



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
TUESDAY, JULY 05, 2022
7:00 PM AT COMMUNITY CENTER, 528 MAIN STREET

Call to Order by the Mayor

Roll Call

Approval of Minutes

1. Regular meeting of June 20, 2022.

Agenda Revisions

Special Presentations

2. Proclamation recognizing July 11, 2022 as 1-133d Infantry Regiment - Ironman Battalion Day.

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

Special Order of Business

3. Public hearing on the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 3, 2022 and June 24, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.
4. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Olive Street Box Culvert Replacement Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published June 24, 2022)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the Olive Street Box Culvert Replacement Project.

Old Business

5. Pass Ordinance #3013, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of South Lawn Road, upon its second consideration.

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

6. Receive and file the City Council Standing Committee minutes of June 20, 2022 relative to the following item:
 - a) Council Meeting Rules of Order (Administrative Policy No. 7).
7. Receive and file Departmental Monthly Reports of May 2022.
8. Approve the following applications for beer permits and liquor licenses:
 - a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
 - b) Chuck E. Cheese's, 5911 University Avenue, Special Class C liquor - renewal.
 - c) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
 - d) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
 - e) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor - renewal.
 - f) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
 - g) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service – change in ownership.

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.)

9. Resolution directing the advertisement for sale of \$3,860,000 General Obligation Capital Loan Notes, Series 2022, and approving electronic bidding procedures and Official Statement.
10. Resolution levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 1106 West 9th Street.
11. Resolution levying a final assessment for costs incurred by the City to cleanup/remove debris from the property located at 315 West 11th Street.
12. Resolution approving and authorizing execution of a Service/Product Agreement with Port53 Technologies for security testing relative to the City's computer network.
13. Resolution approving and authorizing the expenditure of funds for the purchase of an electric mower for the Public Works Department.
14. Resolution receiving and filing the bids, and approving and accepting the low bid of Blacktop Service Company, in the amount of \$198,242.57, for the 2022 Seal Coat Project.
15. Resolution receiving and filing the bids, and approving and accepting the bid of Benton Sand & Gravel, Inc., in the amount of \$129,978.35, being the only bid received for the 2022 University Avenue Bio Cells Project.
16. Resolution receiving and filing the bids, and approving and accepting the bid of Kirk Gross Company, in the amount of 378,647.51, being the only bid received for furniture relative to the City Hall Remodel Project.
17. Resolution approving and authorizing execution of a Financial Assistance Award with the United States Department of Commerce, Economic Development Administration (EDA) for American Rescue Plan Act funding relative to the Cedar River Recreational Improvements Project.
18. Resolution approving and authorizing execution of a Service/Product Agreement with Iowa Northland Regional Council of Governments (INRCOG) for administration of a United States Department of

Commerce, Economic Development Administration (EDA) grant relative to the Cedar River Recreational Improvements Project.

- [19.](#) Resolution approving and authorizing execution of four Purchase Offers relative to the Voluntary Property Acquisition Program, in conjunction with the Northern Cedar Falls Flood Buyout Program.
- [20.](#) Resolution setting July 18, 2022 as the date of public hearing on the proposed rezoning from R-1, Residence District to A-1, Agricultural District of property located at 2209 North Union Road.
- [21.](#) Resolution setting July 18, 2022 as the date of public hearing on the Status of Funded Activities for the State Award of Community Development Block Grant (CDBG-CV2) funding relative to the CARES Act.

Allow Bills and Claims

- [22.](#) Allow Bills and Claims for July 5, 2022.

City Council Referrals

City Council Updates

Staff Updates

Adjournment

**COMMUNITY CENTER
CEDAR FALLS, IOWA, JUNE 20, 2022
REGULAR MEETING, CITY COUNCIL
MAYOR ROBERT M. GREEN PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:18 P.M. on the above date. Members present: Schultz, deBuhr, Kruse, Harding, Ganfield (via video conference), Sires, Dunn. Absent: None.

- 53855 - It was moved by Kruse and seconded by deBuhr that the minutes of the Regular Meeting of June 6, 2022 be approved as presented and ordered of record. Motion carried unanimously.
- 53856 - Rosemary Beach, 5018 Sage Road, welcomed everyone to attend Sturgis Falls.
- 53857 - Mayor Green announced that in accordance with the public notice of June 10, 2022, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2022 Seal Coat Project. It was then moved by Harding and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53858 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.
- 53859 - It was moved by Kruse and seconded by Harding that Resolution #22,816, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 Seal Coat Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion Carried. The Mayor then declared Resolution #22,816 duly passed and adopted.
- 53860 - Mayor Green announced that in accordance with the public notice of June 10, 2022, this was the time and place for a public hearing on proposed plans, specifications, form of contract & estimate of cost for the 2022 University Avenue Bio Cells Project. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 53861 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a brief summary of the proposed project. There being no one else present wishing

to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.

- 53862 - It was moved by Harding and seconded by Kruse that Resolution #22,817, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2022 University Avenue Bio Cells Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion Carried. The Mayor then declared Resolution #22,817 duly passed and adopted.
- 53863 - It was moved by Kruse and seconded by Harding that Ordinance #3012, amending Chapter 24, Utilities, of the Code of Ordinances, relative to storm water rates, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Dunn, Schultz, deBuhr. Nay: Sires. Motion carried.
- 53864 - It was moved by Kruse and seconded by Harding that the following items on the Consent Calendar be received, filed and approved:

Receive and file the City Council Standing Committee minutes of June 6, 2022 relative to the following items:

- a) City Council Training Update.
- b) Grow Cedar Valley Update.
- c) FY2023 Cash Management Report.

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

- a) Melissa Heston, Housing Commission.
- b) Susan Langan, Human Rights Commission.

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

- a) Craig Fairbanks, Housing Commission, term ends 12/31/2022.
- b) Peggy Larson, Housing Commission, term ends 12/31/2023.
- c) David Kivett, Human Rights Commission, term ends 07/01/25.
- d) Sonja Bock, Human Rights Commission, term ends 07/01/25.

Receive and file the Appointment Process for City Boards and Commissions (CFD 1201).

Receive and file the Cedar Falls Resilience Plan.

Receive, file and approve the FY2023 Cash Management Report.

Approve the following applications for cigarette/tobacco/nicotine/vapor permits:

- a) Great Wall China, 2125 College Street.
- b) Kwik Star #490, 7500 Nordic Drive.
- c) Kwik Star #726, 2019 College Street.

- d) Kwik Star #934, 4515 Coneflower Parkway.
- e) Tobacco Outlet Plus #561, 4116 University Avenue Suite 104-105.

Approve the following applications for beer permits and liquor licenses:

- a) Kwik Star, 2019 College Street, Class C beer & Class B wine - renewal.
- b) NewAldaya Lifescapes, 7511 University Avenue, Class A liquor & outdoor service - renewal.
- c) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C liquor - renewal.
- d) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C liquor - renewal.
- e) George's Local, 108 E. 4th Street, Class C liquor & outdoor service – renewal.
- f) Montage, 222-224 Main Street, Class C liquor & outdoor service – renewal.
- g) Starbeck's Smokehouse, 6607 University Ave, Class C liquor & outdoor service – renewal.
- h) The Other Place, 209 Main Street, Class C liquor - new.

Motion carried unanimously.

- 53865 - It was moved by deBuhr and seconded by Harding that the following resolutions be introduced and adopted:

Resolution #22,818, approving and authorizing execution of an Engagement Letter with Eide Bailly, LLP to perform the audit of the City's FY2022 financial statements and compliance with federal award programs.

Resolution #22,819, approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield relative to the City's FY2023 Employee Health Plan.

Resolution #22,820, approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY2023 Employee Health Plan.

Resolution #22,821, approving and authorizing execution of a Joinder Agreement for Group Term Life Insurance with National Insurance Services of Wisconsin Insurance Trust relative to Group Term Life Insurance & Accidental Death & Dismemberment (AD&D) Insurance.

Resolution #22,822, approving and authorizing execution of Amendment #3 to Joinder Agreement for Long Term Disability Insurance with National Insurance Services Trust.

Resolution #22,823, approving and authorizing execution of a Client Authorization to Bind Coverage with Arthur J. Gallagher Risk Management Services, Inc. relative to renewal of City's Public Entity Insurance for FY2023.

Resolution #22,824, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with L&M Transmission.

Resolution #22,825, approving and authorizing execution of an Agreement for Wrecker/Towing/Storage Service with Rasmussen Towing, Inc.

Resolution #22,826, approving and authorizing execution of two Lease Extensions relative to the use of 224 West Seerley Boulevard as artists' studio space, in conjunction with the Heart Center's Visiting Artist Program.

Resolution #22,827, approving and authorizing execution of a Cooperative Agreement for Use of Swimming Pools with the Cedar Falls Community School District.

Resolution #22,828, approving and authorizing execution of an Agreement in Support of the College Hill Partnership relative to an FY2023 Economic Development Grant.

Resolution #22,829, approving and authorizing execution of an Agreement to Support Economic Development Program of Cedar Falls Community Main Street relative to an FY2023 Economic Development Grant.

Resolution #22,830, approving and authorizing execution of an Agreement to Support Economic Development in the Cedar Valley with Grow Cedar Valley relative to an FY2023 Economic Development Grant.

Resolution #22,831, approving and authorizing execution of an FY2023 Facade Improvement Fund Agreement with Cedar Falls Community Main Street.

Resolution #22,832, approving and authorizing execution of a Repair Contract with Tojo Construction Inc. relative to a Community Development Block Grant (CDBG) and CARES Act (CDBG-CV1) Owner-Occupied Repair Project at 700 West Ridgeway Avenue, Lot 435.

Resolution #22,833, approving the final plat of West Viking Road Industrial Park Phase V.

Resolution #22,834, approving and authorizing execution of a Preconstruction Agreement for a Primary Road Project with the Iowa Department of Transportation (IDOT) relative to the Highway 58/Hudson Road Resurfacing Project.

Resolution #22,835, receiving and filing, and approving and accepting the bid of Owen Contracting, Inc., in the amount of \$1,540,597.85, being the only bid received for the Center Street Corridor Streetscape Project.

Resolution #22,836, approving and accepting the contract and bond of Owen Contracting, Inc. for the Center Street Corridor Streetscape Project.

Resolution #22,837, approving and authorizing execution of three Owner Purchase Agreements, and approving and accepting three Temporary Construction Easements, two Warranty Deeds and one Public Utility Easement, in conjunction with the Olive Street Box Culvert Replacement Project.

Resolution #22,838, receiving and filing, and setting July 5, 2022 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Olive Street Box Culvert Replacement Project.

Resolution #22,839, receiving and filing, and setting July 5, 2022 as the date of public hearing on the FY2023 (FFY2022) Annual Action Plan for Community Development Block Grant (CDBG) and HOME Consortium.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolutions #22,818 through #22,839 duly passed and adopted.

- 53866 - It was moved by deBuhr and seconded by Kruse that Resolution #22,840, approving the recommendation of the Mayor and City Administrator by appointing Craig Berte as the Director of Public Safety Services, be adopted. Following comments by Councilmembers Sires, Schultz and Ganfield, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Dunn, Schultz, deBuhr. Nay: Sires, Ganfield. Motion Carried. The Mayor then declared Resolution #22,840 duly passed and adopted.
- 53867 - It was moved by Dunn and seconded by Harding that Resolution #22,841, approving and adopting a job classification for the position of Diversity, Equity & Inclusion (DEI) Specialist in the Human Resources Department, be adopted. Following a question by Councilmember Harding, and responses by Finance & Business Operations Director Rodenbeck and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Sires, Dunn, Schultz, deBuhr. Nay: Ganfield. Motion Carried. The Mayor then declared Resolution #22,841 duly passed and adopted.
- 53868 - It was moved by Dunn and seconded by Harding that Resolution #22,842, in support of the College Hill Partnership's "Light Up College Hill" plan and grant application to Destination Iowa program of the State of Iowa, be adopted. Following comments and questions by Rosemary Beach, 5018 Sage Road, Chris Martin, College Hill Partnership Vice President, Councilmembers Dunn and deBuhr, and response by City Administrator Gaines, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion Carried. The Mayor then declared Resolution #22,842 duly passed and adopted.
- 53869 - It was moved by Harding and seconded by Dunn that a resolution, approving and adopting the Cedar Falls Resilience Plan, be adopted. Following comments and questions by Councilmembers Sires, Dunn, Harding, Schultz, deBuhr, Kruse, and Ganfield, and Mayor Green, and responses by City Administrator Gaines, it was moved by Ganfield and seconded by Schultz to postpone consideration until after goal setting. Following comments by Councilmembers Kruse, Sires and Ganfield, Councilmember Ganfield withdrew the motion. Following comments by Mayor Green, and supportive comments by Hannah Crisman, 820 West 12th Street, Maria Perez, 915 Bluff Street, and Carol Yates, 519 Chateau Court, the Mayor put the question on the motion and upon call of the roll, the following named

Councilmembers voted. Aye: Harding, Dunn. Nay: Kruse, Ganfield, Sires, Schultz, deBuhr. Motion Failed.

- 53870 - It was moved by Harding and seconded by Dunn that Resolution #22,843, setting July 5, 2022 as the date of public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to Planning and Zoning Commission review of site plans, be adopted. Following a comment by Councilmember deBuhr, it was moved by Kruse and seconded by Harding to amend the motion to change the date of the public hearing to July 18, 2022. Motion carried unanimously. The Mayor then put the question on the original motion as amended, and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion Carried. The Mayor then declared Resolution #22,843 duly passed and adopted.
- 53871 - It was moved by Kruse and seconded by deBuhr that Ordinance #3013, ordinance amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to prohibiting parking on portions of South Lawn Road, be passed upon its first consideration. City Engineer Wicke provided a brief summary of the proposed ordinance. Following a question by Councilmember Kruse and response by Wicke, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: Sires. Motion carried.
- 53872 - It was moved by Kruse and seconded by Harding that the bills and claims of June 20, 2022 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Kruse, Harding, Ganfield, Sires, Dunn, Schultz, deBuhr. Nay: None. Motion carried.
- 53873 - Mayor Green responded to a question from Councilmember Dunn regarding clarification on the process to receive and file, and reconsideration of an item in the future.
- Councilmember deBuhr recognized Boy Scouts from Troop #244 in attendance at the meeting.
- 53874 - Acting Police Chief Howard provided an update on fireworks education and zero tolerance enforcement.
- Mayor Green announced Sturgis Falls this weekend. He noted his absence July 5-14, 2022 and that Mayor Pro Tem Harding would be presiding over the July 5th City Council meeting.
- 53875 - It was moved by Kruse and seconded by Harding that the meeting be adjourned at 8:39 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



1-133d INFANTRY REGIMENT – IRONMAN BATTALION DAY

JULY 11, 2022

WHEREAS, the Iowa National Guard's 133d Infantry Regiment, a component of the 34th Infantry Division, has continuously operated in Northeast Iowa since July 11th, 1921; and

WHEREAS, the 1st Battalion of the 133d Infantry Regiment is proudly known as the Ironman Battalion, a distinction earned during World War II for a record 611 consecutive days in combat, and then re-affirmed during a nearly 22-month mobilization supporting Operation Iraqi Freedom from 2005 to 2007; and

WHEREAS, the National Guard's federal mission is to provide properly trained and equipped units for prompt mobilization for war, National emergency or as otherwise needed, and its state mission is to provide trained and disciplined forces for domestic emergencies or as otherwise provided by state law; and

WHEREAS, more than 550 Northeast Iowans have volunteered for service in the Iowa National Guard and drill monthly at readiness centers in Waterloo, Dubuque, Davenport, Oelwein, Iowa City, Iowa Falls, and Charles City; and

WHEREAS, the City of Cedar Falls is committed to maintaining a close relationship with our Iowa National Guard as well as to honoring our soldiers, their families, and veterans through the Home Base Iowa program and numerous other veterans care and support activities;

THEREFORE, I, Robert M. Green, Mayor of the City of Cedar Falls, do hereby designate July 11th, 2022 as **1-133d Infantry Regiment - Ironman Battalion Day** in Cedar Falls in recognition of the vital role played by the Ironman Battalion in our nation's defense, and I encourage residents to seek ways to support our Northeast Iowa National Guard soldiers and families as they answer their Nation's call in uniformed service in Iowa and across the globe.



Signed this 30th day of June, 2022.

Mayor Robert M. Green



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-268-5126
www.cedarfalls.com

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Michelle Pezley, Planner III
DATE: July 24, 2022
SUBJECT: Public Hearing and Adoption: Community Development Block Grant and HOME Consortium Annual Action Plan FY23 (FFY22)

The Community Development Department has developed FFY22 Annual Action Plan outlining the use of HUD's announcement that our CDBG entitlement grant is \$259,801 in federal fiscal year 2022. The plan allocates the funds in accordance with the adopted and HUD-approved 5-Year Consolidated Plan. The next step is the public hearing for the City Council to consider and adopt the Annual Action Plan.

Attached is the draft Annual Action Plan FY23 (Federal Fiscal Year 2022). A correction was made on page 20, which reflects that the City adopted the new downtown zoning code that allows accessory dwelling units for housing flexibility and affordability.

The adopted 5-Year Consolidated Plan guides the proposed uses, but there is flexibility based on changing conditions which is the purpose for an Annual Action Plan. The table below lists the 5-Year Consolidated Plan's estimate for activities and amounts. It shows the proposal for the Annual Action Plan next to it. We estimate \$64,000 in either carryover revenues from past plan years or reallocation of the plan year expenditures. This is for various reasons such as lower bid prices on a past project or service agencies not spending their allotted funds. This allows the FFY22 Annual Action Plan proposal to include a higher level of funding for the Neighborhood Accessibility Improvements. The City also received positive response from the landlords regarding the Rental Occupied Rehabilitation program.

Activity	5-Yr. Consolidated Plan Estimate	FFY22 AAP Proposal	Percentage
Maintain Existing Affordable Housing: Owner Occupied Rehabilitation	\$11,000	\$25,000	8%
Maintain Existing Affordable Housing: Renter Occupied Rehabilitation	\$0	\$75,000	23%

Preserve Existing Affordable Housing: Code Enforcement	\$10,000	\$0	0%
Prevent Homelessness Through Agency and Organizational Support (Service Agencies – capped at 15% of annual allocation)	\$37,960	\$38,970	12%
Neighborhood Infrastructure Improvements (i.e. Street, Sewer, Water)	\$51,000	\$0	0%
Provide Access to Transportation Services	\$30,000	\$0	0%
Neighborhood Accessibility Improvements (i.e Sidewalks, Trail, Curb Cuts)	\$0	\$112,871	35%
Neighborhood Recreational Amenities (i.e Parks, Playgrounds, Trees)	\$57,510	\$20,000	6%
Conduct Demolition and Clearance Activities	\$5,000	\$0	0%
CDBG Planning and Administration (capped at 20% of annual allocation)	\$50,615	\$51,960	16%
FFY21 Total (including carryover/reallocation)		\$465,167	100%

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.

The FFY22 Annual Action Plan was considered at the Housing Commission's June 14th meeting. The Housing Commission recommends approval. The Annual Action Plan as been available for public review from June 3, 2022 to July 5, 2022. This meets HUD's 30-day public comment period requirement. The Community Development Department recommends holding a public hearing and adopting the Annual Action Plan (FFY22) on July 5th.

Please contact me with any questions. Thank you.

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



PRELIMINARY DRAFT FOR REVIEW (JUNE 15, 2022)

**CITY OF CEDAR FALLS, IOWA
CDBG ENTITLEMENT PROGRAM
FEDERAL FISCAL YEAR 2022 (CITY FISCAL YEAR 2023) ANNUAL ACTION PLAN**

COMMENT PERIOD PUBLICATION (30-day public comment period, per Citizen Participation Plan):
Waterloo-Cedar Falls Courier; June 3rd, 2022

June 3rd, 2022 (Opened the 30-day public comment period)
July 5th, 2022 (Closed the 30-day public comment period)

HOUSING COMMISSION: Public Meeting and Public Hearing on June 14th, 2022 (Recommendation to City Council)
Waterloo-Cedar Falls Courier; June 3rd, 2022

CITY COUNCIL PUBLIC MEETINGS AND HEARING ON:
June 20th, 2022 (Council sets public hearing for July 5th, 2022)
July 5th, 2022 (Adoption) (After a properly noticed public hearing was conducted)
Publication: Waterloo-Cedar Falls Courier; (June 24th, 2022)

AP-05 Executive Summary - 91.220(b)

During Federal Fiscal Year 2022, the City of Cedar Falls intends to complete six (6) activities or programs: Owner-occupied rehabilitation and repair, benefitting two units, Renter-occupied rehabilitation and repair, benefitting three units; agency and organizational support, helping approximately 4,000 persons, of which 40 are homeless; improving neighborhood accessibility, particularly benefitting 1,000 low-and-moderate income persons through an LMI sidewalk infill program; tree replacement program benefitting LMI neighborhoods, and overall program planning and administration. These proposed activities focus on implementing the following excerpted, relevant, Cedar Falls 2019-2023 Consolidated Plan goals and objectives.

Housing

- (1) To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers; increasing the supply of supportive housing for those with special needs; and transitioning homeless persons and families into housing.

Action 1.2. Maintain existing affordable housing through continuation of housing rehabilitation, repair, deposit assistance, and code enforcement programs, all of which will endeavor to preserve housing quality standards.

Neighborhood and Community

- (2) To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and-moderate income households throughout the city, increased housing opportunities, and reinvestment in deteriorating neighborhoods.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to and among low-and-moderate income areas of the community.

Action 2.2. Provide recreational and healthy lifestyle improvements to parks, recreational areas, and playgrounds in low-and-moderate income areas that may be owned by the city or other public agencies.

Public Services

- (3) To provide services, such as rent assistance and through contracted agencies: healthcare, mental health, substance abuse, financial counseling, nutrition, and other services that allow residents to reach their greatest level of self-sufficiency.

Action 3.1. Provide funding support to agencies, other than those cited above, that may offer services that will prevent homelessness or protect households that are near-homeless.

Action 3.2. Maintain the current Section 8/Housing Choice Voucher Program that is being administered by the City.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Economic Development

- (4) To expand economic opportunities through increased opportunities for living wage employment, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

Action 1.6. Continue to provide community planning and program administration services for the benefit of all residents of the community.

Action 2.1. Encourage neighborhood development and redevelopment in the city by improving and extending infrastructure and pedestrian access to low-and-moderate income areas of the community.

Evaluation of past performance

The City has been working diligently during the past five years to plan and implement CDBG programs that are attainable and designed to help the largest number of residents in a cost-effective manner. Specifically, the community has rehabilitated or repaired a number of owner-occupied housing units for low-and-moderate income households. Further, the City has funded several agencies, which provide services to income-qualified Cedar Falls households on an annual basis. Finally, the community has partially financed infrastructure or capital projects, specifically sanitary sewer lining and sidewalk infill for neighborhood sidewalk connectivity, which serve its low-and-moderate income census tracts.

With all this stated, the COVID-19 pandemic again had a major impact on the City's ability to offer continuity of services under the CDBG programs during the past year or so. Most notably, the Coronavirus has slowed our ability to serve the community, specifically under the housing rehabilitation and repair programs. Second, construction contractor availability, or lack thereof, continues to be a challenge for these same two programs. Lastly, the availability and price of construction materials for the proposed work, under all of the City's programs continues to be a factor affecting project completion.

As an update on the three subsequent CDBG funding awards resulting from the pandemic, one of which was from the State of Iowa's Economic Development Authority and the others were awarded directly by HUD, the City continues to implement its approved plans, programs, and draw funds. As a reminder, these additional awards were all through the Coronavirus Aid, Relief, and Economic Security (CARES) legislation that passed in late March 2020. Specifically, the intent of this legislation was to prevent, prepare for, or respond to the Coronavirus. As indicated in this plan, most of the additional funds were awarded to agencies, non-profit organizations, educational institutions, and service providers that either served in frontline capacities or roles and/or that were overwhelmed by the impacts of the COVID-19 pandemic on their agencies, inventories and finances, and clients.

Citizen participation

Citizen participation in the planning process of this Annual Action Plan took three forms: public meetings, public hearings, and informal comments garnered as a result of document availability. The participation process was governed by the City's Participation Plan, as amended. The Cedar Falls Housing Commission held a public meeting and public hearing on June 14th, 2022, which was posted and published according to City's Citizen Participation Plan and State law. Notice for the meetings was published on June 3rd, 2022 and June 24th, 2022, in the Waterloo-Cedar Falls Courier. A legal notice, the purpose and subject of which was published on June 3rd, 2022, in the Waterloo-Cedar Falls Courier, offered a 30-day public comment period between June 4th, 2022, and July 5th, 2022. The City Council also held a properly noticed public hearing within the framework of a public meeting on July 5th, 2022. Notice for said City Council hearing was published in the Waterloo-Cedar Falls Courier on June 24th, 2022. Copies of the draft Annual Action Plan were available at the Community Development Department and City Clerk's Offices, as well as on the City's website at www.cedarfalls.com.

Summary of comments received and denied

No public comments were received, and as a result, no citizen suggestions were denied.

PR-05 Lead & Responsible Agencies - 91.220(b)

The following are the agencies/entities responsible for preparing the Annual Action Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Cedar Falls	Department of Community Development

Narrative

The City of Cedar Falls administers its own CDBG activities, through the assistance of the Iowa Northland Regional Council of Governments (INRCOG). The City will carry out the activities described in the Consolidated Plan and Annual Action Plan using their CDBG Entitlement resources. During this past year, the staff and its administrative contractor also spent much of its time and effort, related to the CDBG program, focusing on the COVID-19 (Coronavirus) pandemic, which had a worldwide effect on human health, interaction, and economies.

Public Contact Information

City of Cedar Falls

Department of Community Development
Planning and Community Services Division
220 Clay Street
Cedar Falls, Iowa 50613
Contact: Planning and Community Services Manager
Telephone: (319) 273-8600
Website: <http://www.cedarfalls.com>

AP-10 Consultation - 91.220(b)

1. Introduction

Agency and organizational consultation regarding this plan were fostered through the public participation process defined in this, and the following, sections.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

As a result of two factors: annual Agency public service programs financially support by CDBG Entitlement funds and additional funds originating from the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which primarily were awarded to service agencies and organizations responding to the COVID-19 pandemic, the City has had several meetings, contacts (emails), and discussions with numerous agencies and organizations that are providing assistance to Cedar Falls residents, most of which is being provided in an attempt serve those in need including mitigating the impact of the pandemic. Interestingly enough, as the pandemic stretched into a second year, many of the these "meetings" were held electronically/virtually to help minimize the spread of the COVID-19 pandemic. In total, the City awarded funding to five agencies through their annual Entitlement funding and to seven agencies and three schools through its supplemental CARES Act funding.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Contact was made with the CoC, which is governed by the Black Hawk County Local Homeless Coordinating Board, through its various members' agencies during this past year. As noted above, much of the contact had to be made electronically/virtually due to social distancing guidelines.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Cedar Falls is not a recipient of ESG funds.

2. Agencies, groups, and organizations who participated in process and consultations.

- Salvation Army (sheltering of homeless persons, including parents and children; meal site)
- Northeast Iowa Food Bank (food assistance)
- East Side Ministerial Alliance (rent and mortgage assistance; eviction and foreclosure prevention)
- Pathways Behavioral Services (mental health; substance abuse; counseling)
- Exceptional Persons, Incorporated (rent and mortgage assistance; eviction and foreclosure prevention; work activity assistance for persons with disabilities)
- Jesse Cosby Center (financial management; debt assistance)
- EMBARC (immigration assistance; student assistance; language assistance; Burmese population)
- Cedar Falls Community School District (assistance for K-12 children)
- Valley Lutheran School (assistance for K-12 children)
- St. Patrick's Catholic School (assistance for K-8 children)
- Operation Threshold (rent and mortgage assistance; eviction and foreclosure prevention; housing repair, rehabilitation, and weatherization; utility assistance; public assistance (i.e. WIC, LIHEAP, SNAP))

3. Identify agency types not consulted and provide rationale for not consulting.

- Public health (time constraints, COVID-19 pandemic)
- Childcare (time constraints, COVID-19 pandemic)
- Healthcare (time constraints, COVID-19 pandemic)
- Transportation (time constraints, COVID-19 pandemic)

The entities noted in this element were dramatically impacted by the COVID-19 (Coronavirus) pandemic and thus were not consulted.

4. Other local/regional/state/federal planning efforts considered when preparing the Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Black Hawk County Local Homeless Coordinating Board (LHCB)	The LHCB composition was reviewed to better understand the homeless housing and social service needs in developing the Plan.
City of Cedar Falls Comprehensive Plan	City of Cedar Falls	Strategic Plan goals are more specific, but consistent with the Comprehensive Plan.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
2019-2023 Consolidated Plan	Cities of Cedar Falls and Waterloo	Plan goals are updates and improvements to current Consolidated Plan goals
City of Cedar Falls Capital Improvements Program	City of Cedar Falls	Strategic Plan goals are consistent with those in the CIP, which defines specific projects that may be considered by the city under this Plan
Comprehensive Economic Development Strategy (2022 Draft)	Iowa Northland Regional Economic Development Commission	Strategic Plan goal are consistent and specific to Cedar Falls. CEDS goals are general and defined for a 6-county region, focusing more closely on economic development, private investment, development, and job creation.
Metropolitan Planning Organization Long Range Transportation Plan	Metropolitan Planning Organization of Black Hawk County	Strategic Plan goals are specific to Cedar Falls, while LRTP goals are intended to address transportation in several jurisdictions. The city will need to take LRTP goals into consideration when developing areas within the community, as well as developing transit services
Metropolitan Planning Organization Pedestrian Master Plan	Metropolitan Planning Organization of Black Hawk County	The city is intending to address several of the Pedestrian Plan goals, most notably those associated with healthy lifestyles, recreation, access and accessibility, and non-motorized transportation modes (sidewalk, trails, etc.)
Black Hawk County Multi-Jurisdictional Hazard Mitigation Plan	Black Hawk County Emergency Management Commission; City of Cedar Falls	The Strategic Plan will seek to direct housing-related development and redevelopment away from natural hazards (i.e. floodplains, steep slopes, poor soils), protect personal health, and enhance safety, as is possible. These are consistent with the MJ HMP
City of Cedar Falls Citizen Participation Plan	City of Cedar Falls	The Strategic Plan will be developed and implemented in a manner that is consistent with the current Citizen Participation Plan.

Table. Other local / regional / federal planning efforts

AP-12 Participation - 91.220(b)

A 30-day comment period legal notice, as allowed by US Department of Housing and Urban Development (HUD) waiver, was advertised on June 3rd, 2022, in the Waterloo-Cedar Falls Courier. The comment period was defined in the notice, stating that the public could review and comment on the draft plan between June 4th, 2022, and July 5th, 2022. The Commission held specific public comment opportunities on its agenda relative to the draft plans during a public meeting and public hearing on June 14th, and the meeting was legally posted per City policy and placed on the City's website. The Housing Commission's public hearing was published on June 3rd, 2022 in the Waterloo-Cedar Falls Courier. City Administration reviewed the draft document prior to presentation of the initial drafts to the Housing Commission and final draft before the City Council. A public draft was also on-file with the City Clerk and advertised as such. Further, the Spring 2022 edition of the City's newsletter (Currents), which is directly mailed to each resident, included an article about the plan. Also, public input was formally considered through conduct of a City Council public hearing on July 5th, 2022, which was legally advertised in the Waterloo Courier on June 24th, 2022. **No comments were received from the public.**

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

The City of Cedar Falls anticipates receiving an allocation of \$259,801 in Community Development Block Grant funding and approximately \$1.3M in Housing Choice Voucher funding for Federal Fiscal Year 2022. 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 4				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, Public Service Improvements, Neighborhood Access, Planning and Administration	\$259,801	\$0	\$64,000 (Estimated)	\$323,801 (Estimated)	\$253,085 (Estimated)	
HCV	Public/Federal	Rent Assistance	\$1,300,000 (Estimated)	\$0	\$0	\$1,300,000 (Estimated)	\$2,600,000 (Estimated)	

Table 1 – Goals Summary

Additional Narrative

In addition to the FFY 2022 annual allocation of CDBG Entitlement funds, the City of Cedar Falls is estimating that \$64,000 in carryover or prior year funding will be available for allocation consistent with the goals and projects presented in the current Consolidated Plan. Regardless of the exact amount carried forward from prior years, the City plans to use these funds for Housing or Rental Rehabilitation and Repair, Neighborhood Access and Accessibility Improvements, and/or Neighborhood Recreational Improvements for low-and-moderate income (LMI) households or areas, as defined by HUD and the Census Bureau. Further, the City is working to wrap-up providing services to residents with its supplemental CARES (COVID-19) funding.

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 and for rental properties. Also, CDBG funds including CARES (COVID-19) dollars, will be used in conjunction with other agency funding sources in order to provide services to Cedar Falls households that prevent homelessness. Finally, the City will support Neighborhood Accessibility Improvements to low-to-moderate income areas (census tracts) 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 Accessibility Improvements (i.e. sidewalks, trails, curb cuts) will be conducted on public property or property covered by public rights-of-way or easements.

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: \$25,000	Homeowner Housing Rehabilitated or Repaired: 2 Household Housing Units; 4 persons or 2 households benefitted
2	Maintain Affordable Housing: Renter Occupied Units	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing	CDBG: \$75,000	Rental Housing Rehabilitated or Repaired: 2 Household Housing Units; 4 persons or 2 households benefitted
3	Preserve Existing Affordable Housing through Code Enforcement	2019	2023	Affordable Housing	Citywide	Maintain Existing Affordable Housing and Promote Neighborhood Development	CDBG: \$0	Apply Code requirements to residential units in LMI Areas: 0 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: \$38,970	Public Service Activities Other than LMI Housing Benefit: 4,040 persons or 1,540 households assisted. Homeless person overnight shelter: 20 persons or 20 households assisted.
5	Neighborhood Infrastructure Improvements	2019	2023	Non-Housing Community Development	Citywide and LMI Area Benefit	Promote Infrastructure Development	CDBG: \$0	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 0 persons or 0 households 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: \$112,871	Public Facility or Infrastructure Activity, other than LMI Housing Benefit: 60 persons or 40 households assisted
8	Neighborhood Recreational Amenities	2019	2023	Non-Housing Community Development	LMI Area Benefit	Promote Neighborhood Development and Neighborhood Infrastructure Improvements	CDBG: \$20,000	Public Facility and Improvement Activity, other than LMI Housing Benefit: 20 households or 40 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: \$51,960	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 satisfy the national objectives 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.

In addition to housing projects, the City is contemplating using CDBG funds for neighborhood access projects, as outlined in our Consolidated Plan and this Action Plan, more specifically sidewalk infill within and connecting to low-and-moderate income neighborhoods, tracts, or block groups, as well as completing additional sanitary sewer lining projects in LMI areas as well.

The primary barrier for assisted households is, and has been, the price of housing in the community, even as new units are being built. During the past year, prices have continued rising and supply has dwindled. These trends proved to be surprising during the COVID-19 pandemic, and this is expected to continue through the year covered by this plan.

Project Summary Information

1	Project Name	Single-Family Owner-Occupied Home Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Owner Occupied Units
	Needs Addressed	Maintain Affordable Housing
	Funding Target	CDBG: \$25,000 (Estimated)
	Description	Rehabilitation of Owner-Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2 households, or 4 persons, will benefit from the CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	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.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
2	Project Name	Rental Housing Rehabilitation
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	Maintain Existing Affordable Housing: Renter Occupied Units
	Needs Addressed	Maintain Affordable Housing; Ensure Fair Housing for Residents
	Funding Target	\$75,000 (Estimated)
	Description	Repair of Renter Occupied Units; LMI Households
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 3 households, or 6 persons, will benefit from this limited CDBG Rehabilitation Program
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	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.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons
3	Project Name	Code Enforcement
	Target Area	City of Cedar Falls; LMI Areas
	Goals Supported	Preserve Affordable Housing Through Code Enforcement
	Needs Addressed	Maintain Existing Affordable Housing
	Funding Target	CDBG: \$0 (Estimated)
	Description	Funds will be used to pay for code enforcement services provided to LMI areas.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 households in Cedar Falls.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	City staff inspection services for persons in LMI Areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas

4	Project Name	Agency and Organization Support
	Target Area	City of Cedar Falls; LMI Limited Clientele
	Goals Supported	Prevent Homelessness Through Support of Agencies and Organizations
	Needs Addressed	Support for Services for Homeless, Near-Homeless, Special Needs; Provide Family and Children's Services
	Funding Target	CDBG: \$38,970 (Estimated)
	Description	Funds will be used to pay for financial education, nutrition, homelessness and sheltering, healthcare, family and children's services, rent and utility assistance, and substance abuse services for Cedar Falls residents who are seeking assistance that prevent homelessness.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 4,040 persons, or 1,540 households, in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer eligible services, through contracting agencies and organizations, which could prevent homelessness in the community
5	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons; Limited Clientele
	Project Name	Neighborhood Infrastructure Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Infrastructure Improvements
	Needs Addressed	Promote Infrastructure Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	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.
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 persons or 0 households in the Cedar Falls area.
	Location Description	LMI Areas
6	Planned Activities	Line sanitary sewer lines to residential units located in LMI areas in the community
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
	Project Name	Provide Access to Transportation Services
	Target Area	City of Cedar Falls (Citywide); LMI Areas
	Goals Supported	Provide Access to Transportation Services
	Needs Addressed	Support Economic Development, Business Opportunities, and Commercial Building Redevelopment; Promote Neighborhood Development
	Funding Target	CDBG: \$0 (Estimated)
	Description	Provide access to transit services for LMI households in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 0 people in the Cedar Falls area.
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Offer transit passes to LMI households or extend transit service routes and/or hours of service to LMI areas

	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
7	Project Name	Neighborhood Accessibility Improvements
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Accessibility Improvements
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$112,871 (Estimated)
	Description	Infill sidewalk and trail gaps in LMI areas in the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 60 persons, or 40 households, in the Cedar Falls area.
	Location Description	LMI Areas.
	Planned Activities	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.
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
8	Project Name	Neighborhood Recreational Amenities
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Neighborhood Recreational Amenities
	Needs Addressed	Promote Neighborhood Development
	Funding Target	CDBG: \$20,000 (Estimated)
	Description	Install park and recreational improvements, trees, and aesthetic amenities located in parks or other public property in LMI areas of the community
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	This activity will benefit approximately 20 households, or 40 persons, in the Cedar Falls area.
	Location Description	LMI Areas. Tree Replacement on public property.
	Planned Activities	Install or replace playground equipment, trees, and recreational amenities in local city parks or other public properties serving LMI areas and households
	CDBG National Objective	Benefit to low-and-moderate income (LMI) persons and/or areas
9	Project Name	Demolition and Clearance
	Target Area	City of Cedar Falls LMI Areas
	Goals Supported	Demolition and Clearance
	Needs Addressed	Conduct Demolition and Clearance Activities
	Funding Target	CDBG: \$0 (Estimated)
	Description	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
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Demolition of approximately 0 dilapidated units in the City
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)

	Planned Activities	Demolish approximately 0 dilapidated units within the City
	CDBG National Objectives	Benefit to low-and-moderate income (LMI) persons and/or areas; Aid in the prevention or elimination of slums or blight
10	Project Name	CDBG Planning and Administration
	Target Area	City of Cedar Falls (Citywide)
	Goals Supported	All of the AAP goals are supported by this function or activity
	Needs Addressed	Provide Effective Planning and Administration
	Funding Target	CDBG: \$51,960 (Estimated)
	Description	General management, oversight and coordination of the CDBG Program, policy planning, environmental reviews, report preparation, and administration will be financed using CDBG funds
	Target Date	6/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	Not Applicable
	Location Description	City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613 (Administered)
	Planned Activities	Administrative and planning activities, associated with the CDBG program
	CDBG National Objectives	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%
LMI Area Benefit	41%

Table 5 – Geographic Distribution**Rationale for the priorities for allocating investments geographically**

As noted above, the City will only assist individual LMI households under Activity 1, Owner Occupied Housing Rehabilitation, and Activity 2, rental rehabilitation. Also, the City 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 7 and 8, Neighborhood Access and Recreational Improvements. 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.

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 or rental units, will require participants to meet HUD-prescribed LMI income guidelines.

For the life of this Annual Action Plan, the City has projected that it will expend 31 percent of its budget on specific low-and-moderate income households under its homeowner and renter rehabilitation and repair programs citywide, while planning to expend 41 percent of its overall budget for LMI-area benefit projects. Agencies and organizations are planning to be awarded 12 percent of the fund available for the year. Finally, planning and administration expense are projected to expend 16 percent of the annual allocation.

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	Goal Name	Maintain Existing Affordable Housing: Owner Occupied Units
	Goal Description	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.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
2	Goal Name	Maintain Existing Affordable Housing: Renter Occupied Units
	Goal Description	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.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons
3	Goal Name	Preserve Existing Affordable Housing through Code Enforcement
	Goal Description	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.
	Plan Reference	<ul style="list-style-type: none"> • Consolidated Plan Objective 1 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objectives	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas
4	Goal Name	Prevent Homelessness Through Support of Agencies and Organizations
	Goal Description	Continue supporting agencies providing homeless services, including sheltering, in the community, as well as providing financial counseling, nutritional, substance abuse, family services, and healthcare.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objectives 1 and 3 • Analysis of Impediments to Fair Housing Public Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons; Limited Income Clientele
5	Goal Name	Neighborhood Infrastructure Improvements
	Goal Description	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.
	Plan References	<ul style="list-style-type: none"> • Consolidated Plan Objective 2 • Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> • Benefit to low-and-moderate income (LMI) persons and/or LMI areas
6	Goal Name	Provide Access to Transportation Services
	Goal Description	Program provides funding for transportation to income-eligible households that are dependent upon these services in order to maintain employment.

	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas
7	Goal Name	Neighborhood Accessibility Improvements
	Goal Description	Improved sidewalks, steps, curb-cuts, and trails that address accessibility barriers to residents in LMI areas, as identified by the Census Bureau.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas
8	Goal Name	Neighborhood Recreational Amenities
	Goal Description	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.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 2 and 4 Analysis of Impediments to Fair Housing Public Sector Market Based Actions and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas
9	Goal Name	Conduct Demolition and Clearance Activities
	Goal Description	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.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objective 2 Analysis of Impediments to Fair Housing Public Sector Market Based and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas Aid in the prevention or elimination of slums or blight
10	Goal Name	CDBG Planning and Administration
	Goal Description	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.
	Plan References	<ul style="list-style-type: none"> Consolidated Plan Objectives 1, 2, 3, and 4 Analysis of Impediments to Fair Housing Public Sector Market Based, Public Sector Policy Based, and Private Sector Market Based Actions.
	National Objective	<ul style="list-style-type: none"> Benefit to low-and-moderate income (LMI) persons and/or LMI areas Aid in the prevention or elimination of slums or blight

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. In addition, in FFY 2019 through FFY 2020, the City awarded much of their Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to seven agencies and three schools to, “prevent, prepare for, or respond to Coronavirus”. The allocation process included formal Request for Proposals (RFP) processes, and 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 are given an opportunity to attend a City Housing Commission meeting to discuss their programs; 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 or clients.

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, and credit counseling. Third, the City has offered CDBG funding for at-home healthcare, outpatient mental health services, and substance abuse counseling/treatment. Fourth, the City is funding several agencies that are providing rent or mortgage assistance, the need for which originates with the COVID-19 pandemic. Finally, the City, using its CDBG and CDBG CARES funds, hopes to address hunger and nutritional needs by funding the regional food bank pantry. As is generally expected, resident needs outpace the amount of funding the City can offer the agencies through the CDBG or CDBG CARES programs 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)

Consistent with what was reported in prior Annual Action Plans, 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 state university community and its student housing needs, the City has unmet demand for affordable housing. This problem has only been exacerbated during the pandemic, as vacancy rate for all types of units has fallen dramatically in the community, while prices have climbed very quickly.

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 some low-and-moderate income households. Third, market demand has driven the price of land and materials upward in the community, not to mention the high costs associated with “greenfield” residential development (that which occurs on previously undeveloped land), most notably the cost of infrastructure. Part of the dramatic increases the City is currently experiencing in construction materials continue to be caused by supply

chain problems, associated with the COVID-19 pandemic. Finally, even with additional CDBG CARES funds the City continues to be experiencing impediments to meeting low-and-moderate income housing needs.

As they may be identified, the City of Cedar Falls takes action to ameliorate negative effects of public policy on housing affordability. 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, along with high materials prices and supply chain issues caused by the pandemic are having on the price of housing, which may affect whether or not people can afford to live in the community.

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 1st Street and 7th 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. The City has completed a community visioning plan for the Downtown and College Hill areas. The community involvement with each plan pointed to a need for housing options and the plans recommend Missing Middle Housing. **The City adopted a new downtown zoning code, in November 2021, that will enable the housing types of the "Missing Middle" and also allow housing options such as Accessory Dwelling Units (ADUs) for housing flexibility and affordability.** Building permit fees are based upon the value of the improvements made to properties in an attempt to create fairness. Finally, a private non-profit economic development corporation has formed during the past year, and they have established a housing subcommittee and have commissioned the development of a citywide Housing Needs Assessment.

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 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 56.4 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, rollback then, reduces property tax income for the City.

The City recognizes the higher cost of housing in their community, which may be attributed to market demand, land value, materials pricing and supply chain problems, 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, but the community has offered assistance to residents for direct 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 or require. Participation in the CDBG program also allows for infrastructure, accessibility, and recreational investments, thus affecting rates, taxes, or assessments for property owners because CDBG funds are used to resolve related issues or expenses.

AP-85 Other Actions - 91.220(k)

Introduction

The City of Cedar Falls addresses obstacles to meeting the needs of the underserved through supporting several public service agencies and nonprofit organizations that strive 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. Incidentally, the City received an additional \$660,000 in Coronavirus Aid, Relieve, and Economic Security (CARES) Act funds, most of which was being allocated to seven agencies and three schools. The funding supports housing improvements, preventing homelessness, food security, housing security through rent/mortgage support, equipment for safe operations during the health emergency, and remove education/work during the health emergency. Also, the City will work with code enforcement and other departments to identify potential at-risk residents. 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 on fostering affordable housing in the community. The Housing Rehabilitation and Repair Programs assist qualified homeowners and renters with substantial rehabilitation or repairs to existing units. This year, Cedar Falls will work to kick off a rental repair program. We have not had such a program before. Funding has also been provided to provide financial education classes and planning, as well as family support services. Habitat for Humanity encourages affordable housing through new construction and housing rehabilitation programs that they manage within the community. Finally, the City, in conjunction with the newly formed Cedar Falls Economic Development Corporation, are planning to complete a comprehensive, citywide Housing Needs Assessment, which will determine the current affordability challenges and opportunities for the community.

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 rehabilitation projects in Cedar Falls. In addition, the program budgets for relocation expenses of homeowners at-risk to the negative impacts from lead-based paint. 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 (INRCOG), will continue to work to strengthen the institutional structure used to manage the CDBG Entitlement Program. Together, they will also continue to address 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 above-mentioned entities, together with Cedar Falls' consortium partner in the HOME Investment Partnership Program, 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; pay mortgage and rent and/or utilities for residents in arrears on both using CARES (COVID-19) funds; hire interpreters for addressing the needs of their non-English speaking population, and provide emergency food and shelter to those persons in danger of becoming homeless.

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

Staff outreach is key in enhancing coordination between public and private housing and social service agencies, relative to housing in the city. Specifically, staff manages the Housing Choice Vouchers Program, which maintains a relationship with private housing management firms. Further, the growth in the City has required staff to build relationships with private developers working the community. Also, the aforementioned Housing Needs Assessment process will include numerous agencies, including public and private housing and housing-related service providers, will afford the City opportunities to continue building relationships and coordination among providers. Finally, the City has built and maintains a good communication dialog with local public service agencies and private non-profit organizations through its Entitlement Program, which are directly or indirectly involved in housing in the community. By working with and educating participating landlords and property owners, private developers, service organizations, about the City, its programs, and requirements, it will position itself to better meet the needs of the low-moderate-income individuals and households in the city.

AP-90 Program Specific Requirements - CDBG 91.220(l)(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
Total Program Income:	\$0

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 Investment Partnership Program recipient. However, it is part of a HOME consortium with the City of Waterloo, Iowa. As part of the HOME process, the City of Cedar Falls is also working closely with INRCOG and the Iowa Heartland Habitat for Humanity Chapter to implement their HOME projects and plans.

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 PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 27, 2022

SUBJECT: Olive Street Box Culvert Replacement Project
City Project Number: BR-106-3215
Public Hearing

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Olive Street Box Culvert Replacement Project.

This project consists of removing the existing structurally deficient bridge on Olive Street and extending the College Street Box Culvert through to Olive Street. The Pettersen Plaza will be extended over the top of the new box culvert. Project will also include realignment of sanitary sewer and street related work adjacent to the box culvert on Olive Street.

The total estimated cost for the construction of this project is \$2,205,932.61. The project will be funded by General Obligation Bonds and Tax Increment Financing.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Olive Street Box Culvert Replacement Project.

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

<p align="center"> Engineer's Estimate of Costs Olive Street Box Culvert Replacement Project Cedar Falls Project No.: BR-106-3215 AECOM Project No.: 60623997 6/9/2022 </p>						
Item No.	Item Code	Item Description	Unit	Estimated Quantities	Engineer's Estimate Unit Price	Estimated Costs
1	2010	CLEARING AND GRUBBING	UNITS	170.0	\$ 60.00	\$ 10,200.00
2	DOT 2104	EXCAVATION, CLASS 10, CHANNEL	CY	171.4	\$ 25.00	\$ 4,285.00
3	2010	EXCAVATION, CLASS 10, ROADWAY	CY	195.0	\$ 18.50	\$ 3,607.50
4	2010	EXCAVATION, CLASS 20	CY	2494.1	\$ 35.00	\$ 87,293.50
5	2010	REMOVALS, STRUCTURAL BASES	EACH	3.0	\$ 2,000.00	\$ 6,000.00
6	2010	SUBBASE, GRANULAR	SY	520.0	\$ 25.00	\$ 13,000.00
7	DOT 2115	SUBBASE, MODIFIED	CY	37.8	\$ 23.00	\$ 869.40
8	2010	SUBGRADE PREPARATION, 12 IN.	SY	520.0	\$ 2.50	\$ 1,300.00
9	2010	SUBGRADE TREATMENT, GEOGRID	SY	100.0	\$ 8.00	\$ 800.00
10	2010	TOPSOIL, ONSITE	CY	150.0	\$ 14.00	\$ 2,100.00
11	2010	TOPSOIL, OFFSITE	CY	50.0	\$ 26.00	\$ 1,300.00
12	DOT 2107	SPECIAL BACKFILL	CY	1182.8	\$ 35.00	\$ 41,398.00
13	DOT 2210	MACADAM STONE BASE	TON	515.0	\$ 25.00	\$ 12,875.00
14	DOT 2401	REMOVAL OF EXISTING STRUCTURES	LS	2.0	\$ 10,000.00	\$ 20,000.00
15	DOT 2402	EXCAVATION, CLASS 20	CY	2494.1	\$ 25.00	\$ 62,352.50
16	DOT 2402	EXCAVATION, CLASS 23, BOULDERS, CONCRETE RIP RAP, GABION	CY	50.0	\$ 35.00	\$ 1,750.00
17	DOT 2402	SPECIAL BACKFILL FOR BLANKET AND SUBDRAIN	TON	625.9	\$ 32.00	\$ 20,028.80
18	DOT 2402	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1182.1	\$ 6.00	\$ 7,092.60
19	DOT 2403	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	42.5	\$ 1,500.00	\$ 63,750.00
20	DOT 2403	STRUCTURAL CONCRETE (RCB CULVERT)	CY	60.7	\$ 600.00	\$ 36,420.00
21	DOT 2404	REINFORCING STEEL	LB	15079.0	\$ 1.50	\$ 22,618.50
22	DOT 2414	STRUCTURAL STEEL PEDESTRIAN HAND RAILING	LF	88.0	\$ 260.00	\$ 22,880.00
23	DOT 2415	PRECAST CONCRETE BOX CULVERT, TWIN 14 FT X 6 FT	LF	228.0	\$ 2,800.00	\$ 638,400.00
24	DOT 2415	PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, TWIN 14 FT X 6 FT	EACH	1.0	\$ 30,000.00	\$ 30,000.00
25	DOT 2415	SPECIAL PRECAST CONCRETE BOX CULVERT, STRAIGHT END SECTION, 14FT. X 6FT.	EACH	1.0	\$ 12,000.00	\$ 12,000.00
26	DOT 2506	FLOWABLE MORTAR	CY	429.2	\$ 200.00	\$ 85,840.00
27	DOT 2507	ENGINEERING FABRIC	SY	416.0	\$ 3.50	\$ 1,456.00
28	DOT 2518	SAFETY CLOSURE	EACH	4.0	\$ 200.00	\$ 800.00
29	DOT 2518	SAFETY FENCING	LF	800.0	\$ 8.00	\$ 6,400.00
30	DOT 2523	ELECTRICAL CIRCUITS	LF	320.0	\$ 20.00	\$ 6,400.00
31	DOT 2523	LIGHT POLE REMOVAL	EACH	1.0	\$ 700.00	\$ 700.00
32	DOT 2523	TYPE 1 LIGHTING POLES	EACH	6.0	\$ 6,000.00	\$ 36,000.00
33	DOT 2524	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	2.0	\$ 50.00	\$ 100.00
34	DOT 2524	TYPE A SIGNS, REMOVAL AND REINSTALL	EACH	5.0	\$ 500.00	\$ 2,500.00
35	11020	MOBILIZATION	LS	1.0	\$ 140,000.00	\$ 140,000.00
36	DOT 2602	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4.0	\$ 10.00	\$ 40.00
37	DOT 2602	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4.0	\$ 20.00	\$ 80.00
38	DOT 2602	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	4.0	\$ 20.00	\$ 80.00
39	DOT 2602	TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1.0	\$ 20.00	\$ 20.00
40	DOT 2602	MAINTENANCE OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1.0	\$ 20.00	\$ 20.00
41	DOT 2602	REMOVAL OF TEMPORARY INTAKE OR MANHOLE COVER ASSEMBLY	EACH	1.0	\$ 20.00	\$ 20.00
42	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN.	LF	250.0	\$ 20.00	\$ 5,000.00
43	DOT 2602	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	250.0	\$ 1.75	\$ 437.50
44	DOT 2602	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	500.0	\$ 0.60	\$ 300.00
45	DOT 2602	ROLLED EROSION CONTROL PRODUCT, TYPE II	SQ	62.0	\$ 12.00	\$ 744.00
46	3010	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50.0	\$ 57.00	\$ 2,850.00
47	4020	REMOVAL OF SANITARY SEWER, LESS THAN 36 IN.	LF	50.0	\$ 12.00	\$ 600.00
48	4020	SANITARY ABANDONMENT, PLUG AND FILL, LESS THAN 36 IN.	LF	246.0	\$ 20.00	\$ 4,920.00
49	4020	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	99.0	\$ 12.00	\$ 1,188.00
50	4020	SANITARY SEWER, TRENCHED, TRUSS, 8 IN.	LF	10.0	\$ 85.00	\$ 850.00
51	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	134.0	\$ 75.00	\$ 10,050.00
52	4020	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	76.0	\$ 80.00	\$ 6,080.00
53	4020	STORM SEWER, TRENCHED, HDPE, 6 IN.	LF	34.0	\$ 16.00	\$ 544.00
54	4040	SUBDRAIN OUTLETS AND CONNECTIONS, EXISTING SUBDRAIN, 6 IN.	EACH	4.0	\$ 350.00	\$ 1,400.00
55	4040	SUBDRAIN OUTLETS AND CONNECTIONS, PER PLAN, 6 IN.	EACH	6.0	\$ 200.00	\$ 1,200.00
56	4040	SUBDRAIN, TYPE S, 6 IN.	LF	1217.0	\$ 16.00	\$ 19,472.00
57	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN TO 4 IN, REDUCER	EACH	2.0	\$ 600.00	\$ 1,200.00
58	5010	FITTINGS BY COUNT, DUCTILE IRON, 8 IN, 45° ELBOW	EACH	4.0	\$ 500.00	\$ 2,000.00
59	5010	FITTINGS BY COUNT, DUCTILE IRON, 4 IN, 90° ELBOW	EACH	4.0	\$ 500.00	\$ 2,000.00
60	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 4 IN, POLY WRAPPED	LF	40.0	\$ 115.00	\$ 4,600.00
61	5010	WATER MAIN, DIRECT BURIED, DUCTILE IRON PIPE (DIP), 8 IN, POLY WRAPPED	LF	110.0	\$ 120.00	\$ 13,200.00
62	5010	WATER SERVICE STUB, COPPER, 3/4 IN	LF	59.7	\$ 110.00	\$ 6,567.00
63	5020	VALVE, GATE, DIP, 8 IN	EACH	2.0	\$ 3,500.00	\$ 7,000.00
64	6010	ADJUSTMENT OF EXISTING MANHOLE OR INTAKE, MAJOR	EACH	1.0	\$ 2,000.00	\$ 2,000.00
65	6010	INTAKE, SW-507	EACH	3.0	\$ 5,200.00	\$ 15,600.00
66	6010	INTAKE, SW-513 (36"X36")	EACH	2.0	\$ 8,400.00	\$ 16,800.00
67	6010	MANHOLE, SW-401, 48 IN.	EACH	1.0	\$ 5,200.00	\$ 5,200.00
68	6010	INTAKE, NYLOPLAST HEAVY DUTY 3' X 3' GRATE	EACH	1.0	\$ 3,000.00	\$ 3,000.00
69	6010	REMOVALS, MANHOLE OR INTAKE	EACH	1.0	\$ 550.00	\$ 550.00
70	6010	SANITARY SEWER, MANHOLE, SW-301, 48 IN.	EACH	1.0	\$ 4,100.00	\$ 4,100.00
71	7010	STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 3 DURABILITY, 8 IN.	SY	416.8	\$ 60.00	\$ 25,008.00
72	7010	CURB AND GUTTER	LF	36.0	\$ 58.00	\$ 2,088.00
73	7030	DETECTABLE WARNINGS, CAST IRON	SF	10.0	\$ 52.00	\$ 520.00
74	7030	DRIVEWAYS, PCC, 6 IN.	SY	104.6	\$ 45.00	\$ 4,707.00
75	7030	PCC SIDEWALK, PCC, 4 IN.	SY	179.6	\$ 40.00	\$ 7,184.00

76	7030	PCC SIDEWALK, PCC, 6 IN.	SY	3.8	\$ 50.00	\$ 190.00
77	7030	REMOVAL OF SIDEWALK, SHARED USE PATH, OR DRIVEWAY	SY	914.0	\$ 9.00	\$ 8,226.00
78	7040	REMOVAL OF CURB AND GUTTER	LF	36.0	\$ 10.00	\$ 360.00
79	7040	REMOVAL OF PAVEMENT	SY	421.4	\$ 7.50	\$ 3,160.50
80	7040	SAWCUT FOR REMOVALS	LF	123.8	\$ 8.00	\$ 990.40
81	8010	HANDHOLES AND JUNCTION BOXES	EACH	1.0	\$ 900.00	\$ 900.00
82	8030	TRAFFIC CONTROL	LS	1.0	\$ 6,000.00	\$ 6,000.00
83	9010	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	ACRE	2.0	\$ 6,000.00	\$ 12,000.00
84	9010	TEMPORARY HYDRO-SEEDING TYPE 4	ACRE	2.0	\$ 6,000.00	\$ 12,000.00
85	9010	WATERING	MGAL	100.0	\$ 160.00	\$ 16,000.00
86	DOT 2507	REVTMENT, CLASS E	TON	317	\$ 60.00	\$ 19,020.00
87	9080	HANDRAILING, REMOVAL AND REINSTALLATION	LF	18.0	\$ 60.00	\$ 1,080.00
88	9080	REMOVAL OF HANDRAILING	LF	155.0	\$ 35.00	\$ 5,425.00
89	9060	VINYL FENCE, 72 IN.	LF	185.0	\$ 80.00	\$ 14,800.00
90	9060	VINYL GATE, 72 IN.	EACH	1.0	\$ 400.00	\$ 400.00
91	11010	DEMOLITION, HOUSE	LS	1.0	\$ 25,000.00	\$ 25,000.00
92	11050	CONCRETE WASHOUT	LS	1.0	\$ 7,000.00	\$ 7,000.00
93	DOT 2501	TEMPORARY SHORING	LS	1.0	\$ 50,000.00	\$ 50,000.00
94	7030	LANDSCAPING	LS	1.0	\$ 84,000.00	\$ 84,000.00
95	9030	LANDSCAPE PAVERS	SF	7860.0	\$ 30.00	\$ 235,800.00
96	7030	LANDSCAPE PAVERS REMOVE AND REPLACE	LS	50.0	\$ 30.00	\$ 1,500.00
97	DOT 2304	TEMPORARY PAVEMENT, 6 IN.	SF	225.0	\$ 68.00	\$ 15,300.00
					5% Contingency	\$ 105,044.41
					Engineer's Estimate Costs	\$ 2,205,932.61

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: David Wicke, PE, City Engineer

DATE: June 27, 2022

SUBJECT: Updates to City Code Section 23-374 – Parking Prohibited on Specific Streets

The current no parking ordinance on South Lawn Road from Stanwood Drive to Melendy Lane on the east side of South Lawn extends from Stanwood to 240 feet south. This leaves a small section of approximately 60 feet north of Melendy Lane where parking is currently allowed on the east side of South Lawn. This area creates concerns of a congested corridor that can lead to single lane traffic and also potential vehicular movement conflicts onto and from Melendy Lane.

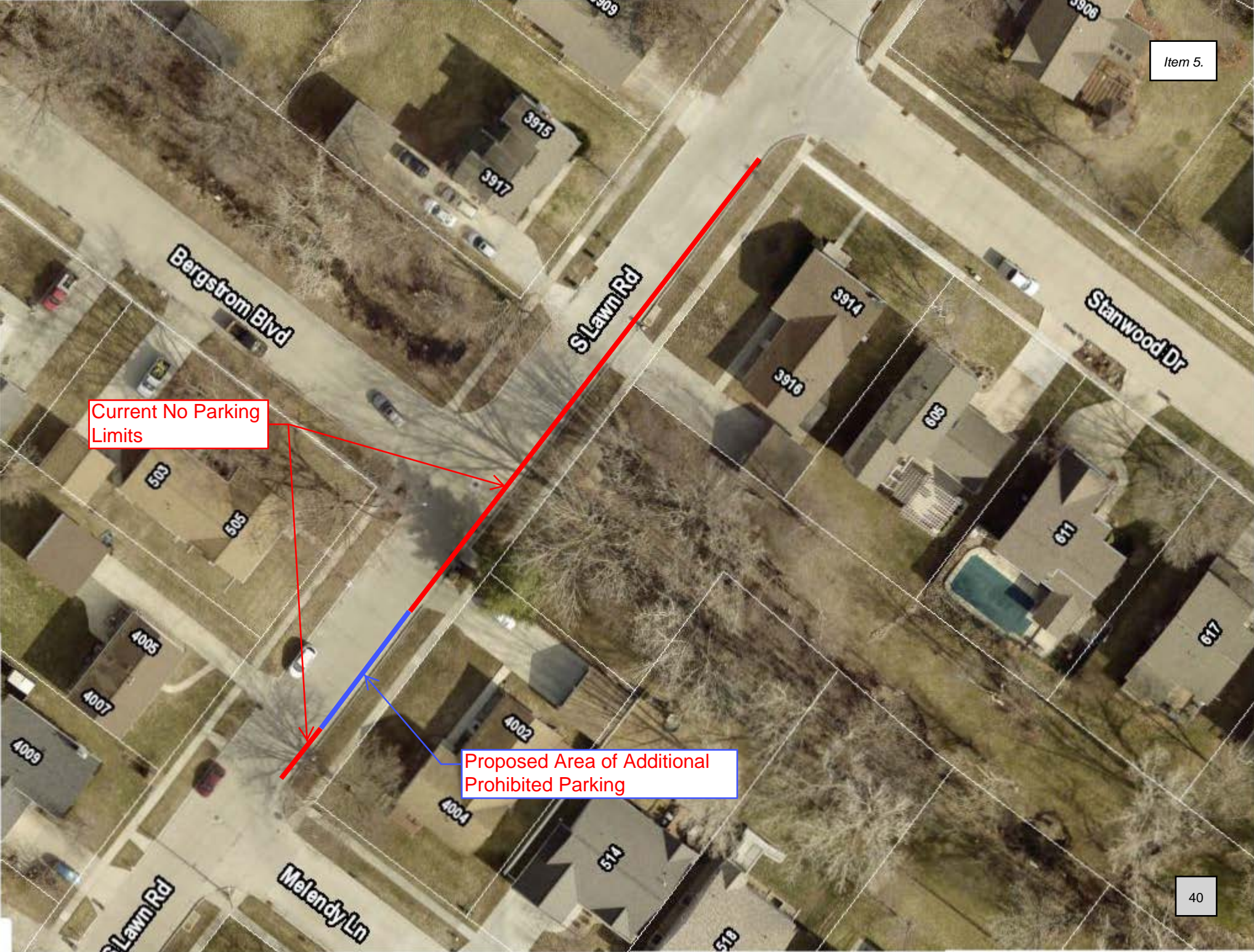
The Engineering Division is recommending that the current no parking that exists on the east side of South Lawn Road from Stanwood Drive south to extend through to Melendy Lane and designated as permanently prohibited parking. This will make the parking prohibition on the east side of South Lawn Road more consistent along the corridor from Stanwood Drive to Melendy Lane.

The Engineering Division is proposing changes to City Code Section 23-374 – Parking Prohibited on Specific Streets so the code will match the proposed limits of the no parking along the east side of South Lawn Road. Please see the attached changes to City Code Section 23-374 – Parking Prohibited on Specific Streets.

The Engineering Division recommends approval to set the newly defined area to prohibit on-street parking. This area is highlighted in the attached map.

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

xc: Chase Schrage, Director of Public Works



Current No Parking Limits

Proposed Area of Additional Prohibited Parking

ORDINANCE NO. 3013

AN ORDINANCE AMENDING SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY STRIKING THE SUBSECTION PROHIBITING PARKING ON PORTIONS OF SOUTH LAWN ROAD, AND ENACTING A NEW SUBSECTION PROHIBITING PARKING ON PORTIONS OF SOUTH LAWN ROAD IN LIEU THEREOF.

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

Section 1. The unnumbered subsection prohibiting parking on portions of South Lawn Road contained in Section 23-374, Parking prohibited on specific streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, is hereby stricken in its entirety and a new unnumbered subsection prohibiting parking on portions of South Lawn Road contained in Section 23-374 is enacted in lieu thereof, as follows:

<i>Street</i>	<i>Portion Where Parking Prohibited</i>
South Lawn Road	<p><i>On the east side from the north line of Bonita Boulevard south a distance of 200 feet.</i></p> <p><i>On the west side from the south line of Bonita Boulevard south a distance of 60 feet.</i></p> <p><i>On the east side from the south curb line of Stanwood Drive south to the north curb line of Melendy Lane.</i></p>

INTRODUCED: _____ June 20, 2022

PASSED 1ST CONSIDERATION: _____ June 20, 2022

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Sec. 23-374. Parking prohibited on specific streets.

When signs are erected giving notice thereof, no person shall park a vehicle at any time upon any of the streets or portions of streets enumerated in this section.

Street	Portion Where Parking Prohibited
South Lawn Road	On the east side from the north line of Bonita Boulevard south a distance of 200 feet.
	On the west side from the south line of Bonita Boulevard south a distance of 60 feet.
	On the east side from the south curb line of Stanwood Drive south to the north curb line of Melendy Lane a distance of 240 feet.

MEETING OF STANDING COMMITTEES

Community Center

June 20, 2022

Item 6.

The meeting of Standing Committees met at the Community Center at 5:50 p.m. on June 20, 2022, with the following Committee persons in attendance: Councilmembers Susan deBuhr, Kelly Dunn, Daryl Kruse, Simon Harding, Dustin Ganfield (via video conference), Gil Schultz, and Dave Sires. Staff members from all City Departments and members of the community attended in person.

Administration Committee:

Chair Dunn called the meeting to order and introduced the only item on the agenda, Council Meeting Rules of Order (Administrative Policy No. 7) and introduced Mayor Green. Mayor Green gave a brief overview of the thirty-three proposed changes to Administrative Policy No. 7. Chair Dunn opened for questions from Council; Councilmembers discussed the following items:

1. Title and Numbering of City Council Meeting Procedures - Consensus: Change the numbering format as proposed to the Municipal Directives Index format, but the name would stay "City Council Meeting Procedures".

5. Remote Attendance (Rule 2.4) – Consensus: Members may attend via remote means with advance notice provided to the City Clerk by Noon on the business day prior to the meetings, unless unexpected circumstances arise. If video conferencing, it's preferred that members have video on.

6. Standing and Special Committees (Rule 3.1(b)) – Consensus: The Pledge of Allegiance will be recited at the regular council meetings.

7. Preparation of agenda (Rule 3.1(g)) – Consensus: Leave the name as "Staff Updates", but relocate to the start of the agenda.

8. Preparation of agenda (Rule 3.1(l)) – Consensus: Keep one public forum at the beginning of the agenda but allow staff to respond to public comments/questions to comments/questions.

9. Preparation of agenda (Rule 3.1(m)) – Consensus: Keep the name as "Council Referrals".

10. Preparation of agenda (Rule 3.1(j)) – Consensus: Rename the title to "Council Updates & Announcements".

13. Presiding Officer (Rule 4.1) – Consensus: No change, leave as the most senior council member to facilitate meeting if Mayor and Mayor pro-tem are absent.

18. Announcement of Items in the Consent and Resolution Calendars (Rule 5.18) – Consensus: May read title, summarize or list by number, at the discretion of the presiding officer.

25. Council Referrals (Part 8) – Consensus: All referral requests shall be provided to the City Clerk in writing no later than 5:00 p.m. on the Monday prior to the next regular council meeting. The request shall contain sufficient information to enable the council to determine if the request merits referral.

26. Council Work Sessions (Part 9) – Consensus: Request that all Work Sessions be recorded.

30. Public comment during public hearings and on agenda items (Rule 10.2(d)) – Consensus: Leave as total speaker input on any subject under consideration can be limited to a fixed period by the presiding officer.

Chair Dunn asked for the motion (Recommend changes be brought back to Committee for approval of the proposed City Council Meeting Procedures document with changes discussed above by Councilmembers); Councilmember Harding so moved; Councilmember Schultz seconded. Motion carried unanimously.

Chair Dunn requested a motion to adjourn. Councilmember deBuhr so moved; Councilmember Harding seconded. Motion carried unanimously. Meeting adjourned at 7:09 p.m.

Minutes by Kim Kerr, Administrative Supervisor



OFFICE OF CITY ADMINISTRATOR

CITY OF CEDAR FALLS, IOWA

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

TO: Mayor Robert M. Green and City Council Members
FROM: Ron Gaines, City Administrator
DATE: June 24, 2022
SUBJECT: Departmental Monthly Reports Submission – May 2022

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

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

###

CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



May 2022

MAY 2022 MONTHLY REPORTS

Table of Contents

Finance & Business Operations

Financial Services Division.....	1
Human Resources Division.....	2
Information Systems Division.....	4
Legal Services Division.....	6
Public Records Division.....	7
Cedar Falls Library & Community Center.....	9

Community Development

Inspection Services Division.....	10
Planning & Community Services Division.....	12
Recreation & Community Programs.....	16
Visitors & Tourism and Cultural Programs.....	18

Municipal Operations & Programs

Engineering Division.....	22
Public Works & Parks Division.....	26

Public Safety Services

Police/Fire Operations.....	27
-----------------------------	----

FINANCIAL SERVICES May 2022

Treasury

Financial Services is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$56,000,000 invested in CD's and \$63,436,370 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	0	\$0.00
CD's Purchased	4	12,000,000.00
PFMM Deposit	0	0.00
PFMM Withdrawal	0	0.00
CD/Investment Interest		\$62,561.34

FY22 Budget

It was determined that an amendment was necessary to the FY22 budget. The public hearing was held on May 2nd. The FY2022 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management by the May 31st deadline.

FY23 Financial Reports

Work began on the FY23 Cash Management Report. It will be presented to Council in June.

Cedar Falls Health Trust Fund Board

The Cedar Falls Health Trust Fund Board met in May to review projected interest income and the amount available for distribution in FY23. The Board will meet again in July to finalize the amount of FY23 funding available.

Miscellaneous Financial Activities

For May, 35 payroll checks and 704 direct deposits were processed. Accounts receivable were processed and 92 invoices were mailed out to customers. 1,443 transactions for accounts payable were processed and approved by the City Council for payment and 491 checks were mailed out to vendors.

The inventory is being submitted by each of the departments this year. On-site inventory checks were performed in May and will continue in June.

HUMAN RESOURCES May 2022

SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES

- Risk Management Committee meeting held May 4th and 18th
- Public Entity Insurance renewal documentation submitted
- Reviewed three contracts/agreements for required insurance
- Review and follow-up of fourteen public event permits
- Several HR staff members attended a digital recruitment seminar and Laserfiche training
- Job classification for DEI Specialist position sent to Carlson Dettmann for review
- The Public Works & Parks Supervisor job classification was prepared and updated for City Council approval on June 6th
- Recruitment/Employment tasks related to:
 - FT positions: Building Inspector (Residential), Community Services Coordinator, Cultural Programs Supervisor, Engineering Technician II, Equipment Mechanic, Information Systems Technician I, Land Surveyor, Maintenance Worker, Public Safety Director, Public Safety Officer, Public Works & Parks Supervisor, and Recreation & Community Programs Manager
 - PT positions: Community Service Officer, Financial Clerk, Laborer, Library Assistants (Reference), and Library Intern
 - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments (Aquatics, Engineering Interns, Planning & Community Services Intern, Police Intern, Recreation Front Desk, Recreation Programming, Hearst Front Desk Assistant, Hearst Youth Instructor, Seasonal Laborers, and contracted Custodians)

BENEFITS & COMPENSATION

- Final FY22 health renewal information and related documents were received, signed and returned. Health and Dental open enrollment materials were distributed to all full-time employees, retirees. COBRA participants will receive their open enrollment information from WEX Health, Inc. Employee's that want to make changes to their health and/or dental plans are due back to HR by June 17, 2022. After renewal documents are received and reviewed by carriers, final agreements will be provided and sent to Council for approval in June
- HRA COBRA rates were researched and updated based on prior year actual plan usage for fiscal year 2023.
- Document detailing rates for all of the City's benefits for FY23 were distributed to HR staff.
- National Insurance Services requested information to prepare a life insurance joinder agreement to be provided in June. If approved, the City's life insurance plan would move to National Insurance Services beginning July 1, 2022.

CIVIL SERVICE COMMISSION

- Preparations for and follow up to the May 18 and 25 meetings were completed
- Cultural Programs Supervisor candidates were approved to test and forwarded the testing instrument to complete and return for scoring
- The testing processes, candidate selection rubrics, questionnaires, interview questions, and rating forms for the Information Systems Technician I and Public Works & Parks Supervisor were forwarded to Carlson Dettmann for review and final versions were approved by the Civil Service Commission.
- Minor updates to the above were completed by staff for Public Safety Officer and approved by the Commission.

HUMAN RIGHTS COMMISSION

- Preparations for and follow up to the May 9th main Commission meeting and May 23rd special meeting were completed
- Preparations for and follow up to the May 26th Commission recruitment event were completed

Finance and Business Operations Information Systems Division Monthly Report May 2022

Summary of projects, training and staff activities

- Library conversion to the City's Network:
 - Library Staff PC's and Copiers were converted over to our city network. Camera servers and a domain controller were also attached to our network for general access.
 - Library security groups were created in our Active Directory environment. Library end users were then added to these groups based on their level of file access. These groups were added to our login script so that drives map correctly for these end users.
- The Falls Setup:
 - Setup workstations for Falls that were stored in PW server room, machines were fully patched before implementation
 - Replaced power supply to scanning PC
 - Brought credit card machine and cash drawer from one of concessions workstations to Rec Center for overflow of Falls passes
 - Replaced MaxGalaxy with CivicRec on all PCs and placed in startups
- Central Square CJIS Software Implementation
 - A meeting was attended with a Public Safety Captain, pertaining to a checklist which needed completed for Central Square software
 - Started discussion with Firehouse to migrate Calls for Service to new ESO platform that will work with new CJIS software
- Website Refresh and New Mobile App launch
 - Met with the designer on the new website and reviewed new website
 - Reviewed concept for Mobile App and discussed with team changes needed on design

Software Purchase/Installation/Upgrade Activities

- 58 software installations for 7 different departments
- Installed 2 new software for 1 department

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 9 new pieces of equipment purchased for 4 different departments and inventory.
- 11 new equipment installations for 5 different departments.
- 3 equipment repair for 2 different departments.

Problem Resolution Activities & Assistance Activities

- 63 problem resolution or assistance activities took place for 12 different departments.

Graphic Design Activities

- Hearst Center: exhibition materials, event posters, miscellaneous printing
- Tourism: Event invite/poster, Children's parade poster
- Other: website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, PS stickers, website redesign assignments, Currents, Acquisition Training booklet, HRC event poster, PS Recognition event program, Fireworks ordinance campaign

Channel 15 Programming Activities

- Cable TV Summary of projects
 - This month we produced 8 public meetings, covered five community events, including our annual Business & Industry Awards ceremony, Cedar Falls High School graduation, Cedar Falls Boys Soccer game, the Gold Star Teacher Award Ceremony and Peace Officer memorial ceremony.
- Regular productions included:
 - Aired 4 new Panther Sports Talk show.
 - Produced 3 new City News show
 - Continued planning for Public Safety recruitment video.
 - Continued weekly encoding and programming of church services for Public Access.
 - Programmed CFU and Mediacom cable providers for Channel 15 and Public Access.
 - Updated & added Community Calendar events to the Channel 15 Announcements
- Facility Upgrades
 - Rearranged and re-wired the Channel 15 Control Room to prepare for City Hall remodel in that area.
 - Worked with CFU, City staff, electricians and trenchers to devise a plan for live coverage from Overman Park for Municipal Band and Sturgis Falls.
 - Continued planning for improvements in re-wiring of city council chambers and Channel 15 studio.
 - Continued planning for re-wiring of Overman Park from city hall for live coverage of future events. The current city hall remodel forced us to vacate old cables and conduit paths to Overman Park so we are working with CFU and city staff on future infrastructure plans to allow us to once again provide some sort of plan for coverage of events in the park. The goal is to be able to continue to go live from Overman Park, which is what we have been able to over the past twenty plus years.

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Completed conversion of existing sanitary cctv documents
 - Verified and updated 853 sanitary sewer service lines
 - Assisted with Library network changeover
 - Met with CFU on pavement patching documents
 - Met with Black Hawk County to discuss potential changes to condo structures
 - Worked with UNI to resolve a mapping service issue
 - Worked with county dispatch to verify boundary issues
 - Worked with Refuse to update route Friday route 3
 - Updated ssl certificates for all GIS servers
 - Added all Public Safety user accounts to upcoming dispatch software upgrade
 - Worked with V&T to draft a new public art web application
- Completed 4 web and database projects 3 for different departments
- Completed 4 different data requests for 3 different entities.
- Provided 15 maps for 7 different departments.
- Created 36 new addresses.

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

REPORT FROM SWISHER & COHRT – SAM ANDERSON:

Traffic Court:

City Cases Filed: 168 (this number includes both City and State tickets)

Cases Set: 4 (Traffic) 0 (Code Enforcement)

Trials Held: 1 (Traffic) 0 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 7 agreements
- Advise on Iowa Department of Public Health inquiries regarding The Falls
- Advise on Noise ordinance enforcement and procedures
- Advise on Standing Committee procedures

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

Public Records Activity

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

Facilitate the reestablishment of standing council committees, with the first standing council committee meeting on May 16, 2022.

Staff finalized preparations and accommodations for the annual Business & Industry Awards luncheon on May 5, 2022.

Responded to nine (9) requests for public records.

Licenses / Permits Processed & Issued

71	Pet licenses
7	Paw Park permits
2	Poultry licenses
10	Public Event permits
6	Mobile Merchant permits
2	Sidewalk Café permits
1	Tables & Chairs permit
3	Cemetery Interment Rights
23	Cigarette/Tobacco/Nicotine/Vapor permits
16	Liquor licenses and beer/wine permits

Staff attended Laserfiche Training and a webinar on CivicPlus Permitting & Licensing.

Began the Council process for the issuance of General Obligation Capital Loan Notes for 2022.

The unemployment rates for the month of April 2022 were 2.3% for the Waterloo-Cedar Falls Metropolitan Area, 3.0% in Iowa, and 3.3% in the U.S.

Parking Activity

Enforcement

890 Parking citations issued.

\$11,250.00 Citations paid.

Collection Efforts

\$ 3,845.00 Collections from delinquent parking accounts.

\$ 2,050.00 Vehicle immobilizations (41 vehicles).

Permits

\$ 3,707.00 Parking permits issued (57).

The 2nd Street East lot and 2nd Street West lots in the Cedar Falls Downtown District were restriped in May.

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

Library Activity

Usage Statistics	March 2022	April 2022	April 2021
Customer Count	13,015	12,559	6,633
Circulation	36,827	35,109	28,047
Event Attendance	1,175	1,463	2,363

Special events in May included the following:

- Gardening Class: Cedar Falls Seed Library Seedling & Seed Swap
- Did You Know? A program about the history of Juneteenth with special presenters Dr. Belinda Creighton-Smith and LaTanya Graves
- Retirement seminar with Mike Finley, continued
- Youth book discussion groups for 3rd through 6th graders

Community Center Activity

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

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

May-22

Total for Month
\$8,729,237.00
Total for Fiscal Year
\$84,205,685.00
Total Same Month - LAST YEAR
\$8,176,484.00
Total for Fiscal Year - LAST YEAR
\$174,645,499.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	5	0	\$1,089,000.00	\$8,101.00	76	0	\$21,975,307.00	\$162,156.65
Multi-Family New Construction								
Res Additions and Alterations	100	0	\$1,466,672.00	\$24,217.00	715	0	\$10,522,509.00	\$165,525.40
Res Garages	2	0	\$127,000.00	\$1,546.00	45	0	\$1,178,427.00	\$15,235.00
Commercial/Industrial New Construction	1	0	\$5,128,855.00	\$23,238.00	6	0	\$35,949,227.00	\$159,972.50
Commercial/Industrial Additions and Alterations	9	0	\$615,999.00	\$5,891.50	104	0	\$14,027,410.00	\$83,214.45
Commercial/Industrial Garages					1	0	\$85,000.00	\$1,542.00
Churches	1	0	\$225,000.00	\$1,796.00	3	0	\$256,900.00	\$2,319.00
Institutional, Schools, Public, and Utility	2	0	\$76,711.00	\$855.00	12	0	\$210,905.00	\$2,757.00
Agricultural/Vacant								
Plan Review	10	0	\$0.00	\$20,669.00	88	0	\$0.00	\$146,526.00
Total	130	0	\$8,729,237.00	\$86,313.50	1050	0	\$84,205,685.00	\$739,248.00

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

May-22

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	52	0	\$0.00	\$5,210.40	525	0	\$0.00	\$47,667.00
Mechanical	104	0	\$0.00	\$8,804.00	872	0	\$0.00	\$77,578.00
Plumbing	97	0	\$0.00	\$7,699.00	756	0	\$0.00	\$62,467.50
Refrigeration	1	0	\$0.00	\$60.00	8	0	\$0.00	\$870.00
Total	254			\$21,773.40	2161			\$188,582.50

Constructor Registrations	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical					5	0	\$0.00	\$750.00
Mechanical					2	0	\$0.00	\$300.00
Plumbing					6	0	\$0.00	\$900.00
Refrigeration								
Total	0			\$0.00	13			\$1,950.00
Building Totals	130	0	\$8,729,237.00	\$86,313.50	1050	0	\$84,205,685.00	\$739,248.00
Grand Total	384	0	\$8,729,237.00	\$108,086.90	3224	0	\$84,205,685.00	\$929,780.50

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

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on May 11 and May 25.

May 11, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
Midwest Development Co.	Wild Horse Ridge Fifth Addition Final Plat (Case #FP22-001)	Approval	Approved
May 25, 2022 Meeting			
Applicant	Project	Recommendation	Action Taken
City of Cedar Falls	West Viking Road Industrial Park Phase V Final Plat (FP22-003)	Approval	Approved
Echo Development/Brent Dahlstrom Money Pit, LLC and Waterbury Property Investors, LLC	Minor Revisions to the Preliminary Plat for West Fork Crossing (PP22-003)	Approval	Approved
Cedar Falls City Council	Zoning Text Amendment – P&Z review of certain site plans in the CD-DT (TA22-003)	Discuss and set date of public hearing	Public hearing set for June 8, 2022

Group Rental Committee – Meetings were held on May 3 and May 17.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
1020 Floral Court	1	Safiah Elahi	3/unit	2/unit	5/3/2022	
604 W Seerley	3	Jeff Coorer	3/unit 3/unit, and 3/unit	Pending	5/17/2022	
1407 W 4th Street	1	Chris Messner	3/unit	Pending	5/17/2022	
320 W 4th Street	2	Nicholas Hellman	3/unit and 3/unit	3/unit and 2/unit	5/17/2022	
1522 Spring brook	1	Mitesh and Ami Patel	3/unit	3/unit	5/17/2022	

Board of Rental Housing Appeals – No meeting was held.

Board of Adjustment – No meeting was held.

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	5/3/22	Staff from Public Safety discussed the Bicycle Registration Program which is not really active at the moment. They have hundreds of recovered bikes in storage with no tags or ownership records. Planning staff will follow up with Admin to see what registration activity is still happening if at all. Our rep from INRCOG demonstrated the Interactive Cedar Valley Trails Map. The committee discussed the Bike Plan and alternative routes to 12 th and 18 th . They settled on wayfinding signage for 20 th and 19 th as an alternative route to 18 th . The Earth Day Trail Cleanup was a big success.
College Hill Partnership	5/9/22	Election of officers: Hannah Crisman, President; Chris Martin, Vice-President; Treasurer, Angela Johnson. No volunteers for secretary at this meeting. Reports from Light-Up College Hill Committee that they plan to apply for Destination Iowa Grant with Signs and Designs providing conceptual image of lighted entranceway sign. Discussed meeting protocol and some changes to bylaws. No executive director will be hired at this time.
Historic Preservation Commission	5/10/22	Rosemary Beach attended to advocate for saving the Seerley House on UNI Campus. Commission provided update on the ongoing educational project for setting up house tour around Overman Park Neighborhood, planning to do the event in July. They are still working on a map and brochure for the public to reference for that tour. For College Hill the commission settled on doing a scavenger hunt project where participants would attempt to find the location of a building based on historical photos.
Housing Commission	5/17/22	Continued to discuss the Council Goals related to housing and the City's website. Discussed the Housing Needs Assessment and the timeline proposed.
Community Main Street Design Committee	5/20/22	Discussed the Main Street Iowa Challenge Grant and potential projects in the downtown that may qualify. Projects that were discussed include: 2 nd State Rooftop, Lotus & Lou, and

the Scratch Building. Discussed and refined the questionnaire for the application. Flower baskets arrived and will be put up soon.

LAND USE INQUIRIES AND PERMITTING

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

OTHER PROJECTS FOR MAY INCLUDED:

- The project to update the Cedar Falls Bicycle Plan is now concluded. The Plan was approved by Council on May 16.
- The Bicycle and Pedestrian Advisory Committee is in consideration to become an official board or commission. Staff is preparing information to present to Council on the matter.
- The Cedar Falls Resilience Plan was presented at the Community Relations and Planning Committee on May 16, 2022.
- Work on updating the design and project bids for the Cedar River Recreation Project is continuing.
- Ongoing effort to address enforcement of rental paving ordinance.
- Various enforcement actions related to zoning and rental code violations.
- Requests for asbestos testing for the structures in the North Cedar Hazard Mitigation area were sent out.

ECONOMIC DEVELOPMENT:

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with several existing businesses regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Met with a Cedar Falls business regarding future expansion plans.
- Continued working with Grow Cedar Valley on a new Livability Magazine annual publication for Cedar Falls and the Cedar Valley.
- Processed several annual tax rebate payments for businesses with active rebate agreements.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Attended annual Business and Industry Awards banquet celebrating investment/expansion by local businesses in Cedar Falls.
- Began drafting contracts with Community Main Street, College Hill Partnership, and Grow Cedar Valley for FY23 funding grants.
- Attended Iowa DEV22 economic development conference in Coralville, Iowa.

CDBG

- Work with INRCOG on administering the funds for projects and services agencies based on the recently updated Annual Action Plan.
- Continue to monitor sub-recipients of CARES ACT funds through the CDBG program.
- Begin work with INRCOG on FFY 22 Annual Action Plan.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	504	Rent Subsidies (HAP payments)	\$98,290
New Applications Taken	14	Utility Payments	\$ 1,139
Units under Contract	202	Admin Fees	\$ 14,844
Initial Vouchers Issued	1		
Current Open Vouchers	5	Lease Up Goal	220
New Admissions	1		

Ongoing

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist

ADD A DOLLAR REPORT

There was one application received for utility assistance in May. There was a balance of \$41,760.24 as of May 31, 2022

RECREATION & COMMUNITY PROGRAMS

Monthly Report for May

Administrative:

- Window Sun shades were upgraded along Main St.
- The major air ducts in the two main gyms in the Rec Facility were cleaned.
- Hired two new front desk staff at the Rec Center, still looking for summer and fall help.
- Birdsall Concession building was repainted, tuck pointed and rekeyed.

Aquatics:

- The Totem Pole structure was taken down by Public Works staff due to safety concerns. It was replaced with custom designed circular bench.
- The bridge going over the Lazy River was updated with new outdoor decking and spindles replace a rope railing worn out by the elements over time.
- There were a few issues in starting up The Falls Aquatic Center for the year.
 - We had delays in filling the pools due to broken 8-inch pipe for the lap pool and a 2-inch pipe for the zero depth pool.
 - There were set-backs installing all of the motors.
 - The delays resulted in the pools being filled about 5 days behind schedule.
 - Staffing issues are becoming more of a concern.
 - Typically hire 38 guards, we are currently running with 27.
 - We are still one instructor short but that is being covered with our Head Instructor up at Holmes Jr. High.
 - We are two maintenance workers short of our ideal scheduling plan.

Participation	Indoor Pools	Falls
Swim Passes Sold		753
Open Recreational Swimming/Lap Swimming	496	4,559
Aquatic Program Usage (swim clubs, lessons, lifeguarding, staff training)	1,545	403

Recreation Programs:

- Summer Staff was selected and began onboarding process.
- Adult Softball Leagues started.
- We had 650 usage hours for rentals, programs, and school ball field usage.

Program	Monthly Participation
Coach Pitch Baseball	664
Coach Pitch Softball	288
3 rd & 4 th Grade Travel Team Softball	195
3 rd & 4 th Grade Travel Team Baseball	546
5 th & 6 th Grade Travel Team Baseball	195
Adult Bags League	56
Men's Softball League	456
Mixed League Softball	216
Church League Softball	195

Fitness/Wellness:

- We kicked off our outdoor fitness classes downtown at the plaza in May and have received a lot of great feedback from happy community members!

Fitness/ Wellness	Monthly Participation
Classes Offered	187
Fitness Class Attendance	1,559
Personal Training Sessions	85
Massages: (returning in June)	0
Child Care	46
Facility Rentals	6
Shelter Rentals	67
Beach House Rentals	16

CEDAR FALLS TOURISM & VISITORS BUREAU Monthly Report - May 2022



MEETINGS/CONVENTIONS/SPORTS

- Cedar Falls hosted the GiANT North American Dealers Conference (a Bring It Home event), IGHSAU State Golf (2A), Crown Victoria Association and three other conferences and events in May for an estimated economic impact of \$158,218 for events that had bureau engagement.
- Staff assisted the Iron Sharpens Iron wrestling camp secure a Meet In Iowa grant through the state.
- Staff secured one conference for 2023 and one convention for two years - 2024 - 2025.
- Staff sent six proposals for events in 2022-2023, generated six new leads, and hosted two in-person site visits.
- Promoted the GiANT North American Dealers Conference with a Channel 15 video.



LEISURE

- Spring digital ad campaigns focusing on outdoor recreation are performing well and bringing traffic to cedarfallstourism.org, especially from Minnesota and Wisconsin, two states targeted with grant funds.
- The Cedar Falls Beer Trail 2022 Kick-Off is was May 21 with new passport, app and map as part of Spectrum JamFest.
- Promoted Cedar Falls Beer Trail on May 21 at Spectrum JamFest.
- Prairie Pathway Kiosk installation planned for late May, with ribbon cutting in June.
- Registered four trail events, notifying all jurisdictions.
- Berhens-Rapp Station open for seasonal visitor information.
- Updated website with June Festivals blog and Exhibits information.
- Awarded Cedar Falls Tourism Torch Awards in May to Iowa 7v7 Football, Mike Cunningham, River Place Plaza and George's Local.



COLLABORATION

- Hosted a visit to Cedar Falls by Debi Durham, IEDA and Amy Zieger, Iowa Tourism Office.
- Hosted Spring Social for tourism volunteers.
- Attended Mayor's Volunteer Awards where Lois Wishmeyer, a tourism volunteer, was honored.
- Published Hospitality Highlights newsletter x5, Weekender newsletter and Notify Me posts x4.
- Attended Cedar Valley Sports Commission meeting.
- Attended Iowa Travel Industry Partners board & committee meetings and webinars.
- Assisted with planning of Sturgis Falls Kids Parade.
- Now selling College Hill and Community Main Street gift cards at Visitor Center.

GROUP TOUR

- Hosted a motorcoach group on May 24 that visited sites in Cedar Falls including Main Street businesses, Barn Happy, Oster Regent Theatre and Black Hawk Hotel.

	May 2022	April 2022	May 2021 (last year)
Visitor Center Traffic	597	414	502
Website Traffic	17,907	17,937	8,024
CedarValley365.com Users	1,374	1,291	1,470
Facebook - Visitor Center	9,207	9,197	9,061
Instagram	2,218	2,193	2,023
LinkedIn – B2B audience	428	407	281
Facebook – B2B audience	666	644	518
Digital Ad Campaign Impressions	1,670,814	1,712,013	n/a
Visitor Guide Distribution	3,852	1,557	1,230
Volunteer Hours	42	85	38

Respectfully Submitted,



Jennifer Pickar, Tourism and Cultural Programs Manager

CEDAR FALLS CULTURAL PROGRAMS

Monthly Report | May 2022



- The Cultural Programs Supervisor position is open and 20 applications were received and are going through the Civil Service process.
- The Hearst held opening receptions for three exhibitions in May, including Cedar Falls Student Art Exhibition, Hearst Photo Club Photography Show, and *Daydreams: Selected Works by Jerry Nissen*.
- Preparation began for the next exhibit, *DEAN SCHWARZ AND FAMILY AND FRIENDS*, June 4–July 17. This exhibition features a tribute film to present in the gallery by professor emeritus Roy Behrens.
- Staff assisted the Public Art Committee with the upcoming installation of artwork on River Plaza Place and a new student sculpture on Main Street, along with an upcoming RFP for a mural project on the Main Street Bridge underpass.
- Staff served on the committee to select the next Hartman Visiting Artist.
- The Hearst programs staff hosted five musical events and concerts, a virtual artist talk and the first Bio Diversity celebration.
- Promotion of Hearst summer events and live music is underway through social media, newsletters, radio ads and billboards.
- The Hearst education staff is planning for summer camps – all of which are sold out with waiting lists and made plans for activities at Neighborhood Block Parties and Movies Under the Moon.
- In addition the education team attended one Family Fun Night at an area elementary schools, held four Messy Morning sessions, and Spectrum Project/ Beer Trail Kick Off at Plaza.
- Ceramics staff held four wheel throwing sessions.
- The Art & Culture Board continued discussion to move Hearst expansion plans forward. A presentation to council is planned for this summer.



Installation of Dean Schwartz Exhibit

Bio Diversity Celebration & Spectrum Project Event



	Last Month	This Month	Last Year
Hearst Center Usage Statistics	April FY22	May FY22	May FY21
In-Person and Virtual Attendance*	2237	2397	1932
Public Programs Offered**	13	8	9
Exhibition walk-in Viewers	363	400	327
Classes/Workshops Offered***	15	15	12
Rentals/Birthday Parties	6/1	7/2	2/0
Volunteers/# of Hours	4/12	8/19	4/28
Facebook Views	66247	74072	44891
Facebook Followers	2705	2758	2432
Instagram Followers	1022	1021	853
Ads, videos, press releases, articles	5	4	5
Friends Members/new or renewed	285/54	296/12	293/13

*includes door counter, estimated garden attendance, and virtual program attendance. Does NOT include views of recorded material; **includes on-site and virtual programs; ***includes themed take-home kits and virtual classes/workshops

Respectfully submitted,

Jennifer Pickar

Jennifer Pickar, Tourism & Cultural Programs Manager

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

Item 7.

Type	Project No.	Project	Description	Status	Budget	Contractor/ Developer
Bridge	BR-000-3259	2022 Bridge Inspections	Inspections	Final Out Remains	\$40,000	Foth
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Design	\$1,160,000	AECOM
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Parking	TBD	College Hill Parking	Resurfacing	Out for Bid	\$150,000	Engineering Division
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Letting	\$800,000	Water Reclamation/ Snyder
Santiary	RC-000-3240	27th Street Improvements (Sanitary)	Reconstruction	Final Out Remains	\$270,000	AECOM/Pirc Tobin
Santiary	SA-000-3297	2022 CDBG Santiary Sewer Rehab	Sanitary Sewer	Letting	\$250,000	Engineering/Water Rec
Sidewalk	SW-000-3223	2021 Sidewalk Infill and Trails	Sidewalks & Trails	Construction Underway	TBD	Engineering Division
Sidewalk	SW-000-3266	2021 Sidewalk Repair and Infill	Sidewalks & Trails	Construction Underway	\$157,876	Cobalt/Engineering Division
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Design	TBD	Engineering Division
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Trails	Punch List Remains	\$181,492	OEL/Engineering Division
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Punch List Remains	\$510,299	Engineering Division/Snyder
Stabilization	MC-091-3218	Mandalay Slope Stabilization	Slope Stabilization	Final Out Remains	TBD	Snyder
Storm Water	ST-000-3252	2021 Permeable Alley	Storm Water	Final Out Remains	\$107,500	Engineering Division Benton's
Storm Water	ST-077-3146	Clay Street Park	Storm Water	Final Out Remains	\$273,000	Snyder/Foth/ Benton's S&G
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Out for Bid	\$108,647	Engineering Division
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Active	\$2,450,000	Snyder K. Cunningham
Streets	RC-000-3230	2022 Street Construction	Street Repair	Beginning Soon	\$3,266,000.00	Engineering Division PCI
Streets	RC-173-3228	Greenhill Road & South Main Intersection Improvements	Reconstruction	Construction Planned to Begin April 2022	\$3,400,000	Shive Hattery
Streets	RS-000-3275	2021 CFU Street Patching Project	Street and Sidewalk Repair	Construction underway	\$161,198	Boulder Contracting/Engineering Division/CFU

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - MAY 2022**

Project No.	Project Title	Description	Status	Budget	Contractor/ Developer
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus	New Subdivision	Final Out Remains	-----	New Aldea/Fehr Graham
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Final Out Remains	-----	CGA
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-442-3121	Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
SU-282-1904	Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-345-3186	Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-197-3134	Prairie Winds 4th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-173-3138	Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-445-3020	Wild Horse 4th Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
TBD	West Fork Crossings	New Subdivision	Preliminary Plat/Plan Review	-----	ISG

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

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
918 Viking Road	918 Viking Road	Approved	-----	Dahlstrom	Active
Creekside Condos	Cedar Heights/Valley High	To Be Submitted	Approved	Larson/Fehr Graham	Under Review
Dupaco CCU	126 Brandilynn Blvd	Approved	Approved	Dupaco/VJ	Active
Greenhill Village Car Wash	1125 Fountains Way	Approved	-----	Owner/Robinson Eng	Active
Greenhill Village Estates	4705 Algonquin Drive	Approved	Approved	Peters/Axiom	Active
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
Mercy Health OBGYN	Bluebell Rd	Approved	Approved	Mercy/CGA	Active

Department of Public Works

Operations and Maintenance Division

Monthly Report for May 2022

Streets Section:

- Pot hole repairs were performed throughout the month
- Street sweeping operations continue
- Repaired several damaged sidewalk panels in various locations due to felling trees
- Replaced several vented sanitary manhole castings with solid covers to prevent storm water inflow
- Replaced several intake tops in 2nd St east municipal parking lot.

Traffic Operations:

- 176 traffic control signs and labels were repaired or replaced
- Repaired preemption at Viking & Hudson intersection
- Managed repair of Nordic Dr. & Ridgeway Ave. signalized intersection

Fleet Maintenance:

- 1,140 transactions were recorded through the City's fuel dispensing sites
- Used 14,737 gallons of fuel (6,636 ethanol, 8,101 diesel)
- 122 work orders were processed through the fleet section for the month
- Maintained all city fleet as normal for the month

Public Buildings:

- Worked with contract service to solve deficiencies in service and to provide supplies and recyclable material collections
- Completed public building sidewalk safety assessments
- Installed new drinking fountain and bottle filler at the Falls Aquatic Center

Parks:

- Removed 41 trees on city right of way that were dead or in decline
- Cleaned recreation trails
- Repaired issues with irrigation systems
- Prepared cemeteries for memorial day weekend
- Routine park maintenance and cleaning
- Continue mowing of all areas

Cemetery:

- Performed nine (9) interments – One (1) Saturday service
- One(1) space sold in Greenwood Cemetery, eight (8) in Fairview Cemetery

Refuse:

- 662 tons of residential solid waste was collected. Total of 679 three yard container dumps were recorded. Crews responded to 92 residential bulk item collections
- Crews collected 170tons of yard waste from curbside cart collection
- The Transfer Station hauled 74 loads of solid wasted to the Black Hawk County Landfill totaling 1,100 tons.
- A total of 125 tons of household recyclable material was collected for the month

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION DIVISION
MONTHLY REPORT - MAY 2022

PLANT OPERATIONS

Plant performance was good for May, meeting all required discharge permit limits.

PROJECTS

Staff have been working on several pump replacement projects at the plant and at lift stations throughout the collection system. As parts and equipment become available we have completed several projects in the last several weeks.

A large portion of the annual slip lining project was completed in May. The contractor will have some follow-up work to complete in June but the project is approximately 90% complete.

BIOSOLIDS

We were able to process 139,700 gallons through our belt filter press system for application later. Another 200,000 gallons of liquid biosolids was applied to the City owned farm.

A total of 3.95 tons of gritty, inorganic solids were hauled to the landfill.

SEWER COLLECTION SYSTEM CALLS AND SERVICE

Staff processed 548 requests for utility locates in construction areas for the Iowa One Call system. Of that, 114 were pertinent and required a sewer line to be located.

We had six after-hours calls for lift station problems. Issues were resolved quickly with no overflows or back-ups occurring.

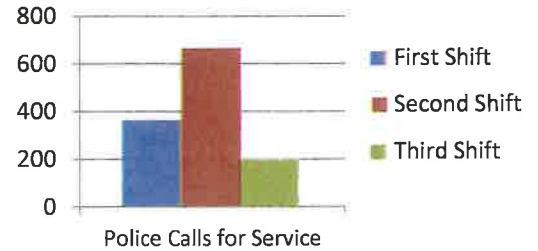
In May we responded to six calls for sewer problems, with no issues found in the City's main. Each issue was related to problems with the house's service line, which is not part of the City's infrastructure and cannot be resolved by the City.

We cleaned 18,545 feet (3.5 miles) of sanitary sewer lines in May. The camera equipment we use for inspections of mains was at the manufacturers for upgrades and repairs and was unavailable for use in May.

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

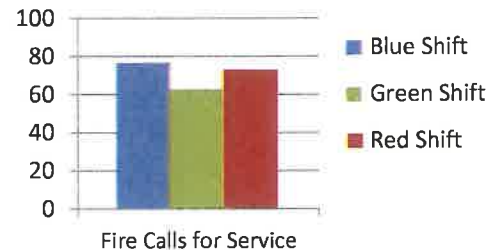
CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	365	667	199
Traffic Stops	103	193	202
Arrests	11	24	32
Accidents	28	55	7



CEDAR FALLS FIRE

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	77	63	73
Fire	3	1	2
Rescue/Medical	51	47	50
Service Call	4	2	2
Good Intent	9	6	5
False Alarm/Call	5	5	6
Hazardous Condition	5	2	5
Weather/Disaster			1
911 Citizen Complaint			2



POLICE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Group A Serious Crimes	108	100	131	125	110							
Group B Other Crimes	74	52	41	57	78							
Traffic Accidents	98	113	88	78	85							
Other Calls	1582	1213	1308	1378	1389							
CFS Totals	1862	1478	1568	1638	1662							

Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Group A Serious Crimes	1570	1468	1469	1702	1467	1437	1407	1681	
Group B Other Crimes	620	674	579	613	683	661	565	745	
Traffic Accidents	708	734	790	720	774	613	228	1030	
Other Calls	15,421	13,828	12,573	13,244	13,936	14,819	14,590	15,856	
CFS Totals	18,319	16,704	15,411	16,279	16,860	17,530	16,790	19,312	

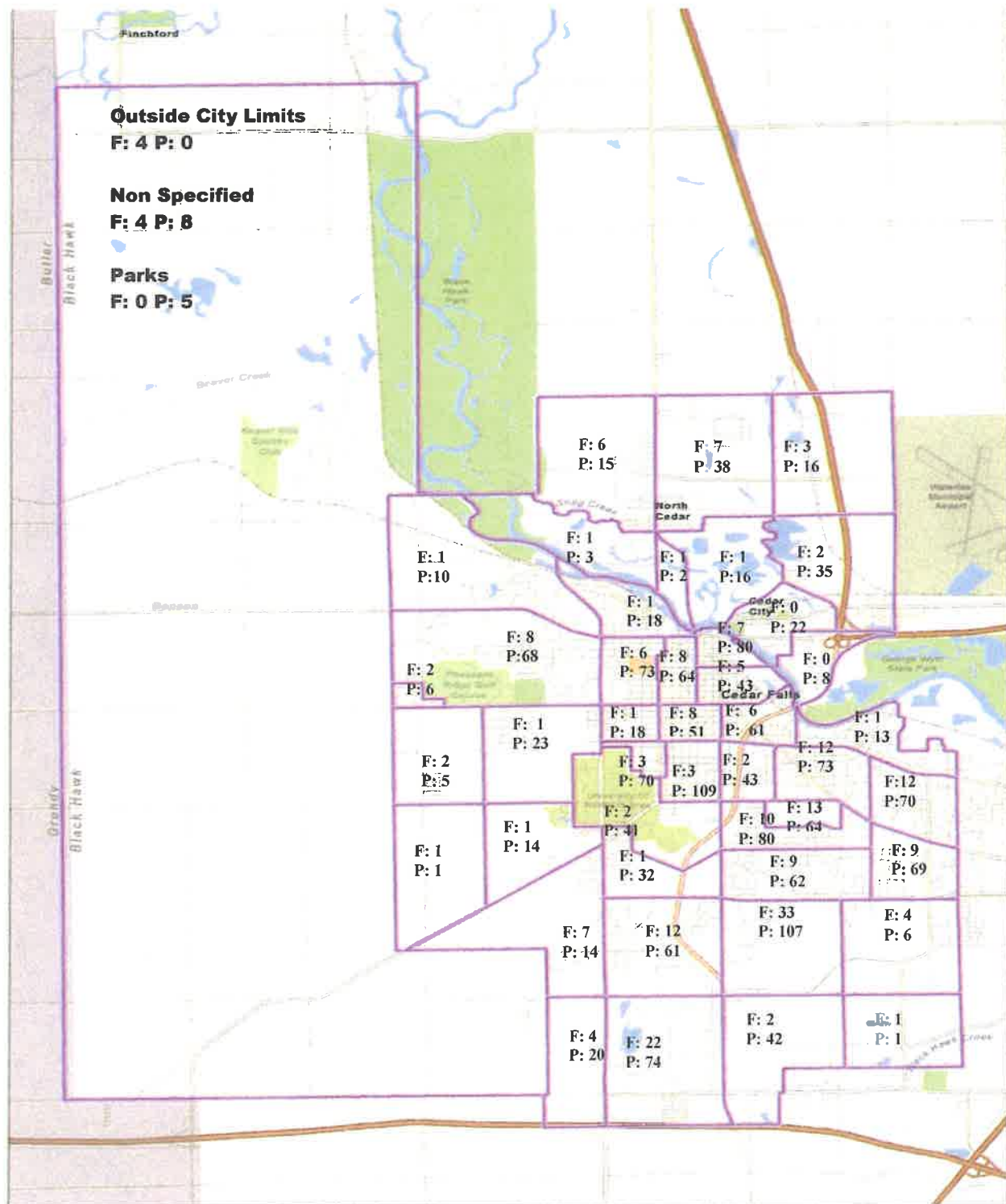
FIRE RESCUE CALLS FOR SERVICE

Type of Incident (Monthly)	Jan '22	Feb '22	Mar '22	Apr '22	May '22	Jun '22	Jul '22	Aug '22	Sep '22	Oct '22	Nov '22	Dec '22
Medical & Rescue	133	126	98	112	148							
Cancelled, False Alarms, Good Intent	41	38	56	34	36							
Fire, Heat, Hazard, Weather Related & Other	28	27	18	24	29							
Totals	202	191	172	170	213							

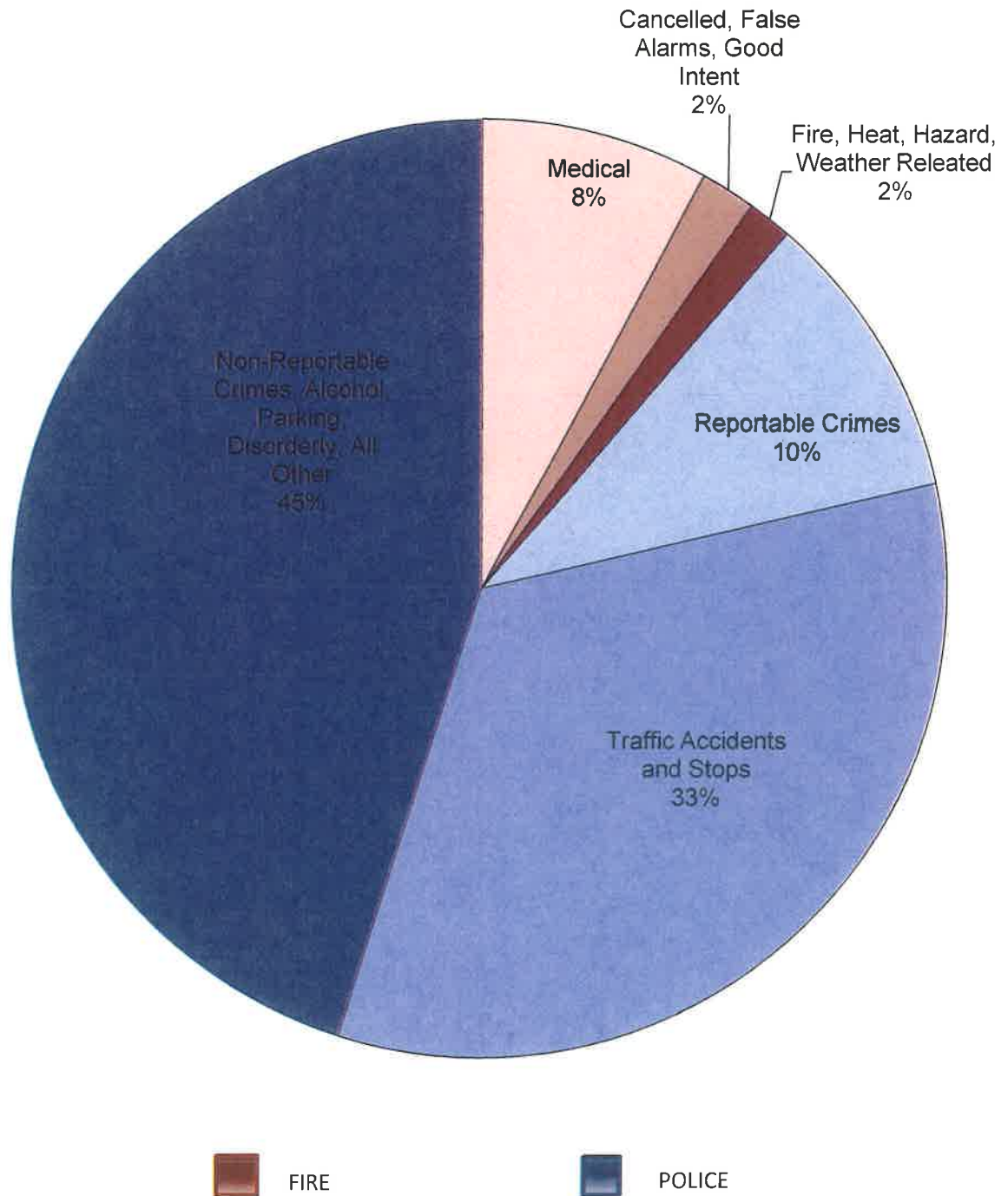
Type of Incident (per year)	2014	2015	2016	2017	2018	2019	2020	2021	2022
Non-Medical CFS	948	840	911	900	772	841	783	758	
Rescue / EMS Related	1051	1367	1570	1437	1022	1272	1328	1541	
Totals	1999	2207	2481	2337	1794	2113	2111	2299	

POLICE STATISTICS:	May 2022	Total 2022
Group A Crimes		
Murder/NonNeg Manslaughter	0	1
Kidnapping/Abduction	0	1
Forcible Rape/Sodomy/Fondling	3	14
Robbery	0	2
Assault	12	88
Arson	0	0
Extortion/Blackmail	0	1
Burglary/B&E	6	35
Theft	41	208
Motor Vehicle Theft	10	27
Counterfeit/Forgery	5	25
Fraud	10	65
Embezzlement	0	0
Stolen Property	3	8
Vandalism	10	62
Drug Offenses	5	23
Porno/Obscene Material	0	1
Op/Pro/Asst. Gambling	0	0
Weapon Law Violation	0	4
Group B Crimes		
Bad Checks	0	0
Disorderly Conduct	5	12
Driving Under Influence	7	64
Drunkeness	10	44
Non-Violent Family Offense	0	1
Liquor Law Violation	2	5
Runaway	2	5
Trespassing	1	9
All Other Offenses	51	135
Group A Total:	110	610
Group B Total:	78	276
Total Reported Crimes:	188	886
Traffic Accidents		
Fatality	0	0
Personal Injury	13	45
Hit and Run	14	99
Property Damage	58	332
Total reported Accidents	85	476
Calls for Service	1662	8208
Total Arrests	66	307

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (May)



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Craig Berte, Public Safety Services Director
Mark Howard, Acting Police Chief
Date: June 27, 2022
Re: Beer/Liquor License Applications

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

Name of Applicants:

- a) Dollar General Store, 2921 Center Street, Class C beer & Class B wine - renewal.
- b) Chuck E. Cheese's, 5911 University Avenue, Special Class C liquor - renewal.
- c) Amvets, 1934 Irving Street, Class A liquor & outdoor service - renewal.
- d) Texas Roadhouse, 5715 University Avenue, Class C liquor - renewal.
- e) Panther Travel Center, 1525 West Ridgeway Avenue, Class E liquor – renewal.
- f) Wal-Mart, 525 Brandilynn Boulevard, Class E liquor - renewal.
- g) Buffalo Wild Wings, 6406 University Avenue, Class C liquor & outdoor service – change in ownership.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 27, 2022
SUBJECT: 2022 Bond Sales

On July 18th, the City is scheduled to sell General Obligation Capital Loan Notes for various purposes and projects (the list was provided in the council packet for the 6/6/22 council meeting). The attached resolution directs the notice of the sale and allows for electronic bidding procedure for the sale.

Also attached is the Preliminary Official Statement (POS) that was emailed out ahead of time to Council members for review. This POS includes various financial information about the City and is subject to Federal Securities Law regulation. Staff has worked with Public Financial Management, our financial advisors and Ahlers Cooney Law Firm, our bond counsel to prepare this document.

If you have any questions regarding the bond sale, please feel free to contact me.

ITEMS TO INCLUDE ON AGENDA

CITY OF CEDAR FALLS, IOWA

\$3,860,000 General Obligation Capital Loan Notes, Series 2022

- Resolution directing the advertisement for sale and approving electronic bidding procedures and Official Statement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

July 5, 2022

The City Council of the City of Cedar Falls, State of Iowa, met in Regular session, in the Council Chambers, 528 Main Street, Cedar Falls, Iowa, at 7:00 P.M., on the above date. There were present Mayor Pro Tem Harding, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF \$3,860,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022, AND APPROVING ELECTRONIC BIDDING PROCEDURES AND OFFICIAL STATEMENT" and moved its adoption. Council Member _____ seconded the Resolution 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 DIRECTING THE ADVERTISEMENT FOR
SALE OF \$3,860,000 GENERAL OBLIGATION CAPITAL
LOAN NOTES, SERIES 2022, AND APPROVING
ELECTRONIC BIDDING PROCEDURES AND OFFICIAL
STATEMENT**

WHEREAS, the Issuer is in need of funds to pay costs of City capital projects, including opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; and equipping the fire department, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$3,200,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; and expanded public infrastructure, related amenities and site improvements, general corporate

purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$600,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the City is in need of funds to pay costs of City capital projects, including acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project, general corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$700,000 be authorized for said purpose(s); and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Notes for these purposes do not exceed \$700,000; and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.26 of the Code of Iowa, the Council of the City has held public meeting and hearing upon the proposal to institute proceedings for the issuance of Notes for general corporate purpose(s) in the amounts as above set forth, and, no petition for referendum having been received, the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, it is hereby found and determined that the various general obligation notes authorized as hereinabove described shall be combined for the purpose of issuance in a single issue of \$3,860,000 General Obligation Capital Loan Notes as hereinafter set forth; and

WHEREAS, in conjunction with its Municipal Advisor, PFM Financial Advisors LLC, the City has caused an Official Statement to be prepared outlining the details of the proposed sale of the Notes; and

WHEREAS, the Council has received information from its Municipal Advisor evaluating and recommending the procedure hereinafter described for electronic internet bidding to maintain the integrity and security of the competitive bidding process and to facilitate the delivery of bids by interested parties; and

WHEREAS, the Council deems it in the best interests of the City and the residents thereof to receive bids to purchase such Notes by means of both sealed and electronic internet communication.

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

Section 1. That the receipt of electronic bids by and through the Parity Competitive Bidding System described in the Notice of Sale and Official Statement are hereby found and determined to provide reasonable security and to maintain the integrity of the competitive bidding process, and to facilitate the delivery of bids by interested parties in connection with the offering at public sale.

Section 2. That General Obligation Capital Loan Notes, Series 2022, of City of Cedar Falls, State of Iowa, in the amount of \$3,860,000, to be issued as referred to in the preamble of this Resolution, to be dated August 31, 2022, be offered for sale pursuant to the published advertisement.

Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the Mayor and City Clerk, upon the advice of bond counsel and the City's Municipal Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. That the Clerk is hereby directed to publish notice of sale of the Notes at least once, the last one of which shall be not less than four clear days nor more than twenty days before the date of the sale. Publication shall be made in the "Waterloo-Cedar Falls Courier", a legal newspaper, printed wholly in the English language, published within the county in which the Notes are to be offered for sale or an adjacent county. The notice is given pursuant to Chapter 75 of the Code of Iowa, and shall state that this Council, on the 18th day of July, 2022, at 7:00 P.M., will hold a meeting to receive and act upon bids for said Notes, which bids were previously received and opened by City Officials at 11:00 A.M. on said date. The notice shall be in substantially the following form:

(To be published on or before July 12, 2022)

NOTICE OF NOTE SALE

Time and Place of Sealed Bids: Bids for the sale of Notes of the City of Cedar Falls, State of Iowa, hereafter described, must be received at the office of the Director of Finance and Business Operations, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613; Telephone: 319-273-8600 (the "Issuer") before 11:00 A.M., on the 18th day of July, 2022. The bids will then be publicly opened and referred for action to the meeting of the City Council in conformity with the TERMS OF OFFERING.

The Notes: The Notes to be offered are the following:

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES
2022, in the amount of \$3,860,000*, to be dated August 31, 2022
(the "Notes")

*Subject to principal adjustment pursuant to official Terms of Offering.

Manner of Bidding: Open bids will not be received. Bids will be received in any of the following methods:

- Sealed Bidding: Sealed bids may be submitted and will be received at the office of the Director of Finance and Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613.
- Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance & Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613, or at the office of PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The bids must be submitted through the PARITY® competitive bidding system.

Consideration of Bids: After the time for receipt of bids has passed, the close of sealed bids will be announced. Sealed bids will then be publicly opened and announced. Finally, electronic internet bids will be accessed and announced.

Sale and Award: The sale and award of the Notes will be held at the Community Center, 528 Main Street, Cedar Falls, Iowa at a meeting of the City Council on the above date at 7:00 P.M.

Official Statement: The Issuer has issued an Official Statement of information pertaining to the Notes to be offered, including a statement of the Terms of Offering and an Official Bid Form, which is incorporated by reference as a part of this notice. The Official Statement may be obtained by request addressed to the Director of Finance and Business Operations, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613; Telephone: 319-273-8600 or the Issuer's Municipal

Advisor, PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, Telephone: 515-724-5724.

Terms of Offering: All bids shall be in conformity with and the sale shall be in accordance with the Terms of Offering as set forth in the Official Statement.

Legal Opinion: The Notes will be sold subject to the opinion of Ahlers & Cooney, P.C., Attorneys of Des Moines, Iowa, as to the legality and their opinion will be furnished together with the printed Notes without cost to the purchaser and all bids will be so conditioned. Except to the extent necessary to issue their opinion as to the legality of the Notes, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Notes.

Rights Reserved: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

By order of the City Council of the City of Cedar Falls, State of Iowa.

Jacqueline Danielsen, City Clerk
City of Cedar Falls, State of Iowa

(End of Notice)

PASSED AND APPROVED this 5th day of July, 2022.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Cedar Falls, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
COUNTY OF BLACK HAWK) SS
)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Cedar Falls, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF BOND SALE (\$3,860,000 General Obligation Capital Loan Notes, Series 2022)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo-Cedar Falls Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2022.

WITNESS my official signature this _____ day of _____, 2022.

City Clerk, City of Cedar Falls, State of Iowa

(SEAL)

02069273-1\10283-185

New Issue**Rating: Application Made to Moody's Investors Service**

Assuming compliance with certain covenants, in the opinion of Ahlers & Cooney, P.C., Bond Counsel, under present law and assuming continued compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for purposes of the federal alternative minimum tax. The Notes will be designated as "qualified tax-exempt obligations". See "TAX MATTERS" section herein for a more detailed discussion.

CITY OF CEDAR FALLS, IOWA**\$3,860,000* General Obligation Capital Loan Notes, Series 2022**

BIDS RECEIVED: Monday, July 18, 2022, 11:00 A.M., Central Time

AWARD: Monday, July 18, 2022, 7:00 P.M., Central Time

Dated: Date of Delivery (August 31, 2022)

Principal Due: June 1, as shown inside front cover

The \$3,860,000* General Obligation Capital Loan Notes, Series 2022 (the "Notes") are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and an authorizing resolution (the "Resolution") to be adopted by the City Council of the City of Cedar Falls, Iowa (the "City"). The Notes are being issued to provide funds to pay the costs of carrying out essential corporate purpose projects, including the opening, widening, extending, grading and draining of the rights-of-way of streets, highways, avenues, alleys and public grounds and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the fire department; the acquisition, construction, reconstruction, enlargement, improvement and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; expanded public infrastructure and related amenities and site improvements; the acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project.

The Purchaser of the Notes agrees to enter into a loan agreement (the "Loan Agreement") with the City pursuant to the authority contained in Sections 384.24A and 384.25 of the Code of Iowa. The Notes are issued in evidence of the City's obligations under the Loan Agreement. The Notes are general obligations of the City for which the City will pledge its power of levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Notes.

The Notes will be issued as fully registered Notes without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository for the Notes. Individual purchases may be made in book-entry-form only, in the principal amount of \$5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Notes purchased. Principal of the Notes, payable annually on each June 1, beginning June 1, 2024 and interest on the Notes, payable initially on June 1, 2023 and thereafter on each December 1 and June 1, will be paid to DTC by the City's Controller/City Treasurer (the "Registrar"). DTC will in turn remit such principal and interest to its participants for subsequent disbursements to the beneficial owners of the Notes as described herein. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar on the 15th day of the month preceding such interest payment date (the "Record Date").

THE NOTES WILL MATURE AS LISTED ON THE INSIDE FRONT COVER

MINIMUM BID:	\$3,821,400
GOOD FAITH DEPOSIT:	\$38,600 Required of Purchaser Only
TAX MATTERS:	Federal: Tax-Exempt State: Taxable See "TAX MATTERS" section for more information.

The Notes are offered, subject to prior sale, withdrawal or modification, when, as, and if issued subject to the legal opinion of Ahlers & Cooney, P.C., Bond Counsel, Des Moines Iowa, to be furnished upon delivery of the Notes. It is expected the Notes will be available on or about August 31, 2022. The Preliminary Official Statement in the form presented is deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to revisions, corrections or modifications as determined to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

* Preliminary; subject to change.

CITY OF CEDAR FALLS, IOWA

\$3,860,000* General Obligation Capital Loan Notes, Series 2022

MATURITY:

The Notes will mature June 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2024	\$250,000	2030	\$325,000
2025	260,000	2031	340,000
2026	275,000	2032	355,000
2027	285,000	2033	370,000
2028	300,000	2034	385,000
2029	310,000	2035	405,000

*PRINCIPAL

ADJUSTMENT: Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued, will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST:

Interest on the Notes will be payable on June 1, 2023 and semiannually thereafter.

OPTIONAL

REDEMPTION:

The Notes due after June 1, 2030 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

COMPLIANCE WITH S.E.C. RULE 15c2-12

Municipal obligations (issued in an aggregate amount over \$1,000,000) are subject to General Rules and Regulations, Securities Exchange Act of 1934, Rule 15c2-12 Municipal Securities Disclosure.

Preliminary Official Statement: This Preliminary Official Statement was prepared for the City for dissemination to prospective bidders. Its primary purpose is to disclose information regarding the Notes to prospective bidders in the interest of receiving competitive bids in accordance with the TERMS OF OFFERING contained herein. Unless an addendum is received prior to the sale, this document shall be deemed the near final “Official Statement”.

Review Period: This Preliminary Official Statement has been distributed to City staff as well as to prospective bidders for an objective review of its disclosure. Comments, omissions or inaccuracies must be submitted to PFM Financial Advisors LLC (the “Municipal Advisor”) at least two business days prior to the sale. Requests for additional information or corrections in the Preliminary Official Statement received on or before this date will not be considered a qualification of a bid received. If there are any changes, corrections or additions to the Preliminary Official Statement, prospective bidders will be informed by an addendum at least one business day prior to the sale.

Final Official Statement: Upon award of sale of the Notes, the legislative body will authorize the preparation of a final Official Statement that includes the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date and other information required by law and the identity of the underwriter (the “Syndicate Manager”) and syndicate members. Copies of the final Official Statement will be delivered to the Syndicate Manager within seven business days following the bid acceptance.

REPRESENTATIONS

No dealer, broker, salesman or other person has been authorized by the City, the Municipal Advisor or the underwriter to give any information or to make any representations other than those contained in this Preliminary Official Statement or the final Official Statement and, if given or made, such information and representations must not be relied upon as having been authorized by the City, the Municipal Advisor or the underwriter. This Preliminary Official Statement or the final Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and other sources which are believed to be reliable, but it is not to be construed as a representation by the Municipal Advisor or underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Preliminary Official Statement or the final Official Statement, nor any sale made thereafter shall, under any circumstances, create any implication there has been no change in the affairs of the City or in any other information contained herein, since the date hereof. This Preliminary Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

This Preliminary Official Statement and any addenda thereto were prepared relying on information from the City and other sources, which are believed to be reliable.

Bond Counsel has not participated in the preparation of this Preliminary Official Statement and is not expressing any opinion as to the completeness or accuracy of the information contained therein.

Compensation of the Municipal Advisor, payable entirely by the City, is contingent upon the sale of the Notes.

CITY OF CEDAR FALLS, IOWA

City Council

		<u>Term Expires</u>
Rob Green	Mayor	December 31, 2023
Gil Schultz	Council Member – 1 st Ward	December 31, 2025
Susan deBuhr	Council Member – 2 nd Ward	December 31, 2023
Daryl Kruse	Council Member – 3 rd Ward	December 31, 2025
Simon Harding	Council Member – 4 th Ward	December 31, 2023
Dustin Ganfield	Council Member – 5 th Ward	December 31, 2025
Kelly Dunn	Council Member – At Large	December 31, 2025
Dave Sires	Council Member – At Large	December 31, 2023

Administration

Ron Gaines – City Administrator
 Jennifer Rodenbeck – Director of Finance & Business Operations
 Lisa Roeding – Controller/City Treasurer
 Jacque Danielsens – City Clerk

City Attorney

Kevin Rogers
 Cedar Falls, Iowa

Bond Counsel

Ahlers & Cooney, P.C.,
 Des Moines, Iowa

Municipal Advisor

PFM Financial Advisors LLC,
 Des Moines, Iowa

TABLE OF CONTENTS

TERMS OF OFFERING	i
SCHEDULE OF BOND YEARS	vii
EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES	
PRELIMINARY OFFICIAL STATEMENT	
Introduction.....	1
Authority and Purpose	1
Interest on the Notes	1
Optional Redemption of the Notes	2
Payment of and Security for the Notes.....	2
Book-Entry-Only Issuance	2
Future Financing.....	4
Litigation.....	4
Debt Payment History	4
Legality.	4
Tax Matters.....	5
Noteholder's Risks	7
Rating.....	12
Municipal Advisor	12
Continuing Disclosure	12
Financial Statements	12
Certification	13
APPENDIX A - GENERAL INFORMATION ABOUT THE CITY OF CEDAR FALLS, IOWA	
APPENDIX B - FORM OF LEGAL OPINION	
APPENDIX C - JUNE 30, 2021 COMPREHENSIVE ANNUAL FINANCIAL REPORT	
APPENDIX D - FORM OF CONTINUING DISCLOSURE CERTIFICATE	
OFFICIAL BID FORM	

TERMS OF OFFERING

CITY OF CEDAR FALLS, IOWA

\$3,860,000* General Obligation Capital Loan Notes, Series 2022

Bids for the purchase of the City of Cedar Falls, Iowa's (the "City") \$3,860,000* General Obligation Capital Loan Notes, Series 2022 (the "Notes") will be received on Monday, July 18, 2022, before 11:00 A.M., Central Time, after which time they will be tabulated. The City Council will consider award of the Notes at 7:00 P.M., Central Time, on the same day. Questions regarding the sale of the Notes should be directed to the City's Municipal Advisor, PFM Financial Advisors LLC (the "Municipal Advisor"), 801 Grand Avenue, Suite 3300, Des Moines, Iowa, 50309, telephone 515-724-5724. Information can also be obtained from Jennifer Rodenbeck, Director of Finance & Business Operations, City of Cedar Falls, 220 Clay Street, Cedar Falls, Iowa 50613, telephone 319-268-5108.

This section sets forth the description of certain terms of the Notes as well as the TERMS OF OFFERING with which all bidders and bid proposals are required to comply, as follows:

DETAILS OF THE NOTES

GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2022 in the principal amount of \$3,860,000*, will be dated the date of delivery (anticipated to be August 31, 2022), in the denomination of \$5,000 or multiples thereof, and will mature June 1 as follows:

<u>Year</u>	<u>Amount*</u>	<u>Year</u>	<u>Amount*</u>
2024	\$250,000	2030	\$325,000
2025	260,000	2031	340,000
2026	275,000	2032	355,000
2027	285,000	2033	370,000
2028	300,000	2034	385,000
2029	310,000	2035	405,000

* Preliminary; subject to change.

ADJUSTMENT TO NOTE MATURITY AMOUNTS

The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or reduce each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of note principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

INTEREST ON THE NOTES

Interest on the Notes will be payable on June 1, 2023 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month (whether or not a business day) preceding such interest payment date (the "Record Date"). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE NOTES

The Notes due after June 1, 2030 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

TERM-NOTE OPTION

Bidders shall have the option of designating the Notes as serial notes or term notes, or both. The bid must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term Note maturity. (See the OFFICIAL BID FORM for more information.) In any event, the above principal amount scheduled shall be represented by either serial note maturities or mandatory redemption requirements, or a combination of both.

GOOD FAITH DEPOSIT

A good faith deposit in the amount of \$38,600 (the "Deposit") is required from the lowest bidder only. The lowest bidder is required to submit such Deposit payable to the order of the City, not later than 1:00 P.M., Central Time, on the day of the sale of the Notes and in the form of either (i) a cashier's check provided to the City or its Municipal Advisor, or (ii) a wire transfer as instructed by the City's Municipal Advisor. If not so received, the bid of the lowest bidder may be rejected, and the City may direct the second lowest bidder to submit a Deposit and thereafter may award the sale of the Notes to the same. No interest on a Deposit will accrue to the successful bidder (the "Purchaser"). The Deposit will be applied to the purchase price of the Notes. In the event a Purchaser fails to honor its accepted bid proposal, the Deposit will be retained by the City.

FORM OF BIDS AND AWARD

All bids shall be unconditional for the Notes for a price not less than \$3,821,400, plus accrued interest, and shall specify the rate or rates of interest in conformity to the limitations set forth under the "BIDDING PARAMETERS" section. Bids must be submitted on or in substantial compliance with the OFFICIAL BID FORM provided by the City. The Notes will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (the "TIC") basis assuming compliance with the "ESTABLISHMENT OF ISSUE PRICE" and "GOOD FAITH DEPOSIT" sections herein. The TIC shall be determined by the present value method, i.e., by ascertaining the semiannual rate, compounded semiannually, necessary to discount to present value as of the dated date of the Notes, the amount payable on each interest payment date and on each stated maturity date or earlier mandatory redemption, so that the aggregate of such amounts will equal the aggregate purchase price offered, therefore. The TIC shall be stated in terms of an annual percentage rate and shall be that rate of interest, which is twice the semiannual rate so ascertained (also known as the Canadian Method). The TIC shall be as determined by the Municipal Advisor based on the TERMS OF OFFERING and all amendments, and on the bids as submitted. The Municipal Advisor's computation of the TIC of each bid shall be controlling. In the event of tie bids for the lowest TIC, the Notes will be awarded by lot.

The City will reserve the right to (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Notes, (ii) reject all bids without cause, and (iii) reject any bid which the City determines to have failed to comply with the terms herein.

BIDDING PARAMETERS

Each bidder's proposal must conform to the following limitations:

1. Each annual maturity must bear a single rate of interest from the dated date of the Notes to the date of maturity.
2. Rates of interest bid must be in multiples of one-eighth or one-twentieth of one percent.
3. The initial price to the public for each maturity must be 98% or greater.

RECEIPT OF BIDS

Forms of Bids: Bids must be submitted on or in substantial compliance with the TERMS OF OFFERING and OFFICIAL BID FORM provided by the City or through PARITY® competitive bidding system (the “Internet Bid System”). Neither the City nor its agents shall not be responsible for malfunction or mistake made by any person, or as a result of the use of an electronic bid or the means used to deliver or complete a bid. The use of such facilities or means is at the sole risk of the prospective bidder who shall be bound by the terms of the bid as received.

No bid will be accepted after the time specified in the TERMS OF OFFERING and OFFICIAL BID FORM. The time, as maintained by the Internet Bid System, shall constitute the official time with respect to all bids submitted. A bid may be withdrawn before the bid deadline using the same method used to submit the bid. If more than one bid is received from a bidder, the last bid received shall be considered.

Sealed Bids: Sealed bids may be submitted and will be received at the office of the Director of Finance & Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613.

Electronic Internet Bidding: Electronic internet bids will be received at the office of the Director of Finance & Business Operations at City Hall, 220 Clay Street, Cedar Falls, Iowa 50613, or at the office of PFM Financial Advisors LLC, 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309. The electronic internet bids must be submitted through the Internet Bid System. Information about the Internet Bid System may be obtained by calling (212) 849-5021.

Each prospective bidder shall be solely responsible for making necessary arrangements to access the Internet Bid System for purposes of submitting its electronic internet bid in a timely manner and in compliance with the requirements of the TERMS OF OFFERING and OFFICIAL BID FORM. The City is permitting bidders to use the services of the Internet Bid System solely as a communication mechanism to conduct the electronic internet bidding and the Internet Bid System is not an agent of the City. Provisions of the TERMS OF OFFERING and OFFICIAL BID FORM shall control in the event of conflict with information provided by the Internet Bid System.

BOOK-ENTRY-ONLY ISSUANCE

The Notes will be issued by means of a book-entry-only issuance with no physical distribution of note certificates made to the public. The Notes will be issued in fully registered form and one note certificate, representing the aggregate principal amount of the Notes maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository of the Notes. Individual purchases of the Notes may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the Registrar to DTC or its nominee as registered owner of the Notes. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Notes, will be required to deposit the note certificates with DTC.

MUNICIPAL BOND INSURANCE AT PURCHASER’S OPTION

If the Notes qualify for issuance of any policy of municipal bond insurance or commitment therefore at the option of the bidder, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the Purchaser. Any increased costs of issuance of the Notes resulting from such purchase of insurance shall be paid by the Purchaser, except that, if the City has requested and received a rating on the Notes from a rating agency, the City will pay that initial rating fee. Any other rating agency fees shall be the responsibility of the Purchaser. Failure of the municipal bond insurer to issue the policy after the Notes have been awarded to the Purchaser shall not constitute cause for failure or refusal by the Purchaser to accept delivery on the Notes. The City reserves the right in its sole discretion to accept or deny changes to the financing documents requested by the insurer selected by the Purchaser.

DELIVERY

The Notes will be delivered to the Purchaser through DTC in New York, New York, against full payment in immediately available cash or federal funds. The Notes are expected to be delivered within forty-five days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by a Purchaser, the Purchaser may withdraw their bid and thereafter their interest in and liability for the Notes will cease. When the Notes are ready for delivery, the City may give the Purchaser five working days' notice of the delivery date and the City will expect payment in full on that date, otherwise reserving the right of its option to determine that the Purchaser has failed to comply with the offer of purchase.

ELECTRONIC TRANSCRIPTS

The Purchaser consents to the receipt of electronic transcripts and acknowledges the City's potential use of the electronically executed documents. Iowa Code chapter 554D establishes electronic signatures have the full weight and legal authority as manual signatures.

ESTABLISHMENT OF ISSUE PRICE

The Purchaser shall assist the City in establishing the issue price of the Notes and shall execute and deliver to the City at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as EXHIBIT 1 - FORMS OF ISSUE PRICE CERTIFICATES to the TERMS OF OFFERING, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the City and Bond Counsel, will need to be signed by the Purchaser. All actions to be taken by the City under the TERMS OF OFFERING to establish the issue price of the Notes may be taken on behalf of the City by the Municipal Advisor identified herein and any notice or report to be provided to the City may be provided to the Municipal Advisor.

The City intends the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because (i) the City shall disseminate this TERMS OF OFFERING to potential underwriters in a manner that is reasonably designed to reach potential underwriters, (ii) all bidders shall have an equal opportunity to bid, (iii) the City may receive bids from at least three underwriters of municipal notes who have established industry reputations for underwriting new issuances of municipal notes, and (iv) the City anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in the TERMS OF OFFERING.

Any bid submitted pursuant to the TERMS OF OFFERING shall be considered a firm offer for the purchase of the Notes, as specified in the bid.

In the event the competitive sale requirements are not satisfied, the City shall so advise the Purchaser. The City may determine to treat (i) the first price at which 10% of a maturity of the Notes (the "10% test" is sold to the public as the issue price of that maturity, and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Notes as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis. The Purchaser shall advise the City if any maturity of the Notes satisfies the 10% test as of the date and time of the award of the Notes. The City shall promptly advise the Purchaser, at or before the time of award of the Notes, which maturities of the Notes shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event the City determines to apply the hold-the-offering-price rule to any maturity of the Notes. **Prospective bidders should prepare their bids on the assumption that some or all of the maturities of the Notes will be subject to the hold-the-offering-price rule in order to establish the issue price of the Notes.**

By submitting a bid, the Purchaser shall (i) confirm the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields set forth in the bid submitted by the Purchaser, and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (a) the close of the fifth (5th) business day after

the sale date; or (b) the date on which the underwriters have sold at least 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public.

The Purchaser shall promptly advise the City when the underwriters have sold 10% of that maturity of the Notes to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The City acknowledges that in making the representation set forth above, the Purchaser will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event, an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Notes.

By submitting a bid, each bidder confirms that (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to (a) report the prices at which it sells to the public the unsold Notes of each maturity allotted to it until it is notified by the Purchaser or such underwriter that either the 10% test has been satisfied as to the Notes of that maturity or all Notes of that maturity have been sold to the public, and (b) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Purchaser or such underwriter and as set forth in the related pricing wires.

Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this TERMS OF OFFERING. Further, for purposes of this TERMS OF OFFERING, (i) “public” means any person other than an underwriter or a related party, (ii) “underwriter” means (a) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public, and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause “(a)” to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public), (iii) a Purchaser of any of the Notes is a “related party” to an underwriter if the underwriter and the Purchaser are subject, directly or indirectly, to (a) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (b) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (c) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and (iv) “sale date” means the date that the Notes are awarded by the City to the Purchaser.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Notes. The Preliminary Official Statement will be further supplemented by offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, anticipated delivery date, and underwriter, together with any other information required by law or deemed appropriate by the City, shall constitute a final Official Statement of the City with respect to the Notes, as that term is defined in Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”). By awarding the Notes to any underwriter or underwriting-syndicate submitting an OFFICIAL BID FORM therefore, the City agrees that no more than seven (7) business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Notes are awarded up to 15 copies of the final Official Statement to permit each “Participating Underwriter” (as that term is defined in the Rule) to comply with the provisions of such Rule. The City shall treat the senior managing underwriter of the syndicate or syndicates to which the Notes are awarded as its designated agent for purposes of distributing copies of the final Official Statement to the Participating Underwriter. Any underwriter executing and delivering an OFFICIAL BID FORM with respect to the Notes agrees, thereby, that if its bid is accepted by the City, (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Notes for purposes of assuring the receipt by each such Participating Underwriter of the final Official Statement.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2022, with the Municipal Securities Rulemaking Board, at its internet repository named “Electronic Municipal Market Access” (“EMMA”). The notices of events, if any, are also to be filed with EMMA. See FORM OF CONTINUING DISCLOSURE CERTIFICATE included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the FORM OF CONTINUING DISCLOSURE CERTIFICATE. These covenants have been made in order to assist the Purchaser in complying with section (b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an “Event of Default” under the Notes or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

CUSIP NUMBERS

It is anticipated the Committee on Uniform Security Identification Procedures (“CUSIP”) numbers will be printed on the Notes and the Purchaser must agree in the bid proposal to pay the cost thereof. In no event will the City, Bond Counsel or Municipal Advisor be responsible for the review of or express any opinion that the CUSIP numbers are correct. Incorrect CUSIP numbers on said Notes shall not be cause for the Purchaser to refuse to accept delivery of said Notes.

BY ORDER OF THE CITY COUNCIL

City of Cedar Falls, Iowa

/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

SCHEDULE OF NOTE YEARS

\$3,860,000*

CITY OF CEDAR FALLS, IOWA

General Obligation Capital Loan Notes, Series 2022

Notes Dated: August 31, 2022

Interest Due: June 1, 2023 and each December 1 and June 1 to maturity

Principal Due: June 1, 2024-2035

<u>Year</u>	<u>Principal</u> *	<u>Note Years</u>	<u>Cumulative Note Years</u>
2024	\$250,000	438.19	438.19
2025	260,000	715.72	1,153.92
2026	275,000	1,032.01	2,185.93
2027	285,000	1,354.54	3,540.47
2028	300,000	1,725.83	5,266.31
2029	310,000	2,093.36	7,359.67
2030	325,000	2,519.65	9,879.32
2031	340,000	2,975.94	12,855.26
2032	355,000	3,462.24	16,317.50
2033	370,000	3,978.53	20,296.03
2034	385,000	4,524.82	24,820.85
2035	405,000	5,164.88	29,985.72

Average Maturity (dated date): 7.768 Years

* Preliminary; subject to change.

EXHIBIT 1

FORMS OF ISSUE PRICE CERTIFICATES

COMPETITIVE SALES WITH AT LEAST THREE BIDS FROM ESTABLISHED UNDERWRITERS

ISSUE PRICE CERTIFICATE

\$_____ **General Obligation Capital Loan Notes, Series 2022**
City of Cedar Falls, Iowa

The undersigned, on behalf of [NAME OF UNDERWRITER] ("Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

1. Reasonably Expected Initial Offering Price.

a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by Purchaser to purchase the Notes.

b) Purchaser was not given the opportunity to review other bids prior to submitting its bid.

c) The bid submitted by Purchaser constituted a firm offer to purchase the Notes.

2. Defined Terms.

a) *Issuer* means City of Cedar Falls, Iowa.

b) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is July 18, 2022.

e) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

f) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER]

By: _____

Name: _____

Dated: August 31, 2022

SCHEDULE A**EXPECTED OFFERING PRICES**

**\$_____ General Obligation Capital Loan Notes, Series 2022
City of Cedar Falls, Iowa**

(Attached)

SCHEDULE B

COPY OF UNDERWRITER'S BID

**\$_____ General Obligation Capital Loan Notes, Series 2022
City of Cedar Falls, Iowa**

(Attached)

**COMPETITIVE SALES WITH FEWER THAN THREE BIDS FROM ESTABLISHED UNDERWRITERS
HOLD OFFERING PRICE**

ISSUE PRICE CERTIFICATE

\$_____ **General Obligation Capital Loan Notes, Series 2022**
City of Cedar Falls, Iowa

The undersigned, on behalf of [NAME OF UNDERWRITER/REPRESENTATIVE] ("Purchaser") [the "Representative")], on behalf of itself and [NAMES OF OTHER UNDERWRITERS] (together, the "Underwriting Group"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

a) [Purchaser][The Underwriting Group] offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.

b) As set forth in the Official Terms of Offering and bid award, [Purchaser][the members of the Underwriting Group] [has][have] agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, [it][they] would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

3. Defined Terms.

a) *General Rule Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

b) *Hold-the-Offering-Price Maturities* means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which [Purchaser][the Underwriters] [has][have] sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

d) *Issuer* means City of Cedar Falls, Iowa.

e) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is July 18, 2022.

h) *Underwriter* means (i) the Purchaser or any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

i) The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [the Purchaser][the Representative's] interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and its advisors with respect to certain of the representations set forth in the Tax Exemption Certificate and with respect to compliance with the federal income tax rules affecting the Notes, and by Bond Counsel in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

[UNDERWRITER][REPRESENTATIVE]

By: _____

Name: _____

Dated: August 31, 2022

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES AND
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES**

**\$_____ General Obligation Capital Loan Notes, Series 2022
City of Cedar Falls, Iowa**

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

**\$ _____ General Obligation Capital Loan Notes, Series 2022
City of Cedar Falls, Iowa**

(Attached)

PRELIMINARY OFFICIAL STATEMENT

CITY OF CEDAR FALLS, IOWA

\$3,860,000* General Obligation Capital Loan Notes, Series 2022

INTRODUCTION

This Preliminary Official Statement contains information relating to the City of Cedar Falls, Iowa (the “City”) and its issuance of \$3,860,000* General Obligation Capital Loan Notes, Series 2022 (the “Notes”). This Preliminary Official Statement has been executed on behalf of the City and its Director of Finance & Business Operations and may be distributed in connection with the sale of the Notes authorized therein. Inquiries may be directed to the City’s Municipal Advisor, PFM Financial Advisors LLC (the “Municipal Advisor”), 801 Grand Avenue, Suite 3300, Des Moines, Iowa 50309, telephone 515-724-5724. Information may also be obtained from Ms. Jennifer Rodenbeck, Director of Finance & Business Operations, 220 Clay Street, Cedar Falls, Iowa 50613, telephone 319-268-5108.

AUTHORITY AND PURPOSE

The Notes are being issued pursuant to Subchapter III of Chapter 384 of the Code of Iowa and an authorizing resolution (the “Resolution”) to be adopted by the City Council of the City. The Notes are being issued to provide funds to pay the costs the opening, widening, extending, grading and draining of the rights-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, traffic control devices, and the acquisition of any real estate needed for any of the foregoing purposes; equipping the fire department; the acquisition, construction, reconstruction, enlargement, improvement and equipping of City facilities, including camera installation, replacement and maintenance, and a finance system; expanded public infrastructure and related amenities and site improvements; the acquisition, construction, reconstruction, enlargement, improvement, drainage enhancements, grading and terracing, slope stabilization and protection, and equipping of recreational trails and parks associated with the Cedar River Recreation Project.

The estimated sources and uses of the Notes are as follows:

<u>Sources of Funds*</u>	
Par Amount of Notes	\$3,860,000.00
<u>Uses of Funds*</u>	
Deposit to Project Fund	\$3,771,000.00
Underwriter’s Discount	38,600.00
Cost of Issuance & Contingency	<u>50,400.00</u>
Total Uses	\$3,860,000.00

* Preliminary; subject to change.

INTEREST ON THE NOTES

Interest on the Notes will be payable on June 1, 2023 and semiannually on the 1st day of December and June thereafter. Interest and principal shall be paid to the registered holder of a note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date (the “Record Date”). Interest will be computed on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to rules of the Municipal Securities Rulemaking Board.

OPTIONAL REDEMPTION OF THE NOTES

The Notes due after June 1, 2030 will be subject to call prior to maturity in whole, or from time to time in part, in any order of maturity and within a maturity by lot on said date or on any date thereafter at the option of the City, upon terms of par plus accrued interest to date of call. Written notice of such call shall be given at least thirty (30) days prior to the date fixed for redemption to the registered owners of the Notes to be redeemed at the address shown on the registration books.

PAYMENT OF AND SECURITY FOR THE NOTES

The Notes are general obligations of the City and the unlimited taxing powers of the City are irrevocably pledged for their payment. Upon issuance of the Notes, the City will levy taxes for the years and in amounts sufficient to provide 100% of annual principal and interest due on the Notes. If, however, the amount credited to the debt service fund for payment of the Notes is insufficient to pay principal and interest, whether from transfers or from original levies, the City must use funds in its treasury and is required to levy ad valorem taxes upon all taxable property in the City without limit as to rate or amount sufficient to pay the debt service deficiency.

Iowa Code section 76.2 provides that when an Iowa political subdivision issues general obligation debt, “the governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditors to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full.”

Nothing in the Resolution prohibits or limits the ability of the City to use legally available moneys other than the proceeds of the general ad valorem property taxes levied, as described in the preceding paragraph, to pay all or any portion of the principal of or interest on the Notes. If, and to the extent such other legally available moneys are used to pay the principal of or interest on the Notes, the City may, but shall not be required to, (a) reduce the amount of taxes levied for such purpose, as described in the preceding paragraph; or (b) use proceeds of taxes levied, as described in the preceding paragraph, to reimburse the fund or account from which such other legally available moneys are withdrawn for the amount withdrawn from such fund or account to pay the principal of or interest on the Notes.

The Resolution doesn’t restrict the City’s ability to issue or incur additional general obligation debt, although issuance of additional general obligation debt is subject to the same constitutional and statutory limitations that apply to the issuance of the Notes. For a further description of the City’s outstanding general obligation debt upon issuance of the Notes and the annual debt service on the Notes, see “DIRECT DEBT” under “CITY INDEBTEDNESS” included in APPENDIX A to this Preliminary Official Statement. For a description of certain constitutional and statutory limits on the issuance of general obligation debt, see “DEBT LIMIT” under “CITY INDEBTEDNESS” included in APPENDIX A to this Preliminary Official Statement.

BOOK-ENTRY-ONLYISSUANCE

The information contained in the following paragraphs of this subsection “Book-Entry-Only Issuance” has been extracted from a schedule prepared by Depository Trust Company (“DTC”) entitled “SAMPLE OFFERING DOCUMENT LANGUAGE DESCRIBING DTC AND BOOK-ENTRY-ONLY ISSUANCE”. The information in this section concerning DTC and DTC’s book-entry-only issuance has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (the “Securities”). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such issue.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry-only transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security (the "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry-only issuance for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co., nor any other DTC nominee, will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date identified in a listing attached to the Omnibus Proxy.

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participant

accounts upon DTC's receipt of funds and corresponding detail information from the City or Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of the City or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to Tender/Remarketing Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to Tender/Remarketing Agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry-only credit of tendered Securities to Tender/Remarketing Agent's DTC account.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the City or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

FUTURE FINANCING

The City does not anticipate any additional general obligation borrowing needs within 90 days of this Preliminary Official Statement.

LITIGATION

To the knowledge of the City, there is no legal action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body for which the City has been served with process or official notice or threatened against or affecting the City or any reasonable basis therefore, wherein an unfavorable decision, ruling or finding would adversely affect the transaction contemplated by this Preliminary Official Statement or the validity of the Notes, the Resolution, or any agreement or instrument to which the City is a party and which is used or contemplated for use in the transactions contemplated by this Preliminary Official Statement, and no member, employee or agent of the City has been served with any legal process regarding such litigation or other proceeding.

To the knowledge of the City, no litigation is pending or threatened which, in the opinion of the City's counsel, if decided adversely to the City would be likely to result, either individually or in the aggregate, in final judgments against the City which would materially adversely affect its ability to meet debt service payments on the Notes when due, or its obligations under the Resolution, or materially adversely affect its financial condition.

DEBT PAYMENT HISTORY

The City knows of no instance in which it has defaulted in the payment of principal or interest on its debt.

LEGALITY

The Notes are subject to approval as to certain matters by Ahlers & Cooney, P.C. of Des Moines, Iowa as Bond Counsel. Bond Counsel is not expressing any opinion as to the completeness or accuracy of the information contained in the Preliminary Official Statement. Bond Counsel has reviewed or prepared information describing the terms of the Notes, Iowa and Federal law pertinent to the validity of and the tax status of interest on the Notes, which can be found generally under the sections "AUTHORITY AND PURPOSE", "OPTIONAL REDEMPTION OF THE NOTES", "PAYMENT OF AND SECURITY FOR THE NOTES", and "TAX MATTERS", herein. Additionally, Bond Counsel has provided

form of Legal Opinion and the form of Continuing Disclosure Certificate, included in APPENDIX B and APPENDIX D, respectively, to this Preliminary Official Statement. The FORM OF LEGAL OPINION as set out in APPENDIX B to this Preliminary Official Statement, will be delivered at closing.

The legal opinion to be delivered concurrently with the delivery of the Notes expresses the professional judgment of the attorneys rendering the opinions as to legal issues expressly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

There is no note trustee or similar person to monitor or enforce the provisions of the Resolution. The owners of the Notes should, therefore, be prepared to enforce such provisions themselves if the need to do so arises. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. See “LEVIES AND TAX COLLECTIONS” under “THE CITY” included in APPENDIX A to this Preliminary Official Statement for a description of property tax collection and enforcement.

In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel’s opinion. The opinion will state, in part, that the obligation of the City with respect to the Notes may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights, heretofore or hereafter, enacted to the extent constitutionally applicable, to the exercise of judicial discretion in appropriate cases.

TAX MATTERS

Tax Exemptions and Related Considerations: Federal tax law contains a number of requirements and restrictions that apply to the Notes. These include investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of Notes proceeds and facilities financed with Notes proceeds, and certain other matters. The City has covenanted to comply with all requirements that must be satisfied in order for the interest on the Notes to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the Notes to become includable in gross income for federal income tax purposes retroactively to the date of issuance of the Notes.

Subject to the City’s compliance with the above referenced covenants, under present law, in the opinion of Bond Counsel, interest on the Notes is excludable from gross income for federal income tax purposes. Interest on the Notes is not an item of tax preference for federal alternative minimum tax.

Prospective purchasers of the Notes should be aware that ownership of the Notes may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Bond Counsel will not express any opinion as to such collateral tax consequences. Prospective purchaser of the Notes should consult their tax advisors as to collateral federal income tax consequences.

Ownership of the Notes may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the Notes. The prospective purchaser of the Notes should consult their tax advisors regarding the applicability of any such state and local taxes.

Qualified Tax-Exempt Obligations: The City will designate the Notes as “qualified tax-exempt obligations” under the exception provided in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Discount and Premium on Certain Notes: The initial public offering price of certain Notes (“Discount Notes”) may be less than the amount payable on such Discount Notes at maturity. An amount equal to the difference between the initial public offering price of Discount Notes (assuming that a substantial amount of the Discount Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Notes. Owners of Discount Notes should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Notes. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Notes may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Notes (“Premium Notes”) may be greater than the amount of such Premium Notes at maturity. An amount equal to the difference between the initial public offering price of Premium Notes (assuming that a substantial amount of the Premium Notes of that maturity are sold to the public at such price) and the amount payable at maturity constitutes a premium to the initial purchaser of such Premium Notes. Purchasers of the Premium Notes should consult with their own tax advisors with respect to the determination of amortizable note premium on Premium Notes for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Notes.

Other Tax Advice: In addition to the income tax consequences described above, potential investors should consider the additional tax consequences of the acquisition, ownership, and disposition of the Notes. For instance, state income tax law may differ substantially from state to state, and the foregoing is not intended to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to federal tax issues and with respect to the various state tax consequences of an investment in Notes.

Audits: The Internal Revenue Service (the “Service”) has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Service, interest on such tax-exempt obligations is includable in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the Notes. If an audit is commenced, under current procedures the Service may treat the City as a taxpayer and the Noteholders may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the Notes until the audit is concluded, regardless of the ultimate outcome.

Withholdings: Payments of interest on, and proceeds of the sale, redemption or maturity of tax-exempt obligations, including the Notes, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any note owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any note owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

Legislation: Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may be considered by the Iowa legislature. Judicial interpretation of state or federal laws, rules or regulations may also affect the tax treatment. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Notes will not have an adverse effect on the tax status of interest or other income on the market value or marketability of the Notes. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Notes from gross income for federal or state income tax purposes for all or certain taxpayers.

Current and future legislative proposals, including some that carry retroactive effective dates, if enacted into law, or clarification of the Code may cause interest on the Notes to be subject, directly or indirectly, to federal income taxation, or otherwise prevent owners of the Notes from realizing the full current benefit of the tax status of such interest. Recent proposals have been made that could significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Notes. The introduction or enactment of any such legislative proposals or clarification of the Code may also affect, perhaps significantly, the market price for, or marketability of the Notes. The prospective purchaser of the Notes should consult their own tax advisors regarding any pending or proposed tax legislation,

as to which Bond Counsel expresses no opinion except as expressly set forth in APPENDIX B to this Preliminary Official Statement.

Enforcement: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including, but not limited to, the right to a proceeding in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution. There is no note trustee or similar person to monitor or enforce the terms of the Resolution. In the event of a default in the payment of principal or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year. The enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion.

The obligation to pay general ad valorem property taxes is secured by a statutory lien upon the taxed property but is not an obligation for which a property owner may be held personally liable in the event of a deficiency. The owners of the Notes cannot foreclose on property within the boundaries of the City or sell such property in order to pay the debt service on the Notes. In addition, the enforceability of the rights and remedies of owners of the Notes may be subject to limitation as set forth in Bond Counsel's opinion. The opinion to be delivered concurrently with the delivery of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principles of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and to the exercise of judicial discretion in appropriate cases.

No representation is made, and no assurance is given, that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution, including principal of and interest on the Notes.

The Opinion: The opinion expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Notes, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

Bond Counsel's opinions are not a guarantee of a result, or of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described in this section. No ruling has been sought from the Service with respect to the matters addressed in the opinions of Bond Counsel and Bond Counsel's opinions are not binding on the Service. Bond Counsel assumes no obligation to update its opinions after the issue date to reflect any further action, fact or circumstance, or change in law or interpretation, or otherwise.

ALL POTENTIAL PURCHASERS OF THE NOTES SHOULD CONSULT WITH THEIR TAX ADVISORS WITH RESPECT TO FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE NOTES (INCLUDING BUT NOT LIMITED TO THOSE LISTED ABOVE).

NOTEHOLDER'S RISKS

An investment in the Notes is subject to certain risks. No person should purchase the Notes unless such person understands the risks described below and is willing to bear those risks. There may be other risks not listed below which may adversely affect the value of the Notes. An investment in the Notes involves an element of risk. In order to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Preliminary Official Statement (including the Appendices hereto) in order to make a judgment as to whether the Notes are an appropriate investment.

Secondary Market Not Established: There is no established secondary market for the Notes, and there is no assurance that a secondary market will develop for the purchase and sale of the Notes. Prices of municipal notes traded in the secondary market, if any, are subject to adjustment upward and downward in response to changes in the credit markets and changes in the operating performance of the entities operating the facilities subject to bonded indebtedness. From time to time it may be necessary to suspend indefinitely secondary market trading in selected issues of municipal notes as a result of

financial condition or market position, prevailing market conditions, lack of adequate current financial information about the entity, operating the subject facilities, or a material adverse change in the operations of that entity, whether or not the subject notes are in default as to principal and interest payments, and other factors which, may give rise to uncertainty concerning prudent secondary market practices.

Municipal notes are generally viewed as long-term investments, subject to material unforeseen changes in the investor's circumstances, and may require commitment of the investor's funds for an indefinite period of time, perhaps until maturity.

EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISK OF SUCH INVESTMENT. THE SECONDARY MARKET FOR THE NOTES, IF ANY, COULD BE LIMITED.

Ratings Loss: Moody's Investors Service, Inc. ("Moody's") has assigned a rating of 'A' to the Notes. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance the ratings will continue for any given period of time, or that such ratings will not be revised, suspended or withdrawn, if, in the judgment of Moody's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Notes.

Rating agencies are currently not regulated by any regulatory body. Future regulation of rating agencies could materially alter the methodology, rating levels, and types of ratings available, for example, and these changes, if ever, could materially affect the market value of the Notes.

Matters Relating to Enforceability: Holders of the Notes shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa and of the United States of America for the enforcement of payment of the Notes, including but not limited to, the right to a proceeding in the law or in equity by suit, action or mandamus to enforce and compel performance of the duties required by Iowa law and the Resolution.

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Resolution. The opinion, to be delivered concurrently with the delivery of the Notes, will be qualified as to the enforceability of the various legal instruments by limitations imposed by general principals of equity and public policy and by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

No representation is made, and no assurance is given that the enforcement of any remedies with respect to such assets will result in sufficient funds to pay all amounts due under the Resolution, including principal of and interest on the Notes.

Forward-Looking Statements: This Preliminary Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Preliminary Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the City to pay debt service when due on the Notes.

Financial Condition of the City from time to time: No representation is made as to the future financial condition of the City. Certain risks discussed herein could adversely affect the financial condition and or operations of the City in future. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Global Health Emergency Risk: The World Health Organization declared a pandemic following the outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus and on March 13, 2020, the President of the United States declared a national emergency. COVID-19 may continue to alter the behavior of businesses and people in a manner that may have negative effects on economic activity, and therefore adversely affect the financial condition of the City, either directly or indirectly. It is possible that the virus could reduce general fund revenues, hotel/motel tax receipts, delay the receipt of property tax payments and negatively impact other collections dependent on local business activity. A

time, the City does not anticipate any material impact from COVID-19 on the City's finances. In Fiscal Year 2020-21, the City received \$1,541,024.31 in federal CARES Act funding which was used for various COVID-19 related projects, including administrative costs to help lease to those affected by the pandemic; for agencies who help patrons due to COVID-19 related issues, including the Northeast Iowa Food Bank and Operation Threshold; public safety police operations to offset costs associated with the pandemic; the Hearst Center for the Arts to host virtual program costs and offset revenues; and for additional road use tax payments to offset revenue decline. In addition, the City received \$3,254,370 in ARPA funding for their nutrient removal project at the wastewater treatment facility.

Changes in Property Taxation: The Notes are general obligations of the City secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein. Prior State Public Health Emergency Declarations, relative to the COVID-19 pandemic, temporarily suspended the provisions that required the imposition of penalty and interest for delay in property tax payments and directed that no such penalty or interest could be imposed for the duration of the declarations and any future extension of the suspension. No current property tax payment suspensions are imposed, and collections stayed consistent during the pandemic. It is impossible to predict whether the declarations or any amendments to or extensions thereof would have a material effect on the City's ability to collect property taxes necessary for the payment of principal and interest on the Notes. See "LEVIES AND TAX COLLECTIONS" under the "CITY" section included in APPENDIX A to this Preliminary Official Statement for more information of the City's tax collection history, despite prior suspensions.

From time to time the Iowa General Assembly has altered the method of property taxation and could do so again. Such alterations could adversely affect the City's financial condition. Historically, changes to property tax calculations and impositions are imposed on a prospective basis. However, there is no assurance future changes to property taxation by the Iowa General Assembly will not be applied retroactively. It is impossible to predict the outcome of future property taxation changes by the Iowa General Assembly or resulting impacts on the City's financial condition. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Tax Matters and Loss of Tax Exemption: As discussed under the heading "TAX MATTERS" herein, the interest on the Notes could become includable in gross income for purposes of federal income taxation retroactive to the date of delivery of the Notes, as a result of acts or omissions of the City in violation of its covenants in the Resolution. Should such an event of taxability occur, the Notes would not be subject to a special prepayment and would remain outstanding until maturity or until prepaid under the prepayment provisions contained in the Notes, and there is no provision for an adjustment of the interest rates on the Notes.

It is possible legislation will be proposed or introduced that could result in changes in the way that tax exemption is calculated, or whether interest on certain securities are exempt from taxation at all. Prospective purchasers should consult with their own tax advisors regarding any pending or proposed federal income tax legislation. The likelihood of legislation being enacted cannot be reliably predicted.

It is also possible actions of the City, after the closings of the Notes, will alter the tax status of the Notes, and in the extreme, remove the tax-exempt status from the Notes. In that instance, the Notes are not subject to mandatory prepayment and the interest rates on the Notes does not increase or otherwise reset. A determination of taxability on the Notes, after closing of the Notes, could materially adversely affect the value and marketability of the Notes.

Federal Tax Legislation: From time to time, there are Presidential proposals, proposals of various federal committees, and legislative proposals pending in Congress that could, if enacted, alter or amend one or more of the federal (or state) tax matters described herein in certain respects or would adversely affect the market value of the Notes or otherwise prevent holders of the Notes from realizing the full benefit of the tax exemption of interest on the Notes. Further, such proposals may impact the marketability or market value of the Notes simply by being proposed. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Notes. In addition, regulatory actions are from time to time announced or proposed and litigation threatened or commenced, which if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Notes. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Notes would be impacted thereby.

Cybersecurity: The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As such, it may face multiple cybersecurity threats including but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurances that any security and operational control measures implemented by the City will be completely successful to guard against and prevent cyber threats and attacks. Failure to properly maintain functionality, control, security, and integrity of the City's information systems could impact business operations and/or digital networks and systems and the costs of remedying any such damage could be significant. Along with significant liability claims or regulatory penalties, any security breach could have a material adverse impact on the City's operations and financial condition.

The City maintains insurance policies in the amount of \$2 million for general liability including cyber liability. The City cannot predict whether any insurance policies that may be maintained would be sufficient in the event of a cyber breach. See the "INSURANCE" section included in Appendix A to this Preliminary Official Statement for more details regarding insurance coverages maintained by the City. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Pensions: Pursuant to GASB 68, the City reported a liability of \$9,264,499 within its Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2021 for its proportionate share of the net pension liability related to IPERS, as defined herein. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2020, 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, 2020, the City's collective proportion was 0.1318840%, which was an increase of 0.003809% from its proportion measured as of June 30, 2019.

Additionally, the City reported a liability of \$14,834,799 with its Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2021 for its proportionate share of the net pension liability related to MFPRSI, as defined herein. The net pension liability was measured as of June 30, 2020, 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, 2020, the City's collective proportion was 1.859929%, which was a decrease of 0.00494% from its proportion measured as of June 30, 2019.

See "EMPLOYEES AND PENSIONS" under the "THE CITY" section included in APPENDIX A to this Preliminary Official Statement for more summary information related to the City's contributions, and the City's Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2021, included in APPENDIX C to this Preliminary Official Statement, for additional information related to the City's deferred outflows and inflows of resources related to pensions, actuarial assumptions, discount rate and discount rate sensitivity. Changes to the City's pension contributions, or available sources to fund said contributions, may adversely affect the City's financial condition. The Notes are secured by an unlimited ad valorem property tax as described more fully in the "PAYMENT OF AND SECURITY FOR THE NOTES" herein.

Continuing Disclosure: A failure by the City to comply with continuing disclosure obligations (see "CONTINUING DISCLOSURE" herein) will not constitute an event of default on the Notes. Any such failure must be disclosed in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), and may adversely affect the transferability and liquidity of the Notes and their market price.

Bankruptcy: The rights and remedies available to holders of the Notes may be limited by and are subject to the provisions of federal bankruptcy laws, to other laws or equitable principles that may affect the enforcement of creditor's rights, to the exercise of judicial discretion in appropriate cases and to limitations in legal remedies against exercise of judicial discretion in appropriate cases and to limitations on legal remedies against municipal corporations in the State of Iowa. The various opinions of counsel to be delivered with respect to the Notes and the Resolution, including the opinion of Bond Counsel, will be similarly qualified. If the City were to file a petition under Chapter 9 of the Bankruptcy Code, the owners of the Notes could be prohibited from taking any steps to enforce their rights under the Resolution. In the event

the City fails to comply with its covenants under the Resolution or fails to make payments on the Notes, there can be no assurance of the availability of remedies adequate to protect the interests of the holders of the Notes.

Under Iowa Code Chapter 76, specifically sections 76.16 and 76.16A, as amended, a city, county, or other political subdivision may become a debtor under Chapter 9 of the Federal bankruptcy code, if it is rendered insolvent, as defined in 11 U.S.C. §101(32)(c), as a result of a debt involuntarily incurred. As used therein, “debt” means an obligation to pay money, other than pursuant to a valid and binding collective bargaining agreement or previously authorized note issue, as to which the governing body of the city, county, or other political subdivision has made a specific finding set forth in a duly adopted resolution of each of the following: (1) all or a portion of such obligation will not be paid from available insurance proceeds and must be paid from an increase in general tax levy; (2) such increase in the general tax levy will result in a severe, adverse impact on the ability of the city, county, or political subdivision to exercise the powers granted to it under applicable law, including without limitation providing necessary services and promoting economic development; (3) as a result of such obligation, the city, county, or other political subdivision is unable to pay its debts as they become due; and (4) the debt is not an obligation to pay money to a city, county, entity organized pursuant to chapter 28E of the Code of Iowa, or other political subdivision.

Suitability of Investment: The interest rate borne by the Notes is intended to compensate the investor for assuming the risk of investing in the Notes. Each prospective investor should carefully examine this Preliminary Official Statement and its own financial condition to make a judgment as to its ability to bear the economic risk of such an investment, and whether or not the Notes are an appropriate investment for such investor.

Tax Levy Procedures: The Notes are general obligations of the City, payable from and secured by a continuing ad valorem tax levied against all of the property valuation within the City. As part of the budgetary process each fiscal year, the City will have an obligation to request a debt service levy to be applied against all of the taxable property within the City. A failure on the part of the City to make a timely levy request or a levy request by the City that is inaccurate or is insufficient to make full payments of the debt service of the Notes for a particular fiscal year may cause noteholders to experience a delay in the receipt of distributions of principal of and/or interest on the Notes. In the event of a default in the payment of principal of or interest on the Notes, there is no provision for acceleration of maturity of the principal of the Notes. Consequently, the remedies of the owners of the Notes (consisting primarily of an action in the nature of mandamus requiring the City and certain other public officials to perform the terms of the Resolution) may have to be enforced from year to year.

Federal Funds Orders and State Funds Legislation: Various federal executive orders, and Iowa Code Chapter 27A (collectively “ICE Enforcement Initiatives”), impose requirements intended to ensure compliance with the federal immigration detention processes. The ICE Enforcement Initiatives impose various penalties for non-compliance, including the loss of state and/or federal funding under certain circumstances. The loss of state and/or federal funds in any significant amount would negatively impact the City’s overall financial position and could affect its rating. The Notes are secured by a debt service levy upon real property in the jurisdictional limits of the City and are not secured by state or federal funds. See “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

DTC-Beneficial Owners: Beneficial Owners of the Notes may experience some delay in the receipt of distributions of principal of and interest on the Notes since such distributions will be forwarded by the Registrar to DTC and DTC will credit such distributions to the accounts of the Participants which will, thereafter, credit them to the accounts of the Beneficial Owner either directly or indirectly through indirect Participants. Neither the City nor the Registrar will have any responsibility or obligation to assure any such notice or payment is forwarded by DTC to any Participants or by any Participant to any Beneficial Owner.

In addition, since transactions in the Notes can be affected only through DTC Participants, indirect participants and certain banks, the ability of a Beneficial Owner to pledge the Notes to persons or entities that do not participate in the DTC system, or otherwise to take actions in respect of such Notes, may be limited due to lack of a physical certificate. Beneficial Owners will be permitted to exercise the rights of registered Owners only indirectly through DTC and the Participants. See “BOOK-ENTRY-ONLY ISSUANCE” herein.

Summary: The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Notes. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should become thoroughly familiar with this entire Preliminary Official Statement and the Appendices hereto to make a judgment as to whether the Notes are an appropriate investment.

RATING

The City has requested a rating on the Notes from Moody's. Currently, Moody's maintains a rating of 'Aaa' on the City's long-term general obligation debt. The existing ratings on long-term debt reflect only the view of the rating agency and any explanation of the significance of such rating may only be obtained from Moody's. There is no assurance that such rating will continue for any period of time or that it will not be revised or withdrawn. Any revision or withdrawal of the rating may have an effect on the market price of the Notes.

MUNICIPAL ADVISOR

The City has retained PFM Financial Advisors LLC, Des Moines, Iowa, as Municipal Advisor in connection with the preparation of the Preliminary Official Statement for the issuance of the Notes. In preparing the Preliminary Official Statement, the Municipal Advisor has relied on government officials, and other sources to provide accurate information for disclosure purposes. The Municipal Advisor is not obligated to undertake, and has not undertaken to make, an independent verification of the information provided by the City, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in the Preliminary Official Statement. PFM Financial Advisors LLC is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities.

CONTINUING DISCLOSURE

The City will covenant in a Continuing Disclosure Certificate for the benefit of the owners and beneficial owners of the Notes to provide annually certain financial information and operating data relating to the City (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report is to be filed by the City not later than two hundred seventy (270) days after the close of each fiscal year, commencing with the Fiscal Year ending June 30, 2022, with the Municipal Securities Rulemaking Board, at its internet repository named "Electronic Municipal Market Access" ("EMMA"). The notices of events, if any, are also to be filed with EMMA. See "FORM OF CONTINUING DISCLOSURE CERTIFICATE" included in APPENDIX D to this Preliminary Official Statement. The specific nature of the information to be contained in the Annual Report or the notices of events, and the manner in which such materials are to be filed, are summarized in the "FORM OF CONTINUING DISCLOSURE CERTIFICATE". These covenants have been made in order to assist the Purchaser in complying with section (b)(5) of the Rule.

The City is not aware of any instance in the previous five years in which it has failed to comply, in all material respects, with previous undertakings in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule.

Breach of the undertakings will not constitute a default or an "Event of Default" under the Notes or the Resolution. A broker or dealer is to consider a known breach of the undertakings, however, before recommending the purchase or sale of the Notes in the secondary market. Thus, a failure on the part of the City to observe the undertakings may adversely affect the transferability and liquidity of the Notes and their market price.

FINANCIAL STATEMENTS

The City's Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2021 is reproduced in APPENDIX C to this Preliminary Official Statement. The City's certified public accountant has not consented to distribution of the audited financial statements and has not undertaken added review of their presentation. Further information regarding financial performance and copies of the City's prior Comprehensive Annual Financial Reports may be obtained from the City's Municipal Advisor PFM Financial Advisors LLC.

CERTIFICATION

The City has authorized the distribution of this Preliminary Official Statement for use in connection with the initial sale of the Notes. I have reviewed the information contained within the Preliminary Official Statement prepared on behalf of the City of Cedar Falls, Iowa, by PFM Financial Advisors LLC, Des Moines, Iowa, and to the best of my knowledge, information and belief, said Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading regarding the issuance of \$3,860,000* General Obligation Capital Loan Notes, Series 2022.

CITY OF CEDAR FALLS, IOWA

/s/ Jennifer Rodenbeck, Director of Finance & Business Operations

* Preliminary; subject to change.

APPENDIX A

GENERAL INFORMATION ABOUT THE CITY OF CEDAR FALLS, IOWA

The \$3,860,000 General Obligation Capital Loan Notes, Series 2022 (the “Notes”) are general obligations of the City of Cedar Falls, Iowa (the “City”) for which the City will pledge its power to levy direct ad valorem taxes against all taxable property within the City without limitation as to rate or amount to the repayment of the Notes.*

** Preliminary; subject to change.*

CITY PROPERTY VALUES

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2021 final Actual Values were adjusted by the Black Hawk County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2021, the taxable value rollback rate is 54.1302% of actual value for residential property; 89.0412% of actual value for agricultural property; 63.7500% of the actual value for multiresidential property; 90.0000% of actual value for commercial, industrial and railroad property; and 100% of the actual value of utility property.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2021 Valuations for Taxes payable July 1, 2022 through June 30, 2023)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$2,803,566,538	\$1,510,770,762
Commercial	529,254,483	461,067,249
Industrial	33,533,725	27,238,463
Multiresidential	98,472,234	59,965,819
Railroads	2,303,363	2,073,026
Utilities w/o Gas & Electric	<u>1,931,517</u>	<u>1,931,517</u>
Gross valuation	\$3,469,061,860	\$2,063,046,836
Less military exemption	<u>(2,656,231)</u>	<u>(2,656,231)</u>
Net valuation	\$3,466,405,629	\$2,060,390,605
TIF increment (used to compute debt service levies and constitutional debt limit)	\$204,625,917	\$204,625,917
Taxed Separately		
Ag. Land & Buildings	\$7,246,470	\$6,452,342
Gas & Electric Utilities	\$56,915,222	\$4,230,086

2021 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY ¹⁾

	<u>Taxable Valuation</u>	<u>Percent Total</u>
Residential	\$1,510,770,762	73.08%
Multiresidential	59,965,819	2.90%
Commercial, Industrial, and Utilities	490,237,229	23.71%
Gas & Electric Utilities	4,230,086	0.21%
Railroads	<u>2,073,026</u>	<u>0.10%</u>
Total Gross Taxable Valuation	\$2,067,276,922	100.00%

1) Excludes Taxable TIF Increment and Ag. Land & Buildings.

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2017	2018-19	\$3,166,929,337	\$1,837,202,491	\$135,715,774
2018	2019-20	3,267,845,904	1,955,185,106	104,565,502
2019	2020-21	3,417,168,394	1,968,057,686	138,806,175
2020	2021-22	3,490,992,530	1,964,300,512	225,821,072
2021	2022-23	3,735,193,238	2,064,620,691	204,625,917

The 100% Actual Valuation, before rollback and after reduction of military exemption, includes Ag. Land, Ag. Buildings, Taxable TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land, Ag. Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding the Taxable TIF Increment and debt service levies are certified against Taxable Valuations including the Taxable TIF Increment.

LARGER TAXPAYERS

Set forth in the following tables are the persons or entities which represent the larger taxpayers within the boundaries of the City, as provided by the Black Hawk County Auditor's office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. The City's mill levy is uniformly applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u> ¹⁾	<u>Type of Property</u>	<u>1/1/2021 Taxable Valuation</u> ²⁾
Target Corporation	Commercial/Industrial	\$70,336,116
Midland Tarkenton LLC	Commercial	14,093,442
Vereit Real Estate LP	Comemercial	13,191,741
Wal Mart Re Business Trust	Commercial	12,642,237
Prime RE 2 LLC	Commercial	12,373,650
Martin Realty Company LLC	Commercial	11,675,727
WB CF Assoc LTD Partners III	Multiresidential	11,037,428
Menard Inc.	Commercial	10,627,884
Deere and Co.	Commercial	10,147,759
RBR Holdings II LLC	Multiresidential	9,951,037

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.

2) The 1/1/2021 taxable valuations listed represent only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Black Hawk County Auditor's Office

PROPERTY TAX LEGISLATION

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on standing appropriations or the future tax collections of the City. Purchasers of the Notes should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the Notes and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the “2019 Act”). The 2019 Act modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City's budget. The 2019 Act also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the general obligation debt.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the “2013 Act”). Among other things, the 2013 Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a “rollback” (the percentage of a property’s value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, after which the rollback percentage for such properties will be equal to the residential rollback percentage each assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

During the 2021 legislative session, House File 418 (the “2021 Act”) was signed into law on March 8, 2021, applicable to valuations beginning January 1, 2022. The 2021 Act removes the multi-residential property classification by reclassifying certain properties as a subdivision of “residential” property. The multi-residential classification was created as part of the January 1, 2015 valuations and became unnecessary due to the equalization of the residential and multi-residential classifications as of January 1, 2022.

The 2013 Act included a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. During the 2021 legislative session, Senate File 619 (“SF 619”) was signed into law on June 17, 2021, which phases out the standing appropriation payments over time to the City starting in Fiscal Year 2022-23 through Fiscal Year 2025-26. In Fiscal Year 2021-22, the City will collect \$718,601. In Fiscal Year 2022-23, the City estimates it will collect \$628,776. The appropriation does not replace losses to local governments resulting from the 2013 Act’s provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for multi-residential properties from the residential rollback percentage, or the reduction in the percentage of telecommunications property that is subject to taxation.

HF 2552, signed into law on May 2, 2022, alters the existing Business Property Tax Credit (“BPTC”) by changing the credit to an exemption and altering how local governments are reimbursed by the State for the property tax reductions associated with the exemption. A standing General Fund appropriation of up to \$125 million is anticipated to be used to reimburse local governments for the tax reductions associated with the exemption replacing the BPTC. Through Fiscal Year 2028-29, reimbursement claims by local governments are expected to be less than \$125 million. The standing appropriation is projected to be insufficient to cover the cost of the program starting with Fiscal Year 2029-30, resulting in prorated reimbursement claims to local governments. Local government revenues may be negatively affected if the state does not increase or maintain the appropriation.

Notwithstanding any modifications to property tax revenues that may result from the 2013 Act, 2019 Act, 2021 Act, SF 619 or HF 2552, the Notes are secured by an unlimited ad valorem property tax. See “PAYMENT OF AND SECURITY FOR THE NOTES” herein.

CITY INDEBTEDNESS

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2021 valuation currently applicable to the Fiscal Year 2022-23 is as follows:

2021 Actual Valuation of Property	\$3,735,193,238 ¹⁾
Legal Debt Limit of 5%	<u>0.05</u>
Legal Debt Limit	\$186,759,662
Less: G. O. Debt Subject to Debt Limit	(15,710,000) *
Less: Developer Rebate Agreements	<u>(1,591,710) ²⁾</u>
Net Debt Limit	\$169,457,952 *

- 1) Actual Valuation as reported by the Iowa Department of Management.
- 2) As reported by the City pursuant to development agreements for urban renewal projects under the authority of Iowa Code Chapter 403 or other intergovernmental agreements (under chapter 28E, etc.). The Iowa Supreme Court has not formally ruled on the question of whether contracts to rebate the tax increment generated by a particular development constitutes indebtedness of a City for constitutional debt limit purposes. The amount above includes rebate agreements that may not be debt. Some development agreements are subject to the right of annual appropriation by the City, thereby limiting the extent of possible debt to only amounts currently due and appropriated in the current fiscal year. Amounts payable under a particular development agreement may not constitute legal indebtedness, but are memorialized in the table below to conservatively state the City's possible financial exposure. Payment of future installments may be dependent upon undertakings by the developers, which may have not yet occurred. The City actively pursues opportunities consistent with the development goals of its various urban renewal plans, which may be amended from time to time, and the City may enter into additional development agreements committing to additional rebate incentives in calendar year 2022 or thereafter. Includes TIF rebate agreement payments for FY 2022-23 which were appropriated by the City Council. For additional information see "OTHER DEBT: Tax Increment Rebate Agreements" table herein.

DIRECT DEBT

General Obligation Debt Paid by Property Taxes (Includes the Notes)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 8/31/22</u>
7/16	\$2,865,000	Capital Improvements	6/26	\$1,130,000
7/18	2,860,000	Capital Improvements	6/28	1,900,000
7/20	3,430,000	Capital Improvements	6/30	2,965,000
7/22	3,860,000*	Capital Improvements	6/35	<u>3,860,000*</u>
Subtotal				\$9,855,000*

* Preliminary; subject to change.

General Obligation Debt Paid by Sewer Utility Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 8/31/22</u>
7/16	\$6,790,000	Capital Improvements	6/28	\$3,815,000
7/18	2,160,000	Capital Improvements	6/28	<u>1,430,000</u>
Subtotal				\$5,245,000

General Obligation Debt Paid by Storm Water Utility Revenues

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 8/31/22</u>
7/18	\$920,000	Capital Improvements	6/28	\$610,000

Total Outstanding General Obligation Debt**\$15,710,000*****Annual Fiscal Year Debt Service Payments****General Obligation Debt Paid by Property Taxes (Includes the Notes)**

<u>Fiscal Year</u>	<u>Current Outstanding</u>		<u>Notes</u>		<u>Total Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>	<u>Principal*</u>	<u>Principal & Interest*</u>	<u>Principal*</u>	<u>Principal & Interest*</u>
2022-23	\$895,000	\$1,061,750	\$0	\$126,391	\$895,000	\$1,188,141
2023-24	925,000	1,065,450	250,000	417,900	1,175,000	1,483,350
2024-25	950,000	1,063,100	260,000	416,650	1,210,000	1,479,750
2025-26	980,000	1,064,800	275,000	419,950	1,255,000	1,484,750
2026-27	715,000	773,700	285,000	417,575	1,000,000	1,191,275
2027-28	735,000	772,600	300,000	419,750	1,035,000	1,192,350
2028-29	390,000	405,900	310,000	416,250	700,000	822,150
2029-30	<u>405,000</u>	413,100	325,000	417,300	730,000	830,400
2030-31			340,000	417,675	340,000	417,675
2031-32			355,000	417,375	355,000	417,375
2032-33			370,000	416,400	370,000	416,400
2033-34			385,000	416,600	385,000	416,600
2034-35			<u>405,000</u>	421,200	<u>405,000</u>	421,200
Total	\$5,995,000		\$3,860,000*		\$9,855,000*	

* Preliminary; subject to change.

General Obligation Debt Paid by Sewer Utility Revenues

<u>Fiscal Year</u>	<u>Current Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>
2022-23	\$810,000	\$950,200
2023-24	840,000	957,700
2024-25	865,000	959,150
2025-26	890,000	959,800
2026-27	910,000	957,100
2027-28	<u>930,000</u>	953,800
Total	\$5,245,000	

General Obligation Debt Paid by Storm Water Utility Revenues

<u>Fiscal Year</u>	<u>Current Outstanding</u>	
	<u>Principal</u>	<u>Principal & Interest</u>
2022-23	\$90,000	\$117,250
2023-24	95,000	117,750
2024-25	100,000	118,000
2025-26	105,000	118,000
2026-27	110,000	118,800
2027-28	<u>110,000</u>	114,400
Total	\$610,000	

OTHER DEBT

Tax Increment Rebate Agreements

<u>TIF Rebate Agreements</u>	<u>Total Estimated Obligation Outstanding as of 8/31/22</u>	<u>Estimated Final Payment Date</u>	<u>Total Estimated Obligation Subject to Debt Limit as of 8/31/22</u>
Linderbaum Real Estate, LLC	\$27,810	6/30/24	\$13,905 ¹⁾
RBJB, LLC (Allen Occ. Health)	8,850	6/30/23	8,850 ¹⁾
River Place Properties	18,880,000	6/30/37	1,120,000 ¹⁾
CV Commercial 2, LLC	83,200	6/30/24	41,600 ¹⁾
Six Kids, LLC	21,123	6/30/24	14,082 ¹⁾
Martin Realty Company II, LLC	10,065	6/30/25	5,033 ¹⁾
Zheng Development, LLC	45,710	6/30/24	22,855 ¹⁾
Arabella, LLC	265,514	6/30/26	66,128 ¹⁾
Panther Builders, LLC	54,480	6/30/26	13,620 ¹⁾
Standard Distribution Co.	48,969	6/30/25	24,485 ¹⁾
SDC Real Estate, LLC	35,843	6/30/25	17,922 ¹⁾
River Place Properties II, LLC	938,187	6/30/27	187,637 ¹⁾
McWing, LLC	106,171	6/30/31	0 ²⁾
Prestige WW, LLC	42,897	6/30/27	8,579 ¹⁾
Six Kids, LLC	141,041	6/30/27	47,014 ¹⁾
Stone and Terrace, LLC	65,940	6/30/28	0 ²⁾
Community Bank & Trust	140,000	6/30/28	0 ²⁾
Total			<u>\$1,591,710</u>

1) TIF rebate agreement payments for FY 2022-23 which were appropriated by the City Council; and subject to the Debt Limit.

2) No TIF rebate agreement payments were appropriated for FY 2022-23.

SEWER UTILITY REVENUE DEBT

The City has revenue debt payable solely from net revenues of the sewer utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 8/31/22</u>
8/11	\$6,998,104	Capital Improvements (SRF Loan)	6/33	\$4,392,000

ELECTRIC UTILITY REVENUE DEBT

Cedar Falls Utilities has revenue debt payable solely from net revenues of the electric utility as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 8/31/22</u>
6/15	\$26,395,000	Electric Refunding	12/26	\$11,760,000

INDIRECT GENERAL OBLIGATION DEBT

<u>Taxing District</u>	<u>1/1/2021 Taxable Valuation</u> ¹⁾	<u>Portion of Taxable Valuation within the City</u>	<u>Percent In City</u>	<u>G.O. Debt</u> ²⁾	<u>City's Proportionate Share</u>
Black Hawk County	\$6,510,371,056	\$2,275,698,950	34.95%	\$16,690,000	\$5,833,155
Cedar Falls CSD	2,382,271,329	2,197,983,531	92.26%	95,245,000	87,873,037
Hudson CSD	261,326,107	20,436,064	7.82%	0	0
Waterloo CSD	3,212,503,299	57,179,389	1.78%	0	0
Dike-New Hartford CSD	337,301,762	99,966	0.03%	9,781,000	2,934
Hawkeye Comm. College	11,640,425,155	2,275,698,950	19.55%	26,435,000	<u>5,168,043</u>
City's Share of Total Overlapping Debt					\$98,877,169

- 1) Taxable Valuation excludes military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
 2) Includes general obligation Notes, PPEL Notes, certificates of participation and new jobs training certificates. Estimate based on publicly available data as of June 7, 2022.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$3,735,193,238) ¹⁾</u>	<u>Debt/40,713 Population ²⁾</u>
Total General Obligation Debt	\$15,710,000 *	0.42%*	\$385.87*
Less: G. O. Debt Paid by Enterprise Funds ³⁾	<u>(5,855,000)*</u>		
Net G.O. Debt Paid by Taxes and Tax Increment	\$9,855,000 *	0.26%*	\$242.06*
City's Share of Overlapping Debt	\$98,877,169	2.65%	\$2,428.64

- 1) Based on the City's 1/1/2021 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
 2) Population based on the City's 2020 U.S. Census.
 3) Includes general obligation debt paid by sewer and storm water utility revenues.

* Preliminary; subject to change

THE CITY

CITY GOVERNMENT

Incorporated in 1854, the City of Cedar Falls, Iowa is governed by a seven member City Council under a Mayor-Council form of government, with an appointed City Administrator. One Council Member is elected from each of the City's five wards. Two City Council members and the Mayor are elected at large. The office of Mayor is a full-time position. The Mayor is the presiding officer of the City Council and coordinates the City Council's work and that of City officials. The City Administrator is appointed by the City Council and serves as the chief administrative officer.

Various City officials hold administrative responsibility. Department Directors of Finance & Business Operations, Community Development, Public Works and Public Safety Services have management and administrative responsibilities for their respective departments and report to the City Administrator. An appointed City Clerk is the custodian of City records and reports to the Director of Finance & Business Operations. The Controller/City Treasurer has financial, accounting and budget control responsibilities and reports to the Director of Finance & Business Operations.

The City uses a committee system to study routine problems more efficiently and comprehensively. All the City Council Members serve on the Committee of the Whole and report their findings, conclusions and recommendations to the Council as a whole. Many other Boards and Commissions also serve City needs, including a nine member Planning and Zoning Commission which acts in advisory capacity to the City Council.

LEVIES AND TAX COLLECTIONS

<u>Fiscal Year</u>	<u>Levy</u>	<u>Collected During Collection Year</u>	<u>Percent Collected</u>
2017-18	\$24,209,386	\$24,161,506	99.80%
2018-19	24,645,012	24,568,321	99.69%
2019-20	24,481,564	23,987,530	97.98%
2020-21	25,791,096	27,036,815 ¹⁾	104.83%
2021-22	28,084,233	-----In Process of Collection-----	

1) Higher collections due to no tax sale in 2020 due to Covid-19.

Collections include delinquent taxes from all prior years. Taxes in Iowa are delinquent each October 1 and April 1 and a late payment penalty of 1% per month of delinquency is enforced as of those dates. If delinquent taxes are not paid, the property may be offered at the regular tax sale on the third Monday of June following the delinquency date. Purchasers at the tax sale must pay an amount equal to the taxes, special assessments, interest and penalties due on the property and funds so received are applied to taxes. A property owner may redeem from the regular tax sale but, failing redemption within three years, the tax sale purchaser is entitled to a deed, which in general conveys the title free and clear of all liens except future tax installments.

Source: Black Hawk County Auditor's office

TAX RATES

	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>	<u>\$/1,000</u>
Black Hawk County	6.41507	6.69303	6.30363	6.33625	6.17391
City of Cedar Falls	11.13476	11.22169	10.95250	11.43408	11.38273
Cedar Falls Community School District	14.27271	13.94694	13.84612	13.89314	13.95299
Hawkeye Community College	0.97071	1.01703	1.11803	1.15802	1.17640
Assessor/Appraiser	0.26966	0.25005	0.22093	0.22095	0.22103
Agriculture Ext. Service	0.09148	0.09346	0.09315	0.09580	0.09872
State of Iowa	<u>0.00310</u>	<u>0.00290</u>	<u>0.00280</u>	<u>0.00270</u>	<u>0.00260</u>
Total Tax Rate City Resident	33.15749	33.22510	32.53716	33.14094	33.00838

LEVY LIMITS

A city's general fund tax levy is limited to \$8.10 per \$1,000 of taxable value, with provision for an additional \$0.27 per \$1,000 levy for an emergency fund which can be used for general fund purposes (Code of Iowa, Chapter 384, Division I). Cities may exceed the \$8.10 limitation upon authorization by a special levy election. Further, there are limited special purpose levies which may be certified outside of the above-described levy limits (Code of Iowa, Section 384.12). The amount of the City's general fund levy subject to the \$8.10 limitation is \$8.10 for Fiscal Year 2022-23. The City does levy for the operation and maintenance of publicly owned transit; liability, property and self-insurance costs; support of a local emergency management committee; instrumental/vocal music groups; support of the public library; and employee benefits in addition to the \$8.10 general fund limit as authorized by law. Currently, the City does not levy for an emergency fund. Debt service levies are not limited.

(The remainder of this page has been intentionally left blank.)

FUNDS ON HAND (Cash and Investments as of March 31, 2022)

General	\$3,505,032.16
TIF	(465.00) ¹⁾
Street Construction	10,350,375.92
Local Street Repair	21,034,498.42
Cable Television	1,931,026.88
Parking Meter	601,605.98
Visitors & Tourism Services	624,169.74
Community Center & Senior Services	(34,113.79) ²⁾
Police Forfeiture & D.A.R.E.	14,013.94
Police Retirement	3,142,330.54
Fire Retirement	3,048,922.96
Library Reserve	36,549.04
Softball Player	208,573.73
Golf Capital	534,402.01
Rec. Center Capital	1,537,552.01
Hearst Center Capital	364,631.70
Debt Service	2,681,256.63
Washington Park/Par 3	33,557.74
FEMA	1,560,604.27
Flood Reserve Fund	2,996,810.07
TIF Bond Fund	(19,099,895.49) ¹⁾
2016 Bond Fund	(441,707.75) ³⁾
2018 Bond Fund	437,169.66
2020 Bond Fund	(834,110.01) ³⁾
Capital Projects and Equipment	27,667,834.81
Parkade Renovation	15,258.25
Sidewalk Assessment	(36,607.70) ⁴⁾
Economic Development	7,437,111.03
Storm Water Bond	278,615.59
Sewer Bond Fund	3,077,204.93
Refuse	5,426,091.38
Sewer Rental	14,659,685.55
Storm Water Utility	2,789,869.40
Data Processing	1,325,044.55
Health Insurance	2,256,929.79
Health Severance	352,557.99
Vehicle Maintenance	3,222,496.90
Payroll	2,879,837.20
Workmen's Compensation	1,231,144.35
L.T.D. Insurance	373,212.09
Liability Insurance	1,131,452.48
Trust & Agency	6,070.46
Greenwood Perpetual Care	253,027.43
Fairview Perpetual Care	167,248.15
Hillside Perpetual Care	53,527.75
Sartori Memorial Hospital	11,364,374.19
Section 8 Housing Voucher	696,446.08
Block Grant	<u>72,846.18</u>
Total Cash & Investments	\$120,934,070.19

1) Fund will be repaid by future TIF revenues.

2) Fund will be repaid by transfers from General Fund.

3) Fund will be repaid by future bond proceeds.

4) Fund will be repaid by future special assessments.

EMPLOYEES AND PENSIONS

The City currently has 218 full-time employees and 104 part-time or seasonal employees, excluding Cedar Falls Utilities personnel. In addition, the City has a public safety department with 74 sworn fire, police and public safety officers. The City participates in two statewide employee retirement systems, the Iowa Public Employees Retirement System (“IPERS”) and the Municipal Fire and Police Retirement System of Iowa (“MFPRSI”). The State of Iowa administers IPERS and a nine-member board of trustees governs the MFPRSI. Though separate and apart from state government, the MFPRSI board is authorized by state legislature, which also establishes by statute the pension and disability benefits and the system’s funding mechanism. All full-time employees must participate in either IPERS or MFPRSI.

Iowa Public Employees Retirement System: The City contributes to IPERS, which is a cost-sharing, multiple-employer, contributory defined benefit public employee retirement system administered by State of Iowa. IPERS provides retirement and death benefits, which are established by state statute, to plan members and beneficiaries. IPERS is authorized to adjust the total contribution rate up or down each year, by no more than 1 percentage point, based upon the actuarially required contribution rate. The City’s contributions to IPERS for the previous three fiscal years, as shown below, equal the required contributions for each year.

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>
IPERS City Contribution	\$920,276	\$988,265	\$1,047,351

The IPERS Annual Comprehensive Financial Report is available on the IPERS website, or by contacting IPERS at 7401 Register Drive P.O. Box 9117, Des Moines, IA 50321. However, the information presented in such financial reports or on such website is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from the IPERS discussed above or included on the IPERS website, including, but not limited to, updates of such information on the State Auditor’s website or links to other Internet sites accessed through the IPERS website.

Pursuant to Governmental Accounting Standards Board (“GASB”) Statement No. 68, the City reported a liability of \$9,264,499 within its Comprehensive Annual Financial Report as of June 30, 2021 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan’s net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2020, 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, 2020, the City’s collective proportion was 0.131884% which was an increase of 0.003809% from its proportion measured as of June 30, 2019.

The City cannot predict the levels of funding that will be required in the future as any IPERS unfunded pension benefit obligation could be reflected in future years in higher contribution rates. The investment of moneys, assumptions underlying the same and the administration of IPERS is not subject to the direction of the City. Thus, it is not possible to predict, control or prepare for future unfunded actuarial liabilities (“UAL”) of IPERS. The UAL is the difference between total actuarially accrued liabilities and actuarially calculated assets available for the payment of such benefits. The UAL is based on assumptions as to retirement age, mortality, projected salary increases attributed to inflation, across-the-board raises and merit raises, adjustments, cost-of-living adjustments, valuation of current assets, investment return and other matters. Such UAL could be substantial in the future, requiring significantly increased contributions from the City which could affect other budgetary matters.

Municipal Fire and Police Retirement System of Iowa: The City contributes to MFPRSI, which is a cost-sharing, multiple-employer defined benefit pension plan. MFPRSI provides retirement, disability, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statute, and vest after four years of credited service. The City’s police officers and fire fighters are enrolled in the MFPRSI.

MFPRSI plan members are required to contribute a percentage of their annual covered salary, and the City is required to contribute at an actuarially determined rate of annual covered payroll. The contribution requirements of plan members and the City are established and may be amended by state statute. The City's contributions to MFPRSI for the previous three fiscal years, as shown below, equal the required contributions for each year.

	<u>FY 2018-19</u>	<u>FY 2019-20</u>	<u>FY 2020-21</u>
MFPRSI City Contribution	\$1,469,237	\$1,442,048	\$1,445,236

The MFPRSI's Independent Auditors Report is available on the MFPRSI website, or by contacting MFPRSI at 7155 Lake Drive, Suite 201, West Des Moines, IA 50266. However, the information presented in such financial reports or on such websites is not incorporated into this Preliminary Official Statement by any references.

Bond Counsel, the City and the Municipal Advisor undertake no responsibility for and make no representations as to the accuracy or completeness of the information available from MFPRSI discussed above or included on the MFPRSI website, including, but not limited to, updates of such information on the State Auditor's website or links to other Internet sites accessed through the MFPRSI website.

Pursuant to GASB Statement No. 68, the City reported a liability of \$14,834,799 with its Comprehensive Annual Financial Report as of June 30, 2021 for its proportionate share of the net pension liability. The net pension liability is the amount by which the total actuarial liability exceeds the pension plan's net assets or fiduciary net position (essentially the market value) available for paying benefits. The net pension liability was measured as of June 30, 2020, 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, 2020, the City's collective proportion was 1.859929% which was a decrease of 0.00494% from its proportion measured as of June 30, 2019.

For additional information on the City's Pension Plans, including information related to deferred outflows and inflows of resources related to pensions, expenses, actuarial assumption, discount rate and discount rate sensitivities refer to Note F beginning on page 71 of the City's June 30, 2021 Comprehensive Annual Financial Report contained in APPENDIX C to this Preliminary Official Statement.

OTHER POST-EMPLOYMENT BENEFITS (OPEB)

Plan Description: The City operates a single-employer health benefit plan which provides medical, prescription drug and life benefits for all full-time, active employees and retired employees and their eligible dependents. Group insurance benefits are established under Iowa Code Chapter 509A.13. No assets are accumulated in a trust that meets the criteria in paragraph 4 of GASB Statement No. 75. The plan does not issue a stand-alone financial report.

Employees of the City who 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. As of June 30, 2021, there were 17 inactive employees or beneficiaries and 201 active employees receiving benefit payments.

Funding Policy: The contribution requirements of plan members are established and may be amended by the City. The City currently finances the benefit plan on a pay-as-you-go basis. The majority of expenditures are paid for out of the General Fund.

The City's total OPEB liability of \$3,560,585 as of June 30, 2021 was measured as of June 30, 2020, and was determined by an actuarial valuation as of that date. The following table represents the change in the total OPEB liability from the prior year:

Total OPEB liability beginning of year	\$3,490,632
Changes for year:	
Service cost	208,856
Interest	79,347
Difference between expected and actual experience	0
Change in assumptions	0
Benefit payments	<u>(218,250)</u>
Net changes	<u>\$69,953</u>
Net OPEB liability, end of year	\$3,560,585

For additional information on the City's OPEB, refer to Note G - Other Postemployment Benefits, beginning on page 81 of the City's June 30, 2021 Comprehensive Annual Financial Report included in APPENDIX C to this Preliminary Official Statement.

UNION CONTRACTS

The City currently has negotiated contracts with the two employee groups as shown in the table below.

<u>Employee Group</u>	<u>Contract Expiration Date</u>	<u>% Annual Increase</u>
Teamsters – Parks & Public Works	06/30/27	Years 1-2: 3% Years 3-5: No less than 2.5%, no more than 3.5%
Teamsters – Police	06/30/27	Years 1-2: .50¢ market adjustment plus 3.5% Years 3-5: No less than 3.5%, no more than 4.5%

(The remainder of this page has been intentionally left blank.)

INSURANCE

The City's insurance coverage is as follows:

<u>Type of Insurance</u>	<u>Coverage</u>
Property	\$130,013,415 Total Insured Values \$100,000 Self-Insured Retention
Public Risk General Liability	\$7,000,000 Limit \$10,000,000 General Aggregate \$150,000 Self-Insured Retention
Employee Benefits Liability	Limit Included in GL Limit Aggregate Included in GL Limit \$150,000 Self-Insured Retention
Business Auto Liability	\$7,000,000 Limit \$150,000 Self-Insured Retention
Public Officials Liability	\$7,000,000 Limit \$10,000,000 Aggregate \$150,000 Self-Insured Retention
Law Enforcement Coverage	\$7,000,000 Limit \$10,000,000 Aggregate \$150,000 Self-Insured Retention
Employment Practices Liability	\$7,000,000 Limit \$10,000,000 Aggregate \$150,000 Self-Insured Retention
Auto Physical Damage	\$15,296,977 Total Vehicle Values \$10,000 Deductible Per Vehicle
Equipment Breakdown	\$100,000,000 Limit \$5,000 Self-Insured Retention
Excess Workers' Compensation	\$1,000,000 Limit \$1,000,000 Aggregate Limit \$500,000 Retention \$750,000 Retention (Police/Fire)
Crime	\$500,000 Limit \$25,000 Self-Insured Retention
Cyber Liability	\$2,000,000 Limit \$2,000,000 Aggregate \$15,000 Self-Insured Retention

GENERAL INFORMATION

LOCATION AND TRANSPORTATION

The City, with a 2020 U.S. census population of 40,713 and a total land area of 29.1 square miles, is located adjacent to the City of Waterloo, Iowa. The City is 105 miles northeast of Des Moines, Iowa, 192 miles south of Minneapolis, Minnesota and 275 miles west of Chicago, Illinois. The City is accessible by U.S. Highways No. 20, 63 and 218 and State Highways No. 21, 57, 281 and 412. Interstate Highway No. 380 links the City and the City of Waterloo, Iowa with the southeastern area of the State and connects with Interstate Highway No. 80. Interstate Highway No. 35 is located about 65 miles west of the City. Bus transportation is provided in the City by the Metropolitan Transit Authority and both in and out of state by three bus lines. Commercial and charter air service is available at the Waterloo Municipal Airport.

LARGER EMPLOYERS

A representative list of larger employers in the City is as follows:

<u>Employer</u>	<u>Type of Business</u>	<u>Number of Employees</u> ¹⁾
John Deere Product Eng. Center	Manufacturer	5,000 ²⁾
MercyOne Medical	Health Care Hospital & Clinics	2,893 ²⁾
Hy-Vee Food Stores	Retail	1,719 ²⁾
University of Northern Iowa	Post-secondary education	1,584
Omega Cabinetry Ltd	Manufacturer	994 ²⁾
Target Distribution	Retail Distributor	840
Cedar Falls Community School District	Education	826 ³⁾
The Western Home	Elderly Housing/Care	668
Area Education Agency 267	Education	650
Martin Brothers Distribution	Frozen Foods/Institutional Products	600

1) Number of employees includes all full-time, part-time and seasonal employees.

2) Number of employees includes multiple locations in both Cedar Falls and Waterloo.

3) Does not include substitute teachers or athletic coaches.

Source: The City and company inquiries. The list is updated frequently as changes are identified and is not to be construed as a complete profile.

U.S. CENSUS DATA

Population Trend	1980 U.S. Census	36,322
	1990 U.S. Census	34,298
	2000 U.S. Census	36,145
	2010 U.S. Census	39,260
	2020 U.S. Census	40,713

Source: U.S. Census Bureau

BUILDING PERMITS

City officials report the following construction activity as of May 31, 2022. Building permits are reported on a fiscal year basis.

	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Single Family Homes</u>					
No. of new homes:	115	100	94	127	76
Valuation:	\$28,949,644	\$26,621,361	\$24,929,465	\$39,212,602	\$21,975,307
<u>Multiple Family Dwellings</u>					
No. of new buildings:	4	9	13	0	0
Valuation:	\$772,680	\$6,820,000	\$3,690,000	\$0	\$0
<u>Dwelling Additions & Alterations</u>					
No. of permits issued:	1,903	1062	888	984	760
Valuation:	\$20,008,798	\$10,828,324	\$10,369,480	\$13,372,316	\$11,700,936
<u>Commercial/Industrial/Other</u>					
No. of new buildings:	14	12	29	18	21
Valuation:	\$41,669,362	\$33,915,400	\$20,895,047	\$119,598,350	\$36,417,032
<u>Commercial /Industrial /Other Additions & Alterations</u>					
No. of permits issued:	156	138	101	104	105
Valuation:	<u>\$37,731,066</u>	<u>\$24,422,897</u>	<u>\$11,697,488</u>	<u>\$13,242,304</u>	<u>\$14,112,410</u>
Total Permits:	2,192	1,321	1,125	1,233	962
Total Valuations:	\$129,131,550	\$102,607,982	\$71,581,480	\$185,425,572	\$84,205,685

UNEMPLOYMENT RATES

		<u>City of Cedar Falls</u>	<u>Black Hawk County</u>	<u>State of Iowa</u>
Annual Averages:	2018	1.9%	2.8%	2.5%
	2019	2.0%	3.0%	2.6%
	2020	4.3%	6.0%	5.1%
	2021	3.2%	4.6%	4.2%
	2022 (through March)	2.6%	3.9%	3.8%

Source: Iowa Workforce Development.

EDUCATION

The Cedar Falls Community School District (the “District”) owns and operates seven elementary schools, two junior high schools, one alternative high school and one senior high school, in addition to an administration center and central services building, all of which are located within the City. The District employs approximately 826 full-time and part-time employees (not included athletic coaches and substitute teachers) and has an October 2021 certified enrollment of 5,565.8.

The University of Northern Iowa, located within the City, is a public, co-educational university with approximately 1,584 full-time, part-time and seasonal employees. Wartburg College, a private, four-year liberal arts college, is located in the City of Waverly, Iowa, which is 15 miles north of the City. The Area VII Hawkeye Community College, a public, post-secondary vocational/technical school, is located within the City of Waterloo, Iowa which is adjacent to the City.

FINANCIAL SERVICES

Financial services for residents of the City are provided by Lincoln Savings Bank and branch offices of BankIowa, Cedar Rapids Bank and Trust Company, Farmers State Bank, First National Bank, First Security State Bank, MidWestOne Bank, NXT Bank, Regions Bank, US Bank N.A., and Wells Fargo Bank, N.A. as well as by several credit unions.

Lincoln Savings Bank, one of the largest providers of financial services in the City, reports the following deposits as of June 30 for each year:

<u>Year</u>	<u>Lincoln Savings Bank</u>
2017	\$802,183,000
2018	930,215,000
2019	1,074,848,000
2020	1,124,074,000
2021	1,234,286,000

Source: FDIC Institution Directory

APPENDIX B
FORM OF LEGAL OPINION

APPENDIX C

JUNE 30, 2021 COMPREHENSIVE ANNUAL FINANCIAL REPORT

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL BID FORM

Item 9.

TO: City Council of
City of Cedar Falls, Iowa

Sale Date: July 18, 2022
11:00 A.M., Central Time

RE: \$3,860,000* General Obligation Capital Loan Notes, Series 2022 (the "Notes")

This bid is a firm offer for the purchase of the Notes identified in the TERMS OF OFFERING, on the terms set forth in this bid form, the TERMS OF OFFERING, and is not subject to any conditions, except as permitted by the TERMS OF OFFERING.

For all or none of the above, the Notes, in accordance with the TERMS OF OFFERING, we will pay you not less than \$_____ (minimum amount of \$3,821,400) plus accrued interest to date of delivery for fully registered Notes bearing interest rates and maturing in the stated years as follows:

<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>	<u>Coupon</u>	<u>Maturity</u>	<u>Yield</u>
_____	2024	_____	_____	2030	_____
_____	2025	_____	_____	2031	_____
_____	2026	_____	_____	2032	_____
_____	2027	_____	_____	2033	_____
_____	2028	_____	_____	2034	_____
_____	2029	_____	_____	2035	_____

* Preliminary; subject to change. The City reserves the right to increase or decrease the aggregate principal amount of the Notes and to increase or reduce each scheduled maturity thereof after the determination of the successful bidder. The City may increase or decrease each maturity in increments of \$5,000 but the total amount to be issued will not exceed \$4,500,000. Interest rates specified by the successful bidder for each maturity will not change. Final adjustments shall be in the sole discretion of the City.

The dollar amount of the purchase price proposed by the successful bidder will be changed if the aggregate principal amount of the Notes is adjusted as described above. Any change in the principal amount of any maturity of the Notes will be made while maintaining, as closely as possible, the successful bidder's net compensation, calculated as a percentage of Notes principal. The successful bidder may not withdraw or modify its bid as a result of any post-bid adjustment. Any adjustment shall be conclusive and shall be binding upon the successful bidder.

We hereby designate that the following Notes to be aggregated into term Notes maturing on June 1 of the following years and in the following amounts (leave blank if no term Notes are specified):

<u>Years Aggregated</u>	<u>Maturity Year</u>	<u>Aggregate Amount</u>
_____ through _____	_____	_____
_____ through _____	_____	_____
_____ through _____	_____	_____

In making this offer we accept all of the terms and conditions of the TERMS OF OFFERING published in the Preliminary Official Statement dated July 5, 2022, and represent we are a bidder with established industry reputation for underwriting new issuances of municipal notes. In the event of failure to deliver these Notes in accordance with the TERMS OF OFFERING as printed in the Preliminary Official Statement and made a part hereof, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: \$_____

TRUE INTEREST COST: _____% (Calculated to the dated date of August 31, 2022)

Account Manager: _____ By: _____

Account Members: _____

The foregoing offer is hereby accepted by and on behalf of the City Council of the City of Cedar Falls, Iowa this 18th day of July, 2022.

Attest: _____ By: _____

Title: _____ Title: _____



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: June 2, 2022
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property cleanup and removal of debris by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
 1015 Clay Street
 Cedar Falls, IA 50613

\$438.64 January 2022

\$ 6.58 2022 (fees)

\$445.22 Total owed

Property address: 1106 W. 9th St., CF

Parcel #8914-11-479-007

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.

BARBARA & WALTER DEKOCK

TO THE ABOVE-NAMED PERSON(S):	Barbara & Walter Dekock
PROPERTY DESCRIPTION:	1106 W. 9th Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-11-479-007
LEGAL DESCRIPTION OF PROPERTY:	LINCOLN PARK LOT 2 BLK 4, 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 cleanup/remove debris on the property located at 1106 W. 9th Street pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **July 5, 2022**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Daniels, MMC, City Clerk
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Daniels, 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 CLEANUP/REMOVE DEBRIS ON THE PROPERTY LOCATED AT 1106 W. 9th STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-11-479-007

WHEREAS, it was determined that the property located at 1106 W. 9th Street, being legally described as LINCOLN PARK LOT 2 BLK 4, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-11-479-007, was in violation of City of Cedar Falls Ordinance Section 15-2(3) and 19-70 for failure to cleanup/remove debris on 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 1106 W. 9th Street (Parcel ID 8914-11-479-007) to cleanup/remove debris on the property, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to cleanup/remove debris on the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$497.22, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

LINCOLN PARK LOT 2 BLK 4, Cedar Falls, Black Hawk County, Iowa,
Parcel ID 8914-12-385-007

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 5th day of July, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 4/29/22

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	2/28/22	BEGINNING BALANCE			616.50
	3/15/22	PAYMENT			616.50-
CEPTY	3/17/22	PROPERTY CLEANUP: 1/27/22 38392 PER ORDINANCE 15-2 LOCATION: 315 W. 11TH STREET COOLEY SANITATION INV.#138257 CODE ENFORCEMENT/ADMIN.	38392	4/18/22	1,358.63
					\$936.70
					\$421.93
CEPTY	3/17/22	PROPERTY CLEANUP: 1/27/22 38393 PER ORDINANCE 15-2 LOCATION: 1106 W. 9TH STREET COOLEY SANITATION INV.#138257 CODE ENFORCEMENT/ADMIN.	38393	4/18/22	438.64
					\$312.23
					\$126.41
GFFIN	4/29/22	FINANCE CHARGE-GEN FUND		5/30/22	20.38
GFFIN	4/29/22	FINANCE CHARGE-GEN FUND		5/30/22	6.58

CONTINUED ON NEXT PAGE...

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 4/29/22

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

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
26.96	1797.27		

DUE DATE: 5/30/22

PAYMENT DUE: 1,824.23
TOTAL DUE: \$1,824.23

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 4/29/22 DUE DATE: 5/30/22 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$1,824.23



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

May 3, 2022

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup at 1106 W. 9th Street on 1/27/22 for \$438.64, as well as late fees of \$6.58 for a total amount due of \$445.22. **If no payment is received by May 20, 2022 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 10.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 38393
DATE: 3/17/22

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROPERTY CLEANUP: 1/27/22 PER ORDINANCE 15-2 LOCATION: 1106 W. 9TH STREET COOLEY SANITATION INV.#138257 CODE ENFORCEMENT/ADMIN.	438.64	438.64
			\$312.23
			\$126.41

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$438.64

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/17/22 DUE DATE: 4/18/22
CUSTOMER NO: 2010/2010

NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 38393
TERMS: NET 30 DAYS

AMOUNT:

\$438.64

INVOICE

Cooley Pumping LLC
& Cooley Sanitation LLC
27060 250th St
Grundy Center, IA 50638
Tel: (319) 345-6080
Fax: (319) 345-6081

City of Cedar Falls Code Enforcement
220 Clay St
Cedar Falls, IA 50613

Invoice #: 138257
Invoice Date: Feb 09, 2022
Page #: 1
PO Number: **2 separate locations (same owner)

Service Date	Type	Job Site Information/Description	Quantity	Amount
Feb 09, 2022		(20) City of Cedar Falls Code Enforcement, 1106 W 9th St, & 315 W 11th St, Cedar Falls, IA 50613 PO: **2 separate locations (same owner)		
		Labor>- Work Order 35452 1/27/2022 - 3 men on-site to load debris - 2.5 hrs each (JK/GM/AH)	7.50	\$ 375.00
Feb 09, 2022	Material	Ticket: Solid Waste 30 YD Container Dump & No Return>- Work Order 35863 1/27/2022 - 30-16 & 30-13 - roll off containers utilized on-site(s)	4.59 TN	\$ 193.93
Feb 09, 2022			2.00	\$ 480.00
Feb 09, 2022		Machine/Equipment Charge>- Work Order 35861 1/27/2022 - skid loader - 2 hours	2.00	\$ 200.00
		Invoice Total		<u>\$ 1,248.93</u>

W 11th 936.70
W 9th 312.23

INVOICE QUESTIONS EMAIL ADDRESS - deb@cooleypumping.com. TERMS - INVOICES ARE DUE UPON RECEIPT. Please pay from this invoice as no statement will be sent. 1.5% (18% APR) finance charge (\$1.50 minimum per month) will be added to any balance 30 days or more past due.

REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT

Customer Name: City of Cedar Falls Code Enforcement
Customer #: 007987 - 000020
Invoice #: 138257
Invoice Date: Feb 09, 2022
PO Number:
Invoice Total: \$ 1,248.93

Please write in amount of payment enclosed

Cooley Pumping LLC
& Cooley Sanitation LLC
27060 250th St
Grundy Center, IA 50638

Debra East
2/10/22

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY**CEDAR FALLS CITY OF****Plaintiff****vs****WALTER JOHN DEKOCK****Defendant****Case No: 01071CFCICV139860** - *W 9th***JUDGMENT AND
ORDER TO ABATE****Charge:**

CITY OF CEDAR FALL ORDINANCES 11-200 and 15-2(22): Illegal Storage of Materials Outside of Building, Inoperable Vehicle on Premises, and Overgrowth of Vegetation on Property

Trial was held on the 18th day of March, 2021 and the Court finds the defendant guilty as charged.

IT IS THEREFORE ORDERED that Defendant is found guilty. The Court assesses a civil penalty of \$500.00 plus court costs.

IT IS FURTHER ORDERED that Defendant is given 10 days to abate the nuisance. If the nuisance is not corrected, the City/County has the authority to clean the property/correct the nuisance and assess costs against the property.

IT IS FURTHER ORDERED that Defendant shall keep the property in compliance with local ordinances.

The Defendant is authorized to satisfy financial obligations herein through a plan of payment of \$50.00 every 30 days and every 30 days thereafter until paid in full. The first payment is due within 30 days of today's date. Payments can be made at any Clerk of Court office (Black Hawk County Clerk of Court at 316 E. 5th Street, Waterloo, IA 50703), mailing a payment to any Clerk of Court office and placing the case number in the memo line of any check or money order, online at www.iowacourts.gov, or by calling (515) 348-4788 to make a payment over the telephone.

This case to be paid with Case Nos. CFCICV141198, CFCICV139860, CFCICV140994, and CFCICV141199.

DATED this 10th day of June, 2021

Copies to:
Defendant
Counsel for Plaintiff



State of Iowa Courts

Case Number
CFCICV139860
Type:

Case Title
CF VS DEKOCK, WALTER
ORDER FOR JUDGMENT

So Ordered

A handwritten signature in black ink, appearing to read "Andrew Abbott", written over a horizontal line.

Andrew Abbott, Magistrate
First Judicial District of Iowa

Electronically signed on 2021-06-10 15:29:02

Beacon™ Black Hawk County, IA

Summary

Parcel ID 891411479007
Alternate ID
Property Address 1106 W 9TH ST
 CEDAR FALLS IA 50613
Sec/Twp/Rng N/A
Brief Tax Description LINCOLN PARK LOT 2 BLK 4
 (Note: Not to be used on legal documents)
Deed Book/Page CLD-680-757 (10/23/2001)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-03

Owner information

Deed
DE KOCK, WALTER J
 1015 CLAY ST
 CEDAR FALLS IA 50613

Deed
DE KOCK, BARBARA K
 1015 CLAY ST
 CEDAR FALLS IA 50613

Mail To
DE KOCK, WALTER J
 1015 CLAY ST
 CEDAR FALLS IA 50613

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/22/2001	BENTS,FAYE	DE KOCK,WALTER JOHN	680-757	TRANSFER TO/BY ESTATE - PRIOR 09	Deed		\$36,000.00

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 50.00 x 125.00
Lot Area 0.14 Acres; 6,250 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 1 Story Frame
Architectural Style N/A
Year Built 1920
Exterior Material Composite Siding
Total Gross Living Area 640 SF
Attic Type None;
Number of Rooms 4 above; 0 below
Number of Bedrooms 2 above; 0 below
Basement Area Type Full
Basement Area 640
Basement Finished Area
Plumbing 1 Standard Bath - 3 Fi;
Central Air No
Heat Yes
Fireplaces
Porches
Decks Wood Deck (200 SF);
Additions
Garages 840 SF (28F W x 30F L) - Det Frame (Built 1970);

Permits

Permit #	Date	Description	Amount
CF 1432	03/04/2003	Ext-Remodel	5,400

Valuation

	2022	2021	2020	2019	2018	2017
Classification	Residential	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$21,830	\$21,830	\$15,760	\$15,760	\$15,760	\$15,760
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310	\$56,310
= Gross Assessed Value	\$78,140	\$78,140	\$72,070	\$72,070	\$72,070	\$72,070
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$78,140	\$78,140	\$72,070	\$72,070	\$72,070	\$72,070

Taxation

	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+ Taxable Land Value	\$8,890	\$8,680	\$8,970	\$8,766
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$31,764	\$31,012	\$32,051	\$31,320
= Gross Taxable Value	\$40,654	\$39,692	\$41,021	\$40,086
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$40,654	\$39,692	\$41,021	\$40,086
x Levy Rate (per \$1000 of value)	33.00838	33.14094	32.53716	33.22510
= Gross Taxes Due	\$1,341.92	\$1,315.43	\$1,334.71	\$1,331.00
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$1,341.92	\$1,315.43	\$1,334.71	\$1,331.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	\$671	Yes	3/22/2022	348926
	September 2021	\$671	Yes	9/29/2021	
2019	March 2021	\$658	Yes	3/30/2021	229659
	September 2020	\$658	Yes	9/29/2020	
2018	March 2020	\$667	Yes	3/30/2020	065201
	September 2019	\$667	Yes	10/1/2019	
2017	March 2019	\$666	Yes	4/3/2019	065201
	September 2018	\$666	Yes	10/2/2018	
2016	March 2018	\$680	Yes	4/4/2018	065201
	September 2017	\$680	Yes	10/3/2017	

Pay Property Taxes

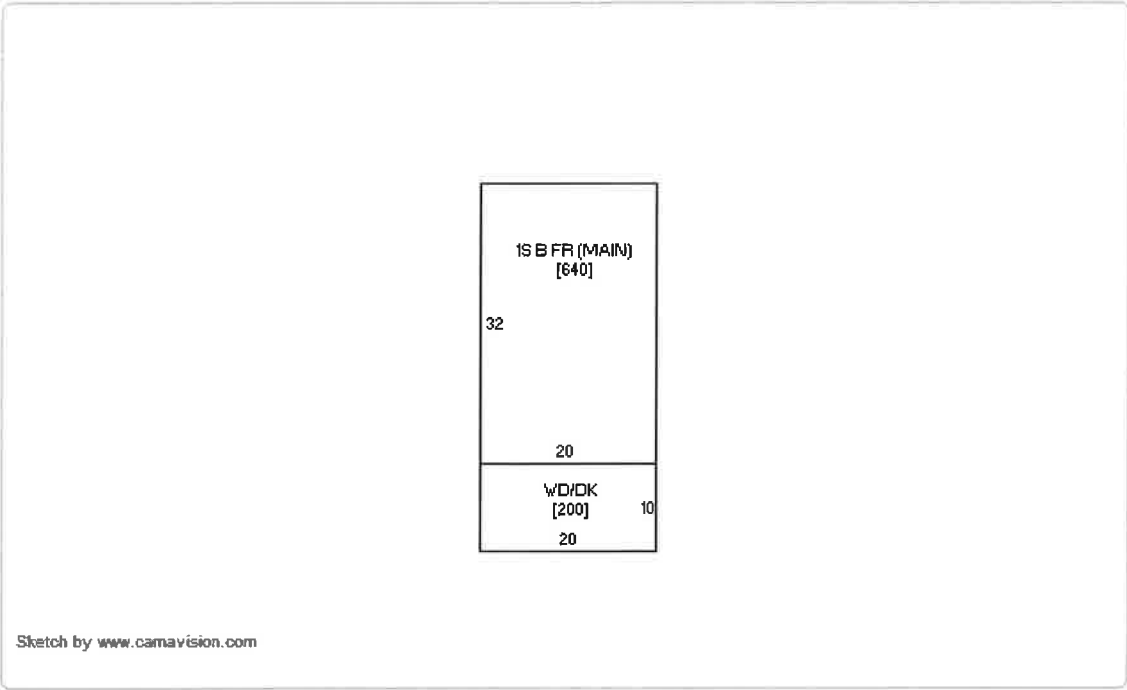
[Click here to pay property taxes for this parcel.](#)

Photos

Item 10.



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area

Sale date range:

From:

06/02/2019

To:

06/02/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

[User Privacy Policy](#)[GDPR Privacy Notice](#)[Last Data Upload: 6/1/2022, 10:12:43 PM](#)

Developed by



Version 2.3.197



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: June 2, 2022
SUBJECT: Property Assessments

Attached is paperwork regarding one (1) property cleanup and removal of debris by the City of Cedar Falls. We have been unsuccessful in collecting this invoice through our normal accounts receivable process. Could you please start the process of assessing these fees against the owner's property taxes?

Barbara & Walter Dekock
 1015 Clay Street
 Cedar Falls, IA 50613

\$1358.63 January 2022

\$20.38 2022 (fees)

\$1379.01 Total owed

Property address: 315 W. 11th St., CF

Parcel #8914-12-385-007

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.

BARBARA & WALTER DEKOCK

TO THE ABOVE-NAMED PERSON(S):	Barbara & Walter Dekock
PROPERTY DESCRIPTION:	315 W. 11th Street, Cedar Falls, Iowa Black Hawk County Parcel #8914-12-385-007
LEGAL DESCRIPTION OF PROPERTY:	R P SPEERS SECOND ADDITION E 52 FT LOT 5 BLK 11 E 52 FT S ½ LOT 6 BLK 11, 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 cleanup/remove debris on the property located at 315 W. 11th Street pursuant to City of Cedar Falls Ordinance Section 15-2. This matter is currently set on the Cedar Falls City Council agenda for **July 5, 2022**.

Please find enclosed the proposed City Council resolution to place a lien on the above-described property. You may satisfy your obligation to pay these costs incurred by the City of Cedar Falls on or before the date set forth above by making payment to the City Clerk's office in person Monday through Friday between 8:00 a.m. and 5:00 p.m., at 220 Clay Street, Cedar Falls, Iowa 50613, or through the mail.

YOU ARE FURTHER NOTIFIED that unless you pay for these costs before the time of the City Council meeting, the Cedar Falls City Council will seek the resolution to place a lien on the property described above, to be collected, along with interest thereon, in the same manner as property taxes, as provided by law.

Very truly yours,

CITY OF CEDAR FALLS, IOWA

By



Jacqueline Daniels, MMC, City Clerk
 City of Cedar Falls
 220 Clay Street
 Cedar Falls, IA 50613

Enclosures.

Exhibit "A"

Prepared by: Jacqueline Daniels, 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 CLEANUP/REMOVE DEBRIS ON THE PROPERTY LOCATED AT 315 W. 11th STREET, CEDAR FALLS, IOWA, PARCEL ID 8914-12-385-007

WHEREAS, it was determined that the property located at 315 W. 11th Street, being legally described as R P SPEERS SECOND ADDITION E 52 FT LOT 5 BLK 11 E 52 FT S ½ LOT 6 BLK 11, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-385-007, was in violation of City of Cedar Falls Ordinance Section 15-2(3) and 19-70 for failure to cleanup/remove debris on 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 315 W. 11th Street (Parcel ID 8914-12-385-007) to cleanup/remove debris on the property, and by doing so, incurred expenses for said services, and

WHEREAS, after invoices and notices for the services performed to cleanup/remove debris on the property were sent to the property owner of record, the owner of record has failed to pay these costs to the City of Cedar Falls.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the unpaid costs incurred by the City of Cedar Falls, Iowa to abate the nuisance on the above-described property, in the amount of \$1,431.01, be assessed as a lien against the following described real estate, as provided by law, together with an administrative expense of \$5.00, pursuant to Cedar Falls Code Section 15-5, said real estate being legally described as follows:

R P SPEERS SECOND ADDITION E 52 FT LOT 5 BLK 11 E 52 FT S ½ LOT 6 BLK 11, Cedar Falls, Black Hawk County, Iowa, Parcel ID 8914-12-385-007

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 5th day of July, 2022.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 4/29/22

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

CHARGE	DATE	DESCRIPTION	REF-NUMBER	DUE DATE	TOTAL AMOUNT
	2/28/22	BEGINNING BALANCE			616.50
	3/15/22	PAYMENT			616.50-
CEPTY	3/17/22	PROPERTY CLEANUP: 1/27/22 38392		4/18/22	1,358.63
		PER ORDINANCE 15-2			
		LOCATION: 315 W. 11TH STREET			
		COOLEY SANITATION INV.#138257			\$936.70
		CODE ENFORCEMENT/ADMIN.			\$421.93
CEPTY	3/17/22	PROPERTY CLEANUP: 1/27/22 38393		4/18/22	438.64
		PER ORDINANCE 15-2			
		LOCATION: 1106 W. 9TH STREET			
		COOLEY SANITATION INV.#138257			\$312.23
		CODE ENFORCEMENT/ADMIN.			\$126.41
GFFIN	4/29/22	FINANCE CHARGE-GEN FUND		5/30/22	20.38
GFFIN	4/29/22	FINANCE CHARGE-GEN FUND		5/30/22	6.58

CONTINUED ON NEXT PAGE...

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

DATE: 4/29/22

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

CUSTOMER NO: 2010/2010

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
26.96	1797.27		

DUE DATE: 5/30/22

PAYMENT DUE: 1,824.23
TOTAL DUE: \$1,824.23

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 4/29/22 DUE DATE: 5/30/22 NAME: DEKOCK, BARBARA & WALTER
CUSTOMER NO: 2010/2010 TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613
(319) 273-8600

TOTAL DUE: \$1,824.23



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

May 3, 2022

Barbara & Walter DeKock
1015 Clay Street
Cedar Falls, IA 50613

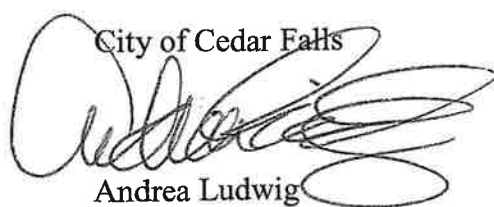
Dear Barbara & Walter DeKock,

Enclosed you will find your latest statement. There is an outstanding charge for Code enforcement-property cleanup at 315 W. 11th Street on 1/27/22 for \$1358.63, as well as late fees of \$20.38 for a total amount due of \$1379.01. **If no payment is received by May 20, 2022 we will put a lien on your property.**

If you have any questions, please feel free to call me at 319-268-5104. We thank you for your immediate attention to this matter.

Remit to: City of Cedar Falls
Accounts Receivable
220 Clay Street
Cedar Falls, IA 50613

Sincerely,

City of Cedar Falls

Andrea Ludwig
Financial Clerk

Enclosure

INVOICE

Item 11.

CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS, IA 50613

(319) 273-8600

TO: BARBARA & WALTER DEKOCK
1015 CLAY STREET
CEDAR FALLS, IA 50613

INVOICE NO: 38392
DATE: 3/17/22

CUSTOMER NO: 2010/2010

TYPE: MS - MISCELLANEOUS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	PROPERTY CLEANUP: 1/27/22 PER ORDINANCE 15-2 LOCATION: 315 W. 11TH STREET COOLEY SANITATION INV.#138257 CODE ENFORCEMENT/ADMIN.	1,358.63	1,358.63
			\$936.70
			\$421.93

1.5 % LATE FEE WILL BE ASSESSED ON PAYMENTS OVER
30 DAYS

TOTAL DUE: \$1,358.63

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/17/22 DUE DATE: 4/18/22
CUSTOMER NO: 2010/2010

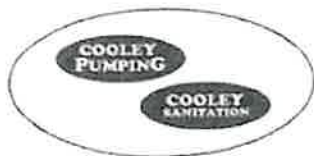
NAME: DEKOCK, BARBARA & WALTER
TYPE: MS - MISCELLANEOUS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF CEDAR FALLS
220 CLAY STREET
CEDAR FALLS IA 50613

INVOICE NO: 38392
TERMS: NET 30 DAYS

AMOUNT: \$1,358.63

INVOICE



Cooley Pumping LLC
& Cooley Sanitation LLC
27060 250th St
Grundy Center, IA 50638
Tel: (319) 345-6080
Fax: (319) 345-6081

City of Cedar Falls Code Enforcement
220 Clay St
Cedar Falls, IA 50613

Invoice #: 138257
Invoice Date: Feb 09, 2022
Page #: 1
PO Number: **2 separate locations (sarr)

Service Date	Type	Job Site Information/Description	Quantity	Amount
Feb 09, 2022		(20) City of Cedar Falls Code Enforcement, 1106 W 9th St, & 315 W 11th St, Cedar Falls, IA 50613 PO: **2 separate locations (same owner)		
Feb 09, 2022		Labor>- Work Order 35452 1/27/2022 - 3 men on-site to load debris - 2.5 hrs each (JK/GM/AH)	7.50	\$ 375.00
Feb 09, 2022	Material	Ticket: Solid Waste 30 YD Container Dump & No Return>- Work Order 35863 1/27/2022 - 30-16 & 30-13 - roll off containers utilized on-site(s)	4.59 TN 2.00	\$ 193.93 \$ 480.00
Feb 09, 2022		Machine/Equipment Charge>- Work Order 35861 1/27/2022 - skid loader - 2 hours	2.00	\$ 200.00
		Invoice Total		<u>\$ 1,248.93</u>

W 11th 936.70
W 9th 312.23

INVOICE QUESTIONS EMAIL ADDRESS - deb@cooleypumping.com. TERMS - INVOICES ARE DUE UPON RECEIPT. Please pay from this invoice as no statement will be sent. 1.5% (18% APR) finance charge (\$1.50 minimum per month) will be added to any balance 30 days or more past due.

REMITTANCE ADVICE - PLEASE RETURN WITH YOUR PAYMENT



Cooley Pumping LLC
& Cooley Sanitation LLC
27060 250th St
Grundy Center, IA 50638

Customer Name: City of Cedar Falls Code Enforcement
Customer #: 007987 - 000020
Invoice #: 138257
Invoice Date: Feb 09, 2022
PO Number:
Invoice Total: \$ 1,248.93

Please write in amount of payment enclosed

Debra L. Smith
2/10/22

IN THE IOWA DISTRICT COURT FOR BLACK HAWK COUNTY**CEDAR FALLS CITY OF****Plaintiff****vs****WALTER JOHN DEKOCK****Defendant****Case No: 01071CFCICV140994 - W LTH****JUDGMENT AND
ORDER TO ABATE****Charge:**

CITY OF CEDAR FALLS ORDINANCES 15-2(22), 11-200, and 17-237: Illegal Storage of Materials Outside Building, Inoperable Vehicle on Premises, and Accumulation of Junk or Debris

Trial was held on the 18th day of March, 2021 and the Court finds the defendant guilty as charged.

IT IS THEREFORE ORDERED that Defendant is found guilty. The Court assesses a civil penalty of \$500.00 plus court costs.

IT IS FURTHER ORDERED that Defendant is given 10 days to abate the nuisance. If the nuisance is not corrected, the City/County has the authority to clean the property/correct the nuisance and assess costs against the property.

IT IS FURTHER ORDERED that Defendant shall keep the property in compliance with local ordinances.

The Defendant is authorized to satisfy financial obligations herein through a plan of payment of \$50.00 every 30 days and every 30 days thereafter until paid in full. The first payment is due within 30 days of today's date. Payments can be made at any Clerk of Court office (Black Hawk County Clerk of Court at 316 E. 5th Street, Waterloo, IA 50703), mailing a payment to any Clerk of Court office and placing the case number in the memo line of any check or money order, online at www.iowacourts.gov, or by calling (515) 348-4788 to make a payment over the telephone.

This case to be paid with Case Nos. CFCICV141198, CFCICV139860, CFCICV140994, and CFCICV141199.

DATED this 10th day of June, 2021

Copies to:

Defendant

Counsel for Plaintiff



State of Iowa Courts

Case Number
CFCICV140994
Type:

Case Title
CF VS DEKOCK, WALTER
ORDER FOR JUDGMENT

So Ordered

Andrew Abbott, Magistrate
First Judicial District of Iowa

Electronically signed on 2021-06-10 15:31:38









Beacon™ Black Hawk County, IA

Summary

Parcel ID 891412385007
Alternate ID
Property Address N/A
Sec/Twp/Rng N/A
Brief R P SPEERS SECOND ADDITION E 52 FT LOT 5 BLK 11 E 52 FT S 1/2 LOT 6 BLK 11
Tax Description 11
 (Note: Not to be used on legal documents)
Deed Book/Page CLD-643-534 (8/30/1994)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Adjusted CSR Pts 0
Class R - Residential
 (Note: This is for assessment purposes only. Not to be used for zoning.)
District 910001 - CEDAR FALLS CITY/CEDAR FALLS SCH
School District CEDAR FALLS COMMUNITY SCHOOLS



Neighborhood

Neighborhood SCDRFLS-02

Owner information

Deed
DE KOCK, WALTER J
 1015 CLAY ST
 CEDAR FALLS IA 50613

Deed
DE KOCK, BARBARA K
 1015 CLAY ST
 CEDAR FALLS IA 50613

Mail To
DE KOCK, WALTER J
 1015 CLAY ST
 CEDAR FALLS IA 50613

Show Deed/Contract

[Show Deed/Contract](#)

Land

Lot Dimensions Regular Lot: 52.00 x 99.00
Lot Area 0.12 Acres; 5,148 SF
 (Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residential Dwellings

Residential Dwelling
Occupancy Detached Structures Only
Style
Architectural Style
Year Built
Attic Type -
Basement Area Type
Plumbing
Fireplaces
Porches
Decks
Additions
Garages 400 SF (20F W x 20F L) - Det Frame (Built 1995);

Permits

Permit #	Date	Description	Amount
CFD 00386	04/18/2011	Demo/Rmvl	0

Valuation

	2022	2021	2020	2019	2018	2017
Classification	Residential	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$20,590	\$20,590	\$12,640	\$12,640	\$12,640	\$12,640
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050	\$8,050
= Gross Assessed Value	\$28,640	\$28,640	\$20,690	\$20,690	\$20,690	\$20,690
- Exempt Value	\$0	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$28,640	\$28,640	\$20,690	\$20,690	\$20,690	\$20,690

Taxation

	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020	2017 Pay 2018-2019
+ Taxable Land Value	\$7,130	\$6,961	\$7,194	\$7,030
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$4,541	\$4,433	\$4,582	\$4,477
= Gross Taxable Value	\$11,671	\$11,394	\$11,776	\$11,507
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$11,671	\$11,394	\$11,776	\$11,507
x Levy Rate (per \$1000 of value)	33.00838	33.14094	32.53716	33.22510
= Gross Taxes Due	\$385.24	\$377.61	\$383.16	\$382.00
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$385.24	\$377.61	\$383.16	\$382.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	\$193	Yes	3/22/2022	375046
	September 2021	\$193	Yes	9/29/2021	
2019	March 2021	\$189	Yes	3/30/2021	274496
	September 2020	\$189	Yes	9/29/2020	
2018	March 2020	\$192	Yes	3/30/2020	066335
	September 2019	\$192	Yes	10/1/2019	
2017	March 2019	\$191	Yes	4/3/2019	066335
	September 2018	\$191	Yes	10/3/2018	
2016	March 2018	\$195	Yes	4/4/2018	066335
	September 2017	\$195	Yes	10/3/2017	

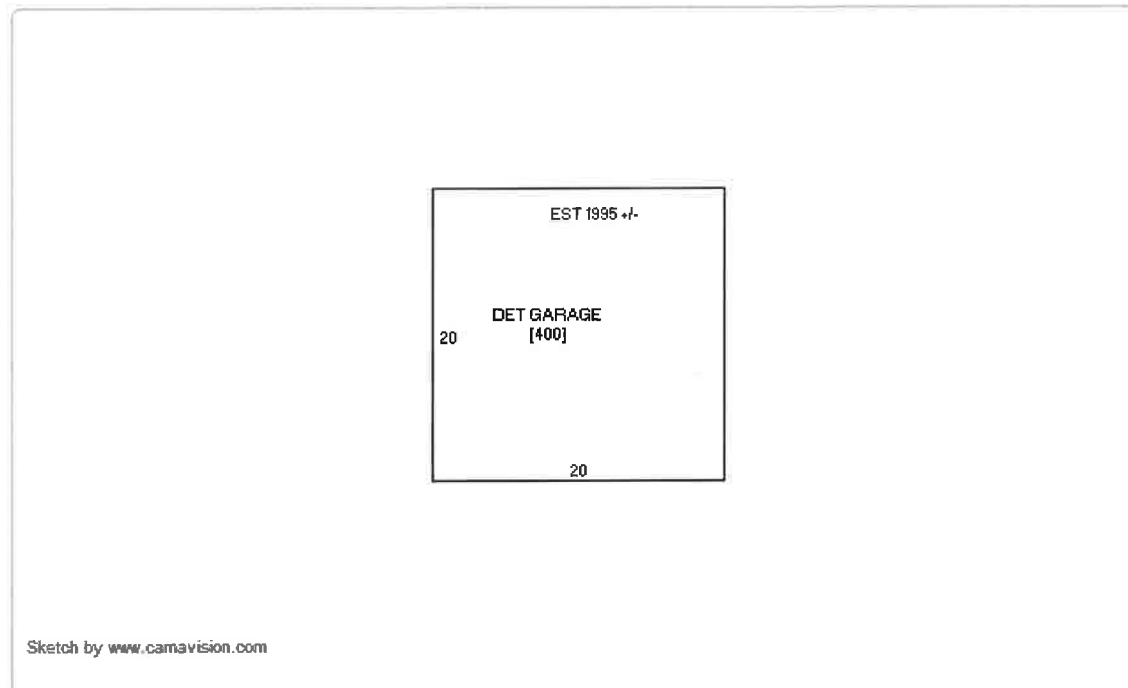
Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Photos



Sketches



Map



Polling Location

[View Polling Location](#)

Recent Sales In Area**Sale date range:****From:**

06/02/2019

To:

06/02/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet



Sales by Distance

No data available for the following modules: Sales, Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Exemptions, Tax Sale Certificate, Special Assessments.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

[User Privacy Policy](#)[GDPR Privacy Notice](#)

Developed by

[Last Data Upload: 6/1/2022, 10:12:43 PM](#)

Version 2.3.197



DEPARTMENT OF ADMINISTRATIVE SERVICES

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

MEMORANDUM
Information Systems Division

TO: Honorable Mayor Rob Green and City Council
FROM: Julie Sorensen, Information Systems Manager
DATE: June 27, 2022
SUBJECT: Agreement for Cyber Security Penn Testing

I would like to recommend entering an agreement with Port 53 to perform independent vulnerability and penetration testing for our network environment. They have provided a signed copy of our standard goods and services contract.

The service they will provide is not only required by our cyber security but an important part to ensure the security of our network. The item was budgeted in the 2022 Fiscal Year budget.

Please feel free to contact me with any questions.

Attachment: Agreement

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

This Agreement is by and between Port53 Technologies ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Termination.

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

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

6.0. Warranties.

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

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

days after notification by the City, at Contractor's expense, repair, adjust or replace such items to the complete satisfaction of the City.

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification.

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

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

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

10.0. Insurance.

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

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

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

16.1. Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act as such; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; public health emergency; or any other cause, whether or not of the class or kind specifically named or

referred to in this Agreement which is not within the reasonable control of the party affected. A delay in or failure of performance by either party shall not constitute a default in performance nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure.

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:
Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

Contractor: Omar Zarabi
Name: _____
Title: CEO
Address: 1 Embarcadero Center, Suite 4150
San Francisco, CA 94111
Telephone: 415-347-9040
Email: omar@port53tech.com

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

CONTRACTOR

(Name of Contractor) Omar Zarabi
By: Omar Zarabi
Its: CEO

Date: 06 / 08 / 2022

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsens, MMC, City Clerk

Date: _____

Signature Certificate

Reference number: AYWFT-FO7WC-B3EBU-LJHJF

Signer	Timestamp	Signature
Omar Zarabi Email: omar@port53tech.com Sent: 08 Jun 2022 19:30:17 UTC Viewed: 13 Jun 2022 20:50:48 UTC Signed: 13 Jun 2022 20:52:18 UTC		
Recipient Verification: ✓ Email verified	13 Jun 2022 20:50:48 UTC	IP address: 172.58.79.248 Location: Las Vegas, United States

Document completed by all parties on:
13 Jun 2022 20:52:18 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

ADMINISTRATION DIVISION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Mayor Rob Green and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: June 22, 2022
SUBJECT: Grounds Keeping Equipment Purchase

The park section has experimented with utilizing an electric mower over the past year. In July of 2021, a Green Machine brand commercial grade mower was purchased through a local vendor. This machine has proven to be reliable and effective in terms of operability and energy conservation.

An additional electric mower was plugged into the Vehicle Replacement Program budget for FY23 as a tentative purchase once a determination was made on the reliability and efficiency of the first purchase. The Green Machine has proven to be a viable alternative to fuel powered mowers. Now, an opportunity has presented itself to purchase another machine that is the same size and model as the current unit.

These electric mowers are in high demand and difficult to find. They are also a sole source unit so no comparable bids are available. The cost of this machine is \$37,000 which is \$1,500 more than the unit that was purchased in July 2021.

In an effort to reduce fossil fuel usage and to stay on track with the mower replacement schedule, the public works department is recommending approval of expenditure of funds for the purchase of the Green Machine electric mower at a cost of \$37,000.00. If approved, this purchase will be funded through the Vehicle Replacement Program.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 27, 2022

SUBJECT: 2022 Seal Coat Project
 City Project Number: SC-000-3273
 Bid Opening

On Friday, June 24, 2022 at 2:00 p.m. bids were received and opened for the 2022 Seal Coat Project. A total of two (2) bids were received, with Blacktop Service Company as the lowest bidder:

	<i>Base Bid</i>
Engineering Estimate	\$207,007.19
Blacktop Service Company	\$198,242.57
Asphalt Surface Technologies Corp.	\$206,231.70

The Engineer's Estimate for this project was \$207,007.19. Blacktop Service Company of Allison, Iowa submitted the low bid in the amount of \$198,242.57. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the bid from Blacktop Service Company in the amount of \$198,242.57. On July 18, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

PROJECT BID TAB				CITY OF CEDAR FALLS					
PROJECT NAME: 2022 SEAL COAT				ENGINEERING DIVISION					
CITY PROJECT NUMBER: SC-000-3273									
BID OPENING: June 24, 2022									
DEPARTMENT OF PUBLIC WORKS				ENGINEER'S ESTIMATE		(1) Blacktop Service Company		(2) Asphalt Surface Technologies Corp.	
BID ITEM	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES	UNIT PRICES	EXTENDED PRICES
1	Surface Preparation	S.Y.	35430.00	\$ 0.40	\$ 14,172.00	\$ 0.45	\$ 15,943.50	\$ 0.89	\$ 31,532.70
2	Seal Coat	S.Y.	51040.00	\$ 3.00	\$ 153,120.00	\$ 3.06	\$ 156,182.40	\$ 3.00	\$ 153,120.00
3	Pavement Markings, Painted	STA.	11.79	\$ 65.00	\$ 766.35	\$ 77.75	\$ 916.67	\$ 100.00	\$ 1,179.00
4	Pavement Markings, Handicapped Symbols	EA.	2.00	\$ 65.00	\$ 130.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00
5	Mobilization	L.S.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
6	Traffic Control	L.S.	1.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
				10% Coningency \$ 18,818.84					
				TOTAL \$ 207,007.19		TOTAL \$ 198,242.57		TOTAL \$ 206,231.70	



DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM Engineering Division

TO: Honorable Mayor Robert M. Green and City Council

FROM: Brett Armstrong, Civil Engineer I

DATE: June 27, 2022

SUBJECT: 2022 University Avenue Bio Cells Project
 City Project Number: ST-115-3147
 Bid Opening

On Friday, June 24, 2022 at 2:00 p.m. bids were received and opened for the 2022 University Avenue Bio Cells Project. A total of one (1) bid was received, with Benton Sand & Gravel, Inc. as the bidder:

	<i>Base Bid</i>
Engineering Estimate	\$103,445.50
Benton Sand & Gravel, Inc.	\$129,978.35

The Engineer's Estimate for this project was \$103,445.50. Benton Sand and Gravel of Cedar Falls, Iowa submitted the only bid in the amount of \$129,978.35. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the only bid from Benton Sand & Gravel, Inc. in the amount of \$129,978.35. On July 18, 2022, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

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

2022 UNIVERSITY AVENUE BIOCELL PROJECT (#8222526)								
Owner: Cedar Falls IA								
06/24/2022 02:00 PM CDT								
Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		BENTON SAND AND GRAVEL	
					Unit Price	Extension	Unit Price	Extension
						\$103,445.50		\$129,978.35
1	2010-D-1	TOPSOIL, ON-SITE	CY	74.5	\$5.00	\$372.50	\$20.00	\$1,490.00
2	2010-E	EXCAVATION, CLASS 10. ROADWAY WASTE	CY	336	\$15.00	\$5,040.00	\$25.00	\$8,400.00
3	6010-B	INTAKE, SW-507, MODIFIED	EACH	4	\$4,000.00	\$16,000.00	\$5,485.00	\$21,940.00
4	7010-E	CURB & GUTTER, 2.5", 9", P.C.C., TYPE "C" CLASS III	LF	32	\$65.00	\$2,080.00	\$138.00	\$4,416.00
5	7010-E	CURB & GUTTER, 2.5", 10", P.C.C., TYPE "C" CLASS III	LF	32	\$70.00	\$2,240.00	\$138.00	\$4,416.00
6	7030-B	REMOVAL OF CURB AND GUTTER	LF	64	\$25.00	\$1,600.00	\$20.00	\$1,280.00
7	7080-D	STORAGE AGGREGATE - BASE LAYER	TONS	119	\$50.00	\$5,950.00	\$55.00	\$6,545.00
8	7080-E	FILTER AGGREGATE - CHOKER LAYER	TONS	119	\$50.00	\$5,950.00	\$55.00	\$6,545.00
9	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1	\$4,000.00	\$4,000.00	\$4,400.00	\$4,400.00
10	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	SY	216.5	\$1.50	\$324.75	\$9.90	\$2,143.35
11	9030-B	PLANTS WITH WARRANTY, VARIOUS TYPES	EACH	987	\$10.00	\$9,870.00	\$17.70	\$17,469.90
12	-	MODIFIED SOIL, PLANTING MEDIUM	CY	79.5	\$75.00	\$5,962.50	\$80.00	\$6,360.00
13	-	MULCH - SHREDDED HARDWOOD	CY	10	\$15.00	\$150.00	\$110.00	\$1,100.00
14	4040-A	SUBDRAIN, 6", HDPE	LF	282	\$30.00	\$8,460.00	\$26.00	\$7,332.00
15	4040-C	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4	\$700.00	\$2,800.00	\$925.00	\$3,700.00
16	9040-F-1	WATTLE, STRAW, 9"	LF	376	\$6.00	\$2,256.00	\$7.00	\$2,632.00
17	9040-F-2	WATTLE, REMOVAL	LF	376	\$6.00	\$2,256.00	\$4.00	\$1,504.00
18	11,020-A	MOBILIZATION	LS	1	\$8,000.00	\$8,000.00	\$10,975.00	\$10,975.00
19	11,050-A	CONCRETE WASHOUT	LS	1	\$500.00	\$500.00	\$1,200.00	\$1,200.00
20	-	SPECIALTY STONE	TONS	5.75	\$100.00	\$575.00	\$132.00	\$759.00
21	7080-B	ENGINEERING FABRIC	SF	556.75	\$5.00	\$2,783.75	\$0.83	\$462.10
22	9040-T-1	INLET PROTECTION DEVICE	EACH	4	\$300.00	\$1,200.00	\$400.00	\$1,600.00
23	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	4	\$150.00	\$600.00	\$175.00	\$700.00
24	9040-E	TEMPROARY RECP, TYPE 2-A	SY	119	\$25.00	\$2,975.00	\$11.00	\$1,309.00
25	-	DOME GRATE & DRAIN BASIN ASSEMBY, 8"	EACH	4	\$1,000.00	\$4,000.00	\$1,175.00	\$4,700.00
26	-	LIGHT POLE ELECTRIC CONDUIT	LF	300	\$25.00	\$7,500.00	\$22.00	\$6,600.00
Base Bid Total:						\$103,445.50		\$129,978.35

EMERGENT

ARCHITECTURE

Item 16.

June 23, 2022

City of Cedar Falls, Iowa
Jamie Castle, AIA
Building Official

Re: Furniture for Cedar Falls City Hall Remodel

Jamie,

Bids were received for the Furniture for Cedar Falls City Hall Remodel project on 06/23/2022. Although the Notice to Bidders was posted to Master Builders of Iowa, and the plans/specifications were posted by Rapids Reproductions and emailed to three local furniture providers, only one (1) bid was received for this project.

Kirk Gross Company (Waterloo, IA) placed the lowest bid in the amount of \$378,647.51. There were no alternate prices requested for the project. Kirk Gross Company included the proper bid bond in the amount of 5% of their bid. The cost of this portion of the project fits within the overall project allocated budget of \$4,500,000 for the Remodel of City Hall. Having worked with Kirk Gross Company on several previous projects, and in consideration of their previous work at City Hall, we believe they are a qualified provider for this project. It is our recommendation that the City of Cedar Falls accepts the base bid from Kirk Gross Company in the amount of \$378,647.51.

By submitting their bid, Kirk Gross Company has acknowledged the installation dates for Phase I shall be approximately 09/05/2022–09/12/2022 and the installation dates for Phase II shall be approximately 12/19/2022–12/23/2022 with all furniture installation substantially complete on or before 12/23/2022. It has been made known to all parties that the City of Cedar Falls is under contract with Peters Construction Corporation for the current remodel of City Hall, and the furniture provider (Kirk Gross Company, if awarded) shall coordinate with Peters Construction Company regarding the exact timing of the furniture installation.

Please let me know if you have any questions.

Sincerely,



Ted Friesner
Project Manager

EMERGENT

ARCHITECTURE

Item 16.

BID TAB - FURNITURE PACKAGE

PROJECT FURNITURE FOR CEDAR FALLS CITY HALL REMODEL

PROJECT # 21004-F
BID DATE THURSDAY, JUNE 23, 2022
BID TIME 2:00 PM

BIDDER	KIRK GROSS COMPANY			
ADDENDA RECOGNIZED (none)	NONE			
BASE BID	\$378,647.51			
BID SECURITY (5%)	\$18,932.38 5% BOND			
NOTES				

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Kirk Gross Company
- B. Project Name: **FURNITURE FOR CEDAR FALLS CITY HALL REMODEL**^{112,2}
- C. Project Location: 220 Clay Street, Cedar Falls, Iowa, 50613
- D. Owner: City of Cedar Falls
- E. Architect: Emergent Architecture
- F. Architect Project Number: 21004-F

1.2 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated _____
 2. Addendum No. 2, dated _____
 3. Addendum No. 3, dated _____

1.3 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Emergent Architecture and Architect's consultants, the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
1. Three hundred seventy-eight thousand, six hundred forty-seven and fifty-one cents Dollars
(\$ 378,647.51).
- B. A breakdown of my bid, totaling the amount listed above, is provided at the end of this document.

1.4 BID SECURITY

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within ten (10) days after receipt of a written Notice of Award, if offered, and on failure to do so agrees to forfeit to Owner the attached Bid Security (provided in the form of a cashier's check, certified check, or bid bond) as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
1. Eighteen thousand, nine hundred thirty-two and thirty-eight cents Dollars
(\$ 18,932.38).
- B. In the event the Owner does not offer a Notice of Award within the time limits stated above, the Owner will return to the undersigned the Bid Security submitted.

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to complete the Work in phases as indicated on the Drawings with all work substantially complete on or before December 23, 2022.

Project #21004-F

004113 - 1

Furniture for Cedar Falls City Hall Remodel

SECTION 004113 - BID FORM - STIPULATED SUM
(SINGLE-PRIME CONTRACT)

1.6 SUBMISSION OF BID

- A. Respectfully submitted this 23rd day of June, 2022.
- B. Submitted By: Kirk Grss Company (Name of bidding firm or corporation).
- C. Authorized Signature: *Benjamin T. Buckley* (Handwritten signature).
- D. Signed By: Benjamin T. Buckley (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).
- F. Street Address: 4015 Alexandra Drive.
- G. City, State, Zip: Waterloo, IA 50704.
- H. Phone: 319-234-6641.
- I. Email: GregVandersco@KIRKGROSS.com.

BID BREAKDOWN

BIDDER: Kirk Gross Company

WORKSTATIONS:	MANUFACTURER	PRODUCT LINE
Specified:	Steelcase	Answer
Alternate:		
		COST FOR WORKSTATIONS: \$ 112,299.14

OFFICES:	MANUFACTURER	PRODUCT LINE
Specified:	Steelcase	Answer
Alternate:		
		COST FOR OFFICES: \$ 109,972.25

CHAIRS:	MANUFACTURER	PRODUCT LINE
Specified:	National	Fringe
Alternate:		
Specified:	Steelcase	Amia
Alternate:		
Specified:	Hon	Ignition
Alternate:		
Specified:	Sit On It	Orbix
Alternate:		
Specified:	Sit On It	Sona
Alternate:		
Specified:	National	Respect
Alternate:		
		COST FOR CHAIRS: \$ 114,130.68

TABLES:	MANUFACTURER	PRODUCT LINE
Specified:	National	Universal
Alternate:		
Specified:	Hon	Motivate
Alternate:		
Specified:	Steelcase	Universal
Alternate:		
Specified:	National	Mio
Alternate:		
		COST FOR TABLES: \$ 20,802.86

PRODUCT SUBTOTAL	<u>\$ 357,204.93</u>
Freight	<u>\$ 442.58</u>
Installation	<u>\$ 21,000</u>
TOTAL BID	<u><u>\$ 378,647.51</u></u>

COMPANY

dra Drive, PO Box 2097
50704

RECEIVED

JUN 23 2022

10:09

COMMUNITY DEVELOPMENT
DEPARTMENT

VANDEUSEE

FURNITURE FOR CEDAR FALLS CITY HALL Remodel

SEALED BID ENCLOSED

CITY OF CEDAR FALLS
220 CLAY ST.
CEDAR FALLS, IA 50603

CONTENTS:

BIDDING DOCUMENTS

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Kirk Gross Company
P O Box 2097
Waterloo IA 50704

SURETY:

(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
P O Box 14498
Des Moines IA 50306

OWNER:

(Name, legal status and address)
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

BOND AMOUNT: Five percent of the bid amount (5%)-----

PROJECT:

(Name, location or address, and Project number, if any)

Furniture for City of Cedar Falls City Hall Remodel

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 23rd day of June, 2022

Staci Brown
(Witness)

Kirk Gross Company

(Principal)

Byron T. Gentry

(Seal)

(Title)

Merchants National Bonding, Inc.

(Surety)

Courtney Gordon

(Seal)

(Title)

Courtney Gordon, Attorney-in-Fact

CUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original contract that changes will not be observed.

Int.

AIA Document A310™ - 2010. Copyright © 1983, 1970 and 2010 by The American Institute of Architects. All rights reserved. This AIA Document is protected by U.S. Copyright Law and international treaties. Unauthorized reproduction or distribution of this AIA Document, in any portion or in whole, may result in severe civil and criminal penalties, and you be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

061110

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Brandon Horbach; Courtney Gordon; Daniel M Molyneaux; Greg T LaMair; Jeffrey R Baker; Joseph I Schmit; Juliana Bartlett; Karen S Hartson; Laura J Adams; Lori S Burroughs; Stacey Rensberger; Stacy Paisley

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of May, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of May, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of June, 2022.



William Warner Jr.
Secretary



4015 Alexandra Drive
PO Box 2097
Waterloo, IA 50704-2097

FURNITURE FOR CEDAR FALLS CITY HALL

Item 16.

BID SECURITY

MPANY

Drive, PO Box 2097

704

ANDERSEE

Item 16.

FURNITURE FOR CEDAR FALLS CITY HALL REMODEL

CITY OF CEDAR FALLS

220 CLAY ST.

CEDAR FALLS, IA 50613

CONTENTS :

CERTIFICATE OF INSURANCE

BID SECURITY BOND

200



CERTIFICATE OF LIABILITY INSURANCE

KIRKG-1

OP ID: LAA

DATE (MM/DD/YYYY)

06/2

Item 16.

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

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

PRODUCER Elliott Hartman Agency PO Box 748 Waterloo, IA 50701 Scott L Poppens		319-233-8459	CONTACT NAME: Scott L Poppens PHONE (A/C, No, Ext): 319-233-8459 FAX (A/C, No): 319-232-0645 E-MAIL ADDRESS: scottl@elliottthartman.com
INSURED Kirk Gross Company PO Box 2097 Waterloo, IA 50704		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13021	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	60463458	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	60463458	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X		60463458	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	60463458	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment			60463458	07/01/2022	07/01/2023	Leased/ Rented \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CEDAR-2

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613-2726

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NOTEPAD:HOLDER CODE CEDAR-2
INSURED'S NAME Kirk Gross CompanyKIRKG-1
OP ID: LAA

PAGE 2

Date 06/2

Item 16.

The City of Cedar Falls, Iowa and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are additional insureds for General Liability on a primary and non-contributory basis, including completed operations when required in written contract. Waiver of subrogation applies in favor of the additional insureds for General Liability, Business Auto Liability and Workers Compensation when required in written contract. Governmental Immunity Endorsement applies to General Liability in favor of City of Cedar Falls. 30 Day Notice of Cancellation provided to City of Cedar Falls.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: June 23, 2022
SUBJECT: EDA Financial Assistance Award: Travel, Tourism and Outdoor Recreation Program - Cedar River Recreation Project

A Riverfront Master Plan was developed in 2017 for the area between Center Street and 1st Street. The Cedar River Recreation Project, Phase I is the first step in the realization of the Master Plan. Due to higher than anticipated construction costs for the project, the Council supported submitting a grant application to the Economic Development Administration (EDA) under a new program: American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Grant, in late December 2021.

The project plans continue to be similar to the originally bid project. Changes in descriptions, to increase clarity for contractors bidding the project, adjustments to the trail design, and targeted riverbank rip rap replacement with boulders are the most significant changes. Below are illustrations of the overall project and the River Art Plaza feature as the "entrance" in Gateway Park.

On June 14, 2022 the EDA announced Cedar Falls was awarded a grant of up to \$1,500,000 for this project. Our CIP identifies a total project cost of \$5,250,000. This includes the design and construction observation fees as well as funding for recommended maintenance after the project has been completed for one year. The construction portion of the budget would be \$4,831,450. This increases the original construction budget by \$1,131,450. The sources of funding for this project are outlined below and in the FY22-FY27 Capital Improvements Plan:

Gen. Obligation Bond	\$525,000
Emergency Reserve	\$1,000,000
Federal/State Grants	\$1,725,000
Private	\$500,000
Black Hawk County Gaming	\$1,500,000

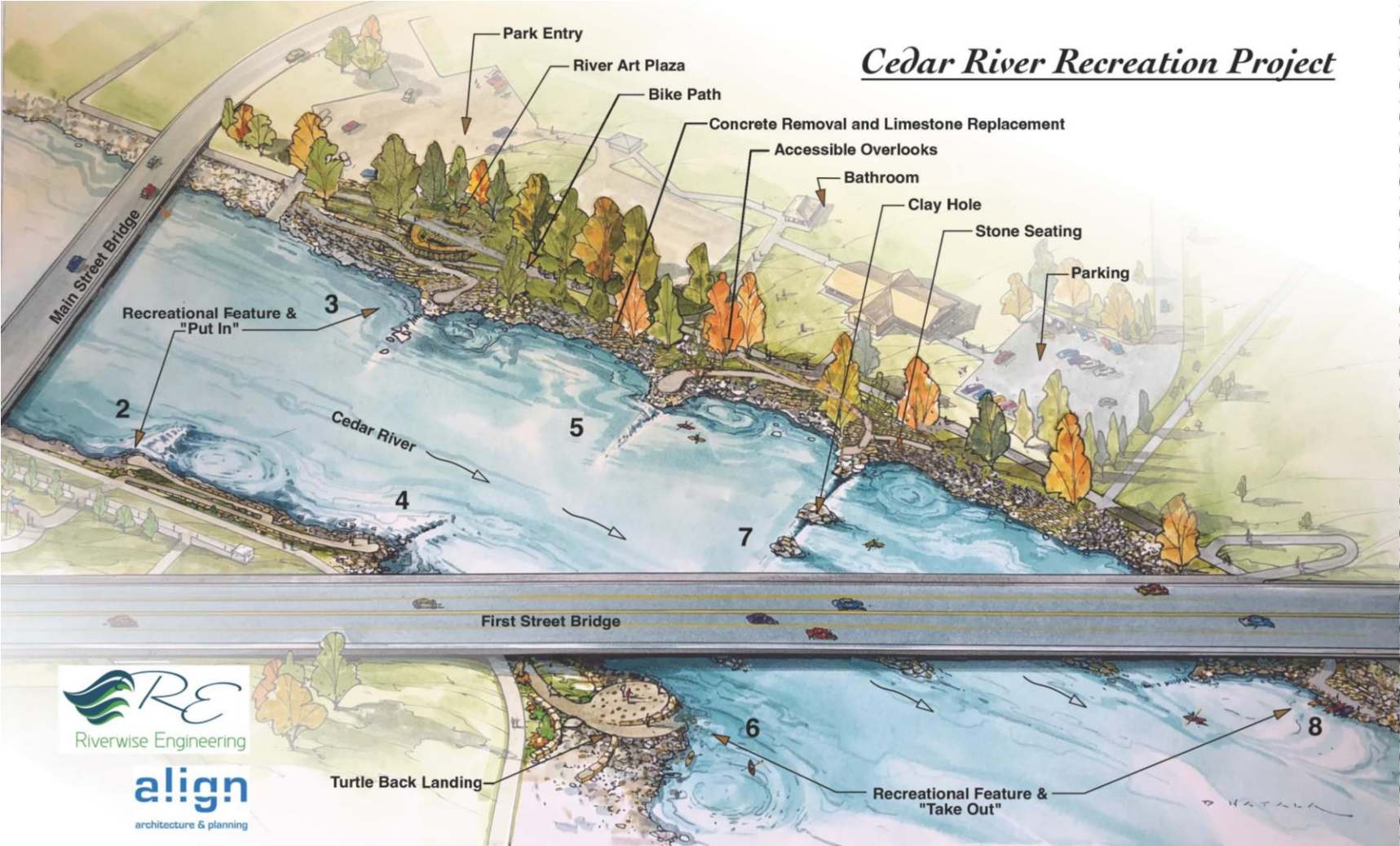
The grant funds secured include Iowa Great Places (\$75,000), REAP (\$150,000), US

EDA (\$1,500,000) and Black Hawk County Gaming (\$1,500,000).

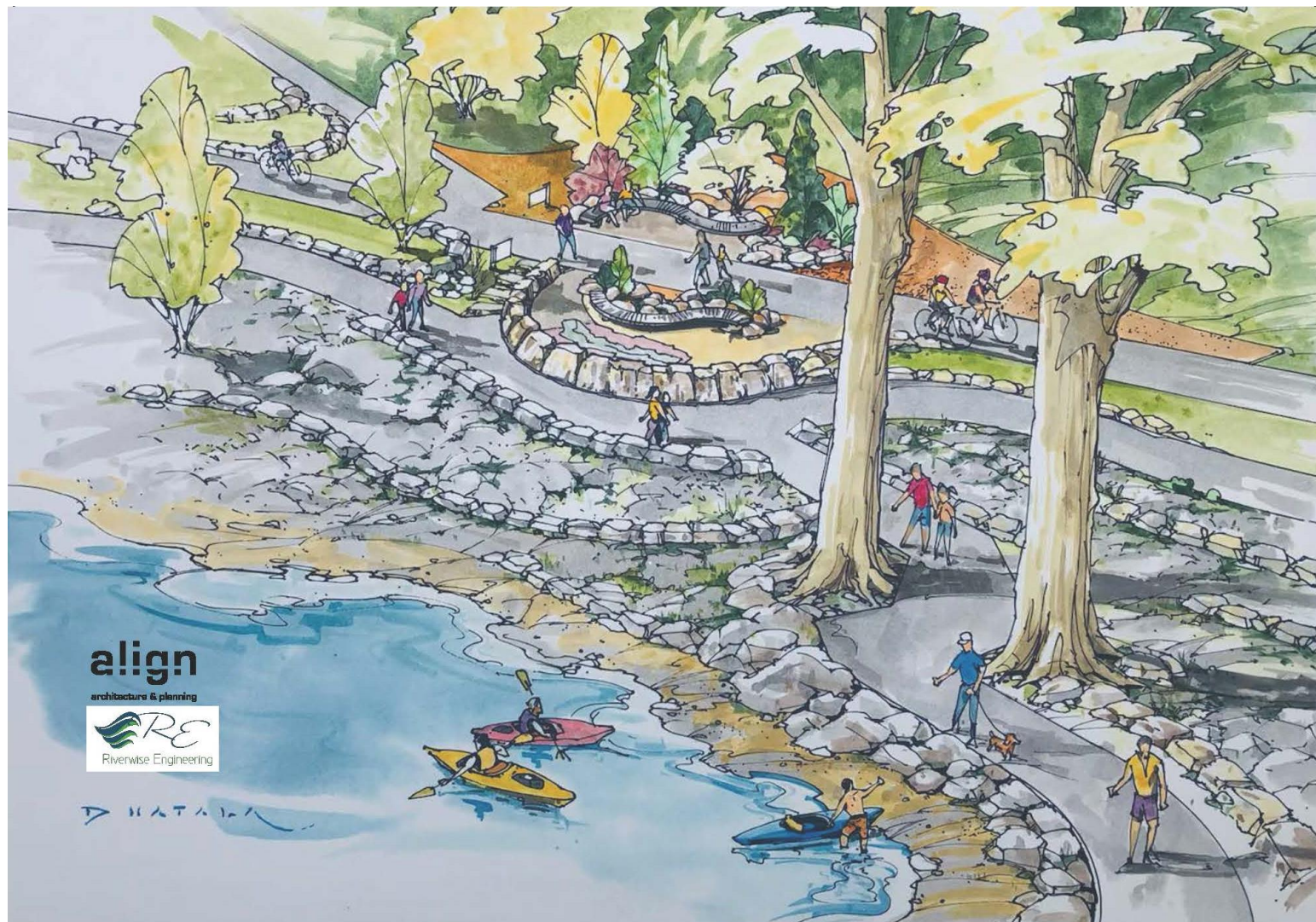
In order to move forward securing the US EDA grant, the City must sign a Financial Assistance Award which refers to the EDA Construction Standard Terms and Conditions. The EDA has also provided the City with a Specific Award Conditions document. These items are included in the Council packet. With the City's signed Award, staff requests the Mayor designate Jennifer Rodenbeck, Director of Finance & Business Operations as the authorized representative to facilitate all post-award actions such as financial reports, progress reports, disbursements and the like. The Department of Community Development recommends approval of the US EDA grant agreement.

xc: Thomas Weintraut, Planner III
David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works

Cedar River Recreation Project, Phase 1
Overall Project Illustration



Cedar River Recreation Project, Phase 1
River Art Plaza





GRANT



COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

05-79-06164; URI 119077

RECIPIENT NAME

City of Cedar Falls

PERIOD OF PERFORMANCE

June 14, 2022-June 14, 2025

STREET ADDRESS

220 Clay Street

FEDERAL SHARE OF COST

\$ 1,500,000

CITY, STATE, ZIP CODE

Cedar Falls, IA 50613-2726

RECIPIENT SHARE OF COST

\$ 3,331,450

AUTHORITY

Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 5301-5305)

TOTAL ESTIMATED COST

\$ 4,831,450

CFDA NO. AND NAME

11.307 Economic Adjustment Assistance - FY 2021 American Rescue Plan Act Travel, Tourism, and Outdoor Recreation

PROJECT TITLE

Cedar River Recreational Project

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS☐ R & D AWARD☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE☒ SPECIFIC AWARD CONDITIONS☒ LINE ITEM BUDGET☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101☐ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.☒ OTHER(S): EDA Construction Standard Terms and Conditions - effective March 22, 2021;Compliance with EDA Disaster Assistance Program Requirements: "Fraud Awareness Training"

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Angela B. Martinez, Regional Director

ANGELA MARTINEZ Digitally signed by ANGELA MARTINEZ

DATE

06/14/22

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Robert Green, Mayor

DATE

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

ARP Act CONSTRUCTION PROJECTS: Economic Adjustment Assistance Program as authorized by Sections 209 and 703 of the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. §3121 et seq.) (PWEDA)

Project Title: Cedar River Recreation Project	
Recipient Name: City of Cedar Falls, IA	Project Number: 05-79-06164

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project should be consistent with this *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project consists of constructing a series of six jetties on both sides of the Cedar River in Cedar Falls, IA, improving the safety of a low head dam, changing the bank stabilization to improve aesthetics, constructing trails to the jetties, and constructing a viewing area at one of the take out jetties.

2. The Authorized Representative's name, title, address, and telephone number are:

Robert Green Mayor Phone: (319) 268-5118 Email: Rob.Green@cedarfalls.com	City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613-2726
---	--

The Point of Contact's name, title, address, and telephone number are:

Stephanie Sheetz Director of Community Development Phone: (319) 268-5151 Email: Stephanie.Sheetz@cedarfalls.com	City of Cedar Falls 220 Clay Street Cedar Falls, IA 50613-2726
---	--

The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Angela B. Martinez Regional Director Phone: 303-844-3909 Email: AMartinez@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
---	--

The Federal Program Officer oversees the programmatic aspects of this Award. The Federal Program Officer is:

Cindy Edwards Area Director Phone: 303-844-5360 Email: CEdwards@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
--	--

The Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Dot Walch, EIT Project Engineer Phone: 720-392-9255 Email: DWalch@eda.gov	Economic Development Administration 1244 Speer Boulevard, Suite 431 Denver, Colorado 80204
--	--

3. ADDITIONAL INCLUDED DOCUMENTS:

In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award form (Form CD-450) the following additional documents are included with and considered to be part of the Award's terms and conditions:

- A Recipient's final completed Application including subsequently submitted documents (this item not enclosed in this Award package);

Should there be a conflict between the above referenced documents and the Specific Award Conditions (this document), the Specific Award Conditions, including any attachments, shall prevail.

4. PROJECT DEVELOPMENT TIME SCHEDULE: The Recipient agrees to the following Project Development Time Schedule:

Item	Due Date
Date of Award	June 14, 2022
Return of executed <i>Financial Assistance Award</i> (Form CD-450)	no later than 30 calendar days after receipt of Form CD-450
Start of Construction no later than 6 Months from Date of Award	December 14, 2022
Construction Completed no later than 30 Months from Date of Award	December 14, 2024
Authorized Award End Date 36 Months from Date of Award	June 14, 2025
Submission of final reports, including <i>Federal Financial Report</i> (Form SF-425)	no later than 120 calendar days from the Authorized Award End Date

Project Closeout – All Project closeout documents, including any required program reports, shall be submitted to EDA not more than 120 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall promptly notify EDA in writing of any event that could substantially delay meeting any of the proscribed time limits for the Project as set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA's taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.339 through 200.343, as applicable.

5. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. **AWARD DISBURSEMENTS: Reimbursable basis only:** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs. The “*Request for Reimbursement*” (Form SF-271) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, Recipients must complete the attached Form SF-3881, “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by emailing through secure/encrypted email to: edagrants@noaa.gov. The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. *Project Progress Reports:* The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **December 31, March 31, June 30, and September 30**, or any portion thereof until the final grant payment is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 15 days following the end of the quarterly period.
- b. *Financial Reports:* The Recipient shall submit a “*Federal Financial Report*” (Form SF-425) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than 30 days following the end of the semiannual reporting period. Form SF-425 (and instructions for completing this form) is available at: <https://www.gsa.gov/portal/forms/download/149786>.

A final Form SF-425 must be submitted no more than 120 calendar days after the expiration date of the Award (e.g., the Award end date specified on the Form CD-450 or Form CD-451). Final Financial reports should follow the guidance outlined by the form instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total

outlays for the entire project period, and that all matching and program income (if applicable) is fully reported. Final grant rate and determinations of final balances owed to the government will be determined by the information on the final Form SF-425, so it is imperative that this final financial form is submitted in a timely and accurate manner.

6. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined at the conclusion of the award period in accordance with the administrative authorities applicable pursuant to the *Financial Assistance Award* (Form CD-450), including the applicable requirements set forth in 2 C.F.R. part 200, after Final Financial Documents are submitted.

Except as otherwise expressly provided for within these Specific Award Conditions, the Investment Rate for the award (see 13 C.F.R. §§ 300.3 and 301.4) shall apply to allowable costs incurred by the Recipient in connection with the project. The Federal share in the allowable costs shall be based upon the Investment Rate (see 2 C.F.R. § 200.43). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate established in the Form CD-450, or subsequently executed Form CD-451. The Federal Share of total allowable costs shall not exceed the dollar amount of the original Award and subsequent amendments, if any.

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$1,500,000
Non-Federal Matching Share	\$3,331,450
Total Project Cost	\$4,831,450

- B. Under the terms of this Award, the total approved **Line Item Budget** is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	\$0	\$0
Land, structures, rights-of-way, etc.	\$0	\$0
Relocation expenses and payments	\$0	\$0
Architectural and engineering fees	\$0	\$0
Other architectural and engineering fees	\$0	\$0
Project inspection fees	\$0	\$0
Site work	\$0	\$0
Demolition and removal	\$0	\$0
Construction	\$4,831,450	\$4,831,450
Equipment	\$0	\$0
Contingencies	\$0	\$0
Total Project Costs	\$4,831,450	\$4,831,450

7. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses. (See 13 C.F.R. § 300.3) The Recipient also certifies that, in accepting

the Financial Assistance Award, the Recipient's Matching Share of the project costs is committed and unencumbered, from authorized sources, and shall be available as needed for the project.

8. **REFUND CHECKS, INTEREST, OR UNUSED FUNDS:** Treasury has given EDA two options for having payments deposited to EDA's account:
- i. The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
 - ii. The second option is Paper Check conversion. All checks must identify on their face the name of the DOC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, who processes EDA's accounting functions at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard, Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

9. **PROJECT COMPLETION DEADLINE:** All work on this project **must be completed by May 31, 2027** to allow for closeout and final disbursement prior to **September 30, 2027**. By operation of the Account Closing Statute (31 U.S.C. §§ 1552(a)), on September 30, 2027, any remaining balances will be cancelled and no longer available for expenditure for any purpose.

Nothing in this paragraph is intended to alter the Project Development Time Schedule set forth in provision 4 above.

10. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in 41 C.F.R. § 60-4 establishes goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4. The goal for the participation of women in each trade area shall be as follows: From April 1, 1981, until further notice: 6.9 percent.

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Specific Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

11. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the regulations at 2 C.F.R. §§200.317 through 200.326, as applicable.
12. **BUY AMERICAN:** Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*,” as modified by Executive Order 14005, *Ensuring the Future Is Made in All of America by All of America’s Workers*, the Recipient is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or sub-award that is chargeable under this Award.
13. **EVIDENCE OF GOOD TITLE:** Prior to the initial disbursement of funds by EDA, the Recipient shall provide opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, as well as rights-of-way, long term leases, easements, state or local government permits or other items necessary for the completion of the project in accordance with 13 C.F.R. § 314.7.
14. **USEFUL LIFE:** The Estimated Useful Life of this project is hereby determined to be 20 years from the date of Award.
15. **HISTORICAL AND ARCHAEOLOGICAL RESOURCES:** If during construction of the project, historical and archeological resources, including burial grounds and artifacts are discovered, the Recipient shall immediately stop construction in the area, contact the State

Historic Preservation Officer (SHPO) and EDA and follow the SHPO's instructions for the preservation of resources.

16. **PERMITS:** Prior to EDA's approval of the bid documents, the Recipient shall provide documentation satisfactory to EDA that the permits listed below have been obtained, or that the bid documents include language requiring the contractor to obtain such permits prior to the start of construction. If the contractor obtains the permits, then prior to initial disbursement of construction costs, the Recipient shall provide EDA with satisfactory documentation that such permits have been obtained:

- National Pollution Discharge Elimination System (NPDES)

17. **NONRELOCATION:** In signing this award of financial assistance, the Recipient(s) attests that the EDA funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award. (See 13 C.F.R. § 300.3) In the event that EDA determines that its assistance was used for such relocation purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements and termination of the award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation and the recovery of the Federal share thereof.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project assisted by EDA. EDA considers an employer to be a "primary beneficiary" if, in seeking EDA assistance, the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA to make the Award. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more jobs permanent jobs so identified.

18. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage three (3), six (6), and nine (9) years after an EDA investment. Recipients are to retain sufficient documentation so that they can submit these required reports. Failure to submit this required report can adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact Recipients in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. Recipients should ensure adequate and sufficient records are kept to support the methodology for computing initial job and private investment estimates and all subsequent actual performance data calculations so that this information can be made available to EDA in the event of an audits or performance site visits.

19. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, at EDA's direction, at any time(s) during the estimated useful life of the Project, Recipient's key personnel will take a training on preventing waste, fraud and abuse as provided by the Government. Key personnel include those responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees (for financial matters and/or general oversight related to this Project). EDA will provide instructions on when and how to take the training. Within sixty days of the date of Award, the Recipient shall provide to the Project Officer all Certificates of Completion for the Waste, Fraud, and Abuse training. In the event there are co-recipients of this Award, the obligations in the Specific Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter "Fraud Schemes"), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

**U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION
STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS**

Title II of the Public Works and Economic Development Act of 1965

Public Works and Economic Development Facilities
and
Economic Adjustment Assistance Construction Components



March 22, 2021

Table of Contents

PART I: GENERAL PROVISIONS	4
A. Construction Award Purpose	4
B. Authorities.....	4
1. In General.....	4
2. PWEDA	4
3. EDA Regulations	4
4. Conflicts Among Authorities	4
C. Updates to Authorities.....	4
1. Updates to Regulations and Requirements	4
2. Applicability to the Award.....	5
D. Variances	5
E. Recipient as Trustee.....	5
F. Additional Funding.....	5
G. Definitions	5
H. Reaffirmation of Application and Award Acceptance.....	5
PART II: SPECIAL REQUIREMENTS FOR EDA CONSTRUCTION PROJECTS	7
A. Financial Requirements	7
1. Financial Reports	7
2. Disbursements.....	7
3. Federal and Non-Federal Cost Sharing.....	8
4. Budget Revisions and Transfer of Funds	8
5. Indirect Costs and Facilities and Administrative Costs	9
6. Incurring Costs Prior to Award	10
7. Program Income	10
B. Programmatic Requirements	10
1. Project Progress and Performance Reporting	10
2. Time Extensions.....	11
3. Interim Reporting of Significant Project Developments.....	12
4. Programmatic Changes	12
5. Government Performance and Results Act.....	12
6. Beneficiary Compliance.....	13
7. Hold Harmless	13
8. Prohibition on Use of Third Parties to Secure Award.....	13
9. Payment of Attorneys' or Consultants' Fees	13
10. Recipient's Duty to Refrain from Employing Certain Government Employees.....	13
11. Commencement of Construction	14
12. Project Sign and Use of EDA Logo	14
13. Efficient Administration of Project.....	15
14. Conflicts-of-Interest Rules	15

15.	Records-Keeping Requirements	16
16.	Termination Actions	17
17.	Project Closeout Procedures	18
18.	Freedom of Information Act	20
C.	Additional Requirements Related to Construction Projects	20
1.	The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3144, 3146, 3147; 42 U.S.C. § 3212)	20
2.	The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708)	20
3.	The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)	20
4.	Preservation of Historical and Archeological Data (54 U.S.C. § 312502)	20
5.	The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.)	21
6.	The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.)	21
7.	The Energy Conservation and Production Act (42 U.S.C. § 6834 et seq.)	21
8.	Executive Order 13717, “Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction”	21
9.	Compliance with Local Construction Requirements	21
D.	Non-Discrimination Requirements	21
E.	Audits	21
1.	General	21
2.	Requirement to Submit a Copy of the Audit to EDA	22
F.	Tribal Employment Rights Ordinances	22
G.	EDA Contracting Provisions for Construction Projects	22
H.	Property	22
1.	Standards	22
2.	Title	23
3.	EDA’s Interest in Award Property	23
4.	Insurance and Bonding	25
5.	Leasing Restrictions	25
6.	Eminent Domain	26
7.	Disposal of Real Property	26
8.	Reporting on Property	26
I.	Environmental Requirements	27
1.	General	27
2.	Compliance with Other Applicable Environmental Requirements	27
J.	American-Made Equipment and Products	28
	PART III: DEPARTMENT OF COMMERCE STANDARD TERMS AND CONDITIONS	29

PART I: GENERAL PROVISIONS

A. Construction Award Purpose

This financial assistance award (the Award), executed by the Economic Development Administration (EDA) and the recipient (Recipient or non-Federal entity), is awarded for the purpose of carrying out the design, engineering, or construction of certain physical infrastructure as specifically set forth in the Award's scope of work.

B. Authorities

1. In General

Recipient must administer this Award in conformance with the terms of the Award, including any properly executed amendment thereto, the EDA-approved budget and scope of work, these EDA Standard Terms and Conditions for Construction Projects (EDA Construction STCs) and the Department of Commerce (DOC) Financial Assistance Standard Terms and Conditions (DOC Standard Terms and Conditions), as well as any specific award conditions; relevant policies issued by EDA; applicable Federal statutes, regulations, and Executive Orders; and the provisions of the Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* codified at 2 CFR part 200 (OMB Uniform Guidance).

2. PWEDA

The Public Works and Economic Development program is authorized under section 201 and the Economic Adjustment Assistance program is authorized under section 209 of PWEDA (42 U.S.C. §§ 3141 and 3149, respectively).

3. EDA Regulations

The regulations implementing PWEDA are contained in chapter III of title 13 of the Code of Federal Regulations (CFR), and apply in full to this Award. The regulations specific to EDA construction projects can be found at 13 CFR parts 305 and 314, and subpart A to part 307.

4. Conflicts Among Authorities

Any inconsistency or conflict among the authorities governing the Recipient's administration of this Award will be resolved in the following order of precedence: Federal laws and regulations (including the OMB Uniform Guidance), applicable notices published in the *Federal Register*, Executive Orders, OMB circulars, these EDA Construction STCs, specific award conditions, and any written policy guidance issued by EDA. However, a specific award condition may amend or take precedence over a provision of these EDA Construction STCs on a case-by-case basis, when warranted by the specific circumstances of the Award. In the event of a conflict between Parts I or II of these EDA Construction STCs and Part III, which incorporates the DOC Standard Terms and Conditions, Parts I and II will control.

C. Updates to Authorities

1. Updates to Regulations and Requirements

The DOC, EDA, or OMB may issue changes from time to time to the regulations and other policies and requirements that apply to this Award. Such changes may upon occasion increase

administrative or programmatic flexibility in administering this Award in a manner that is mutually beneficial to EDA and the Recipient. In addition, if required by law, these changes may impose new requirements. The implementation of any such regulatory, administrative, or programmatic change in administering this Award requires EDA's prior written approval.

2. Applicability to the Award

These EDA Construction STCs apply to the Award as of the Federal award date, as defined at 2 CFR § 200.1, or, if attached to the Award by amendment, as of the effective date of such amendment.

D. Variances

EDA's policy is to administer all awards uniformly; however, there may be special circumstances that warrant a variance. To accommodate these circumstances and to encourage innovative and creative ways to address economic development problems, EDA will consider requests for variances to the procedures set out in these EDA Construction STCs if they do not conflict with applicable Federal statutory and regulatory requirements, are consistent with the goals of EDA's programs, and make sound economic and financial sense. Any approved variance will be implemented through a specific award condition incorporated under the Award.

E. Recipient as Trustee

The Recipient holds grant funds and any property acquired or improved with EDA assistance in trust for the public purposes of an Award. The Recipient's obligation to the Federal Government continues for the estimated useful life of the Project, as determined by EDA, during which EDA retains an undivided equitable reversionary interest (the Federal Interest) in property acquired or improved, in whole or in part, with EDA investment assistance. *See* 13 CFR § 314.2 ("Federal Interest").

If EDA determines that the Recipient fails or has failed to meet this obligation, EDA may exercise any rights or remedies with respect to its Federal Interest in the Project. However, EDA's forbearance in exercising any right or remedy in connection with the Federal Interest does not constitute a waiver thereof.

F. Additional Funding

EDA has no obligation to provide any additional funding in connection with the Award. Any change to the Award to increase funding or to extend the period of performance is at the discretion of EDA, subject to the availability of funds, via an amendment executed by the Grants Officer.

G. Definitions

Capitalized terms and acronyms used but not otherwise defined in these EDA Construction STCs have the meaning ascribed to them at 13 CFR §§ 300.3, 302.20, 307.8, and 314.1, and subpart A to 2 CFR part 200.

H. Reaffirmation of Application and Award Acceptance

By accepting this Award, the Recipient's authorized representative hereby reaffirms and states that:

1. All data in the Application were true and correct when the Application was submitted and remain

- true and correct as of the date of this Award;
2. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
 3. The Recipient has read, understood, and will comply with all terms of this Award, including the assurances and certifications submitted as part of the Application (including assurances submitted through the System for Award Management (SAM.gov)).

Acceptance of the Award is established by any action on the part of the Recipient indicating an intent to accept the Award, including by signing the Financial Assistance Award (Form CD-450) (either via a “wet” signature or electronically) or by requesting any disbursement of Award funds. “Application” means all forms, documentation, and any information submitted to EDA as part and in furtherance of a request for an Award and includes submissions made in response to any request by EDA after submission of the initial Application.

PART II: SPECIAL REQUIREMENTS FOR EDA CONSTRUCTION PROJECTS

A. Financial Requirements

1. Financial Reports

- a. During the period of performance, the Recipient must submit financial reports as follows, unless otherwise specified in a specific award condition.
 - i. *Reports on Award reimbursements.* In accordance with 2 CFR § 200.328 (“Financial reporting”), the Recipient must submit a “Federal Financial Report” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports are due no later than 30 calendar days following the end of each reporting period, and instructions for completing and submitting Form SF-425 will be discussed during the Project kick-off meeting. Recipients may contact their EDA Project Officer with questions on how to complete or submit the report, if necessary, but they must submit reports on time and are encouraged to pose such questions sufficiently before the deadline to allow for complete, accurate, and timely submission of required reports.
 - ii. *Reports on Award advances.* While EDA generally does not advance funds, when the agency does so, the Recipient must submit Form SF-425 within 15 business days following the end of each quarter for an award where the Federal share of costs is under \$1 million. In accordance with 2 CFR § 200.328, because of increased risk and the need to ensure the appropriate use of Federal funds, where EDA advances funds under an award where the Federal share of costs is \$1 million or more the Recipient must submit Form SF-425 within 15 business days following the end of each month, or as otherwise specified in a specific award condition.
- b. The Recipient must submit a final Form SF-425 no later than 120 calendar days after the end date of the period of performance. *See also* Part II, section B.16.c “Final reporting deadline” of these EDA Construction STCs.
- c. Noncompliance with the financial reporting requirements may result in appropriate enforcement action under this Award, including but not limited to suspension of Award payments, disallowance of costs or termination of an award. A Recipient’s non-compliance with financial reporting requirements will also be taken into account in EDA’s consideration of any future applications for EDA financial assistance (*see* 2 CFR § 200.206(b)(2)(iii) and section A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions) of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs).
- d. Financial reports should be submitted to the Project Officer in electronic format, unless otherwise specified in the specific award conditions.

2. Disbursements

- a. *Method of payment.* The Grants Officer determines the appropriate method of payment.

Unless otherwise specified in a specific award condition, the method of payment under this Award will be reimbursement. Payments will be made through electronic funds transfers directly to the Recipient's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3720B *et seq.*). The Award number must be included on all payment-related correspondence, information, and forms.

- b. *Disbursement requests.* The Recipient must use Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs," to request reimbursement under the Award. Substantiating invoices and/or vouchers also must be provided. Each request for the disbursement of funds must be made to the Project Officer. Form SF-271 can be downloaded from the Grants.gov post-award reporting forms website at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.
 - i. *Initial disbursement request.* For the initial disbursement only, the Recipient must complete and submit Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," along with Form SF-271, to the Project Officer.
 - ii. *Interim disbursement requests.* All requests for interim disbursement must be submitted using Form SF-271 and include substantiating invoices and/or vouchers.
 - iii. *Final disbursement request.* See Part II, section B.16 "Project Closeout Procedures" of these EDA Construction STCs.

3. Federal and Non-Federal Cost Sharing

- a. For purposes of this Award, the Federal share is the amount of EDA funds invested under the Award, while the non-Federal share, or "Matching Share," means non-EDA funds and any in-kind contributions that are approved by EDA and provided by the Recipient or by third parties as a condition of the Award.
- b. By accepting the Award, the Recipient certifies that the Matching Share of Project costs is committed to the Project, available as needed, and not conditioned or encumbered in any way that precludes its use consistent with the requirements of the Award. See 13 CFR § 301.5 ("Matching share requirements").
- c. In the case of an overrun at the construction bid opening, the Recipient may augment the Matching Share by an amount sufficient to cover the excess cost. The Recipient must furnish a letter to EDA identifying the source of the additional funds and confirming that all Matching Share meets the requirements of 13 CFR § 301.5. See 13 CFR § 305.10 ("Bid underrun and overrun").

4. Budget Revisions and Transfer of Funds

- a. *Approved budget plan; notification of deviations.* The EDA-approved budget set forth in the specific award conditions or otherwise incorporated under the Award is the budget plan for the Project. The Recipient must notify EDA of deviations from the budget in accordance with 2 CFR § 200.308 ("Revision of budget and program plans"). If prior written approval is not required under 2 CFR § 200.308, the Recipient may request the Grants Officer's review of

and guidance on proposed revisions to the budget.

- b. *Requesting budget revisions.* Requests for budget revisions to the EDA-approved budget must be submitted through the Project Officer to the Grants Officer, who will make the final determination on such requests and notify the Recipient in writing.
- c. *Budget revisions that require an amendment.* In accordance with 2 CFR § 200.308(f) and (h), an amendment executed by the Grants Officer are required for budget revisions when:
 - i. The revision results from changes in the scope or the objective of the Project;
 - ii. The need arises for additional EDA funds to complete the Project;
 - iii. The Federal share exceeds the simplified acquisition threshold (currently set at \$250,000) and the cumulative amount of transfers among direct cost categories exceeds or is expected to exceed 10 percent of the total budget as last approved by EDA; and
 - iv. A revision is desired that involves specific costs for which prior written approval requirements may be imposed consistent with applicable cost principles listed in subpart E of 2 CFR part 200 (“Cost Principles”).
- d. *Prior approval for transfers between construction and non-construction items.* When an Award supports both construction and non-construction work, the Recipient must obtain prior written approval from the Grants Officer before making any fund or budget transfer from non-construction to construction or vice versa. *See* 2 CFR § 200.308(h)(5).
- e. *Project underrun amounts.* Underrun amounts will be transferred to the contingencies line item. Contingency funds are to be used to address situations resulting from unknown conditions and changes required for the fulfillment of authorized activities under this Award. EDA may approve the use of underrun funds to increase the Federal share of the Project or further improve the Project, as long as EDA determines that the use is consistent with the original purpose of the Award. *See* 13 CFR § 308.1 (“Use of funds in projects constructed under projected cost”).
- f. *Additional EDA funding in case of Project overrun amounts.* In accepting this Award, the Recipient agrees to fund any overrun amounts from non-Federal sources, or if the Recipient is unable or unwilling to do so, to request termination of the Award. Additional EDA assistance for the Project is at the discretion of EDA and may not be approved.

5. Indirect Costs and Facilities and Administrative Costs

- a. Indirect costs, or facilities and administrative (F&A) costs for educational institutions, are generally not applicable under this Award. *See* the definition of “indirect (facilities and administrative) (F&A) costs” at 2 CFR § 200.1.
- b. When indirect costs are applicable, they will not be allowable charges against the Award unless approved under the Award and specifically included as a line item in the Award’s approved budget. *See* section B.06 of the DOC Standard Terms and Conditions (“Indirect or Facilities and Administrative Costs”), which are incorporated into these EDA Construction STCs in Part III.

6. **Incurring Costs Prior to Award**

Project activities, including the procurement of good and services, which may include construction activities, carried out prior to EDA's approval of this Award are done at the sole risk of the Recipient and at the risk of not being reimbursed by EDA. Such activity may result in the rejection of the Application, the disallowance of costs, or other adverse consequences as a result of noncompliance with EDA or Federal requirements, including but not limited to procurement requirements, civil rights requirements, Federal labor standards, or environmental and historic preservation requirements. The Grants Officer must authorize pre-award costs and activities in writing, and such costs must also be allowable under relevant Federal cost principles and the specific Award terms and be included in the EDA-approved budget. Pre-award costs not included in the authorized budget are not allowable and will not be reimbursed. *See* 13 CFR § 302.8 ("Pre-approval Investment Assistance costs").

7. **Program Income**

For Projects that generate revenue (*e.g.*, rent for buildings or real property constructed or improved with EDA funds, rent or fees charged for use of equipment purchased with EDA funds, fees charged by the Recipient or a third party in connection with Project operations, etc.), the Recipient agrees, for the estimated useful life of the EDA-assisted facility or equipment, to use income generated from the facility or equipment, in the following order of priority unless modified by a specific award condition:

- a. Administration, operation, maintenance, and repair of Project facilities in a manner consistent with good property management practice and in accordance with established building codes. This includes, where applicable, repayment of indebtedness resulting from any EDA-approved encumbrance (*e.g.*, approved mortgage) on the EDA-assisted facility. In the case of equipment, administration, operation, maintenance, and repair of the equipment, or the facility in which the equipment is located as required to maintain and operate the equipment, for the equipment's estimated useful life.
- b. Economic development activities that are authorized for support by EDA, provided such activities meet the economic development purposes of PWEDA and are located within the designated Project region.
- c. Any program income in excess of paragraphs a. and b. of this section that is generated during the period of performance must be deducted from total allowable Project costs in accordance with 2 CFR § 200.307(e)(1). *See also* 2 CFR § 200.307 ("Program income").

8. **Information on Recipient integrity.** The Recipient agrees to provide EDA with information and documentation necessary for EDA to conduct due diligence to ensure the financial integrity and responsibility of the Recipient and key individuals associated with the Recipient in the management or administration of this Award.

B. **Programmatic Requirements**

1. **Project Progress and Performance Reporting**

- a. Project progress reports must be submitted in accordance with the procedures set out in 2 CFR § 200.329 ("Monitoring and reporting program performance"), as applicable, and as

indicated below. Failure to submit required reports in a complete, accurate, and timely manner may result in the withholding of payments under this Award; deferral of processing of new awards, amendments, or supplemental funding; or other appropriate enforcement action. *See* 13 CFR § 302.18 (“Post-approval requirements”) and section A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions) of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs.

- b. Unless otherwise specified in a specific award condition, the Project progress report must contain the following information for each Project program, function, or activity:
 - i. A comparison of planned and actual accomplishments according to the timetable or list of Project objectives in this Award;
 - ii. An explanation of any delays or failures to meet the Project timetable or Project goals; and
 - iii. Any other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Project progress reports must be submitted for each calendar quarter to the Project Officer. Each Project progress report must be submitted in accordance with the deadlines outlined in the specific award conditions, or, when not otherwise specified, Project progress reports will be due on a quarterly basis not later than January 31, April 30, July 31, and October 31 for the immediately previous quarter. The final Project progress report must be submitted to EDA no later than 120 calendar days after the end date of the period of performance. *See* Part II, section B.16.c “Project Closeout Procedures” of these EDA Construction STCs for more information on Project Closeout.

- c. The Recipient must submit quarterly Project progress reports to the EDA Project Officer electronically unless otherwise specified in the specific award conditions.

2. Time Extensions

- a. Unless otherwise authorized by a specific award condition, any extension of the period of performance can only be authorized by the Grants Officer in writing.
- b. The Recipient is responsible for implementing the Project in accordance with the development time schedule contained in this Award. As soon as the Recipient becomes aware that it may not be possible to meet the development time schedule, the Recipient must notify the Grants Officer. The Recipient’s notice to EDA must contain the following:
 - i. An explanation of the Recipient’s inability to complete work by the specified date (*e.g.*, a lengthy period of unusual weather delayed the contractor’s ability to excavate the site, major re-engineering required in order to obtain State or Federal approvals, unplanned environmental mitigation required);
 - ii. A statement describing any other contemplated changes to the Project;
 - iii. Documentation that demonstrates there is still a bona fide need for the Project; and
 - iv. A statement that no further delay is anticipated and that the Project can be completed within the revised time schedule.

EDA reserves the right to withhold disbursements while the Recipient is not in compliance with the time schedule and to suspend or terminate this Award if the Recipient fails to proceed with reasonable diligence to accomplish the Project as intended.

3. **Interim Reporting of Significant Project Developments**

The Recipient must promptly report any event that may have a significant impact upon the Project, including delays or adverse conditions that may materially affect the ability of the Recipient to attain Project objectives within established time periods or meet the development time schedule without waiting for the next quarterly progress report. The Recipient should report such events to the Project Officer in the most time-expedient way possible and then, if the initial report was not in writing, report the event to the Project Officer in writing. Such a report must include a statement of the event or issue, a statement of the course of action taken or contemplated to resolve the matter, and any Federal assistance needed to resolve the situation. If budget changes are required, the Recipient must submit a written budget revision request. *See* 2 CFR § 200.329(e) (“Monitoring and reporting program performance”) and Part II, section A.4. “Budget Revisions and Transfers of Funds” of these EDA Construction STCs.

4. **Programmatic Changes**

- a. In accordance with 2 CFR § 200.308 (“Revision of budget and program plans”), the Recipient must submit a written request for any proposed programmatic changes, including all changes to the scope of the Award, to the Project Officer. *See* Part II, section A.4 “Budget Revisions and Transfers of Funds” of these EDA Construction STCs for budget revisions that may require the prior written approval of EDA. In these cases, the Project Officer will forward the request to the Grants Officer, who makes the final decision on approving the request. In addition, the Recipient must request prior written approvals for certain items of cost in accordance with 2 CFR § 200.407 (“Prior written approval (prior approval)”).
- b. Any changes made to the Project without EDA’s approval are made at the Recipient’s own risk, and may result in disallowance of costs, suspension, termination, or other EDA action with respect to the Award. *See* 13 CFR § 302.7(b) (“Amendments and changes”).
- c. *Contract Change Orders.* After construction contracts for the Project have been executed, it may become necessary to alter them through a formal contract change order that must be issued by the Recipient and accepted by the contractor. All contract change orders must be reviewed by EDA, even if EDA is not participating in the cost of the change order or the contract price is to be reduced. Work on the Project may continue pending EDA review and approval of the change order, but all such work will be at the Recipient’s risk as to whether the cost of the work is eligible for EDA reimbursement. *See* 13 CFR § 305.13 (“Contract change orders”).

5. **Government Performance and Results Act**

In addition to quarterly Project progress reports, EDA may require the Recipient to report on Project performance beyond the end date of the period of performance for Government Performance and Results Act (GPRA) or other purposes. In no case will the Recipient be required to submit any GPRA report more than ten years after the date of Award closeout. Data used by the Recipient in preparing reports must be accurate and, whenever possible, from independent sources. *See* 13 CFR § 302.16 (“Accountability”).

6. **Beneficiary Compliance**

In the event a beneficiary of the Project fails to comply in any manner with certifications, assurances, or agreements that such beneficiary has entered into in accordance with EDA's requirements, the Recipient will reimburse EDA the Award amount or an amount to be determined by the EDA pursuant to 13 CFR §§ 314.4 ("Unauthorized use of property") and 314.5 ("Federal share"). When EDA determines that the failure of a beneficiary to comply with EDA requirements affects a portion of the property benefited by the Award, the Recipient will reimburse EDA proportionately.

7. **Hold Harmless**

To the maximum extent permitted by law, the Recipient agrees to indemnify and hold the United States harmless from and against all liabilities that the United States may incur due to the actions or omissions of the Recipient, including to the extent that such liabilities are incurred because of toxic or hazardous contamination or groundwater, surface water, soil, or other conditions caused by actions of the Recipient or any of its predecessors (other than the United States or its agents) on the property. *See* 13 CFR § 302.19 ("Indemnification").

8. **Prohibition on Use of Third Parties to Secure Award**

Unless otherwise specified in the application materials supporting this Award, the Recipient warrants that no person or selling agency has been employed or retained to solicit or secure this Award upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Recipient for the purpose of securing business. For breach or violation of this warranty, EDA has the right to terminate this Award for material noncompliance, or at its discretion, to deduct from the Award amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. **Payment of Attorneys' or Consultants' Fees**

No Award funds may be used, directly or indirectly, to reimburse attorneys' or consultants' fees incurred in connection with obtaining an award under PWEDA, such as, for example, preparing an application for EDA assistance. However, ordinary and reasonable attorneys' and consultants' fees incurred for meeting Award requirements (*e.g.*, conducting a title search or preparing plans and specifications) may be eligible Project costs and may be paid out of Award funds, provided such costs are otherwise eligible. *See* 13 CFR § 302.10 ("Attorneys' and consultants' fees, employment of expeditors, and post-employment restriction").

10. **Recipient's Duty to Refrain from Employing Certain Government Employees**

- a. Pursuant to section 606(2) of PWEDA (42 U.S.C. § 3216), for the two-year period beginning on the date EDA executes this Award, any Recipient that is a nonprofit organization, District Organization, or for-profit entity agrees that it will not employ, offer any office or employment to, or retain for professional services any person who:
 - i. On the date EDA executes this Award or within the one-year period ending on that date, served as an officer, attorney, agent, or employee of the Department, and
 - ii. Occupied a position or engaged in activities that the Assistant Secretary determines

involved discretion with respect to the funding of an Award.

- b. In addition to the types of Recipients noted in paragraph a. above, EDA may require another Eligible Applicant to execute an agreement to abide by the above-described post-employment restriction on a case-by-case basis—for example, when an institution of higher education implements activities under or related to the Award through a separate nonprofit organization or association.
- c. The two-year period and associated restrictions referenced above also will apply beginning on the date that EDA executes any cost amendment to this Award that provides additional funds to the Recipient.

See also 13 CFR § 302.10 (“Attorneys’ and consultants’ fees, employment of expeditors, and post-employment restriction”).

11. Commencement of Construction

- a. *Delayed construction starts.* If significant construction (as determined by EDA) is not commenced within two years of the Award date or by the date estimated for start of construction in this Award (or the expiration of any extension granted in writing by EDA), whichever is later, this Award will be automatically suspended by a written notification issued by the Grants Officer and may be terminated if EDA determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.
- b. *Early construction starts.* The Recipient must make a written request to EDA for early construction start permission (that is, after the date of Award, but before EDA gives formal approval for construction to commence). Costs incurred under a contract are only allowable after EDA determines that the award of the contract is in compliance with all terms and conditions of the Award. If construction commences prior to EDA’s determination, the Recipient proceeds at its own risk until EDA’s review and concurrence. *See* 13 CFR § 305.11 (“Contract awards; early construction start”).

12. Project Sign and Use of EDA Logo

- a. *Project sign.* The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. EDA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the EDA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law. *See* 13 CFR § 305.12 (“Project sign”).
- b. *Use of EDA logo.* With EDA’s prior written permission, the Recipient may use the EDA logo to publicize the Award as well as to amplify the impact of the Award. In such cases, the EDA logo may be displayed on Award-related materials that discuss or advertise the purpose or use of the Project (e.g. websites, social media, fliers, pamphlets, brochures). To seek permission to use the EDA logo, the Recipient must contact the EDA Project Officer and provide a written description of how the Recipient proposes to use the EDA logo. In general,

the EDA logo may be used either alone or next to Recipient's logo. The EDA logo may not be used to endorse a third party as interpreted at EDA's sole discretion. The Recipient must not use the EDA logo in a negative or defamatory manner, and the Recipient must not use the U.S. Department of Commerce (DOC) logo. EDA may rescind such permission at any time.

13. Efficient Administration of Project

The Recipient agrees to properly and efficiently administer, operate, and maintain the Project for its estimated useful life, as required by section 504 of PWEDA (42 U.S.C. § 3194). If EDA determines at any time during the estimated useful life of the facility that the Project is not being properly and efficiently administered, operated, and maintained, EDA may terminate this Award (if it is still active) and/or may take appropriate enforcement action to protect the Federal Interest in the Project, including requiring the Recipient to repay the Federal Share. *See* 13 CFR §§ 302.12 ("Project administration, operation and maintenance"), 302.18 ("Post-approval requirements"), and 314.2 ("Federal Interest") through 314.5 ("Federal Share").

14. Conflicts-of-Interest Rules

- a. An "Interested Party" is defined in 13 CFR § 300.3 ("Definitions") as "any officer, employee, or member of the board of directors or other governing board of the Recipient, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the Recipient, such as agents, advisors, consultants, attorneys, accountants, or shareholders." An Interested Party includes the Interested Party's Immediate Family and other persons directly connected to the Interested Party by law or through a business organization. "Immediate Family" is defined in 13 CFR § 300.3 as "a person's spouse (or domestic partner or significant other), parents, grandparents, siblings, children and grandchildren, but does not include distant relatives, such as cousins, unless the distant relative lives in the same household as the person."
- b. The Recipient must disclose in writing any potential conflicts of interest to EDA or the pass-through entity as soon as practicable after the identification of such potential conflict. In addition, the Recipient must maintain written standards of conduct to establish safeguards to prohibit an Interested Party from using its position for a purpose that constitutes or presents the appearance of personal or organizational conflicts-of-interest or of personal gain in the administration of an award. *See* 13 CFR § 302.17(a) and (b) ("Conflicts of interest"), 2 CFR § 200.112 ("Conflict of interest"), as applicable, and assurances submitted as part of the Application, including assurances submitted through SAM.gov or via Form SF-424D ("Assurances – Construction Projects").
- c. An Interested Party must not receive any direct or indirect financial or personal benefit in connection with this Award or its use for payment or reimbursement of costs by or to the Recipient. A conflict of interest generally exists when an Interested Party participates in a matter that has a direct and predictable effect on the Interested Party's personal or financial interests. A conflict also may exist where there is an appearance that an Interested Party's objectivity in performing his or her responsibilities under the Project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an Interested Party is unable to render impartial assistance, services or advice to the Recipient, a participant in the Project or to the Federal government. Additionally, a conflict of interest

may result from non-financial gain to an Interested Party, such as benefit to reputation or prestige in a professional field. *See* 13 CFR § 302.17(a) and (b).

- d. Section F.01.c of the DOC Standard Terms and Conditions, which are incorporated as Part III of these EDA Construction STCs, specifies procurement-related conflicts of interest requirements. *See also* 2 CFR §§ 200.317-200.327 (“Procurement Standards”).

15. Records-Keeping Requirements

- a. *Records.* The Recipient must maintain records that document compliance with the terms and conditions of this Award. At a minimum, the Recipient’s records must fully disclose:
 - i. The amount and disposition of all EDA funding under the Award;
 - ii. All Project expenditures and procurement actions;
 - iii. The total cost of the Project that the Award funds;
 - iv. Copies of all reports and disbursement requests submitted to EDA;
 - v. The benefits/impacts of the Project, as reported through GPRA and other reports to EDA;
 - vi. The amount and nature of the portion of Project costs provided by non-EDA sources;
 - vii. Contractor compliance with applicable Federal requirements; and
 - viii. Such other records as EDA requires the Recipient to maintain, including such records as will facilitate an effective audit.
- b. *Records retention.* In general, and in accordance with 2 CFR § 200.334 (“Retention requirements for records”), all records pertinent to this Award must be retained for a period of three years from the date of submission of the final Project expenditure report (the final Form SF-271 for disbursement). The only exceptions are the following:
 - i. If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final actions taken.
 - ii. When the Recipient is notified in writing by EDA, its cognizant agency for either audit or indirect costs, its oversight agency for audit, or the relevant pass-through entity to extend the retention period, it must retain the records as directed.
 - iii. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition of the relevant real property or equipment.
 - iv. When records are transferred to or maintained by EDA or pass-through entity, the three-year retention requirement is not applicable to the Recipient.
 - v. *Records for program income transactions after the period of performance.* In some cases, Recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Recipient’s fiscal year in which the program income is earned. *See also* Part II, section A.7 “Program Income” of these EDA Construction STCs.

- vi. *Indirect cost rate proposals and cost allocation plans.* This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 - (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission.
 - (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- c. **Monitoring and reporting obligations.** The Recipient is responsible for monitoring any subrecipients and contractors to ensure their compliance with the records retention requirements. The Recipient must immediately notify the Project Officer if records are lost. *See 2 CFR §§ 200.331 – 200.333 (“Subrecipient Monitoring and Management”).*

16. Termination Actions

- a. In accordance with 2 CFR § 200.340 (“Termination”), this Award may be terminated in whole or in part as follows:
 - i. *Termination by EDA for the Recipient’s failure to comply with the terms and conditions of the Award.* EDA may terminate this Award, in whole or in part, if the Recipient fails to comply with the Terms and Conditions of the Award, including but not limited to:
 - (1) Any representation made by the Recipient to the Federal awarding agency in connection with the Application for Federal assistance is incorrect or incomplete in any material respect;
 - (2) The Project has changed substantially, without EDA prior approval, so as to affect significantly the accomplishment of the Project as intended (including an unauthorized use of property as provided in 13 CFR § 314.4 (“Unauthorized use of property”));
 - (3) The Recipient has violated commitments it made in its Application and supporting documents or has violated any of the Terms and Conditions of the Award;
 - (4) The conflicts-of-interest rules at 13 CFR § 302.17 (“Conflicts of interest”) are violated; or
 - (5) The Recipient fails to report immediately to EDA any change of authorized representative acting in lieu of or on behalf of the Recipient.

See also section A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions) of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs.

- ii. *Termination by EDA when the Award no longer effectuates program goals or agency priorities.* To the greatest extent authorized by law, EDA may terminate this Award if it no longer effectuates program goals or agency priorities.
 - iii. *Termination by the Recipient.* The Recipient may terminate this Award in whole or in part upon by sending the EDA Grants Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if EDA determines in the case of partial termination that the reduced or modified portion of the EDA Award will not accomplish the purposes for which the EDA Award was made, EDA may terminate the Award in its entirety.
 - iv. *Termination pursuant to Award termination provisions.* EDA or the pass-through entity may terminate this Award pursuant to termination provisions included in the Award. Any Award-specific termination provision will be included as a specific award condition.
 - v. *Termination upon mutual agreement.* EDA and the Recipient may mutually agree to terminate this Award in whole or in part. In such cases, EDA and the Recipient must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- b. If the Award is wholly or partially terminated, the Recipient remains responsible for compliance with the requirements in 2 CFR §§ 200.344 (“Closeout”) and 200.345 (“Post-closeout adjustments and continuing responsibilities”).

17. Project Closeout Procedures

- a. *Project Closeout.* As defined at 2 CFR § 200.1, Project Closeout means the process by which EDA determines that all applicable administrative actions and all required work of the Award have been completed and takes actions as described at 2 CFR § 200.344 (“Closeout”). In the context of an EDA construction award, Project Closeout generally begins with the Recipient’s acceptance of the Project from the contractor(s).
- b. *Final disbursement.* When Project construction and final inspection have been completed, or substantially completed as determined by EDA, and the Recipient has accepted the Project from the contractor(s), the Recipient can begin the Closeout process by submitting the following documentation to EDA:
 - i. A request for final disbursement on an executed Form SF-271;
 - ii. A written certification that all costs charged against this Award (Federal and non-Federal shares) are for eligible activities and represent allowable costs, for which there is documentation in the Recipient’s records;
 - iii. An executed certificate of final acceptance signed by the Recipient and the Recipient’s architect/engineer;
 - iv. The Recipient’s certification that its current audit (in accordance with subpart F of 2 CFR part 200), if applicable, has been submitted to the Federal Audit Clearinghouse;

- v. The Recipient's certification that its currently valid single or program-specific audit in accordance with subpart F of 2 CFR part 200 ("Audit Requirements"), if applicable, does not contain any material findings (if the Recipient's currently valid audit does contain material findings, the Recipient must submit the applicable audit preferably via e-mail to the Project Officer, who will review with the Grants Officer); and
- vi. Other documentation as may be required by EDA.

EDA will advise the Recipient of costs determined to be allowable and unallowable. If a balance of this Award is due to the Recipient, the balance will be paid by EDA. If the Recipient has received an amount in excess of the amount due the Recipient, the Recipient must refund the excess to EDA. The Recipient must contact the Project Officer for refund instructions.

As noted above, if the Recipient's most recent audit completed pursuant to subpart F of 2 CFR part 200 contains material findings, the Recipient must submit the audit, preferably via e-mail, to the Project Officer, who will review with the Grants Officer before final disbursement. If e-mail is unavailable, the Recipient may submit a hardcopy version of the audit to the Project Officer.

- c. *Final reporting deadline.* The Recipient must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the Terms and Conditions of this Award. The Grants Officer may extend the 120 calendar day submission period upon a written request from the Recipient.
- d. *Deadline to liquidate obligations.* Unless EDA authorizes an extension, the Recipient must liquidate all financial obligations incurred under this Award no later than 120 calendar days after the end date of the period of performance.
- e. *Post-Closeout requirements.* As noted above in section B.12 "Efficient Administration of Project" of these EDA Construction STCs, after construction is completed and the Project is closed out financially, the Recipient has an ongoing responsibility to properly administer, operate, and maintain the Project for its estimated useful life (as determined by EDA) in accordance with Award purposes. *See* 13 CFR § 302.12 ("Project administration, operation and maintenance"). The Recipient must comply with all Award requirements and maintain records to document such compliance, which must be made available for inspection by EDA or other Government officials as required.

In addition, in accordance with 2 CFR § 200.345 "Post-closeout adjustments and continuing responsibilities," the Closeout of this Award does not affect any of the following:

- i. The right of EDA to disallow costs and recover funds on the basis of a later audit or other Project review;
- ii. The Recipient's obligation to return any funds due as a result of later corrections or other transactions;
- iii. Audit requirements per subpart F of 2 CFR part 200; and
- iv. Requirements for property management and disposition, records retention, and

performance measurement reports. *See* subpart D of 2 CFR part 200 (“Post Federal Award Requirements”), as applicable.

- f. *GPRA reporting.* As required under GPRA and in accordance with a schedule that will be provided by EDA, the Recipient must submit additional Performance Measurement Reports, generally three, six, and nine years after the date of the Award to accurately and completely report the impacts of the Project, especially in terms of job creation and private investment leveraging.

18. Freedom of Information Act

EDA is responsible for meeting its Freedom of Information Act (“FOIA”) (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 CFR part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of Applications and other information submitted by applicants and Recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain Application and other submitted information publicly available. Accordingly, as set forth in 15 CFR § 4.9 (“Confidential commercial information”), the Recipient should identify in its Application any “business information” it believes to be protected from disclosure pursuant to 5 U.S.C. § 552(b)(4).

C. Additional Requirements Related to Construction Projects

The Recipient and any subrecipients, must, in addition to other statutory and regulatory requirements detailed in these EDA Construction STCs and the assurances made to EDA in connection with the Award, comply and require each of its contractors and subcontractors employed in the completion of the Project to comply with all applicable Federal, State, territorial, and local laws, and in particular, the following Federal laws (and the regulations issued thereunder), executive orders, OMB circulars, OMB Uniform Guidance, and local law requirements.

1. **The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3144, 3146, 3147; 42 U.S.C. § 3212)**, which requires minimum wages for mechanics and laborers employed on Federal Government public works projects to be based on the wages that the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the Project is to be performed, or in the District of Columbia if the Project is to be performed there.
2. **The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708)**, which provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project.
3. **The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 *et seq.*), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)**, which require stewardship of historic properties in projects involving Federal funds.
4. **Preservation of Historical and Archeological Data (54 U.S.C. § 312502)**, which requires appropriate surveys and preservation efforts if a Federally licensed project may cause

irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data.

5. **The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*)**, and the regulations issued thereunder, which prescribe standards for the design and construction of any building or facility intended to be accessible to the public or that may house handicapped employees.
6. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*)**, and implementing regulations issued at 49 CFR part 24 (“Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs”), which establish uniform policies for the fair and equitable treatment of persons, businesses, or farm operations affected by the acquisition, rehabilitation, or demolition of real property acquired for a project financed wholly or in part with Federal financial assistance.
7. **The Energy Conservation and Production Act (42 U.S.C. § 6834 *et seq.*)**, which establishes energy efficiency performance standards for the construction of new residential and commercial structures undertaken with Federal financial assistance.
8. **Executive Order 13717, “Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction”**, which requires that new buildings constructed with Federal assistance comply with the earthquake-resistant design provisions of the 2015 editions of the International Building Code (IBC) or the International Residential Code (IRC), nationally recognized building codes promulgated by the International Code Council (ICC), or equivalent codes, consistent with the provisions of and to the extent required by 40 U.S.C. § 3312.
9. **Compliance with Local Construction Requirements.** The Recipient will comply with current local building codes, standards, and other requirements applicable to the Project.

D. Non-Discrimination Requirements

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. In addition to the non-discrimination requirements set forth in section G.02 “Non-Discrimination Requirements” of the DOC Standard Terms and Conditions, which are incorporated in Part III of these Construction STCs, the Recipient agrees to comply with Pub. L. No. 92-65, 42 U.S.C. § 3123, which proscribes discrimination on the basis of sex in assistance provided under PWEDA.

E. Audits

1. General

- a. Recipients must comply with the audit requirements set out as subpart F to 2 CFR part 200 (“Audit Requirements”). Generally, if the Recipient expends \$750,000 or more in Federal awards during the Recipient’s fiscal year, the Recipient must have a single or program-specific audit conducted for that fiscal year. The cost of preparing the audit may be

included in the Project budget.

- b. For program specific audits, EDA's Public Works and Economic Adjustment Assistance programs generally have specific audit guidelines that will be incorporated into the Award and may be found in the annual Compliance Supplement, which is Appendix XI to 2 CFR part 200 and available on OMB's website. When DOC does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 CFR § 200.507 ("Program-specific audits").

2. Requirement to Submit a Copy of the Audit to EDA

If the Recipient's current audit required under subpart F of 2 CFR part 200 ("Audit Requirements") contains material findings, the Recipient must submit a copy of the audit to the Project Officer, who will review it with the Grants Officer. *See also* Part II, section B.16 "Project Closeout Procedures" of these EDA Construction STCs.

See section D "Audits" of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs, for additional information related to audit requirements.

F. Tribal Employment Rights Ordinances

As set out in 31 U.S.C. § 1352, special provisions are applicable to Indian Tribes, Tribal organizations, and other Indian organizations eligible to receive Federal contracts, grants, loans, or cooperative agreements. In accordance with DOC policy, EDA recognizes Tribal Employment Rights Ordinances ("TEROs"), which may provide for preferences in contracting and employment, in connection with its financial assistance awards. Federal awards granted to American Indian and Alaska Native Tribal governments generally may provide for preference to qualified Indians in all aspects of employment, contracting, and other business activities, as well as the payment of a TERO fee. The payment of the TERO fee, which supports the Tribal employment rights office to administer the preferences, should generally be allowable as an expense that is "necessary and reasonable for the performance of the Federal award," as provided under 2 CFR § 200.403 ("Factors affecting allowability of costs").

G. EDA Contracting Provisions for Construction Projects

The Recipient must use the "*EDA Contracting Provisions for Construction Projects*" as guidance in developing all construction contracts. The "*EDA Contracting Provisions for Construction Projects*" lists applicable EDA and other Federal requirements for construction contracts.

H. Property

1. Standards

With respect to any property acquired or improved in whole or in part with Award funds, the Recipient must comply with the Property Standards set forth at 2 CFR §§ 200.310 ("Insurance coverage") through 200.316 ("Property trust relationship"), and EDA's regulations at 13 CFR part 314. Property acquired or improved in whole or in part by the Recipient under this Award may consist of real property; personal property, including equipment and supplies; and intangible property, such as money, notes, contractual rights, and security interests. Any property reports required under 2 CFR §§ 200.310 through 200.316, such as periodic inventories and requests for disposition instructions, must be submitted to the Grants Officer through the Project Officer on

Form SF-428 and/or SF-429, as applicable. *See also* section A.01.d “Real Property, Tangible Property and Intangible Property Reports and Requests for Dispositions” of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs.

2. Title

- a. Title to equipment, supplies, and intangible property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient. The use, management and disposition of equipment, supplies, and intangible property acquired in whole or in part under this Award must be in accordance with 2 CFR §§ 200.313 (“Equipment”), 200.314 (“Supplies”), and 200.315 (“Intangible property”), as applicable, and EDA regulations at 13 CFR part 314. *See also* section C.03 “Intellectual Property Rights” of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs.
- b. Title to real property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient, subject to the condition that the Recipient uses the real property for the authorized purpose of the Project. *See* 2 CFR § 200.311 (“Real property”) and EDA regulations at 13 CFR part 314.

3. EDA’s Interest in Award Property

- a. *General - evidence of title.* As stated in Part I, section E, of these EDA Construction STCs “Recipient as Trustee”, real property, equipment, and intangible property acquired or improved under this Award must be held in trust by the Recipient as trustee for the public purposes of an Award. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by EDA, during which time EDA retains an undivided, equitable reversionary interest in the property (“Federal Interest”). *See* 13 CFR § 314.2.

Before advertising for construction bids or at such other time as EDA requires, the Recipient must furnish evidence, satisfactory in form and substance to EDA, that title to real property required for the Project (other than property of the United States and as provided in 13 CFR § 314.7(c) (“Title”)) is vested in the Recipient and that such easements, rights-of-way, State or local government occupancy or use permits, long-term leases, or other property interests or access rights required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by EDA. All liens, mortgages, other encumbrances, reservations, reversionary interests, or other restrictions on title or the Recipient’s interest in the property must be disclosed to EDA. *See* 13 CFR § 314.7 (“Title”). With limited exceptions set forth at 13 CFR §§ 314.6(a) and (b) (“Encumbrances”) or as otherwise authorized by EDA, Recipient-owned property acquired or improved in whole or in part with Award funds must not be used to secure a mortgage or deed of trust or in any way otherwise encumbered. *See* 13 CFR § 314.6.

- b. *Recording EDA’s Interest in Real Property.*
 - i. For all Projects involving the acquisition, construction, or improvement of a building, infrastructure, or other real property, as determined by EDA, the Recipient must execute and furnish to EDA, prior to initial Award disbursement or at such other time as EDA requires, a lien, covenant, or other statement, satisfactory to EDA in form and substance, of EDA’s interest in the property acquired or improved in whole or in part with the funds made available under this Award. EDA may permit such statement to be recorded after

initial Award disbursement in the event that grant funds are being used to acquire such property or for authorized costs, such as design and engineering services. The statement must specify the estimated useful life of the Project and must include the disposition, encumbrance, and the Federal Share compensation requirements, as well as any other requirements specified by EDA in its reasonable discretion. *See* 13 CFR §§ 314.1 (“Definitions”) and 314.8(a) (“Recorded statement for real property”). *See also* 2 CFR § 200.316 (“Property trust relationship”).

- ii. This lien, covenant, or other statement of the Federal interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law. EDA may require an opinion of counsel for the Recipient to substantiate that the document was validly executed and properly recorded. *See* 13 CFR § 314.8(b).
 - iii. Facilities in which the EDA assistance is only a small part of a larger project, as determined by EDA, may be exempted from the requirements listed in paragraphs H.3.b.i and ii above. *See* 13 CFR § 314.8(c).
 - iv. In extraordinary circumstances and at EDA’s discretion, EDA may choose to accept another instrument to protect EDA’s interest in the Project property, such as an escrow agreement or letter of credit, provided that EDA determines such instrument is adequate and a recorded statement in accord with section H.3.b.i above is not reasonably available. The terms and provisions of the relevant instrument must be satisfactory to EDA. The costs and fees for escrow services or letters of credit must be paid by the Recipient. *See* 13 CFR § 314.8(d).
- c. *Recording EDA’s Interest in Personal Property.* For all Projects involving the acquisition or improvement of significant items of equipment or other tangible personal property, including but not limited to watercraft, motor vehicles, machinery, equipment, removable fixtures, or structural components of buildings, the Recipient must execute a security interest, covenant, or other statement of EDA’s reversionary interest in the personal property acceptable in form and substance to EDA, which statement must be perfected and placed of record in accordance with applicable law (usually accomplished by filing a Uniform Commercial Code Financing Statement (Form UCC-1), as provided by State law), with continuances re-filed as appropriate. EDA may require an opinion of counsel for the Recipient to substantiate that the Form UCC-1 or other filing was validly executed and properly recorded. *See* 13 CFR § 314.9 (“Recorded statement for Project personal property”).
- d. *EDA’s Interest and the estimated useful life.* The Recipient acknowledges that EDA retains an undivided equitable reversionary interest in property acquired or improved in whole or in part with grant funds made available through this Award throughout the estimated useful life (as determined by EDA) of the Project, except in applicable instances set forth at 13 CFR § 314.7(c) (“Title”). *See* 13 CFR § 314.2(a) (“Federal interest”).
- e. *Unauthorized Use of Award Property.* The Recipient agrees that if any interest in property acquired or improved in whole or in part with Award funds is disposed of, encumbered, or alienated in any manner, or no longer used for the authorized purposes of the Award during the Project’s estimated useful life without EDA’s written approval, EDA will be entitled to recover the Federal Share, as defined at 13 CFR § 314.5 (“Federal share”). Examples of

alienation of Award property include sale or other conveyance of the Recipient's interest, leasing or mortgaging the property, or granting an option for any of the foregoing.

If, during the Project's estimated useful life, the property is no longer needed for the purposes of the Award, as determined by EDA, EDA may permit its use for other acceptable purposes consistent with those authorized by PWEDA and 13 CFR Chapter III. *See* 13 CFR § 314.3(b) ("Authorized use of property") or may direct the Recipient to sell the property and remit the Federal Share of the sales proceeds to EDA. *See* 2 C.F.R. §§ 200.311, 200.313.

- f. *Calculating the Federal Share.* For purposes of any lien or security interest, the amount of the Federal Share is the portion of the current fair market value of any property (after deducting any actual and reasonable selling and repair expenses incurred to put the property into marketable condition) attributable to EDA's participation in the Project. *See* 13 CFR § 314.5 ("Federal share").

4. **Insurance and Bonding**

- a. *Insurance.* The Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided for property owned by the Recipient. Federally owned property need not be otherwise insured unless required by the Terms and Conditions of the Award. *See* 2 CFR § 200.310 ("Insurance coverage").
- b. *Bonding.* If the Award exceeds the simplified acquisition threshold as defined at 2 CFR § 200.1, EDA may accept the Recipient's or subrecipient's bonding policy and requirements if EDA or the pass-through entity determines that the Federal Interest is adequately protected. If not, the following minimum requirements will apply:
 - i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. *See* 2 CFR § 200.326 ("Bonding requirements").

5. **Leasing Restrictions.**

Leasing or renting of facilities or property is prohibited unless specifically authorized by EDA. The Recipient agrees that any leasing or renting of any facilities or property involved in this Project will be subject to the following:

- a. That said lease arrangement is consistent with the authorized general and special purpose of

the Award;

- b. That said lease arrangement is for adequate consideration;
- c. That said lease arrangement is consistent with applicable EDA requirements concerning but not limited to nondiscrimination and environmental compliance; and
- d. That all revenue derived from said leasing arrangement shall be subject to Part II, section A.7 “Program Income” of these EDA Construction STCs.

6. Eminent Domain

The Recipient will use funds solely for the authorized purpose of the Project. Pursuant to Executive Order 13406, “Protecting the Property Rights of the American People,” the Recipient agrees:

- a. Not to exercise any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties; and
- b. Not to accept title to land, easements, or other interests in land acquired by the exercise of any power of eminent domain for use in connection with the Project for such purposes. The Recipient agrees that any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without the prior written consent of EDA is an unauthorized use of the Project. If the Recipient puts the Project to an unauthorized use, the Recipient must compensate EDA for the Federal Share in accordance with 13 CFR §§ 314.4 (“Unauthorized use of property”) and 314.5 (“Federal share”), as the same may be amended from time to time.

7. Disposal of Real Property

- a. During the estimated useful life of the Project, if EDA and the Recipient determine that property acquired or improved in whole or in part with Award funds is no longer needed for the original purposes of this Award, EDA may, in its discretion, approve use of the property in other Federal grant programs or in programs that have purposes consistent with those authorized by PWEDA and 13 CFR chapter III. *See* 13 CFR § 314.3(b) (“Authorized use of property”).
- b. When property is not authorized for other uses as provided in section H.7.a above, EDA will provide disposition instructions to the Recipient, which may include directing the Recipient to sell the property and remit the Federal Share of the sales proceeds to EDA.

8. Reporting on Property.

- a. *Real Property status reports and requests for disposition.* In accordance with 2 CFR § 200.330 “Reporting on real property”, the Recipient must submit reports using Form SF-429 (Real Property Status Report), including appropriate attachments, at least annually on the status of real property in which EDA retains an interest, which generally includes real property acquired or improved under the award, unless such interest extends 15 years or longer. If EDA’s interest is for a period of 15 years or longer, unless otherwise specified in a specific award condition, the Recipient must submit an annual report for the

first three years of the award and thereafter submit a real property status report every five years. If the Recipient wishes to dispose of real property acquired or improved under an EDA award, the Recipient must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with 2 CFR 200.311(c).

- b. *Tangible Personal Property status reports and requests for dispositions.* The Recipient must submit periodic reports as specified in the terms of the Award using Form SF-428 (Tangible Personal Property Report), including appropriate attachments thereto, concerning tangible personal property that is Federally owned or tangible personal property in which EDA retains an interest. In addition, if the Recipient wishes to dispose of tangible personal property acquired or improved under an EDA award, the Recipient must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with 2 CFR 200.313(e).

See also section A.01.d of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs.

I. Environmental Requirements

1. **General.** In addition to the environmental statutes, executive orders, and requirements set forth in section G.04 of the DOC Standard Terms and Conditions “Environmental Requirements,” which are incorporated in Part III of these EDA Construction STCs, the Recipient must comply with the following:
 - a. **Environmental Quality Improvement Act of 1970, as amended (42 U.S.C. §§ 4371-4375).** Federally supported public works facilities and activities that affect the environment must be implemented in compliance with policies established under existing law.
 - b. **The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*).** Use of lead-based paint in residential structures improved with Federal assistance is prohibited.
 - c. **The Farmland Protection Policy Act (7 U.S.C. §§ 4201–4209).** Projects are subject to review under this Act if they may irreversibly directly or indirectly convert farmland, including forest land, pastureland, cropland, or other land, to nonagricultural use.
 - d. **The Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*).** Federally supported facilities and activities must comply with Federal, State, interstate, and local requirements respecting control and abatement of environmental noise to the same extent that any person is subject to such requirements.
 - e. **The Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*).** This Act provides a process for returning certain Native American cultural items to lineal descendants, culturally affiliated Indian tribes, and Native Hawaiian organizations.
2. **Compliance with Other Applicable Environmental Requirements**
 The Recipient agrees to promptly notify the Grants Officer in writing of any environmental requirement or restriction, regulatory or otherwise, with which it must comply. Before Project Closeout and final disbursement of Award funds, the Recipient further agrees to provide evidence

satisfactory to the Grants Officer that any required environmental remediation has been completed: (1) in compliance with all applicable Federal, State and local regulations; and (2) in accordance with any legally enforceable restrictions related to environmental restriction on the property such as environmental easements, deed restrictions, no further action determinations, or voluntary cleanup certifications. Compliance with said laws or restrictions must be included in any contract documents for Project construction. The Recipient must certify compliance before final disbursement of grant funds.

J. American-Made Equipment and Products

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

See also section G.05.a (Buy-American Preferences) of the DOC Standard Terms and Conditions, which are incorporated in Part III of these EDA Construction STCs.

**PART III:
DEPARTMENT OF COMMERCE
STANDARD TERMS & CONDITIONS**

The DOC Standard Terms and Conditions dated November 12, 2020 are incorporated herein by reference herein as Part III of these EDA Construction STCs.

In the event of a conflict between Parts I or II of these EDA Construction STCs and Part III, which incorporates the DOC Standard Terms and Conditions, Parts I and II will control.

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS



DEPARTMENT OF COMMERCE

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS

Table of Contents

PREFACE	5
A. PROGRAMMATIC REQUIREMENTS	6
.01 Reporting Requirements	6
.02 Revisions of Program Plans	8
.03 Other Federal Awards with Similar Programmatic Activities	9
.04 Prohibition against Assignment by a Non-Federal Entity	9
.05 Disclaimer Provisions	9
.06 Unsatisfactory Performance or Non-Compliance with Award Provisions	9
B. FINANCIAL REQUIREMENTS.....	10
.01 Financial Management.....	10
.02 Award Payments	10
.03 Federal and Non-Federal Sharing	12
.04 Budget Changes and Transfer of Funds among Categories.....	12
.05 Program Income.....	13
.06 Indirect or Facilities and Administrative Costs	13
.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance	15
.08 Tax Refunds	16
.09 Internal Controls	16
C. PROPERTY STANDARDS.....	16
.01 Standards.....	16
.02 Real and Personal Property	16
.03 Intellectual Property Rights	17
D. AUDITS	19
.01 Organization-Wide, Program-Specific, and Project Audits.....	19
.02 Audit Resolution Process	20
E. DEBTS	21
.01 Payment of Debts Owed to the Federal Government	21
.02 Late Payment Charges	21
.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees.....	22

.04	Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs.....	22
F.	CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS	22
.01	Conflict of Interest and Code of Conduct	22
.02	Nonprocurement Debarment and Suspension.....	23
.03	Requirements for Subawards	23
.04	Requirements for Procurements.....	23
.05	Whistleblower Protections	24
.06	Small Businesses, Minority Business Enterprises and Women’s Business Enterprises	24
G.	NATIONAL POLICY REQUIREMENTS	25
.01	United States Laws and Regulations.....	25
.02	Non-Discrimination Requirements	25
a.	Statutory Provisions	25
b.	Other Provisions.....	26
c.	Title VII Exemption for Religious Organizations	27
.03	LOBBYING RESTRICTIONS.....	27
a.	Statutory Provisions	27
b.	Disclosure of Lobbying Activities	27
.04	Environmental Requirements.....	27
a.	The National Environmental Policy Act (42 U.S.C. §§ 4321 <i>et seq.</i>)	28
b.	The National Historic Preservation Act (16 U.S.C. §§ 470 <i>et seq.</i>)	28
c.	Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)	29
d.	Clean Air Act (42 U.S.C. §§ 7401 <i>et seq.</i>), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 <i>et seq.</i>) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)	29
e.	The Flood Disaster Protection Act (42 U.S.C. §§ 4002 <i>et seq.</i>)	29
f.	The Endangered Species Act (16 U.S.C. §§ 1531 <i>et seq.</i>).....	29
g.	The Coastal Zone Management Act (16 U.S.C. §§ 1451 <i>et seq.</i>).....	29
h.	The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 <i>et seq.</i>).....	30
i.	The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 <i>et seq.</i>)	30
j.	The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f <i>et seq.</i>)	30
k.	The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 <i>et seq.</i>).....	30

l.	The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 <i>et seq.</i>) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note <i>et seq.</i>)	30
m.	Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)	30
n.	The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 <i>et seq.</i>)	30
o.	Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)	31
p.	Rivers and Harbors Act (33 U.S.C. § 407)	31
q.	The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 <i>et seq.</i>), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)	31
r.	Executive Order 13112 (Invasive Species, February 3, 1999)	31
s.	Fish and Wildlife Coordination Act (16 U.S.C. § 661 <i>et seq.</i>)	31
.05	OTHER NATIONAL POLICY REQUIREMENTS	32
a.	Buy-American Preferences	32
b.	Criminal and Prohibited Activities	32
c.	Drug-Free Workplace	33
d.	Foreign Travel	33
e.	Increasing Seat Belt Use in the United States	34
f.	Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies	34
g.	Minority Serving Institutions Initiative	34
h.	Research Misconduct	35
i.	Research Involving Human Subjects	35
j.	Care and Use of Live Vertebrate Animals	36
k.	Management and Access to Data and Publications	37
l.	Homeland Security Presidential Directive	38
m.	Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations	38
n.	The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175	40
o.	The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)	42
p.	Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)	47
q.	Never Contract with the Enemy (2 C.F.R. Part 183; 2 C.F.R. § 200.215)	49

- r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216) 50
- s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown 51

PREFACE

This document sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity¹ receiving a DOC financial assistance award must, in addition to the assurances made as part of the application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.²

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the *Federal Register*, E.O.s, OMB circulars, DOC ST&Cs, agency standard award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the *Federal Register* or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.*, SF-424s) or through DOC forms (*e.g.* Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

¹ Note that the OMB Uniform Guidance uses the term “non-Federal entity” to generally refer to an entity that carries out a Federal award as a recipient or subrecipient. Because some of the provisions of these DOC ST&Cs apply to recipients rather than subrecipients, or vice versa, for clarity, these DOC ST&Cs use the terms “non-Federal entity,” “recipient,” and “subrecipient” consistent with their meanings in the OMB Uniform Guidance. In addition, the OMB Uniform Guidance uses the term “pass-through entity” to refer to a non-Federal entity that makes a subaward. As defined at 2 C.F.R. § 200.1:

“Non-Federal entity” is “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.”

“Recipient” is “an entity, usually but not limited to non-Federal entities, that receives a Federal award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.”

“Subrecipient” is “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.”

“Pass-through entity” is “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

² See 2 C.F.R. § 200.1 for the definitions of “foreign public entity” and “foreign organization.”

DOC commenced implementation of the Research Terms and Conditions (RT&Cs) for Federal awards effective October 1, 2017; the RT&Cs address and implement the Uniform Guidance issued by OMB. For awards designated on the Form CD-450 (Financial Assistance Award) as Research, both the DOC ST&Cs and the RT&Cs as implemented by DOC apply to the award. The RT&Cs as well as the DOC implementation statement, agency specific requirements, prior approval matrix, subaward requirements, and national policy requirements are posted on the National Science Foundation's website – <https://www.nsf.gov/awards/managing/rtc.jsp>. The DOC ST&Cs and the RT&Cs are generally intended to harmonize with each other; however, where the DOC ST&Cs and the RT&Cs differ in a Research award, the RT&Cs prevail, unless otherwise indicated in a specific award condition.

A. PROGRAMMATIC REQUIREMENTS

.01 Reporting Requirements

a. Recipients must submit all reports as required by DOC, electronically or, if unable to submit electronically, in hard copy, as outlined below and as may be supplemented by the terms and conditions of a specific DOC award.

b. Performance (Technical) Reports. Recipients must submit performance (technical) reports to the Program Officer. Performance (technical) reports should be submitted in the same frequency as the Form SF-425 (Federal Financial Report), unless otherwise directed by the Grants Officer.

1. Performance (technical) reports must contain the information prescribed in 2 C.F.R. § 200.329 (Monitoring and reporting program performance), unless otherwise specified in the award conditions.
2. As appropriate and in accordance with the format provided by the Program Officer (or other OMB-approved information collections, including the Research Program Performance Report [RPPR] as adopted by DOC for use in research awards), recipients are required to relate financial data to the performance accomplishments of this Federal award. When applicable, recipients must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). The recipient's performance will be measured in a way that will help DOC to improve program outcomes, share lessons learned, and spread the adoption of best or promising practices. As described in 2 C.F.R. § 200.211 (Information contained in a Federal award), DOC will identify the timing and scope of expected performance by the recipient as related to the outcomes intended to be achieved by the Federal program.
3. Recipients (or pass-through entities as applicable) must submit a final performance report within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its final performance report to the pass-through entity within 90 calendar days unless an extension has been granted.

c. **Financial Reports.** In accordance with 2 C.F.R. § 200.328 (Financial reporting), the recipient must submit a Form SF-425 (Federal Financial Report) or any successor form on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a specific award condition. Reports must be submitted to DOC as directed by the Grants Officer, in accordance with the award conditions and are due no later than 30 calendar days following the end of each reporting period. Recipients (or pass-through entities as applicable) must submit a final Form SF-425 within 120 calendar days after the expiration of the period of performance. The subrecipient is required to submit its financial report to the pass-through entity within 90 calendar days unless an extension has been granted. A recipient may submit a final financial report in lieu of an interim financial report due at the end of the period of performance (*e.g.*, in lieu of submitting a financial report for the last semi-annual or other reporting under an award, a recipient may submit a final (cumulative) financial report covering the entire award period).

d. **Real Property, Tangible Personal Property and Intangible Property Reports and Requests for Dispositions.** Unless otherwise required by the terms and conditions of a DOC financial assistance award, where real property, tangible personal property or intangible property is acquired or improved (in the case of real property or tangible personal property), or produced or acquired (in the case of intangible property), pursuant to a DOC award, non-Federal entities are required to submit the following real property, tangible personal property and intangible property reports (as appropriate):

1. **Real Property Status Reports and Requests for Dispositions:** Non-Federal entities must submit reports using Form SF-429 (Real Property Status Report) or any successor form, including appropriate attachments thereto, at least annually disclosing the status of real property that is Federally-owned property or real property in which the Federal Government retains a Federal Interest, unless the Federal Interest in the real property extends 15 years or longer. In cases where the Federal Interest attached is for a period of 15 years or more, the DOC or pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or, the DOC or pass-through entity may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years). In addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-429, with appropriate attachments, relating to a non-Federal entity's request to acquire, improve or contribute real property under a DOC financial assistance award.

Non-Federal entities wishing to dispose of real property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.311(c). *See also* the real property standards set forth in Section C. of these Standard Terms (Property Standards).

2. **Tangible Personal Property Status Reports and Requests for Dispositions:** DOC or a pass-through entity may also require a non-Federal entity to submit periodic reports using Form SF-428 (Tangible Personal Property Report) or any successor form, including appropriate attachments thereto, concerning tangible personal property that is Federally-owned or tangible personal property in which the Federal Government retains an interest. In

addition, DOC or a pass-through entity may require a non-Federal entity to submit Form SF-428 in connection with a non-Federal entity's request to dispose of tangible personal property acquired under a DOC financial assistance award. Non-Federal entities wishing to dispose of tangible personal property acquired or improved, in whole or in part, pursuant to a DOC award must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Officer in accordance with the requirements set forth in 2 C.F.R. § 200.313(e). *See also* the tangible property standards set forth in Section C. of these Standard Terms (Property Standards).

3. Intangible Property Status Reports and Requests for Dispositions: The specific requirements governing the development, reporting, and disposition of rights to intangible property, including inventions and patents resulting from DOC awards, are set forth in 37 C.F.R. Part 401, which is hereby incorporated by reference into this award. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing to the Grants Officer compelling reasons for allowing the submission of paper reports. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in 2 C.F.R. § 200.313(e). *See also* the intangible property standards set forth in Section C. of these Standard Terms (Property Standards).

e. Subawards and Executive Compensation Reports. For reporting requirements on subawards and Executive Compensation, see paragraph G.05.o of these Standard Terms (The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)).

f. Recipient Integrity and Performance Matters. For reporting requirements pertaining to integrity and performance matters, see paragraph G.05.p of these Standard Terms (Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)).

g. Research Performance Progress Reports. All research awards shall submit the Research Performance Progress Report (RPPR) in accordance with instructions set forth in the following link: [RPPR Instructions](#).

.02 Revisions of Program Plans

In accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)), the recipient must obtain prior written approval from the DOC Grants Officer for certain proposed programmatic change requests, unless otherwise provided by the terms and conditions of a DOC award. Requests for prior approval for changes to program plans must be submitted to the Federal Program Officer (or electronically for awards administered through Grants Online). Requests requiring prior DOC approval are not effective unless and until approved in writing by the DOC Grants Officer.

.03 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the DOC Program Officer and the DOC Grants Officer if, subsequent to receipt of the DOC award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

.04 Prohibition against Assignment by a Non-Federal Entity

A non-Federal entity must not transfer, pledge, mortgage, assign, encumber or hypothecate a DOC financial assistance award or subaward, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the DOC Grants Officer or the pass-through entity (which, in turn, may need to obtain prior approval from the DOC Grants Officer).

.05 Disclaimer Provisions

a. The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

b. The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

.06 Unsatisfactory Performance or Non-Compliance with Award Provisions

a. Failure to perform the work in accordance with the terms of the award and maintain satisfactory performance as determined by DOC may result in the imposition of additional award conditions pursuant to 2 C.F.R. § 200.208 (Specific conditions) or other appropriate enforcement action as specified in 2 C.F.R. § 200.339 (Remedies for noncompliance).

b. Failure to comply with the provisions of an award will be considered grounds for appropriate enforcement action pursuant to 2 C.F.R. § 200.339 (Remedies for noncompliance), including but not limited to: the imposition of additional award conditions in accordance with 2 C.F.R. § 200.208 (Specific conditions); temporarily withholding award payments pending the correction of the deficiency; changing the payment method to reimbursement only; the disallowance of award costs and the establishment of an accounts receivable; wholly or partially suspending or terminating an award; initiating suspension or debarment proceedings in accordance with 2 C.F.R. Parts 180 and 1326; and such other remedies as may be legally available.

c. 2 C.F.R. §§ 200.340 (Termination) through 200.343 (Effects of suspension and termination) apply to an award that is terminated prior to the end of the period of performance

due to the non-federal entity's material failure to comply with the award terms and conditions. In addition, the failure to comply with the provisions of a DOC award may adversely impact the availability of funding under other active DOC or Federal awards and may also have a negative impact on a non-Federal entity's eligibility for future DOC or Federal awards.

B. FINANCIAL REQUIREMENTS

.01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. *See also* 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). *See also* 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

.02 Award Payments

a. Consistent with 2 C.F.R. § 200.305(a) (Federal payment), for States, payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 C.F.R. Part 205 (Rules and Procedures for Efficient Federal-State Funds Transfers) and Treasury Financial Manual Volume I, 4A-2000 (Overall Disbursing Rules for All Federal Agencies).

b. Consistent with 2 C.F.R. § 200.305(b), for non-Federal entities other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

1. The Grants Officer determines the appropriate method of payment and, unless otherwise stated in a specific award condition, the advance method of payment must be authorized. Advances must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. Unless otherwise provided by the terms and conditions of a DOC award, non-Federal entities must time advance payment requests so that Federal funds are on hand for a maximum of 30 calendar days before being disbursed by the

non-Federal entity for allowable award costs.

2. If a non-Federal entity demonstrates an unwillingness or inability to establish procedures that will minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity or if a non-Federal entity otherwise fails to continue to qualify for the advance method of payment, the Grants Officer or the pass-through entity may change the method of payment to reimbursement only.

c. Unless otherwise provided for in the award terms, payments from DOC to recipients under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system. Under the ASAP system, payments are made through preauthorized electronic funds transfers directly to the recipient's bank account, in accordance with the requirements of the Debt Collection Improvement Act of 1996. To receive payments under ASAP, recipients are required to enroll with the Department of Treasury, Financial Management Service, Regional Financial Centers, which allows them to use the on-line and Voice Response System (VRS) method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP:

1. ASAP account number – the Federal award identification number found on the cover sheet of the award;
2. Agency Location Code (ALC); and
3. Region Code.

d. Recipients enrolled in the ASAP system do not need to submit a Form SF-270 (Request for Advance or Reimbursement) for payments relating to their award. Awards paid under the ASAP system will contain a specific award condition, clause, or provision describing enrollment requirements and any controls or withdrawal limits set in the ASAP system.

e. When the Form SF-270 or successor form is used to request payment, the recipient must submit the request no more than monthly, and advances must be approved for periods to cover only expenses reasonably anticipated over the next 30 calendar days. Prior to receiving payments via the Form SF-270, the recipient must complete and submit to the Grants Officer the Form SF-3881 (ACH Vendor Miscellaneous Payment Enrollment Form) or successor form along with the initial Form SF-270. Form SF-3881 enrollment must be completed before the first award payment can be made via a Form SF-270 request.

f. The Federal award identification number must be included on all payment-related correspondence, information, and forms.

g. Non-Federal entities receiving advance award payments must adhere to the depository requirements set forth in 2 C.F.R. §§ 200.305(b)(7) through (b)(11). Interest amounts up to \$500 per non-Federal entity's fiscal year may be retained by the non-Federal entity for administrative expenses.

.03 Federal and Non-Federal Sharing

a. Awards that include Federal and non-Federal sharing incorporate a budget consisting of shared allowable costs. If actual allowable costs are less than the total approved budget, the Federal and non-Federal cost shares must be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. If actual allowable costs exceed the total approved budget, the Federal share must not exceed the total Federal dollar amount authorized by the award.

b. The non-Federal share, whether in cash or third-party in-kind contributions, is to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or third-party in-kind contributions. In any case, the recipient must meet its cost share commitment as set forth in the terms and conditions of the award; failure to do so may result in the assignment of specific award conditions or other further action as specified in Standard Term A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). The non-Federal entity must create and maintain sufficient records justifying all non-Federal sharing requirements to facilitate questions and audits; see Section D of these Standard Terms (Audits), for audit requirements. *See* 2 C.F.R. § 200.306 for additional requirements regarding cost sharing.

.04 Budget Changes and Transfer of Funds among Categories

a. Recipients are required to report deviations from the approved award budget and request prior written approval from DOC in accordance with 2 C.F.R. § 200.308 (Revision of budget and program plans) and 2 C.F.R. § 200.407 (Prior written approval (prior approval)). Requests for such budget changes must be submitted to the Grants Officer (or electronically for awards serviced through Grants Online) who will notify the recipient of the final determination in writing. Requests requiring prior DOC approval do not become effective unless and until approved in writing by the DOC Grants Officer.

b. In accordance with 2 C.F.R. § 200.308(f), transfers of funds by the recipient among direct cost categories are permitted for awards in which the Federal share of the project is equal to or less than the simplified acquisition threshold. For awards in which the Federal share of the project exceeds the simplified acquisition threshold, transfers of funds among direct cost categories must be approved in writing by the Grants Officer when the cumulative amount of such direct costs transfers exceeds 10 percent of the total budget as last approved by the Grants Officer. The 10 percent threshold applies to the total Federal and non-Federal funds authorized by the Grants Officer at the time of the transfer request. This is the accumulated amount of Federal funding obligated to date by the Grants Officer along with any non-Federal share. The same requirements apply to the cumulative amount of transfer of funds among programs, functions, and activities. This transfer authority does not authorize the recipient to create new budget categories within an approved budget without Grants Officer approval. Any transfer that causes any Federal appropriation, or part thereof, to be used for an unauthorized purpose is not and will not be permitted. In addition, this provision does not prohibit the recipient from requesting Grants Officer approval for revisions to the budget. *See* 2 C.F.R. § 200.308 (Revision

of budget and program plans) (as applicable) for specific requirements concerning budget revisions and transfer of funds between budget categories.

.05 Program Income

Unless otherwise indicated in the award terms, program income may be used for any required cost sharing or added to the project budget, consistent with 2 C.F.R. § 200.307 (Program income).

.06 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. With respect to for-profit organizations, the term cognizant Federal agency generally is defined as the agency that provides the largest dollar amount of negotiated contracts, including options. *See* 48 C.F.R. § 42.003. If the only Federal funds received by a commercial organization are DOC award funds, then DOC becomes the cognizant Federal agency for indirect cost negotiations.

1. General Review Procedures Where DOC is the Cognizant Agency.

i. Within 90 calendar days of the award start date, the recipient must submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow DOC to perform the indirect cost rate proposal review. Below are two sources available for guidance on how to put an indirect cost plan together:

- (A) Department of Labor: <https://www.dol.gov/oasam/boc/dcd/np-comm-guide.htm>
or
- (B) Department of the Interior: <https://www.doi.gov/ibc/services/finance/indirect-Cost-Services/>.

ii. The recipient may use the rate proposed in the indirect cost plan as a provisional rate until the DOC provides a response to the submitted plan.

- iii. The recipient is required to annually submit indirect cost proposals no later than six months after the recipient's fiscal year end, except as otherwise provided by 2 C.F.R. § 200.414(g).
- 2. When DOC is not the oversight or cognizant Federal agency, the recipient must provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement within 30 calendar days of receipt of a negotiated rate agreement or submission of a negotiated rate proposal.
- 3. If the recipient is proposing indirect costs as part of a project budget, but is not required to have a negotiated rate agreement pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b (*i.e.*, a governmental department or agency that receives \$35 million or less in direct Federal funding), the recipient may be required to provide the Grants Officer with a copy of its Certificate of Indirect Costs as referenced in 2 C.F.R. Part 200, Appendix VII, Paragraph D.3. or such other documentation, acceptable in form and substance to the Grants Officer, sufficient to confirm that proposed indirect costs are calculated and supported by documentation in accordance with 2 C.F.R. Part 200, Appendix VII. In cases where the DOC is the recipient's cognizant Federal agency, the DOC reserves the right, pursuant to 2 C.F.R. Part 200, Appendix VII, Paragraph D.1.b, to require the recipient to submit its indirect cost rate proposal for review by DOC.
- d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.
- e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:
 - 1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
 - 2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R. 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.
- f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf.

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

.07 Incurring Costs or Obligating Federal Funds Before and After the Period of Performance

a. In accordance with 2 C.F.R. § 200.309 (Modifications to Period of Performance) and the terms and conditions of a DOC award, a non-Federal entity may charge to the Federal award only allowable costs incurred during the period of performance, which is established in the award document. As defined at 2 C.F.R. § 200.1, the "period of performance" means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the Period of Performance in the Federal award per § 200.211(b)(5) does not commit the awarding agency to fund the award beyond the currently approved budget period." The period of performance may sometimes be referred to as the project period or award period. This Standard Term is subject to exceptions for allowable costs pertaining to: (i) pre-award costs (*see* 2 C.F.R. § 200.458); (ii) publication and printing costs (*see* 2 C.F.R. § 200.461); and administrative costs incurred relating to the close-out of an award (*see* 2 C.F.R. § 200.344).

b. Reasonable, necessary, allowable and allocable administrative award closeout costs are authorized for a period of up to 120 calendar days following the end of the period of performance. For this purpose, award closeout costs are those strictly associated with close-out activities and are typically limited to the preparation of final progress, financial, and required project audit reports, unless otherwise approved in writing by the Grants Officer. A non-Federal entity may request an extension of the 120-day closeout period, as provided in 2 C.F.R. § 200.344 (Closeout).

c. Unless authorized by a specific award condition, any extension of the period of performance may only be authorized by the Grants Officer in writing. This is not a delegable authority. Verbal or written assurances of funding from anyone other than the Grants Officer does not constitute authority to obligate funds for programmatic activities beyond the end of the period of performance.

d. The DOC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of DOC.

.08 Tax Refunds

The non-Federal entity shall contact the Grants Officer immediately upon receipt of the refund of any taxes, including but not limited to Federal Insurance Contributions Act (FICA) taxes, Federal Unemployment Tax Act (FUTA) taxes, or Value Added Taxes (VAT) that were allowed as charges to a DOC award, regardless of whether such refunds are received by the non-Federal entity during or after the period of performance. The Grants Officer will provide written disposition instructions to the non-Federal entity, which may include the refunded taxes being credited to the award as either a cost reduction or a cash refund, or may allow the non-Federal entity to use such refunds for approved activities and costs under a DOC award. *See* 2 C.F.R. § 200.470 (Taxes (including Value Added Tax)).

.09 Internal Controls

Each recipient must comply with standards for internal controls described at 2 C.F.R. § 200.303 (Internal controls). The “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States referenced in § 200.303 are available online at <http://www.gao.gov/assets/80/76455.pdf> and the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) is available online at [Internal Control Guidance](#).

C. PROPERTY STANDARDS

.01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

.02 Real and Personal Property

a. In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and other personal property acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by the Grants Officer in consultation with the Program Office, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the non-Federal entity must comply with all use and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship), as applicable, and in the terms and conditions of the Federal award.

b. The Grants Officer may require a non-Federal entity to execute and to record (as applicable) a statement of interest, financing statement (form UCC-1), lien, mortgage or other public notice of record to indicate that real or personal property acquired or improved in whole or in part with Federal funds is subject to the Federal Interest, and that certain use and disposition

requirements apply to the property. The statement of interest, financing statement (Form UCC 1), lien, mortgage or other public notice must be acceptable in form and substance to the DOC and must be placed on record in accordance with applicable State and local law, with continuances re-filed as appropriate. In such cases, the Grants Officer may further require the non-Federal entity to provide the DOC with a written statement from a licensed attorney in the jurisdiction where the property is located, certifying that the Federal Interest has been protected, as required under the award and in accordance with applicable State and local law. The attorney's statement, along with a copy of the instrument reflecting the recordation of the Federal Interest, must be returned to the Grants Officer. Without releasing or excusing the non-Federal entity from these obligations, the non-Federal entity, by execution of the financial assistance award or by expending Federal financial assistance funds (in the case of a subrecipient), authorizes the Grants Officer and/or program office to file such notices and continuations as it determines to be necessary or convenient to disclose and protect the Federal Interest in the property. The Grants Officer may elect not to release any or a portion of the Federal award funds until the non-Federal entity has complied with this provision and any other applicable award terms or conditions, unless other arrangements satisfactory to the Grants Officer are made.

.03 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. Inventions. Unless otherwise provided by law, the rights to any invention made by a non-Federal entity under a DOC financial assistance award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified in 35 U.S.C. § 200 *et seq.*, and modified by E.O. 12591 (52 FR 13414), as amended by E.O. 12618 (52 FR 48661). 35 U.S.C. § 201(h) defines "small business firm" as "a small business concern as defined at section 2 of Public Law 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration." Section 1(b)(4) of E.O. 12591 extended the Bayh-Dole Act to non-Federal entities "regardless of size" to the extent permitted by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail in 37 C.F.R. Part 401, which implements 35 U.S.C. 202 through 204 and includes standard patent rights clauses in 37 C.F.R. § 401.14, which is hereby incorporated by reference into this award.

The Bayh-Dole regulations set forth in 37 C.F.R. parts 401 and 404 were amended by 83 FR 15954, with an effective date of May 14, 2018 (Amended Bayh-Dole Regulations). The Amended Bayh-Dole Regulations apply to all new financial assistance awards issued on or after May 14, 2018. The Amended Bayh-Dole Regulations do not apply to financial assistance awards issued prior to May 14, 2018, including amendments made to such awards, unless an award amendment includes a specific condition incorporating the Amended Bayh-Dole Regulations into the terms and conditions of the subject award.

1. Ownership. A non-Federal entity may have rights to inventions in accordance with 37 C.F.R. Part 401. These requirements are technical in nature and non-Federal entities are encouraged to consult with their Intellectual Property counsel to ensure the proper interpretation of and adherence to the ownership rules. Unresolved questions pertaining to a non-Federal entities' ownership rights may further be addressed to the Grants Officer.

2. Responsibilities - iEdison. The non-Federal entity must comply with all the requirements of the standard patent rights clause and 37 C.F.R. Part 401, including the standard patent rights clause in 37 C.F.R. § 401.14. Non-Federal entities are required to submit their disclosures, elections, and requests for waiver from any requirement for substantial U.S. manufacture, electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. Non-Federal entities may obtain a waiver of this electronic submission requirement by providing the Grants Officer with compelling reasons for allowing the submission of paper reports.

c. Patent Notification Procedures. Pursuant to E.O. 12889 (58 FR 69681), the DOC is required to notify the owner of any valid patent covering technology whenever the DOC or a non-Federal entity, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the non-Federal entity uses or has used patented technology under this award without a license or permission from the owner, the non-Federal entity must notify the Grants Officer.

This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the award.

d. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

e. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

D. AUDITS

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3, §§ 1 *et seq.*, an audit of the award may be conducted at any time. The Inspector General of the DOC, or any of his or her duly authorized representatives, must have the right to access any pertinent books, documents, papers, and records of the non-Federal entity, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the non-Federal entity's personnel for interview and discussion related to such documents. *See* 2 C.F.R. § 200.337 (Access to records). When the DOC Office of Inspector General (OIG) requires a program audit on a DOC award, the OIG will usually make the arrangements to audit the award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

.01 Organization-Wide, Program-Specific, and Project Audits

a. A recipient must, within 90 days of the end of its fiscal year, notify the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, that the recipient expended during its fiscal year.

b. Recipients that are subject to the provisions of Subpart F of 2 C.F.R. Part 200 and that expend \$750,000 or more in a year in Federal awards during their fiscal year must have an audit conducted for that year in accordance with the requirements contained in Subpart F of 2 C.F.R. Part 200. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted electronically to the Federal Audit Clearinghouse (FAC) through the FAC's Internet Data Entry System (IDES) (<https://harvester.census.gov/facides/>). In accordance with 2 C.F.R. § 200.425 (Audit services), the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer.

c. Unless otherwise specified in the terms and conditions of the award, entities that are not subject to Subpart F of 2 C.F.R. Part 200 (e.g., for-profit entities, foreign public entities and foreign organizations) and that expend \$750,000 or more in DOC funds during their fiscal year (including both as a recipient and a subrecipient) must submit to the Grants Officer either: (i) a financial related audit of each DOC award or subaward in accordance with Generally Accepted Government Auditing Standards (GAGAS); or (ii) a project specific audit for each award or subaward in accordance with the requirements contained in 2 C.F.R. § 200.507. Within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a different period is specified in a program-specific audit guide, a copy of the audit must be submitted to the Grants Officer. In accordance with 2 C.F.R. § 200.425, the recipient may include a line item in the budget for the allowable costs associated with the audit, which is subject to the approval of the Grants Officer. Entities that are not subject to Subpart F of 2 C.F.R. Part 200 and that expend less than \$750,000 in DOC funds in a given fiscal year are

not required to submit an audit(s) for that year, but must make their award-related records available to DOC or other designated officials for review and audit.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. Failure to provide audit reports within the timeframes specified above may result in appropriate enforcement action, up to and including termination of the award, and may jeopardize eligibility for receiving future DOC awards.

e. In accordance with 2 C.F.R. § 200.332(d)(3), pass-through entities are responsible for issuing a management decision for applicable audit findings pertaining only to the Federal award provided by the pass-through entity to a subrecipient.

.02 Audit Resolution Process

a. An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC. For this reason, the recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. A recipient whose award is audited has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt:

1. The recipient has 30 calendar days from the date of the transmittal of the draft audit report to submit written comments and documentary evidence.
2. The recipient has 30 calendar days from the date of the transmittal of the final audit report to submit written comments and documentary evidence.
3. The DOC will review the documentary evidence submitted by the recipient and will notify the recipient of the results in an *Audit Resolution Determination Letter*. The recipient has 30 calendar days from the date of receipt of the *Audit Resolution Determination Letter* to submit a written appeal, unless this deadline is extended in writing by the DOC. The appeal is the last opportunity for the recipient to submit written comments and documentary evidence to the DOC to dispute the validity of the audit resolution determination.
4. An appeal of the Audit Resolution Determination does not prevent the establishment of the audit-related debt nor does it prevent the accrual of applicable interest, penalties and administrative fees on the debt in accordance with 15 C.F.R. Part 19. If the Audit Resolution Determination is overruled or modified on appeal, appropriate corrective action will be taken retroactively.
5. The DOC will review the recipient's appeal and notify the recipient of the results in an *Appeal Determination Letter*. After the opportunity to appeal has expired or after the appeal determination has been rendered, DOC will not accept any further documentary evidence from the recipient. No other administrative appeals are available in DOC.

E. DEBTS

.01 Payment of Debts Owed to the Federal Government

a. The non-Federal entity must promptly pay any debts determined to be owed to the Federal Government. Any funds paid to a non-Federal entity in excess of the amount to which the non-Federal entity is finally determined to be entitled under the terms of the Federal award constitute a debt to the Federal government. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

1. Making an administrative offset against other requests for reimbursement;
2. Withholding advance payments otherwise due to the non-Federal entity; or
3. Taking any other action permitted by Federal statute.

The foregoing does not waive any claim on a debt that DOC may have against another entity, and all rights and remedies to pursue other parties are preserved.

b. DOC debt collection procedures are set out in 15 C.F.R. Part 19. In accordance with 2 C.F.R. § 200.346 (Collection of amounts due) and 31 U.S.C. § 3717, failure to pay a debt owed to the Federal Government must result in the assessment of interest, penalties and administrative costs in accordance with the provisions of 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Commerce entities will transfer any Commerce debt that is delinquent for more than 120 calendar days to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as cross-servicing, pursuant to 31 U.S.C. § 3711(g), 31 C.F.R. § 285.12, and 15 C.F.R. § 19.9. DOC may also take further action as specified in DOC ST&C A.06 (Unsatisfactory Performance or Non-Compliance with Award Provisions). Funds for payment of a debt must not come from other Federally-sponsored programs, and the DOC may conduct on-site visits, audits, and other reviews to verify that other Federal funds have not been used to pay a debt.

.02 Late Payment Charges

a. Interest will be assessed on the delinquent debt in accordance with section 11 of the Debt Collection Act of 1982, as amended (31 U.S.C. § 3717(a)). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm and also published by the Department of the Treasury in the *Federal Register* (<http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR>) and in the *Treasury Financial Manual Bulletin*. The assessed rate must remain fixed for the duration of the indebtedness.

b. Penalties will accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges, i.e., the costs of processing and handling a delinquent debt, will be determined by the Commerce entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

.03 Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees

Pursuant to 31 U.S.C. § 3720B and 31 C.F.R. § 901.6, unless waived by DOC, the DOC is not permitted to extend financial assistance in the form of a loan, loan guarantee, or loan insurance to any person delinquent on a nontax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

.04 Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs

Pursuant to 28 U.S.C. § 3201(e), unless waived by the DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States is not eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

F. CONFLICT OF INTEREST, CODE OF CONDUCT AND OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

.01 Conflict of Interest and Code of Conduct

a. DOC Conflict of Interest Policy. In accordance with 2 C.F.R. § 200.112 (Conflict of interest), the non-Federal entity must disclose in writing any potential conflict of interest to the DOC or pass-through entity. In addition, a non-Federal entity will establish and maintain written standards of conduct that include safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain in the administration of an award. It is the DOC's policy to maintain the highest standards of conduct and to prevent real or apparent conflicts of interest in connection with DOC financial assistance awards.

b. A conflict of interest generally exists when an interested party participates in a matter that has a direct and predictable effect on the interested party's personal or financial interests. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. A conflict also may exist where there is an appearance that an interested party's objectivity in performing his or her responsibilities under the project is impaired. For example, an appearance of impairment of objectivity may result from an organizational conflict where, because of other activities or relationships with other persons or entities, an interested party is unable to render

impartial assistance, services or advice to the recipient, a participant in the project or to the Federal Government. Additionally, a conflict of interest may result from non-financial gain to an interested party, such as benefit to reputation or prestige in a professional field. For purposes of the DOC Conflict of Interest Policy, an interested party includes, but is not necessarily limited to, any officer, employee or member of the board of directors or other governing board of a non-Federal entity, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the recipient, such as agents, advisors, consultants, attorneys, accountants or shareholders. This also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

c. Procurement-related conflict of interest. In accordance with 2 C.F.R. § 200.318 (General procurement standards), non-Federal entities must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. *See* paragraph F.04 of these Standard Terms (Requirements for Procurements).

.02 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

.03 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. *See* 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC ***waived*** prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

.04 Requirements for Procurements

a. States. Pursuant to 2 C.F.R. § 200.317 (Procurements by states), when procuring property and services under this Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State must comply with 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), 200.322 (Domestic preferences for procurements), and

200.323 (Procurement of recovered materials), and ensure that every purchase order or other contract includes any clauses required by 2 C.F.R. § 200.327 (Contract provisions).

b. **Other Non-Federal Entities.** All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

.05 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

.06 Small Businesses, Minority Business Enterprises and Women's Business Enterprises

In accordance with 2 C.F.R. § 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms), the recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages non-Federal entities to use small

businesses, minority business enterprises and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency within the DOC will assist non-Federal entities in matching qualified minority business enterprises with contract opportunities. For further information visit MBDA's website at <http://www.mbda.gov>. If you do not have access to the Internet, you may contact MBDA via telephone or mail:

U.S. Department of Commerce
 Minority Business Development Agency
 Herbert C. Hoover Building
 14th Street and Constitution Avenue, N.W.
 Washington, D.C. 20230
 (202) 482-0101

G. NATIONAL POLICY REQUIREMENTS

.01 United States Laws and Regulations

This award is subject to the laws and regulations of the United States. The recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

.02 Non-Discrimination Requirements

No person in the United States may, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. The recipient agrees to comply with the non-discrimination requirements below:

a. Statutory Provisions

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance;
2. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 *et seq.*) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities;
3. The Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 *et seq.*) prohibiting discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the

basis of handicap under any program or activity receiving or benefiting from Federal assistance.

For purposes of complying with the accessibility standards set forth in 15 C.F.R. § 8b.18(c), non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) (28 C.F.R. part 35; 75 FR 56164, as amended by 76 FR 13285) and Title III of the ADA (28 C.F.R. part 36; 75 FR 56164, as amended by 76 FR 13286). The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design” (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects;

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance; and

6. Any other applicable non-discrimination law(s).

b. Other Provisions

1. Parts II and III of E.O. 11246 (Equal Employment Opportunity, 30 FR 12319),³ which requires Federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of E.O. 11246 and Department of Labor regulations implementing E.O. 11246 (41 C.F.R. § 60-1.4(b)).

2. E.O. 13166 (65 FR 50121, Improving Access to Services for Persons with Limited English Proficiency), requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 (68 FR 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that non-Federal entities provide meaningful access to their LEP applicants and beneficiaries.

3. In accordance with E.O. 13798 and Office of Management and Budget, M-20-09 – Guidance Regarding Federal Grants, states or other public grantees may not condition sub-awards of Federal grant money in a manner that would disadvantage grant applicants based on their religious character.

³ As amended by E.O. 11375(32 FR 14303), E.O. 11478 (34 FR 12985), E.O. 12086 (43 FR 46501), E.O. 12107 (44 FR 1055), E.O. 13279 (F67 FR 77141), E.O. 13665 (79 FR 20749), and E.O. 13672 (79 FR 42971).

c. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*, provides that it is an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination based on religion, "a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities."

.03 LOBBYING RESTRICTIONS

a. Statutory Provisions

Non-Federal entities must comply with 2 C.F.R. § 200.450 (Lobbying), which incorporates the provisions of 31 U.S.C. § 1352; and OMB guidance and notices on lobbying restrictions. In addition, non-Federal entities must comply with the DOC regulations published at 15 C.F.R. Part 28, which implement the New Restrictions on Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal Government in connection with the award and require the disclosure of the use of non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 C.F.R. § 200.450(b) and (c).

b. Disclosure of Lobbying Activities

Any recipient that receives more than \$100,000 in Federal funding and conducts lobbying with non-federal funds relating to a covered Federal action must submit a completed Form SF-LLL (Disclosure of Lobbying Activities). The Form SF-LLL must be submitted within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The recipient must submit any required SF-LLL forms, including those received from subrecipients, contractors, and subcontractors, to the Grants Officer.

.04 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under

the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

a. The National Environmental Policy Act (42 U.S.C. §§ 4321 *et seq.*)

The National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) implementing regulations (40 C.F.R. Parts 1500 through 1508) require that an environmental analysis be completed for all major Federal actions to determine whether they have significant impacts on the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the award activities remain subject to Federal authority and control. Non-Federal entities are required to identify to the awarding agency any direct, indirect or cumulative impact an award will have on the quality of the human environment and assist the agency in complying with NEPA. Non-Federal entities may also be requested to assist DOC in drafting an environmental assessment or environmental impact statement if DOC determines such documentation is required, but DOC remains responsible for the sufficiency and approval of the final documentation. Until the appropriate NEPA documentation is complete and in the event that any additional information is required during the period of performance to assess project environmental impacts, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit the appropriate environmental information and NEPA documentation sufficient to enable DOC to make an assessment on any impacts that a project may have on the environment.

b. The National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*)

Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f) and the Advisory Council on Historic Preservation (ACHP) implementing regulations (36 C.F.R. Part 800) require that Federal agencies take into account the effects of their undertakings on historic properties and, when appropriate, provide the ACHP with a reasonable opportunity to comment. Historic properties include but are not necessarily limited to districts, buildings, structures, sites and objects. In this connection, archeological resources and sites that may be of traditional religious and cultural importance to Federally-recognized Indian Tribes, Alaskan Native Villages and Native Hawaiian Organizations may be considered historic properties. Non-Federal entities are required to identify to the awarding agency any effects the award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Non-Federal entities may also be requested to assist DOC in consulting with State or Tribal Historic Preservation Officers, ACHPs or other applicable interested parties necessary to identify, assess, and resolve adverse effects to historic properties. Until such time as the appropriate NHPA consultations and documentation are complete and in the event that any additional information is required during the period of performance in order to assess project impacts on historic properties, funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to

submit any information sufficient to enable DOC to make the requisite assessment under the NHPA.

Additionally, non-Federal entities are required to assist the DOC in assuring compliance with the Archeological and Historic Preservation Act of 1974 (54 U.S.C. § 312502 *et seq.*, formerly 16 U.S.C. § 469a-1 *et seq.*); Executive Order 11593 (Protection and Enhancement of the Cultural Environment, May 13, 1971); Executive Order 13006 (Locating Federal Facilities on Historic Properties in Our Nation's Central Cities, May 21, 1996); and Executive Order 13007 (Indian Sacred Sites, May 24, 1996).

c. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)

Non-Federal entities must identify proposed actions in Federally defined floodplains and wetlands to enable DOC to decide whether there is an alternative to minimize any potential harm.

d. Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans")

Non-Federal entities must comply with the provisions of the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), and E.O. 11738 (38 FR 25161), and must not use a facility on the Excluded Parties List (EPL) (located on the System for Award Management (SAM) website, SAM.gov) in performing any award that is nonexempt under 2 C.F.R. § 1532, and must notify the Program Officer in writing if it intends to use a facility that is on the EPL or knows that the facility has been recommended to be placed on the EPL.

e. The Flood Disaster Protection Act (42 U.S.C. §§ 4002 *et seq.*)

Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas. Per 2 C.F.R. § 200.447(a), the cost of required flood insurance is an allowable expense, if it is reflected in the approved project budget.

f. The Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*)

Non-Federal entities must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions under Federal assistance awards and conduct the reviews required under the Endangered Species Act, as applicable.

g. The Coastal Zone Management Act (16 U.S.C. §§ 1451 *et seq.*)

Funded projects must be consistent with a coastal State's approved management program for the coastal zone.

h. The Coastal Barriers Resources Act (16 U.S.C. §§ 3501 *et seq.*)

Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

i. The Wild and Scenic Rivers Act (16 U.S.C. §§ 1271 *et seq.*)

This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

j. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f *et seq.*)

This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer which threatens public health.

k. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*)

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and provides that non-Federal entities give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

l. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, commonly known as Superfund) (42 U.S.C. §§ 9601 *et seq.*) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note *et seq.*)

These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

m. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations”)

Federal agencies are required to identify and address the disproportionately high and adverse human health or environmental effects of Federal programs, policies, and activities on low income and minority populations.

n. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 *et seq.*)

Non-Federal entities must identify to DOC any effects the award may have on essential fish habitat (EFH). Federal agencies which fund, permit, or carry out activities that may adversely impact EFH are required to consult with the National Marine Fisheries Service (NMFS) regarding the potential effects of their actions and respond in writing to NMFS recommendations. These recommendations may include measures to avoid, minimize, mitigate, or otherwise offset adverse effects on EFH. In addition, NMFS is required to comment on any state agency activities that would impact EFH. Provided the specifications outlined in the regulations are met, EFH consultations will be incorporated into interagency

procedures previously established under NEPA, the ESA, Clean Water Act, Fish and Wildlife Coordination Act, or other applicable statutes.

o. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)

CWA Section 404 regulates the discharge of dredged or fill material into waters of the United States, including wetlands. Activities in waters of the United States regulated under this program include fill for development, water resource projects (such as levees and some coastal restoration activities), and infrastructure development (such as highways and airports). CWA Section 404 requires a permit from the U.S. Army Corps of Engineers before dredged or fill material may be discharged into waters of the United States, unless the activity is exempt from Section 404 regulation (e.g., certain farming and forestry activities).

p. Rivers and Harbors Act (33 U.S.C. § 407)

A permit may be required from the U.S. Army Corps of Engineers if the proposed activity involves any work in, over or under navigable waters of the United States. Recipients must identify any work (including structures) that will occur in, over or under navigable waters of the United States and obtain the appropriate permit, if applicable.

q. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 *et seq.*), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)

Many prohibitions and limitations apply to projects that adversely impact migratory birds and bald and golden eagles. Executive Order 13186 directs Federal agencies to enter a Memorandum of Understanding with the U.S. Fish and Wildlife Service to promote conservation of migratory bird populations when a Federal action will have a measurable negative impact on migratory birds.

r. Executive Order 13112 (Invasive Species, February 3, 1999)

Federal agencies must identify actions that may affect the status of invasive species and use relevant programs and authorities to: (i) prevent the introduction of invasive species; (ii) detect and respond rapidly to and control populations of such species in a cost-effective and environmentally sound manner; (iii) monitor invasive species populations accurately and reliably; (iv) provide for restoration of native species and habitat conditions in ecosystems that have been invaded; (v) conduct research on invasive species and develop technologies to prevent introduction and provide for environmentally sound control of invasive species; and (vi) promote public education on invasive species and the means to address them. In addition, an agency may not authorize, fund, or carry out actions that it believes are likely to cause or promote the introduction or spread of invasive species in the United States or elsewhere.

s. Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*)

During the planning of water resource development projects, agencies are required to give fish and wildlife resources equal consideration with other values. Additionally, the U.S.

Fish and Wildlife Service and fish and wildlife agencies of states must be consulted whenever waters of any stream or other body of water are “proposed or authorized, permitted or licensed to be impounded, diverted... or otherwise controlled or modified” by any agency under a Federal permit or license.

.05 OTHER NATIONAL POLICY REQUIREMENTS

a. Buy-American Preferences

Strengthening Buy-American Preferences for Infrastructure Projects. Recipients of covered programs (as defined in Executive Order 13858, 31 January 2019, and 2 C.F.R. §200.322 (Domestic preferences for procurements)) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under this Award.

b. Criminal and Prohibited Activities

1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.*) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.

7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

c. Drug-Free Workplace

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

d. Foreign Travel

1. Each non-Federal entity must comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131 through 301-10.143.

2. The Fly America Act requires that Federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or use of U.S. flag air carrier service will not accomplish the agency's mission.

3. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA [website](#). Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's [website](#).

4. If a foreign air carrier is anticipated to be used for any portion of travel under a DOC financial assistance award, the non-Federal entity must receive prior approval from the Grants Officer. When requesting such approval, the non-Federal entity must provide a justification in accordance with guidance provided by 41 C.F.R. § 301-10.142, which requires the non-Federal entity to provide the Grants Officer with the following: name; dates

of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the non-Federal entity meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the non-Federal entity must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer must make the final determination and notify the non-Federal entity in writing (which may be done through the recipient in the case of subrecipient travel). Failure to adhere to the provisions of the Fly America Act will result in the non-Federal entity not being reimbursed for any transportation costs for which any non-Federal entity improperly used a foreign air carrier.

Note: When using code-sharing flights (two or more airlines having flight numbers assigned to the same flight) involving U.S. flag carriers and non-U.S. flag carriers, the airline symbol and flight number of the U.S. flag carrier must be used on the ticket to qualify as a U.S. flag carrier (e.g. "*Delta Airlines Flight XXXX, operated by KLM*"). Conversely, if the ticket shows "[*Foreign Air Carrier*] XXX, operated by Delta," that travel is using a foreign air carrier and is subject to the Fly America Act and must receive prior approval from the Grants Officer as outlined in paragraph G.05.d.4.

e. Increasing Seat Belt Use in the United States

Pursuant to E.O. 13043 (62 FR 19217), non-Federal entities should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally owned vehicles.

f. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.
2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

g. Minority Serving Institutions Initiative

Pursuant to E.O.s 13555 (White House Initiative on Educational Excellence for Hispanics) (75 FR 65417), 13592 (Improving American Indian and Alaska Native

Educational Opportunities and Strengthening Tribal Colleges and Universities) (76 FR 76603), and 13779 (White House Initiative to Promote Excellence and Innovation at Historically Black Colleges and Universities) (82 FR 12499), DOC is strongly committed to broadening the participation of minority serving institutions (MSIs) in its financial assistance programs. DOC's goals include achieving full participation of MSIs to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and non-Federal entities to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website.

h. Research Misconduct

The DOC adopts, and applies to financial assistance awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Non-Federal entities that conduct extramural research funded by DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Non-Federal entities also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Non-Federal entities must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the results of any investigation. The DOC may take appropriate administrative or enforcement action at any time under the award, up to and including award termination and possible suspension or debarment, and referral to the Commerce OIG, the U.S. Department of Justice, or other appropriate investigative body.

i. Research Involving Human Subjects

1. All proposed research involving human subjects must be conducted in accordance with 15 C.F.R. Part 27 (Protection of Human Subjects). No research involving human subjects is permitted under this award unless expressly authorized by specific award condition, or otherwise in writing by the Grants Officer.
2. Federal policy defines a human subject as a living individual about whom an investigator (whether professional or student) conducting research (1) Obtains information or biospecimens through intervention or interaction with the individual, and uses, studies, or analyzes the information or biospecimens; or (2) Obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

3. DOC regulations at 15 C.F.R. Part 27 require that non-Federal entities maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the non-Federal entity (generally through the recipient) must submit appropriate documentation to the Federal Program Officer for approval by the appropriate DOC officials. As applicable, this documentation must include:

- i. Documentation establishing approval of an activity in the project by an Institutional Review Board (IRB) under a Federal wide Assurance issued by Department of Health and Human Services or other Federal agency guidelines (*see also* 15 C.F.R. § 27.103);
- ii. Documentation to support an exemption for an activity in the project under 15 C.F.R. § 27.104(d);
- iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form;
- iv. Documentation of an IRB approval of continuing review approved prior to the expiration date of the previous IRB determination; and
- v. Documentation of any reportable events, such as serious adverse events, unanticipated problems resulting in risk to subjects or others, and instances of noncompliance.

4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 C.F.R. § 27.118, if research involving human subjects is proposed after an award is made, the non-Federal entity must contact the Federal Program Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the project for protocol or instrument development related to human subjects research.

j. Care and Use of Live Vertebrate Animals

Non-Federal entities must comply with the Laboratory Animal Welfare Act of 1966, as amended, (Pub. L. No. 89-544, 7 U.S.C. §§ 2131 *et seq.*) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations (9 C.F.R. Parts 1, 2, and 3); the Endangered Species Act (16 U.S.C. §§ 1531 *et seq.*); Marine Mammal Protection Act (16 U.S.C. §§ 1361 *et seq.*) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. §§ 4701 *et seq.*) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC financial assistance award unless authorized by the Grants Officer.

k. Management and Access to Data and Publications

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

3. Publications, Videos, and Acknowledgment of Sponsorship.

i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (*e.g.*, scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under award [number] from [name of operating unit], U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do

not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

I. Homeland Security Presidential Directive

If the performance of this DOC financial assistance award requires non-Federal entity personnel to have routine access to Federally-controlled facilities and/or Federally-controlled information systems (for purpose of this term “routine access” is defined as more than 180 calendar days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under a financial assistance award must comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12 (Policy for a Common Identification Standard for Federal Employees and Contractors), Federal Information Processing Standard (FIPS) PUB 201, and OMB Memorandum M-05-24. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this award comply with the requirements contained in this term. The Grants Officer may delay final payment under an award if the subrecipient or contractor fails to comply with the requirements listed in the term below. The recipient must insert the following term in all subawards and contracts when the subaward recipient or contractor is required to have routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system:

The subrecipient or contractor must comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally-controlled facility or routine access to a Federally-controlled information system.

The subrecipient or contractor must account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee’s employment; (3) Upon subaward or contract completion or termination.

m. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations

1. This clause applies to the extent that this financial assistance award encompasses activities that involve export-controlled items.

2. In performing this financial assistance award, a non-Federal entity may participate in activities involving items subject to export control (export-controlled items) under the Export Administration Regulations (EAR). The non-Federal entity is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The non-Federal entity must establish and maintain effective export compliance procedures at DOC and non-DOC facilities, including facilities located abroad, throughout performance of the financial assistance award. At a minimum, these export compliance procedures must include adequate restrictions on export-controlled items, to guard against any unauthorized exports, including in the form of releases or transfers to foreign nationals. Such releases or transfers may occur through visual inspection, including technology transmitted electronically, and oral or written communications.

3. Definitions

- i. **Export-controlled items.** Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730-774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application. The export (shipment, transmission, or release/transfer) of export-controlled items may require a license from DOC.
 - ii. **Deemed Export/Re-export.** The EAR defines a deemed export as a release or transfer of export-controlled items (specifically, technology or source code) to a foreign person (foreign national) in the U.S. Such release is "deemed" to be an export to the foreign person's most recent country of citizenship or permanent residency (*see* 15 C.F.R. § 734.13(a)(2) & (b)). A release may take the form of visual inspection or oral or written exchange of information. *See* 15 C.F.R. § 734.15(a). If such a release or transfer is made abroad to a foreign person of a country other than the country where the release occurs, it is considered a deemed re-export to the foreign person's most recent country of citizenship or permanent residency. *See* 15 C.F.R. § 734.14(a)(2). Licenses from DOC may be required for deemed exports or re-exports. An act causing the release of export-controlled items to a foreign person (e.g., providing or using an access key or code) may require authorization from DOC to the same extent that an export or re-export of such items to the foreign person would. *See* 15 C.F.R. § 734.15(b).
4. The non-Federal entity must secure all export-controlled items that it possesses or that comes into its possession in performance of this financial assistance award, to ensure that the export of such items, including in the form of release or transfer to foreign persons, is prevented, or licensed, as required by applicable Federal laws, E.O.s, and/or regulations, including the EAR.
 5. As applicable, non-Federal entity personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items from unauthorized export.

6. To the extent the non-Federal entity wishes to release or transfer export-controlled items to foreign persons, the non-Federal entity will be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports. Failure to obtain any export licenses required under the EAR may subject the non-Federal entity to administrative or criminal enforcement. See 15 C.F.R. part 764.
7. Nothing in the terms of this financial assistance award is intended to change, supersede, or waive the requirements of applicable Federal laws, E.O.s or regulations.
8. Compliance with this term will not satisfy any legal obligations the non-Federal entity may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports and re-exports of defense articles and services subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), including the release of defense articles to foreign persons in the United States and abroad.
9. The non-Federal entity must include the provisions contained in this term in all lower tier transactions (subawards, contracts, and subcontracts) under this financial assistance award that may involve research or other activities that implicate export-controlled items.

n. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as amended, and the implementing regulations at 2 C.F.R. Part 175

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if any non-Federal entity engages in certain activities related to trafficking in persons. The DOC hereby incorporates the following award term required by 2 C.F.R. § 175.15(b):

Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;*
- ii. Procure a commercial sex act during the period of time that the award is in effect; or*
- iii. Use forced labor in the performance of the award or subawards under the award.*

2. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —*

- i. *Is determined to have violated a prohibition in paragraph a.1 of this award term; or*
- ii. *Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either— (A) Associated with performance under this award; or (B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension).*

b. Provision applicable to a recipient other than a private entity. *We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—*

- 1. *Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or*
- 2. *Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—*

- i. *Associated with performance under this award; or*
- ii. *Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension – Nonprocurement), as implemented by DOC at 2 C.F.R. Part 1326, (Nonprocurement Debarment and Suspension).*

c. Provisions applicable to any recipient.

- 1. *You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.*
- 2. *Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:*
 - i. *Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and*
 - ii. *Is in addition to all other remedies for noncompliance that are available to us under this award.*

3. *You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.*

d. Definitions. For purposes of this award term:

1. *“Employee” means either:*

i. *An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or*

ii. *Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.*

2. *“Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.*

3. *“Private entity”:*

i. *Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25;*

ii. *Includes: (A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b); and (B) A for-profit organization.*

4. *“Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).*

o. The Federal Funding Accountability and Transparency Act (FFATA) (31 U.S.C. § 6101 note)

1. **Reporting Subawards and Executive Compensation.** Under FFATA, recipients of financial assistance awards of \$30,000 or more are required to report periodically on executive compensation and subawards, as described in the following term from 2 C.F.R. Part 170, Appendix A, which is incorporated into this award:

Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

1. *Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds \$30,000 in Federal funds for a subaward*

to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. *You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.*

ii. *For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)*

3. *What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.*

b. *Reporting Total Compensation of Recipient Executives for non-Federal entities.*

1. *Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—*

i. *the total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 C.F.R § 170.320;*

ii. *in the preceding fiscal year, you received—*

(A) *80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards), and*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and,*

iii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)*

2. *Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:*

i. *As part of your registration profile found at the System for Award Management (SAM) website located at <https://www.sam.gov>.*

ii. *By the end of the month following the month in which this award is made, and annually thereafter.*

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—*

i. *in the subrecipient's preceding fiscal year, the subrecipient received—*

(A) *80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards) and,*

(B) *\$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and*

ii. *The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).*

See also 2 C.F.R. § 200.300(b).

2. *Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:*

i. *To the recipient.*

ii. *By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.*

d. *Exemptions.* *If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient.*

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 C.F.R. Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;*
- ii. A foreign public entity;*
- iii. A domestic or foreign nonprofit organization; and,*
- iv. A domestic or foreign for-profit organization.*

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.*
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R § 200.331).*
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.*

5. Subrecipient means a non-Federal entity or Federal agency that:

- i. Receives a subaward from you (the recipient) under this award; and*
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.*

6. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

- i. Salary and bonus.*
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.*

- iii. *Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.*
- iv. *Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.*
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. *Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.*

2. **System for Award Management (SAM) and Universal Identifier Requirements** -- as described in 2 C.F.R. Part 25, Appendix A, which is incorporated into this award:

System for Award Management (SAM) and Universal Identifier Requirements

a. ***Requirement for System for Award Management.*** *Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain current information in the SAM. This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance within the last three years, if applicable, until you submit the final financial report required under this Federal award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another Federal award term.*

b. ***Requirement for Unique Entity Identifier.*** *If you are authorized to make subawards under this Federal award, you:*

- 1. *Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you until the entity has provided its Unique Entity Identifier to you.*
- 2. *May not make a subaward to an entity unless the entity has provided its Unique Entity Identifier to you. Subrecipients are not required to obtain an active SAM registration, but must obtain a Unique Entity Identifier.*

c. ***Definitions for purposes of this term:***

- 1. *SAM means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.SAM.gov>).*

2. *Unique Entity Identifier means the identifier assigned by SAM to uniquely identify business entities.*
3. *Entity includes non-Federal entities as defined at 2 C.F.R. § 200.1 and also includes all of the following, for purposes of this part:*
 - i. *A foreign organization;*
 - ii. *A foreign public entity;*
 - iii. *A domestic for-profit organization; and*
 - iv. *A Federal agency.*
4. *Subaward has the meaning given in 2 C.F.R § 200.1.*
5. *Subrecipient has the meaning given in 2 C.F.R § 200.1.*

See also 2 C.F.R. § 200.300(b).

p. Recipient Integrity and Performance Matters (Appendix XII to 2 C.F.R. Part 200)

Reporting of Matters Related to Recipient Integrity and Performance

1. **General Reporting Requirement.** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report.** Submit the information required about each proceeding that:
 - i. Is relating to the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

- (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
- (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (C) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (D) Any other criminal, civil, or administrative proceeding if:
 - I. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - II. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - III. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures. Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency. During any period when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions. For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes:

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

q. Never Contract with the Enemy (2 C.F.R Part 183; 2 C.F.R. § 200.215)

Under 2 C.F.R. § 200.215 (Never contract with the enemy) Federal awarding agencies and recipients are subject to the regulations implementing Never Contract with the Enemy in 2 C.F.R. Part 183. These regulations affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

1. **Applicability.** This term applies only to recipients of covered grants or cooperative agreements, as defined in 2 C.F.R. § 183.35 Definitions.

2. **Requirements.** As applicable, recipients must fulfill the requirements as described in the following terms from 2 C.F.R. Part 183, Appendix A, which is incorporated into this award:

a. Term 1. Prohibition on Providing Funds to the Enemy.

1. *The recipient must—*

- i. Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR Part 180.300 prior to issuing a subaward or contract and;*
- ii. Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.*

2. *The recipient may include the substance of this clause, including this paragraph (1), in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

3. *The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (1) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities*

b. Term 2. Additional Access to Recipient Records.

1. *In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations*

2. *The substance of this clause, including this paragraph (2), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.*

r. Prohibition on certain telecommunications and video surveillance services or equipment (Public Law 115-232, section 889; 2 C.F.R. § 200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain,
- (2) Extend or renew a contract to procure or obtain, or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii). Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii). Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

s. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown

This term sets forth initial guidance that will be implemented for Federal assistance awards in the event of a lapse in appropriations, or a government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

1. Unless there is an actual rescission of funds for specific grant or cooperative agreement obligations, non-Federal entities under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the award during a funding hiatus. Non-Federal entities are advised that ongoing activities by Federal employees involved in grant or cooperative agreement administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

2. All award actions will be delayed during a government shutdown; if it appears that a non-Federal entity's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible government shutdown, the Program Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise non-Federal entities that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, non-Federal entities whose ability to withdraw funds is subject to prior agency approval, which in general are non-Federal entities that have been designated high risk, non-Federal entities under construction awards, or are otherwise limited to reimbursements or subject to agency review, will be able to draw funds down from the relevant Automatic Standard Application for Payment (ASAP) account only if agency approval is given and coded into ASAP prior to any government shutdown or closure. This limitation may not be lifted during a government shutdown. Non-Federal entities should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Non-Federal entities whose authority to draw down award funds is restricted may decide to suspend work until the government reopens.
3. The ASAP system should remain operational during a government shutdown. Non-Federal entities that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a government shutdown (see section B.02.b.1 of these terms).



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Green & City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: June 23, 2022
SUBJECT: Contract for Grant Administration with INRCOG for the EDA Grant:
 Travel, Tourism and Outdoor Recreation Program

When the Council supported submitting a grant application to the Economic Development Administration (EDA) under the new program American Rescue Plan Act Travel, Tourism, and Outdoor Recreation Grant, in late December 2021, Resolution 22,632 was also approved stating that the City would enter into a Memorandum of Understanding (MOU) with the Iowa Northland Regional Council of Governments (INRCOG) for grant administration, subject to being awarded the grant.

Attached is a proposed contract and scope of services for grant administration. Similar to our contracts with INRCOG on the CDBG grant support, the scope of services includes activities supporting or performing actions to maintain federal grant compliance. This includes monitoring compliance and maintaining records, reviewing contracts for compliance, ensuring Davis-Bacon compliance, and other financial management and reporting. Community Development and Finance staff has reviewed the scope of services, agreeing it covers our needs. The total fee for services will not exceed \$30,000.

Staff recommends approval of the contract for INRCOG's services to assist in compliance with the Economic Development Administration (EDA) and other federal requirements regarding the \$1,500,000 grant we received from the US EDA.

xc: Thomas Weintraut, Planner III
 Jennifer Rodenbeck, Director of Finance & Business Operations

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

US Department of Commerce, Economic Development Administration (EDA)
Federal Fiscal Year 2021 American Rescue Plan Act Travel, Tourism, and Outdoor
Recreation Program: Cedar River Recreation Improvements Project

City Project Number: MC-038-3290

This Agreement is by and between Iowa Northland Regional Council of Governments (INRCOG), 229 East Park Avenue, Waterloo, IA ("Contractor") and the City of Cedar Falls, Iowa ("City"), and is to be effective on the date last signed by the Contractor or the City below.

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

2.2. After inspection (if applicable) and acceptance by the City of Services, City shall pay Contractor in accordance with the payment terms set forth in Exhibit "A". The maximum amount of all payments for Services shall be the amount set forth in Exhibit "A" which will not exceed \$30,000 for projects delivery costs for EDA or local funds, unless additional Services are agreed upon as set forth in Section 1.2, in which case the maximum amount of all payments shall be adjusted accordingly.

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

4.4. During the term of this Agreement and following completion or termination of the Agreement, the Contractor and any authorized Subcontractors shall maintain all accounting records and other documentation generated in providing Services under this Agreement. The City or its designee shall be allowed to have access to such information for the purpose of inspection, audit and copying during normal business hours for a period of five (5) years after the final payment by the City, termination of this Agreement, or resolution of all matters under this

Agreement, whichever date is latest. No additional compensation shall be paid to Contractor for such retention or inspection by the City or designee.

5.0. Termination.

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

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

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

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

9.0. Indemnification.

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

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

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

10.0. Insurance.

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

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0. Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Notices.

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

City:

Name: Stephanie Houk Sheetz, AICP

Title: Director of Community Development

Address: 220 Clay St, Cedar Falls, IA

Telephone: (319) 268-5151

Email: Stephanie.Sheetz@cedarfalls.com

Contractor:

Name: Brian Schoon, AICP

Title: Director of Development

Address: 229 East Park Avenue, Waterloo, IA 50703

Telephone: (319) 235-0311 Ext. 138

Email: bschoon@inrcog.org

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

CONTRACTOR

INRCOG; Kevin Blanshan, Executive Director of INRCOG

By: 

Its: _____

Date: 5-22-22

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Jacqueline Daniels, MMC, City Clerk

Date: _____

Exhibit A

**US Department of Commerce, Economic Development Administration
(EDA)
Federal Fiscal Year 2021 American Rescue Plan Act Travel, Tourism, and
Outdoor Recreation Program: Cedar River Recreation Improvements
Project**

City Project Number MC-038-3290

**SCOPE OF WORK
EDA GRANT FOR THE CEDAR RIVER RECREATION IMPROVEMENTS PROJECT
CITY OF CEDAR FALLS, IOWA**

Overview

The Iowa Northland Regional Council of Governments (INRCOG) is proposing to complete grant administrative services to meet the requirements related to the EDA Grant Award for the Cedar River Recreation improvements Project.

Qualifications

Experience

As a public agency created under Chapter 28E of the Iowa Code, INRCOG serves a six-county area. The City of Cedar Falls is a member in good standing our staff has built a solid relationship with the City's staff. We are located in close proximity to Cedar Falls City Hall and we are very familiar with the community, including its infrastructure, services and its elected and appointed officials.

Our agency is proud of the working relationships we have built with numerous federal and state departments, as we have administered numerous programs on behalf of our local government members. Included amongst those agencies are the US Department of Commerce, Economic Development Administration; US Department of Agriculture; Federal Highway and Federal Transit Administrations; Federal Emergency Management Agency; Iowa Economic Development Authority; Iowa Department of Transportation; Iowa Department of Natural Resources; Iowa Homeland Security and Emergency Management; and the Iowa Finance Authority. INRCOG also provides staff and oversight for several regional bodies including the Black Hawk County Metropolitan Transportation Organization; Regional Transportation Authority; Regional Transit Commission; Regional Economic Development Commission; and Regional Housing Council. Further, our agency has acted as the procurement and fiscal agent for multi-county emergency management regions. Through our work, our agency has developed relationships with several non-profit organizations, including administration of housing-related grants which involves working directly with several entities such as The Salvation

EDA Grant Administration Services
Cedar Falls, Iowa
City Project No. MC-038-3290

Army, Iowa Heartland Habitat for Humanity, Cedar Valley Friends of the Family, Operation Threshold, Exceptional Persons, Inc., Northeast Iowa Area Agency on Aging; Northeast Iowa Community Action Corporation; Community Based Services; and House of Hope.

INRCOG staff has written and administered EDA grants for our member local governments, and we perform all administrative tasks relative to construction, financial reimbursement, and professional service functions associated with the project award. We have completed all EDA basic and updated trainings associated with administering their funds, specifically those associated with environmental assessments, Davis-Bacon (prevailing wage) compliance, federal reporting, fraud and financial abuse prevention training, and contractor procurement. INRCOG is accustomed to developing the necessary contracts, developing file and program management techniques, assisting with city audits, successfully preparing for and completing EDA monitoring reviews, conflict mediation, financial management, and closeout processes associated with EDA projects.

Primary INRCOG Staff Members

The primary contacts for this proposal and program are

- Brian Schoon, Director of Development (bschoon@inrcog.org);
- Isaiah Corbin, Community Planner II (icorbin@inrcog.org);

Brian Schoon has been employed by INRCOG since September 1991 and is currently serving as the Director of Development. He is a member of the American Institute of Certified Planners. His responsibilities include supervision, project administration, budget oversight, and planning functions associated with INRCOG's housing, planning, and economic development efforts, including numerous projects funded by the Iowa Economic Development Authority (IEDA) and Economic Development Administration (EDA). Schoon also oversees the Iowa Northland Regional Housing Council and its local Housing Trust Funds and staffs the Waterloo Housing Trust Fund and its financial programs. He is currently providing planning and grant administration services to the City of Cedar Falls, including updating and drafting the Annual Action Plan, Annual CAPER Summary Report, and summary reporting to HUD, as they relate to its current HUD CDBG Entitlement Program. Schoon has a Bachelors' degree in Landscape Design from South Dakota State University and a Masters' degree in Community and Regional Planning from Iowa State University.

Isaiah Corbin became employed with INRCOG in January of 2021 as Community Planner II. Prior to his role, he managed the volunteer program at Mercy Medical Center and managed a grant funded program for first-generation, low-income students at Mount Mercy University. His responsibilities at INRCOG include project administration and a variety of planning functions associated with INRCOG's economic and community development projects, including CDBG and HMGP programs. Corbin has a Bachelors' degree in Political Science from Wartburg College and a Masters' degree in Public Policy from the University of Northern Iowa.

Administrative Task Description

The Iowa Northland Regional Council of Governments shall assist in compliance with the Economic Development Administration (EDA) and other federal requirements; maintenance of required records and documents; and other required actions not specifically listed, but requested by the local government, including but not limited to the following activities:

GENERAL ACTIVITIES

A. Program Set-Up

1. Meet with the Cedar Falls staff to review and assure understanding of terms and conditions of grant agreement with EDA
2. Set up a model for program schedule, assuring compliance with time limitations of grant contract.
3. Meet with Cedar Falls City staff to explain and coordinate scheduling of grant activities in accordance with EDA contract.
4. Maintain and promote performance standards in areas such as housing, minority participation, services to low income, etc., that will help the grantee secure future grants.

PROGRAM ADMINISTRATION

A. Capital Improvement Activities

1. Prepare Program Schedule, as may be required by EDA.
2. Complete Environmental Review, as may be necessary.
3. Assist City in acquiring EDA required contract documents, including Federal wage determination.
4. Review bid documents for EDA compliance.
5. Review contracts for EDA compliance.
6. Submit documents to EDA for project and contractor clearance.
7. Monitor payrolls for Davis-Bacon and related labor law compliance.
8. Conduct on-site interviews and inspections.
9. Monitor subcontractor compliance with EDA regulations.
10. Assist contractors in execution of EDA required documents and assurances.
11. Promote and document efforts regarding minority participation.
12. Assist in monitoring and clearing change orders, addendum, etc.
13. Assist in close-out and audit.
14. Provide financial management, including tracking and preparation of reimbursement requests
15. Provide other technical assistance, as may be required by this project.

B. Record Keeping

EDA Grant Administration Services
Cedar Falls, Iowa
City Project No. MC-038-3290

1. Assist in setting up bookkeeping system for grant funds.
2. Assist in setting up filing system for program information maintenance.
3. Regularly monitor records.
4. Assist in preparing draw down forms, authorizing and making disbursements.
5. Assist in meeting with EDA officials during site visits.
6. Assist in preparing monthly, quarterly, and annual reports.
7. Assist in final closeout reports.

The above outline is intended to be specific, but some areas may have more detailed requirements implied, but not listed.

The Iowa Northland Regional Council of Governments will assist the Cedar Falls City Council with these requirements unless special requests are made to the Executive Director or governing body of the grantee.

The Cedar Falls City Council may request assistance from the Iowa Northland Regional Council of Governments that is not specifically designated.

Budget

The INRCOG budget for performing the administrative tasks, identified herein, is consistent with the Memorandum of Understanding approved by the City of Cedar Falls and shall not exceed \$30,000.

Time of Performance

Work under this proposal would begin upon execution of an agreement and completion would be no later than December 31st, 2023. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

Exhibit B

**US Department of Commerce, Economic Development Administration
(EDA)
Federal Fiscal Year 2021 American Rescue Plan Act Travel, Tourism, and
Outdoor Recreation Program: Cedar River Recreation Improvements
Project**

City Project Number MC-038-3290

08-24-2020

**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as any person or entity that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be with companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Attachment 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Attachment 1. Such Certificate shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Attachment 1
 - c) Governmental Immunities Endorsement – See Attachment 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly authorized to transact business at the location of the jobsite, must be provided prior to the first payment under this contract.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this contract, and at City's option, shall allow City to terminate this contract for cause and/or purchase said insurance at contractor's expense.
7. Contractor shall be required to carry the following minimum coverage/limits, or greater if required by law or other legal agreement; as per Attachment 1:
 - This coverage shall be written on an occurrence, not claims made form, except for errors and omissions coverage, if required, which shall be written on a claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to review and approval of the City.
 - Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the services called for in this contract to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
 - Governmental Immunity endorsement identical or equivalent to the form in Attachment 1.
 - Additional Insured Requirement – See Attachment 1.
The City of Cedar Falls, and its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

**** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"**

8. **Errors and Omissions:** If the Contractor's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other negligent acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous errors and omissions coverage for a period commencing no later than the date of this contract and continuing for a period of no less than two (2) years from the date of completion of all work completed or services performed under this contract, and acceptance of same by the City. The limit of liability under such coverage shall not be less than \$1,000,000 per claim and in the aggregate.
9. **Separation of Insured's Provision:** If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
10. **Limits:** By requiring the insurance as set forth in this contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under this contract. The City retains the right at any time to require liability insurance greater or lesser than that otherwise specified in this Exhibit and Attachment 1. If greater or lesser liability insurance limits are required, the same shall be stated on the attached General Terms and Conditions document.
11. **Performance and Payment Bonds:** The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The nature and extent of any such required bond(s) shall be included in the request for bids or proposals. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to this contract, shall be included in the modification amount submitted by Contractor, and paid by Contractor.
12. **Waiver of Subrogation:** To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or

any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- ☐ Certificate of Liability Insurance (2 pages)
- ☐ Designated Construction Project(s) General Aggregate Limit CG 25 03 03 97 (2 pages)
- ☐ Additional Insured CG 20 10 07 04
- ☐ Additional Insured CG 20 37 07 04
- ☐ Governmental Immunities Endorsement

ATTACHMENT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):****Commercial General Liability**

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

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

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

Standard Workers Compensation**Statutory for Coverage A****Employers Liability:**

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

Umbrella:

\$3,000,000

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

Errors & Omissions:

\$1,000,000

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Your Insurance Agency 123 Main Street Anytown, IA 00000		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:	
INSURED Business Name 123 Main Street Anytown, IA 0000		INSURER(S) AFFORDING COVERAGE INSURER A: Carrier should reflect rating of A-, VIII or better INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR I, TR	TYPE OF INSURANCE	ADDITIONAL INSURANCE INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> <input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
	DEDUCTIBLE RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	<input type="checkbox"/> N/A <input checked="" type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Errors & Omissions	<input type="checkbox"/> <input type="checkbox"/>	Policy Number	01/01/2015	01/01/2016	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional Insured(s) on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement including 30 Days Notice of Cancellation Included. Waiver of Subrogation under the Work Comp & Gen Liab.

CERTIFICATE HOLDER

CANCELLATION

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

© 1988- 2009 ACORD CORPORATION. All rights reserved.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

Item 18.

DATE (MM/DD/YYYY)
6/30/2021

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

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

PRODUCER PDCM Insurance P.O. Box 2597 Waterloo IA 50704		CONTACT NAME: Janet Dufel, CPCU, CIC, CRM, CPIW PHONE (A/C, No, Ext): 319-234-8888 E-MAIL ADDRESS: jdufel@pdc.com FAX (A/C, No): 319-234-7702	
INSURED IOWANOR-02 Iowa Northland Regional Council of Governments 229 E. Park Avenue Waterloo IA 50703		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins. Companies INSURER B: IMVCA INSURER C: * XL Insurance INSURER D: INSURER E: INSURER F:	
		NAIC #	

COVERAGES **CERTIFICATE NUMBER:** 1992835329 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2292877	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	PHPK2292877	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		PHUB774150	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0640	7/1/2021	7/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A C	Professional Liability Public Officials E&O/EPL			PHPK2292877 POL0950362	7/1/2021 7/1/2021	7/1/2022 7/1/2022	Ea Incident/Aggregate 1000000/2000000 Ea Claim/Aggregate 3000000/3000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are an Additional insured on the general liability policy on a primary and non-contributory basis (CG2010 & CG2037). Governmental Immunities Endorsement and 30 Day Notice of Cancellation Endorsement are included. Waiver of Subrogation applies under General Liability.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**GOVERNMENTAL IMMUNITIES ENDORSEMENT**

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

All other terms and conditions of this Policy remain unchanged.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thom Weintraut, Planner III
DATE: June 23, 2022
SUBJECT: Approval of Property Purchase Offers for the Northern Cedar Falls Flood Buyout Program, Project No. FL-000-3198

On October 6, 2021 City Council approved a grant agreement between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. The funding that was approved as part of the agreement would have allowed the City to purchase 9 properties. Staff recently mailed out purchase offers to the 8 property owners who expressed interest in selling their property. We have received 4 signed purchase offers back.

The four (4) properties that have submitted their purchase offers are as follows:

1. 627 Clair Street – Owner James Mehmen (\$95,000)
2. 628 Longview Street – Owner Theresa and Jack Brandt (\$135,000)
3. 824 Cottage Row Lane – Owner Matthew Miller (\$170,000)
4. 1027 Clair Street – Owners Jennifer and Michael Giesler (\$78,000)

The total amount for the properties listed above is \$478,000, which are the appraised values as approved by FEMA in the City's grant application.

Once the City approves the Purchase Offers, we will begin the closing process on the properties. Staff has set the tentative closing dates for the properties as August 12, 2022. After the City takes over possession of the property, the necessary steps will be taken to remove the structures from the property. The close-out date for the grant is December 31, 2022.

The Department of Community Development recommends that the City Council adopt a resolution approving the Purchase Offers for the 4 properties listed above. If you have any questions, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, AICP, Director of Community Development
 Jennifer Rodenbeck, Director of Finance and Business Operations
 Karen Howard, Planning & Community Services Manager

**PURCHASE OFFER
VOLUNTARY PROPERTY ACQUISITION PROGRAM
CONDITIONAL OFFER TO BUY
REAL PROPERTY AND ACCEPTANCE**

TO: James A. Mehmen, herein designated as "Sellers".

Cedar Falls, a City of the State of Iowa (herein referred to as the "Buyer"), acting pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy all the Seller's right, title, and interest in the real and personal property located at the following address and legally described real estate:

Lot No. 38 in Cedar Acres Addition, Cedar Falls, Black Hawk County, Iowa.

More commonly known as: 627 Clair Street, Cedar Falls, IA 50613

together with all the Seller's right, title, and interest in all fixtures, buildings, and improvements located on the above-described real estate, free and clear of all liens, encumbrances, reservations, exceptions, and modifications. The entirety of the above described property being conveyed shall hereinafter be referred to as the "Property". The Property shall be conveyed without U.C.C. liens. For the purposes of this document, said fixtures include all personal property that integrally belongs to, or is part of, the above-described real estate, whether attached or detached, such as light fixtures (including fluorescence tubes, but not mazda bulbs), awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment (other than window type), door chimes, built-in items, and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants (unless specifically exempted).

Conditions:

This offer to buy is based on two conditions:

1. Procurement of federal and match funding,
2. Positive abstract finding from the Buyer's legal counsel.

In consideration of the covenants and obligations contained herein, the parties agree as follows:

1. **Purchase Price.** Buyer offers to purchase all the Seller's right, title, and interest in the Property for \$95,000, payable at Closing, which sums shall be reduced by any amounts paid by Buyer or others on behalf of, or to the Seller, for the purposes set forth in paragraph 7A. The Seller shall receive no other compensation from Buyer for the Seller's right, title, and interest in the Property.
2. **Abstract and Title.** Seller shall promptly deliver to Buyer a copy of the abstract of title for the Property, prepared pursuant to *Iowa Code* Sections 614.29 through 614.38, Iowa Land Association Abstracting Standards, and Iowa Land Title Examination Standards of the Iowa State Bar Association. The abstract shall begin with the government patent to the Property and show merchantable title in Seller. In the event that the Seller is unable to deliver an existing abstract to Buyer, the costs of creating a new 40-year abstract shall be paid by the Seller. The land will be permanently deed restricted with the Buyer acquiring all development rights to said land.

The Seller shall pay all costs required to perfect its title to the Property and shall pay the costs of any additional abstracting and/or title work due to acts or omissions of the Seller, including transfers or death of Seller or assigns.

3. **Closing Date.** On or before 90 days after the date of the signing of this document, or at such date as the parties may mutually agree (the "Closing Date"), the Seller shall have completed its obligations under paragraph 2 and paragraph 6.
4. **Possession.** On and after the Closing Date, Buyer shall be entitled to immediate possession of the Property.
5. **Inspection of the Property.** Buyer, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property as it deems reasonable or necessary prior to closing. The Seller hereby grants Buyer, its officers, agents, employees, and independent contractors, the right to enter upon the Property at reasonable times, upon reasonable notice (oral or written), from time-to-time after the date of this Offer for the purposes of investigating, inspecting, and performing inventories of the Property, and for other purposes and inventories by Buyer, regardless of the outcome thereof, shall not affect Seller's representation or warranties set forth in paragraph 17.
6. **Removal of Personal Property and Debris.** Prior to the Closing Date, Seller at its own expense shall remove all personal belongings, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials,

firewood, etc. After the purchase price is paid in full to the Sellers, the Buyer shall immediately remove all personal property (including the home) from the real estate and grade the lot to the quality of a lot in the same shape as ready to build a new home thereon.

7. **Application of Purchase Price, Deductions for Flood Assistance Received.**

- A. Prior to disbursing payments to the Seller, Buyer may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal belongings and debris, and to pay taxes, assessments, liens, acquisition of other parties' outstanding interest in the Property, abstracting, recording fees, and other costs incidental to the conveyance by Seller of merchantable title to Buyer.
- B. Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). In order to prevent the duplication of Federal Assistance made to flood disaster victims, HUD and FEMA require that certain types of assistance received by the Seller from State, Federal, and private sources for flood-related damage be deducted in determining the Purchase Price.

9. **Insurance.** Seller shall maintain and keep in force and effect all existing property and liability insurance until termination of occupancy.

10. **Status Quo Maintained.** The Property shall be preserved in its present condition and Seller shall deliver it intact at the time possession is given to Buyer. All risk of loss or damage to the Property is the Seller's until Buyer takes possession. Prior to possession by Buyer, Seller shall promptly give written notice to Buyer of any loss or damage to the Property. In the event of loss, damage, or destruction of all or part of the Property, Buyer shall have the option to terminate this Agreement effective immediately. However, in the case of loss, Buyer shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title, and interest in and to any claim Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.

11. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the termination of occupancy, including without limitation of the foregoing sewer, solid waste, and water charges which may be assessed for collection pursuant to *Iowa Code* Section 384.84.

12. **Taxes.** Seller shall pay all of the taxes on the Property (real and personal) to the date of the Closing, and all unpaid taxes for prior years.

13. **Special Assessments.** Seller shall pay in full all special assessments on the Property which have been certified to the County Treasurer for collection date before the Closing Date.
14. **Time is of the Essence.** Time is of the essence of this agreement.
15. **Leases.** Seller represents and warrants to Buyer that there are no leases, tenancies, or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify Buyer for and against any claims which may arise or be based upon any alleged leasehold interest, tenancy, or other right of occupancy or use for any portion for the Property.
16. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase price, unless declared unnecessary by Buyer's legal department. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of a Courts Officer's Deed.
17. **Environmental Matters.** The Seller hereby represents and warrants to Buyer that:
 - A. Environmental Representations and Warranties:
 - 1) There are not abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks (as defined in *Iowa Code*, Chapter 455B) located in or about the Property;
 - 2) There is, and has been, no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on, or about the Property;
 - 3) At no time has any Federal or State hazardous waste clean-up funds been expended with respect to any of the Property;
 - 4) There has never been any solid waste disposal site or underground storage tank located in, or about the Property, nor has there been any releases from an underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property.
 - 5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental

Protection Agency, the Iowa Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and

- 6) To the best of the Seller's knowledge, neither the Property, nor the real property contiguous to the Property, nor the predecessors in title to the Property, are in violation of, or subject to, any existing, pending, or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws.

The foregoing representations and warranties, and the environmental indemnifications set forth in the following subparagraph B, shall survive the Closing. In addition, the foregoing representations and warranties and the indemnifications provisions in this Offer to Buy shall not be affected by any study, investigation, or inspection of the Property by Buyer or the agents for Buyer.

B. Environmental Indemnification

The Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, demands, fines, penalties, causes of action, losses, damage, liabilities, expenses, and costs (including court costs and reasonable attorney's fees, which may include the value of services provided by Buyer's legal department, incurred by Buyer to enforce this provision), asserted against or incurred by Buyer by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions

The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify Buyer of such fact. In addition, Buyer or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time Buyer in its sold and irrevocable discretion determines that hazardous waste or hazardous substances are present on any portion of the Property, Buyer may terminate this offer to buy effective immediately.

18. **Contract Binding on Successors in Interest.** This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors

in interest of the respective parties.

19. **Intention of Use of Words and Phrases.** Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine, or neuter gender, according to the context.
20. **Voluntary Acquisition.** The Seller, as owner of the Property, acknowledges that Buyer has presented this Offer for the Property pursuant to Buyer's Voluntary Acquisition Program and the Seller's acceptance of this Offer is a voluntary acquisition. Seller is under no duress or coercive action by Buyer to accept this offer and Buyer will not pursue acquisition of this Property by eminent domain or other means if the Seller declines to accept this Offer. The Seller further acknowledges that if it accepts this Offer, it will be necessary to move permanently from the Property.
21. **Offer.** This Offer shall become null and void unless accepted by the Seller on, or before June 8, 2022.

Official Buyer Approval:

The foregoing contract was approved and authorized by the City of Cedar Falls on the _____ day of _____, 20____.


By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

This Offer is presented to the Seller on this 9th day of May, 2022.

By: 
Authorized Representative

The foregoing Offer is accepted by the undersigned Seller(s) this 7th day of JUNE, 2022

By: 
Seller

By: _____
Seller's Spouse/Partner

**PURCHASE OFFER
VOLUNTARY PROPERTY ACQUISITION PROGRAM
CONDITIONAL OFFER TO BUY
REAL PROPERTY AND ACCEPTANCE**

TO: Theresa and Jack Brandt, herein designated as "Sellers".

Cedar Falls, a City of the State of Iowa (herein referred to as the "Buyer"), acting pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy all the Seller's right, title, and interest in the real and personal property located at the following address and legally described real estate:

Lot No. 22 in Cedar Acres Addition & Lot No.23 in Cedar Acres Addition, Cedar Falls, Black Hawk County, Iowa.

More commonly known as: 628 Longview Street, Cedar Falls, IA 50613

together with all the Seller's right, title, and interest in all fixtures, buildings, and improvements located on the above-described real estate, free and clear of all liens, encumbrances, reservations, exceptions, and modifications. The entirety of the above described property being conveyed shall hereinafter be referred to as the "Property". The Property shall be conveyed without U.C.C. liens. For the purposes of this document, said fixtures include all personal property that integrally belongs to, or is part of, the above-described real estate, whether attached or detached, such as light fixtures (including fluorescence tubes, but not mazda bulbs), awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment (other than window type), door chimes, built-in items, and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants (unless specifically exempted).

Conditions:

This offer to buy is based on two conditions:

1. Procurement of federal and match funding,
2. Positive abstract finding from the Buyer's legal counsel.

In consideration of the covenants and obligations contained herein, the parties agree as follows:

1. **Purchase Price.** Buyer offers to purchase all the Seller's right, title, and interest in the Property for \$135,000 payable at Closing, which sums shall be reduced by any amounts paid by Buyer or others on behalf of, or to the Seller, for the purposes set forth in paragraph 7A. The Seller shall receive no other compensation from Buyer for the Seller's right, title, and interest in the Property.
2. **Abstract and Title.** Seller shall promptly deliver to Buyer a copy of the abstract of title for the Property, prepared pursuant to *Iowa Code* Sections 614.29 through 614.38, Iowa Land Association Abstracting Standards, and Iowa Land Title Examination Standards of the Iowa State Bar Association. The abstract shall begin with the government patent to the Property and show merchantable title in Seller. In the event that the Seller is unable to deliver an existing abstract to Buyer, the costs of creating a new 40-year abstract shall be paid by the Seller. The land will be permanently deed restricted with the Buyer acquiring all development rights to said land.

The Seller shall pay all costs required to perfect its title to the Property and shall pay the costs of any additional abstracting and/or title work due to acts or omissions of the Seller, including transfers or death of Seller or assigns.
3. **Closing Date.** On or before 90 days after the date of the signing of this document, or at such date as the parties may mutually agree (the "Closing Date"), the Seller shall have completed its obligations under paragraph 2 and paragraph 6.
4. **Possession.** On and after the Closing Date, Buyer shall be entitled to immediate possession of the Property.
5. **Inspection of the Property.** Buyer, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property as it deems reasonable or necessary prior to closing. The Seller hereby grants Buyer, its officers, agents, employees, and independent contractors, the right to enter upon the Property at reasonable times, upon reasonable notice (oral or written), from time-to-time after the date of this Offer for the purposes of investigating, inspecting, and performing inventories of the Property, and for other purposes and inventories by Buyer, regardless of the outcome thereof, shall not affect Seller's representation or warranties set forth in paragraph 17.
6. **Removal of Personal Property and Debris.** Prior to the Closing Date, Seller at its own expense shall remove all personal belongings, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances,

storage containers, household cleaners and solvents, construction materials, firewood, etc. After the purchase price is paid in full to the Sellers, the Buyer shall immediately remove all personal property (including the home) from the real estate and grade the lot to the quality of a lot in the same shape as ready to build a new home thereon.

7. **Application of Purchase Price, Deductions for Flood Assistance Received.**

- A. Prior to disbursing payments to the Seller, Buyer may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal belongings and debris, and to pay taxes, assessments, liens, acquisition of other parties' outstanding interest in the Property, abstracting, recording fees, and other costs incidental to the conveyance by Seller of merchantable title to Buyer.
- B. Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). In order to prevent the duplication of Federal Assistance made to flood disaster victims, HUD and FEMA require that certain types of assistance received by the Seller from State, Federal, and private sources for flood-related damage be deducted in determining the Purchase Price.

9. **Insurance.** Seller shall maintain and keep in force and effect all existing property and liability insurance until termination of occupancy.

10. **Status Quo Maintained.** The Property shall be preserved in its present condition and Seller shall deliver it intact at the time possession is given to Buyer. All risk of loss or damage to the Property is the Seller's until Buyer takes possession. Prior to possession by Buyer, Seller shall promptly give written notice to Buyer of any loss or damage to the Property. In the event of loss, damage, or destruction of all or part of the Property, Buyer shall have the option to terminate this Agreement effective immediately. However, in the case of loss, Buyer shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title, and interest in and to any claim Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.

11. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the termination of occupancy, including without limitation of the foregoing sewer, solid waste, and water charges which may be assessed for collection pursuant to *Iowa Code* Section 384.84.

12. **Taxes.** Seller shall pay all of the taxes on the Property (real and personal) to the

date of the Closing, and all unpaid taxes for prior years.

13. **Special Assessments.** Seller shall pay in full all special assessments on the Property which have been certified to the County Treasurer for collection date before the Closing Date.
14. **Time is of the Essence.** Time is of the essence of this agreement.
15. **Leases.** Seller represents and warrants to Buyer that there are no leases, tenancies, or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify Buyer for and against any claims which may arise or be based upon any alleged leasehold interest, tenancy, or other right of occupancy or use for any portion for the Property.
16. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase price, unless declared unnecessary by Buyer's legal department. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of a Courts Officer's Deed.
17. **Environmental Matters.** The Seller hereby represents and warrants to Buyer that:
 - A. Environmental Representations and Warranties:
 - 1) There are not abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks (as defined in *Iowa Code*, Chapter 455B) located in or about the Property;
 - 2) There is, and has been, no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on, or about the Property;
 - 3) At no time has any Federal or State hazardous waste clean-up funds been expended with respect to any of the Property;
 - 4) There has never been any solid waste disposal site or underground storage tank located in, or about the Property, nor has there been any releases from an underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property.
 - 5) The Seller has not received any directive, citation, notice, letter, or

other communication, whether written or oral, from the Environmental Protection Agency, the Iowa Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and

- 6) To the best of the Seller's knowledge, neither the Property, nor the real property contiguous to the Property, nor the predecessors in title to the Property, are in violation of, or subject to, any existing, pending, or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws.

The foregoing representations and warranties, and the environmental indemnifications set forth in the following subparagraph B, shall survive the Closing. In addition, the foregoing representations and warranties and the indemnifications provisions in this Offer to Buy shall not be affected by any study, investigation, or inspection of the Property by Buyer or the agents for Buyer.

B. Environmental Indemnification

The Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, demands, fines, penalties, causes of action, losses, damage, liabilities, expenses, and costs (including court costs and reasonable attorney's fees, which may include the value of services provided by Buyer's legal department, incurred by Buyer to enforce this provision), asserted against or incurred by Buyer by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions

The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify Buyer of such fact. In addition, Buyer or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time Buyer in its sold and irrevocable discretion determines that hazardous waste or hazardous substances are present on any portion of the Property, Buyer may terminate this offer to buy effective immediately.

18. **Contract Binding on Successors in Interest.** This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.
19. **Intention of Use of Words and Phrases.** Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine, or neuter gender, according to the context.
20. **Voluntary Acquisition.** The Seller, as owner of the Property, acknowledges that Buyer has presented this Offer for the Property pursuant to Buyer's Voluntary Acquisition Program and the Seller's acceptance of this Offer is a voluntary acquisition. Seller is under no duress or coercive action by Buyer to accept this offer and Buyer will not pursue acquisition of this Property by eminent domain or other means if the Seller declines to accept this Offer. The Seller further acknowledges that if it accepts this Offer, it will be necessary to move permanently from the Property.
21. **Offer.** This Offer shall become null and void unless accepted by the Seller on, or before ~~June 8~~, 2022.

June 22 OK

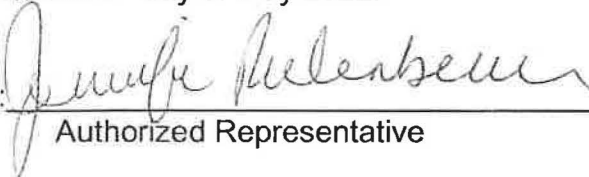
Official Buyer Approval:

The foregoing contract was approved and authorized by the City of Cedar Falls on the _____ day of _____, 20____.

By: _____
Robert M. Green, Mayor

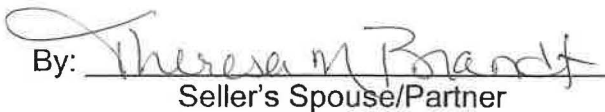
Attest: _____
Jacqueline Danielsen, MMC
City Clerk

This Offer is presented to the Seller on this 9th day of May 2022.

By: 
Authorized Representative

The foregoing Offer is accepted by the undersigned Seller(s) this 17 day of June, 2022.

By: 
Seller

By: 
Seller's Spouse/Partner

**PURCHASE OFFER
VOLUNTARY PROPERTY ACQUISITION PROGRAM
CONDITIONAL OFFER TO BUY
REAL PROPERTY AND ACCEPTANCE**

TO: Matthew J. Miller, herein designated as "Sellers".

Cedar Falls, a City of the State of Iowa (herein referred to as the "Buyer"), acting pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy all the Seller's right, title, and interest in the real and personal property located at the following address and legally described real estate:

Auditor Barnes Plat No 7 Lot 15, Cedar Falls, Black Hawk County, Iowa.

More commonly known as: 824 Cottage Row Lane, Cedar Falls, IA 50613

together with all the Seller's right, title, and interest in all fixtures, buildings, and improvements located on the above-described real estate, free and clear of all liens, encumbrances, reservations, exceptions, and modifications. The entirety of the above described property being conveyed shall hereinafter be referred to as the "Property". The Property shall be conveyed without U.C.C. liens. For the purposes of this document, said fixtures include all personal property that integrally belongs to, or is part of, the above-described real estate, whether attached or detached, such as light fixtures (including fluorescence tubes, but not mazda bulbs), awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment (other than window type), door chimes, built-in items, and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants (unless specifically exempted).

Conditions:

This offer to buy is based on two conditions:

1. Procurement of federal and match funding,
2. Positive abstract finding from the Buyer's legal counsel.

In consideration of the covenants and obligations contained herein, the parties agree as follows:

1. **Purchase Price.** Buyer offers to purchase all the Seller's right, title, and interest in the Property for \$170,000, payable at Closing, which sums shall be reduced by any amounts paid by Buyer or others on behalf of, or to the Seller, for the purposes set forth in paragraph 7A. The Seller shall receive no other compensation from Buyer for the Seller's right, title, and interest in the Property.
2. **Abstract and Title.** Seller shall promptly deliver to Buyer a copy of the abstract of title for the Property, prepared pursuant to *Iowa Code* Sections 614.29 through 614.38, Iowa Land Association Abstracting Standards, and Iowa Land Title Examination Standards of the Iowa State Bar Association. The abstract shall begin with the government patent to the Property and show merchantable title in Seller. In the event that the Seller is unable to deliver an existing abstract to Buyer, the costs of creating a new 40-year abstract shall be paid by the Seller. The land will be permanently deed restricted with the Buyer acquiring all development rights to said land.

The Seller shall pay all costs required to perfect its title to the Property and shall pay the costs of any additional abstracting and/or title work due to acts or omissions of the Seller, including transfers or death of Seller or assigns.

3. **Closing Date.** On or before 90 days after the date of the signing of this document, or at such date as the parties may mutually agree (the "Closing Date"), the Seller shall have completed its obligations under paragraph 2 and paragraph 6.
4. **Possession.** On and after the Closing Date, Buyer shall be entitled to immediate possession of the Property.
5. **Inspection of the Property.** Buyer, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property as it deems reasonable or necessary prior to closing. The Seller hereby grants Buyer, its officers, agents, employees, and independent contractors, the right to enter upon the Property at reasonable times, upon reasonable notice (oral or written), from time-to-time after the date of this Offer for the purposes of investigating, inspecting, and performing inventories of the Property, and for other purposes and inventories by Buyer, regardless of the outcome thereof, shall not affect Seller's representation or warranties set forth in paragraph 17.
6. **Removal of Personal Property and Debris.** Prior to the Closing Date, Seller at its own expense shall remove all personal belongings, equipment and debris

from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. After the purchase price is paid in full to the Sellers, the Buyer shall immediately remove all personal property (including the home) from the real estate and grade the lot to the quality of a lot in the same shape as ready to build a new home thereon.

7. **Application of Purchase Price, Deductions for Flood Assistance Received.**

- A. Prior to disbursing payments to the Seller, Buyer may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal belongings and debris, and to pay taxes, assessments, liens, acquisition of other parties' outstanding interest in the Property, abstracting, recording fees, and other costs incidental to the conveyance by Seller of merchantable title to Buyer.
- B. Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). In order to prevent the duplication of Federal Assistance made to flood disaster victims, HUD and FEMA require that certain types of assistance received by the Seller from State, Federal, and private sources for flood-related damage be deducted in determining the Purchase Price.

9. **Insurance.** Seller shall maintain and keep in force and effect all existing property and liability insurance until termination of occupancy.

10. **Status Quo Maintained.** The Property shall be preserved in its present condition and Seller shall deliver it intact at the time possession is given to Buyer. All risk of loss or damage to the Property is the Seller's until Buyer takes possession. Prior to possession by Buyer, Seller shall promptly give written notice to Buyer of any loss or damage to the Property. In the event of loss, damage, or destruction of all or part of the Property, Buyer shall have the option to terminate this Agreement effective immediately. However, in the case of loss, Buyer shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title, and interest in and to any claim Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.

11. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the termination of occupancy, including without limitation of the foregoing sewer, solid waste, and water charges which may be assessed for collection pursuant to *Iowa Code* Section 384.84.

12. **Taxes.** Seller shall pay all of the taxes on the Property (real and personal) to the date of the Closing, and all unpaid taxes for prior years.
13. **Special Assessments.** Seller shall pay in full all special assessments on the Property which have been certified to the County Treasurer for collection date before the Closing Date.
14. **Time is of the Essence.** Time is of the essence of this agreement.
15. **Leases.** Seller represents and warrants to Buyer that there are no leases, tenancies, or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify Buyer for and against any claims which may arise or be based upon any alleged leasehold interest, tenancy, or other right of occupancy or use for any portion for the Property.
16. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase price, unless declared unnecessary by Buyer's legal department. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of a Courts Officer's Deed.
17. **Environmental Matters.** The Seller hereby represents and warrants to Buyer that:
 - A. Environmental Representations and Warranties:
 - 1) There are not abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks (as defined in *Iowa Code*, Chapter 455B) located in or about the Property;
 - 2) There is, and has been, no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on, or about the Property;
 - 3) At no time has any Federal or State hazardous waste clean-up funds been expended with respect to any of the Property;
 - 4) There has never been any solid waste disposal site or underground storage tank located in, or about the Property, nor has there been any releases from an underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming

in contact with the Property.

- 5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Iowa Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and
- 6) To the best of the Seller's knowledge, neither the Property, nor the real property contiguous to the Property, nor the predecessors in title to the Property, are in violation of, or subject to, any existing, pending, or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws.

The foregoing representations and warranties, and the environmental indemnifications set forth in the following subparagraph B, shall survive the Closing. In addition, the foregoing representations and warranties and the indemnifications provisions in this Offer to Buy shall not be affected by any study, investigation, or inspection of the Property by Buyer or the agents for Buyer.

B. Environmental Indemnification

The Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, demands, fines, penalties, causes of action, losses, damage, liabilities, expenses, and costs (including court costs and reasonable attorney's fees, which may include the value of services provided by Buyer's legal department, incurred by Buyer to enforce this provision), asserted against or incurred by Buyer by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions

The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify Buyer of such fact. In addition, Buyer or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time Buyer in its sold and irrevocable discretion determines that hazardous waste or

hazardous substances are present on any portion of the Property, Buyer may terminate this offer to buy effective immediately.

18. **Contract Binding on Successors in Interest.** This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.
19. **Intention of Use of Words and Phrases.** Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine, or neuter gender, according to the context.
20. **Voluntary Acquisition.** The Seller, as owner of the Property, acknowledges that Buyer has presented this Offer for the Property pursuant to Buyer's Voluntary Acquisition Program and the Seller's acceptance of this Offer is a voluntary acquisition. Seller is under no duress or coercive action by Buyer to accept this offer and Buyer will not pursue acquisition of this Property by eminent domain or other means if the Seller declines to accept this Offer. The Seller further acknowledges that if it accepts this Offer, it will be necessary to move permanently from the Property.
21. **Offer.** This Offer shall become null and void unless accepted by the Seller on, or before June 8, 2022.

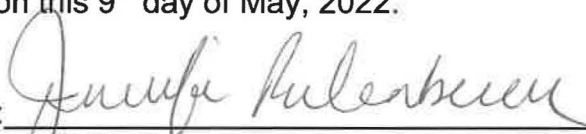
Official Buyer Approval:

The foregoing contract was approved and authorized by the City of Cedar Falls on the _____ day of _____, 20____.

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

This Offer is presented to the Seller on this 9th day of May, 2022.

By:  _____
Authorized Representative

The foregoing Offer is accepted by the undersigned Seller(s) this 20th day of May, 2022.

By:  _____
Seller

By:  _____
Seller's Spouse/Partner

**PURCHASE OFFER
VOLUNTARY PROPERTY ACQUISITION PROGRAM
CONDITIONAL OFFER TO BUY
REAL PROPERTY AND ACCEPTANCE**

TO: Jennifer D. & Michael J. Giesler, herein designated as "Sellers".

Cedar Falls, a City of the State of Iowa (herein referred to as the "Buyer"), acting pursuant to the terms of the grant agreement with Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy all the Seller's right, title, and interest in the real and personal property located at the following address and legally described real estate:

Lot No. 15 in Bruhn's Subdivision No. Two, Cedar Falls, Black Hawk County, Iowa.

More commonly known as: 1027 Clair Street, Cedar Falls, IA 50613

together with all the Seller's right, title, and interest in all fixtures, buildings, and improvements located on the above-described real estate, free and clear of all liens, encumbrances, reservations, exceptions, and modifications. The entirety of the above described property being conveyed shall hereinafter be referred to as the "Property". The Property shall be conveyed without U.C.C. liens. For the purposes of this document, said fixtures include all personal property that integrally belongs to, or is part of, the above-described real estate, whether attached or detached, such as light fixtures (including fluorescence tubes, but not mazda bulbs), awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment (other than window type), door chimes, built-in items, and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs and plants (unless specifically exempted).

Conditions:

This offer to buy is based on two conditions:

1. Procurement of federal and match funding,
2. Positive abstract finding from the Buyer's legal counsel.

In consideration of the covenants and obligations contained herein, the parties agree as follows:

1. **Purchase Price.** Buyer offers to purchase all the Seller's right, title, and interest in the Property for \$78,000, payable at Closing, which sums shall be reduced by any amounts paid by Buyer or others on behalf of, or to the Seller, for the purposes set forth in paragraph 7A. The Seller shall receive no other compensation from Buyer for the Seller's right, title, and interest in the Property.
2. **Abstract and Title.** Seller shall promptly deliver to Buyer a copy of the abstract of title for the Property, prepared pursuant to *Iowa Code* Sections 614.29 through 614.38, Iowa Land Association Abstracting Standards, and Iowa Land Title Examination Standards of the Iowa State Bar Association. The abstract shall begin with the government patent to the Property and show merchantable title in Seller. In the event that the Seller is unable to deliver an existing abstract to Buyer, the costs of creating a new 40-year abstract shall be paid by the Seller. The land will be permanently deed restricted with the Buyer acquiring all development rights to said land.

The Seller shall pay all costs required to perfect its title to the Property and shall pay the costs of any additional abstracting and/or title work due to acts or omissions of the Seller, including transfers or death of Seller or assigns.
3. **Closing Date.** On or before 90 days after the date of the signing of this document, or at such date as the parties may mutually agree (the "Closing Date"), the Seller shall have completed its obligations under paragraph 2 and paragraph 6.
4. **Possession.** On and after the Closing Date, Buyer shall be entitled to immediate possession of the Property.
5. **Inspection of the Property.** Buyer, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property as it deems reasonable or necessary prior to closing. The Seller hereby grants Buyer, its officers, agents, employees, and independent contractors, the right to enter upon the Property at reasonable times, upon reasonable notice (oral or written), from time-to-time after the date of this Offer for the purposes of investigating, inspecting, and performing inventories of the Property, and for other purposes and inventories by Buyer, regardless of the outcome thereof, shall not affect Seller's representation or warranties set forth in paragraph 17.
6. **Removal of Personal Property and Debris.** Prior to the Closing Date, Seller at its own expense shall remove all personal belongings, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials,

firewood, etc. After the purchase price is paid in full to the Sellers, the Buyer shall immediately remove all personal property (including the home) from the real estate and grade the lot to the quality of a lot in the same shape as ready to build a new home thereon.

7. **Application of Purchase Price, Deductions for Flood Assistance Received.**

- A. Prior to disbursing payments to the Seller, Buyer may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal belongings and debris, and to pay taxes, assessments, liens, acquisition of other parties' outstanding interest in the Property, abstracting, recording fees, and other costs incidental to the conveyance by Seller of merchantable title to Buyer.
- B. Seller acknowledges that this voluntary acquisition is made pursuant to a program funded by the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD). In order to prevent the duplication of Federal Assistance made to flood disaster victims, HUD and FEMA require that certain types of assistance received by the Seller from State, Federal, and private sources for flood-related damage be deducted in determining the Purchase Price.

9. **Insurance.** Seller shall maintain and keep in force and effect all existing property and liability insurance until termination of occupancy.

10. **Status Quo Maintained.** The Property shall be preserved in its present condition and Seller shall deliver it intact at the time possession is given to Buyer. All risk of loss or damage to the Property is the Seller's until Buyer takes possession. Prior to possession by Buyer, Seller shall promptly give written notice to Buyer of any loss or damage to the Property. In the event of loss, damage, or destruction of all or part of the Property, Buyer shall have the option to terminate this Agreement effective immediately. However, in the case of loss, Buyer shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title, and interest in and to any claim Seller has under the insurance policies covering the Property; or (2) terminate this Agreement effective immediately.

11. **Utilities.** The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants, prior to the termination of occupancy, including without limitation of the foregoing sewer, solid waste, and water charges which may be assessed for collection pursuant to *Iowa Code* Section 384.84.

12. **Taxes.** Seller shall pay all of the taxes on the Property (real and personal) to the date of the Closing, and all unpaid taxes for prior years.

13. **Special Assessments.** Seller shall pay in full all special assessments on the Property which have been certified to the County Treasurer for collection date before the Closing Date.
14. **Time is of the Essence.** Time is of the essence of this agreement.
15. **Leases.** Seller represents and warrants to Buyer that there are no leases, tenancies, or other rights of occupancy for use for any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify Buyer for and against any claims which may arise or be based upon any alleged leasehold interest, tenancy, or other right of occupancy or use for any portion for the Property.
16. **Approval of Court.** If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase price, unless declared unnecessary by Buyer's legal department. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing to enable the issuance of a Courts Officer's Deed.
17. **Environmental Matters.** The Seller hereby represents and warrants to Buyer that:
 - A. Environmental Representations and Warranties:
 - 1) There are not abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks (as defined in *Iowa Code*, Chapter 455B) located in or about the Property;
 - 2) There is, and has been, no hazardous waste stored, generated, treated, transported, installed, dumped, handled or placed in, on, or about the Property;
 - 3) At no time has any Federal or State hazardous waste clean-up funds been expended with respect to any of the Property;
 - 4) There has never been any solid waste disposal site or underground storage tank located in, or about the Property, nor has there been any releases from an underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property.
 - 5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental

Protection Agency, the Iowa Department of Natural Resources, any other governmental agency with authority under any Environmental Laws, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any Environmental Laws; and

- 6) To the best of the Seller's knowledge, neither the Property, nor the real property contiguous to the Property, nor the predecessors in title to the Property, are in violation of, or subject to, any existing, pending, or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any Environmental Laws.

The foregoing representations and warranties, and the environmental indemnifications set forth in the following subparagraph B, shall survive the Closing. In addition, the foregoing representations and warranties and the indemnifications provisions in this Offer to Buy shall not be affected by any study, investigation, or inspection of the Property by Buyer or the agents for Buyer.

B. Environmental Indemnification

The Seller agrees to indemnify and hold harmless Buyer from and against any and all claims, demands, fines, penalties, causes of action, losses, damage, liabilities, expenses, and costs (including court costs and reasonable attorney's fees, which may include the value of services provided by Buyer's legal department, incurred by Buyer to enforce this provision), asserted against or incurred by Buyer by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.

C. Additional Environmental Provisions

The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify Buyer of such fact. In addition, Buyer or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time Buyer in its sold and irrevocable discretion determines that hazardous waste or hazardous substances are present on any portion of the Property, Buyer may terminate this offer to buy effective immediately.

18. **Contract Binding on Successors in Interest.** This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors

in interest of the respective parties.

19. **Intention of Use of Words and Phrases.** Words and phrases contained herein, including the acknowledgment clause, shall be construed as in the singular and plural number, and as masculine, feminine, or neuter gender, according to the context.
20. **Voluntary Acquisition.** The Seller, as owner of the Property, acknowledges that Buyer has presented this Offer for the Property pursuant to Buyer's Voluntary Acquisition Program and the Seller's acceptance of this Offer is a voluntary acquisition. Seller is under no duress or coercive action by Buyer to accept this offer and Buyer will not pursue acquisition of this Property by eminent domain or other means if the Seller declines to accept this Offer. The Seller further acknowledges that if it accepts this Offer, it will be necessary to move permanently from the Property.
21. **Offer.** This Offer shall become null and void unless accepted by the Seller on, or before June 8, 2022.

June 22 JR

Official Buyer Approval:

The foregoing contract was approved and authorized by the City of Cedar Falls on the _____ day of _____, 20____.

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC
City Clerk

This Offer is presented to the Seller on this 9th day of May, 2022.

By: _____
Authorized Representative

The foregoing Offer is accepted by the undersigned Seller(s) this 8th day of June, 2022.

By: _____
Seller

By: _____
Seller's Spouse/Partner



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: Thomas Weintraut, AICP, Planner III
DATE: June 23, 2022
SUBJECT: Rezoning Request 2209 N Union Road (RZ22-002)

REQUEST: Rezone property from R-1: Residence District to A-1: Agriculture District.
PETITIONER: Kel-Mar, LC (Shawn and Paula Kelly)
LOCATION: 2209 N. Union Road

Kel-Mar, LC is requesting to rezone an approximately 0.98 acre portion of the property located at 2209 N Union Road, formerly the Martyrs Retreat, and 8.86 acres of a 17.86 acre parcel located adjacent to the south of 2209 N Union Road from the R-1: Residence District, to A-1: Agriculture District.

This property, also known as the American Martyrs Retreat House, was annexed into Cedar Falls in 1971 at which time a 1,450' x 600' area was zoned to R-1 to accommodate the existing private institutional use. In 2019, the facility closed and Kel-Mar, LC (Shawn and Paula Kelly) purchased both of the tracts.

In February 2021, the Kellys approached the City with a request rezone a portion of the property near the Cedar River from A-1 Agricultural District to R-1 Residence District in order to create a building site for one single family home overlooking the Cedar River. However, this was not possible, because, in order to rezone the property to R-1, city services would have to be extended to the lot per City Code requirement. The nearest available utilities are greater than 2,000 feet to the south and the existing railroad right-of-way would make extending the utilities cost-prohibitive.

Staff worked with the Kellys and suggested rezoning the portions of the R-1 zoned area of the property not directly associated with the former Martyr's Retreat building to A-1 to allow the

construction of one residential structure on the preferred site location. Since the site is on a lot of record, one single family home would be allowed. This rezoning will also clean up the zoning boundaries, so the Martyr's Retreat building will remain in the R-1 Zoning District and the lot with the site for the new home will be zoned A-1 Agricultural District.

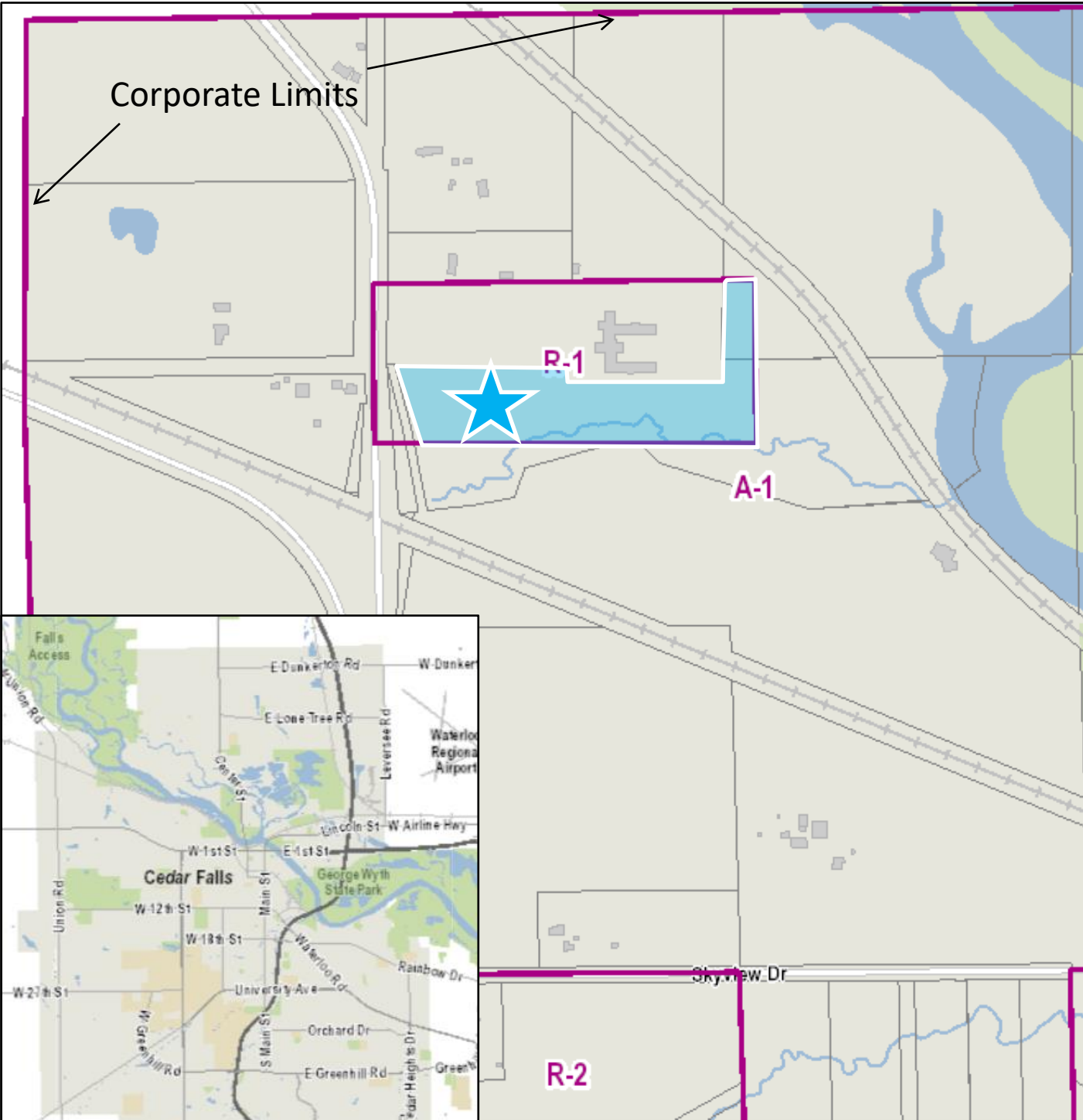
At its meeting on June 22, 2022, the Planning and Zoning Commission held a public hearing and recommended approval of the proposed rezoning. Therefore, staff now requests that City Council set a public hearing date for July 18, 2022 to formally consider the rezoning request. A full staff report and summary report of the Planning and Zoning Commission meetings will be provided to City Council prior the public hearing.

Cedar Falls Planning & Zoning Commission

June 8, 2022

Item 20.

Corporate Limits



Location
Map



2209 N Union Road
R-1 to A-1

356

Rezoning Plat

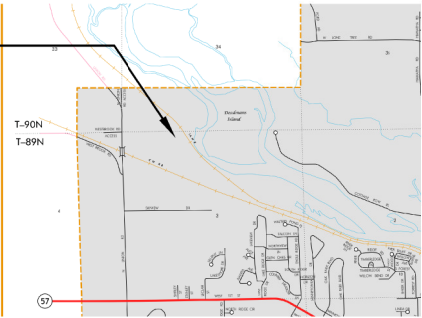
R-1, Residential to A-1, Agricultural

Kel-Mar, LC, 2209 N. Union Road

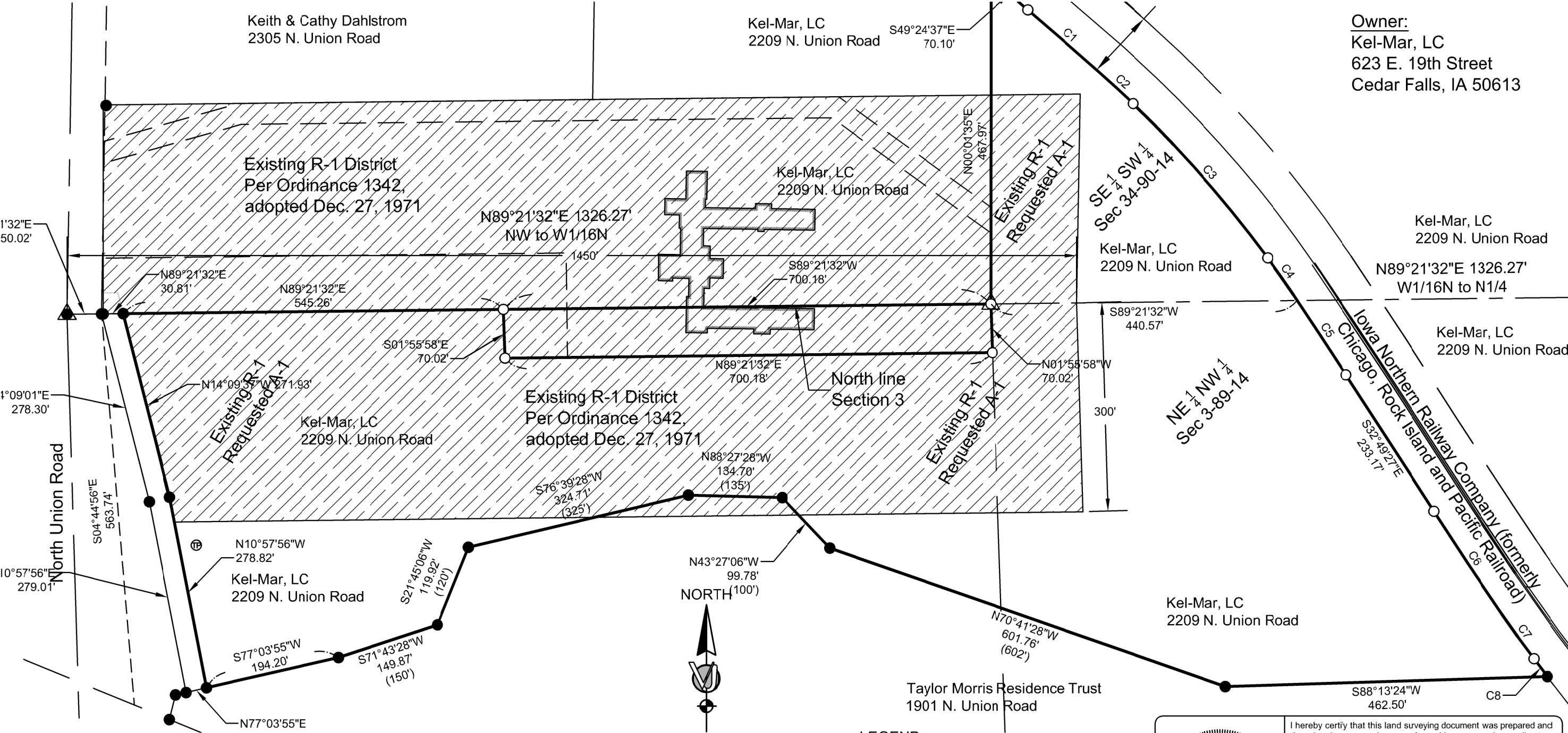
Legal Description of land to be rezoned from R-1 to A-1:

The West 1450.0 feet of the North 300.0 feet of the Northwest Quarter (NW¹/₄) of Section Three (3), Township Eighty-nine (89) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, except the North 70 feet of the East 700 feet of the Northwest Fractional Quarter of the Northwest Fractional Quarter of said Section 3, and that part of West 1450.0 feet of the South 300.0 feet of the Southwest Quarter (SW¹/₄) of Section Thirty-four (34), Township Ninety (90) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, lying within the Southeast Quarter of said Southwest Quarter except that parcel of land recorded on File 2018-00018291 in the office of the Black Hawk County Recorder .

Rezone Request



Owner:
Kel-Mar, LC
623 E. 19th Street
Cedar Falls, IA 50613



- Notes:
- 1.) All dimensions are in US Survey feet and decimals thereof.
 - 2.) Proprietor: Kel-Mar, LC, 623 E. 19th Street, Cedar Falls, IA

LEGEND

EXISTING R-1 ZONING

REQUESTED A-1 ZONING

0 75 150 300

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

WENDELL J. LUPKES, P.L.S. DATE

License number 12088

My license renewal date is December 31, 2022

Pages or sheets covered by this seal:

Item 20.

revisions

scale 1"=150'

drawn by WJL

date 5/9/2022

VJ Engineering

1501 Technology Parkway

Cedar Falls, Iowa - 319-266-5829

R-1 Rezoning Request

Kel-Mar LC

2209 N Union Road

218002

RESOLUTION NO. _____

RESOLUTION SETTING THE DATE OF PUBLIC HEARING ON A PROPOSED
AMENDMENT TO CHAPTER 26, ZONING, CODE OF ORDINANCES
OF THE CITY OF CEDAR FALLS, IOWA, AND DIRECTING
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from R-1: Residence Zoning District to A-1: Agricultural Zoning District, as described below, and

WHEREAS, said Commission has recommended approval of said change in the zoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed change to the zoning from R-1: Residence Zoning District to A-1: Agricultural Zoning District to amend the Cedar Falls Zoning Map (Case #RZ22-002), by removing approximately 9.94 acres of real estate located at 2209 N. Union Road, as legally described below, from the R-1: Residence Zoning District and placing the same in the A-1: Agricultural Zoning District:

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

The West 1450.0 feet of the North 300.0 feet of the Northwest Quarter (NW ¼) of Section Three (3), Township Eighty-nine (89) North, Range Fourteen (14) West of the Fifth (5TH) Principal Meridian, except the North 70 feet of the East 700 feet of the Northwest Fractional Quarter of said Section 3, and that part of West 1450.0 feet of the South 300.0 feet of the Southwest Quarter (SW ¼) of Section Thirty-four (34) Township Ninety (90) North, Range Fourteen (14) West of the Fifth (5th) Principal Meridian, Black Hawk County, Iowa, lying within the Southeast Quarter of said Southwest Quarter except that parcel of Land recorded on File 2018-00018291 in the office of the Black Hawk County Recorder.

The tracts contain 9.94 acres and are subject to all easements of record.

And that said public hearing shall be held on the 18th day of July, 2022, at 7:00 o'clock p.m., at the Cedar Falls Community Center, 528 Main Street, Cedar Falls, Iowa. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 5th day of July, 2022.

ATTEST:

Simon Harding, Mayor Pro Tem

Jacqueline Daniels, MMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls
 220 Clay Street
 Cedar Falls, Iowa 50613
 Phone: 319-273-8600
 Fax: 319-273-5126
 www.cedarfalls.com

MEMORANDUM

Administration Division

TO: Mayor Robert M. Green and City Council
FROM: Stephanie Houk Sheetz, AICP, Director of Community Development
DATE: June 23, 2022
SUBJECT: Set Public Hearing on Status of Funded Activities for State Award of CARES Act Community Development Block Grant Funds (CDBG-CV2)

In May 2020, funding was allocated to Cedar Falls from the CARES Act CDBG funds the State received (referred to as CDBG-CV2, to distinguish from other CARES Act funding the City has received through CDBG). The State proportionally allocated some of the CARES Act CDBG funding they received to CDBG Entitlement Communities throughout the state. Cedar Falls was allocated \$369,432. In January 2021, we entered into a contract for a majority of the funds, subsequently completing amendments in August 2021 and April 2022. We have submitted four requests for reimbursement, as we have completed activities in the approved agreement. Through the fourth claim we have claimed 61% of our total award. The State requires a public hearing on the status of funded activities once a project is reported at 50% complete.

The CDBG-CV2 funds are required to be 80% spent by May 2023 and all funds must be expended by July 2025. Following is an updated summary of the CDBG-CV2 allocation of funds and total spent:

	Amount	Project Delivery	Total Allocated	Total Spent (Claims 1-4)	Percent of Grant
Service Agencies	\$ 134,800.00	\$ 17,092.00	\$ 151,892.00	\$17,036.91	5.16%
City	\$ 83,446.71	\$ 8,342.00	\$ 91,788.71	\$64,190.76	19.43%
Schools	\$ 111,152.00	\$ 14,592.00	\$ 125,744.00	\$119,031.33	36.03%
			\$ 330,406.71	\$200,258.99	60.61%

The Department of Community Development recommends setting a public hearing for July 18, 2022 for public comment or questions regarding the City's status of funded activities under the CDBG-CV2 grant.

Xc: Lisa Roeding, Comptroller/City Treasurer
 Karen Howard, AICP, Planning & Community Services Manager
 Michelle Pezley, Planner III

Daily Invoices for Council Meeting 07/05/22

Item 22.

PREPARED 06/28/2022, 8:54:13
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.81-03						PROFESSIONAL SERVICES / RECORDING FEES				
2193		12/22 AP	06/15/22	0397164		BLACK HAWK CO.RECORDER	47.00		06/17/22	
		RCD:STRM.WTR.MAINT.& RPR.				AGRMT.-DUPACO COMM.CU				
		ACCOUNT TOTAL					47.00	.00	47.00	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2193		12/22 AP	06/09/22	0397165		BOSS MANAGEMENT	633.75		06/17/22	
		REFUND LOCAL PORTION LIC.				MOONSHINE MOB BAR				
		ACCOUNT TOTAL					633.75	.00	633.75	
101-2253-423.72-49 OPERATING SUPPLIES / CHILD CARE SUPPLIES										
2193		12/22 AP	06/14/22	0397163		ANDERSON, CHRISTINE	11.24		06/17/22	
		RMB:TOT LOT SUPPLIES								
		ACCOUNT TOTAL					11.24	.00	11.24	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2235		12/22 AP	06/24/22	0397193		ROSA RUBIO	165.00		06/27/22	
		REF.-BEACH HOUSE DEPOSIT				40% CANCELLATION FEE				
2235		12/22 AP	06/24/22	0397194		ROSA RUBIO	500.00		06/27/22	
		REF.-BEACH HOUSE DEPOSIT								
2235		12/22 AP	06/23/22	0397196		TOMIE SASAKI-HESSELINK	40.00		06/27/22	
		REFUND-FAMILY MEMBERSHIP								
2193		12/22 AP	06/15/22	0397172		SHAWN WILLIAMS	500.00		06/17/22	
		REF.-BEACH HOUSE DEPOSIT								
		ACCOUNT TOTAL					1,205.00	.00	1,205.00	
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2179		12/22 AP	06/07/22	0397161		VEENA SHETTIGAR	250.00		06/15/22	
		REFUND-SECURITY DEPOSIT								
		ACCOUNT TOTAL					250.00	.00	250.00	
101-4511-414.85-01 UTILITIES / UTILITIES										
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	3,663.65		06/17/22	
		UTILITIES THRU 05/25/22								
		ACCOUNT TOTAL					3,663.65	.00	3,663.65	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	144.66		06/17/22	

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
UTILITIES THRU 05/25/22									
ACCOUNT TOTAL						144.66	.00	144.66	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM									
2193	12/22	AP	05/26/22	0397166	BUCK, MATT	115.52			06/17/22
RMB:UNIFORM ALLOWANCE						AMAZON.COM			
ACCOUNT TOTAL						115.52	.00	115.52	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
2225	12/22	AP	06/16/22	0397181	HOEFT, MORGAN	151.99			06/23/22
RMB:TRVL.-CANNABIS IDENT.						ANKENY			
2225	12/22	AP	06/14/22	0397179	CARMAN, GAVIN	50.55			06/23/22
RMB:MEALS-GRANT WRITING						DES MOINES			
2211	12/22	AP	06/09/22	0397174	HELGESON, BROOKE	28.26			06/21/22
RMB:MEALS-SUSPECT INTERV.						CEDAR RAPIDS;MADSEN			
2193	12/22	AP	05/27/22	0397162	ABBOTT, MARISSA	203.87			06/17/22
RMB:MEALS-HOSTAGE NEGOT.						SPRINGFIELD, MO			
2193	12/22	AP	05/18/22	0397171	RUSSELL, PRESTON	58.32			06/17/22
RMB:TRVL-PREC.DRIV.RECERT						JOHNSTON			
ACCOUNT TOTAL						492.99	.00	492.99	
101-5521-415.85-01 UTILITIES / UTILITIES									
2193	12/22	AP	05/25/22	0397168	CEDAR FALLS UTILITIES	2,472.65			06/17/22
UTILITIES THRU 05/25/22									
ACCOUNT TOTAL						2,472.65	.00	2,472.65	
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
2193	12/22	AP	05/25/22	0397168	CEDAR FALLS UTILITIES	107.46			06/17/22
UTILITIES THRU 05/25/22									
ACCOUNT TOTAL						107.46	.00	107.46	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
2193	12/22	AP	06/12/22	0397170	HANCOCK, ADAM	53.48			06/17/22
RMB:UNIFORM ALLOWANCE						KOHL'S			
2193	12/22	AP	06/07/22	0397170	HANCOCK, ADAM	465.72			06/17/22
RMB:UNIFORM ALLOWANCE						KOHL'S			
2193	12/22	AP	02/07/22	0397169	CREIGHTON, RASDASHEIN JOVAN	53.45			06/17/22
RMB:UNIFORM ALLOWANCE						AMAZON.COM			
ACCOUNT TOTAL						572.65	.00	572.65	

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT ----
FUND 101 GENERAL FUND									
101-6613-433.85-01		UTILITIES / UTILITIES							
2193		12/22 AP 05/25/22 0397168				CEDAR FALLS UTILITIES	206.59		06/17/22
		UTILITIES THRU 05/25/22							
ACCOUNT TOTAL							206.59	.00	206.59
101-6616-446.85-01		UTILITIES / UTILITIES							
2193		12/22 AP 05/25/22 0397168				CEDAR FALLS UTILITIES	1,898.53		06/17/22
		UTILITIES THRU 05/25/22							
ACCOUNT TOTAL							1,898.53	.00	1,898.53
101-6623-423.85-01		UTILITIES / UTILITIES							
2193		12/22 AP 05/25/22 0397168				CEDAR FALLS UTILITIES	1,009.43		06/17/22
		UTILITIES THRU 05/25/22							
ACCOUNT TOTAL							1,009.43	.00	1,009.43
101-6625-432.81-44		PROFESSIONAL SERVICES / USGS RIVER GAUGE							
2211		12/22 AP 06/01/22 0397173				CENTURYLINK	62.55		06/21/22
		CEDAR RIVER GAUGE-MAY'22							
ACCOUNT TOTAL							62.55	.00	62.55
101-6633-423.85-01		UTILITIES / UTILITIES							
2193		12/22 AP 05/25/22 0397168				CEDAR FALLS UTILITIES	1,360.88		06/17/22
		UTILITIES THRU 05/25/22							
ACCOUNT TOTAL							1,360.88	.00	1,360.88
FUND TOTAL							14,254.55	.00	14,254.55
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.82-01		COMMUNICATION / TELEPHONE							
2211		12/22 AP 06/06/22 0397177				U.S. CELLULAR	16.00		06/21/22
		CELL PHONE:6/6-7/5/22							
ACCOUNT TOTAL							16.00	.00	16.00
206-6637-436.85-01		UTILITIES / UTILITIES							
2193		12/22 AP 05/25/22 0397168				CEDAR FALLS UTILITIES	2,386.85		06/17/22
		UTILITIES THRU 05/25/22							

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT	
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.85-01 UTILITIES / UTILITIES									
						continued			
ACCOUNT TOTAL						2,386.85	.00		2,386.85
206-6647-436.85-01 UTILITIES / UTILITIES									
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	2,239.15		06/17/22
						UTILITIES THRU 05/25/22			
ACCOUNT TOTAL						2,239.15	.00		2,239.15
FUND TOTAL						4,642.00	.00		4,642.00
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									
2179		12/22 AP	12/01/21	0038591		BUTLER, MICHAEL	509.00		06/15/22
						HAP_COCHRAN C 122021			
						REISSUE CHECK 38043			
2189		12/22 AP	12/01/21	0038043		BUTLER, MICHAEL		509.00	06/16/22
						VOID CHECK-LOST			
						HAP_COCHRAN C 122021			
ACCOUNT TOTAL						509.00	509.00		.00
FUND TOTAL						509.00	509.00		.00
FUND 223 COMMUNITY BLOCK GRANT									
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
2225		12/22 AP	06/21/22	0004743		BLACK HAWK CO.RECORDER	7.00		06/23/22
						RCD:SATISFACT.& DISCHARGE			
						MARIBETH BOELTS			
ACCOUNT TOTAL						7.00	.00		7.00
FUND TOTAL						7.00	.00		7.00
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
2235		12/22 AP	06/23/22	0397195		SIMPSON, MARK	125.00		06/27/22
						CF BASEBALL-DBQ WAHLERT			
						ANNOUNCER			
PROJECT#:						759			
2235		12/22 AP	06/23/22	0397192		JOACHIM, JOHN D	125.00		06/27/22
						CF BASEBALL-DBQ WAHLERT			
						ANNOUNCER			

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued			
PROJECT#:		759							
2235		12/22 AP 06/23/22 0397189				BRALEY, ERIC	125.00		06/27/22
		CF BASEBALL-DBQ WAHLERT				ANNOUNCER			
PROJECT#:		759							
2235		12/22 AP 06/23/22 0397191				DEWITT, JASON	100.00		06/27/22
		CF BASEBALL-DBQ WAHLERT				CAMERA OPERATOR			
PROJECT#:		759							
2235		12/22 AP 06/23/22 0397190				CORNWELL, JOSEPH GLEN	100.00		06/27/22
		CF BASEBALL-DBQ WAHLERT				CAMERA OPERATOR			
PROJECT#:		759							
2225		12/22 AP 06/21/22 0397185				SIMPSON, MARK	125.00		06/23/22
		CF BASEBALL-WATERLOO EAST				ANNOUNCER			
PROJECT#:		759							
2225		12/22 AP 06/21/22 0397183				LONGNECKER, JEREMIAH	125.00		06/23/22
		CF BASEBALL-WATERLOO EAST				ANNOUNCER			
PROJECT#:		759							
2225		12/22 AP 06/21/22 0397180				DEWITT, JASON	100.00		06/23/22
		CF BASEBALL-WATERLOO EAST				CAMERA OPERATOR			
PROJECT#:		759							
2225		12/22 AP 06/21/22 0397187				SURMA, JOSEPH EDWARD	100.00		06/23/22
		CF BASEBALL-WATERLOO EAST				CAMERA OPERATOR			
PROJECT#:		759							
2225		12/22 AP 06/21/22 0397186				STOW, CHRISTIAN	100.00		06/23/22
		CF BASEBALL-WATERLOO EAST				CAMERA OPERATOR			
PROJECT#:		759							
2225		12/22 AP 06/21/22 0397182				KRESS, AGNES M	100.00		06/23/22
		CF BASEBALL-WATERLOO EAST				CAMERA OPERATOR			
PROJECT#:		759							
2211		12/22 AP 06/17/22 0397176				SURMA, JOSEPH EDWARD	135.00		06/21/22
		LIVE TO 9-"BRAD & KATE"				CAMERA OPERATOR			
ACCOUNT TOTAL							1,360.00	.00	1,360.00
FUND TOTAL							1,360.00	.00	1,360.00
FUND 258 PARKING FUND									
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2193		12/22 AP 05/25/22 0397168				CEDAR FALLS UTILITIES	15.75		06/17/22
		UTILITIES THRU 05/25/22							
ACCOUNT TOTAL							15.75	.00	15.75
FUND TOTAL							15.75	.00	15.75

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01 UTILITIES / UTILITIES										
2193		12/22 AP		05/25/22	0397168	CEDAR FALLS UTILITIES	883.32			06/17/22
UTILITIES THRU 05/25/22										
ACCOUNT TOTAL							883.32	.00	883.32	
FUND TOTAL							883.32	.00	883.32	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.85-01 UTILITIES / UTILITIES										
2193		12/22 AP		05/25/22	0397168	CEDAR FALLS UTILITIES	113.75			06/17/22
UTILITIES THRU 05/25/22										
ACCOUNT TOTAL							113.75	.00	113.75	
FUND TOTAL							113.75	.00	113.75	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETSCAPE										
2193		12/22 AP		06/10/22	0397167	CASEY'S MARKETING COMPANY	419.52			06/17/22
3206-CENTER CORR.STSCAPE.										
PROJECT#: 023206										
ACCOUNT TOTAL							419.52	.00	419.52	
FUND TOTAL							419.52	.00	419.52	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
-----TRANSACTION-----										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
FUND 430 2004 TIF BOND										
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
FUND 439 2022 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.98-88 CAPITAL PROJECTS / ASHWORTH DR TO HUDSON RD										
2225				12/22 AP 06/21/22	0397178	BLACK HAWK CO.RECORDER	5.00		06/23/22	
				3244-ASHWORTH DRIVE EXT.		WARRANTY DEED-NICOLS				
PROJECT#: 023244										
ACCOUNT TOTAL							5.00	.00	5.00	
FUND TOTAL							5.00	.00	5.00	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
551-6685-436.85-01 UTILITIES / UTILITIES										
2193				12/22 AP 05/25/22	0397168	CEDAR FALLS UTILITIES	2,065.94		06/17/22	
				UTILITIES THRU 05/25/22						
ACCOUNT TOTAL							2,065.94	.00	2,065.94	
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
2193				12/22 AP 05/25/22	0397168	CEDAR FALLS UTILITIES	6,093.33		06/17/22	
				UTILITIES THRU 05/25/22						
ACCOUNT TOTAL							6,093.33	.00	6,093.33	

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT	
FUND 551 REFUSE FUND									
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN			
2235		12/22 AP	06/15/22	0397188		BLACK HAWK CO.LANDFILL	24,801.69		06/27/22
						LANDFILL SRV:6/1-6/15/22			
						ACCOUNT TOTAL	24,801.69	.00	24,801.69
						FUND TOTAL	32,960.96	.00	32,960.96
FUND 552 SEWER RENTAL FUND									
552-6655-436.85-01						UTILITIES / UTILITIES			
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	3,506.73		06/17/22
						UTILITIES THRU 05/25/22			
						ACCOUNT TOTAL	3,506.73	.00	3,506.73
552-6665-436.85-01						UTILITIES / UTILITIES			
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	18,195.79		06/17/22
						UTILITIES THRU 05/25/22			
						ACCOUNT TOTAL	18,195.79	.00	18,195.79
552-6665-436.86-33						REPAIR & MAINTENANCE / SLUDGE REMOVAL			
2235		12/22 AP	06/15/22	0397188		BLACK HAWK CO.LANDFILL	102.24		06/27/22
						LANDFILL SRV:6/1-6/15/22			
						ACCOUNT TOTAL	102.24	.00	102.24
552-6665-436.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING			
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	6,093.33		06/17/22
						UTILITIES THRU 05/25/22			
						ACCOUNT TOTAL	6,093.33	.00	6,093.33
						FUND TOTAL	27,898.09	.00	27,898.09
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING			
2193		12/22 AP	05/25/22	0397168		CEDAR FALLS UTILITIES	6,093.33		06/17/22
						UTILITIES THRU 05/25/22			
						ACCOUNT TOTAL	6,093.33	.00	6,093.33

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
FUND TOTAL							6,093.33	.00	6,093.33	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT				
2179		12/22 AP		06/01/22	0397159	CENTURYLINK	73.55		06/15/22	
CITY PHONE SERV.-JUNE'22										
ACCOUNT TOTAL							73.55	.00	73.55	
FUND TOTAL							73.55	.00	73.55	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
681-1902-457.51-10						INSURANCE / HEALTH SEVERANCE PAYMENTS				
2211		12/22 AP		06/20/22	0397175	LUX, JOSH	105.27		06/21/22	
RMB:HEALTH SEV.1/2 APR'22										
2211		12/22 AP		06/20/22	0397175	LUX, JOSH	105.27		06/21/22	
RMB:HEALTH SEV.1/2 MAY'22										
2211		12/22 AP		06/20/22	0397175	LUX, JOSH	105.27		06/21/22	
RMB:HEALTH SEV.1/2 MAY'22										
2211		12/22 AP		06/20/22	0397175	LUX, JOSH	105.27		06/21/22	
RMB:HEALTH SEV.1/2 JUN'22										
ACCOUNT TOTAL							421.08	.00	421.08	
FUND TOTAL							421.08	.00	421.08	
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
FUND 686 PAYROLL FUND										
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE				
2179		12/22 AP		06/15/22	0397158	CEDAR VALLEY UNITED WAY	276.00		06/15/22	
2ND QTR 2022 CONTRIPUTION										
2179		12/22 AP		06/15/22	0397160	TEAMSTERS LOCAL #238	4,407.56		06/15/22	
UNION DUES-JUNE 2022										
ACCOUNT TOTAL							4,683.56	.00	4,683.56	
FUND TOTAL							4,683.56	.00	4,683.56	

PREPARED 06/28/2022, 8:54:13
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
16		01/23 AP		06/22/22	0397184	MADISON NATIONAL LIFE INS.CO.	2,428.00		06/23/22
GROUP LIFE BINDER CK-JULY									
ACCOUNT TOTAL							2,428.00	.00	2,428.00
FUND TOTAL							2,428.00	.00	2,428.00
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							96,768.46	509.00	96,259.46

Council Invoices for Council Meeting 07/05/22

Item 22.

PREPARED 06/28/2022, 8:47:25
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	1.53		06/28/22
		CALC.RIBBON							
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	28.49		06/28/22
		COPY PAPER							
2195		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	1.16		06/28/22
		PENS,SCISSORS							
ACCOUNT TOTAL							31.18	.00	31.18
101-1008-441.87-01 RENTALS / RENTALS									
17		01/23 AP	06/13/22	00000000		QUADIENT, INC.	162.00		06/28/22
		POSTAGE METER RENTAL							
ACCOUNT TOTAL							162.00	.00	162.00
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	.62		06/28/22
		CALC.RIBBON							
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	5.70		06/28/22
		COPY PAPER							
2195		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	.46		06/28/22
		PENS,SCISSORS							
ACCOUNT TOTAL							6.78	.00	6.78
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	2.06		06/28/22
		CALC.RIBBON							
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	34.19		06/28/22
		COPY PAPER							
2195		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	1.54		06/28/22
		PENS,SCISSORS							
ACCOUNT TOTAL							37.79	.00	37.79
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	.62		06/28/22
		CALC.RIBBON							
2195		12/22 AP	06/16/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	22.79		06/28/22
		COPY PAPER							
2195		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	.46		06/28/22
		PENS,SCISSORS							
ACCOUNT TOTAL							23.87	.00	23.87

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
2195				12/22	AP 06/16/22 0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28		06/28/22
						ACCOUNT TOTAL	2.28	.00	2.28
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES									
2238				12/22	AP 06/24/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		06/28/22
						JOB AD:PT FINANCIAL CLERK 6/23/22 DISPLAY/WEB AD			
2238				12/22	AP 06/24/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		06/28/22
						JOB AD:PT ADMIN ASSISTANT 6/23/22 DISPLAY/WEB AD			
2195				12/22	AP 06/13/22 0000000	COTTINGHAM & BUTLER INSURANCE	275.00		06/28/22
						CIVIL SERVICE REVIEW COMM.SERVICE COORD.			
2195				12/22	AP 06/10/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		06/28/22
						JOB AD:PUB.SAFETY OFFICER 6/9/22 DISPLAY/WEB AD			
2195				12/22	AP 06/10/22 0000000	CEDAR VALLEY SAVER, INC.	75.00		06/28/22
						JOB AD:CD INSPECTOR 6/9/22 DISPLAY/WEB AD			
2195				12/22	AP 05/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	450.00		06/28/22
						MONTHLY DIGITAL IMPRESSNS ONLINE			
2195				12/22	AP 05/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.40		06/28/22
						NOW HIRING COURIER			
2195				12/22	AP 05/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	48.15		06/28/22
						JOB AD:PT FINANCIAL CLERK COURIER			
2195				12/22	AP 05/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	46.08		06/28/22
						JOB AD:PT LABORERS COURIER			
2195				12/22	AP 05/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.40		06/28/22
						JOB AD:SEASONAL LABORERS COURIER			
2195				12/22	AP 05/29/22 0000000	COURIER COMMUNICATIONS-ADVERT	46.08		06/28/22
						JOB AD:PW SUPERVISOR COURIER			
2195				12/22	AP 05/25/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22
						NOW HIRING PULSE			
2195				12/22	AP 05/25/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22
						JOB AD:PT FINANCIAL CLERK PULSE			
2195				12/22	AP 05/25/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22
						JOB AD:PT LABORERS PULSE			
2195				12/22	AP 05/25/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22
						JOB AD:SEASONAL LABORERS PULSE			
2195				12/22	AP 05/25/22 0000000	COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22
						JOB AD:PW SUPERVISOR PULSE			
2195				12/22	AP 05/23/22 0000000	COURIER COMMUNICATIONS-ADVERT	39.00		06/28/22
						SEARCH BOOST ONLINE			
2195				12/22	AP 05/22/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.40		06/28/22
						NOW HIRING COURIER			
2195				12/22	AP 05/22/22 0000000	COURIER COMMUNICATIONS-ADVERT	48.15		06/28/22
						JOB AD:PT FINANCIAL CLERK COURIER			
2195				12/22	AP 05/22/22 0000000	COURIER COMMUNICATIONS-ADVERT	46.06		06/28/22
						JOB AD:PT LABORERS COURIER			
2195				12/22	AP 05/22/22 0000000	COURIER COMMUNICATIONS-ADVERT	54.40		06/28/22
						JOB AD:SEASONAL LABORERS COURIER			

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.81-53						PROFESSIONAL SERVICES / JOB NOTICES	continued			
2195	12/22	AP	05/22/22	00000000		COURIER COMMUNICATIONS-ADVERT	46.06		06/28/22	
		JOB AD:PW				SUPERVISOR				
2195	12/22	AP	05/18/22	00000000		COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22	
		NOW HIRING				PULSE				
2195	12/22	AP	05/18/22	00000000		COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22	
		JOB AD:PT				FINANCIAL CLERK				
2195	12/22	AP	05/18/22	00000000		COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22	
		JOB AD:PT				LABORERS				
2195	12/22	AP	05/18/22	00000000		COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22	
		JOB AD:SEASONAL				LABORERS				
2195	12/22	AP	05/18/22	00000000		COURIER COMMUNICATIONS-ADVERT	29.40		06/28/22	
		JOB AD:PW				SUPERVISOR				
2195	12/22	AP	05/15/22	00000000		COURIER COMMUNICATIONS-ADVERT	54.40		06/28/22	
		NOW HIRING				COURIER				
2195	12/22	AP	05/15/22	00000000		COURIER COMMUNICATIONS-ADVERT	77.15		06/28/22	
		JOB AD:PT				FINANCIAL CLERK				
2195	12/22	AP	05/15/22	00000000		COURIER COMMUNICATIONS-ADVERT	75.06		06/28/22	
		JOB AD:PT				LABORERS				
2195	12/22	AP	05/15/22	00000000		COURIER COMMUNICATIONS-ADVERT	83.40		06/28/22	
		JOB AD:SEASONAL				LABORERS				
2195	12/22	AP	05/15/22	00000000		COURIER COMMUNICATIONS-ADVERT	75.06		06/28/22	
		JOB AD:PW				SUPERVISOR				
2195	12/22	AP	05/11/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:PT				REC CTR FR DESK				
2195	12/22	AP	05/11/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:PT				LIBRARY ASSIST				
2195	12/22	AP	05/08/22	00000000		COURIER COMMUNICATIONS-ADVERT	950.00		06/28/22	
		MOBILE LOCATION				TARGETING				
2195	12/22	AP	05/08/22	00000000		COURIER COMMUNICATIONS-ADVERT	500.00		06/28/22	
		PPC CAMPAIGN				AMP DIGITAL				
2195	12/22	AP	05/08/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:PT				REC CTR FR DESK				
2195	12/22	AP	05/08/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:PT				LIBRARY ASSIST				
2195	12/22	AP	05/08/22	00000000		COURIER COMMUNICATIONS-ADVERT	83.40		06/28/22	
		NOW HIRING				COURIER				
2195	12/22	AP	05/04/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:REC				CENTER				
2195	12/22	AP	05/04/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:ENGINEERING				INTERN				
2195	12/22	AP	05/04/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:HEARST				SUPERVISOR				
2195	12/22	AP	05/04/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:PT				REC CTR FR DESK				
2195	12/22	AP	05/04/22	00000000		COURIER COMMUNICATIONS-ADVERT	24.00		06/28/22	
		JOB AD:PT				LIBRARY ASSIST				
ACCOUNT TOTAL							3,970.65	.00	3,970.65	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-99						PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION			
2195		12/22	AP	06/13/22	00000000	COTTINGHAM & BUTLER INSURANCE	825.00		06/28/22
						CIVIL SERVICE REVIEW			
						H.EQUITY,IS TECH,PW SUPR			
						ACCOUNT TOTAL	825.00	.00	825.00
101-1038-441.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
17		01/23	AP	06/01/22	00000000	DMEC	330.00		06/28/22
						EMPLOYER MEMBERSHIP			
						ACCOUNT TOTAL	330.00	.00	330.00
101-1038-441.89-82 MISCELLANEOUS SERVICES / SECTION 105									
2238		12/22	AP	06/30/22	00000000	UNITED STATES TREASURY	574.74		06/28/22
						PCORI FEES-HRA PLAN 2021			
						ACCOUNT TOTAL	574.74	.00	574.74
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2195		12/22	AP	06/16/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	.31		06/28/22
						CALC.RIBBON			
2195		12/22	AP	06/16/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		06/28/22
						COPY PAPER			
2195		12/22	AP	06/08/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	.23		06/28/22
						PENS,SCISSORS			
						ACCOUNT TOTAL	5.10	.00	5.10
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS									
2210		12/22	AP	06/01/22	00000000	REDFERN,MASON,LARSEN & MOORE,	95.00		06/28/22
						LGL:GREENHILL VILL.9TH AD			
						05/02/22-05/31/22			
PROJECT#:						023006			
17		01/23	AP	07/01/22	00000000	AHLERS AND COONEY, P.C.	3,900.00		06/28/22
						LEGAL SERVICES-JUL'22			
17		01/23	AP	07/01/22	00000000	SWISHER & COHRT, P.L.C.	2,600.00		06/28/22
						LEGAL SERVICES-JUL'22			
						ACCOUNT TOTAL	6,595.00	.00	6,595.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
17		01/23	AP	07/01/22	00000000	SWISHER & COHRT, P.L.C.	1,000.00		06/28/22
						LEGAL SERVICES-JUL'22			
						ACCOUNT TOTAL	1,000.00	.00	1,000.00

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1118-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2195		12/22 AP		06/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		06/28/22	
		COPY PAPER								
2217		12/22 AP		06/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.25		06/28/22	
		POST ITS,CORRECTION TAPE								
ACCOUNT TOTAL							3.53	.00	3.53	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2195		12/22 AP		06/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		06/28/22	
		COPY PAPER								
ACCOUNT TOTAL							2.28	.00	2.28	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2195		12/22 AP		05/31/22	0000000	CIVICPLUS	8,135.64		06/28/22	
		SUPP.#12 CODE OF ORDS								
ACCOUNT TOTAL							8,135.64	.00	8,135.64	
101-1199-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
17		01/23 AP		06/15/22	0000000	IOWA LEAGUE-CITIES	220.00		06/28/22	
		REG.ANNUAL CONF.K DUNN WATERLOO 9/28-9/30/22								
ACCOUNT TOTAL							220.00	.00	220.00	
101-1199-441.88-20 OUTSIDE AGENCIES / LOBBYIST										
17		01/23 AP		07/01/22	0000000	COPE MURPHY+CO LLP	4,500.00		06/28/22	
		LOBBYING FEE-JULY 2022								
ACCOUNT TOTAL							4,500.00	.00	4,500.00	
101-1199-441.89-11 MISCELLANEOUS SERVICES / LEAGUE DUES										
17		01/23 AP		06/15/22	0000000	IOWA LEAGUE-CITIES	12,461.00		06/28/22	
		2022-2023 MEMBERSHIP DUES 7/1/22-6/30/23								
ACCOUNT TOTAL							12,461.00	.00	12,461.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
17		01/23 AP		06/15/22	0000000	ASCAP	390.00		06/28/22	
		ANNUAL MUSIC LICENSE FEE								
ACCOUNT TOTAL							390.00	.00	390.00	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2218		12/22 AP		06/20/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.89		06/28/22
		11X17 PAPER, LEGAL PAPER							
2218		12/22 AP		06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.66		06/28/22
		COPY PAPER							
ACCOUNT TOTAL							11.55	.00	11.55
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2218		12/22 AP		06/20/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	31.75		06/28/22
		11 X17 PAPER, LEGAL PAPER							
2218		12/22 AP		06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.47		06/28/22
		BATTERIES							
2218		12/22 AP		06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.49		06/28/22
		COPY PAPER							
2218		12/22 AP		06/03/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.22		06/28/22
		LABELS							
ACCOUNT TOTAL							53.93	.00	53.93
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
2218		12/22 AP		06/17/22	0000000	PROFESSIONAL LAWN CARE, LLC	380.00		06/28/22
		CODE ENF.MOW-1014 W 9TH							
2218		12/22 AP		06/15/22	0000000	PROFESSIONAL LAWN CARE, LLC	285.00		06/28/22
		CODE ENF.MOW-216 IOWA							
2218		12/22 AP		06/13/22	0000000	PROFESSIONAL LAWN CARE, LLC	285.00		06/28/22
		CODE ENF.MOW-2300 TREMONT							
2218		12/22 AP		06/09/22	0000000	PROFESSIONAL LAWN CARE, LLC	546.25		06/28/22
		CODE ENF.MOW-1210 W 19TH							
2218		12/22 AP		06/09/22	0000000	PROFESSIONAL LAWN CARE, LLC	475.00		06/28/22
		CODE EN.MOW-2208 COVENTRY							
2218		12/22 AP		06/09/22	0000000	PROFESSIONAL LAWN CARE, LLC	593.75		06/28/22
		CODE EN.MOW-3120 HOMEWAY							
2218		12/22 AP		06/09/22	0000000	PROFESSIONAL LAWN CARE, LLC	95.00		06/28/22
		CODE ENF-3120 HOMEWAY							
2218		12/22 AP		06/09/22	0000000	PROFESSIONAL LAWN CARE, LLC	712.50		06/28/22
		CODE MOW-8702 UNIVERSITY							
ACCOUNT TOTAL							3,372.50	.00	3,372.50
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2218		12/22 AP		06/20/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	25.41		06/28/22
		11 X17 PAPER, LEGAL PAPER							
2218		12/22 AP		06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.60		06/28/22
		COPY PAPER							
ACCOUNT TOTAL							33.01	.00	33.01

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
2180		12/22 AP	06/14/22	00000000		AWARDS, GIFTS & ENGRAVING	8.25		06/28/22
						NAME TAG			
2180		12/22 AP	06/10/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	93.75		06/28/22
						LABEL MAKER TAPE			
2180		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	22.98		06/28/22
						NOTEBOOKS			
						ACCOUNT TOTAL	124.98	.00	124.98
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES									
2223		12/22 AP	06/22/22	00000000		WATERLOO BASEBALL CLUB	760.00		06/28/22
						061622 BUCKS GAME OUTING 95 TICKETS			
2180		12/22 AP	05/30/22	00000000		XPRESSIONS	1,232.25		06/28/22
						T-SHIRTS FOR CAMP CF			
						ACCOUNT TOTAL	1,992.25	.00	1,992.25
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
2223		12/22 AP	06/21/22	00000000		PANTHER VOLLEYBALL CAMPS LLC	140.00		06/28/22
						4 VOLLEYLITES			
2180		12/22 AP	05/30/22	00000000		XPRESSIONS	465.00		06/28/22
						T-SHIRTS YOUTH SPORTS			
2180		12/22 AP	05/30/22	00000000		XPRESSIONS	620.00		06/28/22
						T-SHIRTS T-BALL			
2180		12/22 AP	05/30/22	00000000		XPRESSIONS	689.75		06/28/22
						T-SHIRTS-AMVETS			
2180		12/22 AP	05/30/22	00000000		XPRESSIONS	620.00		06/28/22
						STAFF T-SHIRTS			
2194		12/22 AP	05/06/22	00000000		COOLEY PUMPING, LLC	95.00		06/28/22
						UNIT SERVICE REC CENTER LIONS FIELD ADAMS ST			
						ACCOUNT TOTAL	2,629.75	.00	2,629.75
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT									
2223		12/22 AP	06/21/22	00000000		PANTHER VOLLEYBALL CAMPS LLC	168.00		06/28/22
						4 WHITE VOLLEYBALLS			
						ACCOUNT TOTAL	168.00	.00	168.00
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS									
2194		12/22 AP	06/14/22	00000000		PAPA JOHN'S PIZZA	72.00		06/28/22
						PIZZA FAC CONCESSIONS			
2194		12/22 AP	06/14/22	00000000		PAPA JOHN'S PIZZA	72.00		06/28/22
						PIZZA FAC CONCESSIONS			
2194		12/22 AP	06/14/22	00000000		PAPA JOHN'S PIZZA	48.00		06/28/22

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS						continued				
PIZZA FAC CONCESSIONS										
2194		12/22 AP	06/13/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
PIZZA FAC CONCESSIONS										
2180		12/22 AP	06/12/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/12/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/12/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/12/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/11/22	0000000	PAPA JOHN'S PIZZA	24.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/09/22	0000000	MYERS-COX COMPANY	707.06			06/28/22	
CONCESSIONS ORDER										
2180		12/22 AP	06/09/22	0000000	PAPA JOHN'S PIZZA	72.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/09/22	0000000	PAPA JOHN'S PIZZA	64.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/08/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/08/22	0000000	PAPA JOHN'S PIZZA	24.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/07/22	0000000	PAPA JOHN'S PIZZA	48.00			06/28/22	
CONCESSIONS PIZZA										
2180		12/22 AP	06/07/22	0000000	PAPA JOHN'S PIZZA	64.00			06/28/22	
CONCESSIONS PIZZA										
ACCOUNT TOTAL						1,483.06	.00		1,483.06	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
2180		12/22 AP	06/10/22	0000000	ACCO UNLIMITED CORPORATION	2,230.00			06/28/22	
CL2 & ACID ORDER										
ACCOUNT TOTAL						2,230.00	.00		2,230.00	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2227		12/22 AP	05/31/22	0000000	ROYALTURF INC	393.75			06/28/22	
FLOWER BED TREATMENT										
ACCOUNT TOTAL						393.75	.00		393.75	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
2194		12/22 AP	06/16/22	0000000	CORY'S PAINTING, L.L.C.	1,773.55			06/28/22	
PAINTING REC CENTER										
ACCOUNT TOTAL						1,773.55	.00		1,773.55	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	-----TRANSACTION----- CD DATE NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND							
101-2253-423.86-31			REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.				
2223			12/22 AP 06/17/22 00000000	CITY LAUNDERING CO.	176.91		06/28/22
			RESTOCK 1ST AID CABINET				
2194			12/22 AP 06/16/22 00000000	OUTDOOR & MORE	533.56		06/28/22
			GAS EDGER AND BLADES				
2194			12/22 AP 06/15/22 00000000	PLUMB TECH INC.	180.00		06/28/22
			HEATER REPAIR-LAP POOL				
2227			12/22 AP 06/13/22 00000000	WATERLOO TENT & TARP COMPANY	130.00		06/28/22
			REPAIR UMBRELLA				
2194			12/22 AP 06/08/22 00000000	PLUMB TECH INC.	548.68		06/28/22
			8IN ELBOW LAP REPAIR FAC				
2194			12/22 AP 05/06/22 00000000	DENNIS C. CHRISTENSEN & SONS,	2,705.00		06/28/22
			CONCRETE REPAIR FAC				
			ACCOUNT TOTAL		4,274.15	.00	4,274.15
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES							
2183			12/22 AP 06/17/22 00000000	TIMMERMAN, CLAIRE	125.00		06/28/22
			POTTERY DEMONSTRATION FOR	SCHWARZ RECEPTION			
2183			12/22 AP 06/16/22 00000000	DRAKE, JANET	100.00		06/28/22
			CREATED COMMUNITY ART	PROJECT QUILT.BIODIVERSIT			
2183			12/22 AP 06/10/22 00000000	ARAMARK	9.84		06/28/22
			RUG SERVICE				
2183			12/22 AP 05/27/22 00000000	ARAMARK	9.84		06/28/22
			RUG SERVICE				
2183			12/22 AP 05/13/22 00000000	ARAMARK	13.74		06/28/22
			RUG SERVICE				
1			01/23 AP 06/10/22 00000000	NORTHEAST IOWA WEAVERS & SPIN	100.00		06/28/22
			ARTISAN DEMONSTRATION FOR	ARTISAN IN THE GARDEN 7/17			
1			01/23 AP 05/24/22 00000000	HARTON, HELEN	100.00		06/28/22
			DANCE PERFORMANCE ARTISAN	IN THE GARDEN 7/17/22			
1			01/23 AP 05/24/22 00000000	CASS, FELICIA	137.50		06/28/22
			WRKSHF-RHYTHM SKY,STONE	WORKSHOP 7/9/22			
1			01/23 AP 05/24/22 00000000	SORENSON, NICK	350.00		06/28/22
			CONCERT PERFORMANCE FOR	PARTY ON THE PATIO 7/7/22			
1			01/23 AP 05/24/22 00000000	SCHUERMAN, SUSANNA L	137.50		06/28/22
			EARTH WHISPERER WORKSHOP	7/9/22			
1			01/23 AP 05/13/22 00000000	WILSON, TRAVIS	350.00		06/28/22
			CONCERT PERFORMANCE	PARTY ON THE PATIO 7/14			
			ACCOUNT TOTAL		1,433.42	.00	1,433.42
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES							
2195			12/22 AP 06/16/22 00000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		06/28/22
			COPY PAPER				
			ACCOUNT TOTAL		4.56	.00	4.56

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY				
2220				12/22	AP 06/10/22 0000000	ARAMARK	8.45		06/28/22	
						TOWELS-STATION #1				
2220				12/22	AP 06/10/22 0000000	ARAMARK	19.58		06/28/22	
						TOWELS;MATS-PSS BUILDING				
2220				12/22	AP 05/27/22 0000000	ARAMARK	7.25		06/28/22	
						TOWELS-STATION #1				
2220				12/22	AP 05/27/22 0000000	ARAMARK	13.65		06/28/22	
						TOWELS;MATS-PSS BUILDING				
2220				12/22	AP 05/13/22 0000000	ARAMARK	7.25		06/28/22	
						TOWELS-STATION #1				
2220				12/22	AP 05/13/22 0000000	ARAMARK	13.65		06/28/22	
						TOWELS;MATS-PSS BUILDING				
ACCOUNT TOTAL							69.83	.00	69.83	
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
2220				12/22	AP 06/22/22 0000000	O'DONNELL ACE HARDWARE	17.69		06/28/22	
						BATTERIES				
ACCOUNT TOTAL							17.69	.00	17.69	
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
14				01/23	AP 06/01/22 0000000	NATIONAL FIRE PROTECTION ASSO	1,345.50		06/28/22	
						MEMB.RENEWAL-ALL ACCESS				
						THRU 07/19/23				
ACCOUNT TOTAL							1,345.50	.00	1,345.50	
101-4511-414.72-19 OPERATING SUPPLIES / PRINTING										
2220				12/22	AP 06/06/22 0000000	STOREY KENWORTHY	184.88		06/28/22	
						CFFR CALENDAR CARDS				
ACCOUNT TOTAL							184.88	.00	184.88	
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2224				12/22	AP 04/26/22 0000000	SIGNS BY TOMORROW	316.00		06/28/22	
						ADDRESS NUMBERS-PSS BLDG.				
ACCOUNT TOTAL							316.00	.00	316.00	
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
2220				12/22	AP 06/06/22 0000000	SIGNS BY TOMORROW	129.95		06/28/22	
						LABELING FOR LADDER-511				
ACCOUNT TOTAL							129.95	.00	129.95	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.81-46						PROFESSIONAL SERVICES / EMERGENCY MANAGEMENT				
14		01/23 AP		06/01/22	0000000	BLACK HAWK CO.EMERGENCY MGMT.	50,478.17			06/28/22
						FY23 EMA OPERATING BUDGET				
						ACCOUNT TOTAL	50,478.17	.00	50,478.17	
101-4511-414.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
15		01/23 AP		06/02/22	0000000	BLACK HAWK CO.AUDITOR	40,852.59			06/28/22
						FY23 Q1 CONSOLIDATED COMM				
						ACCOUNT TOTAL	40,852.59	.00	40,852.59	
101-4511-414.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
14		01/23 AP		06/01/22	0000000	LEXIPOL	2,310.00			06/28/22
						FIRE & EMS PLATFORM 07/01/22-06/30/23				
						ACCOUNT TOTAL	2,310.00	.00	2,310.00	
101-4511-414.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2220		12/22 AP		06/10/22	0000000	PROSHIELD FIRE & SECURITY	611.00			06/28/22
						EXT.INSP./RECHARGE 1718 MAIN STREET				
2220		12/22 AP		05/23/22	0000000	OUTDOOR & MORE	296.97			06/28/22
						HIGH OCTANE FUEL				
						ACCOUNT TOTAL	907.97	.00	907.97	
101-4511-414.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
2220		12/22 AP		06/15/22	0000000	GALLS, LLC	127.95			06/28/22
						BOOTS-KEVIN HERNANDEZ				
						ACCOUNT TOTAL	127.95	.00	127.95	
101-5521-415.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2195		12/22 AP		06/16/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			06/28/22
						COPY PAPER				
						ACCOUNT TOTAL	4.56	.00	4.56	
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2224		12/22 AP		06/15/22	0000000	RASMUSSEN CO., THE	75.00			06/28/22
						TOW CHEVY COBALT-DRIVER ARRESTED;#22-044646				
2220		12/22 AP		06/10/22	0000000	ARAMARK	19.58			06/28/22
						TOWELS;MATS-PSS BUILDING				
2224		12/22 AP		06/08/22	0000000	RASMUSSEN CO., THE	75.00			06/28/22

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	----	TRANSACTION----					
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
						TOW PD#20-DISABLED			
2220		12/22 AP	05/27/22	00000000		ARAMARK	13.65		06/28/22
						TOWELS;MATS-PSS BUILDING			
2224		12/22 AP	05/24/22	00000000		RASMUSSEN CO., THE	205.00		06/28/22
						TOW STOLEN TOYOTA AVALON #22-038161;FROM TRIPOLI			
2220		12/22 AP	05/13/22	00000000		ARAMARK	13.65		06/28/22
						TOWELS;MATS-PSS BUILDING			
						ACCOUNT TOTAL	401.88	.00	401.88
101-5521-415.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2224		12/22 AP	04/26/22	00000000		SIGNS BY TOMORROW	316.00		06/28/22
						ADDRESS NUMBERS-PSS BLDG.			
						ACCOUNT TOTAL	316.00	.00	316.00
101-5521-415.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH									
15		01/23 AP	06/02/22	00000000		BLACK HAWK CO.AUDITOR	81,706.41		06/28/22
						FY23 Q1 CONSOLIDATED COMM			
						ACCOUNT TOTAL	81,706.41	.00	81,706.41
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
2224		12/22 AP	05/31/22	00000000		IOWA LAW ENFORCEMENT ACADEMY	300.00		06/28/22
						BIKE PATROL SCH.-S.DOUGAN JOHNSTON;5/2-5/5/22			
2224		12/22 AP	05/31/22	00000000		IOWA LAW ENFORCEMENT ACADEMY	300.00		06/28/22
						BIKE PATROL SCH-L.SCHMIDT JOHNSTON;5/2-5/5/22			
15		01/23 AP	12/15/21	00000000		BLACK HAWK CO.SHERIFF	500.00		06/28/22
						BHCO TRAINING RANGE FEE 07/01/22-06/30/23			
						ACCOUNT TOTAL	1,100.00	.00	1,100.00
101-5521-415.93-01 EQUIPMENT / EQUIPMENT									
2224		12/22 AP	06/14/22	00000000		KELTEK INCORPORATED	1,214.40		06/28/22
						DOCKING STATION LIGHTS SQUAD CARS			
15		01/23 AP	04/28/22	00000000		CELLEBRITE USA, INC.	4,300.00		06/28/22
						CELL PHONE DATA DOWNLOAD 07/13/22-07/12/23			
						ACCOUNT TOTAL	5,514.40	.00	5,514.40
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
2224		12/22 AP	06/01/22	00000000		WATERLOO, CITY OF	8,520.75		06/28/22
						ANIMAL CALLS;5/1-5/31/22			
2224		12/22 AP	06/01/22	00000000		CEDAR BEND HUMANE SOCIETY	3,138.00		06/28/22

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY							continued			
MAY'22 ANIMAL SURRENDER										
ACCOUNT TOTAL							11,658.75	.00	11,658.75	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2217		12/22 AP	06/17/22	00000000		STOKES WELDING	92.96		06/28/22	
GEAR HEAD-WEED EATERS										
2217		12/22 AP	06/15/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	1.68		06/28/22	
POST ITS,CORRECTION TAPE										
ACCOUNT TOTAL							94.64	.00	94.64	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2217		12/22 AP	06/15/22	00000000		JOHNSTONE SUPPLY OF WATERLOO	61.68		06/28/22	
HVAC FILTERS										
PROJECT#: 062501										
2217		12/22 AP	06/15/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	1.25		06/28/22	
POST ITS,CORRECTION TAPE										
2217		12/22 AP	06/15/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	43.28		06/28/22	
TISSUE,CLEANER,TOWEL,SOAP										
PROJECT#: 062505										
2217		12/22 AP	06/15/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	93.49		06/28/22	
TISSUE,CLEANER,TOWEL,SOAP										
PROJECT#: 062510										
2217		12/22 AP	06/15/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	387.28		06/28/22	
TISSUE,CLEANER,TOWEL,SOAP										
PROJECT#: 062511										
2217		12/22 AP	06/09/22	00000000		ECHO GROUP, INC.	171.00		06/28/22	
LIGHT BULBS										
PROJECT#: 062503										
2190		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	62.43		06/28/22	
TISSUE, TOWELS, SOAP										
PROJECT#: 062501										
2190		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	298.30		06/28/22	
TISSUE, TOWELS, SOAP										
PROJECT#: 062506										
2190		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	419.58		06/28/22	
TISSUE, TOWELS, SOAP										
PROJECT#: 062507										
2190		12/22 AP	06/08/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	49.67		06/28/22	
TISSUE, TOWELS, SOAP										
PROJECT#: 062509										
2217		12/22 AP	06/08/22	00000000		ECHO GROUP, INC.	695.70		06/28/22	
GALLERY LIGHTING										
PROJECT#: 062505										
2190		12/22 AP	06/07/22	00000000		O'DONNELL ACE HARDWARE	10.68		06/28/22	
SPOT REMOVER,OUTLET COVER										

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
-----TRANSACTION-----									
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#: 062503									
2178		12/22	AP	06/03/22	00000000	ECHO GROUP, INC.	183.60		06/28/22
LIGHT BULBS									
PROJECT#: 062503									
2178		12/22	AP	06/03/22	00000000	ECHO GROUP, INC.	183.60		06/28/22
LIGHT BULBS									
PROJECT#: 062503									
2217		12/22	AP	06/01/22	00000000	INTERSTATE ALL BATTERY CENTER	332.40		06/28/22
BATTERIES-FLOOR SCRUBBER									
PROJECT#: 062507									
2178		12/22	AP	05/31/22	00000000	MENARDS-CEDAR FALLS	304.47		06/28/22
CO2 DETECTOR,LIGHTS,HANGR									
PROJECT#: 062511									
2190		12/22	AP	05/04/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	51.62		06/28/22
TRASH LINERS									
PROJECT#: 062507									
ACCOUNT TOTAL							3,350.03	.00	3,350.03
101-6616-446.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2190		12/22	AP	06/08/22	00000000	O'DONNELL ACE HARDWARE	23.99		06/28/22
PLIERS									
PROJECT#: 062501									
2178		12/22	AP	06/03/22	00000000	CENTRAL IOWA DISTRIBUTING INC	8,270.00		06/28/22
FLOOR SCRUBBER-LIBRARY						PW03252			
PROJECT#: 062503									
ACCOUNT TOTAL							8,293.99	.00	8,293.99
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2190		12/22	AP	06/13/22	00000000	MILLER WINDOW SERVICE	80.00		06/28/22
WINDOW WASHING									
PROJECT#: 062515									
2178		12/22	AP	06/10/22	00000000	ALLIED GLASS PRODUCTS	192.00		06/28/22
EXTERIOR DOOR REPAIR									
PROJECT#: 062509									
2217		12/22	AP	06/09/22	00000000	MENARDS-CEDAR FALLS	42.99		06/28/22
CARBON MONO.DETECTOR						BOILER ROOM			
PROJECT#: 062511									
2190		12/22	AP	06/06/22	00000000	O'DONNELL ACE HARDWARE	1.98		06/28/22
OUTLET COVER									
PROJECT#: 062503									
2178		12/22	AP	06/01/22	00000000	COOLEY PUMPING, LLC	145.00		06/28/22
DRAIN CLEANING									
PROJECT#: 062506									
2178		12/22	AP	05/31/22	00000000	MENARDS-CEDAR FALLS	12.49		06/28/22
PLUMBING FITTINGS									

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	----TRANSACTION----						CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued				
PROJECT#:		062514								
2178		12/22 AP	05/27/22	00000000		CHRISTIE DOOR COMPANY	371.25		06/28/22	
		OVERHEAD DOOR REPAIR								
PROJECT#:		062510								
2190		12/22 AP	05/26/22	00000000		PLUMB SUPPLY COMPANY, LLC	41.18		06/28/22	
		SHOWER VALVES								
PROJECT#:		062511								
2190		12/22 AP	05/23/22	00000000		PLUMB TECH INC.	355.35		06/28/22	
		PUMP REPAIR								
PROJECT#:		062507								
ACCOUNT TOTAL							1,242.24	.00	1,242.24	
101-6616-446.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2178		12/22 AP	06/08/22	00000000		MILLER FENCE CO., INC.	2,124.20		06/28/22	
		FENCE-SIREN AT LINCOLN				SCHOOL				
ACCOUNT TOTAL							2,124.20	.00	2,124.20	
101-6616-446.93-01 EQUIPMENT / EQUIPMENT										
2217		12/22 AP	06/06/22	00000000		VAN METER, INC.	734.25		06/28/22	
		LED RETROFIT LIGHTS								
PROJECT#:		062514								
ACCOUNT TOTAL							734.25	.00	734.25	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2218		12/22 AP	06/20/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	31.75		06/28/22	
		11 X17 PAPER, LEGAL PAPER								
2218		12/22 AP	06/17/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	8.21		06/28/22	
		BATTERIES								
2218		12/22 AP	06/17/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	9.49		06/28/22	
		COPY PAPER								
2210		12/22 AP	06/13/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	38.90		06/28/22	
		GEL PENS & REFILLS								
ACCOUNT TOTAL							88.35	.00	88.35	
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS										
2210		12/22 AP	06/08/22	00000000		COVER-ALL EMBROIDERY, INC.	49.96		06/28/22	
		POLOS-B.CLAYPOOL								
2210		12/22 AP	06/08/22	00000000		COVER-ALL EMBROIDERY, INC.	134.00		06/28/22	
		JACKET-M.TOLAN								
2210		12/22 AP	06/08/22	00000000		COVER-ALL EMBROIDERY, INC.	66.00		06/28/22	
		CAPS-1 TOLAN,1 WICKE,				2 CLAYPOOL,2 ARMSTRONG				

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS						continued				
2210		12/22 AP	06/08/22	0000000		COVER-ALL EMBROIDERY, INC.	24.00		06/28/22	
						CAPS-B.FOULK				
ACCOUNT TOTAL							273.96	.00	273.96	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
2210		12/22 AP	05/23/22	0000000		MIDAMERICAN ENERGY	10.23		06/28/22	
						FINCHFORD RIVER GAUGE				
						04/22/22-05/23/22				
ACCOUNT TOTAL							10.23	.00	10.23	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
2210		12/22 AP	06/08/22	0000000		AECOM TECHNICAL SERVICES, INC	250.45		06/28/22	
						ON CALL SURVEY SERVICES				
						05/07-06/03/22				
2210		12/22 AP	05/13/22	0000000		AECOM TECHNICAL SERVICES, INC	1,540.37		06/28/22	
						ON CALL SURVEY SERVICES				
						04/09-05/06/22				
ACCOUNT TOTAL							1,790.82	.00	1,790.82	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2217		12/22 AP	06/15/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.28		06/28/22	
						POST ITS,CORRECTION TAPE				
ACCOUNT TOTAL							6.28	.00	6.28	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2217		12/22 AP	06/16/22	0000000		O'DONNELL ACE HARDWARE	10.69		06/28/22	
						FOAM SEALANT				
2217		12/22 AP	06/15/22	0000000		O'DONNELL ACE HARDWARE	33.68		06/28/22	
						PIPE CUTTER, ELBOW				
2190		12/22 AP	06/10/22	0000000		O'DONNELL ACE HARDWARE	25.99		06/28/22	
						SHOVEL				
2217		12/22 AP	06/09/22	0000000		BENTON BUILDING CENTER	41.83		06/28/22	
						BESS STREETER DIGGER				
2217		12/22 AP	06/08/22	0000000		JORDAN'S NURSERY, INC.	28.50		06/28/22	
						CEDAR MULCH-MEMORIAL TREE				
2190		12/22 AP	06/07/22	0000000		O'DONNELL ACE HARDWARE	22.77		06/28/22	
						TOLIET REPAIR PARTS				
2178		12/22 AP	06/03/22	0000000		BENTON'S READY MIX CONCRETE,	218.75		06/28/22	
						CONCRETE-ICE HOUSE BENCH				
						CENTER STREET				
2217		12/22 AP	06/01/22	0000000		PLUMB SUPPLY COMPANY, LLC	226.62		06/28/22	
						HYDRANT				
2190		12/22 AP	05/31/22	0000000		PLUMB SUPPLY COMPANY, LLC	9.81		06/28/22	
						PLUMBING SUPPLIES				
2178		12/22 AP	05/26/22	0000000		ECHO GROUP, INC.	416.88		06/28/22	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	-----TRANSACTION-----						
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES continued									
BEACH HOUSE LIGHTS									
ACCOUNT TOTAL							1,035.52	.00	1,035.52
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
2190				12/22 AP 05/06/22	00000000	COOLEY PUMPING, LLC	115.00		06/28/22
				PORTA POTTY EL DORADO PRK					
2190				12/22 AP 05/06/22	00000000	COOLEY PUMPING, LLC	190.00		06/28/22
				PORTA POTTY ISLAND PARK					
2217				12/22 AP 05/03/22	00000000	COOLEY PUMPING, LLC	360.00		06/28/22
				PORTA POTTY PHEASANT GOLF		COURSE			
ACCOUNT TOTAL							665.00	.00	665.00
FUND TOTAL							276,407.34	.00	276,407.34
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2217				12/22 AP 06/15/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	6.28		06/28/22
				POST ITS,CORRECTION TAPE					
ACCOUNT TOTAL							6.28	.00	6.28
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
2190				12/22 AP 06/13/22	00000000	O'DONNELL ACE HARDWARE	10.69		06/28/22
				CABLE TIES					
2190				12/22 AP 06/08/22	00000000	MENARDS-CEDAR FALLS	183.39		06/28/22
				STEEL FOR TRANSFER ST					
2190				12/22 AP 06/08/22	00000000	O'DONNELL ACE HARDWARE	8.99		06/28/22
				HOSE COUPLERS					
ACCOUNT TOTAL							203.07	.00	203.07
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
2217				12/22 AP 06/16/22	00000000	BUILDERS SELECT LLC	51.98		06/28/22
				LUMBER FOR FORMS					
2217				12/22 AP 06/16/22	00000000	GIERKE-ROBINSON COMPANY, INC.	122.44		06/28/22
				PIGMENT FOR CONCRETE		FORM RELEASE			
2217				12/22 AP 06/11/22	00000000	ASPRO, INC.	577.92		06/28/22
				HOT MIX ASPHALT					
2178				12/22 AP 06/09/22	00000000	BLACK HAWK RENTAL	161.50		06/28/22
				PROPANE FOR PRO PATCHER					
2190				12/22 AP 06/06/22	00000000	MENARDS-CEDAR FALLS	10.58		06/28/22

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
PREMIUM WHITE ROCK										
2217		12/22 AP	06/06/22	0000000		MENARDS-CEDAR FALLS	29.99		06/28/22	
BROOM FOR ALLEY MAINT										
PROJECT#: 140										
2178		12/22 AP	06/04/22	0000000		ASPRO, INC.	1,535.04		06/28/22	
HOT MIX ASPHALT										
2178		12/22 AP	06/03/22	0000000		BENTON'S READY MIX CONCRETE,	375.00		06/28/22	
CONCRETE										
2178		12/22 AP	05/31/22	0000000		BMC AGGREGATES L.C.	277.90		06/28/22	
3/8 WASHED CHIPS FOR										
2178		12/22 AP	05/31/22	0000000		SPRAY PATCH AND ALLEYS	1,931.18		06/28/22	
CRS-2 EMULSION										
ACCOUNT TOTAL							5,073.53	.00	5,073.53	
206-6637-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2217		12/22 AP	06/17/22	0000000		MILLER FENCE CO., INC.	888.00		06/28/22	
GATE REPAIR 1500 BLUFF ST										
2190		12/22 AP	06/08/22	0000000		C & C WELDING & SANDBLASTING	320.75		06/28/22	
PARKING LOT RAIL REPAIR										
ACCOUNT TOTAL							1,208.75	.00	1,208.75	
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2190		12/22 AP	05/31/22	0000000		INTECONNEX	11,938.54		06/28/22	
SECURITY CAMERAS 2200 TEC										
ACCOUNT TOTAL							11,938.54	.00	11,938.54	
206-6637-436.92-81 STRUCTURE IMPROV & BLDGS / PERMEABLE ALLEY PROGRAM										
2210		12/22 AP	06/08/22	0000000		ABCOM TECHNICAL SERVICES, INC	1,524.44		06/28/22	
3268-2022 ALLEY RECON.										
PROJECT#: 023268										
2210		12/22 AP	06/01/22	0000000		QUESTCDN	210.00		06/28/22	
3268-2022 ALLEY RECON.										
PROJECT#: 023268										
2210		12/22 AP	05/13/22	0000000		ABCOM TECHNICAL SERVICES, INC	663.12		06/28/22	
3268-2022 ALLEY RECON.										
PROJECT#: 023268										
ACCOUNT TOTAL							2,397.56	.00	2,397.56	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
2210		12/22 AP	06/20/22	0000000		PETERSON CONTRACTORS	79,073.01		06/28/22	
3240-W 27TH ST RECON										

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS						continued			
PROJECT#: 023240									
2210		12/22 AP		05/20/22	00000000	AECOM TECHNICAL SERVICES, INC	1,692.46		06/28/22
3240-W 27TH ST RECON						THROUGH 05/13/22			
PROJECT#: 023240									
ACCOUNT TOTAL							80,765.47	.00	80,765.47
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2217		12/22 AP		06/15/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.25		06/28/22
POST ITS,CORRECTION TAPE									
ACCOUNT TOTAL							1.25	.00	1.25
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2178		12/22 AP		06/01/22	00000000	ECHO GROUP, INC.	252.62		06/28/22
TAPE,CONN.BOX,ELECT.SUPPL									
ACCOUNT TOTAL							252.62	.00	252.62
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS									
2190		12/22 AP		05/27/22	00000000	O'DONNELL ACE HARDWARE	73.96		06/28/22
PLIERS,PUNCH,TAPE									
ACCOUNT TOTAL							73.96	.00	73.96
206-6647-436.73-25 OTHER SUPPLIES / TRAFFIC SIGNS									
2178		12/22 AP		05/23/22	00000000	IOWA PRISON INDUSTRIES	399.00		06/28/22
SIGNS									
ACCOUNT TOTAL							399.00	.00	399.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
2190		12/22 AP		05/31/22	00000000	TRAFFIC CONTROL CORPORATION	11,400.00		06/28/22
CONTROLLERS									
ACCOUNT TOTAL							11,400.00	.00	11,400.00
FUND TOTAL							113,720.03	.00	113,720.03

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2218		12/22 AP		06/20/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	5.08		06/28/22	
		11 X17 PAPER, LEGAL PAPER								
2218		12/22 AP		06/17/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.52		06/28/22	
		COPY PAPER								
ACCOUNT TOTAL							6.60	.00	6.60	
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2218		12/22 AP		05/31/22	00000000	ONE SOURCE THE BACKGROUND CHE	87.00		06/28/22	
		MAY APPLICANTS SEC 8				3 APPLICANTS				
ACCOUNT TOTAL							87.00	.00	87.00	
FUND TOTAL							93.60	.00	93.60	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2218		12/22 AP		06/20/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	1.27		06/28/22	
		11 X17 PAPER, LEGAL PAPER								
2218		12/22 AP		06/17/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	.38		06/28/22	
		COPY PAPER								
2195		12/22 AP		06/16/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		06/28/22	
		COPY PAPER								
ACCOUNT TOTAL							3.93	.00	3.93	
FUND TOTAL							3.93	.00	3.93	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25						STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON				
2210		12/22 AP		06/08/22	00000000	AECOM TECHNICAL SERVICES, INC	13,033.54		06/28/22	
		3271-N CEDAR HEIGHTS PH1				05/07-06/03/22				
PROJECT#:		023271								
2210		12/22 AP		05/20/22	00000000	AECOM TECHNICAL SERVICES, INC	4,124.51		06/28/22	
		3271-N CEDAR HEIGHTS PH1				04/16-05/13/22				
PROJECT#:		023271								
2210		12/22 AP		05/13/22	00000000	AECOM TECHNICAL SERVICES, INC	5,192.26		06/28/22	
		3271-N CEDAR HEIGHTS PH1				04/09-05/06/22				
PROJECT#:		023271								
ACCOUNT TOTAL							22,350.31	.00	22,350.31	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44						STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION			
2210		12/22 AP	06/15/22	00000000		PETERSON CONTRACTORS	194,176.39		06/28/22
		3230-2022				STREET CONST.			
PROJECT#:		023230							
2210		12/22 AP	06/06/22	00000000		TERRACON CONSULTANTS, INC.	316.81		06/28/22
		3230-2022				STREET RECON THROUGH 05/28/22			
PROJECT#:		023230							
2210		12/22 AP	05/23/22	00000000		TERRACON CONSULTANTS, INC.	293.28		06/28/22
		3230-2022				STREET RECON THROUGH 05/14/22			
PROJECT#:		023230							
ACCOUNT TOTAL							194,786.48	.00	194,786.48
242-1240-431.92-85 STRUCTURE IMPROV & BLDGS / UNION ROAD RECONSTRUCTION									
2210		12/22 AP	06/07/22	00000000		FOTH INFRASTRUCTURE & ENVIRON	102.50		06/28/22
		3238-UNION RD				RECONSTRUCT SERVICES THROUGH 04/30/22			
PROJECT#:		023238							
ACCOUNT TOTAL							102.50	.00	102.50
242-1240-431.92-99 STRUCTURE IMPROV & BLDGS / STREET PATCHING									
2210		12/22 AP	06/15/22	00000000		BOULDER CONTRACTING, LLC	43,877.83		06/28/22
		3275-2021				STREET PATCHING CFU			
PROJECT#:		023275							
ACCOUNT TOTAL							43,877.83	.00	43,877.83
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
2210		12/22 AP	06/07/22	00000000		FOTH INFRASTRUCTURE & ENVIRON	268,590.76		06/28/22
		3283-MAIN ST				RECONSTRUCT. SERVICES THROUGH 04/30/22			
PROJECT#:		023283							
ACCOUNT TOTAL							268,590.76	.00	268,590.76
FUND TOTAL							529,707.88	.00	529,707.88
FUND 254 CABLE TV FUND									
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
2218		12/22 AP	06/20/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	5.08		06/28/22
		11 X17 PAPER, LEGAL PAPER							
2218		12/22 AP	06/17/22	00000000		OFFICE EXPRESS OFFICE PRODUCT	1.52		06/28/22
		COPY PAPER							
2195		12/22 AP	06/14/22	00000000		CLARK WIRE & CABLE, INC.	306.79		06/28/22
		COAX CABLE							
ACCOUNT TOTAL							313.39	.00	313.39

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.93-01						EQUIPMENT / EQUIPMENT				
2195		12/22 AP		05/23/22	0000000	B & H PHOTO-VIDEO-PRO AUDIO	313.74			06/28/22
						SACHTLER PADDED BAG				
						ACCOUNT TOTAL	313.74	.00	313.74	
						FUND TOTAL	627.13	.00	627.13	
FUND 258 PARKING FUND										
258-5531-435.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2218		12/22 AP		06/20/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	7.62			06/28/22
						11 X17 PAPER, LEGAL PAPER				
2218		12/22 AP		06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			06/28/22
						COPY PAPER				
						ACCOUNT TOTAL	9.90	.00	9.90	
						FUND TOTAL	9.90	.00	9.90	
FUND 261 TOURISM & VISITORS										
261-2291-423.73-55						OTHER SUPPLIES / MEDIA				
2216		12/22 AP		06/20/22	0000000	COMMUNITY MAIN STREET	749.00			06/28/22
						COMMUNITY PHOTO PROJECT				
						ACCOUNT TOTAL	749.00	.00	749.00	
261-2291-423.73-56						OTHER SUPPLIES / RESEARCH				
13		01/23 AP		05/22/22	0000000	STR, LLC	2,420.00			06/28/22
						DESTINATION REPORT				
						JULY 1 2022-JUNE 30 2023				
						ACCOUNT TOTAL	2,420.00	.00	2,420.00	
261-2291-423.85-23						UTILITIES / BUILDING MAINTENANCE				
2216		12/22 AP		06/10/22	0000000	ARAMARK	7.80			06/28/22
						MAT SERVICE				
						ACCOUNT TOTAL	7.80	.00	7.80	
						FUND TOTAL	3,176.80	.00	3,176.80	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
2164		12/22 AP		06/10/22	0000000	ARAMARK	7.80		06/28/22
		COMM. CENTER MAT SERVICE							
2164		12/22 AP		05/27/22	0000000	ARAMARK	5.20		06/28/22
		COMM. CENTER MAT SERVICE							
2164		12/22 AP		05/13/22	0000000	ARAMARK	5.20		06/28/22
		COMM. CENTER MAT SERVICE							
ACCOUNT TOTAL							18.20	.00	18.20
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
11		01/23 AP		06/02/22	0000000	BLACK HAWK COUNTY CONSERVATIO	40.00		06/28/22
		GUIDED WALKING TOUR 07/27/2022							
ACCOUNT TOTAL							40.00	.00	40.00
FUND TOTAL							58.20	.00	58.20
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 410 CORONAVIRUS LOCAL RELIEF									
FUND 430 2004 TIF BOND									
430-1220-431.97-64						TIF BOND PROJECTS / VIKING ROAD EXTENSION			
2210		12/22 AP		06/15/22	0000000	PETERSON CONTRACTORS	260,686.85		06/28/22
		3189-W VIKING IND.PARK V							
PROJECT#:		023189							
2210		12/22 AP		06/06/22	0000000	TERRACON CONSULTANTS, INC.	638.37		06/28/22
		3189-W VIKING IND PARK THROUGH 05/28/22							
PROJECT#:		023189							
2210		12/22 AP		05/27/22	0000000	SNYDER & ASSOCIATES, INC.	753.63		06/28/22
		3189-W VIKING IND PARK SERVICES THROUGH 04/30/22							
PROJECT#:		023189							
ACCOUNT TOTAL							262,078.85	.00	262,078.85

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 12/2022

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	97-82	TIF BOND PROJECTS /				STREETSCAPE MAINTENANCE				
2210	12/22	AP 06/16/22	0000000			TERRACON CONSULTANTS, INC.	8,855.56		06/28/22	
		3242-DWNTWN				STREETSCP II UNDERGROUND STORAGE TANK				
PROJECT#:		023242								
2210	12/22	AP 06/15/22	0000000			OWEN CONTRACTING INC.	14,961.36		06/28/22	
		3242-DWNTWN				STREETSCP II				
PROJECT#:		023242								
2210	12/22	AP 05/27/22	0000000			SNYDER & ASSOCIATES, INC.	4,166.55		06/28/22	
		3242-DWNTWN				STREETSCP II SERVICES THROUGH 04/30/22				
PROJECT#:		023242								
ACCOUNT TOTAL							27,983.47	.00	27,983.47	
430-1220-431.97-85 TIF BOND PROJECTS / COLLEGE HILL TIF										
2210	12/22	AP 06/15/22	0000000			ASPRO, INC.	64,662.56		06/28/22	
		3264-COLLEGE HILL				PARKING				
PROJECT#:		023264								
ACCOUNT TOTAL							64,662.56	.00	64,662.56	
430-1220-431.97-90 TIF BOND PROJECTS / PINNACLE PRAIRIE IMPROVE										
2210	12/22	AP 05/27/22	0000000			SNYDER & ASSOCIATES, INC.	4,401.50		06/28/22	
		3294-PINNACLE				ROUNDAABOUT SERVICES THROUGH 04/30/22				
PROJECT#:		023294								
ACCOUNT TOTAL							4,401.50	.00	4,401.50	
430-1220-431.97-96 TIF BOND PROJECTS / PRAIRIE PRKWAY & VIKING RD										
2210	12/22	AP 05/27/22	0000000			SNYDER & ASSOCIATES, INC.	684.00		06/28/22	
		3294-VIKING & PRAIRIE				SERVICES THROUGH 04/30/22				
PROJECT#:		023294								
ACCOUNT TOTAL							684.00	.00	684.00	
430-1220-431.98-47 CAPITAL PROJECTS / CYBER LANE										
2210	12/22	AP 06/17/22	0000000			OWEN CONTRACTING INC.	14,797.77		06/28/22	
		3245-CYBER LANE				EXTENSION				
PROJECT#:		023245								
ACCOUNT TOTAL							14,797.77	.00	14,797.77	
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT										
2210	12/22	AP 05/27/22	0000000			SNYDER & ASSOCIATES, INC.	3,444.00		06/28/22	
		3294-HUDSON & RIDGEWAY				SERVICES THROUGH 04/30/22				
PROJECT#:		023294								

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	
									POST DT	
FUND 430 2004 TIF BOND										
430-1220-431.98-48 CAPITAL PROJECTS / HUDSON ROAD/RIDGEWAY INT						continued				
ACCOUNT TOTAL							3,444.00	.00	3,444.00	
FUND TOTAL							378,052.15	.00	378,052.15	
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										
2218 12/22 AP 06/02/22 00000000 RIVERWISE ENGINEERING, LLC						17,769.00			06/28/22	
PROJECT#: 3088-CEDAR RIVER REC.IMP.										
PROJECT#: 023088										
ACCOUNT TOTAL							17,769.00	.00	17,769.00	
FUND TOTAL							17,769.00	.00	17,769.00	
FUND 437 2018 BOND										
FUND 438 2020 BOND FUND										
438-1220-431.98-23 CAPITAL PROJECTS / GREENHILL RD & S MAIN INT										
2210 12/22 AP 06/15/22 00000000 PETERSON CONTRACTORS						147,922.55			06/28/22	
PROJECT#: 3228-GREENHILL/S MAIN INT										
PROJECT#: 023228										
2210 12/22 AP 05/20/22 00000000 SHIVE-HATTERY						1,122.30			06/28/22	
PROJECT#: 3228-GREENHILL/S MAIN INT - SERVICES THROUGH 05/13/22										
PROJECT#: 023228										
ACCOUNT TOTAL							149,044.85	.00	149,044.85	
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
2210 12/22 AP 06/20/22 00000000 PETERSON CONTRACTORS						214,976.24			06/28/22	
PROJECT#: 3171-CEDAR HEIGHTS RECON.										
PROJECT#: 023171										
2210 12/22 AP 06/06/22 00000000 TERRACON CONSULTANTS, INC.						269.50			06/28/22	
PROJECT#: 3171-CEDAR HEIGHTS RECON THROUGH 05/28/22										
PROJECT#: 023171										
2210 12/22 AP 05/27/22 00000000 SNYDER & ASSOCIATES, INC.						6,373.96			06/28/22	
PROJECT#: 3171-CEDAR HEIGHTS RECON SERVICES THROUGH 04/30/22										
PROJECT#: 023171										
2210 12/22 AP 05/27/22 00000000 SNYDER & ASSOCIATES, INC.						28,480.15			06/28/22	
PROJECT#: 3171-CEDAR HEIGHTS RECON SERVICES THROUGH 04/30/22										

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
-----TRANSACTION-----									
FUND 438 2020 BOND FUND									
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON							continued		
PROJECT#: 023171									
2210 12/22 AP 05/23/22 0000000 TERRACON CONSULTANTS, INC.							1,014.10		06/28/22
3171-CEDAR HEIGHTS RECON THROUGH 05/14/22									
PROJECT#: 023171									
ACCOUNT TOTAL							251,113.95	.00	251,113.95
FUND TOTAL							400,158.80	.00	400,158.80
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.94-16 CAPITAL PROJECTS / CITY HALL REMODEL									
2218 12/22 AP 05/31/22 0000000 EMERGENT ARCHITECTURE							4,500.00		06/28/22
3231-CITY HALL REMODEL 05/01-05/31/22									
PROJECT#: 023231									
2218 12/22 AP 05/31/22 0000000 PETERS CONSTRUCTION CORP.							239,792.91		06/28/22
3231-CITY HALL REOMDEL									
PROJECT#: 023231									
ACCOUNT TOTAL							244,292.91	.00	244,292.91
FUND TOTAL							244,292.91	.00	244,292.91
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
483-2245-432.89-02 MISCELLANEOUS SERVICES / PROPERTY TAX REBATES									
2195 12/22 AP 06/21/22 0000000 ARABELLA LLC							96,572.86		06/28/22
FIRST ANNUAL TAX REBATE 200 W 1ST STREET									
2195 12/22 AP 06/16/22 0000000 LINDERBAUM REAL ESTATE, LLC							3,872.49		06/28/22
3RD ANNUAL REBATE PAYMENT 115 E 2ND ST									
2195 12/22 AP 06/16/22 0000000 STANDARD DISTRIBUTION CO							33,669.74		06/28/22
1ST ANNUAL REBATE PAYMENT 317 SAVANNAH PARK ROAD									
2195 12/22 AP 06/16/22 0000000 SDC REAL ESTATE LLC							24,645.27		06/28/22
1ST ANNUAL REBATE PAYMENT 1225 RAIL WAY									
2195 12/22 AP 06/16/22 0000000 SIX KIDS, LLC							19,929.27		06/28/22
3RD ANNUAL REBATE PAYMENT 1304 TECHNOLOGY PARKWAY									
2195 12/22 AP 06/14/22 0000000 PANTHER BUILDERS LLC							12,673.93		06/28/22
FIRST ANNUAL TAX REBATE 616 CLAY STREET									
ACCOUNT TOTAL							191,363.56	.00	191,363.56
FUND TOTAL							191,363.56	.00	191,363.56

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	----- CD	TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT 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				
2217				12/22 AP 06/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.25			06/28/22
						POST ITS,CORRECTION TAPE				
						ACCOUNT TOTAL	1.25	.00	1.25	
551-6685-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2217				12/22 AP 06/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	12.55			06/28/22
						POST ITS,CORRECTION TAPE				
2217				12/22 AP 06/13/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	127.20			06/28/22
						TAPE FOR LABEL MAKER FOR				
						CARTS				
						ACCOUNT TOTAL	139.75	.00	139.75	
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
2190				12/22 AP 06/14/22	0000000	O'DONNELL ACE HARDWARE	7.99			06/28/22
						FAN SWITCH-RECYCLING CTR				
						ACCOUNT TOTAL	7.99	.00	7.99	
551-6685-436.86-36						REPAIR & MAINTENANCE / TRANSFER STATION MAINT.				
2190				12/22 AP 06/15/22	0000000	C & C WELDING & SANDBLASTING	330.75			06/28/22
						WELDING AT TRANSFER ST				
						ACCOUNT TOTAL	330.75	.00	330.75	
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
2217				12/22 AP 06/17/22	0000000	MIDWEST ELECTRONIC RECOVERY	359.30			06/28/22
						ELECTRONIC RECYCLING				
2178				12/22 AP 06/04/22	0000000	LIBERTY TIRE RECYCLING, LLC	564.90			06/28/22
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	924.20	.00	924.20	
551-6685-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2190				12/22 AP 06/10/22	0000000	KEITH BINS AND BUNKERS, INC.	86.62			06/28/22

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS						continued				
BEARING,RIVETS										
2190		12/22 AP 05/31/22		0000000		INTECONNEX	30,202.01		06/28/22	
SECURITY CAMERAS TRANSFER										
2178		12/22 AP 05/05/22		0000000		C & C WELDING & SANDBLASTING	17,027.95		06/28/22	
REPAIRED TRANSFER TRAILER #382										
ACCOUNT TOTAL							47,316.58	.00	47,316.58	
FUND TOTAL							48,720.52	.00	48,720.52	
FUND 552 SEWER RENTAL FUND										
552-6655-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2217		12/22 AP 06/15/22		0000000		OFFICE EXPRESS OFFICE PRODUCT	1.68		06/28/22	
POST ITS,CORRECTION TAPE										
ACCOUNT TOTAL							1.68	.00	1.68	
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS										
2219		12/22 AP 06/15/22		0000000		O'DONNELL ACE HARDWARE	59.45		06/28/22	
BATTERIES,SOCKETS										
ACCOUNT TOTAL							59.45	.00	59.45	
552-6655-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2219		12/22 AP 06/15/22		0000000		POLK'S LOCK SERVICE,INC.	40.00		06/28/22	
LOCK										
ACCOUNT TOTAL							40.00	.00	40.00	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
2217		12/22 AP 06/02/22		0000000		STETSON BUILDING PRODUCTS LLC	263.55		06/28/22	
FIBER TUBE FOR MANHOLE										
ACCOUNT TOTAL							263.55	.00	263.55	
552-6655-436.92-18 STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT										
2210		12/22 AP 06/14/22		0000000		WHKS	16,012.11		06/28/22	
3291-PARK DR LIFT STATION 04/09/22-05/13/22										
PROJECT#: 023291										
2210		12/22 AP 04/25/22		0000000		WHKS	2,786.15		06/28/22	
3291-PARK DR LIFT STATION 02/12/22-04/08/22										
PROJECT#: 023291										
ACCOUNT TOTAL							18,798.26	.00	18,798.26	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2217		12/22 AP		06/15/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.18		06/28/22	
						POST ITS,CORRECTION TAPE				
						ACCOUNT TOTAL	4.18	.00	4.18	
552-6665-436.72-26 OPERATING SUPPLIES / TESTING & LAB										
2219		12/22 AP		05/16/22	0000000	NORTH CENTRAL LABORATORIES	505.50		06/28/22	
						LAB SUPPLIES				
						ACCOUNT TOTAL	505.50	.00	505.50	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2219		12/22 AP		06/09/22	0000000	CAMPBELL SUPPLY WATERLOO	63.60		06/28/22	
						SAFETY GLASSES				
						ACCOUNT TOTAL	63.60	.00	63.60	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2219		12/22 AP		06/17/22	0000000	O'DONNELL ACE HARDWARE	40.07		06/28/22	
						DOOR SEAL,FOAM				
2219		12/22 AP		06/16/22	0000000	MENARDS-CEDAR FALLS	433.80		06/28/22	
						DEHUMIDIFIERS,WATER				
2219		12/22 AP		06/14/22	0000000	NAPA AUTO PARTS	16.79		06/28/22	
						GENERATOR FILTERS				
2219		12/22 AP		06/14/22	0000000	NAPA AUTO PARTS	121.62		06/28/22	
						GENERATOR OIL				
2219		12/22 AP		06/14/22	0000000	O'DONNELL ACE HARDWARE	23.99		06/28/22	
						TRIMMER LINE				
2219		12/22 AP		06/13/22	0000000	ALTORFER INC.	92.97		06/28/22	
						GENERATOR PARTS				
2219		12/22 AP		06/07/22	0000000	FASTENAL COMPANY	20.66		06/28/22	
						THREADED ROD				
2219		12/22 AP		05/23/22	0000000	CAMPBELL SUPPLY WATERLOO		25.00	06/28/22	
						TRADE SHOW REFUND				
						ACCOUNT TOTAL	749.90	25.00	724.90	
						FUND TOTAL	20,486.12	25.00	20,461.12	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2218		12/22 AP	06/20/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	6.35		06/28/22	
2218		11 X17 PAPER, LEGAL PAPER	12/22 AP	06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	.72		06/28/22	
2218		BATTERIES	12/22 AP	06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90		06/28/22	
COPY PAPER										
ACCOUNT TOTAL							8.97	.00	8.97	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
2190		12/22 AP	06/09/22	0000000		MENARDS-CEDAR FALLS	70.44		06/28/22	
2178		LUMBER-3RD ST STORM BOX	12/22 AP	06/01/22	0000000	BENTON'S READY MIX CONCRETE,	1,143.00		06/28/22	
CONCRETE FOR 2ND ST EAST PARKING STORM WATER										
ACCOUNT TOTAL							1,213.44	.00	1,213.44	
555-6630-432.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
12		01/23 AP	05/27/22	0000000		ISWEP	5,150.00		06/28/22	
ISWEP DUES 2022-23 MEMBERSHIP FEE										
ACCOUNT TOTAL							5,150.00	.00	5,150.00	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2210		12/22 AP	06/10/22	0000000		AECOM TECHNICAL SERVICES, INC	1,176.34		06/28/22	
PROJECT#: 023215 3215-OLIVE ST BOX CULVERT 05/07-06/03/22										
2210		12/22 AP	05/11/22	0000000		AECOM TECHNICAL SERVICES, INC	2,534.52		06/28/22	
PROJECT#: 023215 3215-OLIVE ST BOX CULVERT 04/09-05/06/22										
ACCOUNT TOTAL							3,710.86	.00	3,710.86	
FUND TOTAL							10,083.27	.00	10,083.27	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2218		12/22 AP	06/20/22	0000000		OFFICE EXPRESS OFFICE PRODUCT	3.85		06/28/22	
2218		11 X17 PAPER, LEGAL PAPER	12/22 AP	06/17/22	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.15		06/28/22	
COPY PAPER										
ACCOUNT TOTAL							5.00	.00	5.00	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 606 DATA PROCESSING FUND										
606-1078-441.72-01						OPERATING SUPPLIES /				
2238		12/22 AP	06/08/22	00000000		CMS COMMUNICATIONS, INC.	157.48		06/28/22	
						NOISE CANCELLING HEADSET				
						ACCOUNT TOTAL	157.48	.00	157.48	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
2238		12/22 AP	06/13/22	00000000		SHIELD TECHNOLOGY CORPORATION	200.00		06/28/22	
						SHIELD UPGRADE FOR CYBER				
						ACCOUNT TOTAL	200.00	.00	200.00	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
18		01/23 AP	06/22/22	00000000		GORDON FLESCH COMPANY	1,083.25		06/28/22	
						COPIERS/24629-MPS01				
						6/22/22-7/21/22				
						ACCOUNT TOTAL	1,083.25	.00	1,083.25	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
17		01/23 AP	07/01/22	00000000		CIVICPLUS	15,801.04		06/28/22	
						CIVIC REC MAINT				
						ANNUAL 7/1/22-6/30/23				
17		01/23 AP	07/01/22	00000000		SHIELD TECHNOLOGY CORPORATION	2,308.00		06/28/22	
						SHIELDWARE MAINT.				
						7/2022-9/2022				
17		01/23 AP	06/03/22	00000000		IP PATHWAYS, LLC	17,648.87		06/28/22	
						CISCO MAINT.				
						ACCOUNT TOTAL	35,757.91	.00	35,757.91	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
2238		12/22 AP	06/21/22	00000000		BERRY DUNN MCNEIL & PARKER, L	2,445.00		06/28/22	
						NEW FINANCE SYSTEM RFP				
2238		12/22 AP	06/03/22	00000000		IP PATHWAYS, LLC	2,277.80		06/28/22	
						DRASA SERVICE				
2195		12/22 AP	05/31/22	00000000		IP PATHWAYS, LLC	4,703.48		06/28/22	
						DR AS A SERVICE				
						ACCOUNT TOTAL	9,426.28	.00	9,426.28	
						FUND TOTAL	46,629.92	.00	46,629.92	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 680 HEALTH INSURANCE FUND										
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE				
2238		12/22 AP		06/30/22	00000000	UNITED STATES TREASURY	1,140.21			06/28/22
						PCORI FEES-HEALTH PLAN'21				
						ACCOUNT TOTAL	1,140.21	.00	1,140.21	
						FUND TOTAL	1,140.21	.00	1,140.21	
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2217		12/22 AP		06/15/22	00000000	OFFICE EXPRESS OFFICE PRODUCT	4.18			06/28/22
						POST ITS,CORRECTION TAPE				
						ACCOUNT TOTAL	4.18	.00	4.18	
685-6698-446.72-05						OPERATING SUPPLIES / GAS & OIL				
2217		12/22 AP		06/10/22	00000000	NORTHLAND PRODUCTS CO.	1,554.80			06/28/22
						BULK OIL				
						ACCOUNT TOTAL	1,554.80	.00	1,554.80	
685-6698-446.72-16						OPERATING SUPPLIES / TOOLS				
2217		12/22 AP		06/16/22	00000000	KAY, PHILIP R.	25.00			06/28/22
						CROWS FEET HOLDER FOR SHOP				
						ACCOUNT TOTAL	25.00	.00	25.00	
685-6698-446.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES				
2217		12/22 AP		06/16/22	00000000	KAY, PHILIP R.	1,221.25			06/28/22
						PRESSURE TEST KIT				
						ACCOUNT TOTAL	1,221.25	.00	1,221.25	
685-6698-446.73-04						OTHER SUPPLIES / VEHICLE SUPPLIES				
2217		12/22 AP		06/22/22	00000000	RACOM CORPORATION	170.00			06/28/22
						ANTENNA AND CABLE FOR FD561				
2190		12/22 AP		06/15/22	00000000	KELTEK INCORPORATED	26.52			06/28/22
						GUN LOCK SOLENOID PD13				
2217		12/22 AP		06/10/22	00000000	LAWSON PRODUCTS, INC.	1,519.62			06/28/22
						MISC SHOP SUPPLIES				
2178		12/22 AP		05/25/22	00000000	C & C WELDING & SANDBLASTING	229.85			06/28/22
						STOCK STEEL				

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES						continued				
2190				12/22	AP 05/17/22 00000000	KELTEK INCORPORATED	164.02		06/28/22	
						#501 FRONT WARNING LIGHTS				
ACCOUNT TOTAL							2,110.01	.00	2,110.01	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
2178				12/22	AP 06/01/22 00000000	D & D TIRE INC.	145.00		06/28/22	
						#373 REPLACED TIRES				
ACCOUNT TOTAL							145.00	.00	145.00	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
2217				12/22	AP 06/20/22 00000000	CEDAR VALLEY AUTO GLASS INC.	25.00		06/28/22	
						#2120 DOOR MIRROR GLASS				
2217				12/22	AP 06/17/22 00000000	D & D TIRE INC.	100.00		06/28/22	
						INSPECTED TIRES ON ROLLER #2083				
2217				12/22	AP 06/10/22 00000000	D & D TIRE INC.	380.00		06/28/22	
						#383 REPLACED TIRE				
2190				12/22	AP 06/08/22 00000000	MACQUEEN EQUIPMENT	1,698.93		06/28/22	
						#491 REPAIR				
2217				12/22	AP 06/08/22 00000000	D & D TIRE INC.	600.00		06/28/22	
						#372 STEER AXLE TIRE				
2217				12/22	AP 06/07/22 00000000	D & D TIRE INC.	5,970.00		06/28/22	
						REPLACED TIRES ON #280				
2178				12/22	AP 06/04/22 00000000	D & D TIRE INC.	380.00		06/28/22	
						#383 REPLACED TIRES				
2178				12/22	AP 06/01/22 00000000	D & D TIRE INC.	385.00		06/28/22	
						#370 REPLACED TIRES				
2190				12/22	AP 06/01/22 00000000	WITHAM AUTO CENTERS	157.33		06/28/22	
						#403 ALIGNMENT				
2178				12/22	AP 05/31/22 00000000	AIRGAS USA, LLC	71.52		06/28/22	
						WELDING GAS				
2178				12/22	AP 05/31/22 00000000	C & C WELDING & SANDBLASTING	452.37		06/28/22	
						#383 TRAILER REPAIR				
2178				12/22	AP 05/27/22 00000000	C & C WELDING & SANDBLASTING	59.00		06/28/22	
						REPAIRED EGR COOLER				
2190				12/22	AP 05/27/22 00000000	RASMUSSEN CO., THE	700.00		06/28/22	
						TOWED TRUCK FROM SUMMIT TO PW #347				
2190				12/22	AP 05/27/22 00000000	RASMUSSEN CO., THE	437.50		06/28/22	
						TOWED #346 BACK TO PW				
2190				12/22	AP 05/26/22 00000000	WITHAM AUTO CENTERS	441.50		06/28/22	
						#PD11 FRONT AXLE REPAIR				
2178				12/22	AP 05/24/22 00000000	C & C WELDING & SANDBLASTING	215.75		06/28/22	
						REPAIRED LEAK ON CYLINDER				
2178				12/22	AP 05/20/22 00000000	D & D TIRE INC.	270.00		06/28/22	
						#2151 REPLACED TIRE				
2178				12/22	AP 05/20/22 00000000	D & D TIRE INC.	150.00		06/28/22	

PREPARED 06/28/2022, 8:47:25
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 34
 ACCOUNTING PERIOD 12/2022

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY						continued				
						#347 REMOUNTED TIRES ON NEW RIMS				
2178				12/22	AP 05/19/22 0000000	D & D TIRE INC.	355.00		06/28/22	
						#381 REPLACED TIRE				
2178				12/22	AP 03/17/22 0000000	CVSI MOTORSPORTS	400.00		06/28/22	
						TINTED WINDOWS ON #293				
ACCOUNT TOTAL							13,248.90	.00	13,248.90	
685-6698-446.93-01 EQUIPMENT / EQUIPMENT										
2190				12/22	AP 06/02/22 0000000	STIVERS FORD, INC.	34,998.00		06/28/22	
						FD561 BRUSH TRUCK VM00635				
2190				12/22	AP 05/31/22 0000000	INTECONNEX	11,938.53		06/28/22	
						SECURITY CAMERAS 2200 TEC H PKWY FY21 PROJECT				
2217				12/22	AP 01/20/22 0000000	HIWAY TRUCK EQUIPMENT INC.	9,666.39		06/28/22	
						PLOW FOR FD561 VM00635				
ACCOUNT TOTAL							56,602.92	.00	56,602.92	
FUND TOTAL							74,912.06	.00	74,912.06	
FUND 686 PAYROLL FUND										
FUND 687 WORKERS COMPENSATION FUND										
FUND 688 LTD INSURANCE FUND										
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE										
2195				12/22	AP 06/10/22 0000000	ODELL COLLISION CENTER	2,422.63		06/28/22	
						REPAIR DAMAGE TO #238 DMG 5/25/22				
2195				12/22	AP 06/10/22 0000000	IA.DIV.LABOR-BOILER/ELEVATOR	120.00		06/28/22	
						BOILER INSPECTION FEE				
2195				12/22	AP 05/27/22 0000000	RASMUSSEN CO., THE	125.00		06/28/22	
						TOW #238 AFTER ACCIDENT 5/25/22				
ACCOUNT TOTAL							2,667.63	.00	2,667.63	
FUND TOTAL							2,667.63	.00	2,667.63	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										

PREPARED 06/28/2022, 8:47:25
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
ACCOUNTING PERIOD 12/2022

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT			
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	POST DT		
FUND 729 HILLSIDE CEMETERY P-CARE												
FUND 790 FLOOD LEVY												
GRAND TOTAL							2,360,080.96	25.00	2,360,055.96			