



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, APRIL 01, 2024
7:00 PM AT CITY HALL, 220 CLAY STREET

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of March 18, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the West Viking Road Reconstruction and Trail Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 03/26/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the West Viking Road Reconstruction and Trail Project.

Old Business

3. Pass Ordinance #3051, amending Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations, upon its second consideration.
4. Pass Ordinance #3052, adopting the Code of Ordinances for the City of Cedar Falls, upon its second consideration.
5. Pass Ordinance #3053, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of Center Street, upon its second consideration.

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

6. Receive and file the City Council Standing Committee minutes of March 18, 2024 relative to the following items:
 - a) Discussion on the City's Current Conflict of Interest Disclosure Requirements.

b) Staff to bring to council a plan to utilize funding allocated in the CIP for FY25 for proposals for changes to zoning and parking for the College Hill character areas 1, 2 and 3 as designated by the College Vision Plan similar to the character districts established for the downtown. Note: Priority should be given to areas 1, 2 and 3 however the impact and future possible changes to areas 4 and beyond can/should be included in the recommendations.

7. Receive and file the following resignation of members from Boards and Commissions:
 - a) Donna Mallin, Human Rights Commission.
8. Receive and file revised bylaws for the Human Rights Commission.
9. Approve the following applications for retail alcohol licenses:
 - a) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - renewal.
 - b) Luxe Nail Bar, 5907 University Avenue, Class C retail alcohol - renewal.
 - c) Mary Lou's Bar & Grill, 2719 Center Street, Class C retail alcohol & outdoor service - renewal.
 - d) The Horny Toad American Bar & Grille, 204 Main Street, Class C retail alcohol - renewal.
 - e) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - temporary additional outdoor service area.
 - f) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - g) Tony's La Pizzeria, 407 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service/sidewalk café. (April 1 – November 15, 2024)
 - h) River Place Plaza, 200 East 2nd Street - Plaza, Special Class C retail alcohol & outdoor service – 8-month permit.
 - i) Spark, 5818 Nordic Drive, Class B retail alcohol - new.

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

10. Resolution Calendar with items considered separately.
11. Resolution approving and authorizing execution of a Cedar Falls Utilities Communications Transport Services Agreement with the Municipal Communications Utility of the City of Cedar Falls relative to fiber communications services.
12. Resolution approving and authorizing execution of a Service/Product Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental relative to property located at 523 West 2nd Street.
13. Resolution approving and authorizing execution of an Iowa Land Recycling Program Environmental Covenant for River Place Properties LC relative to the River Place Redevelopment Project.
14. Resolution approving and authorizing submission of a grant application to the US Department of Energy (DOE) for Energy Efficiency and Conservation Block Grant (EECBG) funding.
15. Resolution approving and authorizing execution of a Service/Product Agreement with Modus Engineering relative to design services for HVAC replacement and temperature control integration at the Public Safety building.
16. Resolution approving and accepting the contract and bond of Dave Schmitt Construction Co. for the North Cedar Heights Area Reconstruction Project-Phase 2.
17. Resolution approving and accepting the contract and bond of Aspro, Inc. for the 2024 Street Restoration Project.
18. Resolution receiving and filing, and setting April 15, 2024 as the date of public hearing on the proposed plans, specifications, form of contract & estimate of cost for the Orchard Hill Pickleball Court Expansion Project.

- [19.](#) Resolution setting April 15, 2024, as the date of the public hearing on the proposed FY2025 Budget for the City of Cedar Falls.

Ordinances

- [20.](#) Pass an ordinance, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Art and Culture Center and Board, upon its first consideration.
- [21.](#) Pass an ordinance, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Visitors and Tourism Board, upon its first consideration.
- [22.](#) Pass an ordinance, amending Chapter 2, Administration, of the Code of Ordinances relative to Boards and Commissions and Department of Community Development, upon its first consideration.
- [23.](#) Pass an ordinance, amending Chapter 2, Administration, of the Code of Ordinances relative to Department of Community Development, upon its first consideration.

Allow Bills and Claims

- [24.](#) Allow Bills and Claims for April 1, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MARCH 18, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK PRESIDING**

The City Council of the City of Cedar Falls, Iowa, met in Regular Session, pursuant to law, the rules of said Council and prior notice given each member thereof, at 7:00 P.M. on the above date. Members present: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Laudick led the Pledge of Allegiance.

54670 - It was moved by Kruse and seconded by Latta that the minutes of the Regular Meeting of March 4, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54671 - Rich Kurtenbach, Waterloo, commented on their campaign. City Attorney Rogers commented.

Chad Welsh, Cedar Falls, commented on sewer issues at their property on Main Street and provided Councilmembers with handouts.

Pastor Larry Stumme, St. Paul Lutheran Church, commented on the 24/7 Wall Street report naming Waterloo/Cedar Falls as the worst place to live for blacks and their desire for Waterloo and Cedar Falls to work together on this issue.

Reverend Michael Blackwell, Cedar Falls, commented on racial disparity and quality of life for blacks in the Cedar Valley.

Bob Manning, Cedar Falls, commented on the city's Conflict of Interest Form, the City Council Meeting Procedures Form and Conduct of Meetings, and the College Hill Vision Plan.

Larry Wessels, Cedar Falls, provided positive feedback on living in the City of Cedar Falls.

54672 - Director of Finance & Business Operations Rodenbeck announced a Career Fair on Saturday, March 23, 2024, at the Public Works Complex from 10 AM – 1 PM. Director Rodenbeck also mentioned there will be information available regarding Boards and Commissions.

54673 - Mayor Laudick announced that in accordance with the public notice of March 9, 2024, this was the time and place for a public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of city-owned real estate to Blackhawk Properties, LLC. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54674 - The Mayor then asked if there were any written communications filed to the proposed agreement and conveyance. Upon being advised that there were no

written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a summary of the proposed agreement and conveyance. There being no one else present wishing to speak about the proposed agreement and conveyance, the Mayor declared the hearing closed and passed to the next order of business.

- 54675 - It was moved by Kruse and seconded by Hawbaker that Resolution #23,544, approving and authorizing execution of an Agreement for Private Development and a Minimum Assessment Agreement; and approving and authorizing execution of a Deed Without Warranty, conveying certain city-owned real estate to Blackhawk Properties, LLC, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,544 duly passed and adopted.

- 54676 - Mayor Laudick announced that in accordance with the public notice of March 9, 2024, this was the time and place for a public hearing on proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations. It was then moved by Kruse and seconded by Dunn that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54677 - The Mayor then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Planner III Weintraut provided a summary of the proposed amendments. Following questions and comments by Councilmembers Ganfield and Schultz, and responses by Weintraut, the Mayor declared the hearing closed and passed to the next order of business.

- 54678 - It was moved by Ganfield and seconded by Crisman that Ordinance #3051, amending Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54679 - It was moved by Ganfield and seconded by Latta that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the Committee of Whole minutes of March 4, 2024 relative to the following items:

- a) Diversity, Equity & Inclusion (DEI) Update.
- b) Automated Refuse Collection Rates.
- c) Cease Fire Update and Discussion.

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

a) Paul Lee, Civil Service Commission, term ending 04/01/2028.

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

- a) Aquatics Recreation Programs Supervisor.
- b) Planner II.
- c) Public Safety Officer.

Approve the following applications for retail alcohol licenses:

- a) Barn Happy, 11310 University Avenue, Special Class B retail native wine - renewal.
- b) Chilitos Mexican Bar and Grill, 1704 West 1st Street, Class C retail alcohol - renewal.
- c) Social House, 2208 College Street, Class C retail alcohol & outdoor service - renewal.
- d) Second State Brewing, 203 State Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- e) SingleSpeed Brewing Co., 128 Main Street, Class C retail alcohol, Special Class A beer - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- f) The Pump Haus Pub & Grill, 311 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- g) Whiskey Road Tavern & Grill, 402 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service/sidewalk café. (April 1 – November 15, 2024)
- h) Wilbo, 118 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- i) Trigger Time Sims, 4302 University Avenue, Special Class C retail alcohol – new.

Motion carried unanimously.

- 54680 - It was moved by Dunn and seconded by Kruse to receive and file the following resignation of members from Boards and Commissions:
 - a) Jennifer Onuigbo, Human Rights Commission.

Following questions by Councilmembers Latta, and responses by Mayor Laudick, the motion carried unanimously.

- 54681 - It was moved by Kruse and seconded by Crisman that the following resolutions be introduced and adopted:

Resolution #23,545, approving and accepting Quit Claim Deeds from Team Property Management, L.C. and OneNeck Data Center Holdings, LLC for the conveyance of approximately 2.5 feet along the Northern Boundary of Lot 1, Cedar Falls Technology Park Phase I.

Resolution #23,546, levying a final assessment for costs incurred by the City to remove a tree from the property located at 307 N. Francis Street.

Resolution #23,547, approving and authorizing execution of a Contract for 2024 City Initiative Day of Service with the Iowa Commission on Volunteer Service.

Resolution #23,548, approving and authorizing execution of a Collaborative Program Agreement with the Black Hawk Tennis Club relative to providing Youth Tennis Lessons, in conjunction with the summer recreational programs.

Resolution #23,549, approving and adopting 2023 Small Area Fair Market Rents (SAFMRs) payment standards for the Housing Choice Voucher Program relative to the Section-8 Housing Program.

Resolution #23,550, approving and authorizing execution of a Service/Product Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental relative to property located at 1218 Cottage Row Road.

Resolution #23,551, approving and authorizing execution of Amendment Number One to the Subaward Agreement with the Iowa Department of Homeland Security and Emergency Management Division (HSEMD) for an extension of the Building Resilient Infrastructure and Communities (BRIC) Program grant funding relative to Stormwater Resilience Planning.

Resolution #23,552, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Cedar Pak, LLC, relative to a post-construction stormwater management plan for the Casey's General Store located at 1620 West 1st Street.

Resolution #23,553, approving and authorizing execution of six City of Cedar Falls Owner Purchase Agreements; and approving and accepting three Black Hawk County Permanent Easements, and approving and accepting seventeen Temporary Construction Easements, in conjunction with the West Viking Road Reconstruction and Trail Project.

Resolution #23,554, receiving and filing, and setting April 1, 2024 as the date of public hearing, on the proposed plans, specifications, form of contract & estimate of cost for the West Viking Road Reconstruction and Trail Project.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,545 through #23,554 duly passed and adopted.

54682 - It was moved by Hawbaker and seconded by Latta that Resolution #23,555, receiving and filing, and approving and accepting the bid of Aspro, Inc. in the amount of \$1,023,036.30, being the only bid received for the 2024 Street Restoration Project, be adopted. Following a comment by Councilmember Ganfield, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,555 duly passed and adopted.

- 54683 - It was moved by Ganfield and seconded by Hawbaker that Resolution #23,556, receiving and filing the bids, and approving and accepting the low bid of Dave Schmitt Construction Co. in the amount of \$3,606,866.70, for the North Cedar Heights Area Reconstruction Project Phase 2, be adopted. Following comments by Councilmembers Ganfield and Schultz, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,556 duly passed and adopted.
- 54684 - It was moved by Latta and seconded by Hawbaker that Ordinance #3052, adopting the Code of Ordinances for the City of Cedar Falls, be passed upon its first consideration. Following questions by Councilmembers Ganfield and Latta, and responses by Mayor Laudick, City Administrator Gaines and City Attorney Rogers, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54685 - It was moved by Kruse and seconded by Dunn that Ordinance #3053, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of Center Street, be passed upon its first consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon the call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, and Dunn. Nay: None. Motion carried.
- 54686 - It was moved by Kruse and seconded by Latta that the bills and claims of March 18, 2024 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: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54687 - Councilmember Kruse responded to comments made during Public Forum.
- 54688 - It was moved by Schultz and seconded by Crisman to refer to a Work Session a discussion on the future planning of the current Cedar Falls High School site and the Sartori/MercyOne hospital site. Following comments and questions by Councilmembers Dunn, Schultz, Latta, Ganfield, Hawbaker, and Kruse, and responses by Director of Community Development Sheetz, Mayor Laudick, and City Administrator Gaines, it was moved by Ganfield to amend the motion by striking "Cedar Falls High School Site". Motion failed for lack of a second. Following comments by Councilmembers Kruse, Crisman, Hawbaker, Ganfield, and Dunn, and responses by Mayor Laudick and City Attorney Rogers, the original motion carried 5-2, with Kruse and Ganfield voting Nay.
- 54689 - It was moved by Crisman and seconded by Schultz to refer to a Work Session a discussion of the future land use map, Resilience Plan, and flood plain maps

regarding future development planning and how we're addressing potential impacts on our waterways (especially Dry Run Creek and its watershed). Following comments by Councilmembers Dunn, Kruse and Hawbaker, and Mayor Laudick, and responses by Director of Community Development Sheetz, the motion carried unanimously.

54690 - It was moved by Latta and seconded by Hawbaker that the meeting be adjourned at 8:13 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls
 220 Clay Street
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MEMORANDUM Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 25, 2024

SUBJECT: West Viking Road Reconstruction and Trail Project
 City Project Number: RC-362-3212
 Public Hearing

Plans are on file with the City Clerk for City Council approval of the Plans, Specifications, and Estimate of Costs and Quantities for the West Viking Road Reconstruction and Trail Project.

This project involves the reconstruction of W. Viking Road from Production Drive to Union Road, a single lane roundabout at the future intersection of Innovation Drive and W Viking Road, extension of Innovation Drive in the industrial park to Viking Road, installation of curb & gutter from Production Drive to Hudson Road, intersection improvements at Hudson Road, recreational trail from Hudson Road to Innovation Drive, recreational trail around northerly industrial park pond, sanitary sewer installation, water main installation, and roundabout landscaping.

The total estimated cost for the construction of this project is \$7,822,524.00. The project will be funded by Local Option Sales Tax, General Obligation Bond, and Tax Increment Financing – Unified Industrial Park (TIF-UN).

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the West Viking Road Reconstruction and Trail Project.

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

West Viking Road
Engineer's Opinion of Probable Project Costs
Updated March 6, 2024

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
	DIVISION 2	EARTHWORK						
2.01	2010-C	Clearing and Grubbing	LS	\$ 40,000.00	1	\$ 40,000.00		\$ -
2.02	2010-D-1	Topsoil, On-site	CY	\$ 12.00	10,814	\$ 129,768.00		\$ -
2.03	2010-E	Excavation, Class 10	CY	\$ 10.00	33,194	\$ 331,940.00		\$ -
2.04	2010-G	Subgrade Preparation, 12" Depth	SY	\$ 3.00	20,568	\$ 61,704.00		\$ -
2.05	2010-I	Subgrade Treatment, Geo Grid	SY	\$ 6.00	2,000	\$ 12,000.00		\$ -
2.06	2010-J	Subbase, Modified, 6" Depth	SY	\$ 10.00	2,645	\$ 26,450.00		\$ -
2.07	2010-J	Subbase, Modified, 12" Depth	SY	\$ 14.00	20,342	\$ 284,788.00		\$ -
2.08	2010-M	Compaction Testing	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
	DIVISION 3	TRENCH EXCACATION AND BACKFILL						
3.01	3010-F	Trench Compaction Testing	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
	DIVISION 4	SEWERS AND DRAINS						
4.01	4010-A-1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	LF	\$ 120.00	1,446	\$ 173,520.00		\$ -
4.02	4010-E	Sanitary Sewer Service Stub, PVC, 4"	LF	\$ 80.00	497	\$ 39,760.00		\$ -
4.03	4020-A-1	Storm Sewer, Trenched, RCP, 15"	LF	\$ 60.00	4,167	\$ 250,020.00		\$ -
4.04	4020-A-1	Storm Sewer, Trenched, RCP, 18"	LF	\$ 70.00	2,350	\$ 164,500.00		\$ -
4.05	4020-A-1	Storm Sewer, Trenched, RCP, 24"	LF	\$ 80.00	1,069	\$ 85,520.00		\$ -
4.06	4020-A-1	Storm Sewer, Trenched, RCP, 30"	LF	\$ 100.00	28	\$ 2,800.00		\$ -
4.07	4020-A-1	Storm Sewer, Trenched, RCP, 36"	LF	\$ 100.00	351	\$ 35,100.00		\$ -
4.08	4020-A-1	Storm Sewer, Trenched, RCP, 66"	LF	\$ 400.00	79	\$ 31,600.00		\$ -
4.09	4020-D	Removal of Storm Sewer	LF	\$ 25.00	760	\$ 19,000.00		\$ -
4.10	4020-999-A	Storm Sewer, Bend, 30 Degrees	EA	\$ 2,000.00	2	\$ 4,000.00		\$ -
4.11	4030-B, C, D	Pipe Apron, Guard, and Footing, 15"	EA	\$ 3,000.00	3	\$ 9,000.00		\$ -
4.12	4030-B, C, D	Pipe Apron, Guard, and Footing, 18"	EA	\$ 3,500.00	6	\$ 21,000.00		\$ -
4.13	4030-B, C, D	Pipe Apron, Guard, and Footing, 24"	EA	\$ 4,000.00	4	\$ 16,000.00		\$ -
4.14	4030-B, C, D	Pipe Apron, Guard, and Footing, 30"	EA	\$ 4,500.00	2	\$ 9,000.00		\$ -
4.15	4030-B, C, D	Pipe Apron, Guard, and Footing, 36"	EA	\$ 5,000.00	2	\$ 10,000.00		\$ -
4.16	4030-B, C, D	Pipe Apron, Guard, and Footing, 66"	EA	\$ 8,000.00	2	\$ 16,000.00		\$ -
4.17	4040-A	Subdrain, HDPE, 6"	LF	\$ 16.00	9,373	\$ 149,968.00		\$ -
4.18	4040-C-1	Subdrain Cleanout, PVC, 6", Type B	EA	\$ 1,000.00	7	\$ 7,000.00		\$ -
4.19	4040-D-1	Subdrain Connect to Structure	EA	\$ 250.00	117	\$ 29,250.00		\$ -
4.20	4040-D-1	Subdrain Outlet to Ditch	EA	\$ 500.00	2	\$ 1,000.00		\$ -
4.21	4040-E	Storm Sewer Service Stub, PVC, 1.5" Diameter	LF	\$ 25.00	400	\$ 10,000.00		\$ -
4.22	4040-999-A	Subdrain Connection, Field Tile	LF	\$ 25.00	200	\$ 5,000.00		\$ -
4.23	4040-999-B	Subdrain Outlet, Connect Existing Subdrain to Structure	EA	\$ 400.00	26	\$ 10,400.00		\$ -

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
	DIVISION 5	WATER MAINS AND APPURTENANCES						
5.01	5010-A-1	Water Main, Trenched, DIP, 12"	LF	\$ 90.00	3,562	\$ 320,580.00		\$ -
5.02	5010-A-1	Water Main, Trenched, DIP, 12", Restrained Joint	LF	\$ 100.00	1,450	\$ 145,000.00		\$ -
5.03	5010-C-2	Fitting By Weight, DI MJ	LB	\$ 22.00	2,000	\$ 44,000.00		\$ -
5.04	5010-D	Water Service Stub, Copper, 3/4", Opposite Side	EA	\$ 4,000.00	9	\$ 36,000.00		\$ -
5.05	5020-A	Valve, Gate, 12"	EA	\$ 4,000.00	6	\$ 24,000.00		\$ -
5.06	5020-C	Fire Hydrant Assembly	EA	\$ 7,000.00	12	\$ 84,000.00		\$ -
5.07	5020-G	Valve Box Extension	EA	\$ 1,000.00	4	\$ 4,000.00		\$ -
5.08	5020-I	Fire Hydrant Adjustment	EA	\$ 4,000.00	3	\$ 12,000.00		\$ -
	DIVISION 6	STRUCTURES FOR SANITARY AND STORM SEWERS						
6.01	6010-A	Manhole, SW-301, 48"	EA	\$ 8,000.00	4	\$ 32,000.00		\$ -
6.02	6010-A	Manhole, SW-401, 48"	EA	\$ 5,000.00	4	\$ 20,000.00		\$ -
6.03	6010-A	Manhole, SW-401, 60"	EA	\$ 7,000.00	2	\$ 14,000.00		\$ -
6.04	6010-A	Manhole, SW-401, 72"	EA	\$ 9,000.00	2	\$ 18,000.00		\$ -
6.05	6010-A	Manhole, SW-401, 84"	EA	\$ 12,000.00	1	\$ 12,000.00		\$ -
6.06	6010-B	Intake, SW-507	EA	\$ 6,000.00	51	\$ 306,000.00		\$ -
6.07	6010-B	Intake, SW-509	EA	\$ 8,000.00	17	\$ 136,000.00		\$ -
6.08	6010-B	Intake, SW-510	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -
6.09	6010-B	Intake, SW-511	EA	\$ 4,500.00	1	\$ 4,500.00		\$ -
6.10	6010-B	Intake, SW-512	EA	\$ 4,500.00	4	\$ 18,000.00		\$ -
6.11	6010-B	Intake, SW-545	EA	\$ 6,000.00	1	\$ 6,000.00		\$ -
6.12	6010-E-1	Manhole Adjustment, Minor	EA	\$ 1,000.00	3	\$ 3,000.00		\$ -
6.13	6010-F-1	Manhole Adjustment, Major	EA	\$ 3,000.00	3	\$ 9,000.00		\$ -
6.14	6010-G-1	Connection to Existing Manhole	EA	\$ 1,500.00	3	\$ 4,500.00		\$ -
6.15	6010-G-999	Connection to Existing Pipe	EA	\$ 1,500.00	8	\$ 12,000.00		\$ -
6.16	6010-H-2	Remove Intake	EA	\$ 1,500.00	3	\$ 4,500.00		\$ -
	DIVISION 7	STREETS AND RELATED WORK						
7.01	7010-A	Pavement, PCC, 9" Depth, Class C	SY	\$ 75.00	16,893	\$ 1,266,975.00		\$ -
7.02	7010-E	Curb and Gutter, PCC, 3.5' Wide, 9" Depth	LF	\$ 40.00	2,801	\$ 112,040.00		\$ -
7.03	7010-G	Concrete Median, 6 "Depth	SY	\$ 125.00	186	\$ 23,250.00		\$ -
7.04	7010-I	PCC Pavement Samples and Testing	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
7.05	7010-999-A	Truck Apron with 9" PCC Base for Pavers	SY	\$ 150.00	348	\$ 52,200.00		\$ -
7.06	7010-999-B	Splitter Island with 9" PCC Base for Pavers	SY	\$ 150.00	115	\$ 17,250.00		\$ -
7.07	7010-999-C	Concrete Curb, 1' Wide	LF	\$ 40.00	230	\$ 9,200.00		\$ -
7.08	7010-999-D	Planter Edging, Concrete, 6 "Wide	LF	\$ 25.00	290	\$ 7,250.00		\$ -
7.09	7020-I	Asphalt Pavement Samples and Testing	LS	\$ 5,000.00	-	\$ -	1	\$ 5,000.00
7.10	7021-B	Asphalt Overlay, 3" Depth, Surface, 0.5" Diameter, 58-28H, HT	SY	\$ 25.00	-	\$ -	3,387	\$ 84,675.00
7.11	7030-A-1	Removal of Sidewalk	SY	\$ 15.00	40	\$ 600.00		\$ -

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
7.12	7030-A-3	Removal of Driveway	SY	\$ 10.00	540	\$ 5,400.00		\$ -
7.13	7030-B	Removal of Curb	LF	\$ 25.00	100	\$ 2,500.00		\$ -
7.14	7030-C	Shared Use Path, PCC, 6" Depth	SY	\$ 55.00	12,211	\$ 671,605.00		\$ -
7.15	7030-D	Special Subgrade Prep for Shared Use Path, 6" Depth	SY	\$ 4.00	17,096	\$ 68,384.00		\$ -
7.16	7030-E	Sidewalk, PCC, 4" Depth	SY	\$ 50.00	53	\$ 2,650.00		\$ -
7.17	7030-F	Brick/Paver for Truck Apron and Splitter Islands	SF	\$ 16.00	3,649	\$ 58,384.00		\$ -
7.18	7030-G	Detectable Warnings	SF	\$ 55.00	434	\$ 23,870.00		\$ -
7.19	7030-H-1	Driveway, Paved, PCC, 6" Depth	SY	\$ 65.00	1,429	\$ 92,885.00		\$ -
7.20	7030-H-3	Driveway, Granular, 6" Depth	TON	\$ 45.00	102	\$ 4,590.00		\$ -
7.21	7040-A	Full Depth Patches, PCC, 9" Depth	SY	\$ 200.00	150	\$ 30,000.00		\$ -
7.22	7040-B	Subbase Over-Excavation	TON	\$ 60.00	48	\$ 2,880.00		\$ -
7.23	7040-H	Milling	SY	\$ 10.00	-	\$ -	3,387	\$ 33,870.00
7.24	7040-H	Pavement Removal	SY	\$ 8.00	10,850	\$ 86,800.00		\$ -
7.25	7080-B	Engineering Fabric	SY	\$ 5.00	500	\$ 2,500.00		\$ -
	DIVISION 8	TRAFFIC						
8.01	8010-A	Traffic Signal Modifications	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
8.02	8020-B	Painted Pavement Markings, Solvent/Waterborne	STA	\$ 150.00	201	\$ 30,150.00		\$ -
8.03	8020-G	Painted Symbols and Legends, Solvent/Waterborne	EA	\$ 250.00	6	\$ 1,500.00		\$ -
8.04	8020-K	Pavement Markings Removed	STA	\$ 100.00	39	\$ 3,900.00		\$ -
8.05	8020-M	Grooves Cut for Pavement Markings	STA	\$ 100.00	201	\$ 20,100.00		\$ -
8.06	8020-N	Grooves Cut for Symbols and Legends	EA	\$ 200.00	6	\$ 1,200.00		\$ -
8.07	8030-A	Temporary Traffic Control	LS	\$ 40,000.00	1	\$ 40,000.00		\$ -
8.08	8030-999-A	Flagger	CDAY	\$ 600.00	20	\$ 12,000.00		\$ -
8.09	8030-999-B	Portable Dynamic Message Sign (PDMS)	CDAY	\$ 200.00	50	\$ 10,000.00		\$ -
8.10	8040-A	Traffic Signs, Type A	EA	\$ 250.00	41	\$ 10,250.00		\$ -
8.11	8040-B	Traffic Signs	SF	\$ 5.00	268	\$ 1,340.00		\$ -
8.12	8040-C	Wood Posts	LF	\$ 5.00	487	\$ 2,435.00		\$ -
8.13	8040-I	Remove, Salvage, and Reinstall Address Sign	EA	\$ 200.00	14	\$ 2,800.00		\$ -
	DIVISION 9	SITE WORK AND LANDSCAPING						
9.01	9010-B	Hydraulic Seeding, Fertilizing, and Mulching, Type 6	AC	\$ 4,500.00	15.0	\$ 67,500.00		\$ -
9.02	9010-D	Watering	MGAL	\$ 100.00	100.0	\$ 10,000.00		\$ -
9.03	9030-B	Plants with Warranty, Canopy Tree	EA	\$ 700.00	4.0	\$ 2,800.00		\$ -
9.04	9030-B	Plants with Warranty, Shrubs	EA	\$ 65.00	28.0	\$ 1,820.00		\$ -
9.05	9030-B	Plants with Warranty, Ornamental Grasses	EA	\$ 15.00	54.0	\$ 810.00		\$ -
9.06	9030-999-A	Mulch, Shredded Bark and Fabric	SF	\$ 2.50	878.0	\$ 2,195.00		\$ -
9.07	9030-999-B	Mulch, Rock and Fabric	CY	\$ 432.00	14.0	\$ 6,048.00		\$ -
9.08	9040-A-1	SWPPP Preparation	LS	\$ 2,500.00	1	\$ 2,500.00		\$ -
9.09	9040-A-2	SWPPP Management	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -

Item No.	SUDAS Item No.	Item Description	Unit	Unit Price	Division 1 Quantity	Division 1 Price	Division 2 Quantity	Division 2 Price
9.10	9040-D-1	Filter Sock, 9"	LF	\$ 3.00	20,000	\$ 60,000.00		\$ -
9.11	9040-D-2	Filter Sock, Removal	LF	\$ 1.00	20,000	\$ 20,000.00		\$ -
9.12	9040-J	Rip Rap, Class E	TON	\$ 70.00	310	\$ 21,700.00		\$ -
9.13	9040-N-1	Silt Fence	LF	\$ 3.00	3,500	\$ 10,500.00		\$ -
9.14	9040-N-2	Silt Fence, Removal of Sediment	LF	\$ 0.50	3,500	\$ 1,750.00		\$ -
9.15	9040-N-3	Silt Fence, Removal of Device	LF	\$ 1.00	3,500	\$ 3,500.00		\$ -
9.16	9040-O-2	Stabilized Construction Entrance	TON	\$ 70.00	200.0	\$ 14,000.00		\$ -
9.17	9040-Q-1	Erosion Control Mulching, Hydromulching	AC	\$ 2,500.00	30.0	\$ 75,000.00		\$ -
9.18	9040-R	Turf Reinforcement Mats, Type 2	SQ	\$ 100.00	250.0	\$ 25,000.00		\$ -
9.19	9040-T-1	Inlet Protection Device, Surface-Applied	EA	\$ 100.00	74	\$ 7,400.00		\$ -
9.20	9040-T-2	Inlet Protection Device, Maintenance	EA	\$ 50.00	148	\$ 7,400.00		\$ -
9.21	9060-D	Removal and Reinstallation of Existing Fence, Field Fence	LF	\$ 20.00	2,000	\$ 40,000.00		\$ -
9.22	9060-F	Temporary Fence, Snow Fence	LF	\$ 5.00	4,500	\$ 22,500.00		\$ -
9.23	9080-C	Safety Rail	LF	\$ 250.00	100	\$ 25,000.00		\$ -
9.24	9920-999-A	Mowing	EA	\$ 300.00	15	\$ 4,500.00		\$ -
	DIVISION 11	MISCELLANEOUS						
11.01	11,020-A	Mobilization	LS	\$ 400,000.00	1	\$ 400,000.00		\$ -
11.02	10,030-A	Maintenance of Postal Services	LS	\$ 10,000.00	1	\$ 10,000.00		\$ -
11.03	11,030-B	Maintenance of Solid Waste Collection	LS	\$ 10,000.00	1	\$ 10,000.00		\$ -
11.04	11,040-B	Temporary Granular Roadway	SY	\$ 20.00	6,700	\$ 134,000.00		\$ -
11.05	11,050-A	Concrete Washout	LS	\$ 20,000.00	1	\$ 20,000.00		\$ -
11.06	11,000-999-A	Monument, Street Name	EA	\$ 40,000.00	4	\$ 160,000.00		\$ -
11.07	11,000-999-B	Monument, Welcome Sign	EA	\$ 40,000.00	2	\$ 80,000.00		\$ -
11.08	11,000-999-D	Electrical and Lighting, Roundabout	LS	\$ 15,000.00	1	\$ 15,000.00		\$ -
11.09	11,000-999-E	Street Light	LS	\$ 400,000.00	1	\$ 400,000.00		\$ -
Subtotals =						\$ 7,698,979.00		\$ 123,545.00
Total Construction Cost =						\$ 7,822,524.00		



DEPARTMENT OF COMMUNITY DEVELOPMENT

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MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Thom Weintraut, AICP, Planner III

DATE: March 18, 2024

SUBJECT: Adoption of new Flood Insurance Rate Maps (FIRMs) and Text Amendments to Sections 26-2, 26-30, 26-31, 26-32, 26-33, 26-119, 26-176, 26-177, and 26.178 as part of the adoption of the new FIRMs (TA24-001)

On November 8, 2023, the Federal Emergency Management Agency (FEMA) issued a letter of final determination setting an effective date of May 8, 2024, for the revised Flood Insurance Rate Maps (FIRMs) for the City of Cedar Falls. In order to continue participation in the National Flood Insurance Program, the City is required to update the Zoning Code to meet FEMA requirements before the adoption date of the maps.

Background

In 2010, the Iowa Department of Natural Resources began obtaining new LIDAR (3D laser scanning) data. The Black Hawk County stream reaches were delineated on top of the LIDAR images as a basis for updates to the Flood Insurance Rate Maps for Black Hawk County. Flood Insurance Maps updates are usually performed as better data becomes available; these new maps will replace maps which were last updated in 2011. In March and May 2019, the Iowa Department of Natural Resources (DNR) and FEMA hosted an open house to present preliminary Flood Insurance Rate Maps (FIRMs) to the residents of Cedar Falls and Black Hawk County. In February 2020, the City filed an appeal for the University Branch of Dry Run Creek based on a study completed by Snyder and Associates and new data collected for the bridge constructed as part of the Greenhill Road extension. The appeal was granted, and it resulted in the removal of 18 properties from the floodplain in the area between Main and Campus Streets.

In August 2020 property owners east of Main Street between Orchard Drive and Greenhill Road were notified by DNR that there was a mapping error to the floodplain which affected 69 properties in the area. To correct this error, new preliminary maps were released in January 2021, for a comment period that extended the review and required a new appeal process through September 2021. A letter of final determination (LFD) was issued with the intent for the new maps to go into effect in October 2022; however, there were additional mapping errors identified on three (3) FIRM Panels and an excluded flood profile, data used to create the maps, for a tributary to Dry Run Creek. These errors reset the process for another review and appeal pushing out the adoption date to December 1, 2023.

Due to an error by FEMA in the publication date of the LFD, the final adoption date of the maps was pushed out to May 8, 2024.

Analysis

In a comparison of our current FIRMs with the revised FIRMs, 195 new parcels were added to the Special Flood Hazard Area (SFHA); however, 64 parcels currently shown in the SFHA have been removed, thereby showing a net increase of 131 parcels in the SFHA. These numbers do not include any State or City owned properties.

Attached is a document with the FEMA required changes to each section of the Zoning Code showing the additional language in red and the deleted language struck-out and in red. Below is a summary of the changes to each section of the code.

In **Sec. 26-2 General Floodplain Definitions**, there are several changes to definitions which provide additional language and clarifications to the current definitions; *Flood, Flood Insurance Study, Floodway, Lowest Floor, Substantial Damage, and Substantial Improvement*.

Other changes involve the addition of definitions commonly included in the National Flood Insurance Program; *Enclosed Area Below Lowest Floor, Factory Built Home and Home Park, Five Hundred Year Flood, Historic Structure, Maximum Damage Potential, Recreational Vehicle, Variance, and Violation*. A few of these terms are defined in other sections of the zoning code, such as *Historic Structure, Recreation Vehicle, Variance, and Violation*; however, at FEMA direction, these specific definitions as they apply to floodplain regulations should also be included with the floodplain definitions, as they may be different in this context.

Changes to **Sec. 26-30, Floodplain Development Permit**, include adding a requirement when requesting a floodplain development permit to include the location and dimensions of all structures and additions. This is currently required by staff as part of the application process, so the addition will codify our current practice. Other minor changes include replacing the term “building(s)” with “structure(s)” and replacing the term “uses” with “development.”

Changes to **Sec. 26-31, Variance and Special Exception Permits and 26-32, Development Requiring Approval by the State Department of Natural Resources** are the replacement of the terms “building(s)” and “uses” with the terms “structure(s)” and “development,” as noted above.

Sec. 26-33, Duties of Zoning Administrator Relative to Development in Flood Hazard Areas, added three additional duties to the zoning administrator, or designee; these include maintaining the accuracy of the community’s FIRMs, performing site inspections, and forwarding all variance requests to the Board of Adjustment. These are duties currently being performed by the designated staff.

Changes to **Sec. 26-35, Flood Insurance Rate Map (FIRM)**, are updates to reflect the new FIRM panels that are to be adopted.

The changes to **Sec. 26-119, Establishment of Floodplain Districts**, are the addition of the definition for the Floodway Overlay District, the Floodway Fringe Overlay District, and the General Floodplain District.

The changes to **Sec. 26-176, F-W Floodway Overlay District**, are minor and include the replacement of the terms “building(s)” and “uses” with “structure(s)” and “development” and adding recreational vehicles to a list of items that if permitted shall meet the applicable performance standards of the floodway fringe district.

Changes to **Sec. 26-177, F-F Floodway Fringe Overlay District**, include the replacement of the building and use terminology. In addition, the list of required flood protection for equipment and utilities, subsection 7(c) has been divided into two sections, one paragraph for equipment and another paragraph for utilities. Subsection 8(d) added additional requirements for filling under an elevated structure and clarifies the requirement regarding the minimum elevation and to extend placement of any fill. There is additional language added to subsection (11) regarding requirements for subdivisions, adding public utilities to the standards of the ordinance and requiring proposals for subdivisions greater than five (5) acres or fifty (50) lots to include flood elevation data for those areas located within the Floodway Fringe Overlay District. The City currently requires this information during the subdivision process, but it is not spelled out in the Floodway Fringe Overlay District. There is also correction for a code subsection reference, the correct reference is subsection (e)(7)(a)(1) through (4). And finally, a new subsection (19) has been added providing detail for the requirements of flood protection for new, substantially improved, or substantially damaged buildings.

The only change to **Sec. 26-178, General Floodplain Overlay District**, is the replacement of the term “use(s)” with the term “development.”

PLANNING & ZONING COMMISSION RECOMMENDATION:

At their meeting on February 28, 2024, on a vote of 7-0, the Planning and Zoning Commission recommended approval of the zoning code text amendment.

Minutes from the meeting are attached below.

PLANNING & ZONING COMMISSION

Introduction & Discussion 2/28/2024 Acting Chair Hartley introduced the item and Planner Weintraut provided background information. He explained that most of the amendments are just clarifications or additional definitions that need to be updated to current FEMA standards. There are approximately eight sections that will need to be updated prior to the effective date of the new floodplain maps on May 8, 2024. Weintraut discussed the background of the map updating process that started in 2019. He noted that the DNR reviewed the City’s ordinance and recommended changes to bring the City’s ordinance into compliance with FEMA requirements. He went on to discuss each proposed text amendment.

Sorensen inquired whether the Commission needed to review and approve the new floodplain maps. Howard clarified that FEMA adopts the maps and then requires local jurisdictions to acknowledge the new maps and make any necessary amendments to floodplain ordinances prior to the effective date of the new maps, which is May 8, 2024. Leeper made a motion to approve the item. Henderson seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Hartley, Henderson, Johnson, Leeper, Sorensen and Stalnaker), and 0 nays.

Sec. 26-2. Definitions.

(2) General floodplain definitions.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (See 100-year (one percent) flood). This is the regulatory standard also referred to as the ~~"100-year flood."~~ 100 year flood. The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all federal agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base flood elevations (BFEs) are typically shown on the flood insurance rate maps (FIRMs).

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see ~~"Lowest floor."~~ Lowest Floor.

Development means any manmade change to improved or unimproved real estate, including, but not limited to constructing or installing buildings or other structures, mining, dredging, filling, clearing, grading, paving, excavation, drilling operations or storage of equipment or materials. Development does not include minor projects or routine maintenance of existing buildings and facilities as defined in this section. It also does not include gardening, plowing, or similar practices that do not involve filling or grading.

Enclosed area below lowest floor means the floor of the lowest enclosed area in a building when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Sec. 26-177(e)(7)(a).1 through 4, and
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking or storage, and
- (3) Machinery and service facilities (e.g., hot water heater, HVAC, electrical service, and all components thereof) contained in the enclosed area are located at least one (1) foot above the base flood elevation, and
- (4) The enclosed area is not a basement as defined in this section.

Factory-built home means any structure designed for residential use which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this section, a factory-built home includes a mobile home, manufactured home, and modular homes; and also includes recreational vehicles which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

Existing construction is any structure for which the ~~"start of construction"~~ start of construction commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as ~~"existing structure."~~ existing structure.

Factory-built home park or subdivision means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

Five hundred year flood (500-year flood) means a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which the magnitude, on average, will be equaled or exceeded at least once every five hundred years.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, a temporary rise in the channel flow or stage, resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source, that results in water overflowing and inundating normally dry lands adjacent to the channel.

Flood elevation means the elevation flood-waters would reach at a particular site during the occurrence of a specific flood. For instance, the ~~"100-year flood"~~ 100-year flood or the ~~"100-year (one percent) flood"~~ 100-year

(one percent) is that flood, the magnitude of which has a one percent (one percent) chance of being equaled or exceeded in any given year. The ~~"500-year flood"~~ 500-year flood or the ~~"500-year (0.2 percent) flood"~~ 500-year (0.2 percent) flood is that flood, the magnitude of which has a two-tenths of one percent (0.2 percent) chance of being equaled or exceeded in any given year.

Flood insurance study means a report published by the Federal Emergency Management Agency (FEMA) issued along with a community's Flood Insurance Rate Maps. The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRMs, an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

Floodproofing means a combination of structural and non-structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures or properties, and including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows associated with the regulatory flood, so that confinement of flood flows to the floodway area will not result in substantially higher flood levels and flow velocities cumulatively increase the water surface elevation of the base flood by more than one foot.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing in the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- (4) Individually listed on a local inventory of historic places in The City of Cedar Falls that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when all the following criteria are met: the criteria listed in the definition of "enclosed area below lowest floor" enclosed area below lowest floor are met.

Maximum damage potential development means hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

New construction (new buildings, new mobile factory-built homes or parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less in size when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2 percent) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the "500-year flood" 500-year flood and the "500-year (0.2 percent) flood." 500-year (0.2 percent) flood.

Routine maintenance of existing buildings and facilities means repairs necessary to keep a structure in a safe and habitable condition. Such routine maintenance and repair activities include:

- (1) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- (2) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- (3) Basement sealing;
- (4) Repairing or replacing damaged or broken window panes;
- (5) Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.
- (6) Other routine maintenance and repair activities that do not trigger a building permit.

Special flood hazard area (SFHA) is the land within a community the City of Cedar Falls subject to the regulatory base flood. This land is identified on the community's the City of Cedar Falls' flood insurance rate maps as Zone A, A1—30, AE, AH, AO, AR, A99, X-Shaded and X-Unshaded.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks, grain storage facilities and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the cost of restoration.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any repair, reconstruction, rehabilitation, addition or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the fair market value, before the start of construction of the improvement. This term included structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - a- before the start of construction of the improvement, or. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed. The term does not, however, include either:
 - b. if the structure has been substantially damaged and is being restored, before the damage occurred.
 - a- Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - b- Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- (2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after February 1, 1985, the effective date of the first floodplain management regulations adopted by the City of Cedar Falls, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.
 - a.— Any project for improvement of a structure to correct existing violations of state or local health, sanitary or safety code specifications which have been identified by the local code enforcement officer and which are the minimum necessary to ensure safe living conditions; or
 - c.— Any alteration to an historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure. —

The term does not, however, include any improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an *historic structure*, provided the alteration will not preclude the structure's designation as an *historic structure*.

Variance means a grant of relief by the City of Cedar Falls from the terms of the floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the City of Cedar Falls' floodplain management regulations.

Sec. 26-30. Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
- (3) Location and dimensions of all structures and additions.
- (6) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of ~~buildings~~ structures or of the level to which a ~~building~~ structure is to be floodproofed.
- (7) For ~~buildings~~ structures being improved or rebuilt, the estimated cost of improvements and fair market value of the ~~building~~ structure prior to the improvements.
- (c) All ~~uses~~ development or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.

Sec. 26-31. Variances and special exception permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
- (4) In cases where the variance involves a lower level of flood protection for ~~buildings~~ structures than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:

Sec. 26-32. Development requiring approval by state department of natural resources.

For ~~those uses~~ development requiring state department of natural resources approval, such approval shall be obtained in writing and provided to the board of adjustment prior to issuance of a special exception permit.

Sec. 26-33. Duties of zoning administrator relative to development in flood hazard areas.

It shall be the responsibility of the zoning administrator or their ~~his~~ official designee to:

- (10) Maintain the accuracy of Cedar Falls' Flood Insurance Rate Maps when:
- a. Development placed within the Floodway (Overlay) District results in any of the following:

- (i) An increase in the Base Flood Elevations, or
 - (ii) Alteration to the floodway boundary
 - b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
 - c. Development relocates or alters the channel.
- Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.
- (11) Perform site inspections to ensure compliance with the standards of this section.
 - (12) Forward all requests for variances to the Board of Adjustment for consideration and ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary.

Sec. 26-35. Flood insurance rate map (FIRM).

The flood insurance rate map (FIRM) for ~~the county~~ Black Hawk County and incorporated areas, City of Cedar Falls and the city, panels 19013C0145F 19013C0145G, 0153F 19013C0153G, 0154F 19013C0154G, 0158F 19013C0158G, 0161F 19013C0161G, 0162F 19013C0162G, 0163F 19013C0163G, 0164F 19013C0164G, 0166F 19013C0166G, 0168F 19013C0168G, 19013C0260G, 0276F 19013C0276G, 0277F 19013C0277G, 0278F 19013C0278G, 0279F 19013C0279G, 0281F 19013C0281G, 0282F 19013C0282G, and 0283F 19013C0283G, effective dated ~~July 18, 2011~~ May 8, 2024, which were prepared as part of the flood insurance study for ~~the county~~ Black Hawk County, are hereby adopted by reference and declared to be the official floodplain zoning map. The flood profiles and all explanatory material contained within the flood insurance study are also declared to be a part of this chapter.

Sec. 26-119. Establishment of floodplain districts.

- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be ~~known as the F-W floodway district, the F-F floodway fringe district and the F-P general floodplain district.~~ divided into the following:
 - (1) Floodway (Overlay) District (F-W) - those areas identified as Floodway on the Official Floodplain Zoning Map;
 - (2) Floodway Fringe (Overlay) District (F-F) - those areas identified as Zone AE and the adjoining shaded Zone X on the Official Floodplain Zoning Map but excluding those areas identified as Floodway; and;
 - (3) General Floodplain (Overlay) District (F-P) - those areas identified as Zone A and the adjoining shaded Zone X on the Official Floodplain Zoning Map.

Sec. 26-176. F-W Floodway Overlay District.

- (c) *Performance standards.* All floodway district ~~uses development allowed as a principal permitted or conditional use~~ shall meet the following standards:
 - (1) No ~~use development~~ shall be permitted in the floodway district that would result in any increase in the 100-year (one percent) flood level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

- (2) All uses development within the floodway district shall:
 - a. Be consistent with the need to limit flood damage.
 - b. Use construction methods and practices that will limit flood damage.
 - c. Use construction materials and utility equipment that are resistant to flood damage.
- (3) No use development shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
- (4) Structures, buildings, recreational vehicles, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- (8) Buildings Structures, if permitted, shall have a low flood damage potential and shall not be utilized for human habitation.

Sec. 26-177. F-F Floodway Fringe Overlay District.

- (e) Performance standards. All uses development must be consistent with the need to limit flood damage to the maximum extent practicable, and shall meet the following applicable performance standards:
 - (4) All structures development shall be:
 - a. Designed and A-a adequately anchored to prevent flotation, collapse, or lateral movement of the structure.
 - (7) ~~c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and located so as to prevent water from entering or accumulating within the components during conditions of flooding. All such facilities including heating, cooling and ventilating systems or ducts shall be located or installed at least one foot above the 500-year (0.2 percent) flood level.~~
 - c. Any new, substantially improved or substantially damaged structure that is being established or reconstructed shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the 500-year (0.2 percent) flood level.
 - d. Any new, substantially improved or substantially damaged structure that is being established or reconstructed shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the 500-year (0.2 percent) flood level or designed to be watertight and withstand inundation to such a level.
 - (8) Filling in the floodway fringe.
 - d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot. ~~, and shall extend at least 18 feet from the outer foundation of the structure. Construction shall be upon compacted fill, which shall, at all points, be no lower than 1.0 ft. above the 500-year (0.2%) flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.~~
 - (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals, including the installation of public utilities, shall meet the

applicable performance standards of this section. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the 500-year (0.2 percent) flood level. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include 500-year (0.2%) flood elevation data for those areas located within the Floodway Fringe (Overlay) District.

- (15) No use development shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages, storage sheds, appurtenant structure and other similar detached accessory structures that are incidental to a residential use shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:
- d. The structures will comply with minimum required permanent openings as specified in subsections (e)(7)(d)(4)a.1. through 4.
- (19) Any new, substantially improved or substantially damaged maximum damage potential development, that is to be established or reconstructed as authorized in this chapter shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the 500-year flood, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 500-year (0.2%) annual chance flood; and that the structure, below the 500-year (0.2%) annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the zoning administrator. Where 500-year (0.2%) chance flood elevation data has not been provided in the Flood Insurance Study, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant shall be responsible for submitting an application to the Department of Natural Resources with sufficient technical information to make such determinations.

Sec. 26-178. F-P General Floodplain Overlay District.

- (b) *Conditional uses.* Any development use which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such uses development shall be reviewed by the state department of natural resources to determine:

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Cedar Falls, Iowa 50613 (319) 268-5184

ORDINANCE NO. 3051

AN ORDINANCE AMENDING CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, ARTICLE I, IN GENERAL, SUBSECTION 26-2(2), GENERAL FLOODPLAIN DEFINITIONS; ARTICLE II, ADMINISTRATION AND ENFORCEMENT, DIVISION 1, GENERALLY, SEC. 26-30, FLOODPLAIN DEVELOPMENT PERMIT, SEC. 26-31, VARIANCES AND SPECIAL EXCEPTION PERMITS; SEC. 26-32, DEVELOPMENT REQUIRING APPROVAL BY THE STATE DEPARTMENT OF NATURAL RESOURCES, SEC. 26-33, DUTIES OF ZONING ADMINISTRATOR RELATIVE TO DEVELOPMENT IN FLOOD HAZARD AREAS, SEC. 26-35, FLOOD INSURANCE RATE MAP (FIRM); ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 1, GENERALLY, SEC. 26-119, ESTABLISHMENT OF FLOODPLAIN DISTRICTS; ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, DIVISION 2, SPECIFIC DISTRICTS, SEC. 26-176, FLOODWAY OVERLAY DISTRICT, SEC. 26-177, FLOODWAY FRINGE OVERLAY DISTRICT, SEC 26-178, GENERAL FLOODPLAIN OVERLAY DISTRICT.

WHEREAS, on January 14, 1985, the City Council of the City of Cedar Falls adopted Ordinance No. 1764, amending the Zoning Code to adopt floodplain regulations and Flood Insurance Rate Maps in order to participate in the National Flood Insurance Program: and,

WHEREAS, on July 11, 2011, the City Council of Cedar Falls adopted Ordinance No. 2750, amending the Zoning Code to adopt new Flood Insurance Rate Maps as part of the City's continued participation in the National Flood Insurance Program; and,

WHEREAS, on November 8, 2023, the City received a letter from FEMA advising a new set of Flood Insurance Rate Maps would become effective for Black Hawk County on May 8, 2023; and,

WHEREAS, to continue participation in the National Flood Insurance Program amendments to the Zoning Code are necessary to acknowledge and adopted the new Flood Insurance Rate Maps and update certain provision within the City's floodplain regulations as required by FEMA; and

WHEREAS, The Planning and Commission has reviewed the proposed amendments to Chapter 26, Zoning, under Case # TA24-001 and recommends approval; and

WHEREAS, the Cedar Falls City Council has determined that said amendments to Chapter 26, Zoning are in the best interests of the community; and now, therefore:

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

Section 1: Subsection 26-2(2), General Floodplain Definitions, is hereby repealed in its entirety and the following Subsection 26-2(2), is enacted in lieu thereof:

(2) *General floodplain definitions.*

Appurtenant structure is a structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (See 100-year (one percent) flood). This is the regulatory standard also referred to as the *100 year flood*. The base flood is the national standard used by the National Flood Insurance Program (NFIP) and all federal agencies for the purpose of requiring the purchase of flood insurance and regulating new development. Base flood elevations (BFEs) are typically shown on the flood insurance rate maps (FIRMs).

Base flood elevation is the elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

Basement means any enclosed area of a building which has its floor or lowest level below ground level (subgrade) on all sides. Any basement situated with less than one-half of its height below grade shall be counted as a story for the purpose of height regulations. A basement having more than one-half of its height below grade is not included in computing the number of stories for the purpose of height measurement. Also see *Lowest Floor*.

Channel means a natural or artificial watercourse having definite banks and beds with visible evidence of flow or occurrence of water.

Development means any manmade change to improved or unimproved real estate, including, but not limited to constructing or installing buildings or other structures, mining, dredging, filling, clearing, grading, paving, excavation, drilling operations or storage of equipment or materials. *Development* does not include minor projects or *routine maintenance of existing buildings and facilities*. It also does not include gardening, plowing, and similar practices that do not involve filling or grading.

Elevating means raising a structure or property by fill or other means to or above the minimum flood protection level.

Enclosed area below lowest floor means the floor of the lowest enclosed area in a building when all the following criteria are met:

- (1) The enclosed area is designed to flood to equalize hydrostatic pressure during flood events with walls or openings that satisfy the provisions of Sec. 26-177(e)(7)(a).1 through 4; and
- (2) The enclosed area is unfinished (not carpeted, drywalled, etc.) and used solely for low damage potential uses such as building access, parking, or storage; and
- (3) Machinery and service facilities (e.g., hot water heater, HVAC, electrical service, and all components thereof) contained in the enclosed area are located at least one (1) foot above the base flood elevation; and

(4) The enclosed area is not a *basement* as defined in this section.

Encroachment limits means a set of lines which delineate the boundaries of the floodway established in the floodplains as the designated width of channel and overbank areas through which the regulatory flood must pass.

Existing construction is any structure for which the *start of construction* commenced before the effective date of the first floodplain management regulations adopted by the community. May also be referred to as *existing structure*.

Factory-built home means any structure designed for residential use which is wholly or in substantial part made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and installation, on a building site. For the purpose of this section, a factory-built home includes a mobile home, manufactured home, and modular homes; and also includes *recreational vehicles* which are placed on a site for greater than 180 consecutive days and not fully licensed for and ready for highway use.

Factory-built home park or subdivision means a parcel or contiguous parcels of land divided into two or more factory-built home lots for sale or lease.

Factory-built home park or subdivision, existing is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management regulations adopted by the community.

Factory-built home park or subdivision, expansion of existing is the preparation of additional sites by the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Factory-built home park or subdivision, new is a factory-built home park or subdivision for which the construction of facilities for servicing the lots on which the factory-built homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of the first floodplain management regulations adopted by the community.

Five hundred year flood (500-year flood) means a flood, the magnitude of which has a two-tenths percent chance of being equaled or exceeded in any given year or which the magnitude, on average, will be equaled or exceeded at least once every five hundred years.

Flood means a general and temporary condition of partial or complete inundation of normally dry land areas resulting from the overflow of streams or rivers or from the unusual and rapid runoff of surface waters from any source.

Flood elevation means the elevation floodwaters would reach at a particular site during the occurrence of a specific flood. For instance, the *100-year flood* or the *100-year (one percent)* is that flood, the magnitude of which has a one percent (one percent) chance of being equaled or exceeded in any given year. The *500-year flood* or the *500-year (0.2 percent) flood* is that flood, the magnitude of which has a two-tenths of one percent (0.2 percent) chance of being equaled or exceeded in any given year.

Flood insurance rate map (FIRM) means the official map prepared as part of, but published separately from, the flood insurance study, which delineates both the flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study means a report published by the Federal Emergency Management Agency (FEMA) issued along with a community's *Flood Insurance Rate Maps*. The study

contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRMs.

Floodplain means any land susceptible to being inundated by water as a result of a flood.

Floodplain buildable area means that portion of the lot remaining after the minimum yard area requirements (i.e., setbacks) of this chapter have been met, and shall not include that portion of the property within the 500-year floodplain.

Floodplain management is an overall program of corrective and preventive measures for reducing flood damages and promoting the wise use of floodplain, including but not limited to emergency preparedness plans, flood control works, floodproofing and floodplain management regulations.

Flood profile means a graph or a longitudinal profile showing the relationship of the water surface elevation of a flood event to a location along a stream or river.

Floodproofing means a combination of structural and non-structural provisions, changes or adjustments incorporated in the design or construction and alteration of individual buildings, structures, or properties, including utilities, water treatment and sanitary facilities, which will reduce or eliminate flood damages.

Floodway means the channel of a river or stream and those portions of the floodplain adjoining the channel which are reasonably required to carry and discharge floodwaters or flood flows so that confinement of flood flows to the floodway area will not cumulatively increase the water surface elevation of the base flood by more than one foot.

Floodway fringe means the land adjacent to a body of water between the floodway and the outer (landward) limits of the special flood hazard area, as defined by the regulatory flood as delineated on the official floodplain zoning map.

Habitable space for flood protection purposes means any floor or level, including a basement, which is suitable for human habitation. It excludes a garage, a detached accessory structure, or an area for housing electrical, plumbing, heating, ventilating and other utility systems underneath a structure elevated to comply with flood protection requirements.

Highest adjacent grade is the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places, maintained by the Department of Interior, or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing of the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by either i) an approved state program as determined by the Secretary of the Interior or ii) directly by the Secretary of the Interior in states without approved programs.

Lowest floor means the floor of the lowest enclosed area in a building, including a basement, except when the criteria listed in the definition of *enclosed area below lowest floor* are met.

Maximum damage potential development means hospitals and like institutions; buildings or building complexes containing documents, data, or instruments of great public value; buildings or building complexes containing materials dangerous to the public or fuel storage facilities; power installations needed in emergency or other buildings or building complexes similar in nature or use.

New construction (new buildings, new factory-built homes or parks) means those structures or development for which the start of construction commenced on or after February 1, 1985.

Obstruction means any dam, wall, wharf, embankment, levee, dike, pile, abutment, projection, excavation, channel rectification, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure or matter in, along, across or projecting into any watercourse or floodplain area which may impede, retard or change the direction of the flow of water, either in itself or by catching or collecting debris carried by such water, or that is placed where the flow of water might carry material or structure downstream to the damage of other properties.

Official floodplain zoning map means the maps on file with the city that indicate those portions of land known as the floodway, floodway fringe and general floodplain, which are subject to the regulations of this chapter.

One hundred year flood means a flood, the magnitude of which has a one percent chance of being equaled or exceeded in any given year or which, on average, will be equaled or exceeded at least once every 100 years.

Program means the National Flood Insurance Program (NFIP).

Public damages shall consist of but not necessarily be limited to the following:

Public sewer system means a municipally owned, operated, and maintained sanitary sewer system.

Reach is a hydraulic engineering term used to describe longitudinal segments of a stream or river. A reach will generally include the segment of the flood hazard area where flood heights are primarily controlled by manmade or natural obstructions or constrictions. In an urban area, an example of a reach would be the segment of a stream or river between two consecutive bridge crossings.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2 percent) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the *500-year flood* and the *500-year (0.2 percent) flood*."

Repetitive loss includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Recreational vehicle means a vehicle that is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory flood means a flood, the magnitude of which has a two-tenths (0.2 percent) of one percent chance of being equaled or exceeded in any given year. Regulatory flood is also referred to in this chapter as the *500-year flood* and the *500-year (0.2 percent) flood*.

Routine maintenance of existing buildings and facilities means repairs necessary to keep a structure in a safe and habitable condition. Such routine maintenance and repair activities include:

- (1) Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- (2) Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- (3) Basement sealing;
- (4) Repairing or replacing damaged or broken windowpanes;
- (5) Repairing plumbing systems, electrical systems, heating or air conditioning systems, and repairing wells or septic systems.
- (6) Other routine maintenance and repair activities that do not trigger a building permit.

Special exception permit means an authorization by the city board of adjustment to allow building improvements or other development when such project conforms with specified rules, regulations and/or performance standards required for said improvements or development in special areas of the city as identified by the zoning ordinance.

Special flood hazard area (SFHA) is the land within the City of Cedar Falls subject to the base flood. This land is identified on the City of Cedar Falls' flood insurance rate maps as Zone A, A1—30, AE, AH, AO, AR, A99.

Start of construction includes substantial improvement and new construction, means the date the development permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement, was within 180 days of the permit date.

The actual start means either the first placement or permanent construction of a structure on a site, such as pouring of a slab or footings, the installation of pile, the construction of columns, or any work beyond the stage of excavation; or the placement of a factory-built home on a foundation.

Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main structure.

For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of the building, whether or not that alteration affects the external dimensions of the building.

Structure means anything constructed or erected on the ground or attached to the ground, including but not limited to buildings, factories, sheds, cabins, factory-built housing, storage tanks, grain storage facilities, and other similar uses. For zoning purposes anything, excluding fences, judged to be permanently affixed to the site and measuring at least 30 inches in height, as measured from natural grade, shall be considered a structure.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the fair market value of the structure before the damage occurred. Volunteer labor and donated materials shall be included in the estimated cost of repair.

Substantial improvement means any improvement to a structure which satisfies either of the following criteria:

- (1) Any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the fair market value either;
 - a. before the *start of construction* of the improvement, or
 - b. if the structure has been *substantially damaged* and is being restored, before the damage occurred.
- (2) Any addition which increases the original floor area of a building by 25 percent or more. All additions constructed after February 1, 1985, the effective date of the first floodplain management regulations adopted by the City of Cedar Falls, shall be added to any proposed addition in determining whether the total increase in original floor space would exceed 25 percent.

The term does not, however, include any improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions. The term also does not include any alteration of an *historic structure*, provided the alteration will not preclude the structure's designation as an *historic structure*.

Temporary storage means a volume of water which may be stored upstream from a dam or in an impoundment above the level of the principal outlet works, usually expressed in acre-feet.

Variance means a grant of relief by a community from the terms of the floodplain management regulations.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

Section 2: Sec. 26-30, Floodplain Development Permit, is hereby repealed in its entirety and the following Sec. 26-30, is enacted in lieu thereof:

Sec. 26-30. Floodplain development permit.

- (a) A floodplain development permit issued by the zoning administrator shall be secured prior to initiation of any floodplain development. Application for a floodplain development permit shall be made on forms supplied by the zoning administrator and shall include the following information:
 - (1) A description of the work to be covered by the permit for which application is to be made.
 - (2) A description of the land on which the proposed work is to be done, i.e., lot, block, tract, street address or similar description that will readily identify and locate the work to be done.
 - (3) Location and dimensions of all structures and additions
 - (4) An indication of the use or occupancy for which the proposed work is intended.
 - (5) The elevations of the 100-year (one percent) and 500-year (0.2 percent) flood.
 - (6) The elevation, in relation to the North American Vertical Datum of 1988 (NAVD), of the lowest floor, including basement, of structures or of the level to which a structure is to be floodproofed.

- (7) For structures being improved or rebuilt, the estimated cost of improvements and fair market value of the structure prior to the improvements.
 - (8) Such other information as the administrator deems reasonably necessary for the purpose of this chapter.
- (b) Floodplain development permits issued on the basis of approved plans and applications authorize only the use, arrangement and construction set forth in such approved plans and applications and no other use, arrangement or construction. Any use, arrangement, or construction at variance with that authorized shall be deemed a violation of this chapter and shall be punishable as provided in this chapter. The applicant shall be required to submit certification by a professional engineer or land surveyor, as appropriate, registered in the state, that the finished fill, building floor elevations, floodproofing or other flood protection measures were accomplished in compliance with the provisions of this chapter prior to the use or occupancy of any structure.
 - (c) All development or structures in the floodway, floodway fringe and general floodplain districts requiring special exception permits shall be allowed only upon application to the zoning administrator with issuance of the special exception permit by the board of adjustment. Petitioners shall include information ordinarily submitted with applications, as well as any additional information deemed necessary by the board of adjustment. Where required, approval of the state department of natural resources shall precede issuance of the special exception permit by the board of adjustment.
 - (d) The zoning administrator shall, within a reasonable time, make a determination as to whether the proposed floodplain development meets the applicable provisions and standards of this chapter, and shall approve or disapprove the application. In case of disapproval, the applicant shall be informed, in writing, of a specific reason therefor. The zoning administrator shall not issue permits for special exception permits or variances except as directed by the board of adjustment.

Section 3: Sec. 26-31, Variances and Special Exception Permits, is hereby repealed in its entirety and the following Sec. 26-31 is enacted in lieu thereof:

Sec. 26-31. Variances and Special Exception Permits.

- (a) The board of adjustment may authorize, upon request, in specific cases, such variances from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of this chapter will result in unnecessary hardship. Variances granted must meet the following applicable standards:
 - (1) No variance shall be granted for any development within the floodway district which would result in any increase in floods during the occurrence of the 500-year flood. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - (2) Variances shall only be granted upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

- c. A determination that the granting of the variance will not result in increased flood heights, additional threats to public safety or extraordinary public expense, create nuisances, or cause fraud on or victimization of the public.
 - (3) Variances shall only be granted upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (4) In cases where the variance involves a lower level of flood protection for *structures* than what is ordinarily required by this chapter, the applicant shall be notified in writing over the signature of the zoning administrator that:
 - a. The issuance of a variance will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage; and
 - b. Such construction increases risk to life and property.
 - (5) All variances granted shall have the concurrence or approval of the state department of natural resources.
- (b) In passing upon applications for special exception permits or requests for variances, the board shall consider all relevant factors specified in other sections of this chapter and:
 - (1) The danger to life and property due to increased flood heights or velocities caused by encroachments.
 - (2) The danger that materials may be swept onto other lands or downstream to the injury of others.
 - (3) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
 - (4) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 - (5) The importance of the services provided by the proposed facility to the community.
 - (6) The requirements of the facility for a floodplain location.
 - (7) The availability of alternative locations not subject to flooding for the proposed use.
 - (8) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 - (9) The relationship of the proposed use to the comprehensive plan and floodplain management program for the area.
 - (10) The safety of access to the property in times of flood for ordinary and emergency vehicles.
 - (11) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwater expected at the site.
 - (12) Such other factors which are relevant to the purpose of this chapter.
- (c) Upon consideration of the factors listed in subsection (b) of this section, the board may attach such conditions to the granting of special exception permits or variances as it deems necessary to further the purpose of this chapter. Such conditions may include, but not necessarily be limited to:
 - (1) Modification of waste disposal and water supply facilities.
 - (2) Limitation on periods of use and operation.

- (3) Imposition of operational controls, sureties, and deed restrictions.
- (4) Requirements for construction of channel modifications, dikes, levees, and other protective measures, provided such are approved by the state department of natural resources and are deemed the only practical alternative for achieving the purposes of this chapter.
- (5) Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The board of adjustment shall require that the applicant submit a plan or document certified by a registered professional engineer that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include, but are not necessarily limited to, the following:
 - a. Anchorage to resist flotation and lateral movement.
 - b. Installation of watertight doors, bulkheads and shutters, or similar methods of construction.
 - c. Reinforcement of walls to resist water pressures.
 - d. Use of paints, membranes, or mortars to reduce seepage of water through walls.
 - e. Addition of mass or weight structures to resist flotation.
 - f. Installation of pumps to lower water levels in structures.
 - g. Construction of water supply and waste treatment systems so as to prevent the entrance of floodwaters.
- (6) Pumping facilities or comparable practices for subsurface drainage systems for *structures* to relieve external foundation wall and basement flood pressures.
- (7) Construction to resist rupture or collapse caused by water pressure or floating debris.
- (8) Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
- (9) Location of all electrical equipment, circuits and installed electrical appliances in a manner which will ensure that they are not subject to flooding.

Section 4: Sec. 26-32, Development Requiring Approval by State Department of Natural Resources, is hereby repealed in its entirety and the following Sec. 26-32, is enacted in lieu thereof:

Sec. 26-32. Development requiring approval by state department of natural resources.

For *development* requiring state department of natural resources approval, such approval shall be obtained in writing and provided to the board of adjustment prior to issuance of a special exception permit.

Section 5: Sec. 26-33, Duties of Zoning Administrator Relative to Development in Flood Hazard Areas, is hereby amended to add subparagraphs (10), (11), and (12), as follows:

- (10) Maintain the accuracy of the community's Flood Insurance Rate Maps when;

- a. Development placed within the Floodway (Overlay) District results in any of the following:
 - (i) An increase in the Base Flood Elevations, or
 - (ii) Alteration to the floodway boundary
- b. Development placed in Zones A, AE, AH, and A1-30 that does not include a designated floodway that will cause a rise of more than one foot in the base elevation; or
- c. Development relocates or alters the channel.

Within 6 months of the completion of the development, the applicant shall submit to FEMA all scientific and technical data necessary for a Letter of Map Revision.

- (11) Perform site inspections to ensure compliance with the standards of this Ordinance.
- (12) Forward all requests for Variances to the Board of Adjustment for consideration. Ensure all requests include the information ordinarily submitted with applications as well as any additional information deemed necessary to the Board of Adjustment

Section 6: Sec. 26-35, Flood Insurance Rate Map (FIRM), is hereby repealed in its entirety and the following Sec. 26-35, is enacted in lieu thereof:

Sec. 26-35. Flood Insurance Rate Map (FIRM)

The flood insurance rate map (FIRM) for Black Hawk County and incorporated areas, City of Cedar Falls, panels 19013C0145G, 19013C0153G, 19013C0154G, 19013C0158G, 19013C0161G, 19013C0162G, 19013C0163G, 19013C0164G, 19013C0166G, 19013C0168G, 19013C0260G, 19013C0276G, 19013C0277G, 19013C0278G, 19013C0279G, 19013C0281G, 19013C0282G, and 19013C0283G, effective dated May 8, 2024, which were prepared as part of the flood insurance study for Black Hawk County, are hereby adopted by reference and declared to be the official floodplain zoning map. The flood profiles and all explanatory material contained within the flood insurance study are also declared to be a part of this chapter.

Section 7: Subsection 26-119(c), Classes of Districts, within Sec 26-119, Establishment of Floodplain Districts, is hereby repealed in its entirety and the following Subsection 26-119(c), is enacted in lieu thereof:

- (c) *Classes of districts.* In order to classify, regulate and restrict the location of trades and industries and the location of buildings designed for specific uses, to regulate and limit the height and bulk of buildings erected or altered, to regulate and limit the intensity of the use of lot areas and to regulate and determine the area of yards, courts and other open spaces within and surrounding such buildings within established floodprone areas, the city is hereby divided into three classes of floodplain districts. The use, height and area regulations are uniform in each class of district, and the districts shall be divided into the following:
 - (1) Floodway (Overlay) District (F-W) - those areas identified as Floodway on the Official Floodplain Zoning Map;
 - (2) Floodway Fringe (Overlay) District (F-F) - those areas identified as Zone AE and the adjoining shaded Zone X on the Official Floodplain Zoning Map but excluding those areas identified as Floodway; and;

- (3) General Floodplain (Overlay) District (F-P) - those areas identified as Zone A and the adjoining shaded Zone X on the Official Floodplain Zoning Map.

Section 8: Sec. 26-176, F-W Floodway Overlay District, is hereby repealed in its entirety and the following Sec. 26-176 is enacted in lieu thereof:

Sec. 26-176. F-W Floodway Overlay District.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-W floodway district to the extent they are not prohibited by other provisions of this chapter or of this Code, or the underlying zoning district, and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or other equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking areas and airport landing strips.
 - (3) Private and public recreational uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas and hiking and horse riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas and play areas.
 - (5) Other open space uses similar in nature to the uses listed in this subsection.
- (b) *Conditional uses.* The following uses, which involve structures (temporary or permanent), fill, storage of materials or other equipment, may be permitted only upon issuance of a special exception permit by the board of adjustment, and then only to the extent they are not prohibited by other provisions of this section or of this Code or the underlying zoning district. Such uses must also meet the applicable provisions of the floodway district performance standards:
- (1) Uses or structures accessory to open space uses.
 - (2) Circuses, carnivals and similar transient amusement enterprises.
 - (3) Drive-in theaters, new and used car lots, roadside stands, signs and billboards.
 - (4) Extraction of sand, gravel and other material.
 - (5) Marinas, boat rentals, docks, piers and wharves.
 - (6) Utility transmission lines and underground pipelines.
 - (7) Other uses similar in nature to the principal permitted and conditional uses described in this section which are consistent with the floodway district performance standards and the general spirit and purpose of this division.
- (c) *Performance standards.* All floodway district *development* shall meet the following standards:
- (1) No *development* shall be permitted in the floodway district that would result in any increase in the 100-year (one percent) flood level. Consideration of the effects of any

development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.

- (2) All *development* within the floodway district shall:
 - a. Be consistent with the need to limit flood damage.
 - b. Use construction methods and practices that will limit flood damage.
 - c. Use construction materials and utility equipment that are resistant to flood damage.
- (3) No *development* shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch or any other drainage facility or system.
- (4) Structures, buildings, *recreational vehicles*, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe district, and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- (5) From and after January 1, 2010, there shall be no construction of any new building or structure (temporary or permanent) of any type whatsoever, anywhere within the floodway overlay district in the city, including, but not limited to, new detached garages, storage buildings, or other accessory structures.
- (6) From and after January 1, 2010, there shall be no restoration or reconstruction of any previously existing nonconforming building or structure located in the floodway overlay district that suffers damage to the extent of 50 percent or more of its fair market value at the time of damage of any origin, including, but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, unless permitted upon issuance of a variance and a special exception permit by the board of adjustment, in accordance with the provisions of sections 26-30 and 26-31.
- (7) Any restoration or reconstruction of any building or structure located in the floodway overlay district that suffers damage to the extent of less than 50 percent of its fair market value at the time of damage of any origin, including, but not limited to, fire, flood, tornado, storm, explosion, war, riot or act of God, may be restored or reconstructed without issuance of a variance or a special exception permit by the board of adjustment, and then only as follows:
 - a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Must not allow any fill material to be used or placed on the lot in connection with the elevation and reconstruction of such building or structure;
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction;
 - d. Such restoration, rebuilding or reconstruction shall not allow any building addition or expansion without obtaining a variance or special exception permit from the board of adjustment; and
 - e. Any addition or expansion to an existing building or structure located in the floodway shall not be allowed, unless permitted upon issuance of a variance and special exception permit by the board of adjustment, in accordance with sections 26-30 and 26-31.
- (8) *Structures*, if permitted, shall have a low flood damage potential, and shall not be utilized for human habitation.
- (9) Storage of materials or equipment that is buoyant, flammable, explosive or injurious to human, animal or plant life is prohibited. Storage of other material may be allowed if

readily removable from the floodway district within the time available after flood warning.

- (10) Stream, watercourse, drainage channel or other water channel embankment stabilization, filling, alterations or relocations, including removal of vegetation, must be designed to maintain the flood-carrying capacity within the altered area, and shall not be allowed or undertaken without all required permits from and approvals by the state department of natural resources, and shall not proceed without approval of the city planner and oversight by the city engineer.
- (11) Any fill allowed in the floodway must be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- (12) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.
- (13) *Recreational vehicles* placed on sites within the floodway district shall either:
 - a. Be on site for fewer than 180 consecutive days.
 - b. Be fully licensed and ready for highway use.

A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

Section 9: Subsection 26-177 (e), Performance Standards, of Section 26-177, F-F Floodway Fringe Overlay District, is hereby repealed in its entirety and the following Subsection 26-177(e) is enacted in lieu thereof:

- (e) Performance standards. All *development* must be consistent with the need to limit flood damage to the maximum extent practicable, and shall meet the following applicable performance standards:
 - 1) All new *development* on lots of record in existence prior to January 1, 2010, must comply with all required standard flood protection measures, and must meet the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any open areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of floodwaters, in conformity with the requirements of subsections (e)(7)a.1 through 4 of this section, inclusive; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
 - (2) Any existing building or *structure* located in the floodway fringe that suffers damage to the extent of less than 50 percent of its fair market value from any origin including, but not limited to, fire, flood, tornado, storm, explosion, war, or act of God, may be reconstructed at its existing elevation, without issuance of a variance or special exception permit, if the reconstructed structure meets the following requirements:
 - a. May commence only upon issuance of a valid building permit issued by the city; and
 - b. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.

- (3) Any existing building or *structure* that is substantially damaged, may be reconstructed if the reconstructed structure meets all required standard flood protection measures, including, but not limited to, elevating the structure to a level such that the lowest floor is established one foot above the 500-year flood level, and is constructed either on elevated foundations, piers or similar elevated techniques that are in compliance with then applicable city building code requirements, or using fill which meets the requirements of this section, and which meets the following requirements:
- a. May commence only upon issuance of a valid building permit issued by the city;
 - b. Any enclosed building areas underneath the lowest floor shall be floodable in order to allow the unimpeded free flow of floodwaters, in conformity with the requirements of subsections (e)(7)a.1 through 4 of this section; and
 - c. Must comply in all other respects with all applicable city building codes in effect at the time of reconstruction.
- (4) All *development* shall be:
- a. Designed and adequately anchored to prevent flotation, collapse, or lateral movement of the structure.
 - b. Constructed with materials and utility equipment resistant to flood damage to the maximum practicable extent.
 - c. Constructed by methods and practices that limit flood damage to the maximum practicable extent.
- (5) Any *new, substantially improved or substantially damaged residential structure*, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the *500-year flood level*. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the *500-year (0.2 percent) flood level* unless the necessary amount of fill to satisfy this requirement exceeds allowable fill heights specified in subsection (e)(8)b of this section, and shall extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating, such as piers or elevated foundations, may be allowed where existing topography, street grades or other compelling factors preclude elevating by the use of compacted fill material. In all such cases, the methods used for structural elevation must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding as verified by a structural engineer.
- (6) Any *new, substantially improved or substantially damaged nonresidential structure*, that is to be established or reconstructed as authorized in this chapter, shall have the lowest floor, including basement, elevated a minimum of one foot above the *500-year flood level*. Construction may be upon limited amounts of compacted fill which shall, at all points, be no lower than one foot above the *500-year (0.2 percent) flood level* or, together with attendance utility and sanitary sewerage systems, be floodproofed to such a level. When utilizing fill material, the amount placed on the site shall be in conformance with subsection (e)(8)b of this section. When floodproofing is utilized, a professional engineer registered in the state shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year and 500-year flood event, and that the structure established below the 500-year flood elevation level, is watertight with walls substantially impermeable to the passage of water. A record of certification, indicating the specific elevation, in relation to the North

American Vertical Datum of 1988, to which any structures are floodproofed, shall be maintained by the zoning/floodplain administrator.

- (7) Any *new, substantially improved or substantially damaged structure* that is to be established or reconstructed as authorized in this chapter shall meet the following requirements:
- a. Fully enclosed areas below the *lowest floor*, not including *basements* that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. All said areas below the lowest floor shall be designed for low damage potential and shall not be habitable space. Such areas shall be used solely for parking of vehicles, building access and low damage potential storage. Machinery and service facilities (e.g., hot water heater, furnace, electrical service) contained in the enclosed area are located at least one foot above the 500-year flood level. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 1. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 2. The bottom of all openings shall be no higher than one foot above natural grade.
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
 4. Openings must be designed and installed so as to allow the natural entry and exit of floodwaters without the aid of any manual, mechanical or electrical systems either for operating the openings or assisting in the discharge of water from the lower area.
 - b. Any new, substantially improved or substantially damaged structure that is being established or reconstructed as authorized in this chapter, must be designed or modified and adequately anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - c. Any *new, substantially improved or substantially damaged structure* that is being established or reconstructed shall be constructed with electric meter, electrical service panel box, hot water heater, heating, air conditioning, ventilation equipment (including ductwork), and other similar machinery and equipment elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the *500-year (0.2 percent) flood level*.
 - d. Any *new, substantially improved or substantially damaged structure* that is being established or reconstructed shall be constructed with plumbing, gas lines, water/gas meters and other similar service utilities either elevated (or in the case of non-residential structures, optionally floodproofed) to a minimum of one foot above the *500-year (0.2 percent) flood level* or designed to be watertight and withstand inundation to such a level.
- (8) Filling in the floodway fringe.

- a. Fill activities may be permitted in the floodway fringe overlay district upon approval by the city planner and city engineer. All fill application permits shall be valid for a period of six months from date of issuance, may be renewed only upon filing of an application for renewal with the city planner, and then may only be renewed upon a showing of demonstrated progress towards completion of the fill activity. All fill application permits must be accompanied by a detailed plan describing the area to be filled, the estimated amount of fill to be used and the purpose of the fill project. Elevation and topographic data must also be submitted by a professional engineer registered in the state that illustrates changes in the topography and estimated impacts upon local flood flows. No fill project shall fill in or obstruct any local drainage channels without an alternative drainage plan design, and shall limit soil erosion and water runoff onto adjacent properties to the maximum practicable extent, and in compliance with the NPDES standards contained in chapter 27. Except as provided in subsections (e)(8)f and g of this section, adjacent property owners shall be identified and notified of the fill project by the applicant with proof of notification provided to the city planner. Any fill project must be designed to limit negative impacts upon adjacent property owners during flood events to the maximum practicable extent.
- b. The amount of allowable fill must not increase the existing natural grade of the property by more than three vertical feet at any point, and shall be placed on no more than 33.33 percent of the total three vertical feet lot area.
- c. Where fill is authorized under this chapter, any fill placed on a lot of record must be mitigated by removal of an equal volume of fill material from a comparable elevation within the 500-year floodplain, in order to provide the hydraulic equivalent volume of fill removal as compared to the placement of fill on any single property located in the floodplain.
- d. The only portion of the property that may be filled is the area underneath the elevated structure, together with driveway access to the structure. In no case shall the maximum lot area of the property filled exceed 33.33 percent of the total area of the lot. Construction shall be upon compacted fill, which shall, at all points, be no lower than 1.0 ft. above the 500-year (0.2%) flood elevation and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon.
- e. If a new or reconstructed *structure* is to be elevated utilizing fill material, any required building elevation standard exceeding the three-foot fill limitation as referenced in subsection (e)(8)b of this section must be achieved through the use of elevated foundations, piers or similar structural elevation techniques that are in compliance with then-applicable city building code requirements as certified by a structural engineer.
- f. Fill is allowed for property maintenance purposes in the *floodway fringe* area upon approval of the city planner. For purposes of this subsection, the term "property maintenance purposes" means landscaping, gardening or farming activities, erosion control, and filling in of washed-out sections of land. Property maintenance purposes shall only include the placement of such quantities of fill not to exceed the limitations specified herein and that do not inhibit the free flow of water. Said limited amounts of fill for property maintenance purposes need not be compensated by an equivalent amount of excavation area as specified in subsection (e)(8)c of this section.

- g. Filling on public property is prohibited in the *floodway fringe* district with the exception of property maintenance purposes of public facilities, upon approval of the city planner. Limited quantities of asphalt, concrete and yard waste may be temporarily stored in the floodway fringe district when said materials are being staged for further processing. Raw materials may be stockpiled in the floodway fringe district when said materials are mined or excavated from a site in the floodway or floodway fringe.
- (9) No floodplain map revisions (letter of map revision-fill or LOMR-f) involving placement of fill or involving land alterations in the floodway fringe overlay district, even if otherwise approved by FEMA, shall be allowed after January 1, 2010; provided, however, that owners of properties in the floodway fringe who have applied for a LOMR and which were in the process of being approved as of January 1, 2010, shall be exempt from this prohibition.
- (10) Factory-built housing and factory-built structures shall meet the following requirements:
- a. Factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement.
 - b. Factory-built housing and factory-built structures, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 500-year flood level.
 - c. Openings shall be established in the lower area to allow the natural entry and exit of floodwaters in compliance with subsections (e)(7)a.1 through 4 of this section.
- (11) Subdivisions, including factory-built home parks and subdivisions, shall meet the following requirements. Subdivisions shall be consistent with the need to limit flood damage to the maximum practicable extent, and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals, including the installation of public utilities, shall meet the applicable performance standards of this ordinance. Subdivision proposals intended for residential development shall provide all lots with a means of vehicular access that is above the *500-year (0.2 percent) flood* level. Proposals for subdivisions greater than five (5) acres or fifty (50) lots (whichever is less) shall include *500-year (0.2%) flood* elevation data for those areas located within the *Floodway Fringe (Overlay) District*.
- (12) Utility and sanitary systems shall meet the following requirements:
- a. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system as well as the discharge of effluent into floodwaters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one foot above the 500-year flood elevation.
 - b. On site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - c. New or replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system. Water supply treatment facilities shall be provided with a level of protection equal to or greater than one foot above the *500-year flood* elevation.

- d. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- (13) Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the *500-year flood* level. Other material and equipment must either be similarly elevated or:
- a. Not be subject to major flood damage and be anchored to prevent movement due to floodwaters; or
 - b. Be readily removable from the area within the time available after flood warning.
- (14) Flood control structural works such as levees and floodwalls, shall provide, at minimum, protection from a *100-year (one percent) flood* with a minimum of three feet of design freeboard and shall provide for adequate interior drainage, or at such higher elevation as may be mandated by the state or federal government. In addition, structural flood control works shall be approved by the state department of natural resources.
- (15) No *development* shall affect the capacity or conveyance of the channel or any tributary to the main stream, drainage ditch or other drainage facility or system.
- (16) Detached garages, storage sheds, appurtenant structure and other similar detached accessory structures that are incidental to a residential use shall be allowed in the floodway fringe district with no minimum elevation requirement provided that all the following criteria are satisfied. Exemption from the elevation requirement for such structures may result in increased premium rates for flood insurance coverage of the structure and its contents:
- a. The total combined floor areas of all such structures located on the lot does not exceed a total of 576 square feet in area. Those portions of structures located less than one foot above the (0.2 percent) 500-year flood level must be constructed of flood resistant materials.
 - b. The structures are not suitable for and shall not be used for human habitation.
 - c. The structures will be designed to have low flood damage potential and shall be used solely for low damage potential purposes such as vehicle parking and limited storage.
 - d. The structures will comply with minimum required permanent openings as specified in subsections (e)(7) a.1. through 4.
 - e. The structures will be constructed and placed on the building site so as to limit resistance to the greatest practicable extent to the flow of floodwaters.
 - f. Structures shall be firmly anchored to prevent flotation, collapse and lateral movement.
 - g. The structure's service facilities such as electrical, heating and ventilating equipment shall be elevated or floodproofed to at least one foot above the (.2 percent) 500-year flood level.
- (17) *Recreational vehicles*, if permitted in the underlying zoning district, are exempt from the requirements of this chapter regarding anchoring and elevation of factory built homes when the following criteria are satisfied:

- a. Be on site for fewer than 180 consecutive days.
- b. Be fully licensed and ready for highway use.

A *recreational vehicle* is ready for highway use if it is on its wheels or jacking system, is attached to the site only by disconnect type utilities and security devices, and has no permanent attached additions.

- (18) Pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently protected to prevent rupture due to channel degradation or due to action of flood flows.
- (19) Any *new, substantially improved or substantially damaged maximum damage potential development*, that is to be established or reconstructed as authorized in this chapter shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the elevation of the *500-year flood*, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 500-year (0.2%) annual chance flood; and that the structure, below the 500-year (0.2%) annual chance flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to North American Vertical Datum 1988) to which any structures are floodproofed shall be maintained by the Zoning Administrator. Where 500-year (0.2%) chance flood elevation data has not been provided in the *Flood Insurance Study*, the Iowa Department of Natural Resources shall be contacted to compute such data. The applicant shall be responsible for submitting an application to the Department of Natural Resources with sufficient technical information to make such determinations.

Section 10: Section 26-178 F-P General Floodplain Overlay District, is hereby repealed in its entirety and the following Sec. 26-178 is enacted in lieu thereof:

Sec. 26-178. F-P General Floodplain Overlay District.

- (a) *Principal permitted uses.* The following uses shall be permitted within the F-P general floodplain district to the extent they are not prohibited by any other ordinance or underlying zoning district and provided they do not require placement of structures, factory-built homes, fill or other obstruction, the storage of materials or equipment, excavation or alteration of a watercourse:
- (1) Agricultural uses such as general farming, pasture, grazing, outdoor plant nurseries, horticulture, viticulture, truck farming, forestry, sod farming and wild crop harvesting.
 - (2) Industrial-commercial uses such as loading areas, parking area and airport landing strips.
 - (3) Private and public recreation uses such as golf courses, tennis courts, driving ranges, archery ranges, picnic grounds, boat launching ramps, swimming areas, parking, wildlife and nature preserves, game farms, fish hatcheries, shooting preserves, target ranges, trap and skeet ranges, hunting and fishing areas, and hiking and horseback riding trails.
 - (4) Residential uses such as lawns, gardens, parking areas, and play areas.

(b) *Conditional uses.* Any *development* which involves placement of structures, factory-built homes, fill or other obstructions, the storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon issuance of a special exception permit by the board of adjustment. All such *development* shall be reviewed by the state department of natural resources to determine:

- (1) Whether the land involved is either wholly or partly within the floodway or floodway fringe; and
- (2) The 100-year or 500-year flood level.

The applicant shall be responsible for providing the State Department of Natural Resources with sufficient technical information to make the determination.

(c) *Performance standards.*

- (1) All conditional uses or portions thereof to be located in the floodway, as determined by the state department of natural resources, shall meet the applicable provisions and standards of the floodway district.
- (2) All conditional uses or portions thereof to be located in the *floodway fringe*, as determined by the state department of natural resources, shall meet the applicable standards of the floodway fringe district.

(d) *Prohibited uses.* No structure located within the designated floodplain district may be subdivided or converted for the purpose of establishing a separate dwelling unit either wholly or partially below the *500-year flood* elevation.

INTRODUCED: _____ March 18, 2024 _____

PASSED 1ST CONSIDERATION: _____ March 18, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Public Records Division

TO: Honorable Mayor Danny Laudick and City Council
FROM: Kim Kerr, CMC, City Clerk
DATE: March 8, 2024
SUBJECT: Ordinance Adopting the 2024 Code of Ordinances

Section 380.8 of the Code of Iowa requires that our Code of Ordinances be formally adopted at least once every five years. The Cedar Falls Code of Ordinances was last adopted in 2019 by Ordinance #2937. Adoption of the attached ordinance simply reconfirms and codifies all of the individual ordinances adopted by the City Council during the past five years. Thus, its adoption is not related to any new changes to or recodification of the Code of Ordinances of the City of Cedar Falls.

If you have any questions regarding this matter, please contact me at 268-5115. Thank you.

ORDINANCE NO. 3052**AN ORDINANCE ADOPTING A CODE OF ORDINANCES FOR THE
CITY OF CEDAR FALLS, IOWA**

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

Section 1. Purpose. The purpose of this adopting ordinance is to enable the City of Cedar Falls, Iowa, to comply with the provisions of Section 380.8 of the Code of Iowa.

Section 2. Adoption. The City Council of the City of Cedar Falls, Iowa, hereby adopts the 2024 Code of Ordinances for the City of Cedar Falls, Iowa, pursuant to the provisions of Section 380.8 of the Code of Iowa.

Section 3. Content. The 2024 Code of Ordinances is composed of all City ordinances presently in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

The 2024 Code of Ordinances shall include this adopting ordinance and the city clerk's certification of its adoption and passage.

If the 2024 Code of Ordinances includes an ordinance that has adopted by reference the provisions of any statewide or nationally recognized standard code pursuant to the provisions of Section 380.10 of the Code of Iowa, the city clerk shall also keep on file, with the official copy of the city code, a copy of such standard code.

Section 4. Format. The 2024 Code of Ordinances shall be compiled in loose-leaf format.

Section 5. Official Copy. The city clerk shall be responsible for the compilation, organization and maintenance of the official 2024 Code of Ordinances and shall keep the official copy on file in the office of the city clerk.

Section 6. Public Copies. Additional copies of the 2024 Code of Ordinances shall be kept in the office of the city clerk and shall be available for public inspection and purchase.

Section 7. Additional Ordinances. All ordinances, except as hereinafter provided, adopted after the effective date of this ordinance shall be in the form of an amendment to or an

addition to the 2024 Code of Ordinances. This section does not apply to grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.

Section 8. Effective Date. This ordinance shall be effective after its passage and publication, as required by law.

INTRODUCED: _____ March 18, 2024 _____

PASSED 1ST CONSIDERATION: _____ March 18, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

**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 Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: March 3, 2024

SUBJECT: Updates to City Code Section 23-300
Lawful Speed Limits Established
Center Street

The newly designed and constructed streetscape of Center Street between Clair Street and Lone Tree Road near North Cedar Elementary has been completed. The improvements made through the corridor have been newly placed curbs, biocells, and other streetscaping amenities. These improvements have provided additional traffic calming within the corridor. Additionally, the multi-way stop at Center Street and Lone Tree Road was installed last summer. Considering all these items, adjustments will shift to a 25mph zone from Lone Tree Road to Clair Street.

The Engineering Division is proposing changes to City Code Section 23-300, *Lawful Speed Limits Established*, to match what has been designed and constructed. Please see the attached redline changes for City Code Section 23-300, *Lawful Speed Limits Established*.

The Engineering Division recommends approval of setting the speed limits in the corridor on the attached redline through the Center Street corridor from Clair Street to Lone Tree Road.

If you have any questions or concerns, please feel free to ask.

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

Prepared By: Matthew Tolan, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 268-5161

ORDINANCE NO. 3053

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON CENTER STREET AS 25 MILES PER HOUR FROM A POINT 200 FEET SOUTH OF ITS INTERSECTION WITH CLAIR STREET NORTH TO A POINT 200 FEET NORTH OF ITS INTERSECTION WITH LONE TREE ROAD AND AS 35 MILES PER HOUR FROM 300 FEET NORTH OF FIRST STREET NORTH TO A POINT 200 FEET SOUTH OF ITS INTERSECTION WITH CLAIR STREET AND FROM A POINT 200 FEET NORTH OF ITS INTERSECTION WITH LONE TREE ROAD NORTH TO THE NORTH CITY LIMITS, IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY 1. REPEALING SUBSECTION 8(d), AND ENACTING A NEW SUBSECTION 8(d) IN LIEU THEREOF; AND REPEALING SUBSECTION 10(f) AND ENACTING A NEW SUBSECTION 10(f) IN LIEU THEREOF; AND 2. REPEALING SUBSECTION 12(g) THEREOF.

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

Section 1. Subsection 8(d) and Subsection 10(f) of Section 23-300, Lawful Speed Limits Established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety and new Subsections 8(d) and 10(f) are enacted in lieu thereof, as follows:

Sec. 23-300. - Lawful speed limits established.

Unless otherwise provided by this chapter or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

[unchanged provisions omitted]

(8) *Twenty-five miles per hour.* 25 miles per hour on any of the following streets as indicated:

[unchanged provisions omitted]

- d. Center Street, from a point 200 feet south of its intersection with Clair Street north to a point 200 feet north of its intersection with Lone Tree Road.

[unchanged provisions omitted]

(10) *35 miles per hour.* 35 miles per hour on the following streets as indicated:

[unchanged provisions omitted]

- f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with Clair Street, and from a point 200 feet north of its intersection with Lone Tree Road north to the north city limits.

[unchanged provisions omitted]

Section 2. Subsection 12(d) of Section 23-300, Lawful Speed Limits Established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety, and subsequent Subsections are renumbered accordingly, as follows:

(12) *45 miles per hour.* 45 miles per hour on the following streets as indicated:

[unchanged provisions omitted]

- g. Dunkerton Road, from its intersection with U. S. Highway 218 east to the east city limits.
- h. Fitkin Road, from its intersection with Ford Road to Center Street.
- i. Ford Road, from its intersection with Fitkin Road south to Lone Tree Road.
- j. Greenhill Road, from its intersection with Hudson Road to the east city limits.
- k. Hudson Road, from its intersection with the south line of University Avenue south to the south city limits.
- l. Iowa Highway 58, from its intersection with Ridgeway Avenue south to the south city limits.
- m. Lake Street, from U.S. Highway 218 east to the east city limits.
- n. Leverage Road (West half), from a point one-quarter mile north of Lincoln Street to the north city limits.
- o. Lincoln Street, from its intersection with Vermont Street easterly to the city limits.
- p. Lone Tree Road, from its intersection with Center Street to Leverage Road.
- q. Main Street (South), from Viking Road south to the city limits.
- r. Ridgeway Avenue, from Hudson Road west to the western city limits.
- s. Union Road, from the south city limits to West 1st Street.

- t. Viking Road, from the east line of Prairie Parkway east to its intersection with Cedar Heights Drive.
- u. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.

INTRODUCED: _____ March 18, 2024 _____

PASSED 1st CONSIDERATION: _____ March 18, 2024 _____

PASSED 2nd CONSIDERATION: _____

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Sec. 23-300. Lawful speed limits established.

Unless otherwise provided by this division or other city ordinances and appropriately posted, the speed limits established in this section shall be the lawful speed, and any speed in excess thereof shall be unlawful.

- (1) *Parks, cemeteries and alleys.* 15 miles per hour in any park, cemetery or public alley.
- (2) *Business districts.* 20 miles per hour in any business district.
- (3) *Industrial districts.* 25 miles per hour in any industrial district.
- (4) *Residence districts; school districts.* 25 miles per hour in any residence or school district.
- (5) *Suburban districts.* 45 miles per hour in any suburban district.
- (6) *Fifteen miles per hour.* 15 miles per hour on the following streets as indicated:
 - a. Clay Street, from West Third Street north to West Second Street.
 - b. Pheasant Drive, for a distance of 210 feet east of the centerline of the jog in Pheasant Drive and for a distance of 200 feet west of the centerline of the jog in Pheasant Drive.
- (7) *Twenty miles per hour.* 20 miles per hour on the following streets as indicated:

Waterloo Road, from its intersection with 14th Street northwesterly to the intersection of Bluff Street and East 13th Street.
- (8) *Twenty-five miles per hour.* 25 miles per hour on the following streets as indicated:
 - a. 27th Street (West), from its intersection with Hudson Road west a distance of 1,800 feet.
 - b. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive west to the west end of the street.
 - c. Center Street, from its intersection with First Street to a point 300 feet north of First Street.
 - d. Center Street, from a point 200 feet south of its intersection with ~~Green Avenue~~ Clair Street north to a point 200 feet north of its intersection with ~~Lantz Avenue~~ Lone Tree Road.
 - e. Chancellor Drive, from Viking Road south to Ridgeway Avenue.
 - f. Cottage Row Road, from Center Street south to a point 800 feet west of the south end of the Snag Creek Bridge.
 - g. Technology Parkway, from Hudson Road east to Chancellor Drive.
 - h. Wal-Mart Drive, from Brandilynn Boulevard south to Viking Road.
 - i. Westminster Drive, from Viking Road north and east to Nordic Drive.
- (9) *30 miles per hour.* 30 miles per hour on the following streets as indicated:
 - a. First Street (East) eastbound, from Main Street east to a point 850 feet east of Main Street.
 - b. First Street (East) westbound, from a point 520 feet east of Main Street west to Main Street.
 - c. First Street (West), from Main Street west to Highland Drive.
 - d. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive east to the east end of the street.
 - e. Main Street (South), from University Avenue south to Orchard Drive.
 - f. Prairie Parkway, from Brandilynn Boulevard south to Viking Road.
 - g. Winterberry Drive, from Brandilynn Boulevard south to Viking Road.

- (10) *35 miles per hour.* 35 miles per hour on any of the following streets as indicated:
- a. 12th Street (West), from a point 425 feet west of the Carriage Lane intersection with West 12th Street to a point 125 feet west of the intersection of Barnett Drive with West 12th Street.
 - b. 18th Street (East), from Main Street to Waterloo Road.
 - c. 27th Street (West), from a point 1,800 feet west of Hudson Road west to a point 4,000 feet west of Hudson Road.
 - d. Big Woods Road, from Lake Street north to the north city limits.
 - e. Cedar Heights Drive, from its intersection with University Avenue to a point 1,200 feet south of University Avenue.
 - f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with ~~Green Avenue~~ Clair Street, and from a point 200 feet north of its intersection with ~~Lantz Avenue~~ Lone Tree Road north to the north city limits.
 - g. Cottage Row Road, from 800 feet west of the south end of the Snag Creek Bridge west to the end of said road.
 - h. Dunkerton Road, from its intersection with Center Street east to its intersection with U. S. Highway 218.
 - i. Greenhill Road, from Hudson Road west and north to West 27th Street.
 - j. Hudson Road, from its intersection with the south line of University Avenue north to its intersection with First Street.
 - k. Independence Avenue, from Lincoln Street north to Big Woods Road.
 - l. Lake Street, from a point 600 feet east of Central Avenue east to U.S. Highway 218.
 - m. Lincoln Street, from its intersection with Jefferson Street east to its intersection with Vermont Street.
 - n. Lone Tree Road, from its intersection with Ford Road to Center Street.
 - o. Main Street, from 13th Street to University Avenue, inclusive.
 - p. Main Street (South), from Orchard Drive south to the end of the street.
 - q. Production Drive, from Viking Road west and south to Technology Parkway.
 - r. Rainbow Drive, from its intersection with Waterloo Road east to the city limits.
 - s. Technology Parkway, from Hudson Road west to the west end of the street.
 - t. University Avenue, from Hudson Road east to the east city limits.
 - u. Viking Road, from its intersection with the west line of Prairie Parkway west to the west city limits.
 - v. Waterloo Road, from its intersection with East 14th Street southeasterly to its intersection of University Avenue.
 - w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.
- (11) *40 miles per hour.* 40 miles per hour on the following streets as indicated:
Reserved.
- (12) *45 miles per hour.* 45 miles per hour on the following streets as indicated:

- a. First Street (East) eastbound, from a point 850 feet east of Main Street to a point 1,520 feet east of Main Street.
 - b. First Street (East) westbound, from a point 1,200 feet east of Main Street west to a point 520 feet east of Main Street.
 - c. First Street (West), from Highland Drive west to a point 340 feet west of Lake Ridge Drive.
 - d. 12th Street (West), from a point 125 feet west of the intersection of Barnett Drive with West 12th Street to the west city limits.
 - e. 27th Street (West), from a point 4,000 feet west of Hudson Road west to the west city limits.
 - f. Cedar Heights Drive, from a point 1,200 feet south of University Avenue south to the city limits.
 - ~~g. Center Street, from a point 300 feet north of First Street to Cottage Row Road.~~
 - h. Dunkerton Road, from its intersection with U. S. Highway 218 east to the east city limits.
 - i. Fitkin Road, from its intersection with Ford Road to Center Street.
 - j. Ford Road, from its intersection with Fitkin Road south to Lone Tree Road.
 - k. Greenhill Road, from its intersection with Hudson Road to the east city limits.
 - l. Hudson Road, from its intersection with the south line of University Avenue south to the south city limits.
 - m. Iowa Highway 58, from its intersection with Ridgeway Avenue south to the south city limits.
 - n. Lake Street, from U.S. Highway 218 east to the east city limits.
 - o. Leverage Road (West half), from a point one-quarter mile north of Lincoln Street to the north city limits.
 - p. Lincoln Street, from its intersection with Vermont Street easterly to the city limits.
 - q. Lone Tree Road, from its intersection with Center Street to Leverage Road.
 - r. Main Street (South), from Viking Road south to the city limits.
 - s. Ridgeway Avenue, from Hudson Road west to the western city limits.
 - t. Union Road, from the south city limits to West 1st Street.
 - u. Viking Road, from the east line of Prairie Parkway east to its intersection with Cedar Heights Drive.
 - v. Ridgeway Avenue, from Iowa Highway 58 east to the eastern city limits.
- (13) *50 miles per hour.* 50 miles per hour on the following streets and/or highways as indicated:
- a. First Street (West), from a point 340 feet west of Lake Ridge Drive west to Union Road.
 - b. Union Road, from West First Street north to the north city limits.
- (14) *55 miles per hour.* 55 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East) eastbound, from a point 1,520 feet east of Main Street east to a point 700 feet east of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.

- b. First Street (East) westbound, from a point 600 feet west of the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass west to a point 1,200 feet east of Main Street.
 - c. First Street (West), from Union Road west to the west city limits.
 - d. Iowa Highway 58, from a point 1,300 feet north of its intersection with Greenhill Road south to its intersection with Ridgeway Avenue.
 - e. University Avenue, from a point 3,100 feet west of its intersection with Hudson Road to the west city limits.
- (15) *60 miles per hour.* 60 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East), from its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east a distance of 700 feet.
 - b. Iowa Highway 58, from its intersection with First Street south to a point 1,300 feet north of its intersection with Greenhill Road.
 - c. U.S. Highway 218 southbound, from a point 2,000 feet north of its intersection with Lincoln Street south to its intersection with First Street.
 - d. U.S. Highway 218 northbound, from its intersection with First Street north to a point 410 feet north of its intersection with Lincoln Street.
- (16) *65 miles per hour.* 65 miles per hour on the following streets and/or highways as indicated:
- a. First Street (East) eastbound, from a point 700 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass east to the east city limits.
 - b. First Street (East) westbound, from the east city limits west to a point 600 feet east of its intersection with the midpoint between the Iowa Highway 58 northbound overpass and the Iowa Highway 58 southbound overpass.
 - c. U.S. Highway 218 southbound, from the north city limits south to a point 2,000 feet north of its intersection with Lincoln Street.
 - d. U.S. Highway 218 northbound, from a point 410 feet north of its intersection with Lincoln Street north to the north city limits.

(Code 2017, § 26-207; Ord. No. 1935, §§ 2, 3, 2-25-1991; Ord. No. 1981, §§ 1—5, 7-13-1992; Ord. No. 1982, § 1, 7-13-1992; Ord. No. 2002, §§ 1, 2, 1-11-1993; Ord. No. 2005, §§ 1, 2, 2-22-1993; Ord. No. 2116, §§ 2, 3, 9-11-1995; Ord. No. 2199, § 1, 8-11-1997; Ord. No. 2238, §§ 1, 2, 6-22-1998; Ord. No. 2244, § 2, 10-12-1998; Ord. No. 2314, §§ 1, 2, 11-13-2000; Ord. No. 2315, §§ 1—5, 11-13-2000; Ord. No. 2325, §§ 1—3, 2-12-2001; Ord. No. 2358, §§ 1—3, 11-26-2001; Ord. No. 2402, §§ 1, 2, 11-25-2002; Ord. No. 2403, §§ 1, 2, 11-25-2002; Ord. No. 2440, §§ 1, 2, 7-14-2003; Ord. No. 2451, §§ 1—3, 9-22-2003; Ord. No. 2543, §§ 1, 2, 8-22-2005; Ord. No. 2589, §§ 1—6, 7-10-2006; Ord. No. 2601, §§ 1, 2, 9-25-2006; Ord. No. 2704, §§ 1—3, 2-22-2010; Ord. No. 2732, § 1, 2-28-2011; Ord. No. 2767, §§ 1—4, 6-11-2012; Ord. No. 2772, §§ 1, 2, 7-23-2012; Ord. No. 2835, §§ 1, 2, 2-2-2015; Ord. No. 2898, §§ 1, 2, 3-20-2017; Ord. No. 2917, §§ 1, 2, 2-19-2018; Ord. No. 2927, 6-18-2018; Ord. No. 2957, §§ 1—3, 11-4-2019; Ord. No. 2991, 8-2-2021)

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

March 18, 2024

The meeting of the Committee of the Whole met at City Hall at 5:45 p.m. on March 18, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman and Kelly Dunn. Staff members from various City Departments, a representative from the Waterloo Courier, and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Discussion on the City's Current Conflict of Interest Disclosure Requirements. Bailey Schindel, Human Resources Manager, provided an overview of the current forms and process for City employees, Boards & Commissions members, and elected officials. Councilmember Hawbaker suggested the existing elected officials Conflict of Interest Form be reviewed and include a financial disclosure statement to provide additional transparency to constituents. A State of Iowa financial disclosure form was presented as an example. Councilmembers discussion included defining conflict of interest, the top three most typical conflict of interest concerns (employment, income earned from property, and participation in boards & commissions), and peer enforcement. It was determined campaign contributions did not need to be included because it is public information reported to the State. Councilmember Latta motioned to recommend to Council to direct staff to gather comparative information from other cities and develop a more robust version of the elected officials Conflict of Interest form. Councilmember Dunn seconded. The motion passed unanimously.

Mayor Laudick introduced the second item on the Committee of the Whole Agenda, staff bringing to Council a plan to utilize funding allocated in the CIP for FY25 for proposals for changes to zoning and parking for the College Hill character areas 1, 2, and 3 as designated by the College Vision Plan similar to the character districts established for the Downtown with priority given to areas 1, 2, and 3; however, the impact and future possible changes to areas 4 and beyond can/should be included in the recommendations. Stephanie Houk Sheetz, Director of Community Development, provided an overview of memo in the packet on College Hill suggestions for priority actions that included zoning initiatives, the process for zoning work (timeline), and other initiatives not related to zoning. Zoning initiatives included: focusing on updating zoning in Character Areas 1, 2, and 3; improving parking policies and regulations; evaluating the College Hill Overlay District; and stabilizing neighborhood areas. The process for zoning work timeline starts in May 2024 with the recommendation to hire a consultant to provide zoning strategies. With the inclusion of public engagement, the estimated time of completion of zoning changes/updates would be November/December 2026. Other initiatives that are ongoing as a part of the College Hill Vision Plan are: continued rental and code enforcement; expanding the rental-to-owner conversion program; improvement and widening sidewalks and addition of street trees in the business district; upgrading the streetscape; making biking easier; and investing in outdoor spaces, such as Pettersen Plaza which was completed in 2023, Houk Sheetz noted Seerley Park's anticipated completion in 2024-25; 23rd Street East of College Street as a flexible gathering space; and continuing to identify projects for the Dry Run Creek corridor. Councilmembers discussed the timeline, including public engagement opportunities and first steps. Kruse stated when Request for Proposals (RFPs) for a consulting firm are reviewed that the Council should look for expertise in all types of zoning to allow the most possibilities in zoning styles. Councilmember Dunn motioned to recommend to Council to have staff carry out recommendations as proposed in the presentation; seconded by Councilmember Crisman. Motion passed unanimously. Crisman also provided thanks to Houk Sheetz for work on moving this project forward. Mayor Laudick opened for public comment. Jim Brown, Cedar Falls with the Cedar Falls Economic Development Corp, shared that consistency, expediency, and immediately addressing parking are what the project needs; Brown asked the Council to trust the process, staff, and Planning & Zoning Commission as the project moves

forward. Chris Martin, Cedar Falls with College Hill Partnership, expressed thanks for the Council restarting this process.

A motion was made by Councilmember Ganfield to recommend to Council to refer Accessory Dwelling Unit (ADU) ordinance development and discussion to staff. Seconded by Councilmember Crisman. Motion passed unanimously.

The meeting adjourned at 6:36 p.m.

Minutes by Kristin Thomas, Administrative Supervisor

From: Donna Mallin

Sent: Sunday, March 24, 2024 9:50 AM

To: Sonja Bock <Sonja.Bock@cedarfalls.com>; TW Ingham <TW.Ingham@cedarfalls.com>; Kyle Wiebers <Kyle.Wiebers@cedarfalls.com>; Maddie Seymour <Maddie.Seymour@cedarfalls.com>; Jason Droste <Jason.Droste@cedarfalls.com>; Dave K <>

Cc: Chelsie Luhning <Chelsie.Luhning@cedarfalls.com>

Subject: [EXTERNAL] Copy of resignation letter sent to Mayor Laudick

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

Dear Mr. Mayor,

I hereby immediately resign from the Cedar Falls Human Rights Commission. I cannot continue to serve with commissioners who disrespect me, who allowed my reputation to be publicly besmirched, and who did not immediately and vigorously defend my character against vile and defamatory assertions that I am racist, ignorant, and pose a threat of physical harm.

Donna Mallin
March 24, 2024



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

MEMORANDUM
Human Resources Division

TO: Mayor Laudick and City Council
FROM: Chelsie Luhring, Human Rights Commission Staff Liaison
DATE: March 12, 2024
SUBJECT: Human Rights Commission Bylaws

The Human Rights Commission unanimously approved their updated Bylaws at their meeting on March 11, 2024. The Bylaws reflect the practices of the Cedar Falls Human Rights Commission as it relates to voting, attendance, committee composition, conflict of interest matters, and confidentiality.



Cedar Falls Human Rights Commission

220 Clay Street, Cedar Falls, Iowa 50613
Telephone: (319) 273-8600 Fax: (319) 268-5126

Approved 03/11/24

BYLAWS

ARTICLE I

MEMBERS

SECTION I. The Cedar Falls Human Rights Commission shall be composed of eleven (11) members, broadly representative of the community, appointed by the Mayor with the advice and consent of the City Council of Cedar Falls, Iowa.

SECTION II. Each member shall be appointed for a designated term of three (3) years. Appointments or re-appointments shall be made in such a way that only three (3) members are appointed or reappointed at one time.

SECTION III. Vacancies occurring upon resignation of a commissioner shall be filled by the above appointment process for that un-expired term.

ARTICLE II

OFFICERS

SECTION I. The officers of this Commission shall be a Chairperson and a Vice-Chairperson, each of whom shall be elected for a term of one (1) year unless otherwise provided.

SECTION II. The term for Chairperson and Vice-Chairperson shall begin on January 1 and end on December 31 of the calendar year.

SECTION III. Any vacancies occurring for Chairperson and/or Vice-Chairperson shall be filled by special election by the Commission.

ARTICLE III

DUTIES OF OFFICERS

SECTION I. The Chairperson shall preside at all meetings and shall have a vote on all matters before the Commission. They shall act as spokesperson for the Commission on subjects on which the Commission has taken a position/stand. The Chairperson shall appoint chairpersons and members to serve on committees. (See Article VII regarding Committees.)

SECTION II. The Vice-Chairperson shall assume the duties of Chairperson in the event of the Chairperson's absence or incapacity.

ARTICLE IV

STAFF

SECTION I. The City provides a staff liaison for support to the Commission; the Commission shall appoint and prescribe the duties for such staff liaison subject to the approval of the City Council. While attending to Commission duties, such staff liaison shall be under the supervision, policies and rules set by the Human Rights Commission.

SECTION II. The staff liaison shall be assigned all administrative support duties and responsibilities of the Commission. These duties and responsibilities shall be delegated to the staff liaison at the regular January meeting each year.

ARTICLE V

SCHEDULE AND QUORUM FOR MEETINGS

SECTION I. Regular meetings of the Commission shall be held on the 2nd Monday of each month.

SECTION II. Special meetings may be called by the Chairperson, Vice Chairperson or upon the request of three (3) members.

SECTION III. The presence of a simple majority of appointed Commission members, one of whom must be the Chairperson or Acting Chairperson, shall constitute a quorum.

SECTION IV. The 12th Edition of Robert's Rules of Order shall be the authority for parliamentary procedure governing the meetings of the Commission in all cases unless they conflict with the Cedar Falls Human Rights Ordinance and/or these Bylaws.

ARTICLE VI

ATTENDANCE AT MEETINGS AND VOTING

SECTION I. Regular attendance of all members is a requirement of an effective commission. Absence constitutes a breach in the performance of effective membership. Members are expected to communicate in advance of absences. If a member permanently moves from the City of Cedar Falls, or, without due explanation as determined by the Commission Chairperson, is absent from three consecutive regular meetings or five meetings within one year, except in the case of sickness or temporary absence from Cedar Falls, the member's office shall be rendered vacant. For the purposes of this section, the term "one year" is on a rolling basis and not a calendar year basis. Commissioners may attend remotely up to three meetings in one year.

SECTION II. All votes before the commission are taken by show of raised hands. Appointed members are expected to vote. Abstention is allowed only where there is a conflict of interest, which should be stated before the discussion. The votes of members shall be stated in the minutes of the meeting.

ARTICLE VII

COMMITTEES

SECTION I. Permanent or ad hoc committees may be established through the vote of the Commissioners. The Chairperson shall appoint chairpersons and members to serve on those committees. All ad hoc committees shall be for a specific purpose and duration.

SECTION II. The Executive Committee consists of the Chairperson, Vice Chairperson, and the most recent past chairperson, if available. If the most recent past chairperson is not available, then the third member of the Executive Committee shall be appointed by the Chairperson.

SECTION III. Except for December, all permanent committees shall meet at least monthly unless there are unavoidable circumstances. Permanent committee meetings need not be in person. A majority of the members of the permanent committee constitutes a quorum.

ARTICLE VIII

CONFLICT OF INTEREST

SECTION I. Whenever a Commissioner is unable to be objective with respect to any matter before the commission due to a conflict of interest, that Commissioner shall abstain from any involvement in the deliberation or vote on the matter.

ARTICLE IX

CONFIDENTIALITY

SECTION I. No Commissioner shall make a public statement on behalf of the Commission without the knowledge and approval of the members of the Commission.

SECTION II. All Commissioners shall sign a confidentiality statement upon appointment to the Commission.

ARTICLE X**AMENDMENT TO THE BYLAWS**

SECTION I. These Bylaws may be amended at any regular or special meeting of the Commission. Notice of the proposed amendments shall be enclosed with the notice of the meeting. If they are to be amended at a specially called meeting, notice of such intent to amend must have been given at the previous regular meeting. All proposed amendments shall be submitted in writing and shall require an affirmative vote of at least two-thirds (2/3) of those present to adopt the amendment.

ARTICLE XI**ORDINANCE**

SECTION I. These Bylaws or their amendments shall conform to the Cedar Falls Commission on Human Rights provisions of the Code of Ordinances of the City of Cedar Falls.


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 Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: March 25, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - renewal.
- b) Luxe Nail Bar, 5907 University Avenue, Class C retail alcohol - renewal.
- c) Mary Lou's Bar & Grill, 2719 Center Street, Class C retail alcohol & outdoor service - renewal.
- d) The Horny Toad American Bar & Grille, 204 Main Street, Class C retail alcohol - renewal.
- e) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - temporary additional outdoor service area.
- f) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol - temporary outdoor service/sidewalk café. (April 1 – November 15, 2024)
- g) Tony's La Pizzeria, 407 Main Street, Class C retail alcohol & outdoor service - temporary additional outdoor service/sidewalk café. (April 1 – November 15, 2024)
- h) River Place Plaza, 200 East 2nd Street - Plaza, Special Class C retail alcohol & outdoor service – 8-month permit.
- i) Spark, 5818 Nordic Drive, Class B retail alcohol - new.



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 Laudick and City Council Members
FROM: Julie Sorensen, Information Systems Manager
DATE: March 25, 2024
SUBJECT: Agreement with Cedar Falls Utilities for Transport Services

Cedar Falls Utilities and the City have updated their service agreement for fiber communications services to City Hall, connecting multiple city locations. This fiber connectivity agreement simply puts in writing the locations and discounted rate the City has been given for the past several years.

The agreement is attached here for your approval. City attorney, Kevin Rogers, has reviewed and approved the contract. It has also been reviewed by Susan Abernathy, Cedar Falls Utilities attorney. This will go before the Utility board for approval in their next meeting.

If you need further information please feel free to reach out to me at 319-268-5111.

Attachment: City of Cedar Falls VLAN Agreement 2024.FINAL

**CEDAR FALLS UTILITIES
COMMUNICATIONS
TRANSPORT SERVICES AGREEMENT**

This Communications Transport Services Agreement (“Agreement”) is made and entered into this _____ day of _____ 2024, by and between the MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, IOWA (hereinafter “CFU”), and the CITY OF CEDAR FALLS, IOWA, (hereinafter "the City"), 220 Clay Street, Cedar Falls, IA 50613.

WHEREAS, the City desires to obtain fiber communications services, and;

WHEREAS, CFU, a city utility established under Iowa Code Chapter 388, has fiber transport facilities and desires to provide communication services from such fiber capacity and facilities;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- 1.0 INCORPORATION OF RECITALS, SCHEDULES AND EXHIBITS. All recitals, schedules and exhibits identified in this Agreement and attached hereto, are hereby incorporated into the Agreement by this reference.

- 2.0 SERVICE LOCATIONS. The City is requesting fiber connectivity from City Hall to other City locations around Cedar Falls. Service locations currently connected are listed in Exhibit A. Service locations can be added via Service Orders during the term of this Agreement, as approved by the CFU General Manager and the City Administrator, if the Service Order construction costs equal to \$25,000 or below. The Service Order would need approval of expenditure of funds from City Council if above \$25,000. The Service Orders would include any construction costs required to be paid by the City in order to bring fiber to the new location.

- 3.0 RATES. The City shall receive a 50% discount for the VLAN Point to Point service rates used to connect the City locations. The VLAN Point to Point service rate shall be the current Board established rate, as of the date of this Agreement. The City agrees that the rates may be adjusted upon notice from CFU provided that CFU adjusts the rates to commercial subscribers in the City of Cedar Falls. Notwithstanding the forgoing, CFU shall not charge the city for fiber communication services provided to 528 Main Street and 722 W. Lone Tree Road for the purposes of Channel 15 productions.

- 4.0 OBLIGATIONS OF THE PARTIES.
 - 4.1 CFU shall be responsible for the operation and maintenance of the service. CFU will provide the City prior notice, not less than five (5) days, to any scheduled maintenance or outage.

- 4.2 In the event of the fiber path being changed due to repair, maintenance, removal, or abandonment of the current fiber cabling, the City will be notified in advance of such changes. If the City requests a change of the fiber drop into one of its buildings, the City shall be financially responsible for costs.
- 4.3 Service Level Agreement: CFU will use professional best efforts to resolve issues with the service 24x7x365. CFU will respond to any outage or degradation of service within four (4) hours and will provide regular updates to the City while the issue is being resolved.
- 4.4 Support Escalation Path: CFU's support escalation path is defined in Schedule B. This path is subject to change over time and CFU will provide updates to the City when changes occur.
- 4.5 Service Level Adjustments: The City may increase or decrease service level upon at least 14 days prior notice to CFU. The service rate as provided in Section 3.0 above shall be adjusted as of the date of upon which the service level is changed.
- 5.0 TERM. The initial term of this Agreement shall be month to month, beginning March 11, 2024.
- 6.0 PAYMENT. CFU shall bill the City at a rate defined in Section 3.0 for the services as defined in Section 2.0, and the City shall pay such invoice as per the terms and conditions defined therein. Payment is due within 60 days of receipt of invoice.
- 7.0 TERMINATION.
- 7.1 Default in Payment. Upon default by the City in making any of the payments required herein, this Agreement may, at the option of the CFU, be terminated; provided, however, before any such termination, CFU shall give the City written notice pursuant to Section 10.0 specifying the default and stating that this Agreement will be terminated and forfeited within fifteen (15) days after delivery of such notice, unless such default is remedied within said fifteen (15) days.
- 7.2 Contrary to Law. If at any time during the term of this Agreement, either CFU or the City determine that its continued performance under the terms of this Agreement is contrary to law, then the Agreement may be immediately terminated by written notice provided by the terminating party to the other party.
- 8.0 FORCE MAJEURE.
- 8.1 Notice. In the event either party fails wholly or in part to carry out its obligations under this Agreement, and such failure is occasioned by or is in consequence of a Force Majeure condition, then the obligations insofar as they are affected by such Force

Majeure condition will be suspended during the continuance of the Force Majeure condition.

- 8.2 Force Majeure Conditions. Force Majeure Conditions are those events or conditions not caused by, and beyond the reasonable control of, the affected party. Force Majeure conditions include, without limitation: acts of God, natural disaster, war, insurrection or other unlawful act against public order or authority; failure of satellite transmission facilities or upstream Internet access providers which affect CFU's ability to deliver broadband or headend services; explosion, fire, freezing or other accidents or acts of sabotage causing breakage of, or damage to, machinery, signal transmission lines, equipment or related signal delivery facilities; communicable diseases, disease outbreaks, epidemics or pandemics; and acts of government.
- 8.3 Payment Obligation. The parties agree that a change in price or market conditions does not constitute a Force Majeure Condition.

9.0 LIABILITY AND INDEMINIFICATION

- 9.1 Each party hereby agrees to indemnify the other party against, and to hold the other party harmless from, any liability, loss, damage and expense, including, without limitation, reasonable attorney fees and costs, which are asserted or instituted by the non-indemnifying party or by any other person or entity, arising from the indemnifying party's breach of this Agreement, or based upon the acts or omissions of the indemnifying party in connection with this Agreement, except to the extent of the non-indemnifying party's comparative fault, if any.
- 10.0 NOTICES. Any notice, or other communication required or permitted under this Agreement (collectively a "Notice") shall be (a) in writing and (b) addressed by the sender to the other party at the address or number and in the manner set forth below. Any change in the information set forth below shall be made in writing and delivered according to this section.

(a) If to the Municipal
Communications Utility
of the City of Cedar Falls

Contract Administration
Cedar Falls Utilities
P.O. Box 769
Cedar Falls, Iowa 50613
Email: cfucontracts@cfunet.net
Fax: 319-266-8158

(b) If to the City

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613
Email: Julie.Sorensen@cedarfalls.com
Phone: 319-268-5111

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier

service, or by fax (on the condition that a copy of the notice is mailed as set forth below on the same day and the sending party has confirmation of transmission receipt of the notice), or (ii) on the third day after the notice is postmarked for mailing by first class, postage prepaid, certified, or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

- 11.0 OPERATING PROCEDURES. The parties agree that, if necessary, they will endeavor to develop written operating procedures, which will cover the protocol under which the parties will perform their respective obligations under this Agreement. The parties agree that upon the termination of this Agreement they shall cooperate and take all reasonable steps to discontinue the service in good faith. CFU shall retain ownership of the equipment and fiber optic cable it installed.
- 12.0 CFU'S REPRESENTATIONS. CFU represents and warrants as follows:
- 12.1 CFU is a municipal communications utility duly organized, validly existing and in good standing under the laws of the State of Iowa.
- 12.2 CFU has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
- 12.3 This Agreement is a legal, valid and binding obligation of CFU enforceable in accordance with its terms.
- 13.0 THE CITY'S REPRESENTATIONS. The City represents and warrants as follows:
- 13.1 The City of Cedar Falls is municipal entity in the state of Iowa.
- 13.2 The City has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby.
- 13.3 This Agreement is a legal, valid and binding obligation of the City enforceable in accordance with its terms.
- 14.0 MISCELLANEOUS
- 14.1 Assignment. No party hereto shall assign this Agreement or delegate any of its duties, obligations, responsibilities or rights without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 14.2 Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the signatory parties hereto and their respective

successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

- 14.3 Law/Exclusive Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa, and the exclusive venue for all actions arising out of this Agreement (including any action for declaratory relief) shall be in Black Hawk County, Iowa. The parties agree to mediation as a means of dispute resolution, with the parties dividing the cost of mediation expenses equally.
- 14.4 Limitation of Remedies.
- 14.4.1 With respect to any claims for damages due to loss of service, the exclusive remedy of the City shall be the recovery of monthly fees paid to CFU during which the services were not provided. The City shall not have any other remedy at law or in equity, except to the extent otherwise provided pursuant to mutual indemnification obligations as outlined in Section 9.1.
- 14.4.2 Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. All claims for such damages are hereby specifically waived.
- 14.5 CFU Service Policies and Limitations. All CFU service policies are incorporated herein as published and amended from time-to-time hereafter. In the event of any conflict between the terms of this Agreement and the CFU service policies, the terms of this Agreement shall be accorded priority and shall be controlling. The parties agree that the CFU service policies do not provide remedies to the City in addition to the exclusive remedy set forth in this Agreement. Except as expressly stated herein, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, statements, promises and understandings. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.
- 14.6 Modification. This Agreement shall not be amended, changed, modified, waived except in writing signed by the party or parties against which enforcement of the change, waiver, modification or amendment is sought.
- 14.7 Savings Clause. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and the Agreement shall be constructed in all respects as if such invalid or unenforceable provisions were omitted.

14.8 Counterparts/Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. An electronic copy of this Agreement and any signature thereon shall be considered for all purposes as an original.

14.9 Time. For all purposes of this Agreement time is of the essence.

14.10 Confidentiality. The terms of this Agreement, including but not limited to the price paid for services purchased or sold hereunder shall be kept confidential by the parties hereto, except to the extent that any information must be disclosed to:

- a. Third parties for the purpose of obtaining and maintaining agreements for the transportation of broadband services.
- b. Regulatory agencies;
- c. The parties' lenders, auditors and attorneys;
- d. Any person or group as required pursuant to Iowa law; and

Provided that where such disclosure is not required by law, the parties receiving such information shall agree that all such information shall be kept confidential and not further disclosed. Notwithstanding anything contained herein this Section shall survive the termination of the Agreement. In event, either party is required by law to disclose the terms of this Agreement to a third party, prior to such disclosure the disclosing party shall immediately notify the other party pursuant to Section 9.0 of the requested disclosure, including but not limited to the terms to be disclosed, the date of disclosure and to whom the disclosure will be made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

**MUNICIPAL COMMUNICATIONS
UTILITY OF THE CITY OF
CEDAR FALLS, IOWA**

CITY OF CEDAR FALLS, IOWA

Signature

Mayor

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: SERVICE LOCATIONS

The following City locations may be connected under this Agreement.

- City Hall 220 Clay Street
- Public Works 2200 Technology Parkway
- Library 524 Main Street
- Public Safety 4600 S Main Street
- Recreation Center 110 E. 13th Street
- Tourism 6510 Hudson Road
- Hearst Center 304 W. Seerley Blvd
- Water Reclamation 510 E. 4th Street
- The Falls 3025 S. Main Street
- Firestation #1 1718 S. Main Street
- Firestation #2 722 W. Lone Tree Road
- Community Center 524 Main Street
- Parks and Recreation 606 Union
- Pheasant Ridge Golf 3205 W. 12th Street
- Beach House 218 Center Street
- Place to Play Park Algonquin
- Transfer Station 1600 Bluff Street

Additional Service Locations may be added to this Agreement with mutual consent by the CFU General Manager and City Administrator as described in Section 2.0.

EXHIBIT B: SUPPORT ESCALATION PATH

Escalation Path



Step 1 - Open a ticket at nocc@cfu.net

Step 2 – If **Emergency Situation**, after opening a ticket, then also contact CFU following the below tiers.

Tier	Name	Email	Direct Phone
1	Helpdesk-7:30am-4:30pm M-F Call Tier 2 outside of above Hours	nocc@cfu.net	319.268.5221 option 2 for Business
2	Network Engineer On Call Network Engineer	nocc@cfu.net	319.260.4999
3	Paul Krukow Network Engineering Manager	Paul.Krukow@cfunet.net	319.493.1097
4	Charles Dostale Communications Operations Director/CTO	Charles.Dostale@cfunet.net	319.296.8858



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM
Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thomas Weintraut, Planner III
DATE: April 1, 2024
SUBJECT: Approval of Asbestos Testing Letter of Agreement for the property located at 523 W 1st Street

On November 6, 2023, City Council approved Resolution 23,398 authorizing the purchase of property from Mikayla Hageman located at 523 W 1st Street. On January 3, 2024, Council passed Resolution No. 23,447 approving and accepting the warranty deed for the property with the intention of demolishing the structure and creating open space.

The first step toward demolition will be to have asbestos testing done on the structure.

Quotes were requested from 12 contractors for the asbestos testing and clearance monitoring services, the rechecking of properties to insure all asbestos containing materials are removed. Only one quote from Hawkeye Environmental was received that met all requirements. Below is a summary of the quote.

1218 Cottage Row Road

Company	Bid for Testing	Bid for Re-Inspection	Total Bid Amount
Hawkeye Environmental	\$750	\$200	\$950

The Community Development Department recommends approval of the Letter of Agreement for asbestos testing and clearance monitoring services with Hawkeye Environmental, for work at the above listed property. The testing will be completed within 5 days of issuance of the Notice to Proceed and the complete report can be provided to the owner within 10 days of notice to proceed.

If you have any questions, please feel free to contact the Community Development Department.

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

Request for Bids

The City of Cedar Falls recently acquired the property located at 523 W 1st Street. The City plans to demolish the property but would like to first determine if there is a presence of asbestos in the structure.

The City of Cedar Falls would like to invite your firm to submit a quote for the testing of asbestos at the above address.

Also, please include in your quote asbestos clearing monitoring services, as we will need to verify that the asbestos has been removed from the property after any abatement has been completed.

The firm will be selected on the basis of the proposed fee and completion date. The recommended contract will be forwarded for Council approval on or about March 18, 2024, and a Notice to Proceed will be issued shortly thereafter.

If you wish to submit a quote for this project, please submit it to Thomas Weintraut via e-mail @ Thomas.Weintraut@cedarfalls.com by 4:00 p.m. on Friday, March 8, 2024.

We look forward to receiving your proposal. Please contact me if you have any questions regarding the project.

Attachment: Insurance requirements

Regards,

Thomas A. Weintraut, Jr., AICP



Thomas Weintraut, AICP
 City of Cedar Falls
 Planner III - Planning and Community Services
 220 Clay Street
 Cedar Falls, Iowa 50613
Thomas.Weintraut@cedarfalls.com

Hawkeye Environmental LLC proposes to furnish the following:

Inspection 523 W 1st Street, Cedar Falls, IA (Single-family Property) for the presence of asbestos containing building materials prior to demolition.

- Inspection will be conducted in accordance with NESHAP's (National Emission Standards for Hazardous Air Pollutants) protocols. Inspection will be conducted by personnel with current Iowa Asbestos Inspector licensing.
- All work completed will be covered by not less than \$ 1,000,000 each of commercial general liability, pollution liability and professional liability insurance with a corporation(s) licensed to do business in the State of Iowa.
- All samples will be analyzed by PLM (polarized light microscopy) using EPA 600/R-93/116 methods at testing laboratories with current Lab Accreditation Program certificates.
- Suspect materials will be sampled for asbestos content in sufficient quantities to meet all state and federal reporting regulations. Report detailing locations and amounts of asbestos containing building materials and documentation necessary for submission of Notification to Iowa Department of Natural Resources prior to abatement or demolition.
- Inspection can be scheduled and completed within 5 business days of notice to proceed. Completed report can be provided to the Owner within 10 days from the notice to proceed.

Asbestos Survey, Sampling, Analysis & Reporting	\$	750.00
Confirmation of Abatement / Clearance Report (If required) \$ 200.00	\$	0.00
Total	\$	750.00

Respectfully Submitted,

Steve Henneberry

814 WOOD LILY ROAD, SOLON, IOWA 52333
 319-333-7420 ~ 319-693-5460
 STEVE@HAWKEYEENV.COM

Exhibit C

Item 12.



HAWKENV-01

RKNAPP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2024

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 Relion Insurance Solutions 24 Westside Iowa City, IA 52246	CONTACT NAME:
	PHONE (A/C, No, Ext): (319) 887-3700 FAX (A/C, No): (319) 887-3701 E-MAIL ADDRESS: info@relion-ins.com
INSURED Hawkeye Environmental LLC 814 Wood Lily Rd Solon, IA 52333	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Admiral Insurance Company 24856
	INSURER B : Travelers Insurance Company 25674
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	FEI-ECC-14219-10	5/4/2023	5/4/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COM/POP AGG \$ 3,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			FEI-EXS-28531-02	5/4/2023	5/4/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A						
	If yes, describe under DESCRIPTION OF OPERATIONS below						
A	Prof/Poll			FEI-ECC-14219-10	5/4/2023	5/4/2024	Occurrence \$ 1,000,000
A	Prof/Poll			FEI-ECC-14219-10	5/4/2023	5/4/2024	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 If required by written contract, a Waiver of Subrogation applies on the General Liability, in favor of the below listed Certificate Holder.

CERTIFICATE HOLDER City of Cedar Falls 220 Clay Street Cedar Falls, Iowa 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
----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2024

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 GreenState Insurance Services LLC 2355 Landon Rd P.O. Box 739 North Liberty IA 52317-0739	CONTACT NAME: Carol Glass CIC, CISR PHONE (A/C, No, Ext): (877) 527-3493 FAX (A/C, No): (319) 665-2207 E-MAIL ADDRESS: carolglass@greenstate.org														
INSURED Hawkeye Environmental Llc 814 Wood Lily Rd SOLON IA 52333-9431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Auto-Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Auto-Owners Insurance Co	18988	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			5341798000	06/25/2023	06/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ ADI \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2018 Chevrolet Silverado K1500
 VIN: 3GCUKSER8JG410086
 2020 Chevrolet Silverado Ex Cab K15
 VIN: 1GCRYDED4LZ361153

CERTIFICATE HOLDER City of Cedar Falls 220 Clay St 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 <div style="text-align: right;"><i>Carol D. Glass</i></div>
-----------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

58504 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM
Administration Division

TO: Mayor Laudick & City Council
FROM: Stephanie Houk Sheetz, Director of Community Development
DATE: March 25, 2024
SUBJECT: Environmental Covenant - River Place Properties, LC

In July 2012, the City of Cedar Falls and River Place Properties, LC entered into an Agreement for Private Development pertaining to a mixed use development along State Street (200-300 blocks), E 2nd St., and the property formerly known as the Broom Factory site. The agreement was similar to many of the City's Development Agreements, being performance based. Since that time there have been several amendments.

The original agreement acknowledged a portion of the development property has been impacted by environmental contamination caused by other parties than either the City or developer, likely by a prior landowner. The agreement referred to this area as the "LRP Property" and it was acknowledged the property was enrolled in the Iowa Land Recycling Program (LRP). The agreement states both parties (City and developer) will undertake such activities on the LRP Property as may be required and necessary to obtain a No Further Action Letter for the LRP Property pursuant to the LRP. The applicable section of the Development Agreement is attached for reference.

The developer's attorney has indicated they have been working with the Iowa Department of Natural Resources (IDNR) for seven months to secure a No Further Action Letter and are in the final stages. They also explained that before such a letter can be issued, the IDNR requires an Environmental Covenant to be recorded on the property and submitted as an attachment to the final report they will provide to the IDNR. The IDNR provides a template form, requiring any changes to be fully reviewed. The form includes a City signature due to our interest in the property with the recorded Development Agreement.

City staff has reviewed the Environmental Covenant. By signing this Environmental Covenant, the City does not assume any obligations since we will not own the property. After reviewing both the Environmental Covenant and the Development Agreement, no contradictions are apparent. The only questionable provision in the Environmental

Covenant is Section 20 where it states the City agrees to subordinate its interests, but at the same time the paragraph states “No subordinated interests.” Staff requested the developer work with the IDNR to remove the ambiguity of these statements. However, the developer is reluctant to do so given the length of time it took to arrive at this point in the process, noting again it is an IDNR template agreement utilized in many situations.

It is the owner’s responsibility to comply with all the requirements of the Environmental Covenant, not the City’s. Of note, the owner must complete annual inspections and document those (paragraphs 8b and 12). No description of what an inspection involves is provided nor a requirement to submit records to the IDNR. The owner’s attorney has indicated they will be consulting with the project environmental consultant to determine the appropriate inspections and it will become a part of any transfer of ownership package. It is unlikely that the Environmental Covenant will ever terminate given the constituents of concern at this site are heavy metals which do not naturally attenuate.

The City Attorney has reviewed the document. The Community Development Department recommends that signing of the Environmental Covenant be approved, thus allowing the developer to finish the steps needed to comply with the July 2012 Agreement for Private Development by and between the City of Cedar Falls and River Place Properties LC. Please contact me with any questions.

Attachments: LRP Environmental Covenant
July 16, 2012 Executed Agreement, 4.10 Environmental Issues Section
July 16, 2012 Executed Agreement, Exhibit A-2 (LRP Property)

IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT

This environmental covenant is established pursuant to Iowa Code (IC) 455I entitled Uniform Environmental Covenants Act.

River Place Properties, LC, hereafter "grantor(s)" and the Iowa Department of Natural Resources (Department) in its capacity as an agency of the State of Iowa, enter into this environmental covenant for the purpose of subjecting the property described below to certain activity and use limitations in accordance with the terms and conditions as specified herein pursuant to the authority granted the Department in IC §§ 455B.103(7) and 455H.206 and Department rules in chapter 567 Iowa Administrative Code (IAC) 137.

1. **Affected Property.** The grantor(s) identified below is(are) the fee title owner(s) of the property located at 204 State Street, Cedar Falls, IA 50613. The property is legally described as:

LOT 3 RIVER PLACE 3RD ADDITION, IN THE CITY OF CEDAR FALLS, BLACK HAWK
COUNTY, IOWA.

Hereinafter, the affected property will be referred to as "the property."

2. **Land Recycling Program Risk Management.** The property subject to this covenant is enrolled in the Department's Land Recycling Program (LRP) established in IC chapter 455H and administered under Department rules in chapter 567 IAC 137.

Under the LRP, the environmental response project as defined in IC § 455I.2(5) has consisted of a soil and groundwater investigation and risk assessment of an affected area which includes this property. This response action has been undertaken by Terracon Consultants, Inc. Soil and/or groundwater contamination has been identified on the property. The Department has approved a response action plan which includes the use of this environmental covenant as one method for managing the risk of future exposure to this contamination.

3. **Institutional Controls.** IC § 455H.206 and Department rules in chapter 567 IAC 137 authorize the use of an environmental covenant as an institutional control. The purpose of this environmental covenant is to manage the risk of future exposure to existing contaminant conditions by limiting specified land use activities at this property, establishing affirmative obligations and enforcing the terms of this covenant.

4. **Reopening.** The signatories to this covenant acknowledge that failure of the activity and use limitations enumerated in section eight (8) to serve their intended purpose of preventing the risk of exposure to contaminant conditions could result in the Department reopening review and regulation of the property as provided under the terms of this environmental covenant, IC chapters 455H and 455I, and applicable Department administrative rules.

5. **Identity of Grantor(s) and Holder(s):**

GRANTOR(S): River Place Properties, LC

HOLDER(S):

- First National Bank, pursuant to:
 - Open-End Mortgage, filed of record in the Office of the Black Hawk County Recorder on March 11, 2014, as Document No. 2014-00016346;
 - Open-End Mortgage, filed of record in the Office of the Black Hawk County Recorder on March 13, 2015, as Document No. 2015-00014337;
 - Open-End Mortgage, filed of record in the Office of the Black Hawk County Recorder on September 18, 2015, as Document No. 2015-0005387; and
 - Mortgage, filed of record in the Office of the Black Hawk County Recorder on April 20, 2021, as Document No. 2021-00021939.
- City of Cedar Falls, Iowa, pursuant to:
 - Memorandum of Agreement for Private Development, filed of record in the Office of the Black Hawk County Recorder on July 23, 2012, as Document No. 2013-00001532;
 - Minimum Assessment Agreement, filed of record in the Office of the Black Hawk County Recorder on July 23, 2012, as Document No. 2013-00001533;
 - Stormwater Management Maintenance and Repair Agreement – River Place 3rd Addition in the City of Cedar Falls, Black Hawk County, Iowa, filed of record in the Office of the Black Hawk County Recorder on April 11, 2016, as Document No. 2016-00017112;
 - Temporary Easement, filed of record in the Office of the Black Hawk County Recorder on November 5, 2012, as Document No. 2013-00009294;
 - Permanent Access Easement, filed of record in the Office of the Black Hawk County Recorder on June 5, 2018, as Document No. 2018-00019968;
 - Temporary Easement, filed of record in the Office of the Black Hawk County Recorder on April 16, 2019, as Document No. 2019-00015337; and
 - Permanent Public Access Easement, filed of record in the Office of the Black Hawk County Recorder on April 13, 2022, as Document No. 2022-00019994.

AGENCY: Iowa Department of Natural Resources

6. **Representations and Warranties.** The grantor(s) warrant to the other signatories to this covenant the following:

- a. that the grantor[s] is [are] the sole fee title owner[s] of the property;
- b. that the grantor[s] hold[s] hold sufficient fee title to the property to grant the rights and interests described in this covenant free of any conflicting legal and equitable claims;
- c. that the grantor[s] has [have] identified all other persons holding legal or equitable interests, including but not limited to contract buyers, mortgage holders, other consensual lienholders, and lessees and secured their consent either by signatures on this covenant.

7. **Running with the Land.** This environmental covenant is perpetual and runs with the land as provided in IC § 455I.9 until modified or terminated. The terms of this environmental covenant are binding on the grantors and all successors in interest, assigns and all transferees acquiring or owning any right, title, lien or interest in the property and their heirs, successors, assigns, grantees, executors, administrators and devisees. The term "transferee," as used in this environmental covenant, shall mean any future owner of any interest in the property or any portion thereof, including, but not limited to, owners of an interest in fee simple, contract buyers, mortgagees, easement holders and/or lessees.

8. **Activity and Use Limitations and Terms.** The property is subject to the following use limitations and terms:

To prevent exposure from the chemicals of concern from impacted soil and groundwater at the site, the recommended response action for all the remaining exposure risks was an environmental covenant requiring:

- a) **Non-Residential Use:** The property use shall be restricted to use as a nonresidential land-use area and the property shall not be used as a residential land-use area, as such terms are defined under Department rules in chapter 567 IAC 137. For ease of reference, “nonresidential land-use area” means any area that is not a residential land-use area and “residential land-use area” means an area zoned for residential use or an area where residential use currently exists, is planned, or is not otherwise precluded and includes other areas where frequent, long-term, close contact with soils is likely to occur (e.g., playgrounds, sport fields, gardens, childcare facilities).
- b) **Cap Maintenance:** To prevent exposure of the chemicals of concern at the Property, a remedial cap over the previously identified Land Recycling Program area has been constructed to serve as Technological Control. The remedial cap incorporated a combination of compacted subgrade, modified subbase, typical brick paver section, concrete curb with synthetic turf and brick of concrete curb with concrete and brick. The remedial capped area identified in the Consultant Summary of Purpose dated August 16, 2023, shall be maintained along with annual inspections performed and documented by the site owner. Should repairs become necessary, limitation as outlined in Section 8 (d) of the Environmental Covenant would apply.

- c) **Groundwater:** No drinking water or non-drinking water wells, as defined in Iowa Department of Natural Resources Rule 567 and Iowa Administrative Code 135.2 (as amended), shall be installed within the boundaries of the property. For reference, drinking water and non-drinking water wells shall have the following meanings:
- i. “Drinking water well” means any groundwater well (1) used as a source for drinking water by humans or (2) used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods.
 - ii. “Non-drinking water well” means any groundwater well (except an extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with Department rules in 567, Chapters 39 and 49.
- d) **Subsurface Excavation:** Limitations on subsurface excavation within an identified portion of the property are required due to the presence of a constituent above regulatory threshold concentrations. Because the concentration represents a potential exposure route for public health risk, no excavation greater than two feet deep from the surface grade will be allowed in the restricted area without notification and approval of the Department and implementation of appropriate controls to assess, excavate, and dispose of contaminated soil and or saturated sediments.

9. **Notice of Non-Compliance.** Any property owner or subsequent transferee of an interest in the property shall notify the Department as soon as possible of conditions which would constitute a breach of the activity and use limitations in paragraph eight (8) if they have actual knowledge of these conditions or would reasonably be deemed to have knowledge within the normal course of administration of their property interest.

10. **Notice to Lessees.** Grantor(s), any holder(s) with a property interest sufficient to grant a lease of the property, and any subsequent transferee shall incorporate the activity and use limitations of this covenant either in full or by reference to this instrument in any lease, license, or other instrument granting a right to possession of the property.

11. **Access to Property.** Reasonable access to the property is granted the Department or any authorized representative of the Department, public or private, for the purpose of implementation, monitoring and enforcement of the terms of this environmental covenant. The Department, its authorized representatives, or other persons entitled to access shall provide the current owner of the property with reasonable notice, an explanation of the reasons for entry and the scope of onsite activities prior to access. Right of access includes, but is not limited to, the following activities:

- a. repair and maintenance of remedial action equipment, soil caps, groundwater monitoring wells and associated aboveground or subsurface structures
- b. fencing and other technological controls
- c. groundwater sampling and monitoring
- d. additional drilling
- e. construction of soil boring and/or groundwater monitoring wells
- f. other activities authorized or otherwise directed by the Department.

12. Groundwater Hazard Statement Notice. IC § 558.69 requires submission of a groundwater hazard statement and disclosure if “hazardous waste” exists on the property as defined in IC § 455B.411(3) or if the Department determines that solid waste exists on the property that is potentially hazardous. If hazardous waste is present, the groundwater hazard statement must state that the condition is being managed in accordance with Department rules. The signatories and all subsequent transferees required to submit a groundwater hazard statement under IC § 558.69 shall make reference to this environmental covenant in substantially the following form:

THE INTEREST CONVEYED IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED [date month, day, year] RECORDED IN THE DEED OR OFFICIAL RECORDS OF THE BLACK HAWK COUNTY RECORDER ON [date month, day, year] IN [document, book and page, or parcel number].

THE ENVIRONMENTAL COVENANT CONTAINS THE FOLLOWING ACTIVITY AND USE LIMITATIONS:

Non-Residential Use: The property use shall be restricted to use as a nonresidential land-use area and the property shall not be used as a residential land-use area, as such terms are defined under Department rules in chapter 567 IAC 137. For ease of reference, “nonresidential land-use area” means any area that is not a residential land-use area and “residential land-use area” means an area zoned for residential use or an area where residential use currently exists, is planned, or is not otherwise precluded and includes other areas where frequent, long-term, close contact with soils is likely to occur (e.g., playgrounds, sport fields, gardens, childcare facilities).

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- i. *“Drinking water well” means any groundwater well (1) used as a source for drinking water by humans or (2) used primarily for the final production of food or medicine for human consumption in facilities routinely characterized with the Standard Industrial Codes (SIC) group 283 for drugs and 20 for foods.*
- ii. *“Non-drinking water well” means any groundwater well (except an extraction well used as part of a remediation system) not defined as a drinking water well including a groundwater well which is not properly plugged in accordance with Department rules in 567, Chapters 39 and 49.*

Subsurface Excavation: Limitations on subsurface excavation within an identified portion of the property are required due to the presence of a constituent above regulatory threshold concentrations. Because the concentration represents a potential exposure route for public health risk, no excavation greater than two feet deep from the surface grade will be allowed in the restricted area without notification and approval of the Department and implementation of appropriate controls to assess, excavate, and dispose of contaminated soil and or saturated sediments.

13. **Modification and Termination.** Modification or termination of the terms of this covenant shall comply with the standards in IC chapter 455H.206 and applicable Department administrative rules. The terms of this environmental covenant may be modified or terminated by written consent of the Director of the Department, the then current fee simple title owner and all original signatories (unless exempted under the provisions of IC § 455I.10(1)“c” in accordance with and subject to the provisions of IC § 455I.10). The termination or modification is not effective until the document evidencing consent of all necessary persons is properly recorded. If not by consent, any modification or termination of this environmental covenant shall be in accordance with IC § 455I.9 and such additional terms as specified in this covenant.

14. **Enforcement.** The terms of this environmental covenant may be enforced in a civil action for injunctive or other equitable relief by the signatories and those persons authorized by and in accordance with IC § 455I.11.

15. **Severability.** If any provision of this environmental covenant is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. **Governing Law.** This environmental covenant shall be governed by and interpreted in accordance with the laws of the State of Iowa.

17. **Recordation.** Within thirty (30) days after Department approval of this environmental covenant, the grantor shall record the environmental covenant in the same manner as a deed to the property with the Black Hawk County Recorder’s Office.

18. **Effective Date.** The effective date of this environmental covenant shall be the date upon which the fully executed environmental covenant has been properly recorded with the Black Hawk County Recorder's Office.

19. **Notice.** Unless otherwise notified in writing by the Department, any document or communication required by this environmental covenant shall be submitted to:

Iowa Department of Natural Resources
Land Recycling Program
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50319

20. **Subordination and Consent.** By signing this environmental covenant, the signatories knowingly and intelligently acknowledge their consent to the terms of this agreement and agree to subordinate their interest in the property. The following persons have expressly consented and subordinated interests: No subordinated interests.

21. **Notice of Change in Ownership.** Grantor and holder with sufficient property interest to convey a possessory interest in the property and any subsequent transferee with sufficient interest shall reference and incorporate the terms of this agreement into any subsequent instrument which conveys a possessory interest in the property.

[Signature Pages Follow]

ACKNOWLEDGMENTS

GRANTORS

River Place Properties, LC

By: _____
Print Name: _____
Its: _____

STATE OF _____) SS:
COUNTY OF _____)

This record was acknowledged before me on _____, 2024, by _____
_____ as _____ of River Place Properties, LC.

NOTARY PUBLIC IN AND FOR SAID STATE

HOLDERS:
First National Bank

By: _____

Print Name: _____

Its: _____

STATE OF _____) SS:

COUNTY OF _____)

This record was acknowledged before me on _____, 2024, by _____
_____ as _____ of First National Bank.

NOTARY PUBLIC IN AND FOR SAID STATE

City of Cedar Falls, Iowa

By: _____

Print Name: _____

Its: _____

STATE OF _____) SS:

COUNTY OF _____)

This record was acknowledged before me on _____, 2024, by _____
_____ as _____ of the City of Cedar Falls, Iowa.

NOTARY PUBLIC IN AND FOR SAID STATE

AGENCY:

_____ Signed this ____ day of _____, 20__.

Kayla Lyon, Director
Iowa Department of Natural Resources

State of _____)
County of _____) ss.

On this ____ day of _____, 20__, before me personally appeared _____, known to me to be the Director of the Iowa Department of Natural Resources or the lawful designee of the Director who executed the foregoing instrument, and acknowledge that this person executed the same as his/her/their voluntary act and deed.

_____,
Notary Public for State of Iowa

July 16, 2012 Executed Agreement, 4.10 Environmental Issues Section

- (B) Developer has obtained approval of Construction Plans from the City (including platting of the respective parcel) and has been issued a building permit for the construction of all of the State Street Property Phases; and
- (C) Developer has entered into a binding construction contract for buildings comprising each State Street Property Phase, or has completed construction of buildings for each Phase.

(c) With respect to each Phase of the Project, upon Developer meeting all of the Release Conditions for the Platted Parcel corresponding to the particular Phase, the City's Reversionary Right shall terminate and be of no further force and effect. Upon demonstration of Developer meeting the Release Conditions for the Platted Parcel, the City shall execute a recordable termination of the Reversionary Right for that Platted Parcel and, upon request, will deposit the termination document into escrow, with the title or escrow agent administering closing on the financing for the Platted Parcel, with instruction to the title or escrow agent to record it simultaneously with closing on the financing (and which may be recorded prior to recording any mortgage or other security instrument required by the lender or other person or entity providing financing).

(d) To exercise its Reversionary Rights described herein, the City must provide written notice to Developer (or its permitted successors, assigns or transferees) within one hundred eighty (180) days of the Mill Race Property Deadline or the State Street Deadline I or II, as applicable ("Exercise Period"), and record such notice with the county Recorder of Deeds, in which case the title to the City Property described therein shall automatically revert to the City as of the date of the recording of the notice. Developer shall take all reasonable steps to ensure the City acquires marketable title to the property with its exercise of the Reversionary Right, including without limitation, the execution of appropriate deeds and other documents. Should the City not exercise its Reversionary Right as described herein, the right will automatically expire upon expiration of the applicable Exercise Period. The City nonetheless reserves any other rights of enforcement of this Development Agreement as may be provided herein or at law or equity.

(e) Notwithstanding anything to the contrary herein, the City's Reversionary Right with respect to the applicable portion of the City Property shall terminate and be of no further force and effect if and when Developer (or its permitted successors, assigns or transferees) has constructed improvements on (i) the Platted Parcels corresponding to the Mill Race Parcel, with a cumulative assessed valuation of at least five million dollars (\$5,000,000) AND (ii) the Platted Parcels corresponding to the State Street Property with a cumulative assessed valuation of at least seven million dollars (\$7,000,000).

(f) The City agrees to execute any documents reasonably requested by Developer or its lender to evidence any whole or partial termination of the City's Reversionary Right as set forth herein.

4.10 Environmental Issues.

(a) The City makes no warranties or representations regarding the condition of the Development Property, and the Developer agrees that it has not relied upon any statement or representation by the City as an inducement to enter into this Agreement or otherwise take title to the Development Property

(b) The Developer takes the Development Property "as is/where is."

(c) The City and the Developer acknowledge that a portion of the Development Property (described hereto in Exhibit A-2 and hereinafter referred to as the "LRP Property") has been impacted by environmental contamination caused by parties other than the City or the Developer. It is further acknowledged that the LRP Property is enrolled in the Iowa Land Recycling Program ("LRP") established pursuant to Iowa Code Chapter 455H and that it is the intention of both parties to undertake such activities on the LRP Property as may be required and necessary to obtain a No Further Action Letter for the LRP Property pursuant to the LRP. It is further understood that due to the contamination, special soil, air and/or water management requirements may be required as part of redevelopment of the LRP Property, which special management may increase costs of redevelopment. Further, at the time this Development Agreement is entered, three options for response action ("Environmental Response Options") on the LRP Property have been identified, which options are found in Exhibit M. Additionally, the City is obligated to undertake contractual duties with regard to the LRP Property (a copy of which contract City has provided to Developer) and it is the intention of the Parties that the transfer of the LRP Property from the City to Developer and its assigns will not prohibit or interfere with the City's compliance with such duties and the ultimate issuance of a No Further Action Letter. In furtherance thereof, the Parties agree as follows with regard to the LRP Property:

(1) Developer shall not undertake any activity on the LRP Property without the express prior written approval of the City, which approval may be contingent upon receipt of approval by the Iowa Department of Natural Resources ("IDNR") or other regulatory agency.

(2) Developer and the City shall work jointly as necessary and appropriate with the IDNR to redevelop the LRP Property in such a way as to obtain a No Further Action Letter pursuant to the LRP, including without limitation, undertaking assessment and response actions, and executing and recording an environmental protection easement as described by the LRP which may restrict the use and transfer of the LRP Property. Such restrictions may include, but are not limited to, the prohibition of well installation (except for monitoring wells) and limitations of excavation of soils at the LRP Property, as well as notices to subsequent owners and others with interests in the LRP Property.

(3) To the extent costs associated with the redevelopment of the LRP Property are increased due to the contamination and/or compliance with the LRP or efforts to obtain a No Further Action Certificate from IDNR ("Increased Costs"), those Increased Costs, once documented, shall be allocated by the Parties as follows:

- (i) Increased Costs in an amount up to \$100,000 shall be paid 100% by the Developer or permitted assigns;
- (ii) Increased Costs between \$100,000 and \$500,000 shall be paid 50% by the Developer and 50% by the City. The obligation of the City to share cost under this section is limited to those Increased Costs previously approved in writing by the City and associated only with the implementation of the response action Option 1 shown on Exhibit M. If Developer chooses to implement other Options, Increased Costs shall be paid 100% by Developer; and

(iii) Any additional Increased Costs over \$500,000 shall be paid 100% by the Developer.

(4) Developer agrees to require any and all successors and assigns in ownership of any portion of the LRP Property to agree to be bound by the provisions of this Section 4.10, as such obligations are applicable to their interests.

(5) At the time of conveyance of the LRP Property, the City may restrict the use and redevelopment of the LRP Property to ensure compliance with the terms of this Section subject, however, to the City's obligation to reasonably cooperate with Developer in seeking the appropriate approvals to cause redevelopment of the LRP Property in accordance with the Master Plan.

(6) Developer and the City agree to cooperate in attempting to identify, apply for and obtain federal, state or other grants, loans or other programs to help pay for any Increased Costs of handling, remediating, disposing of and otherwise dealing with the contamination so that Developer may proceed in accordance with the Master Plan.

(7) The provisions of this Section 4.10 shall survive closing and not expire upon Termination Date.

ARTICLE V - CONSTRUCTION PLANS; CONSTRUCTION; CERTIFICATE OF COMPLETION

Section 5.1 Plans for Construction of Improvements. Prior to commencement of any Phase of the Project, Developer shall submit Construction Plans for that Phase, including any corresponding Amenities, to the City for review and approval in accordance with the Urban Renewal Plan, this Agreement and the City Code of Ordinances. A general description of each Phase currently anticipated for the Project is outlined on Exhibit B, B-1 and C, including the anticipated timing of completion of each Phase. Developer shall not be required to complete any Phase in a particular order, and Developer shall be permitted to vary from the Phases identified on Exhibit B so long as in compliance with Urban Renewal Plan, this Agreement and the applicable zoning and building codes. Developer shall submit plats for each Phase as part of the Construction Plan approval process if platting is required. The City shall evaluate all Construction Plans submitted by Developer for each Phase for compliance with the Urban Renewal Plan, this Agreement the City's Code of Ordinances and all federal, state and local standards and requirements and permits, and the City shall approve the Construction Plans if they comply with all of the foregoing. Upon Developer's submittal of Construction Plans for each Phase of the Project, along with the required application fee, the City agrees to review and process the application in accordance with its then current process or practice, as may be modified by the City. Upon approval of the Construction Plans for a particular Phase, completion of platting, and the securing of all applicable federal, state and local standards, requirements, and permits, no further submission by the Developer or approval by the City shall be required and Developer shall be permitted to commence construction of the applicable Phase. The City also agrees to issue the appropriate demolition and building permit(s) upon Developer's compliance with applicable law and state and local building codes. Ownership, maintenance, repair and insurance for Amenities shall be determined during this process as per Section 3.1 of this Agreement. If Developer builds infrastructure on public land, Developer shall provide performance and maintenance bonds as required by City requirements.

July 16, 2012 Executed Agreement, Exhibit A-2 (LRP Property)

EXHIBIT A-2

LRP PROPERTY

Lot No. 22 and Lot No. 23 except the South 31.5 feet of Lot 23, in Mill Square, Cedar Falls, Iowa, except the right of way of the Chicago, Great Western Railway Company; and

A part of the Southwest Quarter of the Northeast Quarter of Section No. 12, Township No. 89 North, Range No. 14 West of the Fifth Principal Meridian in the City of Cedar Falls, Iowa bounded as follows:

Beginning at the Southeasterly corner of Lot No. 24 in Mill Square, Cedar Falls, Iowa; thence North along the Easterly lines of Lots Nos. 24 and 23 in said Mill Square to the Westerly boundary line of the Chicago, Great Western Railway Company, thence Southeasterly and Southerly along said boundary line to the extended South line of said Lot No. 24 which is also the extended North line of Third Street; thence West along said line to the point of beginning;

Lying North of the extended North line of the South 31.55 feet of said Lot No. 23 in Mill Square, Cedar Falls, Black Hawk County, Iowa.

Except any legal Highways and subject to easements and restrictions of record.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Administration Division

TO: Mayor Laudick & City Council

FROM: Stephanie Houk Sheetz, Director of Community Development

DATE: March 25, 2024

SUBJECT: Application for Energy Efficiency and Conservation Block Grant (EECBG)

The US Department of Energy (DOE) has formula grants available to local governments and tribes through the United States. Cedar Falls' grant is \$76,450. We must apply to utilize the funds by April 30, 2024. The DOE has published program guidance with a list and detailed information about eligible uses of EECBG Program Funds¹. There are 14 categories of funding. Upon review of these categories, projects in the City's Capital Improvement Plan, and the funding amount, staff recommends utilizing this grant to complete CIP#190 – Electric Shore Station for Patrol Vehicles. The CIP anticipated a \$50,000 project that would be constructed in FY25. With this grant, we may be able to scale up the project to utilize the full \$76,450 in grant funds. No local match is required.

The project fits within the allowed activity of developing and implementing energy efficiency and conservation programs for buildings and facilities. Part of the application includes submitting an Energy Efficiency and Conservation Strategy (EECS)². Staff will use a template to provide information that will reference adopted Council Goal 3A.9, the filed Resilience Plan, and CFU's adopted goal of carbon neutrality by 2050 to provide responses to the best of our ability.

Several documents must be submitted with the grant. Staff recommends Council approve submittal of the grant application including the following required items:

- Designation of Community Development Director as the Authorized Applicant Assurance Letter.
- Authorized Applicant will complete all grant submittal requirements including:
 - Authorized Applicant Assurance Letter
 - SF424
 - Davis-Bacon Assurance Letter

¹ [EECBG Eligible Activities and Program Guidance](#)

² [EECS Template for Local Government](#)

- Financial Assistance Certifications and Assurances
- Disclosure of Lobbying Activities
- Energy Efficiency and Conservation Strategy

The Community Development Department recommends submitting this request to utilize the formula grant of \$76,450 to complete the Electric Shore Station for Patrol Vehicles project identified in the adopted FY24-29 Capital Improvements Program.

Please contact me with any questions.

xc: Chase Schrage, Director of Public Works
Matt Buck, Public Buildings Supervisor
Dustin Rawden, Fleet Maintenance Supervisor



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

OPERATIONS AND
MAINTENANCE DIVISION
2200 TECHNOLOGY PKWY
319-273-8629
FAX 319-273-8632

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: March 19, 2024
SUBJECT: Engineering Services Agreement

Please find attached for consideration an engineering services agreement between the City of Cedar Falls and Modus Engineering. This agreement includes design and bidding services to replace the existing roof top HVAC unit and temperature control integration to the new portion of the public safety building system. This existing unit was part of the original Emergency Services Building which is now in need of replacement.

This project is listed in the Capital Improvements Program, CIP # 177, for FY25 in the amount of \$40,000.00. The intent is to begin design work now so bidding can begin in early FY25. The Public Works Department recommends approval of the Service Agreement with Modus Engineering for the design and bidding of the Public Safety HVAC unit.

Thank you for your consideration of this request. Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

Att.

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

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

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on July 1, 2025 unless earlier terminated under the terms of this Agreement.

5.2. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials

prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized, approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to

continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

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

11.0. Compliance with Laws and Regulations.

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

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment

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

18.0. Governing Law

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

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

19.0. Discrepancy

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

20.0 Public Record

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

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

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

21.0. Debarment

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City: _____
Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

Contractor:
Name: Mike Brocka
Title: President
Address: 214 East 4th Street,
Waterloo, Iowa 50703
Telephone: 319. 235.0650
Email: mbrocka@modus-eng.com

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

CONTRACTOR

Modus Engineering _____

By: Mike Bol _____

Its: President _____

Date: 3/11/2024

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit A

March 11, 2024

City of Cedar Falls
2200 Technology Parkway
Cedar Falls, Iowa 50613

Subject: Cedar Falls Public Safety RTU Replacement and Temperature Controls Improvement
Cedar Falls, Iowa

I am pleased to offer you this engineering service proposal for the above-mentioned project.

This proposal includes the following scope:

- Design services to include contract documents, and bidding assistance to obtain quotes from mechanical contractors to replace the existing RTU and make temperature controls improvements to the RTU and associated VAV boxes.
- Printing and reproduction of plans and specifications necessary for coordination and review during the design process.
- Construction administration services to include submittal reviews and on-site meetings with construction personnel as required to clarify issues of design.
- As-built CAD drawing creation



This proposal does not include the following services:

- Architectural services
- Structural engineering
- Civil engineering
- Fees, permit costs or other costs associated with review or applications to governing bodies
- Distribution and document reproduction expenses
- Life cycle cost analysis for utility rebates or energy code approval
- Commissioning and functional testing services
- Material and construction testing services
- Building Information Modeling beyond the 200 Level of Detail (Approximate Geometry)
- Re-Design of MEPT Systems associated with scope changes as directed by the owner.
- Arc flash Studies & Breaker Coordination (except where required by the NEC)

For the above referenced services our fee will be hourly not to exceed \$8,200.

Additional services, as approved and requested, shall be provided at our hourly rates.

MODUS Errors and Omissions Policy shall be deemed a part of this Agreement.

Reimbursables are included in our fee.

Sincerely,



Michael J. Brocka

If you are in agreement, please sign this letter and return a copy to our office. This will serve as our written contract.

SIGNATURE

DATE



**INSURANCE REQUIREMENTS FOR
CONTRACTORS FOR THE CITY OF CEDAR FALLS**

*** This document outlines the insurance requirements for all Contractors who perform work for the City of Cedar Falls. The term "contractor" as used in this document shall be defined as the general contractor, artisan contractor, or design contractor that will be performing work for the City of Cedar Falls under contract.

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.
2. All Certificates of Insurance required hereunder shall include the Cancellation & Material Change Endorsement. A copy of this endorsement is attached in Exhibit 1.
3. Contractor shall furnish a signed Certificate of Insurance to the City of Cedar Falls, Iowa for the coverage required in Exhibit 1. Such Certificates shall include copies of the following endorsements:
 - a) Commercial General Liability policy is primary and non-contributing
 - b) Commercial General Liability additional insured endorsement – See Exhibit 1
 - c) Governmental Immunities Endorsement – See Exhibit 1

Copies of additional insured endorsements, executed by an authorized representative from an Insurer duly licensed to transact business at the location of the jobsite, must be provided prior to the first payment.

Contractor shall, upon request by the City, provide Certificates of Insurance for all subcontractors and sub-sub contractors who perform work or services pursuant to the provisions of this contract.

4. Each certificate shall be submitted to the City of Cedar Falls.
5. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. Failure of the Contractor to maintain the required insurance shall constitute a default under this Contract, and at City's option, shall allow City to

terminate this Contract for cause and/or purchase said insurance at Contractor's expense.

7. Contractor shall be required to carry the following minimum coverage/limits or greater, if required by law or other legal agreement; as per Exhibit 1:

- This coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.
- Contractor shall maintain ongoing CGL coverage for at least 2 years following substantial completion of the Work to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.
- Governmental Immunity endorsement identical or equivalent to form attached.
- Additional Insured Requirement – See Exhibit 1.
The City of Cedar Falls, 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 shall be named as an additional insured on General Liability Policies for all classes of contractors.

Contractors shall include coverage for the City of Cedar Falls as an additional insured including ongoing and completed operations coverage equivalent to: ISO CG 20 10 07 04* and ISO CG 20 37 07 04**

* ISO CG 20 10 07 04 "Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization"

** ISO CG 20 37 07 04 "Additional Insured – Owners, Lessees or Contractors – Completed Operations"

8. **Errors & Omissions:** If the contract's scope of services includes design work or other professional services, then Contractor shall maintain insurance coverage for errors, omissions and other wrongful acts or omissions (except for intentional acts or omissions), arising out of the professional services performed by Contractor. Contractor shall maintain continuous Errors & Omissions coverage for a period commencing no later than the date of the contract, and continuing for a period of no less than 2 years from the date of completion of all

work completed or services performed under the contract. The limit of liability shall not be less than \$1,000,000.

9. Separation of Insured's Provision: If Contractor's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

10. Limits: By requiring the insurance as set out in this Contract, City does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities provided to City in this Contract. The City will have the right at any time to require liability insurance greater than that otherwise specified in Exhibit 1. If required, the additional premium or premiums payable shall be added to the bid price.

11. Indemnification (Hold Harmless) Provision: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa against any and all claims, demands, suits or loss, including any and all outlay and expense connected therewith, and for damages which may be asserted, claimed or recovered against or from the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, including, but not limited to, damages arising by reason of personal injury, including bodily injury or death, and property damages, which arises out of or is in any way connected or associated with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to the provisions of this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor. It is the intention of the parties that the City of Cedar Falls, Iowa, its elected and appointed officials, directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa shall not be liable or in any way responsible for the injury, damage, liability, loss or expense incurred by the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the work and/or services performed by the Contractor pursuant to the provisions of this contract, except for and to the extent caused by the negligence of the City of Cedar Falls, Iowa.

The Contractor expressly assumes full responsibility for damages or injuries which may result to any person or property by reason of or in connection with the work and/or services provided by the Contractor to the City of Cedar Falls, Iowa pursuant to this contract to the extent arising out of the errors, omissions or negligent acts of the Contractor, its agents, employees, subcontractors or others working on behalf of the Contractor, and agrees to pay the City of Cedar Falls,

Iowa for all damages caused to the City of Cedar Falls, Iowa premises resulting from the work and/or services of the Contractor, its officers, employees, subcontractors, and others affiliated with the Contractor to the extent arising out of such errors, omissions or negligent acts.

The Contractor represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and the Contractor will observe, and cause its officers, employees, subcontractors and others affiliated with the Contractor to observe all applicable safety rules.

12. Performance and Payment Bonds: The City shall have the right to require the Contractor to furnish performance and payment bonds for the full amount of the Contract price. The Contractor shall furnish, by a surety and in a form satisfactory to the City, such bonds to the City, prior to the start of Contractor's Work, covering the performance of the Contractor and the payment of all obligations arising hereunder. The Contractor, upon receipt of the bonds and invoice from the surety, shall pay for the cost of said bonds. Additional bond premium costs due to modifications to the Contract shall be included in the modification amount submitted by Contractor, and paid by Contractor.

13. Waiver of Subrogation: To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and appointed officials, its directors, employees, agents and volunteers working on behalf of the City of Cedar Falls, Iowa, from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss or damage to property caused by fire or any other casualty and for any loss due to bodily injury to Contractor's employees. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this contract or arising out of the work performed under this contract. The Contractor's policies of insurance shall contain a clause or endorsement to the effect that such release shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

Completion Checklist

- Certificate of Liability Insurance (2 pages)
- Additional Insured CG 20 10 07 04
- Additional Insured CG 20 37 07 04
- Governmental Immunities Endorsement

EXHIBIT 1 – INSURANCE SCHEDULE**General Liability (Occurrence Form Only):**

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

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

Standard Workers Compensation

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

Umbrella: \$3,000,000
 The Umbrella/Excess Insurance shall be written on a per occurrence basis and if the Umbrella/Excess is not written on a follow form basis it shall have the same endorsements as required of the primary policy(ies).

Errors & Omissions: \$1,000,000

**CITY OF CEDAR FALLS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds, including ongoing operations CG 2010 07 04 or equivalent, and completed operations CG 2037 07 04 or equivalent. See Specimens.

This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Risk Management Office, City of Cedar Falls, City Hall, 220 Clay Street, Cedar Falls, Iowa 50613. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached. Contractor agrees to furnish the City with 30 days advance written notice of cancellation, non-renewal, reduction in coverage and/or limits, and 10 days advance written notice of non-payment of premium.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Location And Description Of Completed Operations
<small>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</small>

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at

the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY) **Item 15.**

3/4/2024

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: PHONE (A/C, No, Ext): 800-247-7756 E-MAIL ADDRESS: certificates@holmesmurphy.com	FAX (A/C, No): 612-349-2490
	INSURER(S) AFFORDING COVERAGE	
INSURED Modus Engineering, Ltd 214 E. 4th Street Waterloo, IA 50703	MODENGP INSURER A : Twin City Fire Insurance Co	NAIC # 29459
	INSURER B : Hartford Accident and Indemnity Company	22357
	INSURER C : XL Insurance America Inc.	24554
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 839035569

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	83SBWAD5725	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	83UEGAA1845	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	83SBWAD5725	7/1/2023	7/1/2024	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	83WEGAD5WRX	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability (Claims-Made Policy)			DPR5014133	7/1/2023	7/1/2024	Per Claim Aggregate	3,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All Work Performed
 Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: The City of Cedar Rapids, Iowa, and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract, per policy terms and conditions.
 The policies listed above include an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

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 <i>Kari Coolidge</i>
-------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL IMMUNITY ENDORSEMENT - IOWA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

SCHEDULE

With respect to insurance provided to the municipality shown in the Schedule of this endorsement, the following shall apply:

1. Nonwaiver of Governmental Immunity

We expressly agree and state that the purchase of this policy does not waive any of the insured's defenses of governmental immunity under the code of Iowa Section 670.4 as it now exists and as it may be amended.

2. Claims Coverage

We further agree that this policy of insurance shall, subject to its terms and conditions, apply only to those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4, as it now exists and as it may be amended. Those claims, not subject to Code of Iowa Section 670.4, shall be subject to the terms and conditions of the insurance policy.

3. Assertion of Governmental Immunity

The municipality shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon our written request.

4. Non-Denial of Coverage.

We shall not deny coverage, rights and benefits accruing to the entity under the policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the entity.

No Other Change in Policy

The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section **C.** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section **C.** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
 provided that:
 - (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
 - (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us 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.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "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; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
- (i) Any insured; or
- (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

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" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises 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 D. - Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. Any Insured**
To any insured, except "volunteer workers".
- b. Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or 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), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, 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 the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "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 liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) 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;

(e) 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;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) 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

(h) "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:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) 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.

- (2) 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.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their 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 or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased 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).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, 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 and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "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 liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless 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;

- (e) 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;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) 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

- (h) "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:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) 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.

- (2) 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.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

- a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
- b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
- a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- 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 or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
- However, Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
- 13.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 14.** "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 15.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- 16.** "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

- b. Donates his or her work;
- c. Acts at the direction of and within the scope of duties determined by you; and
- d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**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 Daniel Laudick and City Council

FROM: David Wicke, PE, City Engineer

DATE: April 1, 2024

SUBJECT: North Cedar Heights Area Reconstruction Phase II
City Project Number: RC-092-3271
Contract Documents

Submitted within for City Council approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Dave Schmitt Construction for the construction of the North Cedar Heights Area Reconstruction Phase II.

This project consists of reconstructing Timber Drive from Grand Avenue to Greenwood Avenue, East Ridgewood Drive from Greenwood Avenue to Cherry Lane and Woodland Drive to East Ridgewood Avenue. Work includes reconstruction of water main, storm and sanitary sewers, installation of new 8" subdrain, asphalt pavement with concrete curb and/or edging, and concrete intersections.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Dave Schmitt Construction for the construction of the North Cedar Heights Area Reconstruction Phase II.

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

xc: Chase Schrage, Director of Public Works

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Dave Schmitt of Cedar Rapids, IA, Construction, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: NORTH CEDAR HEIGHTS AREA RECONSTRUCTION PHASE 2 PROJECT, Project No. RC - 092 - 3271 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 19th day of February 2024, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC - 092 - 3271 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution Ordering Construction of the Improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond

- k. Form of Contract
- l. Non-Collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.



Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Danny Laudick, Mayor

Attest: _____
Kimm Kerr, MMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 54259063

KNOW ALL BY THESE PRESENTS:

That we, Dave Schmitt Construction Co., Inc., as Principal (hereinafter the "Contractor")or "Principal" and United Fire & Casualty Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Million, Six Hundred Six Thousand, Eight Hundred Sixty Six & 77/100 (\$ 3,606,866.70), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing the date of the _____ day of _____, 2024, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

North Cedar Heights Area Reconstruction Phase 2 Project Project RC - 092 - 3271

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said

claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable.

Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC - 092 - 3271

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Printed Name of Agent

Dave Schmitt Construction Co., Inc.

Contractor

By:


Signature

Title

SURETY:

United Fire & Casualty Company

Company Name

P.O. Box 73909

Company Address

Cedar Rapids, IA 52407-3909

City, State, Zip Code


(800) 343-9131

Company Telephone Number

United Fire & Casualty Company

Surety Company

By:


Signature Attorney-in-Fact Officer & IA Resident Agent

Anne Crowner, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer & IA Resident Agent

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

FORM APPROVED BY:

Attorney for Owner

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Dept
 118 Second
 Cedar Rapids, IA Item 16.

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, MICHELLE GRUIS, JOE TIERNAN, KATHLEEN BREWER, SETH D. ROOKER, SARA HUSTON, SHELBY GREINER, GINGER HOKE, JOHN CORD, JENNIFER MARINO, BEN WILLIAMS, KATE ZANDERS, LUKAS SCHRODER, JAMIE GIFFORD, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 18th day of March, 2022



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: 
 Vice President

State of Iowa, County of Linn, ss:

On 18th day of March, 2022, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.




 Notary Public
 My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this _____ day of _____,



By: 
 Assistant Secretary,
 UF&C & UF&I & FPIC

**FORM OF PROPOSAL
 NORTH CEDAR HEIGHTS AREA RECONSTRUCTION PHASE 2
 PROJECT
 PROJECT NO. RC - 092 - 3271
 CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that Dave Schmitt Construction have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the NORTH CEDAR HEIGHTS AREA RECONSTRUCTION PHASE 2 PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	UNIT	200.9	\$	\$
2	CLEARING AND GRUBBING	ACRE	0.4	\$	\$
3	TOPSOIL, CONTRACTOR PROVIDED	CY	832	\$	\$
4	EXCAVATION, CLASS 10, WASTE	CY	3757	\$	\$
5	EXCAVATION, CLASS 13	CY	10	\$	\$
6	SUBGRADE PREPARATION, 12 IN.	SY	3798.5	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
7	SUBGRADE TREATMENT, GEOGRID	SY	100	\$	\$
8	SUBBASE, MODIFIED 6 IN.	SY	633.5	\$	\$
9	SUBBASE, MODIFIED 12 IN.	SY	3798.5	\$	\$
10	REMOVALS, SIGN STRUCTURE	EACH	1	\$	\$
11	REPLACEMENT OF UNSUITABLE BACKFILL	CY	100	\$	\$
12	TEMPORARY SHORING	LS	1	\$	\$
13	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF	1923	\$	\$
14	SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.	LF	756	\$	\$
15	SEWER MAIN, 2 INCH, HDPE, SDR-11, PRESSURE RATED	LF	400	\$	\$
16	SANITARY SEWER SERVICE	LF	533	\$	\$
17	SEWER SERVICE, 1.5 INCH, HDPE, SDR-11, PRESSURE RATED	LF	70	\$	\$
18	FLUSHING VALVE, 2 INCH W/ MANHOLE FRAME & LID, 10 INCH	EACH	1	\$	\$
19	SANITARY SEWER PIPE INSULATION	LF	445	\$	\$
20	REMOVAL OF SANITARY SEWER	LF	1857	\$	\$
21	SANITARY SEWER ABANDONMENT, PLUG, 8 IN.	EACH	6	\$	\$
22	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	872	\$	\$
23	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	251	\$	\$
24	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	59	\$	\$
25	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	145	\$	\$
26	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	274	\$	\$
27	15" RCP APRON 4030.222	EACH	3	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
28	18" RCP APRON 4030.222	EACH	1	\$	\$
29	30" RCP APRON 4030.222	EACH	2	\$	\$
30	RCP APRON FOOTINGS 4030.221	EACH	6	\$	\$
31	PIPE APRON GUARD, 18 IN.	EACH	1	\$	\$
32	PIPE APRON GUARD, 30 IN.	EACH	2	\$	\$
33	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	5066.5	\$	\$
34	SUBDRAIN OUTLETS, CFD.01	EACH	27	\$	\$
35	SUBDRAIN TAP, 6"	EACH	34	\$	\$
36	WATER MAIN, TRENCHED, DIP, 4 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTAINED JOINTS	LF	56.9	\$	\$
37	WATER MAIN, TRENCHED, DIP, 8 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTAINED JOINTS	LF	2963	\$	\$
38	TEMPORARY WATER MAIN	LS	1	\$	\$
39	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	6184	\$	\$
40	WATER SERVICE, 3/4 IN.	LF	10	\$	\$
41	WATER SERVICE, 1 IN.	LF	558	\$	\$
42	WATER SERVICE, 1-1/2 IN.	LF	11	\$	\$
43	WATER MAIN REMOVAL	LF	2204	\$	\$
44	ISOLATION VALVE, 1.5 INCH W/ VALVE BOX	EACH	4	\$	\$
45	ISOLATION VALVE, 2 INCH W/ VALVE BOX	EACH	1	\$	\$
46	VALVE, GATE, DIP, 4 IN.	EACH	1	\$	\$
47	VALVE, GATE, DIP, 8 IN.	EACH	10	\$	\$
48	FIRE HYDRANT ASSEMBLY	EACH	8	\$	\$
49	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	4	\$	\$
50	MANHOLE, 6010.301, 48 IN.	EACH	17	\$	\$
51	MANHOLE, 6010.301, 60 IN.	EACH	1	\$	\$
52	MANHOLE, 6010.303, 48 IN.	EACH	1	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
53	MANHOLE, 6010.401, 48 IN.	EACH	5	\$	\$
54	INTAKE, 6010.401	EACH	3	\$	\$
55	INTAKE, 6010.501	EACH	2	\$	\$
56	INTAKE, 6010.502, 60 IN.	EACH	1	\$	\$
57	INTAKE, 6010.502, 72 IN.	EACH	1	\$	\$
58	INTAKE, 6010.505	EACH	13	\$	\$
59	INTAKE, 6010.509	EACH	1	\$	\$
60	INTAKE, 6010.513 (4'x4')	EACH	3	\$	\$
61	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH	1	\$	\$
62	CONNECTION TO EXISTING MANHOLE	EACH	1	\$	\$
63	REMOVALS, MANHOLE OR INTAKE	EACH	16	\$	\$
64	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	446	\$	\$
65	CURB AND GUTTER, SLOPED, 4 IN.	LF	3116.4	\$	\$
66	CURB AND GUTTER, DROPPED, 0 IN.	LF	2475.2	\$	\$
67	TEMPORARY PAVEMENT, 6 IN. PCC	SY	110.9	\$	\$
68	HMA PAVEMENT, ST, 7 IN.	SY	3609.1	\$	\$
69	REMOVAL OF DRIVEWAY	SY	708	\$	\$
70	DRIVEWAYS, PCC, 6 IN.	SY	1010.1	\$	\$
71	CLASS A ROADSTONE	TON	40	\$	\$
72	REMOVAL OF PAVEMENT	SY	5866.2	\$	\$
73	REMOVAL OF CURB AND GUTTER	LF	114	\$	\$
74	REMOVAL OF GUARDRAIL	LF	76	\$	\$
75	LIGHT POLES, REMOVE	EACH	2	\$	\$
76	LIGHT POLES, 28' METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH	2	\$	\$
77	ELECTRICAL CIRCUITS	LF	30	\$	\$
78	TRAFFIC CONTROL	LS	1	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
79	SAFETY CLOSURE	EACH	14	\$	\$
80	INTERSECTION MARKER, TYPE A	EACH	4	\$	\$
81	INTERSECTION MARKER, TYPE B	EACH	2	\$	\$
82	TYPE A SIGNS, SHEET ALUMINUM	SF	48.1	\$	\$
83	PERFORATED SQUARE STEEL TUBE POSTS	LF	110	\$	\$
84	PERFORATED SQUARE STEEL TUBE ANCHOR	EACH	11	\$	\$
85	REMOVE & REINSTALL OF TYPE A SIGN ASSEMBLY	EACH	7	\$	\$
86	REMOVAL OF TYPE A SIGN ASSEMBLY	EACH	8	\$	\$
87	WATERING	MGAL	100	\$	\$
88	SEEDING, FERTILIZING, AND MULCHING FOR HYDRO-SEEDING, TYPE 4	ACRE	0.1	\$	\$
89	SEEDING, AND MULCHING FOR HYDRAULIC SEEDING, WILDFLOWER SEED	ACRE	0.3	\$	\$
90	SOD	SQ	307	\$	\$
91	LANDSCAPING	LS	1	\$	\$
92	TEMPORARY RECP, TYPE 3B	SY	804	\$	\$
93	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN.	LF	5329.5	\$	\$
94	REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	LF	5329.5	\$	\$
95	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	22	\$	\$
96	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	674	\$	\$
97	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	674	\$	\$
98	TURF REINFORCEMENT	SQ	1	\$	\$

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
	MATTING (TYPE 2)				
99	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	24	\$	\$
100	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	24	\$	\$
101	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	275	\$	\$
102	REMOVAL OF EXISTING LANDSCAPING, AS PER PLAN	LS	1	\$	\$
103	MODULAR BLOCK RETAINING WALL	SF	259	\$	\$
104	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	18	\$	\$
105	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2	\$	\$
106	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2	\$	\$
107	GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$	\$
108	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$	\$
109	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EACH	30	\$	\$
110	MOBILIZATION	LS	1	\$	\$
111	MAILBOX, REMOVE AND REINSTALL	EACH	31	\$	\$
112	CONCRETE WASHOUT	LS	1	\$	\$
TOTAL BID					\$ 3,606,866.70

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. A unit price shall be submitted for each of the items (Items 1-112). The successful bidder will be determined by evaluating the Total Bid shown above which shall be done online via the QuestCDN website. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price, time or changes in the work.

If written notice of approval of award is mailed, emailed or delivered to the bidder within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to the Contractor for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

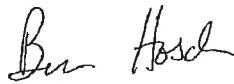
Addendum No.	<u>1</u>	Date	<u>2/21/2024</u>
	<u>2</u>		<u>2/23/2024</u>
	<u>3</u>		<u>2/26/2024</u>

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder

Dave Schmitt Construction



By

250 50th Ave SW, Cedar Rapids, IA 52404

Estimator

Official Address

Title

**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 Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PhD, PE

DATE: April 1, 2024

SUBJECT: 2024 Street Restoration Project
Project No. RC-000-3337
Contract Documents

Attached for your approval are the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Aspro, Inc for the construction of the 2024 Street Restoration Project.

The Department of Public Works recommends approving and executing the contract with Aspro, Inc. for the construction of the 2024 Street Restoration Project. This project involves the restoration of portions of six (6) streets, including Linden Ave, Laurel Circle, Greenhill Road, Grand Boulevard, Nordic Drive, and Lone Tree Road.

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

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

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Brad Blough of Aspro, Inc., hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2024 STREET RESTORATION PROJECT, Project No. RC-000-3337 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 18th day of February, 2024, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC-000-3337 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidders Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

Brad Blough, V.P.

Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC
City Clerk

Performance, Payment and Maintenance Bond

SURETY BOND NO. 2354686

KNOW ALL BY THESE PRESENTS:

That we, Aspro, Inc., as Principal (hereinafter the "Contractor" or "Principal" and Swiss Re Corporate Solutions America Insurance Corporation as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Million Twenty Three Thousand Thirty Six and 30/100----- (\$ 1,023,036.30), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2024, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2024 Street Restoration Project
Paving
Project RC-000-3337**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3337

Witness our hands, in quadruplicate, this _____ day of _____, 2024.

Surety Countersigned By:

PRINCIPAL:

Not Required
Signature of Agent

Aspro, Inc.
Contractor

By: *Brad Blom*
Signature
Vice President
Title

Printed Name of Agent

Company Name

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation
Surety Company

By: *Cindy Bennett*
Signature Attorney-in-Fact Officer

Company Address

City, State, Zip Code

Cindy Bennett, Attorney-in-fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Company Telephone Number

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

FORM APPROVED BY:

Waukee, IA 50263
City, State, Zip Code

Attorney for Owner

(515) 223-6800
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, DIONE R. YOUNG,
SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD

LUKAS SCHRODER and JAMIE GIFFORD JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 2nd day of FEBRUARY, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 2nd day of FEBRUARY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**FORM OF PROPOSAL
2024 STREET CONSTRUCTION PROJECT
PROJECT NO. RC-000-3337
CITY OF CEDAR FALLS, IOWA**

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

The undersigned hereby certifies that ASPRO, INC. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2024 STREET RESTORATION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the unit prices as submitted with this proposal to QuestCDN.com., to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY
1	OFF-SITE TOPSOIL	C.Y.	62.0
2	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	75.0
3	GRANULAR SHOULDER, TYPE A (HMA MILLINGS)	TONS	147.0
4	INTAKE, TYPE B TOP	EACH	1.0
5	INTAKE, TYPE C TOP	EACH	1.0
6	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	2.0
7	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	2.0
8	CURB, PCC 7 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	178.0
9	HMA, (ST), SURF., 1/2", PG58-28S	TONS	2661.0
10	HMA, (ST), BASE., 3/4", PG58-28S	TONS	2661.0
11	REMOVAL OF SIDEWALK	S.Y.	64.9
12	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	36.6
13	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	28.3
14	DETECTABLE WARNINGS	S.F.	48.0
15	MILLING	S.Y.	11345.0
16	CURB AND GUTTER REMOVAL	L.F.	178.0
17	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	44.4
18	PAINTED SYMBOLS AND LEGENDS	EACH	2.0
19	TEMPORARY TRAFFIC CONTROL	L.S.	1.0
20	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	3281.0
21	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	1.0
22	WATTLES, 9IN. STRAW	L.F.	20.0
23	WATTLES, MAINTENANCE AND REMOVAL	L.F.	20.0
24	INLET PROTECTION DEVICE, INSTALLATION	EACH	1.0
25	INLET PROTECTION DEVICE, MAINTENANCE	EACH	1.0
26	MOBILIZATION	L.S.	1.0
27	CONCRETE WASHOUT	L.S.	1.0
28	SAW AND SEAL JOINTS	L.F.	7038

FORM OF PROPOSAL

**2024 CEDAR FALLS RESTORATION
PROJECT RC-000-3337
CEDAR FALLS, IOWA**

3/8/2024

BID ITEM #	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	OFF-SITE TOPSOIL	CY	62.00	\$35.00	\$2,170.00
2	EXCAVATION, CLASS 10, RDWAY, WASTE	CY	75.00	\$85.00	\$6,375.00
3	GRANULAR SHOULDER, TYPE A, MILLING	TONS	147.00	\$35.00	\$5,145.00
4	INTAKE, TYPE B TOP	EACH	1.00	\$4,500.00	\$4,500.00
5	INTAKE, TYPE C TOP	EACH	1.00	\$5,500.00	\$5,500.00
6	MANHOLE ADJUSTMENT, MAJOR, MR. M	EACH	2.00	\$3,450.00	\$6,900.00
7	REMOVAL OF STORM MH'S AND INTAKES	EACH	2.00	\$1,250.00	\$2,500.00
8	CURB, PCC 7 IN., 2' WIDTH, TYPE "C" III	LF	178.00	\$35.00	\$6,230.00
9	HMA, (ST), SURF., 1/2", PG58-28S	TONS	2661.00	\$134.25	\$357,239.25
10	HMA, (ST), BASE, 3/4", PG58-28S	TONS	2661.00	\$132.00	\$351,252.00
11	REMOVAL OF SIDEWALK	SY	65.00	\$28.00	\$1,820.00
12	SIDEWALK, PCC, 4", CLASS "C"	SY	37.00	\$64.00	\$2,368.00
13	SIDEWALK, PCC, 6", CLASS "C"	SY	28.00	\$70.00	\$1,960.00
14	DETECTABLE WARNINGS	SF	48.00	\$54.00	\$2,592.00
15	MILLING	SY	11345.00	\$8.45	\$95,865.25
16	CURB AND GUTTER REMOVAL	LF	178.00	\$15.00	\$2,670.00
17	PAINTED PAVEMENT MARKINGS	STA	44.40	\$85.00	\$3,774.00
18	PAINTED SYMBOLS AND LEGENDS	EACH	2.00	\$100.00	\$200.00
19	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$32,500.00	\$32,500.00
20	SEEDING, FERTILIZING AND MULCHING	SF	3281.00	\$2.50	\$8,202.50
21	STORM WATER POLLUTION PLAN SWPP	LS	1.00	\$3,800.00	\$3,800.00
22	WATTLES, 9" STRAW	LF	20.00	\$5.00	\$100.00
23	WATTLES, MAINTENANCE AND REMOVA	LF	20.00	\$5.00	\$100.00
24	INLET PROTECTION DEVICE, INSTALL	EACH	1.00	\$200.00	\$200.00
25	INLET PROTECTION DEVICE, MAINT.	EACH	1.00	\$75.00	\$75.00
26	MOBILIZATION	LS	1.00	\$63,000.00	\$63,000.00
27	CONCRETE WASHOUT	LS	1.00	\$750.00	\$750.00
28	SAW AND SEAL JOINTS	LF	7038.00	\$7.85	\$55,248.30

TOTAL BID

\$1,023,036.30

Aspro, Inc.

 (Name of Bidder)
 BY: 

 Brad Blough

March 8, 2024

 (Date)
 Title: V.P.

Official Address: (Including Zip Code)
 3613 Texas St.; P. O. Box 2620
 Waterloo, Iowa 50704

I.R.S. No. 42-1011512



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **Item 17.**
3/21/2024

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, LLC 4201 Westown Parkway Suite 120 West Des Moines IA 50266	CONTACT NAME: Debbie Stocker	
	PHONE (A/C, No, Ext): 515-309-6215	FAX (A/C, No): 515-309-6225
E-MAIL ADDRESS: Debbie.Stocker@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Employers Mutual Casualty Company		21415
INSURER B: EMCASCO Insurance Company		21407
INSURER C: Travelers Property Casualty Co of America		25674
INSURER D:		
INSURER E:		
INSURER F:		

INSURED ASPRINC-01
 Aspro, Inc.
 P.O. Box 2620
 Waterloo, IA 50704

COVERAGES **CERTIFICATE NUMBER:** 2078943253 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	9D81383	12/1/2023	12/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Emp Benefits \$1,000,000
B	<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			9E81383	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			9J81383	12/1/2023	12/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9M81383	12/1/2023	12/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Excess Umbrella			EX-7S385049-23-NF	12/1/2023	12/1/2024	Each Occurrence \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 2024 Street Restoration. Project No. RC-000-3337. The City of Cedar Falls, IA is included as additional insured on the General Liability policy. A waiver of subrogation in favor of The City of Cedar Falls, IA applies to the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Cedar Falls
 Department of Public Works
 220 Clay Street
 Cedar Falls IA 50613

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT — AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your projects away from premises owned by or rented to you.

POLICY NUMBER: 9D81383

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF CEDAR FALLS, CITY HALL 220 CLAY ST, CEDAR FALLS IA 50613	ALL PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: 9D1383

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF CEDAR FALLS, CITY HALL 220 CLAY ST, CEDAR FALLS IA 50613	ALL PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional Insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GOVERNMENTAL ENTITY AS ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of each Coverage Form to which it is attached apply unless modified by this endorsement.

SCHEDULE

Municipality:
Mailing Address:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Coverage Forms to which this endorsement is attached:

The following provisions apply to each Coverage Form shown in the Schedule:

A. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation; (45) days Advance Written Notice of Non-Renewal, Reduction in insurance coverage and/or limits; and ten (10) days written notice of cancellation solely for non-payment of premium shall be sent to the address shown in the Schedule.

B. ADDITIONAL INSURED PROVISION

The municipality shown in the Schedule, including all its elected and appointed officials, all its "employees" and "volunteer workers," all its boards, commissions and/or authorities and their boards members, "employees," and "volunteer workers," are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the municipality shown in the Schedule. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

C. GOVERNMENTAL IMMUNITIES PROVISION

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not

waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.

5. No Other Change in Policy. The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



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 Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: March 26, 2024

SUBJECT: Orchard Hill Pickleball Court Expansion Project
 City Project Number: PI-000-3331
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the Orchard Hill Pickleball Court Expansion Project.

We recommend setting *Monday, April 15th, 2024* at 7:00pm as the date and time for the public hearing on this project and *Friday, April 19th, 2024*, at 2pm as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by *Thursday, April 4th, 2024*. The Plans and Specifications will be ready for distribution to contractors on *Tuesday, April 2nd, 2024* via QuestCDN (reference #9049472), allowing more than two (2) weeks of review before contract letting.

This project involves the removal of a portion of the Orchard Hill Park parking lot and the entire driveway. A larger parking lot consists in part of both a full depth HMA reconstruction and an HMA overlay. Concrete curb and gutter will be added and will channel the collected stormwater into the new detention basin on site. This project will also prepare the asphalt pad for the eight new pickleball courts. Internal sidewalk connections will be established to access the new courts.

The total estimated cost for the construction of this project is \$489,469.50. The project will be funded by General Obligation Bond, Cell Tower Lease, General Fund Savings, and Private Contributions.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the Orchard Hill Pickleball Court Expansion Project.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works
 Stephanie Sheets, Director of Community Development

**ORCHARD HILL PICKLEBALL COURT EXPANSION PROJECT
CITY PROJECT NO. PI-000-3331
FINAL ESTIMATE OF COST & QUANTITIES**

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	2010-108-D-1	ON-SITE TOPSOIL	C.Y.	535	\$ 15.00	\$ 8,025.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	264	\$ 20.00	\$ 5,280.00
3	2010-108-F-0	EXCAVATION, (SITE GRADING), CLASS 10	C.Y.	1400	\$ 10.00	\$ 14,000.00
4	2010-108-E-0	EXCAVATION, (BORROW), CLASS 10	C.Y.	540	\$ 20.00	\$ 10,800.00
5	2010-108-G-0	SUBGRADE PREPARATION	S.Y.	2800	\$ 2.00	\$ 5,600.00
6	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	5262	\$ 12.00	\$ 63,144.00
7	4020-108-A-1	STORM SEWER, TRENCHED, 15 IN. HDPE (Dual Wall)	L.F.	36	\$ 65.00	\$ 2,340.00
8	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN. HDPE (Dual Wall)	L.F.	14	\$ 12.00	\$ 168.00
9	6010-108-B-0	INTAKE, SW-512 (BASIN OUTLET)	EACH	1	\$ 10,000.00	\$ 10,000.00
10	6010-108-G-0	CONNECTION TO EXISTING MANHOLE OR INTAKE	EACH	1	\$ 1,500.00	\$ 1,500.00
11	7010-XXX-X-X	PCC FLUME & FROST FOOTING	L.S.	1	\$ 4,520.00	\$ 4,520.00
12	7010-108-E-0	CURB (STANDARD 6"), PCC 6 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	831	\$ 30.00	\$ 24,930.00
13	7010-108-E-0	CURB (SLOPED 4"), PCC 6 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	624	\$ 30.00	\$ 18,720.00
14	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TONS	570	\$ 135.00	\$ 76,950.00
15	7020-108-A-0	HMA, (ST), INTERMEDIATE, 3/4", PG58-28S	TONS	330	\$ 135.00	\$ 44,550.00
16	7020-108-A-0	HMA, (ST), BASE., 3/4", PG58-28S	TONS	660	\$ 135.00	\$ 89,100.00
17	7020-108-A-0	HMA, (ST), INTERMEDIATE, 3/4", PG58-28S (LEVELING COURSE)	TONS	80	\$ 135.00	\$ 10,800.00
18	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	32	\$ 30.00	\$ 960.00
19	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	35	\$ 10.00	\$ 350.00
20	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	47	\$ 65.00	\$ 3,055.00
21	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	10	\$ 70.00	\$ 700.00
22	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	35	\$ 60.00	\$ 2,100.00
23	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	26.5	\$ 85.00	\$ 2,252.50
24	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	13	\$ 100.00	\$ 1,300.00
25	8030-000-0-0	STREET SIGNS (SIGNS, POST, & RECIEVER)	EACH	5	\$ 350.00	\$ 1,750.00
26	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	1	\$ 5,000.00	\$ 5,000.00
27	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	19100	\$ 2.00	\$ 38,200.00
28	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	1	\$ 5,000.00	\$ 5,000.00
29	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	800	\$ 5.00	\$ 4,000.00
30	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	800	\$ 5.00	\$ 4,000.00
31	9040-108-E-0	TEMPORARY ROLLED EROSION CONTROL (RECP) (TYPE 2.C)	S.Y.	700	\$ 4.00	\$ 2,800.00
32	9040-108-J -0	RIP-RAP, REVETMENT STONE (CLASS E)	TONS	20	\$ 50.00	\$ 1,000.00
33	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	3	\$ 200.00	\$ 600.00
34	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	3	\$ 75.00	\$ 225.00
35	11020-108-A-0	MOBILIZATION	L.S.	1	\$ 25,000.00	\$ 25,000.00
36	11050-108-A-0	CONCRETE WASHOUT	L.S.	1	\$ 750.00	\$ 750.00
TOTAL PROJECT ESTIMATE					\$	489,469.50



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 Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: March 19, 2024
SUBJECT: FY2025 Budget

Attached is the state required notice for the FY25 budget hearing. The rate on the notice is \$11.93. The full budget document was included in the packet for the proposed property tax rate hearing meeting.

The next step in the budget process is to have a hearing on the budget and formally adopt the budget. As the Council is aware, the Council can adopt a budget that is lower than the published rate and lower than the approved maximum levy.

The Code of Iowa requires that the City have a public hearing and I would request that the hearing be set for April 15, 2024.

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

RESOLUTION NO. _____

**RESOLUTION SETTING DATE OF THE PUBLIC HEARING ON THE PROPOSED
FY2025 BUDGET FOR THE CITY OF CEDAR FALLS, IOWA**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received and considered the proposed FY2025 Budget for the City of Cedar Falls, Iowa, and

WHEREAS, as required by law, a public hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider said proposed Budget.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that a public hearing be held at 7:00 pm on the 15th day of April, 2024, in the Council Chambers of City Hall, 220 Clay Street, Cedar Falls, Iowa to consider said proposed budget. The City Clerk is hereby directed to publish and post notice of said public hearing, as required by law.

ADOPTED this 1st day of April, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET
Fiscal Year July 1, 2024 - June 30, 2025

Item 19.

City of: CEDAR FALLS

The City Council will conduct a public hearing on the proposed Budget at: Cedar Falls City Hall, 220 Clay St, Cedar Falls Iowa Meeting Date: 4/15/2024
 Meeting Time: 07:00 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.	
The estimated Total tax levy rate per \$1000 valuation on regular property	11.93076
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.0037

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

Phone Number
(319) 273-8600

City Clerk/Finance Officer's NAME
Jennifer Rodenbeck

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	25,985,838	23,609,073	23,853,954
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	25,985,838	23,609,073	23,853,954
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	7,998,270	6,083,985	5,967,496
Other City Taxes	6	8,582,084	8,898,342	8,375,338
Licenses & Permits	7	1,021,000	1,010,122	930,896
Use of Money and Property	8	3,416,740	3,815,756	2,274,756
Intergovernmental	9	15,180,840	12,039,908	19,125,343
Charges for Fees & Service	10	16,647,830	15,503,427	15,381,879
Special Assessments	11	0	0	33,343
Miscellaneous	12	1,757,998	8,016,735	3,253,760
Other Financing Sources	13	2,919,500	1,494,000	4,084,730
Transfers In	14	16,453,960	11,980,487	15,121,285
Total Revenues and Other Sources	15	99,964,060	92,451,835	98,402,780
Expenditures & Other Financing Uses				
Public Safety	16	16,126,850	14,502,226	13,059,454
Public Works	17	19,665,500	34,036,344	17,603,067
Health and Social Services	18	315,700	28,000	26,470
Culture and Recreation	19	9,367,160	10,368,100	7,573,067
Community and Economic Development	20	3,215,930	2,920,878	2,653,943
General Government	21	6,959,930	6,218,434	6,804,899
Debt Service	22	2,543,650	2,546,800	1,570,258
Capital Projects	23	30,201,410	22,584,461	22,385,568
Total Government Activities Expenditures	24	88,396,130	93,205,243	71,676,726
Business Type / Enterprises	25	9,912,400	11,209,972	10,319,526
Total ALL Expenditures	26	98,308,530	104,415,215	81,996,252
Transfers Out	27	16,453,960	11,980,487	15,121,285
Total ALL Expenditures/Transfers Out	28	114,762,490	116,395,702	97,117,537
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-14,798,430	-23,943,867	1,285,243
Beginning Fund Balance July 1	30	83,114,691	107,058,558	105,773,315
Ending Fund Balance June 30	31	68,316,261	83,114,691	107,058,558



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: March 5, 2024
SUBJECT: City Code of Ordinances Change Request – Art and Culture

Attached please find recommended changes to the City Code of Ordinances Chapter 17, Article VIII. Art and Culture Center and Board.

The document is red-lined so you can easily see proposed updates. Changes were made to update center name, update the division name to Tourism - removing the Visitors wording, update the department director title, shift the HR function of annual evaluations to city staff, and simplify the description of art objects.

These changes have been discussed and approved by the Art & Culture Board and staff recommends City Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 17-133, ART AND CULTURE BOARD ESTABLISHED, TO RENAME THE CENTER FOR THE ARTS; AND **2)** AMENDING SECTION 17-138, ABSENCE OF MEMBERS FROM BOARD MEETINGS, TO CLARIFY ATTENDANCE REQUIREMENTS; AND **3)** AMENDING SECTION 17-139, DIRECTOR OF MUNICIPAL OPERATIONS AND PROGRAMS TO SERVE AS EX-OFFICIO MEMBER OF BOARD, TO CHANGE THE CITY STAFF POSITION SERVING AND TO CHANGE THE TITLE OF THE SECTION; AND **4)** AMENDING SECTION 17-140, POWERS AND DUTIES OF BOARD, TO CLARIFY CERTAIN DUTIES OF THE BOARD, ALL IN ARTICLE III, ART AND CULTURE CENTER AND BOARD, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 17-133, Art and Culture Center Established, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-133, Art and Culture Center Established, is enacted in lieu thereof, as follows:

Sec. 17-133. Art and culture center established.

There is hereby established a municipal art and culture center, to be known as the ~~James and Meryl~~ Hearst ~~Art and Culture~~ Center for the Arts.

(Code 2017, § 20-156; Ord. No. 2823, § 2, 6-23-2014)

Section 2. Section 17-138, Absence of Board Members from Board Meetings, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-138, Absence of Board Members from Board Meetings, is enacted in lieu thereof, as follows:

Sec. 17-138. Absence of members from board meetings.

Members of the art and culture board leaving their residence in the city or absent from three consecutive meetings on the board or five meetings within one year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. The mayor shall then fill the vacant position, with city council approval.

(Code 2017, § 20-161; Ord. No. 2823, § 2, 6-23-2014)

Section 3. Section 17-139, Director of Municipal Operations and Programs to Serve as Ex-Officio Member of Board, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-139, Director of Community Development to Serve as Ex-Officio Member of Board, is enacted in lieu thereof, as follows:

Sec. 17-139. Director of community development~~municipal operations and programs~~ to serve as ex-officio member of board.

The director of community development~~municipal operations and programs~~ shall serve as an ex-officio member of the art and culture board, without voting privileges.

(Code 2017, § 20-162; Ord. No. 2823, § 2, 6-23-2014)

Section 4. Section 17-140, Powers and Duties of Board, of Article III, Art and Culture Center and Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 17-140, Powers and Duties of Board, is enacted in lieu thereof, as follows:

Sec. 17-140. Powers and duties of board.

The city art and culture board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes.
- (2) To develop and provide an art and culture program for the citizens of the city based on the level of financial support provided by the city council and other entities.
- (3) To determine the operations and programming policy for the city art and culture center, which will be administered by the department of community development through the ~~visitors and~~ tourism/cultural programs division manager.
- (4) To participate, if requested by the director of community development, in the selection process of the ~~visitors and~~ tourism/cultural programs division manager.
- ~~(5) Jointly with the director of municipal operations and programs, to evaluate the performance of the visitors and tourism/cultural programs division manager on a yearly basis.~~
- (56) To make recommendations to the city council regarding the disposition of all gifts, allocations, devices and bequests that may be made in the city for the purpose of establishing, increasing or improving the city art and culture program or the development of the art and culture center. However, when any such gift, donation, devise or bequest is conditioned on any act of the city, the city council must first determine whether such condition can be met.
- ~~(67)~~ To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the provision of art, theater, music or other cultural services.
- ~~(78)~~ On behalf of the city, to accept gifts or purchase works of art ~~and select or make purchases of pictures, portraits, statuary and relics, and other objects of art, in the original and in replicas or copies, books, periodicals, papers and journals on the subject of art, and furniture, fixtures, stationery and supplies for such art.~~
- (89) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-163; Ord. No. 2823, § 2, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: March 25, 2024
SUBJECT: City Code of Ordinances Change Request – Tourism Board

Attached please find recommended changes to the City Code of Ordinances Chapter 17, Article VIII. Visitors And Tourism Board.

The document is red-lined so you can easily see proposed updates. Most of the changes were made to update the division name to Tourism, removing the Visitors wording.

Another change is reducing the number of board members from nine to seven. This board has struggled to meet the quorum requirements and recruit the needed number of board members. The final change shifts HR functions of hiring and evaluations to city staff.

These changes have been discussed and approved by the Tourism board and staff recommends City Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE III, VISITORS AND TOURISM BOARD, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA CONSISTING OF SECTION 17-299, CREATED; SECTION 17-300, MEMBERSHIP OF BOARD; APPOINTMENT OF MEMBERS; SECTION 17-301, TERM OF OFFICE OF BOARD MEMBERS; SECTION 17-302, COMPENSATION OF MEMBERS OF BOARD; SECTION 17-303, ABSENCE OF MEMBERS FROM BOARD MEETINGS; SECTION 17-304, DIRECTOR OF COMMUNITY DEVELOPMENT TO SERVE AS EX-OFFICIO MEMBER OF BOARD; SECTION 17-305, POWERS AND DUTIES OF BOARD; AND SECTION 17-306, APPROPRIATION OF FUNDS FOR VISITORS AND TOURISM SERVICES AND PROGRAMS, BY STRIKING SAID ARTICLE IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW ARTICLE III, TOURISM BOARD, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES (EXCEPT TO CONFORM TO THE CHANGE OF NAME) SO AS TO CHANGE THE TITLE OF THE VISITORS AND TOURISM BOARD TO THE TOURISM BOARD, TO REDUCE THE NUMBER OF MEMBERS FROM NINE TO SEVEN; TO CLARIFY BOARD MEETING ATTENDANCE REQUIREMENTS; AND TO ELIMINATE BOARD PARTICIPATION IN CITY EMPLOYMENT FUNCTIONS.

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

Article III, Visitors and Tourism Board, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Article III, Tourism Board, consisting of Section 17-299, Created, Section 17-300, Membership of Board; Appointment of Members, Section 17-301, Term of Office of Board Members, Section 17-302, Compensation of Members of Board, Section 17-303, Absence of Members From Board Meetings, Section 17-304, Director of Community Development to Serve as Ex-Officio Member of Board, Section 17-305, Powers and Duties of Board, and Section 17-306, Appropriation of Funds for Tourism Services and Programs, is enacted in lieu thereof, as follows:

□ **ARTICLE VIII. - ~~VISITORS AND~~ TOURISM BOARD**

Sec. 17-299. Created.

There is hereby established in the city a city ~~visitors and~~ tourism board.

(Code 2017, § 20-321; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-300. Membership of board; appointment of members.

- (a) The city ~~visitors and~~ tourism board shall be composed of seven members.
- (b) The members shall be qualified by general knowledge or experience in matters related to ~~visitors and~~ tourism programs.
- (c) Members shall not hold any elective position in the city.
- (d) The members shall be appointed by the mayor, subject to approval of the city council.
- (e) An effort shall be made to appoint members to the board who represent various segments of the hospitality industry, including, festivals, special events, attractions, lodging, dining, the University of Northern Iowa, city businesses, and the community at-large while making a good faith effort to maintain gender equity as required by state law.
- (f) In so far as reasonably practicable, appointees for membership on the board shall be residents of the city, or, if that is not reasonably practicable, shall have a place of employment in the city. Appointees who are neither residents of the city nor who have a place of employment in the city may be eligible for appointment to the board upon a finding of the unavailability of qualified applicants, as determined by the mayor. Any person who is a member of the board on the date of adoption of the ordinance from which this article is derived who does not meet the qualifications for membership set forth herein shall continue to be eligible to serve as a member of the board until both the expiration of his current term and the member's nonreappointment by the mayor to an additional term.

(Code 2017, § 20-322; Ord. No. 2820, § 1, 6-9-2014; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-301. Term of office of board members.

The term of office of the members of the city ~~visitors and~~ tourism board shall be three years. Appointments to fill vacancies shall be for the unexpired term of any board member.

(Code 2017, § 20-323; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-302. Compensation of members of board.

All members of the city ~~visitors and~~ tourism board shall serve without compensation, except for their actual expenses, which shall be subject to the approval of the city council.

(Code 2017, § 20-324; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-303. Absence of members from board meetings.

Members of the city ~~visitors and~~ tourism board absent from three consecutive or five total meetings of the board in a year, except in the case of sickness or temporary absence from the city, without due explanation of absence, shall surrender their office. The mayor shall then fill the vacant position, with city council approval.

(Code 2017, § 20-325; Ord. No. 2823, § 3, 6-23-2014)

Sec. 17-304. Director of community development to serve as ex-officio member of board.

The director of community development shall serve as an ex-officio member of the city ~~visitors and~~ tourism board, without voting privileges.

(Code 2017, § 20-326; Ord. No. 2823, § 3, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

Sec. 17-305. Powers and duties of board.

The city ~~visitors and~~ tourism board shall have and possess the following powers and duties and such other powers as may be incidental thereto as necessary, and such other powers as may be expressly conferred upon it by law:

- (1) To adopt rules and regulations governing the board's organization and procedure as may be deemed necessary. All bylaws, rules or regulations shall be consistent with state, federal and local statutes and shall be subject to the approval of the city council.
- (2) To develop and provide ~~visitors and~~ tourism programs for visitors to the city based on the level of financial support provided by the city council and other entities.
- (3) To enhance the economic development of the city by promoting the city as a visitors destination and as a viable setting to hold meetings, conventions, special events and community attractions.
- (4) To determine the operations and programming policy for ~~visitors and~~ tourism events, that will be administered by the department of community development through the manager of ~~visitors and~~ tourism/cultural programs division.
- ~~(5) To participate, if requested by the director of community development, in the selection process of the visitors and tourism/cultural programs division manager.~~
- ~~(6) Jointly with the director of municipal operations and programs, to evaluate the performance of the manager of visitors and tourism/cultural programs division on a yearly basis. The board may recommend to the director that the manager of visitors and tourism/cultural programs division be dismissed for cause, incompetency, inattention to duties or failure to provide satisfactory program leadership, following a vote of two-thirds of the board members and compliance with the city's personnel policy and procedures.~~
- (~~5~~7) To serve as the city's review agency and coordinator of all outside agency and special group requests for city financial support related to the use of hotel/motel tax proceeds to support visitors and tourism services.
- (~~6~~8) To recommend to the city council the approval of grants, projects or programs when necessary and timely as a part of the city's annual budget process.
- (~~7~~9) To recommend to the city council for its approval guidelines and policies related to grant application processes, procedures and authorizations.
- (~~8~~10) To recommend to the city council expenditures by the community development department on behalf of the city and board in conformance with the board's program policies.

(Code 2017, § 20-327; Ord. No. 2823, § 3, 6-23-2014; Ord. No. 2943, § 4, 6-3-2019)

Sec. 17-306. Appropriation of funds for ~~visitors and~~ tourism services and programs.

The city council may annually appropriate a sum of money from the city's share of state hotel/motel tax receipts for the payment of a portion of the expense of operating the ~~visitors and~~ tourism/cultural programs division and programs.

(Code 2017, § 20-328; Ord. No. 2823, § 3, 6-23-2014)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: March 25, 2024
SUBJECT: City Code of Ordinances Change Request – Tourism Board II

Attached please find recommended changes to the City Code of Ordinances Subsection (15) of Section 2-277, Subpart of Subsection (B) of Section 2-654, and Subsection (14) of Section 2-655.

Upon approval of the revisions to the previously mentioned City Code of Ordinances Chapter 17, Article VIII. Visitors And Tourism Board, we suggest these additional updates to keep division and building names consistent throughout the code including the references in sections relating to information provided to City Council and duties of the Director of Community Development.

The document is red-lined so you can easily see proposed updates.

Staff recommends Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. _____

AN ORDINANCE CHANGING REFERENCES TO THE VISITORS AND TOURISM BOARD TO REFERENCES TO THE TOURISM BOARD, BY AMENDING THE FOLLOWING:

SUBSECTION (15), OF SECTION 2-277, INFORMATION TO BE PROVIDED TO MAYOR AND COUNCIL, OF DIVISION 1, GENERALLY, OF ARTICLE IV, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION;

SUBPART 1(b) OF SUBSECTION (B), POWERS AND DUTIES, OF SECTION 2-654, DIRECTOR OF COMMUNITY DEVELOPMENT—GENERALLY, OF DIVISION 1, GENERALLY, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION;

SUBSECTION (14), OF SECTION 2-655, DIRECTOR OF COMMUNITY DEVELOPMENT—DUTIES RELATIVE TO BOARDS, COMMISSIONS AND COMMITTEES, OF DIVISION 1, GENERALLY, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION;

ALL IN THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Unnumbered Subsection (15), of Section 2-277, Information to be Provided to Mayor and Council, of Division 1, Generally, of Article IV, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new unnumbered Subsection (15) is enacted in lieu thereof, as follows:

Sec. 2-277. Information to be provided to mayor and council.

The following boards and commissions of the city, together with any other boards or commissions of the city established by the city council from time to time, shall provide the mayor and the city council with the following available information as to notice and agenda of official meetings, minutes of all official meetings, financial information and reports, as the information is provided to the following boards and commissions:

[unchanged provisions omitted]

- (15) ~~Visitors and T~~ourism board.

Section 2. Unnumbered Subpart 1(b), of Subsection (b), Powers and Duties, of Section 2-654, Director of Community Development—Generally, of Division 1, Generally, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Unnumbered Subpart 1(b) is enacted in lieu thereof, as follows:

Sec. 2-654. Director of community development—Generally.

[unchanged provisions omitted]

(b) *Powers and duties.*

- (1) The director of community development shall supervise, direct and manage the conduct of the following divisions:
 - a. Planning and community services.
 - b. ~~Visitors and T~~ourism/cultural programs.
 - c. Inspection services.
 - d. Recreation and community programs.

Section 2. Unnumbered Subsection (14), of Section 2-655, Director of Community Development—Duties Relative to Boards, Commissions and Committees, of Division 1, Generally, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Unnumbered Subsection (14) is enacted in lieu thereof, as follows:

Sec. 2-655. Director of community development—Duties relative to boards, commissions and committees.

The director of community development or the director's designee shall meet regularly with and furnish such assistance and information to the following commissions, boards, committees and other organizations when necessary:

[unchanged provisions omitted]

- (14) ~~Visitors and T~~ourism board.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: March 25, 2024
SUBJECT: City Code of Ordinances Change Request – Tourism Board III

Attached please find recommended changes to the City Code of Ordinances Division 3, Visitors And Tourism/Cultural Programs Division, of Article VI, Department of Community Development, Chapter 2, Administration.

Upon approval of the revisions to the previously mentioned City Code of Ordinances Chapter 17, Article VIII. Visitors And Tourism Board, we suggest these additional updates to keep division and building names consistent throughout the code including the references in sections relating to information about the division and its manager.

The document is red-lined so you can easily see proposed updates.

Staff recommends Council approval.

Cc: Stephanie Houk Sheetz, Community Development Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING DIVISION 3, VISITORS AND TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, CONSISTING OF SECTION 2-715, CREATED; SECTION 2-716, POWERS AND DUTIES; SECTION 2-717, MANAGER; AND SECTION 2-718, ACTING MANAGER BY STRIKING SAID DIVISION IN ITS ENTIRETY AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, CONSISTING OF THE SAME SECTIONS WITH THE SAME TITLES, SO AS TO CHANGE THE NAME OF THE DIVISION.

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

Division 3, Visitors and Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby stricken in its entirety and a new Division 3, Tourism/Cultural Programs Division, consisting of Section 2-715, Created, Section 2-716, Powers and Duties, Section 2-717, Manager, and Section 2-718, Acting Manager, is enacted in lieu thereof, as follows:

DIVISION 3. ~~VISITORS AND~~ TOURISM/CULTURAL PROGRAMS DIVISION¹

Sec. 2-715. Created.

The ~~visitors and~~ tourism/cultural programs division of the department of community development for the city is hereby created.

(Code 2017, § 2-581; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

Sec. 2-716. Powers and duties.

- (a) It shall be the duty of the ~~visitors and~~ tourism/cultural programs division of the department of community development to provide ~~visitors and~~ tourism programs and services for the visitors and tourists to the city that promote overnight lodging, purchase of goods and services from city businesses, and promote special events, festivals, and attractions in the city; and to provide cultural programs for the citizens of the city, including fine arts, performing arts, spectator arts and crafts.
- (b) The division shall have the power to operate and maintain the ~~visitors and~~ tourism/cultural programs services offices, in compliance with the operations and programming policy prescribed by the city ~~visitors~~

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~~and~~ tourism board, the director of community development, and the city council; and to operate and maintain the ~~James and Meryl~~ Hearst ~~Art and Culture~~ Center ~~for the Arts~~, in compliance with the operations and programming policy prescribed by the city art and culture board, the director of community development, and the city council.

(Code 2017, § 2-582; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

Sec. 2-717. Manager.

- (a) *Appointment.* A ~~visitors and~~ tourism/cultural programs division manager shall be appointed by the director of community development. Such appointment shall be in accordance with all statutory civil service procedures.
- (b) *Powers and duties.* The ~~visitors and~~ tourism/cultural programs division manager shall supervise, direct and manage the ~~visitors and~~ tourism/cultural programs division. The manager's powers and duties shall be as follows:
- (1) To promulgate orders, rules and regulations for the conduct and guidance of the members of the ~~visitors and~~ tourism/cultural programs division within the parameters of city, departmental, ~~visitors and~~ tourism board policies, and art and culture board policies.
 - (2) To make an annual report of the activities of the division for each fiscal year, to be filed with the community development director, the ~~visitors and~~ tourism board, the art and culture board, and the city council.
 - (3) To assign the personnel of the ~~visitors and~~ tourism/cultural programs division as deemed necessary to carry out the functions of the ~~visitors and~~ tourism/cultural programs division, and to prescribe rules and regulations for the conduct and management of the division consistent with city and departmental policies, ~~visitors and~~ tourism board policies, and art and culture board policies.
 - (4) To perform or cause to be performed any other duties as directed by the director of community development.
 - (5) To manage the ~~visitors and~~ tourism offices, programs and projects in accord with operations and programming policies established by the city ~~visitors and~~ tourism board, the director of community development, and the city council; and to manage the ~~James and Meryl~~ Hearst ~~Art and Culture~~ Center ~~for the Arts~~, in compliance with operations and programming policies established by the city art and culture board, the director of community development, and the city council.
 - (6) To implement a full range of ~~visitors and~~ tourism programs for the city within the financial constraints and program offerings recommended by the ~~visitors and~~ tourism board and authorized by the city council.
 - (7) To implement a full range of art and cultural programs for the city within the financial constraints and program offerings recommended by the art and culture board and authorized by the city council.
 - (8) To maintain for the city ~~visitors and~~ tourism board and for the art and culture board:
 - a. Full and complete records of all proceedings.
 - b. Full and complete records of all receipts and disbursements in conjunction with the financial services division.
 - c. Full and complete records of all donations, devices and bequests received and disbursed, or placed in special accounts in conjunction with the financial services division.
 - d. An inventory of all pictures, paintings, statues, relics, books, papers, journals, supplies, equipment, and other property held by the division in the city's name in conjunction with the financial services division.

(Code 2017, § 2-583; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-2019)

Sec. 2-718. Acting manager.

Whenever the ~~visitors and~~ tourism/cultural programs division manager is out of the city or is unable to act on account of sickness or for any other reason, including those periods of time when the director of community development has not appointed a ~~visitors and~~ tourism/cultural programs division manager, the ~~visitors and~~ tourism/cultural programs division manager or the director of community development shall appoint a designee who shall have and exercise all the powers and duties of the ~~visitors and~~ tourism/cultural programs division manager.

(Code 2017, § 2-584; Ord. No. 2825, § 3, 6-23-2014; Ord. No. 2940, § 1, 6-3-201

Secs. 2-719—2-741. Reserved.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 04/01/24 COUNCIL MEETING

Item 24.

PREPARED 03/26/2024, 12:03:04
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 09/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1008-441.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	44.24			03/20/24
						POC#8031880-REPL. POSTAGE				02/27/24-03/17/24
						ACCOUNT TOTAL	44.24	.00	44.24	
101-1028-441.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	6.40			03/20/24
						POC#8031880-REPL. POSTAGE				02/27/24-03/17/24
						ACCOUNT TOTAL	6.40	.00	6.40	
101-1038-441.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	19.84			03/20/24
						POC#8031880-REPL. POSTAGE				02/27/24-03/17/24
						ACCOUNT TOTAL	19.84	.00	19.84	
101-1038-441.81-09						PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION				
1603		09/24 AP		03/25/24	0399848	DESSY STOYCHEVA	60.00			03/26/24
						WOMEN'S HISTORY MONTH				
1593		09/24 AP		03/22/24	0399829	ALIYA RAHMAN	60.00			03/22/24
						PANELIST-COMM. PEACE EVENT				
1593		09/24 AP		03/22/24	0399843	THAIRAR ABU-RAS	60.00			03/22/24
						PANELIST-COMM. PEACE EVENT				
1593		09/24 AP		03/22/24	0399844	YASER DAGGA	110.00			03/22/24
						PANELIST-COMM. PEACE EVENT				
1593		09/24 AP		03/22/24	0399842	SULEJMAN DIZDAREVIC	60.00			03/22/24
						PANELIST-COMM. PEACE EVENT				
1593		09/24 AP		03/22/24	0399838	EZRA LAMDAN	110.00			03/22/24
						PANELIST-COMM. PEACE EVENT				
1603		09/24 AP		03/22/24	0399856	THAIR ABU-RAS	60.00			03/26/24
						PANELIST-COMM. PEACE EVENT				
1593		09/24 AP		03/20/24	0399835	BOCK, SONJA	81.08			03/22/24
						RMB:FOOD FOR HRC EVENT				
						ACCOUNT TOTAL	601.08	.00	601.08	
101-1038-441.81-32						PROFESSIONAL SERVICES / TUITION ASSISTANCE				
1593		09/24 AP		03/20/24	0399841	SMITH JR, TIMOTHY B	1,109.25			03/22/24
						TUITION REIMBURSEMENT				CRISIS COMM. & LDRSHIP.
						ACCOUNT TOTAL	1,109.25	.00	1,109.25	
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				

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FUND 101 GENERAL FUND										
101-1048-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	3.20			03/20/24
						POC#8031880-REPL POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	3.20	.00	3.20	
101-1060-423.72-99 OPERATING SUPPLIES / POSTAGE										
1576		09/24 AP		03/17/24	0399810	CMRS-POC	14.56			03/20/24
						POC#8031880-REPL POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	14.56	.00	14.56	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	12.00			03/22/24
						RCD:RESOLUTION #23,545				
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	12.00			03/22/24
						RCD:QUIT CLAIM DEED				
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	5.00			03/22/24
						RCD:DEED FEE				
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	12.00			03/22/24
						RCD:QUIT CLAIM DEED				
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	5.00			03/22/24
						RCD:DEED FEE				
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	32.00			03/22/24
						RCD:RESOLUTION #23,546				
1593		09/24 AP		03/19/24	0399833	BLACK HAWK CO.RECORDER	62.00			03/22/24
						RCD:RESOLUTION #23,552				
1545		09/24 AP		03/05/24	0399803	BLACK HAWK CO.RECORDER	37.00			03/14/24
						RCD:ORD.NO.3048				
						ACCOUNT TOTAL	177.00	.00	177.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	60.61			03/22/24
						UTILITIES THRU 03/10/24				
						ACCOUNT TOTAL	60.61	.00	60.61	
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1593		09/24 AP		03/20/24	0399830	BERGEN PLUMBING	105.00			03/22/24
						REFUND-MECHANICAL PERMIT				
						#24-0915;WRONG PERMIT				
1593		09/24 AP		03/20/24	0399831	BERGEN PLUMBING	125.00			03/22/24
						REFUND-MECHANICAL PERMIT				
						#24-0918;WRONG PERMIT				
						ACCOUNT TOTAL	230.00	.00	230.00	

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FUND 101 GENERAL FUND										
101-2205-432.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	.64			03/20/24
						POC#8031880-REPL.POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	.64	.00	.64	
101-2235-412.71-07						OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	63.07			03/20/24
						POC#8031880-REPL.POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	63.07	.00	63.07	
101-2235-412.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	40.06			03/20/24
						POC#8031880-REPL.POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	40.06	.00	40.06	
101-2235-412.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1593		09/24 AP		03/20/24	0399840	MAI, JASON	684.76			03/22/24
						RMB:TRAVEL-EDUCODE CONF.				
						LAS VEGAS, NV				
						ACCOUNT TOTAL	684.76	.00	684.76	
101-2245-442.72-19						OPERATING SUPPLIES / PRINTING				
1576		09/24 AP		03/19/24	0399807	BLACK HAWK CO.RECORDER	7.00			03/20/24
						RCD:LIEN NTC.& PROM.NOTE				
						YVONNE PHILLIPS				
						ACCOUNT TOTAL	7.00	.00	7.00	
101-2245-442.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	37.95			03/20/24
						POC#8031880-REPL.POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	37.95	.00	37.95	
101-2253-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	93.28			03/20/24
						POC#8031880-REPL.POSTAGE				
						02/27/24-03/17/24				
						ACCOUNT TOTAL	93.28	.00	93.28	
101-2253-423.85-01						UTILITIES / UTILITIES				

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2253-423.85-01						UTILITIES / UTILITIES	continued		
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	4,748.25		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	4,748.25	.00	4,748.25
101-2253-423.85-05						UTILITIES / THE FALLS POOL UTILITIES			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	930.64		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	930.64	.00	930.64
101-2253-423.86-30						REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
1545		09/24 AP		03/11/24	0399804	SCHOENTAG, CHRISTOPHER	43.76		03/14/24
						RMB:ZIP TIES;DRAIN;PEG BOARD HOOKS			
						ACCOUNT TOTAL	43.76	.00	43.76
101-2253-423.89-14						MISCELLANEOUS SERVICES / REFUNDS			
1603		09/24 AP		03/25/24	0399853	SARAH JEANES	140.00		03/26/24
						REFUND-LIFEGUARDING CLASS			
1593		09/24 AP		03/19/24	0399837	CHEYANNE MCKINLEY	60.00		03/22/24
						REFUND-SOFTBALL CANCELLED			
1576		09/24 AP		03/18/24	0399826	SHANNON ZIERKE	60.00		03/20/24
						REFUND-SOFTBALL CANCELLED			
1576		09/24 AP		03/14/24	0399822	NICOLE KANNEGIETER	90.00		03/20/24
						REFUND-LIFEGUARD COURSE LESS 40% CANCELLATION FEE			
						ACCOUNT TOTAL	350.00	.00	350.00
101-2280-423.72-99						OPERATING SUPPLIES / POSTAGE			
1576		09/24 AP		03/17/24	0399810	CMRS-POC	58.12		03/20/24
						POC#8031880-REPL.POSTAGE 02/27/24-03/17/24			
						ACCOUNT TOTAL	58.12	.00	58.12
101-2280-423.85-01						UTILITIES / UTILITIES			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	905.45		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	905.45	.00	905.45
101-2280-423.89-14						MISCELLANEOUS SERVICES / REFUNDS			
1576		09/24 AP		03/18/24	0399815	KENDALLE ALQUWAIE	250.00		03/20/24

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FUND 101 GENERAL FUND										
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
REFUND-SECURITY DEPOSIT										
ACCOUNT TOTAL							250.00	.00	250.00	
101-4511-414.72-99 OPERATING SUPPLIES / POSTAGE										
1576		09/24 AP		03/17/24	0399810	CMRS-POC	102.48			03/20/24
POC#8031880-REPL.POSTAGE 02/27/24-03/17/24										
ACCOUNT TOTAL							102.48	.00	102.48	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1603		09/24 AP		03/01/24	0399855	TEJEDA-GASCA, STEPHANIE	21.39			03/26/24
RMB:STUDY APP.-FF1 CERT.										
1603		09/24 AP		03/01/24	0399846	CHASE, CHAD	21.39			03/26/24
RMB:STUDY APP.-FF1 CERT.										
ACCOUNT TOTAL							42.78	.00	42.78	
101-4511-414.85-01 UTILITIES / UTILITIES										
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	1,595.52			03/22/24
UTILITIES THRU 03/10/24										
ACCOUNT TOTAL							1,595.52	.00	1,595.52	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	178.24			03/22/24
UTILITIES THRU 03/10/24										
ACCOUNT TOTAL							178.24	.00	178.24	
101-5521-415.72-08 OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT										
1603		09/24 AP		03/10/24	0399857	U.S. CELLULAR	94.32			03/26/24
COVERT CAMERA CELL PLAN 03/09-04/08/24										
ACCOUNT TOTAL							94.32	.00	94.32	
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM										
1603		09/24 AP		03/06/24	0399849	ETRINGER, KRISTINE	145.00			03/26/24
RMB:REG.ISRLOA ANN.CONF. WEST DES MOINES										
1603		09/24 AP		03/06/24	0399850	HINES, CORY	145.00			03/26/24
RMB:REG.ISRLOA ANN.CONF. WEST DES MOINES										
1603		09/24 AP		03/06/24	0399845	BUCK, MATT	145.00			03/26/24
RMB:REG.ISRLOA ANN.CONF. WEST DES MOINES										

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FUND 101 GENERAL FUND										
101-5521-415.72-33						OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM			continued	
1603		09/24 AP		03/06/24	0399847	CROSS, KEVIN	145.00		03/26/24	
		RMB:REG.ISRLOA ANN.CONF.				WEST DES MOINES				
1603		09/24 AP		03/06/24	0399854	SPRAY, ADAM	145.00		03/26/24	
		RMB:REG.ISRLOA ANN.CONF.				WEST DES MOINES				
1603		09/24 AP		03/06/24	0399851	JAEGER, DAN	145.00		03/26/24	
		RMB:REG.ISRLOA ANN.CONF.				WEST DES MOINES				
		ACCOUNT TOTAL						870.00	0.00	870.00
101-5521-415.72-99						OPERATING SUPPLIES / POSTAGE				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	40.18		03/20/24	
		POC#8031880-REPL.POSTAGE				02/27/24-03/17/24				
		ACCOUNT TOTAL						40.18	0.00	40.18
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1603		09/24 AP		03/06/24	0399849	ETRINGER, KRISTINE	20.00		03/26/24	
		RMB:ISRLOA MEMBERSHIP DUE								
1603		09/24 AP		03/06/24	0399850	HINES, CORY	20.00		03/26/24	
		RMB:ISRLOA MEMBERSHIP DUE								
1603		09/24 AP		03/06/24	0399845	BUCK, MATT	20.00		03/26/24	
		RMB:ISRLOA MEMBERSHIP DUE								
1603		09/24 AP		03/06/24	0399847	CROSS, KEVIN	20.00		03/26/24	
		RMB:ISRLOA MEMBERSHIP DUE								
1603		09/24 AP		03/06/24	0399854	SPRAY, ADAM	20.00		03/26/24	
		RMB:ISRLOA MEMBERSHIP DUE								
1603		09/24 AP		03/06/24	0399851	JAEGER, DAN	20.00		03/26/24	
		RMB:ISRLOA MEMBERSHIP DUE								
		ACCOUNT TOTAL						120.00	0.00	120.00
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1603		09/24 AP		03/18/24	0399858	ZOLONDEK, JOHN	85.60		03/26/24	
		RMB:UNIFORM ALLOWANCE				AMAZON.COM				
1576		09/24 AP		03/12/24	0399812	HOWARD, MARK A.	85.60		03/20/24	
		RMB:UNIFORM ALLOWANCE				AMAZON.COM				
1603		09/24 AP		03/11/24	0399852	PURDY, TROY	128.35		03/26/24	
		RMB:UNIFORM ALLOWANCE				AMAZON.COM				
		ACCOUNT TOTAL						299.55	0.00	299.55
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	1.28		03/20/24	
		POC#8031880-REPL.POSTAGE				02/27/24-03/17/24				
		ACCOUNT TOTAL						1.28	0.00	1.28

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GROUP	PO	ACCTG	---TRANSACTION---			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT	
FUND 101 GENERAL FUND									
101-6613-433.85-01						UTILITIES / UTILITIES			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	595.47		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	595.47	.00	595.47
101-6616-446.85-01						UTILITIES / UTILITIES			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	6,583.21		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	6,583.21	.00	6,583.21
101-6623-423.85-01						UTILITIES / UTILITIES			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	1,417.42		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	1,417.42	.00	1,417.42
101-6625-432.72-99						OPERATING SUPPLIES / POSTAGE			
1576		09/24 AP		03/17/24	0399810	CMRS-POC	2,680.86		03/20/24
						POC#8031880-REPL.POSTAGE			02/27/24-03/17/24
						ACCOUNT TOTAL	2,680.86	.00	2,680.86
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1576		09/24 AP		03/17/24	0399810	CMRS-POC	4.48		03/20/24
						POC#8031880-REPL.POSTAGE			02/27/24-03/17/24
						ACCOUNT TOTAL	4.48	.00	4.48
101-6633-423.85-01						UTILITIES / UTILITIES			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	2,161.51		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	2,161.51	.00	2,161.51
						FUND TOTAL	27,266.46	.00	27,266.46

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL			
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	134.80		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	134.80	.00	134.80
206-6637-436.72-99 OPERATING SUPPLIES / POSTAGE									
1576		09/24 AP		03/17/24	0399810	CMRS-POC	1.28		03/20/24
						POC#8031880-REPL.POSTAGE 02/27/24-03/17/24			
						ACCOUNT TOTAL	1.28	.00	1.28
206-6637-436.85-01 UTILITIES / UTILITIES									
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	1,175.78		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	1,175.78	.00	1,175.78
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1576		09/24 AP		01/17/24	0399805	AECOM TECHNICAL SERVICES, INC	2,667.55		03/20/24
						3240-W. 27TH ST. RECON. THRU 1/12/24-REDO#145342			
						PROJECT#: 023240			
						ACCOUNT TOTAL	2,667.55	.00	2,667.55
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1576		09/24 AP		03/17/24	0399810	CMRS-POC	16.63		03/20/24
						POC#8031880-REPL.POSTAGE 02/27/24-03/17/24			
						ACCOUNT TOTAL	16.63	.00	16.63
206-6647-436.85-01 UTILITIES / UTILITIES									
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	1,754.65		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	1,754.65	.00	1,754.65
						FUND TOTAL	5,750.69	.00	5,750.69

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
	1576	09/24	AP	03/17/24	0040131	217-2214-432.72-99 OPERATING SUPPLIES / POSTAGE CMRS-POC	182.42			03/20/24
						POC#8031880-REPL.POSTAGE 02/27/24-03/17/24				
						ACCOUNT TOTAL	182.42	.00	182.42	
						FUND TOTAL	182.42	.00	182.42	
FUND 223 COMMUNITY BLOCK GRANT										
	1576	09/24	AP	03/17/24	0004871	223-2224-432.72-99 OPERATING SUPPLIES / POSTAGE CMRS-POC	1.28			03/20/24
						POC#8031880-REPL.POSTAGE 02/27/24-03/17/24				
						ACCOUNT TOTAL	1.28	.00	1.28	
						FUND TOTAL	1.28	.00	1.28	
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
	1576	09/24	AP	01/18/24	0399805	242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON AECOM TECHNICAL SERVICES, INC	61,636.29			03/20/24
						PROJECT#: 023271 3271-N. CEDAR HEIGHTS PH1 12/9-1/12/24-REDO#145342				
	1576	09/24	AP	01/12/24	0399805	AECOM TECHNICAL SERVICES, INC	13,030.89			03/20/24
						PROJECT#: 023271 3271-N. CEDAR HEIGHTS PH1 12/2/23-1/5/24REDO#145342				
						ACCOUNT TOTAL	74,667.18	.00	74,667.18	
						FUND TOTAL	74,667.18	.00	74,667.18	
FUND 254 CABLE TV FUND										
	1576	09/24	AP	03/17/24	0399810	254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES CMRS-POC	7.04			03/20/24
						POC#8031880-REPL.POSTAGE 02/27/24-03/17/24				
						ACCOUNT TOTAL	7.04	.00	7.04	
	1576	09/24	AP	03/06/24	0399823	254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) OTT, JEREMY	12.00			03/20/24
						RMB:PRKG.-BOYS STATE BB DES MOINES				

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) continued									
						ACCOUNT TOTAL	12.00	.00	12.00
						FUND TOTAL	19.04	.00	19.04
FUND 258 PARKING FUND									
258-5531-435.72-99 OPERATING SUPPLIES / POSTAGE									
1576		09/24	AP	03/17/24	0399810	CMRS-POC	3.68		03/20/24
						POC#8031880-REPL.POSTAGE			02/27/24-03/17/24
						ACCOUNT TOTAL	3.68	.00	3.68
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1593		09/24	AP	03/10/24	0399836	CEDAR FALLS UTILITIES	16.80		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	16.80	.00	16.80
						FUND TOTAL	20.48	.00	20.48
FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
1576		09/24	AP	03/17/24	0399810	CMRS-POC	23.41		03/20/24
						POC#8031880-REPL.POSTAGE			02/27/24-03/17/24
						ACCOUNT TOTAL	23.41	.00	23.41
						FUND TOTAL	23.41	.00	23.41
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.72-99 OPERATING SUPPLIES / POSTAGE									
1576		09/24	AP	03/17/24	0399810	CMRS-POC	1.28		03/20/24
						POC#8031880-REPL.POSTAGE			02/27/24-03/17/24
						ACCOUNT TOTAL	1.28	.00	1.28
262-1092-423.85-01 UTILITIES / UTILITIES									
1593		09/24	AP	03/10/24	0399836	CEDAR FALLS UTILITIES	127.40		03/22/24
						UTILITIES THRU 03/10/24			
						ACCOUNT TOTAL	127.40	.00	127.40

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GROUP	PO	ACCTG	-----TRANSACTION-----			DESCRIPTION	DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE		
									POST DT	
FUND 262	SENIOR SERVICES & COMM CT									
	FUND TOTAL							128.68	.00	128.68
FUND 291	POLICE FORFEITURE FUND									
FUND 292	POLICE RETIREMENT FUND									
FUND 293	FIRE RETIREMENT FUND									
FUND 294	LIBRARY RESERVE									
FUND 295	SOFTBALL PLAYER CAPITAL									
FUND 296	GOLF CAPITAL									
FUND 297	REC FACILITIES CAPITAL									
FUND 298	HEARST CAPITAL									
FUND 311	DEBT SERVICE FUND									
FUND 402	WASHINGTON PARK FUND									
FUND 404	FEMA									
404-1220-431.92-37	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS									
1576	09/24	AP	03/17/24	0399810	CMRS-POC	14.08			03/20/24	
				POC#8031880-REPL.	POSTAGE				02/27/24-03/17/24	
PROJECT#:	012017									
	ACCOUNT TOTAL							14.08	.00	14.08
	FUND TOTAL							14.08	.00	14.08
FUND 405	FLOOD RESERVE FUND									
FUND 407	VISION IOWA PROJECT									
FUND 408	STREET IMPROVEMENT FUND									
FUND 410	CORONAVIRUS LOCAL RELIEF									
FUND 430	2004 TIF BOND									
430-1220-431.91-10	LAND / INDUSTRIAL PARK LAND ACQ									
1593	09/24	AP	03/10/24	0399836	CEDAR FALLS UTILITIES	36.25			03/22/24	
				UTILITIES THRU	03/10/24					
	ACCOUNT TOTAL							36.25	.00	36.25
430-1220-431.97-70	TIF BOND PROJECTS / VIKING ROAD									
1593	09/24	AP	03/20/24	0399834	BLACK HAWK CO.RECORDER	27.00			03/22/24	
				3212-W.VIKING RD. RECON.	TEMP.EASE.-MUNCY-PCL.#12					
PROJECT#:	023212									
1593	09/24	AP	03/20/24	0399834	BLACK HAWK CO.RECORDER	27.00			03/22/24	
				3212-W.VIKING RD. RECON.	TEMP.EASE.-MCELVAIN-#20					
PROJECT#:	023212									
1593	09/24	AP	03/20/24	0399834	BLACK HAWK CO.RECORDER	27.00			03/22/24	
				3212-W.VIKING RD. RECON.	TEMP.EASE.-DICKINSON-#21					
PROJECT#:	023212									
1593	09/24	AP	03/20/24	0399834	BLACK HAWK CO.RECORDER	27.00			03/22/24	
				3212-W.VIKING RD. RECON.	TEMP.EASE.-BARIDON-#22					
PROJECT#:	023212									

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	--- TRANSACTION --- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT	
FUND 430 2004 TIF BOND										
430-1220-431	97-70	TIF BOND PROJECTS / VIKING ROAD								continued
1593		09/24	AP	03/20/24	0399834	BLACK HAWK CO.RECORDER	27.00		03/22/24	
				3212-W.VIKING RD. RECON.		TEMP.EASE.-JERNIGAN-#23				
	PROJECT#:			023212						
1593		09/24	AP	03/20/24	0399834	BLACK HAWK CO.RECORDER	32.00		03/22/24	
				3212-W.VIKING RD. RECON.		TEMP.EASE.-NAUHOLZ-#24				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399817	LARRY JOHANSEN & ANNA KALKHOF	370.00		03/20/24	
				3212-PARCEL#1-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399828	TROY & ANDREA SCHLOTMAN	350.00		03/20/24	
				3212-PARCEL#2-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399821	MATTHEW & SARAH SCHULTES	500.00		03/20/24	
				3212-PARCEL#4-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399825	ROBERT ZEY	470.00		03/20/24	
				3212-PARCEL#5-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399827	STEPHEN & JANICE RIGGS	13,610.00		03/20/24	
				3212-PARCEL#7-W.VIKING RD		RECON.-PERM./TEMP.EASEMT.				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399819	MARVIN & JEAN MCELVAIN	980.00		03/20/24	
				3212-PRCL.#20-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399824	REBECCA DICKINSON	250.00		03/20/24	
				3212-PRCL.#21-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399818	LINDA JERNIGAN	770.00		03/20/24	
				3212-PRCL.#23-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399813	JACOB & JESSICA NAUHOLZ	790.00		03/20/24	
				3212-PRCL.#24-W.VIKING RD		RECON.-TEMP.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399816	KMTC GROUP, LLC	38,200.00		03/20/24	
				3212-PCL.9/10-W.VIKING RD		RECON.-PERM.EASEMENT				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399820	MATTHEW & KRISTAIN MYERS	4,950.00		03/20/24	
				3212-PARCEL#8-W.VIKING RD		TEMP.EASE./TREE REMOVAL				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399811	DAVID CAMPBELL	6,310.00		03/20/24	
				3212-PRCL.#11-W.VIKING RD		TEMP.EASE./TREE REMOVAL				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399808	BRUCE & MARILYN BARIDON	1,570.00		03/20/24	
				3212-PRCL.#22-W.VIKING RD		RECON.-TEMP.EASE./DAMAGES				
	PROJECT#:			023212						
1576		09/24	AP	03/19/24	0399814	JOHN & NANCY MUNCY	5,030.00		03/20/24	
				3212-PRCL.#12-W.VIKING RD		RECON.-TEMP.EASE./DAMAGES				
	PROJECT#:			023212						
ACCOUNT TOTAL							74,317.00	.00	74,317.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430	2004	TIF BOND								
		FUND TOTAL					74,353.25	.00	74,353.25	
FUND 431	2014	BOND								
FUND 432	2003	BOND								
FUND 433	2001	TIF								
FUND 434	2024	BOND								
FUND 435	1999	TIF								
FUND 436	2012	BOND								
FUND 437	2018	BOND								
FUND 438	2020	BOND FUND								
FUND 439	2022	BOND FUND								
FUND 443	CAPITAL PROJECTS									
443-1220-431.94-33	CAPITAL PROJECTS / PROPERTY ACQUISITION									
1593	09/24 AP	03/10/24	0399836			CEDAR FALLS UTILITIES	248.98			03/22/24
						UTILITIES THRU 03/10/24				
		ACCOUNT TOTAL					248.98	.00	248.98	
		FUND TOTAL					248.98	.00	248.98	
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	2018	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									
1576	09/24 AP	03/17/24	0399810			CMRS-POC	14.08			03/20/24
						POC#8031880-REPL. POSTAGE				02/27/24-03/17/24
		ACCOUNT TOTAL					14.08	.00	14.08	
551-6685-436.72-99	OPERATING SUPPLIES / POSTAGE									
1576	09/24 AP	03/17/24	0399810			CMRS-POC	39.04			03/20/24
						POC#8031880-REPL. POSTAGE				02/27/24-03/17/24
		ACCOUNT TOTAL					39.04	.00	39.04	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-1593	436.85-01	UTILITIES / UTILITIES								
	09/24 AP	03/10/24	0399836		CEDAR FALLS UTILITIES	2,424.22			03/22/24	
					UTILITIES THRU 03/10/24					
					ACCOUNT TOTAL	2,424.22	.00		2,424.22	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
551-6685-1593	09/24 AP	03/15/24	0399832		BLACK HAWK CO.LANDFILL	20,720.41			03/22/24	
					LANDFILL SRV:3/1-3/15/24					
1576	09/24 AP	02/29/24	0399806		BLACK HAWK CO.LANDFILL	17,947.34			03/20/24	
					LANDFILL SRV:2/16-2/29/24					
					ACCOUNT TOTAL	38,667.75	.00		38,667.75	
					FUND TOTAL	41,145.09	.00		41,145.09	
FUND 552 SEWER RENTAL FUND										
552-6665-1576	436.72-99	OPERATING SUPPLIES / POSTAGE								
	09/24 AP	03/17/24	0399810		CMRS-POC	7.68			03/20/24	
					POC#8031880-REPL.POSTAGE					02/27/24-03/17/24
1576	09/24 AP	03/17/24	0399810		CMRS-POC	4.48			03/20/24	
					POC#8031880-REPL.POSTAGE					02/27/24-03/17/24
					ACCOUNT TOTAL	12.16	.00		12.16	
552-6665-436.85-01 UTILITIES / UTILITIES										
552-6665-1593	09/24 AP	03/10/24	0399836		CEDAR FALLS UTILITIES	12,194.14			03/22/24	
					UTILITIES THRU 03/10/24					
1593	09/24 AP	03/10/24	0399836		CEDAR FALLS UTILITIES	13,573.69			03/22/24	
					UTILITIES THRU 03/10/24					
					ACCOUNT TOTAL	25,767.83	.00		25,767.83	
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
552-6665-1593	09/24 AP	03/15/24	0399832		BLACK HAWK CO.LANDFILL	165.12			03/22/24	
					LANDFILL SRV:3/1-3/15/24					
					ACCOUNT TOTAL	165.12	.00		165.12	
552-6665-436.92-18 STRUCTURE IMPROV & BLDGS / I/I REDUCTION PROJECT										
552-6665-1593	09/24 AP	03/13/24	0399839		JEFF SCHLOBOHM	3,141.99			03/22/24	
					RMB:REMOVAL CROSS CONNECT					
					PROJECT#: 023291					
					ACCOUNT TOTAL	3,141.99	.00		3,141.99	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
FUND TOTAL							29,087.10	.00	29,087.10
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	1.28		03/20/24
					POC#8031880-REPL.POSTAGE	02/27/24-03/17/24			
ACCOUNT TOTAL							1.28	.00	1.28
555-6630-432.85-01 UTILITIES / UTILITIES									
1593		09/24 AP		03/10/24	0399836	CEDAR FALLS UTILITIES	49.18		03/22/24
						UTILITIES THRU 03/10/24			
ACCOUNT TOTAL							49.18	.00	49.18
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1576		09/24 AP		01/12/24	0399805	AECOM TECHNICAL SERVICES, INC	16,062.84		03/20/24
					3306-2023 STORMWATER PLAN	12/2/23-1/5/24REDO#145342			
					PROJECT#: 023306				
ACCOUNT TOTAL							16,062.84	.00	16,062.84
FUND TOTAL							16,113.30	.00	16,113.30
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.72-01					OPERATING SUPPLIES / OPERATING SUPPLIES				
1576		09/24 AP		03/17/24	0399810	CMRS-POC	6.40		03/20/24
					POC#8031880-REPL.POSTAGE	02/27/24-03/17/24			
ACCOUNT TOTAL							6.40	.00	6.40
FUND TOTAL							6.40	.00	6.40
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									

GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
FUND 686 PAYROLL FUND									
686-0000-222.05-00						PAYROLL LIABILITY / OTHER DEDUCTIONS PAYABLE			
1578		09/24 AP		03/20/24	0399809	CEDAR VALLEY UNITED WAY	120.00		03/20/24
						1ST QTR.2024 CONTRIBUTION			
ACCOUNT TOTAL							120.00	0.00	120.00
FUND TOTAL							120.00	0.00	120.00
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
FUND 689 LIABILITY INSURANCE FUND									
FUND 724 TRUST & AGENCY									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
GRAND TOTAL							269,147.84	0.00	269,147.84

COUNCIL INVOICES FOR 04/01/24 MEETING

Item 24.

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1604		10/24 AP	03/21/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	33.60			03/26/24
		9X12 & 10X13					ENVELOPES 5X8 LINED NOTEPADS				
1554		10/24 AP	03/12/24	0000000			COPY SYSTEMS INC.	214.23			03/26/24
		MAIL MACHINE INK									
1604		10/24 AP	03/12/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	22.78			03/26/24
		COPY PAPER									
1562		10/24 AP	03/07/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	.67			03/26/24
		9V BATTERIES									
		ACCOUNT TOTAL						271.28	.00		271.28
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1604		10/24 AP	03/21/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	9.96			03/26/24
		9X12 & 10X13					ENVELOPES 5X8 LINED NOTEPADS				
1604		10/24 AP	03/12/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	5.70			03/26/24
		COPY PAPER									
		ACCOUNT TOTAL						15.66	.00		15.66
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1604		10/24 AP	03/21/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	33.60			03/26/24
		9X12 & 10X13					ENVELOPES 5X8 LINED NOTEPADS				
1604		10/24 AP	03/12/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	28.49			03/26/24
		COPY PAPER									
		ACCOUNT TOTAL						62.09	.00		62.09
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1604		10/24 AP	03/21/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	12.45			03/26/24
		9X12 & 10X13					ENVELOPES 5X8 LINED NOTEPADS				
1604		10/24 AP	03/12/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	17.10			03/26/24
		COPY PAPER									
		ACCOUNT TOTAL						29.55	.00		29.55
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
1604		10/24 AP	03/12/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	2.28			03/26/24
		COPY PAPER									
		ACCOUNT TOTAL						2.28	.00		2.28
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES											
1604		10/24 AP	02/29/24	0000000			GANNETT IOWA LOCALIQ	2,510.20			03/26/24
		JOB AD: MULTIPLE POSITIONS					DIGITAL/PRINT 2/13-2/28				

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 101 GENERAL FUND											
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES							continued				
ACCOUNT TOTAL							2,510.20	.00	2,510.20		
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG											
1604		10/24 AP		03/22/24	0000000	WELLWORKS FOR YOU	878.85			03/26/24	
						WELLNESS PROGRAM FEE					
						MARCH 2024					
1554		10/24 AP		02/21/24	0000000	WELLWORKS FOR YOU	885.15			03/26/24	
						WELLNESS PROGRAM FEE					
						FEBRUARY 2024					
1554		10/24 AP		02/21/24	0000000	WELLWORKS FOR YOU	20.00			03/26/24	
						ADD'L CHALLENGE PRIZE					
						REWARDS MALL-BOLANDER					
ACCOUNT TOTAL							1,784.00	.00	1,784.00		
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1604		10/24 AP		03/21/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.22			03/26/24	
						9X12 & 10X13 ENVELOPES					
						5X8 LINED NOTEPADS					
1604		10/24 AP		03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			03/26/24	
						COPY PAPER					
ACCOUNT TOTAL							9.64	.00	9.64		
101-1048-441.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES											
1604		10/24 AP		03/08/24	0000000	IMLA	729.00			03/26/24	
						ASSOC.LAW FIRM MEMBERSHIP					
						03/01/24-02/28/25					
ACCOUNT TOTAL							729.00	.00	729.00		
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS											
1554		10/24 AP		04/01/24	0000000	AHLERS AND COONEY, P.C.	3,900.00			03/26/24	
						LEGAL SERVICES-APR'24					
1554		10/24 AP		04/01/24	0000000	SWISHER & COHRT, P.L.C.	2,600.00			03/26/24	
						LEGAL SERVICES-APR'24					
1604		10/24 AP		03/26/24	0000000	SWISHER & COHRT, P.L.C.	38.00			03/26/24	
						LGL:704 W. 1ST STREET					
						02/01/24-02/12/24					
1554		10/24 AP		03/06/24	0000000	SWISHER & COHRT, P.L.C.	4,200.00			03/26/24	
						LGL:MISC/JURY TRIAL/APPL					
						02/02/24-02/29/24					
1604		10/24 AP		03/06/24	0000000	SWISHER & COHRT, P.L.C.	114.00			03/26/24	
						LGL:MISCELLANEOUS MATTERS					
						02/01/24-02/12/24					
1554		10/24 AP		03/01/24	0000000	REDFERN, MASON, LARSEN & MOORE,	40.00			03/26/24	
						LGL:GREENHILL VILL.9TH AD					
						02/02/24-02/06/24					
PROJECT#: 023006											
ACCOUNT TOTAL							10,892.00	.00	10,892.00		

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FUND 101 GENERAL FUND										
101-1048-441.81-30						PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT				
1554		10/24 AP		04/01/24	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-APR'24	1,000.00			03/26/24
ACCOUNT TOTAL							1,000.00	.00	1,000.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1604		10/24 AP		03/21/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.22			03/26/24
						9X12 & 10X13 ENVELOPES				
						5X8 LINED NOTEPADS				
1604		10/24 AP		03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14			03/26/24
						COPY PAPER				
ACCOUNT TOTAL							7.36	.00	7.36	
101-1118-441.81-25 PROFESSIONAL SERVICES / PROMOTIONAL TAPES & ADS.										
1604		10/24 AP		03/25/24	0000000	KAREN'S PRINT-RITE	100.00			03/26/24
						BUS.&IND.INVITE ENVELOPES				
PROJECT#:					014000					
ACCOUNT TOTAL							100.00	.00	100.00	
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.										
1554		10/24 AP		03/06/24	0000000	IOWA ENVIRONMENTAL SERVICES,	2,250.00			03/26/24
						3333-IND.PARK PROP.DEMOS				
						ASBESTOS SURVEYS				
PROJECT#:					023333					
ACCOUNT TOTAL							2,250.00	.00	2,250.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1604		10/24 AP		03/21/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.22			03/26/24
						9X12 & 10X13 ENVELOPES				
						5X8 LINED NOTEPADS				
1604		10/24 AP		03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14			03/26/24
						COPY PAPER				
ACCOUNT TOTAL							7.36	.00	7.36	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1539		10/24 AP		03/19/24	0000000	SEGNER, ANNA	500.00			03/26/24
						4/13/24 TINY ART WORKSHOP				
						ARTS MIDWEST GRANT				
1539		10/24 AP		03/07/24	0000000	KIRWAN, KYLE	500.00			03/26/24
						4/6/24 TINY ART WORKSHOP				
						ARTS MIDWEST GRANT				
ACCOUNT TOTAL							1,000.00	.00	1,000.00	

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FUND 101 GENERAL FUND									
101-1199-421.31-45						HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS			
1571		10/24 AP		03/04/24	0000000	SIGNS & DESIGNS, INC. BENCH PLAQUE	255.00		03/26/24
ACCOUNT TOTAL							255.00	.00	255.00
101-1199-431.88-01 OUTSIDE AGENCIES / MET - CF DISABLED									
1554		10/24 AP		04/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY24-4TH QTR	8,289.60		03/26/24
ACCOUNT TOTAL							8,289.60	.00	8,289.60
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC									
1554		10/24 AP		04/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY24-4TH QTR	5,522.00		03/26/24
ACCOUNT TOTAL							5,522.00	.00	5,522.00
101-1199-431.88-11 OUTSIDE AGENCIES / MET TRANSIT AUTHORITY									
1554		10/24 AP		04/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY24-4TH QTR	78,491.60		03/26/24
ACCOUNT TOTAL							78,491.60	.00	78,491.60
101-1199-431.88-12 OUTSIDE AGENCIES / MET CAPITAL REPLACEMENT									
1554		10/24 AP		04/01/24	0000000	VEHICLE MAINTENANCE FUND PAYMENT FOR FY24-4TH QTR	4,400.00		03/26/24
ACCOUNT TOTAL							4,400.00	.00	4,400.00
101-1199-431.88-19 OUTSIDE AGENCIES / MET-ROUTE 9									
1554		10/24 AP		04/01/24	0000000	METROPOLITAN TRANSIT AUTHORIT PAYMENT FOR FY24-4TH QTR	8,179.60		03/26/24
ACCOUNT TOTAL							8,179.60	.00	8,179.60
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING									
1554		10/24 AP		02/24/24	0000000	COURIER LEGAL COMMUNICATIONS ORDINANCE NO. 3048	107.38		03/26/24
1554		10/24 AP		02/24/24	0000000	COURIER LEGAL COMMUNICATIONS ORDINANCE NO. 3047	63.03		03/26/24
1554		10/24 AP		02/24/24	0000000	COURIER LEGAL COMMUNICATIONS PH NTC-2024 STREET RESTOR	43.83		03/26/24
ACCOUNT TOTAL							214.24	.00	214.24

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FUND 101 GENERAL FUND										
1554		10/24 AP		04/01/24	0000000	COPE MURPHY+CO LLP LOBBYING FEE-APRIL 2024	4,500.00			03/26/24
		ACCOUNT TOTAL					4,500.00	.00	4,500.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1562		10/24 AP		03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT MULTI COLOR PEN	5.18			03/26/24
1562		10/24 AP		03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT 9V BATTERIES	.67			03/26/24
		ACCOUNT TOTAL					5.85	.00	5.85	
101-2205-432.88-10 OUTSIDE AGENCIES / BLACK HAWK COUNTY HEALTH										
1554		10/24 AP		04/01/24	0000000	BLACK HAWK CO.HEALTH DEPT. PAYMENT FOR FY24-4TH QTR	3,250.00			03/26/24
		ACCOUNT TOTAL					3,250.00	.00	3,250.00	
101-2205-432.88-38 OUTSIDE AGENCIES / CEDAR VALLEY SOCCER										
1554		10/24 AP		04/01/24	0000000	CEDAR VALLEY YOUTH SOCCER ASS PAYMENT FOR FY24-4TH QTR	2,500.00			03/26/24
		ACCOUNT TOTAL					2,500.00	.00	2,500.00	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1562		10/24 AP		03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT 9V BATTERIES	5.60			03/26/24
		ACCOUNT TOTAL					5.60	.00	5.60	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1562		10/24 AP		03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT 9V BATTERIES	2.69			03/26/24
		ACCOUNT TOTAL					2.69	.00	2.69	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1584		10/24 AP		03/20/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PENCILS,PENS,MARKERS	36.54			03/26/24
1544		10/24 AP		03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT ID PROTECTORS & ORGANIZER	21.49			03/26/24
1544		10/24 AP		03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	75.98			03/26/24

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FUND 101 GENERAL FUND									
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES COPY PAPER						continued			
ACCOUNT TOTAL							134.01	.00	134.01
101-2253-423.72-30 OPERATING SUPPLIES / REC CENTER EQUIP. & SUPP.									
1544		10/24 AP		03/13/24	0000000	M.R. NYREN COMPANY 30 DOZEN TOWELS	921.29		03/26/24
ACCOUNT TOTAL							921.29	.00	921.29
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
1544		10/24 AP		03/14/24	0000000	ATLANTIC COCA-COLA CONCESSION SUPPLIES	90.81		03/26/24
1584		10/24 AP		03/14/24	0000000	FAT CUP COFFEE COMPANY COFFEE	165.36		03/26/24
1544		10/24 AP		03/07/24	0000000	ATLANTIC COCA-COLA CONCESSIONS SUPPLIES	289.79		03/26/24
1544		10/24 AP		03/06/24	0000000	MARTIN BROS.DISTRIBUTING REC CENTER POPCORN SUPPLIES	18.97		03/26/24
ACCOUNT TOTAL							564.93	.00	564.93
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1584		10/24 AP		03/15/24	0000000	ARAMARK REC CTR MATS	31.75		03/26/24
1584		10/24 AP		03/12/24	0000000	MENARDS-CEDAR FALLS CLEANER & PAINT HARDNER	42.18		03/26/24
1584		10/24 AP		03/11/24	0000000	ACCURATE L & DC, LLC REPLACE WASHER VALVE	373.40		03/26/24
ACCOUNT TOTAL							447.33	.00	447.33
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.									
1589		10/24 AP		01/31/24	0000000	NAPA AUTO PARTS NAPA PARTS	6,527.28		03/26/24
ACCOUNT TOTAL							6,527.28	.00	6,527.28
101-2280-423.72-25 OPERATING SUPPLIES / MILEAGE									
1539		10/24 AP		02/21/24	0000000	VAN ALLEN, DAVID REIMBURSE MILEAGE TO DELIVER EXHIBIT ART	84.42		03/26/24
ACCOUNT TOTAL							84.42	.00	84.42

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GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2280-423.72-70						OPERATING SUPPLIES / CLASSROOM SUPPLIES			
1539		10/24	AP	03/11/24	0000000	MINNESOTA CLAY USA	1,117.15		03/26/24
						CLAY, GLAZES, WAX, WIRE, BATS, GLAZE INGREDIENTS			
						ACCOUNT TOTAL	1,117.15	.00	1,117.15
101-2280-423.72-72						OPERATING SUPPLIES / PRODUCTS FOR RESALE			
1539		10/24	AP	03/11/24	0000000	FINAL THURSDAY PRESS	34.80		03/26/24
						5 HEARST POETRY BOOKS PLANTING RED GERANIUMS			
						ACCOUNT TOTAL	34.80	.00	34.80
101-2280-423.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
1539		10/24	AP	03/21/24	0000000	IOWA CHAMBER MUSIC COLLECTIVE	500.00		03/26/24
						4/18/24 PERFORMANCE			
1539		10/24	AP	03/19/24	0000000	KING, EBONY	200.00		03/26/24
						BUSINESS OF ART 4/11/24			
1539		10/24	AP	03/15/24	0000000	ARAMARK	13.74		03/26/24
						MAT SERVICE			
1539		10/24	AP	02/08/24	0000000	LI, LANXIN	120.00		03/26/24
						2-DAY WORKSHOP INSTRUCTOR CHINESE CALLIGRAPHY			
						ACCOUNT TOTAL	833.74	.00	833.74
101-2280-423.81-61						PROFESSIONAL SERVICES / PROMOTIONS			
1539		10/24	AP	09/30/23	0000000	IOWA PUBLIC RADIO, INC.	100.80		03/26/24
						FALL 2023 IPR ADS			
						ACCOUNT TOTAL	100.80	.00	100.80
101-2280-423.93-01						EQUIPMENT / EQUIPMENT			
1539		10/24	AP	03/06/24	0000000	SIGNS & DESIGNS, INC.	388.00		03/26/24
						HUBER & FRIENDS SIGNAGE			
						ACCOUNT TOTAL	388.00	.00	388.00
101-4511-414.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1604		10/24	AP	03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.12		03/26/24
						COPY PAPER			
						ACCOUNT TOTAL	9.12	.00	9.12
101-4511-414.72-02						OPERATING SUPPLIES / LAUNDRY			
1579		10/24	AP	03/15/24	0000000	ARAMARK	7.25		03/26/24

GROUP	PO	ACCTG	----TRANSACTION----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY						continued			
						SHOP TOWELS - STATION #2			
1579		10/24 AP		03/15/24	0000000	ARAMARK	31.35		03/26/24
						TOWELS & MATS - PSS BLDG			
1579		10/24 AP		03/01/24	0000000	ARAMARK	7.25		03/26/24
						SHOP TOWELS - STATION #2			
1579		10/24 AP		03/01/24	0000000	ARAMARK	31.35		03/26/24
						TOWELS & MATS - PSS BLDG			
						ACCOUNT TOTAL	77.20	0.00	77.20
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES									
1579		10/24 AP		02/27/27	0000000	CAMPBELL SUPPLY WATERLOO	189.00		03/26/24
						BATTERY RED LITH 2PK			
1579		10/24 AP		02/27/27	0000000	CAMPBELL SUPPLY WATERLOO	449.00		03/26/24
						BARE ROCKET TOWER LIGHT			
1579		10/24 AP		02/16/24	0000000	OUTDOOR & MORE	199.90		03/26/24
						4 CYCL ASPEN FUEL 5GAL X3 FUEL FOR RESCUE EQUIP			
						ACCOUNT TOTAL	837.90	0.00	837.90
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR									
1579		10/24 AP		03/15/24	0000000	MENARDS-CEDAR FALLS	31.00		03/26/24
						PARTS FOR PUMP ON #561			
1579		10/24 AP		03/04/24	0000000	MIDWEST BREATHING AIR L.L.C.	10.56		03/26/24
						ORING PART FOR COMPRESSOR			
1579		10/24 AP		02/15/24	0000000	O'DONNELL ACE HARDWARE	40.37		03/26/24
						PADLOCK/LATH SCREWS			
						ACCOUNT TOTAL	81.93	0.00	81.93
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES									
1579		10/24 AP		02/28/24	0000000	BLACK HAWK CO.EMERG.MED.SERV.	50.00		03/26/24
						MEMBER DUES-2024 CF FIRE			
						ACCOUNT TOTAL	50.00	0.00	50.00
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1579		10/24 AP		03/15/24	0000000	DINGES FIRE COMPANY	544.00		03/26/24
						TURNOUT CLEANER(2-5 GAL.) 310 GARMENTS			
						ACCOUNT TOTAL	544.00	0.00	544.00
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES									
1579		10/24 AP		03/19/24	0000000	MENARDS-CEDAR FALLS	97.62		03/26/24

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FUND 101 GENERAL FUND										
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES							continued			
1589				10/24	AP 01/31/24 0000000	DETERGENT/SUPPLIES FOR NAPA AUTO PARTS CLEANUP FOR AWARDS CEREM NAPA PARTS	182.85			03/26/24
ACCOUNT TOTAL							280.47	.00	280.47	
101-4511-414.81-71 PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH										
1579				10/24	AP 04/01/24 0000000	BLACK HAWK CO.AUDITOR	82,590.74			03/26/24
ACCOUNT TOTAL							82,590.74	.00	82,590.74	
101-4511-414.81-75 PROFESSIONAL SERVICES / NIRG										
1579				10/24	AP 03/05/24 0000000	BLACK HAWK CO.TREASURER	20,356.50			03/26/24
ACCOUNT TOTAL							20,356.50	.00	20,356.50	
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1586				10/24	AP 01/29/24 0000000	WERTJES UNIFORMS	55.25			03/26/24
1586				10/24	AP 01/26/24 0000000	FIRE UNIFRM -MANTERNACH BLUE DRESS SHIRT W/PATCH	65.55			03/26/24
1586				10/24	AP 01/23/24 0000000	FIRE UNIFORM- LECHTENBERG WHITE SHIRT-PROMOTION	368.47			03/26/24
1586				10/24	AP 01/23/24 0000000	FIRE UNIFORM-NEW HIRE GASCA	368.47			03/26/24
1586				10/24	AP 12/30/23 0000000	FIRE UNIFORM-NEW HIRE STOLL	250.97			03/26/24
1586				10/24	AP 12/30/23 0000000	FIRE UNIFORM-NEW HIRE ARIES				
ACCOUNT TOTAL							1,108.71	.00	1,108.71	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1581				10/24	AP 03/19/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	42.49			03/26/24
1581				10/24	AP 03/14/24 0000000	SUPPLIES;CARDSTOCK/LABELS HIGHLIGHTERS/COPY STAMP	15.44			03/26/24
1604				10/24	AP 03/12/24 0000000	SUPPLIES;CALENDAR/PLANNER G.CARMAN	5.70			03/26/24
1581				10/24	AP 03/11/24 0000000	COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	422.41			03/26/24
ACCOUNT TOTAL							486.04	.00	486.04	

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FUND 101 GENERAL FUND										
101-5521-1579	415.72-01	OPERATING SUPPLIES /			0000000	OPERATING SUPPLIES / ARAMARK	25.36			03/26/24
		MATS - PSS BLDG		10/24	AP 03/15/24					
1581		10/24	AP	03/07/24	0000000	POLK'S LOCK SERVICE, INC.	2.00			03/26/24
		LOCKSMITH -KEY COPY				YALE Y11 KEY				
1581		10/24	AP	03/07/24	0000000	POLK'S LOCK SERVICE, INC.	85.00			03/26/24
		LOCKSMITH - 2310 FRANKLIN				CFS#24-019320				
1581		10/24	AP	03/05/24	0000000	SIGNS BY TOMORROW	599.15			03/26/24
		12 MAGNETIC VEH. SIGNS								
1579		10/24	AP	03/01/24	0000000	ARAMARK	25.36			03/26/24
		MATS - PSS BLDG								
1581		10/24	AP	02/23/24	0000000	SIGNS BY TOMORROW	50.00			03/26/24
		POLE -RETRACTBLE BANNER				PSO RECRUITMENT				
		ACCOUNT TOTAL					786.87	.00		786.87
101-5521-1581	415.72-20	OPERATING SUPPLIES /			0000000	OFFICERS EQUIPMENT / IOWA SPORTS SUPPLY, INC.	71.50			03/26/24
		WOOD PLACQUE								
1581		10/24	AP	03/18/24	0000000	IOWA SPORTS SUPPLY, INC.	720.00			03/26/24
		ANNUAL AWARDS				CRYSTAL ENGRAVED 7" X12				
1581		10/24	AP	03/11/24	0000000	MIDWEST DEFENSE SOLUTIONS, LL	1,068.12			03/26/24
		VEST CARRIER AND MOLLE				M.HAISLET				
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	336.24			03/26/24
		OFFCR EQUIP-NEW HIRE				GASCA				
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	372.00			03/26/24
		OFFCR EQUIP-NEW HIRE				GASCA				
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	336.24			03/26/24
		OFFCR EQUIP-NEW HIRE				STOLL				
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	372.00			03/26/24
		OFFCR EQUIP-NEW HIRE				STOLL				
1586		10/24	AP	12/30/23	0000000	WERTJES UNIFORMS	92.00			03/26/24
		OFFCR EQUIP-NEW HIRE				ARIES				
		ACCOUNT TOTAL					3,368.10	.00		3,368.10
101-5521-1581	415.72-33	OPERATING SUPPLIES /			0000000	POLICE AUXILIARY PROGRAM / IOWA STATE RESERVE LAW	100.00			03/26/24
		5 RESERVE MEMBER DUES								
		ACCOUNT TOTAL					100.00	.00		100.00
101-5521-1581	415.81-01	PROFESSIONAL SERVICES /			0000000	PROFESSIONAL SERVICES / MCKENNA MCNELLY PHOTOGRAPHY	65.00			03/26/24
		PROF.PHOTO- CHAD CHASE								
1581		10/24	AP	03/19/24	0000000	MCKENNA MCNELLY PHOTOGRAPHY	65.00			03/26/24
		PROF.PHOTO- E. PENSEL								

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FUND 101 GENERAL FUND										
101-5521-415.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				continued
1581		10/24	AP	03/01/24	0000000	THOMSON REUTERS - WEST	314.93			03/26/24
						INVESTIGATIVE SOFTWARE				2/1/24 - 2/29/24
						ACCOUNT TOTAL	444.93	00	444.93	
101-5521-415.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
1581		10/24	AP	04/01/24	0000000	BLACK HAWK CO AUDITOR	165,206.26			03/26/24
						FY24 Q4 CONSOLIDATED COMM				
						ACCOUNT TOTAL	165,206.26	00	165,206.26	
101-5521-415.83-04						TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS				
1581		10/24	AP	03/19/24	0000000	MERCYONE CEDAR FALLS FOUNDATI	23.00			03/26/24
						HEROES AMONG US TICKET				BERTE (3/21/2024)
						ACCOUNT TOTAL	23.00	00	23.00	
101-5521-415.83-08						TRANSPORTATION&EDUCATION / ACADEMY				
1581		10/24	AP	03/08/24	0000000	IOWA LAW ENFORCEMENT ACADEMY	150.00			03/26/24
						MMPI EVAL - A.SNYDER				2/26/2024
						ACCOUNT TOTAL	150.00	00	150.00	
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1586		10/24	AP	01/29/24	0000000	WERTJES UNIFORMS	237.96			03/26/24
						UNIFRM ALLOW-C.JENSEN				4 POLOS W/PATCHES SEWN
1586		10/24	AP	01/26/24	0000000	WERTJES UNIFORMS	100.00			03/26/24
						UNIFRM ALLOW- RICHTER				BLAUER SHIRT W/ PATCHES
1586		10/24	AP	01/26/24	0000000	WERTJES UNIFORMS	4.50			03/26/24
						UNIFRM ALLOW- LECHTENBERG				JKT PATCHES;REMOVE/REPL
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	68.00			03/26/24
						OFFCR UNIFMORM-NEW HIRE				ARIES
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	92.40			03/26/24
						OFFCR UNIFORM-NEW HIRE				GASCA
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	944.38			03/26/24
						OFFCR UNIFORM-NEW HIRE				GASCA
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	944.38			03/26/24
						OFFCR UNIFORM-NEW HIRE				STOLL
1586		10/24	AP	01/23/24	0000000	WERTJES UNIFORMS	92.40			03/26/24
						OFFCR UNIFORM-NEW HIRE				STOLL
1586		10/24	AP	01/15/24	0000000	WERTJES UNIFORMS	65.00			03/26/24
						OFFCR UNIFRM ALLOW-CARMAN				CARGO PANT;SEW SVC STRIPE
1586		10/24	AP	01/15/24	0000000	WERTJES UNIFORMS	283.96			03/26/24
						OFFCR UNIFRM ALLOW-MADSEN				4 POLOS W/PATCHES/BARS
1586		10/24	AP	12/30/23	0000000	WERTJES UNIFORMS	264.20			03/26/24

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FUND 101 GENERAL FUND										
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				continued
						OFFCR UNIFORM-NEW HIRE ARIES				
						ACCOUNT TOTAL	3,097.18	.00	3,097.18	
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
1581				10/24	AP 03/06/24 0000000	CEDAR BEND HUMANE SOCIETY	2,713.90			03/26/24
						FEB'24 ANIMAL SURRENDER				
						ACCOUNT TOTAL	2,713.90	.00	2,713.90	
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1589				10/24	AP 01/31/24 0000000	NAPA AUTO PARTS	127.18			03/26/24
						NAPA PARTS				
						ACCOUNT TOTAL	127.18	.00	127.18	
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1577				10/24	AP 03/15/24 0000000	SIGNS BY TOMORROW	211.90			03/26/24
						RESTROOM SIGNAGE FOR ADA COMPLIANCE				
						PROJECT#: 062507				
1577				10/24	AP 03/15/24 0000000	WILSON RESTAURANT SUPPLY, INC	99.99			03/26/24
						ICE MACHINE FILTER				
						PROJECT#: 062508				
1577				10/24	AP 03/14/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	149.76			03/26/24
						VAC FILTERS, GLASS CLEANER				
						PROJECT#: 062510				
1577				10/24	AP 03/13/24 0000000	MENARDS-CEDAR FALLS	15.97			03/26/24
						EXD CORD, PLUG FOR TV				
						PROJECT#: 062511				
1577				10/24	AP 03/12/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	332.24			03/26/24
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062501				
1577				10/24	AP 03/12/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	509.83			03/26/24
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062503				
1577				10/24	AP 03/12/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	466.38			03/26/24
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062507				
1571				10/24	AP 03/08/24 0000000	O'DONNELL ACE HARDWARE	31.07			03/26/24
						HDMI OUTLET/ELBOW FITTING				
						PROJECT#: 062503				
1571				10/24	AP 03/07/24 0000000	O'DONNELL ACE HARDWARE	20.97			03/26/24
						BUCKET				
						PROJECT#: 062501				
1571				10/24	AP 03/05/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	711.74			03/26/24
						CLEANER, TISSUE, TOWELS AND SOAP				

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#: 062511									
1577		10/24	AP	02/29/24	0000000	CULLIGAN WATER CONDITIONING WATER AT PARKS 606 UNION	8.74		03/26/24
ACCOUNT TOTAL							2,558.59	.00	2,558.59
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1577		10/24	AP	03/19/24	0000000	O'DONNELL ACE HARDWARE RECEPTACLE OUTLET	2.38		03/26/24
PROJECT#: 062507									
1577		10/24	AP	03/19/24	0000000	O'DONNELL ACE HARDWARE OUTLET	4.99		03/26/24
PROJECT#: 062507									
1577		10/24	AP	03/18/24	0000000	BASEPOINT BUILDING AUTOMATION	287.50		03/26/24
PROJECT#: 062507									
1577		10/24	AP	03/18/24	0000000	ADA DOOR OPENER REPAIR			
PROJECT#: 062507									
1577		10/24	AP	03/18/24	0000000	O'DONNELL ACE HARDWARE BOWL BRUSH AND ALLEN WRENCH	20.68		03/26/24
PROJECT#: 062503									
1571		10/24	AP	03/11/24	0000000	GULBRANSON'S APPLIANCE SERVIC WASHER REPAIR-FIRE STN	203.21		03/26/24
PROJECT#: 062511									
1577		10/24	AP	03/11/24	0000000	MENARDS-CEDAR FALLS HUB AND COUPLING	15.28		03/26/24
PROJECT#: 062510									
1577		10/24	AP	03/11/24	0000000	MENARDS-CEDAR FALLS WASHING MACHINE SUPPLY LINES AND DRAIN	81.31		03/26/24
PROJECT#: 062510									
1577		10/24	AP	03/08/24	0000000	MENARDS-CEDAR FALLS VELCRO, PLUMBING FITTINGS	22.86		03/26/24
PROJECT#: 062511									
1577		10/24	AP	03/07/24	0000000	FERGUSON ENTERPRISES, INC. DRINKING FOUNTAIN	1,975.96		03/26/24
PROJECT#: 062507									
1577		10/24	AP	03/07/24	0000000	FERGUSON ENTERPRISES, INC. WATER HEATER ELEMENT	19.00		03/26/24
PROJECT#: 062503									
1577		10/24	AP	03/05/24	0000000	POLK'S LOCK SERVICE, INC. DOOR CLOSER FOR ADA COMPLIANCE	571.35		03/26/24
PROJECT#: 062511									
1571		10/24	AP	03/04/24	0000000	CHRISTIE DOOR COMPANY OVERHEAD DOOR SERVICE	306.25		03/26/24
PROJECT#: 062511									
1571		10/24	AP	02/29/24	0000000	ECHO GROUP, INC. ELECTRICAL CONNECTORS	265.97		03/26/24
PROJECT#: 062503									
ACCOUNT TOTAL							3,776.74	.00	3,776.74

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FUND 101 GENERAL FUND									
101-6616-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS			
1577				10/24	AP 03/15/24 0000000	ARAMARK	56.85		03/26/24
						MAT SERVICE			
PROJECT#:						062501			
1577				10/24	AP 03/15/24 0000000	ARAMARK	134.80		03/26/24
						TOWEL AND MAT SERVICE			
PROJECT#:						062506			
1577				10/24	AP 03/14/24 0000000	PROSHIELD FIRE & SECURITY	491.00		03/26/24
						FIRE SUPPRESSIOON AND EXTINGUISHER MAINTENANCE			
PROJECT#:						062508			
1577				10/24	AP 03/14/24 0000000	PROSHIELD FIRE & SECURITY	340.50		03/26/24
						FIRE SUPPRESSIOON AND EXTINGUISHER MAINTENANCE			
PROJECT#:						062511			
1577				10/24	AP 03/12/24 0000000	GOODWIN TUCKER GROUP	294.50		03/26/24
						ICE MACHINE MAINTENANCE			
PROJECT#:						062508			
1577				10/24	AP 03/12/24 0000000	GOODWIN TUCKER GROUP	294.50		03/26/24
						ICE MACHINE MAINTENANCE			
PROJECT#:						062506			
						ACCOUNT TOTAL	1,612.15	.00	1,612.15
101-6616-446.86-14						REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING			
1577				10/24	AP 03/13/24 0000000	PLUMB TECH INC.	100.00		03/26/24
						HVAC SERVICE			
PROJECT#:						062506			
1577				10/24	AP 03/07/24 0000000	PLUMB TECH INC.	110.00		03/26/24
						HVAC REPAIR			
PROJECT#:						062511			
						ACCOUNT TOTAL	210.00	.00	210.00
101-6623-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1589				10/24	AP 03/15/24 0000000	SITEONE LANDSCAPE SUPPLY,LLC	728.27		03/26/24
						IRRIGATION PARTS			
1587				10/24	AP 03/13/24 0000000	MENARDS-CEDAR FALLS	20.35		03/26/24
						IRRIGATION PARTS			
1587				10/24	AP 03/12/24 0000000	MENARDS-CEDAR FALLS	28.67		03/26/24
						IRRIGATION PARTS			
						ACCOUNT TOTAL	777.29	.00	777.29
101-6625-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1562				10/24	AP 03/07/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	8.30		03/26/24
						9V BATTERIES			
						ACCOUNT TOTAL	8.30	.00	8.30

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FUND 101 GENERAL FUND									
101-6625-432.72-17						OPERATING SUPPLIES / UNIFORMS			
1561		10/24	AP	02/26/24	0000000	SERVICEWEAR APPAREL, INC.	13.69		03/26/24
						UNIFORMS-J LUZUM TEE			
1561		10/24	AP	02/26/24	0000000	SERVICEWEAR APPAREL, INC.	14.04		03/26/24
						UNIFORMS-J LUZUM TEE			
						ACCOUNT TOTAL	27.73	.00	27.73
101-6625-432.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES			
1561		10/24	AP	03/07/24	0000000	SERVICEWEAR APPAREL, INC.	18.10		03/26/24
						HI-VIS-B FOULK TEE			
1561		10/24	AP	03/07/24	0000000	R & R INDUSTRIES, INC.	1,244.45		03/26/24
						HI-VIS UNIFORMS JACKETS, SWTSHRT, VESTS			
1561		10/24	AP	02/26/24	0000000	SERVICEWEAR APPAREL, INC.	35.75		03/26/24
						HI-VIS-B FOULK LONG SLEEVE TEE			
						ACCOUNT TOTAL	1,298.30	.00	1,298.30
101-6625-432.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT			
1561		10/24	AP	03/11/24	0000000	UBBEN BUILDING SUPPLY, INC.	543.68		03/26/24
						LATH,PINE,MARKING PAINT, NAILS			
						ACCOUNT TOTAL	543.68	.00	543.68
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1589		10/24	AP	03/19/24	0000000	SIGNS & DESIGNS, INC.	339.00		03/26/24
						OAK SAVANNA SIGNS			
1571		10/24	AP	03/14/24	0000000	BUILDERS SELECT LLC	35.99		03/26/24
						SHELTER LOCK			
1587		10/24	AP	03/12/24	0000000	CAMPBELL SUPPLY WATERLOO	65.60		03/26/24
						SIDE CUTTER TOOL			
1587		10/24	AP	03/12/24	0000000	HILTI, INC.	305.00		03/26/24
						LAGER RECEIVER			
1589		10/24	AP	03/12/24	0000000	STOKES WELDING	25.97		03/26/24
						CHAINSAW SUPPLIES			
1571		10/24	AP	03/07/24	0000000	MENARDS-CEDAR FALLS		33.96	03/26/24
						PARKS POST PAINT RETURN			
1571		10/24	AP	03/04/24	0000000	MENARDS-CEDAR FALLS	33.96		03/26/24
						PARKS POST PAINT			
1587		10/24	AP	03/04/24	0000000	FASTENAL COMPANY	335.52		03/26/24
						GLOVES			
1589		10/24	AP	01/31/24	0000000	NAPA AUTO PARTS	1,373.43		03/26/24
						NAPA PARTS			
1589		10/24	AP	12/28/23	0000000	WORKSPACE INC.	1,560.03		03/26/24
						ARM SETS			
						ACCOUNT TOTAL	4,074.50	33.96	4,040.54

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								POST DT	
FUND 101 GENERAL FUND									
101-6633-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1587		10/24	AP	03/08/24	0000000	COOLEY PUMPING, LLC	125.00		03/26/24
						PORTA POTTY			
ACCOUNT TOTAL							125.00	.00	125.00
FUND TOTAL							444,892.66	33.96	444,858.70
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-16						OPERATING SUPPLIES / TOOLS			
1577		10/24	AP	03/14/24	0000000	MENARDS-CEDAR FALLS	77.98		03/26/24
						SHOVELS			
ACCOUNT TOTAL							77.98	.00	77.98
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1571		10/24	AP	03/11/24	0000000	O'DONNELL ACE HARDWARE	8.69		03/26/24
						SPRAY PAINT			
1571		10/24	AP	03/08/24	0000000	BLACK HAWK RENTAL	76.00		03/26/24
						LP TANK REFILL			
1571		10/24	AP	03/07/24	0000000	O'DONNELL ACE HARDWARE	1.50		03/26/24
						HARDWARE			
1589		10/24	AP	12/28/23	0000000	WORKSPACE INC.	1,000.00		03/26/24
						ARM SETS			
ACCOUNT TOTAL							1,086.19	.00	1,086.19
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1577		10/24	AP	03/14/24	0000000	MENARDS-CEDAR FALLS	36.98		03/26/24
						MAILBOX			
1571		10/24	AP	03/07/24	0000000	MENARDS-CEDAR FALLS	28.18		03/26/24
						BRINE SYSTEM REPAIR			
1571		10/24	AP	03/05/24	0000000	MENARDS-CEDAR FALLS	29.56		03/26/24
						BRINE STATION REPAIRS			
1587		10/24	AP	02/28/24	0000000	DAKOTA SUPPLY GROUP	3,585.00		03/26/24
						SNOW PLOW CUTTING EDGE			
ACCOUNT TOTAL							3,679.72	.00	3,679.72
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1571		10/24	AP	03/07/24	0000000	MENARDS-CEDAR FALLS	32.15		03/26/24
						EQUIPMENT DISINFECTION			
1587		10/24	AP	03/04/24	0000000	FASTENAL COMPANY	335.52		03/26/24
						GLOVES			

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
1604		10/24	AP	03/01/24	0000000	BROWN'S SHOE FIT	175.00			03/26/24
						SAFETY SHOES-A BURG P.O. 56944				
ACCOUNT TOTAL							542.67	.00	542.67	
206-6637-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1577		10/24	AP	03/14/24	0000000	MENARDS-CEDAR FALLS SIDE BOARDS	121.54			03/26/24
ACCOUNT TOTAL							121.54	.00	121.54	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1571		10/24	AP	02/29/24	0000000	ASPRO, INC.	328.32			03/26/24
						COLDMIX				
1589		10/24	AP	01/31/24	0000000	NAPA AUTO PARTS	200.99			03/26/24
						NAPA PARTS				
ACCOUNT TOTAL							529.31	.00	529.31	
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING										
1571		10/24	AP	02/29/24	0000000	BLACK HAWK RENTAL BRUSH CUTTING	103.99			03/26/24
ACCOUNT TOTAL							103.99	.00	103.99	
206-6637-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1561		10/24	AP	03/16/24	0000000	MIOVISION TECHNOLOGIES INC	20,336.00			03/26/24
						TRAFFIC DATA COLLECTION 2 CAMERA,8 BATTERY,ANNUAL				
ACCOUNT TOTAL							20,336.00	.00	20,336.00	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS										
1561		10/24	AP	03/18/24	0000000	PETERSON CONTRACTORS	4,096.40			03/26/24
						3240:W 27TH STREET RECON PROJECT#: 023240				
ACCOUNT TOTAL							4,096.40	.00	4,096.40	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1587		10/24	AP	03/13/24	0000000	ECHO GROUP, INC.	130.19			03/26/24
						CONDUITS				
1577		10/24	AP	03/08/24	0000000	ECHO GROUP, INC.	12.40			03/26/24
						ELECTRICAL SUPPLIES				

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FUND 206 STREET CONSTRUCTION FUND									
206-6647-436	72-01	OPERATING SUPPLIES /		OPERATING SUPPLIES			continued		
1577	10/24	AP	03/07/24	0000000	ECHO GROUP, INC.	162.02			03/26/24
					ELECTRICAL SUPPLIES				
1587	10/24	AP	03/07/24	0000000	MENARDS-CEDAR FALLS	50.19			03/26/24
					COAX STAPLES/ELBOW				
1571	10/24	AP	02/27/24	0000000	ECHO GROUP, INC.	186.12			03/26/24
					ELECTRICAL PANEL/ROD DRVR				
1571	10/24	AP	02/27/24	0000000	MENARDS-CEDAR FALLS	59.97			03/26/24
					RECEPTACLES				
1571	10/24	AP	02/26/24	0000000	ECHO GROUP, INC.	6.90			03/26/24
					COMPRESSION CONNECTOR				
1571	10/24	AP	02/26/24	0000000	MENARDS-CEDAR FALLS	1.49			03/26/24
					LEVEL				
1587	10/24	AP	02/26/24	0000000	ECHO GROUP, INC.	95.27			03/26/24
					SEALING RING/HOLD STRAP				
					NIPPLE/CONDUIT				
1589	10/24	AP	01/31/24	0000000	NAPA AUTO PARTS	47.45			03/26/24
					NAPA PARTS				
					ACCOUNT TOTAL	752.00		0.00	752.00
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1577	10/24	AP	03/08/24	0000000	TRAFFIC CONTROL CORPORATION	3,100.00			03/26/24
					SOLAR FLASHES				
1571	10/24	AP	03/06/24	0000000	TAPCO	3,658.60			03/26/24
					FLASHER STOP SIGN				
1577	10/24	AP	02/28/24	0000000	IOWA PRISON INDUSTRIES	290.40			03/26/24
					MVTCD UPGRADE				
					ACCOUNT TOTAL	7,049.00		0.00	7,049.00
					FUND TOTAL	38,374.80		0.00	38,374.80
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432	71-01	OFFICE SUPPLIES /		OFFICE SUPPLIES					
1604	10/24	AP	03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			03/26/24
					COPY PAPER				
1562	10/24	AP	03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.12			03/26/24
					9V BATTERIES				
					ACCOUNT TOTAL	4.54		0.00	4.54
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1604	10/24	AP	03/19/24	0000000	EIDE BAILLY, LLP	1,500.00			03/26/24
					FY23 REAC AUDIT SUBMISSIN				

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 217 SECTION 8 HOUSING FUND									
217-2214-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued			
ACCOUNT TOTAL							1,500.00	.00	1,500.00
FUND TOTAL							1,504.54	.00	1,504.54
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1604		10/24 AP		03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28		03/26/24
		COPY PAPER							
1562		10/24 AP		03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.22		03/26/24
		9V BATTERIES							
ACCOUNT TOTAL							2.50	.00	2.50
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1562		10/24 AP		02/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,798.38		03/26/24
		FFY23 AGENCY AWARDS				FEBRUARY EXPENSES			
PROJECT#:		022250							
ACCOUNT TOTAL							1,798.38	.00	1,798.38
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT									
1562		10/24 AP		02/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	813.44		03/26/24
		FFY23 SANITARY SEWER				FEBRUARY EXPENSES			
PROJECT#:		023325							
ACCOUNT TOTAL							813.44	.00	813.44
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1562		10/24 AP		02/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,464.99		03/26/24
		FFY23 SINGLE FAMILY REHAB				FEBRUARY EXPENSES			
1562		10/24 AP		02/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	3,160.78		03/26/24
		FFY22 RENTAL REHAB				FEBRUARY EXPENSES			
ACCOUNT TOTAL							4,625.77	.00	4,625.77
FUND TOTAL							7,240.09	.00	7,240.09

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
FUND 405 FLOOD RESERVE FUND										
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE										
1561		10/24	AP	03/18/24	0000000	PETERSON CONTRACTORS	176,773.44			03/26/24
						3290:CEDAR RIVER REC				
PROJECT#:					023290					
1561		10/24	AP	03/09/24	0000000	RIVERWISE ENGINEERING, LLC	27,123.00			03/26/24
						3290:CEDAR RIVER REC				
PROJECT#:					023290					
1562		10/24	AP	02/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,203.67			03/26/24
						3290-CEDAR RIVER REC				
PROJECT#:					023290	FEBRUARY EXPENSES				
ACCOUNT TOTAL							205,100.11	0.00	205,100.11	
FUND TOTAL							205,100.11	0.00	205,100.11	
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
410-1220-431.96-78 SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN										
1585		10/24	AP	03/14/24	0000000	STRAND ASSOCIATES, INC.	20,275.55			03/26/24
						3322:WW PLANT IMPROVEMT				
PROJECT#:					023322	02/01/24-02/29/24				
1585		10/24	AP	03/04/24	0000000	EUROFINS CEDAR FALLS	2,289.00			03/26/24
						2/20 WW CHARACTERIZATION				
PROJECT#:					023322					
1585		10/24	AP	03/04/24	0000000	EUROFINS CEDAR FALLS	2,289.00			03/26/24
						2/19 WW CHARACTERIZATION				
PROJECT#:					023322					
1585		10/24	AP	03/04/24	0000000	EUROFINS CEDAR FALLS	2,289.00			03/26/24
						2/21 WW CHARACTERIZATION				
PROJECT#:					023322					
ACCOUNT TOTAL							27,142.55	0.00	27,142.55	
FUND TOTAL							27,142.55	0.00	27,142.55	

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
								POST DT
FUND 430	2004	TIF			BOND			
FUND 431	2014	BOND						
FUND 432	2003	BOND						
FUND 433	2001	TIF						
FUND 434	2024	BOND						
434-1220-431.98-13		CAPITAL PROJECTS /			WEST 23RD STREET			
1561		10/24 AP 03/14/24		0000000	SHIVE-HATTERY	54,871.92		03/26/24
		3330:W 23RD STREET RECON			SERVICES THROUGH 3/8/24			
PROJECT#:		023330						
ACCOUNT TOTAL						54,871.92	.00	54,871.92
FUND TOTAL						54,871.92	.00	54,871.92
FUND 435	1999	TIF						
FUND 436	2012	BOND						
FUND 437	2018	BOND						
FUND 438	2020	BOND FUND						
FUND 439	2022	BOND FUND						
FUND 443		CAPITAL PROJECTS						
443-1220-431.92-27		STRUCTURE IMPROV & BLDGS /			CEMETERY COLUMBARIUMS			
1571		10/24 AP 03/14/24		0000000	DIAMOND VOGEL PAINT - #52	541.20		03/26/24
		COLUMBARIUM SHELTER						
1571		10/24 AP 03/13/24		0000000	BENTON BUILDING CENTER	14.31		03/26/24
		COLOMBARIUMS SHELTER						
1571		10/24 AP 03/05/24		0000000	BENTON BUILDING CENTER	107.32		03/26/24
		SHELTER PADS COLUMBARIUMS						
ACCOUNT TOTAL						662.83	.00	662.83
443-1220-431.94-90		CAPITAL PROJECTS /			DOWNTOWN TIF-SSMID REIMB			
1554		10/24 AP 04/01/24		0000000	COMMUNITY MAIN STREET	102,780.00		03/26/24
		2ND 1/2 PAYMENT FOR FY24						
ACCOUNT TOTAL						102,780.00	.00	102,780.00
443-1220-431.98-90		CAPITAL PROJECTS /			COLL HILL TIF-SSMID REIMB			
1554		10/24 AP 04/01/24		0000000	COLLEGE HILL PARTNERSHIP	4,000.00		03/26/24
		PAYMENT - FY24 2ND HALF						
ACCOUNT TOTAL						4,000.00	.00	4,000.00
FUND TOTAL						107,442.83	.00	107,442.83

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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					2018 SEWER BONDS				
FUND 546					SEWER IMPROVEMENT FUND				
FUND 547					SEWER RESERVE FUND				
FUND 548					1997 SEWER BOND FUND				
FUND 549					1992 SEWER BOND FUND				
FUND 550					2000 SEWER BOND FUND				
FUND 551					REFUSE FUND				
551-6685-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
1577				10/24 AP 03/19/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	144.60			03/26/24
					LAMINATING TAPE				
1577				10/24 AP 03/19/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	70.38			03/26/24
					THERMAL CREDIT CARD PAPER				
					ACCOUNT TOTAL	214.98	.00	214.98	
551-6685-436.72-54					OPERATING SUPPLIES / BUILDING SUPPLIES				
1589				10/24 AP 12/28/23	0000000 WORKSPACE INC.	2,500.00			03/26/24
					ARM SETS				
					ACCOUNT TOTAL	2,500.00	.00	2,500.00	
551-6685-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES				
1577				10/24 AP 03/18/24	0000000 NORTH AMERICAN SAFETY, INC	172.00			03/26/24
					SAFETY VESTS				
1587				10/24 AP 03/04/24	0000000 FASTENAL COMPANY	335.52			03/26/24
					GLOVES				
					ACCOUNT TOTAL	507.52	.00	507.52	
551-6685-436.73-01					OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
1577				10/24 AP 03/15/24	0000000 MENARDS-CEDAR FALLS	19.01			03/26/24
					HOUSEKEEPING SUPPLIES FOR TRANSFER				
1571				10/24 AP 03/06/24	0000000 ACCENT WIRE	357.53			03/26/24
					WIRE TIER PARTS				
1571				10/24 AP 02/27/24	0000000 FASTENAL COMPANY	318.25			03/26/24
					SCRAP METAL WALL REPAIR				
1571				10/24 AP 02/26/24	0000000 FASTENAL COMPANY	132.80			03/26/24
					SCRAP METAL WALL REPAIR				
					ACCOUNT TOTAL	827.59	.00	827.59	

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GROUP NER	PO NER	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 551 REFUSE FUND								
551-6685-436.73-05					OTHER SUPPLIES / OPERATING EQUIPMENT			
1589		10/24 AP		01/31/24	0000000 NAPA AUTO PARTS	605.90		03/26/24
					NAPA PARTS			
					ACCOUNT TOTAL	605.90	.00	605.90
551-6685-436.86-35 REPAIR & MAINTENANCE / SCALES								
551-6685-436.86-35					REPAIR & MAINTENANCE / SCALES			
1571		10/24 AP		03/13/24	0000000 CROSS PRECISION MEASUREMENT	1,086.25		03/26/24
					ANNUAL SCALE INSPECTION			
					ACCOUNT TOTAL	1,086.25	.00	1,086.25
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN								
551-6685-436.87-02					RENTALS / MATERIAL DISPOSAL/HANDLIN			
1571		10/24 AP		03/15/24	0000000 MIDWEST ELECTRONIC RECOVERY	505.10		03/26/24
					ELECTRONIC RECYCLING			
					ACCOUNT TOTAL	505.10	.00	505.10
551-6685-436.93-01 EQUIPMENT / EQUIPMENT								
551-6685-436.93-01					EQUIPMENT / EQUIPMENT			
1571		10/24 AP		03/12/24	0000000 ROUTEWARE, INC.	68.00		03/26/24
					CAMERA ANTENNA FOR RFID			
					ACCOUNT TOTAL	68.00	.00	68.00
					FUND TOTAL	6,315.34	.00	6,315.34
FUND 552 SEWER RENTAL FUND								
552-6665-436.72-05					OPERATING SUPPLIES / GAS & OIL			
1585		10/24 AP		03/06/24	0000000 MENARDS-CEDAR FALLS	13.58		03/26/24
					FUEL/OIL SUPPLIES			
					ACCOUNT TOTAL	13.58	.00	13.58
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS								
552-6665-436.72-16					OPERATING SUPPLIES / TOOLS			
1585		10/24 AP		03/14/24	0000000 O'DONNELL ACE HARDWARE	54.68		03/26/24
					DEADBLOW/VOLTAGE TESTER			
1585		10/24 AP		03/07/24	0000000 O'DONNELL ACE HARDWARE	16.69		03/26/24
					CAULK GUN			
					ACCOUNT TOTAL	71.37	.00	71.37
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES								
552-6665-436.72-60					OPERATING SUPPLIES / SAFETY SUPPLIES			
1585		10/24 AP		03/06/24	0000000 UNITED RENTALS (NORTH AMERICA)	145.00		03/26/24

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued										
1604				10/24	AP 03/01/24 0000000	BROWN'S SHOE FIT SAFETY SHOES-C KONZ P.O. 56942	159.99			03/26/24
ACCOUNT TOTAL							304.99	.00	304.99	
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE										
1585				10/24	AP 02/24/24 0000000	UNITED PARCEL SERVICE SHIPPING TO WITMER	13.95			03/26/24
ACCOUNT TOTAL							13.95	.00	13.95	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1585				10/24	AP 03/12/24 0000000	ARNOLD MOTOR SUPPLY, LLP BLOWER BELT OPS	13.09			03/26/24
1585				10/24	AP 03/06/24 0000000	O'DONNELL ACE HARDWARE	37.38			03/26/24
1589				10/24	AP 01/31/24 0000000	NAPA AUTO PARTS NAPA PARTS	585.24			03/26/24
ACCOUNT TOTAL							635.71	.00	635.71	
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT										
1585				10/24	AP 03/14/24 0000000	GRAINGER PARTS	44.72			03/26/24
1585				10/24	AP 03/06/24 0000000	O'DONNELL ACE HARDWARE LAB	32.07			03/26/24
1585				10/24	AP 02/28/24 0000000	O'DONNELL ACE HARDWARE SOAP/VINEGAR/SPRAYER	33.46			03/26/24
ACCOUNT TOTAL							110.25	.00	110.25	
552-6665-436.73-68 OTHER SUPPLIES / POLYMER										
1585				10/24	AP 03/08/24 0000000	MSD ENVIRONMENTAL SERVICES, I POLYMER	5,058.01			03/26/24
ACCOUNT TOTAL							5,058.01	.00	5,058.01	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
1585				10/24	AP 03/08/24 0000000	O'DONNELL ACE HARDWARE PAINTING SUPPLIES	31.38			03/26/24
1585				10/24	AP 03/07/24 0000000	JOHNSTONE SUPPLY OF WATERLOO 17TH ST MAU FILTERS	149.88			03/26/24
1585				10/24	AP 03/07/24 0000000	JOHNSTONE SUPPLY OF WATERLOO	91.08			03/26/24

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS						continued			
17TH ST MAU FILTERS									
1585		10/24 AP		03/07/24	0000000	MENARDS-CEDAR FALLS	34.85		03/26/24
						TAPE, CAULK			
						306 BLDG SUPPLIES			
1585		10/24 AP		03/07/24	0000000	O'DONNELL ACE HARDWARE	67.70		03/26/24
						BALL VALVE/NIPPLE			
ACCOUNT TOTAL							374.89	.00	374.89
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS									
1585		10/24 AP		03/15/24	0000000	ARAMARK	34.46		03/26/24
						MOPS AND TOWELS			
ACCOUNT TOTAL							34.46	.00	34.46
FUND TOTAL							6,617.21	.00	6,617.21
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1562		10/24 AP		03/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.90		03/26/24
						9V BATTERIES			
1561		10/24 AP		03/07/24	0000000	R & R INDUSTRIES, INC.	34.37		03/26/24
						HI-VIS SWEATSHIRT			
ACCOUNT TOTAL							35.27	.00	35.27
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1561		10/24 AP		03/12/24	0000000	AECOM TECHNICAL SERVICES, INC	4,202.90		03/26/24
						3215:OLIVE ST BOX CULVERT			
						02/03 - 03/08/24			
PROJECT#: 023215									
1561		10/24 AP		03/07/24	0000000	FOTH INFRASTRUCTURE & ENVIRON	32,243.96		03/26/24
						3261:KATOSKI BRIDGE RECON			
						SERVICES THROUGH 2/29/24			
PROJECT#: 023261									
1561		10/24 AP		02/29/24	0000000	IOWA NORTHLAND REGIONAL CO. O	638.37		03/26/24
						3306-2023 STORMWATER PLAN			
						FEBRUARY EXPENSES			
PROJECT#: 023306									
ACCOUNT TOTAL							37,085.23	.00	37,085.23
FUND TOTAL							37,120.50	.00	37,120.50

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GROUP NBR	PO NBR	ACCTG PER	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441	71	01			OFFICE SUPPLIES / OFFICE SUPPLIES				
1604		10/24	AP	03/12/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	3.42		03/26/24
ACCOUNT TOTAL							3.42	.00	3.42
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
1554		10/24	AP	01/08/24	0000000	THE DAVENPORT GROUP USA, LTD LAMA ANNUAL SUPPORT	25,916.25		03/26/24
ACCOUNT TOTAL							25,916.25	.00	25,916.25
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1554		10/24	AP	03/07/24	0000000	ZONES CONNECTING BUS.& TECHN SCANNER-KATIE	3,847.23		03/26/24
ACCOUNT TOTAL							3,847.23	.00	3,847.23
FUND TOTAL							29,766.90	.00	29,766.90
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				
1587		10/24	AP	03/11/24	0000000	HTP ENERGY	20,826.39		03/26/24
1587		10/24	AP	03/11/24	0000000	BLUFF ST DIESEL	20,623.23		03/26/24
1589		10/24	AP	03/11/24	0000000	BLUFF ST GASOHOL	1,537.80		03/26/24
1587		10/24	AP	02/29/24	0000000	BULK TALAMAR	98.45		03/26/24
1589		10/24	AP	01/31/24	0000000	AIRGAS USA, LLC	265.98		03/26/24
1589		10/24	AP	01/31/24	0000000	WELDING GAS			
1589		10/24	AP	01/31/24	0000000	NAPA AUTO PARTS			
1589		10/24	AP	01/31/24	0000000	NAPA PARTS			
ACCOUNT TOTAL							43,351.85	.00	43,351.85
685-6698-446.72-16 OPERATING SUPPLIES / TOOLS									
1589		10/24	AP	01/31/24	0000000	NAPA AUTO PARTS	156.88		03/26/24
1589		10/24	AP	01/31/24	0000000	NAPA PARTS			
ACCOUNT TOTAL							156.88	.00	156.88

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-54						OPERATING SUPPLIES / BUILDING SUPPLIES				
1589		10/24	AP	12/28/23	0000000	WORKSPACE INC. ARM SETS	1,177.25			03/26/24
ACCOUNT TOTAL							1,177.25	.00	1,177.25	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1587		10/24	AP	03/11/24	0000000	JOHNSTONE SUPPLY OF WATERLOO GAS VALVE FOR GRILL	278.81			03/26/24
1589		10/24	AP	03/11/24	0000000	O'DONNELL ACE HARDWARE LAVA ROCK FOR GRILL	109.52			03/26/24
1587		10/24	AP	03/08/24	0000000	LAWSON PRODUCTS, INC.	2,368.81			03/26/24
1587		10/24	AP	03/08/24	0000000	MISC SHOP SUPPLIES MENARDS-CEDAR FALLS	87.84			03/26/24
1587		10/24	AP	03/07/24	0000000	MISC SUPPLIES FOR GRILL MENARDS-CEDAR FALLS	110.46			03/26/24
1587		10/24	AP	03/06/24	0000000	PART FOR GRILL MENARDS-CEDAR FALLS	89.19			03/26/24
1587		10/24	AP	03/05/24	0000000	PART FOR GRILL AIRGAS USA, LLC	465.96			03/26/24
1587		10/24	AP	02/15/24	0000000	WELDING WIRE FORCE AMERICA DISTRIBUTING LL	3,315.26			03/26/24
1587		10/24	AP	02/06/24	0000000	HYD PUMP FOR #2170 KEITH MFG. CO.	1,142.02			03/26/24
1589		10/24	AP	01/31/24	0000000	WALKING FLOOR VALVE #383 NAPA AUTO PARTS	44,024.37			03/26/24
1589		10/24	AP	01/23/24	0000000	NAPA PARTS TOYNE, INC.	1,520.97			03/26/24
1589		10/24	AP	01/23/24	0000000	FD502 STEERING TOYNE, INC.	361.00			03/26/24
1589		10/24	AP	01/09/24	0000000	THROTTLE PEDAL FD 501 TOYNE, INC.	2,777.60			03/26/24
1589		10/24	AP	01/09/24	0000000	FD502 SUSPENSION PARTS				
ACCOUNT TOTAL							56,651.81	.00	56,651.81	
685-6698-446.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1571		10/24	AP	03/05/24	0000000	DEPT. OF ADMINISTRATIVE SERVI RAWDON EDUCATION CERT PUBLIC MANAGER	3,500.00			03/26/24
ACCOUNT TOTAL							3,500.00	.00	3,500.00	
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS										
1587		10/24	AP	03/05/24	0000000	D & D TIRE INC. #297 REAR TIRES	240.00			03/26/24
1589		10/24	AP	03/05/24	0000000	D & D TIRE INC. #347 TAGS AND REAR TIRES	1,770.00			03/26/24

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	---TRANSACTION--- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS							continued		
ACCOUNT TOTAL							2,010.00	.00	2,010.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1587		10/24 AP		03/14/24	0000000	C & C WELDING & SANDBLASTING	294.25		03/26/24
REPAIRED DOOR HINGE #297									
1589		10/24 AP		03/11/24	0000000	TRUCK CENTER COMPANIES EAST L	10,459.64		03/26/24
REPAIRED ENGINE POWER									
ISSUE #370									
1587		10/24 AP		03/06/24	0000000	CEDAR VALLEY AUTO GLASS INC.	210.00		03/26/24
#232 WINDSHIELD									
1589		10/24 AP		03/06/24	0000000	WITHAM AUTO CENTERS	141.70		03/26/24
ALIGNMENT # 2112									
ACCOUNT TOTAL							11,105.59	.00	11,105.59
FUND TOTAL							117,953.38	.00	117,953.38
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
687-1902-457.51-02 INSURANCE / WORKERS COMP INSURANCE									
1604		10/24 AP		01/30/24	0000000	MERCYONE OCCUPATIONAL HEALTH	175.00		03/26/24
WORKER COMP CLAIM									
ACCOUNT TOTAL							175.00	.00	175.00
FUND TOTAL							175.00	.00	175.00
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
1604		10/24 AP		03/25/24	0000000	MADISON NATIONAL LIFE INS.CO.	4,387.49		03/26/24
LTD-APRIL 2024									
ACCOUNT TOTAL							4,387.49	.00	4,387.49
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1604		10/24 AP		03/25/24	0000000	MADISON NATIONAL LIFE INS.CO.	2,775.18		03/26/24
GROUP LIFE AD/D-APR.2024									
ACCOUNT TOTAL							2,775.18	.00	2,775.18
FUND TOTAL							7,162.67	.00	7,162.67

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GROUP NBR	PO NBR	ACCTG PER	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 689 LIABILITY INSURANCE FUND										
689-1902-457.51-05				INSURANCE / LIABILITY		INSURANCE				
1604		10/24 AP		03/05/24	0000000	COMMUNITY MOTOR CO., INC.	843.77			03/26/24
		DOI:02/06/24				P02 DMG TIRE/RIM				
1604		10/24 AP		02/29/24	0000000	TRAVELERS	191.45			03/26/24
		DOL:9/6/23				RENTAL				
1604		10/24 AP		02/29/24	0000000	TRAVELERS	1,617.63			03/26/24
		DOL:1/9/24				BACKED INTO CAR/HOOD				
				ACCOUNT TOTAL			2,652.85	0.00	2,652.85	
				FUND TOTAL			2,652.85	0.00	2,652.85	
FUND 724 TRUST & AGENCY										
FUND 727 GREENWOOD CEMETERY P-CARE										
FUND 728 FAIRVIEW CEMETERY P-CARE										
FUND 729 HILLSIDE CEMETERY P-CARE										
FUND 790 FLOOD LEVY										
				GRAND TOTAL			1,303,137.38	33.96	1,303,103.42	