development	--	--	--
Capital projects	--	--	--
Total expenditures	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 4,980</u>	<u>\$ 6,215</u>	<u>\$ 1,600</u>
Other financing sources (uses):			
Transfers in	\$ --	\$ --	\$ --
Transfers out	--	--	--
Total other financing sources (uses)	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Net change in fund balances	\$ 4,980	\$ 6,215	\$ 1,600
Fund balances, beginning	238,932	152,778	46,803
Increase (decrease) in reserve for inventories	--	--	--
Fund balances, ending	<u>\$ 243,912</u>	<u>\$ 158,993</u>	<u>\$ 48,403</u>



(continued)

Capital Projects					
Washington Park Renovation	FEMA Fund	Sidewalk Assessment	Street Improvement Fund	Economic Development Capital	Total
\$ --	\$ --	\$ 8,780	\$ --	\$ --	\$ 1,496,792
--	--	--	--	--	413,863
679	68,689	--	--	205,247	441,408
--	5,738	--	48,750	--	1,905,126
--	--	--	--	--	36,316
--	--	--	--	--	138,370
--	1,900	48,056	--	--	88,534
<u>\$ 679</u>	<u>\$ 76,327</u>	<u>\$ 56,836</u>	<u>\$ 48,750</u>	<u>\$ 205,247</u>	<u>\$ 4,520,409</u>
\$ --	\$ --	\$ --	\$ --	\$ --	\$ 1,568,570
--	--	--	29,595	--	307,639
--	--	--	--	--	570,187
--	--	--	--	--	1,606,018
--	262,032	79,205	--	1,163,409	1,504,646
<u>\$ --</u>	<u>\$ 262,032</u>	<u>\$ 79,205</u>	<u>\$ 29,595</u>	<u>\$ 1,163,409</u>	<u>\$ 5,557,060</u>
<u>\$ 679</u>	<u>\$ (185,705)</u>	<u>\$ (22,369)</u>	<u>\$ 19,155</u>	<u>\$ (958,162)</u>	<u>\$ (1,036,651)</u>
\$ --	\$ --	\$ --	\$ 3,948,029	\$ 2,037,685	\$ 6,055,746
--	--	--	--	--	(281,100)
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 3,948,029</u>	<u>\$ 2,037,685</u>	<u>\$ 5,774,646</u>
\$ 679	\$ (185,705)	\$ (22,369)	\$ 3,967,184	\$ 1,079,523	\$ 4,737,995
32,623	3,207,592	(1,014)	(3,967,184)	6,054,979	14,691,305
--	--	--	--	--	8,040
<u>\$ 33,302</u>	<u>\$ 3,021,887</u>	<u>\$ (23,383)</u>	<u>\$ --</u>	<u>\$ 7,134,502</u>	<u>\$ 19,437,340</u>

**Combining Statement of Net Position  
Internal Service Funds  
June 30, 2020**

	<u>Health Insurance</u>	<u>Health Insurance Severance</u>	<u>Payroll</u>
<b>ASSETS</b>			
Current assets:			
Cash	\$ 4,136,604	\$ 339,505	\$ 2,716,351
Receivables, net of allowance for uncollectible amounts:			
Accrued interest	25,894	--	19,341
Other	92,060	--	--
Inventories	--	--	--
Total current assets	<u>\$ 4,254,558</u>	<u>\$ 339,505</u>	<u>\$ 2,735,692</u>
Noncurrent assets:			
Capital assets:			
Buildings	\$ --	\$ --	\$ --
Machinery and equipment	--	--	--
Accumulated depreciation	--	--	--
Total noncurrent assets	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Total assets	<u>\$ 4,254,558</u>	<u>\$ 339,505</u>	<u>\$ 2,735,692</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Pension related deferred outflows	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	\$ 91,361	\$ 339,505	\$ 158,054
Accrued liabilities	323,000	--	--
Compensated absences due within one year	--	--	--
Total current liabilities	<u>\$ 414,361</u>	<u>\$ 339,505</u>	<u>\$ 158,054</u>
Noncurrent liabilities:			
Compensated absences after one year	\$ --	\$ --	\$ --
Net pension liability	--	--	--
Total noncurrent liabilities	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
Total liabilities	<u>\$ 414,361</u>	<u>\$ 339,505</u>	<u>\$ 158,054</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Pension related deferred inflows	<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>
<b>NET POSITION</b>			
Investment in capital assets	\$ --	\$ --	\$ --
Unrestricted	3,840,197	--	2,577,638
Total net position	<u>\$ 3,840,197</u>	<u>\$ --</u>	<u>\$ 2,577,638</u>

<u>Risk Management</u>	<u>Data Processing</u>	<u>Vehicle Maintenance</u>	<u>Total</u>
\$ 3,270,699	\$ 1,464,919	\$ 2,997,909	\$ 14,925,987
21,849	9,222	19,184	95,490
--	--	2,729	94,789
--	3,367	31,401	34,768
<u>\$ 3,292,548</u>	<u>\$ 1,477,508</u>	<u>\$ 3,051,223</u>	<u>\$ 15,151,034</u>
\$ --	\$ --	\$ 90,302	\$ 90,302
--	1,442,252	6,801,774	8,244,026
--	(1,148,346)	(4,719,521)	(5,867,867)
<u>\$ --</u>	<u>\$ 293,906</u>	<u>\$ 2,172,555</u>	<u>\$ 2,466,461</u>
<u>\$ 3,292,548</u>	<u>\$ 1,771,414</u>	<u>\$ 5,223,778</u>	<u>\$ 17,617,495</u>
\$ --	\$ 63,529	\$ 58,757	\$ 122,286
\$ 33,724	\$ 30,528	\$ 113,970	\$ 767,142
283,584	23,533	21,791	651,908
--	21,312	13,563	34,875
<u>\$ 317,308</u>	<u>\$ 75,373</u>	<u>\$ 149,324</u>	<u>\$ 1,453,925</u>
\$ --	\$ 9,896	\$ --	\$ 9,896
--	219,655	217,003	436,658
<u>\$ --</u>	<u>\$ 229,551</u>	<u>\$ 217,003</u>	<u>\$ 446,554</u>
<u>\$ 317,308</u>	<u>\$ 304,924</u>	<u>\$ 366,327</u>	<u>\$ 1,900,479</u>
\$ --	\$ 37,647	\$ 24,465	\$ 62,112
\$ --	\$ 293,906	\$ 2,172,555	\$ 2,466,461
2,975,240	1,198,466	2,719,188	13,310,729
<u>\$ 2,975,240</u>	<u>\$ 1,492,372</u>	<u>\$ 4,891,743</u>	<u>\$ 15,777,190</u>

**City of Cedar Falls, Iowa**  
**Combining Statement of Revenues, Expenses,**  
**and Changes in Fund Net Position**  
**Internal Service Funds**  
**For the Year Ended June 30, 2020**

	Health Insurance	Health Insurance Severance	Payroll
Operating revenues:			
Charges for services	\$ 3,017,227	\$ --	\$ 350,870
Other	--	1,840	--
Total operating revenues	<u>\$ 3,017,227</u>	<u>\$ 1,840</u>	<u>\$ 350,870</u>
Operating expenses:			
Personal services	\$ --	\$ --	\$ 286,208
Contractual services	3,533,377	--	--
Supplies and equipment	--	--	--
Depreciation	--	--	--
Total operating expenses	<u>\$ 3,533,377</u>	<u>\$ --</u>	<u>\$ 286,208</u>
Operating income (loss)	<u>\$ (516,150)</u>	<u>\$ 1,840</u>	<u>\$ 64,662</u>
Nonoperating revenues (expenses):			
Use of money and property	\$ 82,465	\$ --	\$ 63,603
Gain on disposal of capital assets	--	--	--
Loss on disposal of equipment	--	--	--
Nonoperating revenues (expenses)	<u>\$ 82,465</u>	<u>\$ --</u>	<u>\$ 63,603</u>
Income (loss) before transfers	<u>\$ (433,685)</u>	<u>\$ 1,840</u>	<u>\$ 128,265</u>
Transfers in	\$ 392,753	\$ --	\$ --
Transfers out	--	--	--
Transfers, net	<u>\$ 392,753</u>	<u>\$ --</u>	<u>\$ --</u>
Change in net position	\$ (40,932)	\$ 1,840	\$ 128,265
Net position, beginning	3,881,129	(1,840)	2,449,373
Net position, ending	<u><u>\$ 3,840,197</u></u>	<u><u>\$ --</u></u>	<u><u>\$ 2,577,638</u></u>

<u>Risk Management</u>	<u>Data Processing</u>	<u>Vehicle Maintenance</u>	<u>Total</u>
\$ 750,492	\$ 1,146,940	\$ 2,071,050	\$ 7,336,579
53,903	--	88,504	144,247
<u>\$ 804,395</u>	<u>\$ 1,146,940</u>	<u>\$ 2,159,554</u>	<u>\$ 7,480,826</u>
\$ --	\$ 532,978	\$ 482,881	\$ 1,302,067
1,265,295	364,627	201,434	5,364,733
--	140,853	996,981	1,137,834
--	127,047	304,528	431,575
<u>\$ 1,265,295</u>	<u>\$ 1,165,505</u>	<u>\$ 1,985,824</u>	<u>\$ 8,236,209</u>
<u>\$ (460,900)</u>	<u>\$ (18,565)</u>	<u>\$ 173,730</u>	<u>\$ (755,383)</u>
\$ 70,168	\$ 30,165	\$ 64,106	\$ 310,507
--	--	4,300	4,300
--	--	(3,374)	(3,374)
<u>\$ 70,168</u>	<u>\$ 30,165</u>	<u>\$ 65,032</u>	<u>\$ 311,433</u>
<u>\$ (390,732)</u>	<u>\$ 11,600</u>	<u>\$ 238,762</u>	<u>\$ (443,950)</u>
\$ --	\$ --	\$ 103,736	\$ 496,489
--	--	--	--
<u>\$ --</u>	<u>\$ --</u>	<u>\$ 103,736</u>	<u>\$ 496,489</u>
\$ (390,732)	\$ 11,600	\$ 342,498	\$ 52,539
3,365,972	1,480,772	4,549,245	15,724,651
<u>\$ 2,975,240</u>	<u>\$ 1,492,372</u>	<u>\$ 4,891,743</u>	<u>\$ 15,777,190</u>

**City of Cedar Falls, Iowa**  
**Combining Statement of Cash Flows**  
**Internal Service Funds**  
**For the Year Ended June 30, 2020**

	Health Insurance	Health Insurance Severance
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Receipts from interfund services	\$ 2,969,375	\$ 147,024
Payments to suppliers	(3,595,901)	--
Payments to employees	--	(58,914)
Net cash provided by (used for) operating activities	\$ (626,526)	\$ 88,110
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>		
Transfers from other funds	\$ 392,753	\$ --
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>		
Net acquisition of property and equipment	\$ --	\$ --
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Interest received on investments	\$ 98,650	\$ --
Net increase (decrease) in cash	\$ (135,123)	\$ 88,110
CASH BALANCES, Beginning	4,271,727	251,395
CASH BALANCES, Ending	\$ 4,136,604	\$ 339,505
Reconciliation of operating income (loss) to net cash provided by (used for) operating activities:		
Operating income (loss)	\$ (516,150)	\$ 1,840
Adjustments to reconcile operating income (loss) to net cash provided by (used for) operating activities:		
Depreciation	--	--
(Increase) decrease in:		
Other receivables	(47,853)	--
Inventories	--	--
Increase (decrease) in accounts payable, accrued and other liabilities	(62,523)	86,270
(Increase) decrease in deferred outflows of resources	--	--
Increase (decrease) in deferred inflows of resources	--	--
Net cash provided by (used for) operating activities	\$ (626,526)	\$ 88,110

<u>Payroll</u>	<u>Risk Management</u>	<u>Data Processing</u>	<u>Vehicle Maintenance</u>	<u>Total</u>
\$ 350,870	\$ 750,492	\$ 1,146,940	\$ 2,071,050	\$ 7,435,751
--	(1,196,913)	(508,580)	(1,123,381)	(6,424,775)
(129,510)	--	(513,170)	(476,983)	(1,178,577)
<u>\$ 221,360</u>	<u>\$ (446,421)</u>	<u>\$ 125,190</u>	<u>\$ 470,686</u>	<u>\$ (167,601)</u>
<u>\$ --</u>	<u>\$ --</u>	<u>\$ --</u>	<u>\$ 103,736</u>	<u>\$ 496,489</u>
<u>\$ --</u>	<u>\$ --</u>	<u>\$ (116,278)</u>	<u>\$ (620,748)</u>	<u>\$ (737,026)</u>
<u>\$ 70,149</u>	<u>\$ 80,431</u>	<u>\$ 33,556</u>	<u>\$ 70,248</u>	<u>\$ 353,034</u>
<u>\$ 291,509</u>	<u>\$ (365,990)</u>	<u>\$ 42,468</u>	<u>\$ 23,922</u>	<u>\$ (55,104)</u>
<u>2,424,842</u>	<u>3,636,689</u>	<u>1,422,451</u>	<u>2,973,987</u>	<u>14,981,091</u>
<u><u>\$ 2,716,351</u></u>	<u><u>\$ 3,270,699</u></u>	<u><u>\$ 1,464,919</u></u>	<u><u>\$ 2,997,909</u></u>	<u><u>\$ 14,925,987</u></u>
\$ 64,662	\$ (460,900)	\$ (18,565)	\$ 173,730	\$ (755,383)
--	--	127,047	304,528	431,575
--	1,664	--	(2,729)	(48,918)
--	--	(755)	5,249	4,494
156,698	12,815	(14,612)	(28,789)	149,859
--	--	11,015	3,286	14,301
--	--	21,060	15,411	36,471
<u>\$ 221,360</u>	<u>\$ (446,421)</u>	<u>\$ 125,190</u>	<u>\$ 470,686</u>	<u>\$ (167,601)</u>

**City of Cedar Falls, Iowa**  
**Capital Assets Used in the Operation of Governmental Funds**  
**Comparative Schedules by Source\***  
**June 30, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Governmental fund capital assets:		
Land	\$ 43,116,319	\$ 43,116,319
Land improvements	20,632,281	13,450,424
Buildings	36,570,505	26,979,330
Machinery and equipment	13,322,649	12,407,466
Infrastructure	248,243,811	207,032,886
Construction in progress	19,176,657	60,284,297
Total governmental funds capital assets	<u>\$ 381,062,222</u>	<u>\$ 363,270,722</u>
Investments in governmental funds capital assets by source:		
General fund	\$ 22,814,493	\$ 22,335,042
Special revenue funds	81,616,831	74,672,857
Capital projects funds	233,325,432	223,458,567
Internal service	238,913	238,913
Donations	43,066,553	42,565,343
Total governmental funds capital assets	<u>\$ 381,062,222</u>	<u>\$ 363,270,722</u>

\* This schedule presents only the capital asset balances related to governmental funds. Accordingly, the capital assets reported in internal service funds are excluded from the above amounts. Generally, the capital assets of internal service funds are included as governmental activities in the statement of net position.



**City of Cedar Falls, Iowa**  
**Capital Assets Used in the Operation of Governmental Funds**  
**Schedule by Function and Activity \***  
**June 30, 2020**

Function and Activity	Land	Land Improvements	Buildings
Public Safety	\$ 12,500	\$ --	\$ 10,497,902
Public Works	751,051	2,648,128	1,582,334
Health & Social Services	151,494	89,596	5,873,537
Culture and Recreation	2,923,734	11,764,052	14,346,756
Community and Economic Development	39,223,639	6,130,505	11,500
General Government	53,901	--	4,258,476
	<u>\$ 43,116,319</u>	<u>\$ 20,632,281</u>	<u>\$ 36,570,505</u>

\* This schedule presents only the capital asset balances related to governmental funds. Accordingly, the capital assets reported in internal service funds are excluded from the above amounts. Generally, the capital assets of internal service funds are included as governmental activities in the statement of net position.

<u>Machinery and Equipment</u>	<u>Infrastructure</u>	<u>Construction in Progress</u>	<u>Total</u>
\$ 2,313,713	\$ --	\$ --	\$ 12,824,115
5,517,717	241,420,121	17,957,538	269,876,889
--	--	--	6,114,627
3,951,331	6,823,690	1,204,119	41,013,682
108,477	--	--	45,474,121
1,431,411	--	15,000	5,758,788
<u>\$ 13,322,649</u>	<u>\$ 248,243,811</u>	<u>\$ 19,176,657</u>	<u>\$ 381,062,222</u>

**City of Cedar Falls, Iowa**  
**Capital Assets Used in the Operation of Governmental Funds**  
**Schedule of Changes by Function and Activity \***  
**For the Fiscal Year Ended June 30, 2020**

	Governmental Funds Capital Assets July 1, 2019	Additions	Deletions	Governmental Funds Capital Assets June 30, 2020
Public Safety	\$ 12,360,197	\$ 10,092,136	\$ 9,628,218	\$ 12,824,115
Public Works	254,161,182	53,646,851	37,931,144	269,876,889
Health & Social Services	6,114,627	--	--	6,114,627
Culture and Recreation	39,984,612	1,801,907	772,837	41,013,682
Community and Economic Development	45,069,736	6,174,848	5,770,463	45,474,121
General Government	5,580,368	198,418	19,998	5,758,788
	<u>\$ 363,270,722</u>	<u>\$ 71,914,160</u>	<u>\$ 54,122,660</u>	<u>\$ 381,062,222</u>

\* This schedule presents only the capital asset balances related to governmental funds. Accordingly, the capital assets reported in internal service funds are excluded from the above amounts. Generally, the capital assets of internal service funds are included as governmental activities in the statement of net position.

**City of Cedar Falls, Iowa  
Statistical Section**

This part of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the city's overall financial health.

<u><b>Contents</b></u>	<u>Page</u>
<b>Financial Trends</b> These schedules contain trend information to help the reader understand how the city's financial performance and well-being have changed over time.	125
<b>Revenue Capacity</b> These schedules contain information to help the reader assess the city's most significant local revenue source, the property tax.	135
<b>Debt Capacity</b> These schedules present information to help the reader assess the affordability of the city's current levels of outstanding debt and the city's ability to issue additional debt in the future.	144
<b>Demographic and Economic Information</b> These schedules offer demographic and economic indicators to help the reader understand the environment within which the city's financial activities take place.	156
<b>Operating Information</b> These schedules contain service and infrastructure data to help the reader understand how the information in the city's financial report relates to the services the city provides and the activities it performs.	161

**Sources:** Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

**City of Cedar Falls, Iowa**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
**(Accrual basis of accounting)**

	Fiscal Year			
	2011	2012	2013	2014
Governmental activities				
Net investment in capital assets	\$ 145,480,365	\$ 151,130,097	\$ 155,314,591	\$ 162,409,906
Restricted	24,090,200	24,405,828	24,150,307	25,300,988
Unrestricted	50,939,288	50,704,056	54,888,657	57,227,282
Total governmental activities net position	<u>\$ 220,509,853</u>	<u>\$ 226,239,981</u>	<u>\$ 234,353,555</u>	<u>\$ 244,938,176</u>
Business-type activities				
Net investment in capital assets	\$ 52,510,319	\$ 70,328,202	\$ 79,677,940	\$ 77,467,033
Restricted	9,500	9,500	9,500	9,500
Unrestricted	6,728,884	(76,329)	(5,621,533)	(4,218,827)
Total business-type activities net position	<u>\$ 59,248,703</u>	<u>\$ 70,261,373</u>	<u>\$ 74,065,907</u>	<u>\$ 73,257,706</u>
Primary government				
Net investment in capital assets	\$ 197,990,684	\$ 221,458,299	\$ 234,992,531	\$ 239,876,939
Restricted	24,099,700	24,415,328	24,159,807	25,310,488
Unrestricted	57,668,172	50,627,727	49,267,124	53,008,455
Total primary government net position	<u>\$ 279,758,556</u>	<u>\$ 296,501,354</u>	<u>\$ 308,419,462</u>	<u>\$ 318,195,882</u>

Fiscal Year					
2015	2016	2017	2018	2019	2020
\$ 165,448,958	\$ 177,078,562	\$ 185,440,156	\$ 206,505,683	\$ 222,380,958	\$ 233,264,428
28,349,177	30,021,985	33,221,194	32,833,649	33,108,311	34,985,196
66,476,930	67,625,175	66,287,368	62,952,964	57,239,608	51,425,709
<u>\$ 260,275,065</u>	<u>\$ 274,725,722</u>	<u>\$ 284,948,718</u>	<u>\$ 302,292,296</u>	<u>\$ 312,728,877</u>	<u>\$ 319,675,333</u>
\$ 79,444,948	\$ 80,717,535	\$ 79,810,012	\$ 83,110,200	\$ 79,531,920	\$ 80,028,959
9,500	9,500	9,500	9,500	29,990	29,990
(6,100,653)	(4,631,127)	(2,265,218)	(1,699,735)	6,090,521	7,529,705
<u>\$ 73,353,795</u>	<u>\$ 76,095,908</u>	<u>\$ 77,554,294</u>	<u>\$ 81,419,965</u>	<u>\$ 85,652,431</u>	<u>\$ 87,588,654</u>
\$ 244,893,906	\$ 257,796,097	\$ 265,250,168	\$ 289,615,883	\$ 301,912,878	\$ 313,293,387
28,358,677	30,031,485	33,230,694	32,843,149	33,138,301	35,015,186
60,376,277	62,994,048	64,022,150	61,253,229	63,330,129	58,955,414
<u>\$ 333,628,860</u>	<u>\$ 350,821,630</u>	<u>\$ 362,503,012</u>	<u>\$ 383,712,261</u>	<u>\$ 398,381,308</u>	<u>\$ 407,263,987</u>

**City of Cedar Falls, Iowa**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(Accrual basis of accounting)**  
**(Page 1 of 2)**

	Fiscal Year			
	2011	2012	2013	2014
<b>Expenses</b>				
Governmental activities:				
Public safety	\$ 8,625,520	\$ 8,462,143	\$ 9,491,677	\$ 9,293,710
Public works	10,949,200	12,971,278	11,909,568	12,086,420
Health and social services	326,666	316,339	320,864	166,764
Culture and recreation	7,104,212	7,098,908	7,262,110	7,135,841
Community and economic development	7,291,549	7,815,848	8,357,058	5,134,158
General government	4,493,885	4,333,403	4,890,409	4,684,649
Debt service	551,543	452,378	228,173	183,339
Total governmental activities expenses	<u>39,342,575</u>	<u>41,450,297</u>	<u>42,459,859</u>	<u>38,684,881</u>
Business-type activities:				
Sewer	3,223,476	3,336,990	3,617,688	3,971,854
Refuse	2,537,735	2,492,305	2,770,264	2,960,082
Storm Water	693,075	722,991	728,713	835,029
Total business-type activities expenses	<u>6,454,286</u>	<u>6,552,286</u>	<u>7,116,665</u>	<u>7,766,965</u>
Total primary government expenses	<u>\$ 45,796,861</u>	<u>\$ 48,002,583</u>	<u>\$ 49,576,524</u>	<u>\$ 46,451,846</u>
<b>Program Revenues</b>				
Governmental activities:				
Charges for services:				
Public Safety	\$ 661,784	\$ 748,246	\$ 673,860	\$ 661,382
Public Works	217,172	199,648	204,592	179,494
Culture and Recreation	2,206,722	2,469,465	2,400,747	2,518,347
General Government	1,588,066	1,682,397	1,632,567	1,773,501
Operating grants and contributions	2,360,697	1,695,117	2,098,639	1,818,312
Capital grants and contributions	15,073,637	11,529,905	6,479,932	3,576,733
Total governmental activities program revenues	<u>22,108,078</u>	<u>18,324,778</u>	<u>13,490,337</u>	<u>10,527,769</u>
Business-type activities:				
Charges for services:				
Sewer	4,138,346	4,313,923	4,574,181	4,837,116
Refuse	3,318,008	3,328,306	2,996,396	3,139,016
Storm Water	806,364	826,986	890,893	831,083
Capital grants and contributions: sewer and storm water	460,559	140,450	577,411	689,285
Total business-type activities program revenues	<u>8,723,277</u>	<u>8,609,665</u>	<u>9,038,881</u>	<u>9,496,500</u>
Total primary government program revenues	<u>\$ 30,831,355</u>	<u>\$ 26,934,443</u>	<u>\$ 22,529,218</u>	<u>\$ 20,024,269</u>
<b>Net (Expense)/Revenues</b>				
Governmental activities	(17,234,497)	(23,125,519)	(28,969,522)	(28,157,112)
Business-type activities	2,268,991	2,057,379	1,922,216	1,729,535
Total primary government net expense	<u>\$ (14,965,506)</u>	<u>\$ (21,068,140)</u>	<u>\$ (27,047,306)</u>	<u>\$ (26,427,577)</u>

Fiscal Year					
2015	2016	2017	2018	2019	2020
\$ 9,285,835	\$ 9,720,423	\$ 10,499,099	\$ 11,516,205	\$ 12,234,454	\$ 14,356,978
12,301,197	11,782,921	12,901,482	11,932,088	16,064,779	14,178,454
279,734	276,202	308,406	273,186	173,198	357,404
7,560,018	7,679,626	7,751,904	8,726,607	7,852,080	8,149,827
5,661,653	5,747,990	7,625,932	4,033,621	4,443,144	4,226,474
4,319,945	3,855,419	3,924,362	4,049,880	4,333,051	4,664,011
166,377	157,356	178,344	135,621	180,268	192,876
<u>39,574,759</u>	<u>39,219,937</u>	<u>43,189,529</u>	<u>40,667,208</u>	<u>45,280,974</u>	<u>46,126,024</u>
4,702,339	4,822,038	4,613,456	4,653,292	4,816,390	5,162,985
2,744,057	2,829,990	2,876,394	2,972,968	3,052,989	3,134,596
1,000,434	925,595	866,931	946,045	983,487	1,037,946
<u>8,446,830</u>	<u>8,577,623</u>	<u>8,356,781</u>	<u>8,572,305</u>	<u>8,852,866</u>	<u>9,335,527</u>
<u>\$ 48,021,589</u>	<u>\$ 47,797,560</u>	<u>\$ 51,546,310</u>	<u>\$ 49,239,513</u>	<u>\$ 54,133,840</u>	<u>\$ 55,461,551</u>
\$ 640,025	\$ 620,779	\$ 607,903	\$ 640,663	\$ 655,542	\$ 577,351
174,750	179,815	168,952	171,855	165,923	161,405
2,226,514	2,501,785	2,197,303	1,919,584	1,929,337	1,296,689
1,547,812	2,009,261	1,750,177	1,893,538	1,680,208	1,509,577
1,502,835	1,911,261	2,136,947	2,714,799	1,607,195	1,919,605
1,628,293	3,055,296	1,652,967	7,928,276	5,583,625	2,968,418
<u>7,720,229</u>	<u>10,278,197</u>	<u>8,514,249</u>	<u>15,268,715</u>	<u>11,621,830</u>	<u>8,433,045</u>
5,067,148	5,279,521	5,629,724	6,272,882	6,625,335	6,903,473
2,855,267	2,910,356	2,899,428	3,031,163	2,930,917	2,915,458
830,501	937,310	883,849	1,037,731	947,035	1,093,448
731,471	1,034,068	897,429	1,173,269	259,676	390,852
<u>9,484,387</u>	<u>10,161,255</u>	<u>10,310,430</u>	<u>11,515,045</u>	<u>10,762,963</u>	<u>11,303,231</u>
<u>\$ 17,204,616</u>	<u>\$ 20,439,452</u>	<u>\$ 18,824,679</u>	<u>\$ 26,783,760</u>	<u>\$ 22,384,793</u>	<u>\$ 19,736,276</u>
(31,854,530)	(28,941,740)	(34,675,280)	(25,398,493)	(33,659,144)	(37,692,979)
1,037,557	1,583,632	1,953,649	2,942,740	1,910,097	1,967,704
<u>\$ (30,816,973)</u>	<u>\$ (27,358,108)</u>	<u>\$ (32,721,631)</u>	<u>\$ (22,455,753)</u>	<u>\$ (31,749,047)</u>	<u>\$ (35,725,275)</u>

(continued)



**City of Cedar Falls, Iowa**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
**(Accrual basis of accounting)**  
**(Page 2 of 2)**

	Fiscal Year			
	2011	2012	2013	2014
<b>General Revenues and Other Changes in Net Position</b>				
Governmental activities:				
General revenues:				
Property taxes and assessments	\$ 23,378,676	\$ 23,802,124	\$ 24,695,940	\$ 21,248,529
Other city taxes	5,291,546	5,754,706	5,544,604	6,036,891
Use of money and property	1,344,936	1,275,402	1,268,202	1,120,041
Intergovernmental	4,269,954	4,296,073	4,405,345	4,545,694
Miscellaneous	1,324,189	1,014,890	1,375,437	1,389,109
Gain on sale of assets	5,668	6,606	--	--
Utility contribution in lieu of taxes	1,575,010	1,625,000	1,637,000	1,725,000
Transfers	(5,771,627)	(8,919,154)	(1,843,432)	2,676,469
Total governmental activities	<u>31,418,352</u>	<u>28,855,647</u>	<u>37,083,096</u>	<u>38,741,733</u>
Business-type activities:				
General revenues:				
Property taxes and assessments	--	--	--	--
Use of money and property	37,934	36,137	38,886	44,547
Gain on Sale	--	--	--	--
Intergovernmental	--	--	--	94,186
Transfers	5,771,627	8,919,154	1,843,432	(2,676,469)
Total business-type activities	<u>5,809,561</u>	<u>8,955,291</u>	<u>1,882,318</u>	<u>(2,537,736)</u>
Total primary government	<u>\$ 37,227,913</u>	<u>\$ 37,810,938</u>	<u>\$ 38,965,414</u>	<u>\$ 36,203,997</u>
<b>Change in Net Position</b>				
Governmental activities	\$ 14,183,855	\$ 5,730,128	\$ 8,113,574	\$ 10,584,621
Business-type activities	8,078,552	11,012,670	3,804,534	(808,201)
Total primary government	<u>\$ 22,262,407</u>	<u>\$ 16,742,798</u>	<u>\$ 11,918,108</u>	<u>\$ 9,776,420</u>

(continued)

Fiscal Year					
2015	2016	2017	2018	2019	2020
\$ 25,096,699	\$ 24,991,769	\$ 25,646,096	\$ 24,249,414	\$ 24,620,658	\$ 24,367,797
5,935,675	5,820,244	5,931,730	5,709,246	6,115,363	6,106,725
1,187,617	1,252,423	1,302,082	1,743,242	2,491,989	2,386,435
25,400,155	6,503,056	6,386,056	6,208,882	6,493,435	6,650,002
844,766	1,616,773	1,538,658	2,802,838	3,021,477	1,658,073
--	3,864	2,615	878	--	--
3,402,949	4,175,000	3,402,500	3,430,000	3,296,714	3,058,657
(356,735)	(970,732)	688,539	(546,193)	(1,943,911)	411,746
<u>61,511,126</u>	<u>43,392,397</u>	<u>44,898,276</u>	<u>43,598,307</u>	<u>44,095,725</u>	<u>44,639,435</u>
--	--	--	--	--	--
50,802	69,673	111,583	208,958	383,387	380,265
--	--	--	--	(4,929)	--
88,596	118,076	81,693	167,780	--	--
<u>356,735</u>	<u>970,732</u>	<u>(688,539)</u>	<u>546,193</u>	<u>1,943,911</u>	<u>(411,746)</u>
<u>496,133</u>	<u>1,158,481</u>	<u>(495,263)</u>	<u>922,931</u>	<u>2,322,369</u>	<u>(31,481)</u>
<u>\$ 62,007,259</u>	<u>\$ 44,550,878</u>	<u>\$ 44,403,013</u>	<u>\$ 44,521,238</u>	<u>\$ 46,418,094</u>	<u>\$ 44,607,954</u>
\$ 29,656,596	\$ 14,450,657	\$ 10,222,996	\$ 18,199,814	\$ 10,436,581	\$ 6,946,456
1,533,690	2,742,113	1,458,386	3,865,671	4,232,466	1,936,223
<u>\$ 31,190,286</u>	<u>\$ 17,192,770</u>	<u>\$ 11,681,382</u>	<u>\$ 22,065,485</u>	<u>\$ 14,669,047</u>	<u>\$ 8,882,679</u>

**City of Cedar Falls, Iowa**  
**Fund Balances, Governmental Funds,**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year			
	2011	2012	2013	2014
General Fund				
Nonspendable	\$ 181,341	\$ 180,689	\$ 241,612	\$ 195,196
Assigned	1,445,007	1,722,948	1,817,084	2,205,244
Unassigned	6,498,932	7,045,817	6,978,807	7,333,349
Total general fund	<u>\$ 8,125,280</u>	<u>\$ 8,949,454</u>	<u>\$ 9,037,503</u>	<u>\$ 9,733,789</u>
All Other Governmental Funds				
Nonspendable	\$ 201,205	\$ 256,912	\$ 306,613	\$ 257,741
Restricted	27,037,209	25,892,197	25,435,109	26,920,959
Committed	15,697,718	16,145,534	16,551,115	17,029,200
Assigned	10,758,664	12,916,571	14,559,803	19,036,386
Unassigned	(2,840,288)	(4,343,889)	(1,193,291)	(5,580,797)
Total all other governmental funds	<u>\$ 50,854,508</u>	<u>\$ 50,867,325</u>	<u>\$ 55,659,349</u>	<u>\$ 57,663,489</u>

Fiscal Year					
2015	2016	2017	2018	2019	2020
\$ 183,922	\$ 164,808	\$ 119,165	\$ 100,909	\$ 93,692	\$ 122,878
2,277,562	2,589,832	2,909,366	2,904,712	3,124,973	3,002,643
7,603,109	8,401,303	8,672,595	9,105,204	9,359,241	9,467,412
<u>\$ 10,064,593</u>	<u>\$ 11,155,943</u>	<u>\$ 11,701,126</u>	<u>\$ 12,110,825</u>	<u>\$ 12,577,906</u>	<u>\$ 12,592,933</u>
\$ 562,516	\$ 678,404	\$ 441,642	\$ 338,774	\$ 275,261	\$ 452,032
28,101,815	29,490,897	34,254,079	32,228,803	32,919,628	34,676,365
17,408,842	17,820,657	18,129,245	18,514,062	19,013,400	19,318,484
42,072,607	37,461,720	33,011,377	35,726,036	31,223,347	34,220,780
(5,289,619)	(2,044,819)	--	(6,525,598)	(9,215,142)	(15,179,224)
<u>\$ 82,856,161</u>	<u>\$ 83,406,859</u>	<u>\$ 85,836,343</u>	<u>\$ 80,282,077</u>	<u>\$ 74,216,494</u>	<u>\$ 73,488,437</u>

**City of Cedar Falls, Iowa**  
**Changes in Fund Balances, Governmental Funds,**  
**Last Ten Fiscal Years**  
**(modified accrual basis of accounting)**

	Fiscal Year			
	2011	2012	2013	2014
<b>Revenues:</b>				
Property taxes and assessments	\$ 23,378,676	\$ 23,766,846	\$ 24,696,783	\$ 21,244,190
Other city taxes	5,282,406	5,755,920	5,519,022	5,995,505
Licenses and permits	1,093,024	1,162,401	1,076,186	1,197,723
Use of money and property	1,344,936	1,275,402	1,268,202	1,120,040
Intergovernmental	21,764,416	18,920,930	12,599,954	8,688,760
Charges for services	3,179,755	3,507,339	3,386,415	3,542,072
Fines and forfeitures	400,965	430,016	449,165	392,928
Miscellaneous	1,370,497	1,052,265	1,358,192	1,400,551
Utility contribution in lieu of taxes	1,575,010	1,625,000	1,637,000	1,725,000
Total revenues	<u>\$ 59,389,685</u>	<u>\$ 57,496,119</u>	<u>\$ 51,990,919</u>	<u>\$ 45,306,769</u>
<b>Expenditures:</b>				
<b>Current:</b>				
Public safety	\$ 8,155,206	\$ 8,375,158	\$ 8,999,942	\$ 9,188,529
Public works	9,027,992	10,810,336	10,089,252	9,325,749
Health and social services	178,084	167,759	172,284	18,184
Culture and recreation	6,557,554	6,410,049	6,449,626	6,130,462
Community and economic development	2,602,604	2,447,212	2,646,490	2,351,253
General government	4,316,949	4,775,981	4,684,063	4,592,138
<b>Debt service</b>				
Principal	3,235,000	3,415,000	2,685,000	2,775,000
Interest	596,048	503,383	271,009	216,208
Capital projects	20,000,053	11,390,660	9,544,629	10,593,247
Total expenditures	<u>\$ 54,669,490</u>	<u>\$ 48,295,538</u>	<u>\$ 45,542,295</u>	<u>\$ 45,190,770</u>
Excess (deficiency) of revenues over (under) expenditures	<u>\$ 4,720,195</u>	<u>\$ 9,200,581</u>	<u>\$ 6,448,624</u>	<u>\$ 115,999</u>
<b>Other financing sources (uses):</b>				
Issuance of long-term debt	\$ --	\$ --	\$ --	\$ --
Premium on long-term debt	--	--	--	--
Issuance of refunding debt	--	3,320,000	--	--
Discount on long-term debt	--	(8,300)	--	--
Payments on refunding bonds	--	(3,285,000)	--	--
Transfers in	9,806,376	11,275,219	13,297,694	12,547,589
Transfers out	(15,504,674)	(19,720,563)	(14,976,869)	(9,867,874)
Proceeds from long-term debt	--	--	--	--
Premium on long-term debt	--	--	--	--
Total other financing sources (uses)	<u>\$ (5,698,298)</u>	<u>\$ (8,418,644)</u>	<u>\$ (1,679,175)</u>	<u>\$ 2,679,715</u>
Net change in fund balances	<u>\$ (978,103)</u>	<u>\$ 781,937</u>	<u>\$ 4,769,449</u>	<u>\$ 2,795,714</u>
Debt service as a percentage of noncapital expenditures	10.7%	10.2%	8.0%	8.9%

Fiscal Year					
2015	2016	2017	2018	2019	2020
\$ 25,099,620	\$ 24,996,361	\$ 25,647,323	\$ 24,193,934	\$ 24,602,616	\$ 24,332,248
6,156,049	5,574,659	6,177,313	5,709,246	6,115,363	6,106,725
967,488	1,413,196	1,164,442	1,302,864	1,089,244	932,121
1,187,617	1,252,423	1,302,082	1,743,242	2,491,989	2,386,435
27,494,197	9,556,156	8,383,167	13,890,953	13,389,635	10,625,228
3,329,061	3,613,510	3,286,820	3,008,403	3,043,384	2,296,459
292,551	284,934	273,073	314,373	297,455	316,928
1,154,586	1,598,216	1,533,555	2,813,716	3,025,774	3,356,248
3,402,949	4,175,000	3,402,500	3,430,000	3,296,714	3,058,657
<u>\$ 69,084,118</u>	<u>\$ 52,464,455</u>	<u>\$ 51,170,275</u>	<u>\$ 56,406,731</u>	<u>\$ 57,352,174</u>	<u>\$ 53,411,049</u>
\$ 9,736,872	\$ 9,888,523	\$ 9,916,019	\$ 10,903,573	\$ 11,815,792	\$ 12,410,312
10,078,273	9,762,190	8,526,896	8,454,750	12,705,220	13,995,394
150,853	127,222	159,428	124,208	24,220	208,424
6,949,450	6,868,429	6,735,547	7,340,139	7,070,254	7,030,973
2,529,858	2,486,183	2,462,130	2,428,537	2,641,619	2,542,366
3,376,609	3,700,513	3,720,389	3,914,637	4,053,737	4,566,065
1,040,000	1,070,000	1,585,000	1,420,000	820,000	1,580,000
156,875	148,071	175,387	138,445	208,823	227,753
9,106,571	15,604,458	18,103,067	26,142,521	24,723,513	11,684,006
<u>\$ 43,125,361</u>	<u>\$ 49,655,589</u>	<u>\$ 51,383,863</u>	<u>\$ 60,866,810</u>	<u>\$ 64,063,178</u>	<u>\$ 54,245,293</u>
<u>\$ 25,958,757</u>	<u>\$ 2,808,866</u>	<u>\$ (213,588)</u>	<u>\$ (4,460,079)</u>	<u>\$ (6,711,004)</u>	<u>\$ (834,244)</u>
\$ --	\$ --	\$ --	\$ --	\$ --	\$ --
--	--	--	--	--	--
--	--	--	--	--	--
--	--	--	--	--	--
10,234,634	11,283,281	12,904,934	12,436,705	6,216,554	9,944,010
(10,863,417)	(12,571,873)	(12,415,212)	(13,060,066)	(8,187,149)	(10,028,753)
--	--	2,865,000	--	2,860,000	--
--	--	100,938	--	293,827	--
<u>\$ (628,783)</u>	<u>\$ (1,288,592)</u>	<u>\$ 3,455,660</u>	<u>\$ (623,361)</u>	<u>\$ 1,183,232</u>	<u>\$ (84,743)</u>
<u>\$ 25,329,974</u>	<u>\$ 1,520,274</u>	<u>\$ 3,242,072</u>	<u>\$ (5,083,440)</u>	<u>\$ (5,527,772)</u>	<u>\$ (918,987)</u>
3.5%	3.9%	5.0%	4.9%	2.7%	5.0%

**City of Cedar Falls, Iowa**  
**Assessed and Taxable Value of Property**  
**Last Ten Fiscal Years**  
**(Unaudited)**

Levy Year	For Fiscal Year Ending June 30,	Real and Personal Property			
		Regular		Agricultural Land	
		Taxable Value	Assessed Value	Taxable Value	Assessed Value
2010	2011	\$ 1,185,969,161	\$ 2,393,911,221	\$ 5,381,329	\$ 8,196,740
2011	2012	1,254,821,347	2,450,027,899	5,572,605	8,292,560
2012	2013	1,393,511,204	2,608,407,333	5,671,067	9,912,510
2013	2014	1,622,862,335	2,640,558,870	5,918,449	9,875,030
2014	2015	1,490,616,188	2,715,410,009	6,002,443	13,830,630
2015	2016	1,509,722,828	2,756,113,698	5,886,712	13,291,670
2016	2017	1,569,292,287	2,885,206,578	5,807,960	12,647,630
2017	2018	1,750,040,895	2,953,263,263	5,934,726	12,590,920
2018	2019	1,832,652,499	3,088,676,312	6,010,597	11,088,970
2019	2020	1,950,451,511	3,185,180,555	5,961,927	10,667,730

Source: Black Hawk County Auditor's Office.

**Note:** Property in the city is reassessed every other year. Tax rates are per \$1,000 of assessed value.

Total		Total Taxable Value as a Percentage of Assessed Value	Total Direct Tax Rate
Taxable Value	Assessed Value		
\$ 1,191,350,490	\$ 2,402,107,961	49.60 %	\$ 12.99252
1,260,393,952	2,458,320,459	51.27	12.86369
1,399,182,271	2,618,319,843	53.44	12.20300
1,628,780,784	2,650,433,900	61.45	12.02123
1,496,618,631	2,729,240,639	54.84	11.81029
1,515,609,540	2,769,405,368	54.73	11.52796
1,575,100,247	2,897,854,208	54.35	11.21967
1,755,975,621	2,965,854,183	59.21	11.13476
1,838,663,096	3,099,765,282	59.32	11.22169
1,956,413,438	3,195,848,285	61.22	10.95250



**City of Cedar Falls, Iowa**  
**Property Tax Rates**  
**Direct and Overlapping Governments**  
**Last Ten Fiscal Years**  
**(Unaudited)**

Fiscal Year	City of Cedar Falls			Overlapping Rates		
	Operating Millage	Debt Service	Total City Millage	Operating Millage	Debt Service	Total County Millage
2011	\$ 11.81700	\$ 1.17552	\$ 12.99252	\$ 6.22972	\$ 0.44212	\$ 6.67184
2012	11.79924	1.06445	12.86369	5.92415	0.67322	6.59737
2013	11.68479	0.51821	12.20300	5.59849	0.64144	6.23993
2014	11.45923	0.56200	12.02123	5.39234	0.62882	6.02116
2015	11.21478	0.59551	11.81029	5.52447	0.59472	6.11919
2016	10.93601	0.59195	11.52796	5.43985	1.30832	6.74817
2017	10.64440	0.57527	11.21967	5.48507	0.9607	6.44577
2018	10.57557	0.55919	11.13476	5.60805	0.80702	6.41507
2019	10.95686	0.26483	11.22169	5.96158	0.73145	6.69303
2020	10.52103	0.43147	10.95250	5.72918	0.57445	6.30363

Source: Department of Management website

**Note:** The city's general fund maximum property tax rate may only be \$8.10 per \$1,000 of valuation. The remaining portion of the operating rate and the rate for debt service are set based on each year's requirements.

Overlapping Rates

Schools				
Operating Millage	Debt Service	Total School Millage	Other	Total
\$ 14.15215	\$ --	\$ 14.15215	\$ 1.38794	\$ 35.20445
13.78651	--	13.78651	1.28109	34.52866
13.37802	--	13.37802	1.33770	33.15865
12.82531	--	12.82531	1.36950	32.23720
12.78447	--	12.78447	1.35851	32.07246
12.44447	--	12.44447	1.34988	32.07048
12.76973	--	12.76973	1.33315	31.76832
13.08480	1.18791	14.27271	1.33495	33.15749
12.78534	1.16160	13.94694	1.36344	33.22510
12.72483	1.12129	13.84612	1.43491	32.53716

**City of Cedar Falls, Iowa  
Principal Property Taxpayers  
Current Year and Nine Years Ago**

Taxpayer	2011		
	Assessed Valuation for Fiscal Year 2010 - 2011	Rank	Percentage of Total Assessed Valuation
Target Corporation	\$ 79,790,620	1	3.32 %
Goldenstar Apartments, LLP	--	--	--
Tailwind Cedar Falls, LLC	--	--	--
Midland Tarkenton, LLC	--	--	--
WB CF Assoc LTD Partners	10,682,000	5	0.44
Walmart Re Business Trust	9,690,220	7	0.40
Prime RE 2, LLC	--	--	--
Martin Realty Company, LLC	--	--	--
Menard, Inc.	--	--	--
Cedar Falls Investments, LLC	10,315,240	6	0.43
College Square Mall Assoc. LLC	32,775,230	2	1.36
R and N Investments	14,048,770	3	0.58
Standard Distribution Co.	9,141,980	8	0.38
Cedar Properties	7,733,930	9	0.32
Gold Falls Villa Apart LLC	7,582,600	10	0.32
Twenty Seventh Street Assoc, LLC	12,971,000	4	0.54
	<u>\$ 194,731,590</u>		<u>8.09 %</u>

Source: Black Hawk County

2020

Assessed Valuation for Fiscal Year 2019 - 2020	Rank	Percentage of Total Assessed Valuation
\$ 68,928,560	1	2.16 %
17,631,980	2	0.55
15,607,620	3	0.49
15,588,100	4	0.49
15,475,490	5	0.48
14,046,930	6	0.44
13,748,500	7	0.43
12,022,130	8	0.38
11,808,760	9	0.37
11,643,500	10	0.36
--	--	--
--	--	--
--	--	--
--	--	--
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--	--	--
<hr/>		<hr/>
\$ 196,501,570		6.15 %

**City of Cedar Falls, Iowa**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**  
**(Unaudited)**

Levy Year	For Fiscal Year Ending June 30,	Total Tax Levy	Current Tax Collection	Percentage of Current Taxes Collected	Delinquent Tax Collections
2010	2011	\$ 15,871,931	\$ 15,850,623	99.87 %	\$ 7,350
2011	2012	16,552,835	16,576,996	100.15	15,223
2012	2013	17,287,168	17,091,764	98.87	3,967
2013	2014	19,694,615	19,537,939	99.20	16,281
2014	2015	17,900,282	17,785,682	99.36	14,266
2015	2016	17,701,404	17,595,907	99.40	18,813
2016	2017	17,905,235	17,845,396	99.67	16,461
2017	2018	19,754,527	19,692,802	99.69	31,669
2018	2019	20,871,551	20,801,947	99.67	18,133
2019	2020	21,678,667	21,252,580	98.03	5,148

Source: Black Hawk County Auditor's Office.

Total Tax Collections	Total Tax Collections as a Percentage of Total Tax Levy	Outstanding Delinquent & Deferred Taxes	Delinquent Taxes as a Percentage of Total Tax Levy
\$ 15,857,973	99.91 %	\$ 38,380	0.24 %
16,592,219	100.24	22,693	0.14
17,095,731	98.89	25,924	0.15
19,554,220	99.29	14,435	0.07
17,799,948	99.44	18,813	0.11
17,614,720	99.51	16,461	0.09
17,861,857	99.76	31,669	0.18
19,724,471	99.85	18,133	0.09
20,820,080	99.75	21,886	0.10
21,257,728	98.06	426,609	1.97

**City of Cedar Falls, Iowa**  
**1/1/2019 VALUATIONS (Taxes Payable July 1, 2020 to June 30, 2021)**

	<u>100% Actual Value</u>	<u>Taxable Value (with Rollback)</u>
Residential	\$ 2,540,626,957	\$ 1,397,795,292
Commercial	520,106,304	464,764,342
Industrial	35,102,230	29,563,092
Multi-Residential	96,474,406	68,733,376
Railroad	1,950,181	1,755,163
Utilities	3,982,878	3,982,878
Gross Valuation	\$ 3,198,242,956	\$ 1,966,594,143
Less military exemption	(2,874,304)	(2,874,304)
Net Valuation	\$ 3,195,368,652	\$ 1,963,719,839
TIF increment (used to compute debt services levies and constitutional debt limit)	\$ 154,030,997 <sup>1</sup>	\$ 138,806,175 <sup>1</sup>
Taxes separately		
Ag. Land	\$ 6,915,180	\$ 5,634,712
Ag. Buildings	\$ 402,650	\$ 328,094
Utilities - Gas & Electric	\$ 60,450,915	\$ 4,337,847

<sup>1</sup> TIF Increment is reduced by \$55,560 of military exemption

**2019 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY<sup>1</sup>**

	<u>Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$ 1,397,795,292	70.92%
Commercial, Industrial & Utility	498,310,312	25.28%
Multi-Residential	68,733,376	3.49%
Gas & Electric Utilities	4,337,847	0.22%
Railroad	1,755,163	0.09%
Total Gross Taxable Valuation	\$ 1,970,931,990	100.00%

<sup>1</sup>Excludes Taxable TIF Increment, Ag. Land and Ag. Buildings

**City of Cedar Falls, Iowa**  
**Ratios of Outstanding Debt by Type**  
**Last Ten Fiscal Years**

Fiscal Year	Governmental Activities		Business-Type Activities		Total Primary Government
	General Obligation Bonds/Notes	Tax Increment Financing Bonds/Notes General Obligation	General Obligation Bonds/Notes	Revenue Debt	
2011	\$ 12,671,792	\$ 2,095,682	\$ 4,136,629	--	\$ 18,904,103
2012	10,168,719	1,176,781	3,553,231	210,640	15,109,371
2013	8,024,356	597,880	2,942,333	210,640	11,775,209
2014	5,819,312	--	2,311,436	6,744,000	14,874,748
2015	4,790,677	--	1,650,539	6,482,000	12,923,216
2016	3,732,042	--	979,548	6,211,000	10,922,590
2017	5,114,251	--	7,381,807	5,932,000	18,428,058
2018	3,694,466	--	6,314,350	5,644,000	15,652,816
2019	5,990,868	--	8,884,201	5,346,000	20,221,069
2020	4,380,624	--	7,997,623	5,038,000	17,416,247

**Note:** Details regarding the city's outstanding debt can be found in the notes to the financial statements.

Amounts presented are net of discounts, premiums, and adjustments.

<sup>1</sup> Population and personal income data can be found on page 156.



<u>Percentage of Personal Income<sup>1</sup></u>	<u>Per Capita<sup>1</sup></u>
1.32 %	\$ 482
1.04	385
0.77	300
0.92	379
0.79	329
0.68	278
1.13	469
0.95	399
1.19	515
0.96	444

**City of Cedar Falls, Iowa**  
**Ratios of General Bonded Debt Outstanding**  
**Last Ten Fiscal Years**

Fiscal Year	General Obligation Debt <sup>1</sup>	Less: Amount Available in Debt Service Fund <sup>2</sup>	Total	Taxable Value of Property
2011	\$ 18,904,103	\$ 253,904	\$ 18,650,199	\$ 1,191,350,490
2012	14,898,731	261,876	14,636,855	1,260,393,952
2013	11,564,569	318,846	11,245,723	1,399,182,271
2014	8,130,748	416,912	7,713,836	1,628,780,784
2015	6,441,216	431,704	6,009,512	1,496,618,631
2016	4,711,590	466,400	4,245,190	1,515,609,540
2017	12,496,058	496,385	11,999,673	1,575,100,247
2018	10,008,816	538,318	9,470,498	1,755,975,621
2019	14,875,069	530,935	14,344,134	1,838,663,096
2020	12,378,247	647,822	11,730,425	1,956,413,438

**Note:** Details regarding the city's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup> Includes only general obligation debt supported by property tax dollars.

<sup>2</sup> This is the amount restricted for debt service payments.

<u>Percentage Taxable Value of Property</u>	<u>Assessed Value of Property</u>	<u>Percentage Assessed Value of Property</u>	<u>Per Capita</u>
1.57 %	\$ 2,402,107,961	0.78 %	\$ 475.04
1.16	2,458,320,459	0.60	372.82
0.80	2,618,319,843	0.43	286.44
0.47	2,650,433,900	0.29	196.48
0.40	2,729,240,639	0.22	153.07
0.28	2,769,405,368	0.15	108.13
0.76	2,897,854,208	0.41	305.65
0.54	2,965,854,183	0.32	241.23
0.78	3,099,765,282	0.46	365.36
0.60	3,195,848,285	0.37	298.79

**City of Cedar Falls, Iowa  
Direct and Overlapping Debt  
As of June 30, 2020**

<u>Jurisdiction</u>	<u>Net General Obligation Debt Outstanding</u>	<u>Percentage Applicable to City <sup>1</sup></u>	<u>Amount Applicable to Government</u>
Direct, City of Cedar Falls, Iowa	\$ <u>4,380,624</u>	100.00 %	\$ <u>4,380,624</u>
Overlapping:			
Black Hawk County	\$ 19,275,000	34.69	\$ 6,686,498
Cedar Falls Public School District	28,220,000	92.48	26,097,856
Area VII Hawkeye Community College	<u>3,860,000</u>	19.95	<u>770,070</u>
Total Overlapping	\$ <u>51,355,000</u>		\$ <u>33,554,424</u>
Total	\$ <u><u>55,735,624</u></u>		\$ <u><u>37,935,048</u></u>

Source: Black Hawk County Auditor

**Note:** Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the city. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Cedar Falls. This process recognizes that, when considering the city's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

<sup>1</sup>. The percentage of overlapping debt applicable is estimated using net taxable property values. Applicable percentages were estimated by determining the portion of the County's net value that is within the government's boundaries and dividing it by the county's total value.

**City of Cedar Falls, Iowa  
Legal Debt Margin Information  
Last Ten Fiscal Years**

	2012	2013	2014	2015	2016
Debt Limit	\$ 125,016,901	\$ 132,967,511	\$ 134,876,517	\$ 134,876,517	\$ 139,586,122
Total net debt applicable to limit	16,660,000	13,205,000	9,640,000	9,640,000	7,770,000
Legal debt margin	<u>\$ 108,356,901</u>	<u>\$ 119,762,511</u>	<u>\$ 125,236,517</u>	<u>\$ 125,236,517</u>	<u>\$ 131,816,122</u>
Total net debt applicable to the limit as a percentage of of debt limit	13.33%	9.93%	7.15%	7.15%	5.57%

**Note:** Under Iowa code, the city's outstanding general obligation debt should not exceed 5 percent of total assessed property value.

2017	2018	2019	2020	2021
\$ 142,421,126	\$ 149,224,259	\$ 151,911,983	\$ 158,343,489	\$ 163,389,318
5,920,000	13,270,000	9,740,000	14,085,000	11,670,000
<u>\$ 136,501,126</u>	<u>\$ 135,954,259</u>	<u>\$ 142,171,983</u>	<u>\$ 144,258,489</u>	<u>\$ 151,719,318</u>

4.16%                      8.89%                      6.41%                      8.90%                      7.14%

**Legal Debt Margin Calculation for Fiscal Year 2021**

Estimated actual valuation	<u>\$ 3,267,786,354</u>
Debt limit - 5% of total actual valuation	\$ 163,389,318
Debt applicable to debt limit:	
General obligation bonds	11,670,000
	<hr/>
Legal debt margin	<u>\$ 151,719,318</u>

**City of Cedar Falls, Iowa  
Revenue Bond Coverage  
Sewer Authority  
Last Ten Fiscal Years**

Fiscal Year	Gross Revenues	Less: Operating Expenses <sup>1</sup>	Net Revenue Available for Debt Service	Debt Service Requirements <sup>2</sup>	
				Principal	Interest
2011	\$ 4,162,150	\$ 2,113,283	\$ 2,048,867	\$ --	\$ --
2012	4,333,859	1,902,799	2,431,060	--	5,108
2013	4,596,372	2,254,091	2,342,281	--	6,319
2014	4,859,057	2,364,332	2,494,725	254,104	83,016
2015	5,092,146	2,415,557	2,676,589	262,000	219,180
2016	5,314,436	2,532,407	2,782,029	271,000	210,665
2017	5,684,591	2,350,527	3,334,064	279,000	201,858
2018	6,388,963	2,449,219	3,939,744	288,000	192,790
2019	6,834,297	2,449,833	4,384,464	298,000	183,430
2020	7,109,700	2,709,620	4,400,080	308,000	173,745

**Note:** Details regarding the city's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup> Net of depreciation, interest, and debt service transfers.

<sup>2</sup> Includes principal and interest of revenue bonds only.

Debt Service  
Requirements<sup>2</sup>

	<u>Total</u>	<u>Coverage</u>
\$	--	--
	5,108	475.93
	6,319	370.67
	337,120	7.40
	481,180	5.56
	481,665	5.78
	480,858	6.93
	480,790	8.19
	481,430	9.11
	481,745	9.13



**City of Cedar Falls, Iowa**  
**Sales History and Total Sewer Charges**  
**Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Water Sales (CCF)</u>	<u>Sewer Charges</u>
2010 - 11	1,664,689	4,735,783
2011 - 12	1,750,015	4,953,584
2012 - 13	1,826,789	5,238,056
2013 - 14	1,759,171	5,501,090
2014 - 15	1,615,619	5,714,250
2015 - 16	1,611,698	5,916,770
2016 - 17	1,586,115	6,405,359
2017 - 18	1,689,591	6,917,743
2018 - 19	1,480,978	7,412,276
2019 - 20	1,505,465	7,712,692

Source: Cedar Falls Utilities

**City of Cedar Falls, Iowa  
Water Meter by Rate Class  
Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Government</u>	<u>Other</u>	<u>Total</u>
2011	11,814	991	33	200	3	13,041
2012	11,957	995	33	208	3	13,196
2013	12,328	1,002	32	211	3	13,576
2014	12,313	1,024	33	213	3	13,586
2015	12,154	1,403	33	173	3	13,766
2016	12,238	1,423	31	206	3	13,901
2017	12,453	1,454	35	209	3	14,154
2018	12,702	1,460	36	211	3	14,412
2019	12,983	1,528	36	194	3	14,744
2020	13,042	1,525	36	193	3	14,799

Source: Cedar Falls Utilities

**City of Cedar Falls, Iowa  
Largest Sewer Customers  
Fiscal Year 2020**

Customer		Water Sales (CCF)	Percent of Total Water Sales		Sewer Charges	Percent of Total Sewer Charges
University of Northern Iowa	1	53,285	3.54 %	\$	234,188	3.04 %
Western Home Communities	2	24,201	1.61		151,559	1.97
Country Terrace MHP LLC-700 W Ridgeway	3	19,429	1.29		122,705	1.59
Target Corporation	4	15,477	1.03		81,073	1.05
Gold Falls Villa Apts.	5	6,855	0.46		64,400	0.83
Clark Enterprises, LLC	6	4,137	0.27		49,945	0.65
Newaldaya Lifescapes	7	7,785	0.52		42,410	0.55
CF Schools	8	8,313	0.55		41,584	0.54
Park @ Nine 23 Apts II	9	5,062	0.34		39,741	0.52
Metokote Corporation	10	9,927	0.66		38,961	0.51
Happy Hippo Car Wash, LLC	11	8,653	0.57		33,530	0.43
Sartori Mem Hospital, Inc.	12	8,320	0.55		31,187	0.40
Total 2020 CCF		1,505,465				
Total 2020 Sewer Billings					\$7,712,692	

Source: Cedar Falls Utilities, Finance Dept. special IS report

**City of Cedar Falls, Iowa**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

<u>Year</u>	<u>Population</u>	<u>Personal Income</u>	<u>Per Capita Personal Income<sup>1</sup></u>	<u>Median Age</u>	<u>School Enrollment</u>	<u>Unemployment Rate</u>
2011	39,260	\$ 1,428,121,760	\$ 36,376	26.8	4,645	5.9
2012	39,260	1,448,811,780	36,903	26.8	5,068	3.8
2013	39,260	1,538,795,700	39,195	26.8	5,121	3.5
2014	39,260	1,622,969,140	41,339	26.8	5,151	3.1
2015	39,260	1,639,850,940	41,769	26.5	5,151	4.8
2016	39,260	1,617,197,920	41,192	26.5	5,300	4.9
2017	39,260	1,628,426,280	41,478	27.1	5,486	4.0
2018	39,260	1,648,213,320	41,982	26.9	5,479	2.0
2019	39,260	1,705,925,520	43,452	26.6	5,320	2.3
2020	39,260	1,808,433,380	46,063	26.9	5,451	1.9

Sources: Population provided by the US Census Bureau. School enrollment is supplied by the Cedar Falls Board of Education. Unemployment data provided by the Iowa Workforce.

**Note:** Population and median age information are based on surveys conducted during the last quarter of the calendar year. Personal income information is a total for the year. Unemployment rate information is an adjusted yearly average. School enrollment is based on the census at the start of the school year.

<sup>1</sup> Per Capita Income is based on Metropolitan Waterloo/Cedar Falls and based on figures from Bureau of Economic Analysis.

Beginning in 2015 the Unemployment rate is based on the Metropolitan Waterloo/Cedar Falls area.

**City of Cedar Falls, Iowa  
Principal Employers  
Current Year and Nine Years Ago**

Employees	2011		
	Number of Employees <sup>1</sup>	Rank	Percentage of Total City Employment
John Deere Product Engineer Center <sup>2</sup>	5,300	1	22.75%
Wheaton Franciscan Healthcare <sup>2</sup>	3,018	2	12.95%
University of Northern Iowa	1,850	3	7.94%
Hy-Vee Food Stores <sup>2</sup>	1,121	4	4.81%
Target Distribution	475	10	2.04%
CBE Groiup	--	--	--
Cedar Falls Community School District	652	7	2.80%
The Western Home	--	--	--
Area Education Agency 267	1,110	5	4.76%
Martin Brothers Distributing Co., Inc	--	--	--
Viking Pump Inc, Unit of Index Corp.	480	9	2.06%
City of Cedar Falls/Municipal Utilities	533	8	2.29%
Wal-Mart Super Center <sup>2</sup>	755	6	3.24%
<b>Total</b>	<b>15,294</b>		<b>65.64%</b>

Source: Cedar Valley Alliance website

<sup>1</sup> Number of employees includes all full-time, part-time and seasonal employees.

<sup>2</sup> Number of employees includes multiple locations in both Cedar Falls and Waterloo.

2020		
<u>Number of Employees<sup>1</sup></u>	<u>Rank</u>	<u>Percentage of Total City Employment</u>
5,500	1	23.21%
2,893	2	12.21%
1,819	3	7.68%
1,719	4	7.25%
950	5	4.01%
900	6	3.80%
752	7	3.17%
668	8	2.82%
605	9	2.55%
600	10	2.53%
--	--	--
--	--	--
--	--	--
16,406		69.22%

**City of Cedar Falls, Iowa**  
**Full-Time Equivalent City Government Employees by Function/Department**  
**Last Ten Fiscal Years**

	Full-Time Equivalent Employees as of June 30			
	2011	2012	2013	2014
Public Safety				
Police	51.74	50.87	50.77	49.03
Fire	33.80	33.80	35.20	35.83
Inspection Services	7.40	7.40	9.30	8.23
Public Works				
Streets	21.56	22.26	22.06	22.32
Parking	3.61	3.61	3.81	2.14
Engineering	11.42	11.42	11.52	10.52
Culture and Recreation				
Municipal Operations & Programs Admin.	2.25	2.25	2.25	2.25
Cultural Services	8.48	8.50	8.52	8.37
Cemetery	4.60	4.60	4.60	4.45
Golf	5.00	5.00	5.00	4.93
Parks	20.65	20.65	21.45	17.66
Recreation	35.26	35.26	35.26	35.59
Library	17.73	18.56	19.84	20.76
Senior Services	0.78	0.78	0.78	0.15
Visitor & Tourism	3.20	3.20	3.20	3.18
Community & Economic Development				
Community Development Admin.	1.50	1.50	1.50	1.50
Economic Development	2.00	2.12	2.02	2.09
Planning & Community Services	3.68	3.68	3.68	3.67
Block Grant	1.67	1.69	1.79	1.40
Housing Vouchers	1.87	1.92	1.93	1.49
General Government				
Mayor's Office	1.50	1.50	1.50	1.10
Administration	1.50	1.50	1.50	1.00
Financial Services	6.45	6.45	5.95	5.58
Legal Services	3.00	3.00	3.00	2.00
Public Records	3.70	3.70	4.10	3.95
Cable TV	4.50	4.50	4.50	5.00
Print Shop	1.00	1.00	1.00	1.00
Public Buildings	15.84	15.84	15.84	14.61
Internal Service				
Information Systems	4.00	4.00	4.00	4.00
Vehicle Maintenance	6.10	6.10	6.10	7.68
Sewer	18.38	18.38	18.38	17.98
Refuse	22.35	21.35	21.35	19.41
Storm Water	4.30	4.30	4.30	4.30
Total	330.82	330.69	335.98	323.17

Source: City's Financial Plans

Full-Time Equivalent Employees as of June 30

2015	2016	2017	2018	2019	2020
46.75	47.19	47.19	48.22	55.72	61.43
34.86	34.86	33.06	30.41	28.51	25.51
7.50	7.50	7.50	7.50	8.84	10.05
24.10	24.10	24.10	24.10	24.10	24.65
1.97	1.97	1.97	2.00	2.05	3.55
10.45	10.45	10.45	12.73	14.07	13.08
1.75	1.75	1.65	1.65	1.65	1.65
8.85	8.85	7.61	7.36	6.70	7.43
4.45	4.45	4.45	4.45	6.45	5.45
4.93	4.93	4.93	0.75	0.38	0.00
17.41	17.41	17.41	16.61	17.11	16.98
34.59	34.59	34.59	33.96	33.96	34.23
20.96	20.96	21.74	21.48	22.93	23.97
0.15	0.15	0.15	0.15	0.15	1.40
3.28	3.28	3.28	3.28	3.91	4.91
1.25	1.25	1.25	1.17	1.17	1.16
0.00	0.00	0.00	0.00	0.00	0.00
6.08	6.08	6.08	5.98	5.93	4.55
1.13	1.13	1.13	0.43	0.45	0.15
1.13	1.12	1.12	1.54	1.47	1.08
1.10	1.10	1.10	1.08	1.08	1.08
1.00	1.00	1.00	1.02	1.02	3.02
6.58	6.58	6.31	6.32	7.42	7.06
2.00	2.00	2.00	2.10	2.10	2.10
3.73	3.73	3.73	3.71	3.86	3.83
5.00	5.00	5.50	5.30	5.55	5.43
0.00	0.00	0.00	0.00	0.00	0.00
1.73	1.73	1.73	1.73	1.73	1.50
4.00	4.00	4.73	4.73	5.73	5.73
7.68	7.68	6.68	7.35	7.38	7.38
18.27	18.27	17.72	17.82	17.82	17.37
18.79	18.79	17.79	17.74	17.74	16.41
4.30	4.30	4.30	4.30	3.30	3.60
<u>305.77</u>	<u>306.20</u>	<u>302.25</u>	<u>296.97</u>	<u>310.28</u>	<u>315.74</u>



**City of Cedar Falls, Iowa  
Operating Indicators by Function  
Last Ten Fiscal Years**

	Fiscal Year		
	2011	2012	2013
<b>Public Safety</b>			
<b>Police</b>			
Physical arrests	1,199	1,088	1,178
Traffic violations	2,966	2,938	5,554
Parking violations	18,646	18,619	20,889
Cars Booted <sup>2</sup>	--	--	--
<b>Fire</b>			
Number of calls answered	1,924	2,166	2,190
Inspections conducted	1,854	1,929	2,843
<b>Sewer</b>			
<b>Sewage System</b>			
Daily average treatment in gallons	5,210,000	4,100,000	4,100,000
Maximum daily capacity of treatment plant in gallons	21,600,000	21,600,000	21,600,000
<b>Water System</b>			
Daily average consumption in gallons	3,400,000	3,400,000	3,400,000
Maximum daily capacity of plant in gallons	23,400,000	23,400,000	23,400,000
<b>Refuse<sup>1</sup></b>			
<b>Solid Waste</b>			
32 Gallon Containers	4,343	4,572	4,600
68 Gallon Containers	6,780	6,990	6,899
95 Gallon Containers	2,163	2,301	2,307
<b>Yard Waste</b>			
95 Gallon Containers	6,554	6,741	6,916

**Sources:** Various city departments

<sup>1</sup> Statistics begin in FY04

<sup>2</sup> Statistics begin in FY15

Fiscal Year						
2014	2015	2016	2017	2018	2019	2020
1,057	1,029	912	839	1,003	911	345
5,095	5,405	4,172	3,645	4,066	1,784	2,624
14,780	13,493	13,364	12,350	11,206	11,076	10,948
--	184	252	243	187	196	174
2,113	2,037	2,257	2,200	2,343	1,387	2,079
2,318	1,214	2,681	1,492	427	1,925	1,167
4,930,000	4,520,000	5,790,000	6,729,000	6,729,000	7,408,000	5,695,000
21,600,000	21,600,000	21,600,000	21,600,000	21,600,000	21,600,000	21,600,000
4,090,000	3,380,000	3,276,000	3,267,000	3,417,000	3,178,000	3,121,000
23,400,000	23,400,000	23,400,000	23,400,000	23,400,000	23,400,000	23,400,000
4,905	4,347	4,659	4,963	5,199	5,437	5,548
7,165	6,305	6,610	6,850	7,182	7,443	7,690
2,398	1,638	1,777	1,950	2,047	2,143	2,263
7,155	7,239	7,419	7,555	7,752	7,869	7,977

**City of Cedar Falls, Iowa**  
**Capital Asset Statistics by Function**  
**Last Ten Fiscal Years**

	Fiscal Year			
	2011	2012	2013	2014
Public safety				
Public Safety Building	--	--	--	--
Patrol Units	10	10	10	10
Fire apparatus	8	8	8	8
Public works				
Streets				
Miles	217	217	217	217
Street lights	3,080	3,088	3,104	3,109
Health and social services				
Hospital	1	1	1	1
Number of patient beds	101	101	101	101
Cultural and Recreation				
Hearst Center for the Arts	1	1	1	1
Library	1	1	1	1
Cemeteries	3	3	3	3
Acreage	56.9	56.9	56.9	56.9
Golf	2	2	2	2
Parks	34	33	34	35
Acreage	1,136	1,131	1,132	1,148
Recreation				
Recreation Center	1	1	1	1
Swimming pools	3	3	3	3
Softball fields	9	9	9	9
Baseball fields	2	2	2	2
Pickleball courts	--	--	--	--
Tennis courts	6	6	6	6
Sewer				
Sewage System				
Miles of sanitary sewer	180.11	180.47	185.94	187.4
Miles of storm sewers	172.13	172.33	176.18	177.6
Number of treatment plants	1	1	1	1
Number of service connectors	12,544	12,544	12,544	12,826
Water Systems				
Miles of water mains	199.00	199.00	201.50	201.70
Number of service connectors	12,544	12,544	11,996	12,071
Number of city owned fire hydrants	2,067	2,067	2,011	2,038

**Sources:** Various city departments

Fiscal Year					
2015	2016	2017	2018	2019	2020
--	--	--	--	1	1
10	10	10	11	11	11
8	8	8	8	9	9
217	218	219	222	222	222
3,116	3,178	3,185	3,282	3,346	3,346
1	1	1	1	1	1
101	101	101	101	101	101
1	1	1	1	1	1
1	1	1	1	1	1
3	3	3	3	3	3
56.9	56.9	56.9	56.9	56.9	56.9
2	2	2	2	2	2
35	35	35	35	35	35
1,148	1,148	1,148	1,148	1,148	1,148
1	1	1	1	1	1
3	3	3	3	3	3
9	9	9	9	9	9
2	2	2	2	2	2
--	--	--	8	8	8
6	6	6	6	6	6
187.57	188.5	190.28	192.46	193.07	194.15
181.41	182.9	185.64	188.1	188.52	189.04
1	1	1	1	1	1
12,826	13,099	13,142	13,142	13,184	13,233
203.92	206.12	207.61	210.06	211.47	211.51
12,208	12,322	12,425	12,682	12,452	12,590
2,044	2,088	2,151	2,172	2,274	2,270

October 23, 2020

To the Honorable Mayor and  
Members of the City Council  
City of Cedar Falls, Iowa

We have audited the financial statements of the City of Cedar Falls, Iowa (City) as of and for the year ended June 30, 2020, and have issued our report thereon dated October 23, 2020. Professional standards require that we advise you of the following matters relating to our audit.

**Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance**

As communicated in our letter dated June 12, 2020, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the City complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the City's major federal program compliance, is to express an opinion on the compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the City's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated October 23, 2020. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with the Major Federal Program; Report on Internal Control Over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance dated October 23, 2020.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during year ended June 30, 2020. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are the incurred but not reported health and workers' compensation liabilities, other postemployment benefits liability, and net pension liability.

Management's estimates of the incurred but not reported health and workers' compensation liabilities are based on third-party administrator's calculations and estimates. We evaluated the key factors and assumptions used to develop the incurred but not reported liabilities in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of the other postemployment benefits liability, OPEB related deferred outflows of resources and deferred inflows of resources, and OPEB expense are based on a calculation of actuarially determined contributions for health insurance benefits. We evaluated the key factors and assumptions used to develop the other postemployment benefits balances in determining that they are reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability, pension related deferred outflows of resources and deferred inflows of resources, and pension expense are based on plan level actuarial reports, allocated to the City using annual employer contributions. We evaluated the key factors and assumptions used to develop the pension related balances in determining that they are reasonable in relation to the financial statements taken as a whole.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the City's financial statements relate to the net pension liability and the other postemployment benefits liability.

#### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

#### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. There were no uncorrected misstatements noted in performing the audit.

The following misstatement, which is not considered material, was identified as a result of our audit procedures and was corrected by management:

	Equity Increase (Decrease)	
	Fund Statements	Governmental Activities
To decrease grant proceeds received in advance	\$ 146,647	\$ 146,647

#### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

**Representations Requested from Management**

We have requested certain written representations from management that are included in the management representation letter dated October 23, 2020.

**Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, business conditions affecting the entity, and business plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

This report is intended solely for the information and use of the Mayor, City Council, and management of the City of Cedar Falls, Iowa, and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,

EIDE BAILLY LLP

A handwritten signature in cursive script that reads "Eide Bailly LLP".

Dubuque, Iowa





Information to Comply with Government Auditing Standards  
and Uniform Guidance

June 30, 2020

City of Cedar Falls, Iowa



CPAs & BUSINESS ADVISORS

**Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

To the Honorable Mayor and  
Members of the City Council  
City of Cedar Falls, Iowa

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Cedar Falls, Iowa, (City) as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated October 23, 2020.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2020-001 that we consider to be a significant deficiency.

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2020, are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City and are reported in Part IV of the accompanying Schedule of Findings and Questioned Costs. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

#### **City's Response to the Finding**

The City's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Dubuque, Iowa  
October 23, 2020

**Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

To the Honorable Mayor and  
Members of the City Council  
City of Cedar Falls, Iowa

**Report on Compliance for the Major Federal Program**

We have audited the City of Cedar Falls, Iowa's (City) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2020. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on the compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City of Cedar Falls, Iowa's compliance.

**Opinion on the Major Federal Program**

In our opinion, the City of Cedar Falls, Iowa, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major Federal program for the year ended June 30, 2020.

**Report on Internal Control over Compliance**

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**

We have audited the financial statements of the City of Cedar Falls, Iowa, as of and for the year ended June 30, 2020, and have issued our report thereon dated October 23, 2020, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.



Dubuque, Iowa  
October 23, 2020

City of Cedar Falls, Iowa  
Schedule of Expenditures of Federal Awards  
Year Ended June 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA Number	Pass-through Entity Identifying Number	Expenditures	Amounts Passed- Through to Subrecipients
U.S. Department of Housing and Urban Development				
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants	14.218		\$ 433,166	\$ 36,875
COVID-19 - Community Development Block Grants/Entitlement Grants	14.218		<u>6,379</u>	<u>-</u>
			<u>439,545</u>	<u>36,875</u>
Passed through City of Waterloo, Iowa				
Home Investment Partnerships Program	14.239	M01DC190206	<u>21,253</u>	<u>-</u>
Housing Voucher Cluster				
Section 8 Housing Choice Vouchers	14.871		1,400,168	-
COVID-19 - Section 8 Housing Choice Vouchers	14.871		<u>133</u>	<u>-</u>
			<u>1,400,301</u>	<u>-</u>
Total U.S. Department of Housing and Urban Development			<u>1,861,099</u>	<u>36,875</u>
U.S. Department of Justice				
Joint Law Enforcement Operations	16.111		5,058	-
Passed through City of Waterloo, Iowa				
Joint Law Enforcement Operations	16.111	IA0070300	<u>6,943</u>	<u>-</u>
			12,001	-
Bulletproof Vest Partnership Program	16.607		<u>5,756</u>	<u>-</u>
Total U.S. Department of Justice			<u>17,757</u>	<u>-</u>
U.S. Department of Transportation				
Passed through Iowa Department of Transportation				
Highway Planning and Construction Cluster				
Highway Planning and Construction	20.205	STP-57-2 (28)--2C-07	61,576	-
Highway Planning and Construction	20.205	BROS-1185 (649)--8J-07	<u>8,439</u>	<u>-</u>
			<u>70,015</u>	<u>-</u>
Passed through Iowa Department of Public Safety				
Highway Safety Cluster				
State and Community Highway Safety	20.600	19-402	<u>1,436</u>	<u>-</u>
Total U.S. Department of Transportation			<u>71,451</u>	<u>-</u>
U.S. Department of Homeland Security				
Passed through Iowa Department of Homeland Security				
Hazard Mitigation Grant	97.039	DR-4289	<u>652</u>	<u>-</u>
Total Federal Financial Assistance			<u>\$ 1,950,959</u>	<u>\$ 36,875</u>

See Notes to Schedule of Expenditures of Federal Awards

**Note 1 - Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal award activity of the City of Cedar Falls, Iowa, (the City) under programs of the federal government for the year ended June 30, 2020. The information is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

**Note 2 - Significant Accounting Policies**

Expenditures reported in the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Federal financial assistance provided to a subrecipient is treated as an expenditure when it is paid to the subrecipient.

**Note 3 - Indirect Cost Rate**

The City has not elected to use the 10% de minimis cost rate.



City of Cedar Falls, Iowa  
 Schedule of Findings and Questioned Costs  
 Year Ended June 30, 2020

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**Part I: Summary of the Auditor's Results:**

**FINANCIAL STATEMENTS**

Type of auditor's report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	Yes
Noncompliance material to financial statements noted?	No

**FEDERAL AWARDS**

Internal control over major program:	
Material weaknesses identified	No
Significant deficiencies identified not considered to be material weaknesses	None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with Uniform Guidance 2 CFR 200.516:	No

**Identification of major programs:**

<u>Name of Federal Program</u>	<u>CFDA Number</u>
Housing Voucher Cluster Section 8 Housing Choice Vouchers	14.871
Dollar threshold used to distinguish between type A and type B programs:	\$750,000
Auditee qualified as low-risk auditee?	Yes

**Part II: Financial Statement Findings:****SIGNIFICANT DEFICIENCY:****2020-001 Significant Audit Adjustment**

**Criteria:** A properly designed system of internal control over financial reporting allows entities to initiate, authorize, record, process, and report financial data reliably in accordance with generally accepted accounting principles.

**Condition:** During the course of our engagement, we proposed a significant audit adjustment to the financial statements that was not identified as a result of the City's existing internal controls and, therefore, could have resulted in a misstatement of the City's financial statements.

**Cause:** During the year, a grant changed from having received proceeds in advance to having a receivable. The grant also received proceeds in excess of the yearend receivable shortly after yearend. The City correctly recorded the receivable, but internal controls did not identify an error in the recording of grant proceeds received in advance liability.

**Effect:** The effect of this condition was that prior to posting the audit adjustment financial data was not in accordance with generally accepted accounting principles.

**Recommendation:** We recommend that finance staff continue to improve internal controls to identify unique circumstances impacting the financial data.

**Views of Responsible Officials:** Management agrees.

**Part III: Federal Award Findings and Questioned Costs:**

There were no findings and questioned costs to report.

**Part IV: Other Findings Related to Required Statutory Reporting:**

**2020-IA-A Certified Budget** - Disbursements during the year ended June 30, 2020, did not exceed the amount budgeted.

**2020-IA-B Questionable Expenditures** - We noted no expenditures that we believe may fail to meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979.

**2020-IA-C Travel Expense** - No expenditures of City money for travel expenses of spouses of City officials or employees were noted.

City of Cedar Falls, Iowa  
Schedule of Findings and Questioned Costs  
Year Ended June 30, 2020

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- 2020-IA-D Business Transactions** – No business transactions between the City and City officials or employees were noted.
- 2020-IA-E Restricted Donor Activity** – No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa.
- 2020-IA-F Bond Coverage** - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.
- 2020-IA-G Council Minutes** - No transactions were found that we believe should have been approved in the Council minutes but were not.
- 2020-IA-H Deposits and Investments** - No instances of non-compliance with the deposit and investment provisions of Chapters 12B and 12C of the Code of Iowa and the City's investment policy were noted.
- 2020-IA-I Revenue Loan** – No instances of non-compliance with the sewer state revolving loan revenue debt provisions were noted.
- 2020-IA-J Annual Urban Renewal Report** – The annual urban renewal report was properly approved and certified to the Iowa Department of Management on or before December 1.





## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**MEMORANDUM**

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

**FROM:** Colleen Sole, Personnel Specialist/Human Rights Liaison

**DATE:** November 10, 2020

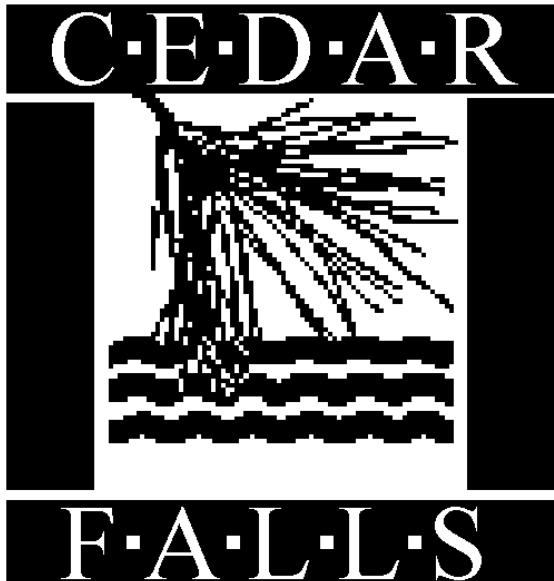
**SUBJECT:** Receive & File FY20 Human Rights Commission Annual Report

Attached for your review is the Cedar Falls Human Rights Commission's Fiscal Year 2020 Annual Report. Human Rights Commissioners will be in attendance at the November 16, City Council Work Session to briefly review the highlights of the report, and be available for any questions you may have.

The Commission asks that the FY20 Annual Report be received and filed at the November 16, 2020, City Council Meeting. If you have questions prior to the meeting, please feel free to contact me at 319-243-2712 or [Colleen.Sole@cedarfalls.com](mailto:Colleen.Sole@cedarfalls.com).

cc: Human Rights Commission

# CITY OF CEDAR FALLS, IA



## **HUMAN RIGHTS COMMISSION**

ANNUAL REPORT

# **FY2020**

## **TABLE OF CONTENTS**

EXECUTIVE SUMMARY .....3

MISSION, PHILOSOPHY, COMMITMENT & RESPONSIBILITIES .....4

COMMITTEES .....5

FY20 ACCOMPLISHMENTS & CHALLENGES .....6

FY20 CASE ACTIVITY INFORMATION .....7

ANNUAL BUDGET .....8

TRAINING/CONFERENCES/EVENTS .....8

COMMISSIONERS .....9

SUPPORT STAFF .....9

CONTACT INFORMATION .....9

## EXECUTIVE SUMMARY

July 1, 2017 through June 30, 2020 continued progress for the Cedar Falls Human Rights Commission. This section summarizes these changes.

**Commission Legal Support:** Attorney Kevin Rogers is the Commission’s primary legal counsel.

**Local Claims Processing:** Local claim processing continued, offering mediation, fact-finding, and conciliation services to individuals who file complaints during the aforementioned timeframe. Continued efforts in encouraging mediation as a tool in the claims process resulting in fewer legal costs. Commissioners continued to actively serve as fact-finders to determine probable or no probable cause in claims reaching beyond mediation.

*Fact Finding:* Preparations involve copying and distributing files; file review by fact-finders, fact-finding planning meetings, contact with claimant, respondent, and witnesses, and the fact-finding session itself. Duration of the sessions vary, but can take several hours, followed by discussion and the writing of a “Probable”, “No Probable”, or “Administrative Closure” Cause determination reviewed by the Commission’s attorney. Total estimated time per fact-finding depends upon the merits of each case.

### **Furthering CFHRC Services:**

*Federal and State Ordinance Revisions* – Updates to Federal and State ordinance revisions are reviewed in order to maintain compliance with the Civil Rights Act and claim processing procedures.

*Annual Planning Retreat* – the Commission’s first annual planning retreat was held April 2002 and proved beneficial in reviewing Commission accomplishments and establishing goals for the next fiscal year. As of May 2020, the Commission facilitated its 19<sup>th</sup> planning retreat and plans to continue annually.

*Committees* – Committees continue to develop, and strive to complete the tasks and projects before them.

*Human Rights Networking* – the Commission continued local, state and regional relationships with other human rights professionals and groups. Through these groups and individuals, commissioners and staff have established relationships with local State of Iowa Legislators and Iowa Civil Rights Commission Staff. Commissioners are strongly encouraged to attend Iowa Civil Rights and Human Rights League events to continue relationships and broaden their knowledge.



## **MISSION STATEMENT**

The Cedar Falls Human Rights Commission is responsible for enforcing the laws and educating the community regarding discrimination as provided in the Cedar Falls Code of Ordinances.

## **PHILOSOPHY**

The Cedar Falls Human Rights Commission is committed to:

1. Enforcing the laws regarding discrimination as provided in the State Code of Iowa and City of Cedar Falls Code of Ordinances.
2. Investigating complaints of discrimination in Cedar Falls.
3. Studying and attempting to eliminate discrimination in Cedar Falls.
4. Cooperating with state and federal agencies in law enforcement activities and developing civil rights educational programs.
5. Providing a pro-active approach to the education of the community, employers and employees on human rights issues, including support for local organizations.

## **PRIMARY COMMITMENT**

The Commission is concerned primarily with long-term goals and ways by which those goals are to be achieved. The Commission should establish objectives within its areas of responsibility and then focus on the desired results. There are two overriding questions that commission members should continually be asking themselves:

1. Are we working to achieve our mission on behalf of the community?
2. Given new information, new wisdom, and new possibilities, what should we strive to accomplish for whom and at what cost in the next year? The next five years?

## **PRINCIPAL RESPONSIBILITIES**

The principal responsibilities of the Cedar Falls Human Rights Commission include the following:

1. To advocate for human rights and serve as a link between the Commission and the community.
2. To establish policies that provide direction for the agency, reflect the values of the commission, and comply with applicable federal, state, and local laws and regulations.
3. To establish the long-range vision required to meet local community needs.
4. To plan actively for the future of the commission.
5. To provide spending suggestions to city personnel.

## **COMMITTEE DESCRIPTIONS AND RESPONSIBILITIES**

The Chairperson of the CFHRC serves as an ex-officio member to all of the subcommittees approved by the CFHRC.

**Executive** – This committee shall include the Commission Chairperson, the Vice-Chairperson, and Past-Chairperson. This committee assists in the preparation of the monthly Commission agenda, makes recommendations to the Commission regarding development of policies and procedures, and serves as primary contact with the Commission regarding legal matters and assist with the development of timely information to the Mayor, City Council, and Public at large. The Executive Committee is also responsible for production of the annual report. This committee normally meets prior to the regular Commission meeting on the third Monday of the month.

**Finance and Funding** – This Committee shall consist of a minimum of three (3) Commissioners. This committee will work with the City’s Commission Liaison and provide this individual with recommendations and requests to be included in the City of Cedar Falls budget process each fiscal year. The committee will also assist in researching additional funding streams for the Commission such as grants, cooperative agreements, workshops, etc. This committee meets as required.

**Education/Professional Development** – This combined committee shall consist of a minimum of three (3) Commissioners. The committee will incorporate the Commission efforts to develop a method to educate employers, employees, educating systems, and the public at large regarding human and civil rights issues. This committee shall also provide the entire Cedar Falls Human Rights Commission with information regarding local and regional trainings related to the area of human and civil rights. Responsibilities include the planning of the Annual Retreat. This committee meets as required.

**Cedar Falls 2020 and 2025 Vision and Strategic Plan** – This combined committee was formed with the intent to complete the request for the Cedar Falls Human Right’s Commission’s involvement in the Cedar Falls 2020 Vision and Strategic Plan. Responsibility of this committee was to continue the efforts of the vision. The Commission will review the 2025 Vision and Strategic Plan on an as needed basis. A committee will be created if there is a need.

## **FY20 ACCOMPLISHMENTS & CHALLENGES BY COMMITTEE**

### **EXECUTIVE COMMITTEE**

#### ***Executive Committee Accomplishments:***

1. FY19 Annual Report
2. FY20 ICRC COOP Agreement
3. May 2020 Retreat information and FY20 Goals
4. Continued communication and cooperation with local and state officials

#### ***Executive Committee Challenges:***

1. Maintain a full Commission
2. Explore the Commission's role
3. Support and attend committee meetings for continuity
4. Continue to build relationships
5. Review of Commission By-Laws
6. Review of City Ordinance No. 2661

### **EDUCATION/PROFESSIONAL DEVELOPMENT COMMITTEE**

#### ***Education/Professional Development Committee Accomplishments:***

1. Promoted the Commission through community education
2. Participated in Community Events
3. Supported Commissioner education
4. Continue to build community relations; UNI, Waterloo Commission on Human Rights, local organizations, and local and state officials

#### ***Education/Professional Development Committee Challenges:***

1. Raise Awareness and Educate the community about discrimination issues
2. Attendance at local events
3. Educate Commissioners
4. Continue to build relationships with UNI, the Community, City Council, State Officials, and the Waterloo Commission on Human Rights
5. Implement Vision 2020 and 2025

### **FINANCE & FUNDING COMMITTEE**

Currently all finance and funding decisions are made by the Commission as a whole. If there is a need for a committee in the future, one will be assigned.

**CASE ACTIVITY**

<b>Fiscal Year</b>	<b>2019</b>	<b>2020</b>
Inquiries	11	5
Referred to Services other than Human Rights	5	2
Referred to ICRC or Other Jurisdiction	6	3
No Claim Received	0	0
<b>Cases Opened</b>		
Cases Opened	0	0
Open Cases	4	0
Mediation	0	0
Mediation Settled	0	0
Fact Finding Completed	1	0
Conciliation	0	0
Conciliation Settled	0	0
Public Hearing	0	0
Closed Case	1	4
Case Status	1 – Fact Finding/No Probable Cause Finding 3 – Pending Admin Closure	
Area	4 – EMP	
Basis(es)	3– Color/Race 1 – Age	

**KEY.....**

<b>CLAIM STATUS</b>	
NPC	No Probable Cause
PC	Probable Cause
MED	Mediation
FF	Fact Finding
PC/CON	PC, Move to Conciliation
WD	Withdrawal
RTS	Right-To-Sue

<b>AREAS</b>
C = Credit
EDU = Education
EMP = Employment
PA = Public Accommodation

<b>BASIS</b>	
Race/Color	Religion
Creed	National Origin
Sex	Family Status
Gender Identity	Marital Status
Sexual Orientation	Age
Disability	(Pregnancy)

## ANNUAL BUDGET

Source	Received	Dollars Spent	Balance
General Fund	\$ 1,500.00	\$ 648.46	\$ 851.44

## TRAINING/CONFERENCES/EVENTS

1. Economic Inclusion Workgroup (FY20)
2. Economic Inclusion Summit Planning Committee (FY20)
3. Pride Fest (08/19)
4. UNI Rainbow Reception (08/19)
5. Constitution Day Address at UNI (09/19)
6. Cedar Valley Economic Inclusion Summit (10/19)
7. Public Safety Implicit Bias Training (10/19)
8. FY19 ICRC COOP Agreement approved by City Council (11/19)
9. Greater Cedar Valley Alliance & Chamber Bus Tour (12/19)
10. FY18 Annual Report received and filed by City Council (12/19)
11. Cedar Valley United Nations Association Sponsored Events (12/19)
12. Martin Luther King, Jr. Banquet (01/20)
13. Cedar Falls Human Rights Commission Annual Retreat via Zoom (05/20)
14. Waterloo Town Hall Meeting (06/20)

*\* Most training, conferences, and events scheduled for March 2020 and after were cancelled due to COVID-19.*

## COMMISSIONERS SERVING DURING FY20

	<u>Appointed</u>	<u>Re-Appointed</u>	<u>Term Expires</u>	
Willie Barney	09-25-08	06-15-20	07-01-23	
Teri Jorgensen	05-23-11	07-01-19	07-01-22	
Susan Langan	05-13-02	06-18-18	07-01-21	
Spencer Luvert	07-26-99	06-15-20	07-01-23	
Andrew Morse	07-10-17	06-18-18	07-01-21	FY20 Vice Chair
Kei-Che Randle	07-20-15	06-18-18	07-01-21	FY20 Past Chair
Nicole Winther	04-12-04	06-15-20	07-01-23	
Jeff Zaputil	12-15-14	06-18-18	07-01-21	FY20 Chair

## SUPPORT STAFF FOR FY20

Colleen Sole, Personnel Specialist & Human Rights Commission Liaison

Kevin Rogers, Cedar Falls City Attorney

## CONTACT INFORMATION

MAILING ADDRESS: 220 Clay Street, Cedar Falls, Iowa 50613

LOCATION: City Hall, Administrative Services Department

HOURS: 8:00 a.m. – 5:00 p.m., Monday – Friday

TELEPHONE: (319) 273-8600 or (319) 243-2712

FAX: (319) 268-5126

REGULAR MEETINGS: Third Monday of most months at 7:00 p.m.

MEETING LOCATION: Cedar Falls Public Library



**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

**MEMORANDUM**

**Planning & Community Services Division**

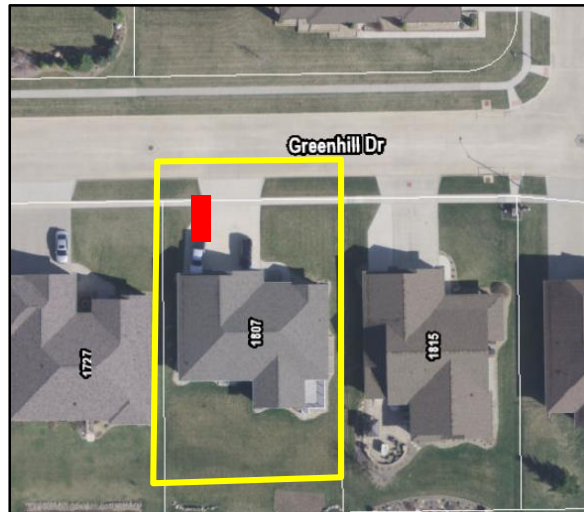
**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Thom Weintraut, Planner III  
**DATE:** November 13, 2020  
**SUBJECT:** Temporary Sign Request  
Bull Sign – Duane Prange, 1807 Greenhill Drive

This office received the attached request to place the Randall’s Bull Sign at 1807 Greenhill Drive. Mr. Prange would like to use the sign for a special celebration.

The sign will be a large bull with a typical changeable-letter sign on wheels. The sign will display a congratulatory message and will be located on the driveway close to the garage away from the right of way as shown on the photo to the right. The sign will be placed in a location that will not obstruct the vision of motorists.

The Planning and Community Services Division recommends approval to display the temporary bull sign at 1807 Greenhill Drive on the 27<sup>th</sup> & 28<sup>th</sup> of November, 2020.

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



xc: Stephanie Sheetz, Community Development Director  
Jeff Olson, Public Safety Director  
Karen Howard, Planning & Community Services Manager

Mayor and Council  
City of Cedar Falls

I respectfully request a permit to place the movable Randall's sign for an announcement on my property. The sign will be placed out of the right a way in the driveway away from the street. The dates will be November 27th and 28th, 2020.

The address is 1807 Greenhill Drive

Thank you for your time and consideration

Duane Prange  
1807 Greenhill Drive  
Cedar Falls, IA 50613  
319-404-5477





**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Green and City Councilmembers  
**From:** Jeff Olson, Public Safety Services Director  
Craig Berte, Police Chief  
**Date:** November 12, 2020  
**Re:** Beer/Liquor License Applications

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

Name of Applicants:

- a) Hansen's Dairy, 123 East 18th Street, Class C beer & Class B native wine - renewal.
- b) LifeStyle Inn, 5826 University Avenue, Class B liquor - renewal.
- c) Urban Pie, 200 State Street, Class C liquor & outdoor service - renewal.
- d) Five Corners Liquor & Wine, 809 East 18th Street, Class E liquor - renewal.



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

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**M E M O R A N D U M**

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

**FROM:** Paul Kockler, Accountant

**DATE:** 11/12/2020

**SUBJECT:** **FSA/HRA Benefit Service Agreement and Business Associate Agreement with Infinisource Benefit Services, Inc.**

The City of Cedar Falls requested and received quotes from four vendors to provide flexible spending account and health reimbursement arrangement services for the City beginning January 1, 2021. In review of the four bids infinisource Benefit Services, Inc. d/b/a iSolved Benefit Services submitted the lowest bid.

iSolved Benefit Services	\$ 8,984.00
Discovery Benefits	\$12,306.00
Employee Benefits Corp.	\$13,185.00
Advantage Administrators	\$18,521.00

Infinisource Benefit Services submitted the lowest bid and can provide the necessary services for the flexible spending account and health reimbursement arrangement services; I would recommend approval of Infinisource Benefits Services, Inc. as the vendor for the City of Cedar Falls. I have enclosed the proposed agreement with Infinisource Benefit Services, Inc. to provide flexible spending account and health reimbursement arrangement services to the City of Cedar Falls for the plan year beginning January 1, 2021. Also enclosed is the Business Associate Agreement with Infinisource Benefit Services, Inc. for your approval.

If you have questions regarding the attached, please contact me at 268-5101 or Jennifer Rodenbeck at 268-5108.

Attachments

Cc: Jennifer Rodenbeck, Director of Finance and Business Operations

**Section 1: Employer Information**

City of Cedar Falls

Employer Legal Name– Please print (“Employer”)			
42-6004332		CN148522	
Federal Employer Identification Number (FEIN)		Infinisource Customer Account Number <small>(Please include on check when sending in payment)</small>	
213	217	1	
Number of Benefits Eligible Employees		Number of Benefits Enrolled Employees	
220 Clay St.		Cedar Falls	IA 50613
Address		City	State Zip
319-273-8600		Government	
Phone number	Fax number	Nature of business	
Paul Kockler		319-268-5101	paul.kockler@cedarfalls.com
Primary Contact <input checked="" type="checkbox"/> All Svcs <input type="checkbox"/> COBRA only <input type="checkbox"/> FSA only <input checked="" type="checkbox"/> PHI Contact		Telephone	E-mail address
Lisa Roeding		319-268-5105	lisa.roeding@cedarfalls.com
Secondary Contact <input type="checkbox"/> Reports <input checked="" type="checkbox"/> All Svcs <input type="checkbox"/> COBRA <input type="checkbox"/> FSA <input checked="" type="checkbox"/> PHI Contact		Telephone	E-mail address
Implementation Contact (if other than primary contact)		Telephone	E-mail address
Rachel Pfundstein, Sarah Smith		515-223-6909; 515-23-7021	rpfundstein@holmesmurphy.com; ssmith@holmesmurphy.com
Agency Contact		Telephone	E-mail address

<b>Third Party Reporting Authorization</b> (if applicable)				
We hereby authorize the following designee to submit certain reporting forms on our behalf, which we acknowledge are our responsibility to provide. We are aware that if this reporting arrangement changes, we must notify Infinisource directly. If we assign this reporting function to any other source, we will make Infinisource aware of such a change.				
Agency name: Holmes Murphy				
Agency contact: Rachel Pfundstein			Phone: 515-223-6909	
Address: 2727 Grand Prairie Pkwy Waukee, IA 50263			Fax:	
E-mail address: rpfundstein@holmesmurphy.com			Other:	
We authorize the above designee for:	Online access Yes <input checked="" type="radio"/> No <input type="radio"/>	Contact on COBRA notice Yes <input type="radio"/> No <input type="radio"/>	PHI Contact Yes <input type="radio"/> No <input checked="" type="radio"/>	Receive Reports Yes <input checked="" type="radio"/> No <input type="radio"/>

**Section 2: Terms and Conditions and Service Agreements**

Employer is purchasing the service(s) listed below in Section 3 and, in doing so, each party acknowledges and agrees that Infinisource's General Terms and Conditions, Fringe Benefit Plan Administration Additional Service Agreement, and Business Associate Agreement are incorporated herein by reference, and Employer and Infinisource shall have all rights and obligations of "Employer" and "Infinisource" thereunder.

Infinisource use only	SMI00121	Agreement valid for 30 days from	10/27/2020
Internal agent #	GOO00021	Account #	CN148522
		Service effective date	1/1/21

### Section 3: Fees and Consideration

This agreement is hereby made for the services selected below. Employer will pay the agreed upon fees for the services chosen. Item 13.

#### COBRA

<input checked="" type="checkbox"/>	Service	Per Unit or Minimum	Setup Fee	Annual Fee	Total
Current number of Insured Employees _____					
	COBRA Administration				
	COBRA Premium Collection				
	COBRA Open Enrollment (requires Premium Collection)				
	COBRA Eligibility Management				
	State Continuation Coverage Administration (for CA <input type="checkbox"/> , NY <input type="checkbox"/> , TX <input type="checkbox"/> , CT <input type="checkbox"/> , MN <input type="checkbox"/> , CO <input type="checkbox"/> , UT <input type="checkbox"/> , PA <input type="checkbox"/> , & DE <input type="checkbox"/> only) (requires Premium Collection)				

COBRA fees are based upon one reporting location. Separate tracking for additional locations will require an additional annual fee per location. Check box if applicable.

Employer is a customer on the iSolved HCM Platform for payroll and benefits enrollment and would like full integration of COBRA and iSolved.

#### Fringe Benefit Account Based Plans

<input checked="" type="checkbox"/>	Service	Per Unit or Minimum	Setup Fee	Annual Fee	Total
<input checked="" type="checkbox"/>	Health Flexible Spending Account Administration <sup>1</sup> (IRC Sections 105 and 125)	*\$3.45 per participant, per month fee or \$75.00 monthly minimum	Waived	Waived	
<input checked="" type="checkbox"/>	Dependent Care Flexible Spending Account Administration <sup>1</sup> (IRC Sections 129 and 125)			Included	
<input checked="" type="checkbox"/>	Limited Health Flexible Spending Account Administration <sup>1</sup> (IRC Sections 105 and 125)				
<input checked="" type="checkbox"/>	Health Reimbursement Arrangement Administration <sup>1</sup> (IRC Section 105)	*			
	Transit Account Administration <sup>1</sup> (IRC Section 132)				
	Parking Account Administration <sup>1</sup> (IRC Section 132)				
	Health Savings Account Administration <sup>1</sup> (IRC Section 223)				
	Tuition Reimbursement Account Administration <sup>1</sup> (IRC Section 127)				
	Life Style Flexible Spending Account Administration <sup>1</sup> (IRC Sections)				
	<sup>1</sup> Electronic Payment Card Services - included for all Fringe Benefit Plans (including Health Savings Accounts) except certain HRAs. An additional \$.15 ppm charged for each Transit Plan participant.				

If purchasing any of the services listed above, please indicate:

Current number of FSA participants 73 Current number of Transit participants \_\_\_\_\_  
 Current number of HRA participants 213 Current number of Parking participants \_\_\_\_\_  
 Current number of HSA participants \_\_\_\_\_ Number of Banking Accounts \_\_\_\_\_  
 Plan year start date 1/1/21 Plan year end date 12/31/21

Check box if applicable.

Employer is a customer on the iSolved HCM Platform for payroll and benefits enrollment and would like full integration of Fringe Benefit and iSolved.

**Please Note:**\*The per participant, per month fee is guaranteed for 3 years. One fee per participant will be charged to Employer groups who select more than one Fringe Benefits service. Discount applied.

**Section 4: Additional Service Fees and Consideration**

Not including applicable fees noted above in Section 3, additional service fees may apply for services outlined below:

**Additional COBRA Service Fees (if applicable):**

- 1. Premium Remittance Check Fee - \$10 per check. Direct deposit remittance provided at no additional cost.
- 2. General Notice Blanket Mailing for existing covered individuals - \$3.25 per notice, \$50 minimum. General notices for new insurance enrollees included in applicable fees from Section 3 of this Agreement.
- 3. Custom reports or extraneous development - \$190 per hour. Such requests are subject to approval by Infinisource.
- 4. Open Enrollment mailing service prior to service effective date: Setup fee \$200 (plus \$12 per packet mailed).

**Additional Fringe Benefit Administration Service Fees (if applicable):**

- 1. FSA enrollment kits - \$.95 each for paper (free online)
- 2. FSA enrollment meetings – Negotiable fee plus travel expenses; webinars available at no charge
- 3. FSA paper enrollments - \$2.50 per enrollment, \$25 minimum.
- 4. Additional Debit Cards - Participants receive two cards initially at no charge. Additional/replacement debit cards are \$5 per set of two cards, deducted from participant account.
- 5. Plan changes after plan initialized - \$150 per hour, minimum one hour.
- 6. Custom reports or extraneous development - \$190 per hour. Employer shall submit such requests and are subject to approval by Infinisource.
- 7. Positive Pay Tool - \$500 annually
- 8. ACH Transfer failure - \$75 each
- 9. Additional non-discrimination tests not otherwise included - \$1,000

**Additional Health Savings Account Administration Service Fees (if applicable):**

- 1. Paper Enrollment - \$10 each

**Standard Hourly Rate for Correcting Inaccurate Data (any service) = \$150 per hour**

IN WITNESS WHEREOF, Employer and Infinisource have caused this Agreement to be executed in their names by their undersigned officer, the same being duly authorized to do so. Please sign, date and return this Service Agreement via email to [salesagreement@infinisource.com](mailto:salesagreement@infinisource.com).

\_\_\_\_\_  
**Employer Authorized Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Infinisource Authorized Signature**

\_\_\_\_\_  
**Date**

# GENERAL TERMS & CONDITIONS

**Infinisource Inc.**, (“Infinisource”) provides employers services designed to assist with various administrative services related to certain employer benefit plans (“Benefit Plan(s)”) sponsored and maintained by the client (the “Employer”), for the benefit of employees and their eligible dependents covered under the Plan (“Covered Individuals”). These General Terms and Conditions shall be read in conjunction with and incorporated into each Service Agreement (together, the “Agreement”). Infinisource will only provide the services specifically chosen by Employer and set forth in the applicable Service Agreement. In consideration of the mutual promises set forth herein, it is agreed by and between Infinisource and Employer (the “Parties”) as follows:

## **A. Term**

The Agreement shall commence on the date the Service Agreement is executed by each of the parties (the “Effective Date”) and shall continue until the one year anniversary of the Service Date (as defined below), provided, the term of this Agreement shall automatically renew for one year periods on the anniversary of the Service Date until such time as the Agreement is terminated pursuant to paragraph P. below. The “Service Date” shall be the later of (i) the date Infinisource assigns as the Service Date or (ii) the date service is first provided to Employer.

## **B. Scope of Agreement; Relationship of Parties**

This Agreement will establish an independent contractor relationship. Infinisource is not an agent or employee of Employer (for purposes of establishing Principal-Agent relationships), and employees of Employer are not entitled to any of the benefits of employment granted by Infinisource to its own employees. Infinisource is not the Plan Administrator or a Plan Fiduciary of the Benefit Plans, as those terms are defined in ERISA. It is understood that Infinisource is free to perform similar services for other employers while this Agreement is effective. Employer is solely responsible for establishment and operation of the Benefit Plans for which Infinisource provides related services in accordance with this Agreement. Employer has sole discretionary authority and responsibility for construing and interpreting the provisions of the Benefit Plans and deciding all legal and other questions of fact arising under the Plans. It is Employer’s sole responsibility and duty to ensure compliance with all applicable laws and

regulations, and Infinisource's provision of services under any Service Agreement does not relieve Employer of this obligation. Infinisource is responsible for providing services that comply with applicable law and regulations that assists Employer with Employer's obligations under such Benefit Plans to the extent set forth herein. Subject to Infinisource's responsibilities under subsection N, Employer understands that it is the responsibility of Employer to pay any fee or penalty assessed by the Internal Revenue Service, the Department of Labor or other state or federal regulatory agency. Employer acknowledges that Infinisource is not an accounting or law firm and no services provided by Infinisource in accordance with any Service Agreement will be construed by Employer as tax or legal advice as a result of providing such services.

All duties performed by Infinisource will be nondiscretionary in nature and will be performed in accordance with the terms of the Benefit Plans established by Employer and Infinisource's standard operating procedures. Infinisource has no discretionary authority with respect to interpreting the terms of the Benefit Plans

### **C. Authorization**

Employer hereby authorizes Infinisource to perform any and all acts and deeds necessary to perform the duties as set forth in this Agreement, including but not limited to, enlisting the services of a third party to assist Infinisource with its duties hereunder. Such third parties have agreed to confidentiality requirements consistent with Infinisource's responsibilities under this Agreement. Infinisource will exercise, in the performance of its duties, reasonable care and shall be liable for loss when caused by Infinisource's (or a third party Infinisource enlists to assist Infinisource with its duties hereunder) intentional and negligent acts. Infinisource will indemnify and hold Employer harmless for all direct monetary damages of a compensatory nature arising from the intentional and negligent acts of the third party related to services provided by any such third party. Infinisource shall not be liable to Employer or any other person for any mistake of judgment or other action taken in good faith in the performance of the services provided hereunder. If Employer requests Infinisource to act in a manner that Infinisource reasonably believes is inconsistent with this Agreement and/or applicable law, Infinisource reserves the right to refuse such a request.

**D. Information from Employer**

Infinisource will establish various methods from various providers for transferring information to and from Infinisource for purposes of providing the services. Employer must use one of the methods established by Infinisource and, if applicable, agrees to be subject to and to comply in all respects with each any third party provider's privacy and use restrictions for such methods chosen. Employer also agrees to comply at all times with Infinisource's terms of use and privacy policies in effect from time to time on its website. Employer will furnish the information reasonably determined by Infinisource to be necessary to satisfy its responsibilities under this Agreement. Such information will be provided to Infinisource in the time and in the manner agreed to by Employer and Infinisource. Employer understands that Infinisource cannot accurately perform its duties under this Agreement without accurate and timely information and that Infinisource shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to Infinisource by Employer, its designee, or another existing or former service provider. Infinisource will have no obligation to credit Employer for any claims expenses or administrative fees incurred or paid to Infinisource as a consequence of Infinisource receiving inaccurate or untimely information. Employer agrees to pay Infinisource the standard hourly rate set forth in Section 4 of the applicable Service Agreement for any corrections that must be made as a result of such inaccurate or untimely information. Infinisource will assume that all such information provided to Infinisource by Employer, its designee or another existing or former service provider is complete and accurate and is under no duty to question the completeness or accuracy of such information. Employer will review any information and/or reports provided by Infinisource in accordance with this Agreement as soon as possible after Employer has received such information and Employer will notify Infinisource of any errors in such information and/or reports as soon as possible after its review but in any event within five (5) business days.

**E. Confidentiality and Disclosure**

Employer and Infinisource each acknowledge that each party has, and will continue to, reveal and disclose to the other, information that is proprietary and/or confidential to such party. Employer and Infinisource agree that each party will (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its



employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

“Confidential Information shall not include information that (a) is or becomes generally available to the public without the fault or negligence of the party receiving the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section, confidential information is any information in written, human-readable, machine-readable or electronically recorded form (and identified as confidential and/or proprietary or words of similar import) and information disclosed orally in connection with this Agreement, and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records and correspondence concerning the Parties’ respective businesses or finances. This provision related to confidentiality shall survive the termination of any and/or all Agreement(s). Employer agrees that Employer shall not disclose to any other party, nor shall Employer use for Employer’s own benefit, the details or written evidence of services provided by Infinisource hereunder without the express prior written consent of Infinisource.

Both Parties agree to use and disclose Protected Health Information (as that term is defined in 45 C.F.R. 160.103), only as set forth in the Business Associate Agreement

#### **F. Audits**

Employer (or its designated agent) may perform no more than one (1) audit of Infinisource’s records specifically related to performance of Infinisource under this Agreement, each year, subject to reasonable prior written notice to Infinisource. Audits must be performed during Infinisource’s normal working hours. Infinisource may require Employer and its agent to sign a confidentiality agreement provided by Infinisource. Employer acknowledges and agrees that if Employer requests an audit, Employer will

reimburse Infinisource for Infinisource's reasonable expenses, including copying and labor costs, in assisting Employer to perform the audit.

#### **G. Electronic Administrative Services**

Infinisource may provide certain electronic administrative services as set forth in this Agreement. Infinisource shall not be deemed in default of this Agreement nor held responsible for any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

#### **H. Payments to Infinisource**

Employer warrants and represents that any payments made by Employer or by Covered Individuals for purposes of paying Benefit Plan claims or premiums are not made to Infinisource from a separate fund, account or trust bearing the name of a Benefit Plan or that of any Covered Individuals thereof. Employer agrees that any trust requirements, to the extent applicable, are Employer's sole responsibility. Any premium payments collected by Infinisource from Employer or a Covered Individual under the Premium Collection Services component of the Federal COBRA, USERRA, and State Continuation Coverage Administration Service will be handled as set out in the Federal COBRA, USERRA, and State Continuation Coverage Administration Additional Service Agreement available at <https://www.infinisource.com/legal/index>. Payments received from Employer to pay eligible claims under the Fringe Benefit Plan Administration Services will be handled as set out in the Fringe Benefit Plan Administration Additional Service Agreement available at <https://www.infinisource.com/legal/index>. HSA contributions made by HSA Account Holders and Employers will be handled as set out in the Health Savings Account Administration Additional Service Agreement available at <https://www.infinisource.com/legal/index>. Infinisource will regularly invoice Employer. Employer shall pay all fees for services set forth on Infinisource's invoice or, if not stated, within thirty days from the invoice date. Fees are subject to change without notice at Infinisource's discretion which reasons may include as the result of changes to

the Benefit Plans or applicable law that alter the nature or scope of the services provided.

### **I. Bonding**

To the extent required by applicable law, Infinisource will maintain a fidelity bond covering all Infinisource's employees who handle plan funds in accordance with this Agreement. This bond covers the handling of plan funds from dishonesty, theft, forgery or alteration and unexplained disappearance.

### **J. Communications**

All legal notices between the Parties shall be sent by e-mail with guaranteed overnight mail similar service with tracing capability or first class United States mail and shall be deemed provided when sent except as otherwise set forth in this Agreement. Employer agrees that Infinisource communicates confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer set forth in the Service Agreement, which contact may be changed by email notice to Infinisource (the "Primary Contact"). As a result, Employer agrees that Employer is responsible for all damages or costs arising from communication to such Primary Contact, including if Employer failed to notify Infinisource that the named contact was no longer a Primary Contact.

### **K. Entire Agreement**

This Agreement (including documents specifically incorporated into and made a part of this Agreement by reference) embodies the whole agreement of the Parties, and shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto. There are no promises, terms, conditions or obligations other than those contained herein and under any applicable Service Agreement. Failure by Employer or Infinisource to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. This Agreement shall be construed under the laws of the State of Iowa. If any part, section, clause, or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other part, section, clause, or provision thereof.

**L. Amendments, Waivers and Modifications**

This Agreement may be amended only by written agreement of Employer and Infinisource.

**M. Assignment**

Employer may not assign any of its rights under this Agreement to any third party without the prior written consent of Infinisource. For purposes hereof, a change of control of more than fifty percent (50%) of Employer's direct or indirect equity ownership, whether by merger, sale of equity securities or otherwise, shall constitute an assignment of this Agreement by Employer. Infinisource may assign any or all of its rights under this Agreement to any Affiliate of Infinisource.

**N. Indemnification and Liability**

1. Infinisource will exercise the same reasonable care and due diligence in performing its obligations under this Agreement that a prudent administrator in the same industry would exercise (herein after, the "Standard of Care"). The Parties agree it shall not be a breach of the Standard of Care if Infinisource acts in accordance with Employer's instructions.
2. Except as otherwise provided in this Agreement, Infinisource will indemnify and hold Employer, its officers and employees harmless against all direct monetary damages, in connection with any action, suit, administrative proceeding or settlement related to the Benefit Plans for which Infinisource provides administration assistance to the Employer, only to the extent such damages are reasonably ascertainable and are the direct and proximate result of Infinisource's (or a third party Infinisource enlists to assist Infinisource with its duties hereunder) breach of the Standard of Care set forth herein.
3. The resolution of, and monetary damages for, any legal issues, or administrative proceedings concerning the Benefit Plans for which Infinisource provides

administration assistance to Employer, is the responsibility of Employer unless such damages are directly attributable to Infinisource's (or a third party Infinisource enlists to assist Infinisource with its duties hereunder) breach of the Standard of Care set forth herein.

4. NO PARTY WILL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR DAMAGES SUFFERED OR INCURRED BY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING LOST DATA, LOST BUSINESS OR PROFITS, AND INTERRUPTION OF BUSINESS). THE TOTAL CUMULATIVE LIABILITY OF A PARTY FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT (INCLUDING WITH RESPECT TO PRODUCTS AND SERVICES PROVIDED HEREUNDER) IS LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID BY EMPLOYER TO INFINISOURCE DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE.
  
5. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SERVICES PERFORMED HEREUNDER ARE PROVIDED "AS IS," AND INFINISOURCE HEREBY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR SYSTEM INTEGRATION.

**O. Benefit Plan Claims**

Infinisource does not insure or underwrite the Benefit Plan liability of Employer and is not financially responsible for the claims and/or expenses incident to the Benefit Plans. Infinisource has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans; however, Infinisource will provide to Employer and/or Employer's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in Infinisource's possession that may relate to such claim for benefits and/or expenses.

**P. Termination of Agreement**

Either party may terminate all or part of this Agreement for any reason effective no earlier than 30 days after written notice is provided to the other party. This Agreement will automatically terminate on the earliest of the following dates.

1. The date that all Benefit Plans for which related services are provided under the applicable Service Agreement have been terminated.
2. If the reason for termination is the failure by Employer to pay a fee by the due date(including any grace period), termination of this Agreement will be retroactively effective as of the last day of the period for which a fee was properly made in accordance with this Agreement, except as otherwise provided in writing by Infinisource.
3. The date that this Agreement, or all of the Benefit Plans for which related services are provided in accordance with this Agreement become in violation of applicable law.

Termination of this Agreement shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. Employer shall timely pay in full fees for all services provided prior to the date of termination. All fees paid are non-refundable and annual or monthly service fees paid shall not be returned upon termination, for any reason.

**Q. Recordkeeping**

Infinisource will maintain the usual and customary books, records and documents, including electronic records in Infinisource's possession, for the greater of the term of this Agreement plus 30 days or eight years following the date the record was created or received by Infinisource. During this period, Employer has the right to access Infinisource's records related to the Employer, upon reasonable request and at the expense of Employer.



# INFINISOURCE SERVICE AGREEMENT FRINGE BENEFIT PLAN ADMINISTRATION ADDITIONAL SERVICE AGREEMENT

Employer has established a Health Flexible Spending Account (“Health FSA”) under Internal Revenue Code Sections 105 and 125, and/or a Dependent Care Flexible Spending Account (“Dependent Care FSA”) under Internal Revenue Code Sections 129 and 125. In addition, Employer may have established one or more Health Reimbursement Arrangements (“HRAs”) under Code Section 223 as described in IRS Notice 2002-45, a Qualified Transportation Fringe Benefit Plan under Code Section 132 or a tuition reimbursement arrangement subject to Code Section 127. All such plans shall be referred to collectively as the “Plans” or as “Reimbursement Accounts”. Employer has asked Infinisource to assist it with its administrative obligations under one or more of the Plans. This Additional Service Agreement describes the rights and responsibilities of Infinisource and Employer with respect to various administrative services provided by Infinisource with respect to the Plans. Infinisource will also provide current and updated information to Employer relating to compliance with IRS Code Sections 105, 125, 129 and/or 132, including any changes or modifications in compliance requirements, notification language and related steps necessary to act in accord with said changes or modifications. These notifications will be based on Infinisource’s interpretation as a consultant/benefits administrator of applicable law and should not be construed as tax or legal advice. The rights and obligations outlined below apply only to the extent this service is chosen by Employer in the Service Agreement. This Additional Service Agreement is incorporated into and made a part of the Service Agreement (including the General Terms and Conditions). The effective date of this Additional Service Agreement is the effective date of the Service Agreement or, if later, the Service Date related to the services hereunder. The responsibilities of the Parties set forth in this Additional Service Agreement are in addition to any responsibilities set forth in the Service Agreement (including the General Terms and Conditions). If there is a conflict between this Additional Service Agreement and the Service Agreement (including the General Terms and Conditions), the Service Agreement (including the General Terms and Conditions) controls.

## A. Responsibilities of Infinisource

- 1. Adoption of the Plan(s).** Infinisource shall assist Employer in evaluating the benefits, terms and conditions of the Plan(s), and shall assist Employer in selecting available benefits and funding options. Infinisource shall be under no obligation to specify benefits or funding options.
- 2. Communication of Plan to Eligible Employees (FSA Plans only).** Infinisource will provide communication and enrollment materials for downloading via Infinisource website at no additional charge. Paper enrollment “kits” are available for an additional fee as outlined in Section 4 of the Service Agreement. Infinisource will conduct meetings and/or provide audiovisual materials or presentations (for an additional fee as outlined in Section 4 of the Service Agreement), at which time the benefits, terms and conditions of the Plans dictated by Employer shall be described to the eligible employees.
- 3. General administration of Plan(s).** Infinisource will keep a record of each Plan participant and maintain separate notational bookkeeping records and accounts based on the participants’ Reimbursement Account elections for each Plan Year. The records shall include the level of coverage, reimbursements and account balances. Infinisource will process midyear election changes under the Plans in accordance with the terms of the Plans and applicable law. Infinisource will examine each claim for benefits under the Plan in accordance with the claim review procedures of the Plans and applicable law, take reasonable steps to verify its validity, compute the amount payable and either disburse the benefit due under the Plan, to the extent Employer has provided sufficient funds as required by this Additional Service Agreement, or deny the claim in accordance with the provisions of the Plan and the applicable rules and regulations. Infinisource will provide each participant submitting a claim with an explanation of payment or denial in accordance with the Plan’s claim review procedures and applicable regulations and an



explanation of the year-to-date activity in the participant's account. In the event the Service Agreement is terminated, all requests for reimbursement submitted to Infinisource after the effective date of termination will be returned to Employer, or at Employer's request, submitted to another third party. Infinisource will have no further responsibility with respect to such claims submitted after the effective date of termination.

4. **Nondiscrimination Testing.** Infinisource makes available the following nondiscrimination testing required under the Code (collectively referred to as the "Nondiscrimination Tests") with respect to the Plan (s) (to the extent Infinisource provides related administrative services):

- a. Key Employee Concentration Test required under Code §125.
- b. The 55% Average Benefits Test required under Code §129.
- c. The 25% Shareholder Concentration Test required under Code §129.
- d. The Highly Compensated Individual Eligibility and Benefits Test required under Code § 105.

Infinisource will provide Employer with Nondiscrimination Testing online questionnaires or tool which employer will complete and provide to Infinisource. Infinisource will notify Employer if, based on Infinisource interpretations, any of the tests fail to pass. The results will be based on information received from Employer and/or any information obtained and maintained by Infinisource in the course of performing services required under the Service Agreement, including but not limited to this Additional Service Agreement. Note that additional Nondiscrimination Tests required under Code Sections 105, 125 and 129 based on the plan design and other criteria. Infinisource will conduct additional Nondiscrimination Tests required under Code §125, §105 and/or §129 only upon Employer's written request and for an additional fee as set out in Section 4 of the Service Agreement.

5. **Plan Documents and Summary Plan Descriptions (SPDs).** Based on Employer's completion of a plan design worksheet, Infinisource shall prepare the text for the initial drafts of the required Plan document(s) and SPD(s) pursuant to information provided by Employer. To the extent the Infinisource prepared plan documents and summary plan descriptions need to be updated based on changes in the law, Infinisource will provide updated language to the Employer.

6. **Form 5500 Data.** Infinisource will assist Employer with information to complete Form 5500 for the Health FSA and/or HRA, if applicable, by providing any information maintained in an Infinisource database that is required to be included on the Form 5500 with respect to such reimbursement accounts to the extent requested in writing by Employer.

7. **Positive Pay Tool.** Positive Pay is an automated check fraud detection tool required by some banks. Positive Pay matches key information for each check against a special electronic file provided by Infinisource. This requires special work between Infinisource and its software vendor on an initial and ongoing basis. If Employer's bank requires use of Positive Pay for its banking activity, Infinisource shall provide the files as and when required, provided that Employer pays the additional fees set forth in Section 4 of the Service Agreement. In the alternative, Employer may require all participants to be reimbursed via direct deposit, thereby eliminating the need for the Positive Pay tool.

**B. Responsibilities of Employer** Employer is responsible for all Plan administration not set forth above, including but not limited to the following:

1. **Adoption and Maintenance of the Plans.** Employer has the exclusive right and duty to select, implement, amend or modify benefits or funding options adopted in connection with the Plans.
2. **General Administration.** Employer is responsible for establishing eligibility criteria and determining which employees and/or dependents have met those criteria. Employer will establish a claims appeal procedure for handling disputes regarding claims for benefits or the payment of benefits. Although Infinisource may process claims and handle the initial determination and up to

the first level of appeal, Employer has final authority as to the denial or payment of a claim on appeal and is the claim fiduciary responsible for handling the final appeal level set forth under the Plan.

3. **Information Provided to Infinisource.** Employer shall provide the following information to Infinisource:
  - a. Enrollment forms (or enrollment information) for all new participants added to the Plan and a list of participants terminated or deleted from the Plan, including their date of termination.
  - b. A confirmation of payroll deductions (and/or contributions) on a per pay period basis for the Health FSA and Dependent Care FSA plans and the Qualified Transportation Fringe Benefit Plan, if applicable.
  - c. All other information relating to the Plans and its participants necessary for Infinisource to perform its duties under the Service Agreement.
  - d. With respect to a Code §132 Qualified Transportation Fringe Benefit Plan, information concerning Employer's ability to make cash reimbursements for transit expenses in accordance with Treas. Reg. 1.132-9 Q-16.
4. **Plan Documents and SPDs.** It shall be Employer's obligation to complete the plan design worksheet completely and accurately and ensure that draft documentation provided by Infinisource complies with the applicable laws and regulations for the Employer's particular plans and plan designs.
5. **Deposit of Funds.** Employer shall make sufficient funds from its general assets available to pay all eligible claims presented to Infinisource by granting Infinisource withdrawal authority over an Employer-owned and named account (the "Account") at a financial institution selected by Employer. The Account shall be sufficient to enable it to pay benefits under Employer's Plans in accordance with the following method:
  - a. If claims are paid pursuant to an electronic payment card, Employer will make funds available in accordance with the Electronic Payment Card Additional Service Agreement incorporated into and made a part of the Service Agreement. Infinisource will provide Employer daily (if claims were processed the previous day) with a debit card funding report indicating the amount of funds to be withdrawn via electronic funds transfer (ACH) by Infinisource the following business day.
  - b. If claims are not paid pursuant to an electronic payment card, Employer will make funds available to reimburse Infinisource for claims settled the previous business day. Infinisource will provide Employer daily (if claims were processed the previous day) with a claims reimbursement notification indicating the amount of funds to be pulled (via ACH) by Infinisource the following business day.

In the event funds in the Account are not available to fully reimburse Infinisource within 24 hours of such notice, Infinisource may immediately shut down all associated Cards and suspend reimbursement of non-electronic debit card claims until funds are provided. Employer bears sole responsibility for any fees imposed with respect to the Account by the financial institution. Employer shall pay Infinisource an additional fee for each ACH transfer that fails due to any reason within Employer's control as set forth in Section 4 of the Infinisource Service Agreement. Infinisource is under no obligation to advance funds on behalf of Employer.
6. **COBRA Notification.** Employer shall be responsible for complying with its obligation under the Consolidated Omnibus Budget Reconciliation Act (COBRA) with respect to the Plans. No assistance will be provided by Infinisource except to the extent Employer has elected Federal COBRA, USERRA, and State Continuation Coverage Services as set out in the Service Agreement.
7. **Execution of Documents.** Employer shall ensure that the Plan Document is properly executed and shall provide a copy of the SPD to all Plan participants in accordance with applicable law.

8. **Reviewing Reports.** Employer is responsible for reviewing the reports submitted by Infinisource and notifying Infinisource of any errors of which it is aware within a reasonable period of time after reviewing them.
  
9. **Positive Pay Tool.** Employer is responsible for cooperating with Infinisource in setting up and maintaining all relevant information related to Positive Pay.

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”) is between Infinisource, a Coldwater, Michigan corporation (“Business Associate”), and City of Cedar Falls (“Employer”), a , on behalf of itself, as plan sponsor of one or more group health plans and its group health plans administered by Business Associate (*collectively, such group health plans are referred to as the “Plan”*).

WHEREAS, Business Associate and Employer have entered into or intend to enter into a written administrative services agreement (“ASA”) wherein Business Associate will provide certain administrative services for the Plan (“Services”);

WHEREAS, Business Associate and Employer acknowledge that Business Associate must create, receive and maintain Protected Health Information to provide the Services;

WHEREAS, Business Associate and Employer wish to enter into this Agreement to satisfy the requirements of 45 CFR 164.504.

### **Article I. Definitions**

The following terms Used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

HIPAA Rules” shall mean all applicable provisions of 42 CFR Parts 412, 413, 422 and 495; 45 CFR Parts 160, 164, and 170; and any other applicable rules as may be promulgated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act (HITECH ACT), as such statutes and rules may be amended from time to time.

“Protected Health Information” as Used herein is limited to Protected Health Information collected, created, received and maintained by Business Associate on behalf of the Plan.

Under no circumstance will a Health Savings Account, as defined in Internal Revenue Code Section 223, to which the Employer contributes constitute a “health plan” for purposes of the HIPAA Rules.

### **Article II. Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law;

(b) Use appropriate safeguards, and comply with the applicable provisions of Subpart C of 45 CFR Part 164 and the applicable provisions of Part 170 of the HIPAA Rules with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement;

(c) Promptly report to the Plan any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware and any Security Incident of which it becomes aware, subject to the following provisions:

(i) Business Associate will provide to the Plan the information required to be provided in 45 CFR 164.410 as soon as reasonably possible but no later than thirty (30) days after the unauthorized Use, access or Disclosure is discovered by Business Associate;

(ii) If the Plan determines that the unauthorized Use, access or Disclosure constitutes a Breach, Business Associate will prepare and send the notices to affected individuals that are otherwise required by 45 C. F.R. 164.402.

(iii) Upon written request from Plan no more than once in any 12 month period, Business Associate will provide to Plan summaries of reports that it maintains, if any, of unsuccessful Security Incidents related to Protected Health Information.

(d) In accordance with 45 CFR 164.502I(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

(e) In accordance with 45 CFR 164.524, Business Associate will make available Protected Health Information that is maintained by Business Associate or its Subcontractor in a Designated Record Set to the Plan or the Individual (as applicable) within fifteen (15) days of Business Associate's receipt of the request;

(f) In accordance with 45 C. F.R. 164.526, Business Associate will promptly make any amendment(s) to Protected Health Information that is maintained by Business Associate or its Subcontractor in a Designated Record Set that Business Associate is directed by the Plan in writing to make. If Business Associate receives the amendment request directly from the Individual, Business Associate will forward the request to the Plan within ten (10) business days of receiving the request from the Individual.

(g) In accordance with 45 CFR 164.528, Business Associate will maintain and promptly make available the information required to provide an accounting of Disclosures to the Plan or the Individual, as applicable.

(h) To the extent the Business Associate is to carry out one or more of the Plan's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to the Plan in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Article III. Permitted Uses and Disclosures by Business Associate**

(a) Business Associate may only Use or Disclose Protected Health Information as necessary to perform the Services in accordance with the ASA. Business Associate may also Disclose Protected Health Information to other Business Associates of Plan upon written request of the Plan provided that the Plan certifies in writing that the receiving party has entered into an effective and binding Business Associate Agreement with the Plan and the receiving party and Plan agree to any additional provisions reasonably required by Business Associate. Business Associate will only Use and Disclose the Minimum Necessary Protected Health Information as required by 45 CFR 164.502. Business Associate may assume that any Disclosures of Protected Health Information requested by Plan constitute the Minimum Necessary.

(b) Business Associate may Use or Disclose Protected Health Information as Required by Law.

- (c) Business Associate may de-identify Protected Health Information, in accordance with 45 CFR 164.518.
- (d) Business Associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 of the HIPAA Rules if done by the Plan except as set forth below:
- (i) Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - (ii) Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (g) Business Associate may provide data aggregation services relating to the health care operations of the Plan.

#### **Article IV. Provisions for Plan to Inform Business Associate of Privacy Practices and Restrictions**

- (a) The Plan will notify Business Associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- (b) The Plan will notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information. Notwithstanding anything to the contrary herein, Business Associate is not obligated to comply with such changes not otherwise agreed to by Business Associate except where required by the HIPAA Rules.
- (c) The Plan will notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information. Notwithstanding anything to the contrary herein, Business Associate is not obligated to comply with restrictions not otherwise agreed to by Business Associate except where required by the HIPAA Rules.

#### **Article V. Permissible Requests by Plan**

The Plan will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 of the HIPAA Rules if done by Plan.

#### **Article VI. Term and Termination**

- (a) **Term.** The Term of this Agreement is effective as of the date of receipt of this signed BAA by Business Associate or date of a signed ASA, whichever is later, and will terminate on the date the ASA terminates, the date this Agreement terminates for cause as authorized in paragraph (b) of this Section, or the date that the Business Associate no longer maintains any Protected Health Information, whichever is sooner.

(b) **Termination for Cause.** If a party materially breaches the terms of this Agreement (“breaching party”), and the breaching party does not reasonably dispute the breach, the other party (“non-breaching party”) may terminate this Agreement upon written notice to the breaching party if the breaching party fails to cure the breach as soon as reasonably possible but no later than 30 days after receiving notice of the breach from the non-breaching party. Termination of this Agreement will also result in termination of the ASA related to the Business Associate’s claims administration of Plan Sponsor’s group health plans.

(c) **Obligations of Business Associate upon Termination.**

The Business Associate will return or destroy all Protected Health Information upon termination of the agreement to the extent the Business Associate reasonably determines that it must retain Protected Health Information as necessary to continue its proper management and administration or to carry out its legal responsibilities. The obligations imposed by this Agreement with respect to Protected Health Information will continue in effect for as long as Business Associate retains Protected Health Information.

(d) **Survival.** The obligations of Business Associate under this Section shall survive the termination of this Agreement.

## **Article VII. Miscellaneous**

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) **Liability Limitation.** Neither Party will be liable hereunder for special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such Party alleged to be liable has knowledge of the possibility of such damages unless and to the extent the damages are the result of the Party’s grossly negligent breach of this Agreement or its willful misconduct.

(e) **Agreement.** This Agreement reflects the final, full and exclusive expression of the agreement of the Parties and supersedes all prior agreements, understandings, writings, proposals, representations and communications, oral or written, of either Party with respect to the subject matter hereof and the transactions contemplated hereby.

(f) **Execution of Agreement:** This Agreement may be executed by the Parties in one or more counterparts, and each of which when so executed shall be an original but all such counterparts shall constitute one and the same instrument. The Parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

(g) **Opportunity to Review:** Notwithstanding the general rules of construction, both Parties acknowledge each was given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

(h) **Governing Law:** This Agreement shall be governed by the applicable laws of Michigan without regard to any of its conflict of law principles. The Parties agree to submit to the jurisdiction of the applicable courts located in Michigan.

(i) **Notices:**

(i) All notices or other communications required to be furnished by one Party to the other Party under this Agreement shall be given to the Parties in writing to the addresses identified in the Agreement Information Appendix or to such other addresses as the Parties may substitute by written notice given in the manner prescribed in this Section as follows:

- a. By first class, registered or certified United States mail, return receipt requested and postage prepaid,
- b. Over-night express courier,
- c. By hand delivery to such addresses, or
- d. Electronic mail with return receipt.

(ii) Such notices shall be deemed to have been duly furnished to the other Party:

- a. Five (5) Business Days after the date of mailing as described above,
- b. One (1) Business Day after being received by an express courier during business hours, or
- c. The same day if by hand delivery or by email

(j) **Approval and Consent:** Wherever this Agreement requires either Party's approval or consent such approval or consent shall not be unreasonably withheld or delayed.

(k) **Third Party Beneficiaries:** Except as expressly set forth in this Agreement, the Parties do not intend the benefits of this Agreement to inure to any third party, and nothing contained herein shall be construed as creating any right, claim or cause of action in favor of any such other third party, against either of the parties here to.

IN WITNESS THEREOF, the undersigned do hereby warrant and represent by their signature that they are duly authorized to execute and to bind their respective parties to this Agreement.

City of Cedar Falls (on behalf of itself and the Plan)

Infinisource (Business Associate)

[Employer]

Name (Print) \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_





DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**  
Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** October 19, 2020  
**SUBJECT:** Property Assessments

Attached is paperwork regarding two (2) properties that had their overgrowth cleared by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Kendall Tack  
14119 130<sup>th</sup> Street  
Wellsburg, IA 50680  
\$1746.29 August 2020  
26.19 2020 (fees)  
\$1772.48 Total owed  
Property address: 710 W. 13<sup>th</sup> St., CF  
Parcel # 8914-13-104-007

Kendall Tack  
14119 130<sup>th</sup> Street  
Wellsburg, IA 50680  
\$1366.29 August 2020  
20.49 2020 (fees)  
\$1386.78 Total owed  
Property address: 1303 Walnut St., CF  
Parcel # 8914-13-104-008

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

LLOYD A. OR WILMA G. HODGE

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TO THE ABOVE-NAMED PERSON(S):	Lloyd A. or Wilma G. Hodge c/o Kendall Tack
PROPERTY DESCRIPTION:	710 West 13 <sup>th</sup> Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-104-007
LEGAL DESCRIPTION OF PROPERTY:	Secors Addition, Lot 16 & N ½ of Alley, Cedar Falls, Black Hawk County, Iowa.

YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 710 West 13<sup>th</sup> Street pursuant to City of Cedar Falls Ordinance Section 17-246 and 17-247. This matter is currently set on the Cedar Falls City Council agenda for **November 16, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,  
  
CITY OF CEDAR FALLS, IOWA

By   
Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.

**Exhibit "A"**

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION FROM THE PROPERTY LOCATED AT 710 WEST 13<sup>TH</sup> STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-104-007

WHEREAS, it was determined that the property located at 710 West 13<sup>th</sup> Street, being legally described as Secors Addition, Lot 16 & N ½ of Alley, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-007, was in violation of City of Cedar Falls Ordinance Section 17-246 and 17-247 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 710 West 13<sup>th</sup> Street (Parcel ID 8914-13-104-007) to be mowed and cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation from the above-described property, in the amount of \$1,772.48, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Secors Addition, Lot 16 & N ½ of Alley, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-007

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 16<sup>th</sup> day of November, 2020.

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

ATTEST:

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

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 9/30/20

TO: KENDALL TACK  
14119 130TH STREET  
WELLSBURG, IA 50680

CUSTOMER NO: 5435/5435

TYPE: MS - MISCELLANEOUS

CHARGE	DATE DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
--------	------------------	------------	----------	--------------

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

CURRENT	30 DAYS	60 DAYS	90 DAYS
46.68	3112.58		

DUE DATE: 10/30/20

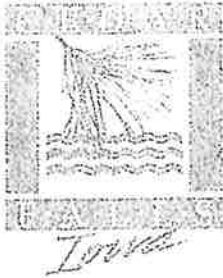
PAYMENT DUE: 3,159.26  
TOTAL DUE: \$3,159.26

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/30/20 DUE DATE: 10/30/20 NAME: TACK, KENDALL  
CUSTOMER NO: 5435/5435 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613  
(319) 273-8600

TOTAL DUE: \$3,159.26



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

CITY OF CEDAR FALLS, IOWA

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

October 1, 2020

Kendall Tack  
14119 130th Street  
Wellsburg, IA 50680

Dear Kendall Tack,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-overgrowth clearing at 710 W. 13th Street, Cedar Falls on 8/6/20 for \$1746.29, as well as late fees of \$26.19 for a total amount due of \$1772.48. **If no payment is received by October 15, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 14.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: KENDALL TACK  
14119 130TH STREET  
WELLSBURG, IA 50680

INVOICE NO: 36857  
DATE: 8/13/20

CUSTOMER NO: 5435/5435

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 710 W. 13TH STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#16296 CODE ENFORCEMENT	1,746.29	1,746.29
			\$1,710.00 \$36.29
1.00	CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 1303 WALNUT STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#16296 CODE ENFORCEMENT	1,366.29	1,366.29
			\$1,330.00 \$36.29

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$3,112.58

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/13/20 DUE DATE: 9/14/20  
CUSTOMER NO: 5435/5435

NAME: TACK, KENDALL  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 36857  
TERMS: NET 30 DAYS

AMOUNT: \$3,112



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/29/2020 Case # 20-0377-GRSS
PROPERTY RESIDENT: Occupant
PROPERTY ADDRESS: 710 W 13th St
Cedar Falls Iowa 50613
Property Owner Name: Kendall Tack
Property Owner Address: 14119 130th St
Wellsburg, IA 50680

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

SECORS ADDITION LOT 16 & N 1/2 OF THAT PORTION OF ALLEY LYIN

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 8/5/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

All volunteer bushes, trees and weeds, must be removed from the property.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 8/5/2020

Citation Points Abatement Action Pointed Assessed

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read "Greg Rekwart", with a long, sweeping underline.

Officer Greg Rekwart  
Code Enforcement Officer



























DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

**INTEROFFICE MEMORANDUM**

Financial Services Division

**TO:** Jacque Danielsen, City Clerk  
**FROM:** Andrea Ludwig, Financial Clerk  
**DATE:** October 19, 2020  
**SUBJECT:** Property Assessments

Attached is paperwork regarding two (2) properties that had their overgrowth cleared by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Can you please start the process of assessing these fees against the owner's property taxes?

Kendall Tack  
14119 130<sup>th</sup> Street  
Wellsburg, IA 50680  
\$1746.29 August 2020  
    26.19 2020 (fees)  
\$1772.48 Total owed  
Property address: 710 W. 13<sup>th</sup> St., CF  
Parcel # 8914-13-104-007

\* Kendall Tack  
14119 130<sup>th</sup> Street  
Wellsburg, IA 50680  
\$1366.29 August 2020  
    20.49 2020 (fees)  
\$1386.78 Total owed  
Property address: 1303 Walnut St., CF  
Parcel # 8914-13-104-008

If you have any questions, please feel free to contact me at 5104.

CITY OF CEDAR FALLS, IOWA  
COUNTY OF BLACK HAWK  
STATE OF IOWA

**NOTICE OF PROPOSED FINAL  
ASSESSMENT PROCEEDINGS**

v.

LLOYD A. OR WILMA G. HODGE

---

TO THE ABOVE-NAMED PERSON(S):	Lloyd A. or Wilma G. Hodge c/o Kendall Tack
PROPERTY DESCRIPTION:	1303 Walnut Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-13-104-008
LEGAL DESCRIPTION OF PROPERTY:	Pacific Addition, Lot 180, Exc. S 40.3 Ft, Cedar Falls, Black Hawk County, Iowa.

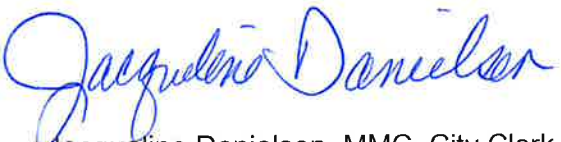
YOU ARE HEREBY NOTIFIED that there is a proposed resolution to place a lien on the property named above in order to collect the costs incurred by the City of Cedar Falls to mow and clear overgrown vegetation on the property located at 1303 Walnut Street pursuant to City of Cedar Falls Ordinance Section 17-246 and 17-247. This matter is currently set on the Cedar Falls City Council agenda for **November 16, 2020**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By   
Jacqueline Danielsen, MMC, City Clerk  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

Enclosures.



**Exhibit "A"**

Prepared by: Jacqueline Danielsen, City Clerk, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

---

**RESOLUTION NO. \_\_\_\_\_**

RESOLUTION LEVYING A FINAL ASSESSMENT FOR COSTS INCURRED BY THE CITY OF CEDAR FALLS, IOWA TO MOW AND CLEAR OVERGROWN VEGETATION FROM THE PROPERTY LOCATED AT 1303 WALNUT STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-13-104-008

WHEREAS, it was determined that the property located at 1303 Walnut Street, being legally described as Pacific Addition, Lot 180, Exc. S 40.3 Ft., Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-008, was in violation of City of Cedar Falls Ordinance Section 17-246 and 17-247 for failure to mow/maintain the property, and

WHEREAS, after notice(s) to abate the nuisance, the owner of record did not abate the nuisance, and after afforded a substantial period of time in which to do so, the City of Cedar Falls did cause the property located at 1303 Walnut Street (Parcel ID 8914-13-104-008) to be mowed and cleared, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed for the mowing and clearing of overgrown vegetation were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to mow and clear overgrown vegetation from the above-described property, in the amount of \$1,386.78, be assessed as a lien against the following described real estate, as provided by law, together with the administrative expense of \$5.00, and a \$47.00 filing fee to the Black Hawk County Recorder's Office, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

Pacific Addition, Lot 180, Exc. S 40.3 Ft., Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-13-104-008

BE IT FURTHER RESOLVED that the City Clerk of the City of Cedar Falls, Iowa, is hereby authorized and directed to place said assessment of record with the proper officials of Black Hawk County, Iowa, in order to make the assessment a lien against the above-described real estate, to be collected in the same manner as property taxes, as provided by law.

PASSED AND ADOPTED this 16<sup>th</sup> day of November, 2020.

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

ATTEST:

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



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

October 1, 2020

Kendall Tack  
14119 130th Street  
Wellsburg, IA 50680

Dear Kendall Tack,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-overgrowth clearing at 1303 Walnut Street, Cedar Falls on 8/6/20 for \$1366.29, as well as late fees of \$20.49 for a total amount due of \$1386.78. **If no payment is received by October 15, 2020 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls  
Accounts Receivable  
220 Clay Street  
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig  
Financial Clerk

Enclosure

INVOICE

Item 15.

CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS, IA 50613

(319) 273-8600

TO: KENDALL TACK  
14119 130TH STREET  
WELLSBURG, IA 50680

INVOICE NO: 36857  
DATE: 8/13/20

CUSTOMER NO: 5435/5435

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 710 W. 13TH STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#16296 CODE ENFORCEMENT	1,746.29	1,746.29
			\$1,710.00
			\$36.29
1.00	CLEARED OVERGROWTH ON 8/6 PER ORDINANCE 17-246&247 LOCATION: 1303 WALNUT STREET, CEDAR FALLS PROFESSIONAL LAWN CARE INV.#16296 CODE ENFORCEMENT	1,366.29	1,366.29
			\$1,330.00
			\$36.29

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER  
30 DAYS

TOTAL DUE: \$3,112.58

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/13/20 DUE DATE: 9/14/20  
CUSTOMER NO: 5435/5435

NAME: TACK, KENDALL  
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:  
CITY OF CEDAR FALLS  
220 CLAY STREET  
CEDAR FALLS IA 50613

INVOICE NO: 36857  
TERMS: NET 30 DAYS

AMOUNT: \$3,112



DEPARTMENT OF COMMUNITY DEVELOPMENT

CODE ENFORCEMENT
CITY OF CEDAR FALLS, IOWA
220 Clay Street
Cedar Falls, IA 50613
Phone(319) 273-8606
Fax (319) 273-8610
www.cedarfalls.com

LEGAL NOTICE OF NUISANCE TO BE ABATED:
GRASS AND WEEDS

EFFECTIVE DATE OF THIS NOTICE: 7/29/2020 Case # 20-0376-GRSS
PROPERTY RESIDENT: occupant
PROPERTY ADDRESS: 1303 Walnut St
Cedar falls iowa 50613
Property Owner Name: Kendall Tack
Property Owner Address: 14119 130th St
Wellsburg, IA 50680

A complaint has been brought to the attention of this office and an inspection of the property found that weeds and grass have been allowed to become a nuisance. The property is legally described as follows:

PACIFIC ADDITION LOT 180 EXC S 40.3 FT

Please refer to Ordinance Section 17-246 for orientation purposes and compliance requirements. Your cooperation in complying with this ordinance is appreciated. The City will inspect the property in seven (7) days from the date of this mailing notice, on 8/5/2020, to confirm compliance with the Ordinance requirements. If the property is not brought into compliance after the seven days, the City will mow the property to bring it into compliance.

Volunteer growth of bushes and trees and weeds need to be cleaned from the property.

Sec. 17-246. - Noxious weeds prohibited; exceptions.

(a) It shall be unlawful for the owner or person in possession or control of any land within the city to maintain, cause or permit a nuisance as defined in this section to exist upon such land. For purposes of this section, the term "nuisance" means noxious weeds, which shall include the following:

- (1) Those defined in Iowa Code § 317.1A;
(2) Grass and weeds exceeding eight inches in height;
(3) Volunteer trees, bushes or other vegetation that have not been intentionally planted or which have spread through natural means into unsuitable or unsightly areas, such as in cracks or crevices along building foundations, driveways, retaining walls, sidewalks, or other similar improvements.

Table with 3 columns: Code Section, Nature of the Violation, Comply By. Row 1: IACF 11-297(a)(19) Un-mowed Grass or Weeds, For un-mowed grass or weeds, in violation of section 17-246 of this code., 8/5/2020

Citation Points Abatement Action Pointed Assessed

Further, please be notified that the actual cost and expense of cutting or otherwise destroying the vegetation (manpower, equipment, fuel, etc.), together with the costs of supervision and administration up to the time the property is brought into compliance, shall be recovered by an assessment against the tract of land on which the vegetation is growing. The City shall send an invoice for the total expenses incurred by regular mail to the property owner who failed to abide by the notice to abate, and if the amount shown by the invoice has not been paid within 30 days of the invoice date, the City Clerk shall certify the total amount of the invoice plus any administrative costs to the County Treasurer and such costs shall then be collected with, and in the same manner as, general property taxes.

If you should have any questions concerning this matter, please contact the Code Enforcement at (319) 268-5186. If you have already taken care of this problem, the City of Cedar Falls appreciates your cooperation.

CITY OF CEDAR FALLS CODE ENFORCEMENT

A handwritten signature in black ink, appearing to read "Greg Rekwart", with a long, sweeping underline.

Officer Greg Rekwart  
Code Enforcement Officer

































## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

---

**MEMORANDUM**

**TO:** Mayor Green and City Council Members  
**FROM:** Colleen Sole, Personnel Specialist/Title VI Coordinator  
**DATE:** November 9, 2020  
**SUBJECT:** Title VI Non-Discrimination Agreement with  
Iowa Department of Transportation

The attached Title VI Non-Discrimination Agreement with the Iowa Department of Transportation has been updated. This document is required to be updated to maintain the City's compliance and is necessary to receive federal funding through the IDOT for transportation projects.

If you have questions, please feel free to contact me at 243-2712.



**Title VI Non-Discrimination Agreement**  
**Iowa Department of Transportation**  
**and**  
**(City of Cedar Falls)**

**Agency Information**

Name and title of administrative head:

Name: Robert M. Green Title: Mayor

Address: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613 County: Black Hawk

Phone/FAX: 319-273-8600 Email: Rob.Green@cedarfalls.com

Name and title of designated Title VI coordinator:

Name: Colleen Sole Title: Personnel Specialist

Address: 220 Clay Street

City: Cedar Falls State: IA ZIP Code: 50613 County: Black Hawk

Phone/FAX: 319-273-8600 Email: Colleen.Sole@cedarfalls.com

\*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

**Title VI Program**

**I. Organization and staffing**

Pursuant to 23 C.F.R. § 200, City of Cedar Falls, Iowa has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

**II. Assurances required**

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.



### III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
  - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
  - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.



**IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities**

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
- (a) The alleged act of discrimination.
  - (b) Date when the person(s) became aware of the alleged discrimination
  - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
- a) The complainant's name and address, or other means by which the complainant may be contacted.
  - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
  - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
  - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
  - e) Apparent merit of the complaint.
  - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation  
Office of Employee Services – Civil Rights  
800 Lincoln Way  
Ames, Iowa 50010  
515-239-1422  
515-817-6502 (fax)  
dot.civilrights@dot.iowa.gov

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
- a) Acknowledges receipt of the discrimination complaint.
  - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
  - c) Contains a list of each issue raised in the discrimination complaint.
  - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
  - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.
6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
- a) Name, address and phone number of the complainant.
  - b) Name(s) and address(es) of alleged discriminating official(s).
  - c) Basis of complaint (i.e., race, color, national origin, gender).
  - d) Date of alleged discriminatory act(s).
  - e) Date of complaint received by the LPA.
  - f) A statement of the complaint.
  - g) Other agencies (state, local or federal) where the complaint has been filed.
  - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.
7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
  - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
  - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
  - b) The identity of the complainant(s).
  - c) The identity of individual respondents to the allegations.
  - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
  - b) Basis of discrimination complaint.
  - c) Description of complaint.
  - d) Date filed.
  - e) Disposition and date.
  - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

**V. Sanctions**

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

**IOWA DEPARTMENT OF TRANSPORTATION**

**(City of Cedar Falls)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

Robert M. Green, Mayor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Title VI Non-discrimination Policy Statement**

The \_\_\_\_\_ City of Cedar Falls, Iowa \_\_\_\_\_, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*.; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's \_\_\_\_\_ Colleen Sole, Title VI Coordinator \_\_\_\_\_, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

\_\_\_\_\_  
Signature

Robert M. Green, Mayor

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date



## DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

## M E M O R A N D U M

Legal Services Division

**TO:** Mayor Green, City Council  
**FROM:** Kevin Rogers, City Attorney  
**DATE:** November 11, 2020  
**SUBJECT:** Amendment to Preconstruction Agreement with IA DOT

Accompanying this Memorandum please find a proposed amendment to a Pre-Construction Agreement the City entered into with the Iowa Department of Transportation in connection with the Iowa Highway 58 and Viking Road Project.

The agreement is being amended at the request of IA DOT. Although the proposed amendment is self-explanatory, basically it strikes Paragraph 3(c) from the agreement.

Paragraph 3(c) of the agreement states as follows:

The future closure of Shawnee Road will be necessary east of Iowa 58 if the land use changes from agriculture or development occurs.

Staff has researched this matter and has determined that there is no Shawnee Road platted east of Iowa 58, so the reference in Paragraph 3(c) makes no sense. Furthermore, the law is clear that IA DOT controls access to Iowa 58, including any closure of farm access points, regardless of land use, so it is not necessary that the agreement address the issue. IA DOT has indicated that it does not wish to pre-determine closure in the agreement, and because it is IA DOT's decision to make and not the City's, staff has no issue with the amendment.

A representative of IA DOT has already signed the amendment.

Staff recommends that Council approve the proposed amendment.

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



IOWA DEPARTMENT OF TRANSPORTATION  
First Amendment to Preconstruction Agreement  
For Primary Road Project

County: Black Hawk  
City: Cedar Falls  
Project No.: HSIPX-058-1(92)—3L-07 (Grade/Pave)  
NHSX-058-1(94)—3H-07 (Bridge)  
NHSX-058-1(95)—3H-07 (Ret. Wall)  
  
Iowa DOT  
Agreement No. 2017-4-195  
Staff Action No. S-2018-0223

This First Amendment to Preconstruction Agreement for Primary Road Project is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the City of Cedar Falls, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable.

DOT and LPA previously entered into that certain Preconstruction Agreement for Primary Road Project, No. 2017-4-195, as more particularly described above, in September, 2017, hereinafter designated the "Agreement."

Paragraph 3(c.) of the Agreement addresses the potential future closure of Shawnee Road east of Iowa 58.

DOT and LPA wish to remove Paragraph 3(c) from the Agreement and have reached agreement on the terms of said amendment.

Therefore, it is agreed as follows:

- 1. Paragraph 3(c.) of the Agreement is hereby stricken in its entirety.
- 2. All of the terms and conditions of the Agreement, including Exhibits, remain the same and are hereby ratified and confirmed, except as expressly amended in this instrument.

In Witness Whereof, each of the parties hereto has executed this First Amendment to Preconstruction Agreement for Primary Road Project as of the date shown opposite its signature below.

City of Cedar Falls, Iowa:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Robert M. Green, Mayor

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

Iowa Department of Transportation:

By: E. Jon Rausy Date: 10/30/2020  
Title: District 2 Engineer



## DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS  
 6510 HUDSON ROAD  
 CEDAR FALLS, IOWA 50613  
 PH: 319-268-4266  
 FAX: 319-277-9707

## MEMORANDUM

**TO:** The Honorable Mayor Green and City Council  
**FROM:** Heather Skeens, Cultural Programs Supervisor  
**DATE:** November 16, 2020  
**SUBJECT:** Red House Studios (224 West Seerley Boulevard)

Please find attached three lease agreement extensions for use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Hearst Center's Visiting Artist Program. The extensions provide for continued use of the studios per the original lease agreements, with a new lease expiration date of June 30, 2021.

Despite the unprecedented planning interruptions and ever-changing k-12 classroom schedules over the last nine months, the Red House Studio artists have each successfully worked with teachers in our community to develop and implement visits/activities in local classrooms. Concurrently, each artist has made excellent use of the space in continuing to develop their work, and have found the program to be meaningful and the space necessary. One artist has chosen not to continue his lease. This studio will be re-leased for January through June to another local artist. An agreement will be presented to council for approval in December.

The project summary is reproduced below for your convenience. Please let me know if you have any questions or concerns.

### **Project Summary:**

The "Red House Studios" project was formed through various discussions with Hearst building visioning committee members, local artists, Cedar Valley Arts steering committee members, UNI faculty and city staff. After an initial proposal in August of 2018, the project was vetted through a series of meetings with city staff, risk management committee, other area arts organizations, and UNI Department of Art faculty. The project was implemented to serve several needs:

- to create an arts-related, mission-driven use for the rental property next door to the Hearst Center;
- to catalyze the start of a Visiting Artist program in Cedar Falls Schools, coordinated by the Hearst Center;



- to collaborate with UNI on a community outreach program; modeled after a successful program at Drake University.

The Red House Studios and Visiting Artist program are meant to be a programmatic test of this model, in anticipation of a possible studio program in the renovation plans for the Hearst Center, which would eventually be revenue-generating. All costs associated with the initial two-year run of this program are covered by an estate donation held by the Hearst Center for the support of a Visiting Artist program.

The house will rent to four artists for the length of one year as studio workspace. Three studios will be rented to artists currently practicing in our community. The fourth studio will be rented to a recent graduate of the UNI art program. The use of the UNI studio is an award for excellence, supported by the UNI Department of Art through a \$3000 sponsorship.

All artists occupying studios have agreed to provide two programs each at a pre-selected Cedar Falls school. This coordination of the Visiting Artists will be administered by Heather Skeens, Cultural Programs Supervisor, and Lysie Maynard, Cedar Falls School lead art teacher. Artists will be paired with classrooms by Lysie Maynard depending on each artist's studio practice and the interests of the art teachers.

CC: Stephanie Sheetz, Director of Community Development  
Kim Manning, Visitors and Tourism Bureau/Cultural Programs Manager

CITY OF CEDAR FALLS  
RED HOUSE STUDIO LEASE  
EXTENSION

This Lease Extension is entered into on the 8 day of Nov., 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA, 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated 01/11/20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1<sup>st</sup> day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Angela Waseskuk  
INSERT TEXT

NOV 8, 2020  
DATE

CITY OF CEDAR FALLS, IOWA

BY \_\_\_\_\_  
ROBERT M. GREEN, MAYOR

\_\_\_\_\_  
DATE

ATTEST:

BY \_\_\_\_\_  
JACQUELINE DANIELSON, CITY CLERK

\_\_\_\_\_  
DATE

CITY OF CEDAR FALLS  
RED HOUSE STUDIO LEASE

This Lease Agreement in entered into on the 11<sup>th</sup> day of January, 2020 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Angela Waseskuk ("Lessee"), whose address for purposes of this Lease Agreement is 903 Walnut St. Cedar Falls, IA 50613.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1<sup>st</sup> day of January, 2020 to the 31<sup>st</sup> day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

*Studio C located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")*

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1<sup>st</sup> day of February, 2020, and the same amount in advance on the 1<sup>st</sup> day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.

3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:

- a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
- b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio C. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
  - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
  - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
  - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
  - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
  - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
  - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1<sup>st</sup> day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
  - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - b. Keep the Premises as clean and safe as their condition permits;
  - c. Dispose of all garbage and other waste in a clean and safe manner;
  - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
  - e. Keep the plumbing fixtures as clean as their condition permits;
  - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
  - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
  - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. NO HAZARDOUS MATERIALS: Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
  - b. LIABILITY: Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
  - c. REMEDIATION: Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
  - d. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
  - e. DISPOSAL: Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
  - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
  - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law



for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.


29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

Angela Waseskuk  
INSERT TEXT

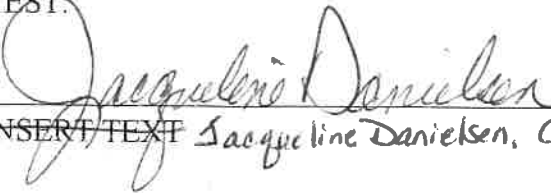
Jan 11, 2020  
DATE

CITY OF CEDAR FALLS, IOWA

BY   
INSERT TEXT Robert M. Green, Mayor

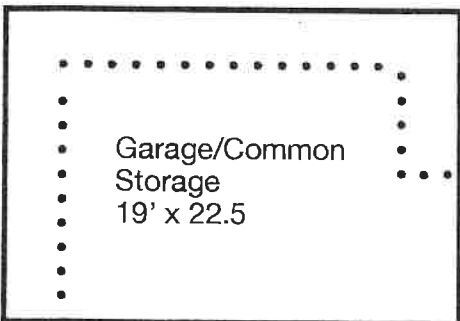
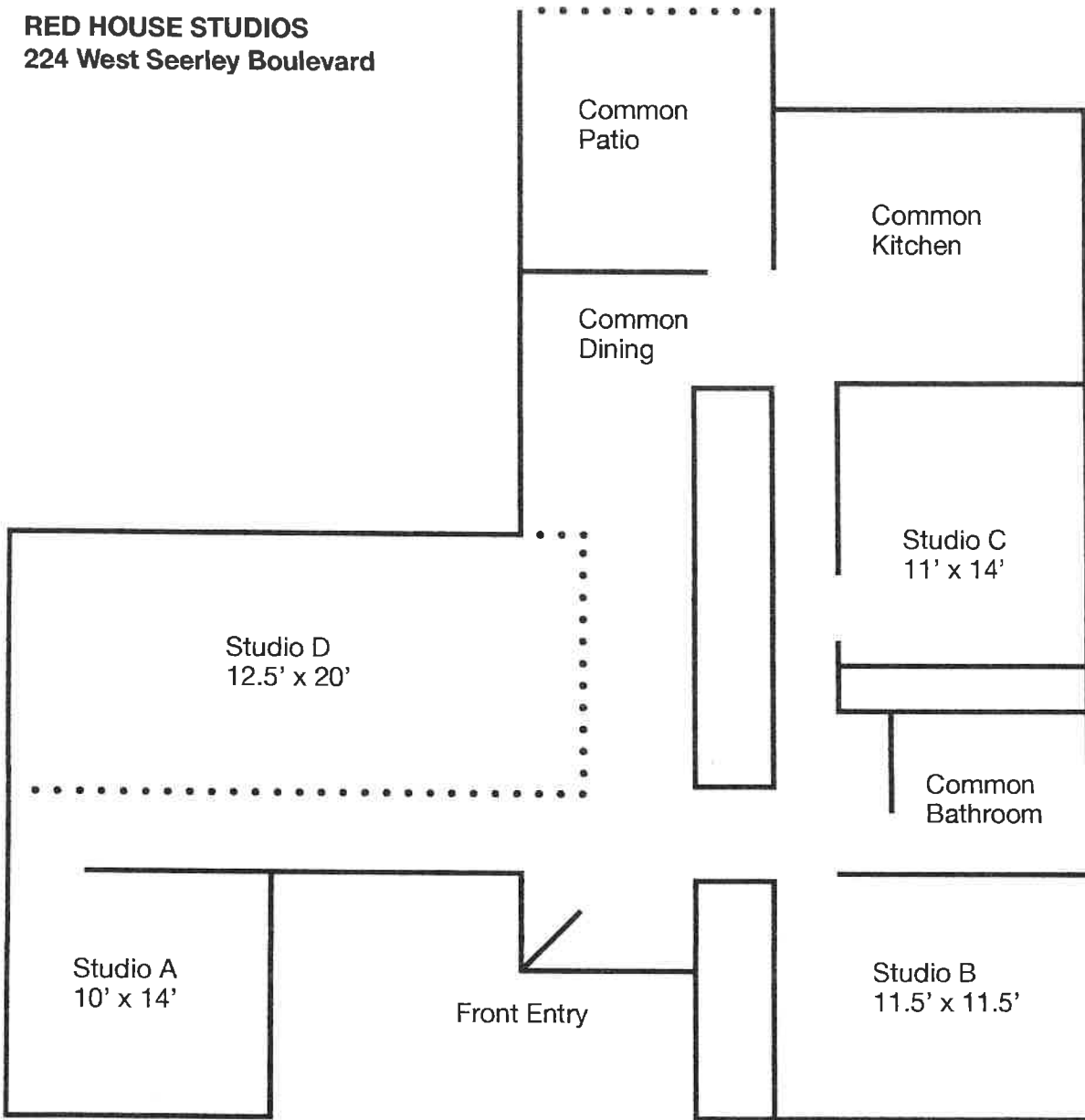
1/20/2020  
DATE

ATTEST.

BY   
INSERT TEXT Saqueleine Danielsen, City Clerk

1/20/2020  
DATE

**RED HOUSE STUDIOS**  
224 West Seerley Boulevard



CITY OF CEDAR FALLS  
RED HOUSE STUDIO LEASE  
EXTENSION

This Lease Extension is entered into on the 10 day of November, 20<sup>20</sup>, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Nick Doely

("Lessee"), whose address for purposes of this Lease Agreement is 122 Main St. Apt 1 Cedar Falls IA 50613

1. Lessor and Lessee entered into that certain Lease Agreement dated 10/1/20 <sup>07/20/20</sup>, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.

2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$145.00 per month due in advance on the 1<sup>st</sup> day of each month during the term of the Lease.

3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

  
\_\_\_\_\_

INSERT TEXT

10/11/20  
DATE

CITY OF CEDAR FALLS, IOWA

BY \_\_\_\_\_  
ROBERT M. GREEN, MAYOR

\_\_\_\_\_  
DATE

ATTEST:

BY \_\_\_\_\_  
JACQUELINE DANIELSON, CITY CLERK

\_\_\_\_\_  
DATE

CITY OF CEDAR FALLS  
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 1<sup>st</sup> day of February, 2020, by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Noah Doery ("Lessee"), whose address for purposes of this Lease Agreement is

122 Main St Apt 1 Cedar Falls, IA  
50613

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 1<sup>st</sup> day of January, 2020 to the 31<sup>st</sup> day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

*Studio D located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the "Premises")*

2. Rent. Lessee shall pay Lessor as rental for said term as follows: The sum of \$145.00 on or before the 1<sup>st</sup> day of February, 2020, and the same amount in advance on the 1<sup>st</sup> day of each month thereafter during the term of this Lease. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the due date to the date of actual payment. Rent shall be paid in advance and no refund shall be made except as herein provided. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.
3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
- a. COMPLIANCE WITH LAWS: Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
  - b. NO RESIDENTIAL USE: Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio D. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. FIRE SAFETY: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
  - b. NO NUISANCE: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
  - c. RULES AND REGULATIONS: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
  - d. NO SMOKING: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
  - e. SIGNAGE: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
  - f. STUDIO KEYS: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
  - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1<sup>st</sup> day of the extended absence.
5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their

intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.

6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
  - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - b. Keep the Premises as clean and safe as their condition permits;
  - c. Dispose of all garbage and other waste in a clean and safe manner;
  - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
  - e. Keep the plumbing fixtures as clean as their condition permits;
  - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
  - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
  - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.

10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
- a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
  - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
  - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
  - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
  - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.



13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
  - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
  - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.
20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and Lessee fails to pay the rent within three (3)

days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.

21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.
28. Notices. Any notice, for which provision is made in this Lease, shall be in writing , and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law

for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.

29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

*[Handwritten Signature]*

INSERT TEXT

1/11/20  
DATE

CITY OF CEDAR FALLS, IOWA

BY *[Handwritten Signature]*

~~INSERT TEXT~~ Robert M. Green, Mayor

1/20/2020  
DATE

ATTEST

BY *[Handwritten Signature]*

~~INSERT TEXT~~ Jacqueline Danielson, City Clerk

1/20/2020  
DATE

CITY OF CEDAR FALLS  
RED HOUSE STUDIO LEASE  
EXTENSION

This Lease Extension is entered into on the 10 day of November, 2020 by the City of Cedar Falls, Iowa, ("Lessor"), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Abigail Hedley ("Lessee"), whose address for purposes of this Lease Agreement is 2500 Olive St., Cedar Falls, IA 50613.

1. Lessor and Lessee entered into that certain Lease Agreement dated 03/26/20, a copy of which is attached as Exhibit "A". The term of the Lease Agreement is January 1, 2020, until December 31, 2020.
2. Lessor and Lessee now wish to extend the term of the Lease Agreement until June 30, 2021, for the same rental amount, ie, \$0 per month due in advance on the 1<sup>st</sup> day of each month during the term of the Lease.
3. The parties hereby confirm and ratify all of the terms and conditions of the Lease Agreement, except as expressly modified in this Lease Extension.

Lessee:

Abigail Hedley  
INSERT TEXT

11/10/2020  
DATE

CITY OF CEDAR FALLS, IOWA

BY \_\_\_\_\_  
ROBERT M. GREEN, MAYOR

\_\_\_\_\_  
DATE

ATTEST:

BY \_\_\_\_\_  
JACQUELINE DANIELSON, CITY CLERK

\_\_\_\_\_  
DATE

CITY OF CEDAR FALLS  
RED HOUSE STUDIO LEASE

This Lease Agreement is entered into on the 26th day of March, 2020, by the City of Cedar Falls, Iowa, (“Lessor”), whose address for purposes of this Lease Agreement is 220 Clay Street, Cedar Falls, IA 50613, and Abigail R. Hedley (“Lessee”), whose address for purposes of this Lease Agreement is 2500 Olive St. Apt. E Cedar Falls, IA 50613.

1. Premises and Term. In consideration of the agreements below set forth, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, from the 7<sup>th</sup> day of April, 2020 to the 31<sup>st</sup> day of December, 2020, the following described premises located in Cedar Falls, Black Hawk County, Iowa, together with the improvements thereon, and all rights, easements and appurtenances therewith:

*Studio A located at 224 West Seerley Boulevard, Cedar Falls, Iowa. See Diagram A attached hereto and incorporated herein by this reference. (the “Premises”)*

2. Rent. The lessee acknowledges that rent shall be paid by the UNI Foundation at a rate of \$375 per class visit, with eight scheduled visits for the fall semester of 2020. The rental amount for the period of the lease is \$3000.00 to be paid as follows: The UNI Foundation will be invoiced for \$375 per classroom visit within one week of the completion of each of the eight visits. All delinquent payments shall bear interest at the rate of seven percent (7%) per annum, computed from the scheduled date herein to the date of actual payment. Rent shall be paid as set forth herein. Payment shall be made in the form of a Money Order, Certified Check, Cashier Check, or Personal Check, made payable to the City of Cedar Falls, Iowa, and either mailed or delivered to the Hearst Center for the Arts, 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, or a payment with VISA, Mastercard, or Discover Card may be made at the Hearst Center for the Arts.

3. Use. Tenant shall use the Premises only as a working artist studio, subject to the following terms:
  - a. **COMPLIANCE WITH LAWS:** Lessee shall comply with all applicable laws, ordinances and building health and police regulations, and shall not use the Premises for any illegal purpose.
  - b. **NO RESIDENTIAL USE:** Lessee shall not use the Premises for any type of residential purpose including sleeping overnight.

4. Security. Lessee understands that use of the Premises is at Lessee's own risk, and Lessee shall be solely responsible for the security of Studio A. The Premises will be accessible by Lessee via key 24 hours a day, 7 days a week. Lessee shall ensure that entry doors to the Premises are locked upon arrival and departure, except as may be otherwise posted.
- a. **FIRE SAFETY**: Lessee shall not engage in any activity or permit any use of the Premises which will void any insurance on the Premises, or which causes an increase in Lessor's standard insurance rates. Lessee shall exercise basic fire safety practices, including storing all paints and solvents in a fire-rated metal storage cabinet and, which Lessor may inspect at any time, and shall dispose of all flammable materials in a safe manner. Unless approved by Lessor in writing in advance, under no circumstances shall Lessee have in the Premises a hot plate, space heater, open flame, candle, incense or any other item that in the opinion of Lessor creates an unreasonable risk of injury or damage.
  - b. **NO NUISANCE**: Lessee shall not in any way create, or allow in the Premises, a nuisance or disturb any other person in the Premises, or injure the reputation of the Lessor. Creating a nuisance or disturbance could include, but is not limited to: verbal abuse, physical abuse, failure to respond to a cease and desist notice or request, disregard for personal safety of others, housing of animals, abandonment of vehicles or other property on the premises, making excessive noise, use of excessively noise, odorous or toxic materials, access of roof or other restricted areas, theft including the theft of paper goods supplied by Lessor, unauthorized entry of other studios, or unauthorized handling or removal of another tenant's work.
  - c. **RULES AND REGULATIONS**: Lessee shall at all times observe, perform and abide by all the rules and regulations as may be adopted from time to time by Lessor and which may apply to all occupants of the Premises.
  - d. **NO SMOKING**: Lessee shall not smoke or vape inside or around the Premises except in a designated smoking area, if any.
  - e. **SIGNAGE**: Lessee shall not, without Lessor's prior written consent, place signage anywhere in or near the Premises.
  - f. **STUDIO KEYS**: Lessor shall provide all keys to the Premises and no duplicate keys are allowed to be obtained by Lessee. If Lessee requires a replacement key or is locked out of the Premises, Lessor shall charge Tenant \$10.00 per occurrence per key. If Lessee does not return all keys and duplicates for the Premises at the expiration or early termination of the Lease, Lessor shall deduct the cost of rekeying the Premises by a locksmith from the Security Deposit. If the Security Deposit is insufficient to cover such cost, Lessee shall be responsible for the difference. No locks or padlocks are permitted for any outside entrance or inside door except as provided or approved in advance by Lessor.
  - g. Lessee shall notify Lessor of any anticipated extended absence from the Premises not later than the 1<sup>st</sup> day of the extended absence.

5. Acceptance of Premises in Its "As Is" Condition. Lessee has inspected the property and fixtures and acknowledges that they are in a reasonable and acceptable condition for their intended use, and that the rent agreed upon is fair and reasonable for this community for premises in their condition. In the event that the condition changes so that, in the Lessee's opinion, the use and rental value of the Premises are affected, then Lessee shall promptly give reasonable notice to Lessor. The Lessor assumes no obligation to make changes, alterations, or additions except as otherwise herein provided. By signing this lease, Lessee accepts all conditions of the Premises, in their present, "as is" condition.
6. Assignment and Subletting. Lessee shall not assign this lease or sublease the Premises or any portion thereof without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole and absolute discretion.
7. Common Areas. The Premises shall include the non-exclusive use of the bathroom, the three-season porch, the kitchen, and a large closet located on the main floor. The driveway may be used by Lessee on a first come, first served basis. The garage may be used for storage of items directly associated with the use of the Premises as set forth in this Lease, on a non-exclusive basis, provided that an area of 10 feet by 10 feet is reserved and available for temporary Studio work.
8. Maintenance of Premises. Lessor shall be responsible for routine maintenance and repair of the Premises. However, Lessee shall:
  - a. Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
  - b. Keep the Premises as clean and safe as their condition permits;
  - c. Dispose of all garbage and other waste in a clean and safe manner;
  - d. Conduct himself or herself in a manner that will not disturb a neighbor's peaceful enjoyment of the Premises;
  - e. Keep the plumbing fixtures as clean as their condition permits;
  - f. Use in a reasonable manner all electrical, plumbing, heating, ventilating, air conditioning and other facilities and appliances;
  - g. Not deliberately or negligently destroy, deface, damage, impair or remove a part of the Premises or knowingly permit a person to do so; and
  - h. Make no additions, alterations or improvements to the Premises without the prior written consent of the Lessor.
9. Surrender of Possession. Lessee shall surrender possession of said Premises at the expiration of this Lease without further Notice to Quit and in as good repair and condition as the same are in or may hereafter be placed, unavoidable wear through careful use or damage by fire or the elements caused without any fault on the Lessee's part excepted.



10. Utilities. Lessor shall pay all basic public utility services used, including all electricity, gas, water, city sewer, garbage and trash removal. Neither Internet nor cable television services shall be provided by Lessor.
11. Liability for Damage or Injury. Lessee shall be liable for any damage or injury to Lessee's person or any of Lessee's property caused by the negligence or other fault of Lessee or Lessee's, employees, agents, invitees or associates which may arise out of or in connection with the use and occupancy of the Premises.
12. Hazardous Materials. Lessee expressly represents and agrees:
  - a. **NO HAZARDOUS MATERIALS:** Lessee shall use all reasonable safety precautions when handling any hazardous, toxic, flammable, combustible or explosive fluid, material, chemical or substance, including any item defined as hazardous pursuant to Iowa law. Lessee understands and agrees that Lessor's consent to use such substances is at Lessor's sole option and complete discretion and that such consent may be withheld or may be granted with any conditions or requirements that Lessor deems appropriate.
  - b. **LIABILITY:** Lessee shall be fully liable for all costs and expenses related to the use, storage, removal and disposal of hazardous substances used or kept on the property by Lessee, and Lessee shall give immediate notice to Lessor of any violation or any potential violation of any environmental regulation, rule, statute or ordinance relating to the use, storage or disposal of any hazardous substance.
  - c. **REMEDIATION:** Lessee, at its sole cost and expense, agrees to remediate, correct or remove any contamination of the property caused by any hazardous substances which have been used or permitted by Lessee or any employee, agent, invitee or associate of Lessee on the Premises. Remediation, correction or removal shall be in a safe and reasonable manner, and in conformance with all applicable laws, rules and regulations. Lessee reserves all rights allowed by law to seek indemnity or contribution from any person, other than the Lessor, who is or may be liable for any such cost and expense.
  - d. **INDEMNIFICATION:** Lessee agrees to indemnify and hold Lessor harmless from and against all claims, causes of action, damages, loss, costs, expense, penalties, fines, lawsuits, liabilities, attorney fees and engineering and consulting fees, arising out of or in any manner connected with Lessee's use or use permitted by Lessee of hazardous substances on the Premises, on or after the date of this Lease and during the term of this Lease, including but not limited to, injury or death to persons or damage to property and including any diminution of the value of any part of the Premises which may result from the foregoing. This indemnity shall survive the cessation, termination, abandonment or expiration of this Lease.
  - e. **DISPOSAL:** Lessee agrees not to place, pour or dump any toxic materials or chemical waste in the toilets, sinks or drains, nor anywhere in, on or around the

Studio or the Building and agrees to make appropriate arrangements, at Lessee's sole cost and expense, to store and dispose of all toxic and other chemical wastes.

13. No Unlawful Business. Lessee agrees that Lessee shall not engage in or permit any unlawful business whatsoever on the Premises.
14. Compliance with Lawful Regulations. Lessee shall comply with all lawful regulations, restrictions, ordinances and laws applicable to the proper use and occupancy of the Premises; and not allow ashes or trash of any kind to accumulate on the Premises.
15. Snow Removal. Lessor agrees to remove snow and other obstructions from the sidewalks and driveway and be responsible for the grounds, including lawn cleanup and care.
16. Access. Lessor shall have the right to enter the leased Premises, including the Studios, in order to inspect the premises, monitor use, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the leased Premises to prospective or actual purchasers, tenants, workmen or contractors.
17. Non-liability of Lessor. Lessor shall not be liable for any damage or loss, either to person or property, sustained by Lessee or any other person, resulting from anything occurring during the term of this Lease, including any extension, on the Premises, without exception and without recourse. This includes but is not limited to the Premises or any part or appurtenances thereof becoming out of repair, due to any accident, any act or neglect of any tenant, occupant or visitor of the Premises, or of any other person. Lessee is solely responsible for any insurance costs, damage and loss related to Lessee's personal property, including but not limited to Lessee's artwork. Lessee shall be solely liable, including legal fees if any and to the full extent of the law, for any damages caused by Lessee's use and occupancy. Lessee shall be solely liable for the actions of any employee, agent invitee and associate.
18. Non-Recourse. No individual elected or appointed officer, employee, agent or volunteer of Lessor, past or present, shall be personally liable for performance of Lessor's obligations in this Lease.
19. Termination of Lease.
  - a. Upon expiration of the term of the Lease, Lessee's continued occupancy of the Premises without objection by Lessor shall convert this lease to a month-to-month lease, which shall be terminable on thirty (30) days' written notice by either party.
  - b. The parties acknowledge that Lessor may terminate this Lease for any reason on ninety (90) days' advance written notice to Lessee.

20. Non-Payment of Rent. In addition to Lessor's other remedies provided by law, and without prejudice thereto, if rent is unpaid when due, and rent is not paid in accordance with the schedule set forth in paragraph 2 above within three (3) days after notice by Lessor of nonpayment and the Lessor's intention to terminate the lease if the rent is not paid within that period of time, the Lessor may terminate this Lease.
21. Fire or Casualty Damage. If the Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the Premises is substantially impaired, Lessee may (1) immediately vacate the premises and notify the Lessor within fourteen (14) days of Lessee's intention to terminate this Lease, in which case the Lease shall terminate as of the date of vacating, or (2) if continued occupancy is lawful, vacate only that part of the Premises rendered unusable by the fire or other casualty, in which case, Lessee's liability for rent shall be reduced in proportion to the diminution in the fair rental value of the Premises. If this Lease is terminated under the provisions of this paragraph, Lessor shall return to Lessee all prepaid rent and security that is due Lessee after lawful deductions, if any
22. Lessee Warranty. Lessee warrants that Lessee is not employed by the City of Cedar Falls and that this Lease has not been obtained by agreement to pay any fee, commission, percentage, gift or any other consideration to any person, and that no employee of the City of Cedar Falls shall be permitted to any share or part of this Lease or to any benefit to arise therefrom.
23. Moving Expenses. All expenses incurred by the Lessee for moving Lessee's personal property to the Premises and from the Premises upon expiration of this Lease, shall be Lessee's responsibility.
24. Property Manager. Heather Skeens, Cultural Programs Supervisor of the City of Cedar Falls, whose address is 304 West Seerley Boulevard, Cedar Falls, Iowa 50613, and whose telephone number is 319-268-5550 , and whose cell telephone number is 319-575-2877 , is the Property Manager who is authorized to manage the premises covered by this Lease and to receive notices and demands in connection herewith.
25. Security Deposit. At the time of execution of this Lease, Lessee and Lessor acknowledge that Lessee has paid a security deposit in the sum of \$300.00, which will be held by the Lessor and disbursed as a rental deposit according to law
26. Insurance. Lessee and Lessor agree to insure their respective interests in their real and personal property.
27. Mail.—Lessee may not designate the Premises as a mailing address for any purposes.

28. Notices. Any notice, for which provision is made in this Lease, shall be in writing, and may be given by either party to the other, in addition to any other manner provided by law, in any of the following ways: (a) by personal delivery; (b) by service in the manner provided by law for the service of original notice; or (c) by sending said notice by certified or registered mail, return receipt requested, to the last known address. For purposes of this Lease, the place for the payment of rental as provided in paragraph 2 above shall be the place designated by Lessor for the receipt of any such notice.
29. No Pets. Lessee shall not be entitled to have any pets on the Premises during the term of this Lease.
30. No Right to Incur Expenses. Lessee shall have no right to incur on behalf of Lessor any expenses for repairs or maintenance. Alterations or improvements to the Premises without the prior written consent of the Lessor, unless there is an emergency that affects Lessee's health or safety and Lessee is unable to contact the Property Manager for Lessor to obtain authorization for such expense. Lessee shall not contact any service or repair companies, but shall notify Lessor's Property Manager of the need for such service or repairs, and Lessor shall determine whether such services or repairs shall be made.
31. No Installation of Fixtures or Other Improvements. Lessee shall not install any fixtures or other improvements on or to the Premises without Lessor's prior written consent.
32. Window Coverings. All window coverings installed in the premises at Lessor's expense shall remain with the premises and become the property of Lessor upon termination of this Lease. Lessee shall not make any further window coverings or other alterations or improvements to the leased Premises without the prior written consent of the Lessor, which Lessor may refuse in its sole and absolute discretion.
33. Construction. Words and phrases herein shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context.
34. Entire Agreement. This Lease, including any addendum attached hereto, constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof; and no statement, representation or promise with reference to this Lease, or the Premises being leased, or of any repairs, alterations or improvements, or any change in the term of this Lease, shall be binding upon either of the parties unless in writing and signed by both Lessor and Lessee.
35. Termination. In addition to the termination rights under this Lease, Lessor and Lessee may terminate this Lease as otherwise provided by law.

Lessee:

*Hedley*

\_\_\_\_\_  
Abigail R. Hedley

\_\_\_\_\_  
3/26/2020  
DATE

CITY OF CEDAR FALLS, IOWA

BY \_\_\_\_\_  
INSERT TEXT

\_\_\_\_\_  
DATE

ATTEST:

BY \_\_\_\_\_  
INSERT TEXT

\_\_\_\_\_  
DATE


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Honorable Mayor Rob Green and City Council  
**FROM:** Stephanie Houk Sheetz, AICP, Community Development Director  
**DATE:** November 11, 2020  
**SUBJECT:** Change Order #1 for CDBG-CV Repair Project  
 2512 Cedar Heights Drive

Cedar Falls received Community Development Block Grant funding through the federal CARES Act (CDBG-CV). The Annual Action Plan was amended in June, designating \$100,000 of the \$160,000 CDBG-CV funds toward owner-occupied rehabilitation assistance for households who are financially impacted by COVID or have urgent repair needs.

On July 20, 2020, the City Council approved changes to the Manual for Housing Rehabilitation Programs that allow the City to provide grants of up to \$20,000 for disaster response programs such as CDBG-CV. In procuring and approving CDBG-CV contracts, have used the procedures for Targeted Repair grants authorized by the Manual, including requesting competitive quotes and having the Community Development Director or her designee sign contracts. The City's Purchasing Manual allows a Department Director to approve purchases under \$25,000 (section 11.04).

On October 23, 2020, the Community Development Department approved a \$10,785.75 contract with Daniels Home Improvement and Construction Co. for a CDBG-CV roof repair project at 2512 Cedar Heights Drive. While removing the existing roofing material, the contractor discovered a patch of rotten framing in need of replacement. The requested change order for the extra materials and labor is \$2,404.25, or 22% of the original contract amount. Although the initial contract was approved by Community Development staff, the Manual for Housing Rehabilitation requires City Council approval for all change orders over 10%. City staff recommend approval of the requested change order.

Please contact me with any questions. Thank you.

XC: Karen Howard, Planning & Community Services Manager

Kim Blakesley (319) 939-4356  
 2512 Cedar Heights Drive  
 Cedar Falls, IA 50613

**Change Order 1 - Changes in Underline**

Line Item	Scope of Work	Rehab Spec Manual Section	Previous Cost	Updated Cost
1	Tear off the shingles on the house. Replace existing roof sheathing with new 1/2" sheathing. Reshingle the entire roof. Install an additional four metal vents or a ridge vent. Re-install gutters and downspouts after new roof is complete.	700	\$ 9,500	\$ 9,500
2	Replace the gutters and downspouts. Reinstall the existing gutter screens on the new gutters.	2000.2	\$ 1,085	\$ 1,085
3	Remove and replace rotted sections of roof framing.	<u>600</u> 700	N/A	\$ 2,375
4	City permits		\$ 200.75	\$ 230.00
<b>Contract Total:</b>			<b>\$ 10,785.75</b>	<b>\$ 13,190.00</b>

Percent Change **22.3%**

*Kim Blakesley*  
 Owner Signature

11-6-2020  
 Date

*[Signature]*  
 Contractor Signature

11-10-2020  
 Date

*[Signature]*  
 INRCOG Signature

11/6/2020  
 Date

City Signature

Date


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**  
*Administration Division*

**TO:** Mayor Green & City Council

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

**DATE:** November 11, 2020

**SUBJECT:** Prairie Winds Fifth Addition – Final Occupancy Request  
 2212 Flynn Dr., 2218 Flynn Dr., 4904 Cohen Ct., 4909 Cohen Ct.,  
 4915 Cohen Ct.

The Final Plat for Prairie Winds Fifth Addition (Panther Farms LLC) was approved by City Council July 6, 2020. The plat approval included a contract for completion of the remaining public improvements along with a performance bond. This approach allows a developer to obtain building permits and is allowed by our Subdivision Code.

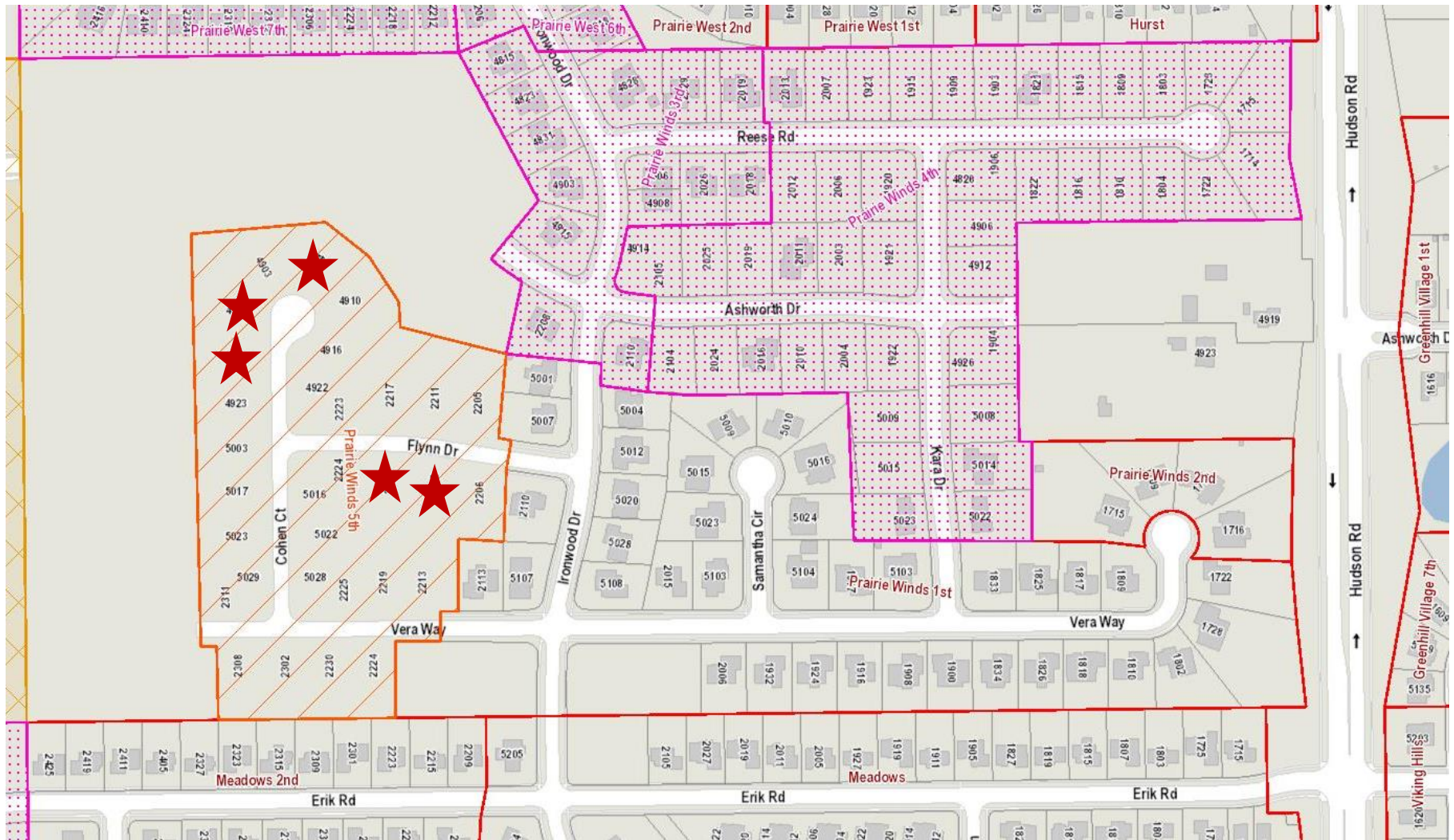
Since the plat approval, seven permits have been issued for properties in the Fifth Addition. The development improvements have been completed. The outstanding items are to reseed and stabilize lots on the west side of Cohen Court as well as reshaping, reseeding and stabilizing to establish positive drainage and protection for several swales that have silt deposition and erosion concerns. Several residential building permits are nearing completion.

The developer is asking Council's consideration to grant building occupancy for up to five (5) residential properties that are planned for completion by the end of December 2020: 2212 Flynn Dr., 2218 Flynn Dr., 4904 Cohen Ct., 4909 Cohen Ct., 4915 Cohen Ct. This is permitted by the Subdivision Code, Section 24-54(e) and has been done in the past. The properties are shown on the map below.

Should Council agree to early occupancy, staff recommends approval and that no further permits be issued in Prairie Winds Fifth Addition until final acceptance of the improvements.



Prairie Winds Fifth Addition:





## 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 Green and City Council  
**FROM:** Michelle Pezley, Planner III  
**DATE:** November 11, 2019  
**SUBJECT:** Service Agency Contracts (CDBG Funds)

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies. This year, the City received requests for funding from the following agencies. City Staff has reviewed the proposals and is recommending the following funding awards:

Salvation Army: \$10,000  
 NE IA Food Bank/Food Pantry: \$10,000  
 Pathways Behavioral Services: \$11,500  
 Eastside Ministerial Alliance: \$9,460  
**Total: \$40,960.00**

There were three public service agencies (Consumer Credit Counseling, Family and Children's Council, and Visiting Nurses Association) that have been funded by the program in the past who did not request funding this year. East Side Ministerial Alliance is a new service agency. With these recommended awards, all of the past agencies will receive an amount greater than the funding received last year, with Eastside Ministerial Alliance receiving the balance of the funding. The City will expend the maximum amount of funds for agency support as is allowed by CDBG program guidelines, which for FFY20 is \$40,960.00.

At their November 10, 2020 meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

Before a service agency can be awarded funding, the City must enter into a contract with the agency, which ensures all the required federal eligibility requirements are met. The Department of Community Development recommends that the City Council adopt a resolution approving the FFY20 Service Agency Contracts.

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

## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Salvation Army**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY20-21 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY20-21 are as follows:

The Salvation Army Women's and Children's Shelter provides a safe, supportive place for abused women and children when they have nowhere else to go. The emergency shelter staff provides supportive services to shelter residents working toward permanent stable housing and employment, as necessary. The expenses funded with CDBG dollars will cover operating costs, shelter rehabilitation and repairs, and/or water bills and staff salaries.

COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2020 and ending June 30, 2021. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY20-21 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$10,000.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the

project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 15, 2020; January 15, 2021; April 15, 2021; and July 15, 2021 and shall be submitted to:

Karen Howard  
City Hall  
220 Clay Street  
Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

#### 9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

#### 10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's

governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

SALVATION ARMY

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.



## 10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

## 11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance

clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

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Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be

awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

#### 17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

### **CONTRACTOR**

#### **SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

- 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- 7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Northeast Iowa Food Bank**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY20-21 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY20-21 are as follows:

Northeast Iowa Food Bank will provide staff time to conduct intake assessments and gather and provide food products for eligible Cedar Falls residents. Such staff time will be reimbursed at the current rate per hour, with an average visit time per resident of one quarter of one hour.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2020 and ending June 30, 2021. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY20-21 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$10,000.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.



- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 15, 2020; January 15, 2021; April 15, 2021; and July 15, 2021 and shall be submitted to:

Karen Howard  
 City Hall  
 220 Clay Street  
 Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

#### 9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

#### 10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows

:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

NORTHEAST IOWA FOOD BANK

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
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- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
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- opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**CONTRACTOR**

**SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.



- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

- 1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
- 3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Pathways Behavioral Services**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY20-21 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY20-21 are as follows:

Pathways Behavioral Services will provide residential treatment and shelter for eligible Cedar Falls residents requiring substance abuse treatment. Allowable costs include prorated staff time and operation of the residential treatment center to reflect the portion of clients that are Cedar Falls residents.

4. COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2020 and ending June 30, 2021. This agreement will be valid upon execution by the CITY and AGENCY.

5. BUDGET

The FY20-21 budget for the AGENCY is herein attached as Exhibit B.

6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$11,500.00 of Community Development Block Grant funds.

7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.

- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 15, 2020; January 15, 2021; April 15, 2021; and July 15, 2021 and shall be submitted to:

Karen Howard  
 City Hall  
 220 Clay Street  
 Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

#### 9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

#### 10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

PATHWAYS BEHAVIORAL SERVICES

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.



## 10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

## 11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, color, religion, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance

- clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**CONTRACTOR**

**SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## AGREEMENT FOR PROFESSIONAL SERVICES

### PART I - TERMS AND CONDITIONS

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Cedar Falls, Iowa, hereinafter called the CITY, and **Eastside Ministerial Alliance**, hereinafter called the AGENCY.

WHEREAS, the City of Cedar of Cedar Falls has received approval from the Secretary of Housing and Urban Development (HUD) of an application for funds under Title I of the Housing and Community Development Act of 1974, as amended, and approval of implementation of activities.

WHEREAS, the City of Cedar Falls has allocated funds as part of the Community Development Block Grant Program, for the purpose of aiding homebound, elderly, disabled, and/or low- and moderate-income citizens, as defined by HUD's Section 8 Income Limits, and handicapped residents.

WHEREAS, a Statement of Work for FY20-21 has been prepared by the AGENCY and has been incorporated into this Agreement as Section 3.

WHEREAS, the AGENCY is comprised of professional staff and will carry out the Statement of Work by providing assistance to eligible Cedar Falls citizens, as defined by HUD's Section 8 Income Limits, herein attached as Exhibit A.

The CITY shall compensate the AGENCY in accordance with the terms and conditions of the Agreement.

#### 1. THE WORKING RELATIONSHIP WITH THE CITY

The AGENCY shall work with and through the Department of Community Development of Cedar Falls, Iowa, for the purpose of performing the services as hereinafter defined.

#### 2. SERVICES TO BE PROVIDED BY THE CITY

- A. The CITY shall furnish to the AGENCY at no cost, available general information and records which pertain to the project.
- B. The CITY shall be responsible for monitoring the AGENCY for HUD compliance and the keeping of the project Community Development Block Grant account.

### 3. AGENCY STATEMENT OF WORK/SCOPE OF SERVICES

CDBG funds provided through the City of Cedar Falls will be used exclusively to provide services to low- and moderate-income residents of Cedar Falls. The Statement of Work/Scope of Services of the AGENCY for FY20-21 are as follows:

The AGENCY will offer rent and mortgage assistance to qualifying low-and-moderate income households negatively affected by the COVID-19 pandemic. The AGENCY will be responsible for taking client applications and conducting income verifications for said households, as well as for providing statistical information relative to their program to the City of Cedar Falls.

#### COMPLETION DATE

The aforementioned services shall be accomplished during the fiscal year beginning July 1, 2020 and ending June 30, 2021. This agreement will be valid upon execution by the CITY and AGENCY.

### 5. BUDGET

The FY20-21 budget for the AGENCY is herein attached as Exhibit B.

### 6. AGREEMENT SUM

The AGENCY shall be compensated for the scope of its services under this contract according to the annual appropriation by the CITY not to exceed \$9,460.00 of Community Development Block Grant funds.

### 7. METHOD OF PAYMENT

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the AGENCY for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit C, bills, invoices, and/or other appropriate documentation. The AGENCY shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

### 8. RECORDS AND REPORTS

A. The AGENCY will maintain a list of all citizens assisted with CDBG funds. Each agency, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the CITY upon request. If the AGENCY is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.



- B. The AGENCY will submit quarterly progress reports providing all information requested on Exhibit C. Quarterly reports will be due October 15, 2020; January 15, 2021; April 15, 2021; and July 15, 2021 and shall be submitted to:

Karen Howard  
 City Hall  
 220 Clay Street  
 Cedar Falls, Iowa 50613

- C. The AGENCY will submit to the CITY the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The AGENCY will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

#### 9. MONITORING PROCEDURES

The Cedar Falls Department of Community Development will be responsible for the administration of this Agreement to ascertain whether the AGENCY is complying substantially with the Community Development Block Grant Agreement, regulations and provisions.

- A. On-site monitoring visits may be conducted by the City at City's discretion to verify Agreement compliance.
- B. The CITY will review AGENCY files to determine if adequate information is being maintained to be in compliance with Section 8 of this Agreement. The CITY will provide the AGENCY with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

#### 10. EXTENT OF STATEMENT

This AGREEMENT, composed of Part I, Part II and Exhibits A, B, and C hereby incorporated by this reference, represents the entire and integrated AGREEMENT between the CITY and the AGENCY and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both CITY and the AGENCY. Said amendments shall be executed following approval by City Council and the Agency's governing board, and both CITY and AGENCY shall retain an original executed copy.

11. DISPOSITION

When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows:

- A. Items of equipment with a current per-unit market value of less than \$500 may be retained, sold or otherwise disposed of with no further obligation to the awarding party.
- B. Items of equipment with a current per unit fair market value in excess of \$500 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
- C. In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take disposition actions.

12. APPLICABLE LAW

This AGREEMENT shall be governed by the laws of the State of Iowa. IN WITNESS WHEREOF they have executed this AGREEMENT, the day and year first above mentioned.

AGENCY:

CITY:

EASTSIDE MINESTERIAL ALLIANCE

CITY OF CEDAR FALLS, IOWA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AGREEMENT FOR PROFESSIONAL SERVICES  
PART II - TERMS AND CONDITIONS**

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the AGENCY shall fail to fulfill in timely and proper manner their obligations under this contract, or if the AGENCY shall violate any of the covenants, agreements or stipulations of this contract, the CITY shall thereupon have the right to terminate this Contract by given written notice to the AGENCY of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the AGENCY under this Contract shall, at the option of the CITY, become its property and the AGENCY shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the AGENCY shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the AGENCY, and the CITY may withhold any payments to the AGENCY for the purpose of set-off until such time as the exact amount of damages due the CITY from the AGENCY is determined.

2. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the AGENCY. If the Contract is terminated by the CITY as provided herein, the AGENCY will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the AGENCY, Paragraph 1 hereof relative to termination shall apply.

3. CHANGES

The CITY may, from time to time, request changes in the scope of the services of the AGENCY to be performed hereunder. Such changes, including any increase or decrease in the amount of the AGENCY'S compensation, which are mutually agreed upon by and between the CITY and the AGENCY, shall be incorporated in written amendments to this Contract.

4. PERSONNEL

- A. The AGENCY represents that they have, or will hire at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
- B. All of the services required hereunder will be performed by the AGENCY or under their supervision and all personnel engaged in the work shall be fully

qualified and shall be authorized or permitted under State and local law to perform such services.

- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. ASSIGNABILITY

The AGENCY shall not assign any interest on this Contract, and shall not transfer or assign any interest in the same without the prior written consent of the CITY, provided, however, that claims for money by the AGENCY from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished to the CITY.

6. REPORTS AND INFORMATION

The AGENCY, at such times and in such forms as the CITY may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

7. RECORDS AND AUDITS

The AGENCY shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the CITY or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CITY.

8. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the AGENCY under this Contract are confidential and the AGENCY agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

9. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the AGENCY.

## 10. COMPLIANCE WITH LOCAL LAWS

The AGENCY shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the AGENCY shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

## 11. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the AGENCY agrees as follows:

- A. The AGENCY will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
- B. The AGENCY will, in all solicitation or advertisements for employees placed by or on behalf of the AGENCY, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
- C. The AGENCY will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The AGENCY will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

- E. The AGENCY will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CITY'S Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the AGENCY'S noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AGENCY may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- G. The AGENCY will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AGENCY will take such action with respect to any subcontract or purchase order as the CITY'S Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY'S Department of Community Development, the AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

12. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

16. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the AGENCY shall take appropriate steps to assure compliance.

17. INTEREST OF AGENCY AND EMPLOYEES

The AGENCY covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The AGENCY further covenants that in the performance of this Contract, no person having any such interest shall be employed.

**CONTRACTOR**

**SECTION 3 PLAN FORMAT**

The AGENCY agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

1. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
2. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
3. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.



- \*4. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
  - \*5. To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
  - 6. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
  - 7. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
  - 8. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- \*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.
- 9. To appoint or recruit an executive official of the company or agency as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
  - 10. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

As officers and representatives of the AGENCY we, the undersigned, have read and fully agree to this Affirmative Action Plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF AGENCY REGARDING EQUAL EMPLOYMENT  
OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the AGENCY has not filed a compliance report due under applicable instructions, such AGENCY shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY AGENCY**

NAME AND ADDRESS OF AGENCY: \_\_\_\_\_  
\_\_\_\_\_

1. Agency has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes      \_\_\_ No
  
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes      \_\_\_ No
  
3. Agency has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes      \_\_\_ No
  
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
\_\_\_ Yes       No

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



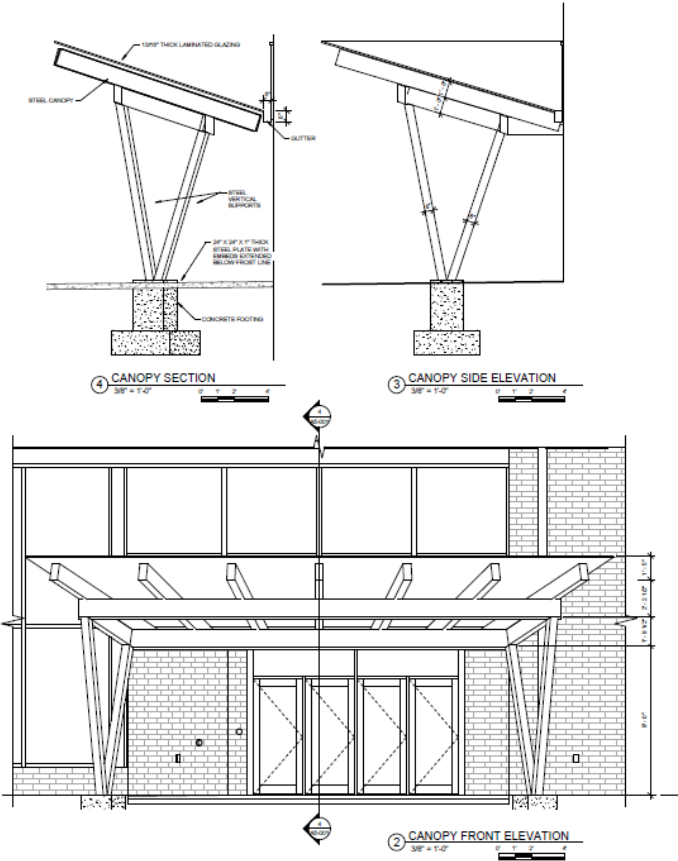
addition of the canopy to the building is minor in nature. Section 26-169 (5)(b) requires that a minor change or modification be reviewed and approved by the City Council.

**ANALYSIS**

The applicant proposes the canopy to be a steel beam with glass roof. Staff finds that the canopy will complement the existing architecture of the building and will differentiate the entrance of the building. The applicant proposes the canopy to be placed over the existing sidewalk that is around the building. As such, it will not interfere with circulation of the site. Attached is the site plan.

**STAFF RECOMMENDATION**

Staff recommends approval of SP20-014, a minor amendment to an S1 District site plan for Thunder Ridge shopping center to add an entrance canopy on the east façade of the Thunder Ridge Shopping Center.



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



## 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*

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**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Chris Sevy, Planner I  
**DATE:** November 12, 2020  
**SUBJECT:** Tidal Wave Site Plan: Case # SP20-010

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**REQUEST:** Site plan approval for construction of a new car wash.  
**PETITIONER:** Brightwork Real Estate (developer); MMS Consultants (engineer)  
**LOCATION:** 416 Brandilynn Boulevard

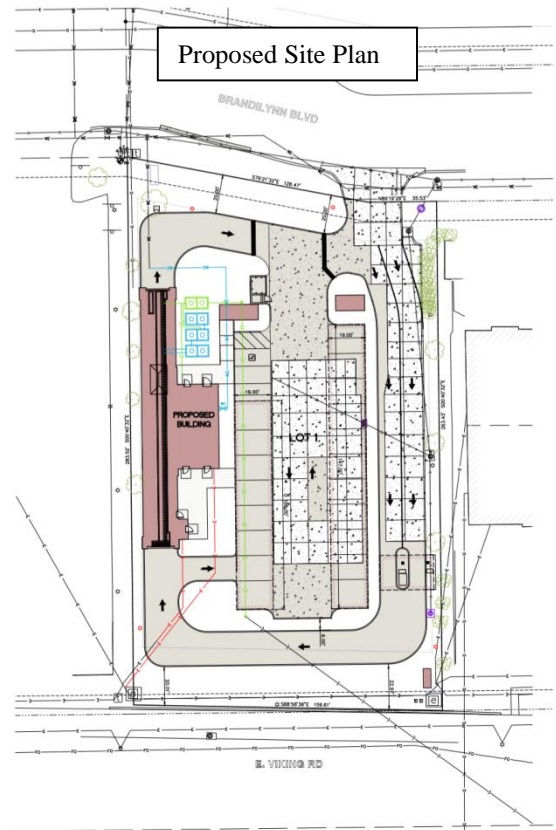
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#### PROPOSAL

The applicant proposes to construct a one story, 3,538 square foot Tidal Wave, a car wash concept new to Cedar Falls, on 416 Brandilynn Boulevard. The proposal includes a canopied pay station, a drive through car wash facility, canopied stations for patrons to vacuum their cars, and a dumpster enclosure. The proposed layout of the site sits on about 1 acre and is oriented toward Brandilynn Boulevard. This project will include demolition of the existing car wash facility that currently sits on the lot.

#### BACKGROUND

This area was rezoned from (A-1) Agricultural District to (HWY-1) Highway Commercial District in 1998 which is when this area began to be developed. The GenCom Subdivision plat, of which this parcel is a part, was approved in 2003 and the existing car wash on the site was approved and built in 2004.



## ANALYSIS

The HWY-1 District is intended to promote general service commercial uses that serve a broader market area (i.e. city-wide or regional customer base). The ordinance requires a detailed site plan review prior to approval in order to ensure that the development site satisfies a number of basic aesthetic standards. Attention to details such as parking, open green space, landscaping, signage, building design and other similar factors help to ensure orderly development in the entire area.

Following is a review of the zoning ordinance requirements for the proposed development:

- 1) Use: Service stations are listed as a permitted use in the HWY-1 District and a car wash fits into that category. **Use is allowed.**
- 2) Setbacks: There are platted building setbacks of 20 feet along Brandilynn Boulevard and 30 feet along Viking Road. The building is 62 feet from Brandilynn and 80 feet from Viking Road. At these distances the building more than meets these setbacks. The default side yard setback is 5 feet. The district also requires that a 20-foot landscaped setback be maintained along streets and accessways. Drives, aisles, and parking areas may not encroach into this landscaped setback. The applicant's sit plan conforms to these standards. **Building setbacks are satisfied. The parking lot setbacks are also satisfied.**



3) Parking: For an automatic carwash, five stacking spaces are required for each washing bay. There are at least six stacking spaces between the pay station and the bay entrance and seven more stacking spaces behind the pay station in each lane (there are two lanes approaching the pay station). Stacking space requirements are enumerated in the code for vacuuming units. However, this rule is intended for a drive-thru format that is similar to that of a fuel pump at a filling station and is meant to ensure that waiting vehicles do not stack into the public right-of-way. The applicant proposes a concept/format that provides 19 vacuum stations that are in the form of large parking stalls, which are adequate in number to prevent stacking. Therefore, it is not practical to require stacking spaces behind these stalls. Based on the projected number of employees, the applicant figures that two parking spaces are required (one space for every two employees). Based on the site plan they are providing three parking spaces (independent of the vacuum stalls) including one ADA space. The parking meets the zoning standards with minimum stall dimensions of 9' x 19' (vacuum stalls are wider) and a 30-foot wide aisle (24 feet is the minimum requirement).

**The amount and dimension of the parking stalls and drives are met.**

4) Open Green Space: The HWY-1 District requires that open green space/landscape area be provided at the rate of 10% of the development site excluding the required 20-foot landscaped setback area. Below is a summary that details how this provision is met.

<u>New Development Site</u>	<u>43,190 SF</u>	
Required Open/Green Space	4,319 SF	10%
<b>Provided Open/Green Space</b>	<b>8,752 SF</b>	<b>20.3%</b>

Landscaping is shown throughout the site, both around the building as well as within the parking lot, along the streets and required setbacks.

**The open green space exceeds the minimum requirement and is well distributed.**

5) Landscaping: The HWY-1 District requires landscaping at the rate of 0.02 points per sq. ft. of total development site area which comes to 864 points required. Their plan achieves 870 points. An additional 241 points are required for street tree planting and their plan achieves 250.

Trees are required in the vehicular use area at the rate of one overstory tree per 15 parking spaces. This equates to a requirement of 2 overstory trees. 3 overstory trees are proposed within the parking area to meet this requirement.

In addition to parking lot trees, there are trees located along the street frontages, with shrubs and additional trees being located around each of the buildings as required. The required screening around the parking/vehicular use area is also fulfilled by their proposed plan. **Landscaping requirements are met.**



- 6) **Building Design:** The HWY-1 zone requires a design review of various elements. The intent of the zone is to promote and facilitate comprehensively planned commercial developments located adjacent to major transportation corridors and interchanges. It is further the purpose of the zone to encourage high standards of building architecture and site planning. The elements in the code are noted below with a review on how each is addressed. **Overall, staff finds that the proposed building design meets the zoning standards based on the following analysis.**



An existing Tidal Wave Car Wash that reflects the design of the proposed building. This photo was taken from their company website.

*Proportion: The relationship between the width and height of the front elevations of adjacent buildings shall be considered in the construction or alteration of a building; the relationship of width to height of windows and doors of adjacent buildings shall be considered in the construction or alteration of a building.*

Renderings of the proposed building have been submitted. The scale and proportion of the new building will be similar to the existing building and the surrounding buildings. It is 1-story with 14 foot wall heights and a 6/12 roof pitch. The maximum height of the proposed building is 28 feet (at the tip of the cupola) while the general roofline sits at 21 feet. The neighboring buildings to the east and west have similar dimensions though their maximum heights don't appear to be quite as high. Staff finds that the proposal is consistent with neighboring buildings and with the height allowances in the zoning district.

*Roof shape, pitch, and direction: The similarity or compatibility of the shape, pitch, and direction of roofs in the immediate area shall be considered in the construction or alteration of a building.*

The adjacent buildings utilize flat roofs with a parapet around the edge. The IHOP next door has some roof style features similar to the cupola on the proposed building. The proposed building and the vacuum canopies will not utilize a flat roof and instead have a 6/12 pitch (rise/run). This is similar to the existing building on site and does not appear to be incompatible with the surrounding buildings.

*Pattern: Alternating solids and openings (wall to windows and doors) in the front facade and sides and rear of a building create a rhythm observable to viewers. This pattern of solids and openings shall be considered in the construction or alteration of a building.*

The new building will feature stone veneer façades with varying surfaces of stucco, precast concrete, and masonry veneer. The sides of the building will have clear windows running the course of the drive-thru and providing natural light to patrons. Overall, the building materials and patterns meet or exceed the city’s standards.

*Materials and texture: Materials and texture. The similarity or compatibility of existing materials and textures on the exterior walls and roofs of buildings in the immediate area shall be considered in the construction or alteration of a building. A building or alteration shall be considered compatible if the materials and texture used are appropriate in the context of other buildings in the immediate area.*

Glass, stone, stucco, architecturally finished concrete masonry, and metal roof are the exterior materials proposed for the new building. All of the materials besides the roof, doors, and trim will provide a masonry texture. These are similar material and texture choices to those of adjacent buildings.

**TIDAL WAVE AUTO SPA - EXTERIOR FINISH SCHEDULE:**

The schedule includes the following items:

- GLAZING - CLEAR**  
(PROVIDE SPANDREL GLAZING IN GLAZED GABLE TRUSSES LOCATED AT ENCLOSED ATTICS)
- PREFINISHED METAL ROOF**  
COLOR - REGAL BLUE  
(PREFIN SOFFIT, FASCIA, FLASHING COLOR-MATCH ROOF COLOR)
- PRECAST WATERTABLE COURSE**  
OLD CASTLE - WHITE
- STONE VENEER**  
KENTUCKY LEDGESTONE
- STOREFRONT FRAME**  
COLOR - BRONZE
- EXPOSED STRUCTURAL STEEL**  
TRUSSES AND COLUMNS.  
PAINT - BLACK
- HM DOORS/FRAMES**  
PAINT SW 2735 ROCKWEED
- SPLIT FACE MASONRY**  
OLD CASTLE -

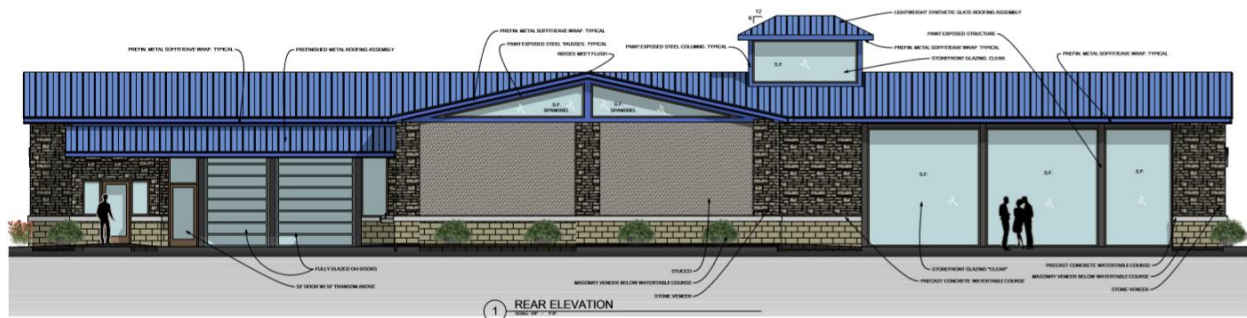
DO NOT PAINT BOTTOM SIDE OF ANY EXPOSED METAL ROOF PANEL

*Color: The similarity or compatibility of existing colors of exterior walls and roofs of buildings in the area shall be considered in the construction or alteration of a building.*

With exception of the blue roof, the new building will primarily use lighter earth tones with minor accents such as frames and doors that are darker. These colors are typical of the Tidal Wave brand and are used on most of their locations.

*Architectural features: Architectural features, including but not limited to, cornices, entablatures, doors, windows, shutters, and fanlights, prevailing in the immediate area, shall be considered in the construction or alteration of a building. It is not intended that the details of existing buildings be duplicated precisely, but those features should be regarded as suggestive of the extent, nature, and scale of details that would be appropriate on new buildings or alterations.*

Architectural features of the new building include a cross gabled roof, a cupola, an abundant use of windows, and a well-textured façade using stone and masonry. The roof line only varies at the cupola. These style features and materials maintain identity while being generally consistent with neighboring buildings.



- 7) Trash Dumpster Site: The dumpster and enclosure is located near the northeast corner of the building. This enclosure will be made of concrete masonry and stucco that will match materials used on the principal structure. It will have two doors to operate towards the east where cars enter and exit the vacuum area. The enclosure will measure 8' by 15'. **Dumpster facility location and enclosure is acceptable.**

- 8) **Lighting:** The HWY-1 District regulations do not have specific lighting design guidelines. However, all new site plans require review of the lighting to consider potential nuisance issues and incompatibilities. The vehicular use area will utilize seven 20-foot high fully downcast fixtures produced by CREE Inc. (example fixture pictured to the right). The building will utilize wall-mounted and shielded downcast lights produced by Williams Outdoor. These models appear to properly light critical areas of the site without producing glare or spillover light directing light on to other properties. **Lighting is acceptable.**



- 1) **Signage:** Separate sign permits will be required for all signage prior to installation. However, the proposed signage plan for the site must be part of this review by the Planning and Zoning Commission and City Council. The signage plan has been included as an attachment.

Wall signs may only be on two wall surfaces and must be less than 20% of the wall area. For the new building, two wall signs are illustrated on the building above the exit and entrance of the automatic wash bay which face north and south, respectively. These signs have a sign area of 19 square feet on walls with an area of 217 square feet. These wall signs meet the quantity and size requirements.

Freestanding signs are not limited in number but are limited in height to 25 feet above the surface of the roadway and their aggregate sign area should not exceed 250 square feet. The following is a breakdown of freestanding signs with heights and sign areas:

<b><u>Sign Type</u></b>	<b><u>Sign Area (sq ft)</u></b>	<b><u>Height (feet)</u></b>
Monument	98.3	20
Menu Signs	55	9.17
Dumpster Door Panels	65	7.5
Total:	<b>218.3</b>	

There are also several directional signs. Their height must be less than 6 feet and have a sign area less than 6 square feet. The proposed directional signs meet these requirements.

**Signage is acceptable.**

- 2) **Storm Water Management:** Due to the regional detention basin installed during the Gencom Phase II development, including Walmart and the surrounding sites, the engineering division has determined that no additional detention is required.

However, water quality improvements are required with redevelopment. A water quality device will be installed on-site to collect water run-off prior to it entering the storm sewer network along Brandilynn Boulevard. **Criterion is met, subject to final engineering review prior to issuance of a building permit.**

### TECHNICAL COMMENTS

Cedar Falls Utilities (CFU) has reviewed the site plan for Tidal Wave Auto Spa. Water, electric, gas, and communications are all available to the site in accordance with CFU Service Policies. The Utility Plan shows a new 2" water service connecting to an existing 8" water service into the property. The existing water service is connected to the 12" water main with a 4" valve and reduces to a 2" copper water service. Water services in Cedar Falls are owned, installed and maintained by the property owner. Gas services are owned, installed and maintained by CFU. The Utility Plan shows a new gas service connected to the existing gas service near the northwest corner of the new building. HVAC or plumbing contractor will make the gas piping connection to the CFU installed gas meter. The general contractor must contact CFU for coordination of utility service locations.

Any other minor remaining technical issues will be addressed prior to Council approval or at the time of building plan review.

A courtesy notice to surrounding property owners was mailed on October 21, 2020.

### STAFF RECOMMENDATION

The Community Development Department has reviewed this site plan and recommends approval, subject to the following conditions:

1. Developer's plan must conform to all city staff recommendations and technical requirements.

### PLANNING & ZONING COMMISSION

Introduction and Discussion 10/28/2020 The next item for consideration by the Commission was a site plan review for 416 Brandilynn Boulevard, in the HWY-1, Highway Commercial District. Chair Holst introduced the item and Mr. Sevy provided background information. He explained that the applicant is proposing a new Tidal Wave Car Wash where a car wash is currently located. He discussed the setbacks, design elements and signage and all requirements have been met. At this time the item is for discussion only for input from the Commission. Mr. Sevy explained that staff just recently received the completed plans and that they are finishing the review process.

John Lapointe, Brightwork Real Estate, was available for any questions. The Commission had no concerns with the item. Ms. Howard stated that staff will be reviewing the plans to ensure that all requirements are met.

Discussion & Vote Chair Holst introduced the item and Mr. Sevy provided background information. He gave a review of the site plan as discussed in the last commission meeting. H explained that the applicant is proposing a new Tidal Wave Car Wash where a car wash is currently

11/11/2020 located. He discussed the setbacks, design elements and signage and all requirements have been met. Schrad asked if the applicant has complied with the pending requirements as mentioned in the last meeting. Sevy responded in the affirmative. Several commission members praised the site plan as an improvement over the existing car wash.

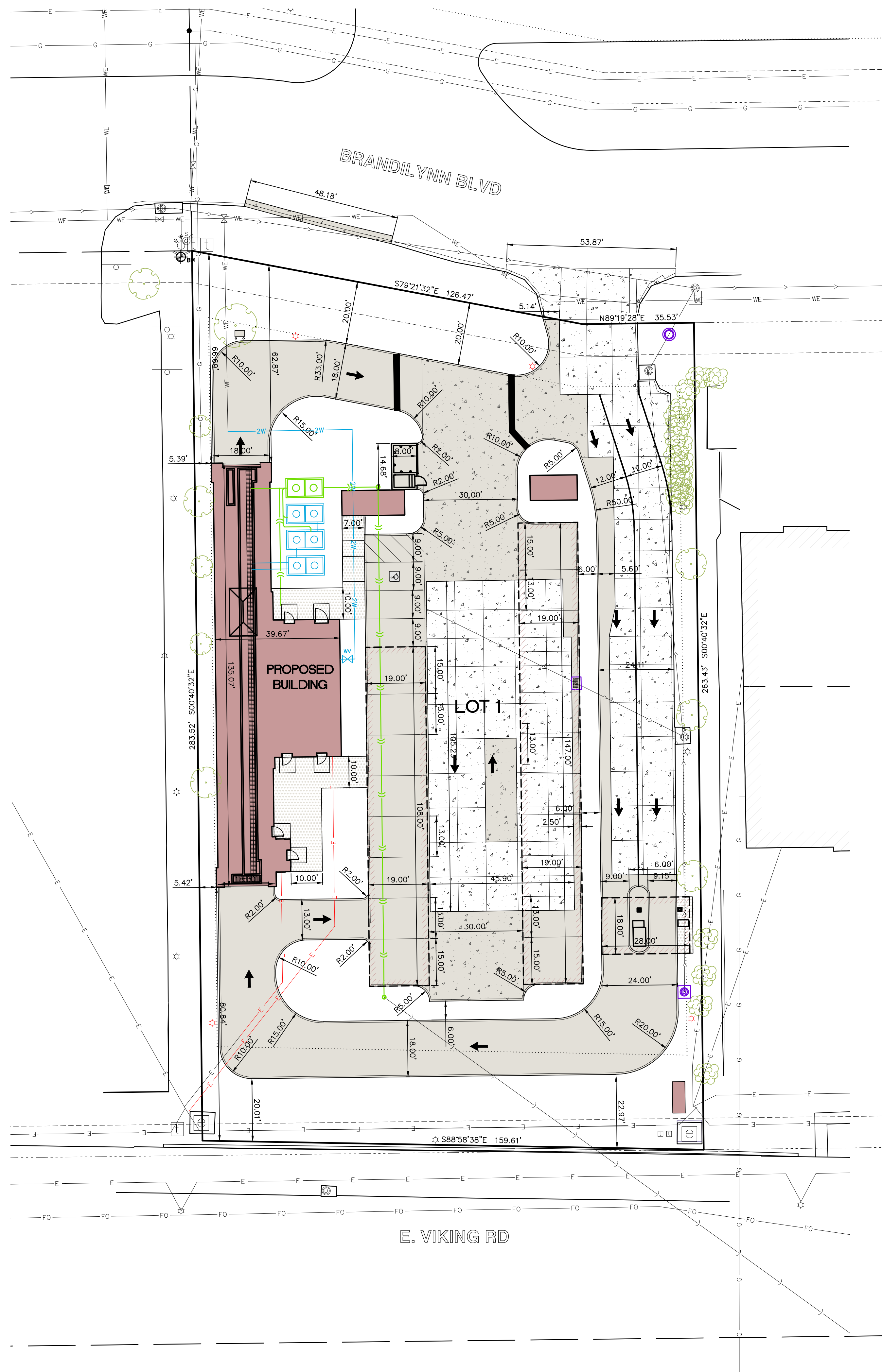
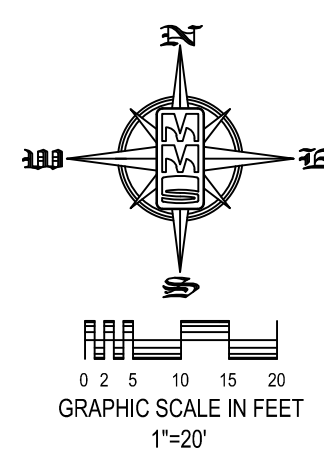
**Ms. Lynch made a motion to approve the item. Mr. Larson seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Holst, Larson, Lynch, Prideaux, and Schrad), and 0 nays.**

Attachments: Complete Site Plan Set (Submitted 10/27)  
Proposed Signage Plan  
Proposed Building Elevations  
Proposed Canopy Elevations



# SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA

**PREPARED BY:** MMS CONSULTANTS INC. 1917 S. GILBERT STREET IOWA CITY, IA 52240  
**OWNER:** VIKING ROAD WASH PARTNERS 416 BRANDILYNN BLVD CEDAR FALLS, IA 50613  
**APPLICANT:** BRIGHTWORK REAL ESTATE ATTN: JOHN LAPOINTE 3708 WEST SWANN AVENUE, SUITE 200 TAMPA, FL 33609  
**APPLICANT'S ATTORNEY:** GARDNER BREWER MARTINEZ-MONFORT LAW ATTN: CHRIS BREWER 400 NORTH ASHLEY STREET, SUITE 1100 TAMPA, FL 33602



**LEGAL DESCRIPTION**  
 LOT 1, GENCOM ADDITION, CEDAR FALLS, BLACK HAWK COUNTY, IOWA EXCEPT THAT PART CONVEYED TO THE CITY OF CEDAR FALLS IN DOCUMENT #2018-10402. RECORDER'S OFFICE. SAID PARCEL CONTAINS 0.99 ACRES AND IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**PROPOSAL**  
 APPLICANT PLANS TO DEVELOP A CAR WASH FACILITY ON THE 0.99 ACRE SITE.

**DEVELOPMENT SCHEDULE**

PHASE	AREA OF WORK	LAND USE TYPE(S)	CONSTRUCTION PERIOD
LOT 1	RETAIL (CAR WASH)		FALL 2020 THRU SUMMER 2020

**DEVELOPMENT CHARACTERISTICS**  
 CURRENT ZONING IS HWY-1 (HIGHWAY COMMERCIAL)

**SETBACK REQUIREMENTS**

BUILDING SETBACKS:	REQUIRED
FRONT YARD	20 FEET
SIDE YARD	9 FEET
REAR YARD	30 FEET

**LOT CHARACTERISTICS**

LOT AREA	43,190 SF (100% (0.99 AC))
BUILDING AREA - PROPOSED	3,538 SF (8.2%)
VACUUM CANOPIES/AMENITIES	5,629 SF
**NOTE: VACUUM CANOPIES/AMENITIES CALCULATIONS INCLUDE OVERHEAD STRUCTURES THAT ARE LOCATED ABOVE EXISTING AND PROPOSED PAVING AREAS**	
TOTAL BUILDING AREAS	9,167 SF
PAVING AREA - PROPOSED	16,145 SF (37.4%)
PAVING AREA - EXISTING (TO REMAIN)	8,895 SF (20.6%)
GREEN SPACE AREA	14,912 SF (33.8%)

**PARKING REQUIREMENTS**  
 RETAIL (CAR WASH) 1 SPACE / 2 EMPLOYEES = 2 SPACES  
 3 STANDARD/EMPLOYEE SPACES PROVIDED (1 ADA)  
 19 ADDITIONAL WORKING SPACES PROVIDED (VACUUM AREAS)  
**TOTAL SPACES PROVIDED: 22 SPACES (1 ADA)**

**GENERAL NOTES**  
 - ALL GROUND MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING  
 - SEE SIGNAGE PACKAGE FOR FINAL SIGN LAYOUT.

**LIGHTING**  
 - FREE STANDING LIGHT POLES NOT TO EXCEED 25 FEET.  
 - PARKING LIGHTS TO BE NON-ADJUSTABLE DOWNLIGHTS.  
 - WALL MOUNTED LIGHTS NOT TO BE FORWARD THROWING.  
 - MAXIMUM WATTAGE = 250 WATTS.  
 - LIGHT SPREAD SHALL NOT IMPACT BEYOND PROPERTY LIMITS.  
 - SEE LIGHTING PACKAGE FOR FINAL LAYOUT.

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLAN TC-419 OR SUDAS 8030-110 AND CITY OF CEDAR FALLS REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.  
 THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

**STANDARD LEGEND AND NOTES**

- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
- EXISTING CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER

**EXISTING** (R)  
 22-1

- POWER POLE
- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- DRAINAGE MANHOLE
- CURB INLET
- FENCE LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- WATER LINES
- ELECTRICAL LINES
- TELEPHONE LINES
- GAS LINES
- FIBER OPTIC
- OVERHEAD ELECTRIC
- CONTOUR LINES ( INTERVAL)
- PROPOSED GROUND
- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBSEQUENT TO THE APPROVAL OF THIS DOCUMENT.

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- 4 EROSION CONTROL PLAN
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- 6 LANDSCAPE PLAN
- 7 GENERAL NOTES & DETAILS

I hereby certify that this engineering document was prepared by me or under my direct supervision and I am a duly licensed Professional Engineer under the laws of the State of Iowa.

KELLY J. BECKLER  
 14624  
 P.E. Iowa Lic. No. 14624  
 My license expires on December 31, 20...  
 These sheets covered by this seal.

SEAL

GENCOM ADDITION, LOT 1  
 CEDAR FALLS, IOWA

PROJECT LOCATION

LOCATION MAP  
 NOT TO SCALE



CIVIL ENGINEERS  
 LAND PLANNERS  
 LAND SURVEYORS  
 LANDSCAPE ARCHITECTS  
 ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
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Date	Revision
09/21/20	PER CITY COMMENTS - NPB
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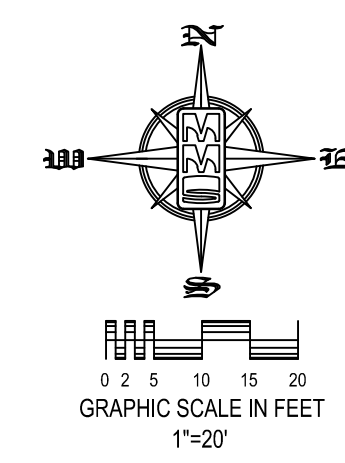
## SITE LAYOUT AND DIMENSION PLAN

GENCOM ADDITION, LOT 1  
 TIDAL WAVE  
 AUTO SPA  
 CEDAR FALLS  
 BLACK HAWK COUNTY  
 IOWA

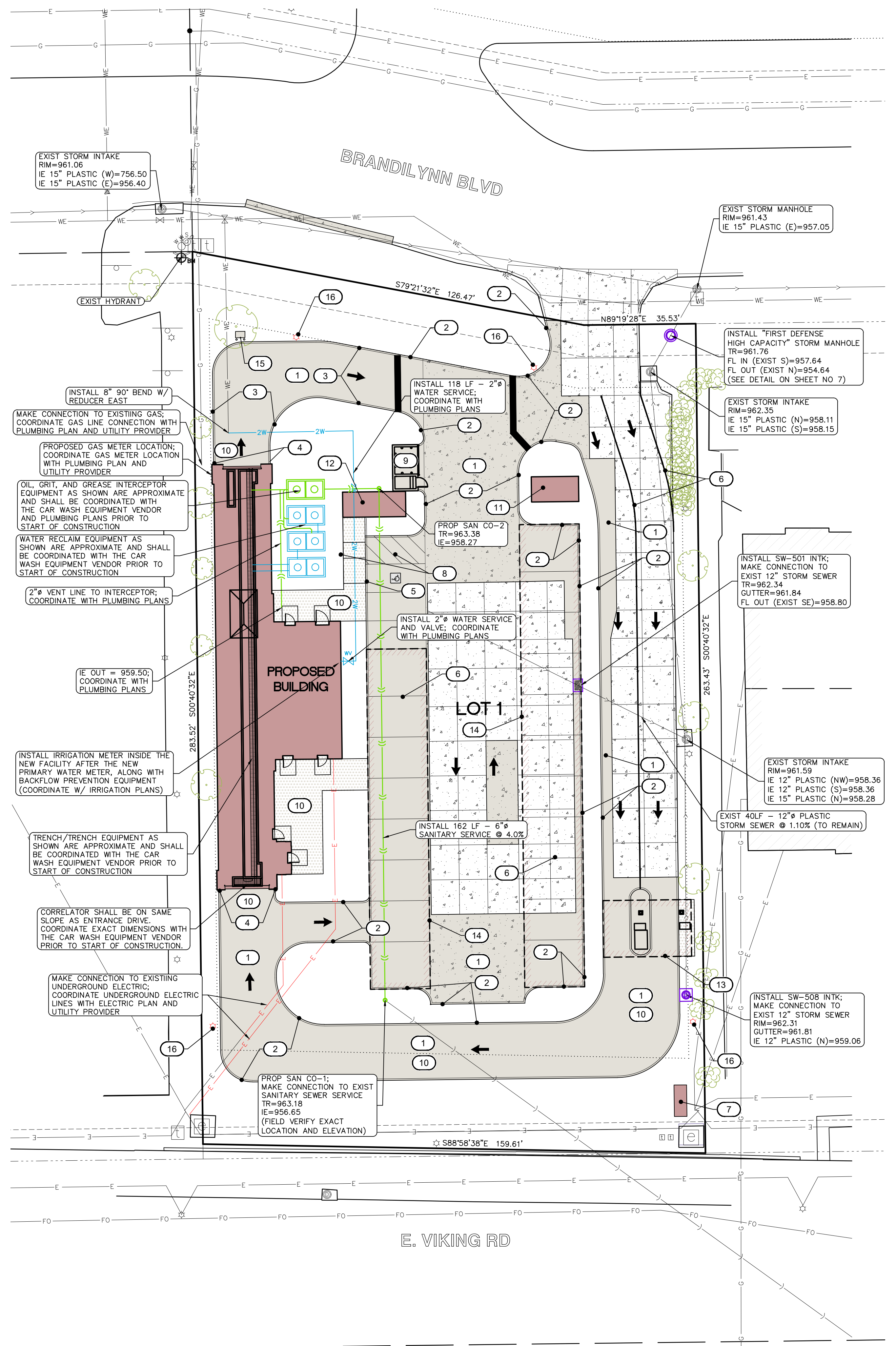
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 Checked By: KJB Sheet No:  
 Project No: IOWA CITY 1  
 10927-002 of 437



# SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA



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NUMBER	KEYNOTE	DETAIL
1	INSTALL DRIVE AND PARKING (SEE PAVING LEGEND TABLE THIS SHEET FOR THICKNESS AND MATERIAL)	
2	INSTALL STANDARD 6" CURB AND GUTTER	
3	INSTALL 3" ROLL CURB	
4	TRANSITION TO NO CURB	
5	INSTALL THICKENED EDGE SIDEWALK	
6	INSTALL 4" WIDE PAVEMENT MARKINGS (TYP)	
7	INSTALL SIGN; COORDINATE WITH ARCHITECTURAL AND SIGNAGE PLANS	
8	INSTALL ADA PARKING, SYMBOL BOLLARD W/SIGNAGE, AND RAMPS PER ADA STANDARDS	
9	INSTALL DUMPSTER ENCLOSURE; COORDINATE WITH ARCHITECTURAL PLANS	
10	INSTALL HEATED PCC PAVING ADJACENT TO BUILDING; COORDINATE WITH MECHANICAL PLANS	
11	VACUUM SCREENING; COORDINATE WITH ARCHITECTURAL PLANS	
12	VACUUM SCREENING W/ VENDING; COORDINATE WITH ARCHITECTURAL PLANS	
13	PAY STATION CANOPY; COORDINATE WITH ARCHITECTURAL PLANS	
14	VACUUM CANOPY; COORDINATE WITH ARCHITECTURAL PLANS	
15	INSTALL STOP/GO LIGHT WITH BOLLARDS; COORDINATE WITH ARCHITECTURAL AND SIGNAGE PLANS	
16	INSTALL LIGHT AND BASE	

### STANDARD LEGEND AND NOTES

- PROPERTY &/or BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
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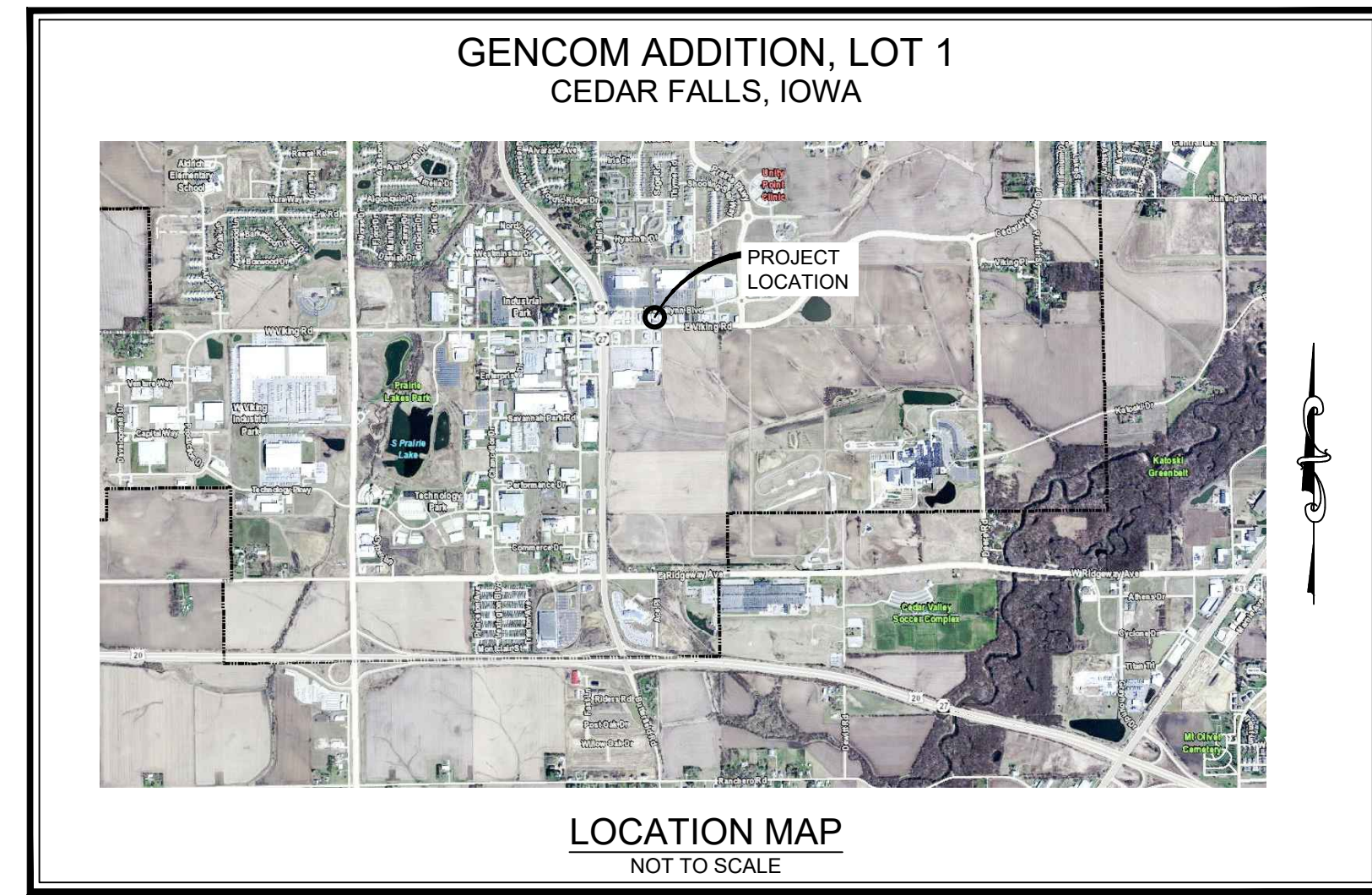
### PAVING LEGEND

(TOTAL SITE CONSTRUCTION, INCLUDING WORK WITHIN RIGHT-OF-WAY)

- 7" PCC OVER 6" GRANULAR BASE (DOT GRADATION 12 OR 14) (3,845 SF)
- 5" PCC OVER 4" GRANULAR BASE (DOT GRADATION 12 OR 14) (11,145 SF)
- 4" PCC (1,125 SF)

WATER SERVICES IN CEDAR FALLS ARE OWNED, INSTALLED AND MAINTAINED BY THE PROPERTY OWNER. GAS SERVICES ARE OWNED, INSTALLED AND MAINTAINED BY CFU (CEDAR FALLS UTILITIES). HVAC OR PLUMBING CONTRACTOR WILL MAKE THE GAS PIPING CONNECTION TO THE CFU INSTALLED GAS METER. THE GENERAL CONTRACTOR SHALL CONTACT CFU FOR COORDINATION OF UTILITY SERVICE LOCATIONS.

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## SITE LAYOUT AND UTILITY PLAN

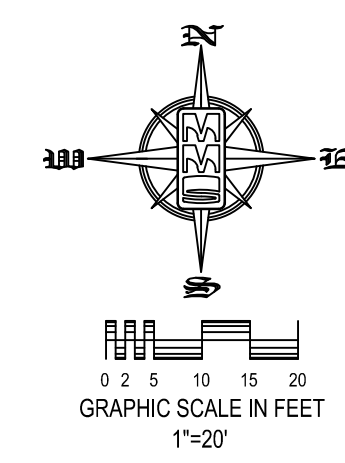
GENCOM ADDITION, LOT 1  
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IOWA

MMS CONSULTANTS, INC.

Date:	08/14/20
Designed By:	NPB
Drawn By:	NPB
Checked By:	KJB
Project No:	IOWA CITY
10927-002	of 438



# SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA

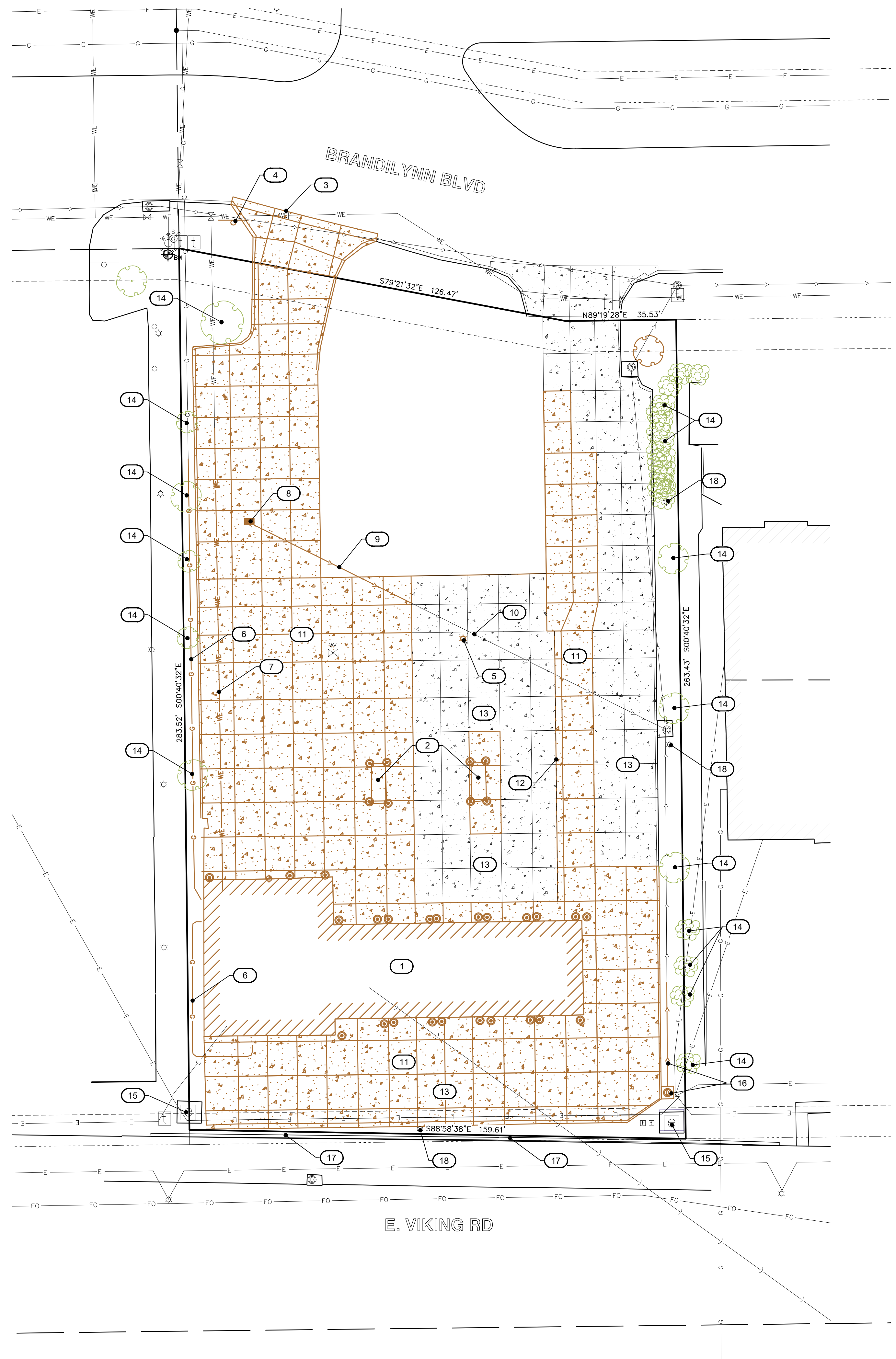


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TAMPA, FL 33609

**APPLICANT'S ATTORNEY:**  
GARDNER BREWER MARTINEZ-MONFORT LAW  
ATTN: CHRIS BREWER  
400 NORTH ASHLEY STREET, SUITE 1100  
TAMPA, FL 33602



- KEYNOTES:**
- 1 REMOVE EXISTING BUILDING AND RELATED MATERIALS
  - 2 REMOVE EXISTING FEATURE AND RELATED MATERIALS
  - 3 SAWCUT & REMOVE CURB DEPRESSION; INSTALL 6" VERTICAL CURB SECTION.
  - 4 REMOVE EXISTING SIGN
  - 5 REMOVE EXISTING LIGHT AND POLE
  - 6 REMOVE EXISTING GAS SERVICE LINE (COORDINATE WITH UTILITY PROVIDER)
  - 7 REMOVE EXISTING WATER SERVICE LINE
  - 8 REMOVE EXISTING STORM INTAKE
  - 9 REMOVE 58 LF EXISTING STORM SEWER
  - 10 ABANDON IN PLACE 52 LF EXISTING STORM SEWER
  - 11 REMOVE EXISTING CONCRETE PAVEMENT TO NEAREST JOINT
  - 12 SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT
  - 13 PROTECT EXISTING CONCRETE PAVEMENT
  - 14 PROTECT EXISTING LANDSCAPING (TYP.)
  - 15 PROTECT EXISTING TRANSFORMER AND UNDERGROUND ELECTRIC
  - 16 REMOVE EXISTING STORM INTAKE AND 34 LF EXISTING STORM SEWER
  - 17 PROTECT EXISTING SIDEWALK AND RETAINING WALL ADJACENT TO E. VIKING RD.
  - 18 PROTECT EXISTING LIGHT AND POLE.
  - 19 REMOVE EXISTING LANDSCAPING

- PAVING REMOVAL LEGEND**
- REMOVE EXISTING CONCRETE PAVEMENT (20,100 SF)
  - EXISTING CONCRETE PAVEMENT TO REMAIN (8,895 SF)
  - REMOVE EXISTING BUILDING

- DEMOLITION NOTES:**
- 1) COORDINATE ALL DEMOLITION ACTIVITIES WITH OWNER BEFORE COMMENCING ANY DEMOLITION WORK.
  - 2) THE CONTRACTOR SHALL CONTACT ALL UTILITIES AND ARRANGE FOR THEIR LOCATION OF FACILITIES BEFORE BEGINNING DEMOLITION. THE CONTRACTOR SHALL COORDINATE WITH ALL PUBLIC UTILITIES FOR DISCONNECTION AND REMOVAL OF THEIR FACILITIES SERVING STRUCTURE BEING DEMOLISHED.
  - 3) CLEARING AND REMOVAL OF TREES, BUSHES AND BRUSH SHALL INCLUDE REMOVAL FROM THE SITE OF ALL TRUNKS, BRANCHES, STUMPS AND ROOTS. THE CONTRACTOR SHALL REMOVE ALL STUMPS AND ROOTS.
  - 4) REMOVAL OF BUILDINGS INCLUDES REMOVAL AND DISPOSAL OF ALL BUILDING MATERIALS, FOUNDATIONS, SIDEWALKS AND BELOW SLAB PIPING AND CONDUITS FOR THE BUILDINGS INDICATED ON THIS SHEET.
  - 5) ALL EXCAVATIONS FOR REMOVAL OF FOUNDATIONS, UTILITIES AND TREES SHALL BE BACKFILLED WITH SUITABLE ON SITE SOIL AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
  - 6) WHERE WORK CAUSES REMOVAL OF PAVEMENT WITHIN EXISTING RIGHTS-OF-WAY, PAVEMENT SHALL BE REPLACED AS SOON AS PRACTICAL.
  - 7) REMOVAL OF FENCES INCLUDES REMOVAL AND DISPOSAL OF ALL FENCE MATERIALS FROM THE PROJECT SITE.
  - 8) ADJACENT STREETS ARE TO BE MAINTAINED CLEAN AS PER CITY OF CEDAR FALLS REQUIREMENTS.
  - 9) WHEN PEDESTRIAN TRAFFIC FLOW IS INTERRUPTED, CONTRACTOR SHALL INSTALL PROPER SIGNAGE ("SIDEWALK CLOSED AHEAD USE OTHER SIDE").
  - 10) THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL CONFORMING TO THE CURRENT EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" WHEN WORK EXTENDS INTO THE PUBLIC STREET.

**STANDARD LEGEND AND NOTES**

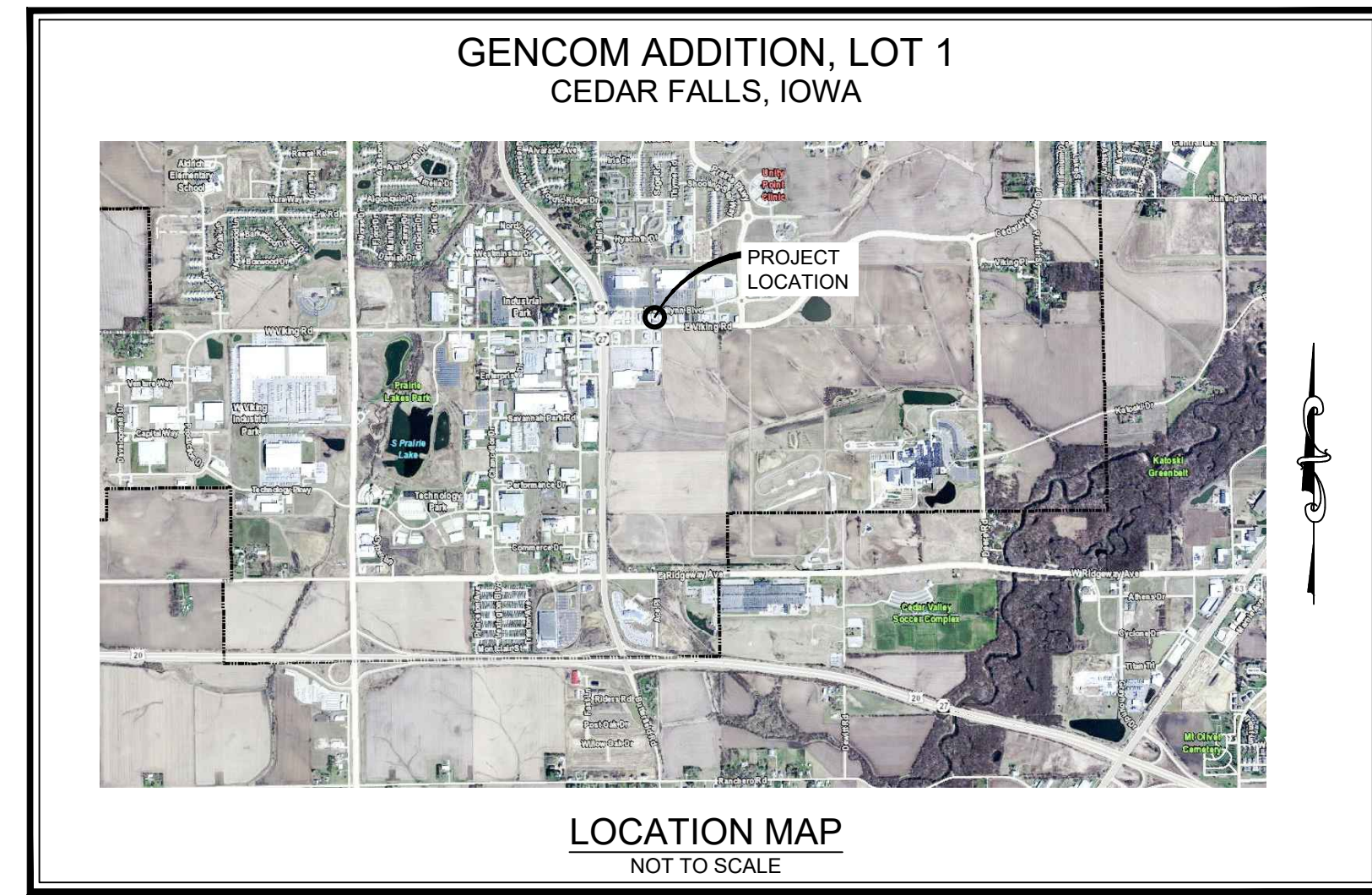
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- POWER POLE W/DROP
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- FIBER OPTIC BOX
- GAS METER
- CABLE TELEVISION BOX
- TELEPHONE MANHOLE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- FIRE HYDRANT
- WATER VALVE
- WATER MONITOR WELL
- DRAINAGE MANHOLE
- CURB INLET
- BOLLARD
- 1.5' SQUARE BOLLARD WITH ELECTRICAL RECEPTICAL
- FENCE LINE
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- WATER LINES
- ELECTRICAL LINES
- OVERHEAD ELECTRICAL LINES
- FIBER OPTIC LINES
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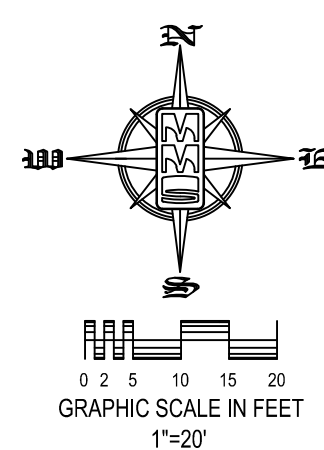
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GENCOM ADDITION, LOT 1  
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of: 439



# SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA



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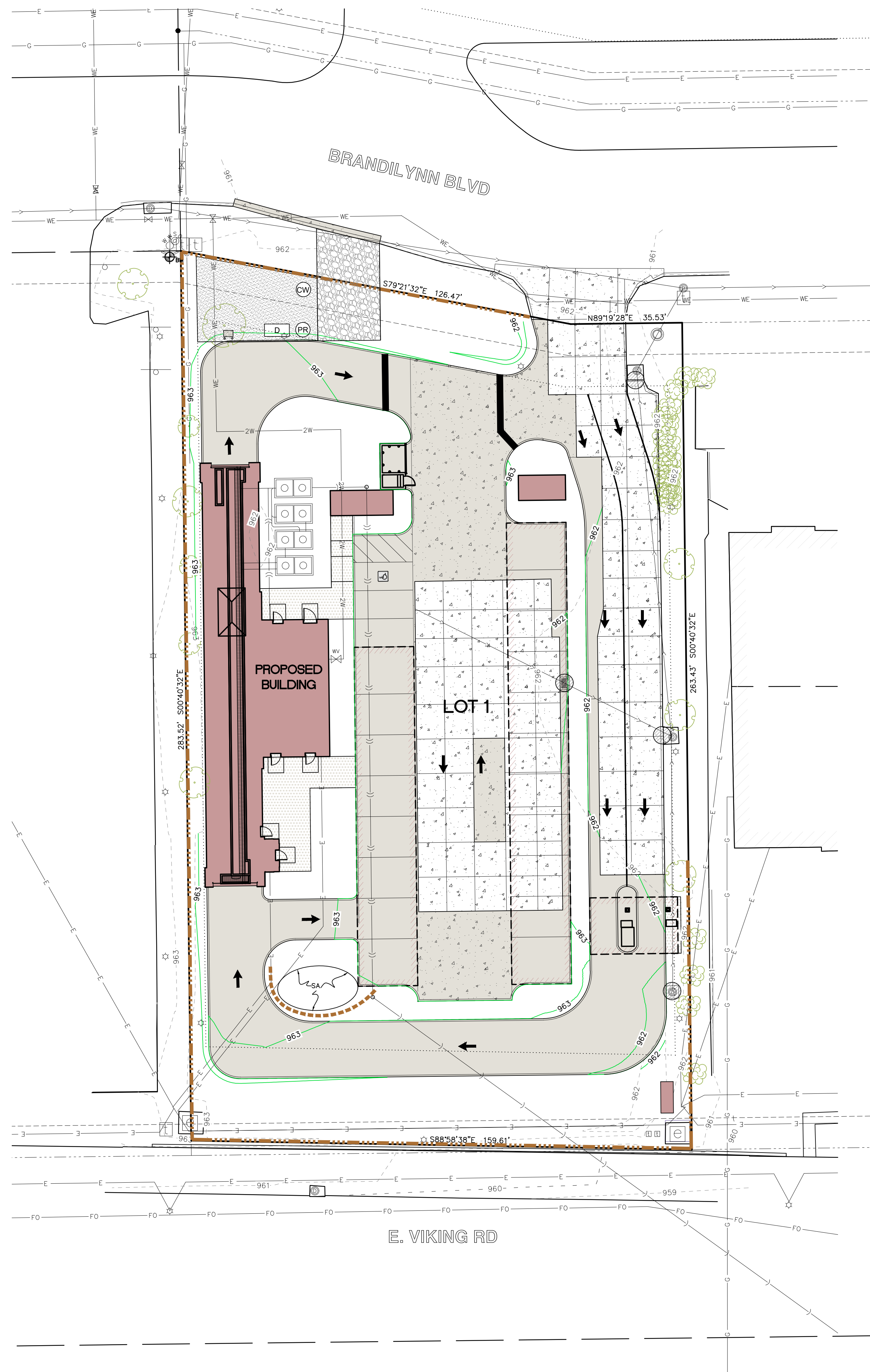
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GARDNER BREWER MARTINEZ-MONFORT LAW  
ATTN: CHRIS BREWER  
400 NORTH ASHLEY STREET, SUITE 1100  
TAMPA, FL 33602



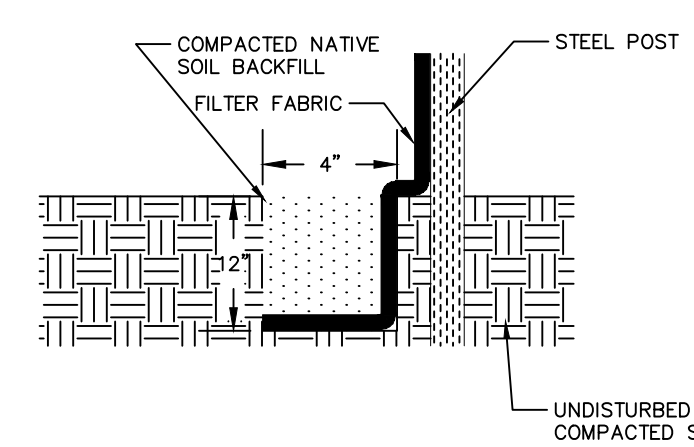
CIVIL ENGINEERS  
LAND PLANNERS  
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LANDSCAPE ARCHITECTS  
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.  
IOWA CITY, IOWA 52240  
(319) 351-8282  
www.mmsconsultants.net

Date	Revision
09/21/20	PER CITY COMMENTS - NPB
10/16/20	PER CITY COMMENTS - NPB
10/20/20	PER CITY COMMENTS - NPB
10/27/20	PER CITY COMMENTS - NPB



### SILT FENCE DETAIL



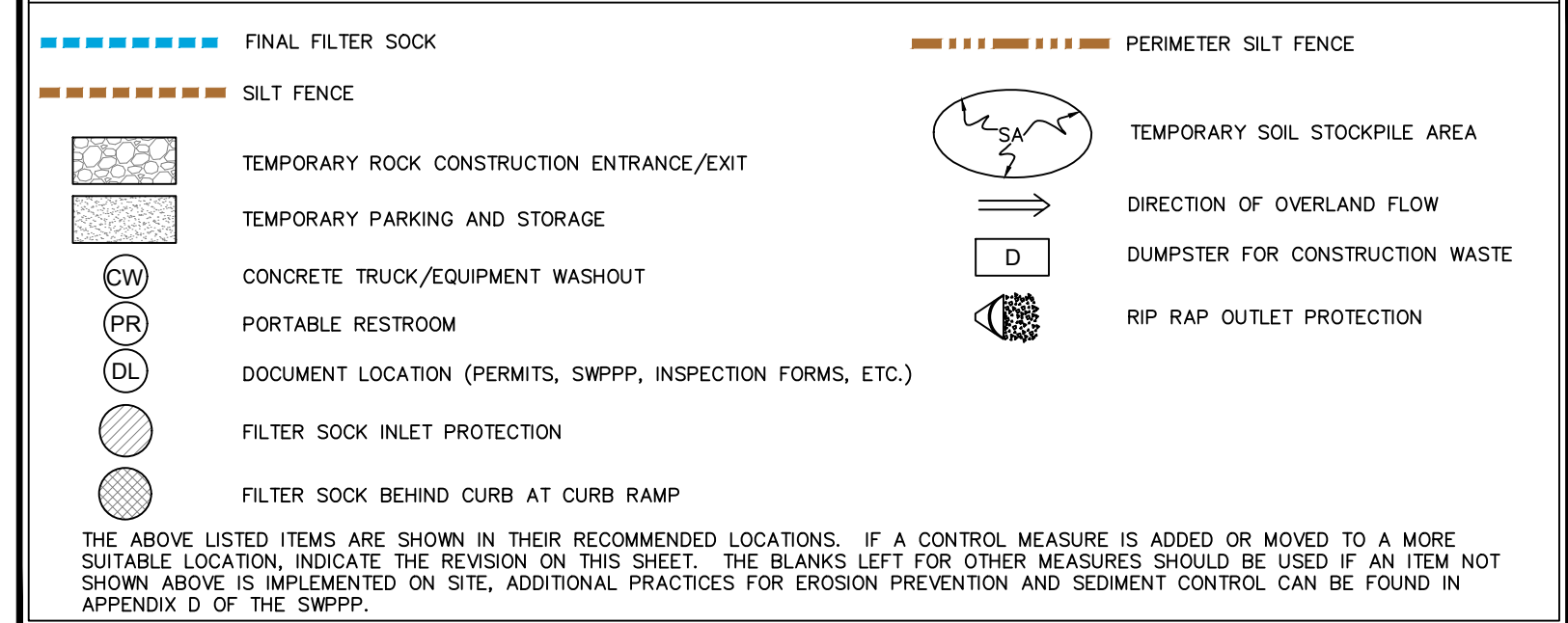
- INSTALLATION**
- POSTS SHALL BE 1.33 POUNDS PER LINEAL FOOT STEEL WITH A MINIMUM LENGTH OF 5 FEET. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE TO THEM.
  - SILT FENCE FABRIC SHALL CONFORM TO I.D.O.T. STANDARD SPECIFICATION SECTION 4196.01.A. SILT FENCING SHALL BE A MINIMUM OF 24" AND A MAXIMUM OF 36" HIGH WHEN COMPLETE.
  - THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE FENCE TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, THE FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM 6" OVERLAP, AND SECURELY SEALED.
  - POSTS SHALL BE SPACED A MAXIMUM OF 8 FEET APART AND DRIVEN SECURELY INTO THE GROUND ALONG THE FENCE ALIGNMENT. POSTS SHALL BE DRIVEN INTO THE GROUND A MINIMUM OF 28".
  - A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4" WIDE BY 12" DEEP ALONG THE UPSLOPE SIDE OF THE POSTS.
  - FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE POSTS SUCH THAT THE FABRIC EXTENDS INTO THE TRENCH AS SHOWN ABOVE. THE FABRIC SHALL BE FASTENED A MINIMUM OF THREE PLACES ON EACH POST.
  - THE TRENCH SHALL BE BACK FILLED WITH EXCAVATED MATERIAL AND THOROUGHLY COMPACTED.
- MAINTENANCE**
- SILT FENCES SHALL BE INSPECTED WEEKLY AND AFTER EACH RAINFALL EVENT OF 0.5 INCHES OR MORE. DURING PERIODS OF PROLONGED RAIN INSPECTIONS SHALL BE AT LEAST DAILY. ANY REPAIRS NEEDED TO MAINTAIN THE SILT FENCE'S EFFECTIVENESS SHALL BE MADE IMMEDIATELY.
  - SHOULD THE FABRIC ON A SILT FENCE DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO STABILIZING THE UPSLOPE AREAS THE FABRIC SHALL BE REPLACED PROMPTLY.
  - SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN THE DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE FENCE. SILTS REMOVED SHALL BE PLACED IN A PROTECTED PLACE THAT WILL PREVENT THEIR ESCAPE FROM THE CONSTRUCTION SITE.
  - ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER NEEDED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
  - SILT FENCE SHALL REMAIN IN PLACE UNTIL IT IS NO LONGER NEEDED AS DIRECTED BY THE POLLUTION PREVENTION PLAN. GENERALLY SILT FENCES SHALL REMAIN UNTIL THE UPSLOPE AREAS ARE STABILIZED WITH AN ESTABLISHED GRASS COVER AS A MINIMUM.

### STANDARD LEGEND AND NOTES

---	PROPERTY &/or BOUNDARY LINES
---	CONGRESSIONAL SECTION LINES
---	RIGHT-OF-WAY LINES
---	EXISTING RIGHT-OF-WAY LINES
---	CENTER LINES
---	EXISTING CENTER LINES
---	LOT LINES, INTERNAL
---	LOT LINES, PLATTED OR BY DEED
---	PROPOSED EASEMENT LINES
---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	WATER LINES
---	ELECTRICAL LINES
---	TELEPHONE LINES
---	GAS LINES
---	FIBER OPTIC
---	OVERHEAD ELECTRIC
---	CONTOUR LINES ( INTERVAL)
---	PROPOSED GROUND
---	EXISTING TREE LINE
---	EXISTING DECIDUOUS TREE & SHRUB
---	EXISTING EVERGREEN TREES & SHRUBS

THE ACTUAL SIZE AND LOCATION OF ALL PROPOSED FACILITIES SHALL BE VERIFIED WITH CONSTRUCTION DOCUMENTS, WHICH ARE TO BE PREPARED AND SUBMITTED SUBJECTIVE TO THE APPROVAL OF THIS DOCUMENT.

### EROSION CONTROL LEGEND



- NOTES:**
- ALL ELEVATIONS ARE TOP OF SLAB UNLESS NOTED OTHERWISE.
  - TEMPORARY STABILIZATION IS REQUIRED ON DISTURBED AREAS AFTER THE 14TH DAY OF INACTIVITY.
  - FINAL STABILIZATION SHALL BE IMPLEMENTED WITHIN 14 DAYS OF FINAL GRADING COMPLETION.

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLAN TC-419 OR SUDAS 8030-110 AND CITY OF CEDAR FALLS REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

- SHEET INDEX**
- 1 SITE LAYOUT AND DIMENSION PLAN
  - 2 SITE LAYOUT AND UTILITY PLAN
  - 3 SITE DEMOLITION PLAN
  - 4 **EROSION CONTROL PLAN**
  - 5 GRADING PLAN
  - 6 LANDSCAPE PLAN
  - 7 GENERAL NOTES & DETAILS

### GRADING AND EROSION CONTROL NOTES

TOTAL SITE AREA: 0.99 - ACRES  
TOTAL AREA TO BE DISTURBED: 0.75 ACRES

EROSION CONTROL MEASURES SHOWN SHALL BE USED DURING FILL ACTIVITIES. EROSION CONTROL MEASURES SHALL BE REEVALUATED AND MODIFIED, IF NECESSARY, AT THE TIME OF SITE DEVELOPMENT.

ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES THAT COULD BE USED ON SITE, IF NEEDED, CAN BE FOUND IN APPENDIX D OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) ENGINEER PREPARED FOR THE SITE. IF ADDITIONAL MEASURES ARE USED, INDICATE THE TYPE AND LOCATION OF SAID MEASURE ON THIS PLAN.

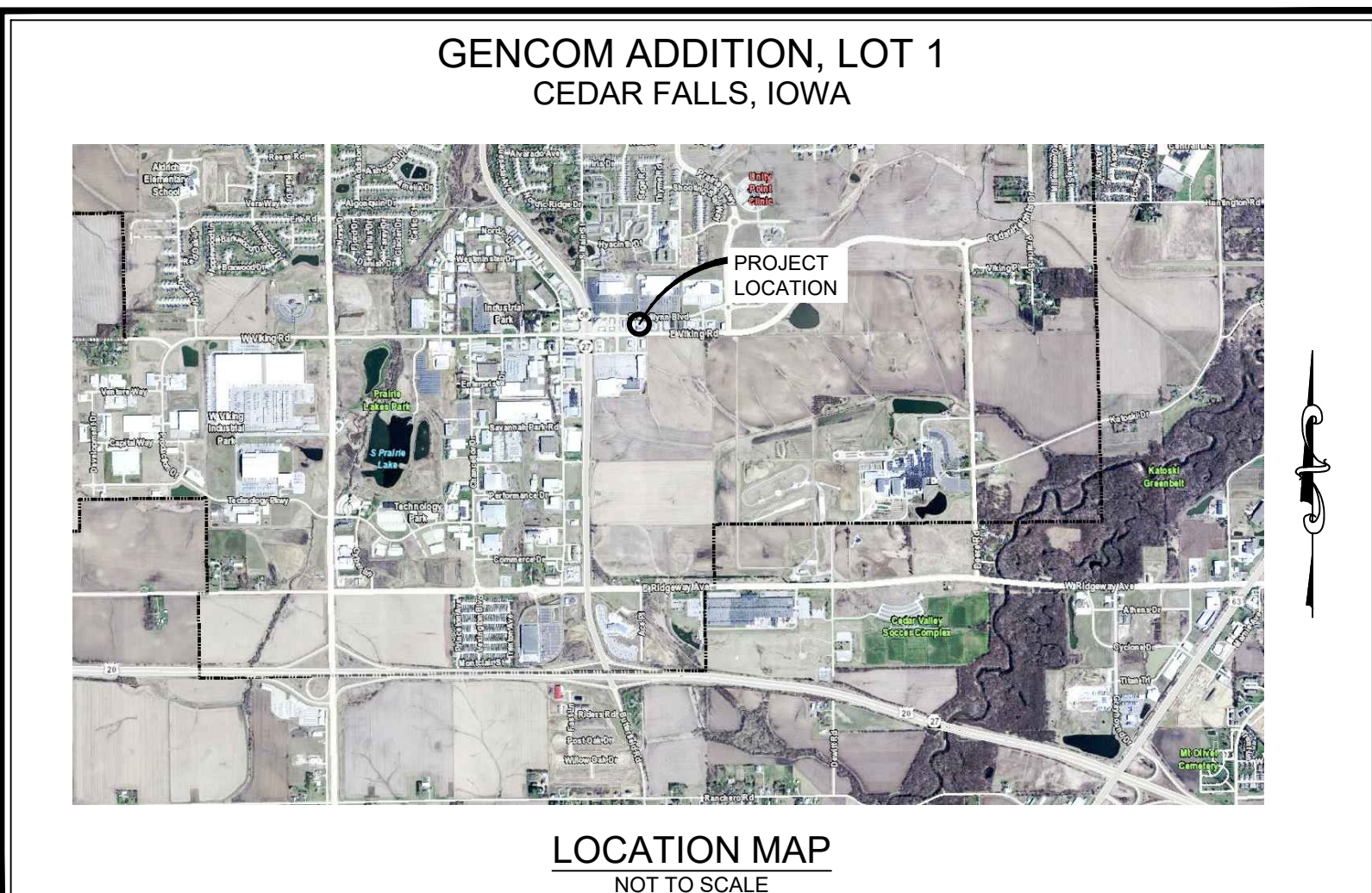
CONTRACTOR SHALL INSTALL A ROCK ENTRANCE AND PERFORM REGULAR CLEANING OF VEHICLES THAT LEAVE THE SITE.

FOLLOWING INSTALLATION OF PERIMETER SILT FENCE AND TEMPORARY CONSTRUCTION ENTRANCE THE CONTRACTOR SHALL CONTACT THE CITY INSPECTOR TO SCHEDULE A SITE INSPECTION PRIOR TO ANY SOIL DISTURBING ACTIVITIES.

THE CONTRACTOR SHALL FOLLOW THE NPDES PERMIT, SWPPP, AND THE CITY CSR REGULATIONS WHENEVER APPLICABLE.

THE EROSION CONTROL CONTRACTOR SHALL INSTALL FILTER SOCKS OR OTHER APPROVED FORM OF INLET PROTECTION AT EACH STREET INTAKE ADJACENT TO THE SITE.

### EROSION CONTROL PLAN



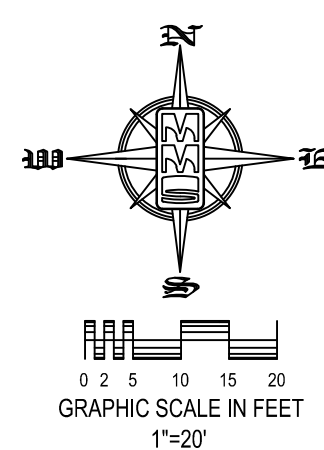
GENCOM ADDITION, LOT 1  
CEDAR FALLS, IOWA  
TIDAL WAVE  
AUTO SPA  
CEDAR FALLS  
BLACK HAWK COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date:	08/14/20
Designed By:	NPB
Field Book No.:	
Drawn By:	NPB
Scale:	1"=20'
Checked By:	KJB
Sheet No.:	4
Project No.:	IOWA CITY
10927-002	of 440



# SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA

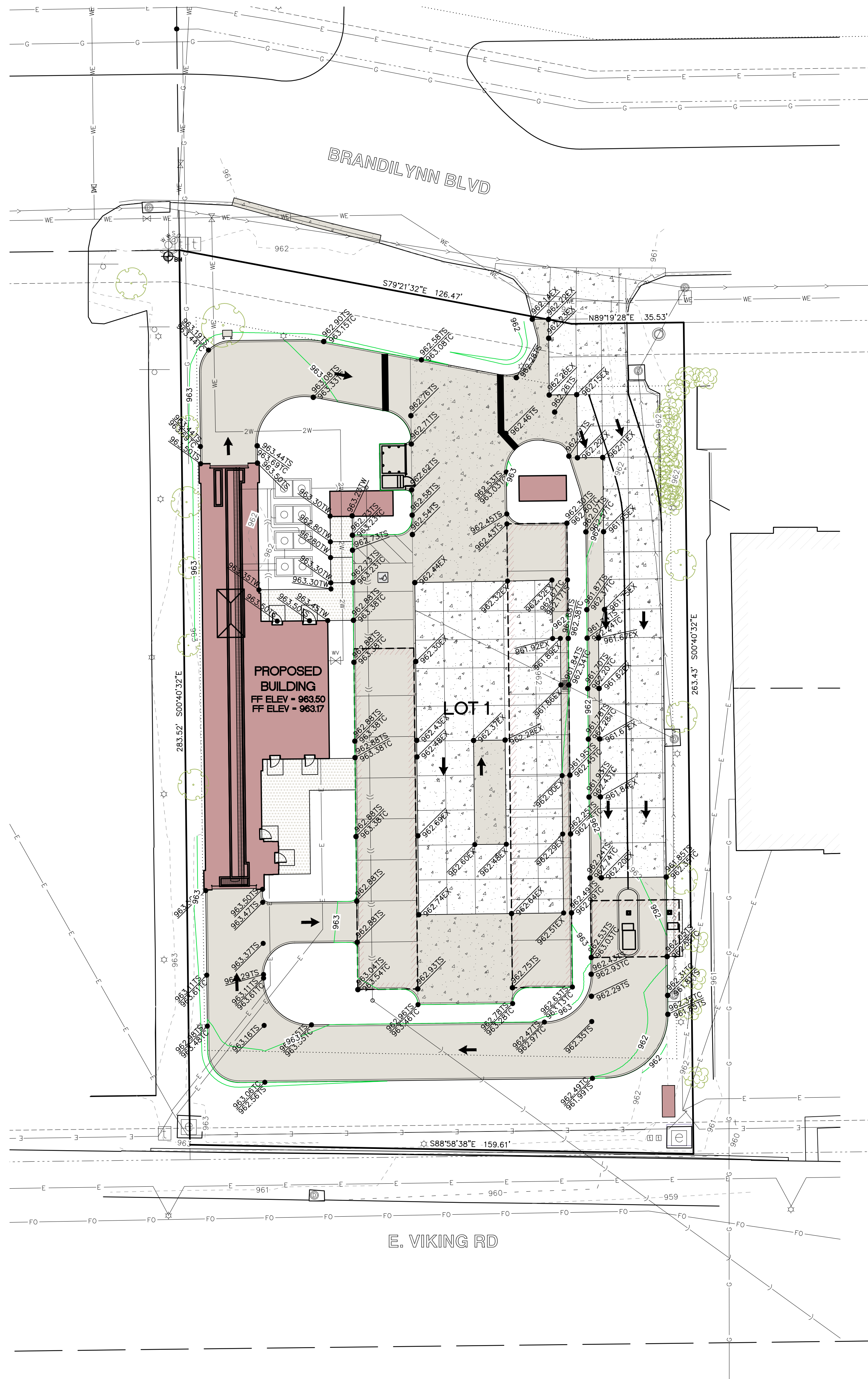


PREPARED BY:  
MMS CONSULTANTS INC.  
1917 S. GILBERT STREET  
IOWA CITY, IA 52240

OWNER:  
VIKING ROAD WASH PARTNERS  
416 BRANDILYNN BLVD  
CEDAR FALLS, IA 50613

APPLICANT:  
BRIGHTWORK REAL ESTATE  
ATTN: JOHN LAPOINTE  
3708 WEST SWANN AVENUE, SUITE 200  
TAMPA, FL 33609

APPLICANT'S ATTORNEY:  
GARDNER BREWER MARTINEZ-MONFORT LAW  
ATTN: CHRIS BREWER  
400 NORTH ASHLEY STREET, SUITE 1100  
TAMPA, FL 33602



● 000.00EX	- EXISTING SURFACE
● 000.00TS	- TOP SLAB
● 000.00TW	- TOP WALK
● 000.00TC	- TOP CURB
● 000.00TR	- TOP RIM
● 000.00TOP	- TOP OF WALL
● 000.00BOT	- BOTTOM OF WALL
● 000.00FG	- FINISHED GRADE



NOTES:  
1. ALL ELEVATIONS ARE TOP OF SLAB UNLESS NOTED OTHERWISE.  
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---	EXISTING EASEMENT LINES
---	BENCHMARK
---	RECORDED DIMENSIONS
---	CURVE SEGMENT NUMBER
---	(R) 22-1
---	EXIST- POWER POLE
---	PROP- POWER POLE W/DROP
---	POWER POLE W/TRANS
---	POWER POLE W/LIGHT
---	GUY POLE
---	LIGHT POLE
---	SANITARY MANHOLE
---	FIRE HYDRANT
---	WATER VALVE
---	DRAINAGE MANHOLE
---	CURB INLET
---	FENCE LINE
---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
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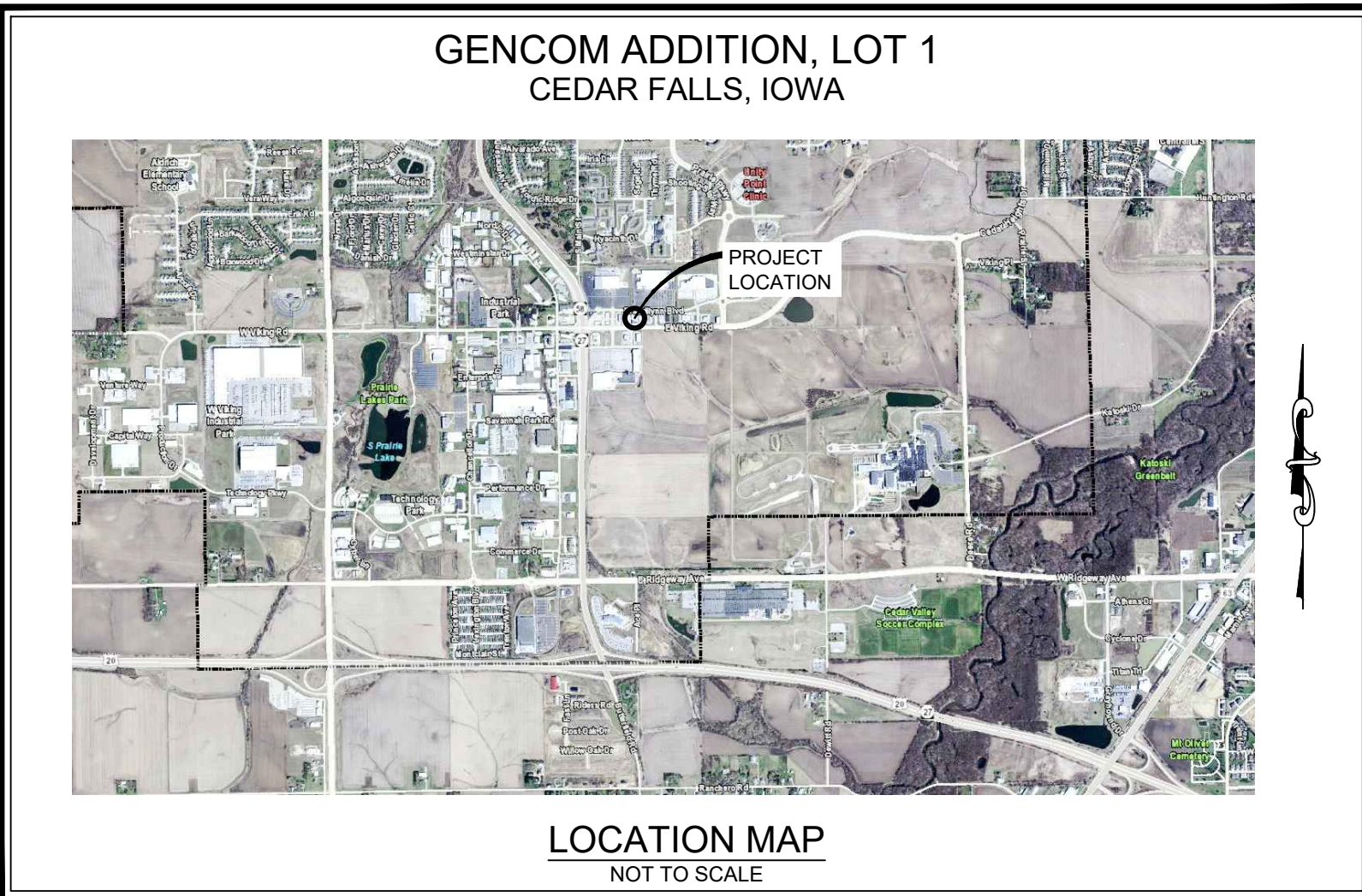
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## GRADING PLAN

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLAN TC-419 OR SUDAS 8030-110 AND CITY OF CEDAR FALLS REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

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GENCOM ADDITION, LOT 1  
TIDAL WAVE  
AUTO SPA  
CEDAR FALLS  
BLACK HAWK COUNTY  
IOWA

MMS CONSULTANTS, INC.	
Date:	08/14/20
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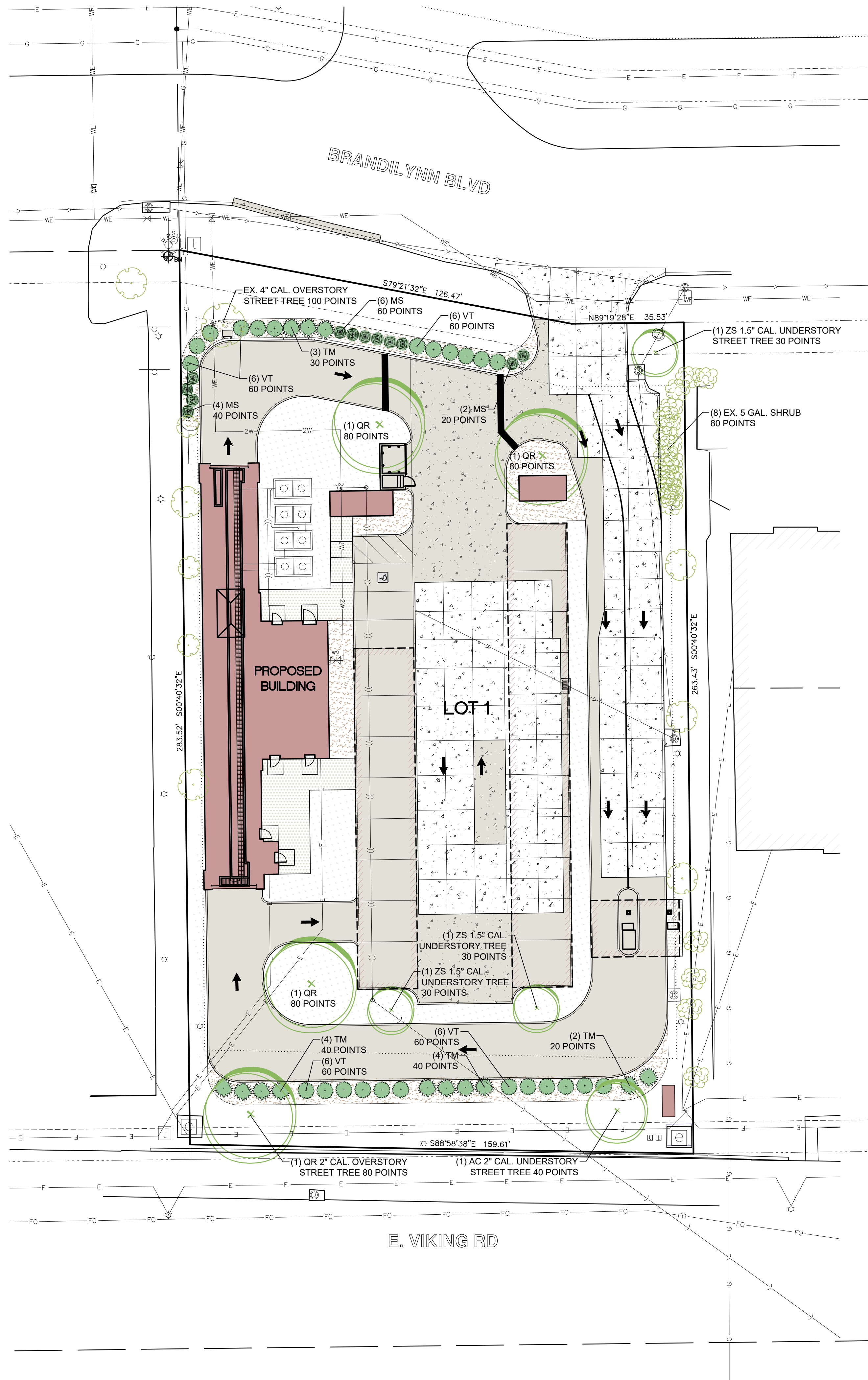
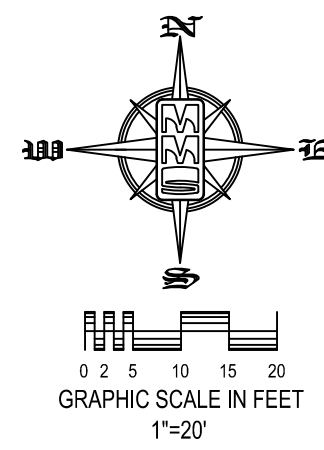
# SITE PLAN GENCOM ADDITION, LOT 1 CEDAR FALLS, IOWA

PREPARED BY: MMS CONSULTANTS INC. 1917 S. GILBERT STREET IOWA CITY, IA 52240

OWNER: VIKING ROAD WASH PARTNERS 416 BRANDILYNN BLVD CEDAR FALLS, IA 50613

APPLICANT: BRIGHTWORK REAL ESTATE ATTN: JOHN LAPOINTE 3708 WEST SWANN AVENUE, SUITE 200 TAMPA, FL 33609

APPLICANT'S ATTORNEY: GARDNER BREWER MARTINEZ-MONFORT LAW ATTN: CHRIS BREWER 400 NORTH ASHLEY STREET, SUITE 1100 TAMPA, FL 33602



QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	POINTS	MATURE SIZE
1	AC	AMELANCHIER GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2" CAL	40 EA	15' X 3.0'
4	QR	QUERCUS RUBRA	RED OAK	2" CAL	80 EA	40' X 40'
3	ZS	ZELKOVA SERRATA 'UPS-KWI'	CITY SPRITE ZELKOVA	1.5" CAL	30 EA	20' X 15'

QTY	KEY	BOTANICAL NAME	COMMON NAME	INSTALL SIZE	POINTS	MATURE SIZE
12	MS	MISCANTHUS SINENSIS 'GRACILLIMUS'	GRACILLIMUS MAIDEN GRASS	3/8" HT	10 EA	6' X 4'
13	TM	TAXUS MEDIA DARK GREEN SPREADER	DARK GREEN SPREADER YEW	3/8" HT	10 EA	4' X 6'
24	VT	VIORNUM TRILOBUM 'BAILEY COMPACT'	BAILEY COMPACT HIGHBUSH CRANBERRY	3/8" HT	10 EA	6' X 5'

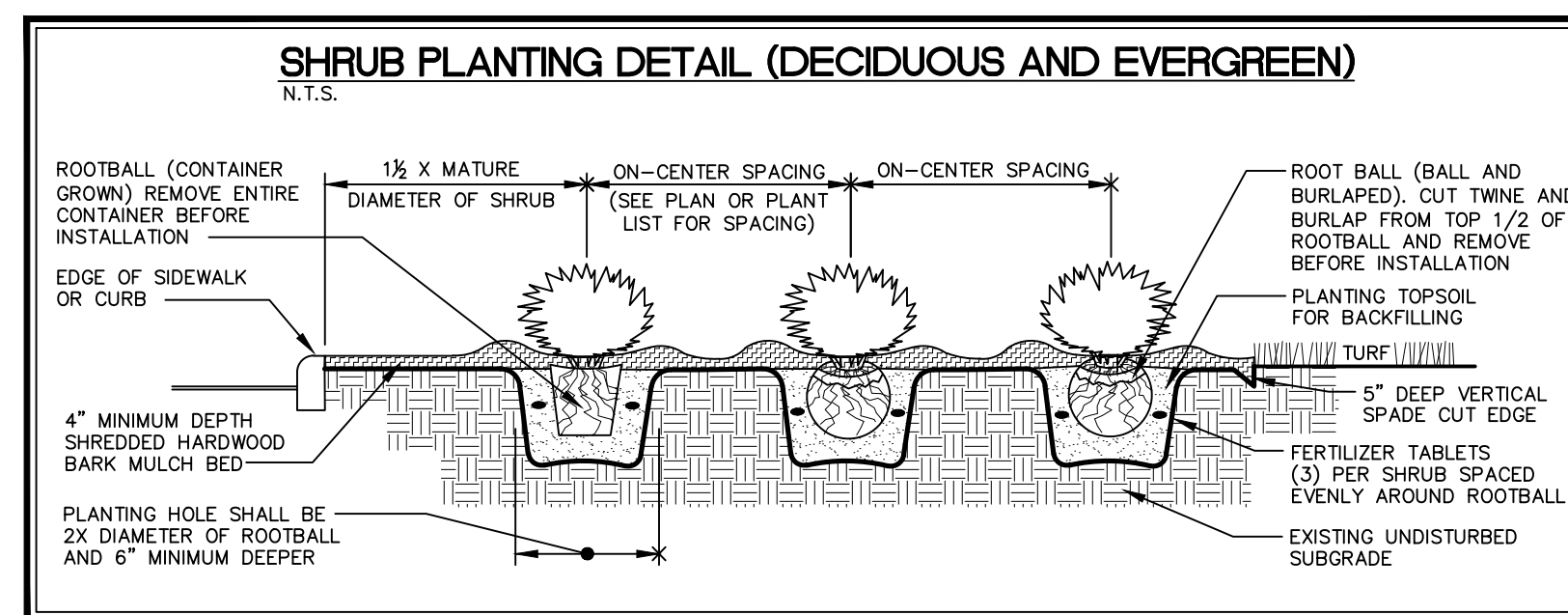
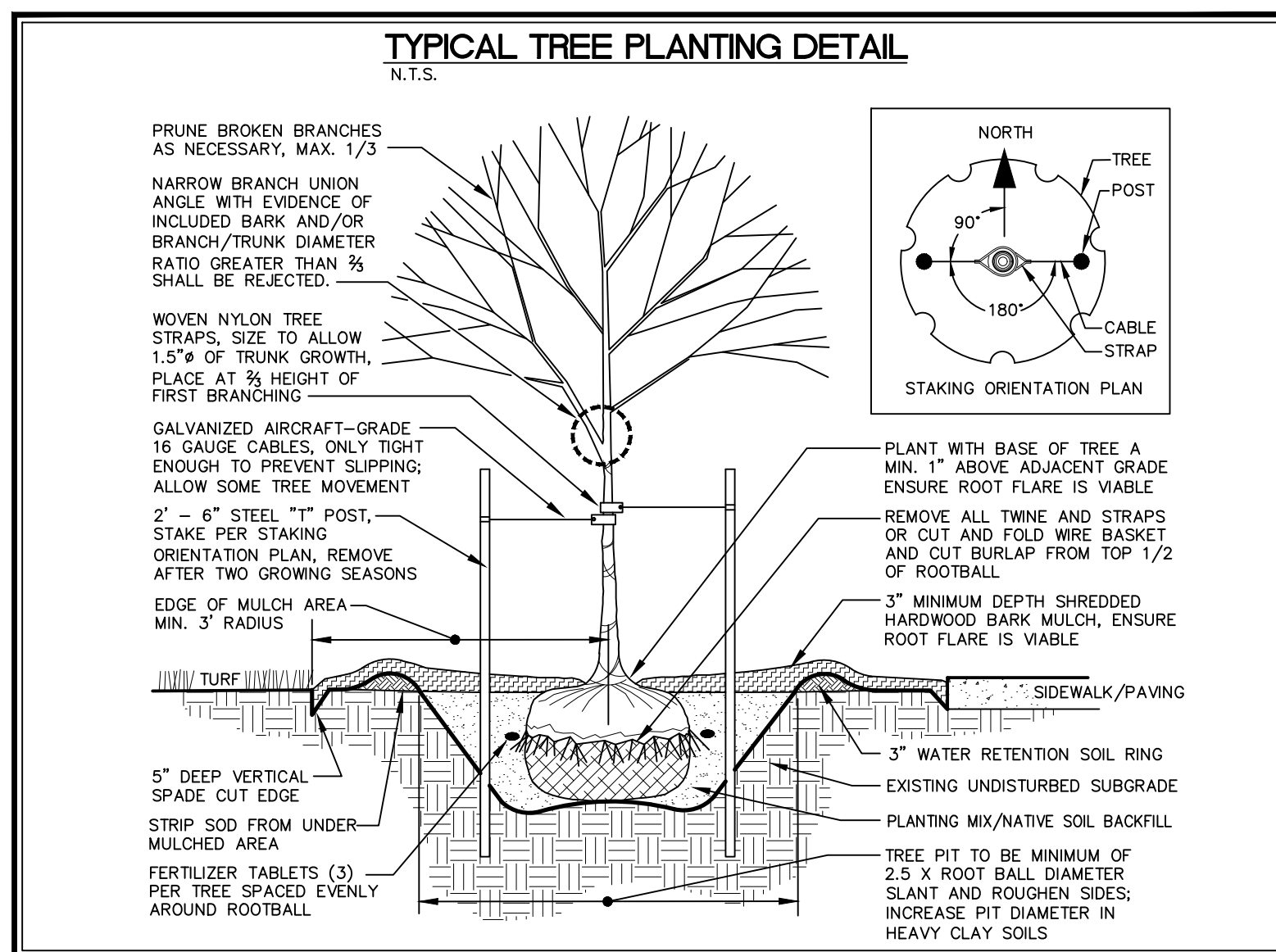
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RECORDED DIMENSIONS  
CURVE SEGMENT NUMBER

EXISTING: (R)  
22-1

PROPOSED:  
POWER POLE  
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### LANDSCAPE LEGEND

SOD  
MULCH

### LANDSCAPE REQUIREMENTS

LANDSCAPING/OPEN SPACE  
OPEN SPACE:  
- 43,190 X 0.10 = 4,319 SF REQUIRED (15,196 PROVIDED)

LANDSCAPING:  
- 43,190 X 0.02 = 864 POINTS REQUIRED (870 PROVIDED)

STREET TREES  
BRANDILYNN BLVD:  
- 1.62 X 0.75 = 121.50 POINTS REQUIRED (130 PROVIDED)

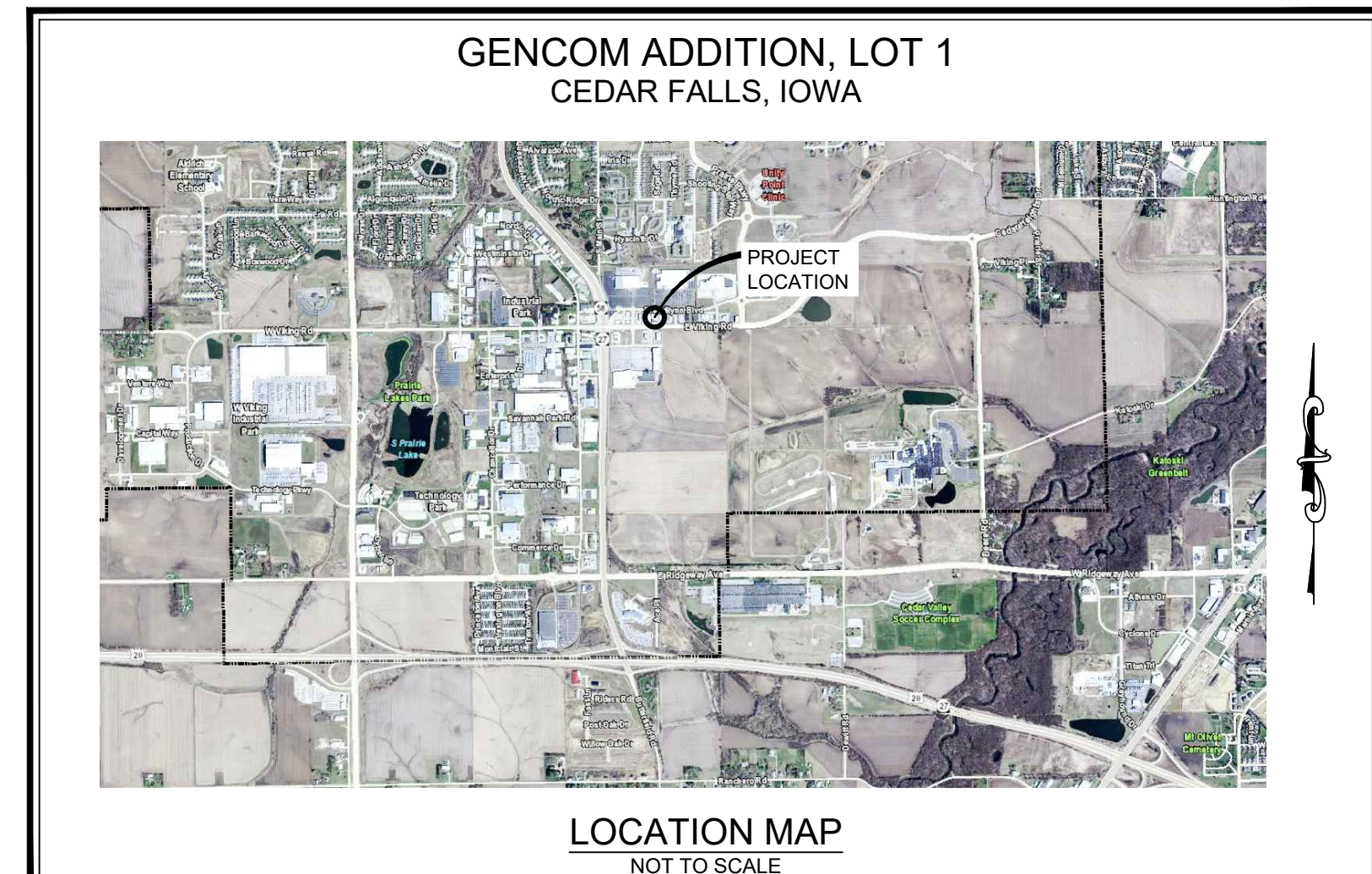
VIKING RD:  
- 1.58,61 X 0.75 = 119.71 POINTS REQUIRED (120 PROVIDED)

TOTAL = 241 POINTS REQUIRED (250 PROVIDED)

PARKING AREAS  
INTERIOR:  
1 OVERSTORY TREE FOR EVERY 15 PARKING STALLS  
24 / 15 = 2 TREES REQUIRED (2 PROVIDED)

PERIPHERAL  
BERM AND/OR SHRUBBERY TO SCREEN PARKING AREAS

- ### LANDSCAPE NOTES:
- THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL LOCATIONS OF UNDERGROUND UTILITIES ON SITE PRIOR TO LANDSCAPE INSTALLATION.
  - PLANT QUANTITIES ARE FOR INFORMATION ONLY; DRAWINGS SHALL PREVAIL IF CONFLICT OCCURS.
  - KIND, SIZE AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO AMERICAN STANDARD FOR NURSERY STOCK, AMS 240 - 1992, OR MOST RECENT ADDITION.
  - LAYOUT OF PLANT MATERIAL AT SITE SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
  - ALL PLANTING BEDS SHALL HAVE QUALITY TOPSOIL ADDED (IF NEEDED) BY LANDSCAPE CONTRACTOR TO BRING BED GRADES 5" - 4" BELOW EXISTING CONCRETE AREAS AND TOP OF DEGRADED WALLS. PRIOR TO PLANTING, CONTRACTOR IS RECOMMENDED TO VISIT SITE.
  - FINISH GRADING OF PLANT BEDS AND SOD AREAS SHALL BE PERFORMED BY LANDSCAPE CONTRACTOR.
  - ALL FIELD AND PERENNIAL PLANTING AREAS SHALL HAVE A MINIMUM 3 INCH DEEP BED OF DOUBLE SHREDDED HARDWOOD DARK MULCH AND AN APPLICATION OF A PRE-EMERGENT (PREENT OR APPROVED EQUAL) FOR WEED CONTROL.
  - LANDSCAPE EDGING BETWEEN DARK MULCH AND LAWN AREAS SHALL BE A SPADE CUT EDGE. EDGE SHALL BE INSTALLED VERTICAL AND ACCORDING TO DETAILS.
  - STAKING SHALL BE REQUIRED ON ALL TREES (EXCEPT MULTI-STEM VARIETIES STAKE USING (2) OR (3) 6" STEEL "T" POST PLACED OUTSIDE OF ROOTBALL AND ADHERED TO TRUNK OF TREE WITH 16 GAUGE CABLE AND WOVEN NYLON TREE STRAPS.
  - ALL TREES FREE-STANDING IN LAWN AREAS AND IN PLANTING BEDS SHALL BE WRAPPED WITH A STANDARD MANUFACTURED TREE WRAP AND FASTENED WITH TWINE OR APPROVED METHOD.
  - ALL TREES FREE-STANDING WITHIN LAWN AREAS SHALL HAVE A MINIMUM 4 FT. DIA. RING OF DOUBLE SHREDDED HARDWOOD DARK MULCH AT A 3 INCH DEPTH.
  - ALL LANDSCAPE PLANTINGS AND SOD AREAS SHALL BE THOROUGHLY WATERED UPON INSTALLATION AND A TOTAL OF (9) WATERINGS BEFORE INITIAL ACCEPTANCE. AFTER ACCEPTANCE, SOD SHALL BE MAINTAINED FOR 90 DAYS OR UNTIL ROOTED IN.
  - LANDSCAPE CONTRACTOR MUST FOLLOW ALL DETAILS PROVIDED ON SHEETS REGARDING LANDSCAPE CONSTRUCTION TECHNIQUES.
  - ALL LANDSCAPE PLANTINGS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM DATE OF INITIAL ACCEPTANCE.
  - SEED ALL REMAINING AREAS WITHI DOT USW4 MIX.



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## LANDSCAPE PLAN

GENCOM ADDITION, LOT 1  
TIDAL WAVE  
AUTO SPA  
CEDAR FALLS  
BLACK HAWK COUNTY  
IOWA

MMS CONSULTANTS, INC.

Date: 08/14/20

Designed By: NPB Field Book No:

Drawn By: NPB Scale: 1"=20'

Checked By: KJB Sheet No: 6

Project No: IOWA CITY 10927-002 of 442



**SANITARY SEWER AND WATERMAIN NOTES**

- SANITARY SEWER & WATER MAIN CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) MANUAL, 2017 EDITION.
- SANITARY SEWERS SHALL BE PVC TRUSS PIPE (SUDAS 4010.2.01.E), AS NOTED ON THE PLANS. SANITARY SEWER SERVICE LINES SHALL BE PVC SDR-23.5 WITH GASKETED JOINTS.
- WATER MAINS SHALL BE PVC DR-18 PIPE.
- CONTRACTOR TO PROVIDE FERNOCO "BAND-SEAL" COUPLINGS FOR DISSIMILAR PIPE CONNECTIONS.
- GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- ALL SANITARY SEWERS SHOWN ON THE PROFILE VIEW AND ALL SANITARY SEWERS AND WATER MAINS UNDER PAVING OR WITHIN 5 FEET OF PAVING SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
  - SUITABLE EXCAVATED MATERIAL, IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
  - CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL.
- ALL SANITARY SEWER SERVICE LINES CROSSING STREET RIGHT-OF-WAY SHALL BE BACKFILLED IN ACCORDANCE WITH THE PRECEDING NOTE.
- CONTRACTOR SHALL PROVIDE SUDAS CLASS F-3 BEDDING FOR ALL PVC TRUSS SANITARY SEWERS UNLESS OTHERWISE NOTED.
 

ALL SANITARY SEWER SERVICE LINES SHALL BE EXTENDED :

  - TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ON THE OPPOSITE SIDE OF THE STREET FROM THE SEWER MAIN.
  - TO THE UTILITY EASEMENT LINE FOR THOSE LOCATIONS WHERE THE LOTS BEING SERVED ARE ADJACENT TO THE SEWER MAIN.
- THE END OF ALL SANITARY SEWER SERVICES MUST BE MARKED WITH A WOOD 2 x 4 PAINTED GREEN.
- ALL SANITARY SEWER MANHOLES IN PAVING AREAS OR AREAS SUBJECT TO WATER INUNDATION SHALL BE PROVIDED WITH CHECK EXTERIOR CHIMNEY SEAL OR APPROVED EQUIV. ALL SANITARY MANHOLES IN PAVING SHALL HAVE 3-PIECE FLOATING CASTING

**AIR TESTING**

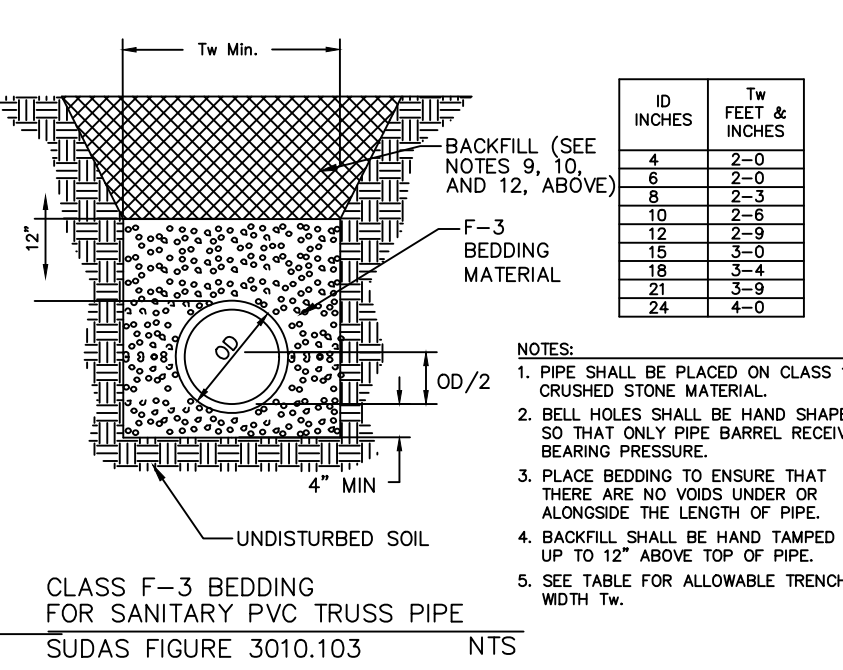
- ALL SANITARY SEWER AND SERVICE LINES SHALL BE AIR TESTED TO PASS THE FOLLOWING TEST:
 

NOTE: CITY REPRESENTATIVE MUST BE PRESENT DURING TESTING.

  - PERFORM FROM MANHOLE-TO-MANHOLE AFTER BACKFILL.
  - PLACE PNEUMATIC PUGS: (1) SEALING LENGTH: EQUAL TO OR GREATER THAN PIPE DIAMETER, (2) CAPABLE OF RESISTING INTERNAL TEST PRESSURE WITHOUT EXTERNAL BRACING OR BLOCKING.
  - INTRODUCE LOW-PRESSURE AIR INTO SEALED LINE AND ACHIEVE INTERNAL AIR PRESSURE OF 5 psi & MAINTAIN FOR A MINIMUM OF 5 MINUTES.
  - LIMIT INTERNAL PRESSURE IN SEALED LINE BELOW 8 PSIG.
  - ALLOW 2 MINUTES MINIMUM FOR AIR PRESSURE TO STABILIZE. DISCONNECT LOW-PRESSURE AIR HOSE FROM CONTROL PANEL.
  - MINIMUM TIME FOR PRESSURE TO DROP FROM 3.5 TO 2.5 PSIG GREATER THAN MAXIMUM PRESSURE EXERTED BY GROUNDWATER ABOVE PIPE INVERT:
 

PIPE DIAMETER IN INCHES	TIME IN MINUTES
4	2.0
6	3.0
8	4.0
10	5.0
12	5.5
15	7.5

- IN AREAS WHERE GROUND WATER IS KNOWN TO EXIST, THE HEIGHT OF WATER ABOVE THE TOP OF THE PIPE BEING TESTED, IN FEET, SHALL BE DETERMINED AND THAT HEIGHT DIVIDED BY 2.3 TO ESTABLISH THE PRESSURE THAT WILL BE ADDED TO ALTERNATIVELY, THE ENGINEER MAY ALLOW THE CONTRACTOR TO MEASURE INFILTRATION INTO THE SEWER BY USING A V-NOTCH WEIR OR OTHER SUITABLE DEVICE.
- LOCATE, REPAIR AND RETEST LEAKS.
  - AIR TESTING SHALL BE CONSIDERED INCIDENTAL TO SANITARY SEWER CONSTRUCTION.
  - ALL PVC TRUSS SEWERS SHALL HAVE A DEFLECTION TEST PERFORMED AS FOLLOWS:
    - DEFLECTION TEST SHALL BE CONDUCTED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS.
    - DEFLECTION TEST TO BE CONDUCTED USING A RIGID BALL OR MANDELUM WITH A DIAMETER EQUAL TO 95% OF THE INSIDE DIAMETER OF THE PIPE. NO MECHANICAL PULLING DEVICES ALLOWED.
    - NO PIPE SHALL EXCEED A DEFLECTION OF 5%.

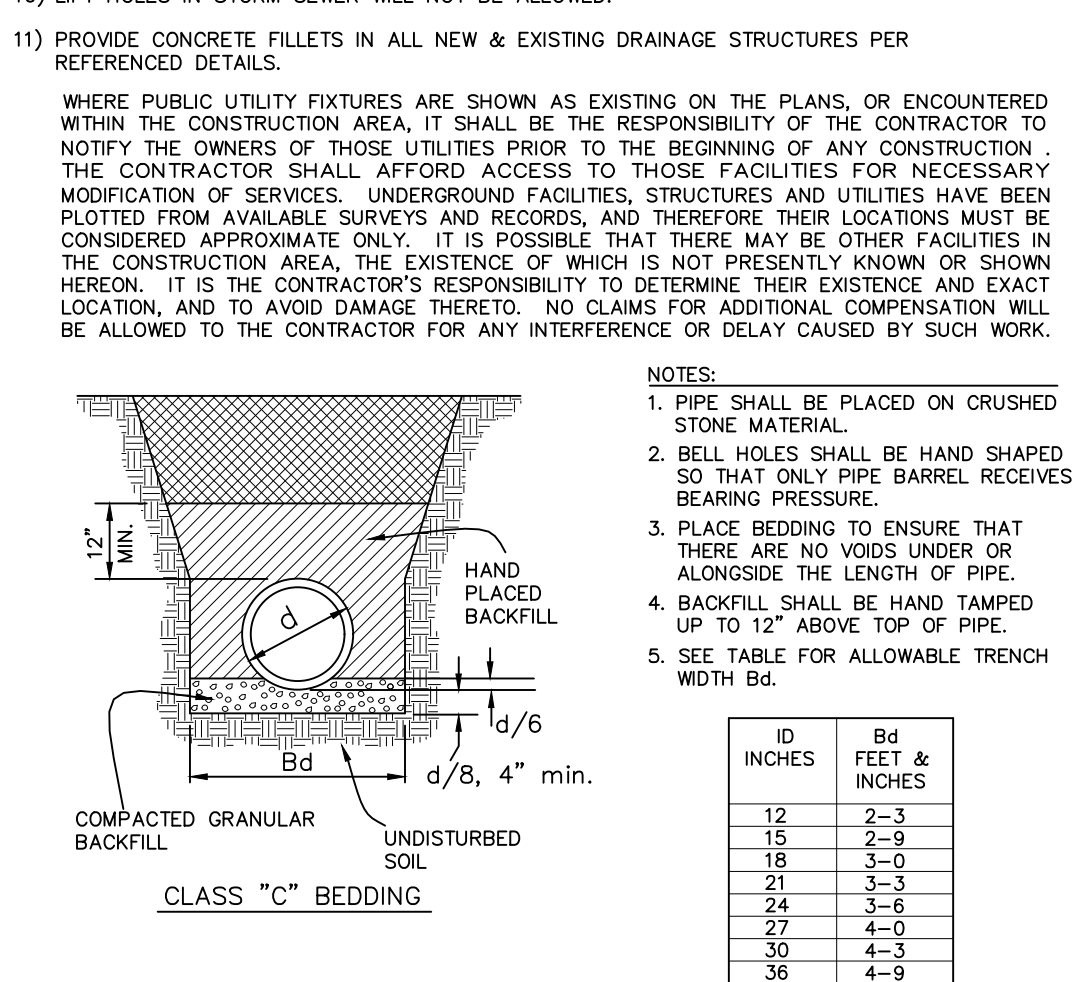


- THE FOLLOWING MINIMUM CLEARANCES MUST BE MAINTAINED :
- WATER MAIN SHALL BE LOCATED 10 FEET HORIZONTALLY DISTANT FROM ALL SANITARY SEWER AND STORM SEWER.
  - WATER MAIN SHALL NOT PASS THROUGH OR CONTACT A SEWER OR A SEWER MANHOLE. A MINIMUM HORIZONTAL SEPARATION OF 3 FEET SHALL BE MAINTAINED.
  - VERTICAL SEPARATION OF WATER MAINS CROSSING OVER ANY SANITARY SEWER SHOULD BE A MINIMUM OF 18-INCHES, MEASURED OUTSIDE TO OUTSIDE FROM THE CLOSEST EDGE OF EACH PIPE. IF PHYSICAL CONDITIONS PROHIBIT THIS SEPARATION, THE WATER MAIN SHALL NOT BE PLACED CLOSER THAN 6-INCHES ABOVE A SEWER OR 18-INCHES BELOW A SEWER. THE SEPARATION DISTANCE SHALL BE THE MAXIMUM FEASIBLE IN ALL CASES.
  - WHERE THE WATER MAIN CROSSES SEWER, ONE FULL LENGTH OF WATER PIPE SHALL BE LOCATED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE SEWER. THE WATER AND SEWER PIPES MUST BE ADEQUATELY SUPPORTED AND HAVE WATER TIGHT JOINTS. A LOW PERMEABILITY SOIL SHALL BE USED FOR BACKFILL MATERIAL WITHIN 10-FEET OF THE POINT OF CROSSING.
  - NOMINAL DEPTH OF WATER MAIN = 5.5 FEET TO TOP OF PIPE.
  - EXISTING OR PROPOSED VALVE BOXES THAT FALL WITHIN PAVEMENT MUST HAVE A SUP-TYPE VALVE BOX.
  - THE ENTIRE WATERMAIN SYSTEM, INCLUDING SERVICES TAPS IF APPLICABLE, SHALL BE PRESSURE TESTED PER AWWA C600. THE TEST SHALL BE PERFORMED AT A MINIMUM OF 150 PSI FOR 2 HOURS WITH A MAXIMUM LOSS OF 5 PSI.
  - WATER MAINS SHALL BE DISINFECTED IN ACCORDANCE WITH SPECIFICATIONS.
  - FIRE HYDRANTS SHALL BE WUELLER SUPER CENTURIUM 250 OR APPROVED CITY EQUAL THAT OPEN RIGHT.
  - BED WATER MAIN ON NATIVE MATERIAL, DIG IN BELLS, AND BACKFILL WITH SUITABLE MATERIAL.
  - ALL CONCRETE SANITARY MANHOLES SHALL HAVE CONSHIELD ANTI-MICROBIAL ADDITIVE INCORPORATED IN THE CONCRETE MIX.

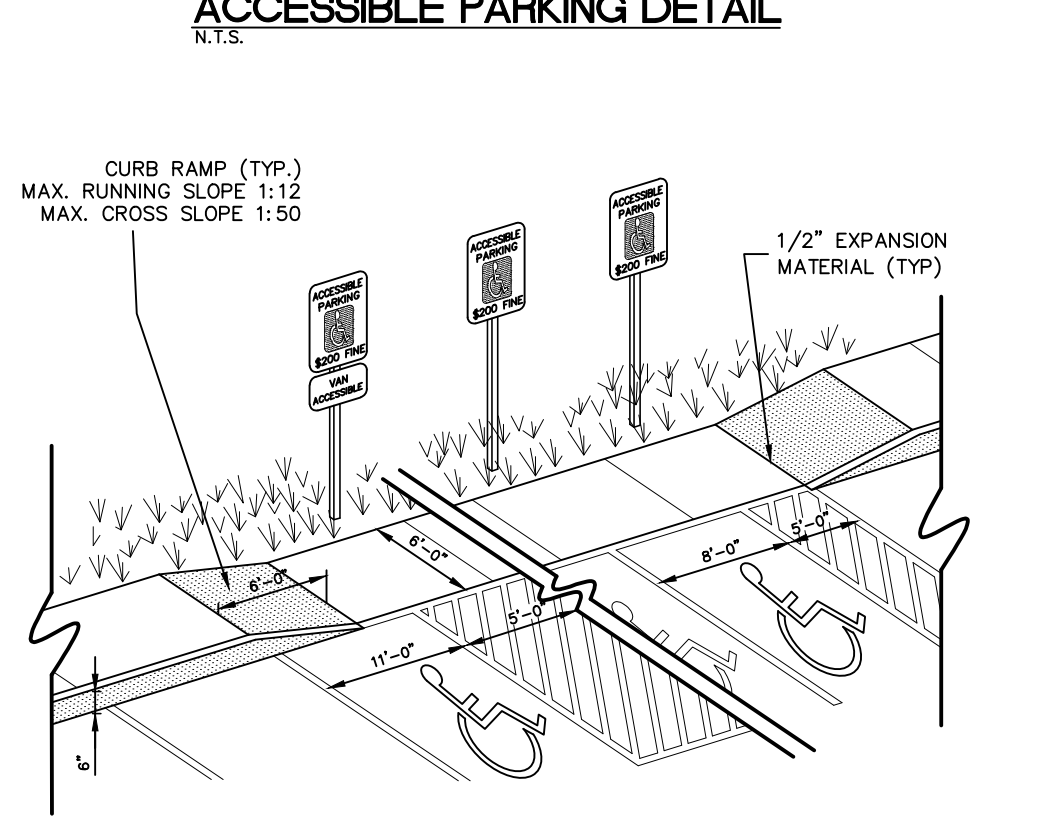
WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS, OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THOSE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THAT THERE MAY BE OTHER FACILITIES IN THE CONSTRUCTION AREA, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR SHOWN HEREOF. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION, AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

**STORM SEWER NOTES**

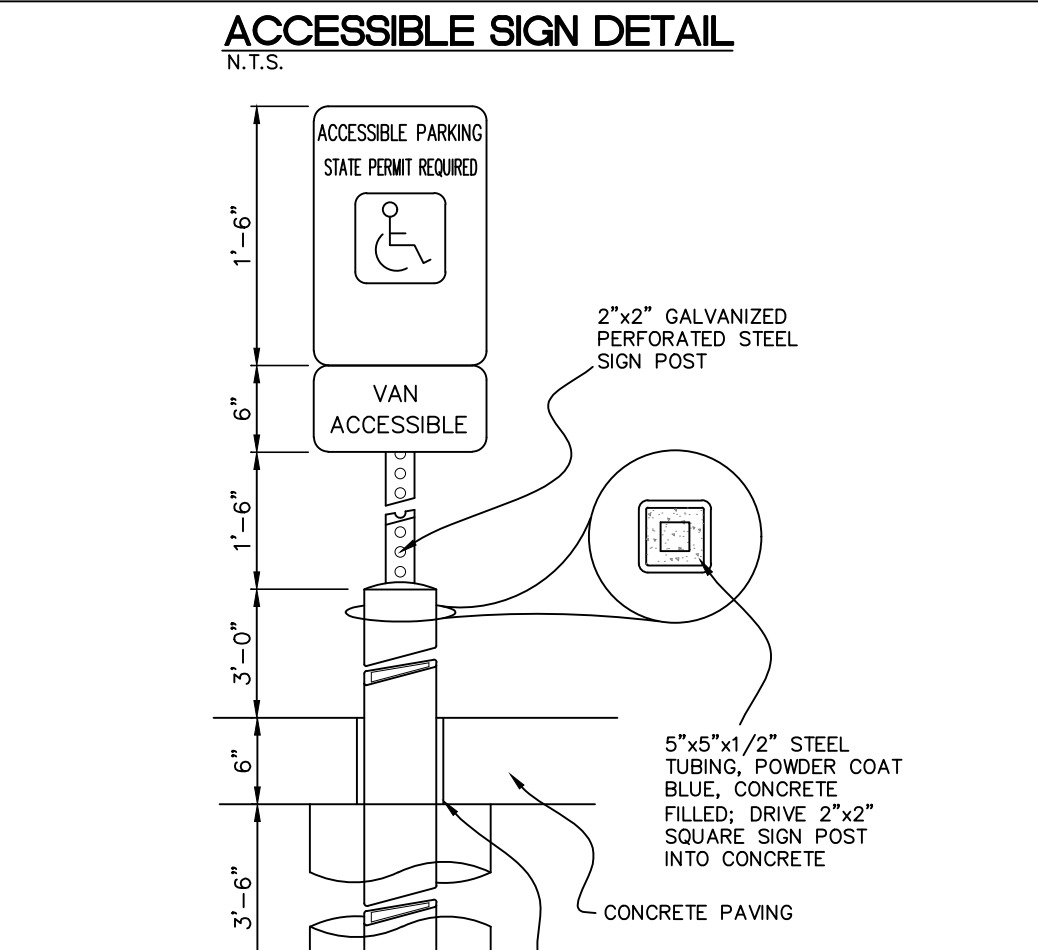
- STORM SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD DETAILED SPECIFICATIONS AND DETAILED SPECIFICATION REQUIREMENTS PREPARED FOR THIS PROJECT. CITY OF CEDAR FALLS DESIGN AND CONSTRUCTION STANDARDS AND PROCEDURES SHALL PREVAIL.
- ALL STORM SEWERS SHALL BE CLASS 3 RCP UNLESS NOTED OTHERWISE IN THE PLANS.
- AT PLACES WHERE A FLARED END SECTION IS REQUIRED, PIPE LENGTH INCLUDES THE FLARED END. THE LAST TWO JOINTS ARE TO BE TIED WHERE FLARED END SECTIONS ARE REQUIRED.
- ALL RCP STORM SEWERS SHALL BE PROVIDED WITH CLASS "C" BEDDING, UNLESS NOTED OTHERWISE. PVC SEWERS SHALL BE PROVIDED WITH CRUSHED STONE ENCASEMENT.
- STORM SEWERS SHOWN ON THE PROFILE VIEW SHALL BE BACKFILLED WITH EITHER OF THE FOLLOWING COMPACTED TO 90% MODIFIED PROCTOR DENSITY:
  - SUITABLE EXCAVATED MATERIAL, IF EXCAVATED MATERIAL IS NOT SUITABLE, THEN
  - CRUSHED STONE AS SPECIFIED FOR GRANULAR TRENCH BACKFILL SHALL BE USED.
- GRANULAR TRENCH BACKFILL SHALL BE CRUSHED STONE CONFORMING TO I.D.O.T. STANDARD SPECIFICATION 4120.04 WITH 1" MAXIMUM AGGREGATE SIZE. COMPACT TO 90% MODIFIED PROCTOR DENSITY.
- ALL STORM SEWERS SHALL HAVE CONFINED "O" RING GASKETS. STORM SEWERS 36" AND SMALLER SHALL HAVE BELL AND SPIGOT JOINTS. STORM SEWERS LARGER THAN 36" MAY HAVE TONGUE AND GROOVE JOINTS. NO MASTIC JOINTS ALLOWED.
- ALL PIPE SHALL BE CERTIFIED.
- ALL STORM INTAKES SHALL BE A MINIMUM OF 48 INCHES FROM TOP OF CURB/RIM TO SUBGRADE. IF INVERT ELEVATIONS ARE INSUFFICIENT TO PROVIDE THIS REQUIRED DEPTH, THE CONTRACTOR TO PROVIDE DEEPER STRUCTURE AND POUR CONCRETE FILLET IN INTAKE TO MAKE INTAKE PIPES DRAIN AT INVERT ELEVATIONS LISTED.
- LIFT HOLES IN STORM SEWER WILL NOT BE ALLOWED.
- PROVIDE CONCRETE FILLETS IN ALL NEW & EXISTING DRAINAGE STRUCTURES PER REFERENCE DETAILS.



**ACCESSIBLE PARKING DETAIL**



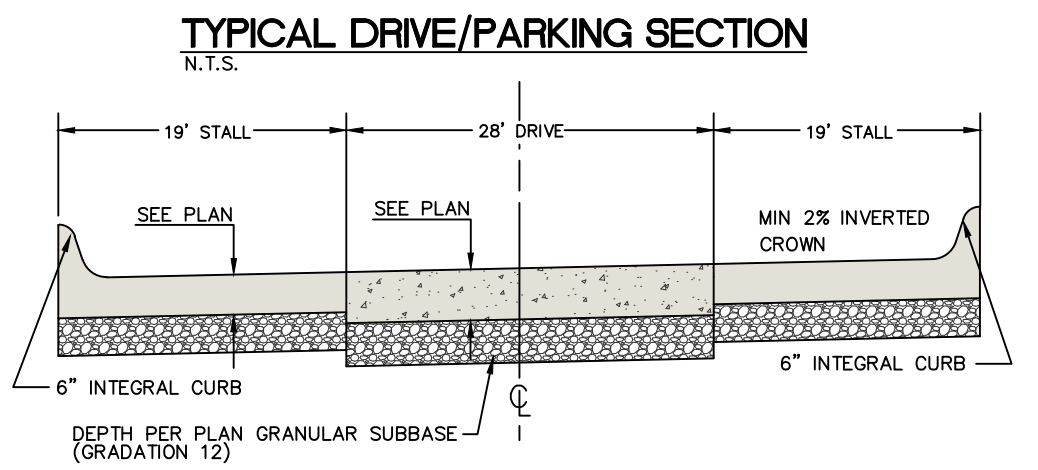
**ACCESSIBLE SIGN DETAIL**



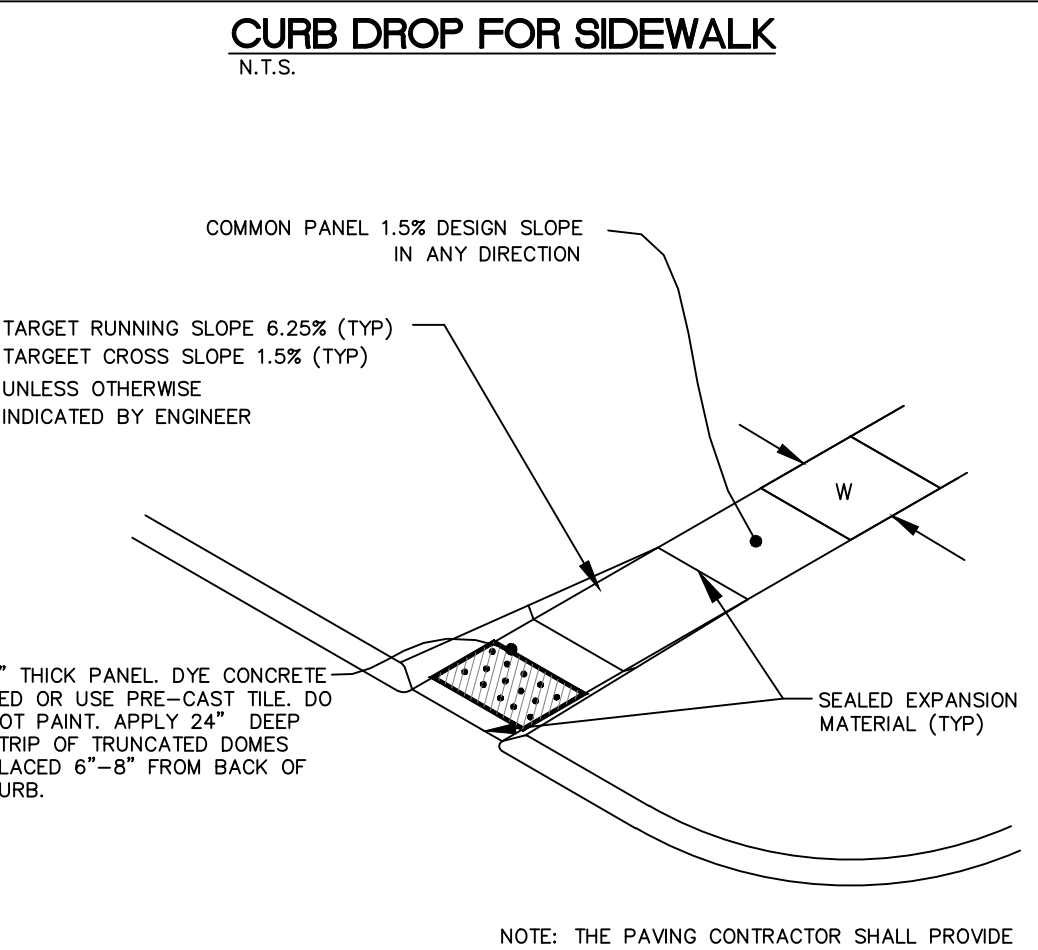
**PAVING CONSTRUCTION NOTES**

- PAVEMENT CONSTRUCTION SHALL BE IN ACCORDANCE WITH I.D.O.T. SPECIFICATION SECTION 2301.
- I.D.O.T. CLASS C-3 CONCRETE SHALL BE USED, UNLESS NOTED OTHERWISE.
- PAVEMENT JOINTS SHALL CONFORM TO I.D.O.T. STANDARD ROAD PLAN PV-101.
- SUBGRADE UNDER PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY, TO A DEPTH OF SIX (6) INCHES, UNLESS NOTED OTHERWISE.
- ALL SAWED PAVEMENT JOINTS SHALL BE SEALED.

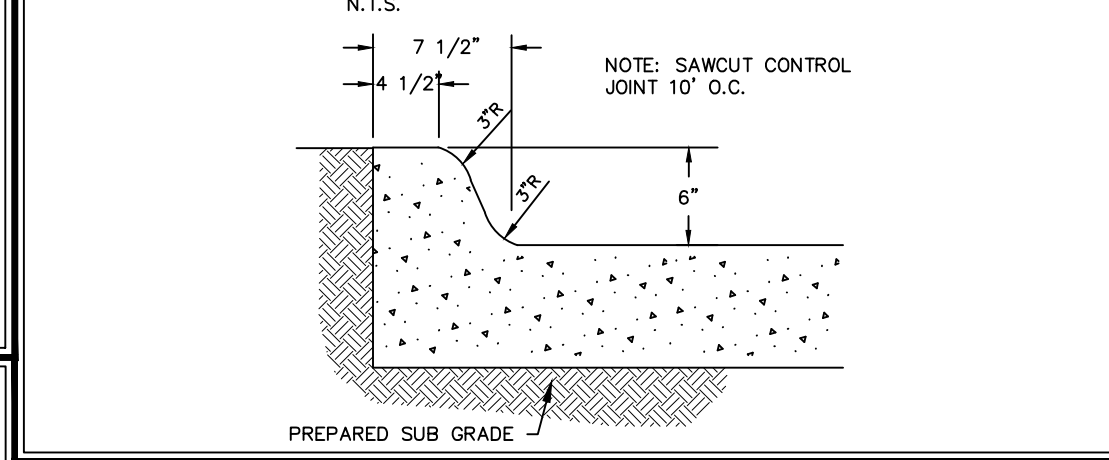
**TYPICAL DRIVE/PARKING SECTION**



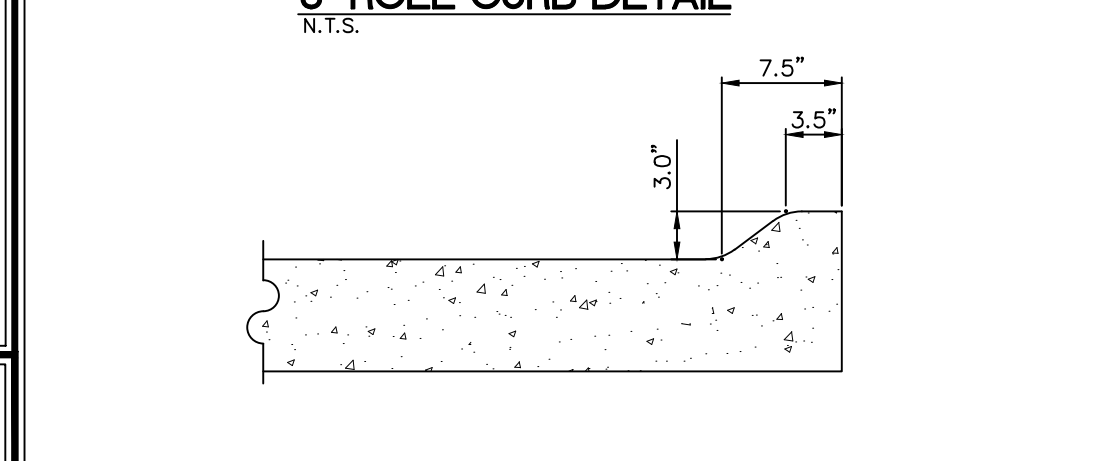
**CURB DROP FOR SIDEWALK**



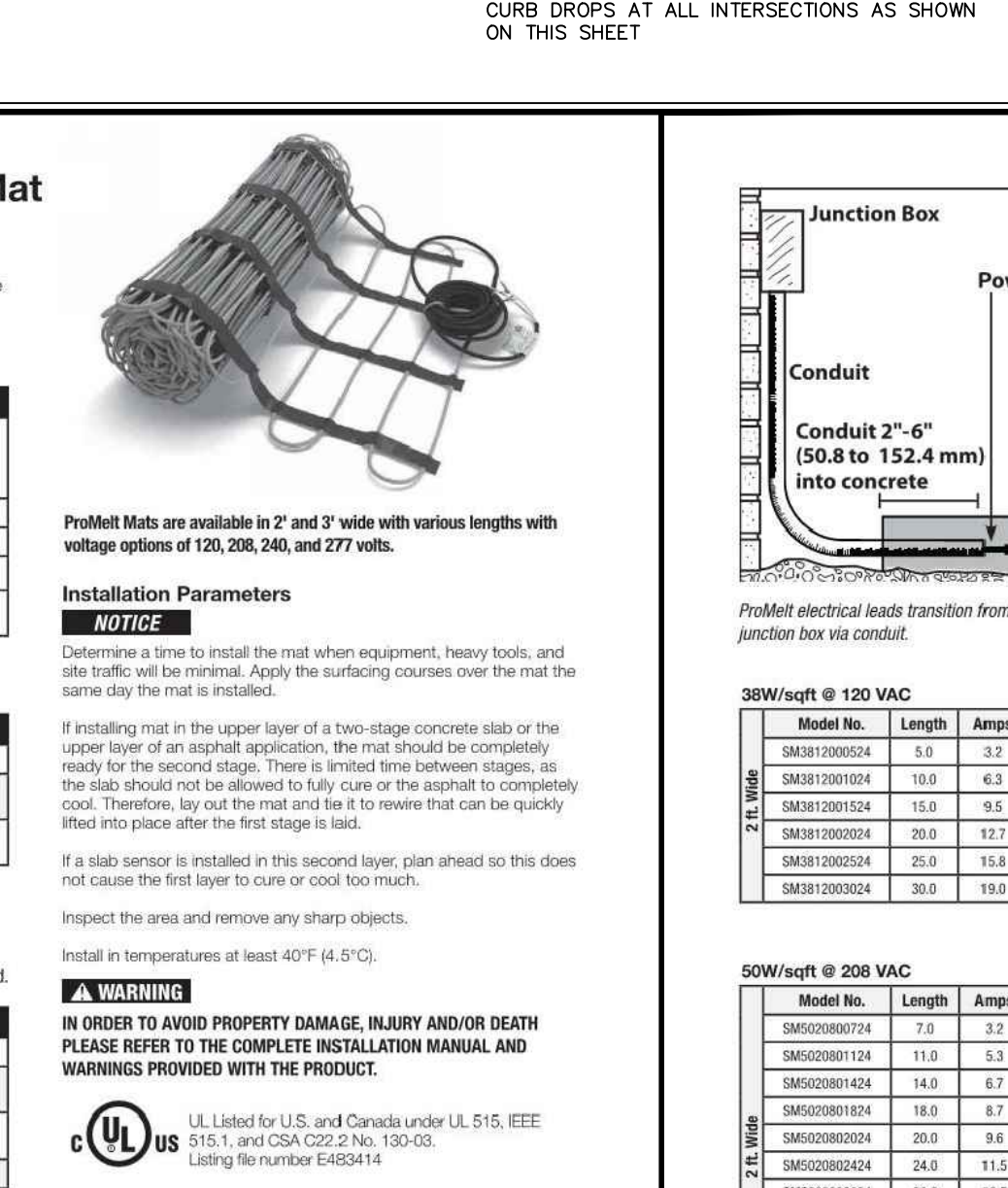
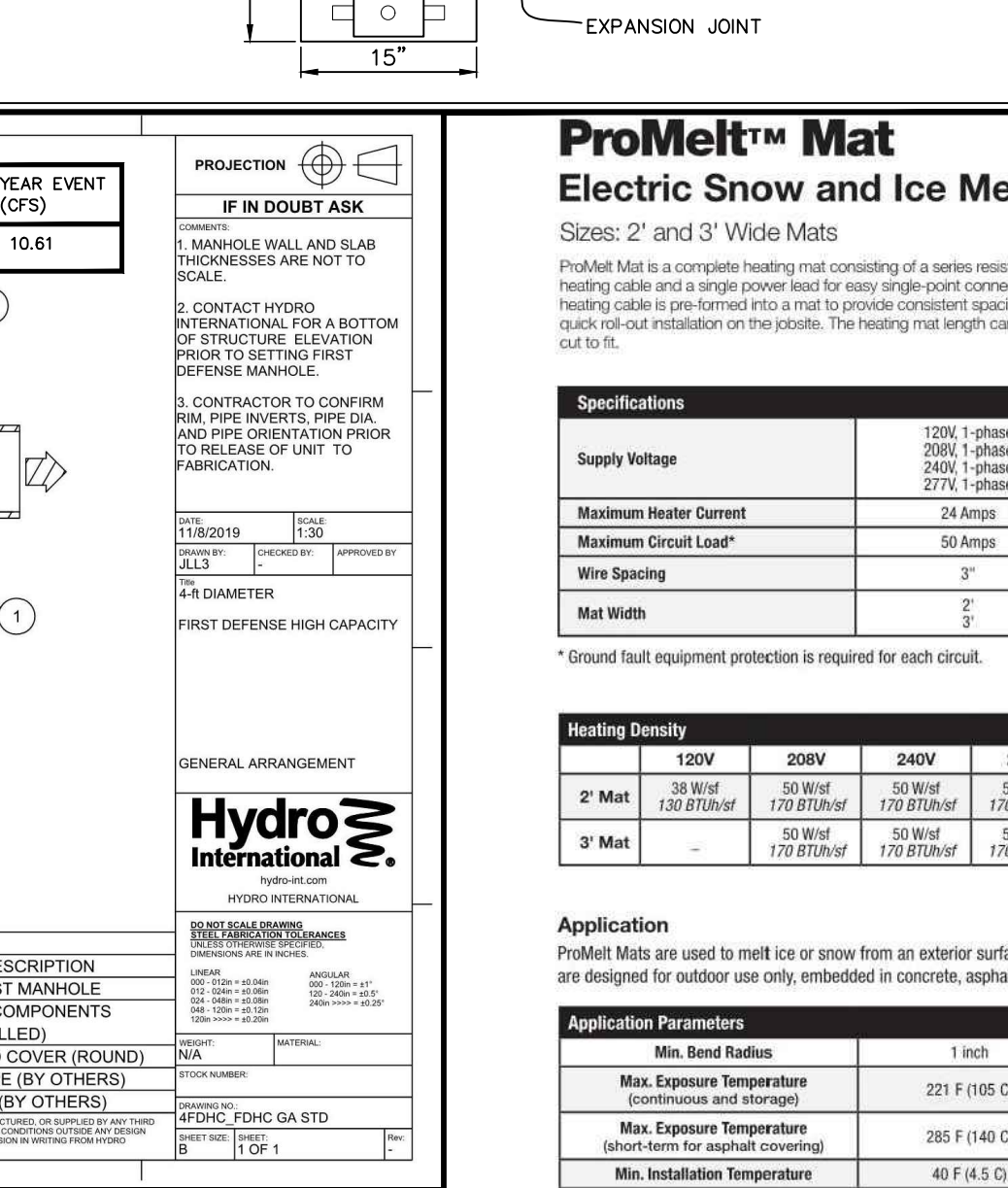
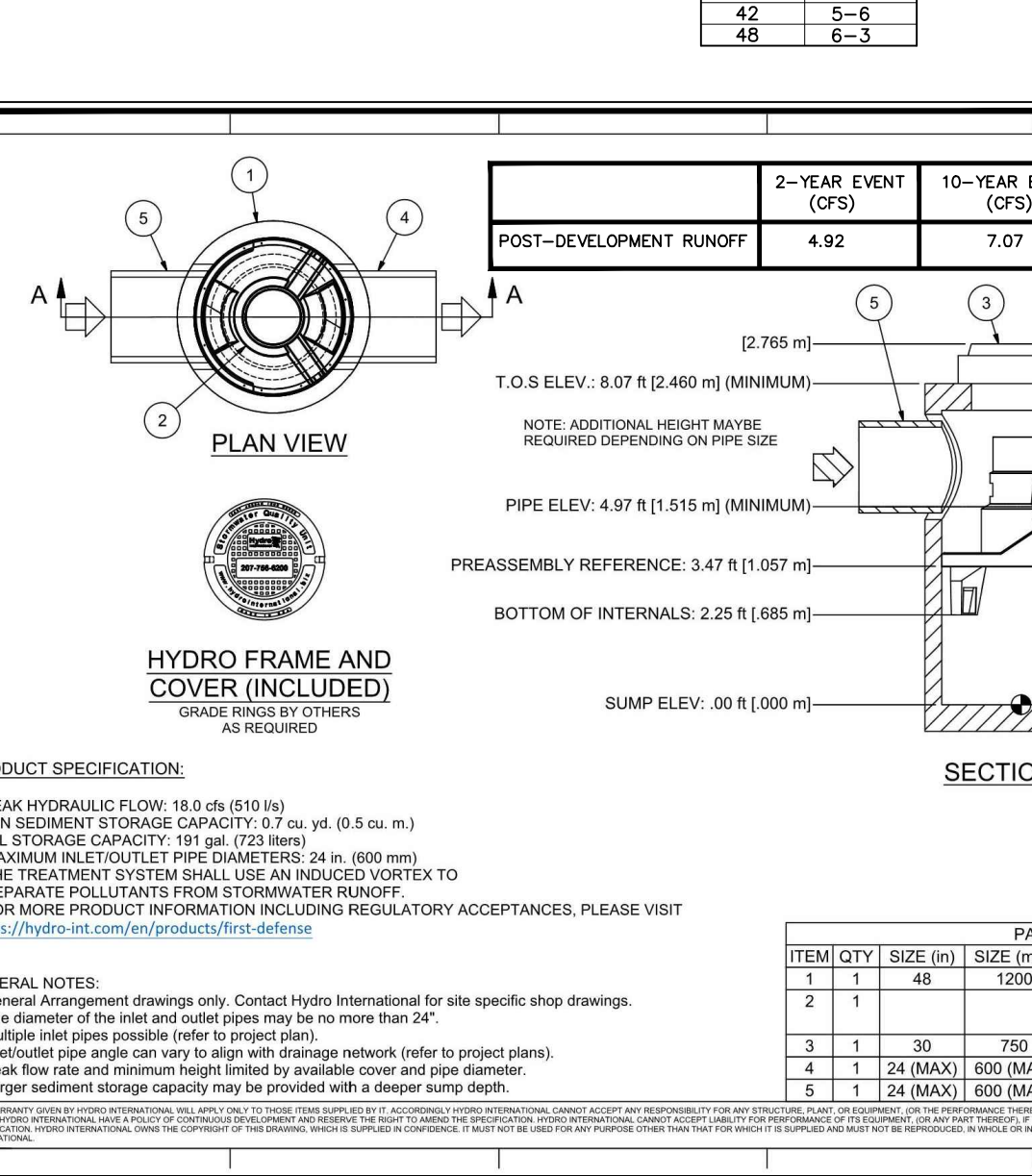
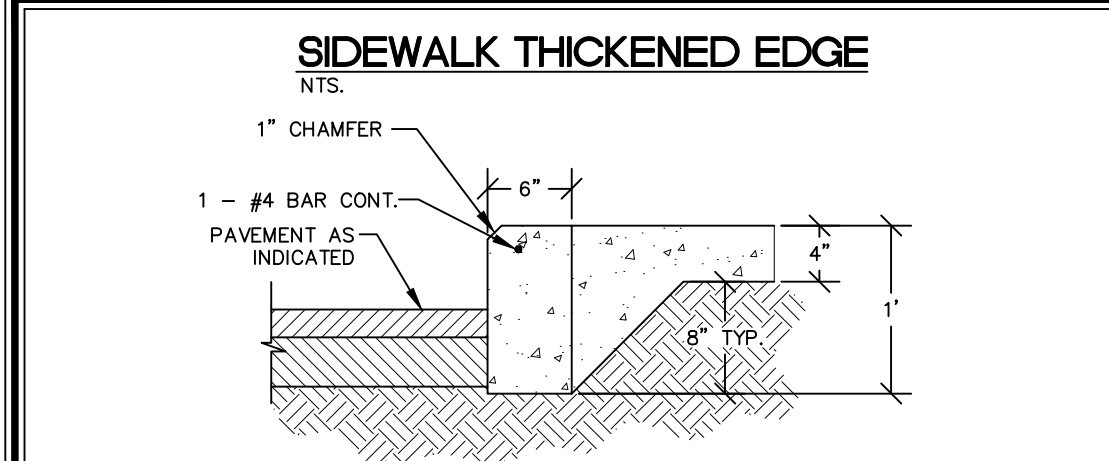
**6" STANDARD CURB DETAIL**



**3" ROLL CURB DETAIL**



**SIDEWALK THICKENED EDGE**



Model No.	Length	Amps	Ohms
SM502700024	5.0	3.2	42-53
SM502700024	10.0	6.3	20-25
SM502700024	15.0	9.5	13-17
SM502700024	20.0	12.7	7-10
SM502700024	25.0	15.8	6-8
SM502700024	30.0	19.0	4-6



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ENVIRONMENTAL SPECIALISTS

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IOWA CITY, IOWA 52240  
(319) 351-8282  
www.mmsconsultants.net

Date	Revision
09/21/20	PER CITY COMMENTS - NPB
10/16/20	PER CITY COMMENTS - NPB
10/20/20	PER CITY COMMENTS - NPB
10/27/20	PER CITY COMMENTS - NPB

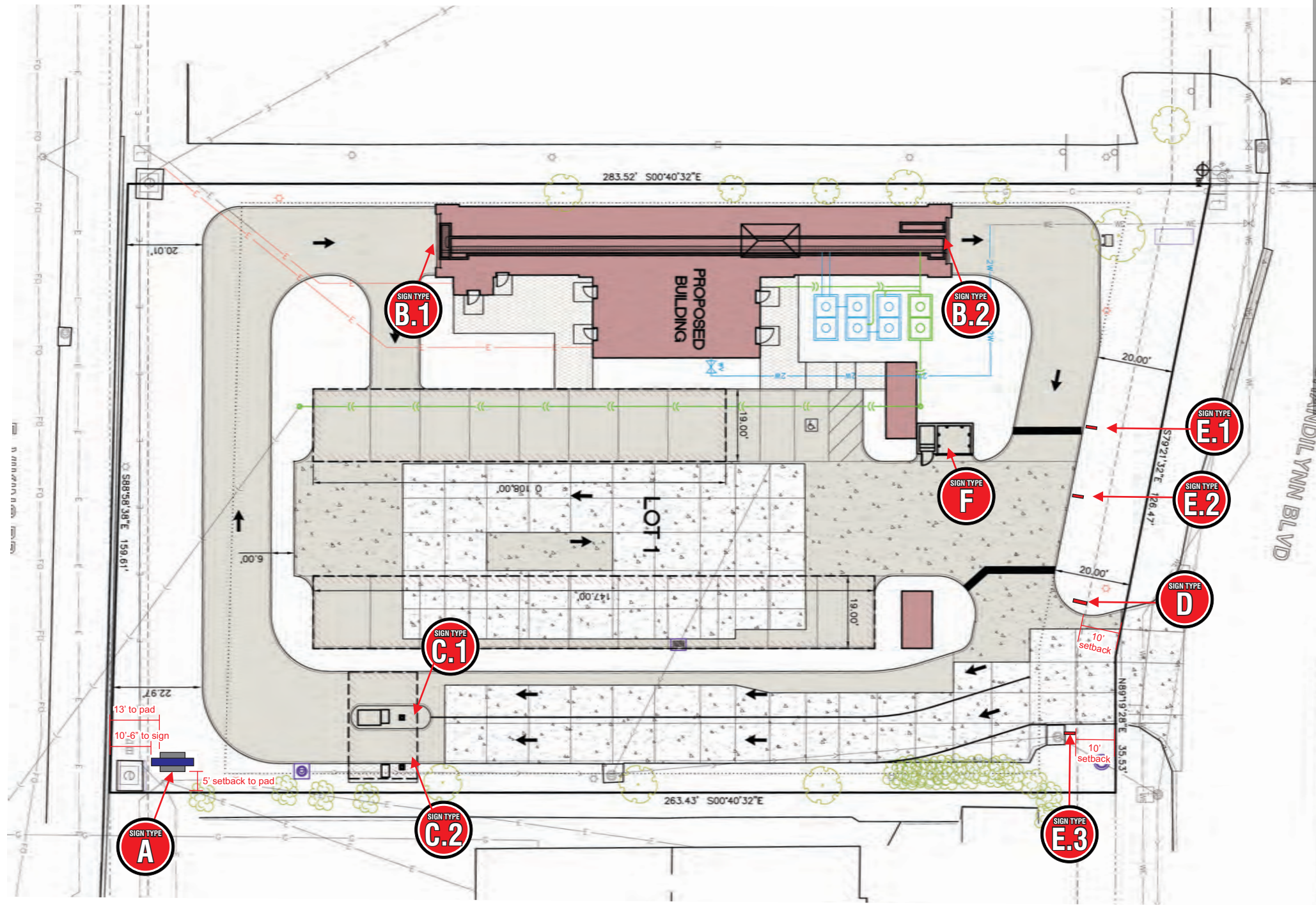
**GENERAL NOTES & DETAILS**

GENCON ADDITION, LOT 1  
TIDAL WAVE  
AUTO SPA  
CEDAR FALLS  
BLACK HAWK COUNTY  
IOWA

MMS CONSULTANTS, INC.  
Date: 08/14/20  
Designed by: NPB Field Book No:  
Drawn by: NPB Scale: NTS  
Checked by: KJB Sheet No:  
Project No: 10927-002  
IOWA CITY  
of 443

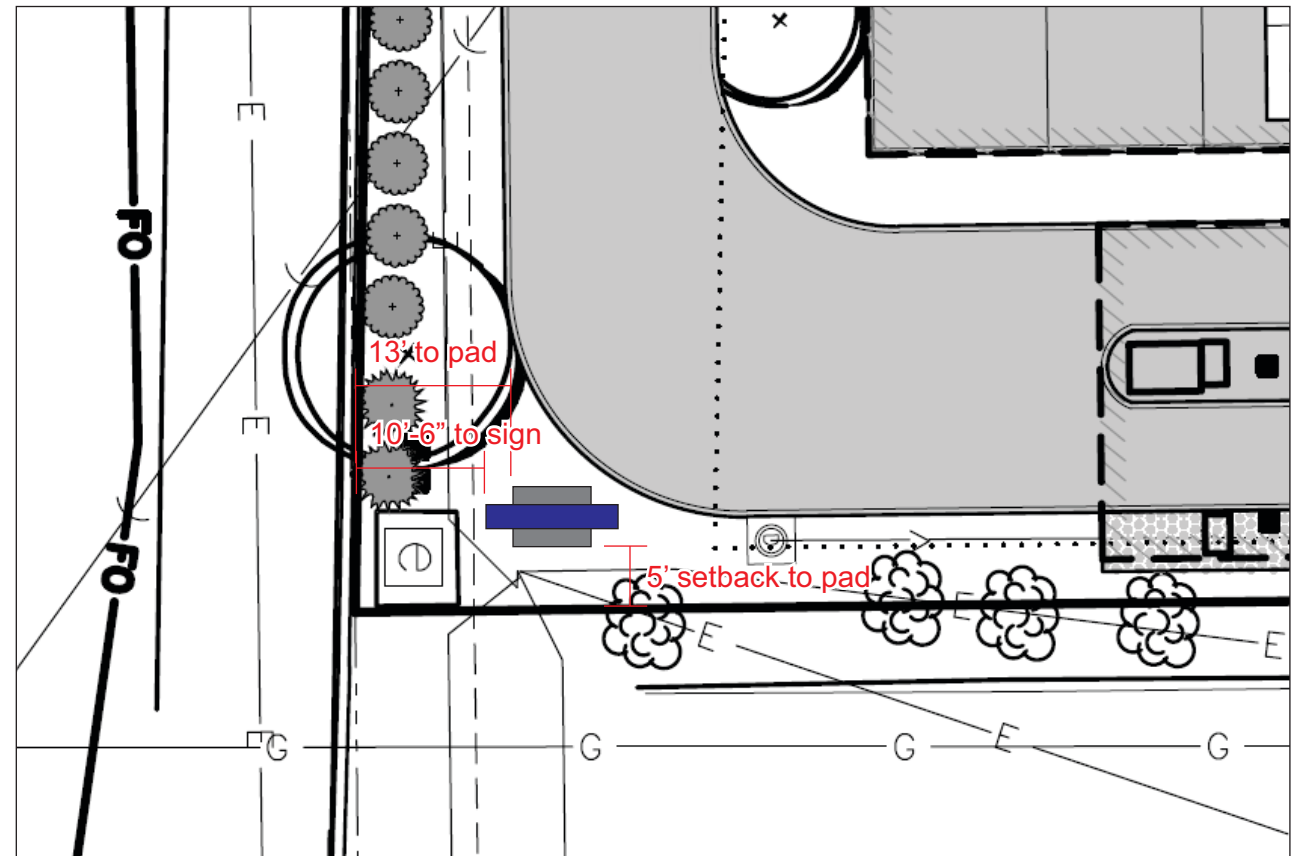
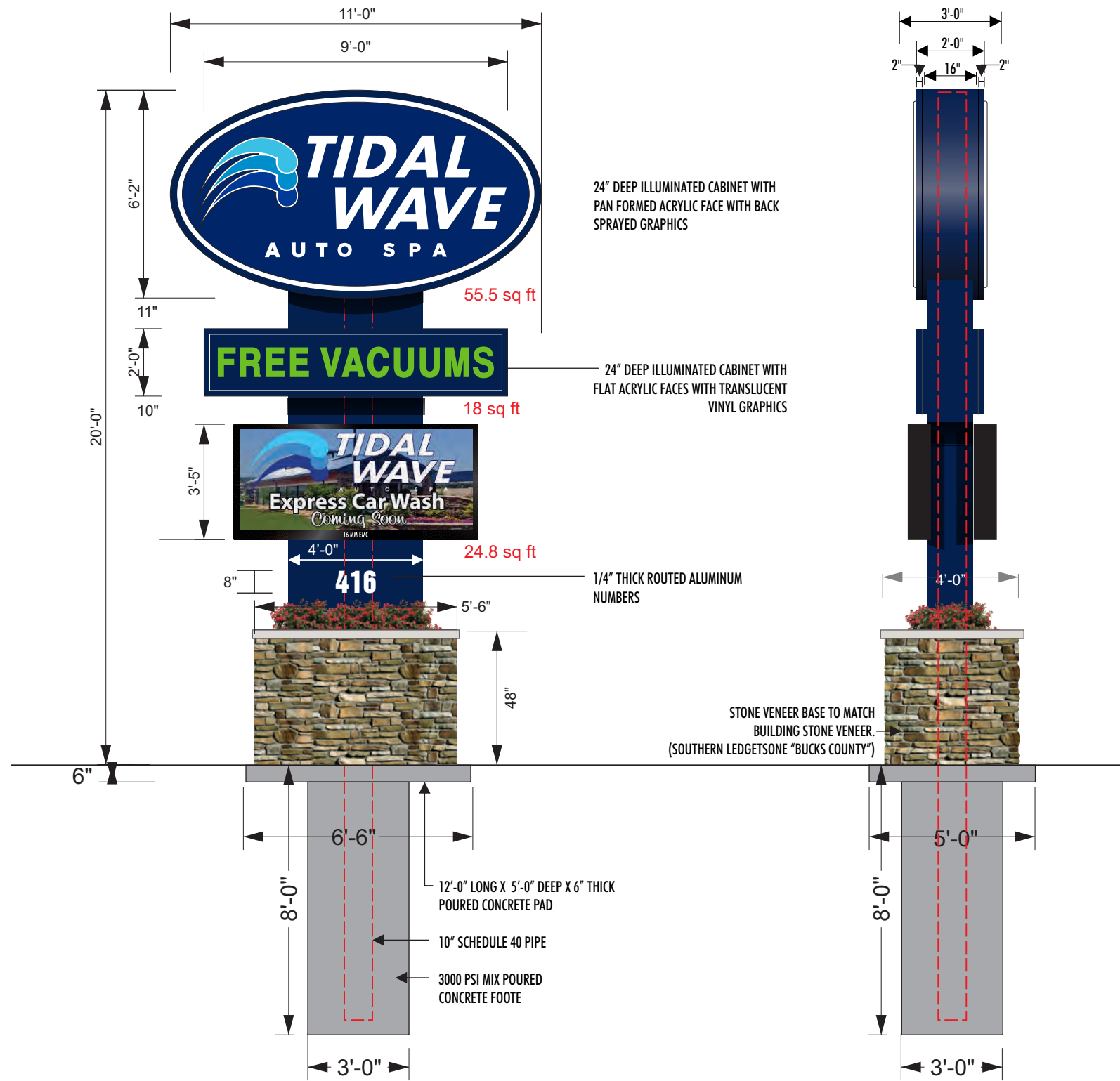
- SHEET INDEX
- SITE LAYOUT AND DIMENSION PLAN
  - SITE LAYOUT AND UTILITY PLAN
  - SITE DEMOLITION PLAN
  - EROSION CONTROL PLAN
  - GRADING PLAN
  - LANDSCAPE PLAN
  - GENERAL NOTES & DETAILS





- SIGN TYPE A** MONUMENT SIGN
- SIGN TYPE B** CHANNEL LETTERS
- SIGN TYPE C** CAR WASH MENUS
- SIGN TYPE D** ENTRANCE SIGN
- SIGN TYPE E** DIRECTIONAL SIGNS
- SIGN TYPE F** DUMPSTER DOOR PANELS

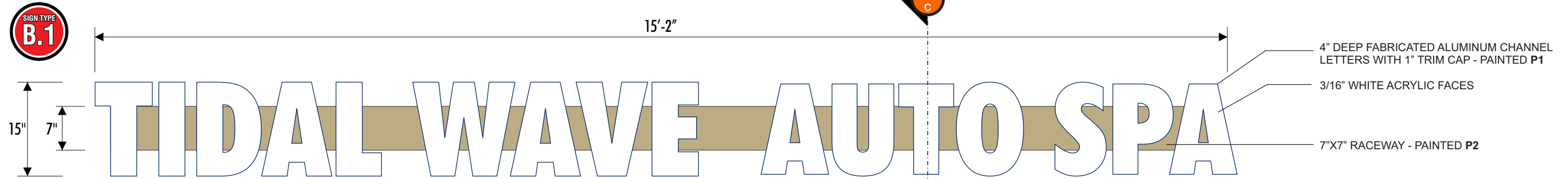
**SIGN TYPE A: MONUMENT SIGN**  
**DOUBLE FACED**  
**QTY: 1 - 98.3 SQ. FT.**



SCALE: 1/16" = 1'-0"

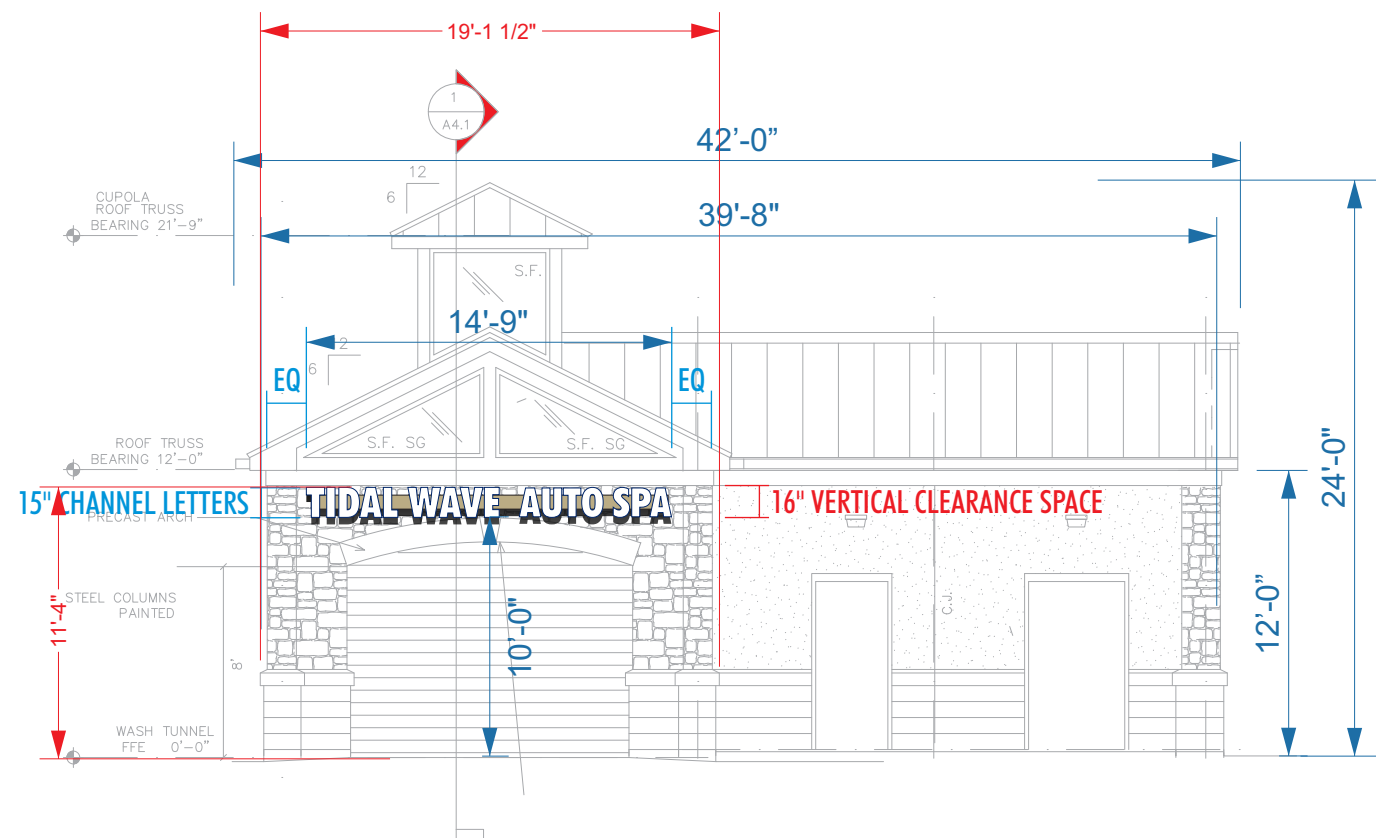


SIGN TYPE B: FACE-LIT CHANNEL LETTERS  
 QTY: 1 SET FOR TUNNEL ENTRANCE- **19.01 SQ. FT.**

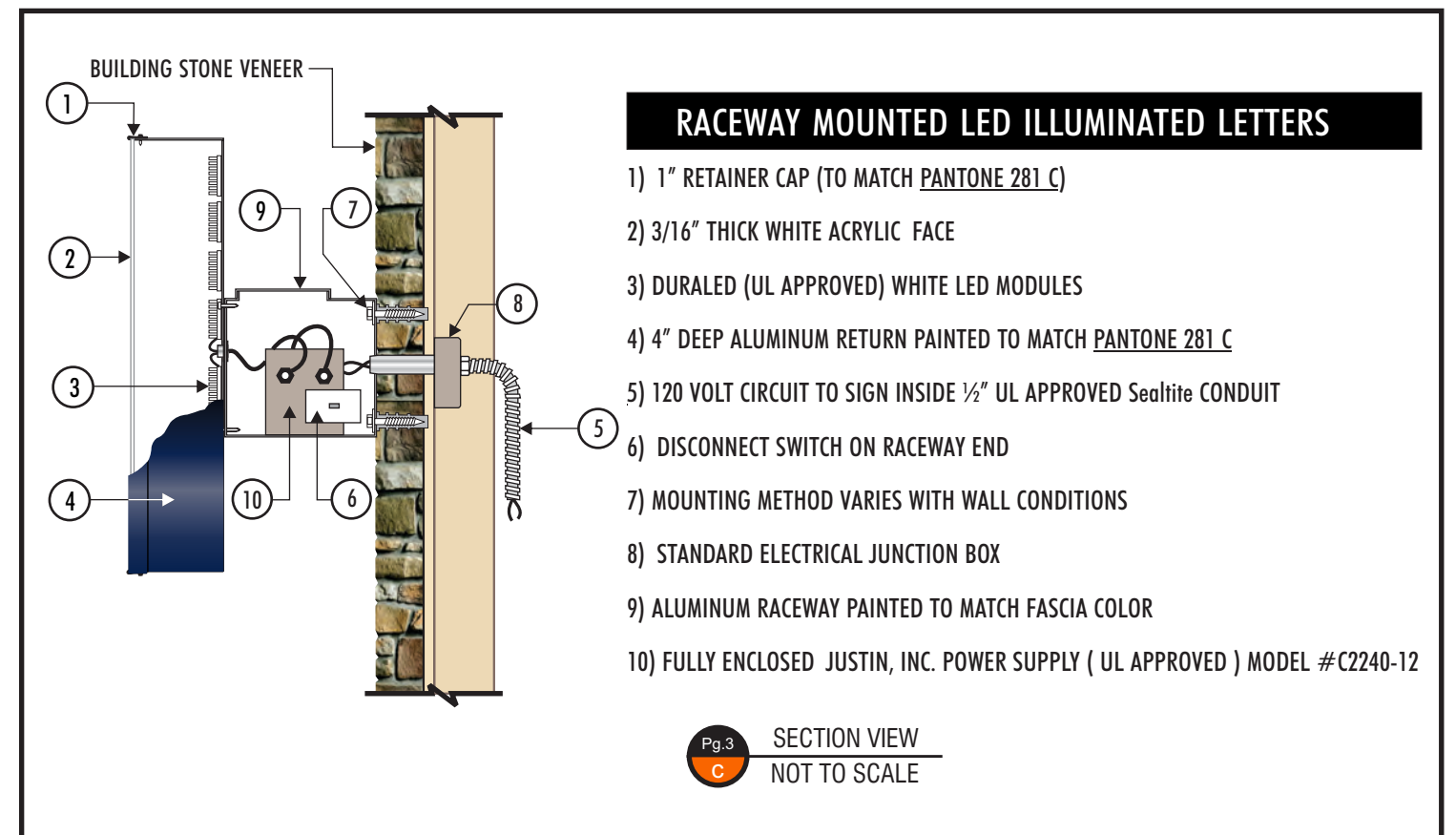


WALL AREA 216.75 SQ. FT  
 20% ALLOWED FOR SIGNAGE= 43.35 SQ. FT.

Pg.3  
 a FRONT VIEW  
 Scale: 3/4" = 1'



- P1** PAINT - MATCH PANTONE 281 C (GLOSS FINISH)
- P2** PAINT - MATCH BUILDING FACADE (GLOSS FINISH)



**RACEWAY MOUNTED LED ILLUMINATED LETTERS**

- 1) 1" RETAINER CAP (TO MATCH PANTONE 281 C)
- 2) 3/16" THICK WHITE ACRYLIC FACE
- 3) DURALED (UL APPROVED) WHITE LED MODULES
- 4) 4" DEEP ALUMINUM RETURN PAINTED TO MATCH PANTONE 281 C
- 5) 120 VOLT CIRCUIT TO SIGN INSIDE 1/2" UL APPROVED Sealite CONDUIT
- 6) DISCONNECT SWITCH ON RACEWAY END
- 7) MOUNTING METHOD VARIES WITH WALL CONDITIONS
- 8) STANDARD ELECTRICAL JUNCTION BOX
- 9) ALUMINUM RACEWAY PAINTED TO MATCH FASCIA COLOR
- 10) FULLY ENCLOSED JUSTIN, INC. POWER SUPPLY ( UL APPROVED ) MODEL #C2240-12

Pg.3  
 C SECTION VIEW  
 NOT TO SCALE

**CHANNEL LETTERS (WHITE ILLUMINATION) WET LOCATION**

LED's  
 JTSLSO65W-0.5 WHITE LED  
 POWER SUPPLY  
 BL-120-12-60 POWER SUPPLY

CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.

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 LAKE CITY, GA 30260  
 404-361-3800  
 FAX 404-361-7038  
 WWW.CLAYTONSIGNS.COM

DATE - 10.5.20  
 SIGN TYPE  
 EXTERIOR SIGN PACKAGE

CLIENT  
 TIDAL WAVE  
 416 Brandilynn Blvd  
 Cedar Falls, IA 50613

REVISIONS:  
 REVISION # - DATE

DESIGNER Ryan Mc  
 ACCOUNT REP. NAME  
 Todd Willis

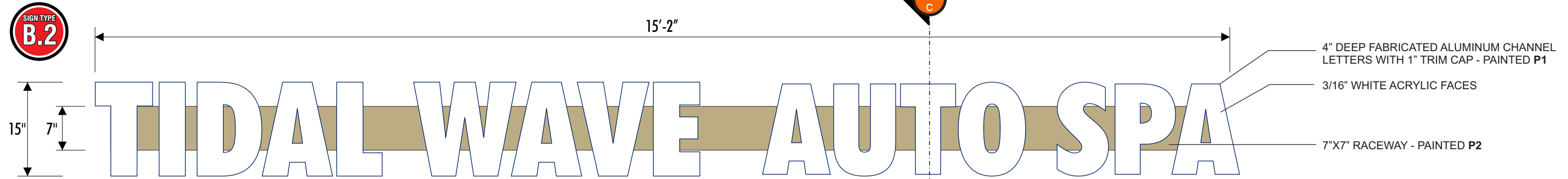
SCALE: AS INDICATED  
 DRAWING FILE NAME  
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 TIDAL WAVE CEDAR FALLS IA SIGN PACKAGE -  
 10.5.20 .CDR

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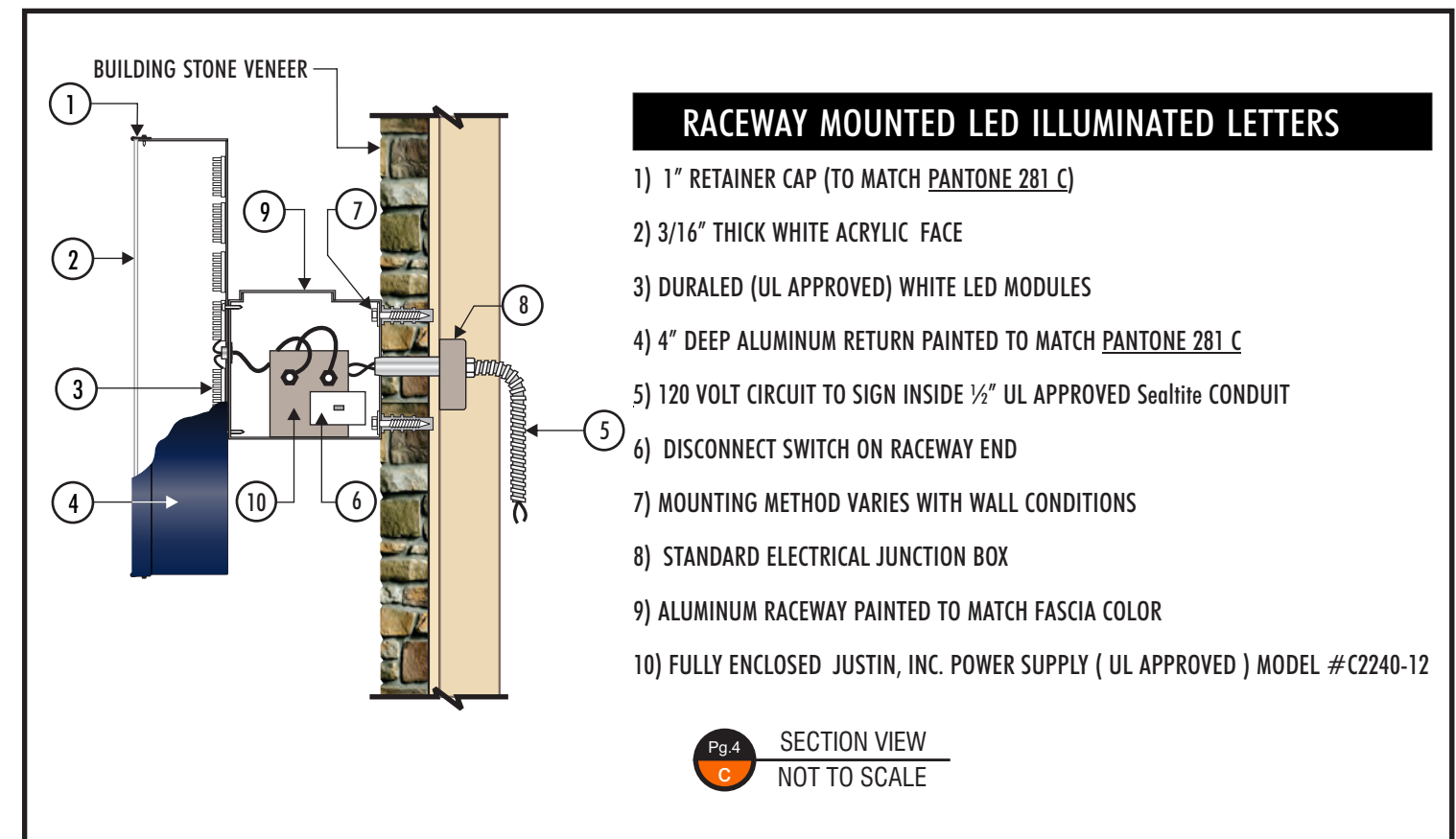
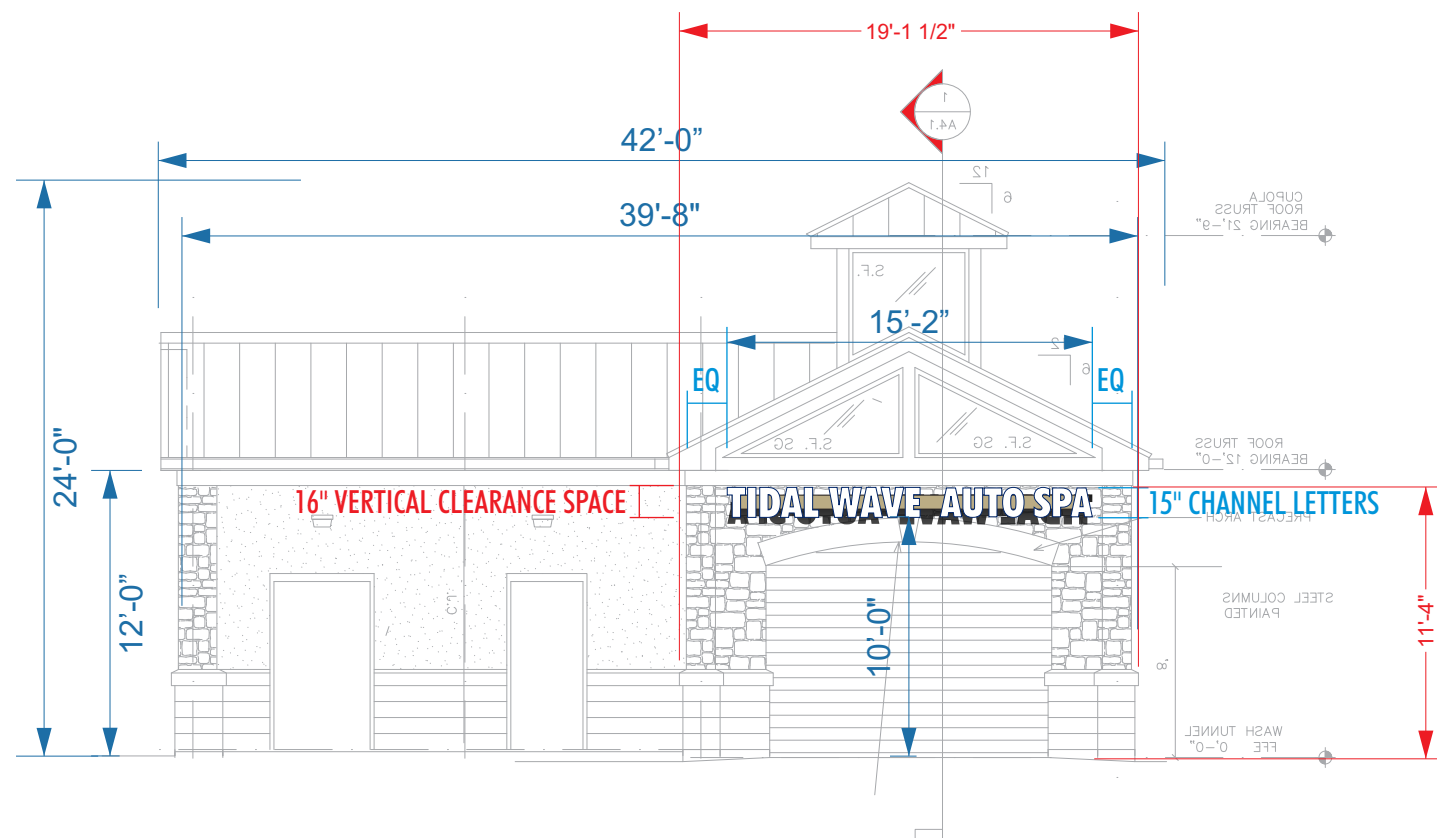


SIGN TYPE B: FACE-LIT CHANNEL LETTERS  
 QTY: 1 SET FOR TUNNEL EXIT- **19.01 SQ. FT.**



WALL AREA 216.75 SQ. FT  
 20% ALLOWED FOR SIGNAGE= 43.35 SQ. FT.

Pg.4  
 a FRONT VIEW  
 Scale: 3/4" = 1'



**RACEWAY MOUNTED LED ILLUMINATED LETTERS**

- 1) 1" RETAINER CAP (TO MATCH PANTONE 281 C)
- 2) 3/16" THICK WHITE ACRYLIC FACE
- 3) DURALED (UL APPROVED) WHITE LED MODULES
- 4) 4" DEEP ALUMINUM RETURN PAINTED TO MATCH PANTONE 281 C
- 5) 120 VOLT CIRCUIT TO SIGN INSIDE 1/2" UL APPROVED Sealtite CONDUIT
- 6) DISCONNECT SWITCH ON RACEWAY END
- 7) MOUNTING METHOD VARIES WITH WALL CONDITIONS
- 8) STANDARD ELECTRICAL JUNCTION BOX
- 9) ALUMINUM RACEWAY PAINTED TO MATCH FASCIA COLOR
- 10) FULLY ENCLOSED JUSTIN, INC. POWER SUPPLY ( UL APPROVED ) MODEL #C2240-12

Pg.4  
 C SECTION VIEW  
 NOT TO SCALE

- P1 PAINT - MATCH PANTONE 281 C (GLOSS FINISH)
- P2 PAINT - MATCH BUILDING FACADE (GLOSS FINISH)

**CHANNEL LETTERS (WHITE ILLUMINATION) WET LOCATION**

LED's  
 JTSLSO65W-0.5 WHITE LED  
 POWER SUPPLY  
 BL-120-12-60 POWER SUPPLY

CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.

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 SIGN TYPE  
 EXTERIOR SIGN PACKAGE

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 TIDAL WAVE  
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 Cedar Falls, IA 50613

REVISIONS:  
 REVISION # - DATE

DESIGNER Ryan Mc  
 ACCOUNT REP. NAME  
 Todd Willis

SCALE: AS INDICATED  
 DRAWING FILE NAME  
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 TIDAL WAVE CEDAR FALLS IA SIGN PACKAGE -  
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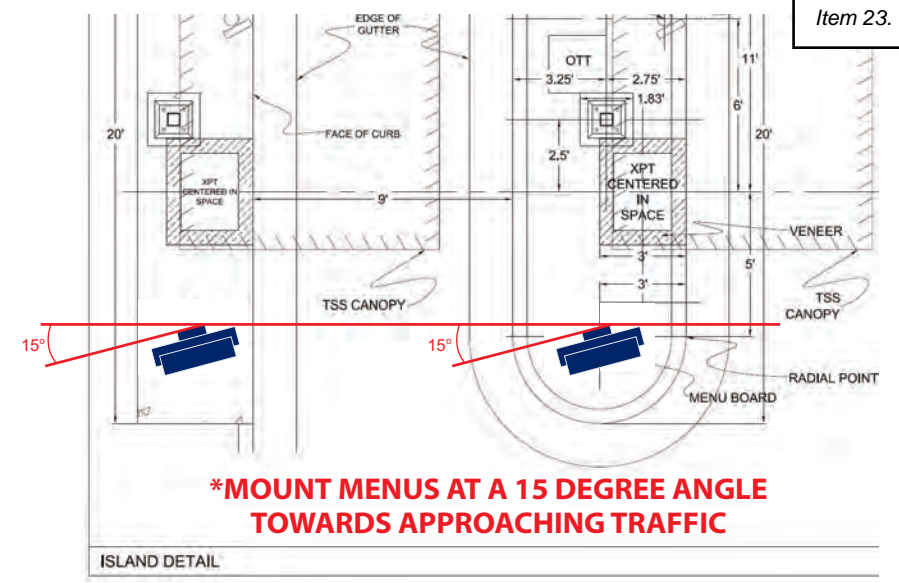
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**SIGN TYPE C: MENUS**  
**SINGLE-SIDED, INTERNALLY ILLUMINATED**  
**QTY: 2**



**\*MOUNT MENUS AT A 15 DEGREE ANGLE TOWARDS APPROACHING TRAFFIC**



**P1 PAINT - MATCH PANTONE 281C**

- D1 DIGITALLY PRINTED TRANSLUCENT VINYL**
- MATCH PANTONE 281C**
- MATCH PANTONE 2985C**
- MATCH PANTONE PROCESS BLUE**
- MATCH PANTONE 368C**

DOUBLE FACED CABINET		WET LOCATION	
	LEDs GEWHDSR6-71K-DOUBLE SIDED		CONNECT THE AC LINE TO THE BLACK (LINE) AND WHITE (NEUTRAL) INPUT WIRES OF THE POWER SUPPLY USING 18-14 AWG TWIST ON WIRE CONNECTORS. GROUND POWER SUPPLY GREEN WIRE TO GROUNDING SCREW. REPLACE JUNCTION BOX COVER.
	POWER SUPPLY GEPS24-24V POWER SUPPLY		

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**V7 OPAQUE VINYL - MATCH PANTONE 281 C**

**Pg.5 a** FRONT ELEVATION  
 Scale: 3/4" = 1'

**Pg.5 b** SIDE PROFILE  
 Scale: 3/4" = 1'

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 Cedar Falls, IA 50613

REVISIONS:  
 REVISION # - DATE

DESIGNER Ryan Mc  
 ACCOUNT REP. NAME  
 Todd Willis

SCALE: AS INDICATED  
 DRAWING FILE NAME  
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DRAWING STATUS: **NF**  
 NOT FINAL

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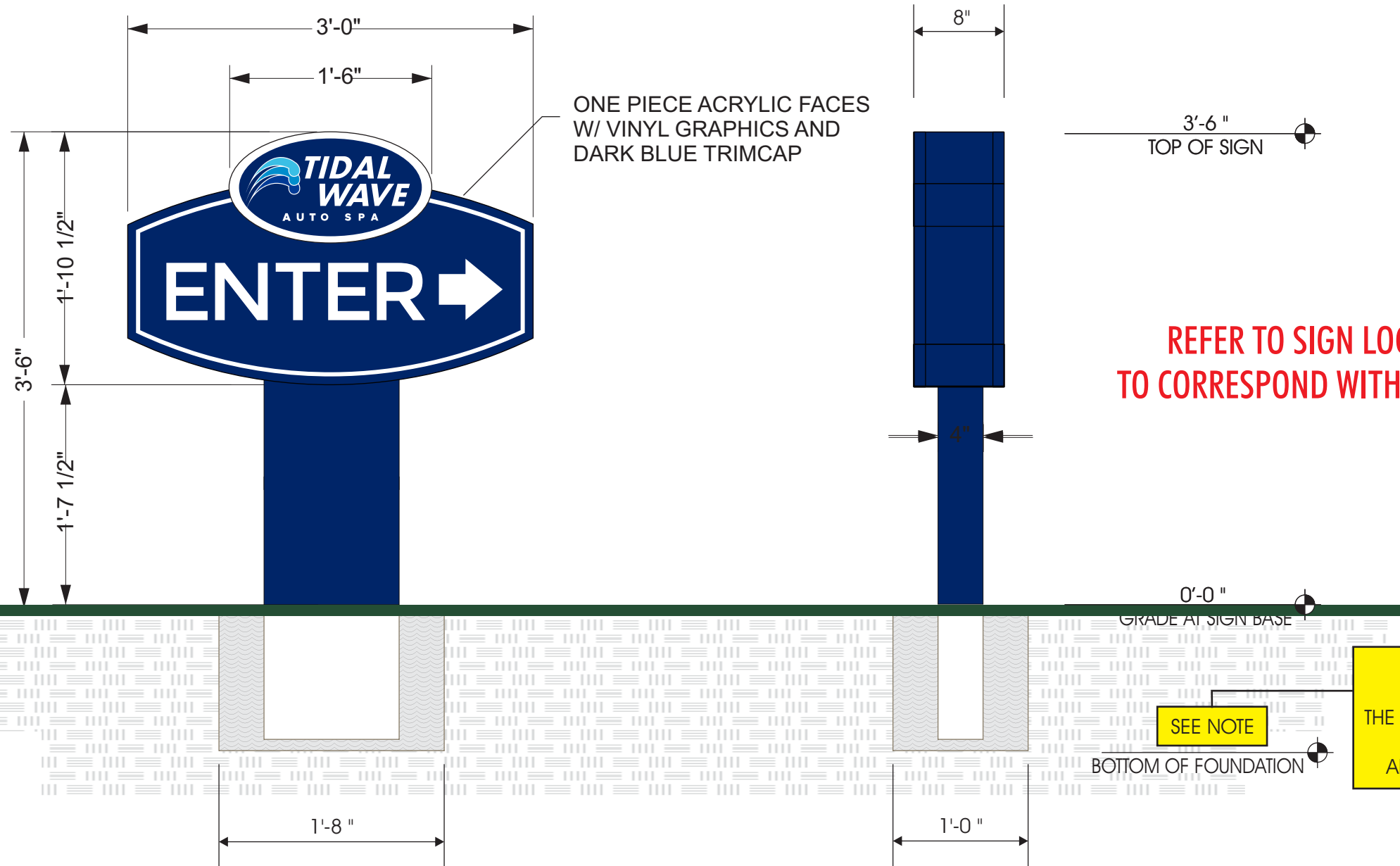
SIGN TYPE D: DOUBLE FACED ILLUMINATED ENTRANCE SIGN

QTY: 1



SPECIFICATIONS

CABINET  
 ALUMINUM CONSTRUCTION CABINET  
 .090 ALUMINUM CLADDING,  
 RETAINERS AND FILLER.  
 GRAPHICS  
 ACRYLIC FACES DECORATED  
 WITH TRANSLUCENT VINYL  
 FILM ON SURFACE OF ACRYLIC. FACES  
 ARE BACKLIT BY HIGH OUTPUT LEDs  
 .STEEL POLE  
 4" x 12" STEEL POLE



REFER TO SIGN LOCATION SITE MAP (PAGE 1)  
 TO CORRESPOND WITH COLORED CIRCLE INDICATORS

IN LOCATIONS NORTH OF  
 TENN. & N. CAROLINA  
 THE FOOTINGS MUST BE 3'-0" DEEP  
 DUE TO THE FROST LINE  
 ALL OTHERS TO BE 2'- 0" DEEP

PAINT COLOR FOR SIGN CABINET

 TO MATCH PANTONE 281 C. GLOSS FINISH



SIGN TYPE E: DIRECTIONAL POST & PANEL SIGNS  
QTY 3

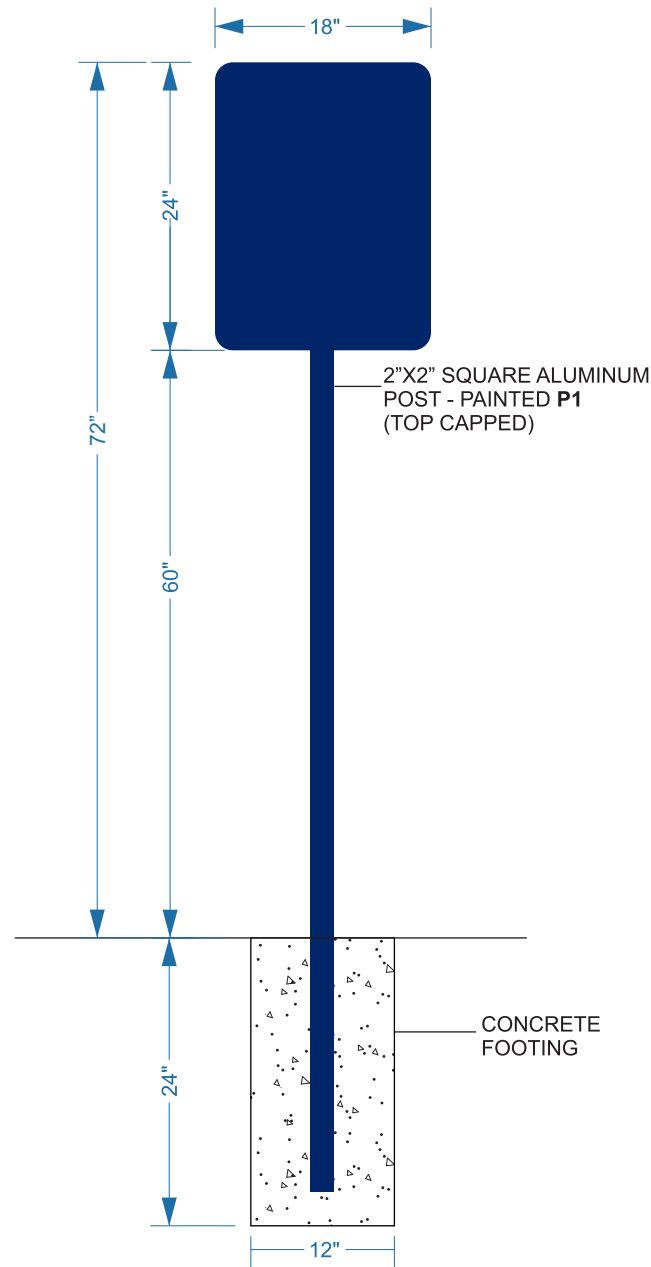


.080" ALUMINUM  
SIGN PANEL PAINTED P1

CONTOUR-CUT VINYL (V1)

THIS COPY FOR REFERENCE  
ONLY. SEE MESSAGE SCHEDULE  
FOR ACTUAL LAYOUTS

Pg.7  
a FRONT VIEW  
Scale: 1 1/2" = 1'



2"X2" SQUARE ALUMINUM  
POST - PAINTED P1  
(TOP CAPPED)

CONCRETE  
FOOTING

Pg.7  
b MOUNTING DETAIL  
Scale: 3/4" = 1'

SIGN TYPE E: DIRECTIONAL POST & PANEL SIGNS  
MESSAGE SCHEDULE

Item 23.



SIGN #1 S/F



SIGN #2 S/F



SIGN #3 S/F

P1 PAINT - MATCH PANTONE 281C

V1 VINYL - AVERY 700-101-0 WHITE



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TIDAL WAVE  
416 Brandilynn Blvd  
Cedar Falls, IA 50613

REVISIONS:  
REVISION # - DATE

DESIGNER Ryan Mc  
ACCOUNT REP. NAME  
Todd Willis

SCALE: AS INDICATED  
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EXHIBITED TO ANYONE OUTSIDE OF YOUR  
COMPANY IN WHOLE OR IN PART WITHOUT  
WRITTEN PERMISSION FROM THE OWNER OF  
CLAYTON SIGNS, INC. ANY SUCH ACTIONS MAY BE  
SUBJECT TO LEGAL ACTION IN A COURT OF LAW.

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PAGE  
7

450

SIGN TYPE F: PAINTED PANELS W/ GRAPHICS  
FOR DUMPSTER GATE  
QTY: 1

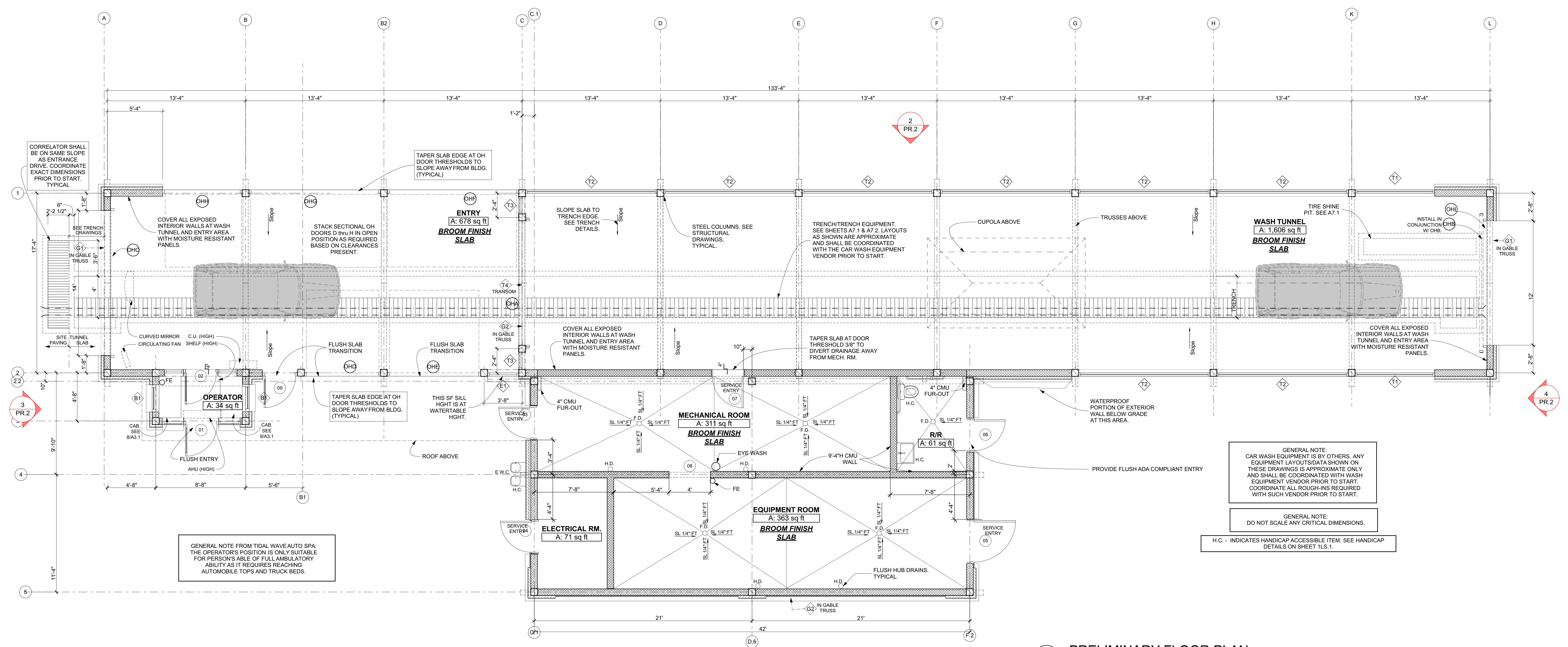
Item 23.



**VERIFY DUMPSTER DOOR FRAME  
DIMENSIONS WITH G.C. PRIOR  
TO PRODUCTION**







1 PRELIMINARY FLOOR PLAN  
SCALE: 1/4" = 1'-0"

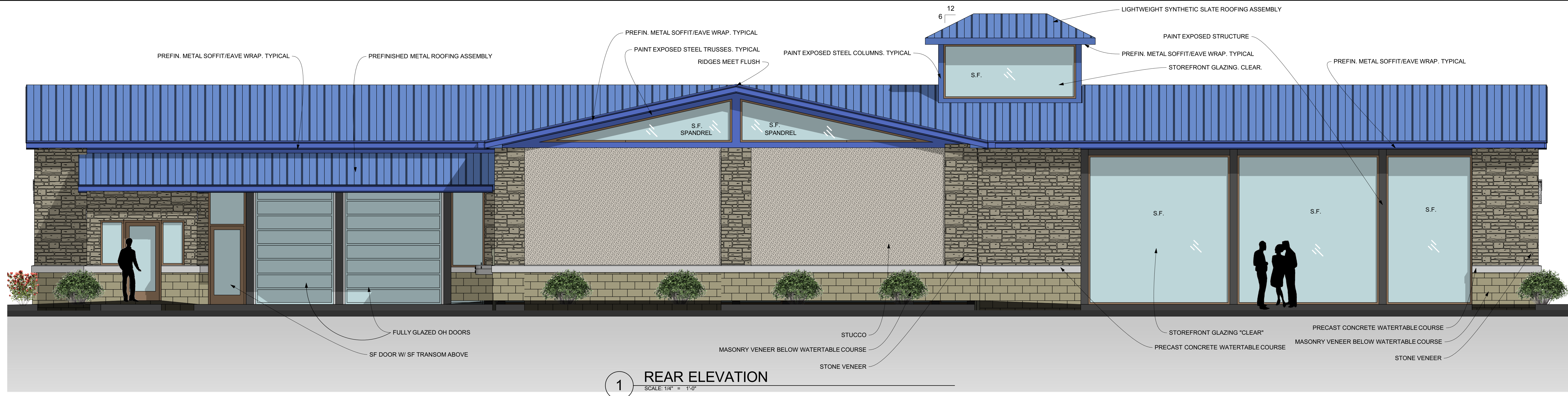
**TIDAL WAVE AUTO SPA - EXTERIOR FINISH SCHEDULE:**

 <p>GLAZING - CLEAR (PROVIDE SPANDREL GLAZING IN GLAZED GABLE TRUSSES LOCATED AT ENCLOSED ATTICS)</p>	 <p>PREFINISHED METAL ROOF COLOR - REGAL BLUE (PREFIN SOFFIT, FASCIA, FLASHING COLOR-MATCH ROOF COLOR)</p>	 <p>PRECAST WATERTABLE COURSE OLD CASTLE - WHITE</p>
 <p>STONE VENEER KENTUCKY LEDGESTONE  DO NOT PAINT BOTTOM SIDE OF ANY EXPOSED METAL ROOF PANEL</p>	 <p>STOREFRONT FRAME COLOR - BRONZE</p>	 <p>SPLIT FACE MASONRY OLD CASTLE -</p>
 <p>EXPOSED STRUCTURAL STEEL TRUSSES AND COLUMNS. PAINT - BLACK</p>	 <p>HM DOORS/FRAMES PAINT SW 2735 ROCKWEED</p>	

<p><b>M. TODD ALBRITTON</b> <b>ARCHITECT</b></p> <p>202 EAST MAIN STREET THOMASTON, GEORGIA 30286 PH 770-550-3275 mtoddalbrittonarchitect@gmail.com</p>		<p><b>NEW TIDAL WAVE</b> <b>AUTO SPA</b></p> <p>### ### ##### #####, #####</p> <p>OWNER: <b>TIDAL WAVE AUTO SPA</b> EAST THOMPSON STREET THOMASTON GEORGIA 30286</p>	
<p>THESE DESIGNS AND DRAWINGS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE COPIED OR REUSED IN ANY FORM WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THESE DRAWINGS SHALL BE USED ON THE ORIGINAL PROJECT LOCATION ONLY AND SHALL NOT BE REUSED AT OTHER LOCATIONS.</p>			
<p><b>TIDAL WAVE</b> A U T O S P A</p> 		<p>MARK DATE DESCRIPTION</p>	
		<p>SHEET TITLE PRELIMINARY</p>	
<p>PROJECT DATE: #####</p>		<p>PROJECT NUMBER: ##</p>	
<p>DRAWN BY: Name</p>		<p>PR.1</p>	

NOT RELEASED FOR CONSTRUCTION

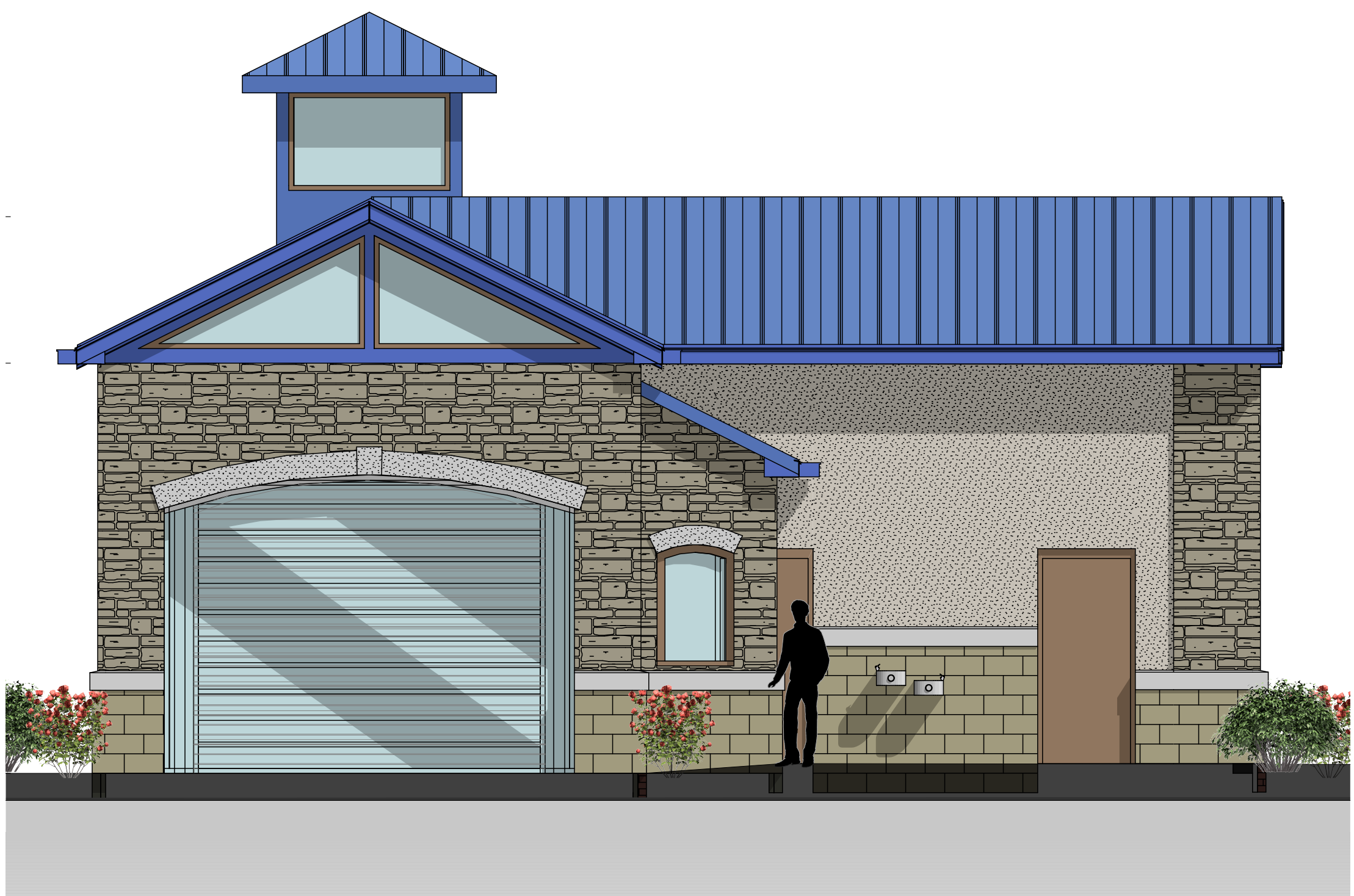




1 REAR ELEVATION  
SCALE: 1/4" = 1'-0"



2 FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



3 SIDE ELEVATION - ENTRY  
SCALE: 1/4" = 1'-0"



4 SIDE ELEVATION - EXIT  
SCALE: 1/4" = 1'-0"

**M. TODD ALBRITTON**  
**ARCHITECT**  
202 EAST MAIN STREET  
THOMASTON, GEORGIA  
30286  
PH 770-550-3275  
mtoddalbrittonarchitect@gmail.com

**NEW TIDAL WAVE**  
**AUTO SPA**

### ## #####  
#####, #####

OWNER:  
**TIDAL WAVE AUTO SPA**  
EAST THOMPSON STREET  
THOMASTON GEORGIA  
30286



NOT RELEASED FOR CONSTRUCTION

MARK	DATE	DESCRIPTION

SHEET TITLE  
**PRELIMINARY**

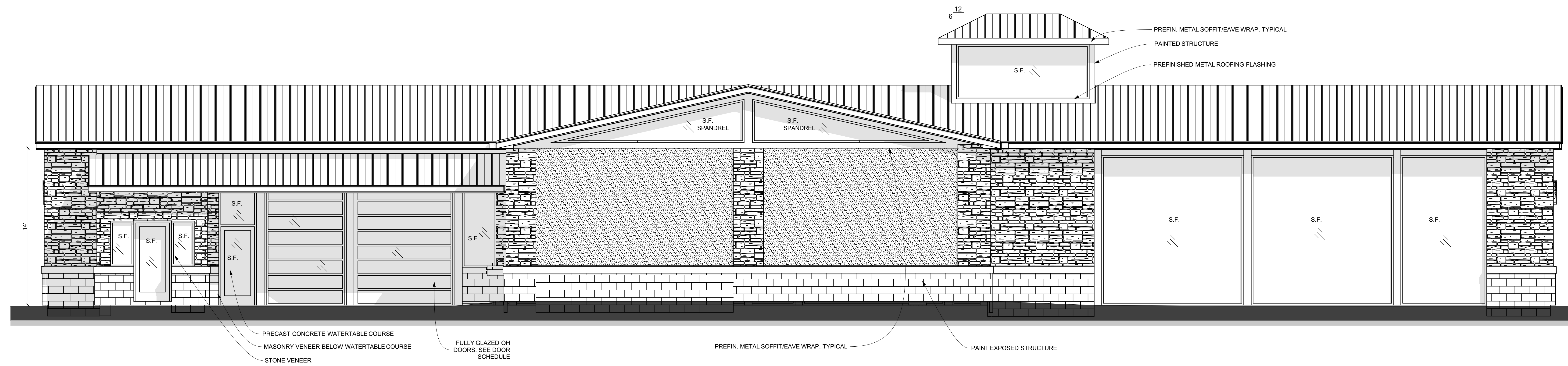
PROJECT DATE: #####

PROJECT NUMBER: ##

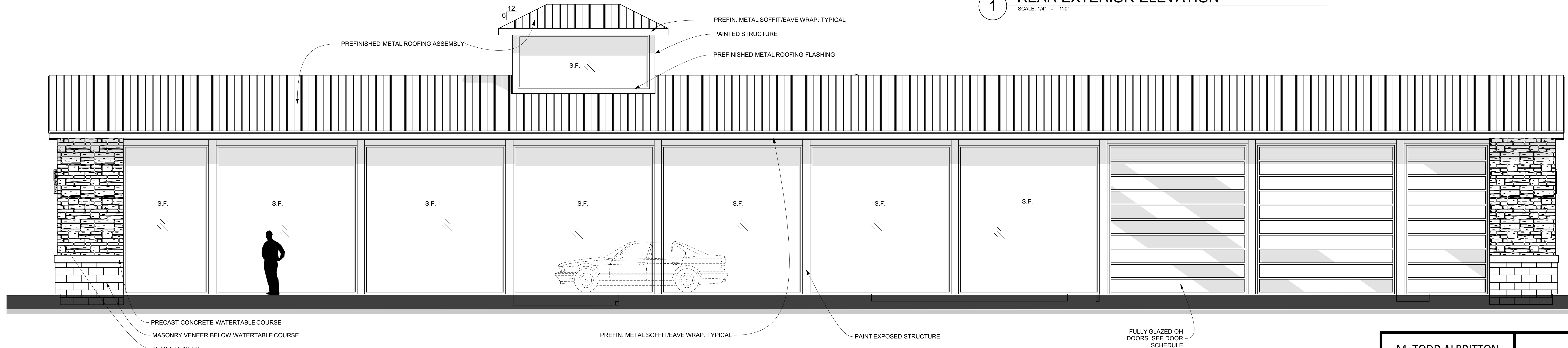
DRAWN BY: Name

**PR.2**

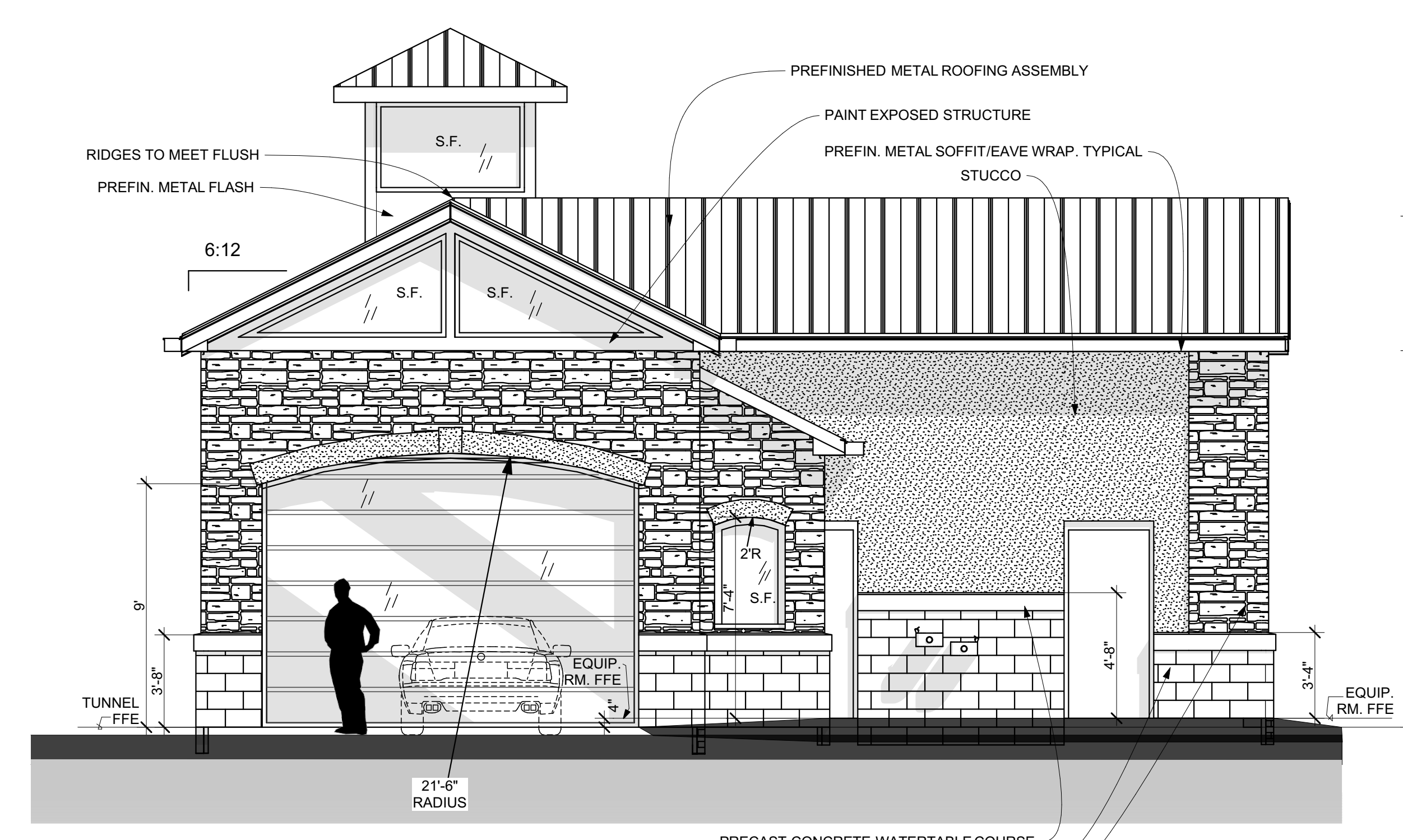




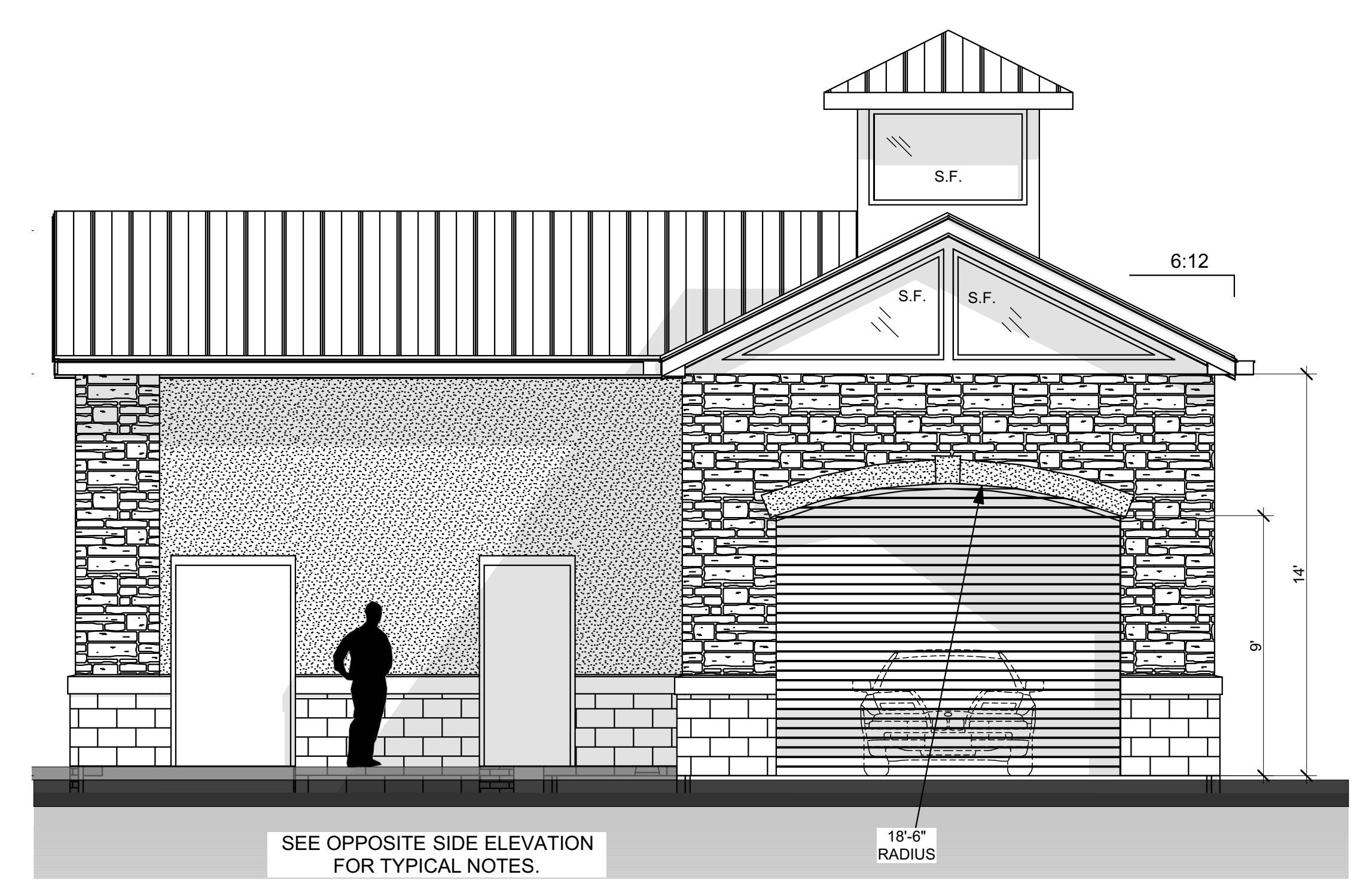
1 REAR EXTERIOR ELEVATION  
SCALE: 1/4" = 1'-0"



2 FRONT ELEVATION  
SCALE: 1/4" = 1'-0"



3 SIDE ELEVATION - ENTRY  
SCALE: 1/4" = 1'-0"



4 SIDE ELEVATION - EXIT  
SCALE: 1/4" = 1'-0"

**M. TODD ALBRITTON**  
**ARCHITECT**  
202 EAST MAIN STREET  
THOMASTON, GEORGIA  
30286  
PH 770-550-3275  
mtoddalbrittonarchitect@gmail.com

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**NEW TIDAL WAVE**  
**AUTO SPA**  
### ### #####  
#####, #####  
OWNER:  
**TIDAL WAVE AUTO SPA**  
EAST THOMPSON STREET  
THOMASTON GEORGIA  
30286

**TIDAL WAVE**  
A U T O S P A

MARK	DATE	DESCRIPTION

SHEET TITLE  
**PRELIMINARY**

PROJECT DATE: #####  
PROJECT NUMBER: ##  
DRAWN BY: Name

**PR.3**

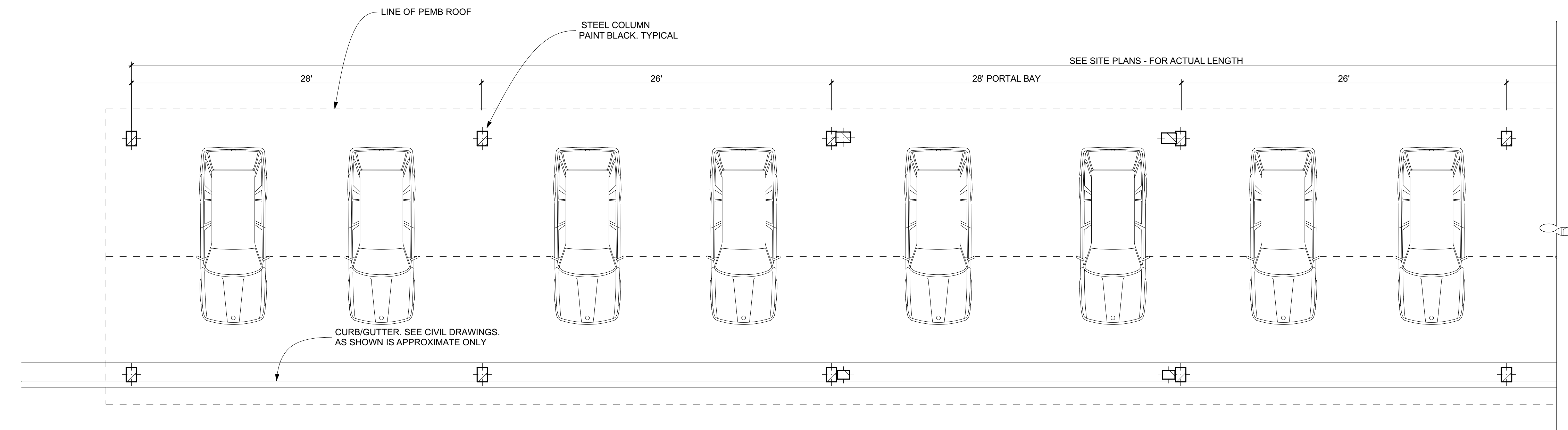
NOT RELEASED FOR CONSTRUCTION



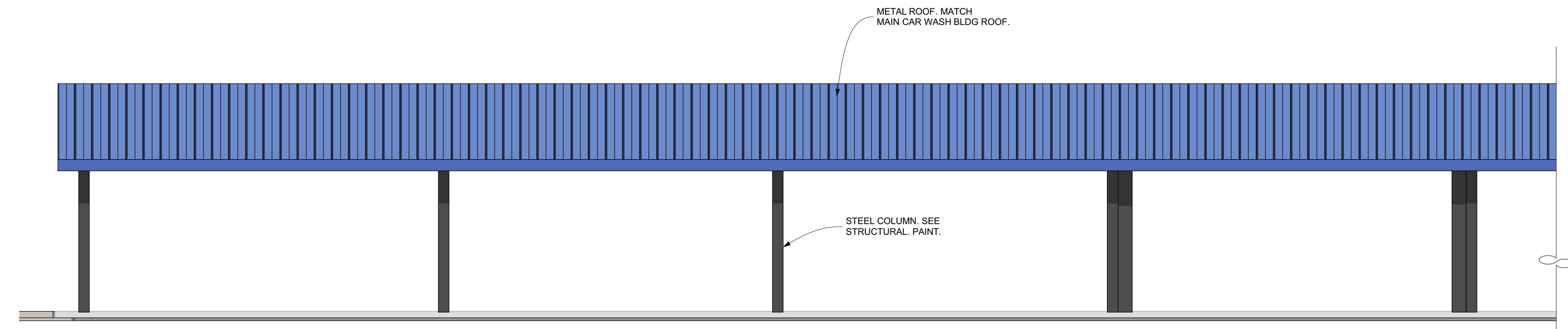
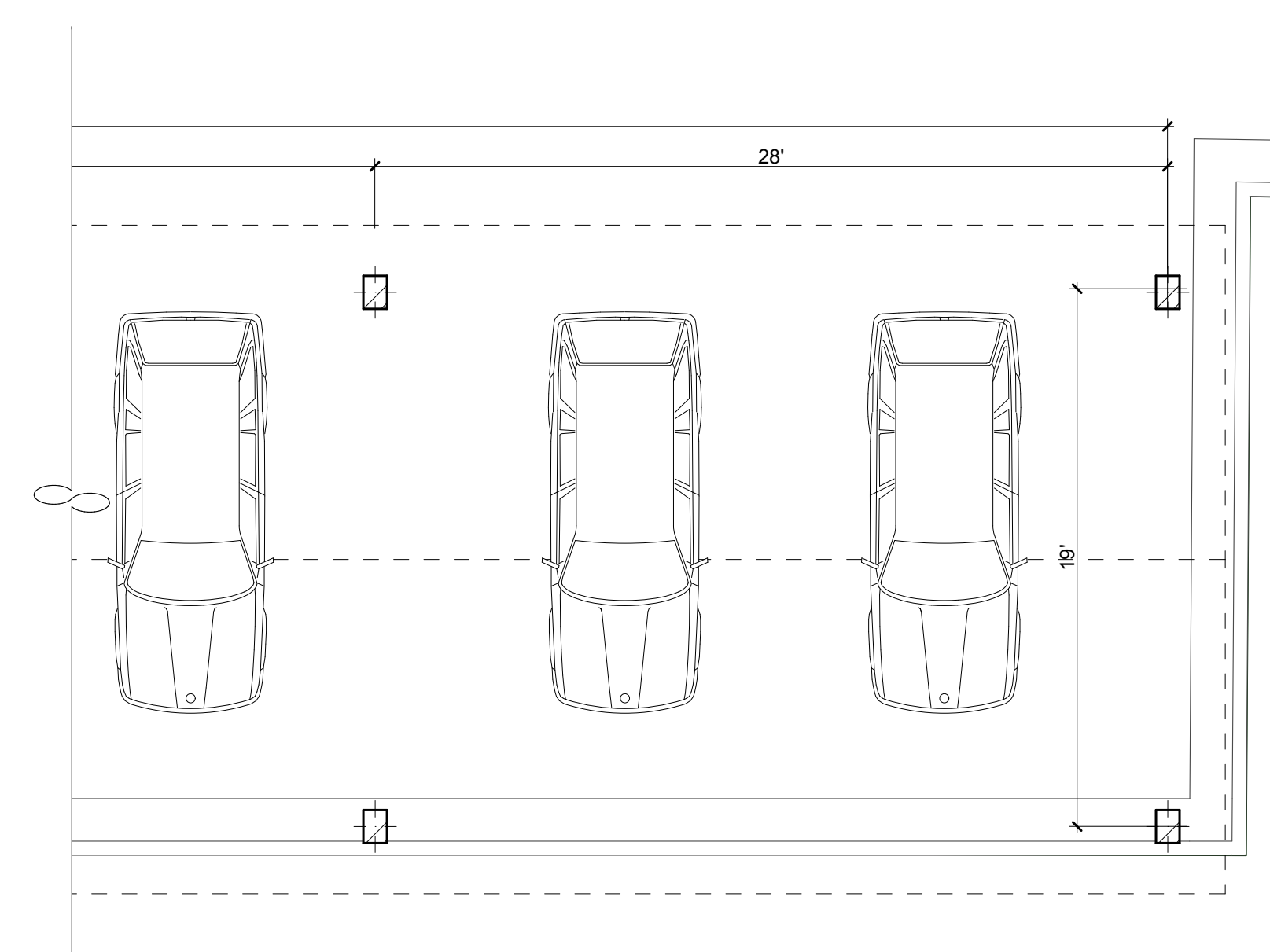
COPYRIGHT:  
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**NEW TIDAL WAVE  
 AUTO SPA**  
 CEDAR FALLS, IA

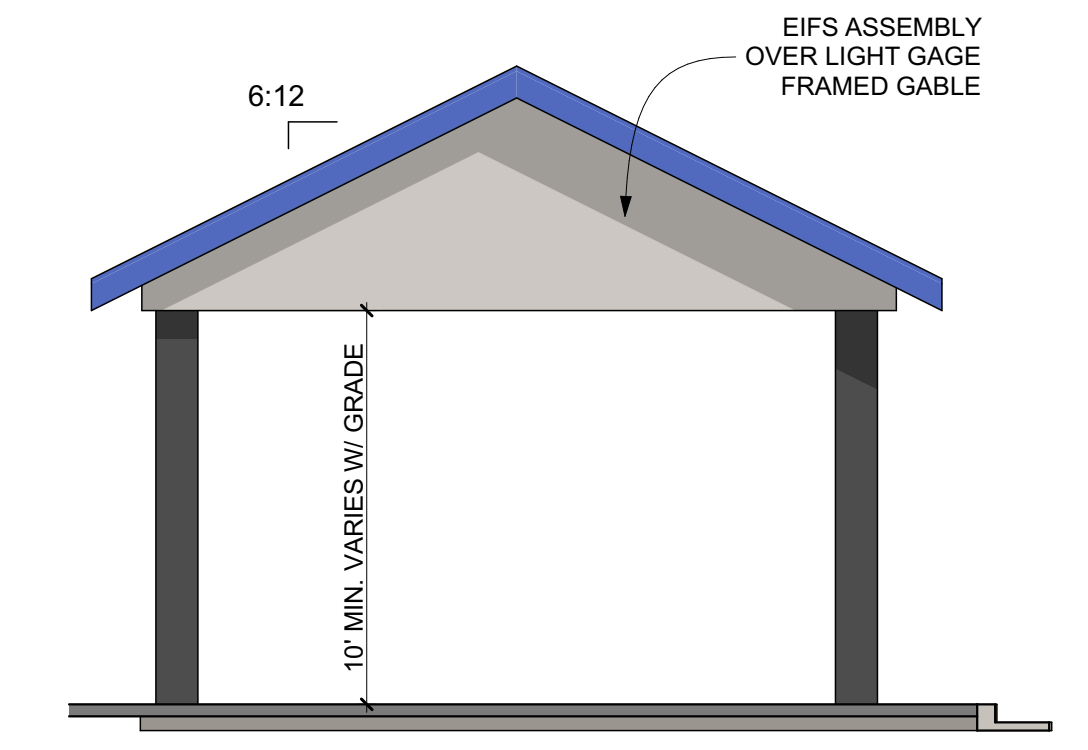
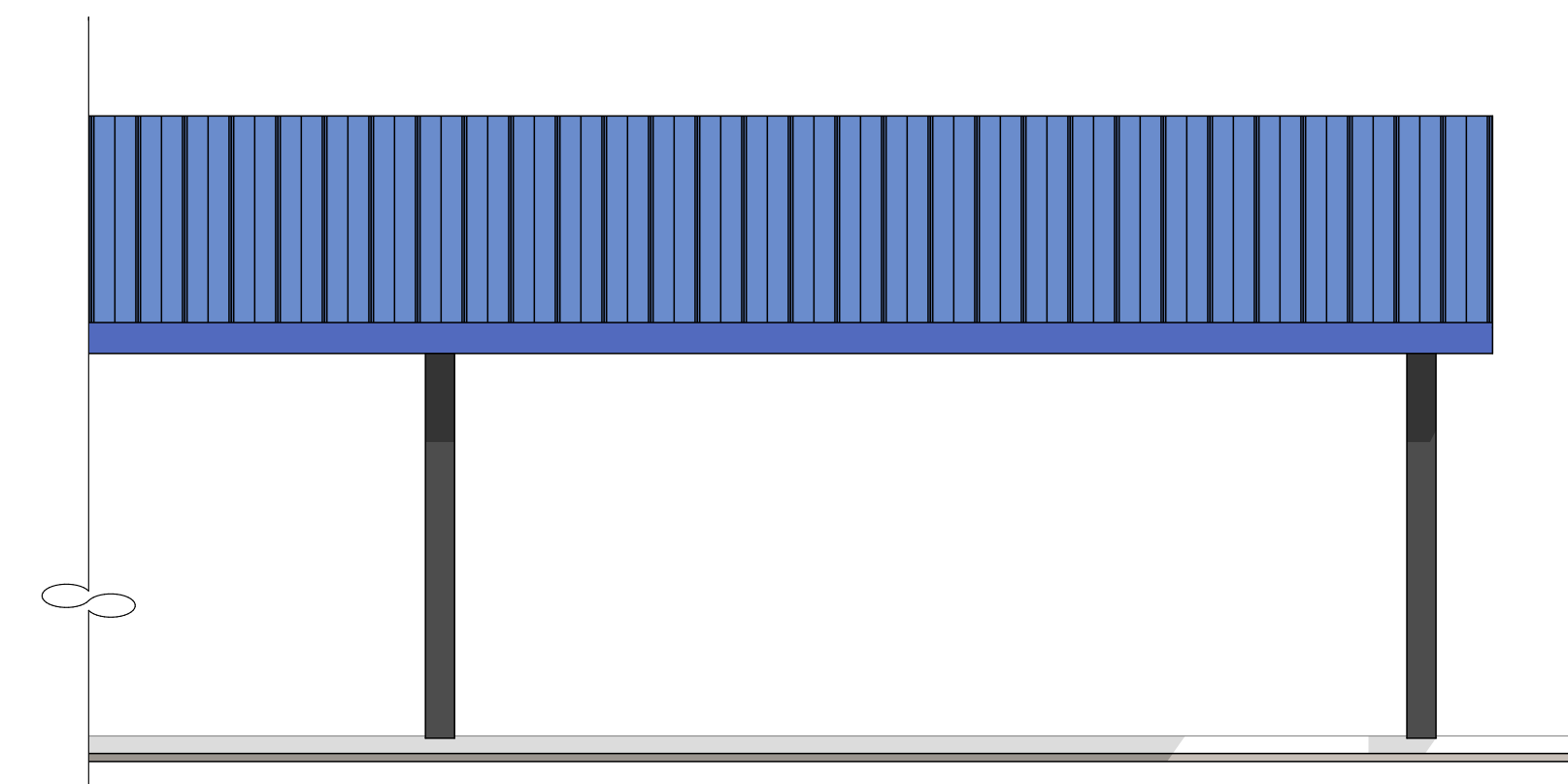
OWNER:  
**TIDAL WAVE AUTO  
 SPA**  
 EAST THOMPSON STREET  
 THOMASTON GEORGIA  
 30286



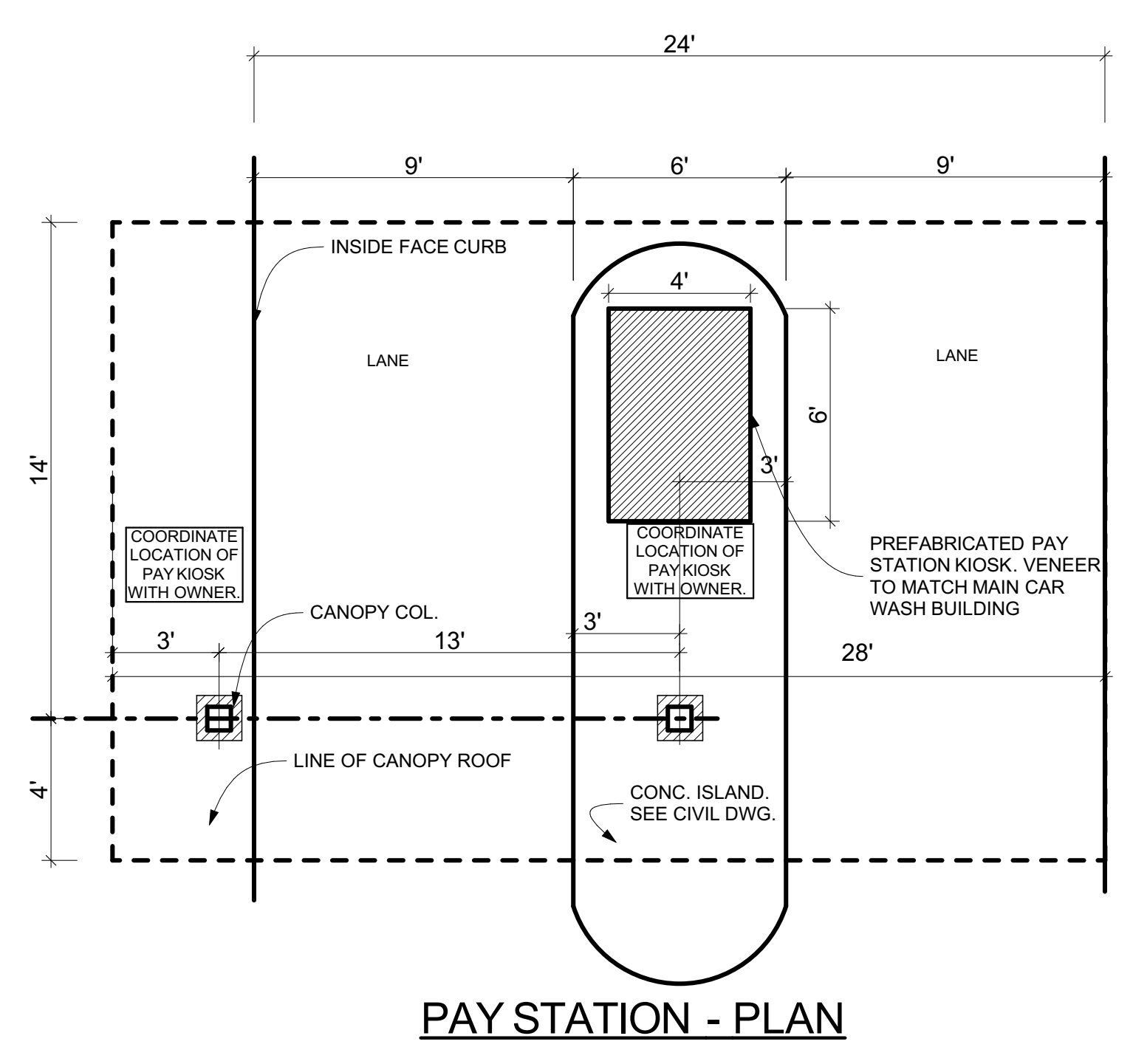
**1 VAC CANOPY**  
 SCALE: 3/16" = 1'-0"



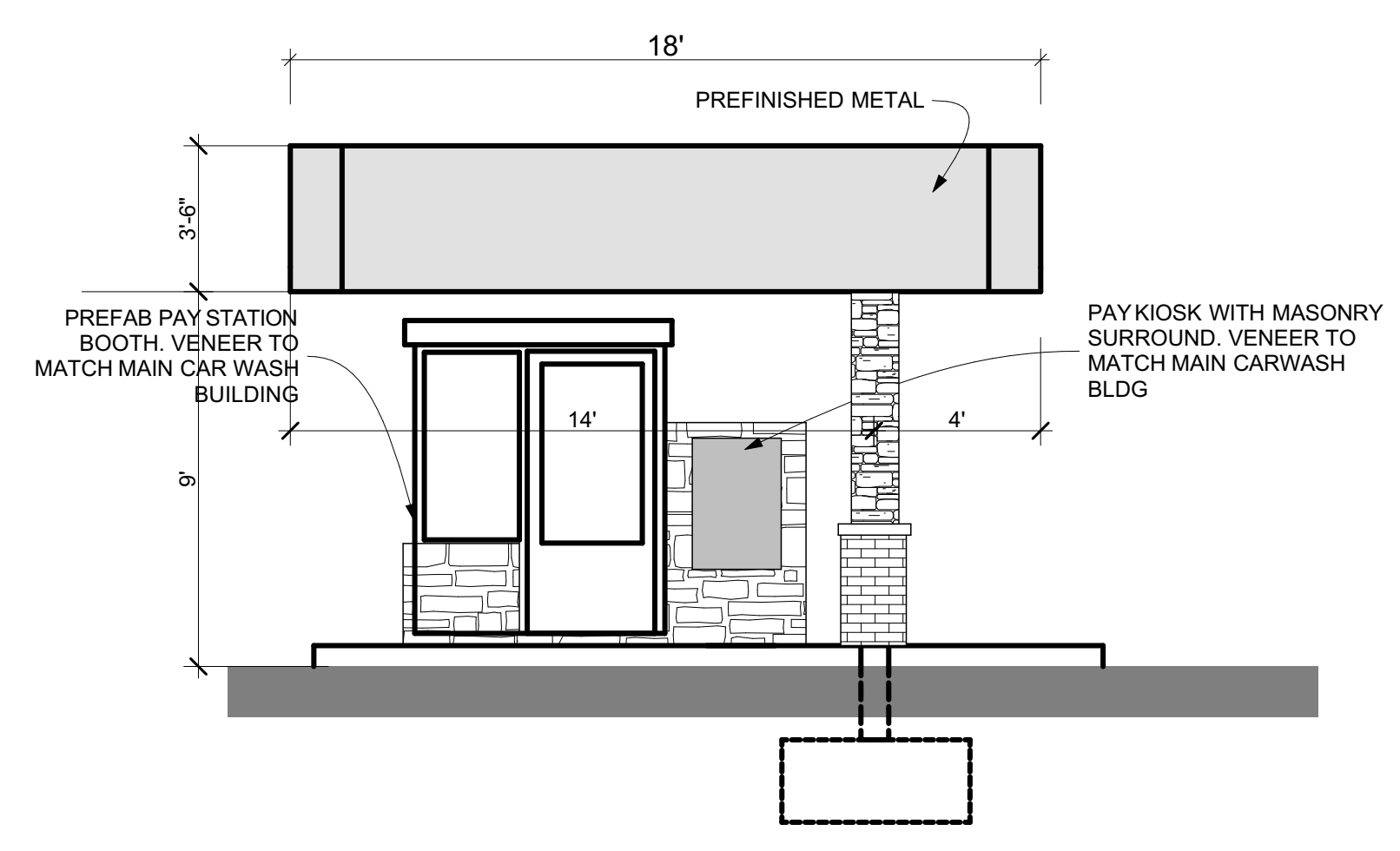
**2 FRONT/REAR ELEVATION VAC CANOPY**  
 SCALE: 3/16" = 1'-0"



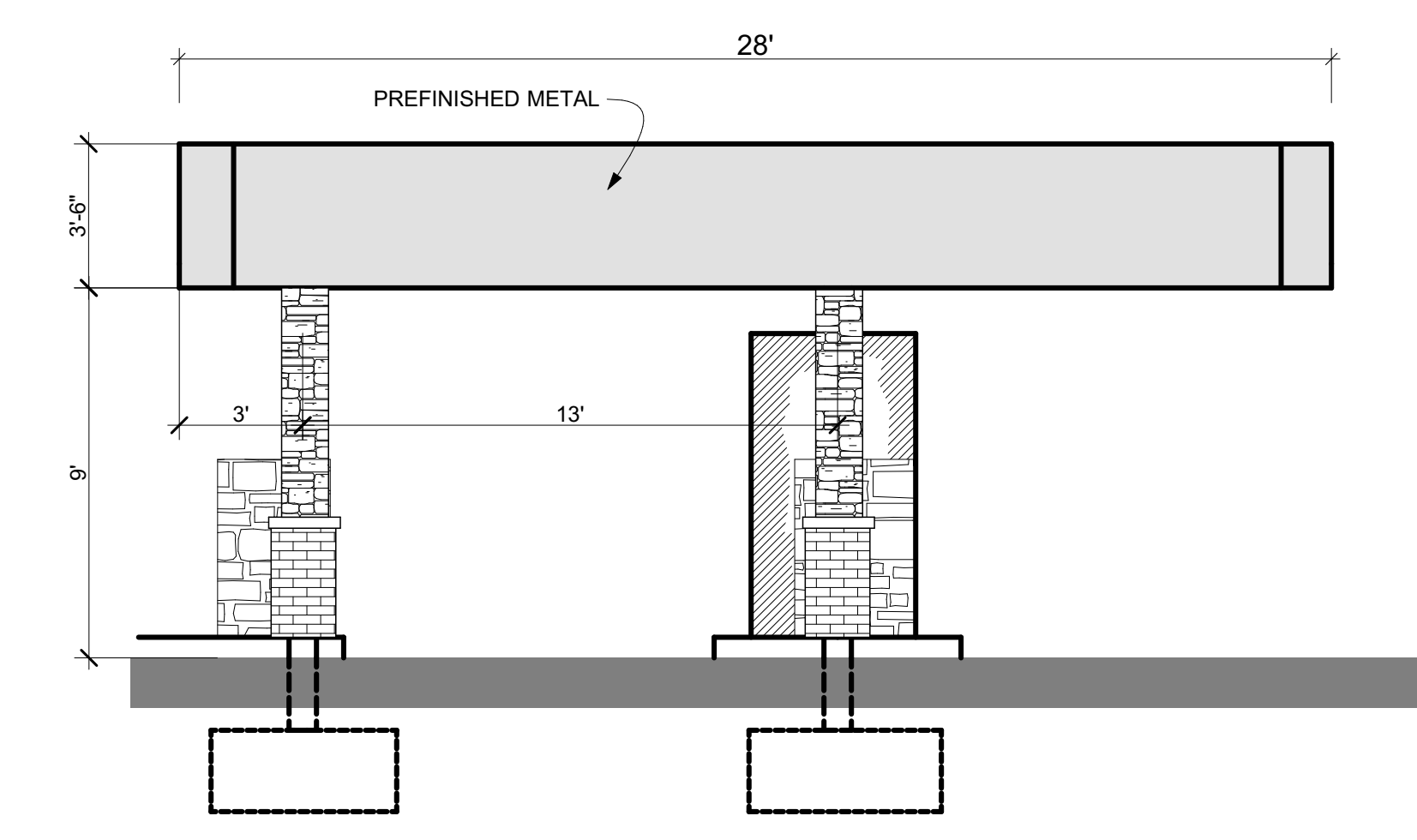
**3 END ELEVATION - VAC CANOPY**  
 SCALE: 3/16" = 1'-0"



**PAY STATION - PLAN**



**PAY STATION CANOPY  
 SIDE ELEVATION**



**PAY STATION CANOPY  
 FRONT/REAR ELEVATION**

**DEFERRED SUBMITTALS:**  
 PRIOR TO CANOPY FABRICATION OR INSTALL,  
 PROVIDE DETAILED DESIGN SHOP DRAWINGS  
 PREPARED BY A STRUCTURAL ENGINEER HIRED OR  
 EMPLOYED BY CANOPY MANUFACTURER. SUCH  
 DRAWINGS SHALL BE CERTIFIED/STAMPED AND  
 SIGNED BY THE RELATED DESIGN ENGINEER. SUBMIT  
 TO LOCAL AUTHORITIES FOR REVIEW AND APPROVAL  
 PRIOR TO START OF ANY RELATED WORK.

**COLORS:**  
 COLORS TO MATCH MAIN CAR WASH BUILDING.  
 COORDINATE WITH TIDAL WAVE, INC PRIOR TO START

MARK	DATE	DESCRIPTION

SHEET TITLE  
**AUXILIARY BUILDINGS**

PROJECT DATE: 2/18/20 PERMIT SET  
 PROJECT NUMBER: ##  
 DRAWN BY: Name

RELEASED FOR CONSTRUCTION



## 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 & City Council  
**FROM:** Ben Claypool, Civil Engineer II, PhD, EI  
**DATE:** November 11, 2020  
**SUBJECT:** Paver Order: Downtown Streetscape and Reconstruction Project Phase II  
 Project No. RC-000-3242

The Public Works Department has been working on a downtown streetscape project for several years. Council has previously chosen a brick pattern for the Parkade and expansion to side streets. These brick patterns and twig benches have already emerged within Peter Melendy Park, the MU2 development near the intersection of 2<sup>nd</sup> and State Street, and all of Phase I of this project. The purpose of this memo is to request approval to order the pavers and benches that need to be manufactured in advance of the upcoming 2021 construction season to ensure a timely start for the project.

#### **Bricks**

The color and size of bricks needed for the downtown design are:

• Red (Regimental Full Range) 4x8
• Grey mix: <ul style="list-style-type: none"> <li>○ Carbon Black 8x8</li> <li>○ Sienna Blend 8x8</li> <li>○ Landmark Grey 8x8</li> </ul>
• Carbon Black 4x8
• Tan/gold brick (Wheatfield) 8x8
• Wheatfield ADA pavers 4x8

The Belden Brick Company is the manufacturer recommended for the second phase of the downtown streetscape project. The rationale includes:

- Matched the proposed color and pattern master plan design better than other manufacturers researched. (Techo-Block, Unilock, & Belden were researched.)
- Clay fired (Belden Pavers) and concrete pavers (Unilock) were both displayed at the Master Plan community meeting. General consensus was that the clay fired pavers looked superior in terms of color, surfacing, and quality compared to concrete pavers.
- Clay fired pavers support the idea of “historic” and “traditional” Downtown Cedar Falls. Clay fired pavers were more typically used in historic settings.
- Participants at the Master Plan meeting raised concerns of the existing condition of the concrete pavers on Main Street and felt their ‘wear quality’ would be less

favorable than clay fired pavers. Durability has also been discussed by City staff with the consensus being clay fired are preferred.

- Belden manufactures the brick and sells it through local dealers. In Iowa those include Midland Concrete Products in Waterloo, United Brick in Urbandale, and Kings Material, Inc. in Cedar Rapids.
- This supplier has already created the brick pavers used in a signification portion of the updated Downtown Streetscaping

In order to obtain these brick pavers to prevent construction delays, I am requesting approval to submit an order immediately. Midland Concrete Products has indicated upon placing an order, manufacture would likely occur in the middle of March. They indicate the pavers should then be available in late April of next year.

### **Twig Benches**

The benches chosen for this project are the Twig style bench from Escofet. With a similar lead time, 14-16 weeks, as the bricks, I am requesting approval to submit an order immediately. Landscape Forms, the same bench supplier from Phase I, has indicated upon placing an order, that the benches would be available at the beginning of the 2021 construction season.

### **Costs**

Attached with this memo are two quotes:

The first quote is from Midland Concrete Products. The brick supply for this project is quoted at \$338,311.70.

The second quote is from Landscape Forms. The twig bench cost for this project is quoted at \$37,066.00. The actual invoiced amount may be slightly reduced, by approximately \$400.00, if a different supplier is chosen to supply the anti-skate devices. These devices are typically aluminum pieces affixed to benches, ledges, or rails to make an object more challenging, and thus less desirable, to skateboard on while minimally impeding the visual aesthetic.

Time is of the essence for this project. Delays in ordering could significantly impact the construction schedule, as the contractor would be unable to start immediately. The Belden Brick Company and Escofet will initiate manufacturing when an order is placed, indicating they can be manufactured in mid-March at this point.

Staff requests Council authorization of payment to order bricks and twig benches to complete the streetscaping for Downtown Streetscape and Reconstruction Phase II.

Attachments: Quote for Bricks (#MCP006497)  
Quote for Twig Benches (#0000318051)

CC: Jennifer Rodenbeck, Director of Finance and Business Operations  
David Wicke, City Engineer  
Chase Schrage, Director of Public Works



MCP-Waterloo  
 4802 Sergeant Road  
 Waterloo, IA 50701  
 319-226-3700

Item 24.

# Quote

<b>Quote No.:</b>	<b>MCP006497</b>
<b>Quote Date:</b>	10/1/2020
<b>Customer ID:</b>	100658
<b>Employee:</b>	Funk, Cody

BILL TO:		SHIP TO:	
City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613		City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613	
CUSTOMER P.O. NO.	TERMS	CONTACT	
CF Parkade Phase 2	Due End Of Next Month	cfunk@midland-cp.com	
FOB POINT	SHIPPING TERMS	SHIP VIA	
	Cost and Freight		

ITEM	QTY.	UOM	NET PRICE	WEIGHT	EXTENDED PRICE
------	------	-----	-----------	--------	----------------

Prices for materials are good is ordered by 12/31/20 and shipped by 4/1/21.

22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Regimental Full Range Color - (Plant 2) <small>NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable.</small>	78960.00	EA	0.7700	497,448	60,799.20
22290000000-NS: City Line Standard Paver with chamfer and lugs (4x8x2.25") - Carbon Black Color - (Plant 2) <small>NOTE: 6.3lbs each. 470 units (104sf) per bundle = 2961lbs Order in full pallets only. Not returnable.</small>	53110.00	EA	1.0700	334,593	56,827.70
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Carbon Black Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small>	22560.00	EA	2.6800	279,744	60,460.80
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Sienna Blend Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small>	21360.00	EA	2.6800	264,864	57,244.80
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Landmark Gray Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small>	480.00	EA	2.6800	5,952	1,286.40
22290000000-NS: City Line Standard 8x8x2.25" Paver chamfered edge no lugs - Wheatfield Color - (Plant 2) <small>NOTE: 12.4lbs each. 240 units (106sf) per bundle = 2976lbs Order in full pallets only. Not returnable.</small>	9840.00	EA	2.6800	122,016	26,371.20
22290000000-NS: City Line Standard ADA Paver chamfered edge no lugs (4x8x2.25") - Wheatfield Color - (PLANT 6) <small>NOTE: 5.7lbs each. 480 units (106sf) per bundle = 2736lbs Order in full pallets only. Not returnable.</small>	1440.00	EA	1.8900	8,208	2,721.60
<b>FREIGHT (NT): Freight (Non-Taxable)</b>	<b>33.00</b>	<b>EA</b>	<b>2,200.0000</b>		<b>72,600.00</b>

NOTE: Freight rate for 48,000lbs from Suger Creek, OH to Cedar Falls, IA. City of Cedar Falls is responsible for unloading.

Continued...



MCP-Waterloo  
 4802 Sergeant Road  
 Waterloo, IA 50701  
 319-226-3700

Item 24.

# Quote

**Quote No.:** MCP006497  
**Quote Date:** 10/1/2020  
**Customer ID:** 100658  
**Employee:** Funk, Cody

<b>BILL TO:</b>		<b>SHIP TO:</b>	
City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613		City of Cedar Falls 2200 Technology Pkwy Cedar Falls IA 50613	
<b>CUSTOMER P.O. NO.</b>	<b>TERMS</b>	<b>CONTACT</b>	
CF Parkade Phase 2	Due End Of Next Month	cfunk@midland-cp.com	
<b>FOB POINT</b>	<b>SHIPPING TERMS</b>	<b>SHIP VIA</b>	
	Cost and Freight		
<b>ITEM</b>	<b>QTY.</b>	<b>UOM</b>	<b>NET PRICE</b>
			<b>WEIGHT</b>
			<b>EXTENDED PRICE</b>

ORDER TOTALS 510 CUBES - FIGURE  
 ROUGHLY 4X4' FOR EACH CUBE. They can be  
 double stacked if stored on level concrete to  
 save on space.  
 QUANTITIES ROUNDED UP TO NEAREST  
 PALLET PER SNYDER AND ASSOCIATES  
 ESTIMATED SQUARE FOOTAGES WITH 10%  
 FACTORED FOR BREAKAGE AND/OR  
 INSTALLATION WASTE. PLEASE VERIFY ALL  
 NUMBERS BEFORE ORDERING.

<b>Quoted Pricing Valid For 30 Days</b>	<b>Total Weight (LBS):</b>	1,512,825	<b>Sales Total:</b>	338,311.70
			<b>Freight &amp; Misc.:</b>	0.00
			<b>Less Discount:</b>	0.00
			<b>Tax Total:</b>	0.00
			<b>Total (USD):</b>	338,311.70

## Midland Concrete Products, LLC

### GENERAL POLICIES

Each item below is subject to change based on subjects and terms. Midland Concrete Products, LLC will work with each client to reach a satisfactory outcome.

No allowance will be given after products have been installed.

Our responsibility will not exceed our selling price of the merchandise to our customer.

All shortages, damages product problems or exceptions of any kind must be noted on a delivery ticket or brought to the attention of your salesperson or dispatcher within 48 hours of product delivery.

Sales tax will be charged on all applicable items unless you have a customer account and a tax exempt certificate on file with our accounting office. Cash (non-account) customers must notify the sales staff of tax exempt status when ordering.

Payment terms are cash, check or credit card or open customer account. All orders must be prepaid. No C.O.D. orders will be accepted.

We reserve the right to protect our mechanic's lien on all unpaid balances.

We assess a \$30.00 charge on all returned checks.

We will charge \$125.00 per hour for detention of all loads on-site that are not unloaded within an hour of arrival.

A second delivery charge may apply if we have to redeliver or come back to move product.

Prices are subject to change without notice.

Due to inherent characteristics of concrete, color may vary slightly. No guarantee of color or shade is made or implied.

### RETURN POLICY

All returns or warranty claims must be accompanied by the original sales receipt, and are subject to a restocking fee.

Due to the nature of the product, we do not accept returns of bagged goods (i.e. cement products, mortar color, or polymeric sand products).

We do not accept returns of special order products or items originally sold as seconds.

No returns accepted after 60 days of original purchase date.

Pallet deposits will only be refunded if the pallets are returned in reusable condition, accompanied by a proof of purchase.

Refunds for cash accounts will be applied to credit card used for purchase or will be issued by a check in approximately 10 business days.

# Quote

Date: 11/10/2020  
 LF Quote#: 0000318051  
 PO#:

Project: Cedar Falls Streetscape Phase 2

Bill To: Bidders Quote - Mike Konieczny  
 ATTN: Bidder's Quote  
 TBA

**CORPORATE**  
 7800 E. Michigan Avenue  
 Kalamazoo, MI 49048-9543  
 P: 800.521.2546 F: 269.381.3455  
 www.landscapeforms.com  
 Federal I.D.# 38-1897577  
 FSC# RA-COC-001261

Ship To: Bidders Quote - Mike Konieczny  
 ATTN: Bidder's Quote  
 TBA  
 Cedar Falls, IA 50613

Ship To Contact Phone:  
 Ship Via: Common Carrier  
 F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

ESCOFET: DIRECT SHIPMENT FROM BARCELONA SPAIN, SEE ATTACHED INSTALLATION GUIDE FOR EQUIPMENT REQUIRED TO OFFLOAD/MOVE PRODUCT.

**When ordering please confirm:**

- Shipping address and contact information (name and ph#)
- Billing address and contact information
- Is your firm or the project tax exempt? If so, exemption certificate must accompany order
- Delivery schedule:

\_\_\_ Ship immediately upon completion  
 OR Ship On/After the date: \_\_\_\_\_

8	Escofet Escofet Product: <i>Twig</i> Style: <i>Concrete Backless Bench</i> Mounting: <i>Freestanding</i> Options: <i>None Available</i> Cast Stone Color: <i>Beige</i> Finish: <i>Acid-etched</i>	\$ 2,930.00	\$ 23,440.00
24	Ball Anti-skate-Anodized Aluminum	\$ 15.00	\$ 360.00

Item Total	\$ 23,800.00
Shipping & Handling	\$ 11,600.00
Sub Total	\$ 35,400.00
Estimated Tax	\$ 1,666.00
Document Total	\$ 37,066.00

Cust #: LFBID  
 SSR: Marcy McCauley  
 Rep: Mike Konieczny, MN2

*Landscape Forms Customer Service*

Purchaser

Seller



# Quote

Item 24.

Date: 11/10/2020

LF Quote#: 0000318051

PO#:

Project: Cedar Falls Streetscape Phase 2

Bill To: Bidders Quote - Mike Konieczny  
ATTN: Bidder's Quote  
TBA

### CORPORATE

7800 E. Michigan Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
www.landscapeforms.com  
Federal I.D.# 38-1897577  
FSC# RA-COC-001261

Ship To: Bidders Quote - Mike Konieczny  
ATTN: Bidder's Quote  
TBA  
Cedar Falls, IA 50613

Ship To Contact Phone:  
Ship Via: Common Carrier  
F.O.B.: Destination

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

Payment Terms: Pending-Net30

Landscape Forms, Inc. reserves the right to change payment terms based on payment history as well as information obtained from commercial credit reporting agencies.

- Purchaser is responsible for confirming options, materials, quantities, etc., for completeness and conformity to plans and specifications.
- Changes to or cancellations of orders may incur a penalty charge of 30% or more. Special orders may not be changed or cancelled.
- Studio 431 (custom) orders cannot be cancelled once purchase order is received and approved.
- Studio 431 orders are subject to price increase after engineering/product development is complete and approved by designer, end user and purchaser. Modifications in price will be handled via Change Order.
- No merchandise can be returned without authorization from Landscape Forms. Returns may be subject to a disposition fee of 30-100%.
- Prices based on quantities shown and quantity changes may affect price.
- QUOTED prices are held for 60 days. After receipt of a written ORDER, prices will be held for up to one year from receipt of the order. Changes in quantity or specification may affect pricing.
- Pricing includes selection from our standard color palette. Optional colors and custom color matches are available for an additional fee and will extend lead-time. Please contact our corporate office for more information.
- Fixtures for custom products are the property of Landscape Forms, Inc., and are not available for sale.
- Landscape Forms is a supplier only and ships via common carrier. Customer is responsible for offloading and installing unless otherwise indicated above.
- Handling fees alone will apply on third party and customer pick-up orders.
- Mounting hardware is only available on a limited number of products. Please consult the installation recommendations or contact our corporate office to confirm. In the event hardware is provided, it MUST be used for proper installation.
- Refer to Care and Maintenance guidelines for more detailed information and instructions.
- All orders ship upon completion of fabrication. A one-week grace period may be available, after which storage fees will apply.
- This Agreement contains the entire understanding between the parties. All prior communications are merged into this Agreement. The terms of this Agreement shall control any conflict between documents.

Cust #: LFBID  
SSR: Marcy McCauley  
Rep: Mike Konieczny, MN2

*Landscape Forms Customer Service*

Purchaser

Seller

# Quote

Date: 11/10/2020

LF Quote#: 0000318051

PO#:

Project: Cedar Falls Streetscape Phase 2

Bill To: Bidders Quote - Mike Konieczny  
ATTN: Bidder's Quote  
TBA

**CORPORATE**

7800 E. Michigan Avenue  
Kalamazoo, MI 49048-9543  
P: 800.521.2546 F: 269.381.3455  
www.landscapeforms.com  
Federal I.D.# 38-1897577  
FSC# RA-COC-001261

Ship To: Bidders Quote - Mike Konieczny  
ATTN: Bidder's Quote  
TBA  
Cedar Falls, IA 50613

Ship To Contact Phone:  
Ship Via: Common Carrier  
F.O.B.: Destination

- This Agreement may be signed by the parties separately and by facsimile, and together they shall be deemed one binding, original Agreement.
- Purchaser shall pay all costs and expenses paid or incurred by Landscape Forms, Inc. in collecting any amounts due for goods purchased by Purchaser, including without limitation, reasonable attorneys' fees and collection costs. Balances on invoices not paid within 30 days of date of invoice, or within an alternate period of time as determined and indicated by Landscape Forms, shall incur interest at a rate of 18% per annum. Cash discounts are not offered.
- Tax is estimated. Actual tax will be charged on final invoice and shall be payable by the Purchaser. U.S. customers must provide a valid sales tax exemption or resale certificate to remove liability.
- To the extent purchaser supplies or modifies the standard specifications for any products, Landscape Forms, Inc. expressly disclaims all representations and warranties related to such products or their design whether express or implied except that the products shall be manufactured in accordance with purchaser's specifications.
- **REMITTANCE OPTIONS:** For information on paying via credit card, ACH, direct bank transfer, or wire please email us at [AR@landscapeforms.com](mailto:AR@landscapeforms.com). Mail payments to:

**USD Checks**

Landscape Forms, Inc.  
Dept 78073  
PO Box 78000  
Detroit, MI 48278-0073  
USA

**CAD Cheques**

Landscape Forms, Inc.  
PO Box 2408  
Station A  
Toronto, Ontario M5W 2K6  
CAN

Cust #: LFBID  
SSR: Marcy McCauley  
Rep: Mike Konieczny, MN2

Purchaser

Seller

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Benjamin Claypool, Civil Engineer II, PhD, EI

**DATE:** November 11<sup>th</sup>, 2020

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Prairie Life Storage Center – 6100 Production Drive

The Post-Construction Stormwater Control Ordinance requires a formal maintenance and repair agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for Prairie Life Storage Center at 6100 Production Drive 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: David Wicke, PE, City Engineer

Prepared by/ Return to: Fehr Graham 200 5<sup>th</sup> Avenue SE, Suite 100, Cedar Rapids, Iowa 52401

## STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between (**The Vault, LLC**), (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 28 day of October, 2020.

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.

(The Vault, LLC)

By: [Signature]

Printed Name & Title: Robby W. Schuerman, Member

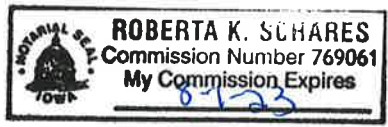
STATE OF Iowa )

COUNTY OF Black Hawk ) SS

This instrument was acknowledged before me on the 28<sup>th</sup> day of October, 2020 by Robby W. Schuerman as Member of (The Vault, LLC).

[Signature]

Notary Public in and for the State of Iowa



City of Cedar Falls, Iowa

By: \_\_\_\_\_

Robert M. Green, Mayor

ATTEST:

\_\_\_\_\_

Jacqueline Danielsens, MMC, City Clerk

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) SS

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Robert M. Green, Mayor, and Jacqueline Danielsens, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

## Exhibit A

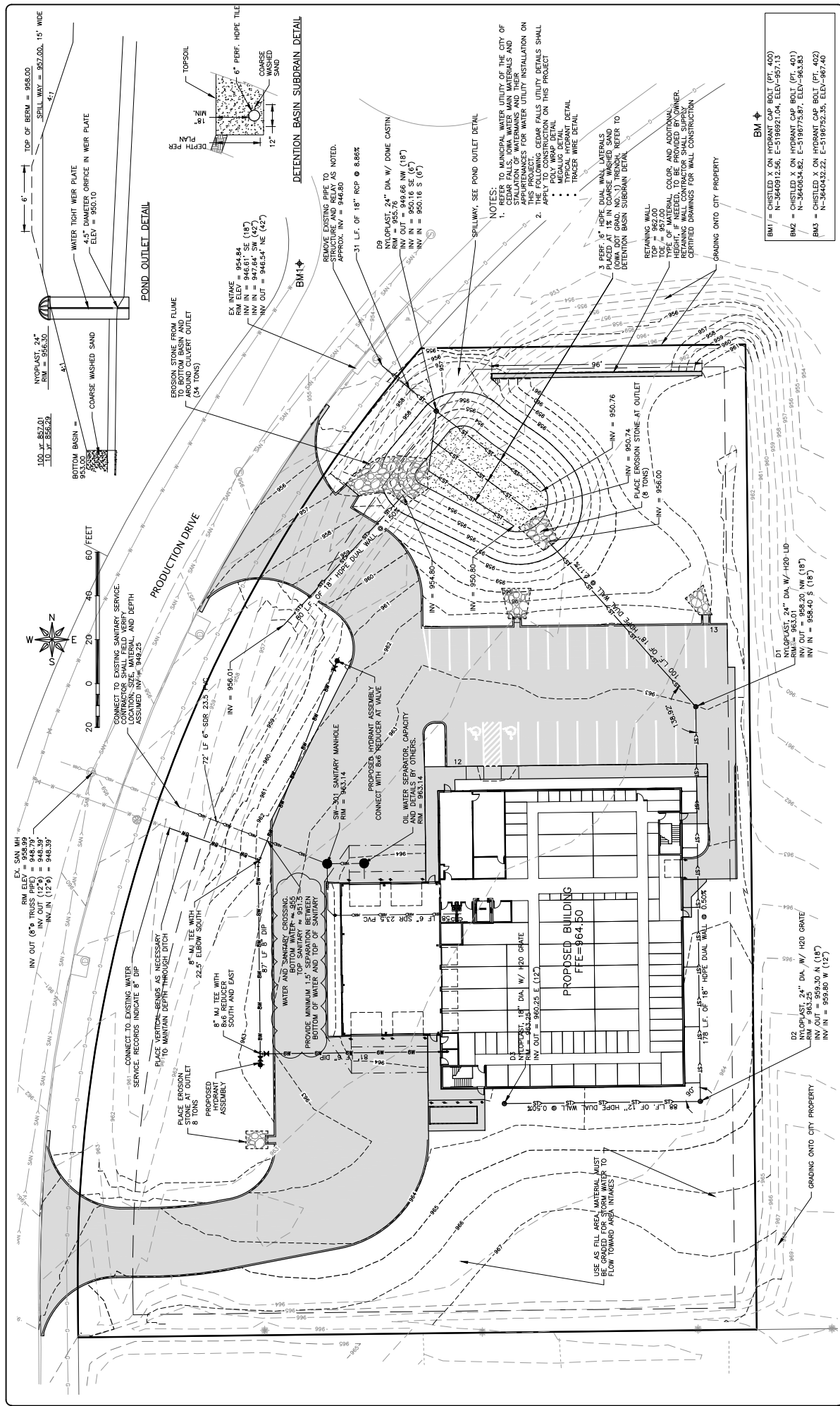
### Legal Description

Lot 1, West Viking Road Industrial Park  
Phase 1 of Cedar Falls, Iowa



## Exhibit B

# Stormwater Management Facilities



**UTILITIES AND DRAINAGE PLAN**

SET TYPE: FOR CONSTRUCTION

JOB NUMBER: 19-1078  
SHEET NUMBER: C1.1

**REVISIONS**

REV. NO.	DESCRIPTION	DATE
1	NOTED SANITARY AND WATER CROSSING	6/20/20

**DRAWN BY:** AJB  
**APPROVED BY:** NPK  
**DATE:** 06/25/2020  
**SCALE:** AS NOTED

**PROJECT AND LOCATION:**  
PRairie Life Storage  
CEDAR FALLS, IOWA

**OWNER/DEVELOPER:**  
THE VAULT, LLC  
6512 CHANCELLOR DRIVE  
CEDAR FALLS, IA 50613

**ILLINOIS IOWA WISCONSIN**

**FEHR GRAHAM**  
ENGINEERING & ENVIRONMENTAL

© 2020 FEHR GRAHAM

## Exhibit C

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	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.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	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.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

### Exhibit E

Stormwater Management Inspection/Maintenance Form  
*To be kept on site*

**PROJECT NAME:** \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**OWNER/LEGAL ENTITY:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_

**INITIAL DATE OF OPERATION:** \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** November 12, 2020

**SUBJECT:** Cedar Heights Drive Reconstruction Project  
 City Project Number: RC-000-3171  
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is in the final design phase of the Cedar Heights Drive Reconstruction Project, acquisitions of the necessary right of way needs are underway to meet the Iowa DOT and City's funding years for construction. The utilities and other infrastructure work will be started early next year. The Cedar Heights Drive Reconstruction project will include reconstruction of Cedar Heights Drive from East Viking Road to East Greenhill Road. The existing two-lane rural roadway will be replaced with a two-lane urban roadway that has a raised median from East Viking Road to Prairie Street, two-lane urban roadway that has a designated southbound left turn lane from Prairie Street to Huntington Road, and a two-lane urban roadway that has a center left turn lane from Huntington Road to East Greenhill Road. The project will include improvements to the sanitary sewer, water main, storm sewer, and other miscellaneous roadway items. This project also includes the replacement of the existing traffic signal at the Cedar Heights Drive/East Greenhill Road intersection with a multilane roundabout and will include the construction of a single lane roundabout at the Cedar Heights Drive/Huntington Road intersection. The project identifies the need for total acquisitions from six (6) properties and partial acquisitions from 24 properties.

Appraisals and offers are gradually being sent to the properties affected by this corridor reconstruction project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address or Parcel ID	Acquisition Type
1	Oster Partners, L.P.	8913-29-301-008	Fee Title Temporary Easement
2	Greenhill Estate Inc.	8913-29-301-001	Fee Title Temporary Easement
9	Oster Partners, L.P.	8913-29-151-004	Temporary Easement
10	Oster Partners, L.P.	8913-29-151-008	Temporary Easement



Attached is a map that identifies the location of these properties.

The City will use General Obligation funds for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Snyder and Associates, of Cedar Rapids, Iowa, on September 5, 2017 for property acquisition and design services. Funds for this project are identified in the Cedar Falls Capital Improvements Program in FY20, FY21 and FY 22 under item number 123. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

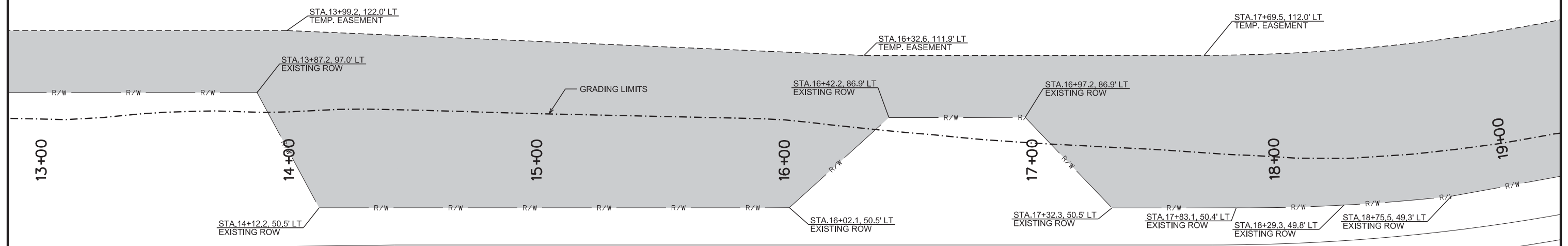
Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Cedar Heights Drive Reconstruction project.

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

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

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OSTER FAMILY LIMITED PARTNERSHIP

1  
OSTER FAMILY LIMITED PARTNERSHIP



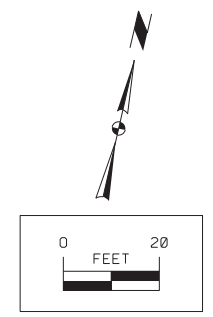
CEDAR HEIGHTS DRIVE

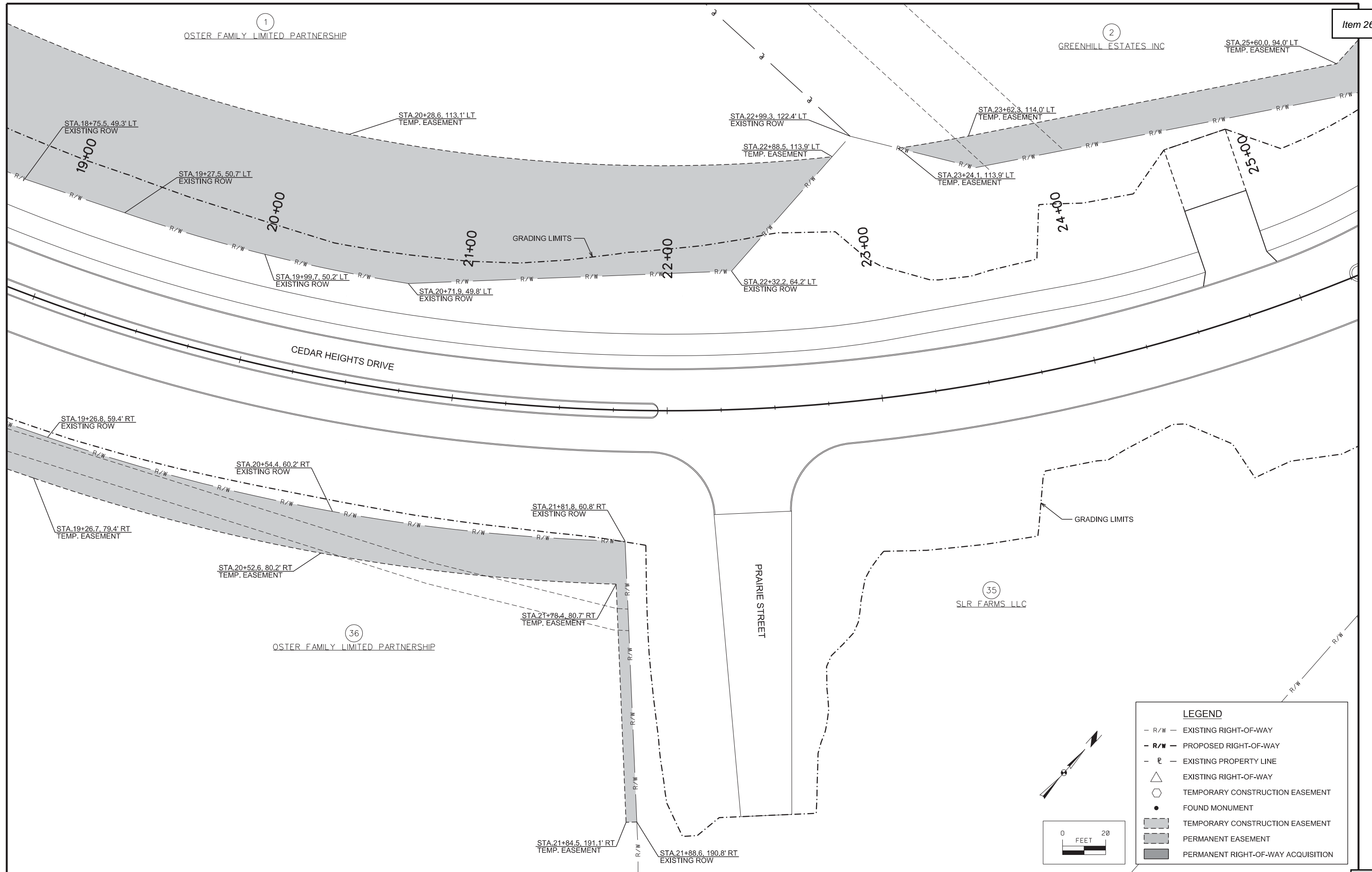
GRADING LIMITS

36  
OSTER FAMILY LIMITED PARTNERSHIP

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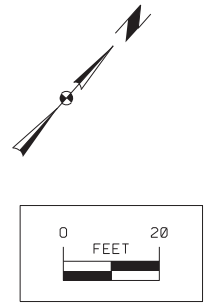
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- **R/W** - PROPOSED RIGHT-OF-WAY
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- PERMANENT RIGHT-OF-WAY ACQUISITION

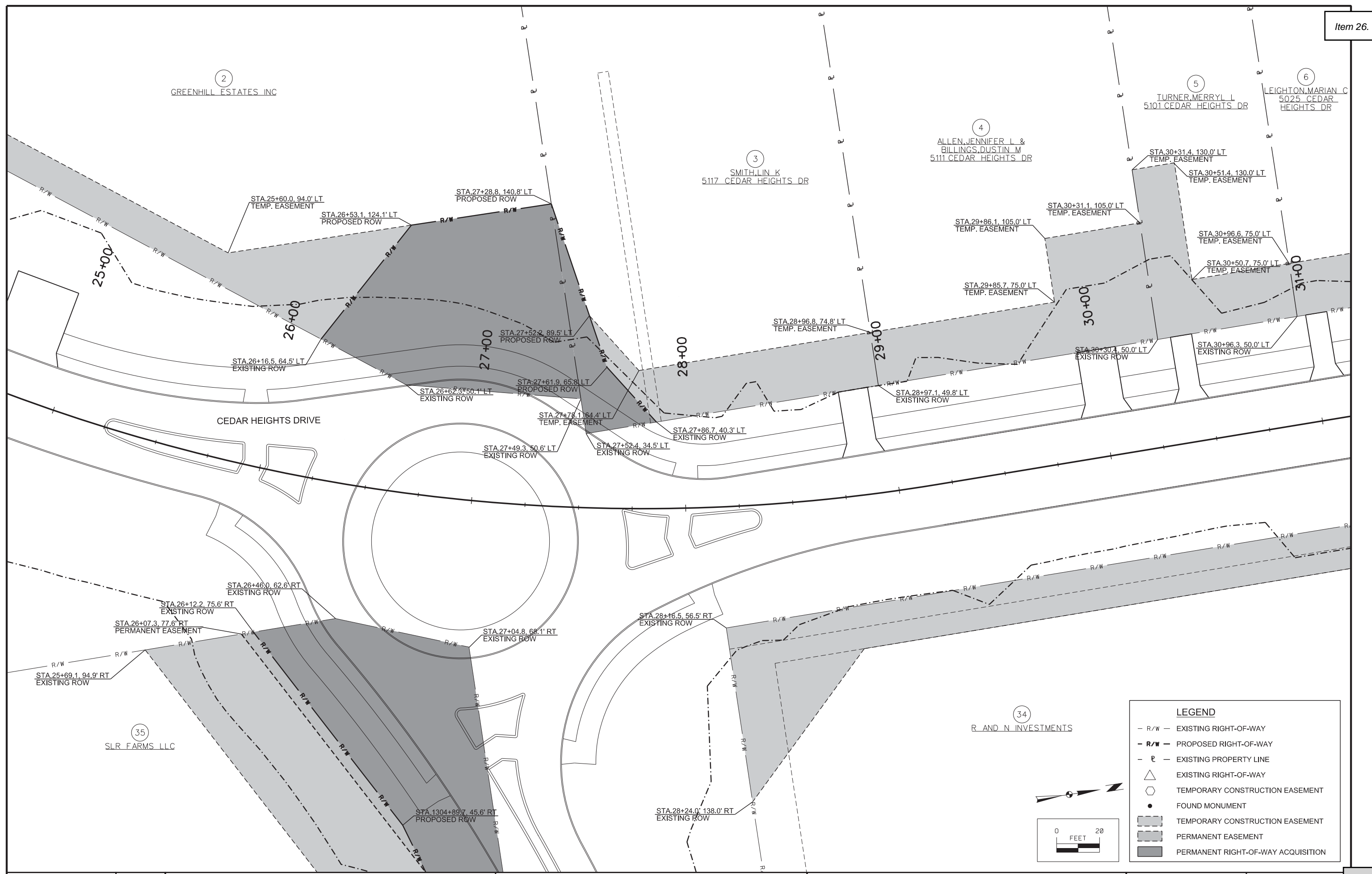




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2 GREENHILL ESTATES INC

3 SMITH, LIN K  
5117 CEDAR HEIGHTS DR

4 ALLEN, JENNIFER L &  
BILLINGS, DUSTIN M  
5111 CEDAR HEIGHTS DR

5 TURNER, MERRYL L  
5101 CEDAR HEIGHTS DR

6 LEIGHTON, MARIAN C  
5025 CEDAR HEIGHTS DR

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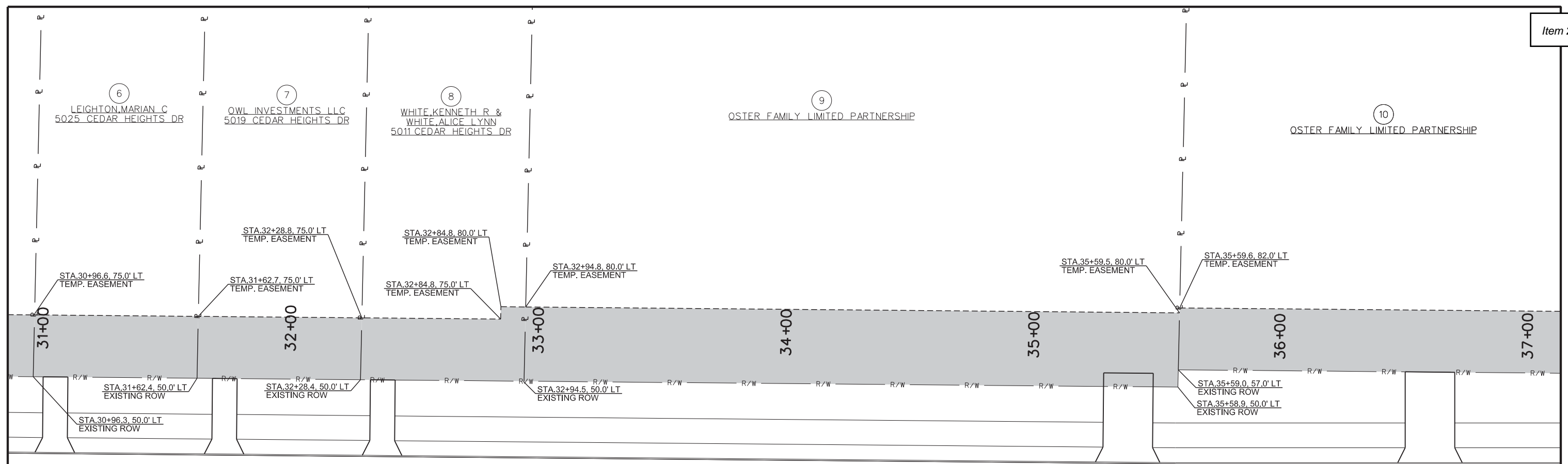
CEDAR HEIGHTS DRIVE

35 SLR FARMS LLC

34 R AND N INVESTMENTS

**LEGEND**

- R/W - EXISTING RIGHT-OF-WAY
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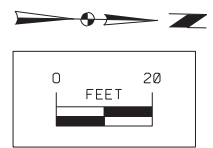
CEDAR HEIGHTS DRIVE

34  
R. AND N. INVESTMENTS

34  
R. AND N. INVESTMENTS

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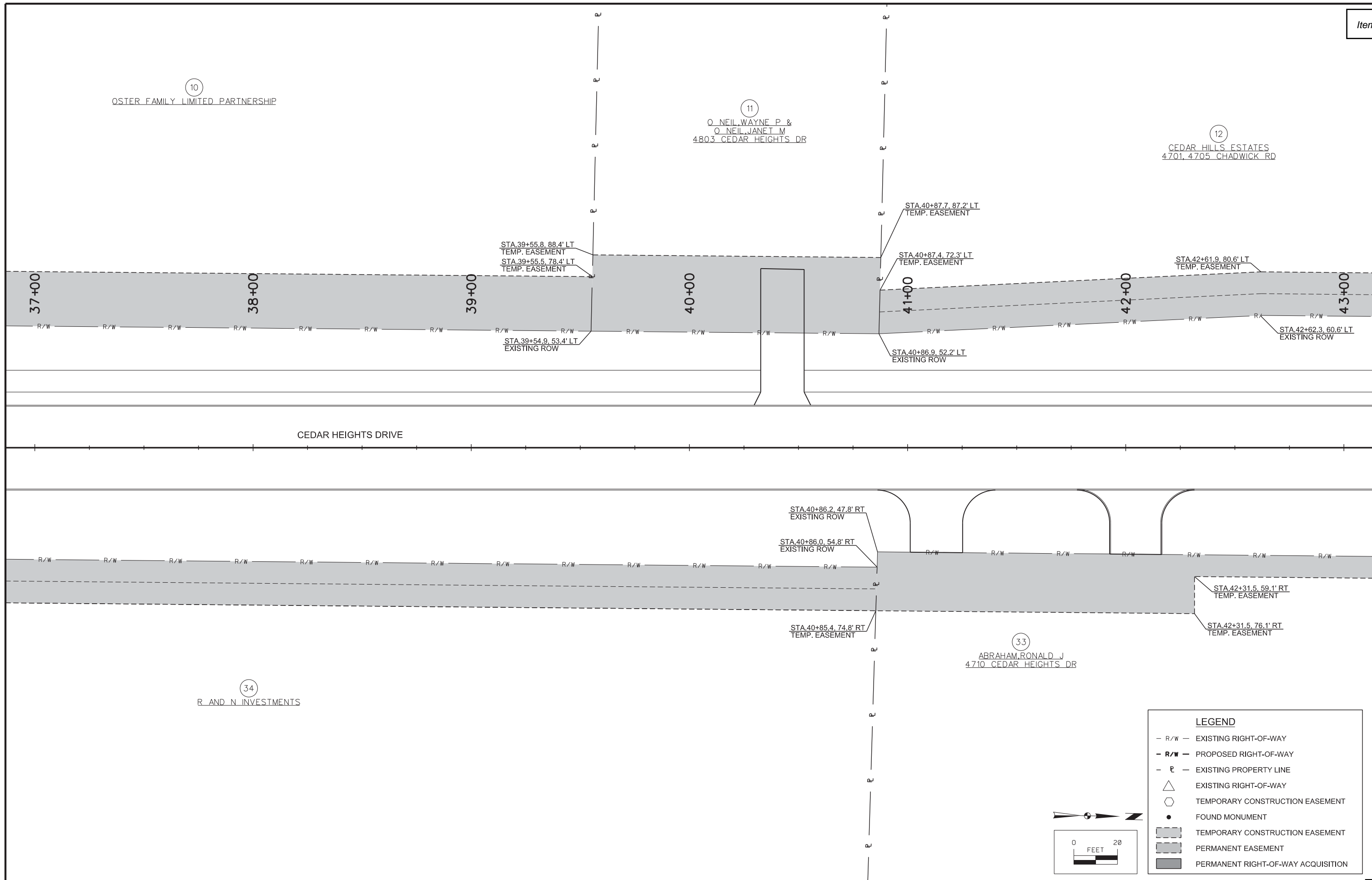
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OSTER FAMILY LIMITED PARTNERSHIP

11  
O. NEIL WAYNE P. &  
O. NEIL JANET M  
4803 CEDAR HEIGHTS DR

12  
CEDAR HILLS ESTATES  
4701, 4705 CHADWICK RD

34  
R AND N INVESTMENTS

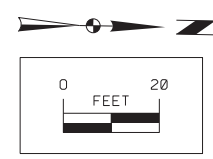
33  
ABRAHAM RONALD J  
4710 CEDAR HEIGHTS DR

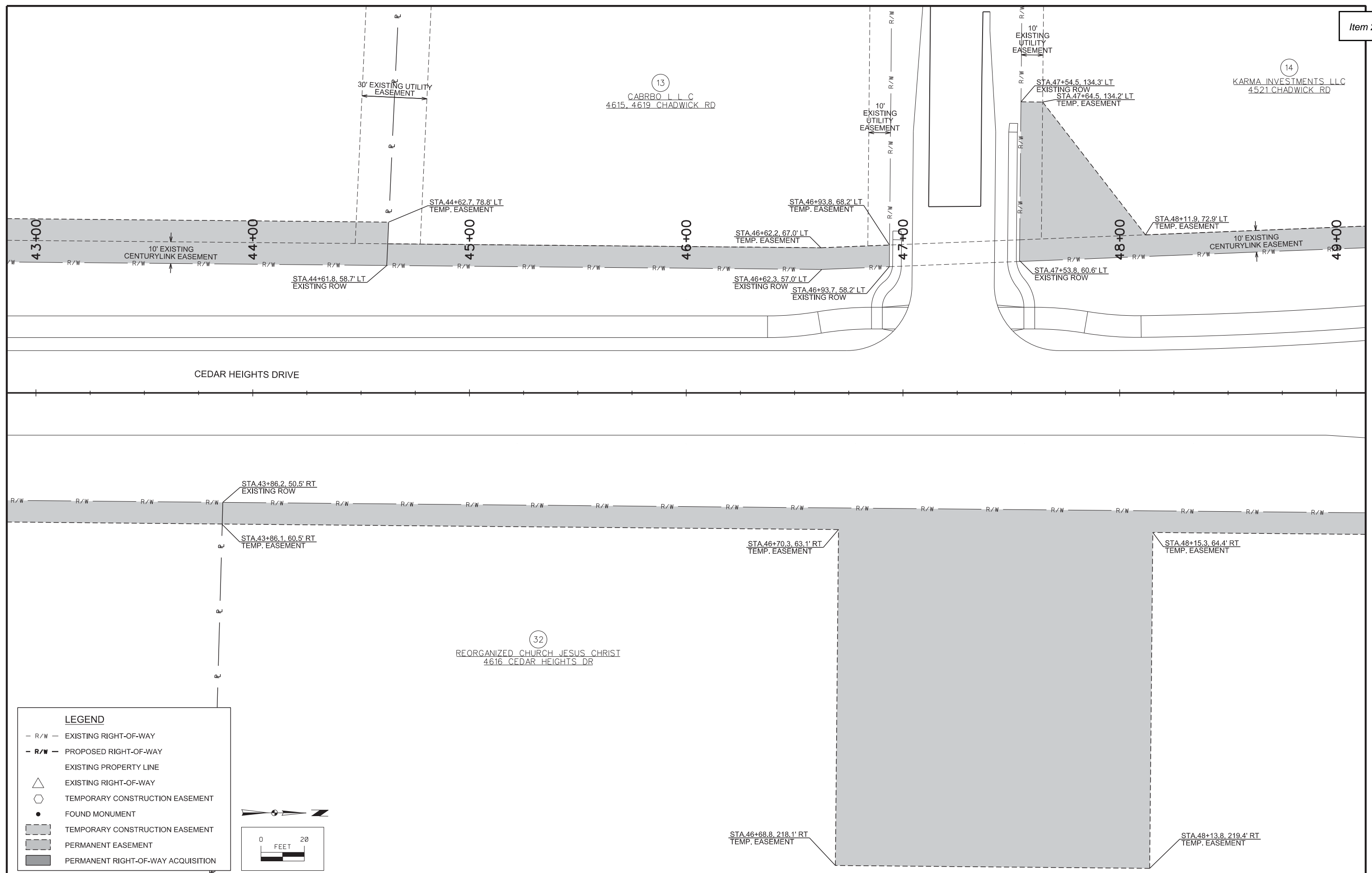


CEDAR HEIGHTS DRIVE

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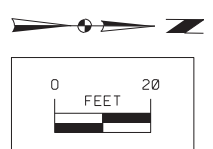
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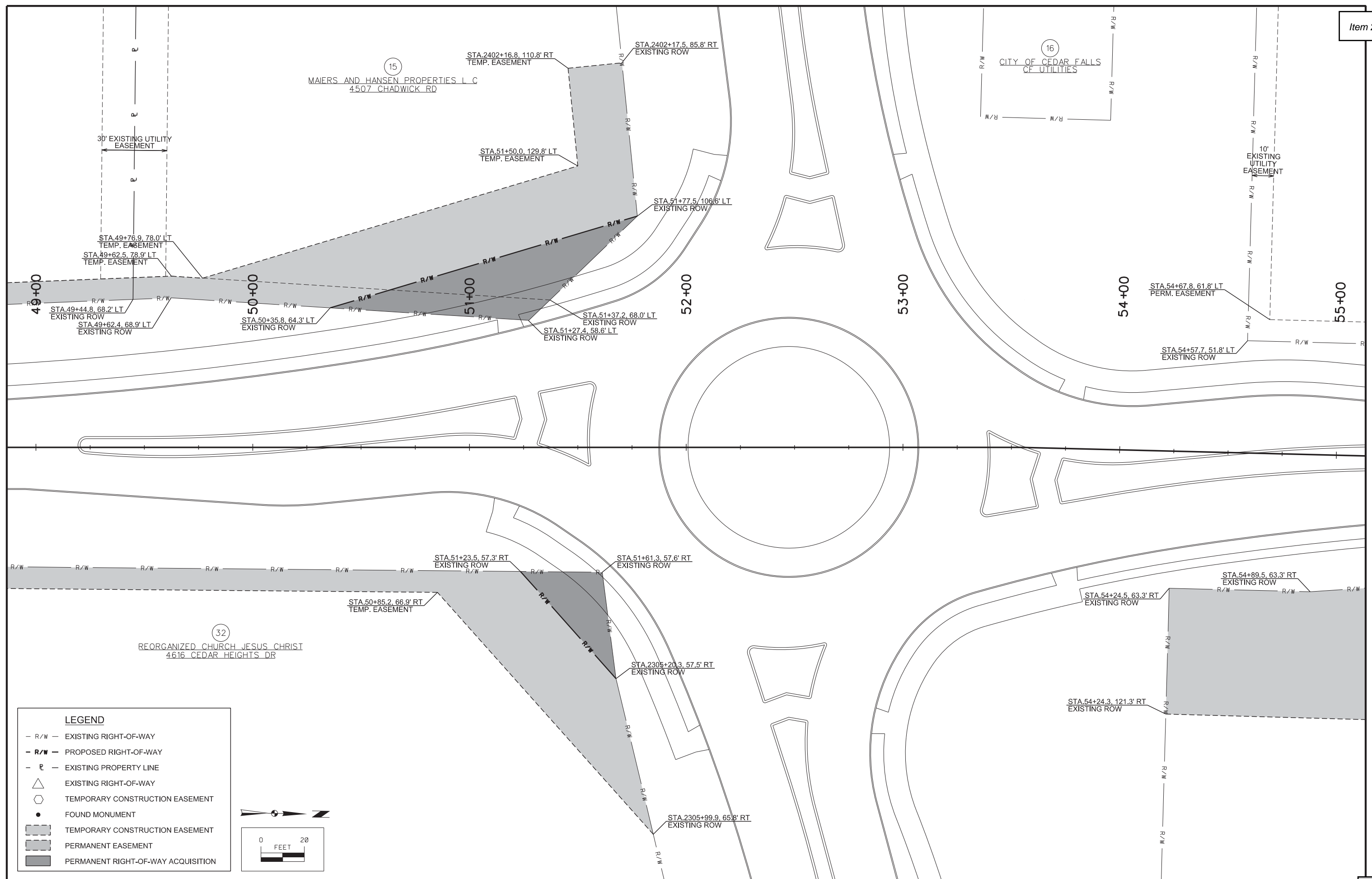


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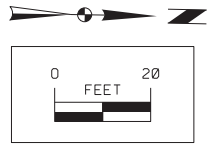




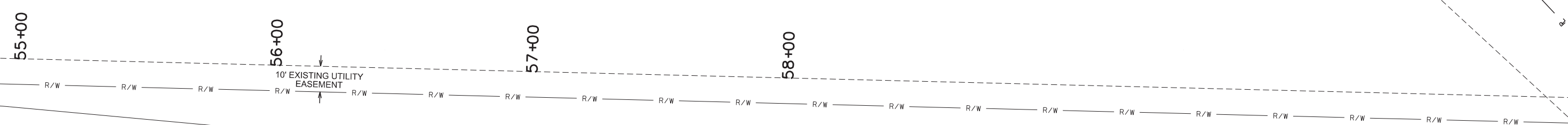


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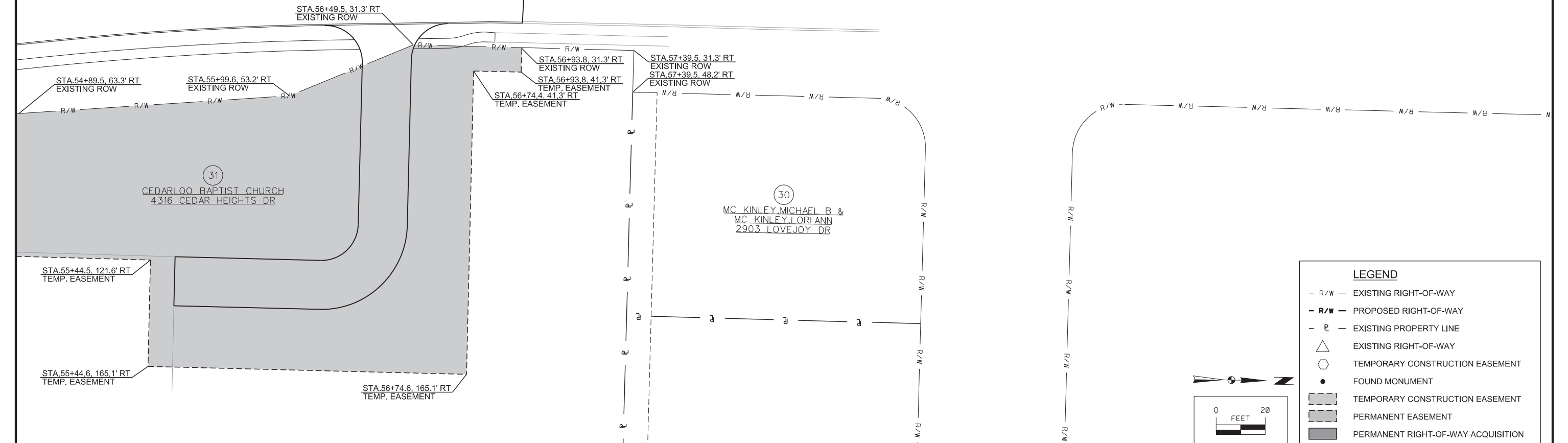
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17  
Creekside Condos



CEDAR HEIGHTS DRIVE

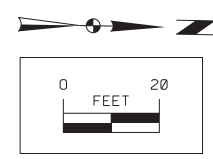


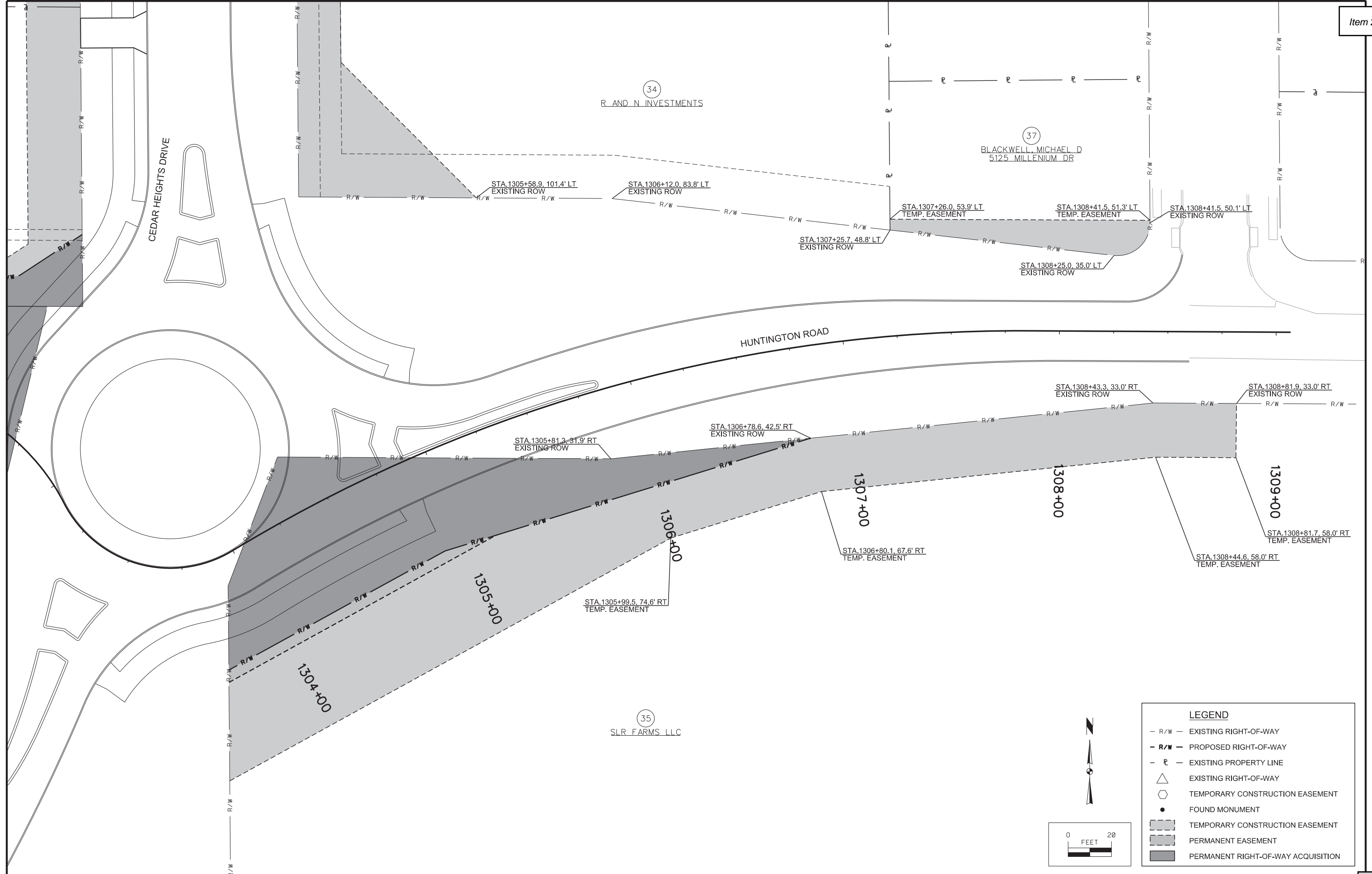
31  
CEDARLOO BAPTIST CHURCH  
4316 CEDAR HEIGHTS DR

30  
MC KINLEY, MICHAEL B &  
MC KINLEY, LORLANN  
2903 LOVEJOY DR

**LEGEND**

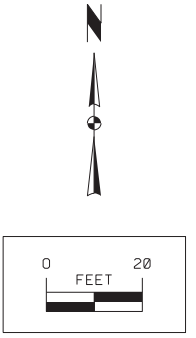
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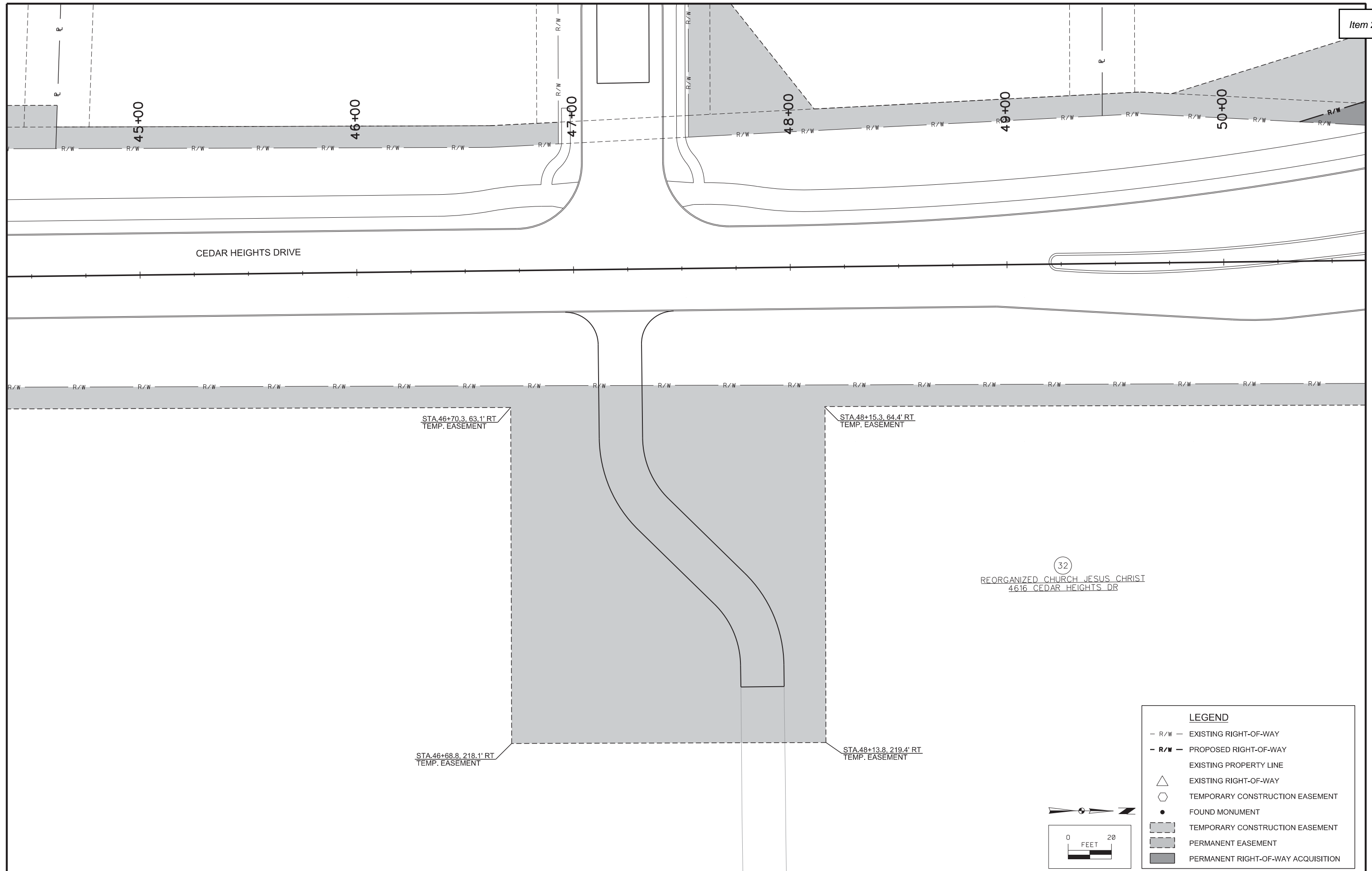




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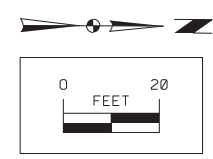
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**LEGEND**

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JPSHEETS 5/12/2020 \\Gemini\Volume\Projects\2019\19.0263.08\CADD\CD\_1190263\_H11.dgn V8IBWHalfWeightPDF.pltcfgr V:\RefLibrary\CADDStandards\Workspace\Standards\Printing\Pen\_Tables\date.tbl Default 1:



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: \_\_\_\_\_  
Parcel Number: 1

County Tax Parcel No: 8913-29-301-008  
Project Name: CEDAR HEIGHTS DRIVE  
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between OSTER PARTNERS, LP, f/k/a OSTER FAMILY LIMITED PARTNERSHIP, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>48,820.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>48,820.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>21,502</u>	sq. ft.	<u>\$42,580.00</u>	
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Temporary Easement	<u>31,525</u>	sq. ft.	<u>\$ 6,240.00</u>	
Permanent Easement	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Buildings			<u>\$ 0.00</u>	
Severance Damages			<u>\$ 0.00</u>	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa, including but not limited to either lost rent or crop damage.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: OSTER PARTNERS, LP

Merrill Oster  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 By: Name \_\_\_\_\_

State of Illinois

County of DuPage

This record was acknowledged before me on the 30 day of October, 2020 by  
Merrill Oster as General Partner of OSTER  
 PARTNERS, LP

David Hickey  
 Signature of notarial officer

DAVID Hickey  
 Printed name of notarial officer

07/10/2024  
 My commission expires





BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_



# IOWA DEPARTMENT OF TRANSPORTATION ACQUISITION PLAT EXHIBIT "A"

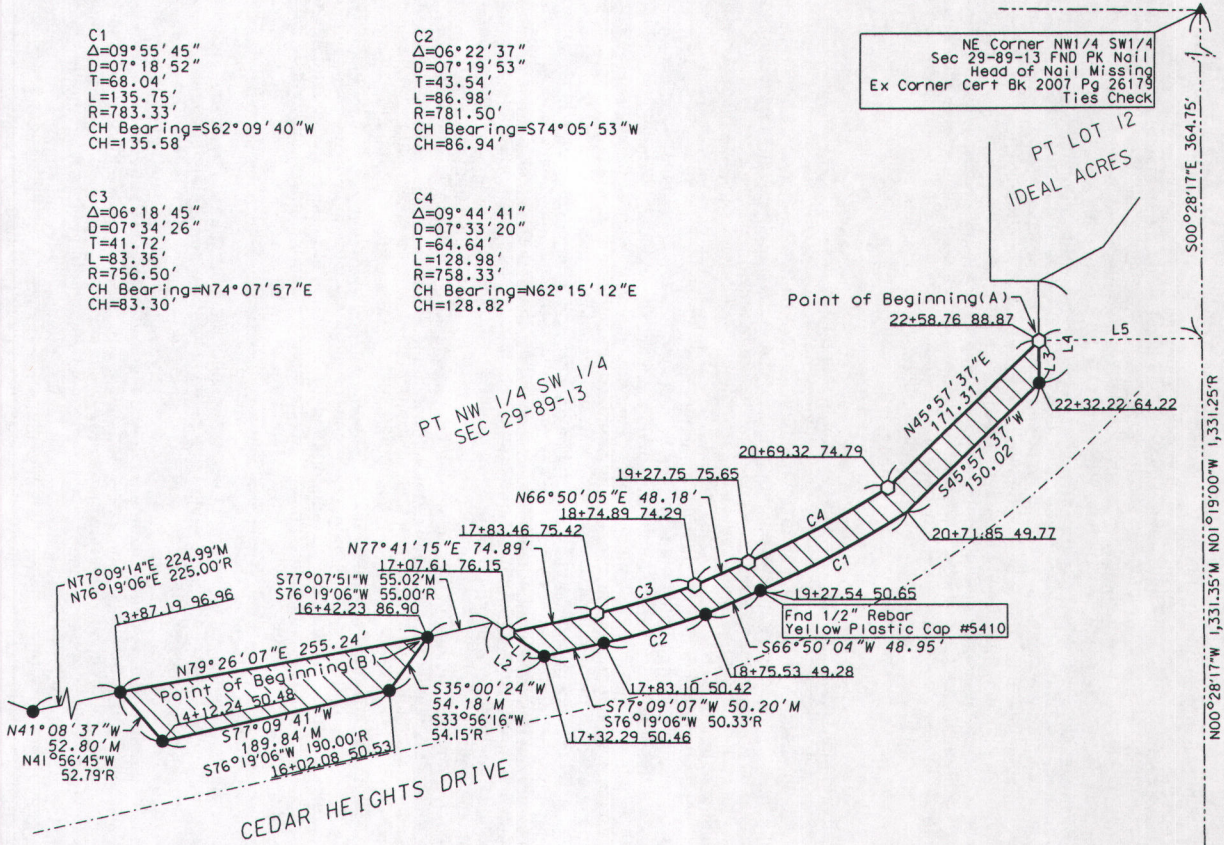
COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
 PROJECT NO. STBG-SWAP-1185()--SG-07 PARCEL NO. 1  
 SECTION 29 TOWNSHIP 89 RANGE 13  
 ROW-FEE 0.49 AC 21,502 S.F. EASE \_\_\_\_\_ S.F. EXCESS-FEE \_\_\_\_\_ S.F.  
 ACCESS RIGHTS ACQUIRED STA \_\_\_\_\_ - STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE  
 ACCESS RIGHTS ACQUIRED STA \_\_\_\_\_ - STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE  
 ACQUIRED FROM OSTER PARTNERS, LP

**C1**  
 $\Delta=09^{\circ}55'45''$   
 $D=07^{\circ}18'52''$   
 $L=68.04'$   
 $T=135.75'$   
 $R=783.33'$   
 CH Bearing= $S62^{\circ}09'40''W$   
 CH=135.58'

**C2**  
 $\Delta=06^{\circ}22'37''$   
 $D=07^{\circ}19'53''$   
 $T=43.54'$   
 $L=86.98'$   
 $R=781.50'$   
 CH Bearing= $S74^{\circ}05'53''W$   
 CH=86.94'

**C3**  
 $\Delta=06^{\circ}18'45''$   
 $D=07^{\circ}34'26''$   
 $L=41.72'$   
 $T=83.35'$   
 $R=756.50'$   
 CH Bearing= $N74^{\circ}07'57''E$   
 CH=83.30'

**C4**  
 $\Delta=09^{\circ}44'41''$   
 $D=07^{\circ}33'20''$   
 $T=64.64'$   
 $L=128.98'$   
 $R=758.33'$   
 CH Bearing= $N62^{\circ}15'12''E$   
 CH=128.82'



Line	Direction	Distance
L1	N56°40'05"W	35.62'
L2 (M)	N56°40'05"W	50.59'
L2 (R)	N57°28'48"W	50.57'
L3	S0°29'18"E	34.49'
L4 (M)	S0°29'18"E	83.32'
L4 (R)	N0°21'22"E	83.14'
L5	S89°31'43"W	290.47'

AREA A 12,250 S.F. 0.28 AC  
 AREA B 9,252 S.F. 0.21 AC  
 TOTAL 21,502 S.F. 0.49 AC

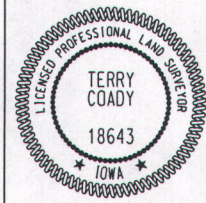
SE Corner NW1/4 SW1/4  
 Sec 29-89-13 FND 3/4" Pipe  
 Ex Corner Cert Bk 2009 Pg 8576  
 Ties Check

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.

*Terry Coady* 10/21/20  
 TERRY COADY DATE:

License number 18643  
 My License Renewal Date is December 31, 2021

Pages covered by this seal: \_\_\_\_\_  
 EXHIBIT "A" ONLY



- ▲ FOUND SECTION CORNER
- FOUND RIGHT OF WAY RAIL
- FOUND 1/2" REBAR YELLOW PLASTIC CAP #8505
- SET 1/2" REBAR YELLOW PLASTIC CAP #18643

0 50' 100'

1" = 100'

DATE REVISED \_\_\_\_\_  
 DATE DRAWN \_\_\_\_\_  
 SCALE 1" = 100'



FEE GRANTED FOR HIGHWAY PURPOSES IS TO LAND DESCRIBED AS FOLLOWS:

AREA "A"

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5<sup>TH</sup> P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°28'17" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 364.75 FEET; THENCE SOUTH 89°31'43" WEST, 290.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE AND TO THE POINT OF BEGINNING; THENCE SOUTH 00°29'18" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 34.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE; THENCE SOUTH 45°57'37" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.02 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 783.33 FEET, WHOSE ARC LENGTH IS 135.75 FEET AND WHOSE CHORD BEARS SOUTH 62°09'40" WEST, 135.58 FEET; THENCE SOUTH 66°50'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 48.95 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 781.50 FEET, WHOSE ARC LENGTH IS 86.98 FEET AND WHOSE CHORD BEARS SOUTH 74°05'53" WEST, 86.94 FEET; THENCE SOUTH 77°09'07" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 50.20 FEET; THENCE NORTH 56°40'05" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 35.62 FEET; THENCE NORTH 77°41'15" EAST, 74.89 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 756.50 FEET, WHOSE ARC LENGTH IS 83.35 FEET AND WHOSE CHORD BEARS NORTH 74°07'57" EAST, 83.30 FEET; THENCE NORTH 66°50'05" EAST, 48.18 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 758.33 FEET, WHOSE ARC LENGTH IS 128.98 FEET AND WHOSE CHORD BEARS NORTH 62°15'12" EAST, 128.82 FEET; THENCE NORTH 45°57'37" EAST, 171.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 AC. (12,250 S.F.)

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AREA "B"

A PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5<sup>TH</sup> P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AS SHOWN ON THE ACQUISITION PLAT EXHIBIT "A", ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:









COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 29; THENCE SOUTH 00°28'17" EAST ALONG THE EAST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, A DISTANCE OF 364.75 FEET; THENCE SOUTH 89°31'43" WEST, 290.47 FEET TO THE WEST RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE; THENCE SOUTH 00°29'18" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 34.49 FEET TO THE NORTH RIGHT-OF-WAY LINE OF CEDAR HEIGHTS DRIVE; THENCE SOUTH 45°57'37" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 150.02 FEET; THENCE SOUTHWESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS IS 783.33 FEET, WHOSE ARC LENGTH IS 135.75 FEET AND WHOSE CHORD BEARS SOUTH 62°09'40" WEST, 135.58 FEET; THENCE SOUTH 66°50'04" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 48.95 FEET; THENCE WESTERLY CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 781.50 FEET, WHOSE ARC LENGTH IS 86.98 FEET AND WHOSE CHORD BEARS SOUTH 74°05'53" WEST, 86.94 FEET; THENCE SOUTH 77°09'07" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 50.20 FEET; THENCE NORTH 56°40'05" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 50.59 FEET; THENCE SOUTH 77°07'51" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 55.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 35°00'24" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 54.18 FEET; THENCE SOUTH 77°09'41" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 189.84 FEET; THENCE NORTH 41°08'37" WEST CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, 52.80 FEET; THENCE NORTH 79°26'07" EAST, 255.24 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.21 AC. (9,252 S.F.)

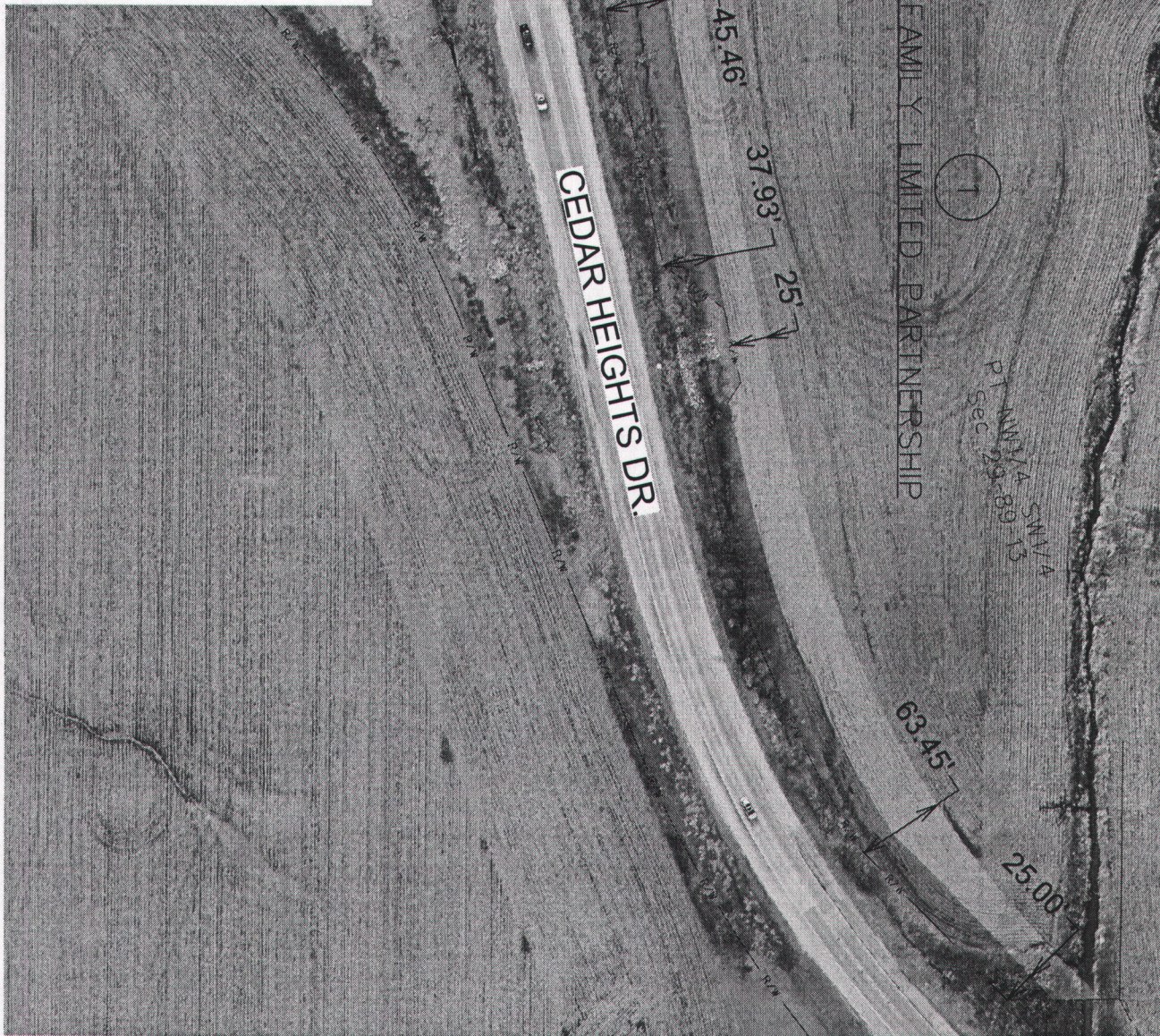
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.



EXHIBIT "B"

LEGEND

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  - R/W - PROPOSED RIGHT-OF-WAY
-  - R/W - EXISTING RIGHT-OF-WAY
-  - - - - PROPOSED SANITARY SEWER
-  - - - - PROPOSED STORM SEWER
-  ◆◆◆◆ PROPOSED WATER MAIN
-  ——— LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION <b>PARCEL 01 - OSTER FAMILY LIMITED PARTNERSHIP</b>		SCALE: 1" = 120'
		DATE: 10/01/2019 Revised 10/21/2020
		PROJECT #: STBG-SWAP- 1185(652)-SG-07



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by OSTER PARTNERS, LP, f/k/a OSTER FAMILY LIMITED PARTNERSHIP (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.



4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



GRANTOR: OSTER PARTNERS, LP

By: Merrill Oster

Name: Merrill Oster

Title: General Partner

State of Illinois )

County of DuPage )

This record was acknowledged before me on the 30 day of October, 2020 by Merrill Oster, as General Partner of OSTER PARTNERS, LP



David Hickey  
Signature of notarial officer

My commission expires: 07/10/2024



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

My Commission Expires:

\_\_\_\_\_

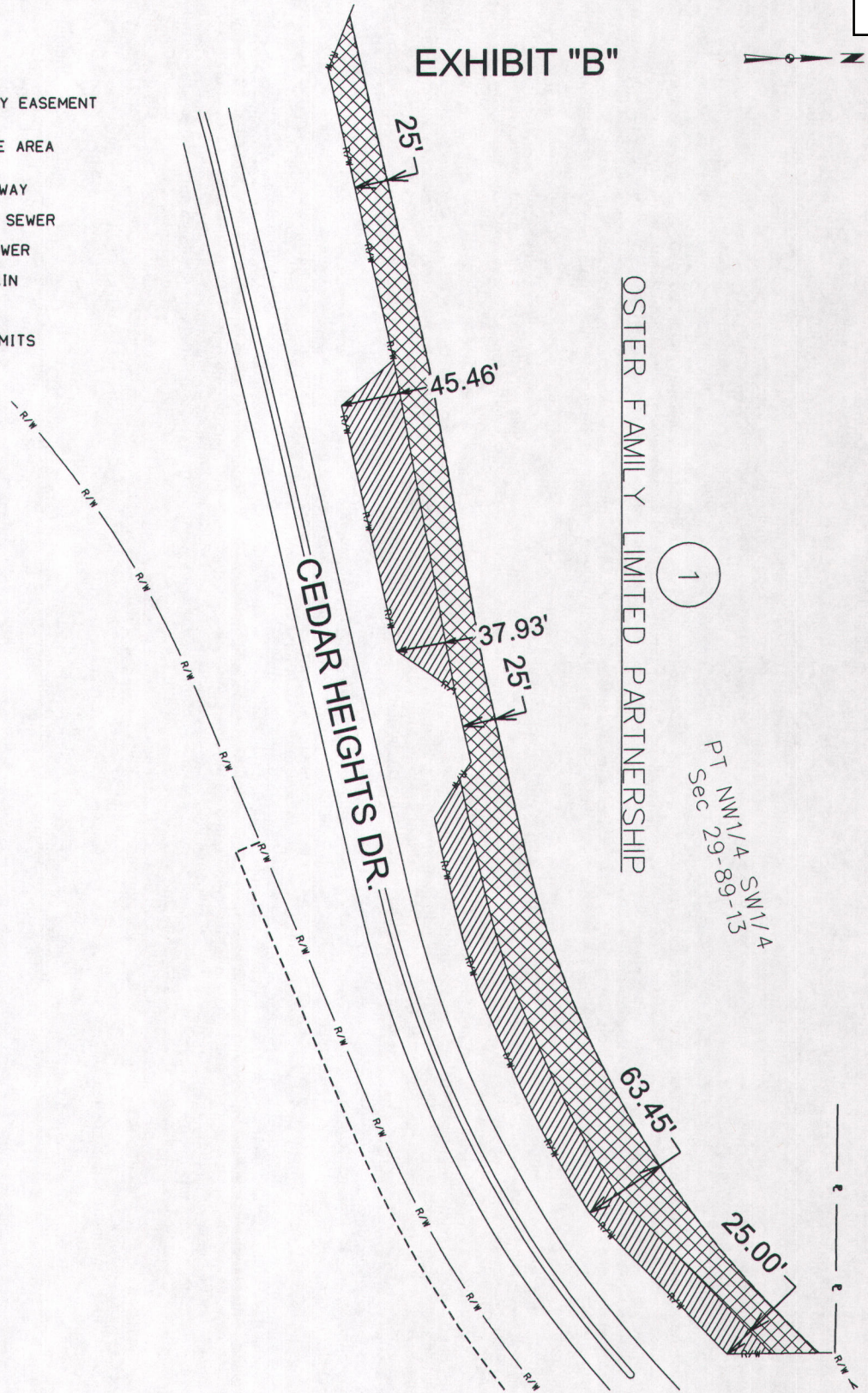


# EXHIBIT "B"



## LEGEND

- PROPOSED TEMPORARY EASEMENT AREA (31,525 SF)
- PROPOSED FEE TITLE AREA (21,502 SF)
- R/W - EXISTING RIGHT-OF-WAY
- PROPOSED SANITARY SEWER
- === PROPOSED STORM SEWER
- ◆◆◆ PROPOSED WATER MAIN
- LOT LINE
- NORTHERN SWALE LIMITS



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION  
**PARCEL 01 - OSTER FAMILY LIMITED PARTNERSHIP**

SCALE:  
1" = 120'



DATE:  
10/01/2019  
Revised 10/21/2020  
PROJECT #:  
STBG-SWAP-1185(652)-SG-07



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 5205 Cedar Heights Drive

County Tax Parcel No: 8913-29-301-001

Parcel Number: 2

Project Name: CEDAR HEIGHTS DRIVE  
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between GREEHILL ESTATES, INC, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Acquisition Plat (Exhibit A)  
See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>16,060.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>16,060.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres      sq. ft. = square feet

Land by Fee Title	<u>7,579</u>	sq. ft.	<u>\$15,010.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>
Temporary Easement	<u>5,282</u>	sq. ft.	<u>\$ 1,050.00</u>
Permanent Easement	<u>0</u>	sq. ft.	<u>\$ 0.00</u>
Buildings			<u>\$ 0.00</u>
Severance Damages			<u>\$ 0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement



Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa, including but not limited to either lost rent or crop damage.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: **GREEHILL ESTATES, INC.**

\_\_\_\_\_  
 Seller Date  
 By: Merrill Oster  
 Its: President  
 State of Illinois  
 County of DuPage

Merrill Oster  
 By: Name

This record was acknowledged before me on the 30 day of October, 2020 by  
Merrill Oster as President of GREENHILL  
 ESTATES, INC.

David Hickey  
 Signature of notarial officer



David Hickey  
 Printed name of notarial officer  
07/10/2024  
 My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:









This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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

My Commission Expires:  
\_\_\_\_\_



**LEGEND**

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  PROPOSED RIGHT-OF-WAY
-  EXISTING RIGHT-OF-WAY
-  PROPOSED SANITARY SEWER
-  PROPOSED STORM SEWER
-  PROPOSED WATER MAIN
-  LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION  
**PARCEL 02 - GREENHILL ESTATES INC**

SCALE:  
 1" = 60'

DATE:  
 10/01/2019  
 REVISED 3/17/2020

PROJECT #:  
 STBG-SWAP-1185()-SG-07





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

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by GREEHILL ESTATES, INC ("Grantor"), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa ("Grantee"). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the "Easement Area").

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee's cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor's property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee's exercise and enjoyment of the easement rights hereinabove conveyed.



4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2022; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



GRANTOR: GREEHILL ESTATES, INC

By: Merrill Oster

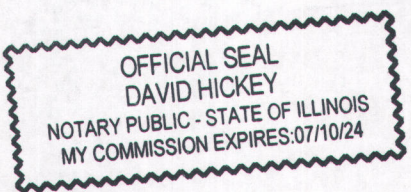
Name: Merrill Oster

Title: President

State of Illinois )

County of DuPage )

This record was acknowledged before me on the 2 day of November, 2020 by Merrill Oster, as President of GREEHILL ESTATES, INC.



David Hickey  
Signature of notarial officer

My commission expires: 07/10/2024



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

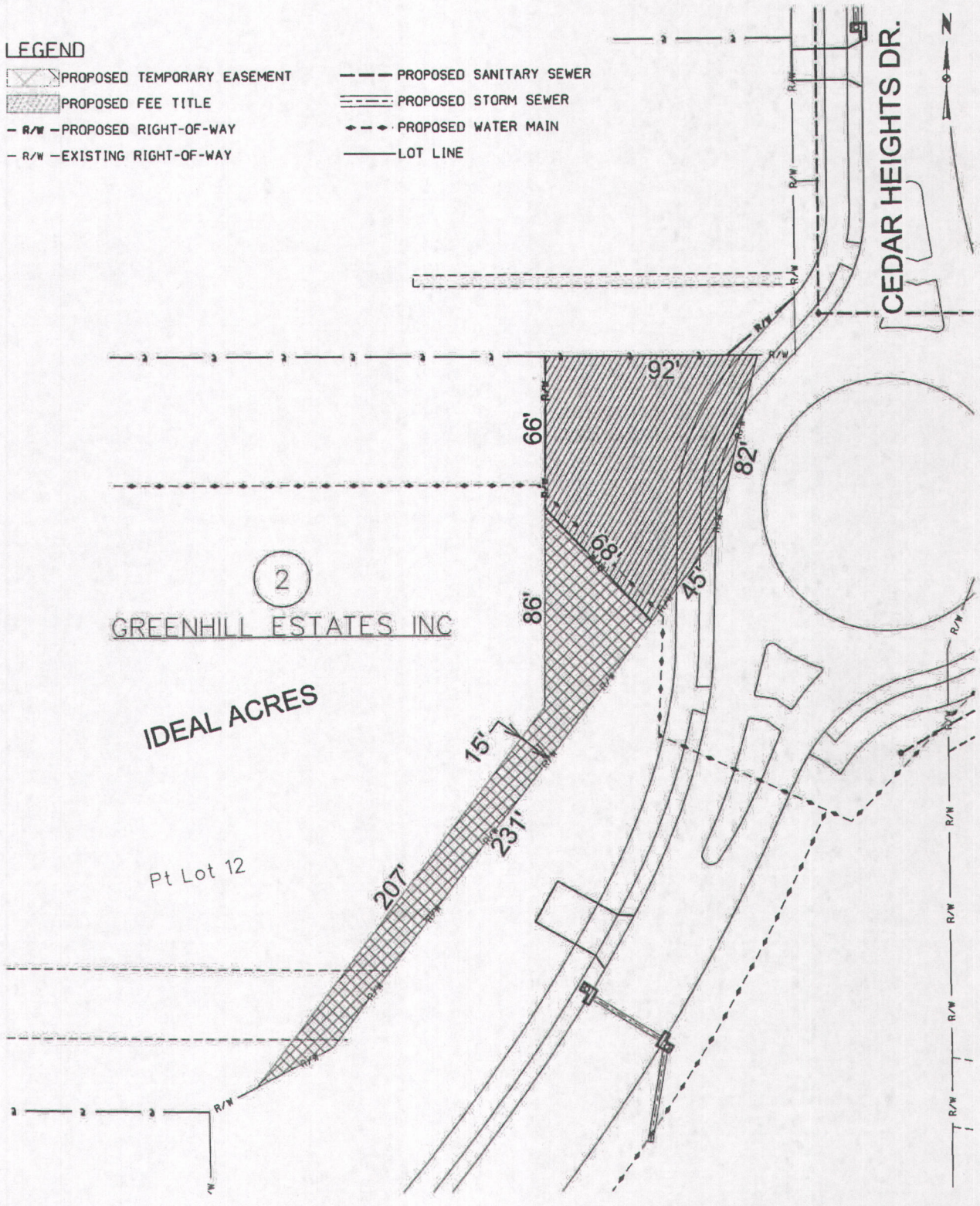
My Commission Expires:

\_\_\_\_\_



**LEGEND**

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  - R/W - PROPOSED RIGHT-OF-WAY
-  - R/W - EXISTING RIGHT-OF-WAY
-  --- PROPOSED SANITARY SEWER
-  === PROPOSED STORM SEWER
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-  ——— LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION  
 PARCEL 02 - GREENHILL ESTATES INC

SCALE:  
 1" = 60'

DATE:  
 10/01/2019  
 REVISED 3/17/2020

PROJECT #:  
 STBG-SWAP-1185()-SG-07



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 3/17/2020  
 jhp



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: \_\_\_\_\_  
Parcel Number: 9

County Tax Parcel No: 8913-29-151-004  
Project Name: CEDAR HEIGHTS DRIVE  
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between OSTER PARTNERS, LP, f/n/a OSTER FAMILY LIMITED PARTNERSHIP, Seller, and the  
City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,570.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,570.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Temporary Easement	<u>7,920</u>	sq. ft.		\$ <u>1,570.00</u>
Permanent Easement	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Buildings				\$ <u>0.00</u>
Severance Damages				\$ <u>0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

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- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa, including but not limited to either lost rent or crop damage.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: OSTER PARTNERS, LP

Merrill Oster  
 Seller \_\_\_\_\_ Date \_\_\_\_\_  
 By: Merrill Oster  
 Its: General Partner  
 State of Illinois  
 County of DePage

\_\_\_\_\_  
By: Name

This record was acknowledged before me on the 30 day of October, 2020 by Merrill Oster as General Partner of OSTER PARTNERS, LP

David Hickey  
 Signature of notarial officer



DAVID Hickey  
 Printed name of notarial officer  
07/10/2024  
 My commission expires



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

### TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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See Exhibit A attached (the “Easement Area”).

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3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.



4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

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8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



GRANTOR: OSTER PARTNERS, LP

By: Merrill Oster

Name: Merrill Oster

Title: General Partner

State of Illinois )

County of Dodage )

This record was acknowledged before me on the 30 day of October, 2020 by Merrill Oster, as General Partner of OSTER PARTNERS, LP

David Mackey  
Signature of notarial officer

My commission expires: 07/10/2024



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

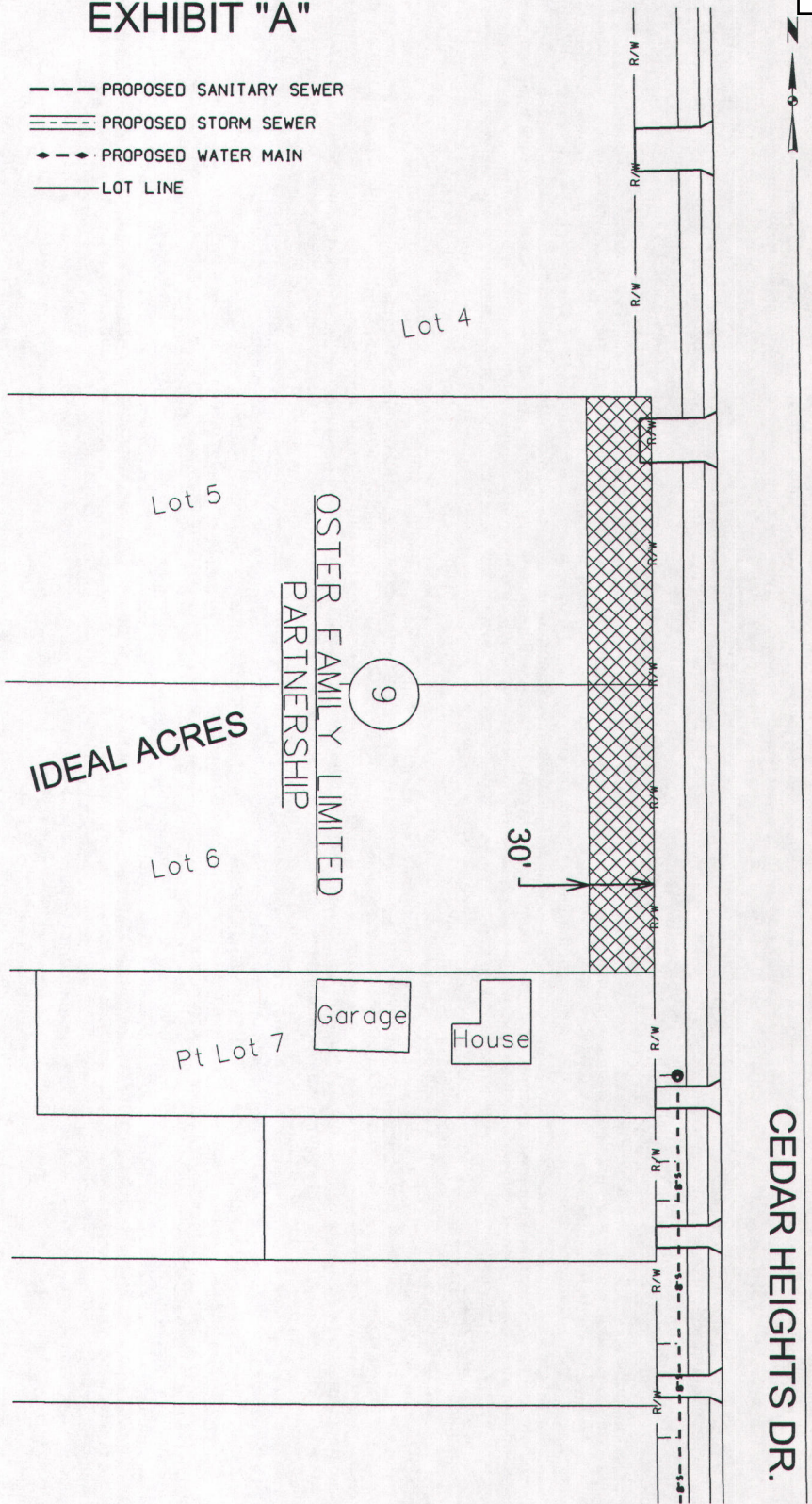
My Commission Expires:  
\_\_\_\_\_



# EXHIBIT "A"

## LEGEND

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  - R/W - PROPOSED RIGHT-OF-WAY
-  - R/W - EXISTING RIGHT-OF-WAY
-  - - - PROPOSED SANITARY SEWER
-  - - - PROPOSED STORM SEWER
-  - - - PROPOSED WATER MAIN
-  - - - LOT LINE



CEDAR HEIGHTS DR.

PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION <b>PARCEL 09 - OSTER FAMILY LIMITED PARTNERSHIP</b>		SCALE: 1" = 80'
		
DATE: 10/01/2019 Revised 10/20/2020		PROJECT #: STBG-SWAP-1185(652)-SG-07







Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

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8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



GRANTOR: OSTER PARTNERS, LP

By: Merrill Oster

Name: Merrill Oster

Title: General Partner

State of Illinois )

County of DuPage )

This record was acknowledged before me on the 30 day of October, 2020, by Merrill Oster, as General Partner of OSTER PARTNERS, LC.



David Hickey  
Signature of notarial officer

My commission expires: 07/10/2024



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

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






My Commission Expires:

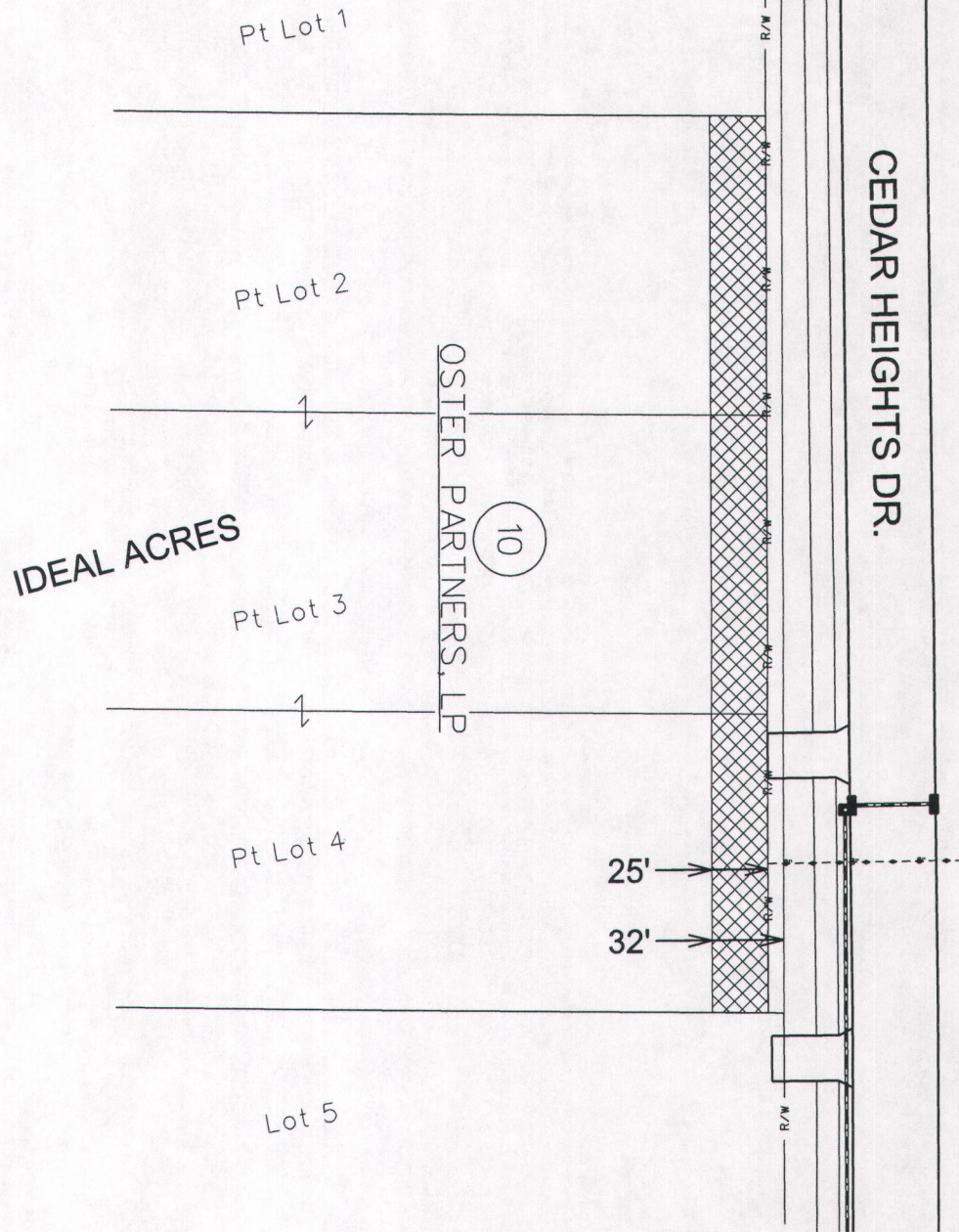
\_\_\_\_\_



# EXHIBIT "A"

## LEGEND

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  - R/W - PROPOSED RIGHT-OF-WAY
-  - R/W - EXISTING RIGHT-OF-WAY
-  - - - - PROPOSED SANITARY SEWER
-  - - - - PROPOSED STORM SEWER
-  - - - - PROPOSED WATER MAIN
-  - - - - LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION  
**PARCEL 10 - OSTER PARTNERS, LP**

SCALE:  
 1" = 80'

DATE:  
 10/01/2019  
 Revised 10/20/2020

PROJECT #:  
 STBG-SWAP-  
 1185(652)-SG-07





**CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT**

Property Address: \_\_\_\_\_  
Parcel Number: 10

County Tax Parcel No: **8913-29-151-008**  
Project Name: CEDAR HEIGHTS DRIVE  
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()--SG-07

**THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between OSTER PARTNERS, LP, Seller, and the City of Cedar Falls, Iowa, Buyer.**

- Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>1,960.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>1,960.00</u>	<b>TOTAL LUMP SUM</b>	

BREAKDOWN: ac. = acres	sq. ft. = square feet	
Land by Fee Title	<u>0</u> sq. ft.	<u>\$ 0.00</u>
Underlying Fee Title	<u>0</u> sq. ft.	<u>\$ 0.00</u>
Temporary Easement	<u>9,899</u> sq. ft.	<u>\$ 1,960.00</u>
Permanent Easement	<u>0</u> sq. ft.	<u>\$ 0.00</u>
Buildings		<u>\$ 0.00</u>
Severance Damages		<u>\$ 0.00</u>

- Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.







BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:









This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by James P. Brown, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

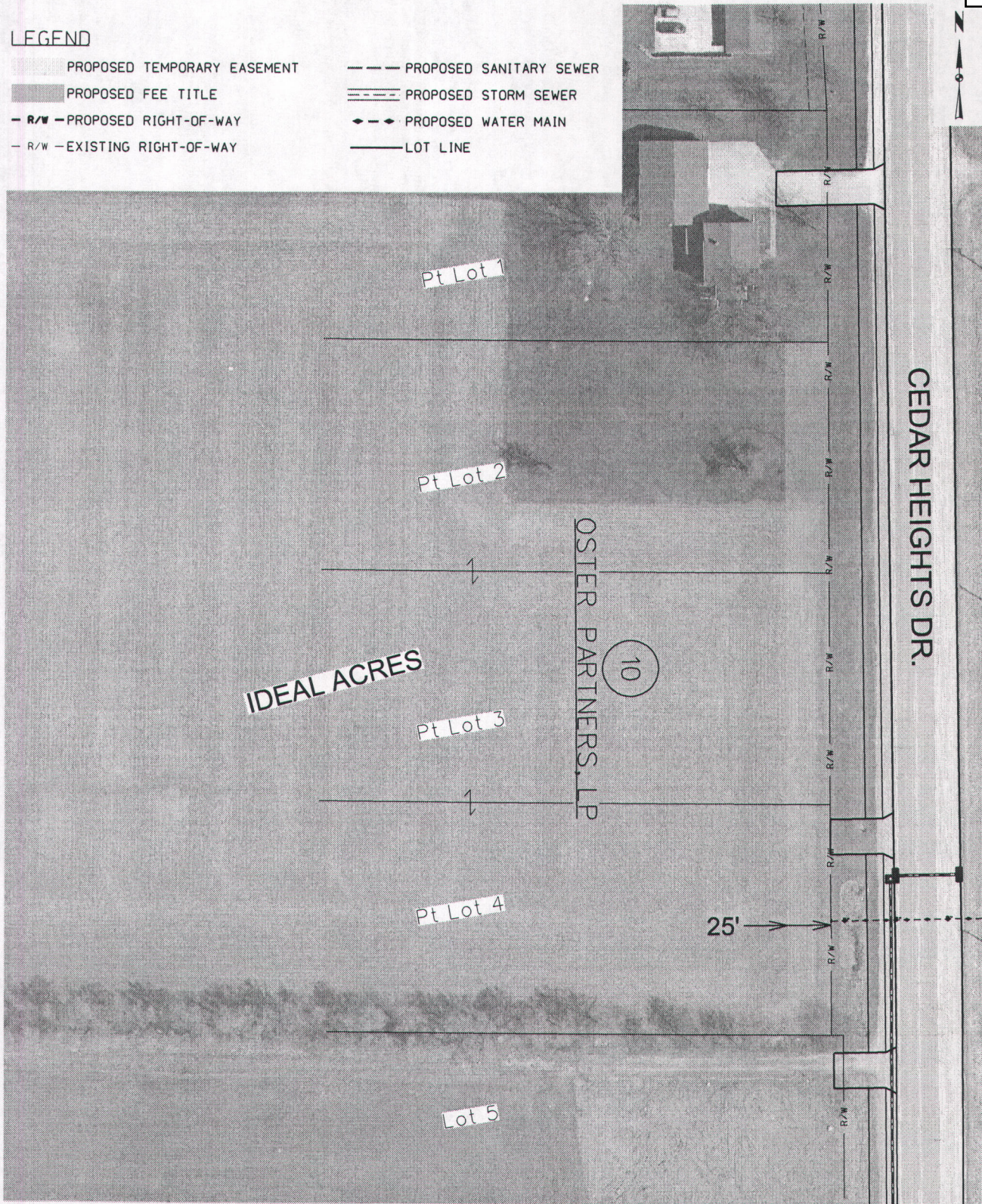
\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:  
\_\_\_\_\_



LEGEND

-  PROPOSED TEMPORARY EASEMENT
-  PROPOSED FEE TITLE
-  - R/W - PROPOSED RIGHT-OF-WAY
-  - R/W - EXISTING RIGHT-OF-WAY
-  - - - PROPOSED SANITARY SEWER
-  - - - - PROPOSED STORM SEWER
-  - - - - PROPOSED WATER MAIN
-  - - - - LOT LINE



PROJECT NAME: CEDAR HEIGHTS DRIVE PCC PAVEMENT RECONSTRUCTION  
 PARCEL 10 - OSTER PARTNERS, LP

SCALE:  
 1" = 80'



DATE:  
 10/01/2019  
 Revised 10/12/2020  
 PROJECT #:  
 STBG-SWAP-  
 1185(652)-SG-07





## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM Engineering Division

**TO:** Honorable Mayor Robert M. Green and City Council

**FROM:** David Wicke, PE, City Engineer

**DATE:** November 11, 2020

**SUBJECT:** Union Road Trail Project  
 City Project Number: RT-000-3217  
 Property Acquisitions & Temporary Easements

The City of Cedar Falls is in the final design phase of the Union Road Trail Project, acquisitions of the necessary right of way needs are underway to meet the City's funding years for construction. The utilities and other infrastructure work will be started early next year. The Union Road Trail project will include construction of a recreational trail from West 12<sup>th</sup> Street to West 27<sup>th</sup> Street. The new trail will be 8 to 10-ft wide and a continuation of the trail completed north of West 12<sup>th</sup> Street in 2016. The trail parallels Union road which has a rural cross section.

Appraisals and offers have been sent to the properties that will be impacted by the construction of this trail project. The owners of the following properties have accepted our offer.

Parcel #	Owner	Address	Acquisition Type
1	David E. Sires & Lisa A. Sires	4005 W. 27 <sup>th</sup> Street	Temporary Easement
2	Black Hawk County	2602 Union Road	Temporary Easement
3	David E. Sires & Lisa A. Sires	2508 Union Road	Temporary Easement
5	Elizabeth A. Rath	2016 Union Road	Temporary Easement
8	Michael L. Goyen & Denise I. Goyen	1712 Union Road	Temporary Easement
9	Gale Bonsall	Part NW ¼ Sec. 15-89-14	Temporary Easement
10	Michael F. Girsch & Sue C. Girsch	1608 Union Road	Temporary Easement
11	Michael F. Girsch & Sue C. Girsch	1608 Union Road	Temporary Easement

Attached is a map that identifies the location of these properties.

The City will use General Obligation funds and the Surface Transportation Block Grant for the design and right of way portion of this project. The City entered into a Professional Services Agreement with Snyder and Associates, of Cedar Rapids, Iowa, on December 2, 2019 for property acquisition and design services. Funds for this project are identified in the

Cedar Falls Capital Improvements Program in FY20 and FY21 under item number 24. If approved, the City Attorney will prepare the necessary closing documents and staff will complete the acquisition process for these parcels.

Staff recommends that the City Council state their support in the form of a resolution approving the acquisitions and authorize the Mayor to execute the agreements for the Union Road Trail project.

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

xc: Chase Schrage, Director of Public Works















CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

*Union Road  
Bike Trail*

Property Address: Cedar Heights Drive County Tax Parcel No: 8913-29-151-011  
Parcel Number: 1 Project Name: CEDAR HEIGHTS DRIVE  
PCC PAVEMENT RECONSTRUCTION

Project Number: STBG-SWAP-1185()-SG-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between DAVID E. SIRES & LISA A. SIRES, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>185.00</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>185.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Underlying Fee Title	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Temporary Easement	<u>638</u>	sq. ft.	<u>\$ 185.00</u>	
Permanent Easement	<u>0</u>	sq. ft.	<u>\$ 0.00</u>	
Buildings			<u>\$ 0.00</u>	
Severance Damages			<u>\$ 0.00</u>	

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:  
\_\_\_\_\_
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

David E. Sires                      9-14-20  
 David E. Sires                      Date

Lisa A. Sires                      \_\_\_\_\_  
 Lisa A. Sires                      Date

For an acknowledgment in an individual capacity:

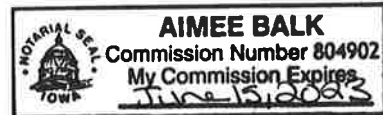
State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9-14-2020

\_\_\_\_\_ (Date) by DAVID E. SIRES & LISA A. SIRES

Aimee Balk  
 Signature of notarial officer



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394

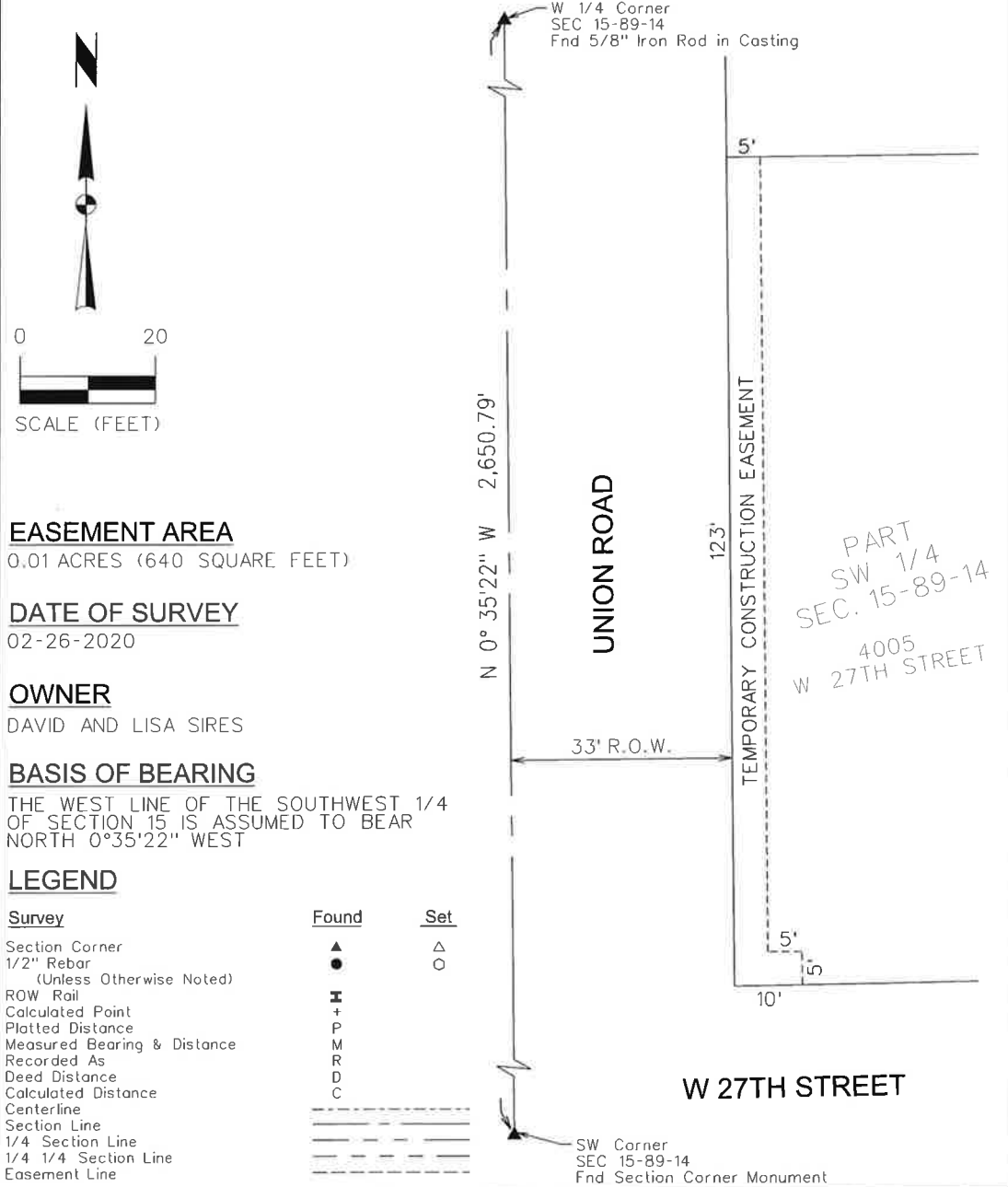
SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 DAVID SIRES  
 LISA SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**  
 0.01 ACRES (640 SQUARE FEET)

**DATE OF SURVEY**  
 02-26-2020

**OWNER**  
 DAVID AND LISA SIRES

**BASIS OF BEARING**  
 THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°35'22" WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	■	
Calculated Point	+	
Plotted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

**UNION ROAD RECREATIONAL TRAIL** SHEET 1 OF 1

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT** PN: 1191151

**S** SNYDER & ASSOCIATES 5005 BOWLING STREET S.W. CEDAR RAPIDS, IA 52404 (319) 362-9394

FLD BK: XX PG:XX DATE: 07/29/20 PM/TECH: LMC/twf



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by DAVID E. SIRES and LISA A. SIRES (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

David E. Sires      9-14-20      Lisa A. Sires  
David E. Sires                      Date                      Lisa A. Sires

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

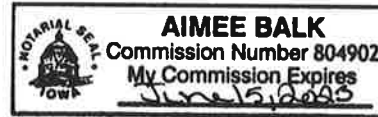
This record was acknowledged before me on Sept. 14, 2020

By DAVID E. SIRES and LISA A. SIRES      Name(s) of individual(s)

Aimee Balk  
Signature of notarial officer

Aimee Balk  
Printed name of notarial officer

June 15, 2023  
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, 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

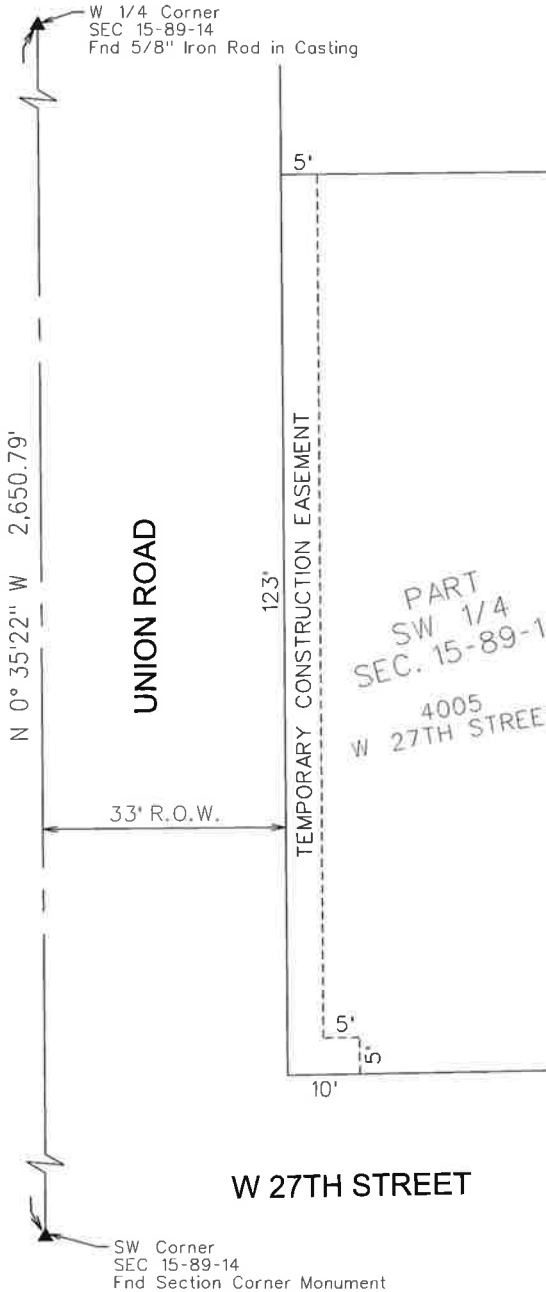
My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 DAVID SIRES  
 LISA SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



PART  
 SW 1/4  
 SEC. 15-89-14  
 4005  
 W 27TH STREET

**EASEMENT AREA**  
 0.01 ACRES (640 SQUARE FEET)

**DATE OF SURVEY**  
 02-26-2020

**OWNER**  
 DAVID AND LISA SIRES

**BASIS OF BEARING**  
 THE WEST LINE OF THE SOUTHWEST 1/4  
 OF SECTION 15 IS ASSUMED TO BEAR  
 NORTH 0°35'22" WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	I	
Calculated Point	+	
Plotted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf

**SNYDER & ASSOCIATES**

5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394





- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER: BLACK HAWK COUNTY, IOWA

[Signature]  
 \_\_\_\_\_  
 Date

Chair Board of Supervisors  
 \_\_\_\_\_  
 Title

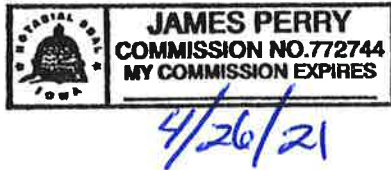
For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9/22/20 (Date)  
 by Chris Schwartz as Board of Supervisor  
 for BLACK HAWK COUNTY, IOWA

[Signature]  
 \_\_\_\_\_  
 Signature of notarial officer



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

### INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394

SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

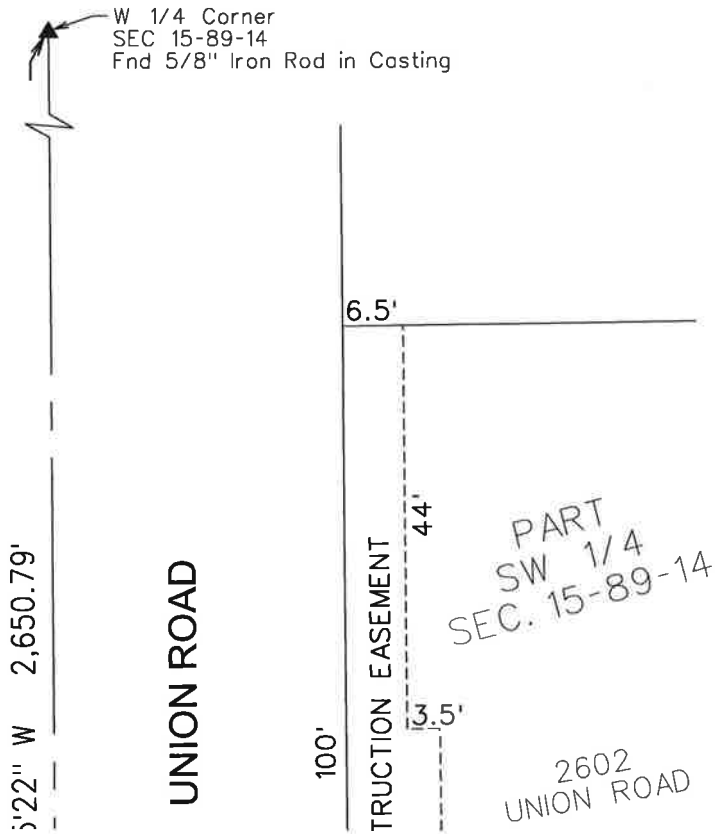
PROPRIETOR:  
 BLACK HAWK COUNTY

## TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



### EASEMENT AREA

0.02 ACRES (846 SQUARE FEET)



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by BLACK HAWK COUNTY (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.



4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 15 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

By:

Name:

Chris Schwartz

Title:

Chair Board of Supervisors

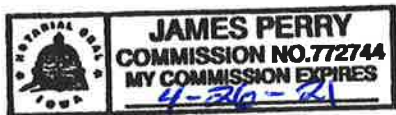
State of

IOWA )

County of

Black Hawk )

This record was acknowledged before me on the 22 day of September, 2020, by Chris Schwartz, as County Supervisor of BLACK HAWK COUNTY, IOWA.



[Signature]  
Signature of notarial officer

My commission expires: 4/26/21

ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

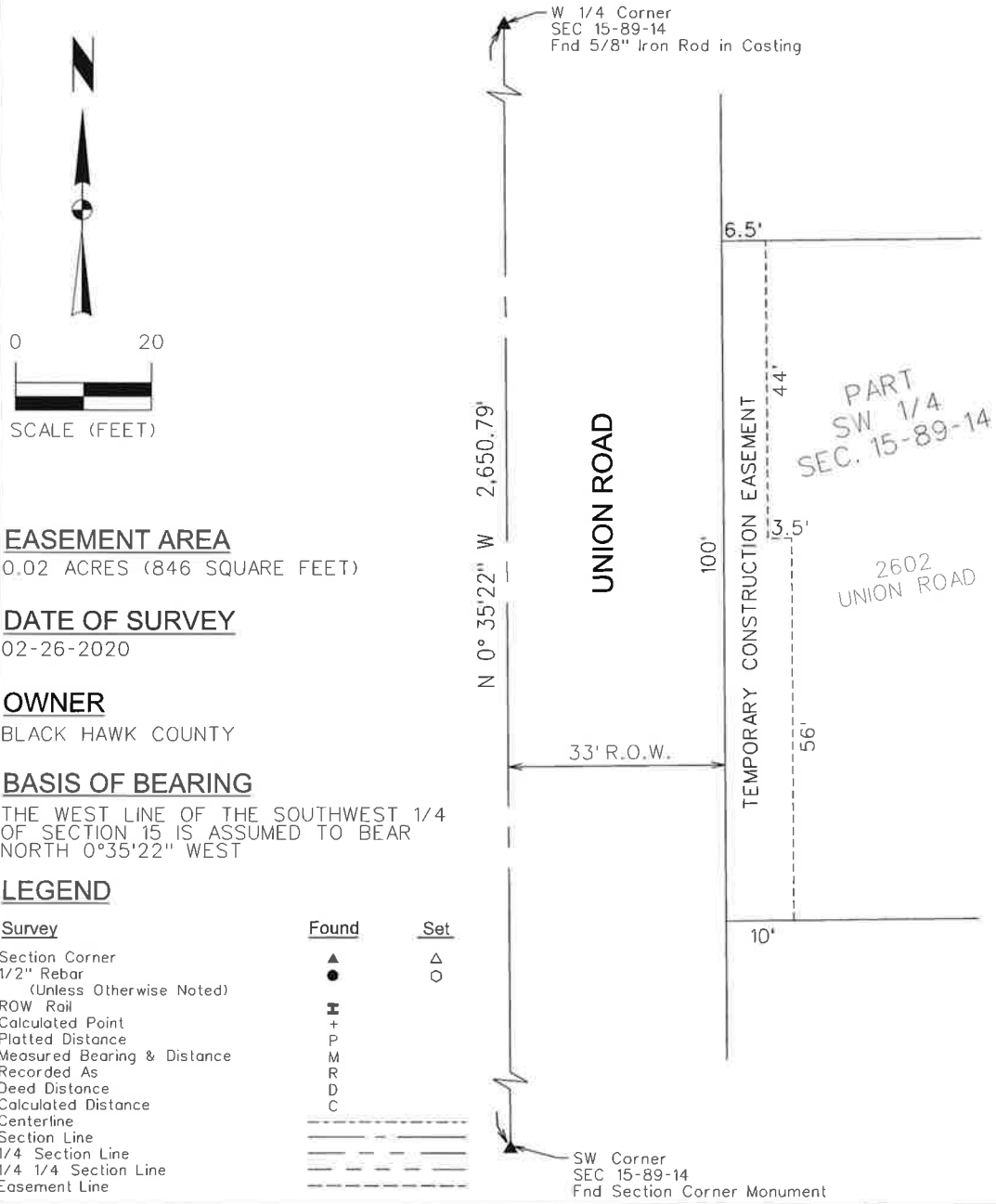
My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
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 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 BLACK HAWK COUNTY

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

0.02 ACRES (846 SQUARE FEET)

**DATE OF SURVEY**

02-26-2020

**OWNER**

BLACK HAWK COUNTY

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^{\circ} 35' 22''$  WEST

**LEGEND**

**Survey**

Section Corner  
 1/2" Rebar  
 (Unless Otherwise Noted)  
 ROW Rail  
 Calculated Point  
 Platted Distance  
 Measured Bearing & Distance  
 Recorded As  
 Deed Distance  
 Calculated Distance  
 Centerline  
 Section Line  
 1/4 Section Line  
 1/4 1/4 Section Line  
 Easement Line

**Found**

▲  
 ●  
 H  
 +  
 P  
 M  
 R  
 D  
 C

**Set**

△  
 ○

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2508 UNION ROAD  
Parcel Number: 3

County Tax Parcel No: 8914-15-351-007  
Project Name: UNION ROAD  
RECREATIONAL TRAIL PROJECT

Project Number: TAP-U-1185(654)--81-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020,  
by and between DAVID E. SIRES & JOY I. SIRES, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>290.00</u>	on possession and	<u>60 days after Buyer approval</u>
	conveyance	
\$ <u>290.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Temporary Easement	<u>1,009</u>	sq. ft.		\$ <u>290.00</u>
Permanent Easement	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Buildings				\$ <u>0.00</u>
Severance Damages				\$ <u>0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.



- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

 9-14-20  
 David E. Sires Date

For an acknowledgment in an individual capacity:

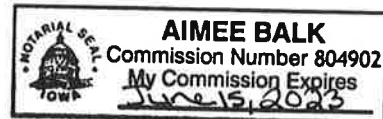
State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9-14-2020

\_\_\_\_\_(Date) by DAVID E. SIRES

  
 Signature of notarial officer



SELLER:

Joy I. Sires  
Joy I. Sires \_\_\_\_\_ Date \_\_\_\_\_  
For an acknowledgment in an individual capacity:

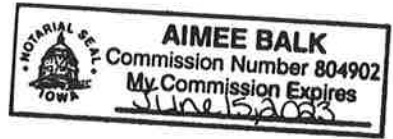
State of IOWA

County of BLACK HAWK

This record was acknowledged before me on 9-14-2020

\_\_\_\_\_(Date) by JOY I. SIRES

Aimee Balk  
Signature of notarial officer



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

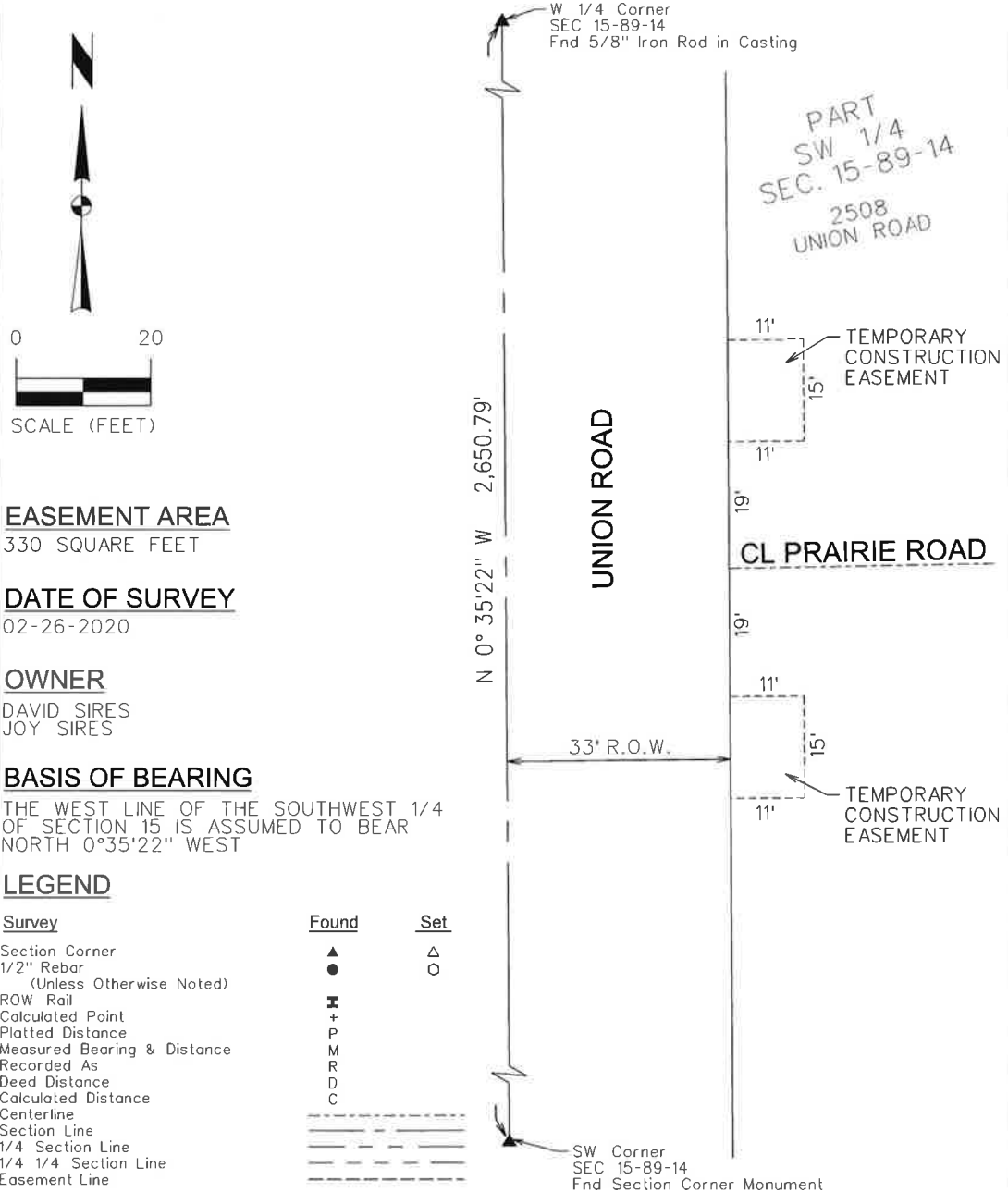
My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

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 CEDAR RAPIDS, IOWA 52404  
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 SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 DAVID SIRES  
 JOY SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

330 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

DAVID SIRES  
 JOY SIRES

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^{\circ} 35' 22''$  WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	≡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



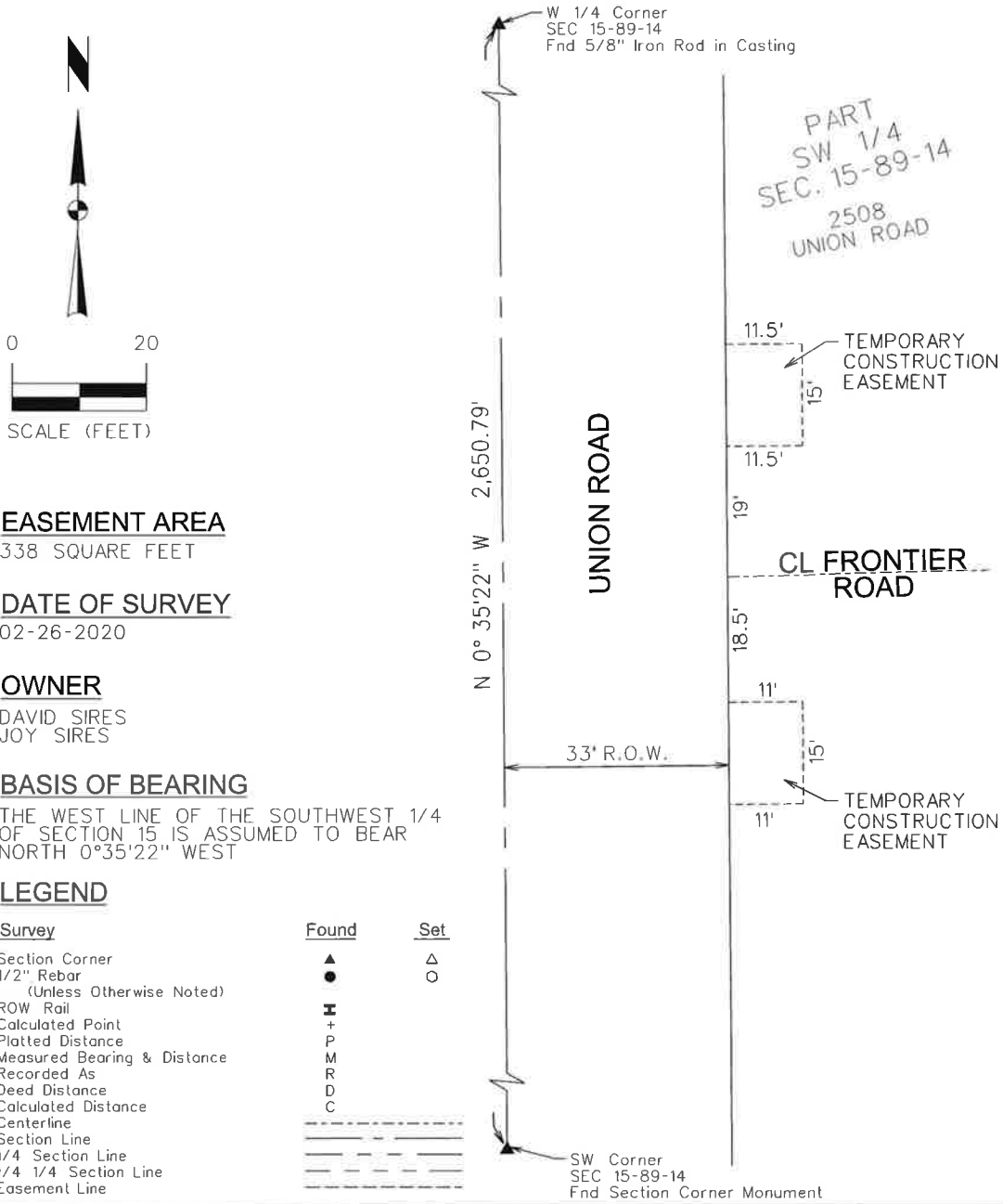
5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/wf

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 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 DAVID SIRES  
 JOY SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

338 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

DAVID SIRES  
 JOY SIRES

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°35'22" WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	≡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



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 CEDAR RAPIDS, IA 52404 (319) 362-9394

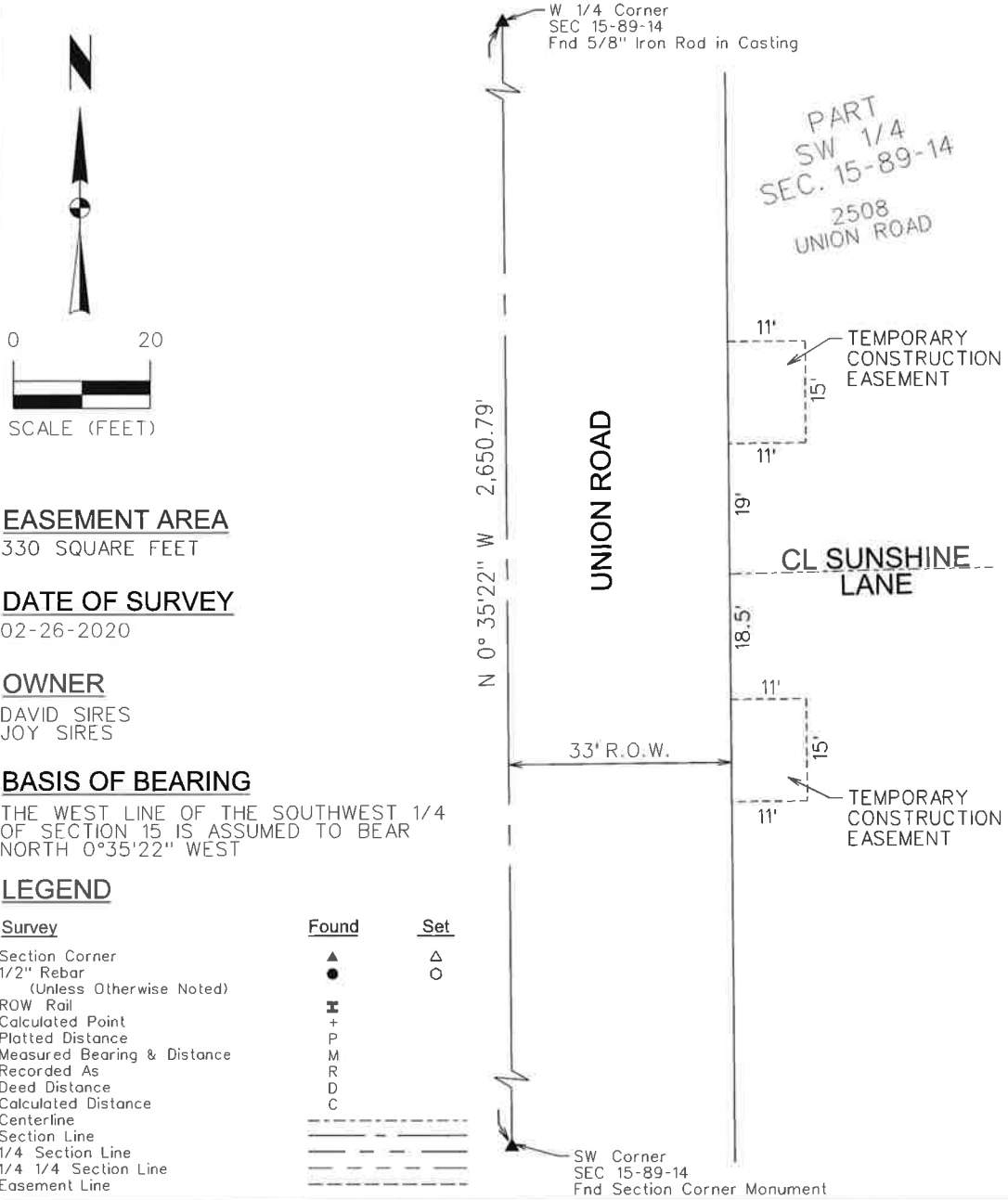
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 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 DAVID SIRES  
 JOY SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

330 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

DAVID SIRES  
 JOY SIRES

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°35'22" WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	H	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Dead Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
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**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



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 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by DAVID E. SIRES and JOY I. SIRES (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

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6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

David E. Sires 9-14-20  
David E. Sires Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

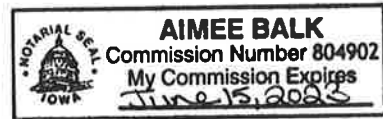
This record was acknowledged before me on Sept. 14, 2020

By DAVID E. SIRES Name(s) of individual(s)

Aimee Balk  
Signature of notarial officer

Aimee Balk  
Printed name of notarial officer

June 15, 2023  
My commission expires



GRANTOR:

Joy I. Sires 9-14-20  
Joy I. Sires Date

For an acknowledgment in an individual capacity:

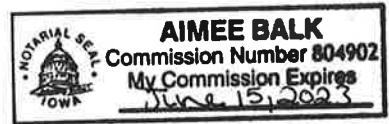
State of Iowa

County of Black Hawk

This record was acknowledged before me on 9/14/2020, 2020

By JOY I. SIRES Name(s) of individual(s)

Aimee Balk  
Signature of notarial officer



Aimee Balk  
Printed name of notarial officer

June 15, 2023  
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

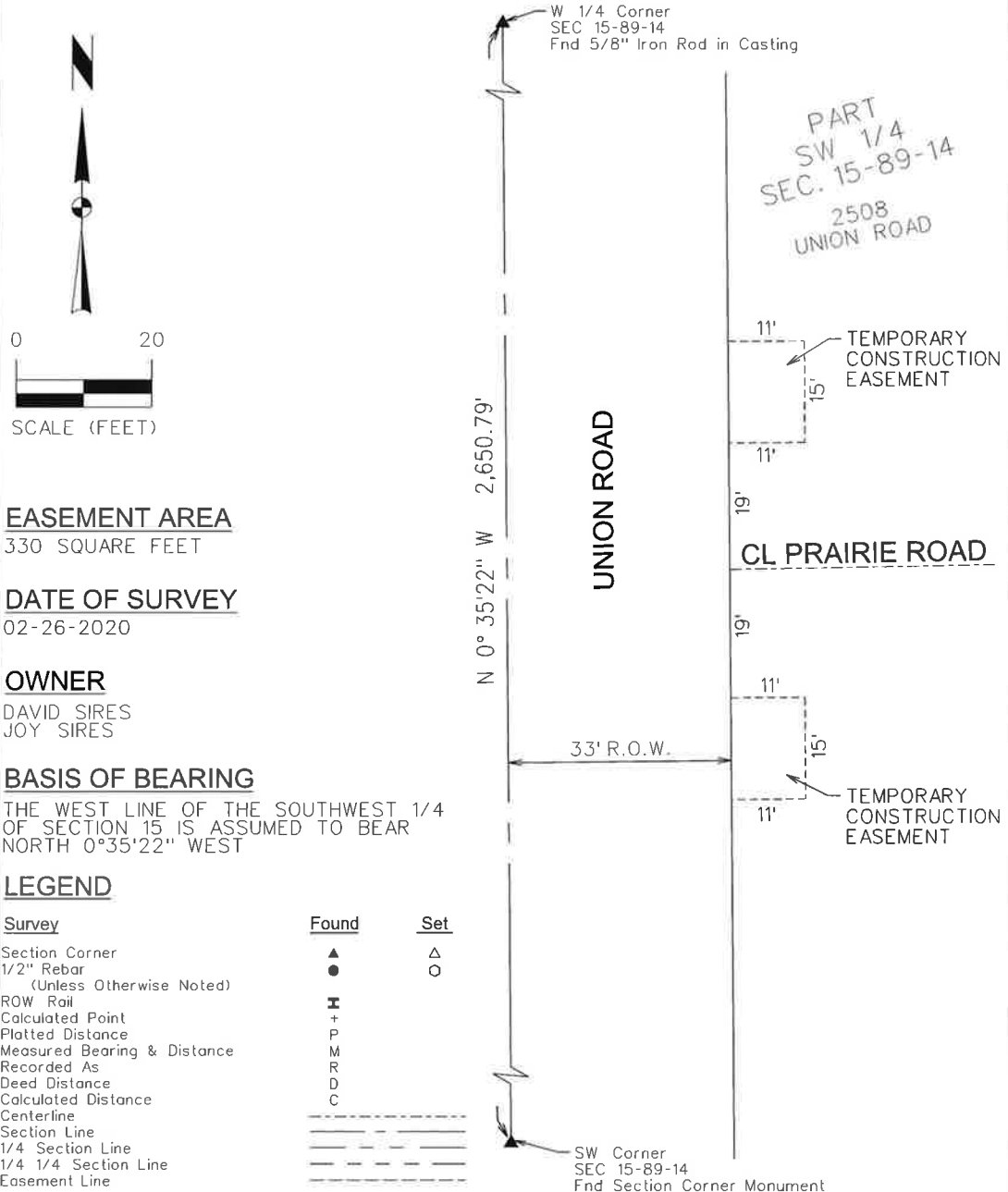
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 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 DAVID SIRES  
 JOY SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

330 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

DAVID SIRES  
 JOY SIRES

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^{\circ} 35' 22''$  WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○
(Unless Otherwise Noted)		
ROW Rail	≡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
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PM/TECH:	LMC/twf

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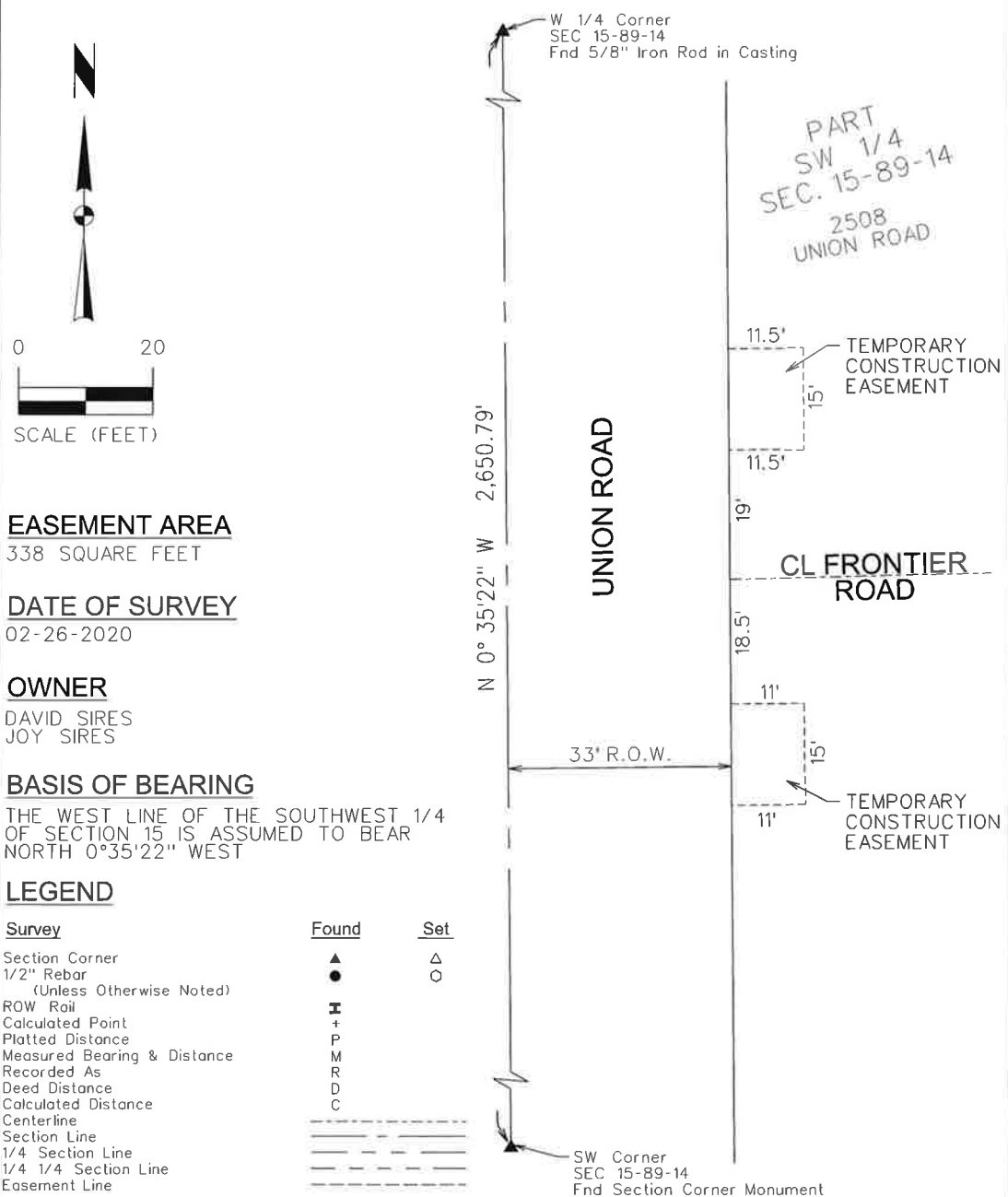
SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 DAVID SIRES  
 JOY SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**  
 338 SQUARE FEET

**DATE OF SURVEY**  
 02-26-2020

**OWNER**  
 DAVID SIRES  
 JOY SIRES

**BASIS OF BEARING**  
 THE WEST LINE OF THE SOUTHWEST 1/4  
 OF SECTION 15 IS ASSUMED TO BEAR  
 NORTH  $0^{\circ} 35' 22''$  WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	≡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf

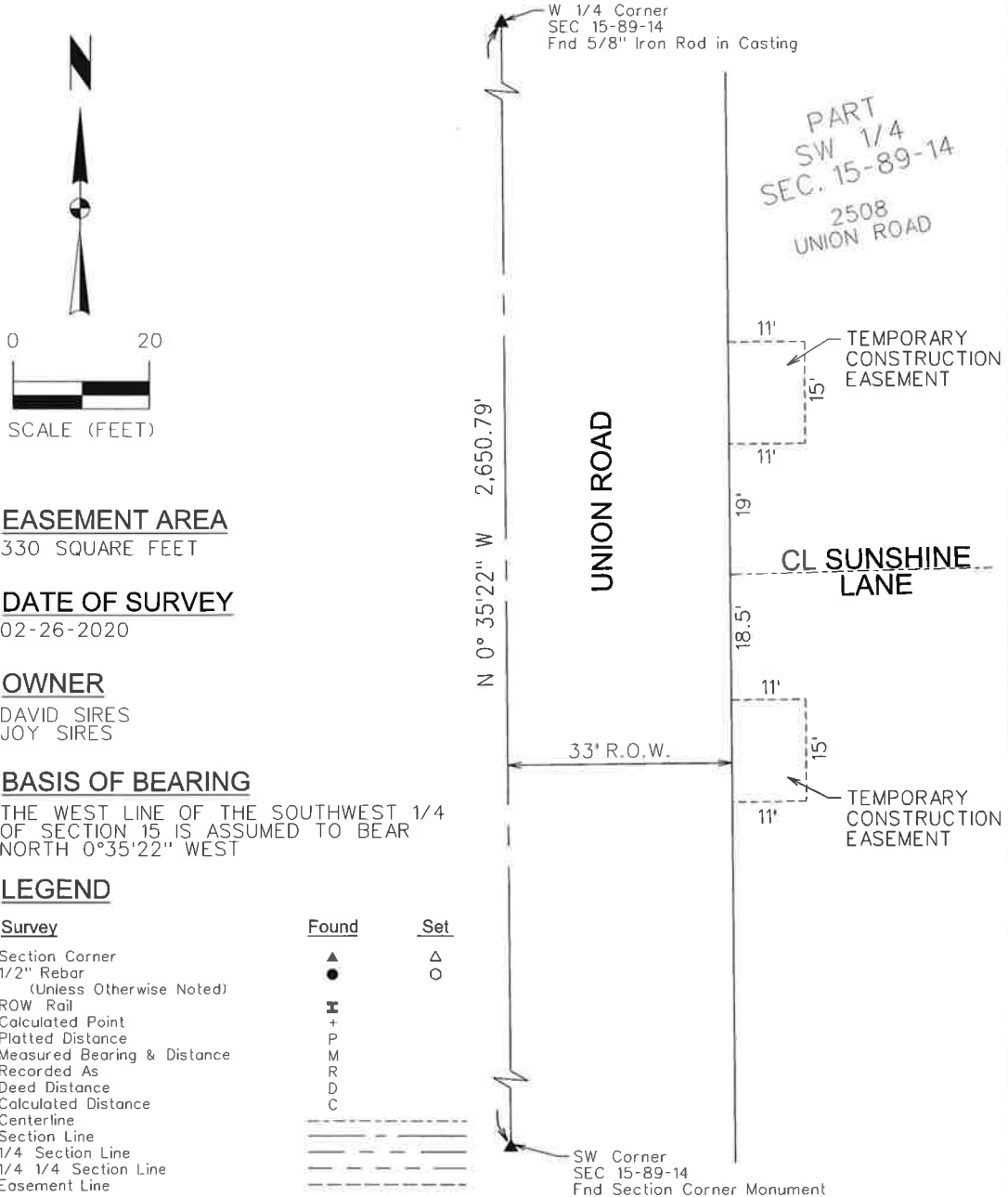


5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST, SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 DAVID SIRES  
 JOY SIRES

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

330 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

DAVID SIRES  
 JOY SIRES

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^{\circ} 35' 22''$  WEST

**LEGEND**

**Survey**

Section Corner  
 1/2" Rebar  
 (Unless Otherwise Noted)  
 ROW Rail  
 Calculated Point  
 Platted Distance  
 Measured Bearing & Distance  
 Recorded As  
 Deed Distance  
 Calculated Distance  
 Centerline  
 Section Line  
 1/4 Section Line  
 1/4 1/4 Section Line  
 Easement Line

Found	Set
▲	△
●	○
■	
+	
P	
M	
R	
D	
C	

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 2016 UNION ROAD  
Parcel Number: 5

County Tax Parcel No: 8914-15-301-007  
Project Name: UNION ROAD  
RECREATIONAL TRAIL PROJECT

Project Number: TAP-U-1185(654)--81-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between ELIZABETH A. RATH k/n/a ELIZABETH A. MILLER, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 105.00	on possession and conveyance	60 days after Buyer approval
\$ 105.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	0	sq. ft.		\$ 0.00
Underlying Fee Title	0	sq. ft.		\$ 0.00
Temporary Easement	358	sq. ft.		\$ 105.00
Permanent Easement	0	sq. ft.		\$ 0.00
Buildings				\$ 0.00
Severance Damages				\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon





BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

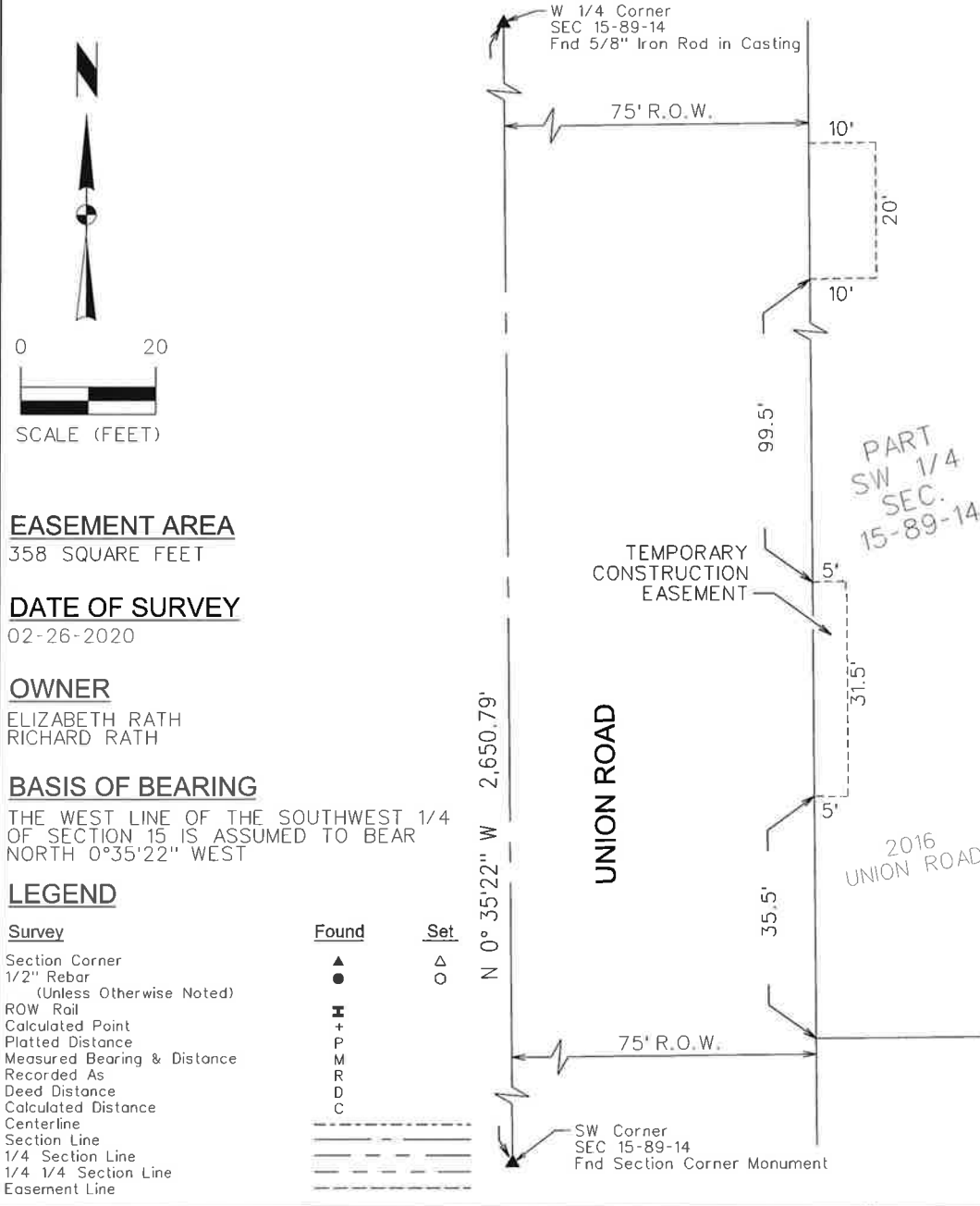
My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 ELIZABETH RATH  
 RICHARD RATH

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

358 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

ELIZABETH RATH  
 RICHARD RATH

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^\circ 35' 22''$  WEST

**LEGEND**

- Survey**
- Section Corner:  $\blacktriangle$
  - 1/2" Rebar:  $\bullet$
  - (Unless Otherwise Noted)
  - ROW Rail:  $\text{H}$
  - Calculated Point:  $+$
  - Platted Distance:  $\text{P}$
  - Measured Bearing & Distance:  $\text{M}$
  - Recorded As:  $\text{R}$
  - Deed Distance:  $\text{D}$
  - Calculated Distance:  $\text{C}$
  - Centerline:  $\text{---}$
  - Section Line:  $\text{---}$
  - 1/4 Section Line:  $\text{---}$
  - 1/4 1/4 Section Line:  $\text{---}$
  - Easement Line:  $\text{---}$

- Found**      **Set**
- $\blacktriangle$        $\triangle$
  - $\bullet$        $\circ$
  - $\text{H}$        $\text{H}$
  - $+$        $+$
  - $\text{P}$        $\text{P}$
  - $\text{M}$        $\text{M}$
  - $\text{R}$        $\text{R}$
  - $\text{D}$        $\text{D}$
  - $\text{C}$        $\text{C}$

**UNION ROAD RECREATIONAL TRAIL**

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by ELIZABETH A. RATH k/n/a ELIZABETH A. MILLER (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



GRANTOR:

*Elizabeth A. Rath Miller*

Elizabeth A. Rath \_\_\_\_\_ Date  
k/n/a Elizabeth A. Miller

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on Sept. 2, 2020

By ELIZABETH A. RATH k/n/a ELIZABETH A. MILLER Name(s) of individual(s)

*[Handwritten Signature]*

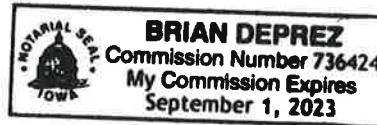
Signature of notarial officer

Brian Deprez

Printed name of notarial officer

9-1-2023

My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

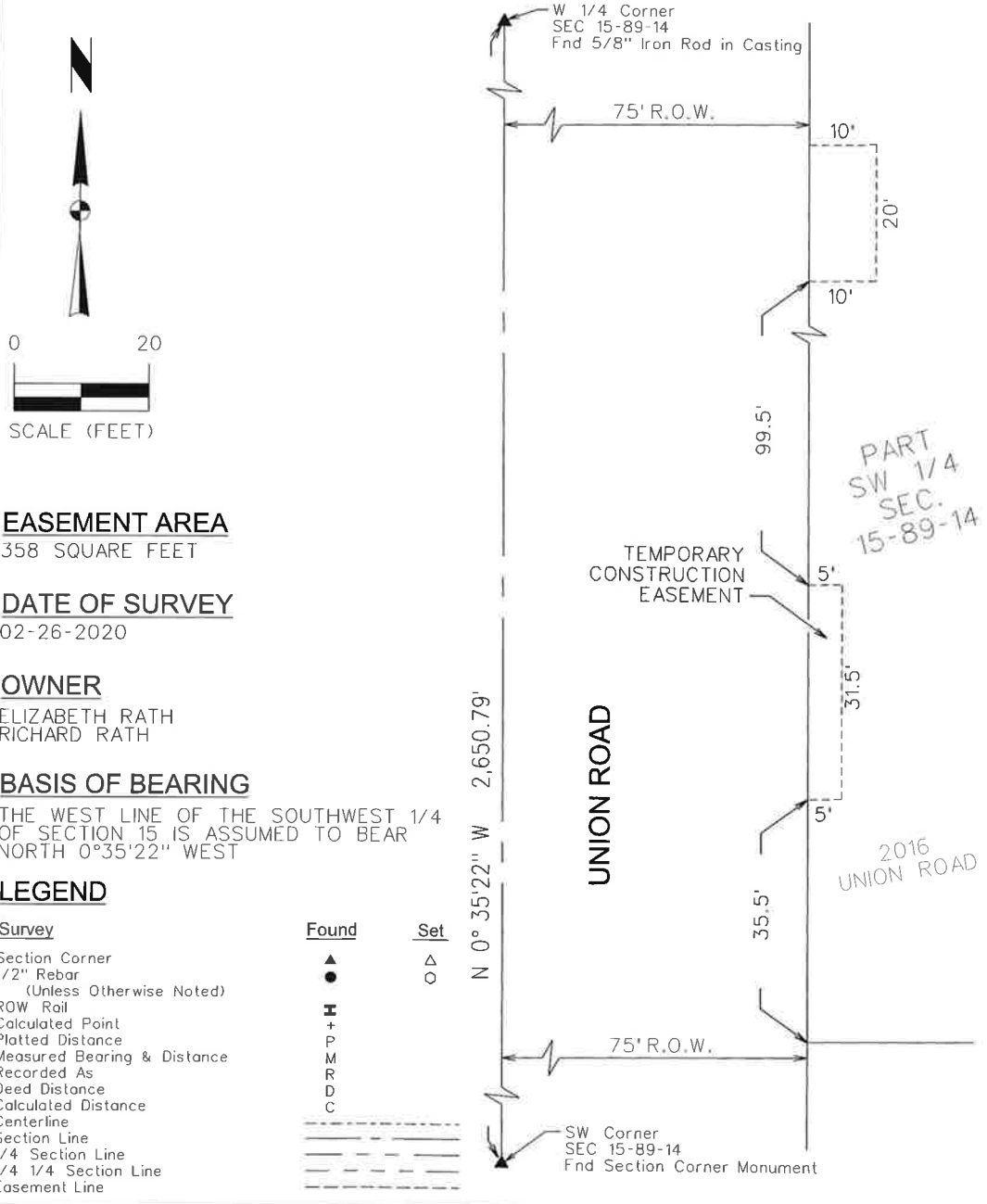
My Commission Expires:

\_\_\_\_\_

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST, SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 SW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 ELIZABETH RATH  
 RICHARD RATH

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**

358 SQUARE FEET

**DATE OF SURVEY**

02-26-2020

**OWNER**

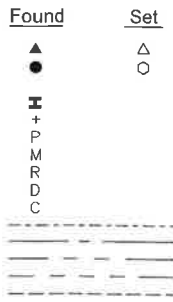
ELIZABETH RATH  
 RICHARD RATH

**BASIS OF BEARING**

THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°35'22" WEST

**LEGEND**

- Survey**
- Section Corner ▲
  - 1/2" Rebar ● (Unless Otherwise Noted)
  - ROW Rail H
  - Calculated Point +
  - Platted Distance P
  - Measured Bearing & Distance R
  - Recorded As D
  - Deed Distance C
  - Calculated Distance ---
  - Centerline - - - - -
  - Section Line - - - - -
  - 1/4 Section Line - - - - -
  - 1/4 1/4 Section Line - - - - -
  - Easement Line - - - - -



**UNION ROAD RECREATIONAL TRAIL**

SHEET 1 OF 1

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

PN: 1191151

FLD BK: XX PG:XX



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

DATE: 07/29/20

PM/TECH: LMC/twf

CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1712 UNION ROAD  
Parcel Number: 8

County Tax Parcel No: 8914-15-151-011  
Project Name: UNION ROAD  
RECREATIONAL TRAIL PROJECT

Project Number: TAP-U-1185(654)--81-07

THIS OWNER PURCHASE AGREEMENT is entered into on this 18 day of Sept, 2020, by and between MICHAEL L. GOYEN and DENISE I. GOYEN, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>100.00</u>	on possession and	<u>60 days after Buyer approval</u>
	conveyance	
\$ <u>100.00</u>	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet		
Land by Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Underlying Fee Title	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Temporary Easement	<u>127</u>	sq. ft.		\$ <u>100.00</u>
Permanent Easement	<u>0</u>	sq. ft.		\$ <u>0.00</u>
Buildings				\$ <u>0.00</u>
Severance Damages				\$ <u>0.00</u>

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon

completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

*Michael L. Goyen* <sup>18 Sep 2020</sup>  
 Michael L. Goyen \_\_\_\_\_ Date

*Denise I. Goyen* <sup>9-18-2020</sup>  
 Denise I. Goyen \_\_\_\_\_ Date

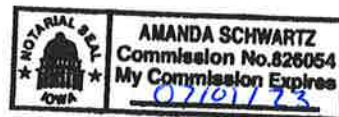
For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on \_\_\_\_\_  
September 18<sup>th</sup>, 2020 (Date) by MICHAEL L. GOYEN and  
DENISE I. GOYEN

*Amanda Schwartz*  
 Signature of notarial officer





BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319 362-9394

SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 DENISE GOYEN  
 MICHAEL GOYEN

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



## EASEMENT AREA

128 SQUARE FEET

## DATE OF SURVEY

02-26-2020

## OWNER

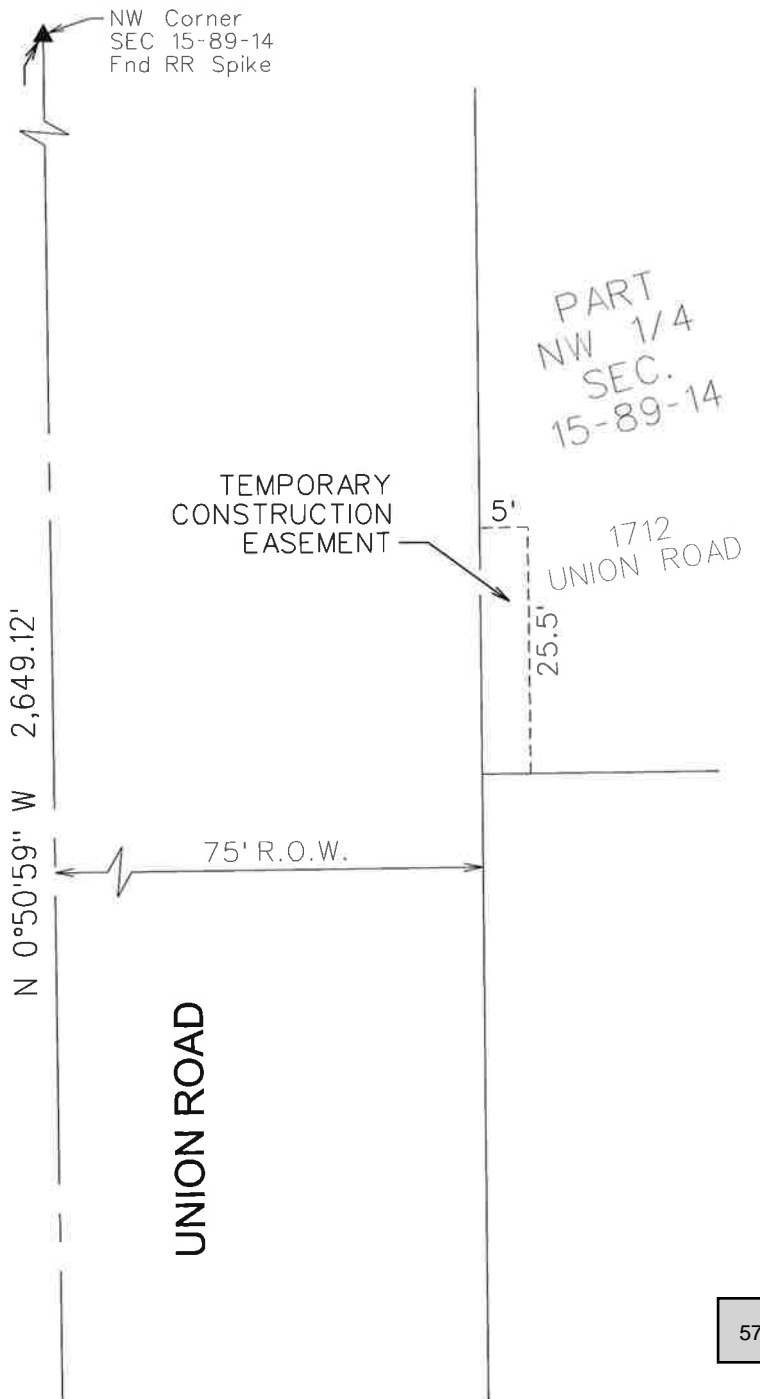
DENISE GOYEN  
MICHAEL GOYEN

## BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°50'59" WEST

## LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this 18 day of Sept, 2020, by MICHAEL L. GOYEN and DENISE I. GOYEN (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

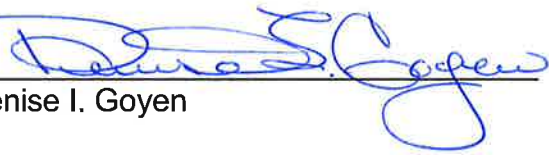
5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Michael L. Goyen 18 Sep 2020   
 Michael L. Goyen Date Denise I. Goyen

For an acknowledgment in an individual capacity:

State of Iowa

County of Black Hawk

This record was acknowledged before me on September 18<sup>th</sup>, 2020

By MICHAEL L. GOYEN and DENISE I. GOYEN Name(s) of individual(s)



Signature of notarial officer



Amanda Schwartz  
 Printed name of notarial officer

07/01/2023  
 My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, 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

My Commission Expires:  
\_\_\_\_\_

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
SNYDER & ASSOCIATES, INC.  
5005 BOWLING ST. SW SUITE A  
CEDAR RAPIDS, IOWA 52404  
319-362-9394  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
NW 1/4  
SEC. 15-89-14  
REQUESTED BY:  
CITY OF CEDAR FALLS  
PROPRIETOR:  
DENISE GOYEN  
MICHAEL GOYEN

Item 27.

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



## EASEMENT AREA

128 SQUARE FEET

## DATE OF SURVEY

02-26-2020

## OWNER

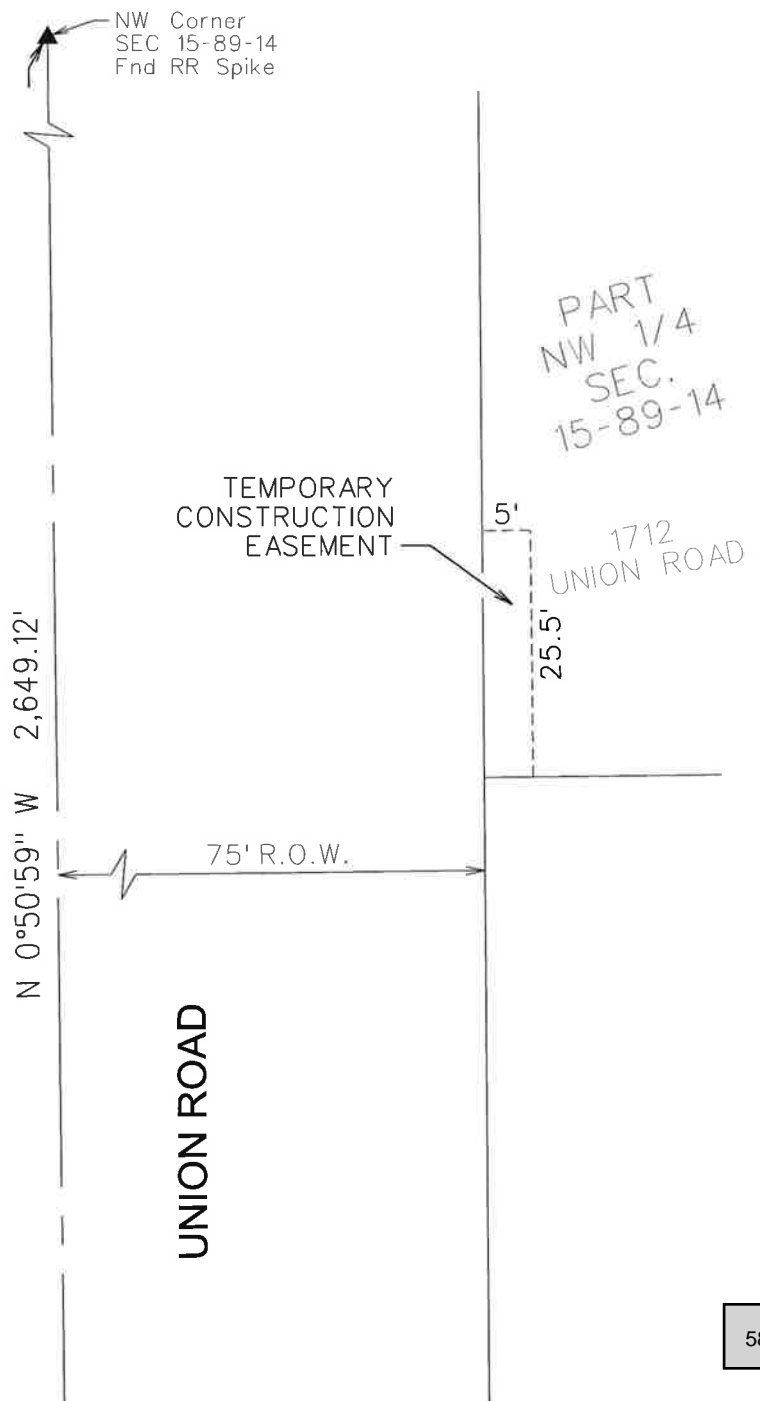
DENISE GOYEN  
MICHAEL GOYEN

## BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4  
OF SECTION 15 IS ASSUMED TO BEAR  
NORTH 0°50'59" WEST

## LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: UNION ROAD

County Tax Parcel No: 8914-15-151-014

Parcel Number: 9

Project Name: UNION ROAD  
RECREATIONAL TRAIL PROJECT

Project Number: TAP-U-1185(654)--81-07

THIS OWNER PURCHASE AGREEMENT is entered into on this 10<sup>th</sup> day of Sept, 2020, by and between GALE BONSTALL, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 130.00	on possession and conveyance	60 days after Buyer approval
\$ 130.00	TOTAL LUMP SUM	

BREAKDOWN:	ac. = acres	sq. ft. = square feet	
Land by Fee Title	0	sq. ft.	\$ 0.00
Underlying Fee Title	0	sq. ft.	\$ 0.00
Temporary Easement	452	sq. ft.	\$ 130.00
Permanent Easement	0	sq. ft.	\$ 0.00
Buildings			\$ 0.00
Severance Damages			\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.



By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

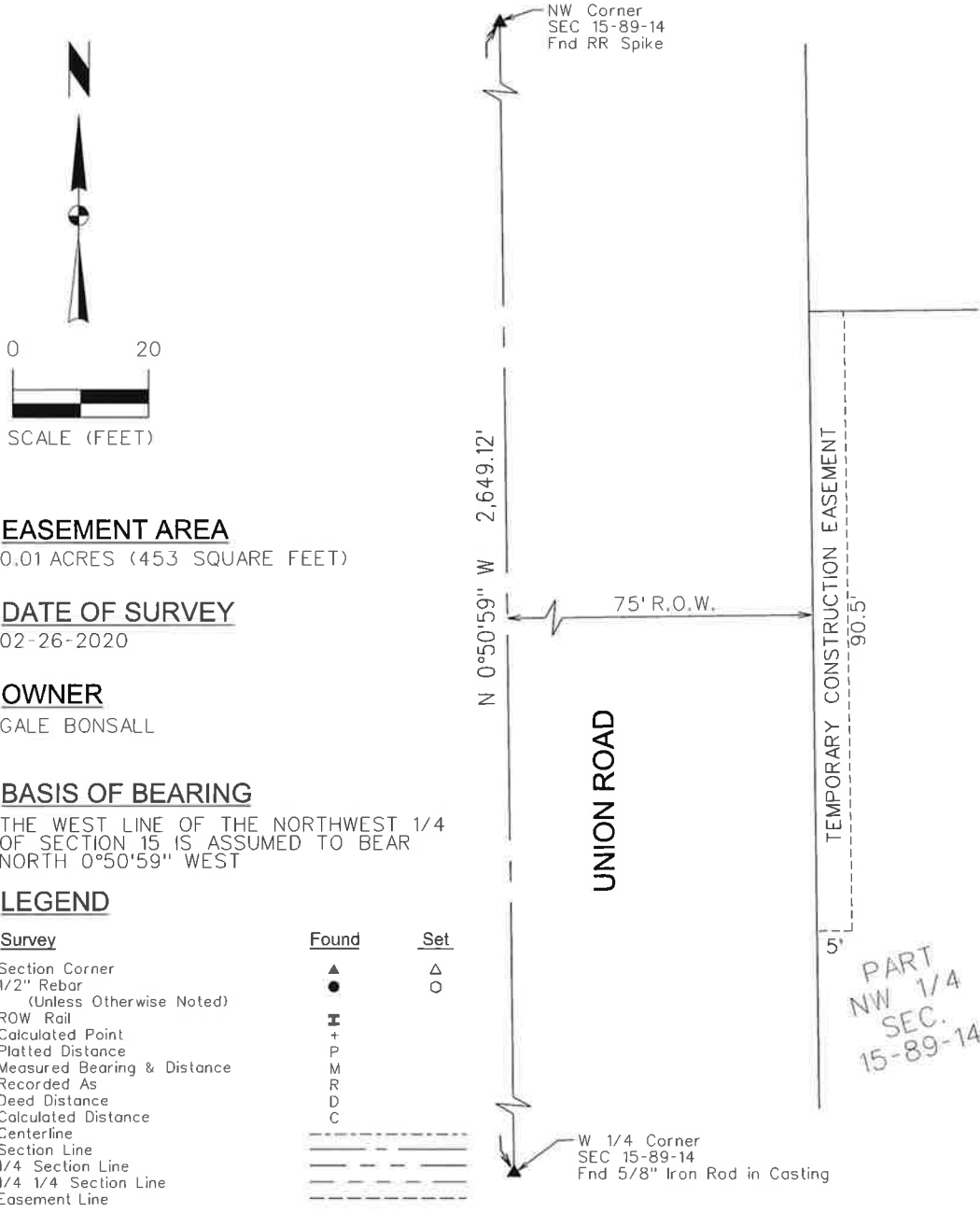
My Commission Expires:

\_\_\_\_\_



**INDEX LEGEND**  
 SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST., SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394  
 SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.  
 SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14  
 REQUESTED BY:  
 CITY OF CEDAR FALLS  
 PROPRIETOR:  
 GALE BONSALL

**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**



**EASEMENT AREA**  
 0.01 ACRES (453 SQUARE FEET)

**DATE OF SURVEY**  
 02-26-2020

**OWNER**  
 GALE BONSALL

**BASIS OF BEARING**  
 THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^{\circ}50'59''$  WEST

**LEGEND**

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar (Unless Otherwise Noted)	●	○
ROW Rail	H	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	---	
Section Line	---	
1/4 Section Line	---	
1/4 1/4 Section Line	---	
Easement Line	---	

PART  
 NW 1/4  
 SEC.  
 15-89-14

**UNION ROAD RECREATIONAL TRAIL**  
**TEMPORARY CONSTRUCTION EASEMENT EXHIBIT**

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC/twf



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by GALE BONSALE (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Gale Bonsall 9-10-20  
Gale Bonsall Date

For an acknowledgment in an individual capacity:

State of Iowa

County of BLACK HAWK

This record was acknowledged before me on 9-10, 2020

By GALE BONSTALL Name(s) of individual(s)

[Signature]

Signature of notarial officer

Brian DePrez  
Printed name of notarial officer

9-1-23  
My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

My Commission Expires:

\_\_\_\_\_



# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394

SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 GALE BONSTALL

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



## EASEMENT AREA

0.01 ACRES (453 SQUARE FEET)

## DATE OF SURVEY

02-26-2020

## OWNER

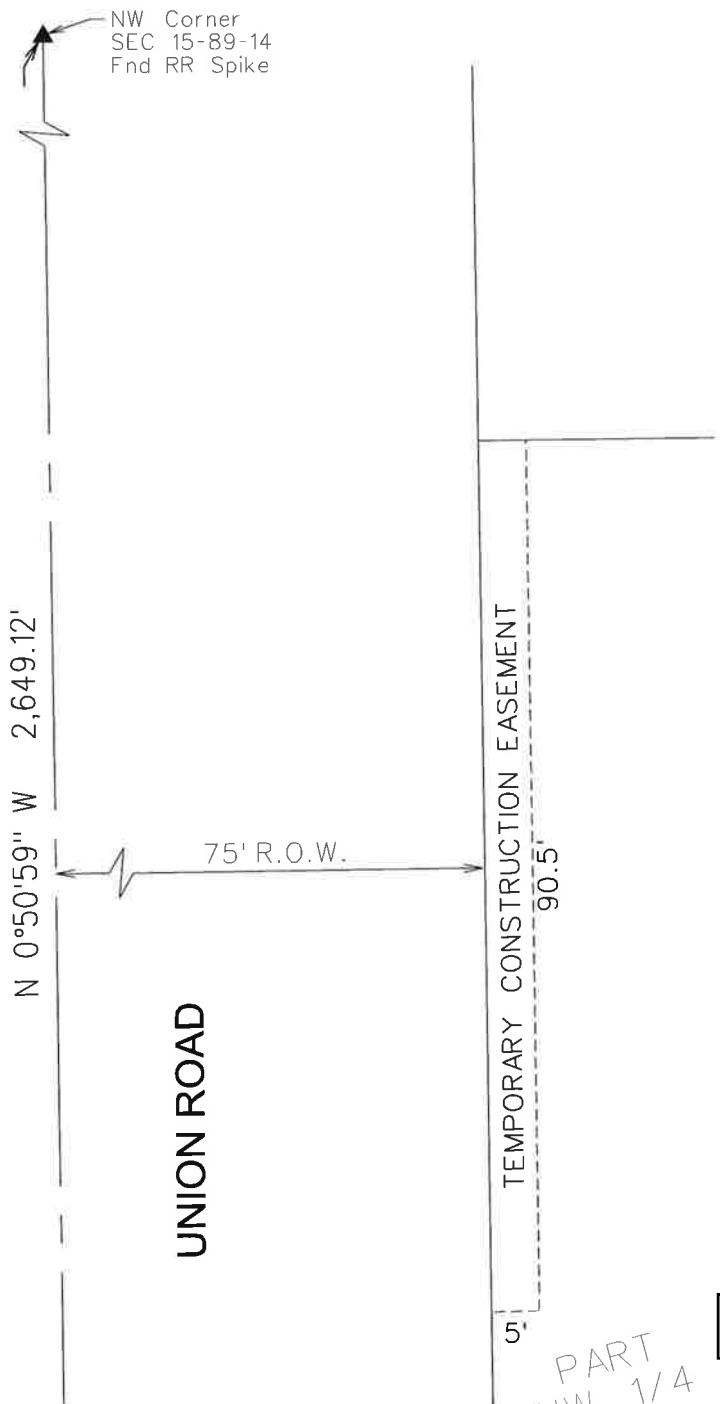
GALE BONSTALL

## BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4  
 OF SECTION 15 IS ASSUMED TO BEAR  
 NORTH 0°50'59" WEST

## LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○



CITY OF CEDAR FALLS  
OWNER PURCHASE AGREEMENT

Property Address: 1608 UNION ROAD County Tax Parcel No: 8914-15-151-013  
Parcel Number: 10 Project Name: UNION ROAD  
RECREATIONAL TRAIL PROJECT  
Project Number: TAP-U-1185(654)--81-07

THIS OWNER PURCHASE AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between MICHAEL F. GIRSCH and SUE C. GIRSCH, Seller, and the City of Cedar Falls, Iowa, Buyer.

- 1. Buyer hereby agrees to buy and Seller hereby agrees to convey Seller's interests in the following real estate, hereinafter referred to as the "Premises":

See Attached Temporary Easement Area(s)

together with all improvements of whatever type situated on the Premises.

- 2. The Premises conveyed includes all of the Seller's estates, rights, title and interests in the Premises, including any easements as are described herein. Seller consents to any change of grade of the adjacent roadway and accepts payment under this Agreement for any and all damages arising therefrom. Seller acknowledges full settlement and payment from Buyer for all claims according to the terms of this Agreement and discharges Buyer from any and all liability arising out of this Agreement and the construction of the public improvement project identified above ("Project").
- 3. In consideration of Seller's conveyance of Seller's interest in the Premises to Buyer, Buyer agrees to pay to Seller the following:

Payment Amount	Agreed Performance	Date
\$ _____	on right of possession	_____
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ 245.00	on possession and	60 days after Buyer approval
	conveyance	
\$ 245.00	TOTAL LUMP SUM	

BREAKDOWN: ac. = acres		sq. ft. = square feet	
Land by Fee Title	0	sq. ft.	\$ 0.00
Underlying Fee Title	0	sq. ft.	\$ 0.00
Temporary Easement	850	sq. ft.	\$ 245.00
Permanent Easement	0	sq. ft.	\$ 0.00
Buildings			\$ 0.00
Severance Damages			\$ 0.00

- 4. Seller grants to the City a Fee Acquisition, and Temporary and/or Permanent Easements as shown on the attached acquisition plat and/or temporary easement plat and/or permanent easement plat. Seller also agrees to execute a Warranty Deed, Temporary Easement Agreement and/or Permanent Easement Agreement, in the forms attached hereto. Any Temporary Construction Easement shall terminate upon completion of the Project unless otherwise specified in the temporary easement agreement.

- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Michael F. Girsch  
 Michael F. Girsch Date

Sue C. Girsch 10-20-20  
 Sue C. Girsch Date

For an acknowledgment in an individual capacity:

State of IOWA

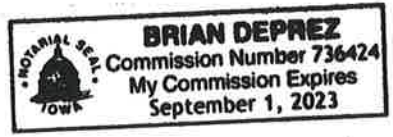
County of BLACK HAWK

This record was acknowledged before me on Oct. 20,

2020 (Date) by MICHAEL F. GIRSCH and SUE

C. GIRSCH

[Signature]  
 Signature of notarial officer



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

### INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394

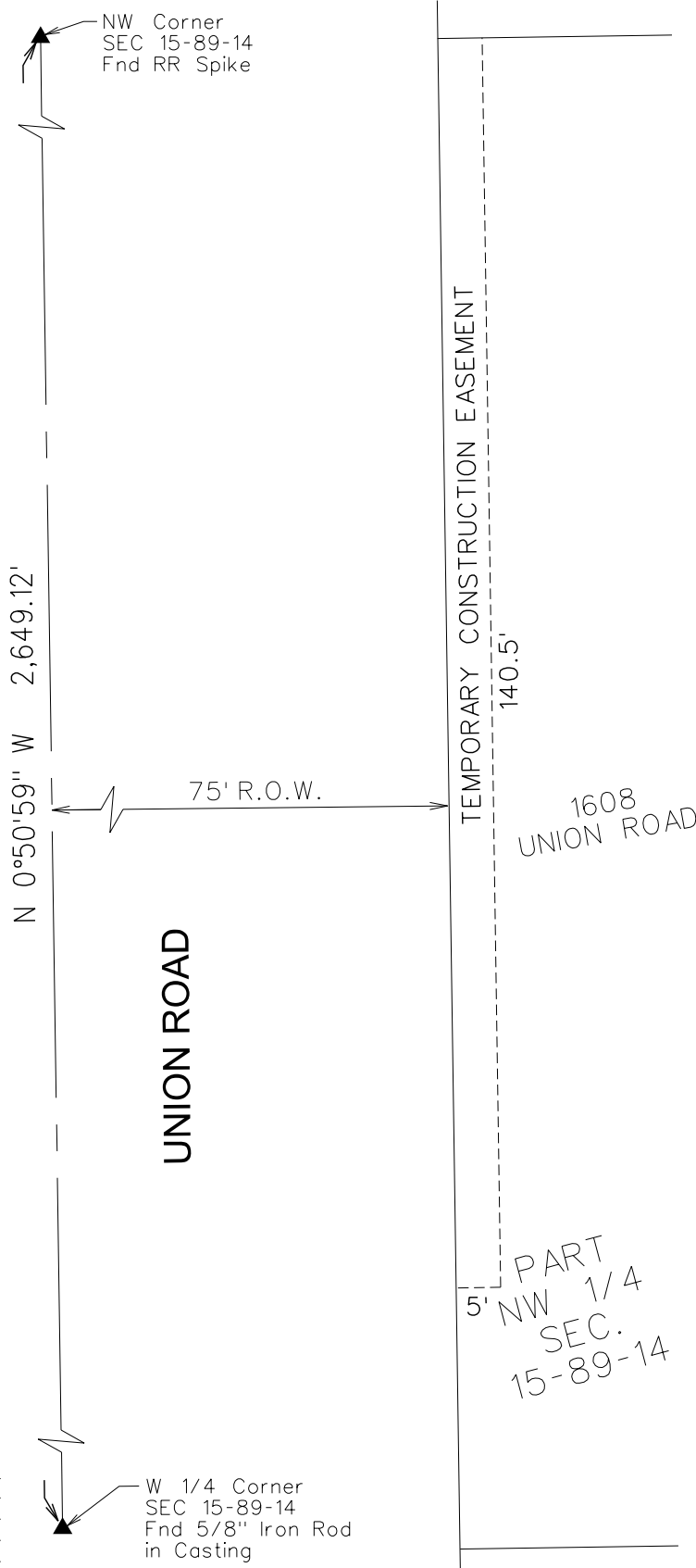
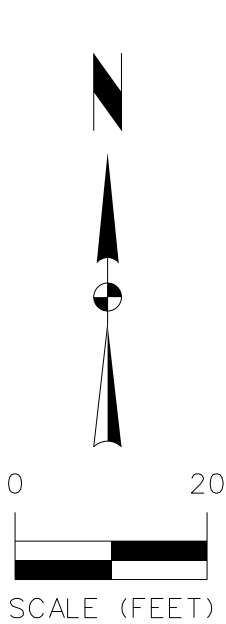
SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 MICHAEL GIRSCH  
 SUE GIRSCH

## TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



### EASEMENT AREA

0.02 ACRES (703 SQUARE FEET)

### DATE OF SURVEY

02-26-2020

### OWNER

MICHAEL GIRSCH  
SUE GIRSCH

### BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°50'59" WEST

### LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○
(Unless Otherwise Noted)		
ROW Rail	■	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	

### UNION ROAD RECREATIONAL TRAIL

### TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

SHEET 1 OF 1
PN: 1191151
FLD BK: XX PG:XX
DATE: 07/29/20
PM/TECH: LMC



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394



Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by MICHAEL F. GIRSCH and SUE C. GIRSCH (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.

4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

My Commission Expires:

\_\_\_\_\_

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
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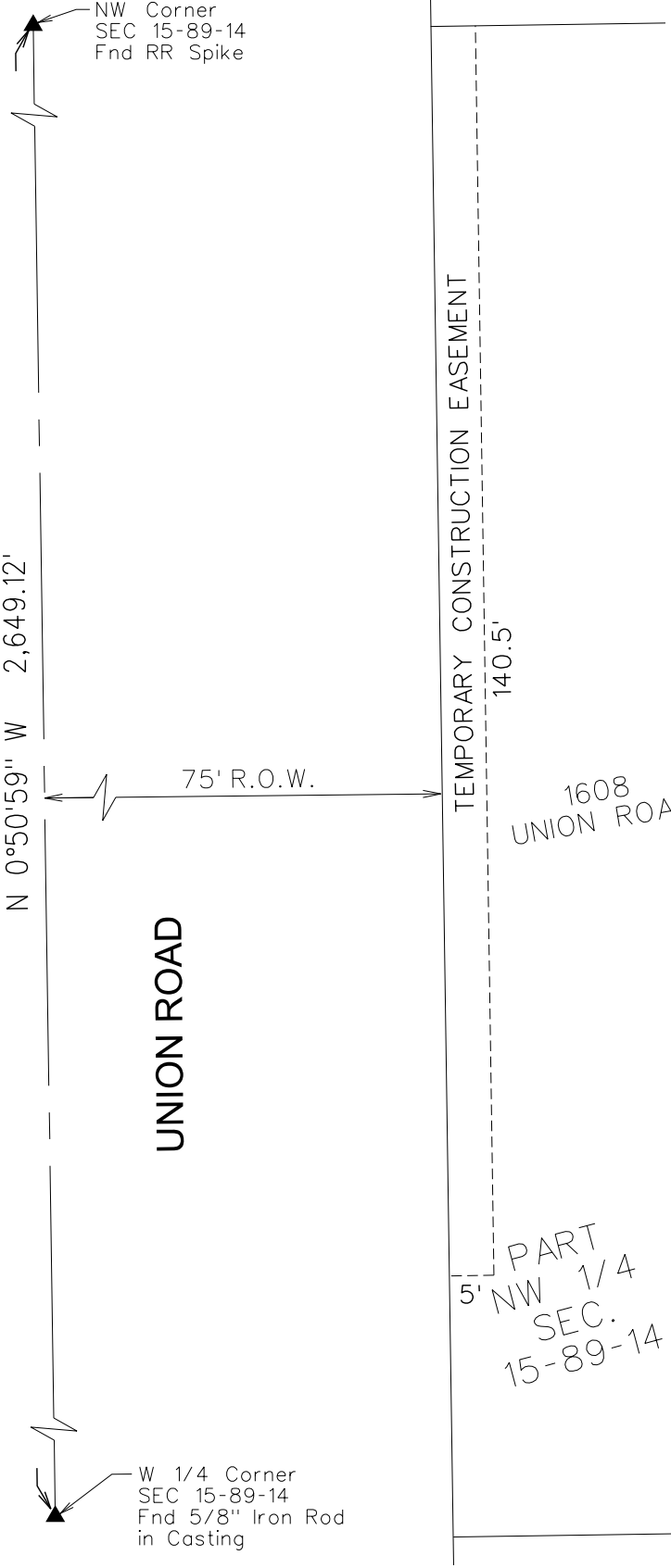
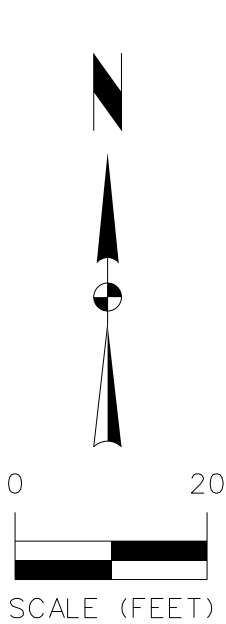
SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 MICHAEL GIRSCH  
 SUE GIRSCH

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



## EASEMENT AREA

0.02 ACRES (703 SQUARE FEET)

## DATE OF SURVEY

02-26-2020

## OWNER

MICHAEL GIRSCH  
SUE GIRSCH

## BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°50'59" WEST

## LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○
(Unless Otherwise Noted)		
ROW Rail	■	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	

## UNION ROAD RECREATIONAL TRAIL

## TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

SHEET 1 OF 1
PN: 1191151
FLD BK: XX PG:XX
DATE: 07/29/20
PM/TECH: LMC



5005 BOWLING STREET S.W.  
 CEDAR RAPIDS, IA 52404 (319) 362-9394

V:\RefLibrary\CADDStandards\Workspace\Standards\Printing\Pen\_Tables\date.tbl Snyder \\Gemin\Volume\Projects\2019\119.1151\08\CADD\PLAT\_010\_GIRSCH





- 5. Possession of the Premises is the essence of this Agreement and Buyer may enter and assume full use and enjoyment of the Seller's interest in the Premises according to the terms of this Agreement, immediately upon approval of this Agreement by the City Council of the City of Cedar Falls, Iowa, unless a different date is specified in Paragraph 3 above. Notwithstanding the above, Seller grants to Buyer the immediate right to enter the Premises for the purpose of gathering survey and soil data.
- 6. This Agreement shall apply to and bind the assigns and successors of the Seller.
- 7. This Agreement and all attachments hereto constitute the entire agreement between the Buyer and the Seller related to the subject matter and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
- 8. The Seller states and warrants that, to the best of the Seller's knowledge, there is no known burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except:
 

---
- 9. The Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this Agreement as required by Section 6B.52 of the Code of Iowa.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

SELLER:

Michael F. Girsch  
 Michael F. Girsch Date

Sue C. Girsch 10/30/20  
 Sue C. Girsch Date

For an acknowledgment in an individual capacity:

State of IOWA

County of BLACK HAWK

This record was acknowledged before me on October 30,

2020 (Date) by MICHAEL F. GIRSCH and SUE C. GIRSCH

[Signature]  
 Signature of notarial officer



BUYER'S APPROVAL

By: \_\_\_\_\_  
Robert M. Green, Mayor (date)

ATTEST:

By: \_\_\_\_\_  
Jacqueline Danielsen, MMC (date)  
City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2020, by Robert M. Green, Mayor, and Jacqueline Danielsen, MMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

My Commission Expires:

\_\_\_\_\_

### INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394

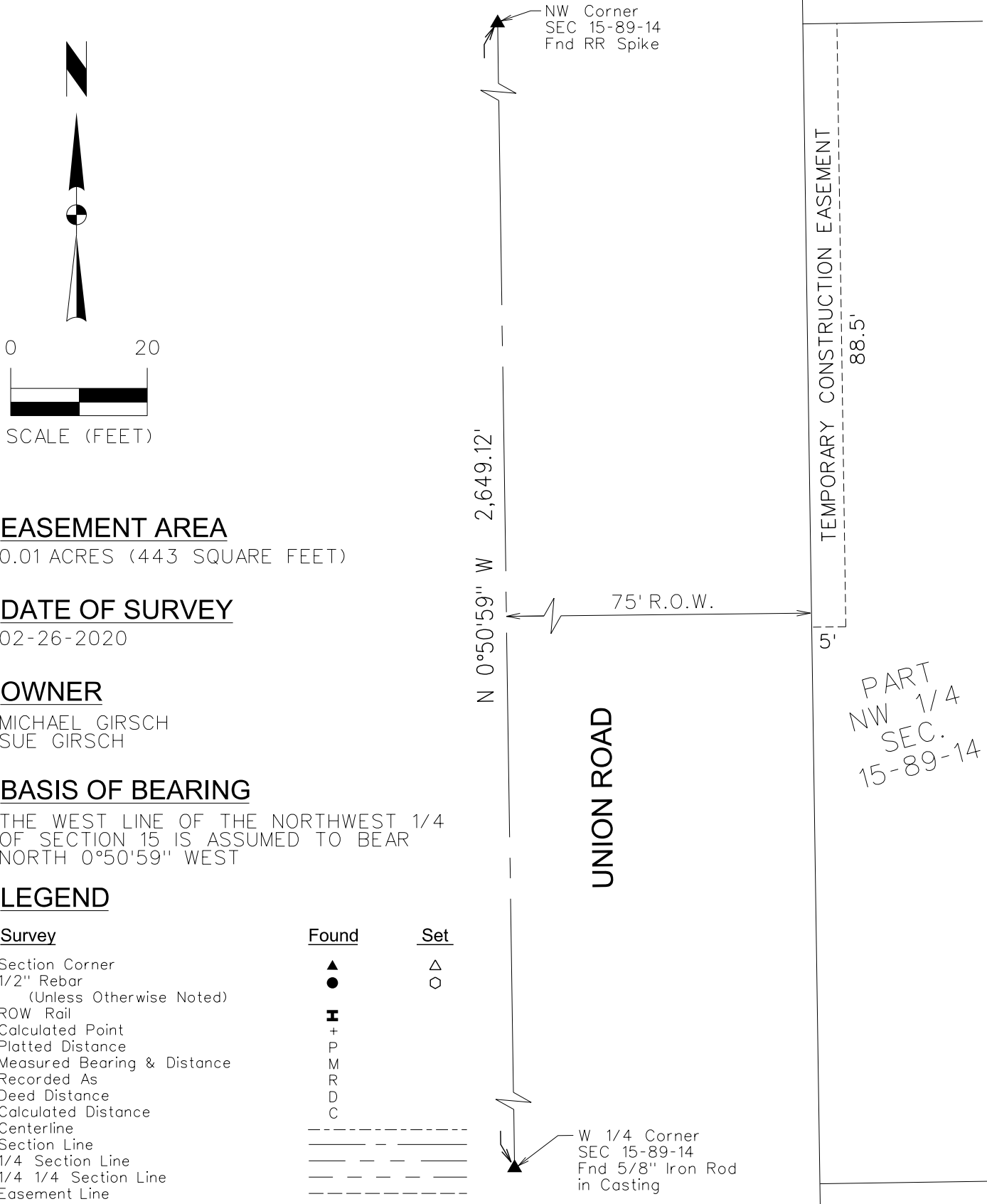
SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 MICHAEL GIRSCH  
 SUE GIRSCH

## TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



### EASEMENT AREA

0.01 ACRES (443 SQUARE FEET)

### DATE OF SURVEY

02-26-2020

### OWNER

MICHAEL GIRSCH  
SUE GIRSCH

### BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH  $0^{\circ}50'59''$  WEST

### LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○
(Unless Otherwise Noted)		
ROW Rail	■	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	====	
1/4 Section Line	----	
1/4 1/4 Section Line	----	
Easement Line	----	

### UNION ROAD RECREATIONAL TRAIL

### TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IA 52404 (319) 362-9394

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC

Preparer Information: Kevin Rogers, City Attorney, 220 Clay Street, Cedar Falls, IA 50613; (319)273-8600

## TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This Temporary Construction Easement Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by MICHAEL F. GIRSCH and SUE C. GIRSCH (“Grantor”), and the City of Cedar Falls, a municipality organized under the laws of the State of Iowa (“Grantee”). In consideration of the sum of one dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby sells, grants and conveys unto Grantee a temporary easement under, through, and across the following described real estate which is owned by Grantor:

See Exhibit A attached (the “Easement Area”).

1. Purpose. This temporary construction easement is granted for the purpose of entering, using, occupying, sloping, grading, clearing, grubbing, excavating and storing of materials and equipment during the construction of a public improvement project near the Easement Area, as well as the right of ingress and egress along and over the Easement Area and for any other reasonable purpose deemed by the Grantee to be necessary for said public improvement project.

2. Restoration of Easement Area. Grantee agrees to restore at Grantee’s cost the Easement Area in a timely manner after completion of the public improvement project, including any necessary repairs. Such restoration shall be limited to restoration of lawns by seeding, restoration of any driveways, fences or other structures modified as a requirement of the construction, and repair of any of Grantor’s property damaged as set forth in Paragraph 6 below.

3. No Obstructions. Grantor does hereby agree not to cause or permit any building or structure to be constructed within the Easement Area, or to cause or permit any other obstruction or condition of any kind or character within the Easement Area that will interfere with the Grantee’s exercise and enjoyment of the easement rights hereinabove conveyed.



4. Grantee's Use. The Grantee, its successors and assigns, shall have the right to use and enjoy the Easement Area for the purposes identified hereinabove, it being specifically understood and agreed, however, that in no event shall the Grantee have any right to erect buildings or similar structures on or over any portion of the Easement Area. If the Grantee should abandon said easement or fail to use the same for a continuous period of two (2) years after removal of its facilities, then said easement, along with any and all rights and interests granted to the Grantee under this Agreement, shall cease and terminate, and all the rights and interests hereby granted shall be vested in the then owner of the fee simple title of the Easement Area. Furthermore, unless resulting from the exercise of the rights granted herein, the Grantee shall not, without Grantor's prior written approval, diminish access, ingress or egress to any portion of the Grantor's Property.

5. Grantor's Use. Grantee shall use reasonable efforts to coordinate with Grantor prior to any construction, maintenance or other work within the Easement Area and shall furthermore provide Grantor reasonable prior notice with regard to any such work. No excavated dirt or debris may be left within the Easement Area following completion of construction, reconstruction, maintenance, repair or replacement work for the public improvement project. All excavated materials shall be properly disposed of by the Grantee following completion of the public improvement project.

6. Liability for Damage. Except for the work described in Paragraph 1 above and other work deemed reasonable or necessary by Grantee for the public improvement project, Grantee shall be liable to Grantor for any damage to real or personal property, and for injury to or death of any persons, proximately caused by the acts or omissions of Grantee, or its employees, agents, contractors or subcontractors, arising out of the exercise of any rights granted to Grantee in this Agreement. The provisions of this paragraph shall terminate upon completion of the public improvement project and final acceptance of public improvements by the City Council of Grantee.

7. Expiration of Temporary Easement. This Agreement and the easements in favor of Grantee shall expire upon the earlier of (a) 12 months commencing March 1, 2021; or (b) the date on which Grantee completes the public improvement project and final acceptance of the public improvements by the City Council of the Grantee.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors and assigns.

GRANTOR:

Michael F. Girsch 10-30-20 Sue C. Girsch 10/30/20  
 Michael F. Girsch Date Sue C. Girsch Date

For an acknowledgment in an individual capacity:

State of Iowa

County of Buick Hawk

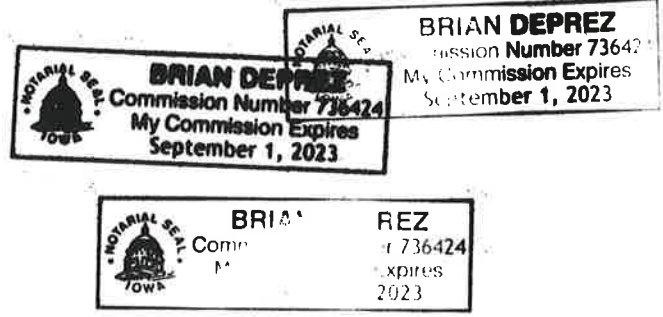
This record was acknowledged before me on Oct. 30, 2020

By MICHAEL F. GIRSCH and SUE C. GIRSCH Name(s) of individual(s)

[Signature]  
 \_\_\_\_\_  
 Signature of notarial officer

Brian Deprez  
 Printed name of notarial officer

9-1-23  
 My commission expires



ACCEPTANCE OF TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The City of Cedar Falls, Iowa ("Grantee"), does hereby accept and approve the foregoing Temporary Construction Easement Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTEE:

CITY OF CEDAR FALLS, IOWA

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

ATTEST

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

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_, 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

My Commission Expires:

\_\_\_\_\_

# INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:  
 SNYDER & ASSOCIATES, INC.  
 5005 BOWLING ST. SW SUITE A  
 CEDAR RAPIDS, IOWA 52404  
 319-362-9394

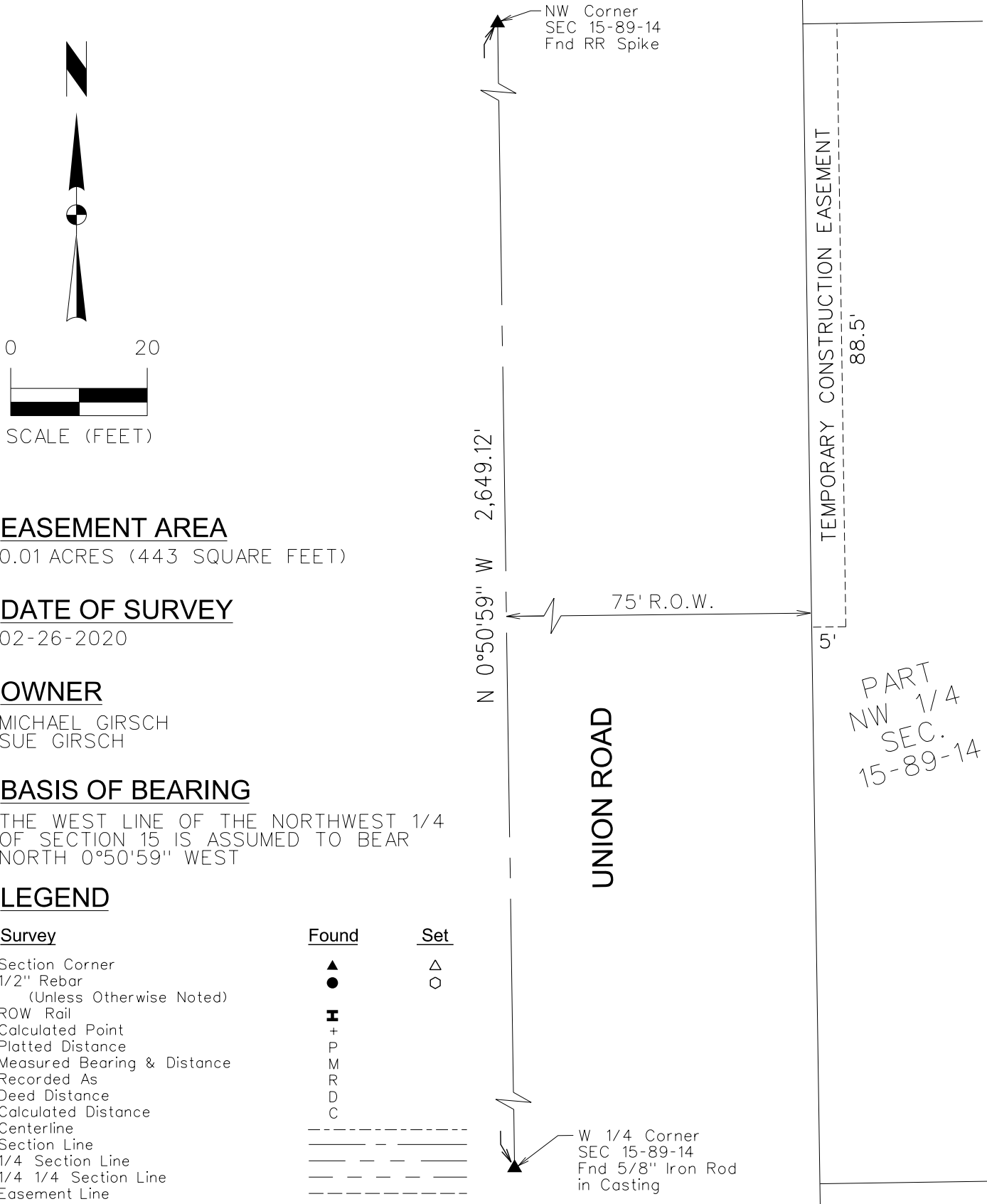
SERVICE PROVIDED BY:  
 SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:  
 NW 1/4  
 SEC. 15-89-14

REQUESTED BY:  
 CITY OF CEDAR FALLS

PROPRIETOR:  
 MICHAEL GIRSCH  
 SUE GIRSCH

# TEMPORARY CONSTRUCTION EASEMENT EXHIBIT



## EASEMENT AREA

0.01 ACRES (443 SQUARE FEET)

## DATE OF SURVEY

02-26-2020

## OWNER

MICHAEL GIRSCH  
SUE GIRSCH

## BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15 IS ASSUMED TO BEAR NORTH 0°50'59" WEST

## LEGEND

Survey	Found	Set
Section Corner	▲	△
1/2" Rebar	●	○
(Unless Otherwise Noted)		
ROW Rail	≡	
Calculated Point	+	
Platted Distance	P	
Measured Bearing & Distance	M	
Recorded As	R	
Deed Distance	D	
Calculated Distance	C	
Centerline	----	
Section Line	=====	
1/4 Section Line	-----	
1/4 1/4 Section Line	-----	
Easement Line	-----	

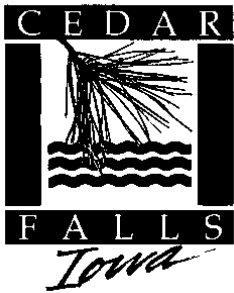
## UNION ROAD RECREATIONAL TRAIL

## TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

SHEET	1 OF 1
PN:	1191151
FLD BK:	XX PG:XX
DATE:	07/29/20
PM/TECH:	LMC



5005 BOWLING STREET S.W.  
CEDAR RAPIDS, IA 52404 (319) 362-9394



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** November 9, 2020  
**SUBJECT:** Downtown Development Area Urban Renewal Plan Amendment No. 6

In December 2018 Amendment No. 5 to the Downtown Development Area Urban Renewal Plan was adopted. The primary objective of establishing Amendment No. 5 to the Downtown Development Area Urban Renewal Plan was to add a new project for the downtown visioning and zoning ordinance update.

For the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan (copy attached as Exhibit 1 to Resolution), the primary objective is to add a new project and to update and modify the status and budget figures of certain previously identified projects within the Urban Renewal Area.

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

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that may occur within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Amendment No. 6 to the Downtown Development Area Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. Staff recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:

1. Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan in the City of Cedar Falls, State of Iowa.



The Consultation Session (required by law) with the local taxing entities will be scheduled for November 24, 2020 while the date of Public Hearing will be set for December 21, 2020.

If you have any questions, please let me know.

Xc: Ron Gaines, PE, City Administrator

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

November 16, 2020

7:00 P.M.

## Downtown Development Area Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

**IMPORTANT INFORMATION**

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

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

November 16, 2020

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA

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

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

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

ORIGINAL AREA

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

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

AMENDMENT NO. 1 AREA

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

AMENDMENT NO. 2 AREA



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

AMENDMENT NO. 3 AREA

- Area A. Beginning at the intersection of the East line of Franklin Street and the North line of West 1st Street; thence North along said East line of Franklin Street to the centerline of the Canadian National Railway Company (formerly the Chicago Central and Pacific Railroad); thence Easterly and Northeasterly along said centerline to the Northerly extension of the West line of Washington Street; thence South along the Northerly extension of said West line to the North line of West 1st Street; thence West along said North line to the point of beginning.
- Area B. Beginning on the East line of the Northwest Quarter of the Southeast Quarter of Section 12-89-14 at its intersection with the North line of East 7th Street; thence North along said East line to the Southwesterly bank of the Cedar River; thence Southeasterly along said Southwesterly bank to the Easterly extension of the North line of East 7th Street; thence West along the Easterly extension of said Northerly line a distance of 600 feet; thence Southwesterly to the intersection of the Northeasterly line of the Iowa Northern Railroad Company (formerly the Chicago, Rock Island and Pacific Railroad) with the Easterly extension of the North line of Lot 3, Block 1 of Garrison's Addition to Cedar Falls, Iowa; thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 9th Street; thence West along the Easterly extension of said South line to the Northeasterly line of the Northwestern Transportation Company (formerly the Wisconsin, Iowa and Nebraska Railroad Company and later the Chicago, Great Western Railroad Company); thence Southeasterly along said Northeasterly line to the Easterly extension of the South line of East 11th Street; thence West along the Easterly extension of said South line to the Northeast corner of Lot 1, Block 1 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated); thence North along the Southerly extension of the East line of Block 2 and the East line of Block 2 in T. Mullarky's Addition to Cedar Falls, Iowa (part vacated) to the Northeast corner of said Block 2; thence West along the North line of said Block 2 13 feet; thence North along a line which is 13 feet West of a parallel with the Northerly extension of said East line of Block 2 to the South line of East 9th Street; thence Northwesterly parallel with the Southwesterly line of the Northwestern Transportation Company to the intersection with a line which is 43 feet normally distant Southwesterly and parallel with the Southwesterly line of the Iowa Northern Railroad Company; thence Northwesterly parallel with said Southwesterly line to the North line of East 7th Street; thence East along said North line to point of beginning; and

AMENDMENT NO. 4 AREA

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

AMENDMENT NO. 5 AREA

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

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

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

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

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 6 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 6 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 6 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the November 24, 2020, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Economic Development Coordinator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 6, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 6 TO THE DOWNTOWN DEVELOPMENT AREA URBAN RENEWAL PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 11:00 A.M. on November 24, 2020, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan for the Downtown Development Area Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Coordinator, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 6 before the City Council at its meeting which commences at 7:00 P.M. on December 21, 2020, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:



(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A  
PROPOSED AMENDMENT NO. 6 TO THE DOWNTOWN  
DEVELOPMENT AREA URBAN RENEWAL PLAN FOR AN  
URBAN RENEWAL AREA IN THE CITY OF CEDAR FALLS,  
STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 21, 2020 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Amendment No. 6 to the Downtown Development Area Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Cedar Falls, State of Iowa.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Zoom:

<https://zoom.us/j/96272871738>

Telephone:

(312)626-6799

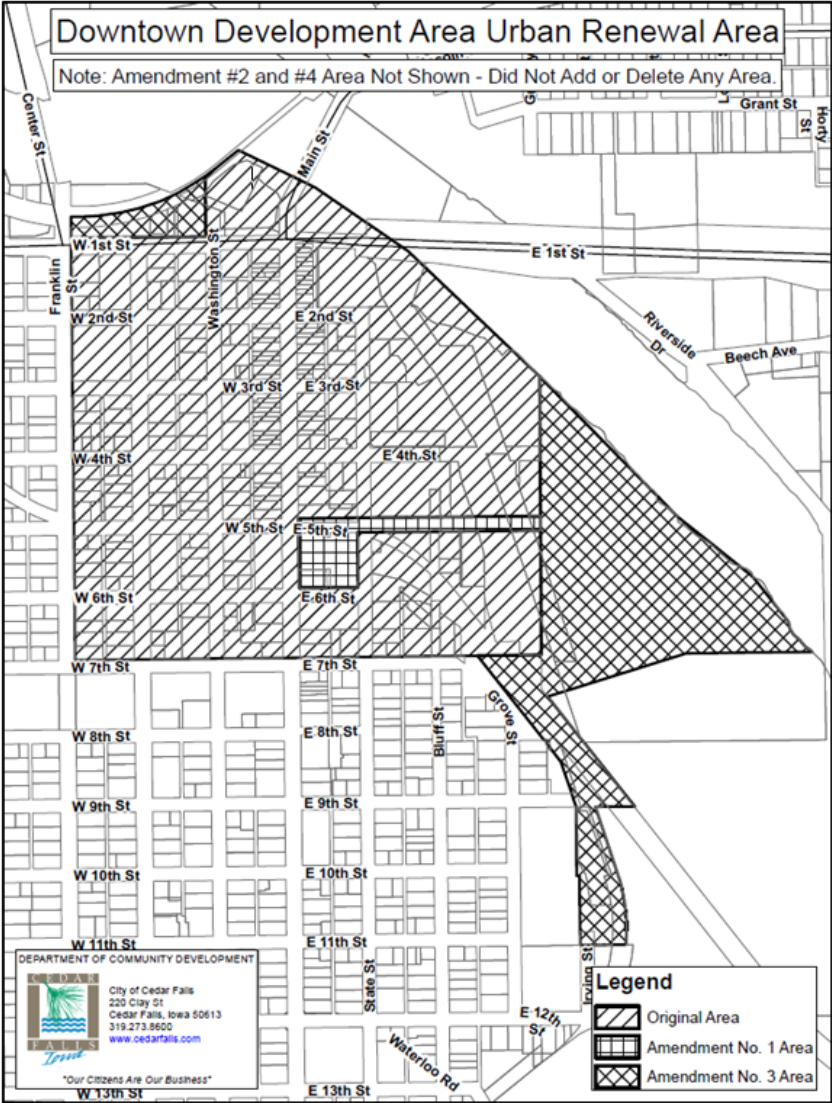
Access Code: 962 7287 1738

YouTube:

<https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ>

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. Please check the posted agenda in advance of the December 21, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the Economic Development Director's office at [Shane.Graham@cedarfalls.com](mailto:Shane.Graham@cedarfalls.com) if you have questions about the format of the meeting, or to request a copy of the Amendment.

The Urban Renewal Area contains the land generally depicted in the following map:



A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote economic development and to rehabilitate, conserve and redevelop land, buildings and other improvements within such area through the elimination and containment of conditions of blight so as to improve the community through the establishment of effective land use controls, through use of an effective program of rehabilitation of existing buildings and elimination of those structures which cannot be economically rehabilitated, with a limited amount of acquisition, clearance, resale and improvement of land for various purposes specified in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements,

including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 6 would add to and/or confirm the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 5. That the proposed Amendment No. 6, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 6 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

**EXHIBIT 1**

**AMENDMENT NO. 6**

**TO THE**

**DOWNTOWN DEVELOPMENT AREA**  
**URBAN RENEWAL PLAN**

**CITY OF CEDAR FALLS, IOWA**

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



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

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

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

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

**DESCRIPTION OF THE URBAN RENEWAL AREA**

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

**DISTRICT DESIGNATION**

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

**DEVELOPMENT PLAN**

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

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

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

### **PROJECT OBJECTIVES**

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

### **TYPES OF RENEWAL ACTIVITIES**

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

### **PREVIOUS URBAN RENEWAL PROJECTS**

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

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

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

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

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

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

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

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

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

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

## 1. Public Improvements:

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

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



**2. Development Agreements: Cedar Falls Municipal Utilities Development Agreement**

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

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

### 3. Other Development Agreements

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

### 4. Land Acquisition

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

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

**AMENDMENT NO. 4 ONGOING URBAN RENEWAL PROJECT**

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

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

**AMENDMENT NO. 5 ONGOING URBAN RENEWAL PROJECT**

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

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

**PROPOSED URBAN RENEWAL PROJECTS**  
**(AMENDMENT NO. 6)**

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

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

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

**DEBT**

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



### **PROPERTY ACQUISITION/DISPOSITION**

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

### **URBAN RENEWAL PLAN AMENDMENTS**

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

### **EFFECTIVE PERIOD**

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

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

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

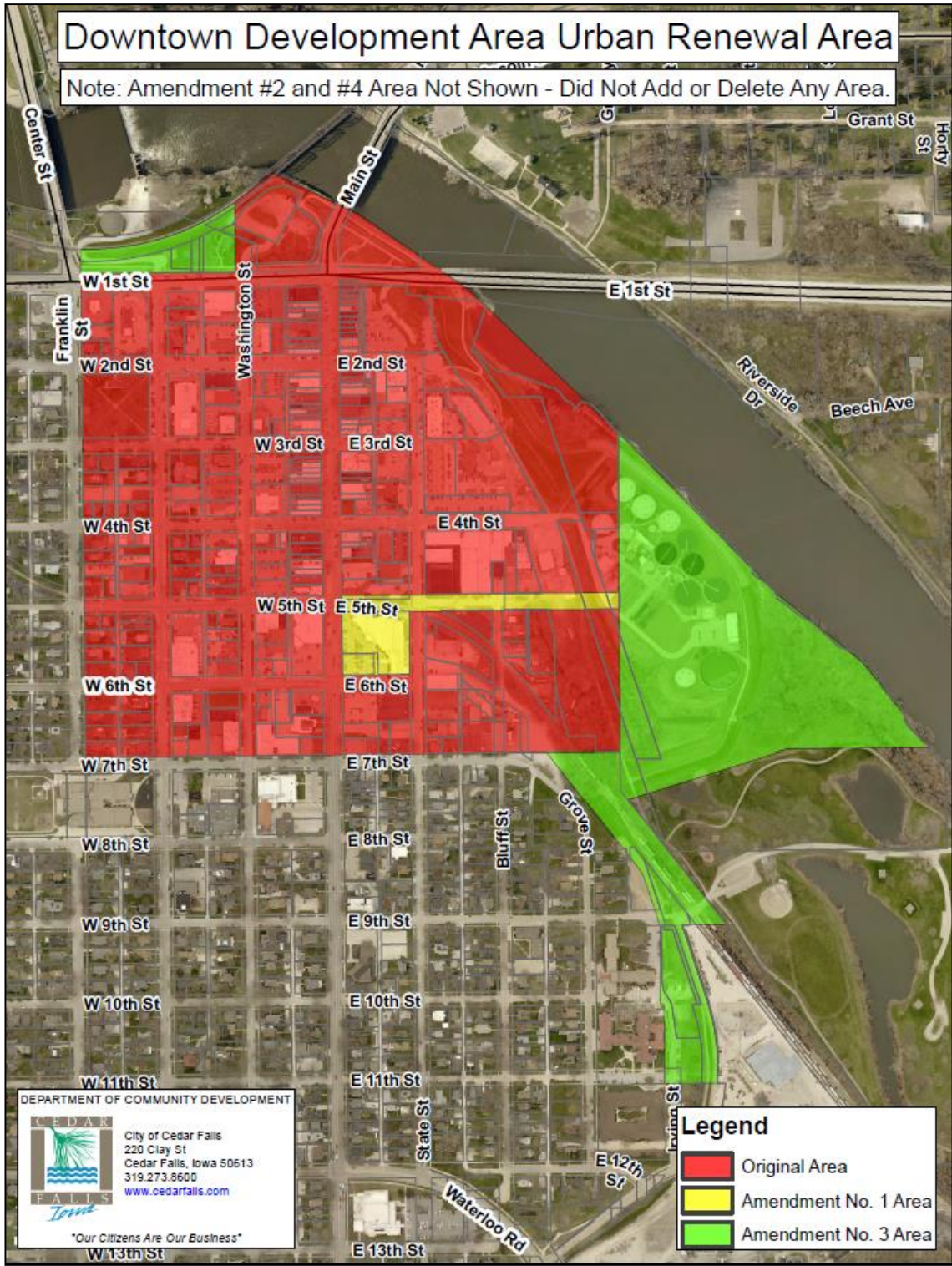
### **REPEALER**

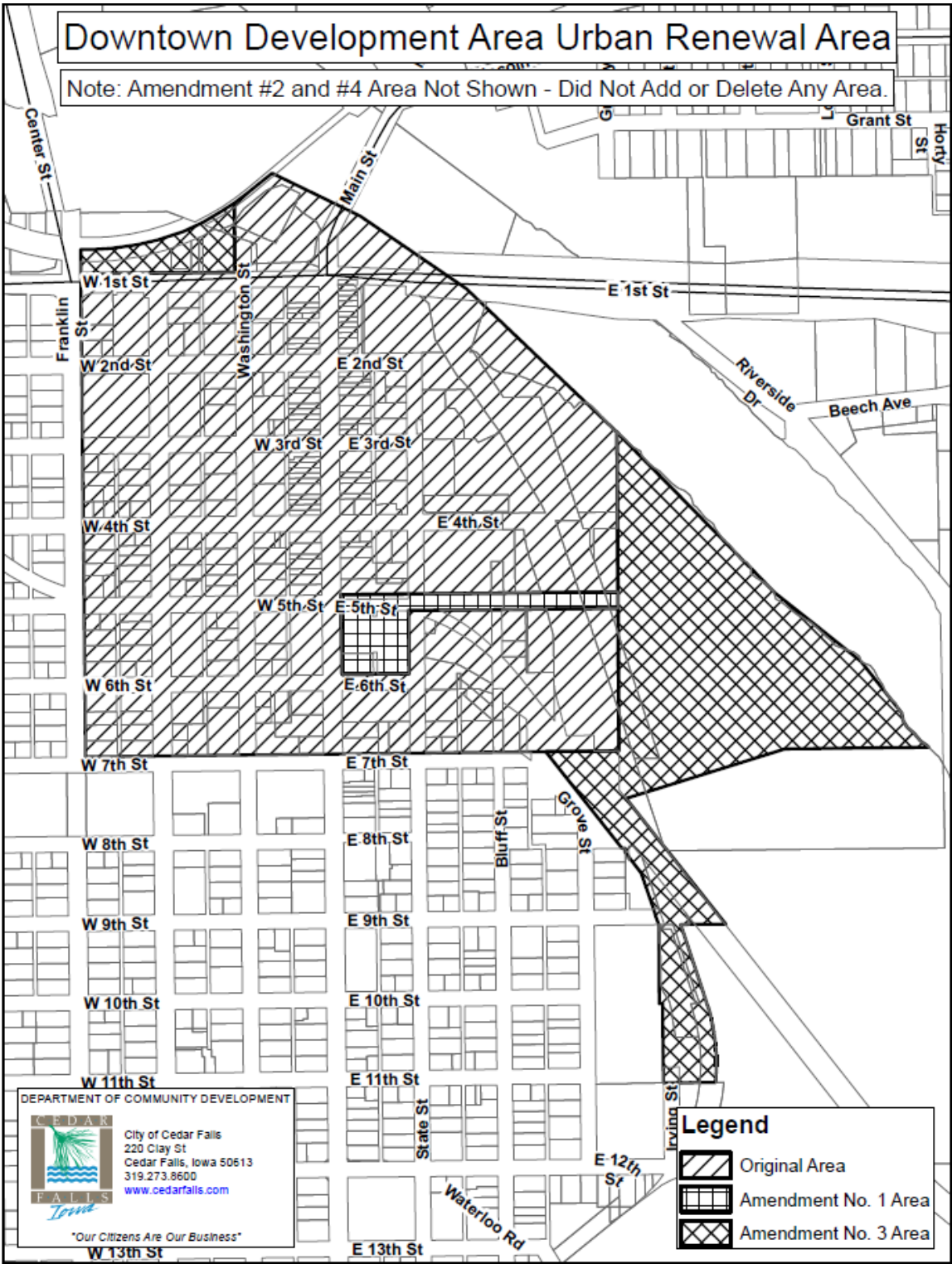
Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

### **SEVERABILITY CLAUSE**

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

### EXHIBIT A Maps of Downtown Development Area Urban Renewal Area





CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

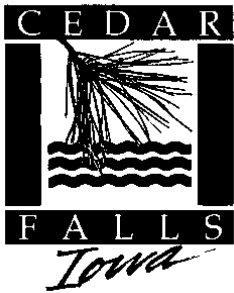
I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to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

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

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01790662-1\10283-167



## ADMINISTRATION

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

## MEMORANDUM

**TO:** Honorable Mayor Robert M. Green and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** November 10, 2020  
**SUBJECT:** Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan  
 Amendment No. 6

In December 2018 Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was adopted. The primary objective of establishing Amendment No. 5 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan was to add property that was recently acquired and annexed into the city for future industrial uses.

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

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

It is important to keep in mind that the projects and associated cost estimates are maximum expenditures for potential projects that **may** occur within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area over the next few years. To the best of our ability, staff is trying to identify all potential future projects to minimize the need for constant plan amendments that require significant amounts of staff time and legal expense.

The first step in the City Council review process of the Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan is to set a date of Consultation Session with local taxing entities and a date for public hearing. Staff recommends that City Council adopt the following attached Resolution prepared by the Ahlers Law Office:

1. Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan in the City of Cedar Falls, State of Iowa.



The Consultation Session (required by law) with the local taxing entities will be scheduled for November 24, 2020 while the date of Public Hearing will be set for December 21, 2020.

If you have any questions, please let me know.

Xc: Ron Gaines, PE, City Administrator

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

November 16, 2020

7:00 P.M.

## Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan

- Resolution setting dates of a consultation and a public hearing on a proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan in the City of Cedar Falls, State of Iowa.

**IMPORTANT INFORMATION**

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

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

November 16, 2020

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

\_\_\_\_\_

Absent: \_\_\_\_\_

Vacant: \_\_\_\_\_

\* \* \* \* \*

Council Member \_\_\_\_\_ then introduced the following proposed Resolution entitled "RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA", and moved that the same be adopted. Council Member \_\_\_\_\_ seconded the motion to adopt. The roll was called, and the vote was:

AYES: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED AMENDMENT NO. 6 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN IN THE CITY OF CEDAR FALLS, STATE OF IOWA

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

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

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

**Industrial Park Urban Renewal Area (1990)**

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

and

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



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

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

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

Except that portion described as follows:

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

and

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

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

Parcel 1: The East Eight Hundred Forty-three (843) feet of the West One Thousand Eighty-three (1,083) feet of the North Five Hundred Fifty (550) feet of

the Northeast Quarter (NE1/4) of Section Thirty-four (34), Township Eighty-nine (89) North, Range Fourteen (14) West of the 5th P.M., Black Hawk County, Iowa;

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

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

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

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

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

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

Beginning at the Northeast corner of said Section 34; thence South 00°39=19@ East on the East line of the Northeast 1/4 of said Section 34 a distance of 70.00 feet; thence South 89°19=13@ West a distance of 85.00 feet; thence North

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

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

and

**Northern Cedar Falls Industrial Park Urban Renewal Area - 2009**

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

and

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

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

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

And also,

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

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

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

And also,

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

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

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

And also,

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

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

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

Sixth Addition to the East line of the Northeast 1/4 of said Section 26; Thence Southerly on said East line to the point of beginning.

And also,

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

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

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

And also,

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

Beginning at the intersection of the Northwesterly Right-of-way line of the former Chicago, Great Western Railway Company property and the North line of the Northwest 1/4 of Section 25, Township 89 North, Range 14 West of the 5th P.M.;



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

And also,

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

Beginning at the intersection of the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M. and the Southerly prolongation of a line that is 100.00 feet West of and parallel with the West line of Lot 45 in Fairvalley Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of said parallel line and said parallel line to the present North Right-of-way line of University Avenue; Thence Easterly on the North Right-of-way line of University Avenue to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the Westerly Right-of-way line of Iowa Highway 58 to the present South Right-of-way line of East Seerley Boulevard; Thence Westerly on the present South Right-of-way line of East Seerley Boulevard to the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition; Thence Northerly on the Northerly prolongation of the West line of Lot 46 in said Fairvalley Addition to the present North Right-of-way line of East Seerley Boulevard; Thence Westerly on the present North Right-of-way line of east Seerley Boulevard to the present East Right-of-way line of Main Street; Thence Northerly on the present East Right-of-way line of Main Street to the present South Right-of-way line of East 22nd Street; Thence Easterly on the present South Right-of-way line of East 22nd Street and its Easterly prolongation to the present Westerly Right-of-way line of Iowa Highway 58; Thence Northerly on the present Westerly Right-of-way line of

Iowa Highway 58 to the East line of Taylor 2nd Addition, an official plat in the City of Cedar Falls, Iowa; Thence Northerly on said East line to the South line of Block 16 in said Taylor 2nd Addition; Thence Westerly on said South line to the East line of the West 1/2 of said Block 16; Thence Northerly on said East line to the present South Right-of-way line of East 17th Street; Thence Westerly on the present South Right-of-way line of East 17th Street to the present East Right-of-way line of State Street; Thence Northerly on the present East Right-of-way line of State Street to the present South Right-of-way line of East 15th Street; Thence Easterly on the present South Right-of-way line of East 15th Street to the present East Right-of-way line of Bluff Street; Thence Northerly on the present East Right-of-way line of Bluff Street to the present South Right-of-way line of East 14th Court; Thence Easterly on the present South Right-of-way line of East 14th Court to the West line of Behrens' Addition, an official plat in the City of Cedar Falls, Iowa; Thence Southerly on said West line to the South line of said Behrens' Addition; Thence Easterly on the South line of said Behrens' Addition, 34.50 feet to the Southwesterly corner of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office; Thence Northeasterly on the Northwesterly line of the parcel of land described in City Lot Deed Book 619, Page 476 and recorded in the Black Hawk County Recorder's Office and its Northeasterly prolongation to the present Northeasterly Right-of-way line of Waterloo Road; Thence Northwesterly on the present Northeasterly Right-of-way line of Waterloo Road to the present Southeasterly Right-of-way line of Utility Parkway; Thence Northeasterly on the present Southeasterly Right-of-way line of Utility Parkway to the point of intersection of the present Southeasterly Right-of-way line of Utility Parkway and the Southerly prolongation of the West line of Lot 6 of Block 6 in T. Mullarky's Addition (part vacated), an official plat in the City of Cedar Falls, Iowa; Thence Northerly on the Southerly prolongation of the West line of said Lot 6 to the Southwesterly corner of said Lot 6; Thence Easterly on the South line of said Lot 6 to the Easterly Right-of-way line of the Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the Northwestern Transportation Company); Thence Northerly on the Easterly Right-of-way line of the former Wisconsin Iowa and Nebraska Railroad Company (later the Chicago, Great Western Railway Company now the former Northwestern Transportation Company) to the present South Right-of-way line of East 9th Street; Thence Easterly on the present South Right-of-way line of East 9th Street to the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property; Thence Southeasterly on the present Southwesterly Right-of-way line of the Iowa Northern Railway Company's property to the present Southeasterly Right-of-way line of Iowa Highway 58; Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present North Right-of-way line of Grand Boulevard; Thence Westerly on the present North Right-of-way line of Grand Boulevard to the Northerly prolongation of the present West Right-of-way line of East Street; Thence Southerly on the Northerly prolongation of the present West Right-of-way line of East Street and the West Right-of-way line of East Street to the Southeasterly Right-of-way line of Iowa Highway 58;

Thence Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the present Northeasterly Right-of-way line of Waterloo Road; Thence continuing Southwesterly on the present Southeasterly Right-of-way line of Iowa Highway 58 to the North line of Lot 534 in Pacific Addition, an official plat in the City of Cedar Falls, Iowa; Thence Westerly on said North line to a point that is 85.00 feet Easterly of the Northwest corner of said Lot 534; Thence Southerly to a point that is on the North line of Lot 2 in Block 2 of Bixby's Subdivision, an official plat in the City of Cedar Falls, Iowa, and 85.53 feet (85.00 feet record) Easterly of the Northwest corner of said Lot 2; Thence Easterly on the North line of Lots 2 and 1 in said Block 2 of Bixby's Subdivision to the present Southwesterly Right-of-way line of Waterloo Road; Thence Southeasterly on the present Southwesterly Right-of-way line of Waterloo Road to the present West Right-of-way line of East Street; Thence Southerly on the present West Right-of-way line of East Street to the present Northerly Right-of-way line of 18th Street; Thence continuing Southerly on the present West Right-of-way line of East Street to the present South Right-of-way line of East 19th Street; Thence Westerly on the present South Right-of-way line of East 19th Street to a line that is 12.50 feet West of and parallel with the East line of Lots 550, 551, 552 and 553 of said Pacific Addition; Thence Southerly on said parallel line to the South line of the North 58.00 feet of Lot 551 of said Pacific Addition; Thence Westerly on said South line to the East line of Lot 526 of said Pacific Addition; Thence Southerly on the East line of Lots 526 and 525 to the South line of said Pacific Addition, also being the North line of the Southeast 1/4 of Section 13, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on the South line of said Pacific Addition and the North line of Southeast 1/4 of said Section 13 and the North line of Galloway Addition, an official plat in the City of Cedar Falls, Iowa, to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the Easterly Right-of-way line of Iowa Highway 58 to the Westerly line of Lot 4 of said Fairvalley Addition; Thence continuing Southerly on the present Easterly Right-of-way line of Iowa Highway 58, also being the Westerly line of Lot 4 of said Fairvalley Addition, to the present North Right-of-way line of Seerley Boulevard; Thence Southerly to the Northeast corner of Lot 41 of said Fairvalley Addition, being on the present South Right-of-way line of Seerley Boulevard; Thence Westerly, 44.45 feet on the present South Right-of-way line of Seerley Boulevard, also being the North line of Lot 41 of said Fairvalley Addition to the present Easterly Right-of-way line of Iowa Highway 58; Thence Southerly on the present Easterly Right-of-way line of Iowa Highway 58 to the North line of the Northeast 1/4 of Section 24, Township 89 North, Range 14 West of the 5th P.M.; Thence Westerly on said North line to the point of beginning; all in the City of Cedar Falls, County of Black Hawk, State of Iowa.

And also,

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

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

and

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

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

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

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

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

**Land removed by Amendment No. 4:**

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

Commencing at the Northwest corner of said Section 35;  
 thence along the West line of said Section 35 South to the Southerly right of way line of Viking Road, being the Point of Beginning;  
 thence along said Southerly right of way to the Northwest corner of Parcel D described in Plat of Survey recorded in File 2018-00009903 in the Office of the Black Hawk County Recorder;  
 thence along the Westerly line of said Parcel D South to the South line of the North 700 feet of said Section 35;  
 thence along said Westerly line of said Parcel D and along said South line of the North 700 feet East to the West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter of said Section 35;  
 thence along the Westerly line of said Parcel D and along said West line of the East 320 feet of the Northwest Quarter of the Northwest Quarter South to the Northwest corner of Cedar Falls Industrial Park Phase 9;  
 thence along the West line of said Cedar Falls Industrial Park Phase 9 South to the Northwest corner of Cedar Falls Industrial Park Phase 13;  
 thence along the West line of said Cedar Falls Industrial Park Phase 13 South to the Northwest corner of Lot 4 in Cedar Falls Technology Park Phase 1;  
 thence along the West line of said Lot 4 South to the Northerly right of way line of Technology Parkway;  
 thence along said Northerly right of way line Westerly to the West line of said Section 35;  
 thence along said West line North to the Point of Beginning;

and also,

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

Commencing at the Northeast corner of said Section 36;  
 thence along the East line of said Section 36 South to the Northerly right of way line of Viking Road, being the Point of Beginning;  
 thence along the East line of said Section 36 South to the Southeast corner of said Section 36;  
 thence along the South line of said Section 36 West to the Northeast corner of said Section 2;  
 thence along the East line of said Section 2 South to the Northerly right of way line of U.S. Highway 20;



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

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

thence Northerly to the Southwest corner of Parcel No. 1 as described in Land Deed Book 563 Page 674 in the Office of the Black Hawk County Recorder, point being on the Southerly right of way line of Ridgeway Avenue;

thence along the Westerly line of said Parcel No. 1 Northerly to the Southeast corner of Parcel No. 3 as described in in Land Deed Book 559 Page 446 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel No. 3 Northerly to the Southeasterly corner of Tract B as described in Land Deed Book 558 Page 715 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said Parcel B Northerly to the South line of Tract A as described in said Land Deed Book 558 Page 715;

thence along said South line East to the Southeast corner of said Tract A;

thence along the East line of said Tract A North to the Southeast corner of a parcel of land described in Land Deed Book 559 Page 532 in the Office of the Black Hawk County Recorder;

thence along the Easterly line of said parcel of land described in Land Deed Book 559 Page 532 Northerly to the Southwest corner of East Viking Plaza Addition;

thence along the Westerly line of said East Viking Plaza Addition Northerly to the Southwesterly corner of Tract B in said East Viking Plaza Addition;

thence along the Southeasterly line of said Tract B Northeasterly to the Northeasterly corner of said Tract B, being on the Southerly right of way line of Viking Road;

thence along said Southerly right of way line Easterly to the Point of Beginning;

and also,

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

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

And also,

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

Commencing at the Northwest corner of said Section 35;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Land Added by Amendment No. 4:**

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

- Commencing at the Southeast corner of said Southeast Quarter;
- thence along the South line of said Southeast Quarter West to the Southeast corner of Tract A in GENCOM Addition, being the Point of Beginning;
- thence continuing along said South line West to a point being 1875.5 feet West of the Southeast corner of said Southeast Quarter;
- thence on a line that is normal to the South line of said Southeast Quarter Northerly to the Northerly right of way line of said Viking Road;
- thence along said Northerly right of way line Easterly to the Southeast corner of Lot 4 in said GENCOM Addition;
- thence along the East line of said GENCOM Addition Southerly to the Point of Beginning;

and also,

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

- Beginning at the Southwest corner of said Section 26;
- thence along the West line of said Section 26 North to the Northerly right of way line of said Viking Road;
- thence along said Northerly right of way line Easterly to Easterly right of way line of Hudson Road;
- thence South on a line that is normal to the South line of said Section 26 to the South line of said Section 26;
- thence along said South line West to the Point of Beginning;

and also,

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

- Beginning at the Southeast corner of said Section 27;
- thence along the East line of said Section 27 North to the Northerly right of way line of said Viking Road;
- thence along said Northerly right of line Westerly to the West line of the Southeast quarter of the Southeast quarter of said Section 27;
- thence Southerly along said West line a distance of forty two (42) feet, as recorded in Document 2005-17138 in the Office of the Black Hawk County Recorder, to the South right of way line of said Viking Road;

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

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

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

**Land Added by Amendment No. 5:**

Viking Road ROW (North side):

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

And also,

S Union Road ROW (West side):

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

And also,

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

And also,

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

And also,

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

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

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

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

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed Amendment No. 6 and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, Code of Iowa, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed Amendment No. 6 subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

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

Section 1. That the consultation on the proposed Amendment No. 6 required by Section 403.5(2), Code of Iowa, as amended, shall be held on the November 24, 2020, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa, at 11:00 A.M., and the Economic Development Coordinator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2), Code of Iowa.

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, along with a copy of this Resolution and the proposed Amendment No. 6, the notice to be in substantially the following form:



NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF CEDAR FALLS, STATE OF IOWA AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED AMENDMENT NO. 6 TO THE CEDAR FALLS UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN FOR THE CITY OF CEDAR FALLS, STATE OF IOWA

The City of Cedar Falls, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1), Code of Iowa, as amended, commencing at 11:00 A.M. on November 24, 2020, in the Duke Young Conference Room, City Hall, 220 Clay Street, Cedar Falls, Iowa concerning a proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan for the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The Economic Development Coordinator, or his delegate, as the designated representative of the City of Cedar Falls, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa, as amended.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)

Section 3. That a public hearing shall be held on the proposed Amendment No. 6 before the City Council at its meeting which commences at 7:00 P.M. on December 21, 2020, in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Waterloo-Cedar Falls Courier, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A  
PROPOSED AMENDMENT NO. 6 TO THE CEDAR FALLS  
UNIFIED HIGHWAY 58 CORRIDOR URBAN RENEWAL PLAN  
FOR AN URBAN RENEWAL AREA IN THE CITY OF CEDAR  
FALLS, STATE OF IOWA

The City Council of the City of Cedar Falls, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on December 21, 2020 in the Council Chambers, City Hall, 220 Clay Street, Cedar Falls, Iowa, to consider adoption of a proposed Amendment No. 6 to the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Amendment") concerning an Urban Renewal Area in the City of Cedar Falls, State of Iowa.

Due to public health concerns related to COVID-19, the public may access the meeting in person or electronically, pursuant to Iowa Code Section 21.8, as follows:

Zoom:

<https://zoom.us/j/96272871738>

Telephone:

(312)626-6799

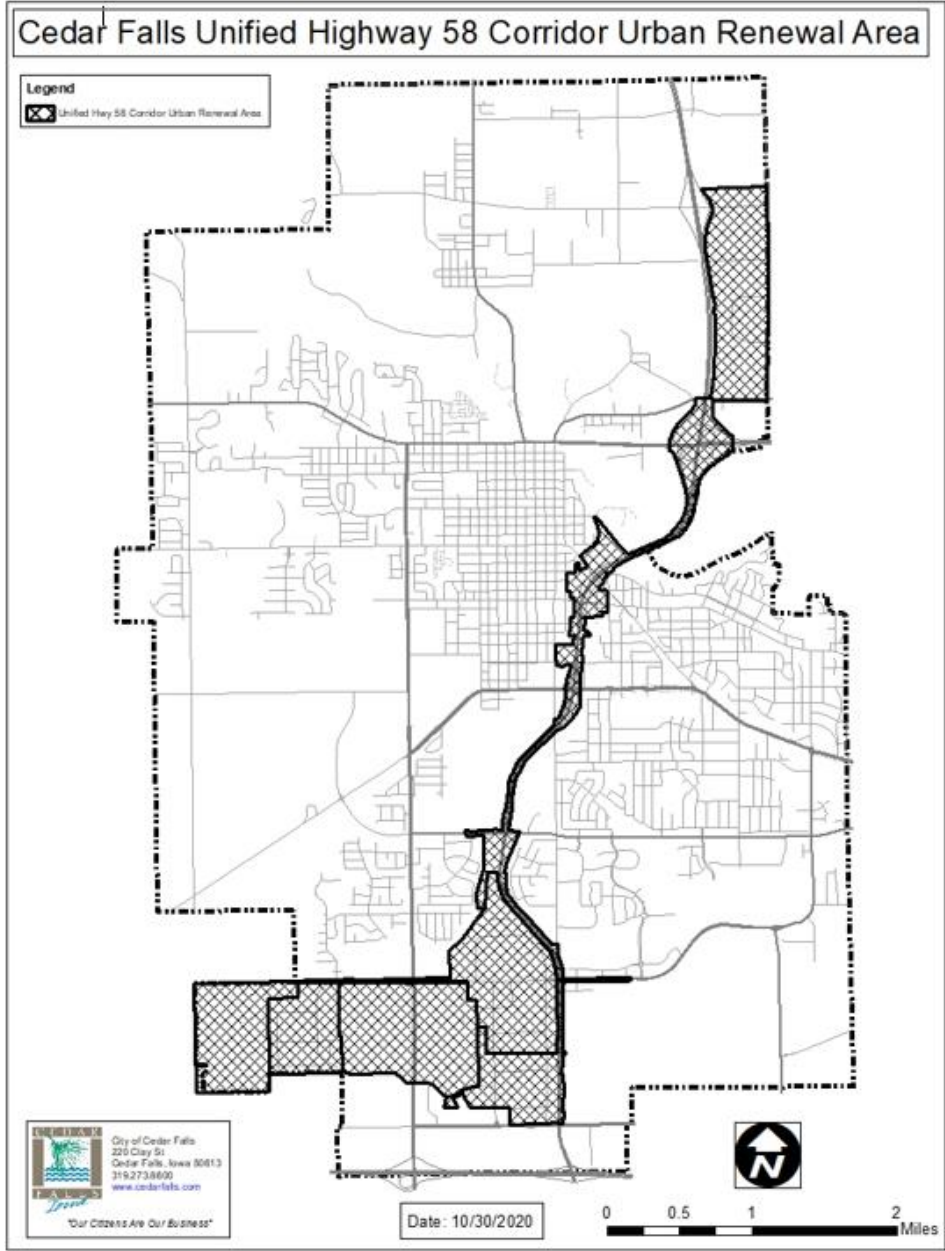
Access Code: 962 7287 1738

YouTube:

<https://www.youtube.com/channel/UCCzeig5nIS-dIEYisqah1uQ>

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing. Please check the posted agenda in advance of the December 21, 2020 meeting for any updates to the manner in which the public may access the hearing. Please contact the Economic Development Director's office at [Shane.Graham@cedarfalls.com](mailto:Shane.Graham@cedarfalls.com) if you have questions about the format of the meeting, or to request a copy of the Amendment.

The Urban Renewal Area contains the land generally depicted in the following map:



A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of Cedar Falls, Iowa.

The City of Cedar Falls, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction

of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The City also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed Amendment No. 6 would add projects and update and modify the status and budget figures of certain previously identified projects within the Unified Urban Renewal Area. The proposed Amendment adds no new land to the Urban Renewal Area.

Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of Cedar Falls, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(End of Notice)



Section 5. That the proposed Amendment No. 6, attached hereto as Exhibit 1, for the Unified Urban Renewal Area described therein is hereby officially declared to be the proposed Amendment No. 6 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 16<sup>th</sup> day of November, 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

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

# Exhibit 1

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

### CITY OF CEDAR FALLS, IOWA

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

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

**CITY OF CEDAR FALLS, IOWA**

**INTRODUCTION AND BACKGROUND**

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

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

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

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

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

**DESCRIPTION OF THE URBAN RENEWAL AREA**

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

## **AREA DESIGNATION**

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

## **DEVELOPMENT PLAN**

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

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

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

## **PROJECT AREA OBJECTIVES**

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

## **TYPE OF RENEWAL ACTIVITIES**

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

## **AMENDMENT NO. 1 URBAN RENEWAL PROJECTS**

### **COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

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

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
Construction of current or future public infrastructure within the Urban Renewal Plan Area to include new and reconstructed roadways, including but not limited to roadways in Phase III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$1,483,869
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications, including but not limited to infrastructure in Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$2,000,000
Associated engineering, design and inspection costs for the future roadway and infrastructure projects, including but not limited to these costs incurred for Phases III and IV of West Viking Road Industrial Park.	Economic Development – promotion of commercial/industrial	\$750,000
Viking Road 4 Lane project to include the design and construction to increase Viking Road from two lanes to four lanes from Westminster Drive to Hudson Road.	Economic Development – promotion of commercial/industrial	\$2,000,000
Phase II construction for Leversee Road north to Lone Tree Road west to Highway 218 Interchange along with associated infrastructure improvements, design and inspection.	Economic Development – promotion of commercial/industrial	\$2,000,000

Cedar Falls Wastewater Treatment Facility Sanitary Sewer Disinfection Project	Economic Development – promotion of commercial/industrial	\$2,645,000
Target Corporation for 2115 Technology Parkway	Economic Development – promotion of commercial/industrial	\$164,122 <i>(Completed since Amendment No. 3)</i>
Cedar Falls Mayor’s Pedestrian Bridge Crossing at Greenhill Road and Highway 58	Economic Development- promotion of commercial/industrial	\$3,000,000 <i>(Completed since Amendment No. 4)</i>
Realty Income Properties 8, LLC for 1100 Technology Parkway	Economic Development- promotion of commercial/industrial	\$309,129 <i>(Completed since Amendment No. 5)</i>
	<b>TOTAL:</b>	<b>\$14,352,120</b>

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

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

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
<b>1) Development and Tax Rebate Agreements:</b>		
Development and Tax Rebate Agreements for future City Council approved agreements tied to increased taxable valuation and/or the creation/retention of jobs within the Urban Renewal Area.	Economic Development- promotion of commercial/industrial	\$6,000,000 <i>(Amendment No. 6 adds \$2,500,000)</i>



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

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

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

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

### **AMENDMENT NO. 2 URBAN RENEWAL PROJECTS**

#### **COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

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

<b>Description</b>	<b>Rationale</b>	<b>Cost to be Reimbursed by Incremental Tax Revenues</b>
<b>1) City Identified Improvement Projects</b>		
2015/2016 Pavement Management Program including but not limited to Asphalt Overlays of Commerce Drive from Chancellor Drive to end of new section, Nordic Drive from West Viking Road to north approximately 1,400', and Savannah Park Road from Chancellor Drive to Nordic Drive	Economic Development – promotion of commercial/industrial	\$584,711
<b>2) Cedar Falls Utilities TIF Expenses</b>		

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

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

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

<b>Description</b>	<b>Rationale</b>	<b>Estimated cost to be Reimbursed by Incremental Tax Revenues</b>
<b>1) City Identified Improvement Projects</b>		
Prairie Lakes Trail Connection project in the areas of Chancellor Drive, Commerce Drive, Technology Parkway	Economic Development – promotion of commercial/ industrial	\$200,000

and Ridgeway Avenue. Includes design, construction and related project expenses.		
Cedar Falls Zoning Ordinance Update and Revisions. To include professional services related to the revising, amending, and updating the City's Zoning Ordinance within the Urban Renewal Plan Area.	Economic Development— promotion of commercial/industrial	\$50,000
<b>2) Personnel Costs and Other Administrative Expenses to Support Urban Renewal Projects and Planning</b>		
Staffing/Personnel related expenses including but not limited to salary and benefits incurred by Community Development Department and other City personnel tied to supporting economic development and urban renewal projects within the Urban Renewal Area. Plan Amendment preparation and administration included.	Economic Development – promotion of commercial/ industrial	\$600,000 <i>(Amendment No. 5 added \$200,000)</i>
	<b>TOTAL for Ongoing Projects in Amendment No. 2:</b>	<b>\$850,000</b>

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

**AMENDMENT NO. 3 URBAN RENEWAL PROJECTS**

**COMPLETED AND/OR FULLY CERTIFIED URBAN RENEWAL PROJECTS:**

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

Description	Rationale	Cost to be Reimbursed by Incremental Tax Revenues
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<b>1) City Identified Improvement Projects</b>		
<p>Dry Run Creek Sanitary Sewer Improvements including replacing 5,400' of sewer main ranging from 30" to 42" and rehabilitating 1,760' of 36" sewer main due to showing signs of failure. Only those portions of the improvements that fall within the Urban Renewal Area are eligible for reimbursement. It has been determined that 38% of the total project falls within the Urban Renewal Area.</p>	<p>Economic Development – promotion of commercial/industrial</p>	<p>\$4,500,000</p>
<p>2016-2018 Pavement Management Program including but not limited to Asphalt Overlays of Technology Parkway from Hudson Road to Chancellor Drive, Westminster Drive from Nordic Drive to west approximately 1,500' to curve, and other overlay projects within the Urban Renewal Area.</p>	<p>Economic Development – promotion of commercial/industrial</p>	<p>\$800,000</p>
<p>University Avenue/Highway 58 Interchange reconstruction within the Urban Renewal Area including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, landscaping, design and construction related inspection.</p>	<p>Economic Development – promotion of commercial/industrial</p>	<p>\$8,000,000</p>
	<p><b>TOTAL:</b></p>	<p><b>\$13,300,000</b></p>



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

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

Description	Rationale	Estimated cost to be Reimbursed by Incremental Tax Revenues
<b>1) City Identified Improvement Projects</b>		
Construction of current or future public infrastructure within the Urban Renewal Area to include new and reconstructed roadways in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$10,000,000 <i>(Amendment No. 6 adds \$7,500,000)</i>
Infrastructure tied to the new or reconstructed roadways to include but not limited to water, sanitary sewer, storm sewer, gas, electric, rail and communications in the Urban Renewal Area.	Economic Development – promotion of commercial/ industrial	\$6,000,000 <i>(Amendment No. 5 added \$2,000,000)</i> <i>(Amendment No. 6 adds \$2,000,000)</i>
Associated engineering, design and inspection costs incurred for the future roadway and infrastructure projects within the Urban Renewal Area.	Economic Development— promotion of commercial/industrial	\$2,000,000 <i>(Amendment No. 5 added \$500,000)</i> <i>(Amendment No. 6 adds \$1,000,000)</i>
Roadway and related infrastructure improvements including design, inspection and other associated costs for the extension of Viking Road and other road extension or reconstruction projects within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$1,500,000 <i>(Amendment No. 6 adds \$750,000)</i>
<b>2) Cedar Falls Utilities TIF Projects</b>		

Additional electric utility installations and relocations necessary for development and growth within the Urban Renewal Area.	Economic Development – promotion of commercial/industrial	\$9,800,000 <b>(Amendment No. 5 added \$7,000,000)</b>
	<b>TOTAL for Ongoing Projects in Amendment No. 3:</b>	<b>\$29,300,000</b>

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

### **PROPOSED URBAN RENEWAL PROJECTS** **(AMENDMENT NO. 6)**

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

<b>Project</b>	<b>Estimated Date</b>	<b>Estimated cost to be Reimbursed by Incremental Tax Revenues</b>	<b>Rationale</b>
Reconstruction of W. Viking Road from just west of Production Drive to S. Union Road, including but not limited to the reconstruction of the road, right-of-way, roundabouts, grading, storm sewer, sanitary sewer, street lights, water main, sidewalks, landscaping, design and construction related inspection.	2020-2024	\$5,000,000	Economic Development – promotion of commercial/industrial
Construction of a pedestrian trail along W. Viking Road from Hudson Road to S. Union Road, and other areas within the Urban Renewal Area. Includes design, construction and related project expenses.	2020-2030	\$2,000,000	Construction of pedestrian trails within the Urban Renewal Area will increase the quality of life for employers/employees within the Area, and will help to attract

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

### **FINANCIAL DATA**

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

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

A specific amount of actual debt to be incurred for the Proposed Projects in this Amendment No. 6 and the previously approved on-going projects (Amendments No. 1, 2, 3) as updated through this Amendment No. 6 has not yet been determined. The City Council will consider each Project proposal on a case-by-case basis to determine if it is

consistent with the Plan and in the public's best interest to participate in the Project. These Projects, if approved, will commence and be concluded over a number of years. In no event will debt be incurred that would exceed the City's debt capacity. It is further expected that such indebtedness, including interest on the same, will be financed in whole or in part with tax increment revenues from the Urban Renewal Area.

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

### **URBAN RENEWAL FINANCING**

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

A. Tax Increment Financing.

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

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

B. General Obligation Bonds.

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

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

### **PROPERTY ACQUISITION/DISPOSITION**

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

### **RELOCATION**

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

### **STATE AND LOCAL REQUIREMENTS**

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

### **REPEALER AND SEVERABILITY**

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

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

### **URBAN RENEWAL PLAN AMENDMENTS**

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

### **EFFECTIVE PERIOD**

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

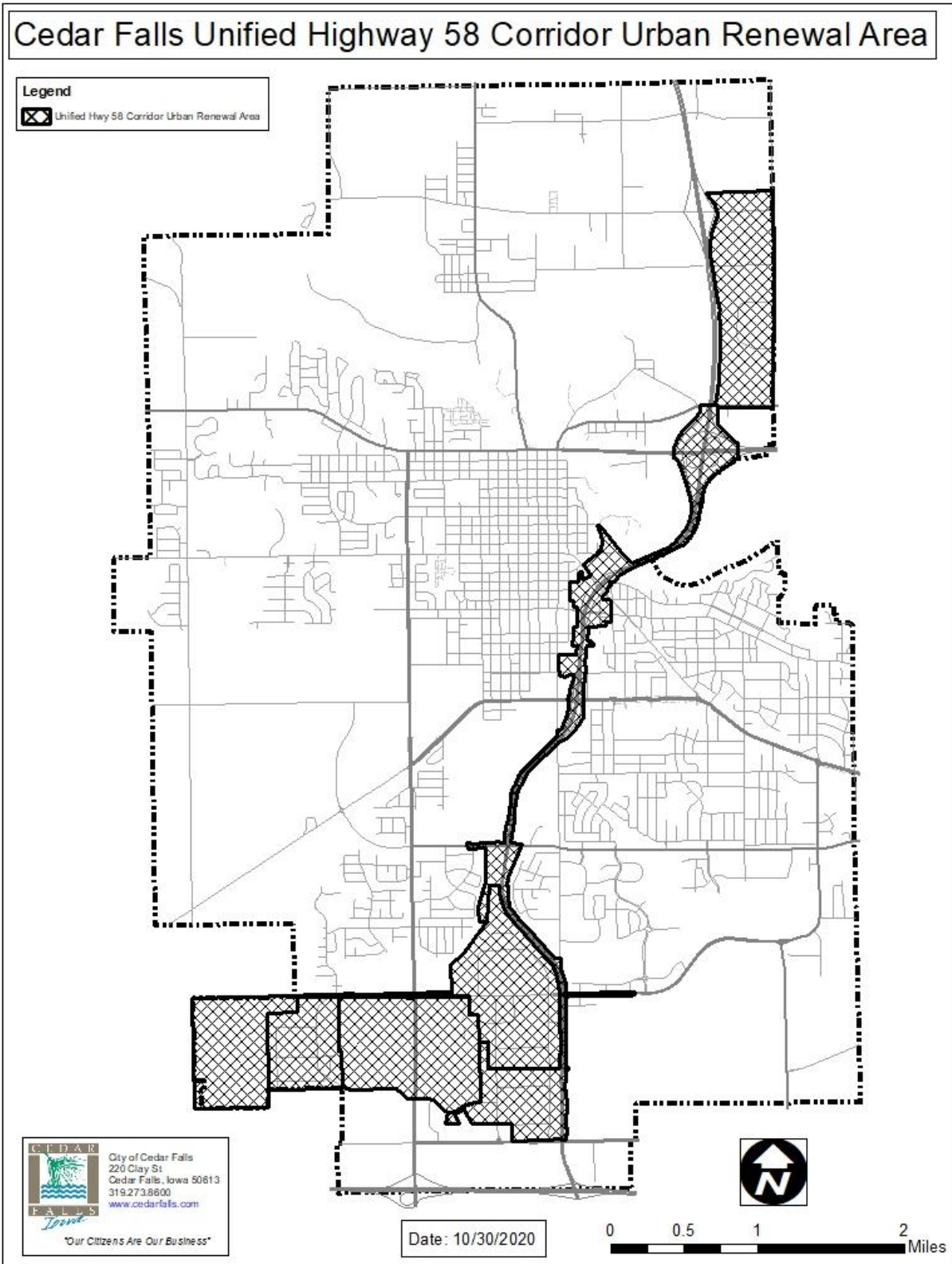
The division of revenues shall continue on the Unified Urban Renewal Area for the maximum period allowed by law.

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

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



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



CERTIFICATE

STATE OF IOWA )  
 ) SS  
COUNTY OF BLACK HAWK )

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

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

\_\_\_\_\_  
City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

01790364-1\10283-180

Daily Invoices for Council Meeting 11/16/20

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 04/2021

Item 30.

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1028-441.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
659		04/21 AP		10/08/20	0005247	ADVANTAGE ADMIN-SECT.105	1.37			11/03/20
						HEALTH INS. REIMBURSEMENT				
ACCOUNT TOTAL							1.37	.00	1.37	
101-1028-441.89-17 MISCELLANEOUS SERVICES / BANK SERVICE CHARGES										
659		04/21 AP		10/30/20	0005262	FARMERS STATE BANK	20.00			11/03/20
						OUTGOING WIRE FEE LINCOLN SAVINGS MM				
659		04/21 AP		10/30/20	0005263	FARMERS STATE BANK	12.00			11/03/20
						INCOMING WIRE FEE VERIDIAN CD				
659		04/21 AP		10/21/20	0005261	FARMERS STATE BANK	20.00			11/03/20
						VOYA OUTGOING WIRE FEE 10/23/20 PAYROLL				
659		04/21 AP		10/07/20	0005260	FARMERS STATE BANK	20.00			11/03/20
						VOYA OUTGOING WIRE FEE 10/09/20 PAYROLL				
ACCOUNT TOTAL							72.00	.00	72.00	
101-1060-423.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT										
659		04/21 AP		10/21/20	0005249	ADVANTAGE ADMIN-SECT.105	20.00			11/03/20
						HEALTH INS. REIMBURSEMENT				
ACCOUNT TOTAL							20.00	.00	20.00	
101-1060-423.72-76 OPERATING SUPPLIES / PUBLIC RELATIONS										
662		05/21 AP		10/16/20	0395104	MOVIE LICENSING USA	851.00			10/30/20
						SITE LICENSE RENEW 1YR 12/01/20-11/30/21				
ACCOUNT TOTAL							851.00	.00	851.00	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
681		05/21 AP		09/27/20	0395110	QUADIENT FINANCE USA, INC.	300.00			10/30/20
						POSTAGE				
ACCOUNT TOTAL							300.00	.00	300.00	
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
681		05/21 AP		10/12/20	0395097	GORDON FLESCH COMPANY INC	831.53			10/30/20
						COPIER CONTRACT 015-1483981-000				
ACCOUNT TOTAL							831.53	.00	831.53	
101-1060-423.85-01 UTILITIES / UTILITIES										
662		05/21 AP		10/05/20	0395091	CEDAR FALLS UTILITIES	4,435.85			10/30/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.85-01 UTILITIES / UTILITIES										
LIBRARY UTILITIES										
ACCOUNT TOTAL							4,435.85	.00	4,435.85	
101-1060-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
681		05/21 AP		10/27/20	0395098	HAWKEYE ALARM & SIGNAL CO.	85.00		10/30/20	
SERVICE CALL TO RESET ALARM PANEL										
662		05/21 AP		10/19/20	0395095	CITY LAUNDERING CO.	28.00		10/30/20	
LIBRARY MAT SERVICE										
681		05/21 AP		10/15/20	0395111	QUADIENT, INC.	149.85		10/30/20	
QUADIENT METER RENTAL 11/14/20-02/13/21										
662		05/21 AP		10/12/20	0395094	CINTAS FIRST AID & SAFETY	23.37		10/30/20	
FIRST AID SUPPLIES										
662		05/21 AP		10/05/20	0395095	CITY LAUNDERING CO.	28.00		10/30/20	
LIBRARY MAT SERVICE										
659		04/21 AP		10/02/20	0005276	PROFESSIONAL SOLUTIONS	8.27		11/03/20	
SEPTEMBER CREDIT CARD FEE										
ACCOUNT TOTAL							322.49	.00	322.49	
101-1060-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
662		05/21 AP		10/05/20	0395088	BAKER & TAYLOR BOOKS	28.53		10/30/20	
ADULT BOOKS (MEM MCGOVERN)										
ACCOUNT TOTAL							28.53	.00	28.53	
101-1060-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
681		05/21 AP		10/21/20	0395088	BAKER & TAYLOR BOOKS	12.79		10/30/20	
YOUTH BOOKS (MEM MILLER)										
662		05/21 AP		09/30/20	0395088	BAKER & TAYLOR BOOKS	10.39		10/30/20	
YOUTH BOOKS (MEM MILLER)										
ACCOUNT TOTAL							23.18	.00	23.18	
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
662		05/21 AP		10/12/20	0395088	BAKER & TAYLOR BOOKS	121.60		10/30/20	
FOTL:ADULT-ADULT BOOKS										
662		05/21 AP		10/09/20	0395088	BAKER & TAYLOR BOOKS	92.10		10/30/20	
FOTL:ADULT-ADULT BOOKS										
662		05/21 AP		10/07/20	0395088	BAKER & TAYLOR BOOKS	14.24		10/30/20	
FOTL:ADULT-ADULT BOOKS										
662		05/21 AP		10/01/20	0395113	STOREY KENWORTHY	16.60		10/30/20	
FOTL:YOUTH-ORANGE CARDSTOCK										
662		05/21 AP		09/30/20	0395088	BAKER & TAYLOR BOOKS	57.95		10/30/20	
FOTL:ADULT-ADULT BOOKS										

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued				
662		05/21 AP	09/30/20	0395088	BAKER & TAYLOR BOOKS	222.75				10/30/20
		FOTL:LITERACY-ADULT BOOKS								
662		05/21 AP	09/30/20	0395105	NISSSEN, THOMAS	670.00				10/30/20
		FOTL:YA-MINECRAFT PASS								
662		05/21 AP	09/29/20	0395106	NOAH RIEMER PRODUCTIONS	150.00				10/30/20
		FOTL:YOUTH-DUKE OTHERWISE PERFORMANCE								
ACCOUNT TOTAL						1,345.24		.00		1,345.24
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
662		05/21 AP	10/01/20	0395107	OCLC, INC.	729.27				10/30/20
		CATALOG AND METADATA MONTHLY SUBSCRIPTION								
ACCOUNT TOTAL						729.27		.00		729.27
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
681		05/21 AP	10/23/20	0395088	BAKER & TAYLOR BOOKS	157.90				10/30/20
		ADULT BOOKS								
681		05/21 AP	10/21/20	0395088	BAKER & TAYLOR BOOKS	454.17				10/30/20
		ADULT BOOKS								
681		05/21 AP	10/16/20	0395088	BAKER & TAYLOR BOOKS	137.01				10/30/20
		ADULT BOOKS								
662		05/21 AP	10/15/20	0395088	BAKER & TAYLOR BOOKS	180.94				10/30/20
		ADULT BOOKS								
662		05/21 AP	10/14/20	0395088	BAKER & TAYLOR BOOKS	415.93				10/30/20
		ADULT BOOKS								
662		05/21 AP	10/12/20	0395088	BAKER & TAYLOR BOOKS	234.23				10/30/20
		ADULT BOOKS								
681		05/21 AP	10/12/20	0395100	IOWA POETRY ASSOCIATION	9.00				10/30/20
		ADULT BOOKS								
662		05/21 AP	10/09/20	0395088	BAKER & TAYLOR BOOKS	146.11				10/30/20
		ADULT BOOKS								
662		05/21 AP	10/07/20	0395088	BAKER & TAYLOR BOOKS	164.65				10/30/20
		ADULT BOOKS								
662		05/21 AP	10/05/20	0395088	BAKER & TAYLOR BOOKS	506.13				10/30/20
		ADULT BOOKS								
662		05/21 AP	09/30/20	0395088	BAKER & TAYLOR BOOKS	331.71				10/30/20
		ADULT BOOKS								
662		05/21 AP	09/28/20	0395088	BAKER & TAYLOR BOOKS	367.23				10/30/20
		ADULT BOOKS								
662		05/21 AP	09/25/20	0395088	BAKER & TAYLOR BOOKS	155.35				10/30/20
		ADULT BOOKS								
662		05/21 AP	09/24/20	0395088	BAKER & TAYLOR BOOKS	115.69				10/30/20
		ADULT BOOKS								
ACCOUNT TOTAL						3,376.05		.00		3,376.05

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-21						MISCELLANEOUS SERVICES / YOUNG ADULT BOOKS				
681		05/21 AP		10/23/20	0395088	BAKER & TAYLOR BOOKS	54.01			10/30/20
						YOUNG ADULT BOOKS				
681		05/21 AP		10/16/20	0395088	BAKER & TAYLOR BOOKS	85.97			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		10/15/20	0395088	BAKER & TAYLOR BOOKS	52.42			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		10/12/20	0395088	BAKER & TAYLOR BOOKS	35.99			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		10/09/20	0395088	BAKER & TAYLOR BOOKS	110.94			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		10/07/20	0395088	BAKER & TAYLOR BOOKS	433.21			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		10/05/20	0395088	BAKER & TAYLOR BOOKS	56.07			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		09/30/20	0395088	BAKER & TAYLOR BOOKS	32.57			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		09/28/20	0395088	BAKER & TAYLOR BOOKS	10.07			10/30/20
						YOUNG ADULT BOOKS				
662		05/21 AP		09/24/20	0395088	BAKER & TAYLOR BOOKS	149.85			10/30/20
						YOUNG ADULT BOOKS				
						ACCOUNT TOTAL	1,021.10	.00	1,021.10	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
681		05/21 AP		10/23/20	0395088	BAKER & TAYLOR BOOKS	31.24			10/30/20
						YOUTH BOOKS				
681		05/21 AP		10/21/20	0395088	BAKER & TAYLOR BOOKS	337.00			10/30/20
						YOUTH BOOKS				
681		05/21 AP		10/16/20	0395088	BAKER & TAYLOR BOOKS	128.89			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/15/20	0395088	BAKER & TAYLOR BOOKS	34.51			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/14/20	0395088	BAKER & TAYLOR BOOKS	436.00			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/14/20	0395088	BAKER & TAYLOR BOOKS	60.01			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/12/20	0395088	BAKER & TAYLOR BOOKS	117.57			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/09/20	0395088	BAKER & TAYLOR BOOKS	124.29			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/07/20	0395088	BAKER & TAYLOR BOOKS	152.19			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/05/20	0395088	BAKER & TAYLOR BOOKS	401.60			10/30/20
						YOUTH BOOKS				
662		05/21 AP		10/01/20	0395088	BAKER & TAYLOR BOOKS	1,036.08			10/30/20
						YOUTH BOOKS				
662		05/21 AP		09/30/20	0395088	BAKER & TAYLOR BOOKS	194.29			10/30/20
						YOUTH BOOKS				



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-22						MISCELLANEOUS SERVICES / YOUTH BOOKS				
	662	05/21	AP	09/29/20	0395102	LIBRARY IDEAS, LLC	342.96			10/30/20
	662	05/21	AP	09/28/20	0395088	YOUTH BOOKS BAKER & TAYLOR BOOKS	9.51			10/30/20
	662	05/21	AP	09/28/20	0395088	YOUTH BOOKS BAKER & TAYLOR BOOKS	576.03			10/30/20
	662	05/21	AP	09/24/20	0395088	YOUTH BOOKS BAKER & TAYLOR BOOKS	24.63			10/30/20
						ACCOUNT TOTAL	4,006.80	.00		4,006.80
101-1061-423.89-23 MISCELLANEOUS SERVICES / LARGE PRINT BOOKS										
	681	05/21	AP	10/23/20	0395088	BAKER & TAYLOR BOOKS	128.96			10/30/20
	681	05/21	AP	10/21/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	18.60			10/30/20
	662	05/21	AP	10/15/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	31.12			10/30/20
	662	05/21	AP	10/09/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	16.80			10/30/20
	662	05/21	AP	10/05/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	56.19			10/30/20
	662	05/21	AP	10/01/20	0395093	LARGE PRINT BOOKS CENTER POINT LARGE PRINT	46.74			10/30/20
	662	05/21	AP	09/30/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	93.97			10/30/20
	662	05/21	AP	09/29/20	0395092	LARGE PRINT BOOKS CENGAGE LEARNING INC	20.99			10/30/20
	662	05/21	AP	09/28/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	16.80			10/30/20
	662	05/21	AP	09/24/20	0395088	LARGE PRINT BOOKS BAKER & TAYLOR BOOKS	18.00			10/30/20
	662	05/21	AP	09/24/20	0395092	LARGE PRINT BOOKS CENGAGE LEARNING INC	69.28			10/30/20
						ACCOUNT TOTAL	517.45	.00		517.45
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
	681	05/21	AP	10/21/20	0395088	BAKER & TAYLOR BOOKS	38.49			10/30/20
	681	05/21	AP	10/20/20	0395089	ADULT CD BOOKS BAKER & TAYLOR ENTERTAINMENT	10.28			10/30/20
	662	05/21	AP	10/19/20	0395096	ADULT CD MUSIC FINDAWAY WORLD LLC	303.70			10/30/20
	681	05/21	AP	10/17/20	0395089	ADULT PLAYAWAYS BAKER & TAYLOR ENTERTAINMENT	50.66			10/30/20
	662	05/21	AP	10/14/20	0395088	ADULT CD MUSIC BAKER & TAYLOR BOOKS	24.75			10/30/20

PREPARED 11/12/2020, 11:36:24  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6  
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO						continued				
						ADULT CD BOOKS				
662		05/21 AP		10/02/20	0395089	BAKER & TAYLOR ENTERTAINMENT	13.95			10/30/20
						ADULT CD MUSIC				
662		05/21 AP		09/30/20	0395088	BAKER & TAYLOR BOOKS	21.99			10/30/20
						ADULT CD BOOKS				
662		05/21 AP		09/29/20	0395089	BAKER & TAYLOR ENTERTAINMENT	10.28			10/30/20
						ADULT CD MUSIC				
662		05/21 AP		09/28/20	0395088	BAKER & TAYLOR BOOKS	55.23			10/30/20
						ADULT CD BOOKS				
662		05/21 AP		09/28/20	0395089	BAKER & TAYLOR ENTERTAINMENT	10.28			10/30/20
						ADULT CD MUSIC				
662		05/21 AP		09/24/20	0395089	BAKER & TAYLOR ENTERTAINMENT	62.41			10/30/20
						ADULT CD MUSIC				
ACCOUNT TOTAL							602.02	.00	602.02	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
681		05/21 AP		10/20/20	0395089	BAKER & TAYLOR ENTERTAINMENT	99.99			10/30/20
						ADULT VIDEOS				
681		05/21 AP		10/20/20	0395089	BAKER & TAYLOR ENTERTAINMENT	4.53			10/30/20
						ADULT VIDEOS				
681		05/21 AP		10/19/20	0395089	BAKER & TAYLOR ENTERTAINMENT	39.85			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/14/20	0395089	BAKER & TAYLOR ENTERTAINMENT	14.47			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/14/20	0395089	BAKER & TAYLOR ENTERTAINMENT	14.49			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/13/20	0395089	BAKER & TAYLOR ENTERTAINMENT	20.28			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/12/20	0395089	BAKER & TAYLOR ENTERTAINMENT	37.69			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/12/20	0395089	BAKER & TAYLOR ENTERTAINMENT	142.05			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/08/20	0395089	BAKER & TAYLOR ENTERTAINMENT	19.56			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/07/20	0395089	BAKER & TAYLOR ENTERTAINMENT	21.01			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/01/20	0395089	BAKER & TAYLOR ENTERTAINMENT	18.11			10/30/20
						ADULT VIDEOS				
662		05/21 AP		10/01/20	0395089	BAKER & TAYLOR ENTERTAINMENT	10.87			10/30/20
						ADULT VIDEOS				
662		05/21 AP		09/30/20	0395089	BAKER & TAYLOR ENTERTAINMENT	112.26			10/30/20
						ADULT VIDEOS				
662		05/21 AP		09/29/20	0395089	BAKER & TAYLOR ENTERTAINMENT	16.66			10/30/20
						ADULT VIDEOS				
ACCOUNT TOTAL							571.82	.00	571.82	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-26 MISCELLANEOUS SERVICES / NON-PRINT RESOURCES										
681		05/21	AP	10/21/20	0395099	INGRAM ENTERTAINMENT INC.	46.99			10/30/20
						YOUNG ADULT VIDEO GAMES				
662		05/21	AP	10/09/20	0395099	INGRAM ENTERTAINMENT INC.	46.99			10/30/20
						YOUNG ADULT VIDEO GAMES				
662		05/21	AP	10/07/20	0395099	INGRAM ENTERTAINMENT INC.	170.97			10/30/20
						YOUNG ADULT VIDEO GAMES				
662		05/21	AP	10/02/20	0395099	INGRAM ENTERTAINMENT INC.	126.97			10/30/20
						YOUNG ADULT VIDEO GAMES				
662		05/21	AP	09/30/20	0395099	INGRAM ENTERTAINMENT INC.	86.98			10/30/20
						YOUNG ADULT VIDEO GAMES				
662		05/21	AP	09/30/20	0395099	INGRAM ENTERTAINMENT INC.	126.98			10/30/20
						YOUNG ADULT VIDEO GAMES				
						ACCOUNT TOTAL	605.88	.00	605.88	
101-1061-423.89-31 MISCELLANEOUS SERVICES / PERIODICALS										
662		05/21	AP	09/22/20	0395108	OLD HOUSE JOURNAL	31.00			10/30/20
						OLD HOUSE JOURNAL FY21				
						SUBSCRIPTION (1 YEAR)				
681		05/21	AP	09/22/20	0395101	J.D. POWER	99.00			10/30/20
						FY21 OLDER USED CAR GUIDE				
						1 YEAR SUBSCRIPTION				
						ACCOUNT TOTAL	130.00	.00	130.00	
101-1061-423.89-35 MISCELLANEOUS SERVICES / YOUTH AUDIO										
662		05/21	AP	09/28/20	0395088	BAKER & TAYLOR BOOKS	8.39			10/30/20
						YOUTH CD BOOKS				
						ACCOUNT TOTAL	8.39	.00	8.39	
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
681		05/21	AP	10/16/20	0395103	MIDWEST TAPE, LLC	5.24			10/30/20
						YOUTH VIDEOS				
681		05/21	AP	10/08/20	0395103	MIDWEST TAPE, LLC	70.46			10/30/20
						YOUTH VIDEOS				
662		05/21	AP	10/02/20	0395103	MIDWEST TAPE, LLC	89.19			10/30/20
						YOUTH VIDEOS				
						ACCOUNT TOTAL	164.89	.00	164.89	
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
681		05/21	AP	10/16/20	0395088	BAKER & TAYLOR BOOKS	21.99			10/30/20
						YOUNG ADULT CD BOOKS				
662		05/21	AP	10/15/20	0395088	BAKER & TAYLOR BOOKS	41.23			10/30/20
						YOUNG ADULT CD BOOKS				
662		05/21	AP	10/07/20	0395088	BAKER & TAYLOR BOOKS	46.74			10/30/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO						continued				
	662			05/21	AP 09/28/20 0395088	YOUNG ADULT CD BOOKS BAKER & TAYLOR BOOKS	28.04			10/30/20
	662			05/21	AP 09/24/20 0395088	YOUNG ADULT CD BOOKS BAKER & TAYLOR BOOKS	21.99			10/30/20
						ACCOUNT TOTAL	159.99	.00		159.99
101-1061-423.89-38 MISCELLANEOUS SERVICES / YOUNG ADULT VIDEO										
	662			05/21	AP 10/08/20 0395089	YOUNG ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	18.11			10/30/20
	662			05/21	AP 10/07/20 0395089	YOUNG ADULT VIDEOS BAKER & TAYLOR ENTERTAINMENT	101.46			10/30/20
						ACCOUNT TOTAL	119.57	.00		119.57
101-1061-423.89-42 MISCELLANEOUS SERVICES / ADULT E-MATERIALS										
	681			05/21	AP 10/21/20 0395109	ADULT E-BOOKS OVERDRIVE, INC.	257.46			10/30/20
	662			05/21	AP 10/05/20 0395109	ADULT E-BOOKS OVERDRIVE, INC.	327.48			10/30/20
	662			05/21	AP 09/30/20 0395109	ADULT E-BOOKS OVERDRIVE, INC.	510.97			10/30/20
						ACCOUNT TOTAL	1,095.91	.00		1,095.91
101-1061-423.89-46 MISCELLANEOUS SERVICES / YOUTH E-MATERIALS										
	662			05/21	AP 10/08/20 0395109	YOUTH E-BOOKS OVERDRIVE, INC.	153.67			10/30/20
	662			05/21	AP 09/30/20 0395109	YOUTH E-BOOKS OVERDRIVE, INC.	335.95			10/30/20
						ACCOUNT TOTAL	489.62	.00		489.62
101-1199-421.31-20 HUMAN DEVELOPMENT GRANTS / GRANTS - LIBRARY										
	662			05/21	AP 09/15/20 0395090	DP TO HD ADAPTER CDW GOVERNMENT, INC.	17.35			10/30/20
						ACCOUNT TOTAL	17.35	.00		17.35
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
	659			04/21	AP 10/02/20 0005275	SEPTEMBER CREDIT CARD FEE PROFESSIONAL SOLUTIONS	21.11			11/03/20
						ACCOUNT TOTAL	21.11	.00		21.11

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2235-412	89-15	MISCELLANEOUS SERVICES / CREDIT CARD CHARGES								
659	04/21	AP	10/02/20	0005282	PROFESSIONAL SOLUTIONS	651.53			11/03/20	
					SEPTEMBER CREDIT CARD FEE					
659	04/21	AP	10/02/20	0005283	PROFESSIONAL SOLUTIONS	663.94			11/03/20	
					SEPTEMBER CREDIT CARD FEE					
659	04/21	AP	10/02/20	0005285	PROFESSIONAL SOLUTIONS	623.77			11/03/20	
					SEPTEMBER CREDIT CARD FEE					
					ACCOUNT TOTAL	1,939.24		0.00	1,939.24	
101-2253-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
659	04/21	AP	10/23/20	0005267	IOWA DEPT.OF REVENUE RECREATION	287.00			11/03/20	
					SEMI MONTHLY SALES TAX					
659	04/21	AP	10/07/20	0005266	IOWA DEPT.OF REVENUE RECREATION	167.35			11/03/20	
					SEMI MONTHLY SALES TAX					
					ACCOUNT TOTAL	454.35		0.00	454.35	
101-2253-423.89-15 MISCELLANEOUS SERVICES / CREDIT CARD CHARGES										
659	04/21	AP	10/06/20	0005253	COMMUNITY BANKERS MERCHANT SV	81.49			11/03/20	
					SEPTEMBER CREDIT CARD FEE					
659	04/21	AP	10/06/20	0005288	VANTIV INTEGRATED PAYMENT SOL	50.00			11/03/20	
					GATEWAY FEES 09/01-09/30/20					
659	04/21	AP	10/02/20	0005272	PROFESSIONAL SOLUTIONS	6.95			11/03/20	
					SEPTEMBER CREDIT CARD FEE					
659	04/21	AP	10/02/20	0005273	PROFESSIONAL SOLUTIONS	136.15			11/03/20	
					SEPTEMBER CREDIT CARD FEE					
					ACCOUNT TOTAL	274.59		0.00	274.59	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
755	05/21	AP	10/19/20	0395083	DRENNAN, EMILY	43.78			11/04/20	
					RMB;PAINT FOR EXHIBITIONS					
					ACCOUNT TOTAL	43.78		0.00	43.78	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
804	05/21	AP	11/05/20	0395120	KARI KNUDTSON	20.00			11/10/20	
					REFUND-CLASS CANCELLED DUE TO COVID-19					
804	05/21	AP	11/05/20	0395119	DEBORAH DEGRAEVE	48.00			11/10/20	
					REFUND-CLASS CANCELLED DUE TO COVID-19					
804	05/21	AP	11/05/20	0395118	CHERYL PECK	48.00			11/10/20	
					REFUND-CLASS CANCELLED DUE TO COVID-19					
804	05/21	AP	11/05/20	0395115	BARB PADDEN	68.00			11/10/20	
					REFUND-CLASSES CANCELLED DUE TO COVID-19					
					ACCOUNT TOTAL	184.00		0.00	184.00	

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-2280-423.89-15					MISCELLANEOUS SERVICES / CREDIT CARD CHARGES				
659		04/21 AP		10/06/20	0005253 COMMUNITY BANKERS MERCHANT SV	36.53			11/03/20
					SEPTEMBER CREDIT CARD FEE				
659		04/21 AP		10/02/20	0005280 PROFESSIONAL SOLUTIONS	30.47			11/03/20
					SEPTEMBER CREDIT CARD FEE				
					ACCOUNT TOTAL	67.00	.00	67.00	
101-4511-414.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
659		04/21 AP		10/21/20	0005249 ADVANTAGE ADMIN-SECT.105	11.70			11/03/20
					HEALTH INS. REIMBURSEMENT				
659		04/21 AP		10/08/20	0005247 ADVANTAGE ADMIN-SECT.105	66.35			11/03/20
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	78.05	.00	78.05	
101-4511-414.85-01					UTILITIES / UTILITIES				
804		05/21 AP		10/12/20	0395117 CEDAR FALLS UTILITIES	2,064.28			11/10/20
					UTILITIES THRU 10/12/20				
					ACCOUNT TOTAL	2,064.28	.00	2,064.28	
101-5521-415.64-02					INSURANCE / HEALTH INS. REIMBURSEMENT				
659		04/21 AP		10/28/20	0005250 ADVANTAGE ADMIN-SECT.105	28.25			11/03/20
					HEALTH INS. REIMBURSEMENT				
659		04/21 AP		10/28/20	0005250 ADVANTAGE ADMIN-SECT.105	102.10			11/03/20
					HEALTH INS. REIMBURSEMENT				
659		04/21 AP		10/28/20	0005250 ADVANTAGE ADMIN-SECT.105	4.30			11/03/20
					HEALTH INS. REIMBURSEMENT				
659		04/21 AP		10/21/20	0005249 ADVANTAGE ADMIN-SECT.105	40.00			11/03/20
					HEALTH INS. REIMBURSEMENT				
					ACCOUNT TOTAL	174.65	.00	174.65	
101-5521-415.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
804		05/21 AP		10/12/20	0395117 CEDAR FALLS UTILITIES	65.30			11/10/20
					UTILITIES THRU 10/12/20				
659		04/21 AP		10/02/20	0005274 PROFESSIONAL SOLUTIONS	11.78			11/03/20
					SEPTEMBER CREDIT CARD FEE				
					ACCOUNT TOTAL	77.08	.00	77.08	
101-5521-415.83-05					TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
739		05/21 AP		10/23/20	0395077 CARMAN, GAVIN	119.46			11/02/20
					RMB:TRAVEL-RIOT CONTROL OVERLAND PARK, KS				



PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
739		05/21 AP		10/14/20	0395078	HANCOCK, ADAM	16.30			11/02/20
						RMB:MEALS-INTV. & INTERR. WATERLOO				
						ACCOUNT TOTAL	135.76	.00	135.76	
101-5521-415.85-01 UTILITIES / UTILITIES										
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	1,803.37			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	1,803.37	.00	1,803.37	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS										
755		05/21 AP		10/31/20	0395085	PULS, NICHOLAS P.	85.60			11/04/20
						RMB:NEW BIKE PEDAL EMERGENCY REPAIR PURCHASE				
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	99.55			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	185.15	.00	185.15	
101-6613-433.85-01 UTILITIES / UTILITIES										
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	214.41			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	214.41	.00	214.41	
101-6616-446.85-01 UTILITIES / UTILITIES										
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	732.69			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	732.69	.00	732.69	
101-6623-423.85-01 UTILITIES / UTILITIES										
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	308.50			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	308.50	.00	308.50	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
823		05/21 AP		11/01/20	0395122	CENTURYLINK	59.03			11/12/20
						CEDAR RIVER GAUGE-NOV'20				
						ACCOUNT TOTAL	59.03	.00	59.03	

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12  
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-6633-423.85-01						UTILITIES / UTILITIES			
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	604.65		11/10/20
						UTILITIES THRU 10/12/20			
						ACCOUNT TOTAL	604.65	.00	604.65
						FUND TOTAL	31,268.99	.00	31,268.99
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.64-02						INSURANCE / HEALTH INS. REIMBURSEMENT			
659		04/21 AP		10/14/20	0005248	ADVANTAGE ADMIN-SECT.105	67.11		11/03/20
						HEALTH INS. REIMBURSEMENT			
						ACCOUNT TOTAL	67.11	.00	67.11
206-6637-436.85-01 UTILITIES / UTILITIES									
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	1,488.12		11/10/20
						UTILITIES THRU 10/12/20			
						ACCOUNT TOTAL	1,488.12	.00	1,488.12
206-6647-436.85-01 UTILITIES / UTILITIES									
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES	1,892.46		11/10/20
						UTILITIES THRU 10/12/20			
						ACCOUNT TOTAL	1,892.46	.00	1,892.46
						FUND TOTAL	3,447.69	.00	3,447.69
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.89-61						MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED			
728		05/21 AP		11/01/20	0037094	BAUCH, JAMES C	617.00		10/30/20
						HAP_Prior D 112020			
728		05/21 AP		11/01/20	0037140	METROPOLITAN COUNCIL - HRA	447.00		10/30/20
						HAP_McCalister R 112020			
728		05/21 AP		11/01/20	0037148	RINNELS, DOUGLAS G.	277.00		10/30/20
						HAP_Wierck L 112020			
728		05/21 AP		11/01/20	0037098	CHESTNUT, SHAWN	439.00		10/30/20
						HAP_Chestnut N 112020			
728		05/21 AP		11/01/20	0037159	WEVERINK, TOM	1,150.00		10/30/20
						HAP_Archer A 112020			

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				
728		05/21 AP		11/01/20	0037159	WEVERINK, TOM	497.00			10/30/20
		HAP Stewart J 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	437.00			10/30/20
		HAP Bakel P 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	364.00			10/30/20
		HAP Himes G 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	399.00			10/30/20
		HAP Halterman A 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	210.00			10/30/20
		HAP Stevens B 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	381.00			10/30/20
		HAP Hepker D 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	394.00			10/30/20
		HAP Graves D 112020								
728		05/21 AP		11/01/20	0037143	OLSON & ESTATES LLC	406.00			10/30/20
		HAP Weaver J 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	436.00			10/30/20
		HAP Blake M 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	425.00			10/30/20
		HAP Easterling R 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	391.00			10/30/20
		HAP Nissen A 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	364.00			10/30/20
		HAP Poldberg J 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	158.00			10/30/20
		HAP Lutz W 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	427.00			10/30/20
		HAP Myers J 112020								
728		05/21 AP		11/01/20	0037112	EXCEPTIONAL PERSONS, INC.	196.00			10/30/20
		HAP Anderson B 112020								
728		05/21 AP		11/01/20	0037119	GOLD FALLS VILLA	419.00			10/30/20
		HAP Jenkins D 112020								
728		05/21 AP		11/01/20	0037119	GOLD FALLS VILLA	474.00			10/30/20
		HAP Shuman J 112020								
728		05/21 AP		11/01/20	0037114	FORTSCH, ALEX E.	1,000.00			10/30/20
		HAP Guzzle T 112020								
728		05/21 AP		11/01/20	0037158	WEVERINK, RANDY	177.00			10/30/20
		HAP Janssen M 112020								
728		05/21 AP		11/01/20	0037158	WEVERINK, RANDY	607.00			10/30/20
		HAP Archer D 112020								
728		05/21 AP		11/01/20	0037116	GEE LAN, JOSEPH N.	372.00			10/30/20
		HAP Juhl A 112020								
728		05/21 AP		11/01/20	0037116	GEE LAN, JOSEPH N.	240.00			10/30/20
		HAP Becker T 112020								
728		05/21 AP		11/01/20	0037100	CLARK ENTERPRISES LLC	191.00			10/30/20
		HAP Bachman K 112020								
728		05/21 AP		11/01/20	0037100	CLARK ENTERPRISES LLC	520.00			10/30/20
		HAP Galvez Munguia 112020								
728		05/21 AP		11/01/20	0037100	CLARK ENTERPRISES LLC	480.00			10/30/20

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				
728					HAP Hord B 112020 05/21 AP 11/01/20 0037100	CLARK ENTERPRISES LLC	177.00		10/30/20	
728					HAP Taylor T 112020 05/21 AP 11/01/20 0037120	GRAY, LEROY L. OR CAROLYN K.	650.00		10/30/20	
728					HAP Jenkins D 112020 05/21 AP 11/01/20 0037092	BARTELT PROPERTIES L.C.	437.00		10/30/20	
728					HAP Gebremedhin A 112020 05/21 AP 11/01/20 0037092	BARTELT PROPERTIES L.C.	689.00		10/30/20	
728					HAP Woodward C 112020 05/21 AP 11/01/20 0037092	BARTELT PROPERTIES L.C.	1,100.00		10/30/20	
728					HAP Avino G 112020 05/21 AP 11/01/20 0037108	EDGE MANAGEMENT GROUP, LLC	674.00		10/30/20	
728					HAP Young C 112020 05/21 AP 11/01/20 0037108	EDGE MANAGEMENT GROUP, LLC	946.00		10/30/20	
728					HAP Gibson T 112020 05/21 AP 11/01/20 0037103	COOK CO.HOUSING AUTHORITY	319.00		10/30/20	
728					HAP Goldstein K 112020 05/21 AP 11/01/20 0037147	PURDY PROPERTIES, LLC	950.00		10/30/20	
728					HAP Cummings A 112020 05/21 AP 11/01/20 0037147	PURDY PROPERTIES, LLC	631.00		10/30/20	
728					HAP Leiss L 112020 05/21 AP 11/01/20 0037147	PURDY PROPERTIES, LLC	680.00		10/30/20	
728					HAP Schmidt D 112020 05/21 AP 11/01/20 0037106	D & J PROPERTIES	304.00		10/30/20	
728					HAP Bell M 112020 05/21 AP 11/01/20 0037106	D & J PROPERTIES	503.00		10/30/20	
728					HAP Grant F 112020 05/21 AP 11/01/20 0037106	D & J PROPERTIES	142.00		10/30/20	
728					HAP Rogers S 112020 05/21 AP 11/01/20 0037106	D & J PROPERTIES	663.00		10/30/20	
728					HAP Terry M 112020 05/21 AP 11/01/20 0037110	EMAAD, LLC	600.00		10/30/20	
728					HAP Delauney C 112020 05/21 AP 11/01/20 0037105	CV PROPERTIES, LLC	295.00		10/30/20	
728					HAP Barr G 112020 05/21 AP 11/01/20 0037152	STANDARD FAMILY ASSIST.LIVING	221.00		10/30/20	
728					HAP REFSHAUGE T 112020 05/21 AP 11/01/20 0037096	CEDAR APARTMENTS LLC	195.00		10/30/20	
728					HAP Becerra C 112020 05/21 AP 11/01/20 0037096	CEDAR APARTMENTS LLC	155.00		10/30/20	
728					HAP Groskurth D 112020 05/21 AP 11/01/20 0037124	HAUS TO HOME INVESTMENTS	514.00		10/30/20	
728					HAP Lehr B 112020 05/21 AP 11/01/20 0037134	KYLER, DEBRA K.	451.00		10/30/20	
728					HAP Mussman C 112020 05/21 AP 11/01/20 0037150	SCHUERMAN PROPERTIES, LLC	823.00		10/30/20	
728					HAP Jurries P 112020 05/21 AP 11/01/20 0037150	SCHUERMAN PROPERTIES, LLC	895.00		10/30/20	
					HAP Boehmer R 112020					

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				
728		05/21	AP	11/01/20	0037153	SWEETING, LARRY	612.00			10/30/20
		HAP Schumacher D 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	336.00			10/30/20
		HAP Ford M 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	427.00			10/30/20
		HAP Turner S 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	485.00			10/30/20
		HAP Henning S 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	391.00			10/30/20
		HAP Lebahn B 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	212.00			10/30/20
		HAP Martin H 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	401.00			10/30/20
		HAP Strickland L 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	196.00			10/30/20
		HAP Matthias L 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	467.00			10/30/20
		HAP Hoth P 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	228.00			10/30/20
		HAP Stock M 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	412.00			10/30/20
		HAP Stegen R 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	479.00			10/30/20
		HAP Howe J 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	206.00			10/30/20
		HAP Schlueter J 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	182.00			10/30/20
		HAP Wray M 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	379.00			10/30/20
		HAP Hayden J 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	137.00			10/30/20
		HAP Garvis C 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	142.00			10/30/20
		HAP Youngberg L 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	410.00			10/30/20
		HAP Greene L 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	70.00			10/30/20
		HAP Brown J 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	298.00			10/30/20
		HAP Shelton S 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	211.00			10/30/20
		HAP Vognsen P 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	383.00			10/30/20
		HAP Good S 112020								
728		05/21	AP	11/01/20	0037155	THUNDER RIDGE SR.APARTMENTS L	390.00			10/30/20
		HAP Toms L 112020								
728		05/21	AP	11/01/20	0037118	GLENN, MATTHEW	285.00			10/30/20
		HAP Clayton R 112020								
728		05/21	AP	11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	337.00			10/30/20

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 Greene D 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	413.00			10/30/20
						HAP Porter J 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	92.00			10/30/20
						HAP Dixon S 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	577.00			10/30/20
						HAP Hernandez Serr 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	259.00			10/30/20
						HAP Aswegan J 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	238.00			10/30/20
						HAP Havlik C 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	420.00			10/30/20
						HAP Temple S 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	399.00			10/30/20
						HAP Gordon Jr. T 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	298.00			10/30/20
						HAP Carter Z 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	461.00			10/30/20
						HAP Redd A 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	292.00			10/30/20
						HAP Mace T 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	428.00			10/30/20
						HAP Smith T 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	179.00			10/30/20
						HAP Vaughn S 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	675.00			10/30/20
						HAP Henderson D 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	686.00			10/30/20
						HAP Gilmore A 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	466.00			10/30/20
						HAP Nelson B 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	539.00			10/30/20
						HAP Fry S 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	138.00			10/30/20
						HAP Duesenberg J 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	261.00			10/30/20
						HAP Ford D 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	662.00			10/30/20
						HAP Ambrose A 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	428.00			10/30/20
						HAP Swartley J 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	398.00			10/30/20
						HAP Smith W 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	400.00			10/30/20
						HAP Aswegan S 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	610.00			10/30/20
						HAP Ducharme T 112020				
728				05/21	AP 11/01/20 0037156	VILLAGE I AT NINE23 APARTMENT	497.00			10/30/20
						HAP Prior L 112020				



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				
728		05/21 AP		11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	366.00			10/30/20
HAP Cameron J 112020										
728		05/21 AP		11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	45.00			10/30/20
HAP Prior A 112020										
728		05/21 AP		11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	610.00			10/30/20
HAP Clark T 112020										
728		05/21 AP		11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	428.00			10/30/20
HAP Brandt D 112020										
728		05/21 AP		11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	428.00			10/30/20
HAP Moore D 112020										
728		05/21 AP		11/01/20	0037156	VILLAGE I AT NINE23 APARTMENT	678.00			10/30/20
HAP Harper S 112020										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	47.00			10/30/20
Guzzle 7174748062										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	91.00			10/30/20
Jurries 7681775462										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	21.00			10/30/20
Porter 1690351502										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	112.00			10/30/20
Jones 6467907886										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	18.00			10/30/20
Henderson 9651433829										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	27.00			10/30/20
Lindgren 5732705968										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	148.00			10/30/20
Payne 5852275772										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	129.00			10/30/20
Jenkins 3232058083										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	112.00			10/30/20
Rule 9816666531										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	55.00			10/30/20
Archer 9095290344										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	170.00			10/30/20
Cummings 2377106583										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	48.00			10/30/20
Santiago-Lebron 873567879										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	154.00			10/30/20
Bracelly 9823574708										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	100.00			10/30/20
Sumerall 6522168106										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	46.00			10/30/20
Boehmer 08276056267										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	67.00			10/30/20
Forney 5525104763										
728		05/21 AP		11/01/20	0037097	CEDAR FALLS UTILITIES-SEC.8	28.00			10/30/20
Avino 591464234										
728		05/21 AP		11/01/20	0037099	CHRISTOPHERSON RENTALS	299.00			10/30/20
HAP Belcher J 112020										
728		05/21 AP		11/01/20	0037099	CHRISTOPHERSON RENTALS	472.00			10/30/20

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				
728						HAP Gregory L 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	666.00			10/30/20
728						HAP Ricks F 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	503.00			10/30/20
728						HAP Hunt M 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	434.00			10/30/20
728						HAP Thoms A 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	499.00			10/30/20
728						HAP Brown D 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	383.00			10/30/20
728						HAP Schwaab A 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	385.00			10/30/20
728						HAP Hoffert J 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	503.00			10/30/20
728						HAP Williams L 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	685.00			10/30/20
728						HAP Sumerall T 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	385.00			10/30/20
728						HAP Carlyle T 112020 05/21 AP 11/01/20 0037099 CHRISTOPHERSON RENTALS	985.00			10/30/20
728						HAP BRINER K 112020 05/21 AP 11/01/20 0037138 MELICK, KENT L.	598.00			10/30/20
728						HAP Drewelow D 112020 05/21 AP 11/01/20 0037146 PETERSEN, RANDEL	475.00			10/30/20
728						HAP Brown S 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	525.00			10/30/20
728						HAP Jones T 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	412.00			10/30/20
728						HAP Cochran S 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	423.00			10/30/20
728						HAP Malone S 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	268.00			10/30/20
728						HAP Treslan G 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	525.00			10/30/20
728						HAP Rule S 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	551.00			10/30/20
728						HAP Johnson T 112020 05/21 AP 11/01/20 0037141 MHP 2216 LINCOLN STREET, LLC	413.00			10/30/20
728						HAP Wilder S 112020 05/21 AP 11/01/20 0037111 EPM IOWA	432.00			10/30/20
728						HAP Frisch K 112020 05/21 AP 11/01/20 0037111 EPM IOWA	902.00			10/30/20
728						HAP Nicholson K 112020 05/21 AP 11/01/20 0037111 EPM IOWA	1,373.00			10/30/20
728						HAP Santiago-Lebro 112020 05/21 AP 11/01/20 0037111 EPM IOWA	738.00			10/30/20
728						HAP Harkrider D 112020 05/21 AP 11/01/20 0037111 EPM IOWA	548.00			10/30/20
						HAP Thompson T 112020				

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				
728		05/21	AP	11/01/20	0037111	EPM IOWA	455.00			10/30/20
		HAP Gordon A 112020								
728		05/21	AP	11/01/20	0037107	DC MANAGEMENT, LLC	531.00			10/30/20
		HAP White M 112020								
728		05/21	AP	11/01/20	0037133	KROEMER, KRAIG	417.00			10/30/20
		HAP Currie L 112020								
728		05/21	AP	11/01/20	0037136	LEGACY RESIDENTIAL	394.00			10/30/20
		HAP JORDAN L 112020								
728		05/21	AP	11/01/20	0037091	ARENDS INVESTMENTS	272.00			10/30/20
		HAP Wortham W 112020								
728		05/21	AP	11/01/20	0037144	OWL INVESTMENTS, LLC	503.00			10/30/20
		HAP Schroeder S 112020								
728		05/21	AP	11/01/20	0037104	CRESCENT CONDOMINIUMS, LLC	430.00			10/30/20
		HAP Lohr K 112020								
728		05/21	AP	11/01/20	0037123	HARRINGTON'S RENTAL LLC	738.00			10/30/20
		HAP Larronda E 112020								
728		05/21	AP	11/01/20	0037113	FERNHOLZ, KARI L.	1,220.00			10/30/20
		HAP Carlton D 112020								
728		05/21	AP	11/01/20	0037149	ROGERS, DERICK	831.00			10/30/20
		HAP Sherwood J 112020								
728		05/21	AP	11/01/20	0037129	KAI, BRENT	275.00			10/30/20
		HAP Hamilton T 112020								
728		05/21	AP	11/01/20	0037142	MORRIS, RICHARD R.	862.00			10/30/20
		HAP Sauer M 112020								
728		05/21	AP	11/01/20	0037151	STAND FIRM PROPERTIES LLC	399.00			10/30/20
		HAP Hodge G 112020								
728		05/21	AP	11/01/20	0037151	STAND FIRM PROPERTIES LLC	530.00			10/30/20
		HAP Redd S 112020								
728		05/21	AP	11/01/20	0037161	WYMORE, LARRY R.	429.00			10/30/20
		HAP MOFFETT J 112020								
728		05/21	AP	11/01/20	0037160	WINGSB, LLC	519.00			10/30/20
		HAP Johnson A 112020								
728		05/21	AP	11/01/20	0037160	WINGSB, LLC	104.00			10/30/20
		HAP Spiers A 112020								
728		05/21	AP	11/01/20	0037128	JLL EXTENDED STAY INN	302.00			10/30/20
		HAP Moore E 112020								
728		05/21	AP	11/01/20	0037128	JLL EXTENDED STAY INN	195.00			10/30/20
		HAP Zanders D 112020								
728		05/21	AP	11/01/20	0037135	LARSEN RENTALS LLC	515.00			10/30/20
		HAP Grisby C 112020								
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	412.00			10/30/20
		HAP Haug K 112020								
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	376.00			10/30/20
		HAP Saccento J 112020								
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	428.00			10/30/20
		HAP Loffredo C 112020								
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	530.00			10/30/20
		HAP Brown S 112020								
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	652.00			10/30/20

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 Miller K 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	481.00			10/30/20
						HAP Humphrey J 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	328.00			10/30/20
						HAP Dzapo S 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	428.00			10/30/20
						HAP Harken G 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	332.00			10/30/20
						HAP Harmon A 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	339.00			10/30/20
						HAP Wilson J 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	630.00			10/30/20
						HAP Wilson S 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	236.00			10/30/20
						HAP King D 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	513.00			10/30/20
						HAP Reams L 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	139.00			10/30/20
						HAP Rogers E 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	304.00			10/30/20
						HAP Sommerfelt C 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	391.00			10/30/20
						HAP Garrigus S 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	396.00			10/30/20
						HAP Cruise B 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	397.00			10/30/20
						HAP Billman D 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	388.00			10/30/20
						HAP Lam K 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	671.00			10/30/20
						HAP Mullins J 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	211.00			10/30/20
						HAP Hoodjer S 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	480.00			10/30/20
						HAP Wiedow C 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	529.00			10/30/20
						HAP O'dell J 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	375.00			10/30/20
						HAP OBrien N 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	434.00			10/30/20
						HAP Humphrey E 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	402.00			10/30/20
						HAP Harrenstein G 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	700.00			10/30/20
						HAP Forney A 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	227.00			10/30/20
						HAP Baker A 112020				
728		05/21 AP		11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	437.00			10/30/20
						HAP BALM D 112020				

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				
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	181.00			10/30/20
		HAP Frazier T 112020								
728		05/21	AP	11/01/20	0037157	VILLAGE II AT NINE23 APARTMEN	518.00			10/30/20
		HAP Nielsen J 112020								
728		05/21	AP	11/01/20	0037130	KLEIN, JULIE	152.00			10/30/20
		HAP Stover A 112020								
728		05/21	AP	11/01/20	0037125	HOUSING AUTHORITY OF JOLIET	993.00			10/30/20
		HAP Wilson Q 112020								
728		05/21	AP	11/01/20	0037126	HOWARD, BRAD	933.00			10/30/20
		HAP Thrower M 112020								
728		05/21	AP	11/01/20	0037139	MESQUITE HOUSING OFFICE	1,634.00			10/30/20
		HAP Moore S 112020								
728		05/21	AP	11/01/20	0037132	KREMER PROPERTIES LLC	770.00			10/30/20
		HAP Mulanax W 112020								
728		05/21	AP	11/01/20	0037131	KRAAYENBRINK, RANDY L.	644.00			10/30/20
		HAP Maltas M 112020								
728		05/21	AP	11/01/20	0037131	KRAAYENBRINK, RANDY L.	150.00			10/30/20
		HAP Ewing J 112020								
728		05/21	AP	11/01/20	0037121	HALVERSON, RHIANA	1,037.00			10/30/20
		HAP Atkins T 112020								
728		05/21	AP	11/01/20	0037101	CMY PROPERTIES, LLC	289.00			10/30/20
		HAP Garcia K 112020								
728		05/21	AP	11/01/20	0037102	CNC INVESTMENTS, LLC	948.00			10/30/20
		HAP Carrillo D 112020								
728		05/21	AP	11/01/20	0037122	HANSON, KALEEN KIRCHNER	1,200.00			10/30/20
		HAP Payne I 112020								
728		05/21	AP	11/01/20	0037145	PAULSON, JAMES	156.00			10/30/20
		HAP Gordon L 112020								
728		05/21	AP	11/01/20	0037145	PAULSON, JAMES	350.00			10/30/20
		HAP Topping R 112020								
728		05/21	AP	11/01/20	0037109	ELMCREST ESTATES, L.C.	565.00			10/30/20
		HAP Davis D 112020								
728		05/21	AP	11/01/20	0037137	MCKERNAN, JAMES M.	725.00			10/30/20
		HAP Porter R 112020								
728		05/21	AP	11/01/20	0037137	MCKERNAN, JAMES M.	660.00			10/30/20
		HAP Buchanan J 112020								
728		05/21	AP	11/01/20	0037115	G P MANAGEMENT LLC	406.00			10/30/20
		HAP Wenzel J 112020								
728		05/21	AP	11/01/20	0037154	T.J.J.C. L.L.C.	282.00			10/30/20
		HAP Dornbrock M 112020								
728		05/21	AP	11/01/20	0037154	T.J.J.C. L.L.C.	201.00			10/30/20
		HAP Hornback K 112020								
728		05/21	AP	11/01/20	0037154	T.J.J.C. L.L.C.	650.00			10/30/20
		HAP Bracelly J 112020								
728		05/21	AP	11/01/20	0037117	GERDES III, BENJAMIN P.	283.00			10/30/20
		HAP Alessi S 112020								
728		05/21	AP	11/01/20	0037117	GERDES III, BENJAMIN P.	700.00			10/30/20
		HAP Lindgren T 112020								
728		05/21	AP	11/01/20	0037117	GERDES III, BENJAMIN P.	603.00			10/30/20

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22  
 ACCOUNTING PERIOD 04/2021

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				
728				05/21	AP 11/01/20 0037117	HAP Beaman D 112020 GERDES III, BENJAMIN P.	618.00			10/30/20
728				05/21	AP 11/01/20 0037117	HAP Sherwood D 112020 GERDES III, BENJAMIN P.	824.00			10/30/20
728				05/21	AP 11/01/20 0037127	HAP Apfel A 112020 J & A PROPERTIES	1,058.00			10/30/20
728				05/21	AP 11/01/20 0037093	HAP Bailey N 112020 BARTELT RENTALS L.C.	385.00			10/30/20
728				05/21	AP 11/01/20 0037093	HAP Luck J 112020 BARTELT RENTALS L.C.	788.00			10/30/20
728				05/21	AP 11/01/20 0037095	HAP Woods N 112020 C & H HOLDINGS LLC	566.00			10/30/20
755				05/21	AP 11/01/20 0037162	HAP Ross S 112020 WATERLOO HOUSING AUTHORITY	550.00			11/04/20
						NOV. HAP-YOLANDA JOHNSON VASH MOVED OUT W/O NOTICE				
ACCOUNT TOTAL							104,017.00	.00		104,017.00
217-2214-432.89-65 MISCELLANEOUS SERVICES / ADMIN FEE DUE OTHERS										
728				05/21	AP 11/01/20 0037140	AF McCalister R 112020 METROPOLITAN COUNCIL - HRA	45.73			10/30/20
728				05/21	AP 11/01/20 0037103	AF Goldstein K 112020 COOK CO.HOUSING AUTHORITY	34.16			10/30/20
728				05/21	AP 11/01/20 0037125	AF Wilson Q 112020 HOUSING AUTHORITY OF JOLIET	47.13			10/30/20
728				05/21	AP 11/01/20 0037139	AF Moore S 112020 MESQUITE HOUSING OFFICE	47.13			10/30/20
755				05/21	AP 11/01/20 0037162	NOV. ADMIN.FEES-Y.JOHNSON WATERLOO HOUSING AUTHORITY	47.13			11/04/20
						NOV. ADMIN.FEES-Y.JOHNSON VASH MOVED OUT W/O NOTICE				
ACCOUNT TOTAL							221.28	.00		221.28
FUND TOTAL							104,238.28	.00		104,238.28
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
FUND 254 CABLE TV FUND										
659				04/21	AP 10/14/20 0005248	254-1088-431.64-02 INSURANCE / HEALTH INS. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	.53			11/03/20
659				04/21	AP 10/08/20 0005247	HEALTH INS. REIMBURSEMENT ADVANTAGE ADMIN-SECT.105	.30			11/03/20
ACCOUNT TOTAL							.83	.00		.83



PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23  
 ACCOUNTING PERIOD 04/2021

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	72-01				OPERATING SUPPLIES / OPERATING SUPPLIES				
659		04/21	AP	10/02/20	0005275	PROFESSIONAL SOLUTIONS	3.43			11/03/20
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	3.43	.00	3.43	
						FUND TOTAL	4.26	.00	4.26	
FUND 258 PARKING FUND										
258-5531	435	72-01				OPERATING SUPPLIES / OPERATING SUPPLIES				
739		05/21	AP	10/30/20	0395080	OLIVIA FAIN	20.00			11/02/20
						REFUND-OCT.PARKING PERMIT #22N-1455962035				
659		04/21	AP	10/02/20	0005277	PROFESSIONAL SOLUTIONS	6.95			11/03/20
						SEPTEMBER CREDIT CARD FEE				
659		04/21	AP	10/02/20	0005278	PROFESSIONAL SOLUTIONS	6.95			11/03/20
						SEPTEMBER CREDIT CARD FEE				
659		04/21	AP	10/02/20	0005279	PROFESSIONAL SOLUTIONS	13.35			11/03/20
						SEPTEMBER CREDIT CARD FEE				
659		04/21	AP	10/02/20	0005275	PROFESSIONAL SOLUTIONS	45.23			11/03/20
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	92.48	.00	92.48	
						FUND TOTAL	92.48	.00	92.48	
FUND 261 TOURISM & VISITORS										
261-2291	423	73-57				OTHER SUPPLIES / GIFT SHOP				
659		04/21	AP	10/02/20	0005281	PROFESSIONAL SOLUTIONS	17.25			11/03/20
						SEPTEMBER CREDIT CARD FEE				
						ACCOUNT TOTAL	17.25	.00	17.25	
261-2291-423.85-01 UTILITIES / UTILITIES										
804		05/21	AP	10/12/20	0395117	CEDAR FALLS UTILITIES	588.60			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	588.60	.00	588.60	
261-2291-423.89-04 MISCELLANEOUS SERVICES / SALES TAX										
659		04/21	AP	10/07/20	0005266	IOWA DEPT.OF REVENUE	26.24			11/03/20
						SEMI MONTHLY SALES TAX VISITOR & TOURISM				
						ACCOUNT TOTAL	26.24	.00	26.24	

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 261 TOURISM & VISITORS								
					FUND TOTAL	632.09	.00	632.09
FUND 262 SENIOR SERVICES & COMM CT								
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
663		05/21	AP	10/06/20	0395113 STOREY KENWORTHY	18.39		10/30/20
663		05/21	AP	10/01/20	0395113 STOREY KENWORTHY	7.68		10/30/20
					SCOTCH MAGIC TAPE			
					STICKY NOTES			
					ACCOUNT TOTAL	26.07	.00	26.07
262-1092-423.85-01 UTILITIES / UTILITIES								
663		05/21	AP	10/05/20	0395091 CEDAR FALLS UTILITIES	844.92		10/30/20
					COMMUNITY CINTER UTILITIES			
					ACCOUNT TOTAL	844.92	.00	844.92
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE								
663		05/21	AP	10/19/20	0395095 CITY LAUNDERING CO.	8.50		10/30/20
663		05/21	AP	10/05/20	0395095 CITY LAUNDERING CO.	8.50		10/30/20
					COMM. CENTER MAT SERVICE			
					COMM. CENTER MAT SERVICE			
					ACCOUNT TOTAL	17.00	.00	17.00
					FUND TOTAL	887.99	.00	887.99
FUND 291 POLICE FORFEITURE FUND								
FUND 292 POLICE RETIREMENT FUND								
292-5521-415.54-01 WORKERS COMP / POLICE WORKERS COMP								
659		04/21	AP	10/20/20	0005255 EMC RISK SERVICES, LLC		3,207.84	11/03/20
					WORKER COMP-POLICE CLAIM			
					ACCOUNT TOTAL	.00	3,207.84	3,207.84-
					FUND TOTAL	.00	3,207.84	3,207.84-
FUND 293 FIRE RETIREMENT FUND								
293-4511-414.54-02 WORKERS COMP / FIRE WORKERS COMP								
659		04/21	AP	10/20/20	0005255 EMC RISK SERVICES, LLC	1,305.83		11/03/20
					WORKER COMP-FIRE CLAIM			
					ACCOUNT TOTAL	1,305.83	.00	1,305.83

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 293 FIRE RETIREMENT FUND										
FUND TOTAL							1,305.83	.00	1,305.83	
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										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG										
681		05/21 AP		10/22/20	0395112	SENSOURCE	1,252.07			10/30/20
DOOR COUNTER FOR USE WITH SENSOURCE APP										
PROJECT#:					012020					
663		05/21 AP		10/08/20	0395113	STOREY KENWORTHY	50.22			10/30/20
LYSOL DISINFECTANT SPRAY										
PROJECT#:					012020					
662		05/21 AP		10/08/20	0395113	STOREY KENWORTHY	200.88			10/30/20
LYSOL DISINFECTANT SPRAY										
PROJECT#:					012020					
663		05/21 AP		10/06/20	0395113	STOREY KENWORTHY	60.48			10/30/20
DISPOSABLE MASKS										
PROJECT#:					012020					
ACCOUNT TOTAL							1,563.65	.00	1,563.65	
FUND TOTAL							1,563.65	.00	1,563.65	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26  
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
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			
659		04/21	AP	10/07/20	0005266	IOWA DEPT.OF REVENUE	280.81		11/03/20
						SEMI MONTHLY SALES TAX			
						COMMERICAL GARBAGE A/R			
						ACCOUNT TOTAL	280.81	.00	280.81
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
659		04/21	AP	10/02/20	0005284	PROFESSIONAL SOLUTIONS	421.15		11/03/20
						SEPTEMBER CREDIT CARD FEE			
659		04/21	AP	10/02/20	0005275	PROFESSIONAL SOLUTIONS	22.29		11/03/20
						SEPTEMBER CREDIT CARD FEE			
						ACCOUNT TOTAL	443.44	.00	443.44
551-6685-436.85-01						UTILITIES / UTILITIES			
804		05/21	AP	10/12/20	0395117	CEDAR FALLS UTILITIES	1,488.12		11/10/20
						UTILITIES THRU 10/12/20			
						ACCOUNT TOTAL	1,488.12	.00	1,488.12
551-6685-436.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING			
804		05/21	AP	10/12/20	0395117	CEDAR FALLS UTILITIES	5,859.99		11/10/20
						UTILITIES THRU 10/12/20			
						ACCOUNT TOTAL	5,859.99	.00	5,859.99
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
804		05/21	AP	10/31/20	0395116	BLACK HAWK CO.LANDFILL	23,423.39		11/10/20
						LANDFILL SRV:10/16-10/31			
						10/16-10/31/20			
						ACCOUNT TOTAL	23,423.39	.00	23,423.39
551-6685-436.89-04						MISCELLANEOUS SERVICES / SALES TAX			

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27  
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.89-04 MISCELLANEOUS SERVICES / SALES TAX						continued				
659		04/21	AP	10/23/20	0005267	IOWA DEPT.OF REVENUE	74.31			11/03/20
						SEMI MONTHLY SALES TAX				
659		04/21	AP	10/07/20	0005266	IOWA DEPT.OF REVENUE	75.54			11/03/20
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	149.85	.00		149.85
						FUND TOTAL	31,645.60	.00		31,645.60
FUND 552 SEWER RENTAL FUND										
552-6655-436.85-01 UTILITIES / UTILITIES										
804		05/21	AP	10/12/20	0395117	CEDAR FALLS UTILITIES	1,992.11			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	1,992.11	.00		1,992.11
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
804		05/21	AP	10/31/20	0395116	BLACK HAWK CO.LANDFILL	159.71			11/10/20
						LANDFILL SRV:10/16-10/31				
						10/16-10/31/20				
						ACCOUNT TOTAL	159.71	.00		159.71
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
804		05/21	AP	10/12/20	0395117	CEDAR FALLS UTILITIES	5,860.00			11/10/20
						UTILITIES THRU 10/12/20				
						ACCOUNT TOTAL	5,860.00	.00		5,860.00
552-6665-436.89-04 MISCELLANEOUS SERVICES / SALES TAX										
659		04/21	AP	10/23/20	0005267	IOWA DEPT.OF REVENUE	812.02			11/03/20
						SEMI MONTHLY SALES TAX				
659		04/21	AP	10/07/20	0005266	IOWA DEPT.OF REVENUE	6,794.86			11/03/20
						SEMI MONTHLY SALES TAX				
						ACCOUNT TOTAL	7,606.88	.00		7,606.88
						FUND TOTAL	15,618.70	.00		15,618.70

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
804		05/21 AP		10/12/20	0395117	CEDAR FALLS UTILITIES UTILITIES THRU 10/12/20	5,860.00		11/10/20
ACCOUNT TOTAL							5,860.00	.00	5,860.00
FUND TOTAL							5,860.00	.00	5,860.00
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
823		05/21 AP		11/01/20	0395122	CENTURLINK CITY PHONE SERV.-NOV'20	53.85		11/12/20
823		05/21 AP		11/01/20	0395122	CENTURLINK CITY PHONE SERV.-NOV'20	70.00		11/12/20
739		05/21 AP		10/19/20	0395081	VERIZON WIRELESS WIRELESS SRV:10/20-11/19	1,161.03		11/02/20
ACCOUNT TOTAL							1,284.88	.00	1,284.88
FUND TOTAL							1,284.88	.00	1,284.88
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE									
659		04/21 AP		10/30/20	0005295	WELLMARK IOWA HEALTH CLAIMS PROCESSING	39,556.03		11/03/20
659		04/21 AP		10/26/20	0005259	EXPRESS SCRIPTS, INC. RX CLAIMS PROCESSING	6,210.29		11/03/20
659		04/21 AP		10/23/20	0005294	WELLMARK IOWA HEALTH CLAIMS PROCESSING	52,060.89		11/03/20
659		04/21 AP		10/19/20	0005258	EXPRESS SCRIPTS, INC. RX CLAIMS PROCESSING	11,751.52		11/03/20
659		04/21 AP		10/16/20	0005293	WELLMARK IOWA HEALTH CLAIMS PROCESSING	34,944.81		11/03/20
659		04/21 AP		10/14/20	0005248	ADVANTAGE ADMIN-SECT.105 HEALTH INS. REIMBURSEMENT	77.18		11/03/20
659		04/21 AP		10/13/20	0005257	EXPRESS SCRIPTS, INC. RX CLAIMS PROCESSING	9,535.12		11/03/20
659		04/21 AP		10/09/20	0005292	WELLMARK IOWA HEALTH CLAIMS PROCESSING	21,314.78		11/03/20
659		04/21 AP		10/05/20	0005256	EXPRESS SCRIPTS, INC. RX CLAIMS PROCESSING	21,588.38		11/03/20
659		04/21 AP		10/02/20	0005269	IOWA INSURANCE DIVISION STATUTORY FILING FEE-FY20	110.00		11/03/20
659		04/21 AP		10/02/20	0005291	WELLMARK IOWA	249,970.91		11/03/20



PREPARED 11/12/2020, 11:36:24  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29  
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01 INSURANCE / HEALTH INSURANCE						continued				
HEALTH CLAIMS PROCESSING										
ACCOUNT TOTAL							447,119.91	.00	447,119.91	
680-1902-457.51-06 INSURANCE / DENTAL INSURANCE										
659		04/21 AP		10/01/20	0005254	DELTA DENTAL OF IOWA	6,840.44			11/03/20
OCTOBER 2020 DENTAL										
ACCOUNT TOTAL							6,840.44	.00	6,840.44	
FUND TOTAL							453,960.35	.00	453,960.35	
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS										
823		05/21 AP		11/11/20	0395123	RYAN, MARTIN	433.80			11/12/20
RMB:NOV-JAN'21 HEALTH SEV						MEDICARE				
823		05/21 AP		11/11/20	0395123	RYAN, MARTIN	429.60			11/12/20
RMB:OCT-DEC'20 HEALTH SEV						MEDICARE SUPPLEMENT				
804		05/21 AP		11/09/20	0395121	REGENOLD, SHARON K.	214.34			11/10/20
RMB:SEP. 2020 HEALTH SEV.										
804		05/21 AP		11/06/20	0395114	ANDERSON, ALETA L.	144.60			11/10/20
RMB:OCT. 2020 HEALTH SEV.						MEDICARE-ALETA				
804		05/21 AP		11/06/20	0395114	ANDERSON, ALETA L.	144.60			11/10/20
RMB:OCT. 2020 HEALTH SEV.						MEDICARE-RICHARD				
739		05/21 AP		10/29/20	0395079	LUX, JOSH	101.19			11/02/20
RMB:HEALTH SEV.1/2 OCT'20										
739		05/21 AP		10/29/20	0395079	LUX, JOSH	101.19			11/02/20
RMB:HEALTH SEV.1/2 OCT'20										
ACCOUNT TOTAL							1,569.32	.00	1,569.32	
FUND TOTAL							1,569.32	.00	1,569.32	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.01-00 PAYROLL LIABILITY / FEDERAL TAXES										
659		04/21 AP		10/26/20	0005287	UNITED STATES TREASURY	65,967.16			11/03/20
FEDERAL WITHHOLDING TAX						10/23/20 PAYROLL				
659		04/21 AP		10/13/20	0005286	UNITED STATES TREASURY	64,485.22			11/03/20
FEDERAL WITHHOLDING TAX						10/09/20 PAYROLL				
ACCOUNT TOTAL							130,452.38	.00	130,452.38	

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 686 PAYROLL FUND										
686-0000-222.02-00 PAYROLL LIABILITY / STATE WITHHOLDING										
659	04/21	AP		10/26/20	0005268	IOWA DEPT.OF REVENUE	29,065.26			11/03/20
						STATE WITHHOLDING TAX				10/23/20 PAYROLL
659	04/21	AP		10/09/20	0005265	IOWA DEPT.OF REVENUE	28,620.50			11/03/20
						STATE WITHHOLDING TAX				10/09/20 PAYROLL
ACCOUNT TOTAL							57,685.76	.00	57,685.76	
686-0000-222.03-00 PAYROLL LIABILITY / FICA										
659	04/21	AP		10/26/20	0005287	UNITED STATES TREASURY	71,934.96			11/03/20
						SS & MQGE/MEDICARE TAX				10/23/20 PAYROLL
659	04/21	AP		10/13/20	0005286	UNITED STATES TREASURY	71,727.10			11/03/20
						SS & MQGE/MEDICARE TAX				10/09/20 PAYROLL
ACCOUNT TOTAL							143,662.06	.00	143,662.06	
686-0000-222.04-00 PAYROLL LIABILITY / IPERS										
659	04/21	AP		10/27/20	0005264	I.P.E.R.S.	136,505.57			11/03/20
						IPERS OCTOBER 2020				
ACCOUNT TOTAL							136,505.57	.00	136,505.57	
686-0000-222.05-00 PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE										
756	05/21	AP		11/04/20	0395082	ADVANTAGE ADMINISTRATORS	5,865.43			11/04/20
						CAFETERIA PLAN:11/06/20				
659	04/21	AP		10/26/20	0005252	COLLECTION SERVICES CENTER	1,012.90			11/03/20
						CHILD SUPPORT SERVICES				10/23/20 PAYROLL
659	04/21	AP		10/21/20	0005290	VOYA FINANCIAL	9,701.66			11/03/20
						EMPLOYEE 457 CONTRIBUTION				10/23/20 PAYROLL
659	04/21	AP		10/13/20	0005251	COLLECTION SERVICES CENTER	1,012.90			11/03/20
						CHILD SUPPORT PAYMENTS				10/09/20 PAYROLL
659	04/21	AP		10/07/20	0005289	VOYA FINANCIAL	9,701.66			11/03/20
						EMPLOYEE 457 CONTRIBUTION				10/09/20 PAYROLL
ACCOUNT TOTAL							27,294.55	.00	27,294.55	
686-0000-222.14-00 PAYROLL LIABILITY / POLICE & FIRE RETIREMENT										
659	04/21	AP		10/27/20	0005271	MUNICIPAL FIRE & POLICE RETIR	154,594.11			11/03/20
						MFPRSI RETIREMENT				
659	04/21	AP		10/27/20	0005271	MUNICIPAL FIRE & POLICE RETIR	347.00			11/03/20
						OVERPAYMENT				
ACCOUNT TOTAL							154,941.11	.00	154,941.11	
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES										

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 686 PAYROLL FUND									
686-1902-457.89-05 MISCELLANEOUS SERVICES / UNEMPLOYMENT TAXES						continued			
659		04/21 AP		10/28/20	0005270	IOWA WORKFORCE DEVELOPMENT	5,493.52		11/03/20
						RMB:BENEFITS THRU 9/30/20			
ACCOUNT TOTAL							5,493.52	.00	5,493.52
FUND TOTAL							656,034.95	.00	656,034.95
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
659		04/21 AP		10/20/20	0005255	EMC RISK SERVICES, LLC	225.00		11/03/20
						WORKER COMP ADMIN FEES			
659		04/21 AP		10/20/20	0005255	EMC RISK SERVICES, LLC	3,521.39		11/03/20
						WORKER COMP CLAIM			
659		04/21 AP		10/20/20	0005255	EMC RISK SERVICES, LLC	7,372.00		11/03/20
						WORKER COMP-SPECIAL TEGTMEIER			
ACCOUNT TOTAL							11,118.39	.00	11,118.39
FUND TOTAL							11,118.39	.00	11,118.39
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
755		05/21 AP		11/01/20	0395084	MADISON NATIONAL LIFE INS.CO.	3,977.93		11/04/20
						LTD - NOVEMBER 2020			
ACCOUNT TOTAL							3,977.93	.00	3,977.93
FUND 688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
755		05/21 AP		11/01/20	0395086	STANDARD INSURANCE COMPANY	3,542.48		11/04/20
						GROUP LIFE AD/D-NOV'20			
ACCOUNT TOTAL							3,542.48	.00	3,542.48
FUND TOTAL							7,520.41	.00	7,520.41
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
659		04/21 AP		10/20/20	0005255	EMC RISK SERVICES, LLC	995.00		11/03/20
						LIABILITY ADMIN FEES			
659		04/21 AP		10/20/20	0005255	EMC RISK SERVICES, LLC	7,228.42		11/03/20
						LIABILITY CLAIM			
659		04/21 AP		10/20/20	0005255	EMC RISK SERVICES, LLC	54,381.20		11/03/20

PREPARED 11/12/2020, 11:36:24  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32  
 ACCOUNTING PERIOD 04/2021

Item 30.

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE						continued			
LIABILITY CLAIM-SPECIAL						IAFF			
ACCOUNT TOTAL							62,604.62	0.00	62,604.62
FUND TOTAL							62,604.62	0.00	62,604.62
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							1,390,658.48	3,207.84	1,387,450.64

# Council Invoices for Council Meeting 11/16/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 04/2021

Item 30.

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											
805		05/21	AP	11/04/20	0000000	DES MOINES STAMP MFG. CO.	28.30			11/12/20	
		NOTARY STAMP-TERHUNE									
774		05/21	AP	10/15/20	0000000	STOREY KENWORTHY	1.85			11/12/20	
		RULER									
753		05/21	AP	10/12/20	0000000	STOREY KENWORTHY	20.03			11/12/20	
		COPY PAPER									
774		05/21	AP	10/08/20	0000000	STOREY KENWORTHY	11.58			11/12/20	
		STAPLE REMOVER, SCISSORS									
753		05/21	AP	10/06/20	0000000	STOREY KENWORTHY	21.84			11/12/20	
		9 X 12 ENVELOPES									
753		05/21	AP	10/05/20	0000000	STOREY KENWORTHY	.59			11/12/20	
		PENS, POST ITS									
779		05/21	AP	10/05/20	0000000	STOREY KENWORTHY	9.09			11/12/20	
		TAPE DISPENSER, STAPLER									
		ACCOUNT TOTAL						93.28	.00		93.28
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
753		05/21	AP	10/12/20	0000000	STOREY KENWORTHY	3.57			11/12/20	
		COPY PAPER									
753		05/21	AP	10/06/20	0000000	STOREY KENWORTHY	5.46			11/12/20	
		9 X 12 ENVELOPES									
753		05/21	AP	10/05/20	0000000	STOREY KENWORTHY	.15			11/12/20	
		PENS, POST ITS									
		ACCOUNT TOTAL						9.18	.00		9.18
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
753		05/21	AP	10/12/20	0000000	STOREY KENWORTHY	48.61			11/12/20	
		COPY PAPER									
753		05/21	AP	10/12/20	0000000	STOREY KENWORTHY	5.81			11/12/20	
		BINDERS									
753		05/21	AP	10/06/20	0000000	STOREY KENWORTHY	34.33			11/12/20	
		9 X 12 ENVELOPES, STAPLER									
753		05/21	AP	10/05/20	0000000	STOREY KENWORTHY	128.55			11/12/20	
		PENS, POST ITS, BINDERS									
		ACCOUNT TOTAL						217.30	.00		217.30
101-1028-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS											
805		05/21	AP	11/03/20	0000000	MERCY MEDICAL	182.00			11/12/20	
		PRE-EMPLOY.PHYS-SEPT'20									
		ACCOUNT TOTAL						182.00	.00		182.00

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1028-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES											
753		05/21 AP		11/01/20	0000000	COURIER COMMUNICATIONS-ADVERT	27.43			11/12/20	
		JOB AD:ENGINEERING TECH ONLINE									
753		05/21 AP		11/01/20	0000000	COURIER COMMUNICATIONS-ADVERT	51.50			11/12/20	
		JOB AD:ENGINEERING TECH COURIER									
753		05/21 AP		11/01/20	0000000	COURIER COMMUNICATIONS-ADVERT	121.01			11/12/20	
		JOB AD:ENGINEERING TECH EMPLOYMENT PACKAGES									
753		05/21 AP		10/27/20	0000000	COURIER COMMUNICATIONS-ADVERT	39.00			11/12/20	
		SEARCH BOOST ONLINE									
753		05/21 AP		10/20/20	0000000	COURIER COMMUNICATIONS-ADVERT	227.20			11/12/20	
		JOB AD:PUB.SAFETY OFFICER CLASSIFIED PACKAGE									
753		05/21 AP		10/14/20	0000000	COURIER COMMUNICATIONS-ADVERT	220.00			11/12/20	
		JOB AD:PT CROSSING GUARD COURIER									
753		05/21 AP		10/13/20	0000000	COURIER COMMUNICATIONS-ADVERT	20.00			11/12/20	
		JOB AD:PT CROSSING GUARD COURIER									
753		05/21 AP		10/11/20	0000000	COURIER COMMUNICATIONS-ADVERT	20.00			11/12/20	
		JOB AD:PT CROSSING GUARD COURIER									
753		05/21 AP		10/06/20	0000000	COURIER COMMUNICATIONS-ADVERT	20.00			11/12/20	
		JOB AD:PT CROSSING GUARD COURIER									
753		05/21 AP		10/04/20	0000000	COURIER COMMUNICATIONS-ADVERT	467.00			11/12/20	
		30K IMPRESSIONS ONLINE									
753		05/21 AP		10/04/20	0000000	COURIER COMMUNICATIONS-ADVERT	70.00			11/12/20	
		JOB AD:PT CROSSING GUARD ONLINE									
753		05/21 AP		10/04/20	0000000	COURIER COMMUNICATIONS-ADVERT	49.00			11/12/20	
		JOB AD:PT CROSSING GUARD COURIER									
		ACCOUNT TOTAL						1,332.14	.00	1,332.14	
101-1028-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG											
753		05/21 AP		11/06/20	0000000	CINTAS FIRST AID & SAFETY	8.27			11/12/20	
		RESTOCK FIRST AID KIT									
		ACCOUNT TOTAL						8.27	.00	8.27	
101-1028-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
747		05/21 AP		10/02/20	0135686	US BANK	215.00			11/05/20	
		NEPELRA MBRSHIP-B BALVANZ FY21									
		ACCOUNT TOTAL						215.00	.00	215.00	
101-1028-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION											
747		05/21 AP		10/12/20	0135686	US BANK	25.00			11/05/20	
		IOWA LEAGUE OF CITIES WEBINAR:BUDGET-ROEDING									
		ACCOUNT TOTAL						25.00	.00	25.00	



GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	3.57		11/12/20
		COPY PAPER							
753		05/21 AP		10/06/20	0000000	STOREY KENWORTHY	1.82		11/12/20
		9 X 12 ENVELOPES							
753		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	.05		11/12/20
		PENS,POST ITS							
		ACCOUNT TOTAL					5.44	.00	5.44
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
753		05/21 AP		11/01/20	0000000	THOMSON REUTERS - WEST	601.07		11/12/20
		WESTLAW INFORMATION				10/01/20-10/3120			
		ACCOUNT TOTAL					601.07	.00	601.07
101-1060-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
748		05/21 AP		10/13/20	0135686	US BANK	170.52		11/05/20
		DESIGNPRINT				PORTABLE WHITE BOARD			
		ACCOUNT TOTAL					170.52	.00	170.52
101-1060-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT									
748		05/21 AP		10/12/20	0135686	US BANK	70.00		11/05/20
		INT*QUICKBOOKS ONLINE				QUICKBOOKS MONTHLY SUB.			
		ACCOUNT TOTAL					70.00	.00	70.00
101-1060-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
748		05/21 AP		10/19/20	0135686	US BANK	276.78		11/05/20
		PANERA BREAD #203210 O				FOOD 4 IN-SERVICE			
		ACCOUNT TOTAL					276.78	.00	276.78
101-1060-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
748		05/21 AP		10/01/20	0135686	US BANK	880.00		11/05/20
		IOWA LIBRARY ASSOCIATION				INSERVICE REGISTRATIONS			
748		05/21 AP		09/30/20	0135686	US BANK	880.00		11/05/20
		IOWA LIBRARY ASSOCIATION				INSERVICE REGISTRATIONS			
		ACCOUNT TOTAL					1,760.00	.00	1,760.00
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
748		05/21 AP		10/13/20	0135686	US BANK	29.99		11/05/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM						continued				
						AMERICAN LIBRARY ASSOC				
748		05/21 AP		10/12/20	0135686	US BANK FOTL:YOUTH-ALA CALENDAR	33.92			11/05/20
						JOANN STORES #2208				
748		05/21 AP		10/12/20	0135686	US BANK FOTL:COLAB-BLNKT SUPPLIES	8.97			11/05/20
						HOBBY-LOBBY #0135				
748		05/21 AP		10/09/20	0135686	US BANK FOTL:COLAB-BLNKT SUPPLIES	7.32			11/05/20
						AMAZON.COM*MK1FA5VF2				
748		05/21 AP		10/08/20	0135686	US BANK FOTL:YOUTH-CREPE PAPER	98.05			11/05/20
						AMZN MKTP US*MK6818PT2				
748		05/21 AP		10/07/20	0135686	US BANK FOTL:YA-SHARPIES & BAGS	13.62			11/05/20
						SP * LULU PRESS				
748		05/21 AP		10/05/20	0135686	US BANK FOTL:ADULT-WCV BOOK PROOF	21.58			11/05/20
						AMZN MKTP US*MK80J6PJ1				
748		05/21 AP		10/05/20	0135686	US BANK FOTL:YOUTH-CARDSTOCK	10.79			11/05/20
						AMZN MKTP US*MK98G0JJ2				
748		05/21 AP		10/02/20	0135686	US BANK FOTL:YOUTH-CARDSTOCK	9.39			11/05/20
						AMZN MKTP US*MK6V45FR2				
748		05/21 AP		10/02/20	0135686	US BANK FOTL:ADULT-NANOWRIMO	45.96			11/05/20
						AMZN MKTP US*MK7488JH1				
748		05/21 AP		10/01/20	0135686	US BANK FOTL:ADULT-NANOWRIMO	13.99			11/05/20
						AMAZON.COM*M474D1R30 AMZN				
748		05/21 AP		09/28/20	0135686	US BANK FOTL:YOUTH-CARDSTOCK	250.00			11/05/20
						BLANK PARK ZOO				
748		05/21 AP		09/28/20	0135686	US BANK FOTL:YOUTH-BLANK PARK ZOO	14.51			11/05/20
						SP * LULU PRESS				
						ACCOUNT TOTAL	558.09	0.00	558.09	
101-1060-423.93-01 EQUIPMENT / EQUIPMENT										
748		05/21 AP		10/15/20	0135686	US BANK CASE FOR COMPUTER	24.49			11/05/20
						AMAZON.COM*2T4YR74H1				
						ACCOUNT TOTAL	24.49	0.00	24.49	
101-1061-423.71-11 OFFICE SUPPLIES / TECHNICAL PROCESSING SUPP										
748		05/21 AP		09/30/20	0135686	US BANK SCOTCH PRECISION SCISSORS	19.99			11/05/20
						AMAZON.COM*M48UI0770				
748		05/21 AP		09/23/20	0135686	US BANK AMAZON PRIME RENEWAL 1-YR	179.00			11/05/20
						B2B PRIME*M46TJ36N1				
						ACCOUNT TOTAL	198.99	0.00	198.99	
101-1061-423.81-91 PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT										
748		05/21 AP		09/28/20	0135686	US BANK 1 YR HOTSPOT DATA SERVICE	600.00			11/05/20
						MOBILE BEACON				
						ACCOUNT TOTAL	600.00	0.00	600.00	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
748		05/21 AP		10/01/20	0135686	US BANK	296.31			11/05/20
						EB EQUITY IN ACTION B EQUITY IN ACTION WEBINAR				
ACCOUNT TOTAL							296.31	.00	296.31	
101-1061-423.89-20 MISCELLANEOUS SERVICES / ADULT BOOKS										
748		05/21 AP		10/19/20	0135686	US BANK	13.65			11/05/20
						AMAZON.COM*2T40J4462 AMZN ADULT BOOKS				
748		05/21 AP		10/05/20	0135686	US BANK	13.19			11/05/20
						AMAZON.COM*MK9607N00 ADULT BOOKS				
748		05/21 AP		10/01/20	0135686	US BANK	13.29			11/05/20
						AMAZON.COM*MK3HG13A1 ADULT BOOKS				
748		05/21 AP		09/28/20	0135686	US BANK	3.99			11/05/20
						AMAZON.COM*M472E3K02 AMZN ADULT BOOKS				
748		05/21 AP		09/28/20	0135686	US BANK	40.85			11/05/20
						AMAZON.COM*M40801BX0 ADULT BOOKS				
ACCOUNT TOTAL							84.97	.00	84.97	
101-1061-423.89-22 MISCELLANEOUS SERVICES / YOUTH BOOKS										
748		05/21 AP		10/14/20	0135686	US BANK	14.99			11/05/20
						AMAZON.COM*MK2T68202 AMZN YOUTH BOOKS				
748		05/21 AP		10/12/20	0135686	US BANK	29.93			11/05/20
						AMZN MKTP US*MK1EU0281 YOUTH BOOKS				
748		05/21 AP		10/09/20	0135686	US BANK	26.30			11/05/20
						AMAZON.COM*MK42B4VR2 AMZN YOUTH BOOKS				
748		05/21 AP		10/07/20	0135686	US BANK	16.99			11/05/20
						AMAZON.COM*MK0BH2BK1 AMZN YOUTH BOOKS				
748		05/21 AP		10/05/20	0135686	US BANK	3.29			11/05/20
						AMAZON.COM*MK7D85Z10 AMZN YOUTH BOOKS				
748		05/21 AP		10/05/20	0135686	US BANK	11.99			11/05/20
						AMAZON.COM*MK6090N00 YOUTH BOOKS				
748		05/21 AP		10/01/20	0135686	US BANK	11.13			11/05/20
						AMZN MKTP US*MK1TB6Z51 YOUTH BOOKS				
748		05/21 AP		09/28/20	0135686	US BANK	11.95			11/05/20
						AMAZON.COM*M47906820 YOUTH BOOKS				
ACCOUNT TOTAL							126.57	.00	126.57	
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO										
748		05/21 AP		10/19/20	0135686	US BANK	17.23			11/05/20
						AMZN MKTP US*2T8329L40 ADULT CD MUSIC				
748		05/21 AP		10/05/20	0135686	US BANK	6.98			11/05/20
						AMAZON.COM*MK6K89PT1 AMZN ADULT CD MUSIC				
748		05/21 AP		09/30/20	0135686	US BANK	7.98			11/05/20
						AMZN MKTP US*M442H5WH2 ADULT CD MUSIC				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1061-423.89-24 MISCELLANEOUS SERVICES / ADULT AUDIO <span style="float: right;">continued</span>										
ACCOUNT TOTAL							32.19	.00	32.19	
101-1061-423.89-25 MISCELLANEOUS SERVICES / ADULT VIDEO										
748		05/21 AP		10/12/20	0135686	US BANK	4.99			11/05/20
		AMAZON.COM*MK5N85UK1 AMZN ADULT VIDEOS								
748		05/21 AP		10/05/20	0135686	US BANK	12.89			11/05/20
		AMZN MKTP US*MK68V4LMO ADULT VIDEOS								
748		05/21 AP		09/28/20	0135686	US BANK	9.96			11/05/20
		AMAZON.COM*M49JS6K62 AMZN ADULT VIDEOS								
748		05/21 AP		09/23/20	0135686	US BANK	7.98			11/05/20
		AMZN MKTP US*M48MW7D01 ADULT VIDEOS								
ACCOUNT TOTAL							35.82	.00	35.82	
101-1061-423.89-36 MISCELLANEOUS SERVICES / YOUTH VIDEO										
748		05/21 AP		09/28/20	0135686	US BANK	9.99			11/05/20
		AMAZON.COM*M41224KT2 AMZN YOUTH VIDEOS								
ACCOUNT TOTAL							9.99	.00	9.99	
101-1061-423.89-37 MISCELLANEOUS SERVICES / YOUNG ADULT AUDIO										
748		05/21 AP		10/19/20	0135686	US BANK	73.48			11/05/20
		AMAZON.COM*2T5109402 AMZN YOUNG ADULT CD BOOKS								
748		05/21 AP		10/13/20	0135686	US BANK	42.24			11/05/20
		AMZN MKTP US*MK60U86T0 YOUNG ADULT CD BOOKS								
ACCOUNT TOTAL							115.72	.00	115.72	
101-1061-423.89-47 MISCELLANEOUS SERVICES / LIBRARY OF THINGS										
748		05/21 AP		09/28/20	0135686	US BANK	93.54			11/05/20
		AMZN MKTP US*M45TL1B20 AM CD PLAYER & GARDEN TOOLS								
ACCOUNT TOTAL							93.54	.00	93.54	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	3.57			11/12/20
		COPY PAPER								
753		05/21 AP		10/06/20	0000000	STOREY KENWORTHY	1.82			11/12/20
		9 X 12 ENVELOPES								
753		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	.05			11/12/20
		PENS,POST ITS								
ACCOUNT TOTAL							5.44	.00	5.44	

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1158	441.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES									
753	05/21	AP	10/12/20	0000000	STOREY KENWORTHY	3.57			11/12/20		
		COPY PAPER									
753	05/21	AP	10/06/20	0000000	STOREY KENWORTHY	1.82			11/12/20		
		9 X 12 ENVELOPES									
753	05/21	AP	10/05/20	0000000	STOREY KENWORTHY	.05			11/12/20		
		PENS,POST ITS									
		ACCOUNT TOTAL					5.44	.00	5.44		
101-1199-411.32-64 COMM PROTECTION GRANTS / FIRE EQUIPMENT GRANT											
747	05/21	AP	10/02/20	0135686	US BANK	237.83			11/05/20		
		THE SHIRT SHACK PINK BADGE T-SHIRTS									
		ACCOUNT TOTAL					237.83	.00	237.83		
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE											
808	05/21	AP	11/03/20	0000000	UPPER IOWA UNIVERSITY	1,000.00			11/12/20		
		ARTIST FEES & MATERIALS COMM.SPONSORSHIP AWARD									
		ACCOUNT TOTAL					1,000.00	.00	1,000.00		
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING											
753	05/21	AP	10/23/20	0000000	COURIER LEGAL COMMUNICATIONS	30.18			11/12/20		
		PH NTC-AMEND DA-STRICKLER									
753	05/21	AP	10/21/20	0000000	COURIER LEGAL COMMUNICATIONS	19.62			11/12/20		
		PH NTC-AMEND SEC.26-164									
753	05/21	AP	10/21/20	0000000	COURIER LEGAL COMMUNICATIONS	23.14			11/12/20		
		PH NTC-REZONE 2128 COLLEG									
		ACCOUNT TOTAL					72.94	.00	72.94		
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT											
753	05/21	AP	11/06/20	0000000	STATE AUDITOR	850.00			11/12/20		
		FY2020 FILING FEE									
753	05/21	AP	11/06/20	0000000	GOVERNMENT FINANCE OFFICERS A	530.00			11/12/20		
		FY2020 AUDIT AWARD FEE									
753	05/21	AP	10/31/20	0000000	EIDE BAILLY, LLP	39,000.00			11/12/20		
		COMPLETION-FY2020 AUDIT									
		ACCOUNT TOTAL					40,380.00	.00	40,380.00		
101-1199-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
753	05/21	AP	10/12/20	0000000	STOREY KENWORTHY	2.86			11/12/20		
		COPY PAPER									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
	747	05/21 AP		10/07/20	0135686	US BANK	100.00			11/05/20
	753	05/21 AP		10/06/20	0000000	STOREY KENWORTHY	1.82			11/12/20
	753	05/21 AP		10/05/20	0000000	STOREY KENWORTHY	.05			11/12/20
						GROW CEDAR VALLEY EC.INCLUSION CONF-HRC				
						9 X 12 ENVELOPES				
						PENS, POST ITS				
						ACCOUNT TOTAL	104.73	.00		104.73
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	774	05/21 AP		10/29/20	0000000	STOREY KENWORTHY	5.09			11/12/20
	774	05/21 AP		10/15/20	0000000	STOREY KENWORTHY	1.97			11/12/20
	774	05/21 AP		10/12/20	0000000	STOREY KENWORTHY	5.62			11/12/20
	774	05/21 AP		10/08/20	0000000	STOREY KENWORTHY	2.35			11/12/20
						ACCOUNT TOTAL	15.03	.00		15.03
101-2205-432.72-19 OPERATING SUPPLIES / PRINTING										
	753	05/21 AP		10/12/20	0000000	STOREY KENWORTHY	7.15			11/12/20
						COPY PAPER				
						ACCOUNT TOTAL	7.15	.00		7.15
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
	774	05/21 AP		10/29/20	0000000	STOREY KENWORTHY	3.84			11/12/20
	774	05/21 AP		10/29/20	0000000	STOREY KENWORTHY	16.76			11/12/20
	774	05/21 AP		10/22/20	0000000	STOREY KENWORTHY	1.99			11/12/20
	774	05/21 AP		10/15/20	0000000	STOREY KENWORTHY	16.08			11/12/20
	774	05/21 AP		10/15/20	0000000	STOREY KENWORTHY	10.14			11/12/20
	774	05/21 AP		10/12/20	0000000	STOREY KENWORTHY	22.43			11/12/20
	779	05/21 AP		10/05/20	0000000	STOREY KENWORTHY	4.38			11/12/20
	779	05/21 AP		10/05/20	0000000	STOREY KENWORTHY	16.08			11/12/20
	774	05/21 AP		10/01/20	0000000	STOREY KENWORTHY	20.18			11/12/20
						ACCOUNT TOTAL				



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
ACCOUNT TOTAL							111.88	.00	111.88	
101-2235-412.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
747		05/21 AP		10/07/20	0135686	US BANK	70.00		11/05/20	
		PAYPAL *IOWACHAPTER				NEC CODE UPDATE BOOKS				
ACCOUNT TOTAL							70.00	.00	70.00	
101-2235-412.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
753		05/21 AP		11/06/20	0000000	CINTAS FIRST AID & SAFETY	5.79		11/12/20	
		RESTOCK FIRST AID KIT								
ACCOUNT TOTAL							5.79	.00	5.79	
101-2235-412.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
747		05/21 AP		10/07/20	0135686	US BANK	110.00		11/05/20	
		PAYPAL *IOWACHAPTER				NEC CODE UPDATE-J CRAIG				
ACCOUNT TOTAL							110.00	.00	110.00	
101-2235-412.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
747		05/21 AP		09/22/20	0135686	US BANK	25.00		11/05/20	
		EB IAEI WESTERN SECTI				NEC ONLINE SEMINARS				
747		05/21 AP		09/22/20	0135686	US BANK	25.00		11/05/20	
		EB IAEI WESTERN SECTI				NEC ONLINE SEMINARS				
747		05/21 AP		09/22/20	0135686	US BANK	25.00		11/05/20	
		EB IAEI WESTERN SECTI				NEC ONLINE SEMINARS				
747		05/21 AP		09/22/20	0135686	US BANK	25.00		11/05/20	
		EB IAEI WESTERN SECTI				NEC ONLINE SEMINARS				
ACCOUNT TOTAL							100.00	.00	100.00	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
774		05/21 AP		10/29/20	0000000	STOREY KENWORTHY	19.16		11/12/20	
		PENS, POST-ITS								
774		05/21 AP		10/22/20	0000000	STOREY KENWORTHY	11.89		11/12/20	
		TRIANGULAR SCALES								
774		05/21 AP		10/15/20	0000000	STOREY KENWORTHY	7.39		11/12/20	
		POST ITS, REINFORCEMENTS								
774		05/21 AP		10/08/20	0000000	STOREY KENWORTHY	8.82		11/12/20	
		POST IT FLAGS								
ACCOUNT TOTAL							47.26	.00	47.26	

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2245-442.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
779		05/21 AP		10/20/20	0000000	AWARDS, GIFTS & ENGRAVING NAME BADGE MAGNET T.WEINTRAUT, M.PEZLEY	16.50			11/12/20
ACCOUNT TOTAL							16.50	.00	16.50	
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING										
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY COPY PAPER	14.30			11/12/20
ACCOUNT TOTAL							14.30	.00	14.30	
101-2245-442.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
747		05/21 AP		10/02/20	0135686	US BANK CLB*IFSMA MEMBERSHIP - KAREN HOWARD	40.00			11/05/20
747		05/21 AP		10/02/20	0135686	US BANK CLB*IFSMA MEMBERSHIP-THOM WEINTRAUT	40.00			11/05/20
ACCOUNT TOTAL							80.00	.00	80.00	
101-2245-442.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
747		05/21 AP		10/12/20	0135686	US BANK AMERICAN PLANNING A APA VIRTUAL CONFERENCE	100.00			11/05/20
747		05/21 AP		10/07/20	0135686	US BANK AMERICAN PLANNING A APA VIRTUAL CONFERENCE	100.00			11/05/20
747		05/21 AP		10/07/20	0135686	US BANK AMERICAN PLANNING A APA VIRTUAL CONFERENCE	100.00			11/05/20
747		05/21 AP		10/07/20	0135686	US BANK AMERICAN PLANNING A APA VIRTUAL CONFERENCE	100.00			11/05/20
ACCOUNT TOTAL							400.00	.00	400.00	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
747		05/21 AP		10/02/20	0135686	US BANK O DONNELL ACE HARDWARE KEYKRAFTER, PHILLIPS BIT	6.68			11/05/20
ACCOUNT TOTAL							6.68	.00	6.68	
101-2253-423.72-30 OPERATING SUPPLIES / DROP IN EQUIP & SUPPLIES										
791		05/21 AP		11/02/20	0000000	CITY LAUNDERING CO. MATS	30.00			11/12/20
ACCOUNT TOTAL							30.00	.00	30.00	

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-32						OPERATING SUPPLIES / ADULT SPORTS SUPPLIES				
747		05/21 AP		10/06/20	0135686	US BANK	5.98			11/05/20
						O DONNELL ACE HARDWARE SPRING SNAP				
						ACCOUNT TOTAL	5.98	.00	5.98	
101-2253-423.72-41						OPERATING SUPPLIES / POOL CONCESSIONS				
791		05/21 AP		10/23/20	0000000	ARCTIC REFRIGERATION LC	132.50			11/12/20
						WINTERIZE ICE MACHINE FALLS				
						ACCOUNT TOTAL	132.50	.00	132.50	
101-2253-423.86-31						REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.				
791		05/21 AP		11/03/20	0000000	BUILDERS SELECT LLC	106.62			11/12/20
						PLYWOOD, SCREWS, LUMBER				
791		05/21 AP		11/03/20	0000000	BUILDERS SELECT LLC		140.18		11/12/20
						RETURN-PLYWOOD, LUMBER				
791		05/21 AP		11/02/20	0000000	GREENS KEEPER LAWN SERVICE LL	950.00			11/12/20
						SEEDING & AERATION FALLS AQUATIC CENTER				
747		05/21 AP		10/07/20	0135686	US BANK	71.02			11/05/20
						MENARDS CEDAR FALLS IA ALUMINUM ANGLE, GRK				
747		05/21 AP		10/06/20	0135686	US BANK	7.98			11/05/20
						O DONNELL ACE HARDWARE TORX BIT, IMPCT POWER BIT				
747		05/21 AP		10/02/20	0135686	US BANK	829.09			11/05/20
						BUILDERS SELECT LLC 5258 SHIMS, TITEBOND, SCREWS				
						ACCOUNT TOTAL	1,964.71	140.18	1,824.53	
101-2280-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
808		05/21 AP		10/22/20	0000000	STOREY KENWORTHY	89.16			11/12/20
						CALENDARS, ENVELOPES, MARKERS				
747		05/21 AP		10/02/20	0135686	US BANK	10.69			11/05/20
						O DONNELL ACE HARDWARE BATTERIES FOR THERMOMETER				
808		05/21 AP		09/03/20	0000000	STOREY KENWORTHY	25.10			11/12/20
						SALES RECEIPT BOOK, MEASURING TAPES				
						ACCOUNT TOTAL	124.95	.00	124.95	
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES				
747		05/21 AP		10/19/20	0135686	US BANK	77.75			11/05/20
						AMAZON.COM*2T4A76EQ1 MASKS FOR HALLOWEEN PRGM				
747		05/21 AP		10/13/20	0135686	US BANK	11.18			11/05/20
						DISCOUNTSCH 8006272829 WHITE TEMPERA PAINT				
747		05/21 AP		10/02/20	0135686	US BANK	37.50			11/05/20
						WAL-MART #0753 FOAM, FOLDERS, PENS, FUZZY				
747		05/21 AP		10/01/20	0135686	US BANK	49.00			11/05/20

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				
						DOLLARTREE POSTER BOARD,FOAM,BOTTLES				
747		05/21 AP		10/01/20	0135686	US BANK	101.30			11/05/20
						WM SUPERCENTER #753 FOAM,COTTON,PIPE CLEANERS				
747		05/21 AP		10/01/20	0135686	US BANK	18.43			11/05/20
						MICHAELS STORES 1246 WOOD STICKS AND MASKS				
747		05/21 AP		09/28/20	0135686	US BANK		73.77		11/05/20
						MENARDS CEDAR FALLS IA REFUND FOR WHOLE ORDER				
747		05/21 AP		09/28/20	0135686	US BANK	73.77			11/05/20
						MENARDS CEDAR FALLS IA ORDER RANG UP WITH TAX				
747		05/21 AP		09/28/20	0135686	US BANK	68.94			11/05/20
						MENARDS CEDAR FALLS IA GROUT FOR WINDOWS CLASS				
747		05/21 AP		09/28/20	0135686	US BANK	119.43			11/05/20
						AMZN MKTP US*M48MP7WF1 PLIERS,KILN,GLASS CUTTERS				
						ACCOUNT TOTAL	557.30	73.77	483.53	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
808		05/21 AP		11/04/20	0000000	SIGNS BY TOMORROW LABELS	48.65			11/12/20
						HARD WON TYPO-CORRECTED WEST MUSIC COMPANY, INC.				
808		05/21 AP		10/27/20	0000000	WEST MUSIC COMPANY, INC.	22.95			11/12/20
						GAFFER TAPE FOR GALLERY SIGNS BY TOMORROW				
808		05/21 AP		10/27/20	0000000	SIGNS BY TOMORROW	120.50			11/12/20
						NANCY PRICES EXHIBITION VINYL & LABELS				
808		05/21 AP		10/22/20	0000000	SIGNS & DESIGNS, INC.	58.00			11/12/20
						HARD WON EXHIBITION VINYL SIGNS BY TOMORROW				
808		05/21 AP		10/22/20	0000000	SIGNS BY TOMORROW	42.25			11/12/20
						HARD WON & NANCY PRICE LABELS				
808		05/21 AP		10/21/20	0000000	SIGNS & DESIGNS, INC.	40.00			11/12/20
						HARD WON EXHIBITION VINYL REPRINT				
747		05/21 AP		10/09/20	0135686	US BANK	49.55			11/05/20
						UNIVERSITY PRODUCTS IN ARCHIVAL STORAGE BOX				
747		05/21 AP		09/25/20	0135686	US BANK	21.98			11/05/20
						HY-VEE CEDAR FALLS 1052 FLOWERS AND STRAWS FOR				
						ACCOUNT TOTAL	403.88	.00	403.88	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
808		05/21 AP		10/27/20	0000000	PBS DISTRIBUTION THE VOTE	500.00			11/12/20
						LICENSE TO PLAY MOVIE				
						ACCOUNT TOTAL	500.00	.00	500.00	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
808		05/21 AP		10/28/20	0000000	KAREN'S PRINT-RITE POSTCARDS	32.00			11/12/20
						EXTRA HARD WON EXHIBITION				
						ACCOUNT TOTAL	32.00	.00	32.00	

PREPARED 11/12/2020, 11:23:41  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13  
ACCOUNTING PERIOD 04/2021

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				
747		05/21 AP		10/12/20	0135686	US BANK	12.95			11/05/20
						MONTHLY PROGRAM FEE				
747		05/21 AP		10/05/20	0135686	US BANK	63.63			11/05/20
						FALL PROMO ADS				
						ACCOUNT TOTAL	76.58	.00	76.58	
101-2280-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
747		05/21 AP		10/15/20	0135686	US BANK	75.00			11/05/20
						CONFERENCE REGISTRATION				
						ACCOUNT TOTAL	75.00	.00	75.00	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
747		05/21 AP		10/20/20	0135686	US BANK	753.26			11/05/20
						CASE, KEYBOARD, HEADPHONES				
808		05/21 AP		10/19/20	0000000	LAMAR COMPANIES	200.00			11/12/20
						NOVEMBER BILLBOARD				
						ACCOUNT TOTAL	953.26	.00	953.26	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	7.15			11/12/20
						COPY PAPER				
753		05/21 AP		10/06/20	0000000	STOREY KENWORTHY	7.28			11/12/20
						9 X 12 ENVELOPES				
753		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	.20			11/12/20
						PENS, POST ITS				
						ACCOUNT TOTAL	14.63	.00	14.63	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
794		05/21 AP		11/02/20	0000000	CITY LAUNDERING CO.	3.00			11/12/20
						TOWELS-STATION #1				
794		05/21 AP		11/02/20	0000000	CITY LAUNDERING CO.	21.00			11/12/20
						TOWELS;MATS-PSS BUILDING				
794		05/21 AP		10/05/20	0000000	CITY LAUNDERING CO.	3.00			11/12/20
						TOWELS-STATION #1				
						ACCOUNT TOTAL	27.00	.00	27.00	
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES										
747		05/21 AP		10/14/20	0135686	US BANK	40.97			11/05/20
						SCBA FACEMASK NAMEPLATES				
						IDENTIFIRE				

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES						continued				
						ACCOUNT TOTAL	40.97	.00	40.97	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
747		05/21 AP		10/05/20	0135686	US BANK	11.42			11/05/20
						WFR WHOLESALE FIRE & RESU PUMP MAINT.KIT-561				
						ACCOUNT TOTAL	11.42	.00	11.42	
101-4511-414.72-10 OPERATING SUPPLIES / FIRE PREVENTION										
747		05/21 AP		09/24/20	0135686	US BANK	1,169.94			11/05/20
						NFPA NATL FIRE PROTECT FIRE PREVENTION MATERIALS				
						ACCOUNT TOTAL	1,169.94	.00	1,169.94	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
747		05/21 AP		10/01/20	0135686	US BANK	25.00			11/05/20
						WPSG- INC RESTOCKING FEE-HELMETS				
						ACCOUNT TOTAL	25.00	.00	25.00	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
747		05/21 AP		09/24/20	0135686	US BANK	13.33			11/05/20
						NORTHWEST RIVER SUPPLIES SHIPPING-DRY SUIT REPAIRS				
						ACCOUNT TOTAL	13.33	.00	13.33	
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS										
747		05/21 AP		10/06/20	0135686	US BANK	67.36			11/05/20
						WAL-MART #0753 SHEETS-FIRE STATION				
						ACCOUNT TOTAL	67.36	.00	67.36	
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
747		05/21 AP		10/19/20	0135686	US BANK	31.21			11/05/20
						KWIK STAR 58100005819 FUEL-FIREFIGHTER 1 TEST				
747		05/21 AP		10/19/20	0135686	US BANK	55.32			11/05/20
						CULVERS OF HIAWATHA MEALS-FIREFIGHTER 1 TEST				
						ACCOUNT TOTAL	86.53	.00	86.53	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										



PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				continued
794		05/21 AP		10/26/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			11/12/20
						1 CERT. FEE-HAZMAT RETEST				
794		05/21 AP		10/23/20	0000000	FIRE SERVICE TRNG. BUREAU	50.00			11/12/20
						1 CERT. FEE-HAZMAT TEST				
747		05/21 AP		10/07/20	0135686	US BANK	747.00			11/05/20
						FIRE PROTECTION PUB				
747		05/21 AP		10/06/20	0135686	US BANK	22.95			11/05/20
						4 ESSENTIALS-F.F.7TH ED.				
747		05/21 AP		09/25/20	0135686	US BANK	134.89			11/05/20
						WAL-MART #0753				
747		05/21 AP		09/24/20	0135686	US BANK	212.85			11/05/20
						TRAINING FOAM				
747		05/21 AP		09/24/20	0135686	US BANK	50.00			11/05/20
						EMERG.SERV.INST.TEXTBOOK				
747		05/21 AP		09/22/20	0135686	US BANK	50.00			11/05/20
						REG:EMERG.SERV.INSTRUCTOR				
						GATEWAY TECHNICAL COLLEGE				
						1 CERT.FEE-DRIV.OPER.PUMP				
						FIRE SERVICE TRAINING BUR				
						ACCOUNT TOTAL	1,267.69	.00	1,267.69	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
747		05/21 AP		10/08/20	0135686	US BANK	81.96			11/05/20
						MENARDS CEDAR FALLS IA				
747		05/21 AP		09/24/20	0135686	US BANK	455.20			11/05/20
						TARPS FOR 501 & 502				
						NORTHWEST RIVER SUPPLIES				
						ACCOUNT TOTAL	537.16	.00	537.16	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
794		05/21 AP		11/05/20	0000000	COVER-ALL EMBROIDERY, INC.	108.00			11/12/20
						EMBROIDER BEANIES				
794		05/21 AP		11/04/20	0000000	GALLS, LLC	137.99			11/12/20
						BOOTS-NOLAN YOUNG				
						ACCOUNT TOTAL	245.99	.00	245.99	
101-4511-414.93-01 EQUIPMENT / EQUIPMENT										
747		05/21 AP		09/30/20	0135686	US BANK	123.39			11/05/20
						STRAPWORKS				
						WEBBING-RESCUE EQUIPMENT				
						ACCOUNT TOTAL	123.39	.00	123.39	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
800		05/21 AP		10/26/20	0000000	PARKADE PRINTER, INC.	111.77			11/12/20
						#10 NON-WINDOW ENVELOPES				
800		05/21 AP		10/22/20	0000000	STOREY KENWORTHY	11.00			11/12/20
						COPY STAMP				
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	7.15			11/12/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
COPY PAPER										
ACCOUNT TOTAL							129.92	0.00	129.92	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
800		05/21	AP	11/07/20	0000000	SHRED-IT USA	48.07			11/12/20
800		05/21	AP	11/05/20	0000000	ON-SITE DOC. DESTRUCTION TICKET #8063693902	25.00			11/12/20
794		05/21	AP	11/02/20	0000000	REMOVE DECALS PD#20-PINK BADGE CAMPAIGN	21.00			11/12/20
800		05/21	AP	11/01/20	0000000	TOWELS;MATS-PSS BUILDING CITY LAUNDERING CO.	285.65			11/12/20
800		05/21	AP	10/30/20	0000000	THOMSON REUTERS - WEST	64.00			11/12/20
800		05/21	AP	10/30/20	0000000	INVESTIGATIVE SOFTWARE	73.00			11/12/20
800		05/21	AP	10/20/20	0000000	L & M TRANSMISSION	28.00			11/12/20
800		05/21	AP	10/14/20	0000000	TOW & STORE-CHEVY ASTRO	50.00			11/12/20
800		05/21	AP	10/09/20	0000000	L & M TRANSMISSION	50.00			11/12/20
800		05/21	AP	10/01/20	0000000	TOW & STORE-CHEV.UPLANDER	11.95			11/12/20
ACCOUNT TOTAL							656.67	0.00	656.67	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
747		05/21	AP	10/19/20	0135686	US BANK	38.08			11/05/20
747		05/21	AP	10/15/20	0135686	AMAZON.COM*2T5W023U0 AMZN 2 SOG RESPONDER BAGS	120.18			11/05/20
807		04/21	AP	08/26/20	0135432	US BANK	845.00			11/10/20
807		04/21	AP	08/11/20	0135411	NORTH AMERICAN RESCUE LL C-A-T;TOURNIQUETS-5		1,000.00		11/10/20
807		04/21	AP	08/11/20	0135411	AMZN MKTP US*MM44P6VVO		1,000.00		11/10/20
807		04/21	AP	08/11/20	0135411	SCHEELS ALL SPORTS		1,000.00		11/10/20
807		04/21	AP	08/11/20	0135411	ACCOUNT CORRECTION POLICE BIKE-TIM SMITH		1,000.00		11/10/20
807		04/21	AP	08/11/20	0135411	ACCOUNT CORRECTION POLICE BIKE-ZACH LADAGE		1,000.00		11/10/20
807		04/21	AP	08/11/20	0135411	ACCOUNT CORRECTION POLICE BIKE-MARTY BECKNER		1,000.00		11/10/20
807		04/21	AP	08/11/20	0135411	ACCOUNT CORRECTION SCHEELS ALL SPORTS	300.00			11/10/20
ACCOUNT TOTAL							1,303.26	3,000.00	1,696.74	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.72-29						OPERATING SUPPLIES / MIRT EQUIPMENT					
747		05/21 AP		10/12/20	0135686	US BANK	72.18			11/05/20	
		GALLS				MIRT PANTS					
747		05/21 AP		10/09/20	0135686	US BANK	1,272.22			11/05/20	
		GALLS				MIRT PANTS & SHIRTS					
747		05/21 AP		10/06/20	0135686	US BANK	298.42			11/05/20	
		THE SHIRT SHACK				MIRT T-SHIRTS					
		ACCOUNT TOTAL						1,642.82	0.00		1,642.82
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE											
747		05/21 AP		09/22/20	0135686	US BANK	11.70			11/05/20	
		USPS PO 1814940913				SHIP EVIDENCE TO CRPD					
		ACCOUNT TOTAL						11.70	0.00		11.70
101-5521-415.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES											
800		05/21 AP		10/15/20	0000000	LEADS ONLINE LLC	4,870.00			11/12/20	
		INVESTIGATION SYSTEM SERV				12/15/20-12/14/21					
		ACCOUNT TOTAL						4,870.00	0.00		4,870.00
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS											
800		05/21 AP		11/04/20	0000000	SECRETARY, STATE OF IOWA	30.00			11/12/20	
		RENEW NOTARY-J. SITZMANN									
		ACCOUNT TOTAL						30.00	0.00		30.00
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
747		05/21 AP		10/15/20	0135686	US BANK	177.68			11/05/20	
		THE OTHER PLACE EDALE				MEALS-FIREARMS TRAINING					
747		05/21 AP		10/15/20	0135686	US BANK	25.02			11/05/20	
		CASEYS GEN STORE 3041				MEALS-FIREARMS TRAINING					
747		05/21 AP		10/12/20	0135686	US BANK	18.25			11/05/20	
		SUBWAY 35634				MEALS-CRISIS INTERV.TRNG.					
747		05/21 AP		10/12/20	0135686	US BANK	29.50			11/05/20	
		THE OTHER PLACE EDALE				MEALS-CRISIS INTERV.TRNG.					
747		05/21 AP		10/08/20	0135686	US BANK	19.65			11/05/20	
		SUBWAY 35634				MEALS-CRISIS INTERV.TRNG.					
747		05/21 AP		10/08/20	0135686	US BANK		12.99		11/05/20	
		HOTELBOOKINGSERVFEE				CREDIT HTL.FEE-RIOT CTRL.					
747		05/21 AP		10/08/20	0135686	US BANK		529.40		11/05/20	
		CCI*HOTEL RESERVATION				CREDIT HTL.-RIOT CONTROL					
747		05/21 AP		10/07/20	0135686	US BANK	177.10			11/05/20	
		THE OTHER PLACE EDALE				MEALS-FIREARMS TRAINING					
747		05/21 AP		10/07/20	0135686	US BANK	17.24			11/05/20	

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)						continued				
						SUB CITY II				
	747	05/21 AP		10/07/20	0135686	US BANK	19.43			11/05/20
						SUBWAY 35634				
	747	05/21 AP		09/29/20	0135686	US BANK	393.12			11/05/20
						HILTON GARDEN INN WEST DE				
						HTL.-COMP.OFF.RESIL-YATES				
						ACCOUNT TOTAL	876.99	542.39		334.60
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
	747	05/21 AP		10/09/20	0135686	US BANK	225.00			11/05/20
						IOWA PRISON INDUSTRIES				
	747	05/21 AP		10/09/20	0135686	US BANK	225.00			11/05/20
						IOWA PRISON INDUSTRIES				
	747	05/21 AP		10/06/20	0135686	US BANK	1,000.00			11/05/20
						NU CPS REGISTRATION				
						SUPV.OF POLICE PERSONNEL				
						ACCOUNT TOTAL	1,450.00	.00		1,450.00
101-5521-415.85-01 UTILITIES / UTILITIES										
	805	05/21 AP		11/04/20	0000000	CEDAR FALLS UTILITIES	288.00			11/12/20
						ELECTRIC MAINT. CAMERAS				
						YEARLY-COLLEGE HILL				
						ACCOUNT TOTAL	288.00	.00		288.00
101-5521-415.86-06 REPAIR & MAINTENANCE / WEAPONS MAINTENANCE										
	747	05/21 AP		10/07/20	0135686	US BANK	29.88			11/05/20
						WM SUPERCENTER #753				
						RIFLE FLASHLITE BATTERIES				
						ACCOUNT TOTAL	29.88	.00		29.88
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
	747	05/21 AP		10/06/20	0135686	US BANK	165.80			11/05/20
						THE SHIRT SHACK				
						UNIFORM ALLOWANCE-SHIRTS				
						ACCOUNT TOTAL	165.80	.00		165.80
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
	800	05/21 AP		11/03/20	0000000	KUSTOM SIGNALS, INC.	101.00			11/12/20
						REMOTE CONTROLLER-RADAR				
	747	05/21 AP		10/14/20	0135686	US BANK		390.97		11/05/20
						JEN*WWW.JENSONUSA.COM				
	807	04/21 AP		08/26/20	0135432	US BANK		845.00		11/10/20
						ACCOUNT CORRECTION				
	807	04/21 AP		08/11/20	0135411	SCHEELS ALL SPORTS	1,000.00			11/10/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.93-01 EQUIPMENT / EQUIPMENT						continued				
807				04/21	AP 08/11/20 0135411	POLICE BIKE-TIM SMITH SCHEELS ALL SPORTS	1,000.00			11/10/20
807				04/21	AP 08/11/20 0135411	POLICE BIKE-ZACH LADAGE SCHEELS ALL SPORTS	1,000.00			11/10/20
807				04/21	AP 08/11/20 0135411	POLICE BIKE-MARTY BECKNER SCHEELS ALL SPORTS		300.00		11/10/20
						TRADE IN ON BIKE				
ACCOUNT TOTAL							3,101.00	1,535.97		1,565.03
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
800				05/21	AP 11/02/20 0000000	ANIMAL CALLS;10/1-10/31 WATERLOO, CITY OF 10/1-10/31/20	9,344.00			11/12/20
ACCOUNT TOTAL							9,344.00	.00		9,344.00
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
801				05/21	AP 11/06/20 0000000	HARDWARE FOR POLE FIXTURE O'DONNELL ACE HARDWARE	9.57			11/12/20
PROJECT#: 062507										
801				05/21	AP 11/05/20 0000000	SOAP, TISSUES, TOWELS, LINER MARTIN BROS. DISTRIBUTING DISPENSERS, SANITIZER	126.31			11/12/20
PROJECT#: 062501										
801				05/21	AP 11/05/20 0000000	SOAP, TISSUES, TOWELS, LINER MARTIN BROS. DISTRIBUTING DISPENSERS, SANITIZER	214.68			11/12/20
PROJECT#: 062503										
801				05/21	AP 11/05/20 0000000	SOAP, TISSUES, TOWELS, LINER MARTIN BROS. DISTRIBUTING DISPENSERS, SANITIZER	130.10			11/12/20
PROJECT#: 062506										
801				05/21	AP 11/05/20 0000000	SOAP, TISSUES, TOWELS, LINER MARTIN BROS. DISTRIBUTING DISPENSERS, SANITIZER	619.23			11/12/20
PROJECT#: 062507										
ACCOUNT TOTAL							1,099.89	.00		1,099.89
101-6616-446.72-17 OPERATING SUPPLIES / UNIFORMS										
720				05/21	AP 10/22/20 0000000	UNIFORMS PUBLIC BLDG SERVICEWEAR APPAREL, INC.	18.55			11/12/20
720				05/21	AP 10/15/20 0000000	UNIFORMS PUB BUILDINGS SERVICEWEAR APPAREL, INC.	82.40			11/12/20
ACCOUNT TOTAL							100.95	.00		100.95
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
754				05/21	AP 10/27/20 0000000	O'DONNELL ACE HARDWARE	28.99			11/12/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
DRILL BITS										
PROJECT#: 062503										
ACCOUNT TOTAL							28.99	.00	28.99	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
801		05/21 AP		11/05/20	0000000	CITY LAUNDERING CO.	40.00			11/12/20
MAT SERVICE										
PROJECT#: 062506										
801		05/21 AP		11/03/20	0000000	CITY LAUNDERING CO.	20.00			11/12/20
MAT SERVICE										
PROJECT#: 062501										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	3,700.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062501										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	1,448.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062505										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	7,000.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062507										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	3,000.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062511										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	624.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062509										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	3,268.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062503										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	770.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062508										
754		05/21 AP		11/01/20	0000000	FRESH START CLEANING SOLUTION	1,664.00			11/12/20
JANITORIAL SERVICE										
PROJECT#: 062506										
754		05/21 AP		11/01/20	0000000	O'KEEFE ELEVATOR COMPANY, INC	148.00			11/12/20
ELEVATOR SERVICE										
PROJECT#: 062501										
754		05/21 AP		11/01/20	0000000	O'KEEFE ELEVATOR COMPANY, INC	148.00			11/12/20
ELEVATOR SERVICE										
PROJECT#: 062503										
754		05/21 AP		11/01/20	0000000	O'KEEFE ELEVATOR COMPANY, INC	148.00			11/12/20
ELEVATOR SERVICE										
PROJECT#: 062505										
754		05/21 AP		11/01/20	0000000	O'KEEFE ELEVATOR COMPANY, INC	148.00			11/12/20
ELEVATOR SERVICE										
PROJECT#: 062511										



PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
754		05/21 AP		10/26/20	0000000	STICKFORT ELECTRIC CO., INC.	343.29			11/12/20
						FLOOR OUTLET REMOVED FOR NEW FLOORING				
PROJECT#:		062503								
754		05/21 AP		10/12/20	0000000	PEERLESS WELL AND PUMP	21,415.00			11/12/20
						WELL PIPE REPLACEMENT WELL TREATMENT TECH PKWY				
PROJECT#:		062506								
ACCOUNT TOTAL							43,884.29	.00	43,884.29	
101-6616-446.94-32 POLICY & ADMINISTRATION / MUNICIPAL OPERATIONS										
805		05/21 AP		11/03/20	0000000	PERKINS & WILL, INC	14,000.00			11/12/20
						CF RESILIENCE PLAN SERVICES THROUGH 10/30/20				
PROJECT#:		023249								
ACCOUNT TOTAL							14,000.00	.00	14,000.00	
101-6623-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
801		05/21 AP		11/05/20	0000000	BENTON BUILDING CENTER	660.59			11/12/20
						PUMP HOUSE ROOF SHINGLES				
ACCOUNT TOTAL							660.59	.00	660.59	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
774		05/21 AP		10/29/20	0000000	STOREY KENWORTHY	5.06			11/12/20
						POST-ITS, LEGAL PADS				
774		05/21 AP		10/29/20	0000000	STOREY KENWORTHY	16.76			11/12/20
						11X17 PAPER				
774		05/21 AP		10/15/20	0000000	STOREY KENWORTHY	16.09			11/12/20
						COPY PAPER				
747		05/21 AP		10/12/20	0135686	US BANK	27.80			11/05/20
						EPSON LABELWORKS STORE OFFICE SUPPLIES-LABELS				
774		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	4.48			11/12/20
						SHARPIES				
779		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	15.18			11/12/20
						STAPLER				
779		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	5.77			11/12/20
						BATTERIES				
779		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	16.09			11/12/20
						COPY PAPER				
ACCOUNT TOTAL							107.23	.00	107.23	
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS										
779		05/21 AP		10/20/20	0000000	AWARDS, GIFTS & ENGRAVING	16.50			11/12/20
						NAME BADGE MAGNET D.MCKINNEY, M.FEUERHELM				

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS						continued				
ACCOUNT TOTAL							16.50	.00	16.50	
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
753		05/21 AP		11/06/20	0000000	CINTAS FIRST AID & SAFETY	5.79			11/12/20
		RESTOCK FIRST AID KIT								
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
		SAFETY SHOES-M TOLAN P.O. 56540								
ACCOUNT TOTAL							165.79	.00	165.79	
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
779		05/21 AP		10/29/20	0000000	SNYDER & ASSOCIATES, INC.	1,006.00			11/12/20
		3174-GEN.ENGINEERING 2019 SERVICES THRU 09/30/20								
PROJECT#:		023174								
ACCOUNT TOTAL							1,006.00	.00	1,006.00	
101-6625-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
815		05/21 AP		10/07/20	0000000	IOWA DEPT-TRANSPORTATION	480.00			11/12/20
		AGGREGATE CERT-MCKINNEY VIRTUAL & BOONE								
815		05/21 AP		10/07/20	0000000	IOWA DEPT-TRANSPORTATION	120.00			11/12/20
		PCC LEVEL 1 RECERT-FOULK VIRTUAL & BOONE								
815		05/21 AP		10/05/20	0000000	IOWA DEPT-TRANSPORTATION	600.00			11/12/20
		HMA LEVEL 1 CERT-MCKINNEY VIRTUAL & BOONE								
815		05/21 AP		10/05/20	0000000	IOWA DEPT-TRANSPORTATION	120.00			11/12/20
		PCC LVL 1 RECERT-MCKINNEY VIRTUAL & BOONE								
ACCOUNT TOTAL							1,320.00	.00	1,320.00	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
801		05/21 AP		11/03/20	0000000	MARTIN BROS.DISTRIBUTING	217.14			11/12/20
		TISSUES								
801		05/21 AP		11/02/20	0000000	MENARDS-CEDAR FALLS	50.80			11/12/20
		POST HOLE SIGN CEMENT								
801		05/21 AP		10/31/20	0000000	CULLIGAN WATER CONDITIONING	65.00			11/12/20
		WATER FOR GREENWOOD CEM AND TRANSFER STATION								
801		05/21 AP		10/31/20	0000000	CULLIGAN WATER CONDITIONING	8.35			11/12/20
		WATER FOR 606 UNION ROAD								
801		05/21 AP		10/31/20	0000000	OUTDOOR RECREATION PROD	2,840.00			11/12/20
		PLAYGROUND MULCH								
801		05/21 AP		10/29/20	0000000	MENARDS-CEDAR FALLS	50.80			11/12/20
		PARK SIGN CEMENT								
754		05/21 AP		10/28/20	0000000	O'DONNELL ACE HARDWARE	171.98			11/12/20
		TOOL BATTERIES FOR PARKS								

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
801		05/21	AP	10/27/20	0000000	BENTON BUILDING CENTER	50.65			11/12/20
801		05/21	AP	10/26/20	0000000	GRAVEL MIX-POLICEMANS PRK O'DONNELL ACE HARDWARE	31.68			11/12/20
801		05/21	AP	10/23/20	0000000	PLUMBLING PARTS TESTAMERICA LABORATORIES, INC	42.00			11/12/20
801		05/21	AP	10/23/20	0000000	WATER TEST ISLAND PARK, PHEASANT RIDGE PRO SHOP FOSTER'S, INC.	124.11			11/12/20
720		05/21	AP	10/22/20	0000000	TREE SLINGS SERVICEWEAR APPAREL, INC.	66.69			11/12/20
801		05/21	AP	10/22/20	0000000	UNIFORMS PARKS BUILDERS SELECT LLC	99.92			11/12/20
801		05/21	AP	10/22/20	0000000	PFEIFER PARK SHELTER REPAIR MENARDS-CEDAR FALLS	35.45			11/12/20
801		05/21	AP	10/21/20	0000000	SHELTER SIDING OUTDOOR & MORE	231.70			11/12/20
720		05/21	AP	10/15/20	0000000	PARKS SNOW SHOVELS SERVICEWEAR APPAREL, INC.	282.46			11/12/20
801		05/21	AP	10/15/20	0000000	UNIFORMS PARKS O'DONNELL ACE HARDWARE	18.69			11/12/20
807		04/21	AP	09/30/20	0135500	JUMPER CABLES K & K GARDENS LLC		3,761.07		11/10/20
						ACCOUNT CORRECTION TREES				
						ACCOUNT TOTAL	4,387.42	3,761.07	626.35	
101-6633-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
747		05/21	AP	09/28/20	0135686	US BANK HOTEL GRINNELL	324.80			11/05/20
						RYAN RIEGER TRAVEL FOR				
						ACCOUNT TOTAL	324.80	.00	324.80	
101-6633-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
747		05/21	AP	09/25/20	0135686	US BANK TST* PRAIRIE CANARY RESTA	11.76			11/05/20
						RYAN RIEGER MEAL 9/23/20				
						ACCOUNT TOTAL	11.76	.00	11.76	
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
774		05/21	AP	10/26/20	0000000	CEDAR FALLS COMMUNITY SCHOOLS N.CEDAR PLAYGROUND EQUIP.	75,000.00			11/12/20
						ACCOUNT TOTAL	75,000.00	.00	75,000.00	
101-6633-423.93-01 EQUIPMENT / EQUIPMENT										
807		04/21	AP	09/30/20	0135500	K & K GARDENS LLC	3,761.07			11/10/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.93-01 EQUIPMENT / EQUIPMENT TREES						continued				
ACCOUNT TOTAL							3,761.07	.00	3,761.07	
FUND TOTAL							228,195.52	9,053.38	219,142.14	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
754		05/21 AP		11/03/20	0000000	O'DONNELL ACE HARDWARE	8.69			11/12/20
CAUTION TAPE										
ACCOUNT TOTAL							8.69	.00	8.69	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS										
754		05/21 AP		10/29/20	0000000	SERVICEWEAR APPAREL, INC.	60.14			11/12/20
UNIFORMS FOR STREET										
720		05/21 AP		10/28/20	0000000	SERVICEWEAR APPAREL, INC.		169.30		11/12/20
UNIFORM CREDIT STREETS										
720		05/21 AP		10/28/20	0000000	SERVICEWEAR APPAREL, INC.		60.14		11/12/20
UNIFORM CREDIT STREETS										
720		05/21 AP		10/22/20	0000000	SERVICEWEAR APPAREL, INC.	47.73			11/12/20
UNIFORMS STREETS										
720		05/21 AP		10/15/20	0000000	SERVICEWEAR APPAREL, INC.	359.22			11/12/20
UNIFORMS STREETS										
ACCOUNT TOTAL							467.09	229.44	237.65	
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL										
801		05/21 AP		11/04/20	0000000	GIERKE-ROBINSON COMPANY, INC.	99.42			11/12/20
WIRE TIES FOR SNOW FENCE										
801		05/21 AP		11/02/20	0000000	FORCE AMERICA DISTRIBUTING LL	928.85			11/12/20
GARMIN GPS PACK										
ACCOUNT TOTAL							1,028.27	.00	1,028.27	
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
SAFETY SHOES-C PAINE										
P.O. 56539										
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	153.00			11/12/20
SAFETY SHOES-R HENRY										
P.O. 56533										
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
SAFETY SHOES-J SMITH										
P.O. 56535										
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued										
SAFETY SHOES-J DIEZ P.O. 56538										
ACCOUNT TOTAL							633.00	.00	633.00	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
801		05/21	AP	10/31/20	0000000	ASPRO, INC.	377.52			11/12/20
HOTMIX ASPHALT										
801		05/21	AP	10/31/20	0000000	ASPRO, INC.	709.28			11/12/20
HOTMIX ASPHALT										
720		05/21	AP	10/28/20	0000000	SAM ANNIS & CO.	66.50			11/12/20
PROPANE FOR PRO PATCHER										
720		05/21	AP	10/23/20	0000000	MENARDS-CEDAR FALLS	22.57			11/12/20
LUMBER FOR FORMS										
720		05/21	AP	10/20/20	0000000	BITUMINOUS MATERIALS & SUPPLY	313.24			11/12/20
CRS-2 EMULSION FOR SPRAY PATCHING										
720		05/21	AP	10/20/20	0000000	BITUMINOUS MATERIALS & SUPPLY	351.32			11/12/20
CRS-2 EMULSION FOR SPRAY PATCHING										
720		05/21	AP	10/19/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE BIRDSALL DR REPAIR - BARNETT	1,210.00			11/12/20
ACCOUNT TOTAL							3,050.43	.00	3,050.43	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
801		05/21	AP	11/03/20	0000000	CAMPBELL SUPPLY WATERLOO	3,044.00			11/12/20
POST DRIVER FOR SIGNS										
801		05/21	AP	10/29/20	0000000	O'DONNELL ACE HARDWARE	49.99			11/12/20
PROPANE TANK										
801		05/21	AP	10/28/20	0000000	MENARDS-CEDAR FALLS	47.89			11/12/20
BRUSH, CAULK, GLOBE, NAILSET										
754		05/21	AP	10/26/20	0000000	ENNIS-FLINT, INC.	875.47			11/12/20
TORCH FOR PAINTING										
801		05/21	AP	10/26/20	0000000	ECHO GROUP, INC.	106.78			11/12/20
ELECTRICAL SUPPLIES										
720		05/21	AP	10/23/20	0000000	CAMPBELL SUPPLY WATERLOO	67.83			11/12/20
SAWBLADES FOR SIGNS										
720		05/21	AP	10/21/20	0000000	ECHO GROUP, INC.	42.67			11/12/20
ELECTRICAL SUPPLIES										
807		04/21	AP	08/26/20	0135230	CAMPBELL SUPPLY WATERLOO	580.32			11/10/20
BANDING FOR SIGNALS										
ACCOUNT TOTAL							4,814.95	.00	4,814.95	
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS										
801		05/21	AP	11/03/20	0000000	CAMPBELL SUPPLY WATERLOO	606.00			11/12/20
TOOLS										
807		04/21	AP	08/26/20	0135230	CAMPBELL SUPPLY WATERLOO		580.32		11/10/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS						continued				
						ACCOUNT CORRECTION TOOLS				
						ACCOUNT TOTAL	606.00	580.32	25.68	
206-6647-436.72-17 OPERATING SUPPLIES / UNIFORMS										
754		05/21 AP		10/29/20	0000000	SERVICEWEAR APPAREL, INC.	60.14			11/12/20
						UNIFORMS FOR TRAFFIC				
720		05/21 AP		10/28/20	0000000	SERVICEWEAR APPAREL, INC.		60.14		11/12/20
						UNIFORM CREDIT TRAFFIC				
720		05/21 AP		10/15/20	0000000	SERVICEWEAR APPAREL, INC.	62.10			11/12/20
						UNIFORMS TRAFFIC				
						ACCOUNT TOTAL	122.24	60.14	62.10	
206-6647-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
801		05/21 AP		10/31/20	0000000	UNITED PARCEL SERVICE SHIPPING-ATSI	158.74			11/12/20
						ACCOUNT TOTAL	158.74	.00	158.74	
206-6647-436.86-72 REPAIR & MAINTENANCE / CONTRACT STREET PAINTING										
720		05/21 AP		10/20/20	0000000	LASER LINE STRIPING & SWEEPIN RESTRIPE/LAYOUT/PAINT	1,560.00			11/12/20
						INTRSECTNS/CRSWLKS-ROWND				
						ACCOUNT TOTAL	1,560.00	.00	1,560.00	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
801		05/21 AP		10/27/20	0000000	SMARTSIGN	1,320.00			11/12/20
						SIGNS FOR PARKADE				
801		05/21 AP		10/21/20	0000000	TAPCO	1,434.05			11/12/20
						X WALK SIGNS-ROWND STREET				
						ACCOUNT TOTAL	2,754.05	.00	2,754.05	
						FUND TOTAL	15,203.46	869.90	14,333.56	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										



PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27  
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
774		05/21 AP		10/15/20	0000000	STOREY KENWORTHY	35.74		11/12/20
						COPY PAPER			
						ACCOUNT TOTAL	35.74	.00	35.74
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
774		05/21 AP		10/30/20	0000000	MRI SOFTWARE LLC	640.00		11/12/20
						HAPPY SFTWR-CONSULTING			
						CARES-10/15/20			
						PROJECT#: 022344			
						ACCOUNT TOTAL	640.00	.00	640.00
						FUND TOTAL	675.74	.00	675.74
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19						OPERATING SUPPLIES / PRINTING			
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	3.57		11/12/20
						COPY PAPER			
						ACCOUNT TOTAL	3.57	.00	3.57
						FUND TOTAL	3.57	.00	3.57
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44						STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION			
779		05/21 AP		11/05/20	0000000	PETERSON CONTRACTORS	42,130.14		11/12/20
						3185-2020 STREET CONST.			
						PROJECT#: 023185			
						ACCOUNT TOTAL	42,130.14	.00	42,130.14
242-1240-431.92-85						STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION			
779		05/21 AP		10/27/20	0000000	FOTH INFRASTRUCTURE & ENVIRON	90,829.68		11/12/20
						3238-UNION RD RECONSTRUCT			
						SERVICES THRU 09/30/20			
						PROJECT#: 023238			
						ACCOUNT TOTAL	90,829.68	.00	90,829.68
242-1240-431.92-91						STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION			
779		05/21 AP		10/30/20	0000000	PETERSON CONTRACTORS	29,875.12		11/12/20
						3196-12TH ST.RECONSTRUCT.			

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION						continued			
PROJECT#: 023196									
ACCOUNT TOTAL							29,875.12	.00	29,875.12
242-1240-431.92-99 HOME & COMMUNITY ENVIRON / STRUCTURE IMPROV & BLDGS									
779		05/21 AP		11/09/20	0000000	BOULDER CONTRACTING, LLC	49,457.95		11/12/20
PROJECT#: 023243									
ACCOUNT TOTAL							49,457.95	.00	49,457.95
FUND TOTAL							212,292.89	.00	212,292.89
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
747		05/21 AP		10/20/20	0135686	US BANK	370.43		11/05/20
						MARKERTEK VIDEO SUPPLY			
747		05/21 AP		10/13/20	0135686	US BANK	42.98		11/05/20
						AMZN MKTP US*MK4031Q60			
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	3.57		11/12/20
						COPY PAPER			
747		05/21 AP		10/06/20	0135686	US BANK	169.00		11/05/20
						AMZN MKTP US*MK20470A2			
753		05/21 AP		10/06/20	0000000	STOREY KENWORTHY	3.64		11/12/20
						9 X 12 ENVELOPES			
753		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	.10		11/12/20
						PENS, POST ITS			
747		05/21 AP		09/30/20	0135686	US BANK	169.00		11/05/20
						AMZN MKTP US*M433W1KDO			
ACCOUNT TOTAL							758.72	.00	758.72
254-1088-431.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
753		05/21 AP		10/28/20	0000000	FEDERAL EXPRESS	30.50		11/12/20
						SHIPPING-VITEC PROD SOL			
747		05/21 AP		10/15/20	0135686	US BANK	79.95		11/05/20
						AMZN MKTP US*MK6IN8ULO			
747		05/21 AP		10/15/20	0135686	US BANK	138.24		11/05/20
						B&H PHOTO 800-606-6969			
747		05/21 AP		10/13/20	0135686	US BANK	234.09		11/05/20
						B&H PHOTO 800-606-6969			
747		05/21 AP		10/12/20	0135686	US BANK	26.99		11/05/20
						AMZN MKTP US*MK81H6VO0			
ACCOUNT TOTAL							509.77	.00	509.77

PREPARED 11/12/2020, 11:23:41  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29  
ACCOUNTING PERIOD 04/2021

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	83-05	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
747	05/21	AP		10/15/20	0135686	US BANK	5.79			11/05/20
						CASEYS GEN STORE 3045				
747	05/21	AP		10/14/20	0135686	US BANK	70.77			11/05/20
						GODFATHERS PIZZA				
747	05/21	AP		10/12/20	0135686	US BANK	92.49			11/05/20
						GODFATHERS PIZZA				
747	05/21	AP		10/12/20	0135686	US BANK	9.95			11/05/20
						CASEYS GEN STORE 3045				
747	05/21	AP		10/02/20	0135686	US BANK	10.87			11/05/20
						SUBWAY 36515				
						FOOD:CF FOOTBALL IN CR				
						ACCOUNT TOTAL	189.87	0.00		189.87
254-1088-431.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
747	05/21	AP		10/09/20	0135686	US BANK	299.00			11/05/20
						NEWTEK				
747	05/21	AP		09/30/20	0135686	US BANK	49.90			11/05/20
						B&H PHOTO 800-606-6969				
747	05/21	AP		09/23/20	0135686	US BANK	3,040.00			11/05/20
						SQ *RICHARD M. FOLEY DBA				
						SCORE FX SOFTWARE-FB,BB				
						ACCOUNT TOTAL	3,388.90	0.00		3,388.90
254-1088-431.93-01 EQUIPMENT / EQUIPMENT										
747	05/21	AP		10/20/20	0135686	US BANK	858.60			11/05/20
						B&H PHOTO 800-606-6969				
747	05/21	AP		09/30/20	0135686	US BANK	136.58			11/05/20
						SRD-92B ZOOM RATE DEMAND				
747	05/21	AP		09/30/20	0135686	US BANK	201.20			11/05/20
						AMAZON.COM*MK0CE6LW1 AMZN				
						B&H PHOTO 800-606-6969				
						PANASONIC BATTERY CHARGER				
						ACCOUNT TOTAL	1,196.38	0.00		1,196.38
						FUND TOTAL	6,043.64	0.00		6,043.64
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
753	05/21	AP		10/12/20	0000000	STOREY KENWORTHY	7.15			11/12/20
						COPY PAPER				
						ACCOUNT TOTAL	7.15	0.00		7.15
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
747	05/21	AP		10/08/20	0135686	US BANK		45.93		11/05/20

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
747		CDW GOVT #2384666		05/21 AP 10/01/20	0135686	US BANK RETURN SHOULDER STRAPS	45.93			11/05/20
		CDW GOVT #2169001				SHOULDER STRAPS				
ACCOUNT TOTAL							45.93	45.93		.00
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
805		05/21 AP 10/31/20		0000000		IPS GROUP, INC	251.57			11/12/20
805		GATEWAY & TRANSACTION FEE		05/21 AP 10/31/20	0000000	IPS GROUP, INC PAYSTATION (7) OCT.2020	4,637.85			11/12/20
		PARKING FEES-OCTOBER 2020								
ACCOUNT TOTAL							4,889.42	.00		4,889.42
FUND TOTAL							4,942.50	45.93		4,896.57
FUND 261 TOURISM & VISITORS										
261-2291-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
798		05/21 AP 10/27/20		0000000		STOREY KENWORTHY	72.99			11/12/20
		COPY PAPER-8.5X11 & 11X17								
ACCOUNT TOTAL							72.99	.00		72.99
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
747		05/21 AP 10/15/20		0135686		US BANK	10.37			11/05/20
		USPS PO 1814940913				SHIP VG TO KALONA CHAMBER				
ACCOUNT TOTAL							10.37	.00		10.37
261-2291-423.73-53 OTHER SUPPLIES / INTERNET DESIGN										
798		05/21 AP 11/03/20		0000000		SPINUTECH WEB DESIGN, INC.	145.00			11/12/20
		UPDATE LINE BREAK WAVE								
ACCOUNT TOTAL							145.00	.00		145.00
261-2291-423.73-55 OTHER SUPPLIES / MEDIA										
747		05/21 AP 10/01/20		0135686		US BANK	57.39			11/05/20
		FACEBK *8JGAZUEAB2				FACEBOOK CAMPAIGNS -				
ACCOUNT TOTAL							57.39	.00		57.39
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP										

PREPARED 11/12/2020, 11:23:41  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31  
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.73-57 OTHER SUPPLIES / GIFT SHOP						continued				
798		05/21 AP		11/02/20	0000000	UNIVERSITY OF NORTHERN IOWA	152.58			11/12/20
747		05/21 AP		10/08/20	0135686	US BANK	244.74			11/05/20
747		05/21 AP		09/30/20	0135686	US BANK	10.11			11/05/20
						CF ORNAMENT FOR GIFTSHOP				
						ACCOUNT TOTAL	407.43	.00		407.43
261-2291-423.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
747		05/21 AP		10/07/20	0135686	US BANK	10.00			11/05/20
						IA NATURAL HERTIGE-TRAIL				
						PROJECT#: 032420				
						ACCOUNT TOTAL	10.00	.00		10.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
798		05/21 AP		11/05/20	0000000	CITY LAUNDERING CO.	10.00			11/12/20
						BIWEEKLY MAT SERVICE				
						ACCOUNT TOTAL	10.00	.00		10.00
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS										
747		05/21 AP		09/28/20	0135686	US BANK	3.46			11/05/20
						ADAM MEETING WITH				
						SQ *CUP OF JOE				
						ACCOUNT TOTAL	3.46	.00		3.46
						FUND TOTAL	716.64	.00		716.64
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
748		05/21 AP		10/15/20	0135686	US BANK	23.44			11/05/20
						PAINTERS TAPE				
						AMAZON.COM*2T2LV1ZP1 AMZN				
						ACCOUNT TOTAL	23.44	.00		23.44
						FUND TOTAL	23.44	.00		23.44

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
297-2253-423.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
791		05/21 AP		10/31/20	0000000	INVISION ARCHITECTURE	400.00			11/12/20
						RECORD DOCUMENTS				
						REC LOCKER ROOM REMODEL				
						ACCOUNT TOTAL	400.00	0.00	400.00	
						FUND TOTAL	400.00	0.00	400.00	
FUND 298 HEARST CAPITAL										
298-2280-423.89-39						MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS				
808		05/21 AP		11/09/20	0000000	STICKFORT ELECTRIC CO., INC.	675.00			11/12/20
						PATIO LIGHTING. FUNDED BY				
						HUGH PETERSON DONATION				
						ACCOUNT TOTAL	675.00	0.00	675.00	
						FUND TOTAL	675.00	0.00	675.00	
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				
747		05/21 AP		10/14/20	0135686	US BANK		3.50		11/05/20
						ZOOM.US				
						REFUND SALES TAX				
PROJECT#:					012020					
748		05/21 AP		10/14/20	0135686	US BANK	59.35			11/05/20
						AMAZON.COM*MK65B17M2				
						DISINFECTANT SPRAY REFILL				
PROJECT#:					012020					
748		05/21 AP		10/13/20	0135686	US BANK	34.88			11/05/20
						AMAZON.COM*MK1ZC6SX0 AMZN				
						LARGE NITRILE GLOVES				
PROJECT#:					012020					
748		05/21 AP		10/08/20	0135686	US BANK	89.99			11/05/20
						AMZN MKTP US*MK0IZ7G92				
						DISINFECTANT SPRAY REFILL				
PROJECT#:					012020					
747		05/21 AP		10/05/20	0135686	US BANK	53.50			11/05/20
						ZOOM.US				
						ZOOM FOR CH VISIONING				
PROJECT#:					012020					
748		05/21 AP		10/05/20	0135686	US BANK	10.00			11/05/20
						AMAZON.COM*MK8V09OQ0 AMZN				
						CLOROX H202 WIPES				
PROJECT#:					012020					
753		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	9.84			11/12/20



PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 404 FEMA										
404-1220-431.89-80 MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG continued										
GLOVES										
PROJECT#:		012020								
748		05/21 AP		10/01/20	0135686	US BANK	10.00			11/05/20
		AMAZON.COM*M46JU3U80				COLOROX H2O2 WIPES				
PROJECT#:		012020								
748		05/21 AP		09/30/20	0135686	US BANK	35.00			11/05/20
		IN *SENSOURCE				SAFESPACE APP				
PROJECT#:		012020								
748		05/21 AP		09/28/20	0135686	US BANK	37.98			11/05/20
		AMAZON.COM*M44HO3RP1				DISPOSABLE FACE MASKS				
PROJECT#:		012020								
801		05/21 AP		09/28/20	0000000	MENARDS-CEDAR FALLS	8.66			11/12/20
		COVID BARRIERS HARDWARE								
PROJECT#:		012020								
748		05/21 AP		09/23/20	0135686	US BANK	39.99			11/05/20
		AMZN MKTP US*M45SZ2DR1				NO-TOUCH THERMOMETER				
PROJECT#:		012020								
748		05/21 AP		09/22/20	0135686	US BANK		75.00		11/05/20
		WIPES.COM				REFUND ON WIPE DISPENSERS				
PROJECT#:		012020								
						ACCOUNT TOTAL	389.19	78.50	310.69	
						FUND TOTAL	389.19	78.50	310.69	
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										
779		05/21 AP		10/26/20	0000000	SNYDER & ASSOCIATES, INC.	2,525.00			11/12/20
		3189-INDUSTRIAL PARK EXP.				SERVICES THRU 09/30/20				
PROJECT#:		023189								
779		05/21 AP		09/21/20	0000000	SNYDER & ASSOCIATES, INC.	9,360.00			11/12/20
		3189-INDUSTRIAL PARK EXP.				SERVICES THRU 08/31/20				
PROJECT#:		023189								
						ACCOUNT TOTAL	11,885.00	.00	11,885.00	
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD										
779		05/21 AP		10/26/20	0000000	SNYDER & ASSOCIATES, INC.	11,724.00			11/12/20
		3212-WEST VIKING RD RECON				SERVICES THRU 09/30/20				
PROJECT#:		023212								
779		05/21 AP		09/25/20	0000000	SNYDER & ASSOCIATES, INC.	14,697.23			11/12/20
		3212-WEST VIKING RD RECON				SERVICES THRU 08/31/20				
PROJECT#:		023212								

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 430 2004 TIF BOND											
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD											
							continued				
ACCOUNT TOTAL							26,421.23	.00	26,421.23		
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE											
779		05/21 AP		11/04/20	0000000	CUNNINGHAM CONSTRUCTION CO.,	100,319.35			11/12/20	
3180-DOWNTOWN STREETScape											
PROJECT#: 023180											
779		05/21 AP		10/29/20	0000000	SNYDER & ASSOCIATES, INC.	37,032.80			11/12/20	
3242-DWNTWN STREETS SCP II SERVICES THRU 09/30/20											
PROJECT#: 023242											
ACCOUNT TOTAL							137,352.15	.00	137,352.15		
FUND TOTAL							175,658.38	.00	175,658.38		
FUND 431 2014 BOND											
FUND 432 2003 BOND											
FUND 433 2001 TIF											
FUND 434 2000 BOND											
FUND 435 1999 TIF											
FUND 436 2012 BOND											
436-1220-431.98-60 CAPITAL PROJECTS / DAM SAFETY IMPROVEMENTS											
774		05/21 AP		11/03/20	0000000	RIVERWISE ENGINEERING, LLC	4,000.00			11/12/20	
3088-CDR.RV.LOW HEAD DAM											
PROJECT#: 023088											
ACCOUNT TOTAL							4,000.00	.00	4,000.00		
436-1220-431.98-62 CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE											
779		05/21 AP		11/09/20	0000000	BENTON'S SAND & GRAVEL, INC.	21,895.13			11/12/20	
3146-CLAY ST. PARK DRAIN.											
PROJECT#: 023146											
ACCOUNT TOTAL							21,895.13	.00	21,895.13		
FUND TOTAL							25,895.13	.00	25,895.13		
FUND 437 2018 BOND											

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 438 2020 BOND FUND										
438-1220-431.95-27 BOND FUND PROJECTS / UNION ROAD TRAIL										
	779	05/21 AP		10/26/20	0000000	SNYDER & ASSOCIATES, INC.	12,132.57			11/12/20
					3217-UNION ROAD TRAIL	SERVICES THRU 09/30/20				
					PROJECT#: 023217					
					ACCOUNT TOTAL		12,132.57	0.00	12,132.57	
438-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR										
	779	05/21 AP		10/16/20	0000000	SNYDER & ASSOCIATES, INC.	870.00			11/12/20
					3218-SLOPE STABILIZATION	SERVICES THRU 09/30/20				
					PROJECT#: 023218					
	779	05/21 AP		09/25/20	0000000	SNYDER & ASSOCIATES, INC.	800.00			11/12/20
					3218-SLOPE STABILIZATION	SERVICES THRU 08/31/20				
					PROJECT#: 023218					
					ACCOUNT TOTAL		1,670.00	0.00	1,670.00	
					FUND TOTAL		13,802.57	0.00	13,802.57	
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-80 CAPITAL PROJECTS / BIG WOODS CAMPGROUND										
	801	05/21 AP		11/02/20	0000000	MENARDS-CEDAR FALLS	33.52			11/12/20
						BREAKERS CAMP GROUND				
	720	05/21 AP		10/13/20	0000000	BENTON'S READY MIX CONCRETE,	1,210.00			11/12/20
						PATIO CONCRETE REPLACEMENT EAST LAKE				
					ACCOUNT TOTAL		1,243.52	0.00	1,243.52	
					FUND TOTAL		1,243.52	0.00	1,243.52	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-16 MISCELLANEOUS SERVICES / ECON DEVEL MARKETING										
	753	05/21 AP		10/30/20	0000000	BRAND ACCELERATION INC	4,500.00			11/12/20
						3246-ECON.DEVELOP.MKTG. FINAL				
					PROJECT#: 023246					
					ACCOUNT TOTAL		4,500.00	0.00	4,500.00	
					FUND TOTAL		4,500.00	0.00	4,500.00	

GROUP	PO	ACCTG	---TRANSACTION---			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND								
FUND 541 2018 STORM WATER BONDS								
FUND 544 2008 SEWER BONDS								
FUND 545 2006 SEWER BONDS								
FUND 546 SEWER IMPROVEMENT FUND								
FUND 547 SEWER RESERVE FUND								
FUND 548 1997 SEWER BOND FUND								
FUND 549 1992 SEWER BOND FUND								
FUND 550 2000 SEWER BOND FUND								
FUND 551 REFUSE FUND								
551-6675-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
	754	05/21	AP	10/12/20	0000000	24.10		11/12/20
	754	05/21	AP	10/12/20	0000000	100.72		11/12/20
ACCOUNT TOTAL						124.82	.00	124.82
551-6685-426.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY								
	800	05/21	AP	11/02/20	0000000	873.00		11/12/20
ACCOUNT TOTAL						873.00	.00	873.00
551-6685-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
	801	05/21	AP	11/05/20	0000000	413.22		11/12/20
ACCOUNT TOTAL						413.22	.00	413.22
551-6685-436.72-16 OPERATING SUPPLIES / TOOLS								
	720	05/21	AP	10/27/20	0000000	74.99		11/12/20
ACCOUNT TOTAL						74.99	.00	74.99
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS								
	754	05/21	AP	10/29/20	0000000	60.14		11/12/20
	720	05/21	AP	10/28/20	0000000		60.14	11/12/20
	720	05/21	AP	10/15/20	0000000	49.68		11/12/20
ACCOUNT TOTAL						109.82	60.14	49.68

PREPARED 11/12/2020, 11:23:41  
PROGRAM GM360L  
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 37  
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
						SAFETY SHOES-L CONRAD P.O. 56528				
						ACCOUNT TOTAL	160.00	.00	160.00	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
754		05/21 AP		11/03/20	0000000	C & C WELDING & SANDBLASTING	45.00			11/12/20
						STENCIL FOR TRANSFER				
754		05/21 AP		11/02/20	0000000	O'DONNELL ACE HARDWARE	5.69			11/12/20
						MIXER FOR PAINT				
754		05/21 AP		10/31/20	0000000	O'DONNELL ACE HARDWARE	6.90			11/12/20
						NUTS,BOLTS-TRANS.STATION				
754		05/21 AP		10/26/20	0000000	MENARDS-CEDAR FALLS	25.21			11/12/20
						STENCILS FOR PIT WALL AND BATTERIES				
						ACCOUNT TOTAL	82.80	.00	82.80	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
720		05/21 AP		10/27/20	0000000	OUTDOOR & MORE	549.00			11/12/20
						SNOW BLOWER-TRANS.STATION				
						ACCOUNT TOTAL	549.00	.00	549.00	
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.										
801		05/21 AP		11/02/20	0000000	MENARDS-CEDAR FALLS	149.98			11/12/20
						NON SLIP PAINT FOR TRANSFER STATION				
720		05/21 AP		10/14/20	0000000	MENARDS-WATERLOO	12.26			11/12/20
						ADHESIVE,TROWEL,BIT TRANS.STA.FLOOR PROJECT				
						ACCOUNT TOTAL	162.24	.00	162.24	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
801		05/21 AP		11/06/20	0000000	WEIKERT IRON AND METAL	2,485.00			11/12/20
						APPLIANCE RECYCLING				
754		05/21 AP		10/30/20	0000000	MIDWEST ELECTRONIC RECOVERY	1,307.75			11/12/20
						ELECTRONIC RECYCLING				
754		05/21 AP		10/24/20	0000000	LIBERTY TIRE RECYCLING, LLC	1,117.26			11/12/20
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	4,910.01	.00	4,910.01	
						FUND TOTAL	7,459.90	60.14	7,399.76	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
						SAFETY SHOES-J TIMMERMAN P.O. 56536				
ACCOUNT TOTAL							160.00	.00	160.00	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
801		05/21 AP		10/30/20	0000000	BENTON'S READY MIX CONCRETE, VERA WAY	370.00			11/12/20
720		05/21 AP		10/23/20	0000000	BENTON'S READY MIX CONCRETE, REPAIR-13TH & TREMONT	163.00			11/12/20
ACCOUNT TOTAL							533.00	.00	533.00	
552-6655-436.73-27 OTHER SUPPLIES / IOWA ONE CALL										
720		05/21 AP		10/16/20	0000000	IOWA ONE CALL	467.10			11/12/20
						IOWA ONE CALL SEPT'20				
ACCOUNT TOTAL							467.10	.00	467.10	
552-6655-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
799		05/21 AP		10/26/20	0000000	ARIES INDUSTRIES INC. CAMERA REPAIR	266.20			11/12/20
ACCOUNT TOTAL							266.20	.00	266.20	
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY COPY PAPER	3.57			11/12/20
ACCOUNT TOTAL							3.57	.00	3.57	
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS										
720		05/21 AP		10/22/20	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS WATER REC	77.47			11/12/20
720		05/21 AP		10/15/20	0000000	SERVICEWEAR APPAREL, INC. UNIFORMS WATER REC	242.40			11/12/20
ACCOUNT TOTAL							319.87	.00	319.87	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
799		05/21 AP		11/05/20	0000000	MIDLAND SCIENTIFIC, INC. LAB SUPPLIES	184.24			11/12/20
ACCOUNT TOTAL							184.24	.00	184.24	



GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
799		05/21 AP		11/06/20	0000000	CINTAS FIRST AID & SAFETY	40.36			11/12/20
		RESTOCK 1ST AID CABINET								
753		05/21 AP		11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
		SAFETY SHOES-L PARMER P.O. 56546								
799		05/21 AP		10/30/20	0000000	CAMPBELL SUPPLY WATERLOO GLOVES	271.80			11/12/20
ACCOUNT TOTAL							472.16	.00		472.16
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
799		05/21 AP		11/04/20	0000000	O'DONNELL ACE HARDWARE	43.68			11/12/20
		SAW BLADES								
799		05/21 AP		10/28/20	0000000	CAMPBELL SUPPLY WATERLOO GLOVES	110.28			11/12/20
799		05/21 AP		10/26/20	0000000	CRESCENT ELECTRIC	163.59			11/12/20
		LEDS/HEATING ELEMENT								
799		05/21 AP		10/26/20	0000000	CRESCENT ELECTRIC	94.74			11/12/20
		MANUAL STARTER								
799		05/21 AP		10/26/20	0000000	FERGUSON ENTERPRISES, INC.	28.14			11/12/20
		CONDUIT								
799		05/21 AP		10/22/20	0000000	ELECTRICAL ENGINEERING & EQUI	90.73			11/12/20
		STARTER SWITCH								
747		05/21 AP		10/15/20	0135686	US BANK	115.14			11/05/20
		MENARDS CEDAR FALLS IA TARP AND CLEANERS								
799		05/21 AP		09/17/20	0000000	ARNOLD MOTOR SUPPLY	66.54			11/12/20
		V BELTS								
799		05/21 AP		09/16/20	0000000	ARNOLD MOTOR SUPPLY		60.89		11/12/20
		CREDIT-RETURN BELT RACK								
ACCOUNT TOTAL							712.84	60.89		651.95
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
799		05/21 AP		10/29/20	0000000	O'DONNELL ACE HARDWARE	18.68			11/12/20
		CABLE/LAMP								
ACCOUNT TOTAL							18.68	.00		18.68
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.										
799		05/21 AP		10/29/20	0000000	GEISLER BROTHERS CO.	743.25			11/12/20
		LIFT STATION SERVICE								
ACCOUNT TOTAL							743.25	.00		743.25
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
799		05/21 AP		11/02/20	0000000	CITY LAUNDERING CO.	38.75			11/12/20

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 552 SEWER RENTAL FUND											
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS RUGS											
							continued				
ACCOUNT TOTAL							38.75	.00	38.75		
FUND TOTAL							3,919.66	60.89	3,858.77		
FUND 553 2004 SEWER BOND											
FUND 555 STORM WATER UTILITY											
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
774		05/21 AP		10/29/20	0000000	STOREY KENWORTHY	.47			11/12/20	
POST-ITS, LEGAL PADS											
774		05/21 AP		10/29/20	0000000	STOREY KENWORTHY	3.73			11/12/20	
11X17 PAPER											
774		05/21 AP		10/15/20	0000000	STOREY KENWORTHY	3.57			11/12/20	
COPY PAPER											
774		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	.42			11/12/20	
SHARPIES											
779		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	.53			11/12/20	
BATTERIES											
779		05/21 AP		10/05/20	0000000	STOREY KENWORTHY	3.57			11/12/20	
COPY PAPER											
ACCOUNT TOTAL							12.29	.00	12.29		
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS											
779		05/21 AP		11/02/20	0000000	ROBINSON ENGINEERING COMPANY	3,721.34			11/12/20	
3232-BLACK HAWK SUBWTRSHD ASSESSMENT-THRU 10/31/20											
PROJECT#: 023232											
ACCOUNT TOTAL							3,721.34	.00	3,721.34		
FUND TOTAL							3,733.63	.00	3,733.63		
FUND 570 SEWER ASSESSMENT											
FUND 606 DATA PROCESSING FUND											
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
753		05/21 AP		10/12/20	0000000	STOREY KENWORTHY	3.57			11/12/20	
COPY PAPER											
753		05/21 AP		10/01/20	0000000	STOREY KENWORTHY	459.48			11/12/20	
BLUE BAR,PENS,NOTEBOOKS											
ACCOUNT TOTAL							463.05	.00	463.05		

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 606 DATA PROCESSING FUND											
606-1078-441.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES											
747		05/21 AP		10/19/20	0135686	US BANK	20.98			11/05/20	
		AMZN MKTP		10/16/20	0135686	IPHONE SE CASE					
747		05/21 AP		10/16/20	0135686	US BANK	8.98			11/05/20	
		AMZN MKTP		10/14/20	0135686	SPARE BLADES-CRIMPER TOOL					
747		05/21 AP		10/14/20	0135686	US BANK	107.88			11/05/20	
		AMZN MKTP		10/12/20	0135686	ERGONOMIC MICE					
747		05/21 AP		10/12/20	0135686	US BANK	126.67			11/05/20	
		AMZN MKTP		10/12/20	0135686	ADAPTERS,FLASH DRIVES					
747		05/21 AP		10/12/20	0135686	US BANK	112.91			11/05/20	
		AMZN MKTP		10/09/20	0135686	CONNECTORS,JACKS,CRIMPER					
747		05/21 AP		10/09/20	0135686	US BANK	32.03			11/05/20	
		MENARDS CEDAR FALLS IA		10/09/20	0135686	HARDWARE FOR CAMERA MOUNT					
747		05/21 AP		10/09/20	0135686	US BANK	7.78			11/05/20	
		MENARDS CEDAR FALLS IA		10/08/20	0135686	HARDWARE FOR CAMERA MOUNT					
747		05/21 AP		10/08/20	0135686	US BANK	99.00			11/05/20	
		STK*BIGSTOCKPHOTO.COM				ONLINE IMAGE SUBSCRIPTION					
		ACCOUNT TOTAL						516.23	.00	516.23	
606-1078-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
747		05/21 AP		10/15/20	0135686	US BANK	159.99			11/05/20	
		AMZN MKTP		10/07/20	0135686	LAPTOP DOCKING STATION					
747		05/21 AP		10/07/20	0135686	US BANK	299.99			11/05/20	
		AMAZON.COM*MK0D02PS2		10/05/20	0135686	UPS BATTERIES-SERVER ROOM					
747		05/21 AP		10/05/20	0135686	US BANK	740.61			11/05/20	
		AMAZON.COM*MK5IF1Z80 AMZN				UPS BATTERIES-SERVER ROOM					
		ACCOUNT TOTAL						1,200.59	.00	1,200.59	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT											
753		05/21 AP		10/20/20	0000000	INTECONNEX	2,147.14			11/12/20	
		DOWNTOWN CAMERA 3RD/MAIN		10/16/20	0135686	US BANK					
747		05/21 AP		10/16/20	0135686	US BANK	21.07			11/05/20	
		AMZN MKTP				SD CARD READERS-INVENTORY					
		ACCOUNT TOTAL						2,168.21	.00	2,168.21	
		FUND TOTAL						4,348.08	.00	4,348.08	

FUND 680 HEALTH INSURANCE FUND

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
	801			05/21 AP 10/22/20	0000000	AIRGAS USA, LLC	16.96			11/12/20
						WELDING GAS				
						ACCOUNT TOTAL	16.96	.00	16.96	
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS										
	720			05/21 AP 10/22/20	0000000	SERVICEWEAR APPAREL, INC.	44.46			11/12/20
						UNIFORMS VEHICLE MAINT				
	720			05/21 AP 10/15/20	0000000	SERVICEWEAR APPAREL, INC.	432.95			11/12/20
						UNIFORMS VEHICLE MAINT				
						ACCOUNT TOTAL	477.41	.00	477.41	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
	753			05/21 AP 11/04/20	0000000	THOMPSON SHOES	127.50			11/12/20
						SAFETY SHOES-A LEE				P.O. 56543
	753			05/21 AP 11/04/20	0000000	THOMPSON SHOES	160.00			11/12/20
						SAFETY SHOES-B YEARLING				P.O. 56544
						ACCOUNT TOTAL	287.50	.00	287.50	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
	754			05/21 AP 10/28/20	0000000	ECHO GROUP, INC.	16.94			11/12/20
						WELDING PLUG				
	754			05/21 AP 10/28/20	0000000	LAWSON PRODUCTS, INC.	205.03			11/12/20
						MISC GRINDING SUPPLIES				
	754			05/21 AP 10/23/20	0000000	LAWSON PRODUCTS, INC.	716.90			11/12/20
						MISC SHOP SUPPLIES				
	754			05/21 AP 10/21/20	0000000	LAWSON PRODUCTS, INC.	52.77			11/12/20
						ROTARY GRINDING DISCS				
	720			05/21 AP 10/19/20	0000000	AIRGAS USA, LLC	148.94			11/12/20
						WELDING WIRE				
	794			05/21 AP 10/09/20	0000000	TOYNE, INC.	529.07			11/12/20
						FD551 ADAPTERS				FROM NPT TO CF THREADS
						ACCOUNT TOTAL	1,669.65	.00	1,669.65	
685-6698-446.86-12 REPAIR & MAINTENANCE / TOWELS										
	801			05/21 AP 11/05/20	0000000	CITY LAUNDERING CO.	35.00			11/12/20
						SHOP TOWELS				
						ACCOUNT TOTAL	35.00	.00	35.00	

PREPARED 11/12/2020, 11:23:41  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 43  
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
801		05/21 AP		10/21/20	0000000	BEYER MOTORSPORTS LLC	121.56			11/12/20
801		05/21 AP		10/15/20	0000000	ALIGNMENT-2005 FORD #405 APPARATUS TESTING SERVICES, L ANNUAL PUMP TESTING ON FD501,502,503 AND 511	1,212.50			11/12/20
ACCOUNT TOTAL							1,334.06	.00	1,334.06	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
754		05/21 AP		10/26/20	0000000	PRECISE MRM LLC	500.00			11/12/20
ACCOUNT TOTAL							500.00	.00	500.00	
FUND TOTAL							4,320.58	.00	4,320.58	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
753		05/21 AP		10/22/20	0000000	INSURANCE / LIABILITY INSURANCE FRIEDEMANN GOLDBERG LLP LGL:J BALIK 9/4/20-9/18/20	110.00			11/12/20
ACCOUNT TOTAL							110.00	.00	110.00	
FUND TOTAL							110.00	.00	110.00	
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							714,553.04	10,168.74	704,384.30	