



**AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, NOVEMBER 02, 2020
7:00 PM AT CITY HALL**

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

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

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

Call to Order by the Mayor

Roll Call

Approval of Minutes

- 1. Regular Meeting of October 19, 2020.

Agenda Revisions

Special Order of Business

- 2. Public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with Strickler Properties, L.C.
 - a) Receive and file proof of publication of notice of hearing. (Notice published October 23, 2020)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development and an Amended Minimum Assessment Agreement with Strickler Properties, L.C.

Old Business

- 3. Pass Ordinance #2971, granting a partial property tax exemption to Owen 5, LLC for construction of an industrial use shop/office facility at 1325 Rail Way, upon its third & final consideration.
- 4. Pass Ordinance #2972, granting a partial property tax exemption to Tjaden Properties, LLC for construction of an industrial use manufacturing/shop facility at 2800 Technology Parkway, upon its third & final consideration.

5. Pass Ordinance #2973, granting a partial property tax exemption to Zuidberg NA, LLC for construction of an industrial use warehouse and office facility at 2700 Capital Way, upon its third & final consideration.
6. Pass Ordinance #2974, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to refuse rates, upon its third & final consideration.
7. Pass Ordinance #2975, amending Chapter 22, Telecommunications, of the Code of Ordinances relative to placement of small wireless facilities, upon its second consideration.

New Business

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

8. Receive and file the following proclamations:
 - a) Native American Heritage Month, November 2020.
 - b) Veterans Day, November 11, 2020.
9. Receive & file the resignation of Rochelle Adkins as a member of the Planning & Zoning Commission.
10. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) David Hartley, Planning and Zoning Commission, term ending 11/01/2025.
 - b) Amanda Lynch, Planning and Zoning Commission, term ending 11/01/2025.
 - c) Sarah Corkery, Parks and Recreation Commission, term ending 06/30/2022.
 - d) Kelsey Schreiber, Parks and Recreation Commission, term ending 06/30/2022.
11. Receive and file the City Council Work Session minutes of October 19, 2020 relative to City Council Organizational Effectiveness.
12. Receive and file the Committee of the Whole minutes of October 19, 2020 relative to E-bikes.
13. Receive and file Departmental Monthly Reports for September 2020.
14. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY21 Self-Supported Municipal Improvements District (SSMID) Funds and an FY21 Economic Development Grant.
15. Approve the application of Anderson Acres Brewing Company, d/b/a Lark Brewing, 6301 University Avenue, for a Class C liquor & outdoor service license.

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.)

16. Resolution approving and adopting certain revised Personnel Policies.
17. Resolution approving and authorizing execution of a Service/Product Agreement with Professional Office Services, Inc. relative to printing the City's Currents newsletter.
18. Resolution authorizing certification of eligible expenses for reimbursement from the College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified Tax Increment Financing Revenues.
19. Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal fees, incentive payments, and project costs related to Downtown Visioning and Downtown Streetscape in the Downtown Urban Renewal Area.

- [20.](#) Resolution approving and authorizing an inter-fund loan from the Parking Fund to the Tax Increment Financing (TIF) Fund relative to funding for project costs related to parking improvements in the Downtown Urban Renewal Area.
- [21.](#) Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for the Prairie Parkway landscaping project in the Pinnacle Prairie Urban Renewal Area.
- [22.](#) Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal, construction, oversizing costs, master plans, and administrative fees related to the Gateway Business Park, Cyber Lane, and various projects in the South Cedar Falls Urban Renewal Area.
- [23.](#) Resolution approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for the purchase of land and related expenses in the South Cedar Falls Urban Renewal Area.
- [24.](#) Resolution approving and authorizing an inter-fund loan from the Local Option Sales Tax (LOST) Fund to the Tax Increment Financing (TIF) Fund relative to funding for legal, engineering, construction, and administrative fees related to the Ridgeway Avenue project in the South Cedar Falls Urban Renewal Area.
- [25.](#) Resolution approving and authorizing an inter-fund loan from the Tax Increment Financing (TIF) Bond Fund to the Tax Increment Financing (TIF) Fund relative to funding for Highway 58 Corridor Improvements, West Viking Road, Industrial Park Street Expansion, and administrative and legal fees in the Unified Urban Renewal Area.
- [26.](#) Resolution approving and authorizing an inter-fund loan from the Economic Development Fund to the Tax Increment Financing (TIF) Fund relative to funding for purchase of land in the Unified Urban Renewal Area.
- [27.](#) Resolution approving and authorizing an inter-fund loan from the Street Improvement Fund to the Tax Increment Financing (TIF) Fund relative to funding for project costs related to the University Avenue Phase III project in the Unified Urban Renewal Area.
- [28.](#) Resolution approving and authorizing submission of the City's FY20 Annual Urban Renewal Report.
- [29.](#) Resolution renaming Black Hawk Road to Katoski Drive, from the eastern city limits to the intersection of Cedar Heights Drive.
- [30.](#) Resolution approving and authorizing execution of an Agreement for Animal Control Services with the City of Waterloo, Iowa.
- [31.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a refuse collection unit.
- [32.](#) Resolution approving the Certificate of Completion and accepting the work of Vieth Construction Corporation for the 2019 Peter Melendy Park Renovation Project.
- [33.](#) Resolution approving and authorizing execution of a Joint Funding Agreement for Water Resource Investigations with the U.S. Geological Survey relative to the Cedar River Streamgauge Station.
- [34.](#) Resolution of support for a grant application to the Black Hawk County Gaming Association relative to the Downtown Streetscape Project, Phase 2.
- [35.](#) Resolution approving and adopting payment standards for the City's Section 8 Rental Assistance Program for 2021.
- [36.](#) Resolution setting November 16, 2020 as the date of public hearing on amendments to the FFY19 Annual Action Plan for Community Development Block Grant (CDBG) & HOME Program funding relative to the CARES Act.

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

Allow Bills and Payroll

- [38.](#) Allow Bills and Payroll of November 2, 2020.

City Council Referrals

City Council Updates

Staff Updates

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

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, OCTOBER 19, 2020
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 7:09 P.M. on the above date. The Mayor opened the meeting and announced that the meeting was being conducted electronically in conformance with the Governor's Proclamation of Disaster Emergency to limit the spread of COVID-19. Members present: Miller, deBuhr, Harding, Darrah, Sires, Dunn. Absent: Kruse.

- 53034 - It was moved by Miller and seconded by Darrah that the minutes of the Regular Meeting of October 5, 2020 be approved as presented and ordered of record. Motion carried unanimously.
- 53035 - It was moved by Harding and seconded by Miller that Ordinance #2974, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to refuse rates, be passed upon its second consideration. Following questions by Jim Skaine, 2215 Clay Street, and Councilmember Dunn, and responses by Finance and Business Operations Director Rodenbeck, City Administrator Gaines and Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried.
- 53036 - It was moved by Darrah and seconded by Miller that Resolution #22,140, extending the face mask mandate adopted by Resolution #22,097 on September 8, 2020 for the City of Cedar Falls, be adopted.

The following individuals spoke in support of the extended mandate:

Mark Nook, University of Northern Iowa President, 2501 College Street
Penny Popp, 4805 South Main Street

The following individuals provided general questions and comments:

Thomas (T.J.) Frein, 1319 Austin Way
Jim Skaine, 2215 Clay Street
Mark Iehl, 2308 Primrose Drive
Rick Sharp, 1623 Birch Street

Following responses by Mayor Green, Councilmembers Dunn and Harding, City Administrator Gaines, Public Library Director Stern, and Public Safety Services Director Olson, it was then moved by Dunn and seconded by Harding to amend the resolution to state that the mandate be in effect "until a vaccine is available." Following comments by Councilmember Harding, Councilmember Dunn withdrew the motion to amend.

It was then moved by Dunn and seconded by Harding to amend the resolution to more specifically state "until a vaccine is readily available." Following comments

by Councilmembers Darrah, Harding, Miller and Mayor Green, Councilmember Dunn withdrew the motion to amend.

The Mayor then put the question on the original motion, and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Dunn, Miller. Nay: Sires, deBuhr. Motion carried. The Mayor then declared Resolution #22,140 duly passed and adopted.

53037 - It was moved by Miller and seconded by deBuhr that the following items and recommendations on the Consent Calendar be received, filed and approved:

Receive and file a proclamation recognizing the week of October 18-24, 2020 as Character Counts Week.

Receive and file a proclamation recognizing October 24, 2020 as United Nations Day.

Receive and file a proclamation recognizing October 24, 2020 as World Polio Day.

Receive and file the Committee of the Whole minutes of October 5, 2020 relative to the following items:

- a) Library Trustee Interview - Reginald Green.
- b) Great American Rail Trail.
- c) Parking Large Vehicles & Trailers on City Streets.

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

Approve the application of G Corner, 2125 College Street #D1, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for beer permits and liquor licenses:

- a) Tony's La Pizzeria, 407 Main Street, Class C liquor & outdoor service - renewal.
- b) Fareway Store, 4500 South Main Street, Class E liquor - renewal.
- c) G Corner, 2125 College Street, Class E liquor – new.

Motion carried unanimously.

53038 - It was moved by deBuhr and seconded by Miller to receive and file a proclamation recognizing October 24, 2020 as Altrusa International Make a Difference Day. Following comments by Cedar Falls Altrusa Club representative Amy Jardon, the motion carried unanimously.

53039 - It was moved by Harding and seconded by Dunn that the following resolutions be introduced and adopted:

Resolution #22,141, levying a final assessment for costs incurred by the City to mow and clear overgrown vegetation on the property located at 2208 Coventry Lane.

Resolution #22,142, levying a final assessment for costs incurred by the City to mow the property located at 216 Iowa Street.

Resolution #22,143, levying a final assessment for costs incurred by the City to remove a hazardous tree on the property located at 1840 Rainbow Drive.

Resolution #22,144, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with B3 Brew, LLC. relative to a post-construction stormwater management plan on Lot 7/8 of the Village of Cedar Falls Block 19.

Resolution #22,145, approving and authorizing execution of two Temporary Easement and Settlement Agreements, and approving and accepting two Temporary Easements, in conjunction with the Mandalay Slope Stabilization Project.

Resolution #22,146, setting November 2, 2020 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with Strickler Properties, L.C.

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: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolutions #22,141 through #22,146 duly passed and adopted.

53040 - It was moved by Miller and seconded by Harding that Resolution #22,147, naming official depositories for the City of Cedar Falls, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response from Mayor Green, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,147 duly passed and adopted.

53041 - It was moved by Miller and seconded by Darrah that Resolution #22,148, approving and authorizing execution of a Water Service Territory Agreement with Iowa Regional Utilities Association (IRUA) relative to providing utilities to customers within the expanded industrial park area, be adopted. City Administrator Gaines and City Attorney Rogers responded to questions and comments by Councilmembers Sires, Miller and Harding, Mayor Green, and Jim Skaine, 2215 Clay Street. Following comments by Rick Sharp, 1623 Birch Street, regarding technical difficulties, it was moved by Harding and seconded by Miller to take a brief recess at 7:59 P.M. to resolve the issue. Motion carried unanimously.

The Mayor reconvened the meeting at 8:45 P.M. Following a question by Councilmember Harding 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: Harding, Darrah, Dunn, Miller, deBuhr. Nay: Sires. Motion carried. The Mayor then declared Resolution #22,148 duly passed and adopted.

- 53042 - It was moved by Miller and seconded by Harding that Resolution #22,149, approving and authorizing execution of a contract with the Governor's Traffic Safety Bureau (GTSB) of the Iowa Department of Public Safety relative to funding of traffic enforcement and training related to traffic enforcement efforts, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and response by Police Chief Berte, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,149 duly passed and adopted.
- 53043 - It was moved by Miller and seconded by Darrah that Resolution #22,150, approving and authorizing the expenditure of funds for the purchase of an air handling system for the fleet maintenance area of the Public Works facility, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and responses by Mayor Green and Public Works Director Schrage, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,150 duly passed and adopted.
- 53044 - It was moved by Miller and seconded by Darrah that Resolution #22,151, approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Co., LLC for the 2019 Sanitary Sewer Rehabilitation Project, be adopted. Following a question by Jim Skaine, 2215 Clay Street, and responses by Councilmembers Miller, Harding and Darrah, Finance and 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: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,151 duly passed and adopted.
- 53045 - It was moved by Darrah and seconded by Miller that Resolution #22,152, approving the Certificate of Completion and accepting the work of Peterson Contractors, Inc. for the 2019 Street Reconstruction Project, be adopted. Following a comment by Jim Skaine, 2215 Clay Street, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,152 duly passed and adopted.
- 53046 - It was moved by Miller and seconded by Harding that Resolution #22,153, approving a Central Business District (CBD) Overlay Zoning District site plan for façade improvements at 114 West 5th Street, be adopted. Following a comment by Mason Fromm, 1922 Grand Boulevard, the Mayor put the question on the

motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried. The Mayor then declared Resolution #22,153 duly passed and adopted.

53047 - It was moved by Harding and seconded by Darrah that Ordinance #2975, amending Chapter 22, Telecommunications, of the Code of Ordinances relative to placement of small wireless facilities, be passed upon its first consideration. Following questions and comments by Jim Skaine, 2215 Clay Street, and Councilmembers Miller and Harding, and responses by Community Development Director Sheetz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried.

53048 - It was moved by Harding and seconded by Miller that the bills and payroll of October 19, 2020 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Harding, Darrah, Sires, Dunn, Miller, deBuhr. Nay: None. Motion carried.

53049 - It was moved by Harding and seconded by Darrah to refer to the Committee of the Whole discussion of a policy on City Council meetings during the Covid-19 pandemic. Following questions and comments by Councilmembers deBuhr, Harding and Dunn and response by Mayor Green, the motion carried unanimously.

It was then moved by Miller and seconded by Harding to have a Council packet available at the Cedar Falls Public Library on each Friday afternoon before the Council Meeting. Following a question by Councilmember deBuhr and response by Public Library Director Stern, the motion carried unanimously.

53050 - Community Development Director Sheetz provided an update on the Cedar Falls Resilience Plan, announcing public workshops, survey and town hall meeting.

Public Safety Services Director Olson provided information on mutual aid response for a structure fire in Dike.

53051 - Jim Skaine, 2215 Clay Street, commented on his treatment at public meetings and a general misunderstanding about the spread of Covid.

Public Safety Services Director Olson responded to questions and comments by Rick Sharp, 1623 Birch Street, regarding staffing and the response by the Cedar Falls Public Safety Department to the recent fire in Dike.

53052 - It was moved by Harding and seconded by Dunn that the meeting be adjourned at 9:45 P.M. Motion carried unanimously.

Jacqueline Danielsen, MMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 20, 2020
SUBJECT: Strickler Properties, L.C. Amended and Restated Agreement for Private Development

On August 19, 2019, City Council approved an Agreement for Private Development between the City of Cedar Falls and Strickler Properties, L.C. for the construction of a new 6,000 square foot office/storage facility in the West Viking Road Industrial Park (6415 Development Drive). In return for constructing the building and adding taxable value, the City donated 1.25 acres of land to the company for the project.

The original Agreement required a minimum building valuation and permit valuation of \$640,000, with a total project minimum assessed valuation of \$721,675 (including land). Typically for projects with a minimum building valuation of under \$1,000,000, no tax incentives are included, except for the donation of land.

After approval of the Agreement, the company began preparations for construction. Once the final design of the building was complete and an application for a building permit was submitted, the cost of the building was higher compared to what the original Agreement indicated, as the total cost of the building had gone from \$640,000 to \$1,100,000, which is an increase of \$460,000.

Because of this increase in building cost, Strickler Properties, L.C. is requesting that the City amend the current Agreement for Private Development in order to increase the minimum building and permit valuation from \$640,000 to \$1,100,000. By increasing the minimum building valuation to \$1,100,000, the property would then qualify for a 3-year partial property tax rebate (for reference, policy indicates that a project with a minimum building valuation between \$1,000,000 and \$1,200,000 generally would receive a 3-year partial property tax rebate, while a project with a minimum building value above \$1,200,000 generally would receive a 5-year partial property tax rebate). It should be noted that since this project is for an office use and not an industrial manufacturing or warehousing use, a tax rebate is offered in lieu of the industrial partial property tax abatement.

The proposed changes for your consideration within the Amended and Restated Agreement for Private Development include increasing the minimum building valuation and minimum permit valuation from \$640,000 to \$1,100,000; increasing the minimum assessed valuation from \$721,675 to \$1,181,675 (including land); and to provide for the 3-year partial property tax rebate.

Section 8.1 of the Amended and Restated Agreement for Private Development references the Economic Development Grant – Property Tax Rebates. For this project, the following exemption schedule is estimated using the existing TIF tax rate and projecting annual property taxes of \$27,868:

<u>Year</u>	<u>% Exemption</u>	<u>\$ Abated</u>	<u>\$ Amount Paid</u>	<u>\$ Total Taxes</u>
1	45%	\$12,540	\$15,328	\$27,868
2	45%	\$12,540	\$15,328	\$27,868
3	45%	\$12,540	\$15,328	\$27,868
		<u>\$37,620</u>	<u>\$45,984</u>	<u>\$83,604</u>

The Amended and Restated Agreement for Private Development by and between the City of Cedar Falls, Iowa and Strickler Properties, L.C. is attached for your review. This Amended and Restated Agreement was reviewed by City Attorney Kevin Rogers, and is acceptable to both parties.

It is recommended that City Council adopt and approve the following:

1. Resolution approving and authorizing execution of an Amended and Restated Agreement for Private Development and an Amended Minimum Assessment Agreement by and between the City of Cedar Falls, Iowa, and Strickler Properties, L.C.

If you have any questions pertaining to this project, please feel free to let me know.

xc: Ron Gaines, P.E., City Administrator
Dave Strickler, Strickler Properties, L.C.



Strickler Properties, LC
6,000 sq. ft.
Office/Storage Facility



Project Location

Test America

Venture Way

Ashley Furniture Distribution Center

Bossard

ACOH, LLC

Development Dr

Capital Way

Hawkeye Corrugated Box

Production Dr

Technology Pl

Technology Pkwy

D. LaPorte

AMENDED AND RESTATED

AGREEMENT FOR PRIVATE DEVELOPMENT

BY AND BETWEEN

THE CITY OF CEDAR FALLS, IOWA

AND

STRICKLER PROPERTIES, L.C.

TABLE OF CONTENTS

AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

ARTICLE I. DEFINITIONS..... 6
 Section 1.1. Definitions..... 6

ARTICLE II. REPRESENTATIONS AND WARRANTIES..... 9
 Section 2.1. Representations and Warranties of the City..... 9
 Section 2.2. Representations and Warranties of Developer..... 10

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS..... 12
 Section 3.1. Construction of Minimum Improvements..... 12
 Section 3.2. Building Permit Valuation Amount..... 12
 Section 3.3. Construction Plans..... 13
 Section 3.4. Commencement and Completion of Construction..... 13
 Section 3.5. Certificate of Completion..... 13

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY 14
 Section 4.1. Restrictions on Use..... 14

ARTICLE V. INSURANCE..... 15
 Section 5.1. Insurance Requirements..... 15
 Section 5.2. Condemnation..... 17
 Section 5.3. Reconstruction or Payment..... 17

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS 18
 Section 6.1. Execution of Assessment Agreement..... 18
 Section 6.2. Maintenance of Properties..... 18
 Section 6.3. Maintenance of Records..... 19
 Section 6.4. Compliance with Laws..... 19
 Section 6.5. Real Property Taxes..... 19
 Section 6.6. Sales Tax..... 19
 Section 6.7. Utility Usage..... 19
 Section 6.8. Annual Certification..... 20
 Section 6.9. Use of Tax Increments..... 20
 Section 6.10. Provisions To Be Included In Leases Covering Development Property..... 20
 Section 6.11. Relocation..... 21

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER..... 22

Section 7.1. Representation As to Development..... 22

Section 7.2. Prohibition Against Transfer of Property and Assignment of Amended Agreement..... 22

Section 7.3. Approvals..... 24

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferees..... 24

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT PROPERTY TAX REBATES..... 25

Section 8.1. Economic Development Grant – Property Tax Rebates... 25

Section 8.2. Additional Conditions to Payment of Economic Development Grants..... 26

Section 8.3. Source of Grant Funds Limited..... 27

Section 8.4. Use of Other Tax Increments..... 28

ARTICLE IX. INDEMNIFICATION..... 28

Section 9.1. Release and Indemnification Covenants..... 28

ARTICLE X. REMEDIES..... 29

Section 10.1. Events of Default Defined..... 29

Section 10.2. Remedies on Default..... 30

Section 10.3. No Remedy Exclusive..... 32

Section 10.4. No Implied Waiver..... 32

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses..... 32

ARTICLE XI. MISCELLANEOUS..... 32

Section 11.1. Conflict of Interest..... 32

Section 11.2. Non-Discrimination..... 33

Section 11.3. Notices..... 33

Section 11.4. Titles of Articles and Sections..... 33

Section 11.5. Provisions Not Merged With Deed..... 34

Section 11.6. Governing Law..... 34

Section 11.7. Entire Amended Agreement..... 34

Section 11.8. Successors and Assigns..... 34

Section 11.9. Termination Date..... 34

Section 11.10. Memorandum of Amended and Restated Agreement..... 34

Section 11.11. Immediate Undertaking..... 34

Section 11.12. No Partnership or Joint Venture..... 34

Section 11.13. Captions..... 34

Section 11.14.	<u>Number and Gender of Words</u>	35
Section 11.15.	<u>Invalid Provisions</u>	35
Section 11.16.	<u>Multiple Counterparts</u>	35
Section 11.17.	<u>Authorization</u>	35
Section 11.18.	<u>Time of the Essence</u>	35
Section 11.19.	<u>Survival</u>	35
Section 11.20.	<u>Agreement Terminated</u>	36
EXHIBIT A	Development Property.....	38
EXHIBIT B	Minimum Improvements.....	39
EXHIBIT C	Certificate of Completion.....	40
EXHIBIT D	Minimum Assessment Agreement.....	42
EXHIBIT E	Memorandum of Amended and Restated Agreement for Private Development.....	46

AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

THIS AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Amended Agreement"), is made on or as of the ____ day of _____, 2020, by and between the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and STRICKLER PROPERTIES, L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 209 Main Street, Cedar Falls, Iowa 50613.

WITNESSETH:

WHEREAS, an AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement") between the City and Developer was approved by the City Council of the City on August 19, 2019, by Resolution No. 21,664; and

WHEREAS, the Agreement provided, among other things, for a minimum building permit value in the amount of \$640,000.00 as well as a minimum assessment for taxation purposes of building and land of \$721,675.00; and

WHEREAS, Developer has obtained a building permit and has begun construction of the minimum improvements described in the Agreement; and

WHEREAS, the actual value of the building permit when issued was \$1,100,000.00; and

WHEREAS, the actual assessment for taxation purposes of building and land when construction is completed is expected to be approximately \$1,181,675.00; and

WHEREAS, the Agreement did not provide for an economic development grant, as the building did not meet the minimum building permit valuation of \$1,000,000.00 per City policy; and

WHEREAS, the actual value of the building permit when issued was \$1,100,000.00, which meets the minimum building permit valuation to provide for an economic development grant; and

WHEREAS, the City and the Developer wish to amend and restate the Agreement to account for the aforementioned circumstances which will be of mutual benefit to the City and to the Developer; and

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Cedar Falls Unified Highway 58 Corridor Urban Renewal Area (“Area” or “Urban Renewal Area”) as set forth in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan, as amended (“Plan” or “Urban Renewal Plan”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Black Hawk County, Iowa; and

WHEREAS, the Developer has acquired certain real property located in the foregoing Urban Renewal Plan and as more particularly described in Exhibit A annexed hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, the Developer is willing to develop the Development Property for and in accordance with the uses specified in the Urban Renewal Plan and in accordance with this Amended Agreement by completing construction of certain Minimum Improvements (as hereafter defined) on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Amended Agreement and the fulfillment generally of this Amended Agreement, are in the vital and best interests of the residents of the City, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted, including but not limited to Chapters 15A and 403 of the Code of Iowa.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Amended Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Amended Agreement means this Amended Agreement and all appendices hereto, as the same may be from time to time modified, amended or supplemented.

Assessment Agreement means the Minimum Assessment Agreement substantially in the form of the agreement contained in Exhibit D attached hereto and hereby made a part

of this Amended Agreement, among the Developer, the City and the Assessor for the County, entered into pursuant to Article VI of this Amended Agreement.

Assessor's Minimum Actual Value means the agreed minimum actual taxable value of the Minimum Improvements to be constructed on the Development Property for calculation and assessment of real property taxes as set forth in the Assessment Agreement.

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

City or Cedar Falls means the City of Cedar Falls, Iowa, or any successor to its functions.

Code of Iowa means the Code of Iowa, 2019, as amended.

Commencement Date means the date of the issuance by the City of a building permit for the Minimum Improvements.

Construction Plans means the plans, specifications, drawings and related documents of the construction work to be performed by the Developer on the Development Property; the plans (a) shall be as detailed as the plans, specifications, drawings and related documents which are submitted to the building inspector of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); and (7) landscape plan.

County means the County of Black Hawk, Iowa.

Developer means Strickler Properties, L.C.

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

Event of Default means any of the events described in Section 10.1 of this Amended Agreement.

Industrial Use Office/Storage Facility means the Minimum Improvements.

Minimum Improvements shall mean the construction of an Industrial Use Office/Storage Facility totaling at least 6,000 square feet of finished space, together with all related site improvements described in the Construction Plans, as outlined in Exhibit B hereto, including the land.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Amended Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance shall mean Ordinance(s) of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided, with a portion of said taxes to be paid into the Urban Renewal Tax Increment Revenue Fund, referred to and authorized by Section 403.19(2) of the Code of Iowa.

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

State means the State of Iowa.

Tax Increments means the property tax increment revenues on the Minimum Improvements and Development Property divided and made available to the City for deposit in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Tax Increment Revenue Fund, under the provisions of Section 403.19 of the Code of Iowa and the Ordinance.

Termination Date means the date of expiration of the Assessment Agreement, as provided in Section 11.9 of this Amended Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the Party claiming the delay).

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

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

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

- (a) The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Amended Agreement and carry out its obligations hereunder.
- (b) This Amended Agreement has been duly and validly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the Developer, is in full force and effect and is a valid and legally binding instrument of the City enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended Agreement are not prevented by, limited by, in conflict with, nor will they result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.
- (d) The City has not received any notice from any State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the Developer has previously been notified in writing). The City is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the City is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.
- (e) The City will cooperate fully with the Developer in resolution of any building, traffic, parking, trash removal or public safety problems which may arise in connection with the design, construction and operation of the Minimum Improvements, including but not limited to any problems which may arise

with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.

- (f) The City would not undertake its obligations under this Amended Agreement without the consideration being made to the City pursuant to this Amended Agreement.
- (g) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.
- (h) The Development Property is zoned “M-1-P, Planned Industrial District”. The “M-1-P, Planned Industrial District” zoning classification permits by right the construction, equipping and operation of the Minimum Improvements.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

- (a) The Developer is a limited liability company duly organized and validly existing under the laws of the State of Iowa, is properly authorized to conduct business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Amended Agreement.
- (b) This Amended Agreement has been duly and validly authorized, executed and delivered by the Developer and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.
- (c) The execution and delivery of this Amended Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Amended Agreement are not prevented by, limited by, in conflict with, nor will they result in a violation or breach of, the terms, conditions or provisions of the certificate of organization and operating agreement, together with all amendments thereto, of the Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by

which it or its properties are bound, nor do they constitute a default under any of the foregoing.

- (d) There are no actions, suits or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of the Developer or which in any manner raises any questions affecting the validity of this Amended Agreement or the ability of Developer to perform its obligations under this Amended Agreement.
- (e) The Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Amended Agreement, the Urban Renewal Plan and all local, State and federal laws and regulations, except for variances necessary to construct the Minimum Improvements contemplated in the Construction Plans.
- (f) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.
- (g) The construction of the Minimum Improvements will require a total investment of not less than One Million One Hundred Thousand Dollars and no/100 Dollars (\$1,100,000.00), and a taxable valuation of One Million One Hundred Eighty One Thousand Six Hundred and Seventy Five Dollars and no/100 Dollars (\$1,181,675.00) is reasonable for the Minimum Improvements and the land that together comprise the Development Property.
- (h) The Developer has not received any notice from any local, State or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

- (i) The Developer has equity funds and/or has commitments for financing in amounts sufficient to successfully complete the construction of the Minimum Improvements, in accordance with the Construction Plans contemplated by this Amended Agreement.
- (j) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements, including but not limited to any problems which may arise with respect to traffic at the intersections where access drives on the Development Property meet roadways or streets owned by the City.
- (k) The Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by the 1st day of July, 2021.
- (l) The Developer would not undertake its obligations under this Agreement without the consideration being made to the Developer pursuant to this Amended Agreement.
- (m) All covenants, stipulations, promises, agreements and obligations of the Developer contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Developer, and not of any member, officer, agent, servant or employee of the Developer in the individual capacity thereof.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to the City. The Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in the Construction Plans, and shall in no event require a total investment of less than One Million One Hundred Thousand Dollars and no/100 Dollars (\$1,100,000.00).

Section 3.2 Building Permit Valuation Amount. The Developer has applied for and obtained from the City a building permit, and shall pay all necessary additional permit fees in connection with the construction of the Minimum Improvements on the Development Property, based upon a building permit valuation amount (hereinafter the "Building Permit Valuation Amount") of a minimum of One Million One Hundred Thousand Dollars and no/100 Dollars (\$1,100,000.00).

Section 3.3. Construction Plans. The Developer has caused Construction Plans to be provided for the Minimum Improvements which were approved by the City as provided in this Section 3.3. The Construction Plans are in conformity with the Urban Renewal Plan, this Amended Agreement, and all applicable State and local laws and regulations, except for variances the Developer and the City agree are necessary to construct or operate the Minimum Improvements. The City has approved the Construction Plans in writing. Approval of the Construction Plans pursuant to this Section 3.3 constitutes approval for the purpose of this Amended Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City.

Approval of the Construction Plans by the City does not relieve the Developer of any obligation to comply with the terms and provisions of this Amended Agreement, or the provisions of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Amended Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.4. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer shall cause construction of the Minimum Improvements to be undertaken by no later than the 1st day of September, 2020, and completed (i) by no later than the 1st day of July, 2021, or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend the completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. However, an extension of the completion of the Minimum Improvements shall not affect the date upon which the Assessor's Minimum Actual Value shall become effective. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City. The Developer agrees that it shall permit designated representatives of the City to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction.

Section 3.5. Certificate of Completion. Upon written request of the Developer after issuance of an occupancy permit for the Minimum Improvements, the City will furnish the Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Amended Agreement with respect to the obligations of the Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the Black Hawk County Recorder's office at the Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.5, the City shall, within twenty (20) days after written request by the Developer, provide to the Developer a written statement indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Amended Agreement, or is otherwise in default under the terms of this Amended Agreement, and what measures or acts it will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such Certificate of Completion.

ARTICLE IV. RESTRICTIONS UPON USE OF DEVELOPMENT PROPERTY

Section 4.1. Restrictions on Use. The Developer shall:

- (a) Use the Development Property for any lawful use, and devote the Development Property to, and only to and in accordance with, the uses specified in the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan until the Termination Date; and
- (b) Not discriminate upon the basis of race, creed, color, sex, gender, sexual orientation, gender identity, religion, age, disability or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.
- (c) It is intended and agreed that the agreements and covenants provided in this Section shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Amended Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, as against every successor in interest to the Development Property, or any part thereof or any interest therein, and as against any party in possession or occupancy of the Development Property or any part thereof. It is further intended and agreed that the agreements and covenants provided in subdivisions (a) and (b) of this Section shall remain in effect only through the Termination Date.
- (d) It is intended and agreed that the City and its successors and assigns shall be deemed beneficiaries of the agreements and covenants provided in this Section, both for and in its own right and also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided.

Such agreements and covenants shall run in favor of the City, until the Termination Date, during which time such agreements and covenants shall be in force and effect, without regard to whether the City has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such agreements and covenants relate. The City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or any other beneficiaries of such agreement or covenant may be entitled.

ARTICLE V. INSURANCE AND CONDEMNATION

Section 5.1. Insurance Requirements.

- (a) The Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):
 - (i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis", in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy;
 - (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance), together with an Owner's Contractor's Policy, with limits against bodily injury and property damage of at least \$2,000,000. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Minimum Improvements and arising out of any act, error, or omission of the Developer, its members, managers, officers, contractors and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to the Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.
 - (iii) Worker's compensation insurance, with statutory coverage.

- (b) Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on) insurance as follows:
- (i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by the Developer and approved by the City.
 - (ii) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$2,000,000.
 - (iii) Such other insurance, including worker's compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure.
- (c) All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. The Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such

insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

- (d) Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to the Developer, and Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof. The provisions of this paragraph shall apply to casualties that occur prior to the Termination Date.
- (e) The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

Section 5.2. Condemnation. In the event that title to and possession of the Minimum Improvements or any other material part thereof shall be taken in condemnation or by the exercise of the power of eminent domain by any governmental body or other person (except the City), so long as the Assessment Agreement shall remain in effect, the Developer or his successor shall, with reasonable promptness after such taking, notify the City as to the nature and extent of such taking.

Section 5.3. Reconstruction or Payment. Upon receipt of any Condemnation Award or property insurance proceeds, the Developer shall use the entire Condemnation Award to reconstruct the Minimum Improvements (or, in the event only a part of Minimum Improvements have been taken, then to reconstruct such part) upon the Development Property or elsewhere within the Project Area.

ARTICLE VI. ASSESSMENT AGREEMENT AND OTHER COVENANTS

Section 6.1. Execution of Assessment Agreement. The Developer shall agree to, and with the City shall execute, concurrently with the execution of this Amended Agreement, an Assessment Agreement pursuant to the provisions of Section 403.19, Code of Iowa, substantially in the form and content of Exhibit D attached hereto, specifying the Assessor's Minimum Actual Value for the Minimum Improvements to be constructed on the Development Property for calculation of real property taxes. Specifically, the Developer shall agree to a minimum actual taxable value for the Minimum Improvements and the land that together comprise the Development Property, which will result in a minimum actual taxable value as of January 1, 2022, of not less than One Million One Hundred Eighty One Thousand Six Hundred Seventy Five Dollars and no/100 Dollars (\$1,181,675.00) (such minimum actual taxable value at the time applicable is herein referred to as the "Assessor's Minimum Actual Value"). Nothing in the Assessment Agreement shall limit the discretion of the Assessor to assign an actual taxable value to the Minimum Improvements or the land, in excess of such Assessor's Minimum Actual Value nor prohibit the Developer or its successors from seeking through the exercise of legal or administrative remedies a reduction in such actual taxable value for property tax purposes; provided, however, that the Developer or its successors shall not seek a reduction of such actual taxable value below the Assessor's Minimum Actual Value in any year so long as the Assessment Agreement shall remain in effect. The Assessment Agreement shall remain in effect until the 31st day of December, 2032 (the "Termination Date"). The Assessment Agreement shall be certified by the Assessor for the County as provided in Section 403.19 of the Code of Iowa, and shall be filed for record in the office of the County Recorder of the County, and such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property (or part thereof), whether voluntary or involuntary, and such Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent purchaser or encumbrancer, as well as any prior encumbrancer consenting thereto.

Section 6.2. Maintenance of Properties. The Developer will maintain, preserve and keep the Minimum Improvements in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions, until the Termination Date.

Section 6.3 Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.4. Compliance with Laws. The Developer will comply with all laws, rules and regulations relating to the Minimum Improvements, other than laws, rules and regulations the failure to comply with which or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the Developer’s business, property, operations, or condition, financial or otherwise. The provisions of this paragraph shall apply for all periods prior to the Termination Date.

Section 6.5. Real Property Taxes. The Developer shall pay, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by it.

The Developer and its successors agree that prior to the Termination Date:

- (a) It will not seek any tax exemption, either presently or prospectively authorized under any State or federal law with respect to taxation of real property contained on the Development Property between the date of execution of this Amended Agreement and the Termination Date. The foregoing shall not impair any rights to appeal the valuation set by the Black Hawk County Assessor as provided by law.
- (b) It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property, Minimum Improvements or to the Developer or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.
- (c) It will not seek any tax deferral or abatement, except reimbursement, if any, that is specifically provided for in this Amended Agreement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, State or federal law, of the taxation of real property contained on the Development Property between the date of execution of this Amended Agreement and the Termination Date.

Section 6.6. Sales Tax. The Developer shall pay all sales tax payable with respect to the Minimum Improvements.

Section 6.7. Utility Usage. The Developer agrees for itself and its successors and assigns, specifically including all commercial tenants and all other persons, firms or other entities operating any business on the Development Property or any portion thereof, that for all periods up to the Termination Date that all utility needs for the Industrial Use Office/Storage Facility shall be furnished from City-owned utilities, including electricity,

natural gas, water, sanitary sewer, cable television, telephone, internet and other fiber-optic communications service including point-to-point, VLAN and last mile fiber services for a corporate network connection. The Developer and its successors and assigns agree to work with Cedar Falls Utilities to attain needed communication services (as defined above). Should it be mutually agreed upon by both parties that City-owned utilities are unable to meet the communication requirements specified, the Developer and its successors and assigns, as defined and described in this section, shall not, however, have any obligation or duty to use or take any minimum amount, and shall have no obligation to pay any amount in excess of the generally applicable rates for like users based upon actual use.

Section 6.8. Annual Certification. To assist the City in monitoring and performance of Developer hereunder, a duly authorized officer of the Developer shall annually provide to the City: (a) proof that all ad valorem taxes on the Development Property have been paid for the prior fiscal year; and (b) certification that, to the best of such officer's knowledge during the preceding twelve (12) months, the Developer was not in default in the fulfillment of any of the terms and conditions of this Amended Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2022, and ending on October 15, 2032, both dates inclusive.

Section 6.9. Use of Tax Increments. The City shall be free to use any and all Tax Increments collected in respect of the Development Property for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act; and the City shall have no obligations to the Developer with respect to the use of such increments.

Section 6.10. Provisions To Be Included In Leases Covering Development Property. The Developer agrees to include provisions in each commercial lease agreement the Developer enters into with any tenant that will occupy the Development Property or operate a business thereon, for all periods up to the Termination Date, which provide as follows: (a) that tenant acknowledges that the leased premises are part of the Development Property and are subject to the terms and conditions of this Amended Agreement; (b) that this Amended Agreement is binding upon Developer's successors and assigns, specifically including all commercial tenants; (c) that certain of the terms and conditions of this Amended Agreement specifically impact the tenant's use of and conduct of its business operations on the Development Property, which terms and conditions include, but are not necessarily limited to, Sections 4.1, 5.1(b), 6.2, 6.7, 7.2, 7.3 and 11.2;

and (d) that the tenant agrees to operate its business and conduct its operations on the Development Property in a manner consistent with all of the terms and conditions of this Amended Agreement.

Section 6.11. Relocation. Developer agrees and covenants that it shall not, absent written consent from the City, sell or lease the Minimum Improvements or Development Property to any enterprise that is relocating (“Relocating”) to the City from another part of Black Hawk County or a contiguous county during the term (the “Term”) of this Relocation provision (the “Relocation Provision”). “Relocating” or “Relocation” means the closure or substantial reduction of an enterprise’s existing operations in one area of the State and the initiation of substantially the same operation in the same county or a contiguous county in the State. The Term of this Relocation Provision will expire on the Termination Date as described in Section 11.9. In general, urban renewal incentives cannot be used for projects that involve a Relocating enterprise (whether the relocating enterprise is the developer, land owner, tenant, or otherwise) unless there is a written agreement regarding the use of economic incentives between the city where the business is currently located and the city to which the business is Relocating, either specific to this Project or in general (i.e., a fair play or neutrality agreement), or if the City finds that the use of tax increments in connection with the Relocation is in the public interest, which means that the business has provided a written affirmation that it is considering moving part or all of its operations out of the State and such action would result in either significant employment or wage loss in Iowa. Developer understands and agrees that if it sells or leases to a Relocating enterprise in violation of the Relocation Provision, as determined by the City in its sole discretion, such action shall be deemed an Event of Default under this Amended Agreement, and, in addition to any remedies set forth in Section 10.2:

- (i) Developer shall be ineligible to receive any future unpaid Economic Development Grants, if applicable;
- (ii) Developer shall be responsible for paying the City an amount equal to the previously paid Economic Development Grants, if applicable, with interest thereon at the highest rate permitted by State law; and
- (iii) If Developer received all or a portion of the Development Property from the City for less than the full fair market value of the Development Property (“Full Value”), then the Developer shall pay the City the difference between the Full Value of the Development Property and what the Developer actually paid the City for such property. At the request of the City (which request need not be in writing), the Full Value of the Development Property shall be established by a licensed, certified appraiser to be selected by the City. Developer shall be responsible for paying any fees or costs associated with obtaining such appraisal.

ARTICLE VII. PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Representation As to Development. The Developer represents and agrees that the purchase and improvement of the Development Property, and the other undertakings pursuant to this Amended Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding. The Developer further acknowledges:

- (a) the importance of the development of the Development Property to the general welfare of the community;
- (b) the substantial financing and other public aids that have been made available by law and by the City for the purpose of making such development possible; and
- (c) the fact that any act or transaction involving or resulting in a significant change of control of the development, is for practical purposes a transfer or disposition of the Development Property then owned and operated by the Developer, and the qualifications and identity of the Developer are of particular concern to the community and the City. The Developer further recognizes that it is because of such qualifications and identity that the City is entering into this Amended Agreement with the Developer.

Section 7.2. Prohibition Against Transfer of Property and Assignment of Agreement. Except as otherwise expressly provided for in Section 7.4, Transfer of Interest in Developer or Transfer of Development Property to Permitted Transferees, for the foregoing reasons the Developer represents and agrees for itself, and its successors and assigns, that in addition to the provisions of Section 6.11 of this Amended Agreement, prior to termination of the Termination Date:

- (a) Except only for (i) the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to making the Minimum Improvements under this Amended Agreement, (ii) leases to commercial tenants for all or a portion of the Minimum Improvements, and (iii) any other purpose authorized by this Amended Agreement, the Developer (except as so authorized) has not made or created, and that the Developer will not, prior to the Termination Date, make or create, or suffer to be made or created, any total or partial sale, assignment, or conveyance, or any trust or power, or transfer in any other mode or form of or with respect to this Amended Agreement or the Development Property, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without the prior written approval of the City.

- (b) The City shall be entitled to require, except as otherwise provided in this Amended Agreement, as conditions to any such approval that:
- (1) Any proposed transferee shall have the qualifications and financial responsibility, as determined by the City, necessary and adequate to fulfill the obligations undertaken in this Amended Agreement by the Developer (or, in the event the transfer is of or relates to part of the Development Property, such obligations to the extent that they relate to such part).
 - (2) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Amended Agreement and shall have agreed to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part): Provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Amended Agreement or agreed to in writing by the City) relieve or exempt such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the City of or with respect to any rights or remedies or controls with respect to the Development Property or the construction of the Minimum Improvements; it being the intent of this provision, together with other provisions of this Amended Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Amended Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Amended Agreement with respect to the Development Property and the construction of the Minimum Improvements that the City would have had, had there been no such transfer or change.

- (3) Except leases to commercial tenants for all or a portion of the Minimum Improvements as provided in subsection (a)(ii) of this section, there shall be submitted to the City for review all instruments and other legal documents involved in effecting transfer; and if approved by the City, its approval shall be indicated to the Developer in writing.

Provided, further, that in the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Amended Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

Section 7.3. Approvals. Any approval of a transfer of interest in the Developer, this Amended Agreement, or the Development Property required to be given by the City under this Article VII may be denied only in the event that the City reasonably determines that the ability of the Developer to perform its obligations under this Amended Agreement and its statutory duty, as owner, to pay ad valorem real property taxes assessed with respect to the Development Property, or the overall financial security provided to the City under the terms of this Amended Agreement, or the likelihood of the Minimum Improvements being successfully constructed and operated pursuant to the terms of this Amended Agreement, will be materially impaired by the action for which approval is sought.

Section 7.4. Transfer of Interest in Developer or Transfer of Interest in Development Property to Permitted Transferee. Notwithstanding the provisions of Sections 7.2 and 7.3, the City and the Developer agree that a transfer of ownership of the Development Property to a newly established corporation or limited liability company the ownership of which consists solely of the members of Developer (the “Permitted Transferee”), shall not trigger the provisions of Section 7.2 or Section 7.3, provided, however, that any transfer of the Development Property to the Permitted Transferee shall require the Permitted Transferee to agree in writing with the City (a) to expressly assume all of the obligations of the Developer under this Amended Agreement, and (b) to agree to be subject to all of the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to only part of the Development Property, such obligations, conditions, and restrictions to the extent that they relate to such part). Upon execution of an agreement in writing by the Permitted Transferee that (a) assumes all of the obligations of the Developer under this Amended Agreement and (b) agrees to be subject to all of the conditions and restrictions to which the Developer is subject, the transfer of the Development Property, or the part thereof, shall be deemed approved upon delivery of such written assumption agreement to the City Clerk of the City.

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANT – PROPERTY TAX REBATES

Section 8.1. Economic Development Grant – Property Tax Rebates. (a) For and in consideration of the obligations being assumed by the Developer in this Amended Agreement, specifically, the Developer’s obligation to construct the Minimum Improvements on the Development Property as described in Article III, the Developer’s obligation to enter into a Minimum Assessment Agreement with respect thereto as described in Article VI, the restrictions on Relocation as described in Section 6.12, and in furtherance of the goals and objectives of the Urban Renewal Plan and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with the terms of this Amended Agreement and to the terms of this Article VIII, to assume an obligation to make three (3) annual grant payments to the Developer. The grants shall commence on or about May 31, 2023, and shall end on or about May 31, 2025. Each grant shall be equal in amount to the applicable percentages shown in the schedule below of the Tax Increments collected by the City under Iowa Code Section 403.19, with respect to the Minimum Improvements only (which under this Agreement have a minimum taxable value of \$1,100,000.00), and not with respect to the land located on the Development Property, under the terms of the Ordinance (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to the Developer) for the two (2) semi-annual installments of general property taxes falling due in the fiscal year within which such annual grant payment is to be made to the Developer in respect of the Minimum Improvements only, but not the land, located on the Development Property; but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively in this Section 8.1 as the "Economic Development Grants"), according to the following schedule:

Date of Payment of Grant	Amount of Payment as a Percentage of Tax Increments Collected on the Taxable Value of the Minimum Improvements Only (Minimum of \$1,100,000 and Not the Land)
1. May 31, 2023	45%
2. May 31, 2024	45%
3. May 31, 2025	45%

(b) The City shall make each grant payment upon receipt from Developer of a copy of the general property tax statement for the Development Property for the applicable fiscal year, and a copy of the cancelled checks or other proof of payment deemed sufficient by the City showing timely payment of the two (2) semi-annual installments of general property taxes for such fiscal year, and upon which the annual Economic Development Grant is based.

(c) The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Section 8.1 shall be equal to the sum of the total amount of the applicable percentage of all Tax Increments collected with respect to the assessments imposed on the Minimum Improvements only, and not on the land, as of January 1, 2022, and on January 1st of each of the following two (2) years. Economic Development Grants shall, at all times, be subject to suspension and termination, in accordance with the terms of this Article VIII and Article X. Thereafter, the taxes levied on the Development Property, including both the Minimum Improvements and the land, shall be divided and applied in accordance with the Urban Renewal Act and the Ordinance.

Each annual grant payment shall be the percentage of tax increments collected for that fiscal year, and otherwise subject to the provisions of this Article.

In the event the Developer fails to pay, in full and before they become delinquent, any semi-annual installment of the general property taxes on the Development Property for any fiscal year, or in the event the Developer fails to submit proof of timely payment of any such property taxes by April 1 following the due date of the second semi-annual installment of general property taxes for that fiscal year, the Developer shall forfeit the right to any grant payment from the City for such fiscal year.

Section 8.2. Additional Conditions to Payment of Economic Development Grants.

(a) The obligation of the City to make an Economic Development Grant to the Developer under Section 8.1 of this Article in any year shall further be subject to and conditioned upon the timely filing by the Developer of the annual statement, proof and certification required under Section 6.8 hereof and the City Council's approval thereof. If the Developer's annual statement, proof and certification is timely filed and contains the information required under Section 6.8 and the City Council approves of the same, the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer by May 31 of said following fiscal year, as shown in the schedule set forth in subsection (a) of Section 8.1, with respect to the payments described in Section 8.1.

(b) In the event that the annual statement, proof or certificate required to be delivered by the Developer under Section 6.8 is not delivered to the City by October 15 of any year, the Developer recognizes and agrees that the City may have insufficient time to review and approve the same and certify its request for Tax Increments to the County and that, as a result, no Economic Development Grant may be made to the Developer under Section 8.1 of this Article in respect thereof. The City covenants to act in good faith to appropriately review and consider any late certification on the part of the Developer, but the City shall not be obligated to make any certification to the County for the available

Tax Increments or make any corresponding payment of the Economic Development Grant to the Developer if, in the reasonable judgment of the City, it is not able to give appropriate consideration (which may include, but not be limited to, specific discussion before the City Council at a regular City Council meeting with respect thereto) to the Developer's certification due to its late filing. In the event Developer fails to timely file an annual statement, proof or certificate due to an Unavoidable Delay and, as a result, an Economic Development Grant cannot be made, the Developer may give written notice to the City and, if the City finds that Developer's failure is due to an Unavoidable Delay, the missed Economic Development Grant shall be made in the year succeeding the last scheduled Economic Development Grant under Section 8.1, subject to Developer's filing under Section 6.8 and all other provisions of this Article VIII with respect to such grant.

(c) In the event that any certificate filed by the Developer under Section 6.8 discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured under the provisions of Section 10.2 (or an event that, with the passage of time or giving of notice, or both, would become an Event of Default that cannot reasonably be cured under the provisions of Section 10.2), the City shall have no obligation thereafter to make any further payments to the Developer in respect of the Economic Development Grants described in this Article VIII, and may proceed to take one or more of the actions described in Section 10.2 hereof.

Section 8.3. Source of Grant Funds Limited. (a) The Economic Development Grants described in Section 8.1 of this Amended Agreement shall be payable from and secured solely and only by amounts deposited and held in the Strickler Properties, L.C., TIF Account of the City. The City hereby covenants and agrees, subject to this subsection, to maintain the Ordinance in force during the term hereof and to apply the appropriate incremental taxes collected in respect of the Development Property and Minimum Improvements and allocated to the Strickler Properties, L.C., TIF Account to pay the Economic Development Grants, as and to the extent set forth in Article VIII hereof. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Amended Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provisions shall be suspended, and this Amended Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default by the City shall be deemed to have occurred as a result thereof.

(b) Notwithstanding the provisions of Article VIII hereof, the City shall have no obligation to make an Economic Development Grant to the Developer, if at any time during the term hereof the City Council fails to appropriate funds or the City receives an opinion or decision from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Article VIII, is not authorized or otherwise is not an appropriate project activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code or Iowa Constitution, as then constituted. Upon receipt of such an opinion, the City shall promptly forward a copy of the same to the Developer. In the event of non-appropriation, or if the circumstances or legal constraints giving rise to the opinion continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Article VIII, the City may terminate this Amended Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

(c) The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants under this Article VIII, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in the Strickler Properties, L.C., TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.4. Use of Other Tax Increments. Subject to this Article VIII, the City shall be free to use any and all Tax Increments collected in respect of the Development Property or any other properties within the Project Area, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants under Article VIII hereof, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, and the City shall have no obligations to the Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

- (a) The Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property

or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

- (b) Except for any willful misrepresentation, or any willful or wanton misconduct, or any unlawful act, or any negligent act or omission of the indemnified parties, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from any violation of any agreement or condition of this Amended Agreement by the Developer, including but not limited to claims for the construction, installation, ownership, and operation of the Minimum Improvements.
- (c) The indemnified parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Minimum Improvements due to any act of negligence, including a negligent failure to act, of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.
- (d) The provisions of this Article IX shall survive the termination of this Amended Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Amended Agreement and the term "Event of Default" shall mean, whenever it is used in this Amended Agreement, any one or more of the following events:

- (a) Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of Article III of this Amended Agreement, subject to Unavoidable Delays;
- (b) Failure by the Developer or its successors to cause the Minimum Improvements to be reconstructed when required pursuant to Article III of this Amended Agreement.
- (c) Transfer of the Developer's ownership interest in the Development Property or any interest of Developer in this Amended Agreement, or the assets of Developer in violation of the provisions of Article VII of this Amended Agreement, until the Termination Date;

- (d) Failure by the Developer until the Termination Date, to pay ad valorem taxes on the Development Property;
- (e) Failure by the Developer until the Termination Date to substantially observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Amended Agreement;
- (f) The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- (g) Sale or lease of the Minimum Improvements or Development Property in violation of the provisions of Section 6.12, Relocation, of this Amended Agreement;
- (h) The Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or
 - (iii) admit in writing its inability to pay its debts generally as they become due; or
 - (iv) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing adjudication as a bankrupt or reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or
- (i) Any obligation, representation or warranty made by any party to this Amended Agreement, any Exhibit hereto, or made by any party in any written statement or certificate pursuant to this Amended Agreement, shall prove to have been

incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Amended Agreement occurs and is continuing, any party not in default may take any one or more of the following actions after the giving of thirty (30) days' written notice to the party in default, and the holder of the Mortgage, of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the party in default does not provide assurances reasonably satisfactory to the party giving notice that the Event of Default will be cured as soon as reasonably possible:

- (a) The party giving notice may suspend its performance under this Amended Agreement until it receives assurances from the party in default, deemed adequate by the party giving notice, that the party in default will cure the default and continue performance under this Amended Agreement;
- (b) The party who is not in default may withhold the Certificate of Completion;
- (c) The party who is not in default may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to recover damages proximately caused by the Default, or to enforce performance and observance of any obligation, agreement, or covenant, under this Amended Agreement.
- (d) In the event the Developer fails to perform any one or more of the material obligations described in Article III of this Amended Agreement in a timely manner, Developer shall thereupon immediately convey title to the Development Property to the City, free and clear of all liens and encumbrances, but subject to restrictive covenants, ordinances, and limited access provisions of record, if any, and to existing easements, if any. Developer shall also establish to the satisfaction of City and its legal counsel that no labor has been performed and no materials have been furnished by any contractor, subcontractor, or any other person, firm or entity, in connection with any improvements made to the Development Property within the ninety (90) days immediately preceding the date of said conveyance. Developer shall also deliver to City an abstract of title covering the Development Property, certified to a date subsequent to the date of said conveyance, showing that marketable title to the Development Property is vested in Developer and complies with the requirements of this subsection. Developer shall pay to City all general property taxes and special assessments, if any, due or to become due with respect to the Development Property, continuing until the Development Property is assessed to the City and is exempt from assessment

for general property taxes by reason of its conveyance to and ownership by the City as a tax-exempt governmental body. Developer shall pay for all costs associated with conveyance of the Development Property to the City, including, but not limited to, abstracting, recording fees, and reasonable attorneys' fees. In the event the Developer fails to comply with the terms and conditions of this subsection (d) within the thirty (30) day period described in Section 10.2 of this Article, then the City may proceed as provided in Section 10.2(c) of this Article, to obtain a decree of specific performance against Developer for the conveyance of the Development Property to the City or, in lieu thereof, at the City's sole discretion, to obtain a judgment for monetary damages to compensate the City for the Developer's default, plus attorneys' fees and expenses as provided in Section 10.5.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Amended Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Amended Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and a party not in default shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party in default herein contained, the party in default agrees that it shall, on demand therefor, pay to the party not in default the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the party not in default in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer agrees that, to its best knowledge and belief, no member, officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making

process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of this Project at any time during or after such person's tenure.

Section 11.2. Non-Discrimination. In carrying out the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability. The Developer shall insure that applicants for employment are employed, and the employees are treated during employment, without regard to their race, creed, color, gender, sex, sexual orientation, gender identity, religion, national origin, age or disability.

Section 11.3. Notices. Whenever this Amended Agreement requires or permits any consent, approval, notice, request, proposal, or demand (collectively, "Notice") from one party to another, the Notice must be in writing and shall be effective upon actual receipt by the intended recipient, at the following addresses:

DEVELOPER: Mr. David A. Strickler
Manager
Strickler Properties, L.C.
209 Main Street
Cedar Falls, IA 50613

With a copy to: Dave Mason, Jr.
Redfern, Mason, Larsen and Moore, P.L.C.
415 Clay Street
Cedar Falls, Iowa 50613

CITY City of Cedar Falls, Iowa
City Administrator
220 Clay Street
Cedar Falls, IA 50613

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith. Any party entitled to receive a Notice hereunder may change the address which it previously had specified for receiving the same, at any time and from time to time, by delivering a written change notice in accordance with the above provisions to the other parties at least five (5) business days prior to the effective date of such change.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Amended Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Provisions Not Merged With Deed. None of the provisions of this Amended Agreement shall be merged by reason of the delivery of the Deed, and the Deed shall not be deemed to affect or impair the provisions and covenants of this Amended Agreement.

Section 11.6. Governing Law. This Amended Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Amended Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Amended Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Amended Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date of Assessment Agreement. This Amended Agreement shall terminate and be of no further force or effect with respect to the Minimum Improvements on the termination of the Minimum Assessment Agreement, as provided in Section 6.1 of this Amended Agreement and in the Minimum Assessment Agreement, the form of which is attached hereto as Exhibit D.

Section 11.10. Memorandum of Amended and Restated Agreement. The parties agree to execute and record a Memorandum of Amended and Restated Agreement for Private Development, in substantially the form attached as Exhibit E, to serve as notice to the public of the existence and provisions of this Amended Agreement, and the rights and interests held by the City by virtue hereof. Developer shall pay all costs of recording.

Section 11.11. Immediate Undertaking. All parties agree to undertake immediately upon execution of this Amended Agreement all of those obligations which require immediate action.

Section 11.12. No Partnership or Joint Venture. The relationship herein created between the parties is contractual in nature and is in no way to be construed as creating a partnership or joint venture between the Developer and any or all of the other parties.

Section 11.13. Captions. The captions, headings, and arrangements used in this Amended Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 11.14. Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other where appropriate.

Section 11.15. Invalid Provisions. If any provision of this Amended Agreement or any agreement contemplated hereby is held to be illegal, void, invalid, or unenforceable under present or future laws effective during the term of such agreement; then: (i) such provision shall be fully severable; (ii) such agreement shall be construed and enforced as if such illegal, void, invalid, or unenforceable provision had never comprised a part of such agreement; and (iii) the remaining provisions of such agreement shall remain in full force and effect and shall not be affected by the illegal, void, invalid, or unenforceable provision or by its severance from such agreement. Furthermore, in lieu of such illegal, void, invalid, or unenforceable provision there shall be added automatically as a part of such agreement a provision as similar in terms to such illegal, void, invalid, or unenforceable provision as may be legal, valid, and enforceable, whether or not such a substitute provision is specifically provided for in such agreement. Notwithstanding the foregoing, in the event any provision involving material consideration by the City for the benefit of the Developer shall be held illegal, void, invalid or unenforceable, then the Developer shall have the right to cancel this Amended Agreement, and upon such cancellation, this Amended Agreement, in its entirety, shall be rendered null and void; however, in that event, Developer shall proceed as described in Section 10.2(d) of this Amended Agreement.

Section 11.16. Multiple Counterparts. This Amended Agreement has been executed in a number of identical counterparts, each of which is to be deemed an original for all purposes and all of which constitute collectively one agreement, but in making proof of this Amended Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.17. Authorization. Each party hereto represents that prior to its execution hereof all necessary company, governmental or other appropriate action, as applicable, including without limitation resolutions of their governing boards or bodies, has been taken to authorize the execution of this Amended Agreement and the performance by such party of its respective obligations hereunder.

Section 11.18. Time of the Essence. Time is of the essence with respect to all matters described in this Amended Agreement and related documents.

Section 11.19. Survival. Each provision of this Amended Agreement shall survive the occurrence of the other provisions of this Amended Agreement to the extent necessary to ensure full performance of said surviving provision.

Section 11.20. Agreement Terminated. Upon execution of this Amended Agreement, including all further agreements required to be executed under this Amended Agreement, and upon approval by the City Council of the City, the Agreement shall immediately terminate, and the parties shall be deemed to have declared the terms and conditions of the Agreement to have been fully satisfied, and shall be deemed to have waived and released any and all claims against each other under the Agreement, without the necessity of further notice.

[Signatures appear on following page]

IN WITNESS WHEREOF, the City has caused this Amended Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Amended Agreement to be duly executed in its name and behalf by its member, all on or as of the day first above written.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Strickler Properties, L.C.,
an Iowa limited liability company

By: _____
David A. Strickler, Manager

DEVELOPER

STATE OF IOWA, COUNTY OF BLACK HAWK ss.

This record was acknowledged before me on the _____ day of _____, 2020, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA, COUNTY OF BLACK HAWK, ss.

This record was acknowledged before me on the _____ day of _____, 2020, by David A. Strickler, Manager, Strickler Properties, L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

EXHIBIT B

MINIMUM IMPROVEMENTS

The Minimum Improvements shall consist of the construction of an Industrial Use Office/Storage Facility totaling at least 6,000 square feet of finished space, all as set forth in the Construction Plans and being as more particularly shown and in substantially the same configuration and scope as the Site Plans attached hereto and made a part hereof.

The Developer agrees to connect to the sanitary sewer, storm sewer, natural gas, electricity, water, underground telephone cable, internet and any other utilities services from their present locations to such location or locations on the Development Property as Developer deems appropriate, at its cost. The Developer also agrees to construct any driveway approaches and other paving, at its cost, in accordance with City ordinances.

The Developer also agrees to perform or cause to be performed all necessary grading, land preparation and all necessary building improvements, landscaping, storm water detention, signage, and all other site improvements, in all respects in entire conformity with all applicable codes and ordinances of the City, all at the Developer's cost. The submittal to City of plans for the construction of said improvements shall be in substantial conformity with the following schedule:

Schedule of Performance

<u>Activity to be Completed</u>	<u>Completion Date</u>
Issuance of Building Permit	September 1, 2020
Substantial Completion	July 1, 2021
Issuance of Occupancy Permit	July 1, 2021

EXHIBIT C

CERTIFICATE OF COMPLETION

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and Strickler Properties, L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 209 Main Street, Cedar Falls, Iowa 50613; did on or about the _____ day of _____, 2020, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the "Amended Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

(the "Development Property"); and

WHEREAS, the Amended Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Amended Agreement; and

WHEREAS, Developer performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the approved building plans to permit the execution and recording of this certification.

NOW, THEREFORE, pursuant to the Amended Agreement, this is to certify that all covenants and conditions of the Amended Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Black Hawk County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Amended Agreement with respect to the construction of the Minimum Improvements.

All other provisions of the Amended Agreement shall otherwise remain in full force and effect until termination as provided therein.

(SEAL)

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This record was acknowledged before me on the _____ day of _____, 2020, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

EXHIBIT D

AMENDED MINIMUM ASSESSMENT AGREEMENT

THIS AMENDED MINIMUM ASSESSMENT AGREEMENT, dated as of this _____ day of _____, 2020, by and among the CITY OF CEDAR FALLS, IOWA, (the "City"), and Strickler Properties, L.C., an Iowa limited liability company, (the "Developer"), and the COUNTY ASSESSOR for the County of Black Hawk, State of Iowa (the "Assessor").

WITNESSETH:

WHEREAS, the parties previously executed a certain Minimum Assessment Agreement dated as of August 19, 2019 and recorded at the office of the Black Hawk County, Iowa Recorder on September 6, 2019 as Document Number 2020-00004324 (the "Original Agreement"); and

WHEREAS, on or before the date hereof the City and Developer have entered into an Amended and Restated Agreement for Private Development dated as of _____, 2020 (the "Amended Agreement") regarding certain real property located in the City legally described as:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

(the "Development Property"); and

WHEREAS, it is contemplated that pursuant to said Amended Agreement, the Developer will undertake the development of the Development Property, which is within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, 2019, as amended, the City and the Developer desire to establish a minimum actual taxable value for the facilities thereon to be constructed by the Developer pursuant to the Amended Agreement (defined therein as the "Minimum Improvements"); and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which it is contemplated will be erected.

NOW, THEREFORE, the parties to this Amended Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. This Amended Minimum Assessment Agreement amends and restates the Original Agreement in its entirety, effective as of the date hereof, so that the Original Agreement shall immediately terminate, and the parties shall be deemed to have declared the terms and conditions of the Original Agreement to have been fully satisfied, and shall be deemed to have waived and

released any and all claims against each other under the Original Agreement, without necessity of further notice.

2. Upon substantial completion of construction of the above-referenced Minimum Improvements by the Developer, but no later than January 1, 2022, the minimum actual taxable value which shall be fixed for assessment purposes for the Minimum Improvements to be constructed on the Development Property by the Developer and the land that together comprise the Development Property, shall be not less than One Million One Hundred Eighty One Thousand Six Hundred Seventy Five Dollars and no/100 Dollars (\$1,181,675.00) (hereafter referred to as the "Minimum Actual Value") until termination of this Amended Minimum Assessment Agreement. The parties hereto expect that the construction of the above-referenced Minimum Improvements will be completed on or before July 1, 2021.

Nothing herein shall be deemed to waive the Developer's rights under Iowa Code Section 403.6(19) to contest that portion of any actual taxable value assignment made by the Assessor in excess of the Minimum Actual Value established herein, or any actual taxable value assignment made by the Assessor to the Minimum Improvements or to the 1.25 acres of land, which together comprise the Development Property. In no event, however, shall the Developer seek to reduce the actual taxable value assigned below the Minimum Actual Value established herein during the term of this Amended Minimum Assessment Agreement.

3. The Minimum Actual Value herein established shall be of no further force and effect and this Amended Minimum Assessment Agreement shall terminate on December 31, 2032.

4. This Amended Minimum Assessment Agreement shall be promptly recorded by the Developer with the Recorder of Black Hawk County, Iowa. The Developer shall pay all costs of recording.

5. Neither the preambles nor provisions of this Amended Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Amended Agreement between the City and the Developer.

6. This Amended Minimum Assessment Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, and all holders of mortgages upon or security interests in the Development Property, including the land and the Minimum Improvements, to secure any loans with respect to the Development Property, including the land and the Minimum Improvements.

THE CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

DEVELOPER:

Strickler Properties, L.C.
An Iowa limited liability company

By: _____
David A. Strickler, Manager

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This record was acknowledged before me on the _____ day of _____, 2020, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on the _____ day of _____, 2020, by David A. Strickler, Manager, Strickler Properties, L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to such Minimum Improvements, and being of the opinion that the minimum market value contained in the foregoing Amended Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Amended Minimum Assessment Agreement, upon completion of Minimum Improvements to be made on it and in accordance with the Amended Minimum Assessment Agreement, certifies that the actual taxable value assigned to such Minimum Improvements and the 1.25 acres of land on which such Minimum Improvements are to be constructed, which together comprise the Development Property, upon completion shall not be less than \$1,181,675.00, until termination of this Amended Minimum Assessment Agreement pursuant to the terms hereof.

County Assessor for Black Hawk County, Iowa

Date

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me by _____,
County Assessor for Black Hawk County, Iowa.

Notary Public in and for the State of Iowa

Date

EXHIBIT E

MEMORANDUM OF AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the CITY OF CEDAR FALLS, IOWA, a municipality (hereinafter called "City"), established pursuant to the Code of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2019 (Chapter 403 hereinafter called "Urban Renewal Act"); and Strickler Properties, L.C., (hereinafter called the "Developer"), an Iowa limited liability company having its principal place of business at 209 Main Street, Cedar Falls, Iowa 50613, did on or about the ____ day of _____, 2020, make, execute and deliver, each to the other, an Amended and Restated Agreement for Private Development (the "Amended Agreement"), wherein and whereby Developer agreed, in accordance with the terms of the Amended Agreement and the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan (the "Plan"), to develop certain real property located within the City and within the Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan and as more particularly described as follows:

Lot 3, West Viking Road Industrial Park Phase II, City of Cedar Falls, Black Hawk County, Iowa (Contains 1.25 acres more or less).

(the "Development Property"), and

WHEREAS, the term of the Amended Agreement commenced on the ___ day of _____, 2020, and terminates on the 31st day of December, 2032, with respect to the Development Property, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the Parties desire to record a Memorandum of the Amended and Restated Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Amended and Restated Agreement for Private Development shall serve as notice to the public that the Amended Agreement contains provisions restricting conveyance, development and use of the Development Property and the improvements located and operated on such Development Property, and contains provisions dealing with the dollar amount of the minimum taxable value of the Development Property for general property tax purposes, provides for the economic development grants, and the length of time during which said minimum assessed value continues in effect, as provided for in Section 403.6(19), Code of Iowa.

2. That all of the provisions of the Amended Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Amended and Restated Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Amended Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Amended Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Cedar Falls, Iowa.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Amended and Restated Agreement for Private Development on the _____ day of _____, 2020.

(SEAL)

CITY OF CEDAR FALLS, IOWA

By: _____
Robert M. Green, Mayor

ATTEST:

By: _____
Jacqueline Danielsen, MMC, City Clerk

Strickler Properties, L.C.
an Iowa limited liability company.

By: _____
David A. Strickler, Manager

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This record was acknowledged before me on the _____ day of _____, 2020, by Robert M. Green as Mayor, and Jacqueline Danielsen as City Clerk, of the City of Cedar Falls, Iowa.

Notary Public in and for Black Hawk County, Iowa

STATE OF IOWA)
) ss:
COUNTY OF _____)

This record was acknowledged before me on the _____ day of _____, 2020, by David A. Strickler, Manager, Strickler Properties, L.C., an Iowa limited liability company.

Notary Public in and for the State of Iowa

Preparer Information: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5160

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT AND AN AMENDED MINIMUM ASSESSMENT AGREEMENT BY AND BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND STRICKLER PROPERTIES, L.C.

WHEREAS, by Resolution No. 8196 approved and adopted on November 12, 1990 (Ordinance No. 1923), amended a first time by Resolution No. 10,224 on November 13, 1995 (Ordinance No. 2122), amended a second time by Resolution No. 13,862 on November 17, 2003 (Ordinance No. 2461), amended a third time by Resolution No. 18,377 on December 10, 2012 (Ordinance No. 2785), amended a fourth time by Resolution 19,263 on November 3, 2014, amended a fifth time by Resolution No. 19,963 on April 18, 2016, and amended a sixth time by Resolution No. 21,368 on December 17, 2018, the City Council has approved and adopted an urban renewal plan designated as the "Cedar Falls Unified Highway 58 Corridor Urban Renewal Plan" (the "Urban Renewal Plan"); and

WHEREAS, it is desirable that properties within the Urban Renewal Plan be developed as part of the overall development area covered by said Plan; and

WHEREAS, the City has received a proposal from Strickler Properties, L.C. ("Developer"), in the form of a proposed Amended and Restated Agreement for Private Development (the "Amended Agreement") by and between the City of Cedar Falls, Iowa (the "City") and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Plan as legally described in the Amended Agreement attached hereto and incorporated herein by this reference (defined in the Amended Agreement as the "Development Property"), consisting of the construction of an Industrial Office/Storage Facility totaling at least 6,000 square feet of finished space, together with all related site improvements, as outlined in the proposed Amended Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make loans and grants to developers for economic development purposes in furtherance of the objectives of an urban renewal project and to appropriate such funds, make

such expenditures and convey such real property as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Amended Agreement further proposes that the City, the Developer and the Assessor of Black Hawk County, Iowa, enter into an Amended Minimum Assessment Agreement, whereby the minimum actual taxable value of the improvements to be constructed thereon would be established at an amount not less than \$1,181,675.00 for a period through December 31, 2032; and

WHEREAS, the Amended Agreement proposes that the City provide for the payment of certain economic development grants to the Developer, such sum not to exceed certain percentages of the tax increments collected by the City over a period of three (3) years with respect to the Minimum Improvements constructed on the Development Property; and

WHEREAS, the Council has determined that the Amended Agreement is in the best interests of the City and the residents thereof, and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Amended Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 403 and 15A of the Iowa Code, taking into account the factors set forth in Chapter 15A, to-wit:

- a) Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b) Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c) Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d) Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds.

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

Section 1. That the performance by the City of its obligations under the Amended Agreement in connection with the development of the Development Property under the terms set forth in the Amended Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Urban Renewal Plan and the Urban Renewal Law and, further, that the Amended Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of chapters 403 and 15A of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Amended Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Amended Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amended Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amended Agreement as executed.

Section 3. That the form and content of the Amended Minimum Assessment Agreement, the provisions of which are incorporated herein by reference, be and the same are hereby in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they are hereby authorized, empowered and directed to execute, attest, seal and deliver the Amended Minimum Assessment Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Amended Minimum Assessment Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amended Minimum Assessment Agreement, as executed.

PASSED AND APPROVED this _____ day of _____, 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

CERTIFICATE

STATE OF IOWA)
)
COUNTY OF BLACK HAWK:) SS:

I, Jacqueline Danielsen, MMC, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this _____ day of _____, 2020.

Jacqueline Danielsen, MMC
City Clerk of Cedar Falls, Iowa



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 14, 2020
SUBJECT: Owen 5, LLC (K Cunningham Construction) - Industrial Partial Property Tax Exemption
 1325 Rail Way in Northern Cedar Falls Industrial Park

On June 3, 2019, City Council approved a Development Agreement with Owen 5, LLC for a new 10,000 sf. industrial use shop and office facility located within the Northern Cedar Falls Industrial Park. Work on the \$1,200,000 new building at 1325 Rail Way began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Lot 16, Northern Viking Road Industrial Park Phase I Addition to Owen 5, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in June 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,200,000 valuation of the Owen 5, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$35,785 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$26,839	\$8,946
Year 2	60%	\$21,471	\$14,314
Year 3	45%	\$16,103	\$19,682
Year 4	30%	\$10,735	\$25,049
Year 5	15%	<u>\$5,368</u>	<u>\$30,417</u>
		\$80,516	\$98,408

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 10,000 square foot industrial use warehouse and office facility constructed on property owned by Owen 5, LLC, located at 1325 Rail Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Joe Owen, Owen 5, LLC



Owen 5, LLC
10,000 square foot
Shop/Office

Item 3.

Hwy 218

Northern Dr

Rail Way

ECI Coop

Project Location

Leversee Rd



Standard Distribution

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2971

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 10,000 SQUARE FOOT INDUSTRIAL USE SHOP/OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY OWEN 5, LLC, LOCATED AT 1325 RAIL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Owen 5, LLC, will complete and own an approximate 10,000 square foot industrial use shop/office facility by December 31, 2020, to be constructed on property owned by Owen 5, LLC, located at 1325 Rail Way Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to real estate by new construction of an approximate 10,000 square foot industrial use

shop/office facility to be constructed by Owen 5, LLC, on property owned by Owen 5, LLC, located at 1325 Rail Way, Cedar Falls, Iowa, legally described as:

Lot 16, Northern Cedar Falls Industrial Park Phase I Addition, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.90 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: _____ September 21, 2020

PASSED 1ST CONSIDERATION: _____ September 21, 2020

PASSED 2ND CONSIDERATION: _____ October 5, 2020

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 14, 2020
SUBJECT: Tjaden Properties, LLC (Air King Filtration) - Industrial Partial Property Tax Exemption
 2800 Technology Parkway in Cedar Falls Industrial Park

On July 1, 2019, City Council approved a Development Agreement with Tjaden Properties, LLC for a new 19,050 sf. industrial use warehouse and office facility located within the Cedar Falls Industrial Park. Work on the \$1,300,000 new building at 2800 Technology Parkway began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Parcel "A" of West Viking Road Industrial Park Phase IV to Tjaden Properties, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in July 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$1,300,000 valuation of the Tjaden Properties, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$38,767 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$29,075	\$9,692
Year 2	60%	\$23,260	\$15,507
Year 3	45%	\$17,445	\$21,322
Year 4	30%	\$11,630	\$27,137
Year 5	15%	<u>\$5,815</u>	<u>\$32,952</u>
		\$87,226	\$106,609

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 19,050 square foot industrial use warehouse and office facility constructed on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Brett Tjaden, Tjaden Properties, LLC



Tjaden Properties, LLC
20,000 square foot
Warehouse/Office

Item 4.

Bossard

**Ashley Furniture
Distribution Center**

Capital Way

Zuidberg NA

**Buckeye
Corrugated, Inc.**

Production Dr

Technology Pl

Technology Pkwy



Project Location

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2972

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 19,000 SQUARE FOOT INDUSTRIAL USE MANUFACTURING/SHOP FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY TJADEN PROPERTIES, LLC, LOCATED AT 2800 TECHNOLOGY PARKWAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Tjaden Properties, LLC, will complete and own an approximate 19,000 square foot industrial use manufacturing/shop facility by December 31, 2020, to be constructed on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to

real estate by new construction of an approximate 19,000 square foot industrial use manufacturing/shop facility to be constructed by Tjaden Properties, LLC, on property owned by Tjaden Properties, LLC, located at 2800 Technology Parkway, Cedar Falls, Iowa, legally described as:

Parcel “A” of “Replat of Lot 16 and Tract “B”, West Viking Road Industrial Park Phase IV” in the City of Cedar Falls, Black Hawk County, Iowa. (Contains 2.70 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

- 1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
- 2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
- 3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
- 4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
- 5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: _____ September 21, 2020

PASSED 1ST CONSIDERATION: _____ September 21, 2020

PASSED 2ND CONSIDERATION: _____ October 5, 2020

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: September 14, 2020
SUBJECT: Zuidberg NA, LLC - Industrial Partial Property Tax Exemption
 2700 Capital Way in Cedar Falls Industrial Park

On April 15, 2019, City Council approved a Development Agreement with Zuidberg NA, LLC for a new 30,000 sf. industrial use warehouse and office facility located within the Cedar Falls Industrial Park. Work on the \$2,750,000 new building at 2700 Capital Way began last year and has recently been completed.

As part of the executed Development Agreement approved by City Council, the City of Cedar Falls committed to the following actions:

1. Transfer of Lots 21 and 22 of West Viking Road Industrial Park Phase IV to Zuidberg NA, LLC (Completed).
2. Adoption of an Ordinance granting a partial exemption from taxation of industrial property as may be provided by Sections 21-48 through 21-57 of the Cedar Falls Code of Ordinances, and by Chapter 427B, Code of Iowa, with respect to the Development Property.

Item #1 noted above was completed in May 2019. The remaining item to be completed by the City of Cedar Falls as part of the Development Agreement is formal adoption of a Partial Property Tax Exemption Ordinance. Since construction of the new building has been completed, it is now necessary to move forward with Ordinance adoption.

The applicable 5-Year Partial Property Tax Exemption schedule is estimated as follows based upon the \$2,750,000 valuation of the Zuidberg NA, LLC building, 10% commercial/industrial valuation rollback, and the FY21 tax rate of \$33.13/\$1,000 valuation (**\$82,007 annually**):

	<u>Exemption %</u>	<u>Exempt \$ Amount</u>	<u>Paid \$ Amount</u>
Year 1	75%	\$61,505	\$20,502
Year 2	60%	\$49,204	\$32,803
Year 3	45%	\$36,903	\$45,104
Year 4	30%	\$24,602	\$57,405
Year 5	15%	<u>\$12,301</u>	<u>\$69,706</u>
		\$184,516	\$225,509

Staff recommends that in accordance with our executed Development Agreement, City Council approve and adopt the following ordinance through the normal three reading process:

1. Ordinance establishing a partial property tax exemption on the actual value added to real estate by new construction consisting of a 30,000 square foot industrial use warehouse and office facility constructed on property owned by Zuidberg NA, LLC, located at 2700 Capital Way, Cedar Falls, Iowa.

If you have any questions pertaining to this memorandum or project, please feel free to contact me.

xc: Ron Gaines, P.E., City Administrator
Ryan Holden, President, Zuidberg NA, LLC



Zuidberg NA, LLC
30,000 square foot
Warehouse/Office

Item 5.

Venture Way

Target Regional
Distribution Center

Bossard

Ashley Furniture
Distribution Center

Project Location

Capital Way

Buckeye
Corrugated, Inc.

Production Dr

Technology Pl

Technology Pkwy

Air King Filtration

Prepared by: Shane Graham, Economic Development Coordinator, 220 Clay Street, Cedar Falls, IA 50613, (319) 273-8600

ORDINANCE NO. 2973

AN ORDINANCE ESTABLISHING A PARTIAL PROPERTY TAX EXEMPTION OF THE ACTUAL VALUE ADDED TO REAL ESTATE BY NEW CONSTRUCTION CONSISTING OF A 30,000 SQUARE FOOT INDUSTRIAL USE WAREHOUSE AND OFFICE FACILITY TO BE CONSTRUCTED ON PROPERTY OWNED BY ZUIDBERZG NA, LLC, LOCATED AT 2700 CAPITAL WAY, CEDAR FALLS, IOWA

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has by ordinance provided a partial exemption from property taxation of the actual value added to real estate by certain new construction, as authorized in Section 427B.1, Code of Iowa, with said exemption being provided for in Division 2, Partial Exemptions for Industrial Property, of Article II, Tax Exemptions, of Chapter 21, Taxation, of the Code of Ordinances of the City of Cedar Falls, Iowa; and

WHEREAS, Zuidberg NA, LLC, will complete and own an approximate 30,000 square foot industrial use warehouse and office facility by December 31, 2020, to be constructed on property owned by Zuidberg NA, LLC, located at 2700 Capital Way Cedar Falls, Iowa, and has requested a partial property tax exemption as provided in the Iowa Code and the Cedar Falls Code of Ordinances; and

WHEREAS, the City Council conducted a public hearing on the proposal for said exemption on the 21st day of September, 2020, and more than thirty (30) days have elapsed since the date of public hearing, as required by Section 427B.1, Code of Iowa; and

WHEREAS, the City Council deems it appropriate pursuant to state law and city ordinance to grant said exemption.

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

Section 1. The City Council of the City of Cedar Falls, Iowa, by this Ordinance hereby grants a partial exemption from property taxation of the actual value added to

real estate by new construction of an approximate 30,000 square foot industrial use warehouse and office facility to be constructed by Zuidberg NA, LLC, on property owned by Zuidberg NA, LLC, located at 2700 Capital Way, Cedar Falls, Iowa, legally described as:

Lot 21 and 22, West Viking Road Industrial Park Phase IV, City of Cedar Falls, Black Hawk County, Iowa (Contains 3.54 acres more or less),

by December 31, 2020, to the extent and upon the terms and conditions provided for in Sections 427B.1 through 427B.7 of the Code of Iowa, and Sections 21-48 through 21-57 of the Code of Ordinances of the City of Cedar Falls, Iowa. Responsibility for the proper and timely filing of an application for exemption with the Black Hawk County Assessor is that of the property owner. The amount of actual value added which is eligible to be exempt from taxation shall be as follows:

1. For the first assessment year after the Minimum Improvements are fully assessed, 75% exemption of the actual value added.
2. For the second assessment year after the Minimum Improvements are fully assessed, 60% exemption of the actual value added.
3. For the third assessment year after the Minimum Improvements are fully assessed, 45% exemption of the actual value added.
4. For the fourth assessment year after the Minimum Improvements are fully assessed, 30% exemption of the actual value added.
5. For the fifth assessment year after the Minimum Improvements are fully assessed, 15% exemption of the actual value added.

INTRODUCED: _____ September 21, 2020

PASSED 1ST CONSIDERATION: _____ September 21, 2020

PASSED 2ND CONSIDERATION: _____ October 5, 2020

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk




DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

PUBLIC WORKS
ADMINISTRATION
2200 TECHNOLOGY PKWY
CEDAR FALLS, IOWA 50613
319-273-8629
FAX 319-273-8632

OPER/MAINT 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: September 30, 2020
SUBJECT: Refuse Rate Study Ordinance Change

As a follow up to the Refuse Rate Study presentation during the Committee of the Whole meeting on September 21st, you are now receiving the first reading of the ordinance changes as a result of that study. The ordinance changes include all the information as covered with the exception of bulk item collection. The bulk item fees have been modified to read 10 items for \$10.00, collections exceeding 10 items will be charged an additional \$10.00 for a total of \$20.00

If you have questions or comments please feel free to contact me.

Cc; Chase Schrage, Director of Public Works

Chapter 10 - GARBAGE AND REFUSE

ARTICLE I. - IN GENERAL

Sec. 10-1. - Definitions.

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

Business units means each separate establishment for carrying on a gainful occupation.

Garbage means solid waste consisting of animal, grain, fruit or vegetable matter used or originally intended for use as food.

Household units mean each dwelling unit as defined in section 11-30.

One-sided collection area means a group of dwellings, trailers, apartments or business establishments that have been designated by the director of public works as beneficial for collection of publicly owned garbage and yard waste containers in a single pass.

Person means each single person or head of each family occupying a separate dwelling unit, or each person, firm or corporation operating a separate business unit.

Premises means the property occupied by a separate household or business unit, whether or not the property is separately owned.

Refuse means all combustible inorganic waste material and rubbish such as papers, sweepings, rags, ashes, cinders and similar materials originating from ordinary household or business operations.

Yard waste means organic debris such as grass clippings, leaves, tree limbs, bark, branches, flowers, etc., that is produced as part of commercial or residential yard or garden operation, development or maintenance. The term "yard waste" does not include:

- (1) Tree stumps.
- (2) Garbage.
- (3) Floral and decorative products, manufactured or fabricated, or the waste byproducts incidental to their manufacture or fabrication, which include organic materials and other nonorganic wastes which are not practically separable. This exemption includes, but is not limited to, things such as flower arrangements, decorated potted plants, wreaths, bouquets, garlands and small bedding flats.

(Code 2017, § 12-1; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 1, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Sec. 10-2. - Use of city collection service.

Garbage and refuse and voluntary yard waste disposal service shall be extended to every household and business establishment residing within the corporate limits of the city, with the following exceptions:

- (1) Owners or occupants of acreages and farms engaged in agriculture and the raising of livestock who agree to feed or otherwise dispose of their garbage and keep their premises free from the accumulation of refuse and yard waste shall be exempt from this service.
- (2) The city, in its sole judgment, shall have the right to refuse such service to anyone whose premises are not easily accessible or are so far removed from a well-settled area as to make such service impractical.

- (3) Business establishments shall have the right to have a private licensed collector remove garbage and refuse, or under special permit they may remove such garbage and refuse themselves in accordance with section 10-4.
- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of municipal operations and programs may determine whether or not proper sanitary conditions are being maintained and, at his discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

(Code 2017, § 12-2; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2896, § 3, 3-6-2017)

Sec. 10-3. - Containers; placement for collection; penalty for violation.

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.
- (c) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.
- (d) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.

(Code 2017, § 12-3; Ord. No. 2656, § 1, 5-27-2008; Ord. No. 2896, § 2, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Sec. 10-4. - Disposal by business establishments; special fee for University of Northern Iowa and other public agencies.

Any place of business may, in lieu of having the city collect its garbage and refuse, have the garbage and refuse collected by a private licensed collector, or it may apply to the mayor or director of sanitation for a special permit to haul its own garbage and refuse to the city disposal area; provided, however, that no person conducting a business and holding such a permit shall haul any garbage and refuse for any other person, nor from the residence of such permit holder or the residence of any officer, member,

employee or agent of such permit holder. A holder of such permit shall pay the fee or charge for depositing garbage and refuse in the place provided therefor in accordance with the fee established by the city, except that the fee for the University of Northern Iowa and other public agencies for depositing its solid waste at the city transfer station shall be \$9.00 over the then current landfill rate per ton (effective July 1, 2020 the landfill rate is \$42.25/per ton)\$42.25 per ton, rather than ~~\$57.50-\$65.00~~ per ton as provided in section 10-5(g). The landfill rate is subject to change annually.

(Code 2017, § 12-4; Ord. No. 2656, § 2, 5-27-2008)

Sec. 10-5. - Service charges—Established.

(a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:

- (1) Thirteen dollars per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of the two allowed each week must have a city garbage bag tag attached in order to be picked up.
- (2) Automated garbage refuse collection fees shall be as follows for a city-issued container:

City of Cedar Falls
Automated Garbage Refuse Collection Fees

<u>Container</u>	<u>Effective 1/1/2021</u>	<u>Effective 1/1/2022</u>
<u>32 Gallons</u>	<u>\$ 9.23</u>	<u>\$ 9.46</u>
<u>68 Gallons</u>	<u>\$ 17.43</u>	<u>\$ 17.86</u>
<u>95 Gallons</u>	<u>\$ 27.16</u>	<u>\$ 27.84</u>

~~\$9.00 per month for a city-issued 32-gallon garbage container, \$17.00 per month for a city-issued 68-gallon garbage container or \$26.50 per month for a city-issued 95-gallon container.~~ One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.

- (3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.
- (4) Effective on and after ~~July 1, 2013~~January 1, 2021, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be ~~\$5.00~~\$10.00 per stop for the first 10 items and \$20 for over 10 items, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. ~~There shall be no charge for b~~Bulk items, other than appliances, brought to the city transfer station, shall be charged as solid waste as provided in the chart in subsection (g) of this section, except that the per-unit charge for aAppliances, CRT monitors, and automobile, truck and tractor tires and rims, brought to the city transfer station shall be charged as provided in the chart in subsection (g) of this section, ~~shall apply.~~

- (5) The owner or occupant of any household unit within the city may request one additional city-issued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.
- (b) *Residential units.* The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.
- (c) *Churches and similar institutions.* The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in subsection (a).
- (d) *Penalty for late payment.* There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.
- (f) *Collection of garbage and refuse at commercial or apartment buildings through the use of dumpsters.* The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be: ~~in the amount of \$35.00 per dump.~~

City of Cedar Falls
Container Dumpster Fee

Effective Date	Rate
January 1, 2021	\$ 53.00
January 1, 2022	\$ 71.00
January 1, 2023	\$ 89.00
January 1, 2024	\$ 107.00
January 1, 2025	\$ 125.00

- (g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$7.50 \$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$5.00 \$7.50/each
Automobile tire	\$2.50/each

With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	\$35.00/per dump see Subsection 10.5(f) for rate schedule
Three yard containers	\$35.00/per dump see Subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
<u>Minimum tipping fees at the city transfer station:</u>	
<u>Solid waste up to 260 pounds</u>	<u>\$7.00/dump</u>
<u>Yard waste up to 400 pounds</u>	<u>\$7.00/dump</u>
<u>Solid Waste / Demolition dumping at the city transfer station</u>	<u>\$65.00/ton</u>
<u>Demolition</u>	<u>\$59.15/ton</u>
<u>Solid waste</u>	<u>\$57.50/ton</u>
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$30.00 \$40.00/ton

<u>Minimum tipping fees at the city transfer station:</u>	
<u>Solid waste up to 260 pounds</u>	<u>\$7.00/dump</u>
<u>Yard waste up to 400 pounds</u>	<u>\$7.00/dump</u>
<u>Demolition dumping at the city transfer station</u>	<u>\$59.15/ton</u>
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$59.15 <u>\$65.00</u> /ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
<u>Commercial Cardboard Containers</u>	<u>\$10.00/dump</u>
<u>Commercial Bulk Recycling drop off</u>	<u>\$50.00/dump</u>

- (h) *The placing of or failure to remove garbage or yard waste container within specified time limits.* The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.
- (i) *Asphalt shingle recycling.* An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

(Code 2017, § 12-5; Ord. No. 2795, § 1, 6-24-2013; Ord. No. 2821, §§ 1, 2, 6-9-2014; Ord. No. 2840, §§ 1, 2, 3-16-2015; Ord. No. 2896, § 4, 3-6-2017; Ord. No. 2941, § 3 6-3-2019)

Sec. 10-6. - Service charges—Collection; disposition of proceeds.

The municipal utilities office is hereby authorized and directed to render and collect fees or service charges for garbage and refuse service and automated yard waste service in accordance with the fees established in section 10-5. The charge shall be collected with the consumer's regular monthly utility bill and shall be shown as a separate item on the bill. The owner or manager of a private dwelling, apartment building, trailer park or business establishment who provides and pays for the electric, gas, water and sewer consumption charges of the tenants shall also be responsible and pay for the garbage and refuse service charge of the tenants. Collection policies shall be the same as for the other utility services.

Amounts collected for the garbage and refuse service and the yard waste service shall be deposited in the garbage collection appropriation of the sanitation fund of the city.

(Code 2017, § 12-6; Ord. No. 2795, § 2, 6-24-2013)

Sec. 10-7. - Authorized disposal areas.

Disposition of garbage and refuse and yard waste shall be in areas designated by the council.

(Code 2017, § 12-7; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-8. - Unsanitary accumulations, unsightly trash, refuse, yard waste, oil or grease recycling containers or dumpsters.

It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public property in the city, such quantities of garbage and refuse, or of yard waste, either in containers or not, as shall, in the opinion of the county board of health, constitute a health or sanitation hazard. All trash, refuse, yard waste must be kept entirely within an approved refuse container. It shall be unlawful for any person to permit to exist on any private premises, improved or vacant, or on any public property in the city, any trash, refuse, yard waste, or oil or grease recycling container, or trash dumpster, privately owned or publicly owned, in an unsightly condition, whereupon the director of public works or designee may, in his or her discretion, require such person to erect or construct an enclosure to screen such unsightly container or dumpster from public view.

(Code 2017, § 12-8; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2880, § 1, 9-19-2016; Ord. No. 2896, § 5, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Sec. 10-9. - Deposit on public property.

It shall be unlawful for any person to deposit any garbage or refuse or any yard waste in any park or street, or on any other property within the city, unless such garbage, refuse or yard waste is deposited in containers, the size, type and location of which are as provided in this chapter.

(Code 2017, § 12-9; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-10. - Disposal at solid waste transfer station.

It shall be unlawful for any person who does not pay the fees as required by the city to dump or dispose of any garbage, refuse, yard waste or other material at the city solid waste transfer station or the city-owned premises surrounding the station.

(Code 2017, § 12-10; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-11. - Deposit of yard wastes in county landfill.

It shall be unlawful for any person to deposit any yard wastes in the county landfill.

(Code 2017, § 12-11; Ord. No. 2387, § 1, 6-24-2002)

Sec. 10-12. - Transport of waste material.

- (a) No person shall haul, transport or otherwise convey any garbage, rubbish, trash, refuse, yard waste, building material, tree or shrubbery branches or limbs or other waste material within the city unless the material is contained in covered receptacles or is otherwise secured either to or within the vehicle so that the garbage, rubbish, trash, yard waste, building material, tree or shrubbery branches or limbs or other waste material does not fall off or blow off or out of the vehicle hauling the material. If any of the garbage, rubbish, trash, waste, building material, tree or shrubbery branches or limbs or other waste material falls off or blows off or out of the vehicle, the person hauling the material shall clean up all of the waste material.
- (b) Any person who shall violate this section, or any provision of any part of this article, shall be deemed to have committed a municipal infraction, and upon being adjudged by a court to have committed such violation, shall be subject to a civil penalty as provided in section 1-9(a).

(Code 2017, § 12-12; Ord. No. 2387, § 1, 6-24-2002; Ord. No. 2423, § 2, 3-10-2003)

Sec. 10-13. - Privately owned or leased trash dumpsters or receptacles in city parking lots.

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of ~~municipal operations and programs~~ public works. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.
- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section,

shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.

- (f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

(Code 2017, § 12-13; Ord. No. 2770, § 1, 7-9-2012; Ord. No. 2880, § 2, 9-19-2016; Ord. No. 2896, § 6, 3-6-2017; Ord. No. 2941, § 3, 6-3-2019)

Secs. 10-14—10-44. - Reserved.

ARTICLE II. - PRIVATE COLLECTORS

Sec. 10-45. - Use.

Persons operating restaurants, cafeterias, clubs, boardinghouses or eating houses, lunch counters or other business establishments within the corporate limits of the city may dispose of garbage through collectors licensed by the county.

(Code 2017, § 12-41; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-46. - License required.

Any person desiring to haul and dispose of garbage from those persons enumerated in section 10-45 and to use the streets of the city for the hauling thereof shall first obtain a license from the county therefor.

(Code 2017, § 12-42; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-47. - Violation of article.

Anyone licensed in accordance with the provisions of this article who fails or refuses to gather and carry away, in covered boxes or receptacles, any deposit of garbage in the proper manner from any place where the garbage is deposited for removal by him or who violates any other provision of this article shall be deemed to have committed a municipal infraction, and upon being adjudged by a court to have committed such violation, shall be subject to a civil penalty as provided in section 1-9(a).

(Code 2017, § 12-43; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-48. - Frequency of collection; collection vehicles; place of disposal.

- (a) Those persons licensed in accordance with this article shall collect the garbage at least once a week, and more frequently if required for health reasons.
- (b) Licensees shall haul garbage in vehicles containing tightly covered boxes or receptacles, and all garbage shall be removed and disposed of outside the city limits.

(Code 2017, § 12-44; Ord. No. 2424, § 1, 3-24-2003)

Sec. 10-49. - Fee for disposal of garbage and refuse by private contractors at city owned locations.

The city council shall annually by resolution establish a fee to be charged to private contractors that dispose of garbage and refuse at city owned locations.

(Code 2017, § 12-45; Ord. No. 2424, § 1, 3-24-2003)

Secs. 10-50—10-71. - Reserved.

ARTICLE III. - CITY DUMPING GROUNDS

Sec. 10-72. - Authority to establish.

The council may provide and establish, by ordinance or resolution, certain places as burying, dumping and burning grounds to be used as burying grounds for dead animals and as dumping and burning grounds for all garbage matter, offensive materials and substances and other refuse and rubbish accumulating within the limits of the city.

(Code 2017, § 12-61)

Sec. 10-73. - Unlawful dumping; filling on private land.

Any person who shall use any lot, open space, street or roadway in the city, instead of the burying, dumping and burning ground provided for and established by the council, for the dumping or depositing of dead animal matter, garbage matter, offensive materials and substances and other refuse or rubbish shall be guilty of a misdemeanor, and upon conviction thereof shall be punished in accordance with section 1-8; provided, however, that any person owning a lot or tract of ground which is low and in need of being filled may file with the city clerk a bond in the amount of \$200.00 guaranteeing that such person will keep the lot or tract of ground in a sanitary and sightly condition, and may then have such lot or tract of ground filled by dumping rubbish such as ashes, earth and stones thereon on the approval of the bond by the council.

(Code 2017, § 12-64)

ORDINANCE NO. 2974

AN ORDINANCE REPEALING SECTION 10-4, DISPOSAL BY BUSINESS ESTABLISHMENTS; SPECIAL FEE FOR UNIVERSITY OF NORTHERN IOWA AND OTHER PUBLIC AGENCIES; AND SECTION 10-5, SERVICE CHARGES—ESTABLISHED; AND SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF NEW SECTION 10-4, DISPOSAL BY BUSINESS ESTABLISHMENTS; SPECIAL FEE FOR UNIVERSITY OF NORTHERN IOWA AND OTHER PUBLIC AGENCIES; AND NEW SECTION 10-5, SERVICE CHARGES—ESTABLISHED; AND NEW SECTION 10-13, PRIVATELY OWNED OR LEASED TRASH DUMPSTERS OR RECEPTACLES IN CITY PARKING LOTS.

Section 1. Section 10-4, Disposal by business establishments; special fee for University of Northern Iowa and other public agencies, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 10-4, Disposal by business establishments; special fee for University of Northern Iowa and other public agencies, is enacted in lieu thereof, as follows:

Sec. 10-4. - Disposal by business establishments; special fee for University of Northern Iowa and other public agencies.

Any place of business may, in lieu of having the city collect its garbage and refuse, have the garbage and refuse collected by a private licensed collector, or it may apply to the mayor or director of sanitation for a special permit to haul its own garbage and refuse to the city disposal area; provided, however, that no person conducting a business and holding such a permit shall haul any garbage and refuse for any other person, nor from the residence of such permit holder or the residence of any officer, member, employee or agent of such permit holder. A holder of such permit shall pay the fee or charge for depositing garbage and refuse in the place provided therefor in accordance with the fee established by the city, except that the fee for the University of Northern Iowa and other public agencies for depositing its solid waste at the city transfer station shall be \$9.00 over the then current landfill rate per ton (effective July 1, 2020 the landfill rate is \$42.25/per ton), rather than \$65.00 per ton as provided in section 10-5(g). The landfill rate is subject to change annually.

Section 2. Section 10-5, Service charges – Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 10-5, Service charges – Established, is enacted in lieu thereof, as follows:

Sec. 10-5. - Service charges—Established.

- (a) *Household units.* The expense of garbage and refuse service and automated yard waste service shall be a charge against the owner or occupant of every household unit within the city in the amount of:
- (1) Thirteen dollars per month for non-automated garbage truck routes. This base charge allows the placement of two garbage units for weekly pickup. A garbage unit may be either a plastic bag or a commercial manufactured garbage can with a lid. The maximum size for a garbage unit shall not exceed 33 gallons or weigh more than 60 pounds. Each garbage unit in excess of

the two allowed each week must have a city garbage bag tag attached in order to be picked up.

(2) Automated garbage refuse collection fees shall be as follows for a city-issued container:

**City of Cedar Falls
Automated Garbage Refuse Collection Fees**

Container	Effective 1/1/2021	Effective 1/1/2022
32 Gallons	\$ 9.23	\$ 9.46
68 Gallons	\$ 17.43	\$ 17.86
95 Gallons	\$ 27.16	\$ 27.84

One additional garbage unit may be placed on top of the automated cart if said unit has a city garbage bag tag attached and meets the size limits defined in subsection (a)(1) of this section.

(3) Automated yard waste collection fees shall be as follows: \$7.00 per container per dump for a city-issued 95 gallon yard waste container, increasing to \$10.00 per container per dump effective on and after July 1, 2013; provided, however, that effective on and after January 1, 2014, and during such time periods in the spring and fall of each year as shall be determined by the director of public works and announced to the public, such charge shall be one-half of the regular \$10.00 per container per dump fee, that is, \$5.00 per container per dump.

(4) Effective on and after January 1, 2021, bulk items left at the curb for city pick-up if the city is called for pick-up, shall be \$10.00 per stop for the first 10 items and \$20 for over 10 items, plus the per-unit charge for appliances, CRT monitors, and automobile, truck and tractor tires and rims, as provided in the chart in subsection (g) of this section. Bulk items, other than appliances, brought to the city transfer station, shall be charged as solid waste as provided in the chart in subsection (g) of this section, Appliances, CRT monitors, and automobile, truck and tractor tires and rims, brought to the city transfer station shall be charged as provided in the chart in subsection (g) of this section.

(5) The owner or occupant of any household unit within the city may request one additional city-issued, 95-gallon yard waste container for such household unit, at a one-time, non-refundable fee of \$50.00. Such additional yard waste container shall at all times remain the property of the city. No more than a total of two yard waste containers shall be allowed for any household unit in the city.

(b) *Residential units.* The expense of garbage and refuse service and automated yard waste service shall become a charge against the owner or occupant of every residential unit, at the same rate as is provided for household units in subsection (a) of this section, on a per-residential-unit basis or part thereof. A residential unit, for purposes of this subsection, shall consist of four people unrelated by blood, marriage or adoption.

(c) *Churches and similar institutions.* The expense of garbage and refuse service and automated yard waste service shall become a charge against each church or similar institution which uses the garbage and refuse service or the automated yard waste service of the city, at the residential unit rate as established in subsection (a).

- (d) *Penalty for late payment.* There shall be assessed a penalty if the bill for garbage and refuse service or the automated yard waste service is not paid at the time indicated on the consumer's regular monthly utility bill. The penalty shall be in the same amount as authorized for municipal utilities under state law.
- (e) *Reduction for low-income households.* The owner or occupant of every household unit which meets the low-income requirement, as set by the U.S. Government, contained in the Section 8 Housing Assistance Program of the city, may apply annually to the director of public works for, and be granted, a 50 percent reduction in the monthly garbage and refuse service charges as established in subsection (a)(2) of this section.
- (f) *Collection of garbage and refuse at commercial or apartment buildings through the use of dumpsters.* The dumping fee for the use of dumpsters used to collect garbage and refuse at commercial or apartment buildings shall be:

**City of Cedar Falls
Container Dumpster Fee**

Effective Date	Rate
January 1, 2021	\$ 53.00
January 1, 2022	\$ 71.00
January 1, 2023	\$ 89.00
January 1, 2024	\$ 107.00
January 1, 2025	\$ 125.00

- (g) *Garbage and refuse and yard waste service charges.*

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each

Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	see Subsection 10.5(f) for rate schedule
Three yard containers	see Subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$40.00/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$65.00/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump

- (h) *The placing of or failure to remove garbage or yard waste container within specified time limits.* The placing of or failure to remove a garbage or yard waste container as required in section 10-3(b) shall result in a service charge of \$5.00 per occurrence to be assessed to the owner or occupant of

any private dwelling, trailer, apartment or business establishment, the same to be collected as provided in section 10-6.

- (i) *Asphalt shingle recycling.* An asphalt shingle recycling site at the city transfer station shall be provided in order to accept asphalt shingles for recycling. Asphalt shingles which are free of contaminants which include, but are not limited to, wood, metal flashing, shingle wrappers, trash or other debris, shall be accepted for recycling at the city transfer station at a favorable tipping fee, as set forth in the table contained in subsection (g) of this section. However, asphalt shingles containing contaminants which are dumped at the shingle recycling site at the city transfer station shall be subject not only to the normal tipping fee for demolition dumping at the city transfer station, but shall also be subject to a \$10.00 per ton service charge all as set forth in the table contained in subsection (g) of this section.

Section 3. Section 10-13, Privately owned or leased trash dumpsters or receptacles in city parking lots, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and a new Section 10-13, Privately owned or leased trash dumpsters or receptacles in city parking lots, is enacted in lieu thereof, as follows:

Sec. 10-13. - Privately owned or leased trash dumpsters or receptacles in city parking lots.

- (a) Any person who desires to place a privately owned or leased trash dumpster or receptacle upon a space in a municipally owned or leased off-street parking lot within the city shall first file an application for a permit with the city clerk, and shall pay an annual permit fee therefor, in such amount as shall be determined from time to time by resolution of the city council. The application and an accompanying diagram or site plan shall be submitted by such person, and shall show the size of the trash dumpster or receptacle, and the location of the proposed placement of the trash dumpster or receptacle within the municipal parking lot.
- (b) Issuance of an annual permit for a private trash dumpster or receptacle by the city clerk shall be subject to approval of the city director of public works. A permit issued under this section shall be issued for a period of one year, and may be renewed by the permit holder upon filing of an application for renewal of the permit before its expiration, and by payment of the required annual fee. The application for renewal shall state whether or not any of the terms of the original application or permit is proposed to be revised, and if so, the particulars of the proposed revisions.
- (c) The city shall designate certain spaces or areas, within various municipally owned or leased off-street parking lots within the city, upon which such trash dumpsters or receptacles may be placed. Such designation shall include appropriate painting on the parking lot surface and/or appropriate signage, delineating the area and use for such space. The city may limit the number and size of such spaces or areas within a particular lot or lots in the city, and the number of permits issued under this section, and may completely exclude provision for any such spaces or areas within a particular lot or lots, in its sole discretion, if deemed necessary to maintain adequate access, to safeguard pedestrian and traffic safety, to preserve the aesthetic quality of the municipal parking lot or the surrounding area, to preserve space for vehicular parking, or for any other valid public purpose or purposes.
- (d) The director of public works or designee shall order the immediate removal of any trash receptacle or dumpster owned or leased by a permit holder, in the event that the permit for such trash dumpster or receptacle has expired, or the annual fee has not been paid to the city, or in the event such trash dumpster or receptacle is causing a hazard to public safety, health, or welfare, or is

causing damage to public property, including damage to the surface or curbing of the parking lot or of any publicly-owned fixtures located thereon, or is in any other manner interfering with proper maintenance of the parking lot, including removal of ice and snow from the municipal lot or other adjacent public property. If any such trash receptacle or dumpster is in an unsightly condition, the director of public works or designee may, in his or her discretion, require the permit holder to erect or construct an enclosure to screen such unsightly trash receptacle or dumpster from public view.

- (e) The city shall have no responsibility regarding the depositing of trash within any privately owned or leased trash dumpster or receptacle which is placed on a municipal lot as provided in this section, shall have no responsibility for removal of the trash from such dumpster or receptacle (unless the permit holder has made arrangements for removal of such trash by the city as provided in this article), and shall have no responsibility for determining any arrangements for rental, use, maintenance, repair, or replacement of such dumpster or receptacle, all of which shall be the responsibility of either the permit holder or the private firm responsible for removal of the trash therefrom.
- (f) Any person who places, or causes to be placed, a privately owned or leased trash dumpster or receptacle in or upon any municipally leased or owned off-street parking lot within the city in any way contrary to the provisions of this section shall be deemed to have committed a municipal infraction, and shall be subject to a civil penalty as punishable as provided in section 1-9(a).

INTRODUCED: _____ October 5, 2020 _____

PASSED 1ST CONSIDERATION: _____ October 5, 2020 _____

PASSED 2ND CONSIDERATION: _____ October 19, 2020 _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: October 20, 2020
SUBJECT: Small Wireless Facility Ordinance

Mayor & Council,

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

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

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

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

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

Staff recommends adoption of the proposed ordinance.

ORDINANCE NO. 2975

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

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

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

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

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

ARTICLE II SMALL WIRELESS FACILITIES

Sec. 22-20. Purpose and Legislative Intent

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

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

Sec. 22--21. Definitions

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

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

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

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

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

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

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

CFU means Cedar Falls Utilities.

City means the City of Cedar Falls, Iowa.

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

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

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

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

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

FCC means the Federal Communications Commission.

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

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

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

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

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

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

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

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

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

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

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

State means the State of Iowa.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 22-23. Exclusions

The following shall not require a Permit under this Article:

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

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

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

Sec. 22-24. City Preferences

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

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

(d) **Least Preferable Locations**

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

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

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

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

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

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

Sec. 22-25. Application Requirements

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

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

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

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

Sec. 22-26. Batched Submittals.

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

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

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

Sec. 22-27. City Action on Applications.

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

(a) Sufficiency of Application

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

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

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

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

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

Sec. 22-28. Effect of Permit; Duration

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

Sec. 22-29. Fees

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

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

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

Sec. 22-30 General Standards and Requirements

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

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

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

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

Sec. 22-31. Aesthetic Standards.

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

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

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

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

(d) **Height Above Ground.**

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

(e) **Protrusions.**

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

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

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

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

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

(g) Location of Ground-Mounted Equipment

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

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

(h) Location of Pole-Mounted Equipment

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

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

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

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

(k) Antennas

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

(l) Concealment

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

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

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

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

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

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

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

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

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

Sec. 22-33. Undergrounding Requirements

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

Sec. 22-34. Removal, Relocation and Abandonment

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

Sec. 22-35. Graffiti Abatement

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

Sec. 22-36. Exceptions, Relief, Waiver and Exemption

(a) Minor Technical Exceptions

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

(b) Waivers

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

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

Sec. 22-37. Compliance with Applicable Law

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

Sec. 22-38. Assignment and Transfer

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

Sec. 22-39. Noncompliance, Cure and Revocation

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

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

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

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

Sec. 22-41. Liability Insurance

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

Sec. 22-42. Indemnification

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

Sec. 22-43. Performance Security

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

Sec. 22-44. Planning and Community Services Division

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

INTRODUCED: _____ October 19, 2020 _____

PASSED 1ST CONSIDERATION: _____ October 19, 2020 _____

PASSED 2ND CONSIDERATION: _____

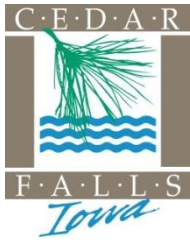
PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk



MAYOR ROBERT M. GREEN

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



NATIVE AMERICAN HERITAGE MONTH NOVEMBER 2020

WHEREAS, National Native American Heritage Month celebrates the rich tapestry of Indigenous peoples and honor their sacrifices, which we recognize as inextricably woven into the history of this country; and

WHEREAS, Native Americans are descendants of the original, indigenous inhabitants of what is now the United States, and have moving stories of tragedy, triumph, and perseverance that need to be shared with future generations; and

WHEREAS, Native Americans have enriched our heritage and continue to add to all aspects of our society through their generosity of culture and the continued practice of teaching economic, environmental, and cultural sustainability; and

WHEREAS, our country is blessed by the character and strength exemplified by the Native Americans who have answered the call of service in our armed forces in greater numbers per capita than any other group in the United States; and

WHEREAS, the City of Cedar Falls is committed to engaging in dialogues, led by tribal communities, around the opportunities and work in which they are currently engaged in the areas of self-determination, sovereignty, and cultural preservation, in order to create an active government-to-government collaboration; and

WHEREAS, during the month of November, the United States Congress annually proclaims to honor our native peoples in this, their ancestral home, and recognize their continued contributions in strengthening the diversity of our society;

NOW, THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim November 2020, as **Native American Heritage Month** throughout Cedar Falls and encourage all citizens to work for greater appreciation and understanding of the heritage and culture of the native peoples of Northeast Iowa and beyond, and to honor the Native American veterans for their service and sacrifice for our country.

Signed this 30th day of October, 2020.

Mayor Robert M. Green





MAYOR ROBERT M. GREEN

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



VETERANS DAY

NOVEMBER 11, 2020

WHEREAS, On Veterans Day, our Nation pays tribute to those who have proudly served in the Armed Forces of the United States; and

WHEREAS, through the generations, America's men and women in uniform have defeated tyrants, liberated continents, and set a standard of courage and idealism for the entire world; and

WHEREAS, to protect the Nation they love, our veterans stepped forward when America needed them most, and conflicts around the world, their sacrifice and resolve helped destroy the enemies of freedom and saved millions from oppression; and

WHEREAS, in answering history's call with honor, decency, and resolve, our veterans have shown the power of liberty and earned the admiration of a grateful Nation; and

WHEREAS, America's veterans have placed our Nation's security before their own lives, creating a debt that we can never fully repay; and

WHEREAS, it's fitting and proper for the residents of Cedar Falls to recall the service of our Soldiers, Sailors, Airmen, Marines, and Coast Guardsmen, to be reminded that the defense of freedom comes with great loss and sacrifice, and to give thanks to those who have served freedom's cause;

NOW, THEREFORE, I, Robert M. Green, Mayor of Cedar Falls, do hereby proclaim November 11, 2020, as **Veterans Day** throughout Cedar Falls and encourage all citizens to recognize the valor and sacrifice of our veterans through appropriate activities, ceremonies, and programs; to display the flag of the United States proudly; and to support local, state, and national programs to recognize, benefit and support our veterans.



Signed this 29th day of October, 2020.

Mayor Robert M. Green
U.S. Coast Guard Veteran

Mayor Rob Green
City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

October 27, 2020

Dear Mayor Green,

I would like to inform you that I am resigning my position as a commissioner on the Planning and Zoning Committee.

This spring, the mortgage interest rates took a historic plunge that required that I work 50 to 60 hours a week. This trend will not be letting up any time soon and I do not think that I can dedicate the amount of time that is required to be an effective member of the committee.

I have enjoyed my time on the committee and hope I can once again be considered for a future opportunity.

Sincerely,

Rochelle Adkins

Rochelle Adkins



MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: October 30, 2020
SUBJECT: Reappointment of Two Planning and Zoning Commissioners
REF: Code of Ordinances, City of Cedar Falls §18-19: Planning and Zoning Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following individuals for reappointment to the Planning and Zoning Commission for a term of five years:
 - a. Mr. David Hartley (Reappointment) – term ends 11/01/2025
 - b. Ms. Amanda Lynch (Reappointment) – term ends 11/01/2025
2. Both commissioners have been recommended for reappointment by staff. They have ably carried out their roles as appointed officials, and have met attendance requirements.
3. In accordance with recent council consensus, no Council interviews have been scheduled for these two individuals given that they are re-appointments. Please contact me with any questions or concerns about this.

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

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MAYOR ROBERT M. GREEN

CITY OF CEDAR FALLS, IOWA

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

TO: City Council
FROM: Mayor Robert M. Green *Robert Green*
DATE: October 20, 2020
SUBJECT: Parks and Recreation Commission Appointments
REF: (a) Code of Ordinances, City of Cedar Falls §17-166

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following candidates for the Parks and Recreation Commission, to complete unfulfilled terms:

- Ms. Sarah Corkery (Appointment) – term ends 6/30/2022
- Ms. Kelsey Schreiber (Appointment) – term ends 6/30/2022

2. These two candidates have been interviewed by the Selection Committee (Mayor Pro Tem, Commission Chair, Director and Staff Liaison) after review of a slate of applicants; we have collectively determined them to be the most qualified citizens for appointment.

Encl: (1) Ms. Sarah Corkery – General Application and Candidate Questionnaire
(2) Ms. Kelsey Schreiber – General Application and Candidate Questionnaire

Xc: City Administrator
Community Development Director
Recreation and Community Programs Manager

###



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Item 10.

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

Name: Sarah Corkery Gender: F Date: 07/13/2020
Home Address: 2004 Park Drive Home Phone: 319-239-3800
Work Address: 2004 Park Drive Work Phone: 319-833-1144
E-mail Address: corkerysarah@gmail.com Cell Phone: 319-239-3800
Employer: Veridian Credit Union Position/Occupation: VP of Marketing
If Cedar Falls resident, length of residency: 20 years City Ward: 4 I have a LinkedIn Profile

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

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

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

I helped fundraise \$1MM and build Place to Play Playground that is inclusive of all abilities. It has been highly popular and used by hundreds of people on a regular basis. I recieved the Sertoma Service Award and was recognized as an employee of the year at Veridian for this work. I am also the board of Inclusion Connection, Beau's Beautiful Blessings and Can Do Cancer. I attend Cedar Heights Community Pres. Church.

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

I have worked in marketing for 20 years. I have been the Vice President of Marketing at Veridian Credit Union for 5 years. I understand how to create inclusive spaces using Universal Design concepts. I would like to help make additions and updates (as opportunities arise) to create all our parks to be more accessible to all.

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

I have a son who is now 11 years old. He is legally blind seeing about 20/400 with his glasses on. He has a history of seizures. He was my motivation to create Place to Play Park. And we've seen that building an inclusive place that uses more imaginative play rather than prescriptive play is a better experience. We see hundreds of kids playing at Place to Play Park with license plates from several counties.

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

I'm on the board of: Inclusion Connection, Beau's Beautiful Blessings (which was the fiscal agent for Place to Play Park) and Can Do Cancer. I live adjacent to Lookout Park in Cedar Falls. I also volunteer for Beyond Pink and the National Breast Cancer Coalition.



PARKS AND RECREATION COMMISSION CANDIDATE QUESTIONNAIRE

Item 10.

Name: Sarah Corkery

Date: 7/17/2020

Can you attend Commission meetings on the 2nd Thursday of the month at 4:30pm at the Recreation Center? Yes No

1. Why are you interested in serving on the Parks and Recreation Commission?

I am one of the co-founders of Place to Play Park in Cedar Falls. I have a son who is now 11 years old. He is legally blind seeing about 20/400 with his glasses on. He has a history of seizures. He was my motivation to create Place to Play Park. And we've seen that building an inclusive place that uses more imaginative play rather than prescriptive play is a better experience. We see hundreds of kids playing at Place to Play Park with license plates from several counties. I would like to have the voice of kids with disabilities. As we update parks, they can be designed with this in mind so that more parks accommodate all kids and adults.

2. What Cedar Falls recreational programs, services, or facilities have you or your family participated in?

We are a family of five and have lived in Cedar Falls for 20 years. We have had a membership at the CF Rec Center, swim pass to The Falls, done activities at the Rec Center such as tumbling and birthday parties, Tot Lot, softball, rented shelters, played at many playgrounds, built Place to Play \$1MM park, and we live adjacent to Lookout Park.

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

I would be the voice of including all people of all abilities. There are simple ways to make areas more accommodating for people with physical or mental disabilities. There are creative ways to make accommodations, and they don't always need to be more expensive. For example, the Friendship swing at Place to Play is one of the most popular features. And it could be installed at any park. We also need to think about access to the play equipment and creating better surfacing options.

4. What unique perspective or insights could you bring to the Parks and Recreation Commission?

My unique perspective is having a child with a physical disability and history of seizures. It made going to the park very scary. We got a lot of input on Place to Play Park from parents and people with disabilities. They brought up many features that make the park very fun and very safe. For instance the roller slide is built on a hill. If a child would "fall" off the slide, they would only roll down a hill. And kids love running up and down the hill. My background has taught me that less structures and more landscaping options can provide a better play experience for all. I believe that inclusive parks are for all. They are not segregated experiences for one group.

5. What changes would you like to see in the City's parks and recreational services and programs?

As parks are updated, and equipment is replaced, I would like to see what options we have to be more accommodating. For example, at Place to Play Park, we installed a dunk hoop. The hoop is lower to the ground which makes it fun to typical people to dunk. And it makes it easier for people who use wheelchairs and smaller children able to make a basket. We also installed a simple communication board with examples of the park features so that kids who don't talk (either due to age or disability) can communicate about what they want to do. The programs can also be viewed in a way to make sure people with disabilities can be included proactively. How easy is it to register? How can we proactively offer accommodations? It can be as easy as giving a child an assigned buddy to help them get around. Kids are very creative.

6. Please list your organizational and relational connections which might pose potential conflicts of interest for items under consideration by the Parks and Recreation Commission.

I am on the board of Beau's Beautiful Blessings, the fiscal agent for Place to Play Park. I helped raise the \$1MM to build Place to Play Park. I am also on the board of Inclusion Connection, and one of our programs is Together We Play. I am also on a board for an organization called Can Do Cancer. I volunteer for Beyond Pink and the National Breast Cancer Coalition. I live adjacent to Lookout Park.

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

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



GENERAL APPLICATION FOR APPOINTMENT TO CITY BOARDS & COMMISSIONS

Item 10.

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

Name: **Kelsey** **A** **Schreibel** Gender: **F** Date: **08/09/2020**
First MI Last

Home Address: **2516 Franklin St Cedar Falls, IA 50613** Home Phone:

Work Address: Work Phone:

E-mail Address: **bnkschreibel@yahoo.com** Cell Phone: **(319)215-0570**

Employer: **Waterloo Community Schools** Position/Occupation: **Teacher**

If Cedar Falls resident, length of residency: **22 years** City Ward: **2** I have a LinkedIn Profile

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

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

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

Growing up in the Cedar Valley, I worked through the recreation center teaching swimming lessons, assisting with Tot Lot, working in the daycare, and occasionally assisting with birthday celebrations at the recreation center. I have volunteered at the local foodbank, River Hills, and with events at Nazareth Lutheran Church. I went to Wisconsin for college but recently moved back to Iowa and would like to be more involved.

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

I have a bachelors degress in early childhood education with some graduate level coursework completed and am currently working as a kindergarten teacher. I was also a collegiate athelete and am open and willing to work hard. I am a very solution-oriented individual who looks for ways to make things happen. I am organized and have solid communication skills. I also have a desire to serve and improve the community.

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

I want to serve on the parks and recreation commission because I want to help improve these services in our area. I want to advocate for our community (children especially) to have access to high quality parks and recreation services. I grew up spending a lot of time playing at the parks and swimming at the pools (previous member of BLAST) and I am passionate about passing on those same good experiences to others.

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

Bruce Verink and Christine Anderson are family friends.



PARKS AND RECREATION COMMISSION CANDIDATE QUESTIONNAIRE

Item 10.

Name: Kelsey Schreiber

Date: 08/26/2020

Can you attend Commission meetings on the 2nd Thursday of the month at 4:30pm at the Recreation Center? Yes No

1. Why are you interested in serving on the Parks and Recreation Commission?

I am interested in joining the Parks and Recreation Commission because I would like to help to improve the services and facilities we have to offer our local community. I love the Cedar Valley and I want to invest in the community and serving on the Parks and Recreation Commission is one of the ways I can do that. I also have a young child and I want him to be able to enjoy the parks and services Cedar Falls has just like I did as a child.

2. What Cedar Falls recreational programs, services, or facilities have you or your family participated in?

Growing up, I spent a lot of time at Ray Edwards, The Falls, Holmes, and Peet for leisure and for sport. I learned to swim through the Recreation Center's swimming lesson program and then went on to swim competitively for BLAST and then at the collegiate level. I played Rec T-ball and softball and tried soccer as well! As a child, my mom spent a lot of summer days with my brother and I at parks in the area. My first job was working in the Rec Center daycare and helping out with birthday parties. I also taught swimming lessons and helped with the Tot Lot program as a high schooler. More recently, I have taken my infant to Holmes Pool for indoor open swim, and have spent A LOT of time in the last few months enjoying local parks like Lookout Park, Seerley Park, and Washington Park.

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

I think that my role would be to be a voice for the young children who benefit from the places and programs that the Parks and Recreation Department—as a teacher, I am passionate about providing the best possible services and opportunities for our youngest community members and I think that joining the commission would be another way for me to do that outside of the classroom.

4. What unique perspective or insights could you bring to the Parks and Recreation Commission?

I am a young parent who has been a lifelong resident of Cedar Falls which think gives me extra motivation to work to improve what the Department has to offer. I am also a teacher with a BA and some masters level coursework related directly to doing what's best for young children. I think that my knowledge gives me a unique perspective on what services and ideas the Commission can explore to help improve the services they provide.

5. What changes would you like to see in the City's parks and recreational services and programs?

I would really like to see improvements to the parks in our city—I think many of them have been severely neglected and are due for a well-deserved update. I would also like to help advocate for and improve our local aquatics facilities and programs because I believe that the families and children in our community deserve the best opportunities and experiences and I am an advocate for aquatics.

6. Please list your organizational and relational connections which might pose potential conflicts of interest for items under consideration by the Parks and Recreation Commission.

Bruce Verink and Christine Anderson (employees of the Recreation Center) are family friends.

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

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

CITY COUNCIL WORK SESSION

Cedar Falls Council Chambers

October 19, 2020

The City Council held a special work session at City Hall via teleconference at 5:30 p.m. on October 19, 2020, with the following persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Mark Miller, and Dave Sires. Absent: Daryl Kruse. Staff members attended from all City Departments. Amie Rivers from the *Waterloo Courier* attended, as well as members of the community.

Mayor Green introduced the only item on the agenda, City Council Organizational Effectiveness.

Attorney Kristine Stone and Attorney Michael Galloway of Ahlers & Cooney, P.C. conducted the presentation. Attorney Stone introduced the first topic to be covered: The Big Picture & the Role of the City Council. Upon completion of the first topic Attorney Stone asked for questions and there were no questions.

Attorney Stone introduced the second topic to be covered: Best Practices & Options. Upon completion Attorney Stone asked for questions. Attorney Galloway added councilmembers need to keep a few items in mind before they switch from Committee of a Whole (COW) to Council Committees. If you have committees they have to be treated as regular open meetings (Agenda, minutes, recordings) the same as a Council Meeting or COW. This will not move away from any transparency and we will be replicating what we are doing now for Council and COW. Attorney Galloway also stated if you adopted a committee with committee chairs there's a misunderstanding that the chair has more direction over department heads or the direction a department is going. This chair has no more authority than any other councilmember. The committee structure is to have information and make recommendations back to the councilmembers. Specific direction can't be given to the department heads from this chair. The City Administrator, Mayor or Council (as a whole) gives direction to department heads. The ordinance must be outlined on what the duties the committee and the committee chair would be and be held accountable if they are not following the process. The committee process is not any less bureaucratic and will be just as transparent as what we are doing now. There's no authority from the individual committee members or chairperson of individual committees to provide any specific direction to the department heads or departments that they would be overseeing. These committee meetings are an information gathering arm of the council and they report back to the council. Councilmember Darrah discussed the success of task forces that he's been on. Attorney Galloway stated stakeholders enjoy these taskforces since citizens get to give input. Councilmember Darrah stated the final decision is still decided by the council. Councilmember Harding verified we have the following committees in our ordinance: Public Works, Administration and Community Relations and Planning and they have all 7 councilmembers on them. City Administrator Gaines stated it's probably been 5-6 years since any of these committees, other than Administration, have met. The council elected to go to a COW structure a number of years ago because the Mayor was chairing it; otherwise each one of the committee

meetings left the Mayor out of any of that decision making. All council members were attending these committee meetings anyway. If we go back 10-12 years we had these same committees but they were more informal and held in the Mayor's conference room. Attorney Rogers stated that COW structure was approved in the council rules and was approved by council. Councilmember Harding stated we should have a more in-depth conversation about COW and committees in the future. Attorney Stone recommends updating the city code and adopting rules for the specific committees so everyone understands what the rules and responsibilities are and they can be effective and productive meetings.

Attorney Stone introduced the third topic to be covered: Open Meetings. Councilmember deBuhr confirmed that if a citizen has a Public Works issue that it should be brought to the City Administrator's attention or should the councilmember advise Public Works. Attorney Stone recommends working through the City Administrator to solve issues. Councilmember deBuhr asked if council could try different things with committees since it takes so long to change the code? Attorney Stone recommends following the code that the city has in place. Attorney Galloway agreed that we need the authority of the code. Mayor Green asked about the committees we are using like Planning and Zoning, Bike & Pedestrian and Human Rights Commission but some are not listed in city code. Should all of our committees and commissions be inside the code or is it okay to have additional committees or groups that are not as formal? Attorney Stone stated it's not uncommon to have particular committees that are not defined by city code. Committees included in city code are the ones that council is perhaps designating tasks or authority to. Planning & Zoning and Board of Adjustment are defined by state codes. There's nothing official on how we establish our Parks & Rec Commission and other advisory groups in our code. Typically more formal committees who meet more regularly are included in the city code. How long term and formal are these groups and how flexible do you want them be and do you need the membership to fluctuate. Attorney Rogers added when it's established in the code of ordinances there's a certain accountability that Mayor and Council can require.

Attorney Stone completed the presentation and Attorney Galloway added the importance of the council having this refresher presentation.

There being no further discussion, Mayor Green adjourned the meeting at 6:25 p.m.

Minutes by Kim Kerr, Administrative Supervisor

COMMITTEE OF THE WHOLE

City Hall – Council Chambers

October 19, 2020

The Committee of the Whole met at City Hall via teleconference at 6:30 p.m. on October 19, 2020, with the following Committee persons in attendance: Mayor Robert M. Green, Frank Darrah, Susan deBuhr, Kelly Dunn, Simon Harding, Mark Miller, and Dave Sires. Daryl Kruse was absent. Staff members attended from all City Departments, as well as members of the community teleconferenced in. Amie Rivers with the *Waterloo Courier*, as well as members of the community teleconferenced in.

The Mayor introduced the first item E-bikes. Chase Schrage Director of Public Works stated E-bikes have gained popularity in recent years. He reviewed the three classes of E-bikes. He stated State Code of Iowa's definition of a 'bicycle' includes electric bikes classes 1 and 2, while excluding class 3. Mr. Schrage stated City ordinance is very similar to that of the state code. E-bikes classes 1 and 2 would fall under the definition of a 'bicycle', which would be allowed on recreational trails. He stated classes 1 and 2 E-bikes are allowed on recreation trails in Waterloo, which includes George Wyth State Park. The Park & Recreation Commission recommends allowing classes 1 and 2 on recreation trails; however the Bike Pedestrian Committee recommends all three classes be allowed. Mr. Schrage stated the staff recommendation is to be consistent with the state code and its definition of 'bicycle' and allow class 1 and 2 E-bikes on recreation trails with a minimum age of 14 years old. He stated the class 3 e-bikes would be excluded and staff would continue to review as the State broadens the E-bike definition in the code.

Mayor Green opened it up for discussion. Mr. Schrage stated it is recommended to stay with the definition in the Code of Iowa. He stated there is no posted speed limit on the trails. He said it is hard to distinguish between the three classes of E-bikes. Kevin Rogers stated there are no rules for passing bicyclists, just posted signage. Mr. Schrage stated the class 3 E-bike can be driven on the roadways but not on the trail with the staff recommendation. Mayor Green opened it for public comment. T.J. Frien 1319 Austin Way would like to see the class 3 E-bike approved for the recreation trails. Brent Johnson 1516 Franklin Street said the recommendation will restrict tourism if class 3 E-bikes are excluded from the recreation trails. He also recommends all bicyclists to announce themselves. Mark Wyatt Executive Director of Iowa Bike Coalition said there was legislation this past session to add class 3 E-bikes to the definition of the State code, but due to Covid-19 pandemic they were unable to vote on it; and said the Coalition will bring it forward again during the next legislative session. Mark Miller motioned to direct staff to draft ordinance amendments that would allow all class 1, 2 and 3 E-bikes (as defined as bicycles) on the recreational trails with a minimum age of 14 years old. Frank Darrah seconded the motion. Motion passes 5-1 (aye-Darrah, Dunn, Harding, Miller, Sires; nay-deBuhr)

There being no further discussion Mayor Green adjourned the meeting at 7:00 p.m.

Minutes by Lisa Roeding, Controller/City Treasurer



ROBERT M. GREEN

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

MEMORANDUM
 Office of the Mayor

FROM: Mayor Robert M. Green
TO: City Council
DATE: October 29, 2020
SUBJECT: Departmental Monthly Reports Submission – September 2020
REF: (a) Code of Ordinances, City of Cedar Falls, Iowa §2-187(b)7

1. As required by reference (a), I have reviewed the activities of the City's departments for the month of September and am providing them as enclosure (1).
2. Of special note and recognition for the month, I would like to thank staff for their hard work in getting the City Council Chambers ready for in-person meetings in September. This required considerable effort from Facilities, Public Safety, Information Technology, Administration, and others to ensure our meetings could be held in compliance with the Iowa Open Meetings Law and the guidance from State and County public health officials. This work will be a lasting benefit to future meetings in the years ahead, as it offers new capabilities that we did not have previously. I hope you will join me in expressing your appreciation for their innovative ideas and efforts.
3. Please contact the City Administrator or me with any questions about this report.

Encl: (1) City of Cedar Falls Departmental Monthly Reports, September 2020

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CITY OF CEDAR FALLS

DEPARTMENTAL MONTHLY REPORTS



September 2020

SEPTEMBER 2020 MONTHLY REPORTS
Table of Contents

Finance & Business Operations

Financial Services Division.....1
Information Systems Division.....3
Legal Services Division.....5
Public Records Division.....6
Cedar Falls Library & Community Center.....7

Community Development

Inspection Services Division.....8
Planning & Community Services Division.....12
Recreation & Community Programs.....16
Visitors & Tourism and Cultural Programs.....19

Municipal Operations & Programs

Engineering Division.....24
Public Works & Parks Division.....27
Water Reclamation Division.....28

Public Safety Services

Police/Fire Operations.....29

**FINANCE & BUSINESS OPERATIONS
FINANCIAL SERVICES
SEPTEMBER 2020**

Treasury

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$76,442,000 invested in CD's and \$2,300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	1	\$4,000,000.00
CD's Purchased	0	\$0.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$100,388.42

FY20 Audit

The auditors were here the week of September 28th to complete most of the audit field work. The process for financial statement reporting was started in June and was completed in September prior to the auditors arriving. As part of the financial statements, the City's share of net pension liabilities for IPERS and MFPRSI were included as part of the new GASB 68 requirements. In addition, the OPEB liability was also recorded as part of the new GASB 75 requirements.

The Comprehensive Annual Financial Report will be completed in October and will be submitted to the Government Finance Officer Association (GFOA) under the Excellence in Financial Reporting program. The state required Annual Financial Report will also be filed in October with the State Auditor's Office.

Capital Improvements Plan

All departments were asked to submit their FY2021-2026 Capital Improvement Plan (CIP) requests. The preliminary CIP schedule will be compiled in October.

Miscellaneous Financial Activities

For September, 38 payroll checks and 677 direct deposits were processed. Accounts receivable were processed and 118 invoices were mailed out to customers. 1,518 transactions for accounts payable were processed and approved by the City Council for payment and 495 checks were mailed out to vendors.

Benefits & Compensation Activities

1. The annually required 509A certificate of compliance and report was completed with the City's benefits consultant Holmes Murphy's and their in-house actuary and filed with the Iowa Division of Insurance for FY20 health fund information.

2. Advantage Administrators cafeteria plan renewal information was received by the City. Based on proposed fee increases, City staff requested Benefits Consultant Holmes Murphy to request proposals for other providers of cafeteria plan administration.

Civil Service Commission & Employment Related Activities

1. Recruitment, testing preparations, testing, list certification, backgrounds, physicals, new hire meetings, departure processing, or job classification/reclassification processing took place for the following FT positions: Administrative Assistant, Human Resources Manager, Maintenance Worker (Streets), Planner III, Police Captain-PSO, Principal Engineer, Public Safety Officer, Recreation and Community Programs Manager; PT positions: Administrative Assistant, Crossing Guard (substitute and part-time), Library Assistant; seasonal and special purpose positions for the Community Development and Public Works departments.
2. Preparations for the October 7th Civil Service Commission meeting began.
3. Miscellaneous employment and benefit related requests and follow-up were completed.
4. Finance and Legal Division staff attended the fall laPelra meeting in Ames.

Finance and Business Operations Information Systems Division Monthly Report September 2020

Summary of projects, training and staff activities

- Document Storage Management Software
 - Council approved contract and we are now being assigned a project manager for the implementation
- VMWare upgrade
 - Upgrade completed on September 23
- Other Staff activities
 - Prepared for public meetings in council chambers:
 - Replaced switch below Mayor's seat, enabled missing ports and ran cabling
 - Mounted switch converters under tables
 - Relocated cameras and made sure all were up and running at City Hall
 - Loaded zoom client on staff tablets.
 - Did monthly phishing test and training campaigns, created a new USB drive test.
 - As we move to the ability for the workforce to work remotely, if needed, we have started upgrading new machines for Windows 10 with laptops. This month we received 7 of them and installed all software on each of them.

Software Purchase/Installation/Upgrade Activities

- 31 software installations for 4 different divisions including: Firehouse software was installed on the Code Enforcement PC. Housing Pro was assisted with accessing the Happy Server for upgrades. Votes Viewer Deliberator software was installed on the City Clerk's PC.

Equipment Purchase/Installation/Upgrade Activities/Repairs

- 58 new pieces of equipment purchased for 3 different divisions and inventory.
- 13 new equipment installations for 4 different divisions.
- 3 equipment repair for City Hall cameras.

Problem Resolution Activities & Assistance Activities

- 4 problem resolution or assistant activities took place for 4 different divisions.

Graphic Design Activities

- Worked with Planning on Resilience Plan materials, Imagine College Hill Materials
- Continued work on the Public Safety 5 year plan book with Public Safety
- Currents was completed and mailed
- Other Projects included website and social media maintenance/graphics, business cards, miscellaneous printing and trimming, TV slides, miscellaneous laminating, stickers for the Mayor, coronavirus graphics, Parking material,
- Completed 18 individual projects for 4 divisions

Channel 15 Programming Activities

- Cable TV Summary of projects
 - Produced 3 30-second commercials for Mask Up Cedar Falls campaign and 1 video promoting the Mask Up Cedar Falls campaign
 - Continue to encode 9 new local church services for Public Access Channel. Public Access has been utilized much more since the Coronavirus Pandemic began and we have gone from two locally produced church services to nine weekly church services aired on Public Access services for the Public Access Channel.
 - The City of Cedar Falls Cable TV Division worked in collaboration with Cedar Falls Utilities and Cedar Falls Community Schools to continue to live stream all high school games due to fan limitations due to COVID19. The games have also been shown live on Channel 15
 - As a part of each of the productions listed, all Cable TV staff wore masks while on the productions. Cable staff also adhered to social distancing suggestions and provided safely distanced interviews when interviews were necessary. We also took extra precautions with sanitization of equipment touch points.

- Televised live programs from City Hall:
 - Two Cedar Falls City Council meetings using Zoom
 - One Committee of the Whole meeting using Zoom
 - Two Planning & Zoning meeting using Zoom
 - Two Cedar Falls School Board meeting

- Recorded 15 regular educational, community and sport productions and aired 4 panther sports talk summer shows.
- Produced and aired 15 City News Stories
- Had 6 drone flights

Geographical Information Systems (GIS) Activities

- GIS Summary of projects
 - Met with resiliency plan vendor and supplied them with a number of data layers
 - Met with reps from BH Co., Waterloo and software vendor to discuss data needs for upcoming dispatch software upgrade and supplied vendor with requested data layers
 - Reviewed 350+ flood buyout properties for planning
 - Created maps for planning for the community rating survey update
 - Worked with LAMA vendor to fix a data issue
 - Met with various staff to create story walk locations on Big Woods Trail
 - Met with street staff to discuss potential changes to plow routes
- 6 web and database projects were completed for 4 different divisions
- Completed 3 different data requests for 3 outside entities.
- Created 8 new maps for 5 different divisions
- Created 1 new address for development.

**FINANCE & BUSINESS OPERATIONS
LEGAL SERVICES
September 2020**

REPORT FROM SWISHER & COHRT – SAM ANDERSON, LUKE JENSON:

Traffic Court:

City Cases Filed: 96 (this number includes both City and State tickets)

Cases Set: 8 (Traffic) 1 (Code Enforcement)

Trials Held: 2 (Traffic) 1 (Code Enforcement)

REPORT FROM KEVIN ROGERS, CITY ATTORNEY

- Review, Revise and Advise on 4 agreements
- Research changes in COVID-19 Guidelines; frequent updating of policies
- Advise on Heritage 3rd Addition encroachment issues
- Research and draft Memorandum analyzing and explaining new laws of interest to cities
- Advise and drafting of Mandalay Slope stabilization solutions

REPORT FROM COLLEEN SOLE, PERSONNEL SPECIALIST:

- Risk Management Committee met September 2 and 16: review of claims, litigation, employee injury/illness to include COVID-19 matters, insurance concerns, training, and miscellaneous risk matters.
- Review 3 contracts/agreements for required insurance.
- Review and follow-up of 5 Public Event Permits.
- Employee Flu Shot Clinics provided week of September 21.
- Human Rights Commission met September 14 and 28; Iowa League of Human Rights met September 16.

**FINANCE & BUSINESS OPERATIONS
PUBLIC RECORDS
SEPTEMBER 2020**

Public Records Activity

Staff prepared agendas, minutes and electronic packets for two Regular City Council meetings, one Council Committee of the Whole, two Council Work Sessions, three Technical Review meetings and two Planning & Zoning Commission meetings. Meeting follow-up communications, minutes and legal documents were drafted, processed and filed.

Licenses and Permits

2	Mobile Merchants
3	Tables & Chairs
28	Pet licenses
6	Annual "Paw Park" permits
5	Public Event permit
38	Parking permits
0	Dumpster permits
4	Cemetery Interment Rights Certificates
20	Liquor licenses and beer/wine permits.
2	Tobacco permits

The unemployment rates for the month of August 2020 were 6.3% for the Waterloo-Cedar Falls Metropolitan Area, 6.0% in Iowa, and 8.5% in the U.S.

Parking Activity

Enforcement

784 – Parking citations issued.
\$ 6,594.68 – Citations paid.

Collection Efforts

\$ 1,031.00 – Collections from delinquent parking accounts.
\$ 350.00 – Vehicle immobilizations (7 vehicles).

**FINANCE & BUSINESS OPERATIONS
LIBRARY & COMMUNITY CENTER
SEPTEMBER 2020**

Library Activity

Usage Statistics	July 2020	August 2020	August 2019
Customer Count	3,381*	3,102*	20,446
Circulation	27,099	25,844	44,270
Event Attendance	2,204**	35**	118

*Curbside customers plus browsing appointments in the building

**Virtual events via Facebook Live and Zoom.

Special events in September included the following:

- Virtual chat with author Adrienne Finlay
- Social Nonsense with Doug Shaw, virtual edition
- A Brief History of Women's Suffrage 1840-1920: a virtual program from Hoover's Presidential Library and Museum.
- Virtual storytimes and tween events.

Special events were funded by the Friends of the Cedar Falls Public Library.

The Community Center was open with reduced hours, 9:00-1:00. Grant Veeder, Black Hawk County Auditor was available on Sep. 23 to assist visitors with registering to vote. Regular senior programming continues to be cancelled until further notice, but small groups meet informally.

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

Sep-20

Total for Month \$9,611,308.00
 Total for Fiscal Year \$42,698,470.00
 Total Same Month - LAST YEAR \$8,631,057.00
 Total for Fiscal Year - LAST YEAR \$22,811,510.00

Construction Type	Monthly Summary				Yearly Summary			
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Single Family New Construction	16	0	\$5,219,948.00	\$37,128.80	35	0	\$10,846,003.00	\$79,659.25
Multi-Family New Construction								
Res Additions and Alterations	89	0	\$1,076,065.00	\$18,072.50	302	0	\$3,120,768.00	\$56,376.25
Res Garages	5	0	\$68,870.00	\$1,132.50	23	0	\$272,567.00	\$4,683.75
Commercial/Industrial New Construction	2	0	\$2,649,500.00	\$14,863.00	4	0	\$24,849,500.00	\$110,878.50
Commercial/Industrial Additions and Alterations	7	0	\$596,925.00	\$5,183.75	26	0	\$3,609,632.00	\$249,940.75
Commercial/Industrial Garages								
Churches								
Institutional, Schools, Public, and Utility								
Agricultural/Vacant								
Plan Review	7	0	\$0.00	\$10,554.00	18	0	\$0.00	\$20,423.00
Total	126	0	\$9,611,308.00	\$86,934.55	408	0	\$42,698,470.00	\$296,961.50

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

Sep-20

Construction Type	Monthly Summary					Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	87	0	\$0.00	\$12,413.10	229	0	\$0.00	\$23,837.70		
Mechanical	82	0	\$0.00	\$7,180.00	270	0	\$0.00	\$25,680.00		
Plumbing	71	0	\$0.00	\$14,752.50	233	0	\$0.00	\$26,619.00		
Refrigeration	1	0	\$0.00	\$70.00	2	0	\$0.00	\$210.00		
Total	241			\$34,415.60	734			\$76,346.70		

Constructor Registrations	Monthly Summary					Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees		
Electrical	1	0	\$0.00	\$150.00	2	0	\$0.00	\$150.00		
Mechanical					1	0	\$0.00	\$150.00		
Plumbing	2	0	\$0.00	\$300.00	2	0	\$0.00	\$300.00		
Refrigeration										
Total	3			\$450.00	5			\$600.00		
Building Totals	126	0	\$9,611,308.00	\$86,934.55	408	0	\$42,698,470.00	\$296,961.50		
Grand Total	370	0	\$9,611,308.00	\$121,800.15	1147	0	\$42,698,470.00	\$373,908.20		



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

Code Enforcement Quarterly Report Inspection Services Division

DATE: October 5, 2020

SUBJECT: 1st Quarter FY2021 Code Enforcement Report

Violations:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	209	209				534
Grass	65	65				145
Building Maintenance	55	55				78
Snow	0	0				45
Exterior Storage	42	42				75
Inoperable Vehicles	0	0				13

Abatements completed by a City Contractor:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	10	10				54
Cost	\$8,747.50	\$8,747.50				\$15,167.95

Citations Issued:

	FY21	Q1	Q2	Q3	Q4	FY20
Total	1	1				8

Total Number of Landlord Accountability Points Issued:

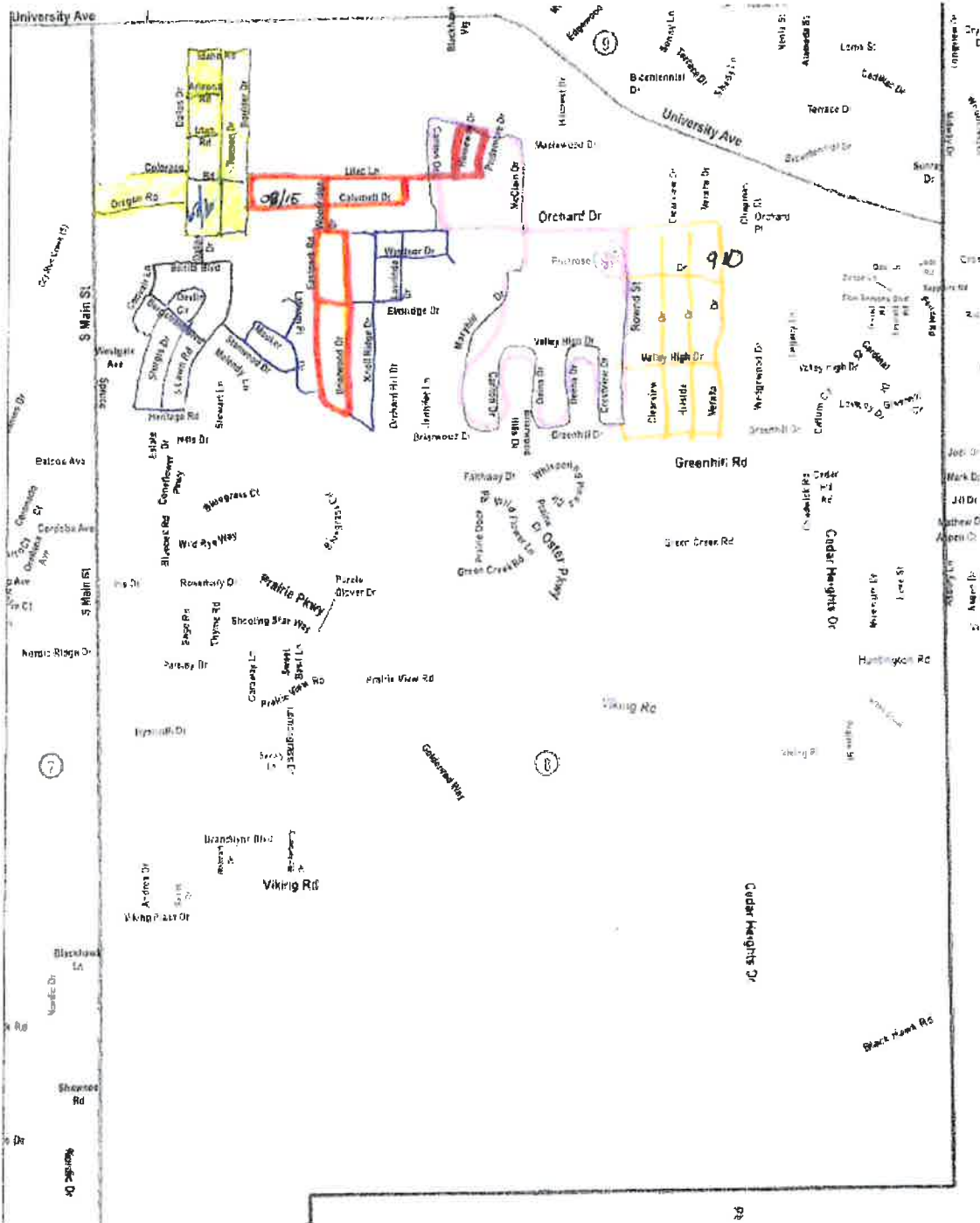
	FY21	Q1	Q2	Q3	Q4	FY20
Total	125	125				366
# of properties with points	20	20				61
Properties with 10-15 points	3	3				NA
Properties with suspensions	0	0				0

Zone Inspections:

Violations found:

	FY21	Q1	Q2	Q3	Q4	FY20
Zone 8	73	73				NA

Each color on the map represents the areas walked on a single day.



**PLANNING & COMMUNITY SERVICES DIVISION
MONTHLY REPORT
September 2020**

MONTHLY MEETINGS:

Planning & Zoning Commission – Meetings were held on September 9, 2020 and September 23, 2020.

Applicant	Project	Recommendation	Action Taken
Modern Design Architects	Façade Review for Blue Room Lounge (DR20-004)	September 9, 2020 Discussion and Approval	Approved
Cedar Falls Community School District	Site Plan Review – New Cedar Falls High School (SP 20-007)	September 9, 2020 Discussion	Continued to the next meeting
Oster Family Limited Partnership	Land Use Map Amendment (LUMA) (LU20-003) & Rezoning (RZ20-002)	September 9, 2020 Discussion	Continued to a future meeting
Cedar Falls Community School District	Site Plan Review – New Cedar Falls High School (SP 20-007)	September 23, 2020 Approval	Approved
Fortepan Iowa	College Hill Neighborhood Overlay Design Review – Wheatpasting murals (DR20-005)	September 23, 2020 Approval	Approved

Group Rental Committee – A meeting was held on September 15, 2020.

Address	Unit	Owner	Requested Occupancy	Approved for	GRC	BRHA
506 Utah Road	1	Wesley Owen	3	3	9/15/2020	
1632 East Street	1	Natalie Wulfsen	3	2	Withdrawn	
2504 Orchard Drive	1	Kremer Kehe Properties	3	3	9/15/2020	

Board of Rental Housing Appeals – No meetings were held in September.

Board of Adjustment – No meeting in September

Other Commissions, Board Meetings & Staff Liaison Responsibilities:

	Date	Notes/Actions
Bicycle and Pedestrian Advisory Committee	9/1/20	Discussed signage and logo options for our stretch of the Great American Rail Trail. Report on funding efforts for trails in poor condition at George Wyth State Park. Also discussed a summary of the

		committee's desires for the Bike/Ped Plan Update and where they would like more bike infrastructure.
College Hill Partnership	9/14/20 Via Videoconference	Board discussed a new wheatpasting proposal, College Hill Visioning Plan process, preparations for public safety surrounding the re-opening of the bars, decorative lighting proposal for the business district, and upcoming zoom discussion with UNI President Nook on efforts to prevent the spread of COVID-19.
Historic Preservation Commission	9/8/2020	Updates on Commission work related to the history of the 16 th Street brick street. Work is progressing on developing a driving/walking tour highlighting the history of the Cedar Heights Neighborhood. Newly identified properties at risk were discussed.
Housing Commission	9/15/20	Discussion of Section 8 status and new software. Updates on CDBG FFY20 and Home project at 2512 Cedar Heights Drive/Cares Act Grant.
Community Main Street Design Committee	9/18/20 Via Videoconference	Staff liaison was unable to participate, so followed up with CMS Director.
Parking Committee – Downtown and Parking Committee – College Hill	9/15/20 Via Videoconference	Discussed go-live date, October 10 th , for the new Pay Stations. Parking maps will be provided on the city's website. Permit portal will go-live on or before October 1 st . All bags and covers on pay stations will be removed. Updated parking cards with map and new rates, posters and table toppers will be available for new businesses.

LAND USE INQUIRIES AND PERMITTING

- 275 walk in and query and staff responses with information/assistance.
- 111 land use permits were issued.

OTHER PROJECTS FOR SEPTEMBER INCLUDED:

- Bike/Ped Plan update project is ongoing. Staff is preparing updates to the plan in response to input from the Bike-Ped Committee.

- Staff working on a code amendment to reasonably accommodate adaptive reuse of religious and civic buildings in residential and similarly restrictive zones. Proposal is being refined based on Planning and Zoning Commission input.
- Staff preparing subdivision code amendments to address timeliness of infrastructure improvements with subdivision phasing plans and street connectivity. Proposal is being refined based on Planning and Zoning Commission input.
- Staff is on a design committee for the proposed downtown parking garage at 3rd and State Streets. Plans being refined based on committee input.
- Public outreach and scheduling meetings for the virtual community design charrette for the *Imagine College Hill!* visioning project.
- Downtown zoning code update under staff review based on *Imagine Downtown!* Vision Plan.
- Kicking off the Resilience Plan with consultant team; organizing core team and steering committee meetings were held on September 22-24 and September 29-October 1 to discuss six topic areas; planning for virtual public input meetings in October.
- Ongoing effort to address enforcement of rental paving ordinance.

ECONOMIC DEVELOPMENT:

- Continue ongoing discussions with several companies on potential business expansion projects in the West Viking Road Industrial Park and the Northern Cedar Falls Industrial Park.
- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Continue working with IEDA on the Coop Marketing Program for the specific programs that the City of Cedar Falls is participating in.
- Made several business retention and expansion visits or calls with Cedar Falls businesses.
- Continue working with consultant Brand Acceleration on the development of an economic development marketing campaign for the City of Cedar Falls.
- Received a request for tax rebates in conjunction with a recent development project within the Unified Highway 58 Corridor Urban Renewal Area. Began drafting development agreement for City Council consideration.
- City Council approved the first reading of a partial property tax abatement for the following industrial projects recently completed in the Cedar Falls Industrial Park:
 - Zuidberg NA, LLC
 - Tjaden Properties, LLC
 - Owen 5, LLC
- Participated in a zoom call with a University of Iowa International Business class who will be doing an economic development marketing project for Cedar Falls in partnership with Kososvo.
- Began preparing the FY2022 Economic Development Grant Fund Program application and Façade Grant Program application.

CDBG

- Planning is ongoing with regard to 2nd and 3rd round of federal CARES funds anticipated to assist with COVID-related needs in the community. Working with HUD and INRCOG on administering the funds for projects and to services agencies based on the recently updated Annual Action Plan and Consolidated Plan to provide assistance for those impacted by the pandemic.

HOUSING CHOICE VOUCHER PROGRAM

Waiting List	185	HAP Payments	\$101,093
New Applications Taken	90	Utility Payments	\$ 1,537
Units under Contract	215	Admin Fees	\$ 13,467
Initial Vouchers Issued	3		
Mover Vouchers Issued	2	Lease Up Goal	240
New Admissions	2		

New software update: Waitlistcheck.com and assistancecheck.com have been implemented since the beginning of September 2020. We have had 156 people apply online on waitlistcheck.com. We have 16 applicants, 10 owners and 12 tenants sign up for accounts on assistancecheck.com.

Assistancecheck.com allows applicants to view their applications status and update us with any address, phone number or income changes. It allows owners to e-sign documents and advertise any open rentals to any applicants and tenants also signed up. Tenants can e-sign documents, update income or household changes and upload documents to us. All of this can be done on a computer or smart phone. We are sending letters to our tenants with our renewal documents each month, so we should have more people sign up each month.

Ongoing Projects:

- Updating Administrative Plan.
- Scanning all files into system

ADD A DOLLAR REPORT

There were 3 applications reviewed for utility assistance. A total of \$797.50 was provided, for an average of \$265.84 per household. There was a balance of \$14,780.10 as of Sept. 30, 2020.

**RECREATION DIVISION
Monthly Report
September 2020**

The numbers below reflect the number of contacts the Cedar Falls Recreation and Fitness Center has had with the public during programs, event, drop in usage, rentals, and other such services we offer. This number does not reflect any of the online information the public might access nor the number of phone calls and drop in traffic at the Rec Center.

Points of interest during the month

- This past month painters have continued to work at the Falls Aquatic Center painting all 3 pools. This is something that must be done every 6-8 years depending to keep the pools looking attractive to our customers. This was a CIP project, for which bids were accepted based on RFP staff sent out in early spring. This makes the second time this has had to be done since the facility opened in May of 2006.
- The crew working on the repairs to the inside and outside of the water slides at the Falls Aquatic Center have completed this portion of their work. Work included: new stair treads to the top of each tower, repair of interior gel-coating as needed, cleaning, waxing, buffing interior surfaces, recoating the outside the slide flumes, replacing bolts on the water lines feeding the slides, checking and replacing (as needed) the thousands of bolts holding the slides together and re-caulking all the joints.
- The same company working on the water slides, removed the large SCS play structure in the zero depth entry pool and will be sand blasting, repainting and restoring all the different components or feature on it. This feature will be returned and installed before May 1st 2021.
- Staff completed work on CIP projects to be submitted to City Hall by the end of the month. This project lists all the major project staff feels need to be done in the next 5-6 year period.
- Our staff has been challenged the past 8 months to figure out ways of safely offering programs and services to the public during covid and to do so in a way that reflects the new norm with social distancing issues and wearing masks. We know that it would be a lot easier to just say it cannot be done, like many communities have done as opposed to figuring out ways to make it happen.
- The number of patrons using the Recreation and Fitness Center has grown since we reopened back in May. The mask requirement to come into our facility and work out along with the comfort level of the public to come back due to all the uncertainties associated with covid. We still have some instructors not willing to come back and to teach for us as of yet. So it is understandable the public may not feel comfortable.
- Staff continues to talk to 5-7 Rec Center members unhappy with the mask requirement we have about refunds on their memberships and we typically come to a mutually agreed upon solution following current refund policies found on line.
- Adult softball and kickball teams have started their fall season.
- Youth volleyball and NFL Flag football got started for area youth and are going well.
- The Recreation and Fitness Center hours remain what we had for the summer due to the gold covid level we are in here in Blackhawk County and will remain until we drop into the yellow and/or green covid levels of spread.
- We continue to offer our normal hours for laps swim and recreational swim hours at Peet and at Holmes pools during the school year.

Recreation and Fitness Center Monthly Figures for September, 2020

	Last Month	This Month	Last Year this month
Recreation and Fitness Center Usage			
Membership	2,003	2,795	9,601
Non-Members	0	46	277
Fitness Classes	139	326	3,211
Personal Training Sessions	28	31	224
Massages	28	26	34
Programs	0	96	206
Usage Areas - RB, SR, CC, Rentals, etc.	36	56	1,210
Total	2,234	3,376	14,763
Revenues/Sales			
Memberships Sold	19	26	116
Punch Cards Sold	4	3	23
Swim Pass Sold	24	7	66
Total	47	36	205
Credit Card Charges	\$8,215.80	\$9,152.00	\$25,275.48
On-Line Registration	\$13,382.00	\$2,778.00	\$2,842.50
Daily Income	\$0.00	\$390.00	\$2,408.85
Total	\$21,597.80	\$12,320.00	\$30,526.83
Swimming			
Open Rec Swim/Lap Swim Numbers	302	414	658
Aquatic Program Usage	937	1,546	658
Total	1,239	1,960	1,316
Program Registration Totals	21	333	644
Program Usage Around Town			
Youth	13	3,396	6,736
Adult	1,104	840	1,080
Total	1,117	4,236	7,816
Rentals	189	209	162
Online			
Facebook		2,214	
Instagram		202	
Twitter		369	
Total		2,785	

Respectfully submitted,



Bruce Verink
Recreation Division Manager

CEDAR FALLS RECREATION DIVISION
September-20

YOUTH SPORTS

Volleyball

3rd & 4th Grade	17
5th & 6th Grade	16
TOTAL	33

YOUTH FLAG FOOTBALL

1st & 2nd Grade

Bess Streeter Aldrich	18
Hansen	30
Cedar Heights	19
Lincoln	2
Southdale	12
Orchard Hill	6
North Cedar	3
St. Pats	6
TOTAL	96

3rd & 4th Grade

Bess Streeter Aldrich	25
Hansen	30
Orchard Hill	5
Cedar Heights	19
Lincoln	12
Southdale	18
North Cedar	6
St. Pats	5
TOTAL	120

5th & 6th Grade

Bess Streeter Aldrich	22
Hansen	21
Cedar Heights	12
Lincoln	6
Southdale	16
Orchard Hill	3
North Cedar	1
St. Pats	3
TOTAL	84

TOTAL YOUTH FLAG FOOTBALL 300

TOTAL YOUTH SPORTS 333

CEDAR FALLS TOURISM & VISITORS BUREAU

Monthly Report

September 2020



CEDAR FALLS



Meetings, Conferences and Business Travel Marketing

- **Strictly Business showcase was rescheduled and then cancelled due to COVID-19**
- Refining Event Facility Guide.
- Met with Andy Woodrick and Atul Patel to discuss grants and incentives for meetings and events.
- Established a corporate LinkedIn account for the Bureau, which is developing a substantial following.
- Developed a list of 175 prospects to target in October.
- Met with five local professionals to develop working relationship for future proposal generation.
- Researched various vendors to assist with lead generation.

Event

Dates	Event	Attendance
Sept 10&11	National Association of Insurance and Financial Advisors <i>Welcome bags</i>	100 attended
Sept 29&30	Wilderness Voyageurs Inn to Inn <i>Planning assistance</i>	25 anticipated Cancelled due to COVID-19
Sept 18&19	Iowa Communication Assoc. Conference <i>Promotion</i>	60 anticipated cancelled-COVID-19



Sports Related Marketing

- Attended Cedar Valley Sports Commission board meeting.
- Met with Experience Waterloo and Cedar Valley Sports Commission to explore further collaborative efforts.
- Met with Ashley Johnson to identify potential investors.

Event

Dates	Event	Attendance
Sept 12	Scott Sterrett Memorial 5K, 10K, Half <i>CVSC assistance, CFTVB promotion</i>	200 anticipated
Sept 19	UNI Home Football Family Weekend <i>Promotion</i>	9,000 anticipated cancelled-COVID-19
Sept 26	UNI Home Football <i>Promotion</i>	9,000 anticipated cancelled-COVID-19

CVSC – Cedar Valley Sports Commission, CFTVB – Cedar Falls Tourism and Visitors Bureau



Leisure Travel Marketing

- Met with Courier to explore text message marketing. We later set up Notify Me profile to send out weekly messages about what's coming up this weekend via CedarFalls.com and the City of Cedar Falls app.
- Trained new volunteer to take over Cedar Trails Partnership website and social media.
- Attended Cedar Trails Partnership board meeting.
- Developing promotional brochure for North Cedar Neighborhood Association.
- Attended Iowa Tourism Office webinar about Arrivalist.
- Published content about snow removal and grooming on trails.

Ongoing Activities

- Managed CV365 Calendar of Events, releasing 82 events.
- Registered trail events.
- Monitored, shared and created posts on Facebook and Instagram.
- Performed daily updates and maintenance of CedarFallsTourism.org web site.
- Received 3,453 leads from Travel Iowa.
- Published Weekender Newsletter and blog posts about a Kayaking, Apple Orchards, Season of Scarecrows/Pumpkin Patches, and Haunts & Happenings.

- Lined up volunteers to open and close the Behrens-Rapp Station on weekends.
- Managed volunteer activities to be performed from home like folding, gathering and other clerical assistance.
- Replenish supplies at Visitor Information Centers in the area x4.

Event

Dates	Event	Attendance
Sept 4	Steel Guitar Show <i>Promotion</i>	400 anticipated cancelled-COVID-19
Weekends	Cedar Valley Pedal Fest <i>Planning and Promotion</i>	250 anticipated cancelled-COVID-19
Sept 12	ARTapalooza <i>Promotion and hospitality assistance</i>	5,500 anticipated cancelled-COVID-19
Sept 13	Downtown Show & Shine <i>Promotion</i>	unknown cancelled-COVID-19
Sept 16-20	National Cattle Congress <i>Promotion</i>	77,500 anticipated cancelled-COVID-19
Sept 16-20	National Cattle Congress <i>Promotion</i>	77,500 anticipated cancelled-COVID-19



Tourism Related Business and Organization Coordination and Collaboration

- Attended Iowa Tourism Industry Partners (iTIP) board meeting.
- Attended Community Main Street board meeting.
- Attended Iowa Destination Marketing Alliance board meeting.
- Met with Cedar Valley Cultural organizations.
- Met with Iowa Department of Transportation Tourist Oriented Directional Signage committee.
- Attended Experience Waterloo board meeting.
- Met with Iowa City and Ames representatives to discuss strategies to encourage university students' safe patronage to bars in an attempt to keep them open.
- Organized Tourism & Visitors Bureau board meeting.
- Assembled search committee to fill Tourism & Visitors Bureau board vacancy.
- Hosted Cedar Valley Hospitality Partners meeting.
- Working with local venues and artists to promote nightlife opportunities.
- Published Hospitality Highlights newsletter x5



Asset Development

- Met with Cedar Valley Great Places committee to discuss grant application.
- Met with Tempel family to set up fundraising for Cedar Valley Lakes Trail through memorial gifts. Also created posters to assist with fundraising for the trail reconstruction.
- Attended presentation and provided letter of support for Gallagher Bluedorn Performing Arts Center renovation and expansion.
- Completed western Barn Quilt Tour.
- Looking at a community gift card program.
- Edited 345+ photos taken by staff.



Group Tour Marketing

- Worked with a tour planner from South Dakota.
- Attended webinar hosted by Group Travel Leader.
- Participating in Iowa Group Travel Association virtual FAM tour and trade show.

Group

Dates	Event	Attendance
Aug 8&9	Church Group from Kansas City <i>Itinerary assistance and guest rooms</i>	40 anticipated cancelled-COVID-19



Organization and Promotion of Tourism Related Events

- Working to improve search results for Cedar Valley 365 events.



Increase Community Support

- Arranged for speaker for Cedar Falls Rotary Club.
- Assembled a scare crow, Weekending Willie, for the downtown Scare Crow Stroll.

Ongoing Activities

- Maintained contact with volunteers via birthday and anniversary cards.

COVID-19 Notations

- Five of six staff worked from the office.
- We are open to the public during the week, but not hosting meetings in our buildings.
- We are closed on weekends.

Administrative Activities

- Community Development staff meetings x7, Tourism staff meetings x3, and Hearst Center staff meeting x2.
- Attended several meetings 1x to refine agreement to subscribe to iDSS.
- Attended Public Art Committee meeting.

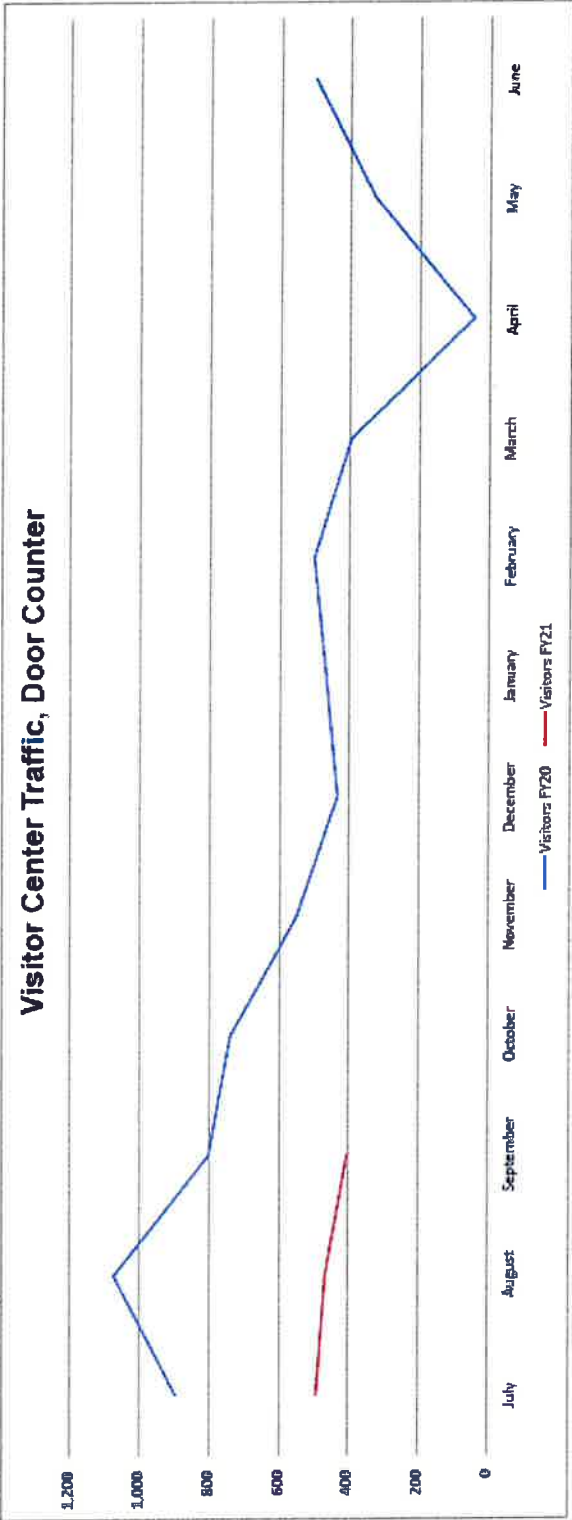
Focus for October

- Send annual calendar mailing to group tour planners.
- Develop trail map for hotels to distribute.
- Work with NCAA Championships committee in collaboration with UNI and Cedar Valley Sports Commission to bid to host a bowl game.
- Release a Find Your Happiness Campaign for social media.
- Finalize facilities guide.
- Begin implementation of iDSS customer database software subscription.

Respectfully Submitted,

Kim Manning, Visitors, Tourism and Cultural Programs Manager

Monthly Activity Report for Cedar Falls Tourism & Visitors Division



CEDAR FALLS CULTURAL PROGRAMS
 Monthly Report | September 2020



- The Hearst education team continues to offer monthly take-home art kits for youth; virtual workshops for youth, adults and families; and a series of in-person classes and workshops.
- The Collections Committee recommended the acquisition of five works of art: three donations and one purchase of a set of two prints. The purchase was made with funding from restricted donations and represents part of staff’s ongoing effort to collect work by current/working regionally significant artists and artists of color.
- The Hearst hosted our first virtual artist discussion with a moderator: “Art, Race and Ethics: Conversations with artists” featured artist Donte Hayes and was attended by 35 virtual participants. This was part one of a three-part series with contemporary artists of color.
- Staff met with UNI Special Collections to discuss upcoming collaborative project, as well as the possibility of transferring James Hearst ephemera held at the Hearst to the special collections archive for future research/public accessibility (letters, family photographs, etc.)
- Hearst virtual programming in September included (in addition to education offerings) an artist’s talk, an author’s talk, and a virtual workshop on creativity. Our on-site events included a pop-up exhibition reception, Final Thursday Readers Series in the garden, a performance with the Hartman Reserve Visiting Artist, and a garden walk that is accessible using QR codes.

Respectfully submitted,

Heather Skeens, Cultural Programs Supervisor

	Last Month	This Month	Last Year
Usage Statistics	August FY21	Sept FY21	Sept FY20
In-Person and Virtual Attendance*	1474	2887 (1511 FB event)	1844
Off-site Ed/Outreach Encounters	1/134	0	4/322
Public Programs Offered**	6	6	10
Exhibition walk-in Viewers	232	215	256
Classes/Workshops Offered***	2	5	7
Rentals/Birthday Parties	0	0	3
Volunteers/# of Hours	2/6	2/8.75	6/17.25
Facebook Views	35628	31401	21945
Facebook Followers	2237	2254	1993
Instagram Followers	540	564	n/a
Ads, videos, press releases, articles	2	2	5
Friends Members/new or renewed	271/28	272/6	228/7

*includes door counter, estimated garden attendance, and virtual program attendance

includes on-site and virtual programs; *includes themed take-home kits and virtual classes/workshops

**ENGINEERING DIVISION
PROJECT MONTHLY REPORT - September 2020**

Item 13.

Project	Description	Status	Budget	Contractor/ Developer
2019 Street Construction	Street Repair	Final Out Remains	\$4,800,000	Engineering Division PCI
2020 Sidewalk Assessment	Sidewalks	Construction Underway	TBD	Engineering Division
2020 Street Construction	Street Repair	Construction Underway	\$3,385,340.30	Engineering Division PCI
Campus Street Box Culvert	Box Culvert	Complete	\$320,000	Engineering Division PCI
Cedar Heights Drive Reconstruction	Street Repair	Design/R.O.W.	\$6,000,000	Snyder
Cedar River Safety & Recreation	Recreation	Design	\$50,000	Engineering Division
Center Street Trail	Trails	Final Out Remains	\$450,000	Engineering Division Cunningham Construction
Highway 58 Corridor Study	Study and Design Greenhill Road to HWY 20	Construction Underway	\$2,500,000	IDOT/AECOM Engineering Division
South Main Parking Lot	New Parking Lot Construciton	Punch List Remains	\$160,000	Engineering Division / Snyder & Cunningham

**ENGINEERING DIVISION
SUBDIVISION MONTHLY REPORT - September 2020**

<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
Arbors Fourth Addition	New Subdivision	Construction Underway	-----	Skogman/CGA
Autumn Ridge 8th Addition	New Subdivision	Maintenance Bond	-----	BNKD Inc. Shoff Engineering
Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	BNKD Inc./CGA
Autumn Villages Phase II & III	New Subdivision	Maintenance Bond	-----	CGA
Gateway Business Park	New Subdivision	Maintenance Bond	-----	Shive Hattery Baker Construction
Greenhill Village Townhomes II	New Subdivision	Under Review	-----	Panther Farms/CGA
Greenhill Village Estates	New Subdivision	Construction Underway	-----	Nelson Contruction & Development
Panther West - 1st Addition	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
Park Ridge Estates	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
Pheasant Hollow 7th Addtion	New Subdivision	Construction Underway	-----	CGA
Prairie Winds 4th Addition	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
Prairie Winds 5th Addition	New Subdivision	Final Out Remains	-----	Brian Wingert CGA
River Place Addition	New Subdivision	Construction Underway	-----	Kittrell/AECOM
Sands Addition	New Subdivision	Maintenance Bond	-----	Jim Sands/VJ

**ENGINEERING DIVISION
COMMERCIAL CONSTRUCTION MONTHLY REPORT - September 2020**

<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	Under Review	Approved	Final Out Remains	Active
Cedar Falls Gospel Hall	1302 Walnut	Under Review	Approved	Claassen Engineering	Not Started
Community Bank and Trust	312 W. 1st Street	Under Review	Under Review	VJ Engineering	Under Review
Creekside Condos	-----	Under Review	Under Review	Fehr Graham Engineering	Under Review
Immanuel Lutheran Church	4820 Oster Pkwy	Approved	Approved	ISG	Active
Panther Travel Center/Dairy	1525 W Ridgeway	Approved	Approved	Fehr Graham Engineering	Complete
Ridge Development Dupaco CCU	126 Brandilynn Blvd	Under Review	Under Review	CGA	Not Started
River Rec Area and Bank Improvements	-----	Under Review	Under Review	City of Cedar Falls	Under Review

Department of Public Works

Operations and Maintenance Division

Monthly Report for September 2020

Streets Section:

- Repaired seven (7) sanitary man hole box outs in various areas of the City.
- Removed parking meters from downtown and College Hill parking lots
- Repaired intake at Golden Rod and Viking Rd.
- Performed asphalt repairs on Prairie Lakes trail
- Performed ditch maintenance in rural areas of Lone Tree Rd and Dunkerton Rd
- Replaced sidewalk panels at Seerley Park
- Performed modifications to the creek bridge at 20th & Tremont for ADA compliance

Traffic Operations:

- 135 traffic control signs were repaired
- Replaced 32 stop signs to meet reflectivity standards
- Completed painting of handicap symbols in parking stalls

Fleet Maintenance:

- Processed 129 work orders on various equipment
- Used 14,630.5 gallons of fuel (6,125.5 ethanol, 8,505 diesel)
- Added Diesel Particulate Fluid (DEF) dispenser to the 2200 Technology fuel island
- Preparing snow and ice control equipment

Public Buildings:

- Completed seasonal maintenance on HVAC systems
- Replaced seven (7) exterior windows at the Visitor's Center
- Fabricated and installed COVID barriers for council chambers and visitor's center
- Well system at Public Works was refurbished
- Mounted several items at Public Safety including benches, shelving, clocks, portable water tanks and ladders

Parks:

- 84 stumps were removed in September
- Ash tree removal continues - 27 trees removed for the month
- Resurfaced several playground areas with fresh wood mulch.
- Prepared areas for pollinator seeding
- Purchased trees for fall ROW planting

Cemetery:

- Performed 12 interments (10 cremations)
- 11 spaces sold

Refuse:

- 710.5 tons of residential solid waste was collected. 2,124 yard waste carts collected. Total of 890 refuse container dumps. Responded to 155 bulk collections
- A total of 210.5 tons of recyclable material was collected
- The Transfer Station hauled 82 loads of solid waste to the Black Hawk County Landfill totaling 1,163 tons.

DEPARTMENT OF PUBLIC WORKS
WATER RECLAMATION / SEWER DIVISION
MONTHLY REPORT - SEPTEMBER 2020

PLANT OPERATIONS

Plant performance was very good this month. Required periodic bacteriological testing to determine effectiveness of the UV disinfection system was completed in September. Test results confirmed it is operating as designed.

PROJECTS

Our consulting engineering firm, Black and Veatch, has completed a draft version updating our Nutrient Reduction Strategy Plan. The IDNR requires cities to explore what options are available to reduce the mass of nitrogen and phosphorus discharged to waterways. This plan addresses nutrient reduction through a long range strategy of cost effective treatment to meet expected regulatory changes. The findings will be presented to council in November.

BIOSOLIDS

We were able to process 334,000 gallons of material, 292,000 of which was hauled out in liquid form and the remainder treated through our belt filter presses.

A total of 6.5 tons of sand and grit were hauled out of the plant to the landfill in September.

SEWER CALLS AND SERVICE

We received 521 sewer locate requests from the Iowa One Call system, 75 of which were pertinent and required markings by our field staff.

There were three sanitary sewer calls received in September with no issue in the City's main. There were no after-hours lift station calls in September.

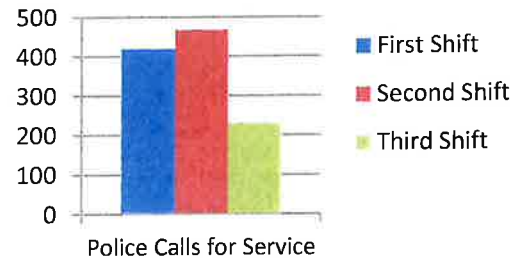
We were able to hydro-clean a total of 28,850 feet (5.4 miles) of sanitary sewer lines this month. Our annual total is at 29 miles of the goal of at least 40 miles cleaned.

Closed circuit television inspections of sanitary and storm sewer lines were conducted totaling 1800 feet (0.3 miles).

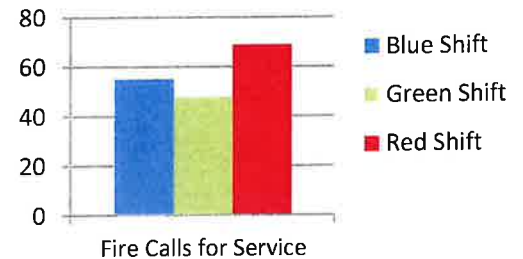
**DEPARTMENT OF PUBLIC SAFETY
MONTHLY REPORT
SEPTEMBER 2020**

CEDAR FALLS POLICE

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift
Calls for Service	419	468	231
Traffic Stops	63	117	85
Arrests	8	31	19
Accidents	21	28	8

**CEDAR FALLS FIRE**

<u>Fire Statistics</u>	Blue Shift	Green Shift	Red Shift
Calls for Service	55	48	69
Fire	1	0	2
Rescue/Medical	43	24	49
Service Call	0	6	1
Good Intent	3	6	5
False Alarm/Call	5	12	12
Hazardous Condition	3	0	0

**INVESTIGATIONS****CSI**

- 9/1/20 - Assisted investigators with the execution of a search warrant in connection to a church burglary on Cedar Heights Drive (20-025667)
- 9/2/20 - Assisted 2nd shift officers with an unattended death on Franklin Street (20-066226)
- 9/3/20 - Assisted investigators with the execution of a second search warrant in connection with a church burglary on Cedar Heights Drive (20-025667)
- 9/9/20 - Assisted 1st shift officers at the scene of a deceased person on Madison Street (20-068562)
- 9/18/20 - Assisted investigators with the execution of a search warrant in connection to a sex abuse case on Lincoln Street (20-069944)
- 9/29/20 – Assisted investigators with the execution of a search warrant on West 2nd Street in connection with a number of thefts in the downtown area (20-072463)

Crime Lab:

- 3 items of physical evidence were processed
- 4 items of evidence were taken to the State Crime Lab for processing

Outgoing Property:

- 1 item of currency from a 2018 closed case was released to the Finance Department due to a Garnishment
- 14 items of property were released back to their owners
- 3 items of evidence were released to the Cedar Rapids Police Department for use in an investigation in their jurisdiction

Property Room:

- The monthly random property audit was completed for September

Evidence / Property:

- Items of physical evidence entered: 84
- Found property entered: 14
- Property held for safekeeping: 7
- CD's entered by Officers: 69
- Attorney video copies sent: 44

- Attorney requests (not video): 4
- Building videos archived: 61

POLICE RESERVE UNIT – Lieutenant Brooke Heuer

- Total Hours: 134.5

POLICE TRAINING EVENTS – Lieutenant Marty Beckner

- National Crime Information Center (NCIC) recertification exams were taken for those close to their expiration dates
- Police In-Service training in September consisted of Access/Diversions Programs, Domestic Assault Investigations, Precision Driving and Public Disturbance (Riot) training
- One PSO completed their Field Training and moved to solo patrol on 3rd shift
- Lieutenant Yates attended Comprehensive Officer Resiliency Training in West Des Moines, Iowa
- One PSO continued their training at the Iowa Law Enforcement Academy at Hawkeye Community College
- Two PSO's continue their training at the Iowa Law Enforcement Academy

POLICE STATISTICS:September 2020Total 2020

Group A Crimes		
Kidnapping/Abduction	1	1
Forcible Rape/Sodomy/Fondling	3	19
Robbery	0	2
Assault	11	115
Arson	0	3
Extortion/Blackmail	0	2
Burglary/B&E	10	71
Theft	41	336
Motor Vehicle Theft	7	31
Counterfeit/Forgery/Swindle	4	37
Fraud	5	47
Stolen Property	1	1
Vandalism	20	131
Drug Offenses	8	93
Porno/Obscene Material	0	1
Prostitution	1	1
Weapon Law Violation	1	11
Group B Crimes		
Bad Checks	1	8
Disorderly Conduct	3	22
Driving Under Influence	7	89
Drunkenness	12	109
Non-Violent Family Offense	1	10
Liquor Law Violation	1	3
Runaway	0	11
Trespassing	1	10
All Other Offenses	16	104
Group A Total:	113	818
Group B Total:	42	332
Total Reported Crimes:	155	1150
Traffic Accidents		
Fatality	0	1
Personal Injury	0	18
Property Damage	10	193
Total Reported Accidents	10	212
Driving Offenses		
Driving While License Barred	0	9
Driving While Denied/Cancelled/Suspended/Revoked	0	14
Eluding Police Vehicle	0	4
Total Driving Offenses		27
Alcohol/Tobacco Violations	0	110
Calls for Service	1487	12,797
Total Arrests	63	549

FIRE TRAINING EVENTS – Lieutenant Marty Beckner

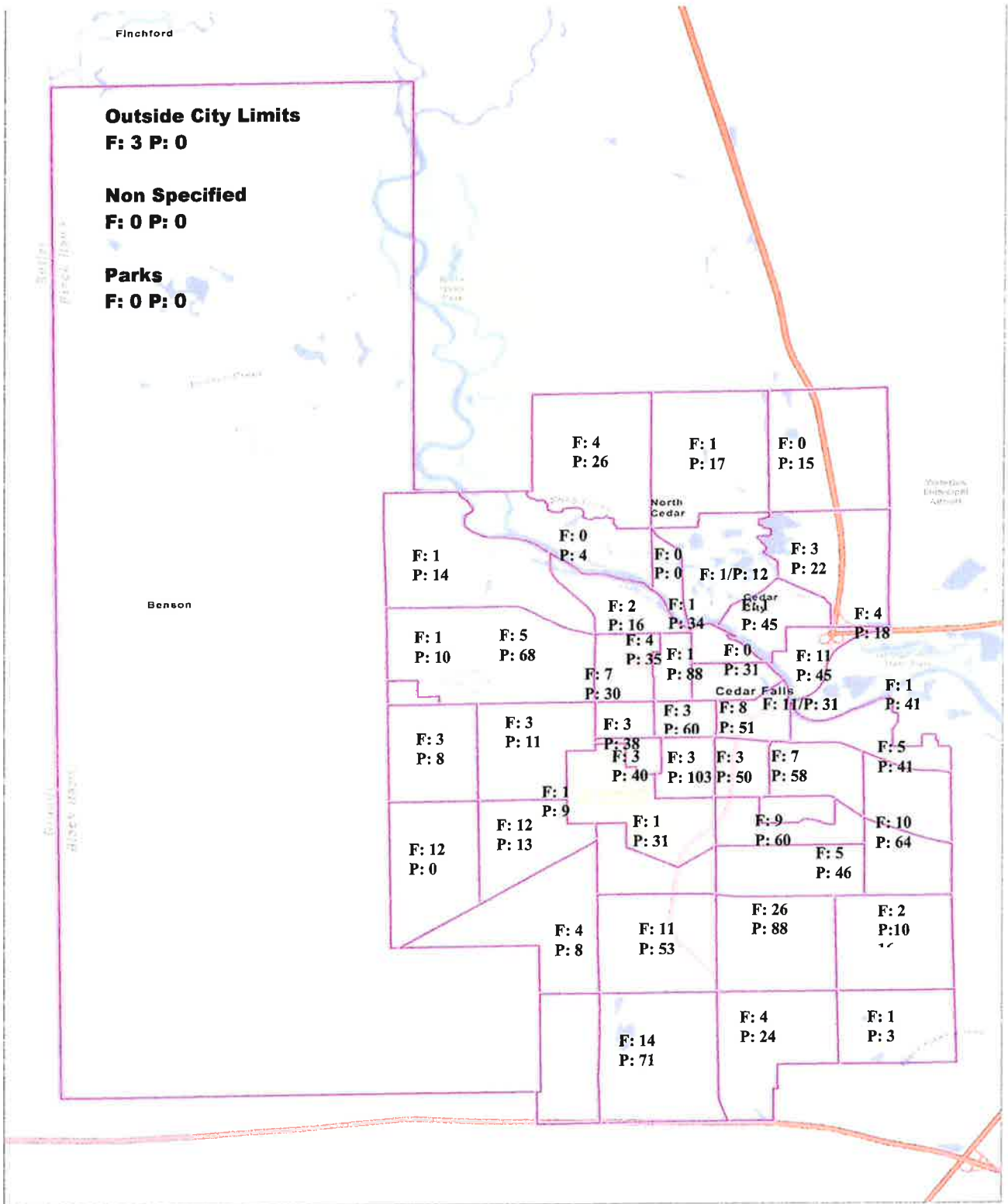
- PSO's completed their monthly checklist of knowledge and performance tasks
- PSO's continued their Fire Fighter 2 and Driver/Operator Pumper certification testing
- FSTB came to the Public Safety building to hold Driver/Operator Pumper testing
- Tours and walkthroughs were held at UNI for familiarization and knowledge of areas and buildings for improved Fire Department response
- Seven PSO's began their Fire Fighter 1 training
- Fire In-Service training consisted of tanker operations and 551 familiarization, hose line training and escaping from entrapments
- Three PSO's continued their EMT training at Hawkeye Community College

FIRE RESCUE CALLS FOR SERVICE

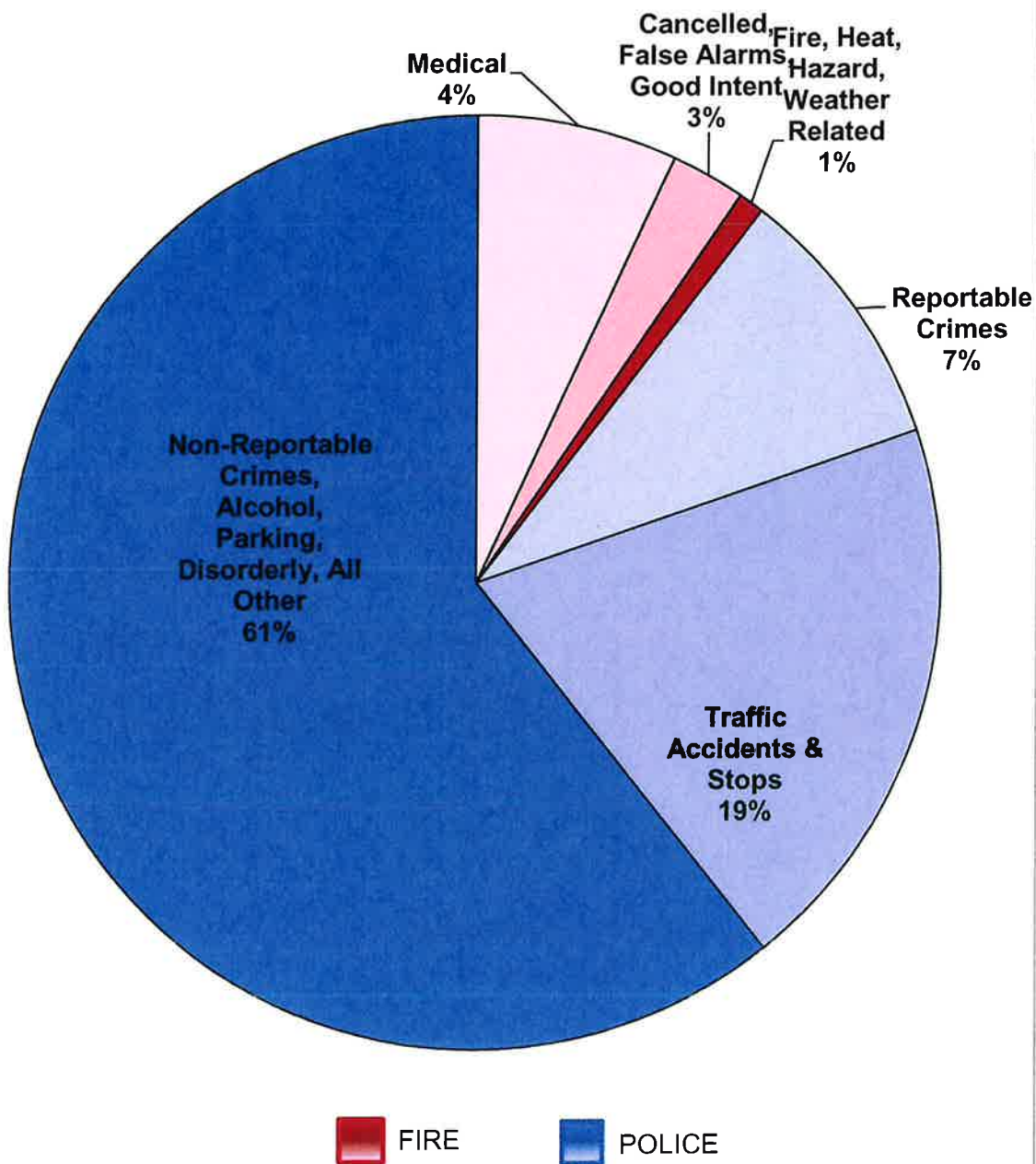
Type of Incident (Monthly)	Jan '20	Feb '20	Mar '20	Apr '20	May '20	Jun '20	Jul '20	Aug '20	Sep '20	Oct '20	Nov '20	Dec '20
Medical & Rescue	124	124	98	87	74	95	118	133	115			
Cancelled, False Alarms, Good Intent	42	54	44	58	57	54	59	46	43			
Fire, Heat, Hazard, Weather Related & Other	12	8	13	13	13	20	35	8	15			
Totals	178	186	155	158	144	169	212	187	173			

Type of Incident (per year)	2011	2012	2013	2014	2015	2016	2017	2018	2019
Non-Medical CFS	991	1,056	1,052	948	840	911	900	772	841
Rescue / EMS Related	1,021	1,047	1,049	1,051	1,367	1,570	1,437	1,022	1,272
Totals	2,012	2,103	2,101	1,999	2,207	2,481	2,337	1,794	2,113

Cedar Falls Public Safety Grid Map



Cedar Falls Public Safety Experience Survey (September)





ADMINISTRATION

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

MEMORANDUM

TO: Honorable Mayor Robert M. Green and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: October 20, 2020
SUBJECT: FY21 Report by College Hill Partnership

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY21 filed by College Hill Partnership. The first ½ payment for their SSMID funding and the first ½ payment for their economic development grant are therefore listed on the council bills to be processed.

If you have any questions, please feel free to let me know.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

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

2020-2021

Board of Directors

Chris Martin, President
Ryan Kriener, Vice President
Becky Hawbaker, Secretary
Doug Johnson, Treasurer
Andrea Geary
Andy Fuchtman
Barb Schilf
Bettina Fabos
Brent Dahlstrom
Jacob Levang
Kyle Dehmlow

15 October 2020

Mayor Green & Members of Cedar Falls City Council

220 Clay Street
Cedar Falls, IA 50613

RE: SSMID, Economic Development, Façade, Community
Development Grant

Attached please find the Biannual Report form College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing the College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statements
- 2019-2020 Budget (included on Financial Statement)

We are thankful for the support that the City of Cedar Falls has given our organization over the year and the collaboration that we have had.

With the submission of this report, we respectfully ask for the disbursement of the SSMID Funds, Community Development Funding, Façade Grant Funds and Economic Development Funds to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Sincerely,

K E Sogard

Kathryn Sogard, Executive Director

On behalf of the College
Hill Partnership Board Of
Directors



**Economic Development
SSMID
Façade Grant Funding
Community Development Fund
EVALUATION FY20**

Project Completion and Evaluation Form

To assist the Economic Development Review Board in evaluating the impact your organization/project had on contributing to or promoting economic development and the creation of quality employment opportunities in Cedar Falls, please complete the following (*use additional paper if necessary*):

Project Completion and Evaluation Form

Name of Organization: College Hill Partnership

Project Description:

- The College Hill Partnership received approval of our business district as a Self-Supported Municipal Improvement District.
 - The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of the College Hill. We have worked to

do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the performance of the administration, redevelopment, and revitalization of the district. These funds specifically have helped to pay to further our mission of revival and promotion of the College Hill area.

- The College Hill Partnership received approval of an Economic Development Grant.
 - The objective of the Economic Development grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds for the specific grant were to supply monies to support efforts of aesthetic caretaking, including a gum buster.
- The College Hill Partnership received approval of the Façade Improvement Grant.
 - The objective of the Façade Improvement grant is to further our mission to remain a leader in revitalization and promotion of the College Hill Overlay District. Funds are being used to supply the CHP and the College Hill Businesses to improve the facades of their buildings.
- The College Hill Partnership received approval of the Community Development Grant
 - The objective for the economic development grant is to further the mission to remain a leader in revitalization and promotion of the CHN Overlay District. Funds are being used to purchase benches for the Pettersen Plaza Improvement Project.

What is the mission of your organization?:

- College Hill Partnership (CHP) is a non-profit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride; developing public/private partnerships; and serving as an advocate for addressing area concerns.

Grant Amount: SSMID \$25,000.00+
Economic Development Grant \$4,200.00
Façade Improvement Grant \$6,000
Community Betterment Grant \$5,000

Address of Organization or person completing this application:

Street: P.O. Box 974

City: Cedar Falls

State: Iowa **Zip:** 50613

Phone: 319-273-6228 **Email:** collegehillpartnership@gmail.com

1. Do you consider your organization/project a success April 2020 through October 2020? Why?

- Our organization has made advancements over the last six months. The CHP focused its efforts in the previous six months on creating programming that supports our mission supporting economic development. The College Hill Partnership has helped facilitated several forums for stakeholders. These forums have helped constituents voice concerns on upcoming changes to the overlay district.

- Our Executive Director has worked hard to be a voice for the College Hill. Without SSMID funding, the CHP would run solely on volunteer hours. Examples include:
 - Serves on Parking Tech Committee,
 - Worked closely with city staff to promote the Imagine College Hill Project,
 - Meets monthly with Mayor Green.
- Over the last year we have installed new banners throughout our district. They include a mix of banners along W 23rd Street and College Street and neighborhood banners along Seerley Blvd.
- We are encouraged several new businesses have located to the Hill and are preparing to open their doors. We are looking forward to seeing new entrepreneurs head to the Hill to open a business.
- We have collaborated with the University and the College Hill businesses to help support students, the community, and local businesses during this time of COVID-19.
- We have been a part of several collaborative projects over the years, as well. Such as:
 - Street Farmers Markets
 - Pear Fair
 - UNI Gradfest
 - UNINOW Event: Panther Block Pawty
 - Fortepan Wheat Pasting Mural Project

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership use of SSMID funding aligns with the efforts of the city in several ways:

- We have seen an increase in investment in our district. This investment has resulted in a steady job growth. College Hill looks forward to seeing several new businesses open on College Street.
- The College Hill Partnership is unique with its connection to not only the business district but to the University (through a Staff Liaison and Student Board member). By funding the CHP, a multifaceted organization, with a diverse demographic, the City of Cedar Falls is ensuring that customers are connected to businesses, and vice-versa. Through this connection, College Hill companies can supply offerings that are in demand. A study supported by the CHP several years ago helped neighbors voice their support for a coffee shop on the Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of the Hill. We have made additional efforts to study the desires of not only the patrons of College Hill but also the nearby residents. We have partnered with a group of university students to promote a survey determining the desired offerings the Partnership could offer in Seerley Park. This group of students is using some base data collected by our Neighborhood Services Committee. It has created and revised a survey to include students at UNI. This partnership is vital to ensuring a large sample is taken from a broad spectrum of users. We hope to use their data collected to create a plan to improve the Seerley Park. We have utilized Seerley Park for many of our events to promote community on College Hill.
- We have also partnered with another group from UNI. This group is made up of UNI Presidential Scholars who are working to implement a Sexual Assault Prevention

Bystander Training Program in the Cedar Valley. They chose College Hill to test out their curriculum with the hopes they will be able to implement the program in other popular nightlife areas in the Cedar Valley. According to BJS.gov, the Midwest region has the highest rate of sexual assaults in the nation. Many attacks happen when alcohol is involved. Having a program offered on College Hill is a benefit not only to businesses, but to the patrons, and the overall safety of our broader community. Programs such as these support economic development and help to ensure successful business on the Hill. We are currently working on a similar project to implement mirror prompts. These prompts can be found on mirrors around campus, and the NISG is working on displaying the same prompts on mirrors throughout College Hill.

- These outcomes and efforts show that the economic environment in the College Hill and City of Cedar Falls is a positive one that encourages businesses to locate and expand here.

3. Did receipt of an Economic Development Fund, Façade Grant, Community Betterment grant, and SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

The nature of the College Hill is an ever-changing. It is a developing area which requires that our organization continual focus on renewal and community engagement. The SSMID funding helps the College Hill Partnership provide numerous services that promote economic development and improve quality employment opportunities. This past year the College Hill Partnership has been able to maintain a part-time Executive Director. SSMID monies helped further our mission. It helped us create consistency on our board and in each of our committees. Our services fall into four key areas.

- Encouraging cooperative business strategies
- Developing awareness of the neighborhood and business district through digital media
- Including several collaborative opportunities for marketing through events and partnerships
- Improving the physical appearance of the College Hill
- Promoting the District
- Sponsoring and Fostering Cultural Events
- See specific examples in the following answer

4. Please provide a summary of activities complete from April 2020 through October 2020 by your organization/project.

The College Hill Partnership has many services aimed at promoting economic development. Through the receipt of funds, we were able to undertake many new projects during the year. Summarization of our organization's activities are as follows:

Encouraging cooperative business strategies. The College Hill Partnership has an understanding of the challenges the College Hill area faces. We work together with merchants, residents, landlords, the University of Northern Iowa, and the City of Cedar Falls to make physical improvements. We have also been at the forefront in facilitating growth through better communication and connecting relevant parties. We have helped business growth through

assisting with the establishment of a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program. The CHP staff has developed a local business survey to be completed in the upcoming months to provide more statistics of the neighborhood businesses. In addition to this survey, we have been working on compiling information about residents within our district. Having knowledge about each segment of our organization will help ensure we are providing the necessary services to our community which we serve. This sort of data helps to inform our business decisions and support the local business environment. As mentioned before, several businesses are opening on the Hill this Fall, and we hope that more will follow. Consistent efforts and meetings with the local shops and an active Executive Director have helped us improve our communication with the overall business district. We have been able to conduct and facilitate several public forums that have addressed specific challenges that College Hill Businesses face including, safety and aesthetic care.

Improving the physical appearance of College Hill. One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a significant gateway to Cedar Falls through UNI. It is one of the first districts that create an impression; the local area shows visitors, future students, and their parents. To that end, the CHP has overseen the maintenance of flower beds in Pettersen Plaza and along with College and 23rd Streets. In the recent past, the College Hill Partnership beds have been highlighted on several Master Gardner websites highlighting public garden spaces and maintaining them successfully.

In the past six months, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the beatification of the area. Their volunteers have continued to donate hours (although hours have been limited due to social distancing requirements) to help put the plant beds to bed for the winter season. A collaboration between the College Hill Partnership, BHCo Master Gardeners, and Friends of Pettersen Plaza includes countless hours working to an aesthetically pleasing, event-friendly space at the bottom of the Hill. This improved area will be the namesake of the Plaza, Hugh Pettersen. Without the Parks and Rec Commission and the City Council's support, we would not be on our way to finalizing a plan for the small plaza at the bottom of the Hill.

We look forward to implementing our spring program of beautification. To date, we have raised over \$14,000 in private donations to go towards the improvements of Pettersen Plaza. This effort has resulted in a beautiful aesthetically pleasing area drawing the attention of the local community.

Even during COVID-19, many board members can be found spending free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with UNI NOW and Community Main Street for UNI's Welcome Week. Through this partnership, we have facilitated a clean-up service day. This day features an opportunity for UNI Students to help us clean up the Hill. We have already begun the planning for next year's events and look forward to having new UNI students help us care for their and our neighborhood. The College Hill Partnership wants to also thank the City of Cedar Falls for the lengthy discussions in the past about trash collection in the College Hill Business District and the

Downtown District. We appreciate that the City continues to care for our districts and understand funding for that care can be costly. Our organization wants to thank City Staff and City Council Members for realizing that additional expenses required for caretaking would be an additional burden. This would mean our focus would shift away from other economic development activities. The financial support and human resources to care for trash and the College Hill Partnership much appreciates other unexpected repairs or maintenance, and the entire overlay.

We have also been fortunate to partner with SAE on the Northern Iowa Campus to care for one of the more extensive beds along 23rd Street. This partnership has allowed us to build a new relationship with young community members and build on our link with the University of Northern Iowa. With our unique position close to campus, we believe it is our job to encourage university students and community members to come together. We hope that we can work towards common goals to improve our community by bringing these two groups together.

Usage of Economic Development Fund Monies. The College Hill Partnership was awarded \$4,200 through the Economic Development Fund. \$2,500 was allocated to aesthetic caretaking. These funds have allowed us to fill a position to help care for the College Hill Business District. This caretaker is a great addition to our staff and has kept the Hill clean and safer between planned volunteer clean-ups. With the high volume of traffic on College Hill, a consistent effort is required to keep it clean. The other funds are being allocated for purchasing a gum buster to continue to care for the aesthetic care taking of College Hill.

Gum Buster Purchase:

Grant Funds: \$1,700.00

CHP Portion: \$3,200.00+

Total Project Cost: \$4,999.00+ taxes (See Document Attached)

Aesthetic Caretaking Project:

For over a year now we have been able to employ an aesthetic caretaking professional to help us care for the Hill. In addition to their employee we have been able to supply this person with much needed cleaning equipment to keep the Hill clean and cared for. Due to COVID-19 we had depended on this employee to also assist us with watering the beds on the Hill. We are grateful for the additional efforts from this employee and also for the donation of water access from a local businesses to make sure our garden beds stay fresh and blooming.

In addition to her services we have been able to continue to care for the aesthetic quality on College Hill. We were able to do this by supporting beautification efforts, supply plantings, such as flowers, trees, and the overall care for beds along College Street and West 23rd Street.

Grant Awards Include (Over the last 6 months of ongoing project):

In-kind donations (Hours): 70 x \$25.43 = \$1780.10

Salary: \$1,143.90

Beautification: \$177.68

Grant Awarded: \$2,500.00

Total Project Cost: \$3,101.68

Usage of Facade Fund Monies. The CHP was awarded monies through the Facade Fund. Monies are being utilized to make improvements in our district. By allocating funds to businesses that are investing in improving their facades, the overall appearance of the Hill is greatly improved. We were able to supply funds to a College Hill Business during the 2019-2020 fiscal year for improving windows on the store front of Mohair Pear (See Documents attached). We look forward to receiving final requests for funding by the end of this month. The board has considered a lighting project that would be a collaboration between the CHP and several College Hill businesses if no requests are submitted due to COVID-19. We are hopeful the funds will be utilized before the deadline of June 30th.

Grant Awards Include:

Total Grants: \$6000.00

Usage of Community Betterment Fund Monies.

Due to COVID-19 our plans on Pettersen Plaza have been stalled. However, members of the Friends of Pettersen Plaza have just started communicating with the UNI Art Incubator on designing colorful benches. We believe working with UNI will be a way to strengthen our connection to the University and draw a larger audience to the plaza using functional art. We are hopeful the funds will be utilized before the deadline of June 30th.

Grant Project Includes:

Estimated Cost of Tables: \$10,000-\$15,000.00

Total Grants: \$5000.00

Promoting College Hill. The College Hill Partnership is promoting the Hill through regular face-to-face (now hosted through zoom) meetings, frequent email communication, a booth at the annual College Hill Arts Festival, our website (www.collegehillpartnership.org) and blog, - Facebook Page (1819, a 1.28% increase in the last six months), - Twitter account (2445, a 4.8% increase over the previous six months), - Instagram account (1651, an 18.8% increase in the last six months), - & LinkedIn, Snapchat, YouTube, and Pinterest pages, we help keep all of our members and interested groups connected and up-to-date with what's happening on College Hill and how we can assist in its improvement. We have also added in the last twenty-four months Snapchat, and Pinterest accounts, all growing in popularity and reach.

One of the most popular posts on our Social Media channels was a project we have collaborated with UNI and Fortepan Iowa. We worked to capture the process of installing three wheat pasting murals on College Hill. The social reach was massive for us and a great highlight for College Hill and Cedar Falls. This social media exposure even reached the country of Fortepan's origin, Hungary.

We have also connected with members via email and google groups to ensure we are communicating the CHP's activities. These two years, we were excited to add a blog hosted on the CHP website. We have used our blog feature for upcoming events, important updates, important College Hill news, and included information from the City of Cedar Falls. We have also featured

several guest bloggers from our community writing about all things College Hill. One of our most viewed blogs is an article about the history of the trees along Seerley Blvd.

Because of the College Hill Partnership's vast nature, we can highlight many exciting dimensions and many stakeholders' stories to tell, and the Partnership felt a great way to showcase our diverse community was to increase our social reach through an online publication. This blog is also an opportunity to showcase issues relevant to our community. We have also included information about the Imagine College Hill Process to promote and encourage citizens to participate.

Sponsoring and Fostering Cultural Events.

Since 2008, the CHP has sponsored many events that have become traditions. The CHP Annual Meeting (April), and the annual neighborhood picnic (August). The CHP also helped establish the College Hill Farmers Market, 22nd and College, co-sponsored with UNI's CEEE (weekly, Thursdays, June- Oct). This year we have supported hosting the farmers market on College Street to encourage more vendors and customers to participate. These events helped to spur other activities, including Pear Fair – Mohair Pear (October, began 2011); the College Hill Music Festival (May; began 2013), and the College Hill Criterium Bicycle Race (April, began in 2013).

Usually, we host an Oktoberfest event, which helps support and increases business activity and showcases what the College Hill area offers. We missed working on one of our favorite events. Usually, we would work side by side with the University of Northern Iowa and Community Main Street to create an excellent Fall Kickoff for New UNI students. This event helps to introduce students to both districts and help them become more familiar with Cedar Falls. The College Hill Partnership has noted our most successful events are when we can partner with community organizations. By having more organizations involved, we can cross-promote the event, develop stronger community bonds, and shoulder the burden of the cost events can create. Activities such as these are an essential way to appeal to a substantial, diverse demographic, which brings a significant amount of revenue to the College Hill and the City of Cedar Falls.

Our events committee volunteers typically spend countless hours over the Summer and Fall to make these events unique and successful. All activities mentioned above increase the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls. This has been difficult over the COVID-19 timeframe, and we have been missing event planning but have tried to be innovative in how we support College Hill businesses. We have been keeping in close communication with many organizations across the Cedar Valley to team up and cross-promote our district. We have invested a lot of time and effort in our social media channels over the past six months to promote businesses and the keep community informed about the College Hill businesses and the many changes they have had to make due to the pandemic.

5. Do you have suggestions for improvement of this grant process?

- Our organization would like to make the suggestion of, instead of submitting a biannual report maybe submitting monthly board packets. Our board packet includes:
 - Minutes from meetings
 - Coordinators Report

- Committee Updates
- Financial Reports
- Other details which are included in this report.

We believe this might be a better glimpse into the vast array of work that the College Hill Partnership undertakes.

6. **The Economic Development Fund Evaluation Reports (Bi-Annual) for the Fiscal Year 2016 must be submitted by October 15, 2020, and April 15, 2021, to:**

**Cedar Falls Economic Development Review Board
c/o Director of Community Development
220 Clay Street
Cedar Falls, IA 50613**

Supporting Documents

**College Hill Partnership
2020-2021
Board of Directors**

President - Resident: Chris Martin (2018-2020) - chris.martin@cfu.net
Secretary - Resident: Becky Hawbaker (2018-2020) - becky.hawbaker@uni.edu
Landlord: Ryan Kreiner (2019-2021) - rkriener@msn.com
Landlord: Bettina Fabos (2020-2022) - Bettina.fabos@uni.edu
Business: Andrea Geary (2019-2021) - andrea@milkbakery.com
Business: Barb Schilf (2018-2020) - barb.mohairpear@gmail.com
At Large: Kyle Dehmlow (2019-2021) - kyledehmlow1@gmail.com
Treasurer - At Large: Doug Johnson (2017-2019) - djohnson@panthersupply.com
At Large: Brent Dahlstrom (2019) - brentdahlstrom@gmail.com
At Large: Andy Fuchtman (2017-2019) - fuchtman@gmail.com
At Large (Student): Jacob Levang (2019-2020) - nisg-president@uni.edu

Non-Voting Board Members

Past President: Dave Deibler (2018-2020) - Octopuscollegehill@gmail.com
UNI Liaison: Andrew Morse – Andrew.morse@uni.edu
Cedar Falls PD Liaison: N/A
City of Cedar Falls Liaison: Karen Howard – Karen.howard@cedarfalls.com
Master Gardner: Vaughn Griffith – vjgriff@forbin.net
College Hill Arts Festival Liaison: N/A
Cedar Valley Alliance Liaison: Cary Darrah - carydarrah@cfu.net
Community Main Street Liaison: Kim Bear – director@communitymainstreet.org
Executive Director: Kathryn Sogard - collegehillpartnership@gmail.com
City Council Representative: Simon Harding – simonharding.cf4@gmail.com

College Hill Partnership 2020-21 Budget Financial Statement

Income	Budget	July	August	September	October	Remaining Budget	Total
Memberships/Donations	\$ 500.00	\$ -	\$ 48.25	\$ -	\$ -	\$ 451.75	\$ 48.25
SSMID	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	\$ 26,000.00	\$ -
Economic Development Grant: City of Cedar Falls	\$ 4,200.00	\$ -	\$ -	\$ -	\$ -	\$ 4,200.00	\$ -
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tree Fund	\$ 1,625.90	\$ -	\$ -	\$ -	\$ -	\$ 1,625.90	\$ -
Facade Grant: City of Cedar Falls	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -
Other							
Community Betterment Grant Funding	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
Petterson Plaza Fund	\$ -	\$ -	\$ 2,420.00	\$ -	\$ -	\$ -	\$ 2,420.00
PPP Loan			\$ 4,128.16				
Total Income	\$ 43,325.90	\$ -	\$ 6,596.41	\$ -	\$ -	\$ 43,277.65	\$ 6,596.41
Expenses							
Advertising/Donations	\$ 2,500.00	\$ -	\$ 380.00	\$ -	\$ -	\$ 2,120.00	\$ 380.00
Insurance	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -
General Office Expenses	\$ 3,000.00	\$ 77.07	\$ 182.00	\$ 40.00	\$ 40.00	\$ 2,660.93	\$ 339.07
Salaries (Including Taxes)	\$ 20,000.00	\$ 1,830.48	\$ 1,603.38	\$ 1,793.87	\$ 551.07	\$ 14,221.20	\$ 5,778.80
Hill Cleaning Service	\$ 2,000.00	\$ -	\$ 10.39	\$ 406.43	\$ 221.64	\$ 1,361.54	\$ 638.46
Facade Improvement Program	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00	\$ -
Business Improvement Committee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Organization Development Committee	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ -
Neighborhood Services Committee	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -
Beautification Committee	\$ 1,000.00	\$ 177.68	\$ -	\$ -	\$ -	\$ 822.32	\$ 177.68
Marketing/Promotions Committee	\$ 3,000.00	\$ -	\$ 54.72	\$ -	\$ -	\$ 2,945.28	\$ 54.72
Farmers Market	\$ 700.00	\$ -	\$ -	\$ -	\$ -	\$ 700.00	\$ -
Tree Fund	\$ 1,625.90	\$ -	\$ -	\$ -	\$ -	\$ 1,625.90	\$ -
Petterson Plaza	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Banners	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenses	\$ 42,825.90	\$ 2,085.23	\$ 2,230.49	\$ 2,240.30	\$ 812.71	\$ 35,457.17	\$ 7,368.73
Balance (Income vs. Expenses)	\$ 500.00	\$ (2,085.23)	\$ 4,365.92	\$ (2,240.30)	\$ (812.71)	\$ 7,820.48	\$ (772.32)
Check Accounts Ending Balance	\$ 36,436.89	\$ 35,065.07	\$ 35,608.58	\$ 33,527.98	\$ -		
Petterson Plaza Fund balance	\$ 3,134.85	\$ 3,134.85	\$ 5,554.85	\$ 554.85	\$ -		
Date of Balance	7/1/2020	8/10/2020	9/11/2020	10/12/2020			

Item 14.



DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Green and City Councilmembers
From: Jeff Olson, Public Safety Services Director
Craig Berte, Police Chief
Date: October 29, 2020
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) Lark Brewing, 6301 University Avenue, Class C liquor & outdoor service - new.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Green, City Council
FROM: Kevin Rogers, City Attorney
DATE: October 22, 2020
SUBJECT: Personnel Policy Updates

Attached to this Memorandum please find proposed Personnel Policy Updates.

Policy 503. Clarifies that holidays may not be combined with vacations and other leave to extend absences from work beyond the maximum allowed, without Department Director approval. This issue has arisen from time to time and reflects current practice.

Policy 506. Clarifies expectations regarding vacation requests. Generally one week increments are expected, although two-week increments may be approved by a supervisor. More than two-week increments must be approved by the Department Director. Also clarifies the maximum vacation increment allowed, regardless of approval. Also addresses combining vacation leave with other forms of leave, similar to the change to Policy 503 explained above.

Policy 704. Clarifies a very specific scenario in which a part-time employee wishes to extend bereavement leave by combining such leave with a regular scheduled day off. Reflects current practice.

Staff recommends that Council adopt the proposed Personnel Policy changes..

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

503: HOLIDAYS

Policy:

It is the policy of the City of Cedar Falls to designate and observe certain days each year as holidays. Eligible employees will be given a day off with pay for each holiday observed.

Comment:

- (1) The schedule of holidays the City will observe during each calendar year will be:
 - (a) New Year's Day;
 - (b) Good Friday;
 - (c) Memorial Day;
 - (d) Independence Day (July 4);
 - (e) Labor Day;
 - (f) Thanksgiving Day;
 - (g) Friday after Thanksgiving Day;
 - (h) Christmas Day;
 - (i) When Christmas Day falls on a Tuesday, Wednesday or Friday, Christmas Eve (December 24) will be observed as a holiday. When Christmas Day falls on Thursday the following Friday (December 26) will be observed as a holiday, and;
 - (j) Three (3) Floating Holidays (see Comment #9 for eligibility, pro-rating and usage).

(2) Full-time employees are eligible to receive their regular rate of pay for each holiday. Part-time employees working on a consistent year-round basis are eligible to receive holiday pay only for holidays outlined in Comments (1) (a) through (i) above. Holiday pay for these part-time employees will be paid on a pro rata basis, based upon the number of normal hours worked in a pay period. Part-time, non-union employees shall also receive three (3) floating holidays. Part-time, non-union employees' floating holiday benefits will be paid on a pro rata basis based upon the number of hours actually worked in the prior year computed as of the fiscal year. Part-time employees on lay-off are not eligible to receive holiday pay. Positions listed within the "Special Purpose & Seasonal Salary Schedule" and "Workshops/Sessions/Events Pay Plan" are not eligible for holiday pay benefits. In addition, as defined by policy **211: Temporary and Part-time Employees**, temporary and seasonal employees are not eligible for pro-rated holiday pay.

503: HOLIDAYS

(3) To receive holiday pay, an eligible employee must be at work, or on an authorized absence, on the workdays immediately preceding and immediately following the day on which the holiday is observed. If an eligible employee is absent on one or both days because of illness or injury, the City reserves the right to verify the reason for the absence before approving holiday pay. (See **205: Medical Procedures**)

(4) A holiday that occurs on a Saturday or Sunday generally will be observed by the City on either the preceding Friday or following Monday.

(5) The City recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the City's regular holiday schedule. Accordingly, employees who would like to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the conduct of the City's business and if the employee's supervisor approves. Employees may use accumulated days of paid absence or "floating" holidays on such occasions, or they may take such time off as an unpaid, excused absence.

(6) The City may schedule work on an observed holiday as it deems necessary. Normally, work on an observed holiday will be paid as if it were a regularly scheduled day. Employees scheduled to work on a holiday will be given the option of receiving pay for the hours worked for the day plus their holiday pay, or employees may take another "floating" holiday equivalent to the hours worked, with the prior approval of their supervisor, at another time during the same fiscal year. See **307: Overtime** Policy for holiday rates paid to employees not scheduled to work but called in to work on a holiday.

(7) Non-union police and public safety management shift employees assigned to 6-3 shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe the same number of holidays as "floating" holidays. However, the total number of such "floating" holidays shall not exceed eleven (11) in any fiscal year (90.75 hours).

(8) Non-union fire and public safety management shift employees assigned to 24 hour shifts will not observe the holidays outlined in Comments (1) (a) through (1) (j). Instead, these employees will observe seven (7) holidays per fiscal year as "floating" holidays (168 hours).

(9) If a non-union public safety management shift employee is reassigned to a different shift, entitlement to holidays is recalculated at the time of shift reassignment. Such employee's entitlement to holidays for the remainder of the fiscal year after reassignment is based upon the ratio that the number of holiday hours not taken prior to reassignment bears to the total number of holiday hours available in the fiscal year prior to reassignment. This ratio is applied to the total number of holiday hours available in the same fiscal year in the new assignment. If reassigned to non-shift, named holiday hours remaining in the fiscal year after reassignment

503: HOLIDAYS

shall be deducted from the total remaining holiday hours. For example, if a non-union public safety management shift employee was assigned to a 6-3 shift and used 33 floating holiday hours, and then was reassigned to a 24 hour shift, such employee would have 106.9 hours of floating holiday remaining during the same fiscal year ($90.75 - 33 = 57.75/90.75 = .636 \times 168$ hours = 106.9 hours after rounding). The same employee reassigned to non-shift on December 1 would have 24 floating holiday hours remaining, plus the remaining named holiday hours during the same fiscal year ($90.75 - 33 = 57.75/90.75 = .636 \times 88 = 55.968$, less 32 named holiday hours remaining in the fiscal year = 24 hours after rounding). For those non-union public safety management shift employees assigned to non-shift, total named holidays in a fiscal year may be as many as nine (9), depending upon the year as set forth in 1 (a) – (i) above. For purposes of this policy the term “non-union public safety management shift employees” includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

(10) Floating holidays may be taken by eligible employees any time after six (6) months of employment and after receiving approval of the division manager. Floating holidays are pro-rated for eligible employees hired after the fiscal year begins. Eligible employees must take floating holidays on or after the date the fiscal year begins through the last day of the same fiscal year.

Carryover of floating holidays will not be permitted unless otherwise specified by union contract or if an employee is hired during the second half of the fiscal year and the employee will not meet the six (6) month employment requirement. In the latter case, the employee will be allowed to take their pro-rated floating holiday after he/she becomes eligible to take them, but must take them on or before the last day of the fiscal year in which they become eligible to take the pro-rated holiday. If hired during the month of December, floating holiday hours may be carried over if approved by the Department Director.

(11) Veteran’s Day is not a City observed holiday: City will comply with Iowa Code 91A.5A as follows:

- (a) Certain qualified veterans, if they otherwise would have been required to work on November 11, may be granted time off for that day unless it would impact public health or safety or would cause the City to experience significant economic or operational disruption. Such time off shall be without pay, but the qualified veteran may use paid benefit time other than sick leave to cover such absence.
- (b) The qualified veteran must provide written notice to the veteran’s supervisor of intent to take time off work at least 30 days prior to Veteran’s Day. If requested, the veteran must provide to the City a federal certificate of release or discharge from active duty, or similar documentation for determining the veteran’s eligibility.
- (c) The City shall notify the requesting veteran at least 10 days prior to Veteran’s Day whether or not the requested time off work will be granted.

503: HOLIDAYS

(12) Employees may not take holidays or combine holidays with other benefit time, or with scheduled days off, which results in more than sixteen (16) consecutive calendar days off from work for non-shift employees, more than twenty-two (22) consecutive calendar days off for 24 hour shift employees, or more than twenty-one (21) consecutive calendar days off for 6-3 shift employees, unless otherwise approved by the Department Director, or unless for an approved leave of absence.

_Amended 7/1/06
 1/1/08
 1/23/12
 3/1/19
 1/6/20

506: VACATIONS

Policy:

It is the Policy of the City of Cedar Falls to grant annual vacations with pay to full-time and part-time, non-union employees, excluding seasonal and special purpose employees, according to the guidelines below. The provisions of any applicable collective bargaining agreement shall apply in place of the guidelines below.

Comment:

(1) **Definitions.** For purposes of this Policy the following terms shall be given the meanings ascribed to them as follows:

(a) “accrue” means to accumulate but not yet earn. Vacation accrues based upon the ratio that the number of days since date of hire or the most recent anniversary date bears to the total number of days of vacation to be earned on the next anniversary date, calculated on a daily basis.

(b) “earn” means to have available for use all accumulated vacation time. Vacation time is earned on the first anniversary after the date of hire, and on each anniversary date thereafter as provided in the guidelines below.

(2) **Vacation Time Earned:** Unless otherwise specified by Union contract, all full-time employees and part-time, non-union employees (other than seasonal and special purpose employees) will be granted vacations with pay on the following basis:

Completion of one year of service	Two work weeks
Completion of six years service	Three work weeks
Completion of twelve years service	Four work weeks
Completion of eighteen years service	Five work weeks

The number of weeks of vacation and the availability of those weeks may vary from the schedule above if other arrangements are made as a condition of employment as approved by the Department Director (or City Administrator if a director position). For employees with any other arrangements made as a condition of employment, the schedule above shall be adjusted so that an additional work week of vacation shall be added to the vacation already granted at the completion of six years, twelve years and eighteen years of service, up to a maximum of five total weeks of vacation. If a new employee leaves City employment for any reason and prior to the employee’s one-year anniversary date, any vacation time taken by the employee shall be paid back to the City in the form of a deduction from the employee’s final paycheck. New employees who leave City employment prior to their one-year anniversary shall also not receive any accrued vacation benefits on their final paycheck.

Part-time, non-union employees’ vacation benefits will be earned on a pro rata basis based upon the number of hours actually worked in the prior year computed as of their

506: VACATIONS

anniversary date. This calculation is as follows: actual hours worked/2080 hours per year. However, the maximum hours worked in the above calculation is 1508 even if the actual hours worked exceeds that amount.

Part-time, non-union employees whose status changes to full-time, non-union status shall be granted credit for all years of service in their part-time non-union positions for purposes of computing vacation time entitlement. Years of service as a part-time, union employee or special purpose/seasonal employee shall not be credited for purposes of computing vacation time entitlement.

(3) **Vacation Time Payment:** Vacation time earned will be figured on the basis of the employment year and shall include the total straight paid time the employee has worked for the City since the date of last employment anniversary. Unless otherwise specified in a Union contract, when an employee has completed the probationary period and has passed the employee’s one year anniversary date, but employment with the City is terminated for any reason, said employee shall be compensated for earned but unused vacation time as well as accrued vacation time on the basis of the number of vacation days accrued. Military duty will be figured as working time for calculating vacation accrual. (See **707: Military Leave.**) Employees may not use accrued, but unearned, vacation time prior to their anniversary date except when special circumstances warrant and as approved by the Division Manager and Department Director (or City Administrator if a director position). The City’s Risk Management committee may also approve the use of accrued, but unearned vacation time.

(4) **Non-union public safety management employees:**

(a) Non-union public safety management shift employees assigned to a 6-3 shift shall accrue and earn vacation as follows:

Completion of one year of service	2 work weeks (99 hours)
Completion of six years of service	3 work weeks (148.5 hours)
Completion of twelve years of service	4 work weeks (198 hours)
Completion of eighteen years of service	5 work weeks (247.5 hours)

(b) Non-union public safety management shift employees assigned to a 24 hour shift shall accrue and earn vacation as follows:

Completion of one year of service	6 tour days (144 hours)
Completion of seven years of service	9 tour days (216 hours)
Completion of twelve years of service	12 tour days (288 hours)
Completion of twenty years of service	15 tour days (360 hours)

(c) If a non-union public safety management shift employee is reassigned to a

506: VACATIONS

different shift, entitlement to vacation is recalculated at the time of shift reassignment. Such employee's entitlement to vacation for the remainder of the year after reassignment is based upon the ratio that the hours of vacation remaining prior to reassignment bear to the total number of vacation hours available prior to reassignment. That ratio is applied to the total number of vacation hours available for the entire year in the new assignment. For example, a non-union public safety management shift employee assigned to a 6-3 shift who is in his or her 4th year of service and who has used 20 hours of vacation and is reassigned to a 24 hour shift is entitled to 108.9 additional hours of vacation for the remainder of the year ($99 - 24 = 75/99 = .756 \times 144 = 108.9$ hours after rounding). For purposes of this policy in the event of reassignment, entitlement to vacation shall not be reduced, even if years of completion of service would suggest fewer weeks in the employee's current shift.

(5) **Vacation Requests:** Employees will request vacation periods giving a first and second choice. Division Managers or Department Directors will respect wishes of the employees insofar as needs of the City and service will permit. Division seniority shall govern in the choice of vacation periods, provided such choice has been exercised between January 1st and March 30th annually. Generally, vacations shall be limited to increments of one (1) work week or less. Vacations requests shall be limited to one week increments for more than two consecutive work weeks unless otherwise approved by the Department Director. For purposes of this policy a "work week" is considered to be three (3) scheduled work days for 24 hour shift employees, five (5) scheduled work days for non-shift employees, and six (6) scheduled work days for 6-3 shift employees.

(6) **Vacation Accumulation:** Vacation time shall not accumulate from year to year and annual leave must be used by the end of the employment year following the anniversary date on which it was earned, unless the application for vacation has been refused or the extension is approved as provided in Comment (7).

(7) **Vacation Carryover Guidelines:** Any carryover of vacation shall be administered as follows:

- (a) City Administrator, Directors, Managers, Police Captains, and Fire Battalion Chiefs: City Administrator, Department Directors, Division Managers, Public Safety Supervisor Captains, Police Captains, and Fire Battalion Chiefs may carryover one full year of earned vacation, for one year past the employee's anniversary date. If the vacation is unused following the end of the one-year period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.
- (b) All Other Employees: An employee may carryover up to five (5) work days or one workweek (49.5 hours if a 6-3 shift; 72 hours if a 24 hour

506: VACATIONS

shift) of vacation past the employee's anniversary date. If vacation is unused following the end of the three-month carry-over period, the vacation will be voided. Under unusual circumstances, such as certain serious medical conditions, and with the prior approval of the City's Risk Management Committee, extensions beyond those set forth in this subsection (b) may be allowed.

(8) **Maximum Paid Vacation Periods.** Regardless of availability of earned vacation time, the maximum-paid-vacation leave an employee may take at any one time cannot exceed five (5) times the number of workdays in the employee's work week, regardless of Department Director approval. This limitation shall not apply to a retiring employee. See 214: Retirement.

(9) **Minimum Vacation Requirements.** Vacations for periods of less than one-half (1/2) hour or as established by department policy, shall not be granted.

~~(9)~~(10) **Use of Other Benefit Time.** Employees may not combine vacation with other benefit time such as regular holidays, floating holidays, government days or compensatory time, or with scheduled days off, which results in more than sixteen (16) consecutive calendar days off from work for non-shift employees, more than twenty-two (22) consecutive calendar days off for 24 hour shift employees, or more than twenty-one (21) consecutive calendar days off for 6-3 shift employees, unless otherwise approved by the Department Director, or unless for an approved leave of absence.

~~(10)~~(11) **Approval of Vacation.** All vacation requests are subject to approval. Requests for vacation days shall be submitted in writing to the Department Director or Division Manager and approved at least twenty-four (24) hours prior to the beginning of the vacation unless mutual agreement has been reached between the employee and the Department Director.

Amended 1/1/05, 7/1/06, 1/1/08, 11/25/13, 6/1/15, 7/18/16, 3/1/19, 1/6/20, 7/6/20

704: LEAVES OF ABSENCE

Policy:

It is the policy of the City of Cedar Falls to grant employees extended leaves of absence under certain circumstances. Except as stated below, employees will not receive compensation during a leave of absence.

Comment:

(1) **Family and Medical Leave:** The City will comply with the provisions of the federal Family and Medical Leave Act (hereinafter referred to as "FMLA"). The Appendix to this policy outlines the FMLA's requirements, including the rights and obligations of employees, notification requirements, and the City's obligations.

General Provisions:

In accordance with the Family and Medical Leave Act, the City will grant unpaid family and medical leave to eligible employees for up to twelve (12) weeks per twelve (12) month period for any one or more of the following reasons:

- a. For incapacity due to pregnancy, prenatal medical care, birth of a child, or to care for such child after birth, or placement of a child with the employee for adoption or foster care; or
- b. In order to care for an immediate family member (spouse, child or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Military Family Leave Entitlements:

Qualifying Exigency - Eligible employees with a spouse, child, or parent on covered active duty or call to covered active duty status may use their 12-week entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Service Member Caregiver – FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability returned list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any other time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the

704: LEAVES OF ABSENCE

covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health conditions”.

Eligibility:

To be eligible for family/medical leave, an employee must have at least 12 months of service and have worked at least 1,250 hours over the previous twelve (12) month period. Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of a family leave.

Definitions:

- a. “Twelve Month Period” will be calculated as the “rolling” twelve (12) month period measured backward from the date an employee uses any FMLA leave.
- b. “Spouse” includes all individuals in legal marriages as defined or recognized in a state where the individual was married (“place of celebration”), and includes individuals in same-sex and common law marriages. A spouse also includes a husband or wife in a marriage that was validly entered into outside of the United States if it could have been entered into in at least one state. If both spouses work for the City, and are both eligible for FMLA leave, you and your spouse will be limited to a combined total of twelve (12) weeks of FMLA leave in a twelve (12) month period for anyone or all of the following reasons: birth of a child or to care for the child immediately after birth; placement of a child with you for adoption or foster care, or to care for the child after placement; or to care for your parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of your spouse or child, or because of your own serious health condition.
- c. “Child” means a child either under 18 years of age, or 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee’s “child” is one for whom the employee has day-to-day responsibility for care and includes a biological, adopted, foster or stepchild. The age limitation does not apply to employees applying for a FMLA military related leave.
- d. “Serious Health Condition” means an illness, injury, impairment or a physical or mental condition that involves:
 1. Inpatient (overnight) care in a medical care facility; or
 2. Continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in work, school, or regular daily activities. Subject to certain conditions, the continuing treatment

704: LEAVES OF ABSENCE

requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment; or

3. Incapacity (as defined above) due to a chronic condition that requires periodic (at least twice per year) visits to a healthcare provider for treatment; or
4. Incapacity (as defined above) due to pregnancy.

Other conditions may meet the definition of continuing treatment.

Intermittent or Reduced Leave:

An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule when medically necessary to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. “Medically necessary” means that there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. The employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave. The employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the City’s operations. If an employee requests reduced or intermittent leave, once the intermittent or reduced leave has been completed, the employee must be transferred back to the same position that the employee held prior to taking the FMLA leave or to an equivalent position. An employee may take leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the supervisor’s consent. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employee Notice Requirement:

An employee is required to give thirty (30) days notice in the event of a foreseeable leave. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City’s normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for FMLA leave that was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

An “Application for Family or Medical Leave” form should be obtained from the Financial Services Division, completed by the employee, signed by his/her supervisor and Department Director, and returned to the Financial Services Division for processing and forwarding of additional forms that may be required to complete as explained below.

704: LEAVES OF ABSENCE**Medical and Military Certifications and Return To Work Authorization**

The employee must request FMLA leave, and the City may require the request be supported by a completed doctor's/practitioner's certification no later than fifteen (15) calendar days after applicable Department of Labor form(s) are provided for their own or a qualified family member's serious health condition. When an employee is on leave and information received by Financial Services staff deems it to meet FMLA criteria, the City may designate the leave as FMLA without receiving a FMLA leave request from the employee and without requiring the completion of the applicable medical certification form. When applicable, forms are available from and must be returned to Financial Services Division staff for review and processing. Military related leave requests require completion of the applicable Department of Labor form available from and returned to Financial Services staff.

For an employee's own medical leave, the City may require a second or third opinion at the City's expense, periodic reports on the employee's status, and a fitness-for-duty report. A release to duty from the employee's health care provider must be provided to the Financial Services Division prior to returning to work. If a fitness-for-duty appointment is deemed necessary by the City based on position duties, the employee will be asked to have a fitness-for-duty examination by a health care provider selected by the City, at the City's expense.

Response To Employees:

As a FMLA covered employer, the City will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer will provide reason for the ineligibility. The City will also inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the City determines the leave is not FMLA-protected, the employer will notify the employee.

Effect on Benefits:

Taking FMLA leave will not result in loss of any employee benefits accrued prior to the date on which the leave began. Vacation, seniority and other accrued benefits will not accrue during an unpaid FMLA leave. Accrual of benefits for employees on intermittent leave or on a reduced work schedule may be calculated on a pro-rata basis in proportion to their work schedule.

Continuation of Health Insurance:

An employee on family/medical leave may remain a participant in the City's health insurance plan throughout the duration of the leave, as if actively employed. S/he will be required to pay the same cost of coverage as if actively at work. Employee contributions will be required either through payroll deduction or by direct payment to the City. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is paid more than thirty (30) days late. If the employee misses a premium payment and the City pays the employee's contribution, the employee will be required to reimburse the City for the delinquent payment upon return from the leave. If an employee does not return to work, the City may require reimbursement for the share of the premiums it paid during the FMLA leave.

704: LEAVES OF ABSENCE**Return to Work:**

An employee returning from leave taken under this provision is entitled to return to the position held when the leave began, if that position is vacant. If the position is not vacant, the employee must be returned to an equivalent position with equivalent benefits, pay and other conditions. Employees are required to provide at least 72 hours advance notice of their return to work after such leave, unless this requirement is waived by the employee's supervisor and by the Financial Services Division.

FMLA and other leaves of absence:

Employees who are on any approved leave of absence, whether work related or not, who also qualify for FMLA leave shall be required to use FMLA leave concurrently with such other leave of absence.

(2) **Other Leaves of Absences:** Employees generally are eligible for leaves of absence if they have completed at least twelve months of service, or as specified by law. The granting and duration of each leave of absence and the compensation received by the employee, if any, during the leave of absence will be determined by the City in conjunction with applicable federal and state law and in accordance with the City's best interest. The following types of leaves will be considered:

- (a) **Pregnancy not covered under FMLA:** Pregnant employees who are not eligible for FMLA leave shall be granted a leave of absence for the period that the employee is disabled because of the pregnancy, childbirth or other related medical conditions, or for eight weeks as provided by Iowa law, whichever is less.
- (b) **Other sick leave not covered under FMLA:** See Policy **706: Sick Leave**
- (c) **Personal Leave of Absence:** Employees may be granted a leave of absence to attend to personal matters in cases in which the City determines that an extended period of time away from the job will be in the best interests of the employee and the City.
- (d) **Military Leave of Absence:** A military leave of absence will be granted if an employee is absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service). Employees who perform and return from service in the Armed Forces, the Military Reserves, the National Guard, or certain Public Health Service positions will retain certain legislated rights with respect to reinstatement, seniority, layoffs, compensation, and length of service pay increases as required by applicable federal or state law. Employees will be protected against a loss of income as a result of participation in annual encampment or training duty in the U.S. Military Reserves or the National Guard. In these circumstances, the City will continue to pay an employee their normal straight-time pay on the job, as required and set forth in state law. (See **707: Military Leave**)
- (e) **Educational Leave of Absence:** Employees who want to continue their education in preparation for added responsibilities with the City may be granted an educational

704: LEAVES OF ABSENCE

leave of absence, if in accordance with the City's best interest and at the discretion of management.

- (f) Public Office Leave of Absence: Employees who are candidates for municipal, county, state, or federal office shall be granted leave upon request for the period from 30 days or less prior to a contested primary, special or general election, until the day after the election. Employees who are elected or appointed to public office shall be granted leave for such public office upon request. Public office leaves of absence shall be without pay.
- (g) Bereavement Leave: Full-time and permanent part-time employees may be allowed up to five (5) working days absence with pay in case of the death of a member of the employee's immediate family. For the purpose of this policy "immediate family" includes the employee's spouse, brother, sister, father, mother, children, step parent, step children, step brother, step sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, and any person residing in the employee's household.

In the event of the death of a brother-in-law, sister-in-law, grandparent or grandchild of the employee or the employee's spouse, the employee is allowed up to three (3) working days absence with pay.

Bereavement leave absences are intended to include all travel. However, in circumstances involving unusually long traveling distances, department directors may extend bereavement absences up to three (3) additional days with pay.

To qualify for bereavement leave pay, an employee must be employed with the City for six (6) months preceding the first day of bereavement leave, and be eligible to receive regular earnings immediately preceding and following the bereavement period.

A Division Manager may approve bereavement leave for employees with less than six months of tenure.

Bereavement leave shall not be taken in less than one day increments.

For permanent part-time employees, a regular scheduled day off work may not be used in combination with bereavement leave to extend consecutive days off to more than five (5) days.

Non-union public safety management shift employees shall be allowed bereavement leave as set forth in this policy regardless of the shift to which they are assigned. For purposes of this policy for such employees, the term "working days" means one calendar day regardless of the number of hours scheduled. Transfer of such employees while on bereavement leave shall not affect entitlement to such leave. For purposes of this policy the term "non-union public safety management shift employees" includes battalion chiefs, fire captains, police captains, police lieutenants, public safety supervisor captains and public safety supervisor lieutenants.

704: LEAVES OF ABSENCE

- (h) Workers' Compensation: Employees who are injured in the course of their employment with the City shall receive benefits and leave in accordance with Iowa Code Chapter 85 or as allowed under Risk Management Policy 2012-009.
 - (i) Police/Fire Disability Leave: Eligible public safety department personnel may be granted leave for duty related conditions in accordance with Iowa Code Chapter 411.
- (3) Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's Department Director thirty days prior to commencement of the leave period, or as soon as is practicable. The final decision concerning the request will be made by the Department Director, after consultation with the Finance & Business Operations Department. All employees on approved leave are expected to report any change of status in their need for a leave or their intention to return to work to their Department Director.
- (4) Employees who are on an approved leave of absence may not perform work for any other employer during that leave, except when the leave is for military, public service, or otherwise as permitted by law.
- (5) Use of paid benefit time and other benefits while on leave:
 - a. Every employee on a sick leave or family care leave of absence will be required to use all floating holidays, vacation, compensatory time, sick leave/casual days, and sick days while on leave. Earned benefit time shall be used until exhausted. Use of accrued, but unearned vacation may then be used when special circumstances warrant and as approved. (See **506: Vacations**) If all benefit time has been exhausted, the employee may be subject to termination of employment.
 - i. Emergency response exception: Employees who require a medical absence for an injury arising out of service as a volunteer fire fighter or emergency medical responder during a period of an emergency response may choose to take the medical leave as unpaid up to a maximum of twelve (12) weeks; and shall not be required to use accrued paid leave (sick, vacation or comp time) for medical absence as a result of the injury. After twelve (12) weeks of unpaid leave the employee shall be required to take paid benefit time as defined in this section. The employee shall still be required to follow all other policies and rules of the City related to medical leave and FMLA.
 - b. Employees who are covered by the City's disability or workers' compensation insurance, and are therefore already receiving compensation, may not use any other paid leave.
 - c. Every employee on a personal or educational leave of absence will be required to use all compensatory time, floating holidays and vacation days while on leave. Earned benefit time shall be used until exhausted prior to the use of accrued, but unearned

704: LEAVES OF ABSENCE

vacation.

- d. Employees who are candidates for public office must use earned paid benefit time during the public service leave of absence. Employees who are elected or appointed to a position entitling them to a public service leave of absence may, if they choose, use earned paid benefit time during the leave. If earned paid benefit time is exhausted during a public office leave of absence, or if eligible employees choose not to use paid benefit time, the leave or remainder of the leave shall be without pay.
 - e. The City will provide health insurance and other benefits to employees on leave as required by law. No paid benefit time shall accrue during periods of unpaid leave and approved paid leave, unless otherwise specified by union contract.
 - f. Holiday pay (named and floating holidays) will be included for purposes of calculating FMLA leave time, unless prohibited by law.
 - g. Policies related to required use and carry over of paid benefit time shall apply when employees are on leaves of absence.
 - h. Availability of paid benefit time is no guarantee of continued employment.
- (6) Employees returning from a leave of absence will be reinstated to their same job or to an equivalent job with equivalent status and pay, if required by law. However, in order to be reinstated to their same job or equivalent job, employees must return to work within 12 weeks after the expiration of an approved sick leave or FMLA leave, or for employees who do not qualify for FMLA leave, within 12 weeks of their first absence. This time may be extended upon recommendation of the Department Director and approval by the City Administrator for good cause, such as availability of additional earned sick leave. Employees who have taken personal, educational or public service leave cannot be guaranteed employment upon expiration of leave. Employees returning from a sick leave may be required to provide certification of their ability to perform the essential functions of their job, with or without reasonable accommodation and may be required to complete a fitness-for-duty examination or evaluation with the City's physician. Employees are required to provide at least 72 hours advance notice of their return to work after such leaves, unless this requirement is waived by the employee's supervisor and by the Financial Services Division. Employees returning from a military leave must also comply with all of the reinstatement requirements specified by federal law. If the same job or one of equivalent status and pay is not available as a result of a reduction in force, the employee will be treated in the same manner as though s/he were not on leave at the time of the reduction in force.
- (7) Employees who are unable to report for work because of arrest and incarceration will be placed on a special personal leave of absence. If the employee is unable to secure bail, the leave of absence will continue until final disposition of the charges. If the employee is freed on bail, a decision whether to allow the resumption of active employment pending disposition of the charges will be made by the employee's Department Director and the

704: LEAVES OF ABSENCE

Director of Finance & Business Operations. They will determine whether reinstatement would be consistent with the City's needs and requirements. Likewise, when an employee is convicted of a crime, the employee's Department Director and the Director of Finance & Business Operations will determine if it is in the best interests of the City to allow resumption to active employment or termination.

- (8) If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave, the employee will be considered to have voluntarily terminated employment.
- (9) Application forms are provided at the end of this policy for use with leaves of absence longer than two consecutive weeks, other than FMLA leave which requires an application form regardless of the length of such leave. These forms also may be obtained from the Financial Services Division. Application forms, other than for FMLA leave, must be completed by the employee and returned to the Financial Services Division at least seven (7) calendar days prior to commencement of a leave, absent unusual circumstances.

Amended 1/1/05, 7/1/06, 1/1/09, 4/09, 1/23/12, 2/13/12, 11/12/12, 11/25/13, 6/1/15, 3/1/19, 1/6/20, 7/6/20

704: LEAVES OF ABSENCE**APPENDIX:****EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT****Basic Leave Entitlement**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on a temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definition of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by

704: LEAVES OF ABSENCE

the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

704: LEAVES OF ABSENCE

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

Other Provisions:

Salaried executive, administrative, and professional employees of the City who meet the Fair Labor Standards Act ("FLSA") criteria for exemption from minimum wage and overtime do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of leave required by the FMLA.

Further Information: For more information, employees may contact the Financial Services Division.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM
Information Systems Division

TO: Mayor Rob Green and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: October 29, 2020
SUBJECT: Renewal of Service Agreement with Professional Office Services

We have extended a one-year renewal with Professional Office Services (P.O.S) for printing currents. P.O.S. is a local company and provided great service this past year.

I am providing the Standard Contract for Services, with Exhibit A for Scope of Printing Services, and Exhibit B for the Pricing Agreement. P.O.S. has also provided all necessary insurance documentation. City Attorney, Kevin Rogers, has reviewed and approved.

If you need further information, please feel free to reach out to me at 319-268-5111.

Attachments:

P.O.S. Professional Office Services, Inc. Service Agreement
Exhibit A—Scope of Printing Services for Currents
Exhibit B—Pricing Agreement

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

This Agreement is by and between Professional Office Systems (P.O.S.) ("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:
Name: Mark E Weak
Title: CFO
Address: 2757 Burton Ave
Waterloo, IA 50703
Telephone: 319 235-6777
Email: mweak@poscorp.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) Professional Office Services, Inc

By: [Signature]

Its: CFO

Date: 10-27-20

CITY OF CEDAR FALLS, IOWA

By: _____

Robert M. Green, Mayor

Attest: _____

Date: _____

Jacqueline Danielsen, MMC, City Clerk

EXHIBIT A - SCOPE OF PRINTING SERVICES FOR CURRENTS

The City of Cedar Falls, Iowa, hereinafter called City; hereby accepts the printing quote, submitted by Professional Office Services, hereinafter called P.O.S., upon the following terms and conditions:

1. P.O.S. shall provide printing and mailing services for the *Currents* newsletter to the City at the prices designated on the submitted quotation list from 2019, and detailed in Exhibit B.
2. The agreement for printing services for the *Currents* newsletter shall be for the period December 1, 2020 through October 1, 2021.
3. The scheduled mailing dates will be January 2, 2021, April 1, 2021, July 1, 2021 and October 1, 2021.
4. The City will submit InDesign CC files, images, and fonts ten (10) working days prior to the scheduled mailing date for each *Currents* issue unless exceptions are made in writing and agreed upon by both parties.
5. The City will approve the printer proof in a timely manner prior to printing.
6. Failure of P.O.S. to print and mail the required number of copies by the scheduled dates of January 2nd, April 1st, July 1st and October 1st, will result in a twenty percent (20%) reduction in payment by the City.
7. Deliver 325-350 copies of each issue to City Hall, 220 Clay Street, Cedar Falls.
8. This agreement may be extended for an year if agreed upon by both parties.

EXHIBIT B – PRICING AGREEMENT

Approx. 19,350 copies per quarterly issue

16 page	\$3706.07
20 page	\$4506.94
24 page	\$5259.44
28 page	\$6011.94
16-28 page with fold out option	\$4813.32–7740 (dependent on # of other pages)
Proof charge	\$18
Corrections made by the city	No Charge
Mailing service	\$35.50/thousand
Postage (estimated)	< 4 oz. - \$0.18/book > 4 oz. - \$0.426/book
Delivery of extra 325-350 copies	No Charge



CERTIFICATE OF LIABILITY INSURANCE

DATE (10/ Item 17.

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).

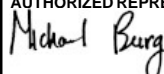
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 245 South Executive Drive Suite 200 Brookfield WI 53005	CONTACT NAME: Amanda Duranso PHONE (A/C, No, Ext): 262-792-2213 E-MAIL ADDRESS: amanda_duranso@ajg.com		FAX (A/C, No): 262-792-1712													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C : Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER D : Liberty Mutual Insurance Company</td> <td>23043</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Liberty Insurance Corporation	42404	INSURER C : Illinois Union Insurance Company	27960	INSURER D : Liberty Mutual Insurance Company	23043	INSURER E :		INSURER F :
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INSURER F :																
INSURED Professional Office Services, Inc. 2757 Burton Ave PO Box 450 Waterloo IA 50704																

COVERAGES **CERTIFICATE NUMBER:** 2014593384 **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
B	<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"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	TB2-Z91-460758-020	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-Z91-460758-010	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TH7-Z91-460758-050	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	83WBOH3012	1/1/2020	1/1/2021	<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
C	Technology Errors & Omissions			G23675687007	4/1/2020	4/1/2021	Limit \$5,000,000 Limit \$5,000,000

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 on a primary non-contributory basis, included as an additional insured on the Auto Liability policy. A Waiver of Subrogation applies on the General Liability, Auto liability and Worker's Compensation policy. A Non-Waiver of Government Immunities applies to the General Liability. Umbrella follows form to the underlying. A 30 day notice of cancellation applies except for non-payment of premium. All policy terms & conditions apply.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- I. Newly Acquired or Formed Organizations
- II. Employees as Insureds
- III. Lessor - Additional Insured and Loss Payee
- IV. Supplementary Payments - Increased Limits
- V. Fellow Employee Coverage
- VI. Personal Property of Others
- VII. Additional Transportation Expense and Cost to Recover Stolen Auto
- VIII. Airbag Coverage
- IX. Tapes, Records and Discs Coverage
- X. Physical Damage Deductible - Single Deductible
- XI. Physical Damage Deductible - Glass
- XII. Physical Damage Deductible - Vehicle Tracking System
- XIII. Duties in Event of Accident, Claim, Suit or Loss
- XIV. Unintentional Failure to Disclose Hazards
- XV. Worldwide Liability Coverage - Hired and Nonowned Autos
- XVI. Hired Auto Physical Damage
- XVII. Auto Medical Payments Coverage Increased Limits
- XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
- XIX. Rental Reimbursement Coverage
- XX. Notice of Cancellation or Nonrenewal
- XXI. Loan/Lease Payoff Coverage
- XXII. Limited Mexico Coverage
- XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

- A. There is no similar insurance available to that organization;
- B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:
 - 1. The 90th day after you acquire or form the organization; or
 - 2. The end of the policy period, whichever is earlier; and
- C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

II. EMPLOYEES AS INSUREDS

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

- A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.
- B. For any "leased auto" that is a covered "auto" under SECTION II- LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You.
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- C. Loss Payee Clause
1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
 2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
 3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.
- D. Cancellation
1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
 2. If you cancel the policy, we will mail notice to the lessor.
 3. Cancellation ends this agreement.
- E. The lessor is not liable for payment of your premiums.
- F. For purposes of this endorsement, the following definitions apply:
- "Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

- (2) Up to \$3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to \$500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

- A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.
- B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is \$5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

- A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to \$50 per day and to a maximum limit of \$1,000.

- B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

- (1) Are your property or that of a family member; and
- (2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

- a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must include:

- (1) How, when and where the "accident" or "loss" occurred;

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

- a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

- b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

- A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
 - a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
 - b. The actual cash value of such covered "auto" at the time of the "loss".
 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.
- B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be \$250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

- C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

- b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

However, the most we will pay under this coverage is \$30 per day, subject to a maximum of \$900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household; or
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

- 1. Any "auto" owned by that individual or by any member of his or her household; or

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".
- E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:
- "Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

- A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.
- C. Our payment is limited to the lesser of the following amounts:
1. Necessary and actual expenses incurred; or
 2. \$30 per day with a maximum of \$900 in any one period.
- D. This coverage does not apply:
1. While there are spare or reserve "autos" available to you for your operations; or
 2. If coverage is provided by another endorsement attached to this policy.
- E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

- A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:
2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:
 - a. For reasons of non-payment, the greater of:
 - (1) 10 days; or
 - (2) The number of days specified in any other Cancellation Condition attached to this policy; or
 - b. For reasons other than non-payment, the greater of:

Policy Number AS2-Z91-460758-010
 Issued by Liberty Mutual Fire Insurance Co.

- (1) 60 days;
- (2) The number of days shown in the Cancellation and Non-renewal Schedule; or
- (3) The number of days specified in any other Cancellation Condition attached to this policy,
 prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

Policy Number AS2-Z91-460758-010
Issued by Liberty Mutual Fire Insurance Co.

A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to include Mexico but only if all of the following criteria are met:

- a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
 - b. While on a trip into Mexico for 10 days or less.
2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.

Policy Number AS2-Z91-460758-010
Issued by Liberty Mutual Fire Insurance Co.

Schedule

Premium

Liability \$360
Physical Damage \$240
Total Premium \$600 FC

**V. Fellow Employee
Schedule of Employees:**

Not Applicable

XVIII. Drive Other Car Name of Individual	LIAB	MP	UM	UIM	COMP	COLL
Not Applicable						

**XX. Notice of Cancellation or Nonrenewal
Name and Address**

Number of Days

60

This endorsement applies in all states except:

AL, AR, AZ, CA, CO, CT, DC, DE, GA, ID, KS, KY, LA, MI, MN, MO, MT,
NC, ND, NJ, NY, OK, PA, RI, SD, TX, UT, VA, VT, WA, WI, WV, WY.

Policy Number TB2-Z91-460758-020
 Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COMMERCIAL GENERAL LIABILITY
 ADDITIONAL INSURED ENHANCEMENT FOR MANUFACTURERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Blanket Additional Insured Where Required By Written Agreement**
 Lessors of Leased Equipment
 Managers or Lessors of Premises
 Mortgagees, Assignees or Receivers
 Grantor of Franchise
 Vendors
 Any Person or Organization
- Item 2. **Blanket Additional Insured – Grantor Of Permits**
- Item 3. **Other Insurance Amendment**

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Additional Insured by Written Agreement

The following are insureds under the policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. **Lessors of Leased Equipment:** The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. **Managers or Lessors of Premises:** Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or
 - c. Any premises for which coverage is excluded by endorsement.
3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Grantor of Franchise:** Any person(s) or organization(s) but only with respect to their liability as grantor of a franchise to you.
5. **Vendors:** Any person(s) or organization(s) that distributes or sells "your products" in the regular course of their business, hereafter referred to as vendors, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- a. The insurance afforded the vendor does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to the liability for damages that the vendor would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;

- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (a) The exceptions contained in Paragraphs (4) or (6) above; or

- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- b. This insurance does not apply to any insured, person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

6. **Any Person or Organization Other Than a Joint Venture:** Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with premises owned by or rented to you.

This insurance does not apply to:

- a. Any person(s) or organization(s) more specifically covered in Paragraphs 1 through 5 above;
- b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or
- c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1:

1. Applies to the extent permitted by law;
2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy;
3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";
4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and
5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.

Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of Section II - Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and
2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or
3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. **Other Insurance Amendment**

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this policy, this policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

Policy Number TB2-Z91-460758-020
 Issued by Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT FOR MANUFACTURERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

- Item 1. **Reasonable Force**
- Item 2. **Non-Owned Watercraft Extension**
- Item 3. **Damage To Premises Rented To You – Expanded Coverage**
- Item 4. **Bodily Injury To Co-Employees**
- Item 5. **Health Care Professionals As Insureds**
- Item 6. **Knowledge Of Occurrence Or Offense**
- Item 7. **Notice Of Occurrence Or Offense**
- Item 8. **Unintentional Failure To Disclose**
- Item 9. **Bodily Injury Redefined**
- Item 10. **Supplementary Payments – Increased Limits**
- Item 11. **Aircraft With Chartered Crew**
- Item 12. **Property In Your Care, Custody Or Control**
- Item 13. **Mobile Equipment Redefined**
- Item 14. **Newly Formed Or Acquired Entities**
- Item 15. **Waiver Of Right Of Recovery By Written Contract Or Agreement**

Item 1. Reasonable Force

Exclusion a. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

a. **Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. Non-Owned Watercraft Extension

Paragraph (2) of Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than 55 feet long; and
- (b) Not being used to carry persons or property for a charge;

Item 3. Damage To Premises Rented To You – Expanded Coverage

A. The final paragraph of 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

B. Paragraph 6. of Section III – Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You Limit is the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown on the Declarations.

C. Paragraph 9.a. of the definition of "insured contract" in Section V – Definitions is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or subsequent damages resulting from such fire, lightning or explosion including water damage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

D. The paragraph immediately following Paragraph (6) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning or explosion or subsequent damages resulting from such fire, lightning or explosion including water damage) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits of Insurance.

Item 4. **Bodily Injury To Co-Employees**

A. Paragraph 2. of Section II – Who Is An Insured is amended to include:

Each of the following is also an insured:

Your "employees" (other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company)) or "volunteer workers" are insureds while in the course of their employment or while performing duties related to the conduct of your business with respect to "bodily injury":

- (1) To you;
- (2) To your partners or members (if you are a partnership or joint venture);
- (3) To your members (if you are a limited liability company); or
- (4) To a co-"employee" or "volunteer worker" while that co-"employee" or "volunteer worker" is either in the course of his or her employment by you or while performing duties related to the conduct of your business (including participation in any recreational activities sponsored by you).

Paragraph 2.a.(1)(a) of Section II – Who Is An Insured does not apply to "bodily injury" for which insurance is provided by this paragraph.

B. The insurance provided by this Item 4. for "bodily injury" to a co-"employee" or "volunteer worker" will not apply if the injured co-"employee's" or "volunteer worker's" sole remedy for such injury is provided under a workers' compensation law or any similar law.

C. Other Insurance

The insurance provided by this Item 4. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 5. Health Care Professionals As Insureds

A. Paragraph 2.a.(1)(d) of Section II – Who Is An Insured is replaced by the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, any "employee" or "volunteer worker" of the Named Insured who is acting as a Good Samaritan in response to a public or medical emergency or who is a "designated health care provider" is an insured with respect to "bodily injury" and "personal and advertising injury" that:

(i) Arises out of the providing of or failure to provide professional health care services; and

(ii) Occurs in the course of and within the scope of such "employee's" or "volunteer worker's" employment by the Named Insured.

B. With respect to "employees" and "volunteer workers" providing professional health care services, the following exclusions are added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

(1) Liability assumed under an "insured contract" or any other contract or agreement;

(2) Liability arising out of the providing of professional health care services in violation of law;

(3) Liability arising out of the providing of any professional health care services while in any degree under the influence of intoxicants or narcotics;

(4) Liability arising out of any dishonest, fraudulent, malicious or knowingly wrongful act or failure to act; or

(5) Punitive or exemplary damages, fines or penalties.

C. The following definition is added to Section V – Definitions:

"Designated health care provider" means any "employee" or "volunteer worker" of the Named Insured whose duties include providing professional health care services, including but not limited to doctors, nurses, emergency medical technicians or designated first aid personnel.

D. Other Insurance

The insurance provided by this Item 5. is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

Item 6. Knowledge Of Occurrence Or Offense

Knowledge of an "occurrence" or offense by your agent, servant or "employee" will not in itself constitute knowledge by you unless your "executive officer" or "employee" designated by you to notify us of an "occurrence" or offense has knowledge of the "occurrence" or offense.

Item 7. Notice Of Occurrence Or Offense

For purposes of Paragraph 2.a. of Section IV – Commercial General Liability Conditions, you refers to your "executive officer" or "employee" that you have designated to give us notice.

Item 8. Unintentional Failure To Disclose

Unintentional failure of the Named Insured to disclose all hazards existing at the inception of this policy shall not be a basis for denial of any coverage afforded by this policy. However, you must report such an error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 9. Bodily Injury Redefined

The definition of "bodily injury" in Section V – Definitions is replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; and
- b. Mental anguish, shock or humiliation arising out of injury as defined in Paragraph a. above. Mental anguish means any type of mental or emotional illness or distress.

Item 10. Supplementary Payments – Increased Limits

Paragraphs 1.b. and 1.d. of Section I – Supplementary Payments – Coverages A And B are replaced by the following:

- b. Up to \$3,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

Item 11. Aircraft With Chartered Crew

The following is added to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft that you do not own that is:

- (a) Chartered with a pilot by any insured; and
- (b) Not being used to carry any person or property for a charge collected or received by the insured.

Item 12. Property In Your Care, Custody Or Control

A. Paragraphs (3) and (4) of Exclusion j. of Section I – Coverage A – Bodily Injury And Property Damage Liability are deleted.

B. Additional Exclusion

Coverage provided by this endorsement does not apply to "property damage" to property while in transit.

C. Limits of Insurance

Subject to Paragraphs 2., 3., and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by Paragraph A. above is:

\$10,000 Each Occurrence Limit

\$75,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence".

The Aggregate Limit is the most we will pay for the sum of all damages under this Item 12.

D. Other Insurance

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

Item 13. Mobile Equipment Redefined

The definition of "mobile equipment" in Section V – Definitions is amended to include self-propelled vehicles with permanently attached equipment less than 1000 pounds gross vehicle weight that are primarily designed for:

- (1) Snow removal;
- (2) Road maintenance, but not construction or resurfacing; or
- (3) Street cleaning.

Item 14. Newly Formed Or Acquired Entities

A. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until:
 - (1) The 180th day after you acquire or form the organization;
 - (2) Separate coverage is purchased for the organization; or
 - (3) The end of the policy period

whichever is earlier;

b. Section I – Coverage A – Bodily Injury And Property Damage Liability does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Section I – Coverage B – Personal And Advertising Injury Liability does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

B. The insurance afforded to any organization as a Named Insured under this Item 14. does not apply if a Broad Form Named Insured endorsement attached to this policy applies to that organization.

Item 15. Waiver Of Right Of Recovery By Written Contract Or Agreement

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:

We waive any right of recovery because of payments we make under this policy for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" that we may have against any person or organization with whom you have agreed in a written contract or agreement to waive your rights of recovery but only if the "bodily injury" or "property damage" occurs, or offense giving rise to "personal and advertising injury" is committed subsequent to the execution of the written contract or agreement.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 83 WE OH3012

Endorsement Number:

Effective Date: 01/01/20

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: PROFESSIONAL OFFICE SERVICES INC
2757 BURTON AVENUE
WATERLOO IA 50703

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative



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: October 26, 2020
SUBJECT: Tax Increment Financing (TIF) Certification

Certification: Attached is a resolution authorizing the certification of the City's five active TIF districts. Also attached are the required state forms for each district that will need to be filed with Black Hawk County. The certification is for expenses incurred in the College Hill, Downtown, Pinnacle Prairie, Southern, and Unified urban renewal areas.

Inter-fund Loans: You will also note that attached to this information are several resolutions creating inter-fund loans between various funds in the city that have cash flowed these TIF projects. We learned from the State a few years ago that we are required to pass these resolutions in order to create a formal "debt" agreement that can allow these TIF expenses to be reimbursed from the TIF district.

If you have any questions regarding the certification or TIF information, please feel free to contact me.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING CERTIFICATION OF ELIGIBLE EXPENSES FOR REIMBURSEMENT FROM THE COLLEGE HILL, DOWNTOWN, PINNACLE PRAIRIE, SOUTH CEDAR FALLS, AND UNIFIED TAX INCREMENT FINANCING REVENUES

WHEREAS, the City of Cedar Falls has legally created Tax Increment Financing Districts in its College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified areas; and

WHEREAS, the City of Cedar Falls including the Cedar Falls Utilities have expended funds to construct infrastructure improvements within and benefiting each of the Tax Increment Districts; and

WHEREAS, the City Council intends to certify to Black Hawk County and the State of Iowa that the attached expenses have been incurred and are legally eligible to be reimbursed from revenues generated by each respective Tax Increment Financing District;

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

1. That the City Council of the City of Cedar Falls, Iowa, finds that the attached listing of expenses are eligible to be reimbursed from Tax Increment Financing District (TIF) revenues.
2. That the City of Cedar Falls and the Cedar Falls Utilities (a legal entity of the City of Cedar Falls as provided by State Code) have financed the cost of the listed expenditures which have paid for land, loans, services or infrastructure from various revenue sources.
3. All infrastructure construction, land acquisition, professional services (legal, financial, inspection, survey and engineering), financing expenses, economic development loan and incentive expenditures certified for reimbursement are eligible activities cited by the City's respective Urban Renewal Area Plans for the Cedar Falls College Hill, Downtown, Pinnacle Prairie, South Cedar Falls, and Unified areas. The eligible activities are specifically noted in each plan within the "Type of Proposed Renewal Actions" section.
4. The City Council and the Utilities Trustees authorized the advancing of these financial resources to construct the necessary infrastructure, purchase land, design & inspect public improvements, extend economic development loans & incentives, incur interest expenses on advances and professional fees (legal, financial and engineering) that enhance development within each of the respective TIF districts.
5. The City's Director of Finance & Business Operations is directed to file the appropriate forms with Black Hawk County and the State of Iowa that duly certify the attached list of improvements as TIF district obligations that are to be repaid from TIF revenues from the respective district for which the obligation was incurred.

6. Upon receipt of the TIF property tax reimbursement annually from Black Hawk County for financing the TIF improvements, which were duly certified; the Director of Finance & Business Operations is directed to deposit the funds reimbursed into the accounts that advanced the financing for the initial expenditure.

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Daniels, MMC, City Clerk

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls College Hill

Urban Renewal Area Number: 07042 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 179,107

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2020

Signature of Authorized Official Telephone 319-273-8600

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls College Hill

Urban Renewal Area Number: 07042 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>2024 College Street Project</u> <u>Rebate to CV Commercial</u> 	<u>08/12/13</u>	<u>13,436</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>2215 College Street Project</u> <u>Rebate to CV Commercial</u> 	<u>04/22/13</u>	<u>18,375</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. <u>917 W 23rd Street Project</u> <u>Rebate to CV Commercial</u> 	<u>05/02/16</u>	<u>29,401</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. <u>2125 College Street Project</u> <u>Rebate to Zheng Development</u> 	<u>12/08/17</u>	<u>12,619</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. <u>Legal Fees</u> 	<u>11/16/20</u>	<u>2,134</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 75,965

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls College Hill

Urban Renewal Area Number: 07042 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. College Hill Visioning Project	01/01/20	5,000

'X' this box if a rebate agreement. List administrative details on lines above.

7. Surveillance Cameras	01/01/20	98,142

'X' this box if a rebate agreement. List administrative details on lines above.

8.		

'X' this box if a rebate agreement. List administrative details on lines above.

9.		

'X' this box if a rebate agreement. List administrative details on lines above.

10.		

'X' this box if a rebate agreement. List administrative details on lines above.

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 103,142

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS COLLEGE HILL TIF PROJECT CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Legal Fees	11/11	\$8,158.68
Legal Fees	11/12	\$6,539.28
Legal Fees	11/13	\$1,294.96
Legal Fees	11/15	\$5,355.01
Administrative Costs	11/15	\$7,462.24
Legal Fees	11/16	\$296.00
Administrative Costs	11/16	\$3,321.13
Administrative Costs	11/17	\$2,852.43
CV Commercial	11/17	\$12,363.00
CV Commercial	11/17	\$16,374.93
CV Commercial	11/19	\$33,912.22
CV Commercial	11/19	\$25,352.06
CV Commercial	11/20	\$29,400.95
CV Commercial	11/20	\$18,375.29
CV Commercial	11/20	\$13,436.40
Zheng Development	11/20	\$12,618.66
Legal Fees	11/20	\$2,134.11
College Hill Visioning	11/20	\$5,000.00
Surveillance Cameras	11/20	\$98,141.80
TOTAL		\$302,389.15

COLLEGE HILL TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2020	\$85,666.64

COLLEGE HILL TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2020 - JUNE, 2021	\$37,615.17

COLLEGE HILL TIF BALANCE	
COLLEGE HILL TIF BALANCE	\$179,107.34

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 2,776,608

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2020

Signature of Authorized Official Telephone 319-273-8600

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. River Place Development Property Tax Rebate in accordance with developmental agreement	07/16/12	404,663
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Cedar Falls Development Group - Annex Property Tax Rebate in accordance with developmental agreement	03/07/14	8,887
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Downtown Visioning Costs associated with consultant to development vision plan	02/18/19	18,985
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Mill Race Incentive payments associated with Mill Race project	12/18/17	33,000
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Downtown Legal Fees associated with River Place development project	11/16/20	15,259
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 480,794

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Urban TIF

Urban Renewal Area Number: 07019 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. <u>Parking Improvements</u> <u>Costs associated with parking improvements, including signage, and lot improvements</u>	<u>01/20/20</u>	<u>12,259</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. <u>Streetscape</u> <u>Costs associated with the new streetscape and brick replacement project</u>	<u>05/06/19</u>	<u>2,279,800</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. <u>Linderbaum - 115 E 2nd Street</u> <u>Property Tax Rebate in accordance with developmental agreement</u>	<u>08/01/16</u>	<u>3,755</u>
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 2,295,814

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS DOWNTOWN TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Flood Levy	11/00	\$0.00
State Street Land Acquisition	11/01	\$161,234.00
Community Center	11/02	\$92,650.80
Community Center	11/03	\$726,800.16
Acquisition Costs	11/03	\$12,112.41
Black Hawk Hotel	11/03	\$117,000.00
Electric Transformers	11/03	\$184,682.77
Electric Line Extensions	11/03	\$296,183.62
Street Lighting	11/03	\$8,551.00
Communication Service	11/03	\$58,449.21
Gas Service	11/03	\$601,750.78
Water Service	11/03	\$68,317.75
State Street Land Acquisition	11/04	\$1,200.00
Community Center	11/04	(\$54,607.51)
Community Center	11/05	(\$16,435.54)
State Street Land Acquisition	11/05	\$74,507.90
Electrical Line Extensions	11/05	\$14,042.00
Water Service	11/05	\$84,458.00
Communication Service	11/06	\$12,927.50
State Street Development	11/07	\$35,015.04
Electric Line Extensions	11/07	\$8,230.05
Electric Transformers	11/07	\$9,462.66
Gas Main & Services	11/07	\$289.66
Water Mains	11/07	\$3,498.92
Railroad Crossings	11/07	\$408,903.91
Downtown Streetscape	11/08	\$1,338,166.43
Electric Line Extensions	11/08	\$98,048.45
Electric Transformers	11/08	\$18,013.24
Gas Main & Services	11/08	\$443.97
Communication Service	11/08	\$7,448.12
Railroad Crossings	11/08	(\$26,189.72)
Washington Street	11/10	\$498,793.86
State Street	11/10	\$329,502.30
Downtown Streetscape	11/10	\$31,937.70
Electric Line Extensions	11/10	\$244,156.67
Gas Main & Services	11/10	\$4,605.66
Communication Service	11/10	\$33,823.35
Streetscape Maintenance	11/11	\$1,535.18
State Street	11/11	\$468,223.48

Broom Factory	11/11	\$4,092.63
Treatment Facility	11/11	\$244,967.00
Electric Transformers	11/11	\$17,577.66
Gas Main & Services	11/11	\$212.77
Water Mains	11/11	\$181,620.14
Communication Service	11/11	\$24,058.62
State Street	11/12	(\$42,223.13)
River Place Development	11/12	\$74,679.21
Treatment Facility	11/12	\$3,755,033.00
Street Lighting	11/12	\$21,406.50
Electric Transformers	11/12	\$80,369.00
Communication Fiber	11/12	\$96,599.77
River Place Development	11/13	\$4,560.78
Administrative Costs	11/13	\$5,526.00
Electric Transformers	11/13	\$35,725.27
Electric Line Extensions	11/13	\$43,346.56
Communication Service	11/13	\$5,362.68
River Place Development	11/14	\$78.00
Annex	11/14	\$737.00
Legal Fees	11/14	\$11,203.60
Electric Line Extensions	11/14	\$30,808.84
Administrative Costs	11/14	\$26,133.19
River Place Development	11/15	\$1,927.50
Annex	11/15	\$395.00
Administrative Costs	11/15	\$18,679.32
Legal Fees - River Place Dev	11/16	\$6,288.66
River Place Rebate	11/16	\$43,791.91
Legal Fees	11/16	\$1,908.11
Miscellaneous	11/16	\$154.03
Administrative Costs	11/16	\$8,920.89
Gas Main & Services	11/16	\$13,501.79
Electric Line Extensions	11/16	\$29,531.66
Water Mains	11/16	\$190,952.78
River Place Rebate	11/17	\$148,981.04
Legal Fees	11/17	\$277.00
Administrative Costs	11/17	\$4,651.28
Electric Line Extensions	11/17	\$103,940.10
River Place Rebate	11/18	\$164,642.73
Annex Rebate	11/18	\$7,320.26
Administrative Costs	11/18	\$1,262.50
River Place	11/18	\$3,282.22
Mill Race	11/18	\$37,879.36
River Place Rebate	11/19	\$243,819.63
Annex Rebate	11/19	\$9,089.60
Administrative Costs	11/19	\$872.29
Mill Race	11/19	\$33,000.00
Peter Melendy Park	11/19	\$16,729.81
100 Block Alley	11/19	\$71,476.18

Streetscape	11/19	\$173,579.68
Downtown Visioning	11/19	\$45,962.69
River Place Rebate	11/20	\$404,663.00
Annex Rebate	11/20	\$8,887.32
Legal Fees - River Place Dev	11/20	\$15,259.00
Mill Race	11/20	\$33,000.00
Streetscape	11/20	\$2,279,799.47
Downtown Visioning	11/20	\$18,985.00
Parking Improvements	11/20	\$12,258.98
115 E 2nd St. Rebate	11/20	\$3,755.31
TOTAL		\$14,739,034.97

CITY OF CEDAR FALLS DOWNTOWN TIF DEBT CERTIFIED WITH THE COUNTY		
DEBT OBLIGATION	DATE CERTIFIED	AMOUNT CERTIFIED
1997 GO Bonds	11/00	\$496,726.00
1998 GO Bonds	11/00	\$1,363,226.00
2004 GO Bonds	11/05	\$88,836.91
2004 GO Bonds - Additional	11/06	\$7,177.87
Refunding of 97 & 98	11/06	(\$1,859,952.00)
2006A Bonds Refunded 97 & 98	11/06	\$1,556,392.07
2012 Notes	11/12	\$1,518,880.17
TOTAL		\$1,614,320.08

DOWNTOWN TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2020	\$13,147,908.03

DOWNTOWN TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2020 - JUNE, 2021	\$404,684.58

DOWNTOWN TIF BALANCE	
DOWNTOWN TIF BALANCE	\$2,800,762.44

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Pinnacle Prairie

Urban Renewal Area Number: 07039 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 24,859

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2020

Signature of Authorized Official

319-273-8600

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Pinnacle Prairie

Urban Renewal Area Number: 07039 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Prairie Parkway Landscaping</u> <u>Landscaping associated with Prairie Parkway</u>	<u>06/06/16</u>	<u>24,859</u>
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 24,859

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS PINNACLE PRAIRIE TIF PROJECT CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Legal Fees	11/10	\$3,079.90
Adjustment per BHC not to collect small amount		(\$79.13)
Water Mains	11/12	\$4,747.79
Prairie Parkway Extension	11/13	\$113,342.11
Legal Fees	11/13	\$2,539.44
Prairie Parkway Extension	11/14	\$1,750,949.77
Project Staff Costs	11/14	\$12,995.87
Legal Fees	11/14	\$12,980.63
Prairie Parkway Extension	11/15	\$448,303.90
Project Staff Costs	11/15	\$5,073.56
Legal Fees	11/15	\$1,151.26
Administrative Costs	11/15	\$3,054.48
Prairie Parkway Extension	11/16	\$726.00
Prairie Parkway Viking	11/16	\$771.17
Legal Fees	11/16	\$944.50
Administrative Costs	11/16	\$3,810.33
Gas Mains	11/16	\$29,951.73
Prairie Parkway Viking	11/17	\$6,334.72
Legal Fees	11/17	\$1,013.50
Administrative Costs	11/17	\$1,283.47
Gas Mains	11/17	\$19,681.59
Electric Lines	11/17	\$60,865.48
Prairie Parkway Viking	11/18	\$2,321.04
Electric Lines	11/18	\$34,317.08
Prairie Parkway Viking	11/19	\$1,464.63
Electric Lines	11/19	\$110,556.77
Prairie Parkway Landscaping	11/20	\$24,858.62
TOTAL		\$2,657,040.21

PINNACLE PRAIRIE TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2020	\$2,569,853.17

PINNACLE PRAIRIE TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2020 - JUNE, 2021	\$61,435.60

PINNACLE PRAIRIE TIF BALANCE	
PINNACLE PRAIRIE TIF BALANCE	\$25,751.44

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls South Cedar Falls

Urban Renewal Area Number: 07048 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 575,359

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2020

Signature of Authorized Official Telephone 319-273-8600

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls South Cedar Falls

Urban Renewal Area Number: 00000 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Gibson Master Plan Master planning services for the 157 acres of city-owned property.	01/07/19	6,654
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Gateway Business Park Costs associated with infrastructure	06/03/18	156,951
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Ridgeway Avenue Reconstructino of Ridgeway Avenue	12/03/18	290,327
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Cyber Lane Costs for street construction and related legal proceedings	09/03/19	116,567
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Miscellaneous Miscellaneous costs related to urban renewal area	11/16/20	4,860
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 575,359

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF CEDAR FALLS SOUTH CEDAR FALLS TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
Master Plan	11/19	\$130,265.70
Miscellaneous	11/19	\$7,885.92
Master Plan	11/20	\$6,654.30
Ridgeway Avenue	11/20	\$290,326.77
Gateway Business Park	11/20	\$156,950.95
Cyber Lane	11/20	\$116,566.62
Miscellaneous	11/20	\$4,860.00
TOTAL		\$713,510.26

SOUTH CEDAR FALLS TIF REVENUES RECEIVED	
TIF REVENUES - OCT., 2020	\$39,906.46

SOUTH CEDAR FALLS TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2020 - JUNE, 2021	\$65,970.54

SOUTH CEDAR FALLS TIF BALANCE	
SOUTH CEDAR FALLS TIF BALANCE	\$607,633.26

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 4,189,443

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this 2nd day of November, 2020

Signature of Authorized Official

319-273-8600
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Legal Fees Legal fees, appraisals, recording, & abstract fees associated with Unified urban renewal area.	11/16/20	6,392
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Six Kids Property tax rebate to Six Kids - 1304 Technology Parkway	06/20/16	32,210
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Highway 58 Intersection Improvements Highway 58 Intersection Improvements - Consultant and construction costs as part of the IDOT project.	12/10/12	3,748,333
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. RBJB Property tax rebate to RBJB - 1024 Nordic Drive	08/03/15	71,453
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Industrial Park Expansion Street infrastructure design and construction	03/18/19	97,906
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 3,956,294

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. Land Acquisition Purchase of land and costs associated with the land acquisition	11/5/18 & 11/19/18	6,754
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
7. University Avenue Phase III Street infrastructure - Design, Construction, & Staff time associated with Phase III of this project. Phase III is located in this urban renewal area	04/18/16	89,341
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
8. West Viking Road Reconstruction Street infrastructure - Design and construction costs	12/02/19	137,054
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
9.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
10.		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 233,149

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER CERTIFICATION TO COUNTY AUDITOR Use One Certification Per Urban Renewal Area

City: Cedar Falls County: Black Hawk

Urban Renewal Area Name: Cedar Falls Unified

Urban Renewal Area Number: 07043 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Table with 2 columns: Individual TIF Indebtedness Type/Description/Details and Amount Reduced. Includes entry for 'Early Call in of Outstanding Debt and savings on interest costs' with amount -268,096 and a total reduction of -268,096.

Dated this 2nd day of November, 2020

Signature of Authorized Official Telephone 319-273-8600

CITY OF CEDAR FALLS UNIFIED TIF PROJECTS CERTIFIED WITH THE COUNTY		
PROJECT	DATE CERTIFIED	AMOUNT CERTIFIED
TOTAL - Industrial Park	Pre 2013	\$40,961,748.13
TOTAL - Northern	Pre 2013	\$1,973,814.94
Northern Industrial Park	11/13	\$283,653.46
Hwy 58 Corridor Improvements	11/13	\$14,450.48
Hwy 58 Pedestrian Bridge	11/13	\$1,006,903.87
West Viking Road	11/13	\$1,032,453.36
Miscellaneous & Legal	11/13	\$39,394.43
Bluff St. Lift Station	11/13	\$1,040,000.00
Public Works Complex	11/13	(\$964,579.39)
Commerce Drive	11/13	\$27,579.98
Kaplan University	11/13	\$80,569.00
Reel Deal	11/13	\$68,758.00
Aerial Services	11/13	\$12,705.00
Universal Industries	11/13	\$19,200.00
Target	11/13	\$623,000.00
Lot Sales	11/13	(\$166,750.00)
Electric Line Extensions	11/13	\$352,175.97
Electric Transformers	11/13	\$1,421,525.86
Gas Main & Services	11/13	\$43,686.33
Communication Fiber	11/13	\$25,700.81
Generation	11/13	\$10,226,298.17
Northern Miscellaneous	11/14	\$19,290.00
Northern LOMR	11/14	\$3,793.79
Northern Signage	11/14	\$34,050.00
Northern Industrial Park	11/14	(\$136,629.17)
West Viking Road	11/14	\$1,107,945.67
Viking Road Reconstruction	11/14	\$1,232,706.53
Hwy 58 Corridor Improvements	11/14	\$40,110.22
Hwy 58 Pedestrian Bridge	11/14	\$58,556.97
Legal Fees	11/14	\$3,674.57
EIC	11/14	\$108,801.00
Reel Deal	11/14	\$66,848.00

Aerial Services	11/14	\$12,705.00
Universal Industries	11/14	\$14,400.00
Target	11/14	\$467,000.00
Water Main & Services	11/14	\$174,969.57
Generation	11/14	\$8,254,927.46
Administrative Costs	11/14	\$40,799.73
Lot Sales	11/14	(\$76,750.00)
Northern Miscellaneous	11/15	\$40,930.00
Northern LOMR/Map	11/15	\$6,394.75
Greenhill Road	11/15	\$228,465.97
Street Restoration - Ind Park	11/15	\$356,244.93
West Viking Road	11/15	\$190,933.35
Viking Road Reconstruction	11/15	\$96,365.83
Hwy 58 Corridor Improvements	11/15	\$40,087.98
Hwy 58 Pedestrian Bridge	11/15	(\$17,765.89)
Legal Fees	11/15	\$15,243.44
EIC	11/15	\$81,806.40
Reel Deal	11/15	\$62,793.00
Aerial Services	11/15	\$12,705.00
Universal Industries	11/15	\$9,600.00
Target	11/15	\$300,877.80
Principal	11/15	\$140,871.00
Administrative Costs	11/15	\$36,457.96
Lot Sales	11/15	(\$327,020.00)
Northern Miscellaneous	11/16	\$20,755.50
Street Restoration - Ind Park	11/16	\$284,598.65
West Viking Road	11/16	\$389.30
Viking Road Reconstruction	11/16	\$81,783.51
Hwy 58 Corridor Improvements	11/16	\$17,863.73
Ind. Park Patching & Maint	11/16	\$344,160.79
Legal Fees	11/16	\$8,453.45
Miscellaneous	11/16	\$3,500.00
EIC	11/16	\$57,538.80
Reel Deal	11/16	\$132,019.99
Aerial Services	11/16	\$23,912.00
Universal Industries	11/16	\$4,800.00
Target	11/16	\$142,419.90
Principal	11/16	\$105,986.40
Administrative Costs	11/16	\$39,575.67
Land Acquisition	11/16	\$1,043,704.00

Lot Sales	11/16	\$0.00
Gas Main & Services	11/16	\$42,545.77
Electric Line Extensions	11/16	\$24,987.15
Northern Miscellaneous	11/17	\$20,905.50
University Avenue Phase III	11/17	\$145,022.53
Hwy 58 Corridor Improvements	11/17	\$4,095.49
Ind. Park Patching & Maint	11/17	\$9,525.46
Legal Fees	11/17	\$469.50
Miscellaneous	11/17	\$175.00
EIC	11/17	\$37,760.40
Reel Deal	11/17	\$130,308.07
Aerial Services	11/17	\$22,894.00
Principal	11/17	\$78,383.70
Dry Run Creek Sanitary Sewer	11/17	\$4,500,000.00
Administrative Costs	11/17	\$28,450.86
Land Acquisition	11/17	\$4,868.00
Northern Miscellaneous	11/18	\$20,755.50
University Avenue Phase III	11/18	\$3,361,595.85
Hwy 58 Corridor Improvements	11/18	\$3,896,134.23
Ind. Park Patching & Maint	11/18	\$18,914.15
Legal Fees	11/18	\$11,909.70
Land Acquisition	11/18	\$4,810.00
EIC	11/18	\$19,705.20
Reel Deal	11/18	\$14,644.80
Principal	11/18	\$54,540.00
Administrative Costs	11/18	\$14,330.36
Lot Sales	11/18	(\$88,013.00)
Northern Miscellaneous	11/19	\$20,755.50
University Avenue Phase III	11/19	(\$50,000.00)
Hwy 58 Corridor Improvements	11/19	\$3,748,333.33
Legal Fees	11/19	\$11,841.85
Principal	11/19	\$27,350.00
Industrial Park Expansion	11/19	\$61,961.35
Land Acquisition	11/19	\$4,197,445.97
Gas Main & Services	11/19	\$87,773.18
Electric Services	11/19	\$259,806.07
Water Main & Services	11/19	\$707,340.35
Communication Services	11/19	\$92,730.57
Industrial Park Expansion	11/20	\$97,905.68
University Avenue Phase III	11/20	\$89,340.91

Hwy 58 Corridor Improvements	11/20	\$3,748,333.34
Legal Fees	11/20	\$6,392.00
Six Kids	11/20	\$32,210.35
RBJB	11/20	\$71,453.07
Land Acquisition	11/20	\$6,754.00
West Viking Road	11/20	\$137,054.00
TOTAL		\$98,870,440.69

CITY OF CEDAR FALLS UNIFIED TIF DEBT CERTIFIED WITH THE COUNTY		
DEBT OBLIGATION	DATE CERTIFIED	AMOUNT CERTIFIED
TOTAL - Industrial Park	Pre 2013	\$14,566,806.26
TOTAL - Northern	Pre 2013	\$2,094,273.29
Debt Called In		(\$268,095.79)
TOTAL		\$16,392,983.76

UNIFIED TIF REVENUES RECEIVED	
TIF REVENUES - SEPT., 1992 - OCT., 2020 - TOTAL	\$84,002,095.75

UNIFIED TIF REVENUES - ESTIMATED	
TIF REVENUES - NOV., 2020 - JUNE, 2021	\$1,647,375.19

UNIFIED TIF BALANCE	
UNIFIED TIF BALANCE	\$29,613,953.51

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the TIF Bond Fund has cash flowed legal fees, incentive payments, and project costs related to Downtown Visioning and the Downtown Streetscape all in the Downtown Urban Renewal area; and

WHEREAS, the City has determined that the aforementioned fees, payments, and project costs are eligible TIF expenditures in the Downtown Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Downtown Urban Renewal area in the amount of Two Million, Three Hundred and Fourteen Thousand, Forty-Three and Forty-Seven Cents (\$2,314,043.47) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Two Million, Three Hundred and Fourteen Thousand, Forty-Three and Forty-Seven Cents (\$2,314,043.47) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE PARKING FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS

WHEREAS, the Parking Fund has cash flowed project costs related to parking improvements in the Downtown Urban Renewal area; and

WHEREAS, the City has determined that the aforementioned fees, payments, and project costs are eligible TIF expenditures in the Downtown Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the Parking Fund for TIF revenues collected in the Downtown Urban Renewal area in the amount of Twelve Thousand, Two Hundred, Fifty-Eight Dollars and Ninety-Eight Cents (\$12,258.98) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Twelve Thousand, Two Hundred, Fifty-Eight Dollars and Ninety-Eight Cents (\$12,258.98) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the Parking Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS

WHEREAS, the TIF Bond Fund has cash flowed the Prairie Parkway landscaping project; and

WHEREAS, the City has determined that the aforementioned project is an eligible TIF expenditures in the Pinnacle Prairie Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Pinnacle Prairie Urban Renewal area in the amount of Twenty-Four Thousand, Eight Hundred, Fifty-Eight Dollars and Sixty-Two Cents (\$24,858.62) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Twenty-Four Thousand, Eight Hundred, Fifty-Eight Dollars and Sixty-Two Cents (\$24,858.62) for assisting in the completion of the project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the TIF Bond Fund has cash flowed legal, construction, oversizing costs, master plans, and administrative fees related to the Gateway Business Park , Cyber Lane, and various projects in the South Cedar Falls Urban Renewal area; and

WHEREAS, the City has determined that the aforementioned fees, payments, and project costs are eligible TIF expenditures in the South Cedar Falls Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the South Cedar Falls Urban Renewal area in the amount of Two Hundred, Eighty Thousand, One Hundred, Seventy-One Dollars and Eighty-Seven Cents (\$280,171.87) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Two Hundred, Eighty Thousand, One Hundred, Seventy-One Dollars and Eighty-Seven Cents (\$280,171.87) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS

WHEREAS, the Economic Development Fund has cash flowed the purchase of land and related expenses in the South Cedar Falls Urban Renewal area; and

WHEREAS, the City has determined that the aforementioned project and the related legal and administrative fees associated with the land purchase are eligible TIF expenditures in the South Cedar Falls Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the Economic Development Fund for TIF revenues collected in the South Cedar Falls Urban Renewal area in the amount of Four Thousand, Eight Hundred, and Sixty Dollars (\$4,860.00) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Four Thousand, Eight Hundred, and Sixty Dollars (\$4,860.00) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the Economic Development Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE LOCAL OPTION SALES TAX (LOST) FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the LOST Fund has cash flowed legal, engineering, construction, and administrative fees related to the Ridgeway Avenue project in the South Cedar Falls Urban Renewal area; and

WHEREAS, the City has determined that the aforementioned fees, payments, and project costs are eligible TIF expenditures in the South Cedar Falls Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the LOST Fund for TIF revenues collected in the South Cedar Falls Urban Renewal area in the amount of Two Hundred, Ninety Thousand, Three Hundred, Twenty-Six Dollars and Seventy-Seven Cents (\$290,326.77) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Two Hundred and Ninety Thousand, Three Hundred, Twenty-Six Dollars and Seventy-Seven Cents (\$290,326.77) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the LOST Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN
FROM THE TIF BOND FUND OF THE CITY OF CEDAR FALLS
TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS**

WHEREAS, the TIF Bond Fund has cash flowed the Highway 58 Corridor Improvements, West Viking Road, Industrial Park Street Expansion, and administrative and legal fees in the urban renewal area; and

WHEREAS, the City has determined that the aforementioned projects are eligible TIF expenditures in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the TIF Bond Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Three Million, Nine Hundred and Eighty-Nine Thousand, Six Hundred, Eighty-Five Dollars and Two Cents (\$3,989,685.02) for these projects; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Three Million, Nine Hundred and Eighty-Nine Thousand, Six Hundred, Eighty-Five Dollars and Two Cents (\$3,989,685.02) for assisting in the completion of these projects is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the TIF Bond Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE ECONOMIC DEVELOPMENT FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS

WHEREAS, the Economic Development Fund has cash flowed the purchase of land in the urban renewal area; and

WHEREAS, the City has determined that the aforementioned project and the related legal and administrative fees associated with the land purchase is an eligible TIF expenditure in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the Economic Development Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Six Thousand, Seven Hundred, and Fifty-Four Dollars (\$6,754.00) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Six Thousand, Seven Hundred, and Fifty-Four Dollars (\$6,754.00) for assisting in the completion of this project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the Economic Development Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING AN INTER-FUND LOAN FROM THE STREET IMPROVEMENT FUND OF THE CITY OF CEDAR FALLS TO THE TAX INCREMENT FINANCING (TIF) FUND OF THE CITY OF CEDAR FALLS

WHEREAS, the Street Improvement Fund has cash flowed the University Avenue Reconstruction Phase III project; and

WHEREAS, the City has determined that the aforementioned project is an eligible TIF expenditure in the Unified Urban Renewal area; and

WHEREAS, the City Council desires to reimburse the Street Improvement Fund for TIF revenues collected in the Unified Urban Renewal area in the amount of Eighty-Nine Thousand, Three Hundred, Forty Dollars and Ninety-One Cents (\$89,340.91) for this project; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a TIF inter-fund loan in an amount of Eighty-Nine Thousand, Three Hundred, Forty Dollars and Ninety-One Cents (\$89,340.91) for assisting in the completion of the this project is hereby approved and authorized in accordance with the criteria stated above; and

BE IT FURTHER RESOLVED, that this amount loaned from the Street Improvement Fund to the TIF Fund shall be repaid as the TIF revenues are collected

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Green & City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: October 26, 2020
SUBJECT: State TIF Report

As you are aware, HF 2460 was passed a few years back that requires cities with active Urban Renewal Areas to provide specified information concerning active Urban Renewal Areas and any associated Tax Increment Financing Districts. Attached for your review is the annual report that the City is required to complete. The report does require approval by Council and is due December 1, 2020. After approval, the report will be filed with the Department of Management through their on-line reporting system.

The report takes into account the TIF activities during the fiscal year ended June 30, 2020. The report includes the following TIF districts that were active during FY20:

- College Hill
- Downtown
- Pinnacle Prairie
- Unified Highway 58 Corridor

If you have any questions, please feel free to contact me.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING SUBMISSION OF THE CITY'S FY20 ANNUAL URBAN RENEWAL REPORT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing submission of the City's FY20 Annual Urban Renewal Report for the City of Cedar Falls to the Iowa Department of Management, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize submission of said report,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA that said report is hereby approved and authorized for submission to the Iowa Department of Management.

ADOPTED this 2nd day of November 2020.

Robert M. Green, Mayor

ATTEST:

Jacqueline Danielsen, MMC, City Clerk

Levy Authority Summary

Local Government Name: CEDAR FALLS
 Local Government Number: 07G046

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
CEDAR FALLS URBAN RENEWAL	07019	3
CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL	07039	4
CEDAR FALLS COLLEGE HILL TIF	07042	2
CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR	07043	8

TIF Debt Outstanding: 32,360,365

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: 0 0 **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 2,896,816
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 2,896,816

Rebate Expenditures: 199,477
 Non-Rebate Expenditures: 2,697,339
 Returned to County Treasurer: 0
Total Expenditures: 2,896,816

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: 0 0 **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 29,463,549

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL
 UR Area Number: 07019

UR Area Creation Date: 11/1986

UR Area Purpose: This urban renewal area was created to revitalize and redevelop the City's central business district (Downtown).

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UR TIF INCR	070105	070106	0
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS TIF SSMID INCR	070177	070178	6,433,789
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS UR DOWNTOWN TIF AMD3 INCR	070313	070314	0

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	22,413,440	53,620,053	1,768,560	0	-7,408	84,331,702	0	84,331,702
Taxable	0	12,757,285	48,258,051	1,591,704	0	-7,408	67,502,439	0	67,502,439
Homestead Credits									28

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: 0 0 **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 186,410
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 186,410

Rebate Expenditures: 110,588
 Non-Rebate Expenditures: 75,822
 Returned to County Treasurer: 0
Total Expenditures: 186,410

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: 0 0 **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Projects For CEDAR FALLS URBAN RENEWAL

Waste Water Treatment Facility

Description:	Disinfection Project at Wastewater Treatment Facility
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	Yes

Electric Extensions

Description:	Electrical Upgrades in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Gas Services

Description:	Gas Services in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

Water Extensions

Description:	Water Extensions in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

Communication Services

Description:	Communication Services in Downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

River Place Development

Description:	River Place Development
	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Administrative Fees

Description:	Staff costs related to urban renewal area
Classification:	Administrative expenses
Physically Complete:	Yes

Payments Complete: No

Street Lighting

Description: Street Lighting
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: No

State Street Development

Description: State Street Development
 Classification: Mixed use property (ie: a significant portion is residential and significant portion is commercial)
 Physically Complete: Yes
 Payments Complete: No

Annex

Description: Annex Development Group
 Classification: Commercial - office properties
 Physically Complete: Yes
 Payments Complete: No

Mill Race

Description: Mill Race Incentives
 Classification: Administrative expenses
 Physically Complete: Yes
 Payments Complete: No

Debts/Obligations For CEDAR FALLS URBAN RENEWAL

Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	299,995
Interest:	0
Total:	299,995
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2021

CFU-Electric Utility

Debt/Obligation Type:	Internal Loans
Principal:	33,398
Interest:	0
Total:	33,398
Annual Appropriation?:	No
Date Incurred:	11/26/2012
FY of Last Payment:	2020

General Fund

Debt/Obligation Type:	Internal Loans
Principal:	45,963
Interest:	0
Total:	45,963
Annual Appropriation?:	No
Date Incurred:	11/25/2013
FY of Last Payment:	2021

Property Tax Rebates

Debt/Obligation Type:	Internal Loans
Principal:	424,872
Interest:	0
Total:	424,872
Annual Appropriation?:	No
Date Incurred:	06/06/2016
FY of Last Payment:	2027

Non-Rebates For CEDAR FALLS URBAN RENEWAL

TIF Expenditure Amount:	3,282
Tied To Debt:	Bond Fund
Tied To Project:	River Place Development
TIF Expenditure Amount:	0
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Waste Water Treatment Facility
TIF Expenditure Amount:	0
Tied To Debt:	General Fund
Tied To Project:	Administrative Fees
TIF Expenditure Amount:	0
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Gas Services
TIF Expenditure Amount:	0
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Water Extensions
TIF Expenditure Amount:	0
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Communication Services
TIF Expenditure Amount:	33,398
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Electric Extensions
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Annex
TIF Expenditure Amount:	1,263
Tied To Debt:	Bond Fund
Tied To Project:	Administrative Fees
TIF Expenditure Amount:	37,879
Tied To Debt:	Bond Fund
Tied To Project:	Mill Race

Rebates For CEDAR FALLS URBAN RENEWAL

River Place Properties

TIF Expenditure Amount:	103,268
Rebate Paid To:	River Place Properties LLC
Tied To Debt:	Property Tax Rebates
Tied To Project:	River Place Development
Projected Final FY of Rebate:	2027

Annex

TIF Expenditure Amount:	7,320
Rebate Paid To:	Cedar Falls Development Group
Tied To Debt:	Property Tax Rebates
Tied To Project:	Annex
Projected Final FY of Rebate:	2022

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UR TIF INCR
 TIF Taxing District Inc. Number: 070106
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	11/1986
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,601,070	2,014,759	0	0	-7,408	15,707,132	0	15,707,132
Taxable	0	7,741,453	1,813,283	0	0	-7,408	9,621,362	0	9,621,362
Homestead Credits									25

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	1,833,420	9,621,362	0	9,621,362	261,794

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS TIF SSMID INCR
 TIF Taxing District Inc. Number: 070178
 TIF Taxing District Base Year: 1983
 FY TIF Revenue First Received: 2001
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	11/1986
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	8,812,370	51,605,294	1,768,560	0	0	68,624,570	0	68,624,570
Taxable	0	5,015,832	46,444,768	1,591,704	0	0	57,881,077	0	57,881,077
Homestead Credits									3

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	12,414,280	56,210,290	6,433,789	49,776,501	1,548,032

FY 2020 TIF Revenue Received: 186,410

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS URBAN RENEWAL (07019)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS UR DOWNTOWN TIF
 AMD3 INCR
 TIF Taxing District Inc. Number: 070314
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	0	0	0	0	0

FY 2020 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL
 UR Area Number: 07039
 UR Area Creation Date: 01/2007

The purpose of this urban renewal area is for economic development in the Pinnacle Prairie development. The area is to promote large-scale, well-planned, land use compatible, mixed-use commercially taxed construction activity.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	070281	070282	0
CEDAR FALLS CITY AG/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	070283	070284	0
CEDAR FALLS CITY/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	070285	070286	0
CEDAR FALLS CITY AG/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR TIF INCR	070287	070288	0

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	695,570	63,514,620	43,202,400	0	0	-87,044	117,115,956	0	117,115,956
Taxable	390,441	36,151,249	38,882,160	0	0	-87,044	82,679,614	0	82,679,614
Homestead Credits									178

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: 0 0 **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: 0 0 **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Projects For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

Water Mains

Description:	Water mains installed in Pinnacle Prairie
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Prairie Parkway Extension

Description:	Prairie Parkway Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Legal Fees

Description:	Legal Fees
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Administrative Costs

Description:	Staff Administrative Costs
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	Yes

Gas Mains

Description:	Gas mains installed in Pinnacle Prairie
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Electrical Lines

Description:	Electrical Lines installed as part of Prairie Parkway
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Prairie Parkway & Viking

Description:	Prairie Parkway & Viking
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	12/08/2012
FY of Last Payment:	2019

Electrical Lines

Debt/Obligation Type:	Internal Loans
Principal:	106,279
Interest:	0
Total:	106,279
Annual Appropriation?:	No
Date Incurred:	04/20/2015
FY of Last Payment:	2021

Non-Rebates For CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL

TIF Expenditure Amount: 0

Tied To Debt: Bond Fund

Tied To Project: Legal Fees

TIF Expenditure Amount: 0

Tied To Debt: Bond Fund

Tied To Project: Water Mains

TIF Expenditure Amount: 0

Tied To Debt: Bond Fund

Tied To Project: Prairie Parkway Extension

TIF Expenditure Amount: 0

Tied To Debt: Electrical Lines

Tied To Project: Administrative Costs

TIF Expenditure Amount: 0

Tied To Debt: Electrical Lines

Tied To Project: Gas Mains

TIF Expenditure Amount: 0

Tied To Debt: Bond Fund

Tied To Project: Prairie Parkway & Viking

TIF Expenditure Amount: 0

Tied To Debt: Electrical Lines

Tied To Project: Electrical Lines

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/PINNACLE PRAIRIE COMMERCIAL
 UR TIF INCR
 TIF Taxing District Inc. Number: 070282
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	48,122,560	25,914,240	0	0	-50,004	73,986,796	0	73,986,796
Taxable	0	27,390,395	23,322,816	0	0	-50,004	50,663,207	0	50,663,207
Homestead Credits									110

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	11,295,180	50,663,207	0	50,663,207	1,378,529

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/PINNACLE PRAIRIE
 COMMERCIAL UR TIF INCR
 TIF Taxing District Inc. Number: 070284
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	43,200	0	0	0	0	0	43,200	0	43,200
Taxable	24,250	0	0	0	0	0	24,250	0	24,250
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	277,040	0	0	0	0

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL UR
 TIF INCR
 TIF Taxing District Inc. Number: 070286
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	15,392,060	17,288,160	0	0	-37,040	42,433,590	0	42,433,590
Taxable	0	8,760,854	15,559,344	0	0	-37,040	31,625,966	0	31,625,966
Homestead Credits									68

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	38,430	31,625,966	0	31,625,966	919,476

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS PINNACLE PRAIRIE COMMERCIAL URBAN RENEWAL (07039)
 TIF Taxing District Name: CEDAR FALLS CITY AG/WATERLOO SCH/PINNACLE PRAIRIE COMMERCIAL
 UR TIF INCR
 TIF Taxing District Inc. Number: 070288
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District
 statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	01/2007

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	652,370	0	0	0	0	0	652,370	0	652,370
Taxable	366,191	0	0	0	0	0	366,191	0	366,191
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	991,100	0	0	0	0

FY 2020 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF
 UR Area Number: 07042

UR Area Creation Date: 02/2011

UR Area Purpose: The purpose of this urban renewal area is for economic development in the area locally known as "College Hill" and to alleviate and remediate conditions of blight.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/COLLEGE HILL TIF INCR	070299	070300	0
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS COLLEGE HILL TIF SSMID INCR	070315	070316	0

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,691,230	9,072,447	0	0	-5,556	27,100,264	0	27,100,264
Taxable	0	7,792,779	8,165,203	0	0	-5,556	19,209,042	0	19,209,042
Homestead Credits									5

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: 0 0 **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 0
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 0

Rebate Expenditures: 0
 Non-Rebate Expenditures: 0
 Returned to County Treasurer: 0
Total Expenditures: 0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2020: 0 0 **Amount of 06-30-2020 Cash Balance Restricted for LMI**

Projects For CEDAR FALLS COLLEGE HILL TIF

Legal Fees

Description:	Legal Fees Associated with creation of Urban Renewal Area
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

2215 College St

Description:	New mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

2024 College St

Description:	New mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For CEDAR FALLS COLLEGE HILL TIF

Legal Fees

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/28/2016
FY of Last Payment:	2018

Staff Administrative Costs

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	11/21/2016
FY of Last Payment:	2019

Property Tax Rebates

Debt/Obligation Type:	Internal Loans
Principal:	58,756
Interest:	0
Total:	58,756
Annual Appropriation?:	No
Date Incurred:	04/10/2017
FY of Last Payment:	2021

Non-Rebates For CEDAR FALLS COLLEGE HILL TIF

TIF Expenditure Amount: 0

Tied To Debt: Legal Fees

Tied To Project: Legal Fees

TIF Expenditure Amount: 0

Tied To Debt: Staff Administrative Costs

Tied To Project: Legal Fees

Rebates For CEDAR FALLS COLLEGE HILL TIF

2215 College Street

TIF Expenditure Amount:	0
Rebate Paid To:	CV Commercial
Tied To Debt:	Property Tax Rebates
Tied To Project:	2215 College St
Projected Final FY of Rebate:	2021

2024 College Street

TIF Expenditure Amount:	0
Rebate Paid To:	CV Commercial
Tied To Debt:	Property Tax Rebates
Tied To Project:	2024 College St
Projected Final FY of Rebate:	2021

Jobs For CEDAR FALLS COLLEGE HILL TIF

Project:	2215 College St
Company Name:	CV Commercial
Date Agreement Began:	04/22/2013
Date Agreement Ends:	06/01/2021
Number of Jobs Created or Retained:	2
Total Annual Wages of Required Jobs:	49,980
Total Estimated Private Capital Investment:	750,000
Total Estimated Cost of Public Infrastructure:	0

Project:	2024 College St
Company Name:	CV Commercial
Date Agreement Began:	08/12/2013
Date Agreement Ends:	06/02/2021
Number of Jobs Created or Retained:	2
Total Annual Wages of Required Jobs:	49,980
Total Estimated Private Capital Investment:	300,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF (07042)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/COLLEGE HILL TIF INCR
 TIF Taxing District Inc. Number: 070300

TIF Taxing District Base Year:	2010	UR Designation	
FY TIF Revenue First Received:	2015	Slum	No
Subject to a Statutory end date?	No	Blighted	02/2011
		Economic Development	02/2011

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	13,691,230	393,660	0	0	-5,556	16,036,864	0	16,036,864
Taxable	0	7,792,779	354,294	0	0	-5,556	9,609,669	0	9,609,669
Homestead Credits									5

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	13,759,100	2,283,320	0	2,283,320	62,128

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS COLLEGE HILL TIF (07042)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS COLLEGE HILL TIF
 SSMID INCR
 TIF Taxing District Inc. Number: 070316

TIF Taxing District Base Year:	2010	UR Designation	
FY TIF Revenue First Received:	2015	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	8,678,787	0	0	0	11,063,400	0	11,063,400
Taxable	0	0	7,810,909	0	0	0	9,599,373	0	9,599,373
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	8,870,800	2,192,600	0	2,192,600	65,689

FY 2020 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR
 UR Area Number: 07043
 UR Area Creation Date: 11/1990

This urban renewal area is intended to foster economic development through new public improvements and land acquisition. This urban renewal plan provides a mechanism for the incremental and gradual development and redevelopment of this area.

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR	070153	070154	75,624,404
CEDAR FALLS CITY AG/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR	070155	070156	0
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK II AMD 1 INCR	070243	070244	16,939,341
CEDAR FALLS CITY/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR	070293	070294	5,221,148
CEDAR FALLS CITY AG/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR	070295	070296	59,550
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS IND PKS AMD 5-UNIF HWY 58 TIF INCR	070309	070310	346,820
CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS AG IND PKS AMD 5-UNIF HWY 58 TIF INCR	070311	070312	0
CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UNIF HWY 58 ADM4 INCR	070371	070372	0

Urban Renewal Area Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	198,550	2,755,370	91,016,230	28,159,250	0	-1,852	122,503,508	0	122,503,508
Taxable	111,451	1,568,301	81,914,607	25,343,325	0	-1,852	109,217,802	0	109,217,802
Homestead Credits									20

TIF Sp. Rev. Fund Cash Balance as of 07-01-2019: 0 0 **Amount of 07-01-2019 Cash Balance Restricted for LMI**

TIF Revenue: 2,710,406
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 2,710,406

Rebate Expenditures: 88,889
 Non-Rebate Expenditures: 2,621,517
 Returned to County Treasurer: 0
Total Expenditures: 2,710,406

TIF Sp. Rev. Fund Cash Balance **Amount of 06-30-2020 Cash Balance**

Projects For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

Electrical Extensions

Description: Electrical Upgrades - Industrial Park
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: No

Gas Services

Description: Gas Services - Industrial Park
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: No

Water Extensions

Description: Water Extensions - Industrial Park
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: No

Communication Services

Description: Communication Services - Industrial Park
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: No

Electric Generation

Description: Electric Generation - Walter Scott #4
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: No

Bluff St. Lift Station

Description: Bluff St. Lift Station
 Classification: Roads, Bridges & Utilities
 Physically Complete: Yes
 Payments Complete: Yes

Reel Deal

Description: Property Tax Rebates to Reel Deal
 Classification: Commercial - office properties
 Physically Complete: Yes
 Payments Complete: No

Aerial Services

Description:	Property Tax Rebates to Aerial Services
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Universal Industries

Description:	Property Tax Rebates to Universal Industries
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Target Corporation

Description:	Property Tax Rebates to Target Corporation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

East Central Iowa Coop

Description:	Property Tax Rebates to East Central Iowa Coop
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Principal Life Insurance

Description:	Property Tax Rebates to Principal Life Insurance
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Highway 58 Pedestrian Bridge

Description:	Pedestrian Bridge
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Highway 58 Intersection Improvements

Description:	Highway 58 Intersectoin Study
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

West Viking Road

Description:	West Viking Road
Classification:	Roads, Bridges & Utilities

Physically Complete: Yes
Payments Complete: No

Staff Administrative Costs

Description: Staff Administrative Costs
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

Northern Industrial Park

Description: Northern Industrial Park Infrastructure
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Street Improvements

Description: Street improvements in Industrial Park
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Legal Fees

Description: Legal Fees
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: No

Lot Sales

Description: Lot Sales
Classification: Acquisition of property
Physically Complete: Yes
Payments Complete: No

University Avenue Ph III

Description: University Avenue Ph III
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Dry Run Creek Sanitary Sewer

Description: Dry Run Creek Sanitary Sewer Improvements
Classification: Roads, Bridges & Utilities
Physically Complete: No
Payments Complete: No

Land Acquisition

Description: Industrial Park Land Acquisition
Classification: Industrial/manufacturing property
Physically Complete: Yes
Payments Complete: No

Industrial Park Patching

Description: Industrial Park Patching
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Debts/Obligations For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

CFU-Electric Utility

Debt/Obligation Type:	Internal Loans
Principal:	686,554
Interest:	0
Total:	686,554
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Electric Utility-Generation

Debt/Obligation Type:	Internal Loans
Principal:	10,571,647
Interest:	0
Total:	10,571,647
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Gas Utility

Debt/Obligation Type:	Internal Loans
Principal:	140,247
Interest:	0
Total:	140,247
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Water Utility

Debt/Obligation Type:	Internal Loans
Principal:	882,310
Interest:	0
Total:	882,310
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

CFU-Communication Utility

Debt/Obligation Type:	Internal Loans
Principal:	98,599
Interest:	0
Total:	98,599
Annual Appropriation?:	No
Date Incurred:	11/11/2008
FY of Last Payment:	2031

Northern 2009 GO Bonds

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,159,128
Interest:	0
Total:	1,159,128
Annual Appropriation?:	No
Date Incurred:	11/21/2009
FY of Last Payment:	2024

General Fund

Debt/Obligation Type:	Internal Loans
Principal:	14,330
Interest:	0
Total:	14,330
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2019

Bond Fund

Debt/Obligation Type:	Internal Loans
Principal:	7,457,382
Interest:	0
Total:	7,457,382
Annual Appropriation?:	No
Date Incurred:	11/08/2012
FY of Last Payment:	2020

Sewer Fund

Debt/Obligation Type:	Internal Loans
Principal:	2,693,804
Interest:	0
Total:	2,693,804
Annual Appropriation?:	No
Date Incurred:	11/17/2014
FY of Last Payment:	2021

Aerial Services

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	04/11/2009
FY of Last Payment:	2019

Reel Deal

Debt/Obligation Type:	Rebates
-----------------------	---------

Principal: 14,645
Interest: 0
Total: 14,645
Annual Appropriation?: Yes
Date Incurred: 09/20/2008
FY of Last Payment: 2020

Universal Industries

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 04/07/2012
FY of Last Payment: 2019

Target Corporation

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: Yes
Date Incurred: 12/24/2012
FY of Last Payment: 2019

Principal Life Insurance

Debt/Obligation Type: Rebates
Principal: 81,890
Interest: 0
Total: 81,890
Annual Appropriation?: Yes
Date Incurred: 07/25/2011
FY of Last Payment: 2020

East Central Iowa Coop

Debt/Obligation Type: Rebates
Principal: 19,705
Interest: 0
Total: 19,705
Annual Appropriation?: Yes
Date Incurred: 11/14/2011
FY of Last Payment: 2020

Street Repair Fund

Debt/Obligation Type: Internal Loans
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No

Date Incurred: 02/16/2015
FY of Last Payment: 2018

Item 28.

Street Improvement Fund

Debt/Obligation Type: Internal Loans
Principal: 3,456,618
Interest: 0
Total: 3,456,618
Annual Appropriation?: No
Date Incurred: 04/18/2016
FY of Last Payment: 2028

Economic Development Fund

Debt/Obligation Type: Internal Loans
Principal: 4,114,243
Interest: 0
Total: 4,114,243
Annual Appropriation?: No
Date Incurred: 11/16/2015
FY of Last Payment: 2022

Non-Rebates For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

TIF Expenditure Amount:	659,764
Tied To Debt:	Sewer Fund
Tied To Project:	Dry Run Creek Sanitary Sewer
TIF Expenditure Amount:	891,033
Tied To Debt:	Northern 2009 GO Bonds
Tied To Project:	Northern Industrial Park
TIF Expenditure Amount:	423,644
Tied To Debt:	CFU-Electric Utility-Generation
Tied To Project:	Electric Generation
TIF Expenditure Amount:	73,468
Tied To Debt:	CFU-Electric Utility
Tied To Project:	Electrical Extensions
TIF Expenditure Amount:	1,815
Tied To Debt:	CFU-Gas Utility
Tied To Project:	Gas Services
TIF Expenditure Amount:	0
Tied To Debt:	CFU-Water Utility
Tied To Project:	Water Extensions
TIF Expenditure Amount:	1,073
Tied To Debt:	CFU-Communication Utility
Tied To Project:	Communication Services
TIF Expenditure Amount:	500,000
Tied To Debt:	Street Improvement Fund
Tied To Project:	University Avenue Ph III
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Highway 58 Pedestrian Bridge
TIF Expenditure Amount:	0
Tied To Debt:	Bond Fund
Tied To Project:	Highway 58 Intersection Improvements
TIF Expenditure Amount:	14,330
Tied To Debt:	General Fund
Tied To Project:	Staff Administrative Costs
TIF Expenditure Amount:	20,756
Tied To Debt:	Bond Fund
Tied To Project:	Northern Industrial Park
TIF Expenditure Amount:	11,910

Tied To Debt: Bond Fund
Tied To Project: Legal Fees

TIF Expenditure Amount: 0
Tied To Debt: Street Repair Fund
Tied To Project: Street Improvements

TIF Expenditure Amount: 0
Tied To Debt: Bond Fund
Tied To Project: Land Acquisition

TIF Expenditure Amount: 18,914
Tied To Debt: Bond Fund
Tied To Project: Industrial Park Patching

TIF Expenditure Amount: 4,810
Tied To Debt: Economic Development Fund
Tied To Project: Land Acquisition

Rebates For CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR

Aerial Services

TIF Expenditure Amount: 0
 Rebate Paid To: Aerial Services
 Tied To Debt: Aerial Services
 Tied To Project: Aerial Services
 Projected Final FY of Rebate: 2017

Reel Deal

TIF Expenditure Amount: 14,644
 Rebate Paid To: Reel Deal
 Tied To Debt: Reel Deal
 Tied To Project: Reel Deal
 Projected Final FY of Rebate: 2017

Universal Industries

TIF Expenditure Amount: 0
 Rebate Paid To: Universal Industries
 Tied To Debt: Universal Industries
 Tied To Project: Universal Industries
 Projected Final FY of Rebate: 2016

Target Corporation

TIF Expenditure Amount: 0
 Rebate Paid To: Target Corporation
 Tied To Debt: Target Corporation
 Tied To Project: Target Corporation
 Projected Final FY of Rebate: 2016

Principal Life Insurance

TIF Expenditure Amount: 54,540
 Rebate Paid To: Jones Lang LaSalle
 Tied To Debt: Principal Life Insurance
 Tied To Project: Principal Life Insurance
 Projected Final FY of Rebate: 2019

East Central Iowa Coop

TIF Expenditure Amount: 19,705
 Rebate Paid To: East Central Iowa Coop
 Tied To Debt: East Central Iowa Coop
 Tied To Project: East Central Iowa Coop
 Projected Final FY of Rebate: 2018

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR
 TIF Taxing District Inc. Number: 070154
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received: 1993
 Subject to a Statutory end date?: No

	UR Designation
Slum	No
Blighted	No
Economic Development	11/1990

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	66,241,460	21,307,940	0	0	87,549,400	0	87,549,400
Taxable	0	0	59,617,314	19,177,146	0	0	78,794,460	0	78,794,460
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	7,489,820	78,794,460	75,624,404	3,170,056	86,256

FY 2020 TIF Revenue Received: 2,100,565

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/CEDAR FALLS IND PARK UR TIF INCR
 TIF Taxing District Inc. Number: 070156
 TIF Taxing District Base Year: 1989
 FY TIF Revenue First Received:
 Subject to a Statutory end date?: No

	UR Designation
Slum	No
Blighted	No
Economic Development	11/1990

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	163,850	0	0	0	0

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS IND PARK II AMD 1 INCR
 TIF Taxing District Inc. Number: 070244
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2003

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	17,059,180	1,762,310	0	0	18,821,490	0	18,821,490
Taxable	0	0	15,353,262	1,586,079	0	0	16,939,341	0	16,939,341
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	23,900	16,939,341	16,939,341	0	0

FY 2020 TIF Revenue Received: 454,687

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR
 TIF Taxing District Inc. Number: 070294
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received:
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2009

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,321,870	2,442,480	4,500,000	0	-1,852	9,638,458	0	9,638,458
Taxable	0	1,321,562	2,198,232	4,050,000	0	-1,852	7,849,912	0	7,849,912
Homestead Credits									16

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	4,077,890	5,562,420	5,221,148	341,272	9,286

FY 2020 TIF Revenue Received: 143,685

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY AG/CEDAR FALLS SCH/NORTHERN CEDAR FALLS INDUSTRIAL PARK UR INCR
 TIF Taxing District Inc. Number: 070296
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2009

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	198,550	0	0	0	0	0	198,550	0	198,550
Taxable	111,451	0	0	0	0	0	111,451	0	111,451
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	384,430	0	59,550	-59,550	-1,173

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS IND PKS AMD 5-UNIF HWY 58 TIF INCR
 TIF Taxing District Inc. Number: 070310
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	433,500	5,273,110	589,000	0	0	6,295,610	0	6,295,610
Taxable	0	246,739	4,745,799	530,100	0	0	5,522,638	0	5,522,638
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	5,948,790	346,820	346,820	0	0

FY 2020 TIF Revenue Received: 11,469

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH CEDAR FALLS AG IND PKS AMD 5-UNIF HWY 58 TIF INCR
 TIF Taxing District Inc. Number: 070312
 TIF Taxing District Base Year: 2012
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	0	0	0	0	0

FY 2020 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: CEDAR FALLS (07G046)
 Urban Renewal Area: CEDAR FALLS UNIFIED HWY 58 CORRIDOR UR (07043)
 TIF Taxing District Name: CEDAR FALLS CITY/CEDAR FALLS SCH/CEDAR FALLS UNIF HWY 58 ADM4 INCR
 TIF Taxing District Inc. Number: 070372
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2018 for FY 2020

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2020	0	0	0	0	0

FY 2020 TIF Revenue Received: 0

**DEPARTMENT OF FINANCE & BUSINESS OPERATIONS**

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

MEMORANDUM***Finance & Business Operations Division***

TO: Mayor Green and City Council Members
FROM: Cory Hines, GIS Analyst
DATE: November 2, 2020
SUBJECT: Black Hawk Rd renaming to Katoski Dr

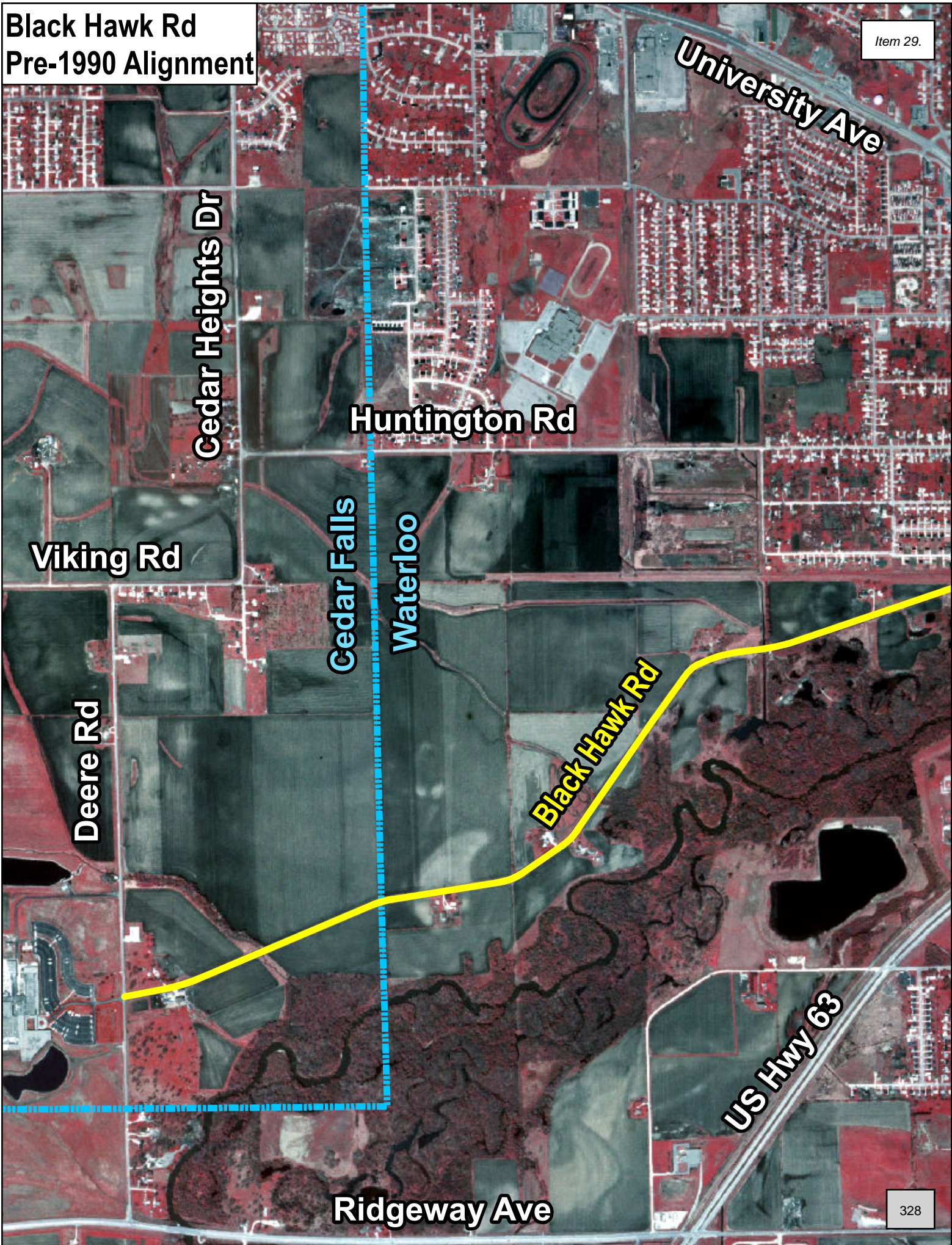
Prior to the construction of Greenhill Rd the City of Waterloo constructed Katoski Dr which re-routed the existing Black Hawk Rd creating a "T" intersection. Per Ordinance #3473 in March of 1987 the Waterloo City Council renamed a section of Black Hawk Rd to Katoski Dr from the new "T" intersection to the city limits with Cedar Falls.

Currently there are 2 disconnected segments of Black Hawk Rd, with one of them being within Cedar Falls. The road is in-line with Katoski Dr and makes for a confusing transition from Cedar Falls to Waterloo. Staff is proposing to rename Black Hawk Rd to Katoski Dr from the Eastern City limits to the intersection with Cedar Heights Dr. Additionally, this will have no effect on any addresses.

Please see the attached documents related to this recommendation, and contact me with any questions you may have.

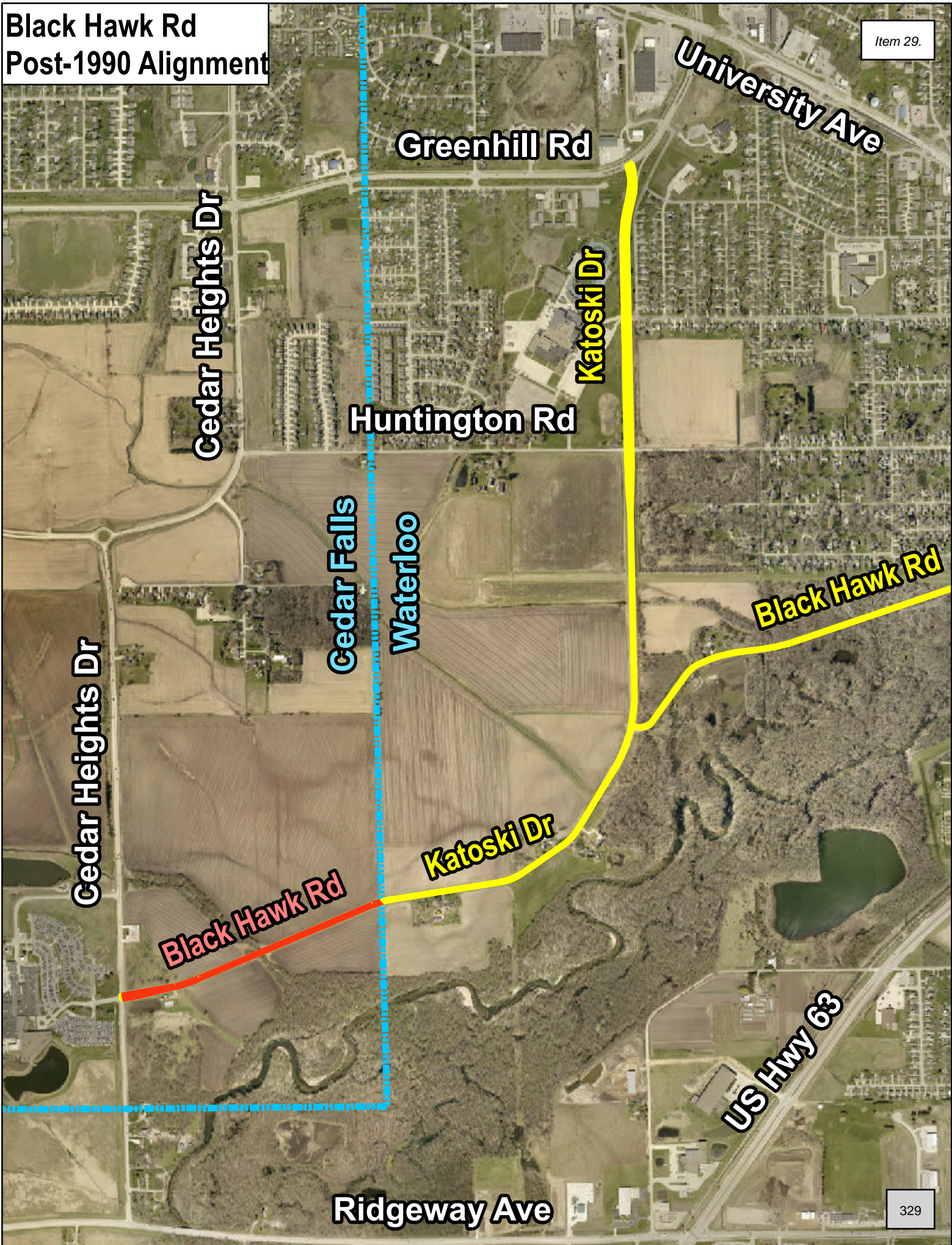
**Black Hawk Rd
Pre-1990 Alignment**

Item 29.



**Black Hawk Rd
Post-1990 Alignment**

Item 29.



Ridgeway Ave



CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS
4600 S. MAIN STREET
CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor Green and City Council
From: Jeff Olson, Public Safety Director
Date: October 28, 2020
Re: Waterloo Animal Control Services Agreement

Attached you will find a new contract to our Waterloo Animal Control Agreement for FY21. The primary changes made to the Agreement pertain to an annual renewable agreement with a maximum increase in cost of 2.5% each year. The City of Waterloo provides all animal control services with the exception of housing of animals, which is provided by the Cedar Bend Humane Society (CBHS). This agreement has been approved by the Waterloo City Council.

I am recommending approval of this amendment.

AGREEMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA

AND

THE CITY OF WATERLOO, IOWA

FOR ANIMAL CONTROL SERVICES

This Agreement is made the 19th day of October, 2020, by and between the City of Cedar Falls, Iowa, an Iowa municipality (hereinafter "Cedar Falls"), and the City of Waterloo, Iowa, an Iowa municipality (hereinafter "Waterloo").

Recitals

WHEREAS, Cedar Falls desires to provide the residents of the City of Cedar Falls with certain animal control services; and

WHEREAS, Waterloo, through its Animal Control Services department or by contract with Cedar Bend Humane Society, possesses the skills, training, experience, and ability to perform animal control services required by Cedar Falls for the residents of the City of Cedar Falls, and the parties have reached agreement thereon and desire to reduce their agreement to writing; and

WHEREAS, Iowa Code Section 28E.12 allows any one or more public agencies in Iowa, including cities, to contract with one another to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth below, it is mutually agreed as follows:

Basic Animal Services

Waterloo (which for purposes of this Agreement shall include its contracted agents) shall provide the following Basic Animal Services for domesticated dogs, cats, and other domestic animals (hereinafter collectively referred to as "Domestic Animals"), and sick and injured wildlife animals, except for livestock:

1. Facilities. Waterloo shall employ competent persons to perform all necessary duties and functions of, and furnish and maintain facilities and equipment adequate for, the housing, shelter, care and disposal of Domestic Animals, as required for an animal pound or animal shelter under the statutes of Iowa. Such housing, shelter, care and disposal services for Domestic Animals shall be furnished at facilities of the Cedar Bend Humane Society, 1166 W. Airline Highway, Waterloo, IA 50703, or at such alternate location(s) that Waterloo may establish as an animal pound or shelter (hereinafter called the “Facilities”).

2. Equipment and Personnel. Waterloo shall furnish a suitably equipped vehicle and a competent humane officer or officers to provide animal control services in the City of Cedar Falls.

3. Impound Services. Waterloo shall collect and impound Domestic Animals, licensed or unlicensed, unlawfully at large or confined within the City of Cedar Falls in violation of the ordinances of Cedar Falls.

- a. *Medical Examination.* Waterloo shall medically examine all incoming animals to determine whether the incoming animal will be subject to a hold, will be euthanized, or subject to quarantine.
 - i. Waterloo shall inoculate all animals subject to a hold for diseases common to their species.
 - ii. Waterloo shall immediately euthanize any animal that is found to be sick, injured or not old enough to survive on its own accord or is beyond the care that the shelter can provide.
 - iii. Stray cats appearing to be feral may be euthanized immediately.
- b. *Animals Subject to a Hold.*
 - i. Waterloo shall hold stray dogs and cats for five (5) consecutive days if there is no known owner. If no owner claims said animal within the five (5) day holding period, Waterloo shall assume ownership.
 - ii. Waterloo shall hold stray dogs and cats with identifying information, such as a license, rabies tag, ID tag, or microchip, for seven (7) days. Waterloo shall attempt to contact the owner utilizing the animal’s identifying information. Contact may include phone call(s), and shall include posting written notice on the residence of the dog or cat owner, and posting of notice on Waterloo’s website, if such owner is known. If no owner claims said animal within the seven (7) day waiting period, Waterloo shall assume ownership.
 - iii. Waterloo shall assume ownership of stray kittens and puppies that enter the shelter as a litter, or appear under the age of eight weeks old, after a holding period of twenty-four (24) hours.

4. Complaint Services. Waterloo shall respond to complaints regarding Domestic Animals located within the city limits of Cedar Falls.

- a. *Investigation.* Waterloo shall investigate and pursue complaints until finally disposed of in accordance with the Cedar Falls Code of Ordinances and the Iowa Code relating to harboring or licensing of Domestic Animals.
- b. *Record of Investigations.* Waterloo shall make a complete investigation of complaints, excluding barking dogs, pertaining to Domestic Animals and keep a brief written record of its investigations.
- c. *Seizure.* Waterloo shall seize, if necessary and possible, any Domestic Animal which is the subject of a complaint.

5. Quarantine Services. Waterloo shall seize stray dogs and cats which must be quarantined as a result of a bite case. Dogs and cats are subject to quarantine if they have bitten a person and drawn blood. The quarantine period shall be for ten (10) days.

- a. *Location of Quarantine.* Waterloo shall determine the location of the quarantine. Quarantine at Waterloo's Facilities will be at Waterloo's discretion. Waterloo shall not be responsible for quarantining animals with known owners. Waterloo may board owned animals if the owner refuses to quarantine, the animal is unusually aggressive and poses a direct threat to others, or an uncontrolled situation prevents the owner from being able to quarantine the animal. In the event quarantine cannot occur on the owner's premises, or at the request of Cedar Falls, Waterloo shall transport animals to be quarantined to an approved facility such as a local veterinarian, licensed kennel, or Waterloo's Facilities.
- b. *Reporting Requirements.* Waterloo shall complete bite reports and communicate and record all incidents as required by the Black Hawk County Health Department.
- c. *Fees.* Owners will be responsible for payment of quarantine fees, which include boarding fees, medical fees, transport fees and/or pick up fees. If the owner of a quarantined animal is known and can be located, the owner shall be billed for the quarantine fees. All quarantine fees must be paid in full by the end of the ten (10) day quarantine period, or Waterloo will not return the quarantined animal to the owner. In the event the owner fails to pay the quarantine fee by the end of the ten (10) day quarantine period, Waterloo shall assume ownership of the animal.

- d. *Rabies Testing Information.* Waterloo is not responsible for providing rabies testing; however, Waterloo shall provide to the public, upon request, information about options and fees for rabies testing.

6. Other Terms. Waterloo agrees to the following provisions pursuant to this Agreement:

- a. Waterloo may charge and retain a fee which is charged to the animal owner of not to exceed \$50.00 for accepting each Domestic Animal taken to the Facilities of Waterloo as provided for in this Agreement.
- b. Waterloo may charge a maximum fee of \$10.00 per day to the animal owner for boarding a Domestic Animal at the Facilities of Waterloo pursuant to this Agreement.
- c. Waterloo acknowledges that Cedar Falls does not require microchipping, spaying, or neutering of any animal that is handled by Waterloo pursuant to this Agreement.
- d. Waterloo agrees that prior to returning any animal taken to the Facilities of Waterloo under this Agreement, Waterloo will insure that the animal is up to date on all shots and City of Cedar Falls licensing.
- e. Should Waterloo deem a citation should be issued for any Domestic Animal incident handled under this Agreement, the final decision whether to issue a citation under the ordinances of Cedar Falls shall be based upon the review of an animal control officer of Waterloo and a public safety officer of Cedar Falls.
- f. Cedar Falls' public safety officers shall attempt to pick up and hold animals in the Cedar Falls Police Department garage during late-night hours for next-day pickup, to avoid late-night call-outs, or will attempt to drop off a Domestic Animal at the Cedar Bend Humane Society drop-off location. Nevertheless, some late-night calls may still occur if the public safety officer for Cedar Falls is not successful in capturing the animal.
- g. Cedar Falls' public safety officers shall handle all barking dog complaints in the City of Cedar Falls.
- h. Waterloo may, in its sole discretion, euthanize or dispose of by sale or by donation to a suitable animal shelter or rescue organization any animal as to which it assumes or is deemed to assume ownership under this Agreement.

7. Hours.

- a. Hours of Services. Basic Animal Services shall be provided twenty-four (24) hours per day, seven (7) days per week, during the entire term of this Agreement.
- b. Normal Business Hours. For purposes of determining fees for certain services as provided in Section 8 and Section 9 of this Agreement, Waterloo's normal business hours shall be 8:00 a.m. to 4:00 p.m., daily, that is, Monday through Sunday (hereinafter referred to as "Normal Business Hours").

8. Fees. Cedar Falls shall pay Waterloo in monthly installments for Basic Animal Services for the term of this Agreement, as follows:

- a. A fee of \$117.60 per call for each Domestic Animal call which occurs during Normal Business Hours, as defined in Section 7(b) of this Agreement.
- b. A fee of \$134.40 per call for each Domestic Animal call which occurs outside of Normal Business Hours.
- c. A fee of \$103.95 per call for each wild animal call (sick or injured wildlife only) which occurs during Normal Business Hours.
- d. A fee of \$115.50 per call for each wild animal call (sick or injured wildlife only) which occurs outside of Normal Business Hours.

Waterloo shall bill for Basic Animal Services and for other services provided under this Agreement on a calendar monthly basis for services provided in the preceding month, and Cedar Falls shall remit payment within three (3) weeks of receiving Waterloo's invoice. The amounts listed for fees in this paragraph 8 shall remain in effect for a period of one year. Commencing with the second year of this Agreement, and for every subsequent year of this Agreement, including automatic renewal terms, the amounts for fees may be increased by a maximum of 2.5 %, upon at least 30 days advance notice thereof.

Additional Services

Waterloo shall provide the following additional services:

9. Dead Animal Pickup. Waterloo shall promptly pick up and dispose of all dead Domestic Animals and wildlife found anywhere within the City of Cedar Falls when requested by Cedar Falls, during Normal Business Hours. The fees for dead animal pick-up and disposal under this Agreement shall be as follows:

- a. A fee of \$71.40 for pick-up and disposal of each dead animal other than deer.
- b. A fee of \$81.90 for pick-up and disposal of each dead animal other than deer which occurs outside of Normal Business Hours.
- c. A fee of \$101.85 for pick-up and disposal of each dead deer which occurs during Normal Business Hours.
- d. A fee of \$110.25 for pick-up and disposal of each dead deer which occurs outside of Normal Business Hours

Calls for and pick-up of all dead animals shall only occur during Normal Business Hours, unless necessary to mitigate a road hazard or related safety concerns. The amounts listed for fees in this paragraph 9 shall remain in effect for a period of one year. Commencing with the second year of this Agreement, and for every subsequent year of this Agreement, including automatic renewal terms, the amounts for fees may be increased by a maximum of 2.5 %, upon at least 30 days advance notice thereof.

10. Licensing. Waterloo shall fully cooperate with Cedar Falls and any and all departments of Cedar Falls in performance and observance of the ordinances of Cedar Falls pertaining to licensing of dogs and cats and not release any dog or cat to the owner thereof, or to any other person, except upon signature of the owner on an affidavit agreeing to license said dog or cat in Cedar Falls within a seven (7) day period of time or when said animal reaches four (4) months of age.

Additional Provisions

11. Billings by City of Waterloo and Cedar Bend Humane Society Not to Be Duplicated. The parties agree that Waterloo will be contracting with Cedar Bend Humane Society for certain services under this Agreement with respect to Domestic Animals, and that Cedar Falls and Cedar Bend Humane Society may have a separate agreement for animal control services on certain terms and conditions. The parties agree that there shall be no duplicate billing of services to Cedar Falls by both the Waterloo and Cedar Bend Humane Society for the same services rendered to Cedar Falls under this Agreement and under any agreement between Cedar Falls and Cedar Bend Humane Society.

12. Term. The term of this Agreement shall commence at midnight on November 1, 2020, or the date this Agreement is filed with the Secretary of State, whichever is later, and shall terminate at midnight on October 31, 2023. This Agreement shall automatically renew for successive one (1) year terms, commencing November 1, 2023, unless either Cedar Falls or Waterloo gives written notice to the other party that the Agreement shall not renew, which notice shall be given at least ninety (90) days before the end of the then-current term of this Agreement.

13. Termination by Cedar Falls. Cedar Falls shall have the right to terminate this Agreement at any time for convenience upon ninety (90) days' advance written notice to Waterloo.

14. Termination by Waterloo. Waterloo shall have the right to terminate this Agreement at any time for convenience upon ninety (90) days' advance written notice to Cedar Falls.

15. Reports. Waterloo shall provide to Cedar Falls a monthly report for all animals handled by Waterloo pursuant to this Agreement, indicating whether the incoming animal was boarded, quarantined, euthanized or disposed of. The report shall be provided to Cedar Falls by the tenth day of the following month.

16. Compliance with Law. Waterloo shall fully comply with applicable federal, state and local laws in providing services pursuant to this Agreement to Cedar Falls.

17. Indemnification. To the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the Code of Iowa, Cedar Falls agrees to indemnify and hold Waterloo harmless from any liability based on any claim, demand or cause of action maintained or asserted by any person, firm, association, or corporation against Waterloo as a result or on account of Waterloo wrongfully receiving and impounding any animal from Cedar Falls, so long as Waterloo has performed and complied with the terms of this Agreement, the ordinances of the City of Cedar Falls, and the laws of the State of Iowa. No right or claim on the part of any person or entity not a party to this Agreement is intended to be granted herein.

18. Notices. All notices given to parties under this Agreement shall be sent by ordinary mail to the following addresses:

If to the City of Cedar Falls:

Jeff Olson
Director of Public Safety
4600 South Main Street
Cedar Falls, IA 50613

If to the City of Waterloo:

Sandie Greco
Traffic Operations Superintendent
625 Glenwood Street
Waterloo, IA 50703

19. Force Majeure. A party will be excused from the obligations of this Agreement to the extent that performance is delayed or prevented by any circumstances reasonably beyond its control, including but not limited to fire, explosion, mechanical breakdown, strikes or other labor disputes, unavailability or interference with the usual means of transport, or compliance with any law, regulation or request or

action (actual or threatened) of any governmental authority other than a party to this Agreement.

20. Severance. In the event any term or provision of this Agreement is declared unlawful by a court of competent jurisdiction, that provision shall be null and void and the remaining terms shall remain in full force and effect and shall then be the agreement between the parties.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions of the parties pertaining to the subject matter hereof, whether oral or written.

22. Assignment and Amendment. This Agreement may not be assigned without the advance written authorization of the non-assigning party. This Agreement may be amended in writing, after approval by Cedar Falls and Waterloo.


IN WITNESS WHEREOF, the parties have entered into this Agreement for Animal Control Services by their duly authorized representatives.


City of Cedar Falls, Iowa

By: _____
Robert M. Green, Mayor

Attest: _____
Jacqueline Danielsen, MMC, City Clerk

City of Waterloo, Iowa

By: Quentin Hart  _____
Quentin Hart, Mayor

Attest: Kelley Felchle  _____
Kelley Felchle, City Clerk



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: October 27, 2020
SUBJECT: Equipment Purchase

Quotations were received for a refuse collection unit that will be utilized to service trash receptacles throughout the City park system. This specialized unit is smaller than the City's typical refuse units and is designed for servicing park and recreation areas. This unit is programmed for purchase through the Vehicle Replacement Program (VRP) in the amount of \$75,000.00 utilizing refuse funds. This unit will be replacing a 2003 semi-automated collection vehicle that is no longer cost effective to service.

Following is a summation of the quotations received;

Table with 2 columns: Vendor Name and Price. Rows include JWR (Curbtender) at \$80,585.00, Curbtender Inc. (Sourcewell) at \$83,580.00, and Elliott Equipment Co. with (no quote received).

The low quote from JWR does meet the City's requirements and the body is built by Curbtender Inc., which is located in Cedar Falls.

It is the recommendation of Public Works Department to approve a resolution authorizing the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said equipment for a total of \$80,585.00. As mentioned above, the expenditure will be fully funded including the additional \$5,585.00 utilizing refuse funds.

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: Ben Claypool, PhD, EI
DATE: October 28, 2020
SUBJECT: Peter Melendy Park Renovation Project
 City Project Number PI-039-3208
 Final Acceptance

The Peter Melendy Park Renovation Project is completed and ready for final acceptance. The renovation included the installation of approximately 730 square yards of brick pavers of assorted colors (supplied by the City), approximately 470 square yards of PCC sidewalk removal, tree plantings, amenities and sodding. Attached is the final pay estimate (releases retainage).

Vieth Construction Corporation was the awarded general contractor for this project. The following documents have been received and reviewed by the Engineering Division and forwarded to the City Clerk's Office:

A) Subcontractors:

- Central States Concrete, LLC
- Hardscape Solutions of Iowa, Inc
- K&W Electric, Inc
- Wells Hallow Landscaping

Following is a breakdown of final contract costs for all items and their funding sources as none of the project was funded by the Local Option Sales Tax:

- TIF-Downtown District, \$266,575.00

I certify that the public improvements for the Peter Melendy Park Renovation Project were completed in reasonable compliance with the project plans and specifications.


 _____ 10/28/2020
 Ben Claypool, Civil Engineer II, PhD, EI Date

xc: Stephanie Houk Sheetz, Director of Community Development
 Chase Schrage, Director of Public Works
 David Wicke, P.E., City Engineer
 Lisa Roeding, CMFO, Controller/City Treasurer

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702/CMA

PAGE ONE OF 2

PAGES

TO: CITY OF CEDAR FALLS

PROJECT: PETER M PARK

APPLICATION NO: FINAL

Distribution to:

- OWNER
CONSTRUCTION MANAGER
ARCHITECT
CONTRACTOR
FIELD
OTHER

VIA CONSTRUCTION MANAGER:

PERIOD TO: 06/25/20

FROM CONTRACTOR: Vieth Construction Corp
6419 Nordic Drive
Cedar Falls, IA 50613

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Table with 2 columns: Description and Amount. Rows include: ORIGINAL CONTRACT SUM (\$224,575.00), Net change by Change Orders (\$1,872.40), CONTRACT SUM TO DATE (\$226,447.40), TOTAL COMPLETED & STORED TO DATE (\$226,447.40), RETAINAGE (0.00), TOTAL EARNED LESS RETAINAGE (\$226,447.40), LESS PREVIOUS CERTIFICATES FOR PAYMENT (\$215,125.03), CURRENT PAYMENT DUE (\$11,322.37), BALANCE TO FINISH, INCLUDING RETAINAGE (\$0.00).

CONTRACTOR:

By: [Signature] Date: 6-25-20
State of: [Signature] County of
Subscribed and sworn to before me this
Notary Public:
My Commission expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED 11,322.37
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

CONSTRUCTION MANAGER:

By: [Signature] Date: 10.21.2020
ARCHITECT: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY table with columns: CHANGE ORDER SUMMARY, ADDITIONS, DEDUCTIONS. Rows include: Total changes approved in previous months by Owner, Total approved this Month, TOTALS, NET CHANGES by Change Order.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: FINAL
APPLICATION DATE: 6/25/2020

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 6/25/2020

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT: Peter M Park CF

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	MOBILIZATION	\$ 20,000.00	\$ 20,000.00			\$ 20,000.00	100%	\$ -	
2	REMOVE SIDEWALK	\$ 3,600.00	\$ 3,600.00			\$ 3,600.00	100%	\$ -	
3	REMOVE CURB AND GUTTER	\$ 1,505.00	\$ 1,505.00			\$ 1,505.00	100%	\$ -	
4	REPLACE CURB AND GUTTER	\$ 3,010.00	\$ 3,010.00			\$ 3,010.00	100%	\$ -	
6	SITE GRADING/STRIPPING	\$ 11,000.00	\$ 11,000.00			\$ 11,000.00	100%	\$ -	
7	8" ROCK UNDER BRICK PAVERS	\$ 11,200.00	\$ 11,200.00			\$ 11,200.00	100%	\$ -	
8	4" PCC SUB SLABS	\$ 2,460.00	\$ 2,460.00			\$ 2,460.00	100%	\$ -	
9	8" PCC SUB SLAB	\$ 12,000.00	\$ 12,000.00			\$ 12,000.00	100%	\$ -	
10	HARDSCAPES	\$ 68,000.00	\$ 68,000.00			\$ 68,000.00	100%	\$ -	
11	LANDSCAPING	\$ 34,000.00	\$ 34,000.00			\$ 34,000.00	100%	\$ -	
12	EROSION CONTROL?	\$ 5,500.00	\$ 5,500.00			\$ 5,500.00	100%	\$ -	
13	SURVEY	\$ 5,500.00	\$ 5,500.00			\$ 5,500.00	100%	\$ -	
14	SITE AMENITIES	\$ 10,000.00	\$ 10,000.00			\$ 10,000.00	100%	\$ -	
15	LANDSCAPE CURBING	\$ 12,000.00	\$ 12,000.00			\$ 12,000.00	100%	\$ -	
16	SODDING	\$ 15,000.00	\$ 15,000.00			\$ 15,000.00	100%	\$ -	
17	MOVE EXISTING LIGHT AND SIGN	\$ 4,500.00	\$ 4,500.00			\$ 4,500.00	100%	\$ -	
18	BACKFILL/IMPORT TOPSOIL	\$ 3,700.00	\$ 3,700.00			\$ 3,700.00	100%	\$ -	
19	TRAFFIC CONTROL	\$ 1,600.00	\$ 1,600.00			\$ 1,600.00	100%	\$ -	
co #1	CONCRETE COLLAR AROUND SIGNAL	\$ 1,872.40	\$ 1,872.40			\$ 1,872.40	100%	\$ -	
						\$ -		\$ -	
						\$ -		\$ -	
	GRAND TOTALS	\$226,447.40	\$226,447.40	\$0.00	\$0.00	\$226,447.40	100%	\$0.00	\$0.00

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Matt Feuerhelm, PE, Principal Engineer
DATE: October 29, 2020
SUBJECT: USGS Streamgaging Station for the Cedar River in Cedar Falls
Project No. MC-039-1653

Attached is the Joint Funding Agreement with the U.S. Geological Survey for the federal fiscal year 2021 for the continuing support, operation, and maintenance of the streamgauge site on the Cedar River in Cedar Falls. The agreement also includes the continued development of real-time stream flow data at the streamgauge site. This is a cooperative agreement whereby the U.S. Geological Survey and the City of Cedar Falls cost share the operation and maintenance of the streamgauge site.

The streamgauge is known locally as the "river gauge" and provides the stage readings that are the basis for the public alerts given during high water events on the Cedar River. The stage readings enable flood forecasts to be generated for Cedar Falls by the River Forecast Center of the National Weather Service. The streamgauge is located on south side of the Highway 57/1st Street Bridge over the Cedar River.

Funding for the continued operation of the streamgauge was budgeted for in the Engineering Services Budget.

It is recommended that this agreement be approved and returned to me for further processing. If you have any questions or comments regarding this matter, feel free to contact me.

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



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

CENTRAL MIDWEST WATER SCIENCE CENTER

MISSOURI ILLINOIS IOWA

1400 Independence Rd. MS100 405 N. Goodwin Ave. 400 S. Clinton St. Rm 269
Rolla, MO 65401 Urbana, IL 61801 Iowa City, IA 52240

July 27, 2020

David Wicke
City of Cedar Falls
220 Clay Street Engineering Division
Cedar Falls, Iowa 50613

Dear Wicke:

Enclosed is a signed original copy of our standard joint-funding agreement for the operation and maintenance of one streamgaging station and one waste-water diffuser survey on the Cedar River in Cedar Falls, IA, during the period October 1, 2020 through September 30, 2021 in the amount of \$9,560 from your agency. U.S. Geological Survey contributions for this agreement are \$5,760 for a combined total of \$15,320. Please sign and return a copy of the agreement to Aaron Huse via email (ahuse@usgs.gov) or by mail to the Iowa address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Jon Nania by phone number (319) 358-3655 or email jfnania@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill For questions concerning invoice(s), please contact Aaron Huse at (319) 358-3656 or email at ahuse@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Jon Nania
Deputy Director, Central Midwest WSC

Enclosure
21NEJFA103

**Form 9-1366
(May 2018)**

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations**

**Customer #: 600001608
Agreement #: 21NEJFA103
Project #: NE009KT 001IC
TIN #: 42-60038591**

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Cedar Falls party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations the operation and maintenance of one streamgaging station and one discharge measurement on the Cedar River in Cedar Falls, IA, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$5,760 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$9,560 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001608
Agreement #: 21NEJFA103
Project #: NE009KT 001IC
TIN #: 42-60038591

9. Billing for this agreement will be rendered annually. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Jon Nania
Supervisory Hydrologist
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3655
Fax: (319) 358-3606
Email: jfnania@usgs.gov

Customer Technical Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

USGS Billing Point of Contact

Name: Aaron Huse
Budget Analyst
Address: 400 S Clinton St Rm 269
Iowa City, IA 52240
Telephone: (319) 358-3656
Fax: (319) 358-3606
Email: ahuse@usgs.gov

Customer Billing Point of Contact

Name: David Wicke
City Engineer
Address: 220 Clay Street Engineering Division
Cedar Falls, Iowa 50613
Telephone: (319) 268-5161
Fax: (319) 268-5197
Email: david.wicke@cedarfalls.com

U.S. Geological Survey
United States
Department of Interior

City of Cedar Falls

Acting for: Signature
By [Signature] Date: July 27, 2020
Name: Amy Beussink
Title: Director, Central Midwest WSC

Signatures
By [Signature] Date: 10/27/2020
Name: David Wicke
Title: City Engineer - Cedar Falls, IA

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

City of Cedar Falls

Attachment for 21NEJFA103
10/1/2020 to 9/30/2021

SURFACE WATER

SITE NUMBER & DESCRIPTION	FUNDS		
	USGS	COOP	TOTAL
05463050 Cedar River at Cedar Falls, IA Full Range Streamflow Station Discharge, Measurement	\$5,760	\$8,640 \$920	\$15,320
Total:	\$5,760	\$9,560	\$15,320
GRAND TOTAL:	\$5,760	\$9,560	\$15,320



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, Director of Community Development
DATE: October 26, 2020
SUBJECT: Gaming Grant Application – Downtown Streetscape Project, Phase 2

A downtown streetscape plan was developed in 2015. In 2018, the City requested funding from the Black Hawk County Gaming Association for Phase 1 of the downtown streetscape implementation. We were awarded our full request of \$743,212. The City's FY20-25 CIP #146/147 outlines the project funding to implement this project, in partnership with Community Main Street and Cedar Falls Utilities.

The City is now preparing to submit a request for Phase 2 of the project. As indicated in the CIP, our request will be \$574,800. If awarded, the total support from Gaming would be \$1,318,012, 17% of the project. A Letter of Intent was submitted in late September. We have been invited to submit a full application by November 15, 2020. A resolution of support from the local jurisdiction is required with that submittal.

The grant request includes several components, leveraging several downtown projects that all contribute to improving and expanding the downtown district. Many of these elements were described at a Council Committee meeting on June 4, 2018. The project involves improvements along State Street, Washington, 2nd, 3rd and 6th Streets. State Street, Washington and 6th Streets were reconstructed from 2009-2017. This project has added streetlamps and a "hub" every two blocks (all have been installed). Each hub includes a pad with a bench, trash receptacle and bike rack surrounded by brickwork. 2nd and 3rd Streets included larger scope improvements. Before streetscaping enhancements, these streets have been reconstructed (2020 construction season). Parkade brick sidewalk improvements have



also been part of the project. The 100 and 200 blocks were completed this summer. The 300-500 blocks would be part of Phase 2. Added to Phase 2 would be two blocks of reconstruction of 4th Street (State to Washington), with brick sidewalks, decorative lights, trees, and alley bump outs.

Staff recommends the City Council approve a resolution of support for the Gaming grant application. The application deadline is November 15, 2020. An award would hopefully occur in January 2021, in time for Phase 2 construction to be bid and then start in 2021.

Attachments: Pictures
Downtown Streetscape Plan

Xc: Kim Bear, Executive Director, Community Main Street



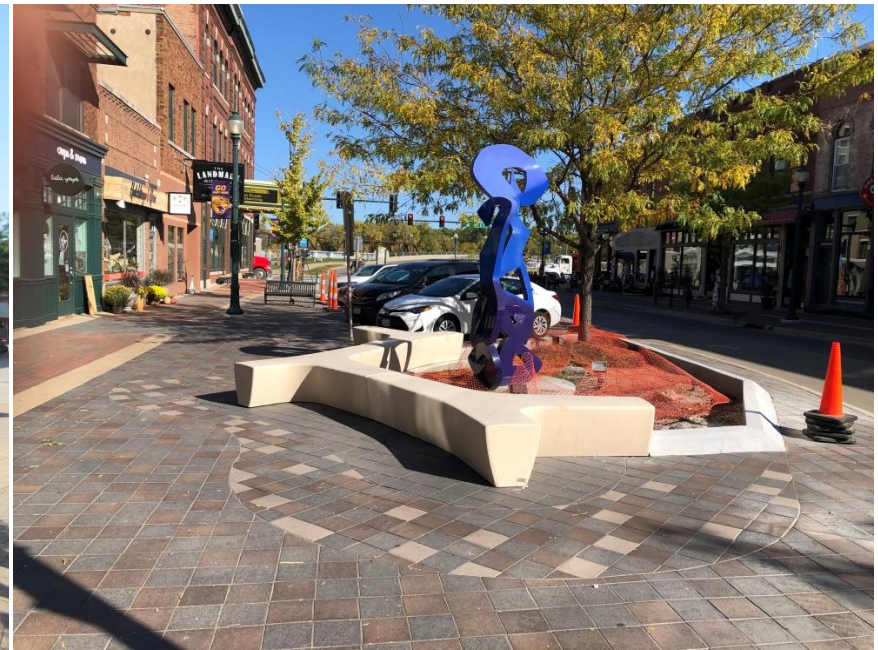
W 3rd Street
2019



2020



Parkade – 100 block (west side)
2019



2020



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
FROM: Debra Frost, Community Services Coordinator
DATE: November 2, 2020
SUBJECT: 2021 Payment Standards for the Section 8 Housing Choice Voucher Program

INTRODUCTION

The Housing Choice Voucher Program, commonly known as Section 8, is a federally funded program administered by the City’s Housing Office that provides rental assistance to lower income individuals and families in need of adequate housing. For families to be successful in finding quality housing, the program adopts payment standards for rental assistance based on federally determined Fair Market Rents (FMR) for our area, which are updated annually. The payment standard is the maximum amount of rental assistance the Housing Office can provide, after the tenant pays 30% of their income toward housing costs.

Payment standards must be within 90% to 110% of the Fair Market Rents, which are published annually by the U.S. Department of Housing and Urban Development (HUD). HUD recently released its Fair Market Rents for 2021. The FMR for the Waterloo-Cedar Falls metro area increased for all unit sizes.

ANALYSIS

The following table documents the current payment standards and the 2020 FMR as compared with the new 2021 FMR and proposed payment standards for 2021

HCV PROGRAM - CURRENT VERSUS PROPOSED 2021 PAYMENT STANDARDS					
	0 Bed	1 Bed	2 Bed	3 Bed	4 Bed
CURRENT PAYMENT STANDARD	\$568	\$664	\$839	\$1095	\$1373
CURRENT 2020 FMR	\$517	\$604	\$763	\$996	\$1249
PROPOSED 2021 PAYMENT STANDARD	\$651	\$737	\$922	\$1222	\$1554
2021 FMR	\$592	\$670	\$839	\$1111	\$1413

In 2020, the FMR determined by HUD, was lower than the previous year, which made it challenging for participants to find housing. The increase in the 2021 FMR is more aligned with the current housing market in Cedar Falls and will allow current and future participants a better chance for finding suitable housing. Historically, the City has opted to utilize a 110% standard for one to four bedroom units, given the city’s relatively higher cost rental market within the metro area. Staff recommends continuing with that practice.

RECOMMENDATION:

Staff's recommended payment standards were reviewed by the Housing Commission at their October meeting and by consensus they recommend the Council approve the new payment standards at 110% of the FMR for 2021.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Mayor Green and City Council
FROM: Michelle Pezley, Planner III
DATE: October 28, 2020

SUBJECT: Request to Set Date of Public Hearing: Community Development Block Grant & HOME Programs - Substantial Amendment to FFY19 Annual Action Plan

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

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

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

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

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

The amendment to the Annual Action Plan will be available at the time of publishing the notice to the paper. The Housing Commission will also review the amendment to the Annual Action Plan in their November meeting and will make a recommendation to the City Council.

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.

Staff recommends setting the public hearing on a substantial amendment to FFY19 Annual Action Plan for November 16, 2020.

Please contact staff with any questions. Thank you.

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



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Robert M. Green and City Council
FROM: Thomas Weintraut, AICP, Planner III
DATE: November 2, 2020
SUBJECT: Rezoning Request 2128 College Street (RZ20-007)

REQUEST: To rezone property from C-3: Commercial Zoning District and R-4 Multiple Residence Zoning District to C-3 Commercial Zoning District.

PETITIONER: Levi Architecture on behalf of S&G PAK, LLC, owner

LOCATION: Northeast corner of the intersection of College and 22nd Streets

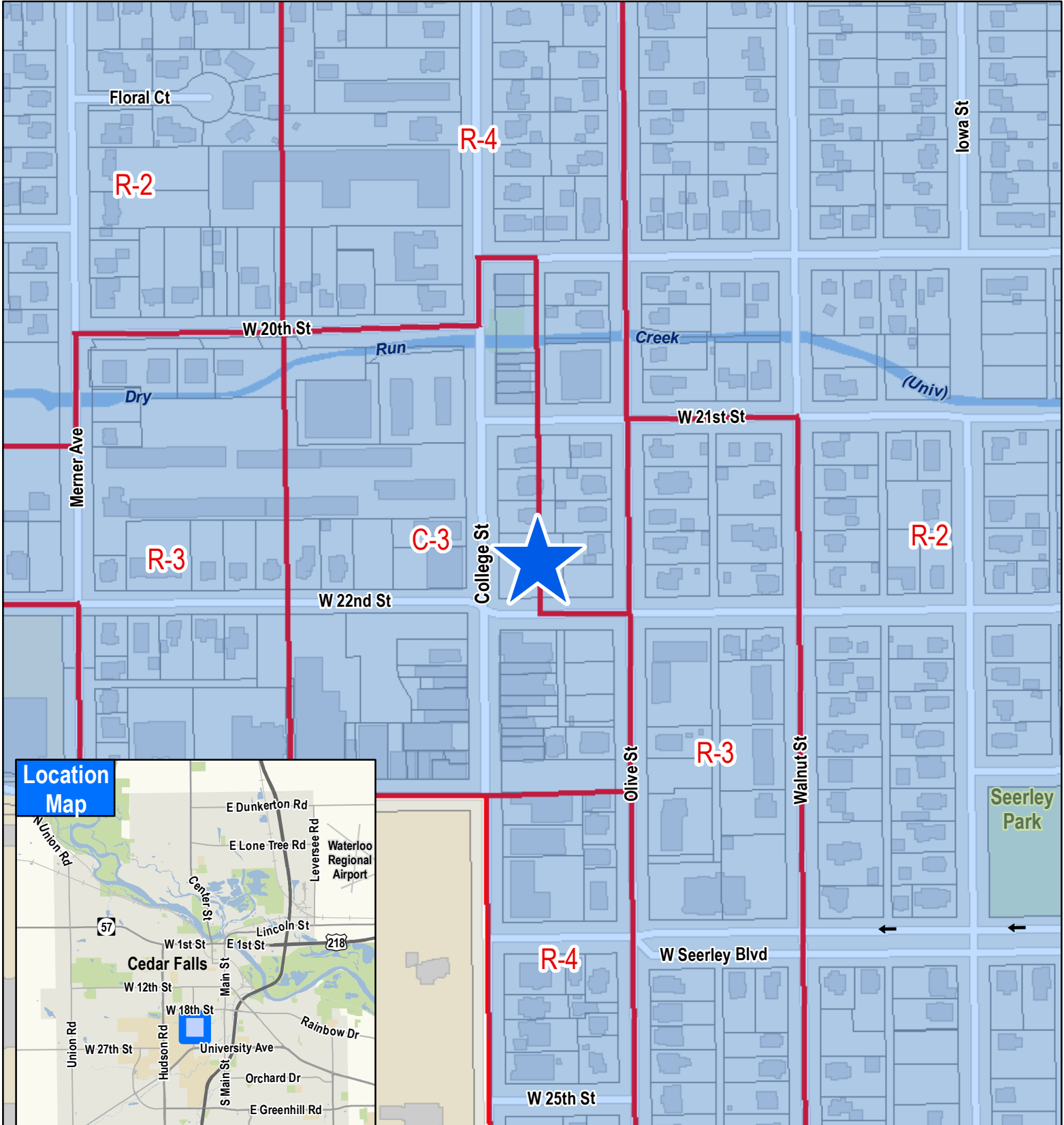
S&G PAK, LLC is requesting to rezone approximately 0.40 acres of land located at the northeast corner of the intersection of College and 22nd Streets from C:3: Commercial Zoning District and R-4 Multiple Residence Zoning District to C-3 Commercial Zoning District. The property is currently zoned C-3 on approximately 82 feet of the western portion of the property and R-4 on approximately the eastern 50 feet. The split zoning is likely the result of the adoption of the Zoning Ordinance and Zoning Maps in 1970. This is no record of the exact area of C-3 zoned portion available, and therefore, the owner is requesting to rezone the entire parcel described in the legal description to the C-3 Commercial Zoning District. The zoning change will make any future redevelopment of the property easier under unified zoning. Staff has recommended approval of the zoning change. The Planning and Zoning Commission has considered the request and unanimously recommended approval.

Staff requests that City Council set a public hearing date for November 16, 2020 to formally consider the change in 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.

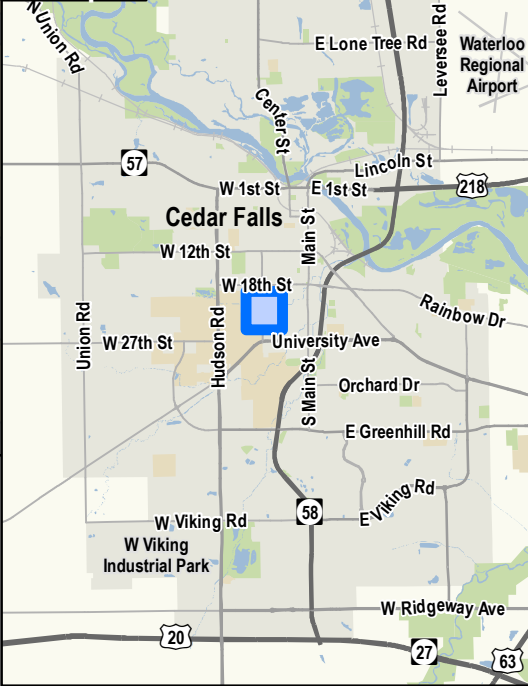
Cedar Falls Planning & Zoning Commission

October 14, 2020

Item 37.



Location Map

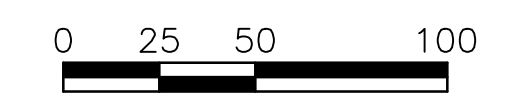
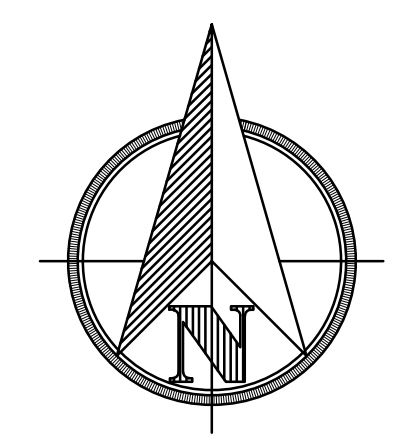
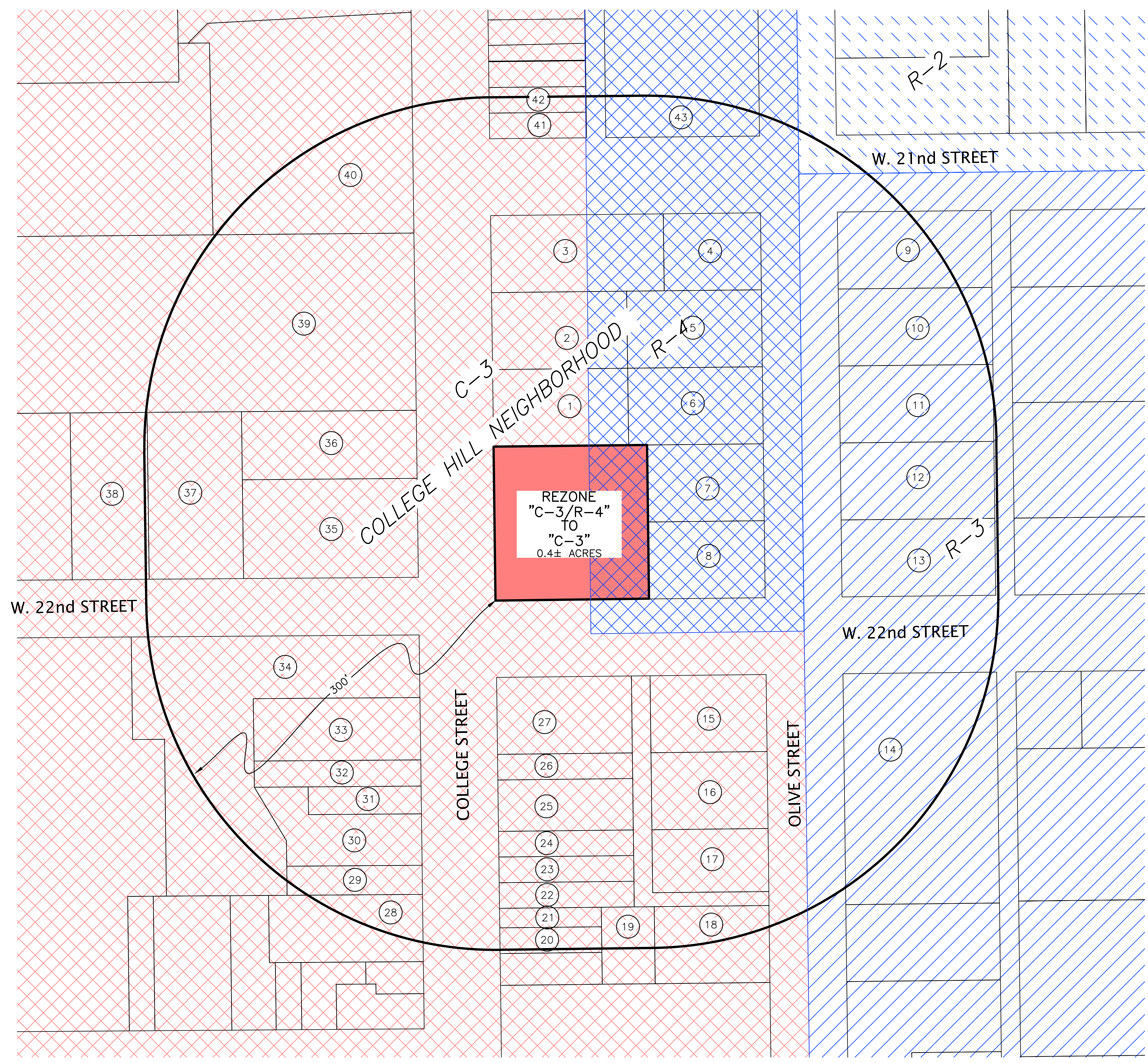


Bani's - 2128 College St
R-4 to C-3

356

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

SEE ATTACHED SHEETS FOR
PROPERTY OWNER NAMES
AND ADDRESSES



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

Daily Invoices for Council Meeting 11/02/20

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----TRANSACTION----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 101 GENERAL FUND								
101-1008-441.72-99						OPERATING SUPPLIES / POSTAGE		
676		04/21 AP		10/18/20	0395054	CMRS-POC	73.35	10/21/20
						POC#8031880-REPL.POSTAGE		
						08/04/20-10/18/20		
						ACCOUNT TOTAL	73.35	73.35
101-1028-441.72-99						OPERATING SUPPLIES / POSTAGE		
676		04/21 AP		10/18/20	0395054	CMRS-POC	139.25	10/21/20
						POC#8031880-REPL.POSTAGE		
						08/04/20-10/18/20		
676		04/21 AP		10/18/20	0395054	CMRS-POC	88.75	10/21/20
						POC#8031880-REPL.POSTAGE		
						08/04/20-10/18/20		
						ACCOUNT TOTAL	228.00	228.00
101-1028-441.81-32						PROFESSIONAL SERVICES / TUITION ASSISTANCE		
703		04/21 AP		10/25/20	0395064	CARMAN, GAVIN	2,709.62	10/27/20
						TUITION REIMBURSEMENT		
						PUBLIC ADMIN. & BUDGETING		
						ACCOUNT TOTAL	2,709.62	2,709.62
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES		
676		04/21 AP		10/18/20	0395054	CMRS-POC	16.10	10/21/20
						POC#8031880-REPL.POSTAGE		
						08/04/20-10/18/20		
						ACCOUNT TOTAL	16.10	16.10
101-1048-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS		
676		04/21 AP		10/06/20	0395056	MERCYONE WATERLOO HOME HEALTH	159.03	10/21/20
						FIRE PHYSICAL-D.BROWN		
						PFT		
						ACCOUNT TOTAL	159.03	159.03
101-1060-423.72-99						OPERATING SUPPLIES / POSTAGE		
676		04/21 AP		10/18/20	0395054	CMRS-POC	39.65	10/21/20
						POC#8031880-REPL.POSTAGE		
						08/04/20-10/18/20		
						ACCOUNT TOTAL	39.65	39.65
101-1118-441.72-99						OPERATING SUPPLIES / POSTAGE		
676		04/21 AP		10/18/20	0395054	CMRS-POC	10.65	10/21/20
						POC#8031880-REPL.POSTAGE		
						08/04/20-10/18/20		
						ACCOUNT TOTAL	10.65	10.65

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
676		04/21 AP		10/18/20	0395054	CMRS-POC	10.75			10/21/20
						POCH#8031880-REPL.POSTAGE				
						08/04/20-10/18/20				
						ACCOUNT TOTAL	10.75	0.00	10.75	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	47.00			10/29/20
						RCD:NTC:FNL.ASSESS.PROC.				
						R.WALKER-2208 COVENTRY				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	47.00			10/29/20
						RCD:NTC:FNL.ASSESS.PROC.				
						DEKOCK-216 IOWA STREET				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	52.00			10/29/20
						RCD:NTC:FNL.ASSESS.PROC.				
						GALLOWAY-1840 RAINBOW DR.				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:LIEN RELEASE				
						ME ASSOC.-1ST & WHITETAIL				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:LIEN RELEASE				
						J.ENGEL-1616 BELLE AVE.				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:LIEN RELEASE				
						J.PLATT-1704 PARKER ST.				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:LIEN RELEASE				
						M.BROWN-2307 W. 3RD ST.				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:LIEN RELEASE				
						M.GETTY-1009 STATE ST.				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:LIEN RELEASE				
						R.WALKER-2208 COVENTRY				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:RESOLUTION #22,139				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	7.00			10/29/20
						RCD:MIN.ASSES.AGRMT.-PRIV				
						DEV.-CRMS, LLC				
715		04/21 AP		10/27/20	0395073	BLACK HAWK CO.RECORDER	57.00			10/29/20
						RCD:STRM.WTR.MAINT.&RPR.				
						AGRMT.-B3 BREW, LLC				
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	17.00			10/19/20
						RCD:ORDINANCE NO.2969				
						RE-RECORDING				
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	17.00			10/19/20
						RCD:RESOLUTION #22,113				
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	7.00			10/19/20
						RCD:PROOF OF PUBLICATION				
						PANTHER BUILDERS				
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	22.00			10/19/20
						RCD:RESOLUTION #22,115				
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	17.00			10/19/20
						RCD:MEMO-AGRMT.-PRIV.DEV.				
						PANTHER BUILDERS				
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	22.00			10/19/20
						RCD:WARRANTY DEED				
						CRMS, LLC				
						ACCOUNT TOTAL	361.00	0.00	361.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	121.28			10/23/20

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY						continued			
UTILITIES THRU 10/01/20									
ACCOUNT TOTAL							121.28	.00	121.28
101-2205-432.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0395054	CMRS-POC	15.30		10/21/20
POC#8031880-REPL.POSTAGE						08/04/20-10/18/20			
ACCOUNT TOTAL							15.30	.00	15.30
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
676		04/21 AP		10/18/20	0395054	CMRS-POC	106.65		10/21/20
POC#8031880-REPL.POSTAGE						08/04/20-10/18/20			
ACCOUNT TOTAL							106.65	.00	106.65
101-2235-412.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0395054	CMRS-POC	186.15		10/21/20
POC#8031880-REPL.POSTAGE						08/04/20-10/18/20			
ACCOUNT TOTAL							186.15	.00	186.15
101-2245-442.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0395054	CMRS-POC	1,156.00		10/21/20
POC#8031880-REPL.POSTAGE						08/04/20-10/18/20			
ACCOUNT TOTAL							1,156.00	.00	1,156.00
101-2253-423.61-11 SALARIES / YOUTH SB/BB WAGES									
715		04/21 AP		10/29/20	0395076	TREASURER, STATE OF IOWA	27.70		10/29/20
UNCLAIMED CK:END 06/30/19						WAGES-CANYON KUHLMANN			
ACCOUNT TOTAL							27.70	.00	27.70
101-2253-423.61-15 SALARIES / YOUTH SPORTS/ACTIVE WAGES									
715		04/21 AP		10/29/20	0395076	TREASURER, STATE OF IOWA	62.33		10/29/20
UNCLAIMED CK:END 06/30/19						WAGES-JESSICA WULFF			
ACCOUNT TOTAL							62.33	.00	62.33
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
676		04/21 AP		10/18/20	0395054	CMRS-POC	92.55		10/21/20

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
						POC#8031880-REPL.POSTAGE			
						08/04/20-10/18/20			
						ACCOUNT TOTAL	92.55	.00	92.55
101-2253-423.85-01 UTILITIES / UTILITIES									
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	4,316.59		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	4,316.59	.00	4,316.59
101-2253-423.85-05 UTILITIES / POOL UTILITIES									
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	1,017.12		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	1,017.12	.00	1,017.12
101-2280-423.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0395054	CMRS-POC	88.25		10/21/20
						POC#8031880-REPL.POSTAGE			
						08/04/20-10/18/20			
						ACCOUNT TOTAL	88.25	.00	88.25
101-2280-423.85-01 UTILITIES / UTILITIES									
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	552.14		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	552.14	.00	552.14
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS									
715		04/21 AP		10/29/20	0395076	TREASURER, STATE OF IOWA	250.00		10/29/20
						UNCLAIMED CK:END 06/30/18			
710		04/21 AP		10/15/17	0318093	GENNA KOESTER		250.00	10/28/20
						VOID-CHECK LOST			
						REFUND-SECURITY DEPOSIT			
						ACCOUNT TOTAL	250.00	250.00	.00
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0395054	CMRS-POC	131.45		10/21/20
						POC#8031880-REPL.POSTAGE			
						08/04/20-10/18/20			
						ACCOUNT TOTAL	131.45	.00	131.45

PREPARED 10/29/2020, 11:36:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.73-10						OTHER SUPPLIES / HEADQUARTER SUPPLIES			
684				04/21	AP 10/20/20 0395061	MERCADO, JAVIER	13.50		10/23/20
						RMB:CHAUFFER'S PERMIT			
676				04/21	AP 10/07/20 0395055	HARRENSTEIN, JEFFREY	13.50		10/21/20
						RMB:CHAUFFER'S PERMIT			
						ACCOUNT TOTAL	27.00	0.00	27.00
101-4511-414.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
658				04/21	AP 10/12/20 0395036	DOUGAN JR, SCOTT	9.98		10/19/20
						RMB:MEAL-DRIV.OPER.TEST			
696				04/21	AP 01/10/20 0394084	DANILSON, CEDRIC		33.87	10/26/20
						VOID-CHECK LOST			
						RMB:FUEL-HAZMAT TESTING			
						ACCOUNT TOTAL	9.98	33.87	23.89-
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
658				04/21	AP 10/15/20 0395046	SHAFER, SAM	10.69		10/19/20
						RMB:STUDY APP.EXAM PREP.			
658				04/21	AP 10/15/20 0395041	LENOX, TYLER	16.04		10/19/20
						RMB:STUDY APP.-FF2 PREP.			
715				04/21	AP 10/10/20 0395075	MCMNAMARA, SHEA	10.69		10/29/20
						RMB:STUDY APP.EXAM PREP.			
						DRIVER OPERATOR TEST			
						ACCOUNT TOTAL	37.42	0.00	37.42
101-4511-414.85-01 UTILITIES / UTILITIES									
684				04/21	AP 10/01/20 0395060	CEDAR FALLS UTILITIES	821.48		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	821.48	0.00	821.48
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
676				04/21	AP 10/13/20 0395053	BERTE, CRAIG	16.58		10/21/20
						RMB:PLANNER BOOK			
						ACCOUNT TOTAL	16.58	0.00	16.58
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
684				04/21	AP 10/01/20 0395060	CEDAR FALLS UTILITIES	131.09		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	131.09	0.00	131.09

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT					
658		04/21 AP		09/14/20	0395040	LECHTENBERG, AUSTIN	165.83			10/19/20	
		RMB:OPT.EQUIP.-GRIP;OPTIC FLEET FARM									
658		04/21 AP		08/31/20	0395048	SMITH JR, TIMOTHY B	56.70			10/19/20	
		RMB:OPT.EQUIP-PISTOL TACO RAPTURE TACTICAL									
658		04/21 AP		08/31/20	0395048	SMITH JR, TIMOTHY B	32.40			10/19/20	
		RMB:OPT.EQUIP-CUFF TACO RAPTURE TACTICAL									
658		04/21 AP		08/31/20	0395048	SMITH JR, TIMOTHY B	34.20			10/19/20	
		RMB:OPT.EQUIP-TOURN.TACO RAPTURE TACTICAL									
658		04/21 AP		08/28/20	0395048	SMITH JR, TIMOTHY B	159.97			10/19/20	
		RMB:OPT.EQUIP.-DBL.BELT BLUE ALPHA									
658		04/21 AP		08/03/20	0395039	LADAGE, ZACH	157.67			10/19/20	
		RMB:OPT.EQUIP-INNER BELT LEAD DEVIL									
658		04/21 AP		08/02/20	0395040	LECHTENBERG, AUSTIN	27.02			10/19/20	
		RMB:OPT.EQUIP.-TACT.BELT GOVX.COM									
		ACCOUNT TOTAL						633.79	.00	633.79	
101-5521-415.72-99 OPERATING SUPPLIES / POSTAGE											
676		04/21 AP		10/18/20	0395054	CMRS-POC	229.60			10/21/20	
		POC#8031880-REPL.POSTAGE 08/04/20-10/18/20									
		ACCOUNT TOTAL						229.60	.00	229.60	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)											
715		04/21 AP		10/21/20	0395072	BECKNER, MARTIN	9.95			10/29/20	
		RMB:MEAL-EXP.BATON INST. JOHNSTON									
696		04/21 AP		04/23/18	0319011	YOUNG, NOLAN		11.76		10/26/20	
		VOID-CHECK LOST RMB:MEAL-ENTRY TEST-ILEA									
		ACCOUNT TOTAL						9.95	11.76	1.81-	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE											
658		04/21 AP		10/06/20	0395033	BURKHARDT, KATIE	31.83			10/19/20	
		RMB:UNIFORM ALLOWANCE BEAUTIFUL MESS BOUTIQUE									
658		04/21 AP		09/21/20	0395033	BURKHARDT, KATIE	34.49			10/19/20	
		RMB:UNIFORM ALLOWANCE KOHL'S									
658		04/21 AP		09/20/20	0395031	BERTE, CRAIG	38.52			10/19/20	
		RMB:UNIFORM ALLOWANCE VON MAUR									
658		04/21 AP		09/20/20	0395033	BURKHARDT, KATIE	16.03			10/19/20	
		RMB:UNIFORM ALLOWANCE SCHEELS									
658		04/21 AP		09/05/20	0395051	YATES, KELLI	39.49			10/19/20	
		RMB:UNIFORM ALLOWANCE NORTH FACE									
658		04/21 AP		09/04/20	0395045	O'NEILL, DENNIS	71.04			10/19/20	
		RMB:UNIFORM ALLOWANCE KOHL'S									
658		04/21 AP		09/02/20	0395034	DEVIC, DUSANKA	128.40			10/19/20	
		RMB:UNIFORM ALLOWANCE ASICS.COM									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE						continued				
658		04/21 AP		08/21/20	0395038	HOWARD, MARK A.	74.90			10/19/20
		RMB:UNIFORM ALLOWANCE				SHEELS				
658		04/21 AP		08/15/20	0395038	HOWARD, MARK A.	111.25			10/19/20
		RMB:UNIFORM ALLOWANCE				GOVX.COM				
658		04/21 AP		08/13/20	0395037	FERGUSON, CLINTON	38.09			10/19/20
		RMB:UNIFORM ALLOWANCE				DICK'S SPORTING GOODS				
658		04/21 AP		08/03/20	0395039	LADAGE, ZACH	160.45			10/19/20
		RMB:UNIFORM ALLOWANCE				AMAZON.COM				
658		04/21 AP		08/03/20	0395031	BERTE, CRAIG	64.20			10/19/20
		RMB:UNIFORM ALLOWANCE				THE SHIRT SHACK				
658		04/21 AP		07/30/20	0395043	MERCADO, JAVIER	75.18			10/19/20
		RMB:UNIFORM ALLOWANCE				UNDER ARMOUR				
658		04/21 AP		07/24/20	0395037	FERGUSON, CLINTON	28.00			10/19/20
		RMB:UNIFORM ALLOWANCE				ALPHALETE ATHLETICS				
658		04/21 AP		07/17/20	0395039	LADAGE, ZACH	34.50			10/19/20
		RMB:UNIFORM ALLOWANCE				LIVESCORE.NET				
ACCOUNT TOTAL							946.37	.00		946.37
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
676		04/21 AP		10/18/20	0395054	CMRS-POC	3.05			10/21/20
		POC#8031880-REPL.POSTAGE				08/04/20-10/18/20				
ACCOUNT TOTAL							3.05	.00		3.05
101-6613-433.85-01 UTILITIES / UTILITIES										
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	171.82			10/23/20
		UTILITIES THRU 10/01/20								
ACCOUNT TOTAL							171.82	.00		171.82
101-6616-446.85-01 UTILITIES / UTILITIES										
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	6,290.74			10/23/20
		UTILITIES THRU 10/01/20								
ACCOUNT TOTAL							6,290.74	.00		6,290.74
101-6623-423.85-01 UTILITIES / UTILITIES										
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	605.30			10/23/20
		UTILITIES THRU 10/01/20								
ACCOUNT TOTAL							605.30	.00		605.30
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE										

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6625-432.72-99						OPERATING SUPPLIES / POSTAGE	continued		
676		04/21 AP		10/18/20	0395054	CMRS-POC	411.25		10/21/20
		POC#8031880-REPL.		POSTAGE		08/04/20-10/18/20			
ACCOUNT TOTAL							411.25	.00	411.25
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
676		04/21 AP		10/18/20	0395054	CMRS-POC	48.20		10/21/20
		POC#8031880-REPL.		POSTAGE		08/04/20-10/18/20			
ACCOUNT TOTAL							48.20	.00	48.20
101-6633-423.85-01 UTILITIES / UTILITIES									
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	1,655.12		10/23/20
		UTILITIES THRU		10/01/20					
ACCOUNT TOTAL							1,655.12	.00	1,655.12
FUND TOTAL							23,780.40	295.63	23,484.77
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL			
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	113.10		10/23/20
		UTILITIES THRU		10/01/20					
ACCOUNT TOTAL							113.10	.00	113.10
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0395054	CMRS-POC	21.55		10/21/20
		POC#8031880-REPL.		POSTAGE		08/04/20-10/18/20			
ACCOUNT TOTAL							21.55	.00	21.55
206-6637-436.85-01 UTILITIES / UTILITIES									
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	229.28		10/23/20
		UTILITIES THRU		10/01/20					
ACCOUNT TOTAL							229.28	.00	229.28
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
676		04/21 AP		10/18/20	0395054	CMRS-POC	9.80		10/21/20
		POC#8031880-REPL.		POSTAGE		08/04/20-10/18/20			

PREPARED 10/29/2020, 11:36:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued			
ACCOUNT TOTAL							9.80	.00	9.80
206-6647-436.85-01 UTILITIES / UTILITIES									
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	1,026.05		10/23/20
						UTILITIES THRU 10/01/20			
ACCOUNT TOTAL							1,026.05	.00	1,026.05
FUND TOTAL							1,399.78	.00	1,399.78
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0037090	CMRS-POC	361.35		10/21/20
						POC#8031880-REPL.POSTAGE			08/04/20-10/18/20
ACCOUNT TOTAL							361.35	.00	361.35
FUND TOTAL							361.35	.00	361.35
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE									
676		04/21 AP		10/18/20	0004598	CMRS-POC	9.00		10/21/20
						POC#8031880-REPL.POSTAGE			08/04/20-10/18/20
ACCOUNT TOTAL							9.00	.00	9.00
FUND TOTAL							9.00	.00	9.00
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
676		04/21 AP		10/13/20	0395057	PETERSON CONTRACTORS	254,994.57		10/21/20
						3153-2019 STREET CONST.			RETAINAGE
PROJECT#:						023153			
ACCOUNT TOTAL							254,994.57	.00	254,994.57
FUND TOTAL							254,994.57	.00	254,994.57

PREPARED 10/29/2020, 11:36:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
676		04/21 AP		10/18/20	0395054	CMRS-POC	29.75			10/21/20
						POC#8031880-REPL.POSTAGE				
						08/04/20-10/18/20				
						ACCOUNT TOTAL	29.75	.00	29.75	
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING										
703		04/21 AP		10/23/20	0395068	SIMPSON, MARK	150.00			10/27/20
						CF FOOTBALL PLAYOFFS				
						ANNOUNCER				
						PROJECT#: 759				
703		04/21 AP		10/23/20	0395067	JOACHIM, JOHN D	150.00			10/27/20
						CF FOOTBALL PLAYOFFS				
						ANNOUNCER				
						PROJECT#: 759				
703		04/21 AP		10/23/20	0395065	DEWITT, JASON	100.00			10/27/20
						CF FOOTBALL PLAYOFFS				
						CAMERA OPERATOR				
						PROJECT#: 759				
703		04/21 AP		10/23/20	0395070	SURMA, JOSEPH EDWARD	100.00			10/27/20
						CF FOOTBALL PLAYOFFS				
						CAMERA OPERATOR				
						PROJECT#: 759				
703		04/21 AP		10/23/20	0395069	STOW, CHRISTIAN	100.00			10/27/20
						CF FOOTBALL PLAYOFFS				
						CAMERA OPERATOR				
						PROJECT#: 759				
703		04/21 AP		10/23/20	0395062	BENSON, ERIC	100.00			10/27/20
						CF FOOTBALL PLAYOFFS				
						CAMERA OPERATOR				
						PROJECT#: 759				
658		04/21 AP		10/15/20	0395047	SIMPSON, MARK	120.00			10/19/20
						CF VBALL-IC LIBERTY				
						ANNOUNCER				
						PROJECT#: 759				
658		04/21 AP		10/15/20	0395042	LONGNECKER, JEREMIAH	120.00			10/19/20
						CF VBALL-IC LIBERTY				
						ANNOUNCER				
						PROJECT#: 759				
658		04/21 AP		10/15/20	0395035	DEWITT, JASON	85.00			10/19/20
						CF VBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
658		04/21 AP		10/15/20	0395049	STOW, CHRISTIAN	85.00			10/19/20
						CF VBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
658		04/21 AP		10/15/20	0395030	BENSON, ERIC	85.00			10/19/20
						CF VBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
658		04/21 AP		10/15/20	0395050	THORN, KEVIN	85.00			10/19/20
						CF VBALL-IC LIBERTY				
						CAMERA OPERATOR				
						PROJECT#: 759				
						ACCOUNT TOTAL	1,280.00	.00	1,280.00	
						FUND TOTAL	1,309.75	.00	1,309.75	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-703	435.72-01	OPERATING SUPPLIES		04/21	AP 10/21/20	0395066 JENNA WILSON	20.00			10/27/20
		REFUND-SEP.PARKING PERMIT				#22N-1411522035				
		ACCOUNT TOTAL					20.00	.00	20.00	
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE										
258-5531-676	435.72-99	OPERATING SUPPLIES		04/21	AP 10/18/20	0395054 CMRS-POC	4.00			10/21/20
		POC#8031880-REPL.POSTAGE				08/04/20-10/18/20				
		ACCOUNT TOTAL					4.00	.00	4.00	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
258-5531-684	435.86-01	REPAIR & MAINTENANCE		04/21	AP 10/01/20	0395060 CEDAR FALLS UTILITIES	15.75			10/23/20
		UTILITIES THRU 10/01/20								
		ACCOUNT TOTAL					15.75	.00	15.75	
		FUND TOTAL					39.75	.00	39.75	
FUND 261 TOURISM & VISITORS										
261-2291-676	423.72-99	OPERATING SUPPLIES		04/21	AP 10/18/20	0395054 CMRS-POC	250.40			10/21/20
		POC#8031880-REPL.POSTAGE				08/04/20-10/18/20				
		ACCOUNT TOTAL					250.40	.00	250.40	
		FUND TOTAL					250.40	.00	250.40	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-676	423.72-99	OPERATING SUPPLIES		04/21	AP 10/18/20	0395054 CMRS-POC	1.00			10/21/20
		POC#8031880-REPL.POSTAGE				08/04/20-10/18/20				
		ACCOUNT TOTAL					1.00	.00	1.00	
262-1092-423.85-01 UTILITIES / UTILITIES										
262-1092-684	423.85-01	UTILITIES		04/21	AP 10/01/20	0395060 CEDAR FALLS UTILITIES	99.05			10/23/20
		UTILITIES THRU 10/01/20								
		ACCOUNT TOTAL					99.05	.00	99.05	

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.87-01 RENTALS / RENTALS										
696		04/21 AP		09/10/20	0394898	JUDY FLORES		250.00		10/26/20
						VOID-CHECK LOST				
						REFUND-SECURITY DEPOSIT				
ACCOUNT TOTAL							.00	250.00	250.00-	
FUND TOTAL							100.05	250.00	149.95-	
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 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										
438-1220-431.98-83 CAPITAL PROJECTS / CEDAR HGTS DRIVE RECON										
715		04/21 AP		10/28/20	0395074	IOWA DEPT-NATURAL RESOURCES	100.00			10/29/20
						CONSTRUCTION PERMIT APPL.				
PROJECT#: 023171										
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	27.00			10/19/20
						TEMP.EASE-MAIERS & HANSEN				
PROJECT#: 023171										
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	27.00			10/19/20
						TEMP.EASE-REORGAN.CHURCH				
PROJECT#: 023171										
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	27.00			10/19/20
						TEMP.EASE-SLR FARMS, LLC				
PROJECT#: 023171										
658		04/21 AP		09/24/20	0395032	BLACK HAWK CO.RECORDER	27.00			10/19/20
						PUB.UTIL.EASE.-SLR FARMS				
PROJECT#: 023171										
ACCOUNT TOTAL							208.00	.00	208.00	

PREPARED 10/29/2020, 11:36:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 438 2020 BOND FUND										
438-1220-431.98-87 CAPITAL PROJECTS / SLOPE REPAIR										
	715			04/21	AP 10/27/20 0395073	BLACK HAWK CO.RECORDER	17.00			10/29/20
						3218-SLOPE STABILIZATION				
						TEMP.EASE.AGRMT.-MILLER				
						PROJECT#: 023218				
	715			04/21	AP 10/27/20 0395073	BLACK HAWK CO.RECORDER	17.00			10/29/20
						3218-SLOPE STABILIZATION				
						TEMP.EASE.AGRMT.-HANSEN				
						PROJECT#: 023218				
						ACCOUNT TOTAL	34.00	.00	34.00	
						FUND TOTAL	242.00	.00	242.00	
FUND 439 2008 BOND FUND										
FUND 443 CAPITAL PROJECTS										
443-1220-431.94-33 CAPITAL PROJECTS / PROPERTY ACQUISITION										
	684			04/21	AP 10/01/20 0395060	CEDAR FALLS UTILITIES	107.27			10/23/20
						UTILITIES THRU 10/01/20				
						ACCOUNT TOTAL	107.27	.00	107.27	
						FUND TOTAL	107.27	.00	107.27	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
FUND 484 ECONOMIC DEVELOPMENT LAND										
FUND 541 2018 STORM WATER BONDS										
FUND 544 2008 SEWER BONDS										
FUND 545 2006 SEWER BONDS										
FUND 546 SEWER IMPROVEMENT FUND										
FUND 547 SEWER RESERVE FUND										
FUND 548 1997 SEWER BOND FUND										
FUND 549 1992 SEWER BOND FUND										
FUND 550 2000 SEWER BOND FUND										
FUND 551 REFUSE FUND										
	551-6675-436.72-99					OPERATING SUPPLIES / POSTAGE				
	676			04/21	AP 10/18/20 0395054	CMRS-POC	70.30			10/21/20
						POC#8031880-REPL.POSTAGE				08/04/20-10/18/20
						ACCOUNT TOTAL	70.30	.00	70.30	
						FUND TOTAL	70.30	.00	70.30	
	551-6685-436.72-99					OPERATING SUPPLIES / POSTAGE				
	676			04/21	AP 10/18/20 0395054	CMRS-POC	141.15			10/21/20
						POC#8031880-REPL.POSTAGE				08/04/20-10/18/20
						ACCOUNT TOTAL	141.15	.00	141.15	

PREPARED 10/29/2020, 11:36:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 551 REFUSE FUND									
551-6685-436.85-01						UTILITIES / UTILITIES			
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	893.26		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	893.26	0.00	893.26
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
703		04/21 AP		10/15/20	0395063	BLACK HAWK CO.LANDFILL	21,792.11		10/27/20
						LANDFILL SRV:10/1-10/15			
						10/1-10/15/20			
						ACCOUNT TOTAL	21,792.11	0.00	21,792.11
						FUND TOTAL	22,896.82	0.00	22,896.82
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-99						OPERATING SUPPLIES / POSTAGE			
676		04/21 AP		10/18/20	0395054	CMRS-POC	20.70		10/21/20
						POC#8031880-REPL.POSTAGE			
						08/04/20-10/18/20			
						ACCOUNT TOTAL	20.70	0.00	20.70
552-6655-436.85-01						UTILITIES / UTILITIES			
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	5,097.41		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	5,097.41	0.00	5,097.41
552-6665-436.72-99						OPERATING SUPPLIES / POSTAGE			
676		04/21 AP		10/18/20	0395054	CMRS-POC	61.60		10/21/20
						POC#8031880-REPL.POSTAGE			
						08/04/20-10/18/20			
						ACCOUNT TOTAL	61.60	0.00	61.60
552-6665-436.85-01						UTILITIES / UTILITIES			
684		04/21 AP		10/01/20	0395060	CEDAR FALLS UTILITIES	13,070.37		10/23/20
						UTILITIES THRU 10/01/20			
						ACCOUNT TOTAL	13,070.37	0.00	13,070.37
552-6665-436.86-33						REPAIR & MAINTENANCE / SLUDGE REMOVAL			
703		04/21 AP		10/15/20	0395063	BLACK HAWK CO.LANDFILL	122.53		10/27/20
						LANDFILL SRV:10/1-10/15			
						10/1-10/15/20			
						ACCOUNT TOTAL	122.53	0.00	122.53

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
FUND TOTAL							18,372.61	.00	18,372.61
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
676		04/21	AP	10/18/20	0395054	CMRS-POC	5.00		10/21/20
						POC#8031880-REPL.POSTAGE			08/04/20-10/18/20
ACCOUNT TOTAL							5.00	.00	5.00
FUND TOTAL							5.00	.00	5.00
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
676		04/21	AP	10/18/20	0395054	CMRS-POC	72.50		10/21/20
						POC#8031880-REPL.POSTAGE			08/04/20-10/18/20
ACCOUNT TOTAL							72.50	.00	72.50
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
676		04/21	AP	10/06/20	0395059	U.S. CELLULAR	89.46		10/21/20
						CELL PHONE:10/6-11/5/20			
703		04/21	AP	10/06/20	0395071	U.S. CELLULAR	2,491.35		10/27/20
						WIRELESS SRV:10/6-11/5/20			
696		04/21	AP	08/19/20	0394874	VERIZON WIRELESS		1,140.01	10/26/20
						VOID-CHECK LOST			WIRELESS SRV:8/20-9/19/20
ACCOUNT TOTAL							2,580.81	1,140.01	1,440.80
FUND TOTAL							2,653.31	1,140.01	1,513.30
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE			
677		04/21	AP	10/21/20	0395052	ADVANTAGE ADMINISTRATORS	5,865.43		10/21/20
						CAFETERIA PLAN:10/23/20			
677		04/21	AP	10/21/20	0395058	TEAMSTERS LOCAL #238	4,155.72		10/21/20
						UNION DUES-OCTOBER 2020			
ACCOUNT TOTAL							10,021.15	.00	10,021.15

PREPARED 10/29/2020, 11:36:59
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 04/2021

Item 38.

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 686 PAYROLL FUND									
FUND TOTAL							10,021.15	.00	10,021.15
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
658		04/21 AP	09/16/20	0395044		MERCYONE WATERLOO MEDICAL CEN	192.00		10/19/20
W/C:G.MILLER-09/16/20									
ACCOUNT TOTAL							192.00	.00	192.00
FUND TOTAL							192.00	.00	192.00
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							336,735.21	1,685.64	335,049.57

Council Invoices for Council Meeting 11/02/20

Item 38.

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.83-05				05/21 AP 10/22/20	0000000	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) HOLIDAY INN-CONFERENCE CENTER	100.80			10/29/20
713						HOTEL-IMFOA CONF.DANIELSE DES MOINES 10/22-10/23/20				
ACCOUNT TOTAL							100.80	.00	100.80	
101-1028-441.81-50				05/21 AP 10/11/20	0000000	PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS MERCYONE WATERLOO MEDICAL CEN	1,224.00			10/29/20
694						PRE-EMPLOY.PHYS-SEPT'20				
ACCOUNT TOTAL							1,224.00	.00	1,224.00	
101-1028-441.81-52				05/21 AP 10/11/20	0000000	PROFESSIONAL SERVICES / DRUG TESTING MERCYONE WATERLOO MEDICAL CEN	455.00			10/29/20
694						DRUG TESTING-SEPT'20				
ACCOUNT TOTAL							455.00	.00	455.00	
101-1028-441.81-53				05/21 AP 10/16/20	0000000	PROFESSIONAL SERVICES / JOB NOTICES CEDAR VALLEY SAVER, INC	51.00			10/29/20
661						JOB AD:PUBLIC SAFETY OFFI DISPLAY AD, WEB AD				
ACCOUNT TOTAL							51.00	.00	51.00	
101-1028-441.81-56				05/21 AP 10/11/20	0000000	PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG MERCYONE WATERLOO MEDICAL CEN	6,360.00			10/29/20
694						INFLUENZA VACCINE				
ACCOUNT TOTAL							6,360.00	.00	6,360.00	
101-1028-441.83-05				05/21 AP 10/22/20	0000000	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) HOLIDAY INN-CONFERENCE CENTER	100.80			10/29/20
713						HOTEL-IMFOA CONF.ROEDING DES MOINES 10/22-10/23/20				
ACCOUNT TOTAL							100.80	.00	100.80	
101-1048-441.81-29				05/21 AP 11/01/20	0000000	PROFESSIONAL SERVICES / LEGAL CONSULTANTS SWISHER & COHRT, P.L.C.	2,600.00			10/29/20
661						LEGAL SERVICES-NOV'20				
661				05/21 AP 11/01/20	0000000	AHLERS AND COONEY, P.C.	3,900.00			10/29/20
						LEGAL SERVICES-NOV'20				
ACCOUNT TOTAL							6,500.00	.00	6,500.00	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1048-441.81-30						PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT				10/29/20
661		05/21 AP		11/01/20	0000000	SWISHER & COHRT, P.L.C.	1,000.00			
						LEGAL SERVICES-NOV'20				
						ACCOUNT TOTAL	1,000.00	.00	1,000.00	
101-1048-441.81-51						PROFESSIONAL SERVICES / POST-EMPLOYMENT PHYSICALS				10/29/20
694		05/21 AP		10/11/20	0000000	MERCYONE WATERLOO MEDICAL CEN	2,068.00			
						POST-EMPLOY.PHYS-SEPT'20				
						ACCOUNT TOTAL	2,068.00	.00	2,068.00	
101-1199-421.31-40						HUMAN DEVELOPMENT GRANTS / GRANTS - PARKS				10/29/20
691		05/21 AP		10/15/20	0000000	BLACK HAWK MEMORIAL CO., INC.	360.00			
						9 VETERANS BRICKS VETS PARK				
						ACCOUNT TOTAL	360.00	.00	360.00	
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				10/29/20
694		05/21 AP		10/16/20	0000000	COURIER LEGAL COMMUNICATIONS	415.72			
						10/5/20 CC MTG.MINS/BILLS				10/29/20
694		05/21 AP		10/15/20	0000000	COURIER LEGAL COMMUNICATIONS	184.47			
						FY20 ANNUAL FINANCIAL RPT				10/29/20
661		05/21 AP		10/09/20	0000000	COURIER LEGAL COMMUNICATIONS	29.17			
						ORD.2970-4 WAY STOP WALNUT/12TH				
						ACCOUNT TOTAL	629.36	.00	629.36	
101-2235-412.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES				10/29/20
672		05/21 AP		10/15/20	0000000	COOLEY SANITATION LLC	600.70			
						2413 OLIVE ST CLEAN UP				10/29/20
717		04/21 AP		08/06/20	0135030	PROFESSIONAL LAWN CARE, LLC		1,330.00		
						DESCRIPTION CORRECTION				10/29/20
717		04/21 AP		08/06/20	0135030	PROFESSIONAL LAWN CARE, LLC	1,330.00			
						CODE ENF.MOW-1304 WALNUT				10/29/20
						CODE ENF.MOW 1303 WALNUT				
						ACCOUNT TOTAL	1,930.70	1,330.00	600.70	
101-2235-412.72-19						OPERATING SUPPLIES / PRINTING				10/29/20
672		05/21 AP		10/14/20	0000000	PARKADE PRINTER, INC.	99.65			
						PLUMBING INSPECTION LABEL				
						ACCOUNT TOTAL	99.65	.00	99.65	

PREPARED 10/29/2020, 11:23:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
661		05/21	AP	10/12/20	0000000 KIRK GROSS COMPANY	30.00		10/29/20
					NAME PLATE-C SEVY PLATE HOLDER			
661		05/21	AP	10/12/20	0000000 KIRK GROSS COMPANY	10.00		10/29/20
					NAME PLATE-M PEZLEY			
ACCOUNT TOTAL						40.00	.00	40.00
101-2245-442.72-19 OPERATING SUPPLIES / PRINTING								
661		05/21	AP	10/08/20	0000000 COURIER LEGAL COMMUNICATIONS	26.16		10/29/20
					P&Z NTC-REZONING-OSTER			
661		05/21	AP	07/16/20	0000000 COURIER LEGAL COMMUNICATIONS	38.23		10/29/20
					P&Z NTC-REZONE CFHS LAND			
ACCOUNT TOTAL						64.39	.00	64.39
101-2245-442.81-16 PROFESSIONAL SERVICES / ZONING ORDINANCE								
672		05/21	AP	10/15/20	0000000 FERRELL MADDEN	50,000.00		10/29/20
					3221-COLLEGE HILL VSN&ZN CHARRETTE			
PROJECT#:		023221						
ACCOUNT TOTAL						50,000.00	.00	50,000.00
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS/ACTIVE EQUIP								
691		05/21	AP	10/17/20	0000000 XPRESSIONS	47.20		10/29/20
					YOUTH BBALL SHIRTS AMVETS-KINDERGARTEN			
691		05/21	AP	10/17/20	0000000 XPRESSIONS	70.80		10/29/20
					YOUTH BBALL SHIRTS 1ST NATIONAL-1ST & 2ND			
691		05/21	AP	10/17/20	0000000 XPRESSIONS	118.00		10/29/20
					YOUTH BBALL SHIRTS LIONS-3RD & 4TH GRADE			
691		05/21	AP	09/28/20	0000000 H2I GROUP	258.00		10/29/20
					VOLLEYBALL WINCH KIT			
ACCOUNT TOTAL						494.00	.00	494.00
101-2253-423.72-32 OPERATING SUPPLIES / ADULT SPORTS SUPPLIES								
691		05/21	AP	10/15/20	0000000 IOWA SPORTS SUPPLY, INC.	75.00		10/29/20
					ORANGE BASE PLUG			
ACCOUNT TOTAL						75.00	.00	75.00
101-2253-423.86-31 REPAIR & MAINTENANCE / SWIM POOL REPAIR & MAINT.								
691		05/21	AP	08/11/20	0000000 CARRICO AQUATIC RESOURCES INC	60.13		10/29/20
					TITRATING REAGENT			
ACCOUNT TOTAL						60.13	.00	60.13

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.87-04 RENTALS / CF SCHOOL FACILITIES										
691		05/21 AP		10/26/20	0000000	CEDAR FALLS COMMUNITY SCHOOLS FACILITY USAGE 2020-2021	15,000.00			10/29/20
ACCOUNT TOTAL							15,000.00	.00	15,000.00	
101-2253-423.89-06 MISCELLANEOUS SERVICES / INDOOR POOL OPERATIONS										
691		05/21 AP		10/26/20	0000000	CEDAR FALLS COMMUNITY SCHOOLS POOL USAGE 2020-2021	26,000.00			10/29/20
ACCOUNT TOTAL							26,000.00	.00	26,000.00	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										
706		05/21 AP		10/15/20	0000000	MINNESOTA CLAY USA GLAZE, CLAY, AND FREIGHT	581.13			10/29/20
ACCOUNT TOTAL							581.13	.00	581.13	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
706		05/21 AP		10/20/20	0000000	CITY LAUNDERING CO. RUG SERVICE	29.30			10/29/20
706		05/21 AP		10/08/20	0000000	WAACK, EVELYN D INSTRUCTION OF 3 DAY WORKSHOP	135.00			10/29/20
ACCOUNT TOTAL							164.30	.00	164.30	
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
706		05/21 AP		10/02/20	0000000	THORNTON, AMYA PERFORMANCE AT DEDICATION B.BROWN MEMORIAL FUNDS	200.00			10/29/20
ACCOUNT TOTAL							200.00	.00	200.00	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
687		05/21 AP		10/19/20	0000000	CITY LAUNDERING CO. TOWELS;MATS-PSS BUILDING	21.00			10/29/20
ACCOUNT TOTAL							21.00	.00	21.00	
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
687		05/21 AP		10/16/20	0000000	BLACK HAWK CO.E911-TREASURER FIRE EDACS FEE;OCT-DEC'20	2,759.76			10/29/20
ACCOUNT TOTAL							2,759.76	.00	2,759.76	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-99						OPERATING SUPPLIES / POSTAGE			
694		05/21 AP		10/21/20	00000000	FEDERAL EXPRESS	21.70		10/29/20
						SHIP TO WITMER PUBL.SFTY			
						EXCHANGE HELMETS			
694		05/21 AP		10/21/20	00000000	FEDERAL EXPRESS	21.70		10/29/20
						SHIP TO WITMER PUBL.SFTY			
						EXCHANGE HELMETS			
						ACCOUNT TOTAL	43.40	.00	43.40
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
690		05/21 AP		10/15/20	00000000	CINTAS FIRST AID & SAFETY	14.53		10/29/20
						RESTOCK FD FIRST AID KIT			
687		05/21 AP		10/06/20	00000000	SIGNS BY TOMORROW	170.00		10/29/20
						LADDER SAFETY LABELS			
						ACCOUNT TOTAL	184.53	.00	184.53
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
687		05/21 AP		10/26/20	00000000	KIRKWOOD COMMUNITY COLLEGE	1,458.00		10/29/20
						FIREFIGHTER 1 CERT.-ROSS			
						CEDAR RAPIDS;7/6-8/14/20			
687		05/21 AP		10/14/20	00000000	FIRE SERVICE TRNG. BUREAU	100.00		10/29/20
						2 CERT.FEE-INSTRUCTOR 1			
						ZACH LADAGE/LUCAS SCHMIDT			
687		05/21 AP		10/12/20	00000000	FIRE SERVICE TRNG. BUREAU	50.00		10/29/20
						1 CERT.FEE-DRIV.OPER.PUMP			
						SAMUEL SHAFER			
687		05/21 AP		10/06/20	00000000	FIRE SERVICE TRNG. BUREAU	50.00		10/29/20
						1 CERT.FEE-FIRE FIGHTER 2			
						TYLER LENOX			
687		05/21 AP		10/06/20	00000000	FIRE SERVICE TRNG. BUREAU	50.00		10/29/20
						1 CERT.FEE-DRIV.OPER.PUMP			
						KYLE MANTERNACH			
						ACCOUNT TOTAL	1,708.00	.00	1,708.00
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
687		05/21 AP		07/08/20	00000000	WERTJES UNIFORMS	377.97		10/29/20
						PSO UNIFORM ALLOWANCE			
						CAITLIN RYAN			
687		05/21 AP		07/02/20	00000000	WERTJES UNIFORMS	101.98		10/29/20
						UNIFORM ALLOWANCE-SHORTS			
						KYLE MANTERNACH			
687		05/21 AP		07/02/20	00000000	WERTJES UNIFORMS	50.99		10/29/20
						UNIFORM ALLOWANCE-SHORTS			
						SCOTT DOUGAN			
						ACCOUNT TOTAL	530.94	.00	530.94
101-4511-414.93-01 EQUIPMENT / EQUIPMENT									
687		05/21 AP		10/22/20	00000000	SIGNS BY TOMORROW	806.75		10/29/20
						RENUMBER TANKER TRUCKS			
						ACCOUNT TOTAL	806.75	.00	806.75

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-5521-415.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
690		05/21	AP	10/15/20	0000000 STOREY KENWORTHY PENS	30.04		10/29/20	
					ACCOUNT TOTAL	30.04	.00	30.04	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
687		05/21	AP	10/19/20	0000000 CITY LAUNDERING CO.	21.00		10/29/20	
690		05/21	AP	10/15/20	0000000 TOWELS;MATS-PSS BUILDING CINTAS FIRST AID & SAFETY	44.91		10/29/20	
690		05/21	AP	10/12/20	0000000 RESTOCK PD FIRST AID KIT O'DONNELL ACE HARDWARE CASE #20-076975	5.69		10/29/20	
					ACCOUNT TOTAL	71.60	.00	71.60	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
690		05/21	AP	07/08/20	0000000 WERTJES UNIFORMS	505.84		10/29/20	
690		05/21	AP	07/08/20	0000000 INTL.EQUIP.-NEW OFFICER CAITLIN RYAN	208.58		10/29/20	
					ACCOUNT TOTAL	714.42	.00	714.42	
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES									
690		05/21	AP	10/16/20	0000000 BLACK HAWK CO.E911-TREASURER	4,336.76		10/29/20	
					POL.EDACS FEES;OCT-DEC'20				
					ACCOUNT TOTAL	4,336.76	.00	4,336.76	
101-5521-415.72-29 OPERATING SUPPLIES / MIRT EQUIPMENT									
690		05/21	AP	10/23/20	0000000 50 MIRT PATCHES EMBLEM ENTERPRISES, INC.	192.39		10/29/20	
					ACCOUNT TOTAL	192.39	.00	192.39	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
690		05/21	AP	07/20/20	0000000 WERTJES UNIFORMS	168.00		10/29/20	
690		05/21	AP	07/14/20	0000000 UNIFORM ALLOWANCE-PANTS CARSON BARRON	42.95		10/29/20	
690		05/21	AP	07/08/20	0000000 UNIFORM ALLOWANCE-GLOVES ETHAN SCHULTZEN	897.39		10/29/20	
690		05/21	AP	07/08/20	0000000 INTL.UNIFORM-NEW OFFICER WERTJES UNIFORMS CAITLIN RYAN	72.90		10/29/20	
					ACCOUNT TOTAL				

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-5521-415.89-40					MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
690		05/21 AP		07/06/20	0000000 WERTJES UNIFORMS	57.99		10/29/20	
					UNIFORM ALLOWANCE-PANTS CRAIG BERTE				
					ACCOUNT TOTAL	1,239.23	.00	1,239.23	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY									
690		05/21 AP		10/06/20	0000000 CEDAR BEND HUMANE SOCIETY	3,123.00		10/29/20	
					SEP'20 ANIMAL SURRENDER				
					ACCOUNT TOTAL	3,123.00	.00	3,123.00	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
697		05/21 AP		10/21/20	0000000 O'DONNELL ACE HARDWARE	6.99		10/29/20	
					ADHESIVE				
686		05/21 AP		09/30/20	0000000 NAPA AUTO PARTS	14.31		10/29/20	
					PARTS & EXPENSES SEPT'20 CEMETERY				
717		04/21 AP		07/31/20	0135099 CULLIGAN WATER CONDITIONING	65.00		10/29/20	
					WATER GREENWOOD CEMETERY				
717		04/21 AP		06/30/20	0135099 CULLIGAN WATER CONDITIONING	71.50		10/29/20	
					WATER-GREENWOOD				
					ACCOUNT TOTAL	157.80	.00	157.80	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
697		05/21 AP		10/21/20	0000000 MARTIN BROS.DISTRIBUTING	672.36		10/29/20	
					WIPES,SOAP,PURELL,LINERS, TOWELS				
PROJECT#:					062501				
697		05/21 AP		10/21/20	0000000 MARTIN BROS.DISTRIBUTING	23.80		10/29/20	
					WIPES,SOAP,PURELL,LINERS, TOWELS				
PROJECT#:					062505				
697		05/21 AP		10/21/20	0000000 MARTIN BROS.DISTRIBUTING	23.80		10/29/20	
					WIPES,SOAP,PURELL,LINERS, TOWELS				
PROJECT#:					062509				
697		05/21 AP		10/19/20	0000000 ECHO GROUP, INC.	74.60		10/29/20	
					LED LIGHT BULBS				
PROJECT#:					062503				
697		05/21 AP		10/19/20	0000000 ECHO GROUP, INC.	81.30		10/29/20	
					LIGHT BULBS				
PROJECT#:					062501				
675		05/21 AP		10/16/20	0000000 MARTIN BROS.DISTRIBUTING	49.50		10/29/20	
					WIPES,TOWELS,TISSUES, LINERS,URINAL SCREENS				
PROJECT#:					062501				
675		05/21 AP		10/16/20	0000000 MARTIN BROS.DISTRIBUTING	389.48		10/29/20	
					WIPES,TOWELS,TISSUES, LINERS, URINAL SCREENS				
PROJECT#:					062506				
675		05/21 AP		10/16/20	0000000 MARTIN BROS.DISTRIBUTING	38.48		10/29/20	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued		
WIPES,TOWELS, TISSUES, LINERS, URINAL SCREENS								
PROJECT#:		062505						
697		05/21 AP		10/16/20 0000000	ECHO GROUP, INC.	81.10		10/29/20
LED BULBS								
PROJECT#:		062503						
675		05/21 AP		10/12/20 0000000	O'DONNELL ACE HARDWARE	8.99		10/29/20
BATTERIES								
PROJECT#:		062505						
686		05/21 AP		09/30/20 0000000	NAPA AUTO PARTS	1,270.73		10/29/20
PARTS & EXPENSES SEPT'20 PUBLIC BUILDINGS								
ACCOUNT TOTAL						2,714.14	.00	2,714.14
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR								
697		05/21 AP		10/08/20 0000000	CHRISTIE DOOR COMPANY	87.00		10/29/20
GARAGE DOOR BUTTON								
PROJECT#:		062506						
ACCOUNT TOTAL						87.00	.00	87.00
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS								
697		05/21 AP		10/22/20 0000000	CITY LAUNDERING CO.	40.00		10/29/20
MAT SERVICE								
PROJECT#:		062506						
697		05/21 AP		10/20/20 0000000	CITY LAUNDERING CO.	20.00		10/29/20
MAT SERVICE CITY HALL								
PROJECT#:		062501						
697		05/21 AP		10/15/20 0000000	KOCH CONSTRUCTION, INC.	243.75		10/29/20
ROOF REPAIR HEARST CTR								
PROJECT#:		062506						
697		05/21 AP		10/15/20 0000000	KOCH CONSTRUCTION, INC.	899.71		10/29/20
ROOF REPAIR-ANNEX BLDG POST OFFICE/BIKE TECH								
PROJECT#:		062502						
ACCOUNT TOTAL						1,203.46	.00	1,203.46
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING								
675		05/21 AP		10/06/20 0000000	AIRE SERV.OF THE CEDAR VALLEY	220.00		10/29/20
HVAC REPAIR								
PROJECT#:		062507						
697		05/21 AP		10/01/20 0000000	PLUMB TECH INC.	1,024.46		10/29/20
REPAIR/INSPECT BOILERS, SEAL KITS								
PROJECT#:		062511						
ACCOUNT TOTAL						1,244.46	.00	1,244.46

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-6616-446.93-01					EQUIPMENT / EQUIPMENT				
697		05/21	AP	10/19/20	0000000 VAN METER, INC.	3,837.36		10/29/20	
					LED PARKING LOT LIGHTS				
PROJECT#:					062507				
					ACCOUNT TOTAL	3,837.36	.00	3,837.36	
101-6625-432.72-99 OPERATING SUPPLIES / POSTAGE									
694		05/21	AP	10/21/20	0000000 FEDERAL EXPRESS	65.00		10/29/20	
					SHIP TO PETERSON CONTRACT				
					ACCOUNT TOTAL	65.00	.00	65.00	
101-6625-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
707		05/21	AP	10/05/20	0000000 TERRACON CONSULTANTS, INC.	309.21		10/29/20	
					3151-THE ARBORS 4TH ADD. ADD'L TESTING 9/21-26/20				
PROJECT#:					023151				
707		05/21	AP	10/05/20	0000000 TERRACON CONSULTANTS, INC.	191.96		10/29/20	
					3151-THE ARBORS 4TH ADD. SERVICES THRU 09/26/20				
PROJECT#:					023151				
					ACCOUNT TOTAL	501.17	.00	501.17	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE									
707		05/21	AP	10/20/20	0000000 MIDAMERICAN ENERGY	10.24		10/29/20	
					FINCHFORD RIVER GAUGE 09/21/20-10/20/20				
					ACCOUNT TOTAL	10.24	.00	10.24	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
697		05/21	AP	10/23/20	0000000 O'DONNELL ACE HARDWARE	26.66		10/29/20	
					KEYS, BROOM KEY STEM				
697		05/21	AP	10/23/20	0000000 BLACK HAWK CO. EXTENSION	105.00		10/29/20	
					APPLICATOR REFRESHER COURSE- RYAN R. KIM A.				
697		05/21	AP	10/19/20	0000000 O'DONNELL ACE HARDWARE	9.98		10/29/20	
					BLEACH				
697		05/21	AP	10/19/20	0000000 O'DONNELL ACE HARDWARE	15.38		10/29/20	
					SEALANT AND CAULK				
697		05/21	AP	10/16/20	0000000 MENARDS-CEDAR FALLS	39.96		10/29/20	
					ROOF VENTS				
697		05/21	AP	10/15/20	0000000 DIAMOND VOGEL PAINT - #52	130.80		10/29/20	
					TARPS CANVAS DROPS				
686		05/21	AP	10/14/20	0000000 SERVICEWEAR APPAREL, INC.	135.16		10/29/20	
					UNIFORMS FOR ALLEN IVERSON				
697		05/21	AP	10/14/20	0000000 BUILDERS SELECT LLC	20.99		10/29/20	
					LUMBER				

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6633-423.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES			continued
697		05/21 AP		10/14/20 0000000	BUILDERS SELECT LLC	44.46		10/29/20
					ROOFING BLADE, STAPLE			
697		05/21 AP		10/09/20 0000000	MTI DISTRIBUTING, INC. UNIT	10,863.60		10/29/20
697		05/21 AP		10/08/20 0000000	MENARDS-CEDAR FALLS	72.64		10/29/20
686		05/21 AP		09/30/20 0000000	NAPA AUTO PARTS	314.78		10/29/20
					PARTS & EXPENSES SEPT'20			
717		04/21 AP		07/31/20 0135099	CULLIGAN WATER CONDITIONING		65.00	10/29/20
					ACCOUNT CORRECTION WATER GREENWOOD CEMETERY			
717		04/21 AP		06/30/20 0135099	CULLIGAN WATER CONDITIONING		71.50	10/29/20
					ACCOUNT CORRECTION WATER			
					ACCOUNT TOTAL	11,779.41	136.50	11,642.91
					FUND TOTAL	150,920.12	1,466.50	149,453.62
FUND 203 TAX INCREMENT FINANCING								
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.72-16					OPERATING SUPPLIES / TOOLS			
697		05/21 AP		10/20/20 0000000	GIERKE-ROBINSON COMPANY, INC.	37.51		10/29/20
					TOOLS-UNIT 2961 TOOL VAN			
					ACCOUNT TOTAL	37.51	0.00	37.51
206-6637-436.72-17					OPERATING SUPPLIES / UNIFORMS			
686		05/21 AP		10/08/20 0000000	SERVICEWEAR APPAREL, INC.		42.34	10/29/20
					RETURN FOR WRONG PANTS JOSH TIMMERMAN			
686		05/21 AP		09/22/20 0000000	SERVICEWEAR APPAREL, INC.	46.54		10/29/20
					UNIFORMS FOR JOSH TIMMERMAN			
					ACCOUNT TOTAL	46.54	42.34	4.20
206-6637-436.72-57					OPERATING SUPPLIES / ICE CONTROL			
697		05/21 AP		10/22/20 0000000	BLACK HAWK RENTAL	14.00		10/29/20
					CHAIN SAW CHAIN FOR TRIMMING PLOW ROUTES			
					ACCOUNT TOTAL	14.00	0.00	14.00
206-6637-436.73-32					OTHER SUPPLIES / STREETS			
697		05/21 AP		10/15/20 0000000	BMC AGGREGATES L.C.	223.88		10/29/20
					3/8 WASH CHIP-SPRAY PATCH			
675		05/21 AP		10/14/20 0000000	GIERKE-ROBINSON COMPANY, INC.	99.44		10/29/20
					EXPANSION FOR CONCRETE POURS			

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued				
697		05/21	AP	10/14/20	0000000	BENTON'S READY MIX CONCRETE, BARNETT	321.75			10/29/20
697		05/21	AP	10/13/20	0000000	BENTON'S READY MIX CONCRETE, BIRDSALL DR	605.00			10/29/20
697		05/21	AP	10/10/20	0000000	ASPRO, INC.	141.68			10/29/20
697		05/21	AP	10/10/20	0000000	ASPRO, INC.	199.76			10/29/20
697		05/21	AP	10/10/20	0000000	BMC AGGREGATES L.C.	113.66			10/29/20
675		05/21	AP	10/08/20	0000000	BENTON'S READY MIX CONCRETE, REPAIR -BIRDSALL	665.50			10/29/20
686		05/21	AP	09/30/20	0000000	NAPA AUTO PARTS STREETS	403.96			10/29/20
ACCOUNT TOTAL							2,774.63	.00	2,774.63	
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
675		05/21	AP	10/07/20	0000000	DICK'S PETROLEUM COMPANY SYSTEM 1500 BLUFF ST	11,000.08			10/29/20
675		05/21	AP	10/07/20	0000000	DICK'S PETROLEUM COMPANY 1500 BLUFF STREET	24,093.64			10/29/20
ACCOUNT TOTAL							35,093.72	.00	35,093.72	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
675		05/21	AP	10/12/20	0000000	O'DONNELL ACE HARDWARE	4.39			10/29/20
686		05/21	AP	10/09/20	0000000	ECHO GROUP, INC.	175.05			10/29/20
ACCOUNT TOTAL							179.44	.00	179.44	
206-6647-436.72-62 OPERATING SUPPLIES / PAINT										
686		05/21	AP	10/16/20	0000000	DIAMOND VOGEL PAINT - #64/#55	8.29			10/29/20
686		05/21	AP	10/12/20	0000000	DIAMOND VOGEL PAINT - #64/#55	80.95			10/29/20
ACCOUNT TOTAL							89.24	.00	89.24	
FUND TOTAL							38,235.08	42.34	38,192.74	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 215 HOSPITAL FUND								
215-1230-421.88-45					OUTSIDE AGENCIES / COMMUNITY HEALTH CARE PR.			
694		05/21	AP	10/22/20	SUCCESSLINK 1ST QTR 2021	723.38		10/29/20
					HTFB:TOGETHER FOR YOUTH			
					ACCOUNT TOTAL	723.38	.00	723.38
					FUND TOTAL	723.38	.00	723.38
FUND 216 POLICE BLOCK GRANT FUND								
FUND 217 SECTION 8 HOUSING FUND								
FUND 223 COMMUNITY BLOCK GRANT								
223-2224-432.72-19					OPERATING SUPPLIES / PRINTING			
661		05/21	AP	10/09/20	COURIER LEGAL COMMUNICATIONS	43.26		10/29/20
					RFP NTC-CARES FUNDING			
					PROJECT#: 022351			
					ACCOUNT TOTAL	43.26	.00	43.26
223-2224-432.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
672		05/21	AP	09/30/20	IOWA NORTHLAND REGIONAL CO. O SEPTEMBER EXPENSES	902.06		10/29/20
					ENTITLEMENT PLAN & REPORT			
672		05/21	AP	09/30/20	IOWA NORTHLAND REGIONAL CO. O SEPTEMBER EXPENSES	709.11		10/29/20
					ENTITLEMENT AGENCY AWARD			
672		05/21	AP	09/30/20	IOWA NORTHLAND REGIONAL CO. O SEPTEMBER EXPENSES	164.01		10/29/20
					ENTITLEMENT ENVIRO REVIEW			
672		05/21	AP	09/30/20	IOWA NORTHLAND REGIONAL CO. O SEPTEMBER EXPENSES	534.65		10/29/20
					ENTITLEMENT AGENCY AWARD			
					PROJECT#: 022351			
					ACCOUNT TOTAL	2,309.83	.00	2,309.83
223-2224-432.89-57					MISCELLANEOUS SERVICES / NBRHD ACCESSBLTY IMPRVMT			
695		05/21	AP	10/21/20	BOULDER CONTRACTING, LLC	3,932.24		10/29/20
					3223-20 CDBG SIDEWALK INF			
					PROJECT#: 023223			
					ACCOUNT TOTAL	3,932.24	.00	3,932.24
223-2234-432.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
672		05/21	AP	09/30/20	IOWA NORTHLAND REGIONAL CO. O SEPTEMBER EXPENSES	1,237.03		10/29/20
					ENTITLEMENT SF REHAB TA			
					ACCOUNT TOTAL	1,237.03	.00	1,237.03

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM										
672		05/21 AP		09/30/20	0000000	IOWA NORTHLAND REGIONAL CO. NO ENTITLEMENT HOME REHAB	2,569.27		10,29/20	
						SEPTEMBER EXPENSES				
ACCOUNT TOTAL							2,569.27	.00	2,569.27	
FUND TOTAL							10,091.63	.00	10,091.63	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
695		05/21 AP		10/21/20	0000000	PETERSON CONTRACTORS	56,635.37		10/29/20	
						3185-2020 STREET CONST.				
PROJECT#: 023185										
ACCOUNT TOTAL							56,635.37	.00	56,635.37	
242-1240-431.92-91 STRUCTURE IMPROV & BLDGS / 12TH ST. RECONSTRUCTION										
695		05/21 AP		10/23/20	0000000	PETERSON CONTRACTORS	69,110.79		10/29/20	
						3196-12TH ST.RECONSTRUCT.				
PROJECT#: 023196										
707		05/21 AP		10/05/20	0000000	TERRACON CONSULTANTS, INC.	241.10		10/29/20	
						3196-12TH ST.RECONSTRUCT.				
PROJECT#: 023196										
ACCOUNT TOTAL							69,351.89	.00	69,351.89	
242-1240-431.92-99 HOME & COMMUNITY ENVIRON / STRUCTURE IMPROV & BLDGS										
707		05/21 AP		10/16/20	0000000	BOULDER CONTRACTING, LLC	15,616.39		10/29/20	
						3243-2020 STREET PATCHING				
PROJECT#: 023243										
ACCOUNT TOTAL							15,616.39	.00	15,616.39	
FUND TOTAL							141,603.65	.00	141,603.65	
FUND 254 CABLE TV FUND										
FUND 258 PARKING FUND										
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
661		05/21 AP		08/31/20	0000000	DUNCAN SOLUTIONS, INC.	2,188.17		10/29/20	
						PARKING FEES-AUGUST-2020				
694		05/21 AP		08/31/20	0000000	IPS GROUP, INC	175.00		10/29/20	
						GATEWAY & TRANSMISION FEE				
PAYSTATION (7) JULY.2020										
ACCOUNT TOTAL							2,363.17	.00	2,363.17	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 258 PARKING FUND									
FUND TOTAL							2,363.17	.00	2,363.17
FUND 261 TOURISM & VISITORS									
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
704		05/21 AP		09/30/20	0000000	ZLR IGNITION	803.75		10/29/20
						CLIENT ADMIN/MEDIA MANGMT			
704		05/21 AP		09/30/20	0000000	ZLR IGNITION	105.00		10/29/20
						ART DIRECTION			
704		05/21 AP		09/30/20	0000000	ZLR IGNITION	2,091.49		10/29/20
						FB/INSTAGRAM/TWITTER			
						GOOGLE PD SEARCH			
ACCOUNT TOTAL							3,000.24	.00	3,000.24
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
704		05/21 AP		10/27/20	0000000	IOWA NATURAL HERITAGE FOUND.	25.00		10/29/20
						ANNUAL MEMBERSHIP			
ACCOUNT TOTAL							25.00	.00	25.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
704		05/21 AP		10/22/20	0000000	CITY LAUNDERING CO.	10.00		10/29/20
						BIWEEKLY MAT SERVICE			
ACCOUNT TOTAL							10.00	.00	10.00
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS									
661		05/21 AP		10/20/20	0000000	COLLEGE HILL PARTNERSHIP	2,100.00		10/29/20
						1ST 1/2 PAYMENT FOR FY21			
661		05/21 AP		04/27/20	0000000	COLLEGE HILL PARTNERSHIP	1,500.00		10/29/20
						2ND 1/2 PAYMENT FOR FY20			
661		05/21 AP		04/27/20	0000000	COMMUNITY MAIN STREET	7,500.00		10/29/20
						2ND 1/2 PAYMENT FOR FY20			
ACCOUNT TOTAL							11,100.00	.00	11,100.00
FUND TOTAL							14,135.24	.00	14,135.24
FUND 262 SENIOR SERVICES & COMM CT									
FUND 291 POLICE FORFEITURE FUND									

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION---- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
297-2253-423				92-01		STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS			
691				05/21 AP 10/19/20	00000000	KAY PARK REC CORP.	1,903.80		10/29/20
						PORTABLE BENCHES			
						REC LOCKER ROOM			
						ACCOUNT TOTAL	1,903.80	.00	1,903.80
						FUND TOTAL	1,903.80	.00	1,903.80
FUND 298 HEARST CAPITAL									
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431				89-80		MISCELLANEOUS SERVICES / COVID-19 PUB HEALTH EMERG			
713				05/21 AP 10/22/20	00000000	TRADEWIND ITF LLC	2,820.00		10/29/20
						LOGO CLOTH MASKS FOR EE			
PROJECT#:					012020				
697				05/21 AP 10/19/20	00000000	HOTSY EQUIPMENT COMPANY	699.00		10/29/20
						ELECTROSTATIC SPRAYER			
PROJECT#:					012020				
687				05/21 AP 10/16/20	00000000	SANDRY FIRE SUPPLY, L.L.C.	105.15		10/29/20
						PPE CLEANING SOLUTION			
PROJECT#:					012020				
686				05/21 AP 09/30/20	00000000	NAPA AUTO PARTS	288.15		10/29/20
						DISINFECTING WIPES			
PROJECT#:					012020				
						ACCOUNT TOTAL	3,912.30	.00	3,912.30
						FUND TOTAL	3,912.30	.00	3,912.30
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
FUND 430 2004 TIF BOND									
430-1220-431				97-49		TIF BOND PROJECTS / SOUTH INDUSTRIAL PARK			
661				05/21 AP 10/14/20	00000000	BLACK HAWK CO.RECORDER	587.00		10/29/20
						RCD:CONDEMNATION #537			
PROJECT#:					023141				
						ACCOUNT TOTAL	587.00	.00	587.00

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	---	TRANSACTION---			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	
									POST DT	
FUND 430 2004 TIF BOND										
430-1220-431.97-52						TIF BOND PROJECTS / PETER MELENDY PARK				10/29/20
695		05/21 AP		10/21/20	0000000	VIETH CONSTRUCTION CORPORATIO	11,322.37			
						3208-PETER MELENDY PARK RETAINAGE				
PROJECT#:					023208					
ACCOUNT TOTAL							11,322.37	.00	11,322.37	
430-1220-431.97-80 TIF BOND PROJECTS / NORTH CEDAR IND. PARK										
694		05/21 AP		10/20/20	0000000	ARTHUR J. GALLAGHER RISK MGMT	23,870.34			10/29/20
						N.IND.PARK-RAILROAD SPUR LIAB.INS.-EFFECT.10/17/20				
ACCOUNT TOTAL							23,870.34	.00	23,870.34	
430-1220-431.97-82 TIF BOND PROJECTS / STREETScape MAINTENANCE										
695		05/21 AP		10/22/20	0000000	CUNNINGHAM CONSTRUCTION CO.,	59,105.20			10/29/20
						3180-DOWNTOWN STREETScape				
PROJECT#:					023180					
ACCOUNT TOTAL							59,105.20	.00	59,105.20	
FUND TOTAL							94,884.91	.00	94,884.91	
FUND 431 2014 BOND										
FUND 432 2003 BOND										
FUND 433 2001 TIF										
FUND 434 2000 BOND										
FUND 435 1999 TIF										
FUND 436 2012 BOND										
436-1220-431.98-62						CAPITAL PROJECTS / CLAY ST. PARK DRAINAGE				10/29/20
695		05/21 AP		10/16/20	0000000	BENTON'S SAND & GRAVEL, INC.	34,517.26			
						3146-CLAY ST. PARK DRAIN.				
PROJECT#:					023146					
707		05/21 AP		10/05/20	0000000	TERRACON CONSULTANTS, INC.	256.50			10/29/20
						3146-CLAY ST. PARK DRAIN. SERVICES THRU 09/26/20				
PROJECT#:					023146					
ACCOUNT TOTAL							34,773.76	.00	34,773.76	
FUND TOTAL							34,773.76	.00	34,773.76	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
438-1220-431	98-23	CAPITAL PROJECTS / GREENHILL RD & S MAIN INT							10/29/20
707	05/21	AP	10/23/20	0000000		SHIVE-HATTERY	34,333.12		
	3228	GREENHILL/S MAIN INT				SERVICES THRU 10/16/20			
PROJECT#: 023228									
ACCOUNT TOTAL							34,333.12	.00	34,333.12
438-1220-431.98-84 CAPITAL PROJECTS / SOUTH MAIN ST PARKING LOT									
695	05/21	AP	10/21/20	0000000		CUNNINGHAM CONSTRUCTION CO.,	2,691.54		10/29/20
	3202	S.MAIN PARKING LOT							
PROJECT#: 023202									
ACCOUNT TOTAL							2,691.54	.00	2,691.54
FUND TOTAL							37,024.66	.00	37,024.66
FUND 439 2008 BOND FUND									
FUND 443 CAPITAL PROJECTS									
443-1220-431.98-90	CAPITAL PROJECTS / COLL HILL TIF-SSMID REIMB								10/29/20
661	05/21	AP	10/01/20	0000000		COLLEGE HILL PARTNERSHIP	2,970.00		
	1ST 1/2 PAYMENT FOR FY21								
ACCOUNT TOTAL							2,970.00	.00	2,970.00
FUND TOTAL							2,970.00	.00	2,970.00
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
483-2245-432.89-03	MISCELLANEOUS SERVICES / CFU-TIF PAYMENT								10/29/20
694	05/21	AP	10/27/20	0000000		CEDAR FALLS UTILITIES	250,000.00		
	FY21 TIF 1ST 1/2 UNIFIED								
694	05/21	AP	10/27/20	0000000		CEDAR FALLS UTILITIES	43,950.40		10/29/20
	FY21 TIF 1ST 1/2 PINNACLE PRAIRIE								
ACCOUNT TOTAL							293,950.40	.00	293,950.40
FUND TOTAL							293,950.40	.00	293,950.40

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 484 ECONOMIC DEVELOPMENT LAND									
484-2245-432	91-10	LAND / INDUSTRIAL PARK	LAND ACQ						
694	05/21 AP	10/15/20	0000000		IOWA REGIONAL UTILITIES ASSOC AGREEMENT-ANNEXED PROPERT	561,200.00			10/29/20
					WATER SERVICE TERRITORY				
					ACCOUNT TOTAL	561,200.00	.00	561,200.00	
					FUND TOTAL	561,200.00	.00	561,200.00	
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	72-99	OPERATING SUPPLIES / POSTAGE							
675	05/21 AP	10/03/20	0000000		UNITED PARCEL SERVICE	10.24			10/29/20
					RETURN UNIFORMS				
					ACCOUNT TOTAL	10.24	.00	10.24	
551-6685-436	72-16	OPERATING SUPPLIES / TOOLS							
686	05/21 AP	10/13/20	0000000		CAMPBELL SUPPLY WATERLOO PROJECT	19.65			10/29/20
					TRANSFER STATION FLOOR				
					ACCOUNT TOTAL	19.65	.00	19.65	
551-6685-436	72-17	OPERATING SUPPLIES / UNIFORMS							
686	05/21 AP	10/08/20	0000000		SERVICEWEAR APPAREL, INC. MICHAEL RAVN		21.17		10/29/20
					RETURN FOR WRONG PANTS				
					ACCOUNT TOTAL	.00	21.17	21.17-	
551-6685-436	73-01	OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES							
675	05/21 AP	10/14/20	0000000		O'DONNELL ACE HARDWARE	11.96			10/29/20
					CHAIN COIL FOR STYROFOAM DUMPSTER- SAFETY CHAIN				
					ACCOUNT TOTAL	11.96	.00	11.96	
551-6685-436	73-05	OTHER SUPPLIES / OPERATING EQUIPMENT							
686	05/21 AP	09/30/20	0000000		NAPA AUTO PARTS	119.71			10/29/20
					PARTS & EXPENSES SEPT'20 REFUSE DEPT				

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND									
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT							continued		
ACCOUNT TOTAL							119.71	.00	119.71
551-6685-436.86-36 REPAIR & MAINTENANCE / TRANSFER STATION MAINT.									
697		05/21 AP		10/16/20	0000000	MENARDS-CEDAR FALLS	133.74		10/29/20
TRANSFER STATION FLOOR PROJECT									
697		05/21 AP		10/14/20	0000000	STETSON BUILDING PRODUCTS LLC	151.00		10/29/20
TRANSFER STATION FLOOR PROJECT									
686		05/21 AP		10/13/20	0000000	FASTENAL COMPANY	101.58		10/29/20
TRANSFER STATION FLOOR PROJECT									
697		05/21 AP		10/13/20	0000000	STETSON BUILDING PRODUCTS LLC	256.17		10/29/20
TRANSFER STATION FLOOR PROJECT									
675		05/21 AP		10/12/20	0000000	KEYSTONE AUTOMOTIVE INDUSTRIE	14.35		10/29/20
TIP FOR SANDBLASTING CONCRETE FOR EPOXY PREP									
ACCOUNT TOTAL							656.84	.00	656.84
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
675		05/21 AP		10/19/20	0000000	SAM ANNIS & CO.	5.00		10/29/20
PROPANT TANK RECYCLING									
686		05/21 AP		10/13/20	0000000	MIDWEST ELECTRONIC RECOVERY	626.90		10/29/20
COMPUTER RECYCLING									
675		05/21 AP		10/10/20	0000000	LIBERTY TIRE RECYCLING, LLC	740.37		10/29/20
SCRAP TIRE RECYCLING									
ACCOUNT TOTAL							1,372.27	.00	1,372.27
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
675		05/21 AP		10/15/20	0000000	DON'S TRUCK SALES, INC.	91,883.00		10/29/20
AUTOMATED REFUSE PACKER #347-PW03227									
ACCOUNT TOTAL							91,883.00	.00	91,883.00
FUND TOTAL							94,073.67	21.17	94,052.50
FUND 552 SEWER RENTAL FUND									
552-6655-436.72-16 OPERATING SUPPLIES / TOOLS									
692		05/21 AP		10/16/20	0000000	CAMPBELL SUPPLY WATERLOO	617.97		10/29/20
SAW, HAMMRDRL, SAWZALL, KIT BOX									
ACCOUNT TOTAL							617.97	.00	617.97
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									

PREPARED 10/29/2020, 11:23:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6655-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES							continued			
692		05/21	AP	10/12/20	0000000	CINTAS FIRST AID & SAFETY RESTOCK FIRST AID KIT	24.80			10/29/20
ACCOUNT TOTAL							24.80	.00	24.80	
552-6655-436.73-13 OTHER SUPPLIES / SANITARY SEWERS										
675		05/21	AP	10/05/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR BOX OUTS LAKEVIEW	282.00			10/29/20
ACCOUNT TOTAL							282.00	.00	282.00	
552-6665-436.72-19 OPERATING SUPPLIES / PRINTING										
692		05/21	AP	10/21/20	0000000	PARKADE PRINTER, INC. PRINT-REQUEST LEAVE FORMS	109.10			10/29/20
ACCOUNT TOTAL							109.10	.00	109.10	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
692		05/21	AP	10/14/20	0000000	CAMPBELL SUPPLY WATERLOO GLOVES	399.90			10/29/20
ACCOUNT TOTAL							399.90	.00	399.90	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
692		05/21	AP	10/10/20	0000000	UNITED PARCEL SERVICE SHIPPING-ARIES INDUSTRIES	25.06			10/29/20
675		05/21	AP	10/03/20	0000000	UNITED PARCEL SERVICE VELODYNE RETURN FROM WATER REC	19.39			10/29/20
ACCOUNT TOTAL							44.45	.00	44.45	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
692		05/21	AP	10/22/20	0000000	BDP INDUSTRIES HMI BELT PRESS	4,087.31			10/29/20
692		05/21	AP	10/22/20	0000000	O'DONNELL ACE HARDWARE SOAP	6.69			10/29/20
692		05/21	AP	10/19/20	0000000	JOHNSTONE SUPPLY OF WATERLOO ELEC HEATER PARTS	19.80			10/29/20
692		05/21	AP	10/14/20	0000000	O'DONNELL ACE HARDWARE SPRAYER	16.69			10/29/20
692		05/21	AP	10/05/20	0000000	SUEZ TREATMENT SOLUTIONS INC. UV SYSTEM BALLAST	4,876.32			10/29/20
692		05/21	AP	10/01/20	0000000	GRAINGER PARTS METERING PUMP	281.94			10/29/20

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued			
686		05/21 AP		09/30/20 0000000	NAPA AUTO PARTS	12.24		10/29/20	
					PARTS & EXPENSES SEPT'20				
692		05/21 AP		09/25/20 0000000	WASTECORP.PUMPS LLC	290.07		10/29/20	
					PUMP PARTS				
ACCOUNT TOTAL						9,591.06	.00	9,591.06	
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
692		05/21 AP		10/07/20 0000000	O'DONNELL ACE HARDWARE	20.99		10/29/20	
					LED BULBS				
ACCOUNT TOTAL						20.99	.00	20.99	
552-6665-436.73-36 OTHER SUPPLIES / SAN. LIFT STATION SUPP.									
692		05/21 AP		10/14/20 0000000	HUPP ELECTRIC MOTORS	9,829.82		10/29/20	
					PUMP REPAIRS/PUMP				
					BOATHOUSE				
ACCOUNT TOTAL						9,829.82	.00	9,829.82	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
692		05/21 AP		10/16/20 0000000	LOBEPRO ROTARY PUMPS	4,379.98		10/29/20	
					PUMP REPAIR				
ACCOUNT TOTAL						4,379.98	.00	4,379.98	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
692		05/21 AP		10/19/20 0000000	CITY LAUNDERING CO.	38.75		10/29/20	
					RUGS/TOWELS				
ACCOUNT TOTAL						38.75	.00	38.75	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING									
692		05/21 AP		10/22/20 0000000	TESTAMERICA LABORATORIES, INC	1,058.00		10/29/20	
					LAB TESTING				
ACCOUNT TOTAL						1,058.00	.00	1,058.00	
FUND TOTAL						26,396.82	.00	26,396.82	

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS									
697		05/21 AP		10/15/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR STORM SEWER BARNETT	321.75		10/29/20
697		05/21 AP		10/12/20	0000000	MENARDS-CEDAR FALLS	665.83		10/29/20
697		05/21 AP		10/09/20	0000000	MATERIALS-CATCH BASIN BOX CONCRETE FOR STORM SEWER BARNETT	464.75		10/29/20
675		05/21 AP		10/08/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR BOX OUTS COLLEGE ST	484.00		10/29/20
675		05/21 AP		10/01/20	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CATCH BASIN CEDAR HEIGHTS	163.00		10/29/20
ACCOUNT TOTAL							2,099.33	.00	2,099.33
555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
707		05/21 AP		10/19/20	0000000	WATERLOO, CITY OF 2021 HOME SHOW CV STORM WATER ED PARTNER	208.33		10/29/20
ACCOUNT TOTAL							208.33	.00	208.33
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
707		05/21 AP		10/14/20	0000000	AECOM TECHNICAL SERVICES, INC 3215-OLIVE ST BOX CULVERT 08/01/20-10/09/20	7,856.96		10/29/20
PROJECT#: 023215									
ACCOUNT TOTAL							7,856.96	.00	7,856.96
FUND TOTAL							10,164.62	.00	10,164.62
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.									
661		05/21 AP		10/02/20	0000000	PROFESSIONAL OFFICE SERVICES PRINT FALL'20 CURRENTS	8,591.87		10/29/20
ACCOUNT TOTAL							8,591.87	.00	8,591.87
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
694		05/21 AP		10/22/20	0000000	GORDON FLESCH COMPANY COPIERS/24629-MPS01/NOV20 10/22/20-11/21/20	1,083.25		10/29/20
ACCOUNT TOTAL							1,083.25	.00	1,083.25

PREPARED 10/29/2020, 11:23:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
ACCOUNTING PERIOD 04/2021

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 606 DATA PROCESSING FUND									
606-1078-441.86-10						REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS			
661		05/21 AP		10/14/20	0000000	INFOUSA MARKETING INC	1,575.00		10/29/20
						CITY DIRECTORIES-IOWA PCD			
						POLK CITY DIR			
						ACCOUNT TOTAL	1,575.00	.00	1,575.00
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
661		05/21 AP		10/13/20	0000000	IT SAVVY, LLC	1,350.00		10/29/20
						SCANNERS-PUBLIC SAFETY			
						ACCOUNT TOTAL	1,350.00	.00	1,350.00
						FUND TOTAL	12,600.12	.00	12,600.12
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05						OPERATING SUPPLIES / GAS & OIL			
686		05/21 AP		10/15/20	0000000	DICK'S PETROLEUM COMPANY	4,963.75		10/29/20
						DIESEL TANK CLEANING			
686		05/21 AP		10/14/20	0000000	DICK'S PETROLEUM COMPANY	712.23		10/29/20
						FUEL KEYS			
686		05/21 AP		09/30/20	0000000	NAPA AUTO PARTS	2,148.30		10/29/20
						PARTS & EXPENSES SEPT'20			
						FLEET MAINT GAS AND OIL			
						ACCOUNT TOTAL	7,824.28	.00	7,824.28
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
675		05/21 AP		10/15/20	0000000	KAY, PHILIP R.	499.95		10/29/20
						3/4 IMPACT			
						ACCOUNT TOTAL	499.95	.00	499.95
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
697		05/21 AP		10/17/20	0000000	LAWSON PRODUCTS, INC.	1,314.01		10/29/20
						MISC SHOP SUPPLIES			
686		05/21 AP		10/14/20	0000000	SUPERIOR WELDING SUPPLY	11.20		10/29/20
						GRINDING PADS			
686		05/21 AP		09/30/20	0000000	NAPA AUTO PARTS	30,530.88		10/29/20
						PARTS & EXPENSES SEPT'20			
						FLEET MAINT			
						ACCOUNT TOTAL	31,856.09	.00	31,856.09

PREPARED 10/29/2020, 11:23:48
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-12						REPAIR & MAINTENANCE / TOWELS			
697				05/21 AP 10/22/20	0000000	CITY LAUNDERING CO. SHOP TOWELS	35.00		10/29/20
ACCOUNT TOTAL							35.00	.00	35.00
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
686				05/21 AP 09/30/20	0000000	NAPA AUTO PARTS PARTS & EXPENSES SEPT'20	1,704.05		10/29/20
ACCOUNT TOTAL							1,704.05	.00	1,704.05
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
686				05/21 AP 10/13/20	0000000	DON'S TRUCK SALES, INC. SHIFT POINT #344	210.20		10/29/20
686				05/21 AP 10/02/20	0000000	RASMUSSEN CO., THE TOWED TRUCK FROM BLUFF ST TO PW #370	200.00		10/29/20
675				05/21 AP 10/01/20	0000000	ALTEC INDUSTRIES, INC.	995.22		10/29/20
675				05/21 AP 10/01/20	0000000	ANNUAL INSPECTION #2186 ALTEC INDUSTRIES, INC.	1,016.81		10/29/20
675				05/21 AP 09/26/20	0000000	RASMUSSEN CO., THE ANNUAL INSPECTION #2187 PKWY TO PW	45.00		10/29/20
686				05/21 AP 09/25/20	0000000	RASMUSSEN CO., THE TOWED PD22 FROM PRAIRIE NORDIC RIDGE PARK #2199	90.00		10/29/20
686				05/21 AP 09/22/20	0000000	ROLLBACK VEHICLE FROM TRUCK CENTER COMPANIES	1,271.71		10/29/20
686				05/21 AP 09/18/20	0000000	ENGINE DERATE #348 RASMUSSEN CO., THE	250.00		10/29/20
686				05/21 AP 09/02/20	0000000	TOWED TRUCK FROM PW TO RASMUSSEN CO., THE HARRISON TRUCK #348	300.00		10/29/20
686				05/21 AP 09/02/20	0000000	TOWED TRUCK FROM LANDFILL TO PW #372			
ACCOUNT TOTAL							4,378.94	.00	4,378.94
FUND TOTAL							46,298.31	.00	46,298.31
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
724-0000-487.50-06						TRANSFERS OUT / TRANSFERS-SSMID COLL HILL			
661				05/21 AP 10/19/20	0000000	COLLEGE HILL PARTNERSHIP PROPERTY TAX PAYMENT	5,068.55		10/29/20
ACCOUNT TOTAL							5,068.55	.00	5,068.55

PREPARED 10/29/2020, 11:23:48
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
ACCOUNTING PERIOD 04/2021

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 724	TRUST & AGENCY								
					FUND TOTAL		5,068.55	.00	5,068.55
FUND 727	GREENWOOD CEMETERY	P-CARE							
FUND 728	FAIRVIEW CEMETERY	P-CARE							
FUND 729	HILLSIDE CEMETERY	P-CARE							
FUND 790	FLOOD LEVY								
					GRAND TOTAL		1,583,294.19	1,530.01	1,581,764.18