



**AGENDA**  
**CITY OF CEDAR FALLS, IOWA**  
**CITY COUNCIL MEETING**  
**MONDAY, FEBRUARY 05, 2024**  
**7:00 PM AT CITY HALL, 220 CLAY STREET**

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**Call to Order by the Mayor**

**Roll Call**

**Pledge of Allegiance**

**Approval of Minutes**

1. Regular meeting of January 16, 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. Continuation of a public hearing on the proposed amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road.
  - a) Written communications filed with the City Clerk.
  - b) Staff comments.
  - c) Public comments.
  - d) Resolution approving an amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road.
3. Continuation of a public hearing on the proposed rezoning from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District of property located North of Aldrich Elementary School and South of West Greenhill Road.
  - a) Written communications filed with the City Clerk.
  - b) Staff comments.
  - c) Public comments.
  - d) Pass an ordinance amending the Zoning Map located North of Aldrich Elementary School and South of West Greenhill Road from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District, upon its first consideration. (Contingent upon approval of previous item)

## Old Business

4. Pass Ordinance #3047, imposing the one percent local sales and services tax within the City of Cedar Falls and allocating the revenue derived therefrom, 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.)

5. Receive and file the City Council Work Session minutes of January 16, 2024 relative to the following items:
  - a) College Hill Visioning Plan.
  - b) Animal Control.
6. Receive and file the minutes of the January 26, 2024 City Council Joint Meeting with Legislators.
7. Receive and file the following resignations of members from Boards and Commissions:
  - a) Julie Kliegl, Human Rights Commission.
8. Receive and file communications from the Civil Service Commission relative to the following certified lists:
  - a) Public Safety Supervisor-Captain.
  - b) Public Safety Supervisor-Lieutenant.
9. Receive and file Departmental Monthly Reports of December 2023.
10. Approve a request for temporary signs at various locations for the Waterloo-Cedar Falls Annual Coin Show on March 23-24, 2024.
11. Approve the following applications for retail alcohol licenses:
  - a) Hy-Vee Fast and Fresh, 6527 University Avenue, Class B retail alcohol - renewal.
  - b) College Square Cinema, 6301 University Avenue, Special Class C retail alcohol - renewal.
  - c) Panther Lounge, 210 East 18th Street, Class C retail alcohol - renewal.
  - d) Bani's, 2128 College Street, Class E retail alcohol - renewal.
  - e) Happy's Wine & Spirits, 5925 University Avenue, Class E retail alcohol - renewal.
  - f) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E retail alcohol - renewal.

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

12. Resolution Calendar with items considered separately.
13. Resolution approving and adopting CFD 1121: Council Policy – City Council Meeting Procedures.
14. Resolution approving and authorizing execution of an Advertising Agreement with Lee Enterprises, Incorporated, d/b/a Courier Communications, relative to recruitment advertising.
15. Resolution approving and authorizing execution of an Amendment to Lease with MercyOne Northeast Iowa, formerly known as Wheaton Franciscan Healthcare-Iowa, Inc., formerly known as Covenant Health Systems, Inc., extending the term from January 1, 2022 through December 31, 2026.
16. Resolution approving and authorizing a Service Agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions relative to a tracking software for Public Safety Services.
17. Resolution approving and adopting the *Imagine College Hill!* Vision Plan.
18. Resolution approving and authorizing execution of an Agreement for Asbestos Inspection/Monitoring Services with Iowa Environmental Services, Inc. relative to properties adjacent to the West Viking Road Industrial Park.

- [19.](#) Resolution approving and authorizing execution of a Professional Services Agreement with Richard Bardle relative to fiberglass TC mascots for the Panthers on Parade Project.
- [20.](#) Resolution approving and authorizing execution of an Iowa Tourism Grant Agreement with Iowa Economic Development Authority (IEDA) relative to digital advertising to promote Cedar Falls.
- [21.](#) Resolution approving and authorizing execution of a Travel Iowa Data Co-op Agreement with Iowa Economic Development Authority (IEDA) relative to Cedar Falls Tourism access to statewide and localized data for tourism planning and marketing.
- [22.](#) Resolution in support of a grant application to the Otto Schoitz Foundation for the Seerley Park Improvements Project.
- [23.](#) Resolution approving and authorizing execution of an Amendment to the Service/Product Agreement for Federally Funded Project with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services for activities relative to FY2023 (FFY2022) HOME Investment Partnership Program funding project delivery.
- [24.](#) Resolution approving and authorizing execution of a Second Amendment to the Service/Product Agreement for Federally Funded Project with Iowa Northland Regional Council of Governments (INRCOG) for administration and technical services for activities relative to FY2023 (FFY2022) Community Development Block Grant (CDBG).
- [25.](#) Resolution approving and authorizing execution of a Contract with Family & Children's Council of Black Hawk County relative to Community Development Block Grant (CDBG) funding for service agencies.
- [26.](#) Resolution approving and authorizing execution of a Contract with the Salvation Army relative to Community Development Block Grant (CDBG) funding for service agencies.
- [27.](#) Resolution approving and authorizing execution of an Offer to Buy Real Estate and Acceptance for property located at 1218 Cottage Row Road.
- [28.](#) Resolution approving and authorizing submission of the Iowa Certified Local Government (CLG) 2023 Annual Report of the Historic Preservation Commission to the State Historical Society of Iowa.
- [29.](#) Resolution approving and authorizing execution of an Offer to Buy parcels 49 & 52 with the Iowa Department of Transportation (IDOT) relative to the reconstruction of Highway 57/West 1st Street.
- [30.](#) Resolution approving and authorizing execution of a Farm Lease Agreement with Century Farms an Iowa General Partnership relative to agricultural land known as the Belz Farm.
- [31.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a columbarium vault for the Cemetery Section of the Operations and Maintenance Division.
- [32.](#) Resolution approving and authorizing execution of Supplemental Agreement No. 1 to the Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the 2024 Bridge Inspection Project.
- [33.](#) Resolution receiving and filing the bids, and approving and accepting the low bid of Municipal Pipe Tool Company, LLC in the amount of \$151,712.00, for the 2024 CDBG Sanitary Sewer Rehabilitation Project.
- [34.](#) Resolution approving and accepting the contract and bond of Municipal Pipe Tool Company, LLC for the 2024 CDBG Sanitary Sewer Rehabilitation Project.
- [35.](#) Resolution approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Cedar Falls Community School District (CFCSD), relative to a post-construction stormwater management plan for the Cedar Falls High School located at West 27th Street.

- [36.](#) Resolution setting February 19, 2024 as the date of public hearing to consider entering into a proposed Amended and Restated Agreement for Private Development with CV Commercial, L.L.C.
- [37.](#) Resolution receiving and filing, and setting February 19, 2024 as the date of public hearing on, the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project Phase 2.

### **Ordinances**

- [38.](#) Pass an ordinance, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Cemetery Section, upon its first consideration.
- [39.](#) Pass an ordinance, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of West 27th Street, upon its first consideration.

### **Allow Bills and Claims**

- [40.](#) Allow Bills and Claims for February 5, 2024.

### **Council Updates and Announcements**

#### **Council Referrals**

- 41. Refer to the Committee of the Whole discussion for 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.
- 42. Refer to the Committee of the Whole discussion on the City's current Conflict of Interest disclosure requirements.

#### **Executive Session**

- 43. Executive Session to discuss Collective Bargaining per Iowa Code Section 20.17(3) as negotiating sessions, strategy meetings of public employers, mediation, and the deliberative process of arbitrators.

#### **Adjournment**

**CITY HALL  
CEDAR FALLS, IOWA, JANUARY 16, 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.

54595 - It was moved by Kruse and seconded by Latta that the minutes of the Regular Meeting of January 2, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54596 - Reverend Michael Blackwell, Cedar Falls, suggested a discussion on racial disparities between Iowa cities and would like a plan to put forward to the state government to eliminate decades of racial neglect.

Rosemary Beach, Cedar Falls, requested revisiting the Blue Zones program and a handicap restroom.

Pastor Larry Stumme, St. Paul Lutheran Church, seconded Reverend Blackwell's comments. He also mentioned February 1, 2024, as the 2nd Annual George Washington Carver Day and gave an overview of Mr. Carver's history.

Noah Hackbart, UNI Student Liaison, commented on a safety walk recently held on campus and expressed concerns with lighting in the College Hill area.

54597 - Library Director Stern provided an update on the implementation of new software at the Library and noted that due to staff training the Library will be open on January 18, 2024 from 2PM-6PM.

Public Works Director Schrage provided information on the Snow Emergency that is in effect from 8PM January 17 – 7AM on January 18, for snow removal in the Downtown Parkade and College Hill areas and noted that signs have been posted regarding parking restrictions.

54598 - Mayor Laudick announced that in accordance with the public notice of January 4, 2024, this was the time and place for a public hearing on the proposed FY2024-FY2029 Capital Improvements Program (CIP). 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.

54599 - The Mayor then asked if there were any written communications filed to the proposed CIP. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Finance & Business Operations Director Rodenbeck provided a summary of the proposed CIP. There being no one else present wishing to speak about the proposed CIP, the Mayor declared

the hearing closed and passed to the next order of business.

- 54600 - It was moved by Kruse and seconded by Hawbaker that Resolution #23,452, approving and adopting the FY2024-FY2029 Capital Improvements Program (CIP), 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 #23,452 duly passed and adopted.
- 54601 - It was moved by Crisman and seconded by Hawbaker that Resolution #23,453, declaring an official intent under Treasury Regulation 1.150-2 to issue debt to reimburse the City for certain original expenditures paid in connection with specified projects, 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 #23,453 duly passed and adopted.
- 54602 - It was moved by Ganfield and seconded by Hawbaker that Resolution #23,454, approving and adopting the American Rescue Plan Act (ARPA) Allocation relative to providing continued relief from the public health and economic impacts of the COVID-19 public health emergency, 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 #23,454 duly passed and adopted.
- 54603 - Mayor Laudick announced that in accordance with the public notice of January 6, 2024, this was the time and place for a public hearing on a proposed amendment to the Land Use Map by changing the designation from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use of property located North of Aldrich Elementary School and South of West Greenhill Road. It was then moved by Kruse and seconded by Latta that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54604 - The Mayor then asked if there were any written communications filed to the proposed amendment. Upon being advised that there was one written communication on file, the Mayor then called for oral comments. Planner I Atodaria gave a brief presentation that included agenda items #5 and #6. Following questions and comments by Councilmembers Dunn, Schultz and Hawbaker, and responses by Atodaria, City Attorney Rogers and Community Development Director Sheetz, it was moved by Schultz and seconded by Ganfield to postpone the public hearing to the February 5, 2024 City Council meeting. Following a question by Mayor Laudick and comments and questions by Councilmembers Schultz, Dunn, Kruse, and Hawbaker, and Mayor Laudick, and responses by Atodaria and Representative for the Developer Panther

Farms/Panther Builders Nick Brewer, it was moved by Hawbaker and seconded by Kruse to amend the motion to postpone to include both agenda items #5 and # 6. Following comments by Mayor Laudick, and questions and comments by Councilmembers Latta, Crisman, Kruse, and Ganfield, and responses by Rogers, Sheetz and Planning & Community Services Manager Howard, the motion to amend the postponement carried unanimously. The motion to postpone the hearing as amended carried 5-2, with Latta and Crisman voting Nay.

54605 - Mayor Laudick announced that in accordance with the public notice of January 4, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 CDBG Sanitary Sewer Rehabilitation Project. It was then moved by Ganfield and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

54606 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Water Reclamation Manager Griffin provided a summary of the proposed project. Following questions by Councilmembers Ganfield and Kruse, and responses by Griffin and Public Works Director Schrage, the Mayor declared the hearing closed and passed to the next order of business.

54607 - It was moved by Ganfield and seconded by Kruse that Resolution #23,455, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 CDBG Sanitary Sewer Rehabilitation Project, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,455 duly passed and adopted.

54608 - It was moved by Ganfield and seconded by Hawbaker that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Standing Committee minutes of January 2, 2024 relative to the following items:

- a) Capital Improvements Programs (CIP).

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

- a) Amanda Lynch, Planning & Zoning Commission.

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

- a) Assistant Equipment Mechanic.

Approve the following applications for retail alcohol licenses:

- a) Fraternal Order of Eagles, 2125 West Lone Tree Road, Class C retail alcohol

& outdoor service - renewal.

b) Second State Brewing, 203 State Street, Class C retail alcohol & outdoor service – renewal.

c) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - renewal.

Motion carried unanimously.

54609 - It was moved by Ganfield and seconded by Kruse that the following resolutions be introduced and adopted:

Resolution #23,456, approving and accepting the permanent transfer of \$30,000.00 from the Municipal Communications Utility to the Economic Development Fund of the City of Cedar Falls.

Resolution #23,457, approving and authorizing execution of a Title VI Non-Discrimination Agreement with the Iowa Department of Transportation (IDOT).

Resolution #23,458, levying a final assessment for costs incurred by the City to mow the property located at 807 Clay Street.

Resolution #23,459, approving and authorizing execution of a Settlement and Release Agreement in connection with the pending lawsuit involving defects in the construction of portions of Algonquin Drive. (Case # LACV133772; In the Iowa District Court for Black Hawk County)

Resolution #23,460, approving and authorizing execution of a Rework Agreement with Dave Schmitt Construction Company relative to the repair of Algonquin Drive. (Contingent upon approval of the previous item)

Resolution #23,461, approving and authorizing execution of a Professional Services Agreement with Robert Sobczak relative to fiberglass TC mascots for the Panthers on Parade Project.

Resolution #23,462, approving and authorizing execution of a Contract with the Northeast Iowa Foodbank relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #23,463, approving and authorizing execution of a Contract with Pathways Behavioral Services, Inc. relative to Community Development Block Grant (CDBG) funding for service agencies.

Resolution #23,464, approving the amended preliminary plat for West Fork Crossing.

Resolution #23,465, approving the final plat for West Fork Crossing First Addition. (Contingent upon approval of previous item)

Resolution #23,466, approving and authorizing execution of a Storm Water Maintenance and Repair Agreement with Money Pit, LLC, relative to a post-construction stormwater management plan for West Fork Crossing First Addition. (Contingent upon approval of previous item)



Resolution #23,467, approving and accepting completion of public improvements in West Fork Crossing First Addition. (Contingent upon approval of previous item)

Resolution #23,468, approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Katoski Drive Box Culvert Replacement Project.

Resolution #23,469, approving and authorizing execution of Supplemental Agreement No. 10C to the Professional Services Agreement with Snyder & Associates, Inc. for design and right-of-way services relative to the West Viking Road Reconstruction 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 #23,456 through #23,469 duly passed and adopted.

54610 - It was moved by Latta and seconded by Kruse that Ordinance #3047, imposing the one percent local sales and services tax within the City of Cedar Falls and allocating the revenue derived therefrom, 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.

54611 - It was moved by Kruse and seconded by Hawbaker that the bills and claims of January 16, 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.

54612 - Councilmember Latta requested an update on the timeline of adding an additional School Resource Officer (SRO). City Administrator Gaines and Public Safety Director Berte responded.

Mayor Laudick noted the Iowa League of Cities training he and Councilmember Dunn will be attending on March 6, 2024 and that information will be made available for other Councilmembers interested in attending.

54613 - It was moved by Kruse and seconded by Dunn to adjourn to Executive Session to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property; and to discuss the City Administrator's performance pursuant to Iowa Code Section 21.5(1)(i) and City Code Section 2-217. Upon call of the roll,

the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:10 P.M.

Mayor Laudick reconvened the Council meeting at 9:34 P.M.

54614 - It was moved by Ganfield and seconded by Crisman that the meeting be adjourned at 9:35 P.M. Motion carried unanimously.

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Kim Kerr, CMC, City Clerk



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8606  
 Fax: 319-273-8610  
 www.cedarfalls.com

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner 1

**DATE:** February 5, 2024

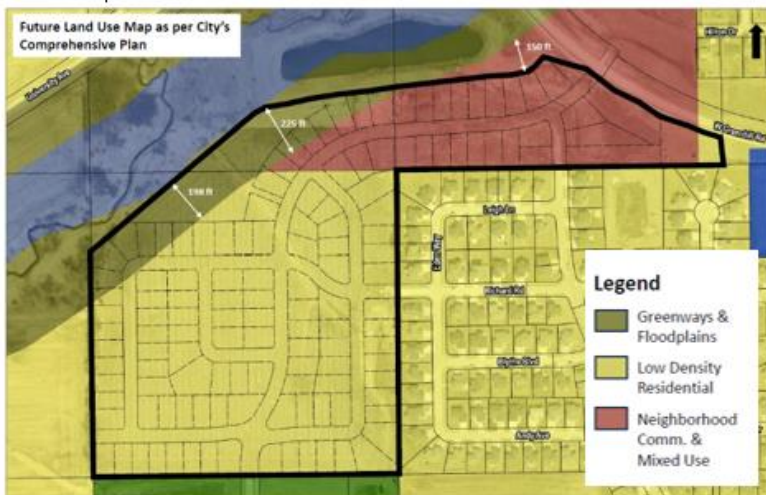
**SUBJECT:** Rezoning Request for property located North of Aldrich Elementary School and South of W. Greenhill Road (RZ23-003) and associated Land Use Map Amendment (LU23-002)

### OVERVIEW

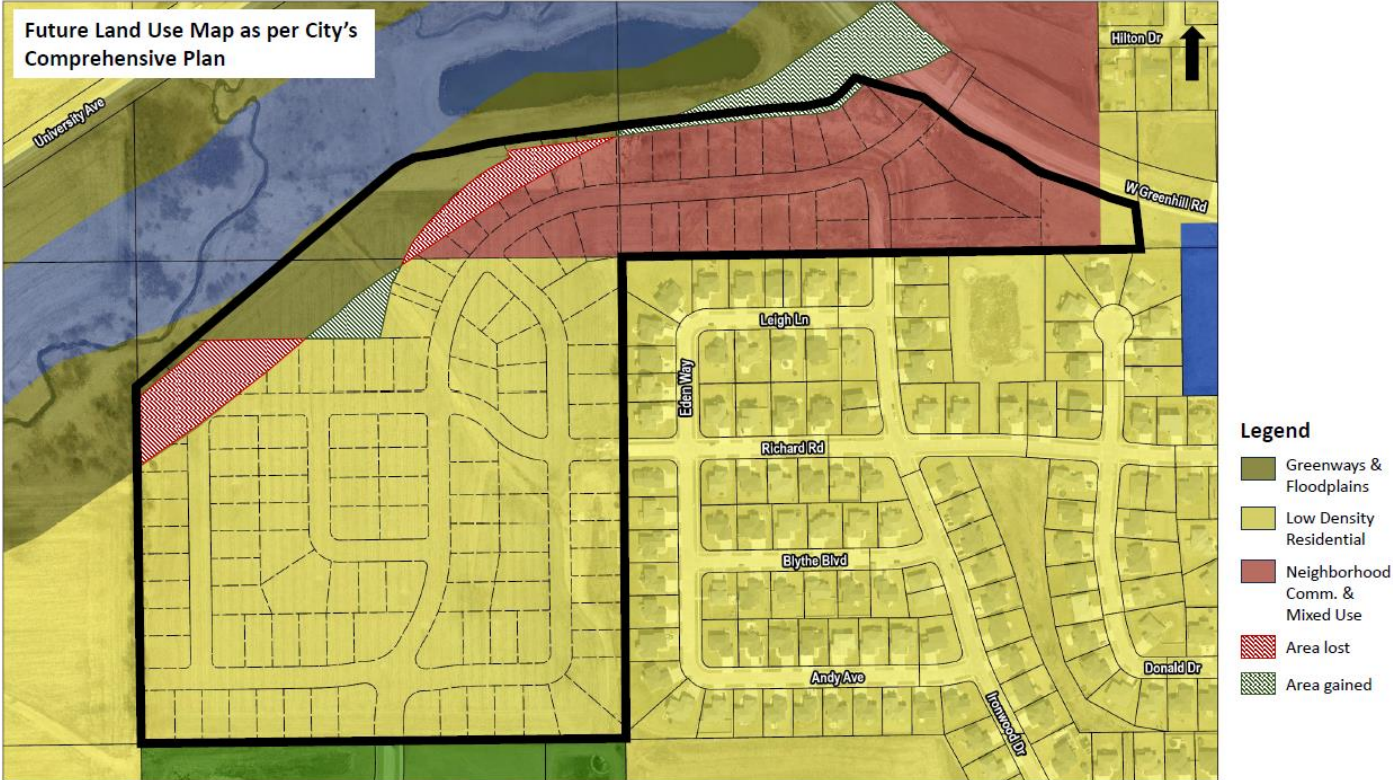
At the January 16th City Council meeting, the Council had a few questions regarding the request to amend the Future Land Use Map for property located north of Aldrich Elementary School and south of W. Greenhill Road. At the meeting, City Council requested a side-by-side comparison of the existing and proposed Future Land Use Map to gain a better understanding of how much of the area designated as “Greenway & Floodplain” is being proposed for development and the extent of the area proposed to change from “Neighborhood Commercial and Mixed Use” to “Low Density Residential.”

### STAFF UPDATES:

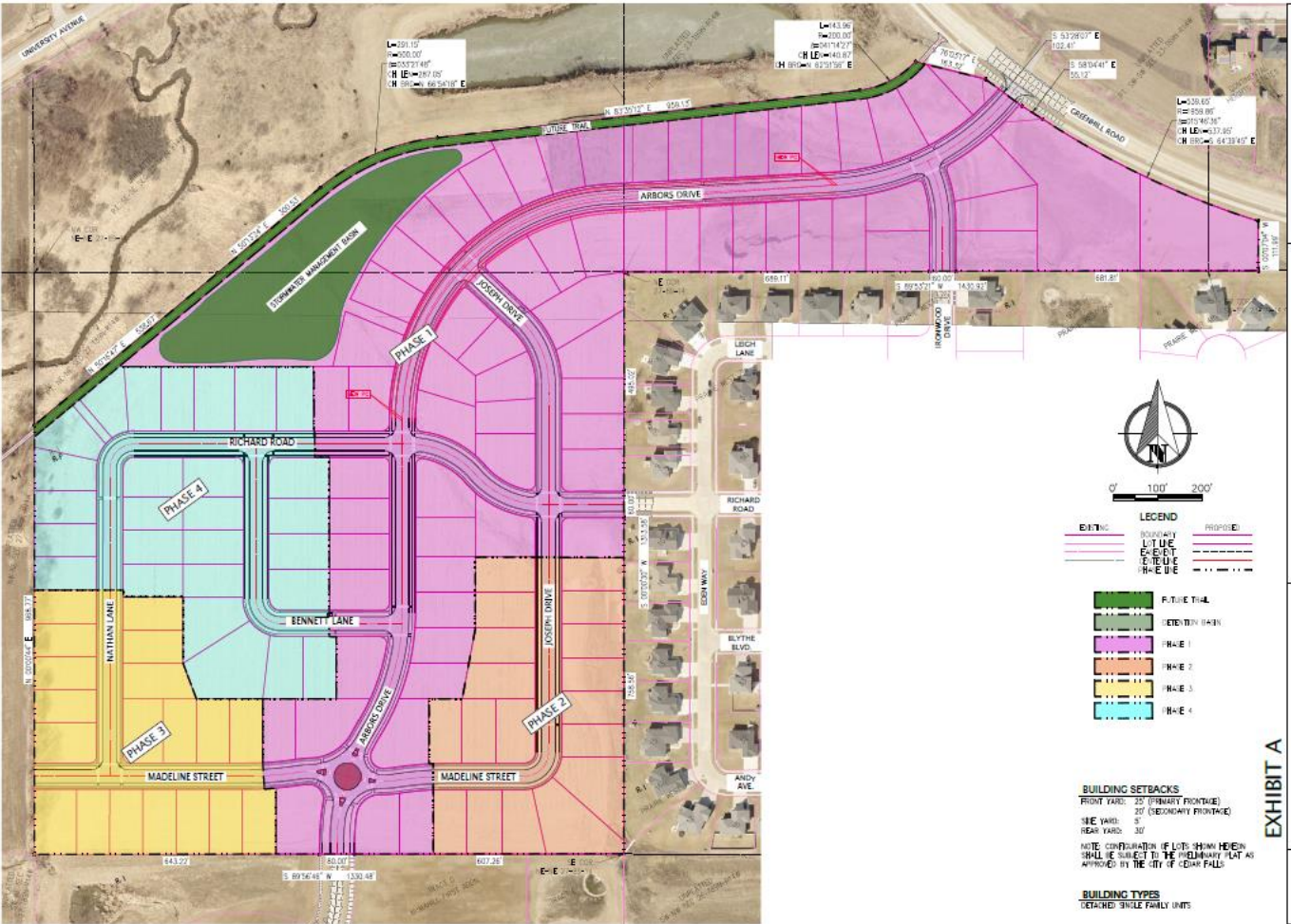
Staff was able to generate map exhibits as per City Council request. The below images show the existing Future Land Use Map on the left and the Planning and Zoning Commission’s recommended change on the right (see also larger scale images included in the Council packet).



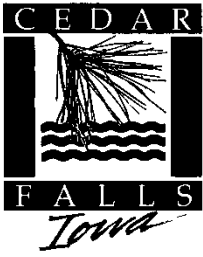
The map exhibit below shows the comparison between area lost and gained as far as the Greenways and Floodplain use is concerned. Note that the area that is proposed for a stormwater basin is included in the area that will remain as a green buffer. In addition, there is a net gain to the buffer area on the north end toward Greenhill Road. The areas proposed for home lots are shown in the red hatching. These are the areas where the Greenway area will be reduced (see also larger scale image included in the packet).



In addition, staff asked the applicant's engineer to update the proposed RP Master Plan with visible colors for better readability. Please see the updated RP Master Plan exhibit (see also larger version included in the packet).



For ease of review, the staff has presented the requested information in this separate memo. The original staff report (dated January 16<sup>th</sup>, 2024), minutes, correspondence, and other supplemental materials are also included in the packet. Larger versions of the maps in this memo are attached as well.



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Jaydevsinh Atodaria (JD) AICP, City Planner I
Matthew Tolan, Civil Engineer II
DATE: January 16, 2024
SUBJECT: Rezoning Request for property located North of Aldrich Elementary School and South of W. Greenhill Road (RZ23-003) Land Use Map Amendment (LU23-002)

REQUEST: Amend Future Land Use Map from Low Density Residential Use, Greenways and Floodplain Use, and Neighborhood Commercial & Mixed Use to Low Density Residential Use and adjust the Greenways and Floodplain Use (LU23-002)
Rezone property from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District (RZ23-003)

PETITIONER: Brent Dahlstrom, Owner; Panther Builders LLC, Applicant

LOCATION: 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road

PROPOSAL

The applicant is requesting to rezone 54.79 acres of land owned by Brent Dahlstrom from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District.

Since the Future Land Use Map in the City's Comprehensive Plan currently designates portions of this property as "Neighborhood Commercial and Mixed Use" and "Greenways and Floodplain Use," the applicant is also requesting an amendment to the Future Land Use Map to "Low Density Residential." The applicant's stated reasons for these changes are attached.



## BACKGROUND

The subject property comprising 54.79 acres of parcel is currently unplatted. However, a portion (14.18 acres) of the subject property was rezoned from A-1 Agricultural District to MU Mixed Use Residential District with an approved MU District Site Plan and developmental procedures agreement to create a multi-use development, consisting of residential and professional office uses in July 2016. A preliminary plat for the area zoned MU was approved by the City Council in September 2018, with the intent to build multi-family residential dwellings and professional offices. However, no work was done on the project after approval of the preliminary plat, so the plat is now expired, and hence, remains unplatted.

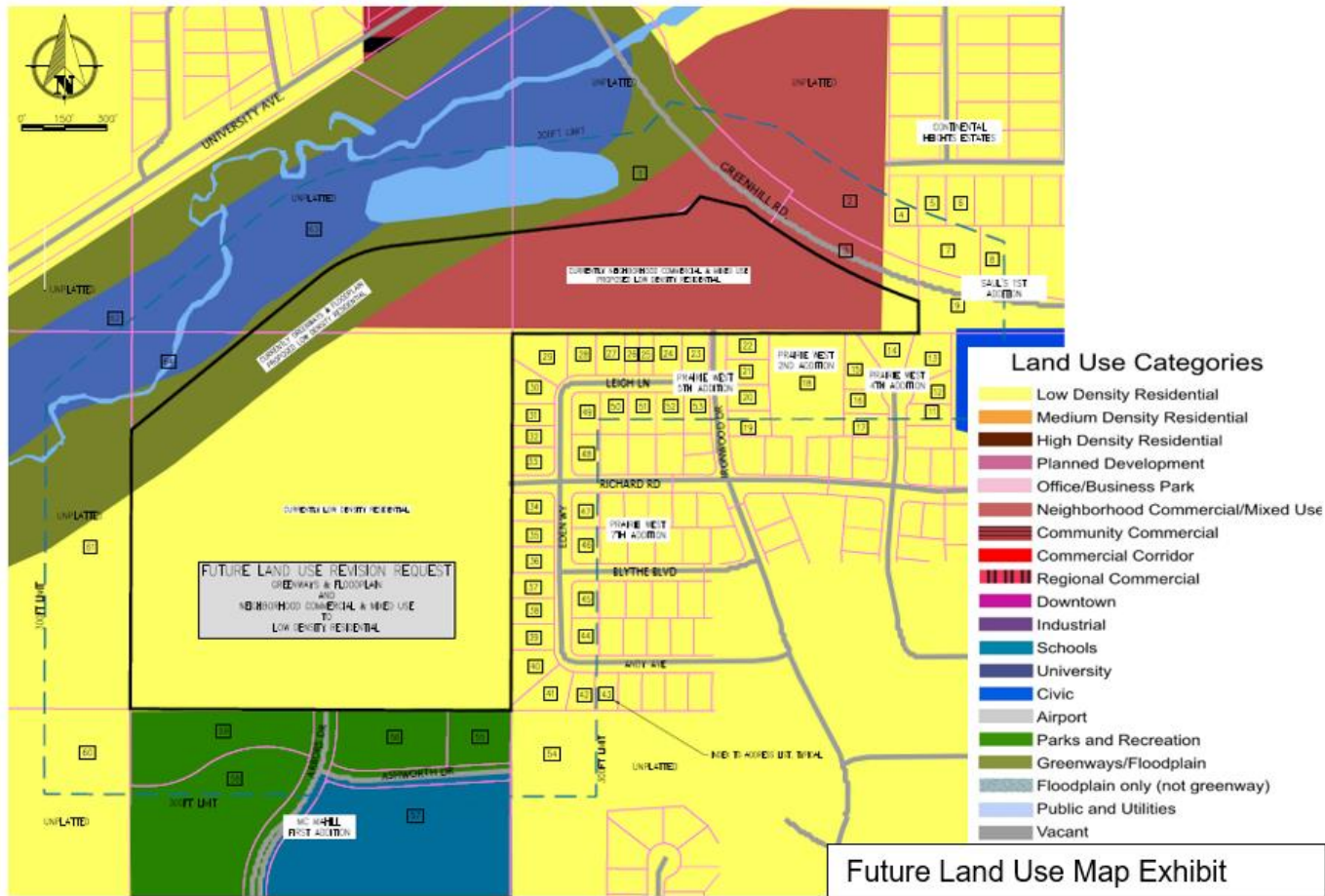
The other portion (approx. 40 acres) of the subject property was rezoned from A-1 Agricultural District to R-1 Residence District in February 2019. Following the rezoning, an application for a preliminary plat was submitted to subdivide the property into single family home lots. However, that application was withdrawn, so the area remains unplatted.

The applicant is now proposing to rezone the entire 54.79 acres of land from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District to allow the development of the area with detached single-family dwelling units. As per City code, the RP Planned Residence District requires the submittal of a Master Plan to show the overall development plan, including the intended uses, development pattern and any special features or standards, and the submittal of developmental procedures agreement to establish the agreed upon standards and conditions for the development. An RP Master Plan for the site has been submitted for review along with other supplemental materials for the project.

## ANALYSIS

The first thing that is analyze when a rezoning is requested is whether it is compliant with the Comprehensive Plan and Future Land Use map. In this case, the proposed rezoning request is not consistent with the Comprehensive Plan and the Future Land Use map, which is why the applicant is also requesting to amend the Future Land Use map. A rezoning can only be approved if it is consistent with the Comprehensive Plan.

The Future Land Use Map in the City's Comprehensive Plan identifies the subject parcel as "Low-Density Residential Use", "Greenways & Floodplain Use" and "Neighborhood Commercial and Mixed Use". In this case, the current zoning of the subject property, R-1 Residential District and MU Mixed Use Residential District is consistent, but the proposed RP Master Plan, given that it will be restricted to detached single-family dwellings is not consistent with the "Neighborhood Commercial and Mixed Use" designation for the northern portion of the property. The applicant has submitted a statement regarding the reasons they believe the proposed Land Use Map amendment (LUMA) is warranted along with their proposal for amending the Future Land Use Map (See exhibit below). The exhibit shows the current designations in color with their stated request for amendment in the text.



Future Land Use Map Exhibit

As per the City’s Comprehensive Plan:

1. *Low-Density Residential Use* emphasizes single-family detached development with density ranging from 1 to 4 units per acre.
2. *Greenways & Floodplain Use* emphasizes the preservation of environmentally sensitive areas and crucial scenic corridors and their possible incorporation into the City’s trail system.
3. *Neighborhood Commercial and Mixed Use* emphasizes the development of low-impact commercial use, providing a variety of neighborhood services. This use designation should be located along major streets, promote buffering to eliminate negative effects on surrounding residential areas, and have good landscaping to enhance the site as well as provide a visual buffer. This use also allows the development of residential units above commercial development with a high emphasis on good pedestrian/bicycle connections into surrounding areas.

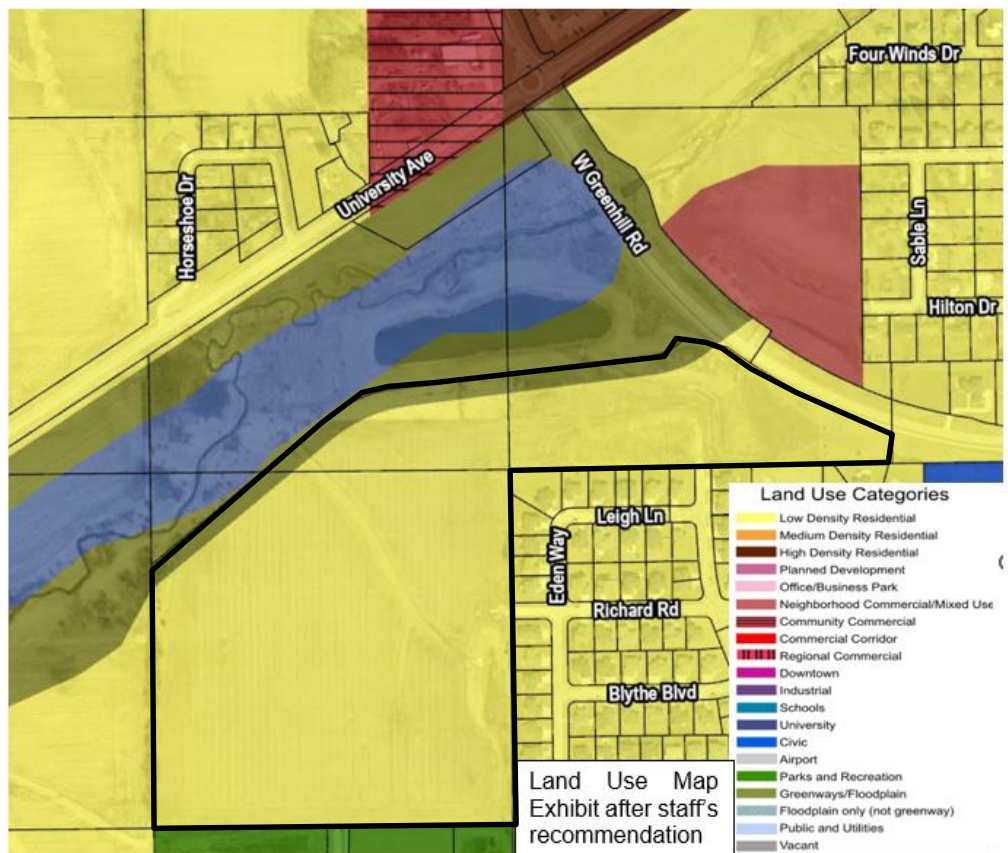
As noted in the above exhibit, the applicant is proposing to amend the Future Land Use Map in the City’s Comprehensive Plan document from “Low-Density Residential Use”, “Greenways & Floodplain Use” and “Neighborhood Commercial and Mixed Use” to “Low-Density Residential Use.” The applicant indicates that the proposed LUMA for the entire property would be synonymous with the surrounding low-density residential use. The applicant indicates that as per market needs, the single-family lots are more urgent and appealing to current neighbors.

Staff notes that the subject property may not be ideal for having commercial uses, given that



there is a neighborhood-serving commercial area nearby in the Greenhill Village mixed-use development. There is a need for more residential development in the community with homebuilders recently noting the limited availability of home lots within Cedar Falls. In general lack of supply drives up home prices in the community at large. However, staff notes that taking away entire portion of “Greenways and Floodplain Use” designation from the subject property may not be acceptable, considering the fact that the City’s Comprehensive Plan suggests that the Greenways and Floodplain Use should emphasize preservation of environmentally sensitive areas and crucial scenic corridors as noted above. It is a goal of the City to identify areas where our recreational trail network can be expanded as new development occurs. Staff is supportive of refining the boundary of the Greenways and Floodplain Use designation on the Future Land Use Map, but recommends reserving a minimum of 20 feet along the edge of, but outside of the Dry Run Creek floodway for a future public trail. . Staff believes that a future recreation trail developed along this scenic corridor would provide a community amenity space for nearby residents and also provide an alternative means of walking/biking to surrounding destinations, including the public parkland located west of Aldrich Elementary School along Arbors Drive and the school itself.

Staff recommends changing the Future Land Use Map designation to “Low Density Residential Use” and to adjust the “Greenways & Floodplain Use” to align better with the stream corridor with enough space for a future public trail. See below image for more reference. The exact area needed for the trail could be delineated on the preliminary plat for the Panther West development based on the topography and specific plans for the stormwater management. Maintaining the greenway along the edge of this development would ensure there is an adequate buffer from the floodplain area (north of subject property), which would align with the intent of the City’s Comprehensive Plan. The developer agrees with staff’s recommendation.



## CURRENT ZONING

Currently, the subject property is in the R-1 Residence District and MU Mixed-Use Residential District. The purpose of the R-1 Residence District is to allow the development of low-density residential neighborhoods, including detached single-family dwellings, duplexes, and single-family bi-attached dwellings, and supporting institutional uses such as schools and churches.

The purpose of the MU Mixed Use Residential District is to accommodate integrated residential, and neighborhood commercial land uses on larger parcels to create viable, self-supporting neighborhood districts. The MU District strives to encourage innovative development that incorporates high-quality building design, careful site planning, and preservation of unique environmental features with an emphasis on the creation of open spaces and amenities that enhance the quality of life of residents in the district.

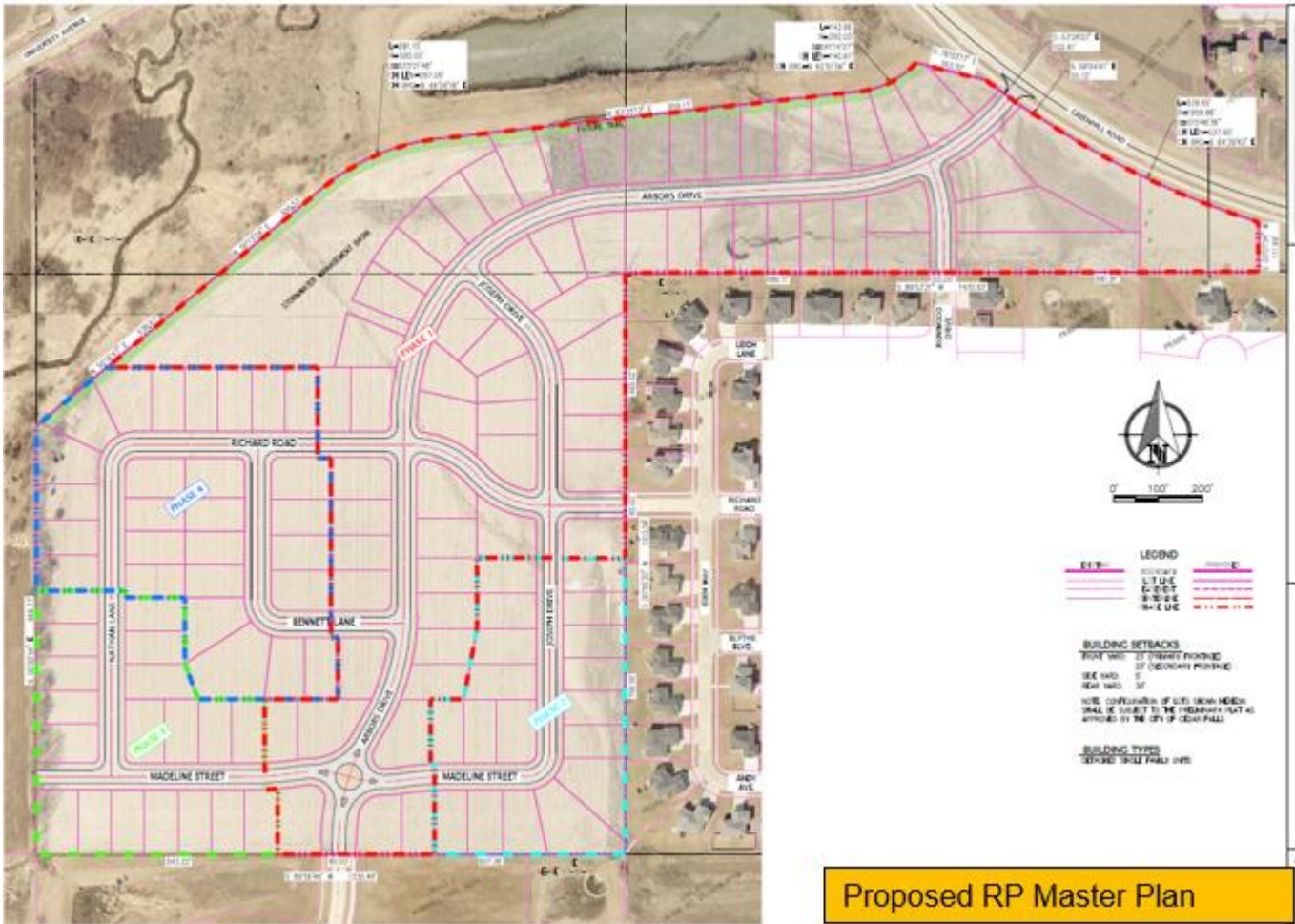
## PROPOSED ZONING AND RP MASTER PLAN

The purpose of the RP Planned Residence District is to permit the establishment of multi-use and integrated-use residential developments and to provide for the orderly planned growth of residential developments in larger tracts of land. The RP District allows flexibility in the types of dwellings, lot sizes, building heights, and setbacks. However, to ensure that the area is developed in an orderly manner, provides for efficient traffic circulation between neighborhoods, and includes the necessary infrastructure to meet the needs of future residents, a master plan must be submitted with the rezoning, which is adopted with a developmental procedural agreement.

The applicant proposes an RP Master Plan that restricts the development to detached single family dwellings only, which will be developed in four phases. Staff notes that the lot lines shown on the RP Master Plan are for conceptual purposes only, as the exact configuration will be established with the preliminary plat once exact size and location of stormwater facilities, easements and necessary infrastructure is determined.

### Street layout and connectivity:

The street layout is one of the most important aspects of the proposed master plan as it should demonstrate a well-connected street pattern with multiple, direct routes between neighborhood destinations with a phasing plan that ensures that critical street routes are completed first to reduce traffic congestion, encourage safe walking and biking, improve emergency access and response times, and allow for the timely provision of essential infrastructure. The Master Plan proposed by the applicant is shown below.



Proposed RP Master Plan

The proposed RP Master Plan illustrates that Arbors Drive will be extended northward to W. Greenhill Road. Richard Road will be extended westward into the proposed development and Ironwood Drive will be extended northward to connect to W. Greenhill Road. All these street extensions would allow both the proposed development and the adjacent development to east and south of the subject property with alternative routes to and from the development, which will distribute the traffic in the neighborhood and more importantly provide needed street connections to navigate between the subdivisions. Staff notes that the proposed extension of streets as noted above will address the missing critical connections for the surrounding land uses, provide distribution of traffic, and provide much needed accessibility to Aldrich Elementary School.

The proposed RP Master plan also shows that the Madeline Street will be extended westward from the Arbors Drive, providing a connection opportunity for future development of the area to the west of the subject property, with all city services being stubbed to the western boundary of the subject property. All these street extensions/connections are likely to take place as per the proposed phasing that is indicated on the submitted RP Master Plan for the subject property.

Phasing:

The proposed RP Master Plan indicates that the development will occur in four phases. With master planned development, it is important to think about phasing to ensure that critical street connections occur first to reduce traffic congestion and provide for the distribution of traffic to

area destinations and to ensure that all necessary infrastructure is in place to support the development.

The applicant's original proposal for phasing addressed two critical street connections in Phase 1 of the development: the extension of Arbors Drive and Ironwood Drive. Completion of these streets will create additional routes to Aldrich Elementary School and to other community destinations for area residents. However, at the November 8<sup>th</sup> Commission meeting, staff recommended adding the extension of Richard Road and all lots north of Richard Road in Phase 1 of the project. The extension of Richard Road to Arbors Drive will allow another route from the neighborhood to the east to the school. Connecting Richard Road in Phase 1 of the project would allow distribution of the traffic within the neighborhood and allow the possibility for students/parents within the neighborhood to walk/bike to the school.

The developer has now revised the phasing plan as per staff's recommendation as shown above. The updated RP Master Plan Amendment exhibit is attached in the packet for more reference. The applicant's proposed phasing plan now addresses three critical street connections in Phase 1 of the development: the extension of Arbors Drive, Richard Road, and Ironwood Drive as noted above in the staff report.

#### Lot Configuration and Setbacks:

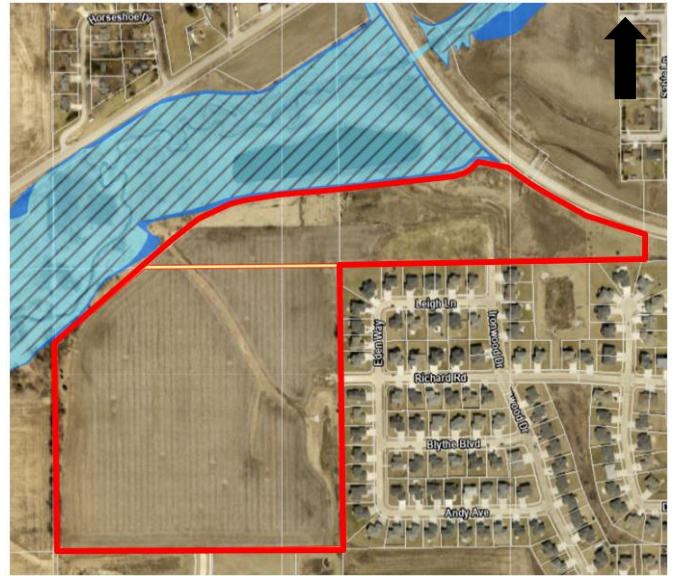
The applicant has indicated that the lots will generally follow the lot sizes allowed in the R-1 Residence District as generally illustrated on their proposed Master Plan. Setbacks equal to what is required in the R-4 Zoning District are required around the perimeter of the RP District. Therefore, where lots back up to the perimeter of the development, the setback is 30 feet to match the rear yard setback in the R-4 Zone. Where a side lot line abuts the perimeter of the development, the side setback standard in the R-4 District applies. Other setbacks standards are determined by the applicant.

In this case, the applicant is proposing front setbacks for all the detached single-family dwellings will be 25 feet. For corner lots the applicant is proposing a minimum of 25-foot primary frontage setback and a 20-foot setback along secondary street frontages. For clarity all streetside setbacks will be delineated with the preliminary plat. The applicant proposes minimum 5-foot side yard setbacks. The perimeter setbacks and other setback information will be shown in detail when a preliminary plat for the area is submitted.

## Rezoning requests also involve evaluation of the other criteria:

### ENVIRONMENTALLY SENSITIVE AREAS

The subject property borders the floodplain of Dry Run Creek. See the image to the right for reference. The floodway is indicated as a hashed area, the light blue color represents the boundary of the 100-year flood plain and the dark blue color represents the 500-year floodplain boundary. The property subject to this rezoning does not fall within the floodplain, but as noted above the greenway should be protected and considered as a scenic corridor suitable for trails and as a buffer between developed areas and critical natural areas.



### ACCESS TO PUBLIC SERVICES

All City services including sanitary sewer, storm sewer, water, and gas are available to the adjacent property along the southern and easterly boundaries of the proposed development for the developer to extend to serve the proposed development. To further develop the land to the west of the proposed site, the necessary infrastructure including all city services will need to be extended to the western boundaries of this site.

The applicant will be providing a detailed stormwater management report and stormwater management plan for the proposed development with the preliminary plat.

### ACCESS TO ADEQUATE STREET NETWORK

Development of the property under RP Zoning will be possible by extending Arbors Drive from the south up to W. Greenhill Road. To continue the street patterns from the adjacent subdivision to the east, the proposed development will allow the extension of Ironwood Drive northward, and Richard Road westward as noted above. And the extension of proposed Madeline Street westward from the Arbors Drive will provide development opportunity for the unplatted area west of the subject property as noted above.

The applicant will be providing a detailed traffic-impact study with the preliminary plat.

### PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the land use map amendment and rezoning request on October 27, 2023.

Notice of the Planning and Zoning Commission Public Hearing was published in the Waterloo-Cedar Falls Courier on November 14, 2023 and notice of Council's hearing was published in the Waterloo-Cedar Falls Courier on June 6, 2024.

## TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns about the proposed rezoning request. Staff notes that the RP Planned Residence district requires a developmental procedures agreement at the time of rezoning that spells out any condition or agreement about the proposed master plan and the land uses anticipated. This agreement must be finalized prior to the public hearing at the City Council. The signed development agreement has been submitted by the developer with the packet for review.

## RECOMMENDATION

Planning and Zoning Commission recommends approval of the submitted land use map amendment (LU23-002) and the request to rezone the 54.79 acre of property located north of Aldrich Elementary School and south of W. Greenhill Road from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District (RZ23-003) as per staff's recommendation at their regular meeting on 21<sup>st</sup> November 2023 with a vote of 5 ayes and 0 nays. Staff also recommends approval of the case LU23-002 and RZ23-003 subject to compliance with submitted master plan and a development procedures agreement that includes the conditions noted in the staff report above.

## PLANNING & ZONING COMMISSION

**Introduction**  
11/8/2023     Acting Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that this is essentially two cases, a Land Use Map Amendment and a rezoning request. He provided a rendering of the area being discussed and discussed the changes that have taken place since 2016. He explained that the proposal is to rezone 54.79 acres of land from R-1 Residential District and MU Mixed Use Residential District to RP Planned Residential. It is also being requested to amend the Future Land Use Map in the City's Comprehensive Plan from "Neighborhood Commercial and Mixed Use" to "Greenways and Floodplain Use" and "Low Density Residential Use" to "Low Density Residential Use." He noted that the RP District requires the submittal of a Master Plan and Developmental Procedures Agreement.

Mr. Atodaria provided information regarding the different uses in the City's Comprehensive Plan. He provided analysis of the proposal, stating that the subject property may not be ideal for commercial uses with the presence of neighborhood serving commercial uses nearby. He also noted the need for more residential development in the community and that taking the entire portion of "Greenways and Floodplain Use" may not be acceptable as per the City's Comprehensive Plan and its significance.

Staff recommends changing the designation to "Low Density Residential Use" and adjusting the "Greenways and Floodplain Use" to align better with the stream corridor and enough space for a future public trail. They also recommend maintaining the greenway designation along the northern edge of this development. This will ensure an adequate buffer from the floodplain area.

With regard to zoning, the proposal is to rezone R-1 and MU to the RP District. Mr. Atodaria discussed the intended uses for the zoning and explained the benefits of changing the area to an RP District. He noted that the proposal is intended to restrict the development to detached single-family dwellings. The exact number of lots will be determined when the area is platted. He also provided information regarding the setbacks for the lots. The proposed plan would extend the existing critical connections into the proposed development. The street extensions will provide alternative routes and distribute traffic and much needed connections to West Greenhill Road and Aldrich Elementary School. The proposed Madeline Street will be extended westward to provide opportunity for future development. The proposed Master Plan would be done in four

phases, with two of the critical street connections, including Arbors Drive and Ironwood Drive, being addressed in Phase 1. Mr. Atodaria explained the staff recommendations for phasing and noted other evaluations for rezoning requests, pointing out that considerations include consideration of environmentally sensitive areas, access to public services and access to adequate street networks.

He explained that the technical comments provided include a Development Procedures Agreement that must be finalized prior to public hearing at City Council. Staff also recommended adding a Richard Road connection to Arbors Drive and all lots north of Richard Road in Phase I. Staff would also like to see a future public trail denoted along the northern edge of the subject property. The update to the Land Use Map Amendment exhibit should also reflect the recommended land use change to “Low Density Residential Use” and readjust “Greenways and Floodplain Use.”

Staff recommended setting a public hearing for November 21, 2023, to discuss the future land use map request and the rezoning request.

Kevin Fittro, petitioner, Panther Builders/Panther Farms, was available for questions. He noted that it is tough to plan ten years ahead and they would like to readjust for what is currently in the neighborhood.

Todd Coulter, 4605 Eden Way, stated that his concern is with the water in the easement behind his house. Mr. Weintraut explained that this will be addressed further when the property is platted to ensure that drainage is away from the adjoining properties.

Paul Smith, 2311 Andy Avenue, asked about the math for the acreage and asked about the meaning of RP zoning and if there will just be single-family homes, as it now. Mr. Atodaria explained that there is a small lot that will be added with the proposal and that is where the difference in the numbers come in. He also explained that the RP District allows any type of residential uses and at this time the developer is only planning to build single-family homes. Mr. Weintraut also explained that if there were to be any changes, they would have to come through the Commission again for another rezoning.

Don Forsythe, 4611 Eden Way, stated that they were told that when they built their home that the waterway would stay there permanently.

Ms. Crisman is happy that there is a plan to connect Ironwood Drive to Greenhill and that it will be a great improvement. She also stated that she knows that many neighbors have had concerns about water runoff and noted that Cedar Falls has very high standards for runoff and the City will hold the developer accountable.

Ms. Grybovych asked the developer to please consider meeting with the neighbors about any concerns.

Acting Chair Hartley asked staff to give a brief overview on runoff water regulations. Mr. Atodaria explained there was no engineering staff available for a more in-depth explanation, but that generally those things are taken care of when the platting for the development begins. As a general rule of thumb, whatever site is being developed, the site will have to provide their own detention area or stormwater management facility for the entire site. He noted that more specific details can be answered when the plat is being discussed at a later date at P&Z.

Ms. Crisman made a motion to set a public hearing. Ms. Alberhasky seconded the motion. The motion was approved unanimously with 6 ayes (Alberhasky, Crisman, Grybovych, Hartley, Moser and Stalnaker), and 0 nays.

considered for rezoning. The parcel had an approved MU Master Plan and a preliminary plat for a 14-acre parcel, but no work was done, so the plat expired, and the land remains unplatted. And the remaining 40-acres parcel is unplatted as well. The proposal requests rezoning 54.79 acres of land from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District. The request also includes an amendment to the Future Land Use Map in the City's Comprehensive Plan from "Neighborhood Commercial & Mixed Use," "Greenways and Floodplain Use" and "Low Density Residential Use" to "Low Density Residential Use." The RP District requires the submittal of a Master Plan and development procedures agreement.

Mr. Atodaria discussed the Land Use Map Amendment, noting that a rezoning can only be approved if it is consistent with the Comprehensive Plan. He explained the significance of the land uses in the Comprehensive Plan. The analysis showed that the subject property may not be ideal for having commercial uses with presence of neighborhood serving commercial uses nearby. He noted the need for more residential development in the community. However, he also noted that removing the entire portion of "Greenways and Floodplain Use" from the Future Land Use Map may not be acceptable as per the Comprehensive Plan. Staff recommends changing the land use map as noted and adjustment of the "Greenways and Floodplain Use" to align better with the stream corridor and leave enough space for a future public trail along the greenway/stream corridor. Maintaining the greenway designation along the northern edge of the development will ensure an adequate buffer from the floodplain area.

With regard to the zoning, the proposal is to rezone from R-1 and MU to RP District. He explained the allowed uses in those Districts and noted that the RP District allows more flexibility in the types of dwellings, lot sizes, building heights and setbacks. However, the applicant is proposing to restrict the development to detached single-family dwellings. The number of lots will be determined when platted. He discussed the setbacks and explained the proposed extension of existing critical connections. Street extensions will provide alternative routes and distribute the traffic to much needed connections to Greenhill Road and Aldrich Elementary School. Mr. Atodaria discussed phasing of the project and other factors considered for rezoning including reviewing if the proposed rezoning is in environmentally sensitive areas, the subject property has access to public services and adequate street network. Mr. Atodaria noted that a developmental procedures agreement must be finalized prior to public hearing at City Council. Staff recommend approval with any comments and directions specified by the Commission. He mentioned calls and communications regarding the project.

Kevin Fittro, Panther Builders, was present to answer any questions.

Ms. Crisman stated that this should help with any water issues as the land starts to be developed, and we have some strict rules on managing water run-off. Also, this development would allow connection to Greenhill Road for the neighborhood, thus benefitting them.

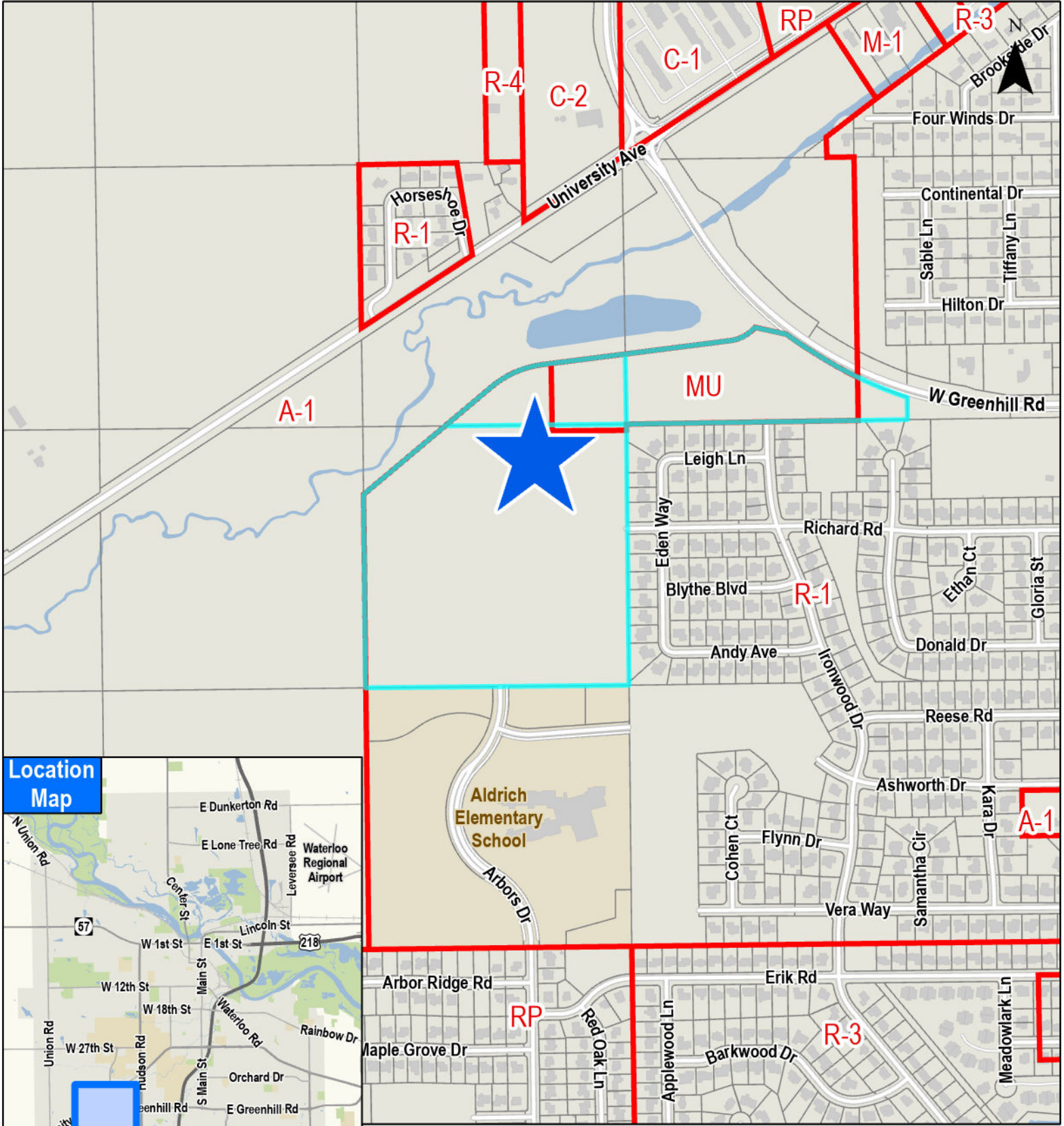
Ms. Crisman made a motion to approve the item. Ms. Moser seconded the motion. The motion was approved unanimously with 5 ayes (Alberhasky, Crisman, Hartley, Moser and Stalnaker), and 0 nays.



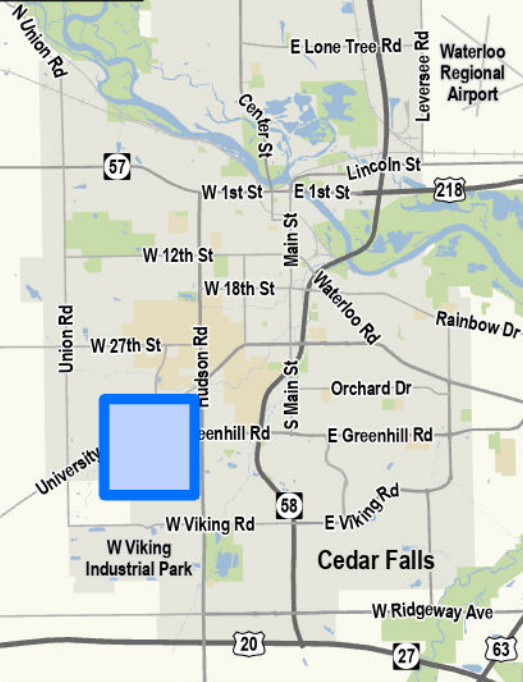


Cedar Falls City Council  
January 16, 2024

Item 2.

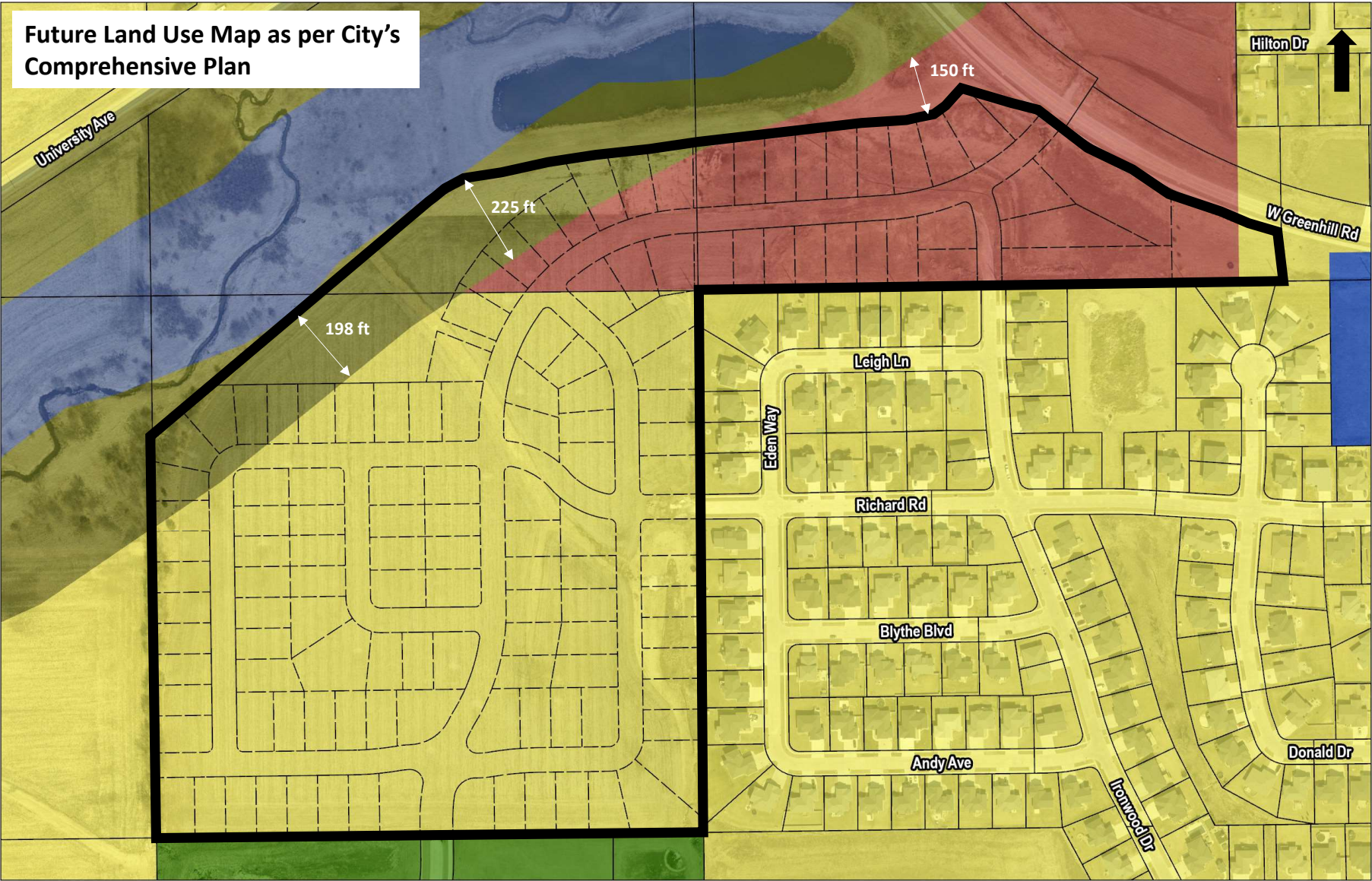


Location Map



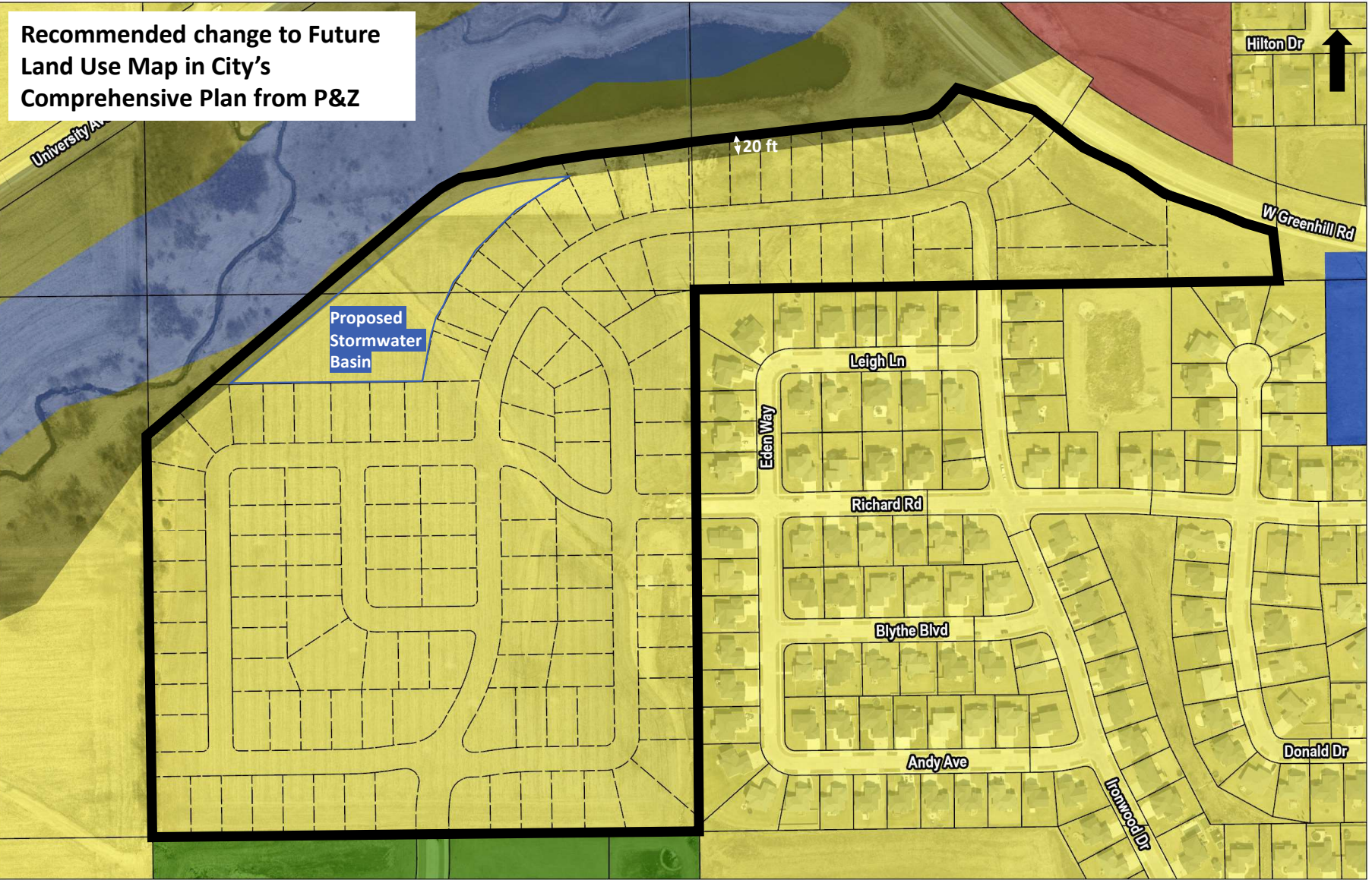
**LUMA and Rezoning request from R-1 and MU to RP for Panther West (54.79 acres) (LU23-002) (RZ23-003)**

**Future Land Use Map as per City's Comprehensive Plan**



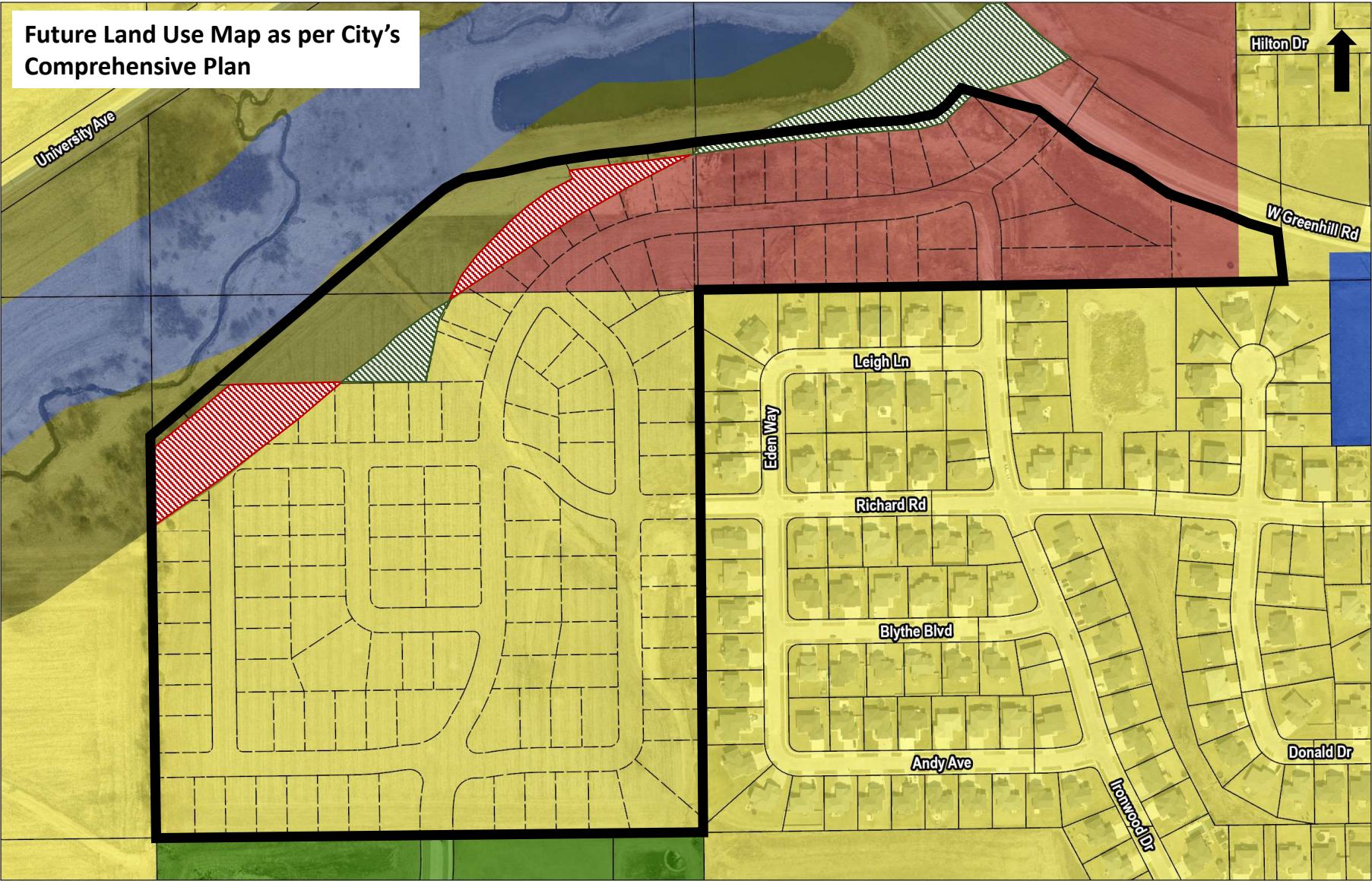
- Legend**
- Greenways & Floodplains
  - Low Density Residential
  - Neighborhood Comm. & Mixed Use

Recommended change to Future Land Use Map in City's Comprehensive Plan from P&Z



- Legend**
- Greenways & Floodplains
  - Low Density Residential

**Future Land Use Map as per City's Comprehensive Plan**



- Legend**
- Greenways & Floodplains
  - Low Density Residential
  - Neighborhood Comm. & Mixed Use
  - Area lost
  - Area gained

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AMENDING THE FUTURE LAND USE MAP, AN INTEGRAL PART OF THE CITY OF CEDAR FALLS COMPREHENSIVE PLAN, BY CHANGING THE DESIGNATION FOR CERTAIN PROPERTIES DESCRIBED HEREIN FROM “LOW DENSITY RESIDENTIAL” AND “NEIGHBORHOOD COMMERCIAL AND MIXED USE” AND “GREENWAYS AND FLOODPLAIN” TO “LOW DENSITY RESIDENTIAL” AND ADJUST “GREENWAYS AND FLOODPLAIN”

WHEREAS, the Future Land Use Map, an integral part of the City’s Comprehensive Plan, serves as a guide for future development; and

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, received a petition to amend the Future Land Use Map within the Comprehensive Plan from “Low Density Residential”, “Greenways and Floodplain” and “Neighborhood Commercial and Mixed Use,” to “Low Density Residential” and adjust “Greenways and Floodplain” for 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road as illustrated on the attached Future Land Use Map, labeled Exhibit A; and

WHEREAS, the proposed amendment will allow the developer to proceed with the development of a residential subdivisions consisting of single-family dwellings consistent with surrounding low-density residential use; and

WHEREAS, based on these factors, the Planning and Zoning Commission has recommended approval of said change to the Future Land Use Map; and

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

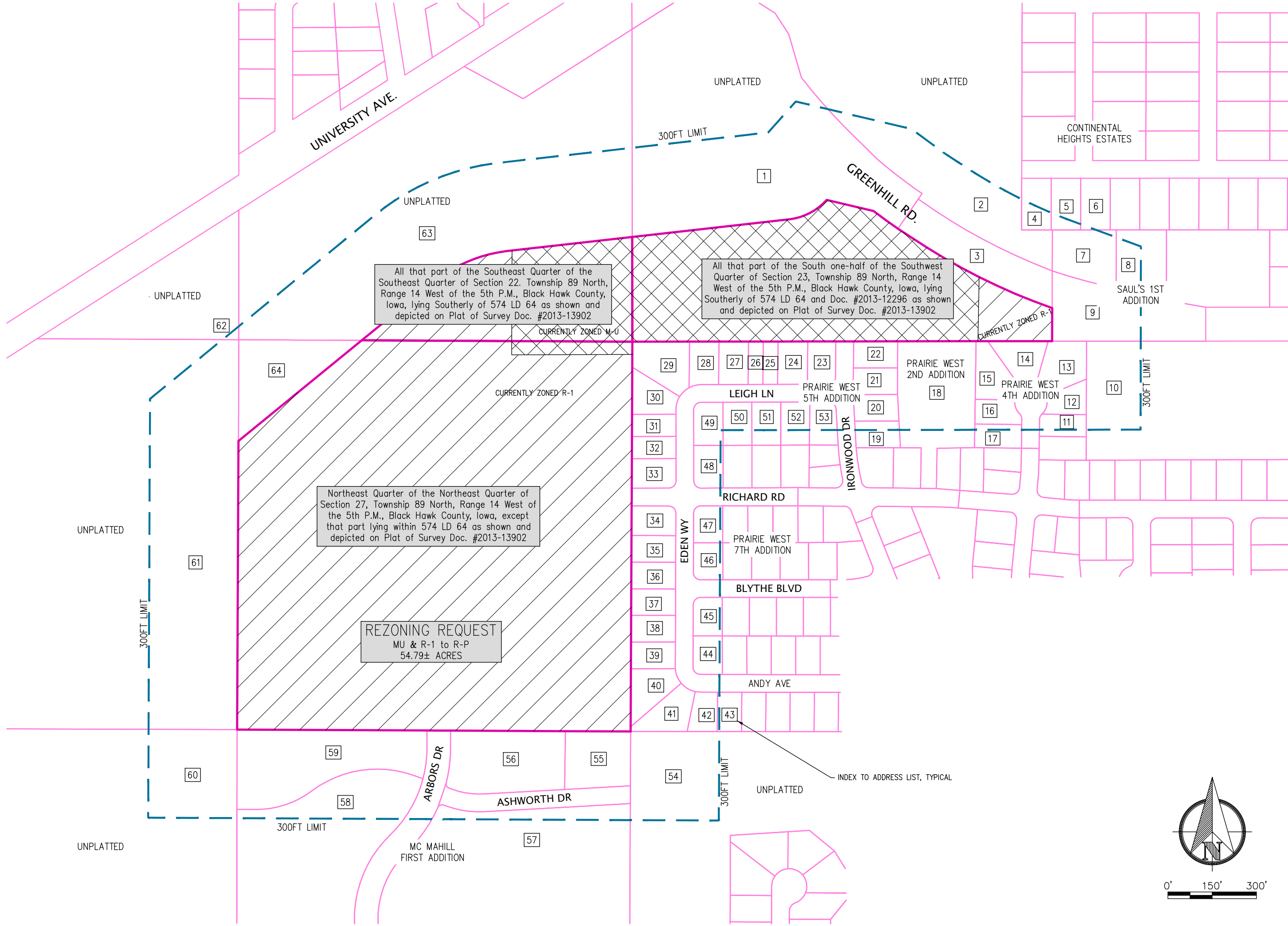
NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the Future Land Use Map is hereby amended to change the designation found on the City Schematic Future Land Use Map from “Low Density Residential”, “Greenways and Floodplain” and “Neighborhood Commercial and Mixed Use” to “Low Density Residential” and adjust “Greenways and Floodplain” as illustrated on the attached Exhibit A.

INTRODUCED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

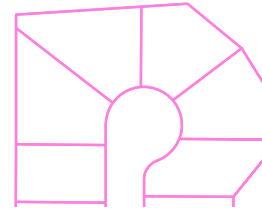
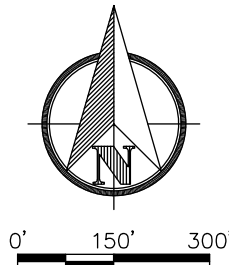


All that part of the Southeast Quarter of the Southeast Quarter of Section 22, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902

All that part of the South one-half of the Southwest Quarter of Section 23, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, lying Southerly of 574 LD 64 and Doc. #2013-12296 as shown and depicted on Plat of Survey Doc. #2013-13902

Northeast Quarter of the Northeast Quarter of Section 27, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, except that part lying within 574 LD 64 as shown and depicted on Plat of Survey Doc. #2013-13902

REZONING REQUEST  
MU & R-1 to R-P  
54.79± ACRES



REZONING PLAT EXHIBIT  
PANTHER WEST

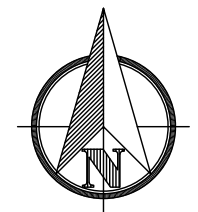
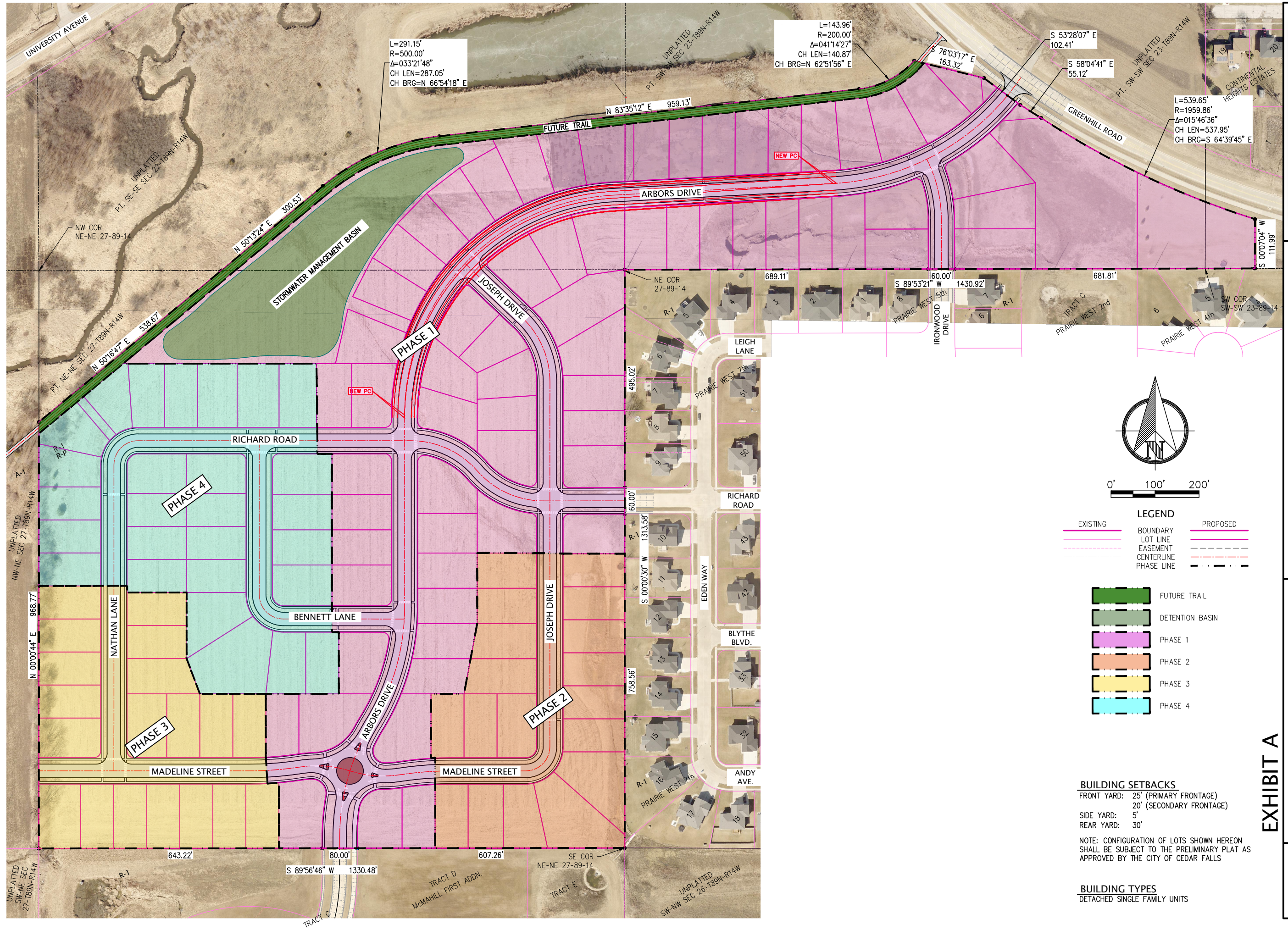
PANTHER WEST  
PN: 088  
PANTHER BUILDERS  
616 CLAY ST.  
CEDAR FALLS, IA 50613



EXHIBIT A  
DEVELOPMENT R-P MASTER PLAN

PANTHER WEST ADDITIONS

PANTHER FARMS, LLC  
PN PROJECT #



0' 100' 200'

**LEGEND**

	EXISTING		BOUNDARY		PROPOSED
	BOUNDARY		LOT LINE		EASEMENT
	EASEMENT		CENTERLINE		PHASE LINE

	FUTURE TRAIL
	DETENTION BASIN
	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4

**BUILDING SETBACKS**

FRONT YARD: 25' (PRIMARY FRONTAGE)  
20' (SECONDARY FRONTAGE)

SIDE YARD: 5'

REAR YARD: 30'

NOTE: CONFIGURATION OF LOTS SHOWN HEREON SHALL BE SUBJECT TO THE PRELIMINARY PLAT AS APPROVED BY THE CITY OF CEDAR FALLS

**BUILDING TYPES**  
DETACHED SINGLE FAMILY UNITS



**PLANNED RESIDENCE (RP) ZONING DISTRICT  
DEVELOPMENTAL PROCEDURES AGREEMENT FOR PANTHER WEST**

This Development Procedures Agreement (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **City of Cedar Falls, Iowa** (the “**City**”) and **Panther Farms, LLC** (“**Developer**”), for the purpose of outlining procedures and conditions to be followed for the development of certain real estate (the “**Property**”) located north of Aldrich Elementary School and south of W. Greenhill Road, containing approximately 54.79 acres, being owned by the **Developer**, which is legally described as follows:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

**RECITALS**

WHEREAS, it is the desire of the **Developer** to rezone the Property from R-1 Residence District and MU Mixed Use Residential District to RP Planned Residence District in Cedar Falls, Iowa; and

WHEREAS, the RP Planned Residence District allows mixed-use residential neighborhoods with flexibility in the types of dwellings, lots sizes, building heights, and setbacks through the submittal and approval of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, any timing and phasing of the project, and other details as necessary; and

WHEREAS, it is the desire of the **City** to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provisions of the RP Planned Residence District; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning for development in accordance with the submitted master plan;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the **City** and **Developer** agree as follows:

1. In General:
  - a) The **Property** will be developed according to the Master Plan, attached hereto, and incorporated herein as Exhibit A.
  - b) The development will consist of single-family dwellings.
2. Phasing:
  - a) The **Property** shall be developed in four phases as outlined in Exhibit A.
3. Setbacks:
  - b) All lots will be developed with a minimum front-yard setback of 25 feet except for corner lots, which shall have minimum front-yard setbacks of 25 feet along one street frontage and 20 feet along the other street frontage, as delineated on the subdivision plat.
  - c) All lots will maintain a minimum side-yard setback of 5 feet and rear-yard setback of 30 feet.
  - d) Setbacks around the perimeter of the RP District shall be delineated on the subdivision plat and shall comply with the setback standards for single-unit dwellings in the R4 Zoning District.
4. Provision for future public trail
  - a) The **Developer** shall establish a minimum 20-foot-wide outlot on the subdivision plat for the Property that extends along the entire edge of the Property abutting the Dry Run Creek stream corridor to be dedicated to the City for a future public trail, in the general location shown on Exhibit A. The specific location and alignment of said outlot shall be determined with the preliminary plat.
  - b) Said outlot shall be graded and seeded according to City requirements prior to conveyance to the **City** for a future public trail. The **City** shall be responsible for constructing the trail at such time as funding is available.
5. Driveway access
  - a) No direct driveway access shall be allowed on W. Greenhill Road.
  - b) Driveway curb cuts shall be spaced a minimum of 75 feet from any street intersection, as specified in the Iowa Statewide Urban Design and Specifications (“SUDAS”)
6. Subdivision Plats
  - a) Prior to development, the **Developer** shall provide a preliminary subdivision plat for the entirety of the Property and a final subdivision plat for each phase of the development consistent with the RP Master Plan (Exhibit A) and the provisions of this Agreement.
7. Successors and Assigns
  - a) The foregoing conditions shall be binding upon the Developer, its successors and assigns and shall apply to the above-described Property and shall run with the land.
8. Amendment/Approval
  - a) Any amendment to this **Agreement** shall be in writing, signed by both parties, and is subject to approval by the City Council of the City of Cedar Falls, Iowa.

THE CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

Panther Farms, LLC, Developer

By:  \_\_\_\_\_  
Brent Dahlstrom, Member

## Jaydevsinh Atodaria

---

**From:** Jeremy Swanson <jeremy.swanson@cfschools.org>  
**Sent:** Friday, December 1, 2023 11:52 AM  
**To:** Jaydevsinh Atodaria  
**Cc:** Thomas Weintraut  
**Subject:** [EXTERNAL] Re: [EXTERNAL] Public hearing on land

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Mr. Atodaria,

I appreciate the response and information. I want to share with you my concerns on the project in case I am not able to attend.

I have a couple of concerns about the new development near Aldrich Elementary. First, I believe making the green space in the area smaller is not in the best interest of the community or the environment. Green spaces are hugely important to our local wildlife as Iowa has done a great detriment to its natural areas, removing the vast majority of them. We need to keep as much as we have and even increase them. This will only improve our water quality, provide opportunities for recreation, and give those that choose to live there a wonderful amenity.

Additionally, it appears the plans for this development will continue the trend of building expensive, large homes, leaving the vast majority of people looking to other places to live. Cedar Falls and the developer need to look to make more reasonably priced options to continue to grow a diverse population. I have lived in Cedar Falls for 38 years and my wife and I bought a house about 12 years ago in Cedar Falls. We would not be able to afford most of what housing is going for these days and it limits who can. Please consider alternatives to what has already been done in that area.

Thank you and have a wonderful weekend,

Jeremy Swanson

On Thu, Nov 30, 2023 at 8:53 AM Jaydevsinh Atodaria <[Jaydevsinh.Atodaria@cedarfalls.com](mailto:Jaydevsinh.Atodaria@cedarfalls.com)> wrote:

Good Morning Jeremy,

Thank you for reaching out. The public hearing on proposed rezoning and land use map amendment for the area north of Aldrich Elementary School is already done at Planning and Zoning at their regular meeting on November 21st, 2023. At that meeting, the Planning and Zoning Commission made a recommendation of approval to the City Council.

Yes, you can always share your comments via email to me at [jda@cedarfalls.com](mailto:jda@cedarfalls.com) and I will make sure that your comments are forwarded to City Council. Also, it would be great if you could make it to any of the following City Council meetings.

This case is going to the City Council on December 18th, 2023 (wherein a public hearing for this project will be set for upcoming Council meetings in January and February 2024. ), Rezoning cases need three readings for public hearing at the City Council. The public hearing at the City Council meeting for this case will be likely on January 2nd, 16th, and February 5th, 2024. Please check our City's website at <https://www.cedarfalls.com/852/Public-Meeting-Agendas-With-Video>, wherein you can find the agenda and packet for the City Council meeting for reference.

Hope this is helpful. Please let me know if you have any questions. Thanks. Hope you have a great day ahead.

Best,

**Jaydevsinh Atodaria (JD), AICP**

*City Planner I*

[JDA@cedarfalls.com](mailto:JDA@cedarfalls.com)

319-268-5185

---

**From:** Thomas Weintraut <[Thomas.Weintraut@cedarfalls.com](mailto:Thomas.Weintraut@cedarfalls.com)>  
**Sent:** Wednesday, November 29, 2023 4:54 PM  
**To:** Jeremy Swanson <[jeremy.swanson@cfschools.org](mailto:jeremy.swanson@cfschools.org)>  
**Cc:** Jaydevsinh Atodaria <[Jaydevsinh.Atodaria@cedarfalls.com](mailto:Jaydevsinh.Atodaria@cedarfalls.com)>  
**Subject:** Re: [EXTERNAL] Public hearing on land

Jeremy,

The rezoning has been to the Planning and Zoning Commission. No Subdivision plat have been submitted yet. I am copying the planner who is handling the cases. If you have any questions, please reach out to JD.

**Thomas A. Weintraut, Jr., AICP**

Planner III – Planning and Community Services

City of Cedar Falls

220 Clay Street

Cedar Falls, Iowa 50613

(319) 268-5184

[Thomas.Weintraut@cedarfalls.com](mailto:Thomas.Weintraut@cedarfalls.com)

---

**From:** Jeremy Swanson <[jeremy.swanson@cfschools.org](mailto:jeremy.swanson@cfschools.org)>  
**Sent:** Wednesday, November 29, 2023 3:55 PM  
**To:** Thomas Weintraut <[Thomas.Weintraut@cedarfalls.com](mailto:Thomas.Weintraut@cedarfalls.com)>  
**Subject:** [EXTERNAL] Public hearing on land

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Mr. Weintraut,

Good afternoon, I was recently reading the minutes from the previous P&Z meetings and saw there was going to be a public hearing on the land by Aldrich. Has a date and time been set yet? If I am unable to attend is there a way to comment on the topic? Thank you!

Jeremy Swanson

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Prepared by: Jaydevsinh Atodaria (JD), Planner I, 220 Clay Street, Cedar Falls, IA 50613 (319) 273-8600

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

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 54.79 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE MU, MIXED USE RESIDENTIAL DISTRICT AND R-1 RESIDENCE DISTRICT AND ADDING IT TO THE RP, PLANNED RESIDENCE DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 54.79 acres of property from MU, Mixed Use Residential District and R-1 Residence District to RP, Planned Residence District, more specifically described below; and

WHEREAS, it is the desire of the City to ensure that said development proceeds in an orderly manner and in accordance with the principles of the Comprehensive Plan and the provision of the RP Planned Residence District; and

WHEREAS, said RP, Planned Residence District requires the submittal and adoption of a master plan and developmental procedures agreement that outlines any specific conditions pertaining to the development, timing, and phasing of the project, and other development details as necessary; and

WHEREAS, a RP master plan has been submitted with the rezoning application (case #RZ23-003), the principles and provisions of which will be incorporated into a developmental procedures agreement between the City and owners of the property, which will be considered for adoption in a separate action by resolution concurrent with this rezoning; and

WHEREAS, said developmental procedures agreement outlines the provision for a minimum 20-foot-wide outlot for a future public trail, building setbacks for future lots, restricts direct driveway access off W. Greenhill Road, restricts development to detached single-family dwellings; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the RP Master Plan and finds that said rezoning and master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the RP, Planned Residence District and therefore recommends approval; and

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



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

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

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

Section 1. That the following described real estate, be and the same is hereby removed from the MU, Mixed Use Residential District and R-1 Residence District and added to the RP, Planned Residence District:

Legal Description:

NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, EXCEPT THAT PART LYING WITHIN 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

AND

ALL THAT PART OF THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 89 NORTH, RANGE 14 WEST OF THE 5<sup>TH</sup> P.M., BLACK HAWK COUNTY, IOWA, LYING SOUTHERLY OF 574 LD 64 AND DOC. #2013-12296 AS SHOWN AND DEPICTED ON PLAT OF SURVEY DOC. #2013-13902.

Containing 54.79 Acres

Section 2. That the zoning map of the City of Cedar Falls, Iowa, be and the same is hereby amended to show the property described in Section 1, above, as now being in the RP, Planned Residence District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Daniel Laudick, Mayor

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk



## DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION  
2200 TECHNOLOGY PARKWAY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

---

**MEMORANDUM**

**TO:** Mayor Robert M. Green and Cedar Falls City Council  
**FROM:** Chase Schrage, Director, Public Works Department  
**DATE:** January 29, 2024  
**SUBJECT:** Local Option Sales Tax

Enclosed are the ordinance revisions related to the local option sales tax for the purpose of street reconstruction and rehabilitation to begin January 1, 2026. The current program/ordinance is set to expire on December 31, 2025. These revisions would be to continue with option tax program beginning January 1, 2026 until repealed. The program was on the ballot in November 2023 and voted on as a block of contiguous cities (passing with 73%).

The Department of Public Works recommends that the City Council approve the ordinance revisions for the continuation of the local options sales tax. Let me know if you have any questions.

Prepared by: Kim Kerr, 220 Clay Street, Cedar Falls, IA 50613

(319) 273-8600

**ORDINANCE NO. 3047**

AN ORDINANCE IMPOSING A LOCAL OPTION TAX WITHIN THE CITY OF CEDAR FALLS, IOWA, OF ONE PERCENT (1%) UPON LOCAL SALES AND SERVICES TO BE EFFECTIVE JANUARY 1, 2026, AND PROVIDING THAT THE REVENUE SHALL BE DERIVED AND ALLOCATED IN ACCORDANCE WITH CHAPTER 423B OF THE 2023 CODE OF IOWA, AS AMENDED.

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

**SECTION 1. TAX IMPOSED**

That a tax at the rate of one percent (1%) shall be imposed in accordance with Chapter 423B of the 2023 Code of Iowa, as amended, on the local sales and services in the City of Cedar Falls, Iowa, to be effective on January 1, 2026.

**SECTION 2. DISTRIBUTION**

The revenue generated by the imposition of the local sales and services tax shall be allocated by the City of Cedar Falls, Iowa, as follows:

One hundred percent (100%) of the revenue generated in the City of Cedar Falls, Iowa, during each fiscal year from said local sales and services tax is to be allocated for reconstruction/repair/replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets within the corporate limits of the City of Cedar Falls, Iowa.

The funds received from the local sales and services tax shall be considered additional funds which are allocated only for reconstruction/repair/replacement of existing streets, curbs, structures, storm sewers and sanitary sewers as they relate to streets and not as replacement funds for the present funding levels as authorized by the City Council of Cedar Falls, Iowa, nor for widening of or creation of new streets.

The funds received from the local sales and services tax shall be placed in a separate account solely devoted to street repair and replacement and have all interest income generated by the temporary investment of tax proceeds credited to this special account.

INTRODUCED: \_\_\_\_\_ January 16, 2024 \_\_\_\_\_

PASSED 1<sup>ST</sup> CONSIDERATION: \_\_\_\_\_ January 16, 2024 \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Daniel A. Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

## CITY COUNCIL WORK SESSION

Cedar Falls City Hall Conference Room 2  
January 16, 2024

The City Council held a work session at City Hall at 5:15 p.m. on January 16, 2024. The following persons were 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 and members of the community were also present.

Mayor Laudick called the meeting to order, and reviewed the general purpose and goals of a work session meeting.

Mayor Laudick introduced the first item on the agenda – **College Hill Visioning/Zoning**. Director of Community Development Stephanie Houk Sheetz provided a presentation and overview that included: precursors to both the downtown and college hill visioning and zoning initiatives; timeline of visioning and zoning work that has occurred for downtown and college hill; and the City Council priorities adopted January 2020 prior to starting the college hill vision plan. Mayor Laudick opened the item for discussion. Councilmembers discussed the difference between the terms “Receive and File” and “Adopt and Approve;” regarding the future ability of Council to make changes to align with the best interests of the City; there was also discussion on the *Imagine College Hill!* Vision Plan related to the executive summary recommendations, the Big Ideas section, and identified character areas of the study area; Council reached consensus for each member to provide Mayor Laudick with several concerns, supported items, and ideas; Mayor Laudick will compile the information then provide to and work with City staff to create actionable steps to bring back to Council for discussion.

Mayor Laudick introduced the second item on the agenda – **Animal Control**. Public Safety Director Craig Berte provided a presentation and overview of animal control process from 2013 to 2023; Director Berte stated the contract was cancelled January 11, 2024, due to a proposed 400% cost increase with reduced services. Director Berte shared current animal control processes, types of calls, policies and tracking of any financial impact the new system may have. Mayor Laudick opened the item for discussion. Councilmembers, Director Berte, and Operations and Maintenance Manager Brian Heath discussed: deceased animal removal policy as City responsibility on City property but not private property; who residents contact with animal concerns; communicating new policy information to residents; and what additional equipment or personnel have been needed to accommodate the City taking over animal control calls.

Meeting adjourned at 6:22 p.m.

Minutes by Kristin Thomas, Administrative Supervisor

**CITY COUNCIL –  
JOINT MEETING WITH LEGISLATORS**

City Hall Conference Room 2

January 26, 2024

The City Council held a joint meeting with local legislators at 2:00 p.m. on January 26, 2024 to discuss the 2024 legislative session. The following persons were in attendance: Mayor Danny Laudick; Council Members Chris Latta, Aaron Hawbaker, Dustin Garfield, Hanna Crisman, and Kelly Dunn; Local Legislators Eric Giddens, Bob Kressig, and Derek Wulf; City Lobbyists Tom Cope and Jon Murphy; staff members Ron Gaines, Jennifer Rodenbeck, Craig Berte, Chase Schrage, Stephanie Sheetz, and Kelly Stern; UNI student representative Noah Hackbart; and representatives from Waterloo Cedar Falls Courier and Derek Wulf's office.

Mayor Laudick called the meeting to order and introductions were made.

Each state legislator discussed what committees they serve on and issues they are currently working on. Tom Cope outlined the various 2024 legislation of interest to the City of Cedar Falls. These legislative issues include stormwater runoff, changes to civil service, HF718, LOSST, and UNI funding. There was also discussion about housing legislation and initiatives and mental health challenges. It was noted that March 5<sup>th</sup> is the UNI Day at the Capitol. Lastly, there was discussion about continuing discussion between the state legislators and local elected officials.

The meeting was adjourned at 3:00 pm by consensus.

**Julie A. Kliegl**

Cedar Falls, IA 50613

Mayor Danny Laudick  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, IA 50613

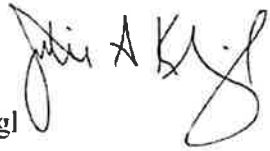
January 24, 2024

Dear Mayor Laudick,

I am resigning my appointment to the Cedar Falls Human Rights Commission effective February 5, 2024.

I have greatly enjoyed this opportunity to serve Cedar Falls and I hope one day in the future I can do so again.

Sincerely,



Julie A. Kliegl



**CIVIL SERVICE COMMISSION**  
City of Cedar Falls  
CEDAR FALLS, IOWA

January 31, 2024

Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Laudick and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Public Safety Supervisor-Captain. Listed below are candidates with their combined weighted average test scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Weighted Average Test Scores
1	Kari Rea	459
2	Gavin Carman	442
3	Marty Beckner	432
4	Zach Ladage	413
5	Todd Taylor	409

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

  
Crystal Ford, Commissioner

  
Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Craig Berte, Director of Public Safety Services  
Mark Howard, Assistant Director of Public Safety Services/Police Chief  
John Zolondek, Assistant Director of Public Safety Services/Fire Chief  
Civil Service Records

**CIVIL SERVICE COMMISSION**

City of Cedar Falls  
CEDAR FALLS, IOWA

January 31, 2024

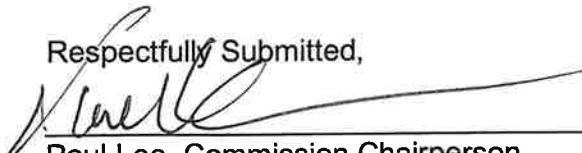
Honorable Mayor and City Council  
City Hall, 220 Clay Street  
Cedar Falls, IA 50613

Dear Mayor Laudick and Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved of and authorized administration of promotional testing for the position of Public Safety Supervisor-Lieutenant. Listed below are candidates with their combined weighted average test scores in rank order. Per Iowa Code Chapter 400, Veteran's preference points are not applicable to promotional lists. Tied percentages are presented in alphabetical order, if applicable.

Rank	Name	Combined Weighted Average Test Scores
1	Lucas Schmidt	479
2	Adam Hancock	424
3	Todd Taylor	420
4	Sam Shafer	369
5	Liesel Reimers	364
6	Thomas Baltes	350
7	Brooke Helgeson	335
8	Zach Andersen	303
9	Tyler Putney	268

Respectfully Submitted,

  
Paul Lee, Commission Chairperson

  
Crystal Ford, Commissioner

  
Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Craig Berte, Director of Public Safety Services  
Mark Howard, Assistant Director of Public Safety Services/Police Chief  
John Zolondek, Assistant Director of Public Safety Services/Fire Chief  
Civil Service Records



**OFFICE OF CITY ADMINISTRATOR**

**CITY OF CEDAR FALLS, IOWA**

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

**TO:** Mayor Daniel Laudick and City Council Members  
**FROM:** Ron Gaines, City Administrator  
**DATE:** January 29, 2024  
**SUBJECT:** Departmental Monthly Reports Submission – December 2023

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

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

###

# CITY OF CEDAR FALLS

## DEPARTMENTAL MONTHLY REPORTS



December 2023

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**Finance & Business Operations  
Financial Services  
December 2023**

**Treasury**

The Finance Division is responsible for maintaining accounting and cashflow as it relates to the city treasury, monitoring securities held by the City and investing idle cash to provide safe investments while maximizing interest earnings. Currently, the City has \$91,743,370 invested in CD's and \$300,000 in a liquid money market.

<u>Investments</u>	<u>Transactions</u>	<u>Amount</u>
CD's Matured	2	\$8,000,000.00
CD's Purchased	2	\$8,000,000.00
PFMM Deposit	0	\$0.00
PFMM Withdrawal	0	\$0.00
CD/Investment Interest		\$487,813.61

**FY24 Budget**

It was determined that an amendment was necessary for the FY24 budget for the Public Works Program. The public hearing was held on December 18th. The FY2024 budget amendment was approved by the City Council and the required state budget forms were filed with the Black Hawk County and Department of Management.

**FY25 Capital Improvements Plan**

Staff has been working on developing the CIP based on priorities discussed at the Council goal setting. The CIP will be presented to the City Council and P&Z on January 2<sup>nd</sup>. The public hearing will be set for January 16<sup>th</sup>.

**FY25 Budget**

During December, preliminary budget expenditures began to be compiled. Revenues will be worked on after valuations are received early January. In addition, work began in computing the projected expenditures and revenues for all funds incorporated in the three-year plan for FY26 and FY27 and the financial impact statement. The budget will be presented to the Mayor and City Council in February, with a public hearing planned for February/March.

**Miscellaneous Financial Activities**

For December, 46 payroll checks and 1,032 direct deposits were processed. Accounts receivable were processed and 123 invoices were mailed out to customers. 1,633 transactions for accounts payable were processed and approved by the City Council for payment and 481 checks were mailed out to vendors.

## FINANCE &amp; BUSINESS OPERATIONS

**HUMAN RESOURCES**  
**December 2023**

**SUMMARY OF PROJECTS, TRAINING & STAFF ACTIVITIES**

- Risk Management Committee meeting held December 6th
- Review of 5 contracts/agreements for required insurance
- Review and follow-up of 1 public event permit
- Completion of FMCSA Annual Query
- Prepared and distributed annual conflict of interest forms to all employees, board/commission members, and elected officials
- Job Classification/Recruitment/Employment tasks related to:
  - FT positions: Administrative Supervisor, Aquatics-Recreation Programs Supervisor, Assistant Equipment Mechanic, Civil CAD/GIS Technician, Construction Projects Manager, Engineering Technician I, Equipment Mechanic, Library Assistant (Circulation), Maintenance Worker (WRF), Policy & Administration Specialist, Principal Engineer, Public Safety Officer, Public Safety Supervisor-Captain, Public Safety Supervisor-Lieutenant, Wastewater Treatment Plant Operator I & II, and Water Reclamation Supervisor
  - PT positions: Community Service Officer, Library Assistant (Circulation), Maintenance Worker (Refuse), Office Assistant-Recreation Center, Police Reserve (external and internal, POC/paid on call)
  - Seasonal/Special Purpose/Misc. positions for Community Development and Public Works departments: Aquatics, Recreation Front Desk and Programming, Seasonal Laborers, Administrative Interns, and contracted Custodians
  - Discussion continued with staff and legal regarding PERM/Green Card processing and an H-1B visa renewal was completed
  - Job classifications were approved by City Council for Principal Engineer and Construction Project Manager.
- DEI specialist participated in an interview with Mosaic Community Planning to assist in the City's Consolidated Plan and an Analysis of Impediments to Fair Housing Choice
- DEI specialist attended the Advancing Equity Workforce Sector meeting, establishing goals for progressing equity within the greater Cedar Valley's workforce
- Created a Limited English Proficiency plan for management review
- HR hiring/recruitment staff attended a presentation by Lisa Kriz, RN, with MercyOne on workplace safety and drug screenings during Risk Management meeting
- Human Resources staff continued to mentor a Human Resources student working for a nearby municipality
- Performance evaluation templates were prepared for evaluators to receive early January 2024 for the 2023 calendar year
- Employment Application revisions continued

**BENEFITS & COMPENSATION**

- Staff, in coordination with our benefits consultant, continued gathering information related to a potential PBM and/or Administrator change for the City's prescription drug plan for the 2024 plan year. A non-disclosure and business associate agreement with RxBenefits, Inc. were approved previously by City Council to further discuss a potential agreement to provide.

- After discussion and negotiation with RxBenefits Inc., Staff decided to not move forward with a contract with RxBenefits, Inc. and continue with the current prescription drug plan agreement the City has with Gallagher Benefit Services and Express Scripts, Inc.
- Staff initiated an additional program to the current prescription drug plan allowing employees to get covered vaccines in pharmacy settings through the prescription drug plan. Previously such vaccinations were only able to be received in provider office settings.
- Cafeteria benefits plan enrollment materials were received back from employees. Staff entered employee elections into the payroll system and to iSolved Benefit Services online platform.
- COBRA administration renewal related to the City's cafeteria plan was completed with WEX Health, Inc.
- Staff completed and submitted the annual Gag Clause Prohibition Compliance Attestation as required by the Departments of Labor, Health and Human Services, and the Treasury
- Hard copies of the Summary Plan Description (SPDs) for the City's health insurance plan were distributed to employees covered under the plan

### **CIVIL SERVICE COMMISSION**

- Preparations for and follow-up to the December 20 meeting was completed
- Candidates were approved to be interviewed or test for Assistant Equipment Mechanic, Public Safety Supervisor Captain, and Public Safety Supervisor Lieutenant
- The 2023 Chairperson was re-elected as the 2024 Chairperson

### **HUMAN RIGHTS COMMISSION**

- Preparations for and follow up to the Dec. 11 regular commission meeting were completed
- Preparations for and follow up to the Dec. 27 executive committee meeting were completed
- Preparations for and postings of the "12 Days of Human Rights" on the commission's Facebook page were completed
- Preparations for officer elections were completed with an effective date of January 1, 2024



**Finance and Business Operations  
Information Systems Division  
Monthly Report December 2023**

**Summary of projects, training and staff activities**

- Continued work on a new Laserfiche Public Portal to allow our Standard Municipal Index of City Documents viewable from our website.
- Staff continues to assist in testing and project work for the County Wide dispatch software.
- Network Administrator and Manager Completed a 12-week training course on Cyber Security Leadership.
- We deployed 7 laptops to our admin staff to enable desk sharing.
- Onboarded 7 new employees in the month of December

**Software Purchase/Installation/Upgrade Activities**

- 62 software installations for 8 different departments
- Installed 34 new software for 4 departments

**Equipment Purchase/Installation/Upgrade Activities/Repairs**

- 13 new pieces of equipment purchased for 7 different departments and inventory.
- 23 new equipment installations for 3 different departments.

**Problem Resolution Activities & Assistance Activities**

- 82 problem resolution or assistant activities took place for 12 different departments.

**Graphic Design Activities**

- **Hearst Center:** seasonal brochure, vinyl, event postcard, event posters
- **Tourism:** travel guide ad, annual report, banners, holiday card, gift certificate changes, spaces and places, beer trails passport
- **Other:** website updates, social media maintenance/graphics/series, business cards, Cable TV graphics, promotional/communications graphics, laminating, Currents, recycle signs, acquisition material changes, HRC event materials, finance logo, Public Safety flier, Rec class fliers, Fire brochures, Application to observe, Oak Savanna sign, Public Works old logo duplication

**Channel 15 Programming Activities**

- **Cable TV Summary of projects**
  - This month we produced 6 public meetings, 1 Current Up Close, High School Sporting Event, 2 UNI Sporting events, 4 new City News shows and 5 Holiday Shows.
  - Continued testing CFU TV app for Firestick TV apps and Androids.
  - Continued weekly encoding & programming of church services for Public Access of 8 different churches.
- Drone Flights

- Cedar River Recreational Project (two flights)
- Cedar Falls High School New Campus
- West 27th Street Construction (now open)
- South Main & Greenhill Roundabout
- Main Street Reconstruction Project (now open for winter)
- Clay Street Cottages

### **Geographical Information Systems (GIS) Activities**

- GIS Summary of projects
  - Met with vendor to acquire additional licensing
  - Integrated additional survey data for downtown stormwater project
  - Worked with engineering to acquire sanitary taps for new developments
  - Provided documents for potential annexation
  - Met with Fire to update hydrant locations
  - Converted multiple plan sets for integration
  - Provided various exhibits for goal setting
  - Continued converting existing projects to new desktop platform
  - Continued converting web applications to new platform
  - Upgraded and patched GIS server software and applications
- Completed 12 web and database projects for 6 departments
- Completed 8 different data requests for 6 entities
- Provided 26 maps for different 8 departments.
- Created 8 new addresses

**FINANCE & BUSINESS OPERATIONS  
LEGAL SERVICES  
December 2023**

**REPORT FROM SWISHER & COHRT – SAM ANDERSON AND AUSTIN MCMAHON:**

**Traffic Court:**

City Cases Filed: 92 (this number includes both City and State tickets)

Cases Set: 6 (Traffic) 0 (Code Enforcement)

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

**REPORT FROM KEVIN ROGERS, CITY ATTORNEY**

- Review, revise, drafting or advice on 7 agreements
- Research and Memorandum on zoning regulations
- Represent City in 4 condemnation hearings
- Extensive negotiations and drafting of Development Agreements
- Draft Motion to Dismiss and Draft response to ICRC complaint

**FINANCE & BUSINESS OPERATIONS  
PUBLIC RECORDS  
DECEMBER 2023**

**Public Records Activity**

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

Responded to six (6) requests for public records.

**Licenses / Permits Processed & Issued**

- 86 Pet licenses
- 11 Annual Paw Park permits
- 0 Poultry licenses
- 1 Public Event permits
- 0 Sidewalk Café permits
- 0 Table & Chairs permits
- 0 Mobile Merchant permits
- 0 Tree Trimmer Licenses
- 0 Dumpster Permits
- 5 Cemetery Interment Rights
- 8 Liquor licenses and beer/wine permits
- 1 Tobacco/Nicotine permit

The unemployment rates for the month of November 2023 were 2.9% for the Waterloo-Cedar Falls Metropolitan Area, 3.3% in Iowa, and 3.5% in the U.S.

Coordinated preparations for the annual City Council Goal Setting sessions on November 27 & 30 and December 7, 11 & 20.

Reception was held for outgoing Mayor and Councilmembers.

The newly elected mayor and councilmembers took their oath of office at the Inauguration Ceremony.

**Parking Activity**

**Enforcement**

- 640 Parking citations issued.
- \$ 7,321.00 Citations paid.

**Collection Efforts**

- \$ 1,720.00 Collections from delinquent parking accounts.
- \$ 1,300.00 Vehicle immobilizations (26 vehicles).

**Permits**

- \$ 2,975.00 Parking permits issued (44).

**Meter Collections**

- \$ 1,139.94 Paid parking.

**FINANCE & BUSINESS OPERATIONS  
LIBRARY & COMMUNITY CENTER  
DECEMBER 2023**

**Library Activity**

<b>Usage Statistics</b>	<b>October 2023</b>	<b>November 2023</b>	<b>November 2022</b>
<b>Customer Count</b>	13,883	13,188	11,972
<b>Circulation</b>	33,886	32,945	32,669
<b>Event Attendance</b>	1,775	1,009	888

Special events in December included the following:

- “Lovie and Me” tea party for youth
- Iowa Chamber Music Concert and Instrument Petting Zoo
- Gift of Giving craft series: hand-stamped drawstring bags, hand-stitched felt decorations, and origami star beads
- Teen financial literacy series with ISU Extension Office

**Community Center Activity**

Programs at the Community Center included a craft in collaboration with the Hearst Center for the Arts, line dancing, cards, billiards, senior fitness classes, live music, and ceramics. Council Goal Setting sessions were held in the Community Center this month. December rentals included Santa’s Breakfast at the North Pole and a Christmas party.

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

Dec-23

Total for Month \$1,931,737.00  
 Total for Fiscal Year \$48,652,066.00  
 Total Same Month - LAST YEAR \$1,138,254.00  
 Total for Fiscal Year - LAST YEAR \$39,355,962.00

Construction Type	Monthly Summary						Yearly Summary					
	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees	Issued	Dwelling Units	Valuations	Fees	Working W/O Permit Fees	Re-inspection Fees
Single Family New Construction	2	0	\$1,252,600.00	\$8,123.60	\$0.00	\$0.00	38	0	\$15,472,543.00	\$99,172.80	\$0.00	\$0.00
Multi-Family New Construction												
Res Additions and Alterations	44	0	\$557,144.00	\$9,860.00	\$0.00	\$0.00	502	0	\$7,245,366.00	\$116,959.00	\$0.00	\$0.00
Res Garages	2	0	\$3,900.00	\$90.00	\$0.00	\$0.00	26	0	\$485,749.00	\$7,586.80	\$0.00	\$0.00
Commercial/Industrial New Construction							9	0	\$17,866,000.00	\$85,972.90	\$0.00	\$0.00
Commercial/Industrial Additions and Alterations	5	0	\$41,218.00	\$778.00	\$0.00	\$0.00	61	0	\$6,791,245.00	\$47,843.60	\$0.00	\$0.00
Commercial/Industrial Garages	1	0	\$1,875.00	\$112.00	\$0.00	\$0.00	1	0	\$1,875.00	\$112.00	\$0.00	\$0.00
Churches							1	0	\$2,000.00	\$25.00	\$0.00	\$0.00
Institutional, Schools, Public, and Utility	1	0	\$75,000.00	\$0.00	\$0.00	\$0.00	8	0	\$752,288.00	\$3,888.40	\$0.00	\$0.00
Agricultural/Vacant							1	0	\$35,000.00	\$503.00	\$0.00	\$0.00
Plan Review	5	0	\$0.00	\$530.50	\$0.00	\$0.00	46	0	\$0.00	\$83,604.50	\$0.00	\$0.00
<b>Total</b>	<b>60</b>	<b>0</b>	<b>\$1,931,737.00</b>	<b>\$19,494.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>693</b>	<b>0</b>	<b>\$48,652,066.00</b>	<b>\$445,668.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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

Dec-23

Construction Type	Monthly Summary			Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	47	0	\$0.00	\$3,867.80	338	0	\$0.00	\$33,115.60
Mechanical	56	0	\$0.00	\$4,859.00	506	0	\$0.00	\$44,334.00
Plumbing	48	0	\$0.00	\$2,957.00	430	0	\$0.00	\$33,329.00
Refrigeration	1	0	\$0.00	\$330.00	2	0	\$0.00	\$505.00
<b>Total</b>	152			\$12,013.80	1276			\$111,283.60

Inspector Registrations	Monthly Summary			Yearly Summary				
	Issued	Dwelling Units	Valuations	Fees	Issued	Dwelling Units	Valuations	Fees
Electrical	1	0	\$0.00	\$150.00	5	0	\$0.00	\$750.00
Mechanical	1	0	\$0.00	\$0.00	2	0	\$0.00	\$150.00
Plumbing					3	0	\$0.00	\$450.00
Refrigeration								
<b>Total</b>	2			\$150.00	10			\$1,350.00

<b>Building Totals</b>	60	0	\$1,931,737.00	\$19,494.10	693	0	\$48,652,066.00	\$445,668.00
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<b>Grand Total</b>	214	0	\$1,931,737.00	\$31,657.90	1979	0	\$48,652,066.00	\$558,301.60
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**PLANNING & COMMUNITY SERVICES DIVISION  
MONTHLY REPORT  
December 2023**

**MONTHLY MEETINGS:**

**Planning & Zoning Commission** – Meetings were held on December 13 and December 27.

<b>December 13, 2023 Meeting</b>			
<b>Applicant</b>	<b>Project</b>	<b>Recommendation</b>	<b>Action Taken</b>
David A. Nicol, Owner	Final Plat – Ashworth North (FP23-001)	Approval	Recommended approval to City Council
<b>December 27, 2023 Meeting</b>			
Money Pit LLC and Waterbury Property Investors LLC, Owners; Corona Woychik, ISG, Engineer	Preliminary Plat Amendment- West Fork Crossing (PP23-008)	Approval	Recommended approval to City Council
Money Pit LLC, Owner; Corona Woychik, ISG, Engineer	Final Plat – West Fork Crossing First Addition (FP23-004)	Approval	Recommended approval to City Council

**Group Rental Committee** – Meetings were held on December 5 and December 19.

<b>Address</b>	<b>Units</b>	<b>Owner</b>	<b>Requested Occupancy</b>	<b>Approved for</b>	<b>GRC</b>	<b>BRHA</b>
816 W 28 <sup>th</sup>	1	Tony Merfeld	3	3	12/5/2023	NA
1123 W 1 <sup>st</sup>	1	Heidi Showers	4	4	12/5/2023	NA
3204 Apollo	1	Taran Perman	4	4	12/5/2023	NA
805 W Seerley	6	Brandon Olson; Sunrise Properties LLC	9 total occupants	9 total occupants	12/5/2023	NA
1003 Bluff	2	Greg Schneider	3 and 2 (5 total)	3 and 1 (4 total)	12/19/2023	NA
1409 Washington	2	Full Throttle Investments, LLC	3 and 2 (5 total)	3 and 1 (4 total)	12/19/2023	NA
1918 Merner	1	Kelly Property Investments	3	3	12/19/2023	NA
2804-2806 College	2	Hanna Steiert	2	4 and 4/ 8 total	12/19/2023	NA



910 Washington	1	Jordan K Porter	4	3	12/19/2023	NA
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**Board of Rental Housing Appeals** – There was no scheduled meeting.

**Board of Adjustment** – There was no scheduled meeting.

**Other Commissions, Board Meetings & Staff Liaison Responsibilities:**

	Date	Notes/Actions
Bicycle and Pedestrian Commission	12/5/23	The commission discussed and adopted a charge for the Walking/Pedestrian Subcommittee including their goals and intent. Staff discussed and outlined projects in the CIP (funded and unfunded) which can potentially qualify for grant programs administered by INRCOG. Commission members will provide a ranking of those projects at the next commission meeting. Also discussed the potential of an eBike safety education campaign and will coordinate with Amanda Huisman over the next few months.
College Hill Partnership	N/A	The meeting was cancelled due to lack of a quorum.
Historic Preservation Commission	12/12/23	Staff reported that the CLG grant application for the recon survey of the Overman Park district has been submitted to SHPO. The Commission is working to update the HPC website with information about Eddie Bowles. The Commission along with representatives from North Cedar Neighborhood Association discussed possible sites to highlight for their next educational project in North Cedar Neighborhood. The agreed upon approach would be to give a presentation on the historic sites chosen, followed by a self-guided tour of the area. The commission will review the annual CLG report and the Work Plan for 2024 before their next scheduled meeting.
Housing Commission	N/A	The Housing Commission did not meet in December.
Community Main Street Design Committee	N/A	No meeting was held in the month of December.
North Cedar Neighborhood Association (NCNA)	N/A	NCNA did not meet in December.
Parking Tech Committee	N/A	No meeting was held in the month of December.

**LAND USE INQUIRIES AND PERMITTING**

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

**OTHER PROJECTS FOR DECEMBER INCLUDED:**

- The Federal Rail Administration is expected to publish another notice of funding opportunity very soon for the Railroad Crossing Elimination Grant which the City applied for in Fall 2022. Preparations are underway to update our application, include additional partners, and to resubmit by the anticipated deadline.
- Ongoing effort to address enforcement of rental paving ordinance.
- Working on the Major Thoroughfare Plan and related street standards and associated subdivision code street connectivity standards.
- Various enforcement actions related to zoning and rental code violations.

**ECONOMIC DEVELOPMENT:**

- Continued coordination with consultant on design work for the expansion of the West Viking Road Industrial Park.
- Met with an existing Cedar Falls business regarding expansion plans in the Cedar Falls Industrial Park.
- Attended monthly Cedar Falls Economic Development Corporation board of directors meeting.
- Attended Good Morning Cedar Valley hosted by Grow Cedar Valley.
- Provided industrial park site information for an out of state company looking to potentially locate in Iowa.
- Prepared a development agreement for a proposed project in the West Viking Road Industrial Park.
- Met with a developer interested in doing a project in the Cedar Falls Industrial Park.
- Met with an out of state business interested in the Cedar Falls market.
- Met with staff to review Tourism Activities and Economic Development Services applications that were submitted by outside agencies.

**CDBG**

- Work with Waterloo on HOME allocations and additional funding through ARP.
- Continue to work on the next 5-year Consolidated Plan, partnering with Waterloo as a consortium, as required by HUD. The survey ended on December 20.
- Contracts were sent to Service Agencies for their review and signature. Two of the five were received.

**HOUSING CHOICE VOUCHER PROGRAM**

<b>Waiting List</b>	780	<b>Rent Subsidies (HAP payments)</b>	\$95,687
<b>New Applications Taken</b>	23	<b>Utility Payments</b>	\$ 1,428
<b>Units under Contract</b>	179	<b>Admin Fees</b>	\$ 14,945
<b>Initial Vouchers Issued</b>	1	<b>Pulled from Waitlist</b>	0
<b>Current Open Vouchers</b>	5	<b>Top of List Letters currently out</b>	0
<b>New Admissions</b>	8	<b>Lease Up Goal</b>	220

Ongoing

- All active files have been scanned. Continuing to scan in terminated files.
- Added new landlords
- Continuing to issue new vouchers/pulling from waitlist
- Boulder Dr units added to program for payment starting January 1, 2024.

**ADD A DOLLAR REPORT**

There were no applications received for utility assistance in December. There was a balance of \$61,402.33 left as of December 31, 2023.

## RECREATION & COMMUNITY PROGRAMS Monthly Report for December

### Administrative:

- Hired Bret Sohn as an Office Assistant.
- We also trained a new front desk worker that started.
- Updated training checklist for front desk staff.
- Still working on updating our Credit Card System.

Rec & Fitness Center	December	November
Rec Center Daily Admission	\$8,569.81	\$5,995.06
Rec Memberships Sold	\$36,124.85	\$34,995.21
Daily Member Check In	11,181	10,748
Concessions Sold	523	391

### Aquatics:

- Two swim meets and two holidays closed the pools for three full days and two half days in December.
- Completed the package to start the hiring process for a new Aquatics Supervisor.

Participation	2023 Indoor	2022 Indoor
Swim Passes Sold	2	0
Open Recreational Swimming/Lap Swimming	345	385
Aquatic Program Usage (swim clubs, lessons, lifeguarding, training)	1,911	1,713

**Recreation Programs:**

- Took registrations for Winter Leagues.
- Fall Programs concluded in December.

<b>Program</b>	<b>Enrolled/ est. team members</b>	<b>Meetings /Games</b>	<b>2023 Contacts</b>	<b>2022 Contacts</b>
Adult Basketball	8	18	288	160
Adult Pickleball League	2	29	116	N/A
Racquetball League	16	3	48	72
Indoor Park		8	182	154
Basketball Co-Ed (Kin)	76	2	152	192
Basketball 1 <sup>st</sup> Girls	40	2	80	96
Basketball 3 <sup>rd</sup> & 4 <sup>th</sup> Boys	70	2	140	130
Volleyball Adult Mix Mon	8	26	416	288
Volleyball Adult Mix Wen	8	9	144	96
Volleyball Adult Women's	8	18	288	160

**Fitness/Wellness:**

- We held specialty fitness classes on Christmas Eve and New Year's Eve.
- Wellness got survey responses back indicating what type of activities employees wanted to get involved in.

<b>Fitness/ Wellness</b>	<b>2023 Participation</b>	<b>2022 Participation</b>
Fitness Classes Offered	190	225
Fitness Class Attendance	2,316	2,022
Personal Training Sessions	75	61
Massages:	72	71
Child Care	48	47
Rec Facility Rentals	33	7



**CEDAR FALLS  
TOURISM & VISITORS BUREAU  
December 2023**

**MEETINGS/CONVENTIONS/SPORTS/GROUPS**

- Cedar Falls hosted the Cedar Valley Winter Wrestling Duals (grant funded), Game One Bowl (grant funded), Big Soil Health Event and more for an estimated economic impact of over \$459,946 for December events that had CF Tourism staff engagement.
- Secured five events for 2024/2025.
- Generated three new leads, hosted one event planner for a site visit, and submitted one proposal for a potential future event.
- Promoted Winter Wrestling Duals with KWWL interview.

**LEISURE**

- A digital ad campaign promoted Holiday activities in Cedar Falls, followed by a Cozy Winter Getaway campaign that began late December.
- Updated Cedar Falls Beer Trail Passport for 2024.
- Finalized the 2024 Cedar Falls Visitor Guide and prepared for distribution.
- Panthers on Parade artists designs were approved and agreements went to Council.

**COLLABORATION**

- Attended Iowa Travel Industry Partners committee meetings.
- Attended CV Trails Partnership meetings.
- Attended Cedar Valley Sports Commission Board meeting.
- Attended Iowa DOT Signing Committee meeting.
- Published Hospitality Highlights newsletter x4Revamped all newsletters in 2024.

	December 2023	December 2022
Visitor Center Traffic	276	262
Website Traffic + CV365.com	12,441	10,076
Facebook	10,950	9,816
Instagram	2,726	2,430
LinkedIn	801	508
Visitor Guide Distribution	454	347
Ad Campaign Impressions	50,117	200,401
Volunteer Hours	15	24



Bel Canto Holiday Concert, Exhibition Tour with Holmes JH & CFHS Art Club, Christmas Ornament Family Workshop

### HEARST HIGHLIGHTS

- Hearst New Acquisitions show and Indo Fulcher's *Obsession Collection: How Far We've Come* exhibition in the small gallery runs through January 28, 2024. We hosted student tours of these exhibitions in December with attendance for these private tours at **25**.
- The Bel Canto Holiday Concert was a packed house of **112 in attendance** for this jolly event.
- The Hearst hosted our annual Holiday Ornament Family Workshops on December 3<sup>rd</sup> & 10<sup>th</sup>, both sessions were booked and completely full!
- Messy Mornings, Teen Art Club, and Wheel classes completed their sessions in December.
- Melody Parker reported on the Hearst's New Acquisitions show in the Waterloo-Cedar Falls Courier on December 27.
- Outreach efforts continued in December with art activity sessions conducted for Northstar, the Community Center, and Pathways Behavioral Services in December.
- Hearst Education Staff partnered with Scheels on their annual Holiday Celebration, providing art activity services to the community.
- The Friends of the Hearst Annual Membership Campaign letters went out in December.

## Hearst By The Numbers

Hearst Center for the Arts Activity Report - Cultural Division FY24		
	November	December
<b>OVERALL ATTENDANCE</b>		
# of Days Open to Public	22	24
<b>Door Counter + any virtual events</b>	<b>975</b>	<b>755</b>
Sculpture Garden (est.)	200	200
Average visits per day	53.41	39.79
<b>FREE SERVICES - ATTENDANCE DETAIL</b>		
Exhibition (walk-in)	162	224
Special Events (lectures, concerts, film, performance, free workshops)	124	124
Regular Monthly Public Programs (Final Thursday, Mid-day Melodies,)	56	0
Community Meetings (ACB, Friends, etc.)	30	17
Thursday Painters + Majong (add both together)	107	107
Tours	18	25
<b>Total Free Services Attendance</b>	<b>497</b>	<b>497</b>
<b>OUTREACH &amp; VOLUNTEER SVC.</b>		
Volunteers (total number)	4	1
Volunteer Hours	7.75	6
Offsite Outreach Attendance	16	105
Offsite Outreach Number of Events	2	3
<b>PAID SERVICES - ATTENDANCE DETAIL</b>		
Family Workshops	0	46
Youth Classes	11	4
Adult Classes	66	34
Messy Mornings	65	28
Camps	0	0
Birthday Parties	0	0
Rentals	44	119
Ceramics Lab	37	20
<b>Total Paid Services Attendance</b>	<b>223</b>	<b>251</b>
<b>MEMBERSHIPS</b>		
Total Friends Memberships	283	310
New/Renewed this month	9	120
<b>Total Revenue from New Memberships</b>	<b>\$650</b>	<b>\$12,346</b>
<b>DIGITAL TRAFFIC</b>		
E-News Subscriptions	1,094	1,097
Newsletter click throughs	48	58
Facebook Followers	3,468	3,491
Instagram Followers	1,200	1,206
Web views	843	1,007
<b>PRESS, # OF OCCURENCES</b>		
Newspaper article	1	1
Radio interviews	3	2
Press Releases	0	0
Social Media Paid ads	2	1



ENGINEERING DIVISION

Type	Project No.	Project	Description	Status	Budget	Contractor/Developer
Alley/Storm Water	RC-000-3298	2023 Alley Reconstruction	Reconstruction	Completed	\$256,640.00	Veith
Bridge	BR-106-3215	Olive Street Box Culvert	Box Culvert	Active	\$1,160,000	PCI
Flood	FL-033-3088	Cedar River Safety & Recreation	Recreation	Active	\$6,300,000	PCI
Sanitary	SA-002-3182	Oak Park Sanitary Sewer	Sanitary Sewer	Active	\$800,000	PCI
Sidewalk	RT-000-3217	2021 CDBG INFILLS	Sidewalks & Trails	Final Out Remains	\$181,492	OEL
Sidewalk	SW-000-3301	2023 Sidewalk Assessment	Sidewalks & Trails	Final Out Remains	TBD	Boulder
Sidewalk	SW-000-3217	Union Road Trail	Sidewalks & Trails	Final Out Remains	\$510,299	Lodge
Sidewalk	SW-000-3293	2022 Sidewalk Assessment	Sidewalks & Trails	Final Out	\$49,143.69	Iowa Flatworks
Storm Water	ST-115-3147	University Ave Biocell	Storm Water	Final Out Remains	\$108,647	Benton's Sand and Gravel
Streets	RC-000-3272	2021 Street Construction	Street Repair	Completed	\$4,030,000.00	PCI
Streets	RC-000-3230	2022 Street Construction	Street Repair	Completed	\$3,266,000.00	PCI
Streets	RC-000-3289	2023 Street Construction	Reconstruction	Punch List Remains	\$2,664,000.00	PCI
Streets	CP-197-3244	Ashworth Drive Extension	New Construction	Active	1,249,087.31	Dave Schmitt
Streets	RC-092-3271	Cedar Heights Area Reconstruction Phase 1A	Reconstruction	Active	\$3,400,000	Dave Schmitt
Streets	RC-000-3171	Cedar Heights Drive Recon.	Street Repair	Punch List Remains	\$6,000,000	PCI
Streets	RC-000-3242	Downtown Street-Scape & Reconstruction Phase II	Reconstruction	Punch List Remains	\$2,450,000	Owen
Streets	RC-173-3228	Greenhill Rd & S Main Intersection Improvements	Reconstruction	Punch List Remains	\$3,400,000	PCI
Streets	RC-000-3283	Main Street Reconstruction	Reconstruction	Winter Shutdown	\$29,900,000.00	PCI
Streets	RC-000-1963	W. 1st Street Reconstruction	Reconstruction	Final Out Remains	\$6,500,000	PCI
Streets	RC-362-3212	W. Viking Road Recon	Reconstruction	ROW & Final Design	TBD	TBD
Streets	RC-000-3240	27th Street Improvements	Reconstruction	Active	TBD	PCI
Streets	MC-000-3206	Center Street Street Scape	Recon	Punch List Remains	TBD	Owen
Subdivision	SU-364-3189	W. Viking Industrial Park	New Construction	Punch List Remains	\$8,700,000	PCI

## ENGINEERING DIVISION

<i>Project No.</i>	<i>Project Title</i>	<i>Description</i>	<i>Status</i>	<i>Budget</i>	<i>Contractor/ Developer</i>
SU-000-3212	Arbors Fifth Addition	New Subdivision	Construction Plan Review	-----	Skogman/CGA
SU-000-3219	Hidden Pines	New Subdivision	Construction Plans Approved	-----	LGC/Fehr Graham
SU-442-3165	Autumn Ridge 10th Addition	New Subdivision	Construction Underway	-----	BNKD Inc./CGA
SU-217-3193	Western Homes 10th Addition	New Subdivision	Construction Underway	-----	Claassen/Western Homes
SU-385-3258	West Fork Crossings	New Subdivision	Final Acceptance	-----	ISG
SU-330-3151	Arbors Fourth Addition	New Subdivision	Maintenance Bond	-----	Skogman/CGA
SU-445-3021	Greenhill Village Estates	New Subdivision	Maintenance Bond	-----	Nelson Construction & Development
SU-379-3207	Pheasant Hollow 7th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-168-3187	Prairie Winds 5th Addition	New Subdivision	Maintenance Bond	-----	Brian Wingert CGA
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 1st Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-413-3199	Terraces at West Glen, New Aldea West Campus, 2nd Addition	New Subdivision	Maintenance Bond	-----	New Aldea/Fehr Graham
SU-217-3193	Western Homes 9th Addition	New Subdivision	Maintenance Bond	-----	Claassen/Western Homes
SU-454-3257	Wild Horse 5th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-454-3257	Wild Horse 6th Addition	New Subdivision	Maintenance Bond	-----	CGA
SU-440-3239	Autumn Ridge 9th Addition	New Subdivision	Preliminary Plat	-----	CGA
SU-184-3160	Greenhill Village Townhomes II	New Subdivision	Preliminary Plat	-----	Panther Farms/CGA
TBD	Panther West	New Subdivision	Preliminary Plat	-----	Panther Farms / Brewer Engineering

## ENGINEERING DIVISION

<i>Project</i>	<i>Description</i>	<i>SWPPP Status</i>	<i>Detention Calcs Status</i>	<i>Developer/ Engineer</i>	<i>Project Status</i>
ATS Addition	712 LeClair St	Approved	Approved	Owner/Fehr Graham	Active
Bethany Bible Church	Rownd Street	Approved	Approved	Owner/VJ	Active
Casey's General Store	1612 W 1st St	Approved	Approved	Casey's/CDA	Active
CF Storage LLC	2811 Technology Parkway	Approved	Approved	Owner/Synder	Active
Clay Street Cottages	Clay/9th St	Approved	-----	Wingert	Active
Community United Child Care	Nordic Drive	Approved	Approved	Owner	Active
Creekside Condos	Cedar Heights/Valley High	Approved	Approved	Larson/Fehr Graham	Active
D&D Midwest Investments	5630 Westminster Drive	Approved	Approved	Owner/JV	Active
High School	W 27th Street	Approved	Approved	City of Cedar Falls/AECOM	Active
Levi Architecture	3228 Cedar Heights Dr	Approved	-----	Owner	Active
Midway Drive Storage Units	3717 Midway Drive	Approved	-----	Owner/VJ	Active
Oak Park Assisted Living II	Greenhill Circle	Approved	-----	Owner	Active
Pinnacle Prairie Senior Living	Prairie Parkway	Approved	Approved	Nelson/Axiom	Active
Simple Mining	2715 Technology Parkway	Approved	Approved	Owner/Brewer Civil	Active
Stickfort Electric Addition	201 E 22nd Street	Approved	-----	Owner	Active
Triplex on Lot 4 (Hanna Park)	Valley High Drive	Approved	Approved	Larson/CGA	Active
B&D Distribution Warehouse	West Viking Industrial Park	Approved	-----	Owner/Snyder	Pending
Popeyes	Brandilynn Boulevard	Approved	-----	Owner	Pending
Retail on Brandilynn	703 Brandilynn Boulevard	Approved	-----	Owner	Pending

# Department of Public Works

## Operations and Maintenance Division

### Monthly Report for December 2023

#### Streets Section:

- Street sweeping was performed throughout the month as temperatures permitted
- Mitigated sight distance issues at 1<sup>st</sup> & Union intersection
- Performed brush removal on rural city street right of ways
- Additional snow and ice control training took place on new roundabouts
- Staff responded to a snow event that occurred on December 31st.

#### Traffic Operations:

- 147 traffic control signs and labels were repaired or replaced
- 33 signal repairs were conducted throughout the month
- Installing Lead Pedestrian Intervals at signalized intersections to improve pedestrian safety
- Installed Accessible Pedestrian Signals (APS) at Orchard Hill Elementary School

#### Fleet Maintenance:

- 882 transactions were recorded through the City's fuel dispensing sites
- Used 11,358 gallons of fuel (5,082 ethanol, 6,276 diesel)
- 132 work orders were processed through the fleet section for the month
- Procured new vehicles for inspection services and engineering
- Received new automated side load refuse truck
- Received new street paint machine for long line painting

#### Public Buildings:

- Completed various repairs and maintenance throughout public buildings.
- Worked on HVAC controls at the Recreation Center and Public Safety Building
- Installed new exterior book drop at the Public Library

#### Parks:

- Constructed storage building at Orchard Hill Park
- Stump grinding on City ROW was performed
- Worked on tree trimming and hazardous tree removals
- Performed exterior maintenance on the Little Red School House

#### Cemetery:

- Performed nine (9) interments; Five (5) at Greenwood Cemetery, two (2) at Fairview Cemetery and two (2) at Hillside
- Spaces sold; Two (2) at Fairview Cemetery and one (1) at Hillside cemetery

#### Refuse:

- 633 tons of residential solid waste was collected. 379 three-yard container dumps were recorded. Crews responded to 73 residential bulk item collections
- Crews collected 6 tons of yard waste from curbside collection, 212 carts were serviced
- The Transfer Station hauled 66 loads of solid waste to the Black Hawk County Landfill totaling 948 tons.
- A total of 120.5 tons of household recyclable material was collected for the month.
- 44 tons of e-waste, scrap metal, tires and appliances were diverted from the waste stream and recycled.

DEPARTMENT OF PUBLIC WORKS  
WATER RECLAMATION / SEWER DIVISION  
MONTHLY REPORT - DECEMBER 2023

PLANT OPERATIONS

Water Reclamation Facility performance was again very good for the month. All permit effluent requirements were met, and flows continue to be extremely low, with a 3.11 million gallons per day (MGD) average, below last year's average flow of 3.73 MGD and the five-year average flow of 4.52 MGD. These low flows are due to continued below average precipitation, leading to low inflow and infiltration.

The annual flow to the Water Reclamation Facility was 1.437 billion gallons of water, below 2022's 1.628 billion gallons and more than 500 million gallons below the five-year average of 1.954 billion gallons of wastewater treated per year.

PROJECTS

Eight proposals were submitted by area farmers to lease the 390 acres of farm land associated with the Sartori Farm. A recommendation will be brought forward to City Council in February after the proposals are vetted.

BIOSOLIDS

We were able to haul 88,000 gallons of liquid biosolids to local farm fields and another 186,000 gallons were dried through our dewatering system and put into storage.

With the continued nice weather, WRF staff hauled additional Biosolids to the Sartori Farm Fields making additional room for winter storage at the Water Reclamation Facility.

2.27 tons of inorganic material were hauled to the landfill for disposal.

SANITARY SEWER SYSTEM CALLS & SERVICES

We received 229 sewer locate requests from the Iowa One Call system, 39 of which required field locating by WRF staff. In 2023 WRF staff located a total of 853 OneCall locates for residents and contractors to safely dig.

We received one residential sewer problem call which was determined to be an internal plumbing issue within the home.

There was one after hours emergency call for lift station issues which was quickly resolved.

WRF staff cleaned a total of 2,586 feet (0.49 miles) of sanitary sewer mains. This brings the 2023 total to 45.4 miles, which is higher than 2022's 25.9 miles and the five-year average of 30.3 miles.

WRF staff also televised 0.6 miles of sanitary sewer lines. This brings the 2023 total to 11.7 miles, which is higher than 2022's 2.2 miles and the five-year average of 5.4 miles.

### INDUSTRIAL PRETREATMENT

A pretreatment inspection was conducted at Universal Industries with no violations found.

The Tri-ennial survey is still underway.

### STAFF AND TRAINING

Quinn Aalfs was hired as the new Water Reclamation Supervisor. Quinn brings a WWTP Operator 4 license (the highest grade) and several years of operational experience with him from the City of Oskaloosa.

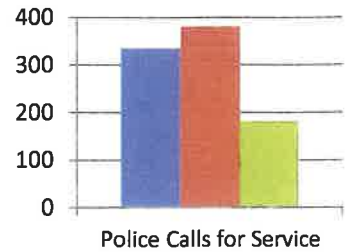
Jeremy Northrup earned his WWTP Operator 3 license. This is a huge accomplishment, which Jeremy has been striving toward for several months.

Seasonal Laborer, Jan Mord completed his tenure with the WRF. He may return in the Spring of 2024.

**DEPARTMENT OF PUBLIC SAFETY  
MONTHLY REPORT  
DECEMBER 2023**

**CEDAR FALLS POLICE**

<u>Police Statistics</u>	First Shift	Second Shift	Third Shift	Total
Calls for Service	335	380	181	896
Traffic Stops	66	218	216	500
Arrests	17	20	31	68
Accidents	27	43	4	74

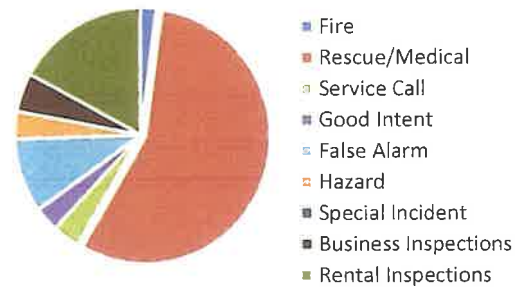


**CEDAR FALLS FIRE**

Fire Calls For Service Statistics

Fire	6
Rescue/Medical	161
Service Call	10
Good Intent	9
False Alarm/Call	27
Special Incident	0
Hazardous Condition/Spec	10
Business Occupancy Inspections	14
Rental/Residential Inspections	49

Fire Calls For Service



**POLICE CALLS FOR SERVICE**

Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Group A Serious Crimes	106	93	133	117	120	129	99	117	88	93	85	113
Group B Other Crimes	60	82	89	84	70	69	84	74	82	55	52	77
Traffic Accidents	117	91	76	74	93	91	75	93	100	106	116	91
Other Calls	1470	1486	1874	1753	1341	1350	1552	1455	1634	1546	1210	1218
CFS Totals	1753	1752	2172	2028	1624	1639	1810	1739	1904	1800	1463	1499

Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Group A Serious Crimes	1468	1469	1702	1467	1437	1407	1681	1548	1479
Group B Other Crimes	674	579	613	683	661	565	745	741	895
Traffic Accidents	734	790	720	774	613	228	1030	1231	1008
Other Calls	13,828	12,573	13,244	13,936	14,819	14,590	15,856	16,631	20,181
CFS Totals	16,704	15,411	16,279	16,860	17,530	16,790	19,312	19,917	21,189

**FIRE RESCUE CALLS FOR SERVICE**

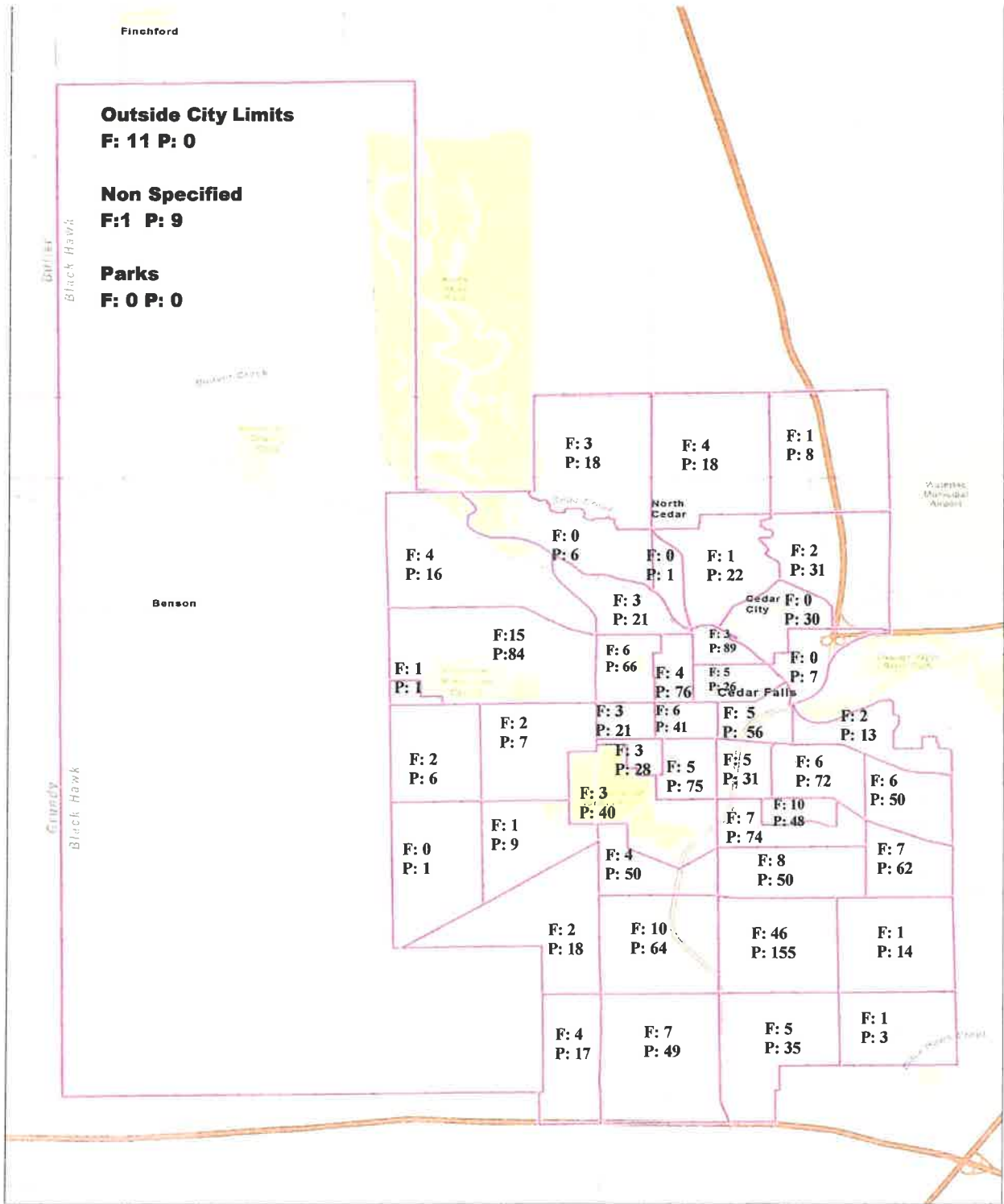
Type of Incident (Monthly)	Jan '23	Feb '23	Mar '23	Apr '23	May '23	Jun '23	Jul '23	Aug '23	Sep '23	Oct '23	Nov '23	Dec '23
Medical & Rescue	119	110	124	120	133	108	143	153	126	128	116	161
Cancelled, False Alarms, Good Intent	36	28	40	40	55	44	59	45	47	46	39	36
Fire, Heat, Hazard, Weather Related & Other	23	17	22	17	36	32	24	24	36	35	23	26
Totals	178	155	186	177	224	184	226	222	209	209	178	223

Type of Incident (per year)	2015	2016	2017	2018	2019	2020	2021	2022	2023
Non-Medical CFS	840	911	900	772	841	783	758	917	830
Rescue / EMS Related	1367	1570	1437	1022	1272	1328	1541	1509	1541
Totals	2207	2481	2337	1794	2113	2111	2299	2426	2371

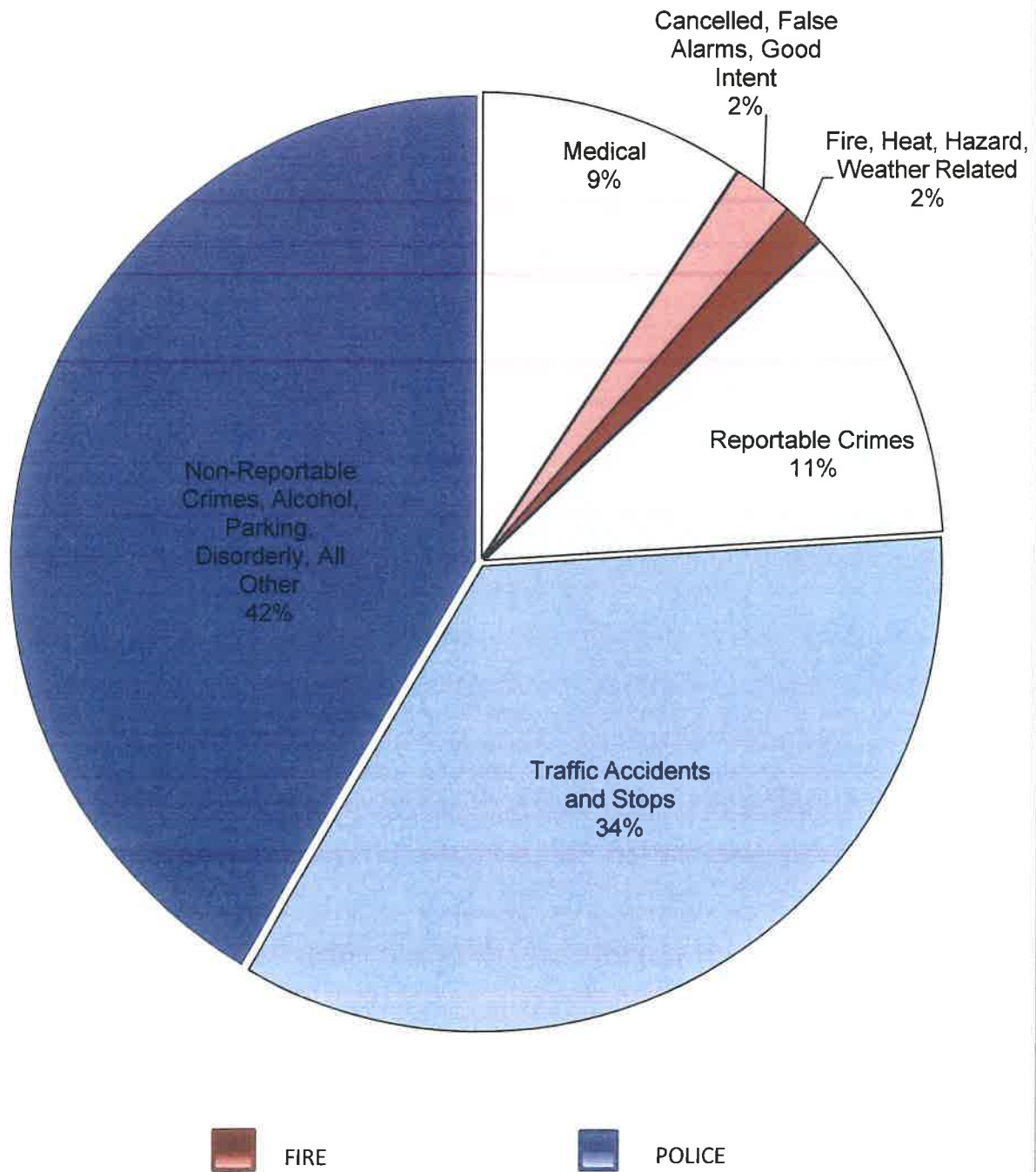
<b>POLICE STATISTICS:</b>	<b>DEC 2023</b>	<b>Total 2023</b>
<b>Group A Crimes</b>		
Murder/NonNeg Manslaughter	0	0
Kidnapping/Abduction	0	2
Forcible Rape/Sodomy/Fondling	2	35
Robbery	0	1
Assault	15	234
Arson	1	4
Extortion/Blackmail	0	6
Burglary/B&E	11	124
Theft	43	531
Motor Vehicle Theft	0	30
Counterfeit/Forgery	3	33
Fraud	15	159
Embezzlement	0	0
Stolen Property	5	12
Vandalism	9	146
Drug Offenses	12	137
Incest	0	1
Porno/Obscene Material	0	4
Op/Pro/Asst. Gambling	0	3
Weapon Law Violation	0	9
<b>Group B Crimes</b>		
Disorderly Conduct	4	45
Driving Under Influence	13	251
Drunkenness	6	119
Non-Violent Family Offense	0	4
Liquor Law Violation	0	4
Runaway	0	12
Trespassing	3	27
All Other Offenses	51	432
Group A Total:	113	1479
Group B Total:	77	895
Total Reported Crimes:	190	2374
<b>Traffic Accidents</b>		
Fatality	0	1
Personal Injury	9	146
Hit and Run	12	210
Property Damage	70	794
Total reported Accidents	91	1,151
<b>Calls for Service</b>	<b>1499</b>	<b>21189</b>
<b>Total Arrests</b>	<b>81</b>	<b>944</b>



# Cedar Falls Public Safety Grid Map



### Cedar Falls Public Safety Experience Survey (DECEMBER 2023)





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Chris Sevy, AICP, Planner I  
**DATE:** February 5, 2024  
**SUBJECT:** Temporary Sign Request  
 62<sup>nd</sup> Annual Waterloo –Cedar Falls Coin Show

This office received the attached request from the Waterloo-Cedar Falls Coin Club to briefly place temporary directional signs in the city's right-of-way for their 62<sup>nd</sup> Annual Waterloo-Cedar Falls Coin Show. The event is on Sunday, March 24, 2024 at the Gallagher-Bluedorn Performing Arts Center on the UNI Campus from 9 AM to 3 PM and is free for the public to attend.

In previous years this event has been held at the Waterloo Center for the Arts and typically has a theme or focus. This year, the show will be at the Gallagher-Bluedorn and will feature a collaboration with the University of Northern Iowa History Department and a presentation "Mythology and Coinage" which will feature examples of coinage dating back to the Fifth Century B.C. The coin show is free admission and open to the public.



The signs will be typical H-stake "yard" signs measuring 24" wide by 18" tall located at the intersections of:

- University Avenue and Main Street;
- Hudson Road and University Avenue; and
- Hudson Road and 27th Street.

The signs will be displayed on Saturday, March 23, 2024 and be removed on Sunday, March 24, 2024 immediately following the event. The signs will be placed in a location that will not obstruct the vision of motorists.

For reference, similar requests have been submitted and approved by Council in years past, specifically by this applicant. Staff notes the willingness of the applicant to get proper approval and go through the proper channels to place signs like this and recommends approval to display the temporary signs at the three stated locations on March 23, 2024

through March 24, 2024 for the Coin Show.

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

xc: Stephanie Sheetz, Community Development Director  
Jamie Castle, Building Official (Code Enforcement)  
Craig Berte, Public Safety Director  
Karen Howard, Planning & Community Services Manager

Written request from the Coin Club:

The Waterloo-Cedar Falls Coin Club is requesting permission to place promotional signing for our upcoming Annual Coin Show.

This year our Show will be held at the Gallagher-Bluedorn Performing Arts Center on the UNI Campus, Sunday, 24 March from 9 AM to 3 PM and as always it is free to attend. Signs would be placed at the following locations Saturday evening 3/23 before the Show and picked up 3/24 immediately after: University Ave. and Main Street, Hudson Road and University Ave., Hudson Road and 27th Street.

This year the show will feature a collaboration with the University of Northern Iowa History Department and a presentation "Mythology and Coinage" and will feature examples of coinage dating back to the Fifth Century B.C. There will be activities for the kids and hobbyists of all ages will find something to pique their interest.

Our Club appreciates the support we've received in years past and hope we'll be able to post our signs once again.

Thank you,  
Mark Cooper, Club President  
Member Club of the ANA and INA



**DEPARTMENT OF PUBLIC SAFETY SERVICES**

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

319-273-8612

**MEMORANDUM**

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**To:** Mayor Laudick and City Councilmembers  
**From:** Craig Berte, Public Safety Services Director  
Mark Howard, Police Chief  
**Date:** January 29, 2024  
**Re:** Retail Alcohol License Applications

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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) Hy-Vee Fast and Fresh, 6527 University Avenue, Class B retail alcohol - renewal.
- b) College Square Cinema, 6301 University Avenue, Special Class C retail alcohol - renewal.
- c) Panther Lounge, 210 East 18th Street, Class C retail alcohol - renewal.
- d) Bani's, 2128 College Street, Class E retail alcohol - renewal.
- e) Happy's Wine & Spirits, 5925 University Avenue, Class E retail alcohol - renewal.
- f) Thunder Ridge Ampride, 2425 Whitetail Drive, Class E retail alcohol - renewal.



**MAYOR DANIEL LAUDICK**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET | CEDAR FALLS, IOWA 50613

PHONE: 319-273-8600

[www.cedarfalls.com](http://www.cedarfalls.com)

Item 13.

**FROM:** Mayor Daniel Laudick

**TO:** Cedar Falls City Council

**DATE:** January 30, 2024

**SUBJECT: City Council Meeting Procedures Changes**

**REF:** CFD 1121: City Council Procedures

1. I am enclosing my recommendation for several changes to the CFD 1121: City Council Procedures. These changes reflect what I believe will help to improve the effectiveness of our City Council meetings.
2. This includes two changes, specifically:
  - a. **Section 6. Standing and Special Committees:** Removed the various department-specific standing committees (aside from the Administrative Committee), and established the mayor as the chairperson of the committees. The goal is to bring committee discussions back under the Committee of the Whole going forward with the mayor as chair.
  - b. **Section 8. Council Referrals:** Changed the wording of section 8.2 to read that referrals *must* be submitted in writing ahead of time instead of the current wording of *should*. Per section 8.4 of the policy, however, Council will still have the ability to request a *Pressing Referral*, allowing for any last-minute referrals to be made on timely matters that couldn't be submitted in writing ahead of time. I believe this provides a good balance of allowing us to address matters on a timely basis while also sticking to the practice of submitting sufficient information in advance so that Council has time to review and effectively discuss referrals during the meeting.
3. If you have any questions regarding the changes, please don't hesitate to let me know.

Xc: City Administrator  
City Clerk  
City Attorney

###

# CFD 1121: City Council Meeting Procedures

*Approved November 7, 2022 by the Cedar Falls City Council*

## PURPOSE:

The Cedar Falls City Council operates under the authority of state law (Iowa Code Chapter 372) and has established these special rules to ensure the orderly conduct of the council's business during its meetings. The mayor and committee chairs shall be responsible for enforcing these rules. All members are encouraged to familiarize themselves with the standing rules, to aid in their proper use, and to suggest improvements as may be needed from time to time.

## PROCEDURE:

### 1. GENERAL RULES

- 1.1. **Definitions.** In this text, "member" shall be defined as any member of the Cedar Falls City Council. "All members" shall be defined as the seven City Council seats, whether or not the seat is vacant. "A two-thirds majority" shall mean at least five of seven members.
- 1.2. **Scope of rules.** These rules shall govern the conduct of the mayor and members and shall be interpreted to ensure fair and open deliberations and decision-making as required by the Iowa Open Meetings Law (Iowa Code Chapter 21).
- 1.3. **Applicability of rules.** These rules shall apply to the council when meeting in regular council meetings, in committee, and during council work sessions. Presiding officers will endeavor to fairly apply these rules; nonetheless, nonconformance with any part of these rules shall not affect the legality of any action of the council.
- 1.4. **Reference to and applicability of Robert's Rules of Order.** The Cedar Falls City Council has adopted Robert's Rules of Order, Newly Revised (RONR), Twelfth Edition, as its underlying parliamentary procedure. In cases not provided for by the Cedar Falls Code of Ordinances, or not specifically provided for in these City Council Meeting Procedures, Robert's Rules of Order shall prevail.
- 1.5. **Consent required to suspend or amend the rules.** These rules may be temporarily suspended by consent of three-fourths of the members present, but shall not be repealed, altered or amended unless by concurrence of two-thirds of all the members (see RONR 25:14).
- 1.6. **Matters not covered.** Any matter of order or procedure not covered by these rules shall be referred to the presiding officer, who shall decide the matter with the assistance and advice of the city attorney in conformity with the purpose of these rules in a fair and expeditious manner.
- 1.7. **Council prevalence in meeting decisions.** Any determination by a presiding officer may be reversed by a majority of all members.
- 1.8. **Interpretation.** These rules supplement and shall be interpreted to conform to the statutes of the State of Iowa and the ordinances of the City of Cedar Falls.



- 1.9. **Duty to vote; conflict of interest.** Each member who is present when a question is stated by the presiding officer shall vote thereon unless directly interested in the question, in which case the member shall abstain from voting. When any member refuses to vote when not excused, the member's vote shall be recorded in the negative. (See RONR 45.4)
- 1.10. **Informational requests.** During the consideration of any matter, or in the course of a hearing, members may request and receive information, explanations or the opinions of the mayor, city administrator, city attorney, city clerk, department director, or their designee.

## 2. TIME AND PLACE OF MEETING

- 2.1. **Regular meetings.** Regular meetings of the Cedar Falls City Council shall be held the first and third Monday of each month at 7:00 P.M. in the City Hall Council Chambers, except when Monday falls on a legal holiday, then the meeting shall be held at the regular hour on the next succeeding day not a holiday; provided, however, council may, by resolution, reschedule any regular meeting to another date and time, or may cancel a meeting. All hearings shall be scheduled for 7:00 P.M. the day of a regular meeting (City Code Sec. 2-45(a)).
- 2.2. **Special meetings.** Special meetings may be called by the mayor or by any four or more members who separately file a special meeting request with the city clerk. Such request shall include the proposed agenda item(s) for the special meeting. As with regular meetings, the agenda for the special meeting shall specify the day, hour and subject of the meeting and shall be posted in City Hall and notice given to the media at least 24 hours in advance.
- 2.3. **Quorum.** A majority of all members shall constitute a quorum for transaction of business (see Iowa Code 372.13.1).
- 2.4. **Remote attendance.** Members may attend City Council meetings via remote means, as long as a quorum (4 members) is present in person. Members attending remotely shall provide advance notice to the City Clerk by noon on the business day prior to the meetings, unless unexpected circumstances arise. If members participate via video conference, it is preferred that members have their cameras on and remain visible throughout the meeting. Unless otherwise approved by the mayor, the presiding officer of council and committee meetings must be in physical attendance at the meeting.

## 3. MEETING AGENDA

- 3.1. **Preparation of agenda.** Prior to each regular council meeting the city clerk shall prepare an agenda that contains all items the council anticipates acting upon at the meeting. The order of business shall be as follows:
  - a. Roll Call
  - b. Pledge of Allegiance (led by presiding officer)
  - c. Approval of Minutes
  - d. Agenda Revisions
  - e. Special Presentations (if necessary)

- f. Public Forum (5 minutes maximum per speaker)
- g. Staff Updates
- h. Special Order of Business (primarily public and quasi-adjudicative hearings and related actions)
- i. Old Business
- j. New Business:
  - 1. Consent Calendar
  - 2. Resolution Calendar
  - 3. New ordinances that do not require public hearings
- k. Bills and Claims
- l. Council Updates and Announcements
- m. Council Referrals
- n. Executive Session (if necessary)
- o. Adjournment

- 3.2. **Consent and Resolution Calendars.** In preparing an agenda, the city clerk shall separately designate items as Consent Calendar or Resolution Calendar, which may be acted upon by the council under Rules 5.16 and 5.17. These items shall consist of routine non-controversial items that in the city clerk's determination can be appropriately considered in bulk at the council meeting or a listing of resolutions which are subject to council action on that date. (see RONR 41:32)
- 3.3. **Agenda deadline.** Any member, the city administrator, city attorney, city clerk, or department director, with the mayor's approval, may have an item included upon the agenda by requesting the city clerk to include the item by 5:00 P.M. on the Monday one week prior to the council meeting. Items requested or filed after this time shall not be included upon the agenda unless the mayor deems the item of sufficient urgency to warrant immediate council action.
- 3.4. **Published agenda.** Agendas and meeting materials shall be made available to the public at 5:00 P.M. on the Wednesday preceding the council meeting via web link on the City website. Members will receive a printed copy of the council packet upon request.
- 3.5. **Mayor withdrawal of items.** The mayor may withdraw any item prior to the council meeting, but in withdrawing the item shall state to the council the reason therefore. An item withdrawn by the mayor may nonetheless, in the discretion of the council, be acted upon in its regular order.
- 3.6. **Council action to defer, continue or not act.** A member may not withdraw any item prior to the start of council meetings, provided however, a member wishing council to defer action or continue an item may move to continue, defer or not act on any item considered before any other action which council may consider.
- 3.7. **Public agenda requests.** Anyone from the public may request to have an item placed on the agenda by filing such request in writing with the mayor prior to 5:00 P.M. on the Monday one week prior to the regular council meeting. The mayor may either grant the request by placing it on the next agenda or deny the request for stated reasons, conveyed to the requester. Anyone may utilize the Public Forum portion of the meeting agenda to raise any issue not on the formal agenda, which issue shall then be governed by the rules set forth in Part 10 of these rules.

## 4. CONDUCT OF MEETINGS

- 4.1. **Presiding officer.** The mayor, or in the mayor's absence or incapacity the mayor pro tem, shall be the presiding officer at all council meetings. If both the mayor and mayor pro tem are absent, the most senior member in terms of council service shall preside.
- 4.2. **Control of discussion.** The presiding officer shall control discussion of the council on each agenda item to assure full participation in accordance with these rules. (See RONR §43; 47:19).
- 4.3. **Roll call.** Before proceeding with the business of the council, committee, or work session, the city clerk shall call the roll of members present and enter those names in the minutes. The city clerk shall determine the presence of a quorum as required by law and these rules.
- 4.4. **Presiding officer to decide question of priority of business.** A question relating to the priority of business shall be decided by the presiding officer without debate.
- 4.5. **Order of consideration of agenda.** Except as otherwise provided in these rules, each agenda item shall be considered in the numerical order assigned by the city clerk. Each agenda item shall be separately announced by the presiding officer, or city clerk, for purposes of discussion and consideration. To announce an item, it shall be sufficient to identify the item by the number assigned by the city clerk, unless greater specificity is requested by some person in attendance. This rule shall not apply to consideration of items under Rule 5.16 or Rule 5.17.
- 4.6. **Speaking on questions restricted.** No member shall speak more than twice on one question before the council without leave of the council, nor more than once in any case until every member choosing to speak shall have spoken.
- 4.7. **Motions to be seconded; when to be written.** No motion shall be put or debated unless seconded. When a motion is seconded, it shall be stated by the presiding officer before debate and every motion shall be reduced to writing if required by the presiding officer or any member.
- 4.8. **Gaining the floor.** Every member, previous to speaking, shall address the presiding officer, and say, "Mister / Madam Chair" and shall not proceed with remarks until recognized and named by the presiding officer.
- 4.9. **Order required while others are speaking.** While a member is speaking, no other member shall hold any private discourse or interrupt except as allowed for a Point of Order (Rule 4.15) and Point of Privilege (Rule 4.16).
- 4.10. **Order required when question is being put.** While the presiding officer is putting the question, no one shall walk across or out of the council chambers.
- 4.11. **Discussion.** A member shall speak only after being recognized by the presiding officer. A member recognized for a specific purpose shall limit remarks to that purpose. A member, after being recognized, shall not be interrupted except by the presiding officer to enforce these rules.
- 4.12. **Limit on remarks.** Each member shall limit remarks to a reasonable length.

- 4.13. **Presiding officer's right to enter into discussion.** The presiding officer may enter into any discussion.
- 4.14. **Closing debate.** Discussion, including public participation, shall be closed on any item by the presiding officer with the concurrence of a majority of members. Except as provided by Rule 5.8, a call for the vote shall not close discussion if any member of the council still wishes to be heard or the presiding officer determines the continued participation of the public will be helpful to the council.
- 4.15. **Bringing a Point of Order.** At any time during a meeting, a member may interrupt to declare a "Point of Order" to address a perceived discrepancy or a violation of these rules. The presiding officer shall determine the best action based on the point made, without debate.
- 4.16. **Bringing a Point of Privilege.** At any time during a meeting, a member may interrupt to declare a "Point of Privilege" to address an urgent matter relating to the rights of the members or the assembly, including ability to hear speakers and room comfort. The presiding officer shall determine the best action based on the point made, without debate.
- 4.17. **Calling member to order; appeal.** A member called to order while speaking at a council meeting shall immediately cease speaking unless permitted to explain. If there is no appeal, the decision of the presiding officer shall be conclusive, but if the member appeals the decision of the chair, the council shall decide the question without debate.

## 5. COUNCIL ACTION

- 5.1. **Motions.** At any appropriate place on the agenda, any member may make a motion for the council to act upon any matter if the motion is relevant to the matter under consideration.
- 5.2. **Motion required.** All action requiring a vote shall be first moved by a member and seconded by another member.
- 5.3. **Consideration out of agenda order.** With the consent of the council, any agenda item may be considered out of its listed order on the agenda at the request of a member.
- 5.4. **Recording names of moving members.** The city clerk shall record the name of the member making each motion and second.
- 5.5. **No motions by presiding officer.** The presiding officer may suggest a motion, but may not make a motion. A member acting as presiding officer may second a motion.
- 5.6. **Majority vote required for adoption.** No resolution or ordinance shall be adopted without a concurrence of a majority of all of the members of the council by call of the ayes and nays that shall be recorded. Passage of a motion requires a majority vote of a quorum of the council. As used in this section, "all of the members" refers to all of the seats of the council including a vacant seat and a seat where the member is absent, but does not include a seat where the member declines to vote by reason of a conflict of interest.

## 5.7. Preferential motions.

a. When a question is under debate the only motions in order shall be:

First	To adjourn.
Second	To call the previous question.
Third	To lay on the table.
Fourth	To postpone to a certain time.
Fifth	To adjourn to a certain day.
Sixth	To refer.
Seventh	To amend.

b. Such motions shall be given precedence in the order herein arranged, the first three (3) to be decided without debate.

5.8. **Calling the previous question.** When a member desires to cease debate and to vote on the pending question, the member shall request the floor and state: "I move to call the previous question." If seconded, then the council shall then vote, without debate, on whether to call the question. If carried by a two-thirds majority of members present, all proposed amendments and all further motions, debates and public participation shall be excluded, and the original motion shall immediately be voted on.

5.9. **Debate of motions to table, amendment.** A motion to lay a question on the table simply is not debatable, but a motion to lay on the table and publish, or with any other condition, is subject to amendment and debate.

5.10. **Motions postponed to a certain time.** When a motion is postponed to a certain time, the proposed date shall be specified as part of the motion.

5.11. **Precedence of motions to refer to committee.** A motion to refer to a standing committee shall take precedence over a similar motion for a special committee.

5.12. **Motions to amend.** Amendments shall be governed by the following:

a. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be entertained.

b. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different subject shall not be in order.

c. Motions to strike and insert. On a motion to strike out and insert, the paragraph to be amended shall first be read as it stands, then the words proposed to be struck out and those to be inserted, and finally the paragraph as it would stand if so amended.

5.13. **Withdrawal of a motion.** After a motion or resolution is stated by the presiding officer, it shall be deemed to be in the possession of the council, but may be withdrawn at any time before decision by the original mover by stating "Mister/Madam Chair, I ask permission to withdraw the motion". If any amendment has been proposed or adopted, the main motion shall not be

withdrawn without the consent of the mover of such amendment. (See RONR 33:11)

- 5.14. **Division of question containing distinct propositions.** If a question in debate contains several distinct propositions, any member may have the same divided prior to the vote thereon when the sense of it requires such division.(See RONR §27)
- 5.15. **Separate consideration.** Except as otherwise allowed by these rules, each agenda item shall be voted upon separately and shall be recorded by the city clerk.
- 5.16. **Action on Consent Calendar.** Items on the Consent Calendar shall be acted upon by voice vote in a single motion without separate discussion, unless the presiding officer, a member, or the public requests that a specific item be considered separately.
- 5.17. **Action on Resolution Calendar.** Items on the Resolution Calendar shall be acted upon by roll call vote in a single motion without separate discussion, unless the presiding officer, a member, or the public requests that a specific item be considered separately.
- 5.18. **Announcement of Items in the Consent and Resolution Calendars.** Items in the consent and resolution calendars may be announced by having the full titles read, summarized, or by stating the number assigned to the item by the city clerk. Any item in the Consent Calendar or Resolution Calendar which is pulled for separate consideration shall have its full title read aloud by the presiding officer prior to entertaining a motion and a second on the measure.
- 5.19. **Recording of Resolution Calendar votes.** The city clerk shall record the yes and no votes on each resolution calendar item separately as if each item had been moved and voted upon separately. Rule 4.5 shall not apply here.
- 5.20. **Action on multiple items.** With the consent of a majority of the council, Rule 5.15 notwithstanding, the council may consider for voting purposes more than one item, but in such event the vote upon each item will be separately recorded by the city clerk noting specific yes or no votes of each member on each item.
- 5.21. **Public hearings.** Any other rule to the contrary notwithstanding, unless required by statute or necessary to conform to proceedings required for a special purpose, a hearing shall commence when declared open by the presiding officer and shall close when closed by the presiding officer or by other formal action of the council.
- 5.22. **When motions may be reconsidered; renewal of motion.** A motion may be reconsidered at any time during the same meeting at which the motion was made, or at the first meeting held thereafter. A motion for reconsideration, being once made and decided in the negative, shall not be renewed before the next meeting. (See RONR 37:9)
- 5.23. **Who may move to reconsider.** A motion to reconsider must be made and seconded by members who voted on the prevailing side, or by those who were absent and did not vote upon the motion to be reconsidered (See RONR 37.10)
- 5.24. **Reconsideration when member is absent.** Rule 5.23 notwithstanding, when less than seven members are in attendance at a meeting and an agenda item fails to receive a majority of

affirmative or negative votes of those in attendance, then the agenda item shall, upon the request of any member in attendance at the meeting, be placed by the city clerk on the agenda for the next council meeting, and continued thereafter upon the agenda for subsequent meetings until it shall receive a majority of affirmative or negative votes of those in attendance. An ordinance continued under this rule shall not be considered to have been read or considered for its first or any subsequent passage until it receives four affirmative votes.

- 5.25. **Council Updates and Announcements.** Members may use this time during a Council meeting to ask for updates from staff on projects or issues and to make announcements to the public and to council on civic matters. The presiding officer shall ensure that such discussion remains in compliance with the Iowa Open Meetings Law (Iowa Code Chapter 21); as a safeguard, no motions will be entertained at this time. Matters requiring deliberation by council for final action shall instead be submitted for inclusion on a future regular council or committee meeting agenda to ensure transparency and public participation.
- 5.26. **When motion to adjourn is in order.** A motion to adjourn the council shall be in order except:
- a. When a member is in possession of the floor.
  - b. While the members are voting.
  - c. When adjournment was the last preceding motion.
  - d. When it is decided that the previous question shall be taken.
- 5.27. **Amendment, debate of motions to adjourn.** A motion to adjourn simply cannot be amended, but a motion to adjourn to a given time is open to debate. (see RONR §21).

## 6. STANDING AND SPECIAL COMMITTEES

- 6.1. **Purpose of committees.** Except for the Administration Committee, cCommittees exist to allow members to consider certain topics in detail prior to final consideration in the regular council meeting.
- 6.2. **Powers of committees.** Except for the Administration Committee, cCommittees are only empowered to make recommendations to the City Council; all final actions pertaining to a referred item must be determined by the City Council at a regular or special meeting called for that purpose. (see RONR §50)
- 6.3. **Referral by council or mayor.** Committees may receive referrals through an approved referral request as described in Part 8 of these rules, or as determined by the mayor.
- 6.4. **Standing committees.** The following shall be the Council's standing committees:
- a. Administration.
  - b. Committee of the Whole~~Finance & Business Operations.~~
  - c. ~~Public Safety.~~
  - d. ~~Public Works.~~
  - e. ~~Community Development.~~
  - f. ~~Committee of the Whole.~~
- 6.5. **Appointment of committee members.** All standing committees shall be appointed by the mayor annually at the first regular meeting of the council in January of each year, or as soon

thereafter as practicable. Special committees shall be appointed by the mayor unless otherwise directed by the council. The first person named on each committee shall be the chair.

~~6.6. **Absence of committee chair.** In the absence of the committee chair, the Mayor Pro Tem may preside if such action is approved by the designated chair or by the mayor.~~

~~6.7-6.6.~~ **Number of committee members.** The standing committees of the council shall consist of all seven members. All special committees shall consist of five members each, unless some other number is specified by the council.

~~6.8-6.7.~~ **Motion to recommend; continuance.** After any presentations and initial discussion, members may move to recommend a course of action to the City Council; this will typically be a recommendation for council approval or disapproval of a certain action or resolution. Members may also move to continue the discussion in a future committee meeting prior to making a recommendation to the City Council.

~~6.9-6.8.~~ **Procedure for committees to report.** Standing and special committees of the council to whom referrals are made shall report the state of facts and the committee's recommendation through the approved committee minutes unless another form of report is specified by the council.

~~6.9.~~ **Acceptance of final report discharges special committees.** On the acceptance of a final report from a special committee of the council, the committee shall be considered discharged without a vote, unless otherwise ordered.

~~6.10. **Mayor shall preside at all committee meetings.** The mayor shall serve as presiding officer at all committee meetings but shall not vote. The mayor pro tem shall serve as presiding officer in the absence of the mayor. If both the mayor and mayor pro tem are absent, the most senior member in terms of council service shall preside.~~

~~6.10-6.11.~~ **Administration Committee; referral to Committee of the Whole.** The Administration Committee shall serve as appellate body as required in the Code of Ordinances and as provided in City policies and procedures. All other standing committee items shall be referred to the Committee of the Whole.

## 7. ORDINANCE ADOPTION

7.1. **Ordinances to be presented in writing.** All ordinances shall be presented in writing before being considered by the council.

7.2. **Consideration and passage of ordinances.** Ordinances must be considered and voted upon for passage at three separate council meetings, unless this requirement is suspended by a recorded vote of not less than three-fourths of all of the members of the council.

7.3. **Procedure for passage of ordinances.** The following procedure shall be followed by the council in the passage of all ordinances:

- a. A motion to pass the ordinance upon its first consideration or a motion to suspend the rules requiring ordinances to be considered at three (3) separate council meetings.



- b. In the event the ordinance is passed upon its first consideration, the ordinance shall be given the second and third considerations either in adjourned meetings of the meeting of its passage on first reading, or at some following special or regular meetings of the council.
- c. In the event that a motion to suspend the rules has passed, a motion shall be made to adopt the ordinance upon its third and final consideration.
- d. Upon the passage of the third and final consideration of the ordinance, the mayor shall declare the ordinance duly passed and adopted.

- 7.4. **Contents of amendments to ordinances.** An amendment to an ordinance must specifically repeal the ordinance, or the section, subsection, paragraph, or subpart to be amended, and must set forth the ordinance, section, subsection, paragraph, or subpart as amended.

## 8. COUNCIL REFERRALS

- 8.1. **Referral initiation.** During the Council Referrals portion of a regular council meeting, any member may move to refer any topic or question to a council standing committee, city board or commission, or to staff for further consideration, using the process outlined in Rules 8.2 and 8.4.
- 8.2. **Council referrals presented in writing.** Except for the pressing circumstances in Rule 8.4, all council referral requests ~~must~~ should be provided to the City Clerk in writing no later than 5:00 pm on the Monday prior to the next regular council meeting. The request should contain sufficient information to enable the council to determine if the request merits referral to a council standing committee, a city board or commission, or to staff for further consideration.
- 8.3. **Referral discussion.** Upon a motion and second, the council may choose to discuss the referral in question. The presiding officer shall ensure that the deliberation is focused on the desirability of referral approval, rather than the merits of the proposed initiative.
- 8.4. **Moving a pressing referral.** In some cases, a council agenda item or other discussion may necessitate an immediate referral to committee without the prior documentation or notice to the council as required by Rule 8.2. In these instances, a member may move a pressing referral.
- 8.5. **Validity of a pressing referral.** The presiding officer shall determine the validity of a pressing referral. Referrals not deemed pressing shall be ruled out of order by the presiding officer. This determination may be overruled by a majority vote of all members per Rule 1.7.
- 8.6. **Referrals at work sessions.** In addition to the above processes, the City Council may directly refer topics to committee via consensus during a work session.
- 8.7. **Withdrawal of referrals.** The requesting member may withdraw a requested referral from the council agenda at any time.

## 9. COUNCIL WORK SESSIONS

- 9.1. **Purpose of work sessions.** From time to time the mayor or city council may direct that a work session be held for informal study and discussion of a topic prior to formal council action. Additionally, a work session may be used to facilitate a meeting between the Cedar Falls City Council and other entities.
- 9.2. **Session agenda.** Work sessions shall be preceded by a published agenda, which shall include the meeting location and time, in accordance with all applicable provisions of the Iowa Open Meetings Law (Iowa Code Chapter 21).
- 9.3. **Parliamentary procedure not applicable.** Unlike council meetings and committee meetings, council work sessions are not required to follow the regimentation of parliamentary procedure.
- 9.4. **Direction to staff by consensus.** No votes shall be taken at a work session, but council consensus shall be gauged in order to provide direction to staff for further staff action.
- 9.5. **No final action during work sessions.** In no case shall a work session consensus be construed as a final council decision for action. Each action consented to during a work session shall then be placed on the agenda for a future council meeting, committee meeting, or work session (as appropriate) for further consideration.
- 9.6. **Mayor and/or facilitator responsibilities.** The mayor or a trained expert shall serve as the work session facilitator to ensure that the council has sufficient information and guidance to develop a consensus (if needed) on the topic at hand.
- 9.7. **Public participation in work sessions.** The public is encouraged to observe the deliberations of the council during work sessions, but public comment will not be solicited or allowed during these meetings.
- 9.8. **Recording work sessions.** All work sessions shall be recorded.

## 10. PUBLIC PARTICIPATION

### 10.1. General considerations.

- a. **Identification of the speaker.** Any person desiring to speak in Public Forum or public comment shall first be recognized by the presiding officer and then shall step to the podium, state their name, address, and group affiliation (if any) for the public record, and will speak clearly into the microphone.
- b. **Speakers to address the presiding officer.** Speakers shall be required to direct their comments to the presiding officer only, and not to individual members or staff. (See RONR 43:22).

### 10.2. Public comment during public hearings and on agenda items.

- a. While an item is being considered for action at a council or committee meeting, the public will be granted an opportunity to comment prior to a vote by the members.
- b. Speakers shall be limited to speaking once, for up to five minutes, unless additional time is granted by the presiding officer or by motion and approval of a two-thirds majority of members. The presiding officer will advise the speaker when one minute remains.
- c. Total speaker input on any subject under consideration can be limited to a fixed period by the presiding officer. A majority vote of the council may extend the time limitations of this rule. (See RONR 43:16)
- d. Speaker comments must remain civil and be directed to the subject under consideration. The presiding officer shall rule on the relevance of speaker comments. Speakers making comments that could be construed to be obscene, integral to illegal conduct, inciting imminent lawless action, threatening or slanderous remarks towards another party shall be ruled out of order and barred by the presiding officer from further comment at the current meeting. (See RONR 9:29)

### 10.3. Speaking during public forum.

- a. **Applicability.** Anyone may address the presiding officer during the Public Forum segment of the agenda, regarding any issue not on the agenda. The topic must be related to City operations or business, as determined by the presiding officer. No formal action on the subject presented by the speaker may be taken by the council, other than a referral to City staff or a council committee or placement on an upcoming council agenda, in accordance with State law. The presiding officer may seek information from city staff in response to comments or questions by the public.
- b. **Time limit.** Speakers shall be limited to speaking once, for up to five minutes, unless additional time is granted by the presiding officer or by motion and approval of a two-thirds majority of members. The presiding officer will advise the speaker when one minute remains.

- c. **Campaigning prohibited.** Public Forum is not to be used as a platform to promote individuals running for elected office or ballot measures at any governmental level. Such conduct will result in the speaker being barred from further comment at the current meeting. Campaign materials for specific candidates, political parties or ballot measures at any governmental level are also prohibited from display to ensure good order during council meetings.
- 10.4. **City employees not to speak on employment matters.** Employees and collective bargaining groups will not be recognized to speak about employment-related issues to avoid violating adopted policies, collective bargaining agreements and State and Federal law.
- 10.5. **Visual aids.** Any visual aids that a speaker desires to have displayed in public forum during public comment must be submitted to the City Clerk by 10:00 a.m. on the day of the Council meeting for the presiding officer's review and approval.
- 10.6. **Recording.** The public may use cameras or recording devices at any open council session. The presiding officer may make and enforce reasonable rules for the conduct of council meetings to assure those meetings are orderly, and free from interference or interruption by spectators. (See Iowa Code 21.7)
- 10.7. **Written communications.**
- a. On any matters before the city council, the public may choose to submit comments in writing (whether in letter or e-mail form). This communication should be directed to the City Clerk for inclusion in the council packet by e-mailing [cityclerk@cedarfalls.com](mailto:cityclerk@cedarfalls.com), by dropping the correspondence off at City Hall (attn.: City Clerk) or by mailing it to City Clerk, Cedar Falls City Hall, 220 Clay Street, Cedar Falls, IA 50613.
  - b. Any public correspondence sent to the City Clerk regarding council agenda items will become a public record.
  - c. Correspondence arriving before 5 pm on the Monday before the council meeting will be included in the council packet for mayor, council and public consideration.
  - d. Members of the public who file written communications may also make verbal comments at the meeting, per Rules 10.2 and 10.3 above.

**ADOPTED / AMENDED:** 1/28/91, 4/03, 10/06, 12/13, 9/15/14, 10/6/14, 3/7/16, 3/6/17, 4/3/17, 4/16/18, 2/1/21, 5/3/21, 8/16/21, 5/2/22, 8/1/22, 11/07/22



## DEPARTMENT OF FINANCE &amp; BUSINESS OPERATIONS

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

**MEMORANDUM**  
Human Resources Division

**TO:** Mayor Laudick and City Council Members

**FROM:** Brenda Balvanz, Human Resources Specialist

**DATE:** January 25, 2023

**SUBJECT:** **Courier Advertising Agreement Renewal**

Attached is an Advertising Agreement renewal for your review and approval to continue to minimize recruitment advertising dollars spent by the City with The Courier for both print and digital advertisements. Please note that the 2023 Employment Advertising Rates page will be effective for the duration of the February 1, 2024-January 31, 2025, Agreement.

If you have questions regarding the attached, feel free to contact me at 319-268-5112, Bailey Schindel at 319-268-5531, or Jennifer Rodenbeck at 319-268-5108.

Attachment

# THE COURIER

Item 14.

P.O. BOX 540, WATERLOO, IA 50704

## ADVERTISING AGREEMENT

Account Number- 60000188

THIS AGREEMENT is made as of January 22, 2024 between Lee Enterprises, Incorporated d/b/a *Courier Communications*, the "Publisher", and **The City of Cedar Falls**, the "Advertiser."

**TERM** This Agreement will begin on **February 1, 2024** and end on **January 31, 2025**. This Agreement may not be terminated or cancelled by the Advertiser prior to the end of its term except for the reasons specified in Sections 1 and 14 of the Terms and Conditions listed below.

**VOLUME AGREEMENT** The Advertiser will purchase at least \$27,500 of total advertising before the end of the term.

<u>Product/Program</u>	<u>Rate</u>	<u>Details</u>
Courier Print Ads	2.75 PCI	Four, 2x5 (3.23"x 5") Print ads to run each Month in The Courier. (\$178 per Month + creative)
Courier Digital Impressions	\$25CPM	30,000 Monthly High Impact impressions on WFCourier.com (\$750 per Month + creative)
Targeted Display	Amplified Digital	Client will run a Monthly targeted display Ad with 54,167 estimated Impressions per Month (\$650 per month + Creative)
Pay-Per-Click	Amplified Digital	Client will receive Monthly PPC campaign with keywords to target job seekers (\$700 per Month)
Employment Products	See Advertising Agreement Additional Details Section	Any employment products purchased and used during the contract agreement will be used to fulfill the contracted amount
Creative Charges May Apply to any Ad Change	Dependent upon size, \$19.95	Creative services are available. Changes/edits made to a previously published print and/or digital ad or new build will incur creative charges.

Additional Details: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

### ADDITIONAL TERMS AND CONDITIONS

**1. Rates.** All advertising purchased will be at the rates and on the terms indicated on this Agreement, or on Publisher's current rate cards which are incorporated into this Agreement if no rate is indicated. This Agreement will control if there is a conflict between a rate card and this Agreement. Publisher reserves the right to change the rate or advertising terms listed on any rate card upon prior notice to Advertiser. Advertiser agrees to be bound by the new rates or terms unless Advertiser notifies Publisher in writing of its intent to cancel the remainder of the term of this Agreement within thirty (30) days after receiving notice of any change. Cancellation under this provision shall be effective as of the effective date of the new rates or terms and shall be without liability for failure to meet the volume advertising requirement.

2. **Contract Fulfillment.** Except as set forth in section 1 above, if, at the end of the term of this Agreement, Advertiser has placed less advertising than stated above or in any Addendum: (a) Advertiser forfeits the right to place any additional advertising under this Agreement; and (b) the Agreement will be amended to the best earned rate set forth on the rate cards and Advertiser agrees to pay Publisher for all advertising published or distributed the difference in the best earned rate based on Advertiser's actual volume during the term and the rate granted based on the volume advertising requirement. Any adjustments or credits applied to Advertiser's bill will not reduce the volume advertising requirement. Cancellations, changes of insertion dates, and/or corrections must conform to published deadlines. Advertisements may only relate to Advertiser's business, and neither rights nor obligations hereunder may be assigned to unaffiliated parties.

Item 14.

3. **Payment.** Advertiser will pay the total amount owed to Publisher within the time period indicated on Publisher's statement. All statement disputes with Publisher must be identified by Advertiser to Publisher in writing by the statement's due date, or Advertiser agrees that the statement is correct.

4. **Termination by Publisher.** Publisher may reject any advertising order and/or immediately terminate this Agreement upon notice to Advertiser for any of the following reasons: (a) if Advertiser fails to make payment by the date specified in Publisher's invoice; (b) if Advertiser fails to perform any obligations of this Agreement; (c) if a petition in bankruptcy or for reorganization under the bankruptcy or insolvency laws is filed against Advertiser; (d) if Advertiser ceases doing business or Publisher believes Advertiser is likely to cease doing business; or (e) in the opinion of Publisher, the credit of Advertiser is impaired. If this Agreement is terminated for any of these reasons, Advertiser will remain liable for the lesser of the short rate or volume advertising requirement.

5. **Indemnification.** Advertiser represents and warrants that it owns or licenses all rights necessary in any content supplied by or through Advertiser for the publication, distribution, and other uses anticipated or permitted under this Agreement. Advertiser and/or advertising agency signatory to this Agreement agrees to hold Publisher harmless and indemnify Publisher from any and all claims, suits, damages, and expenses of any nature whatsoever, including attorney's fees, for which Publisher may become liable because of (a) Publisher's distribution or publication of Advertiser's advertising; (b) any content provided by or through Advertiser, or (c) Advertiser's unauthorized publication or distribution of advertising owned by Publisher.

6. **Production Errors.** Advertiser may not claim a breach, terminate or cancel this Agreement if advertising copy is incorrect or contains errors of any kind, or because of a failure to publish, insert, or disseminate any advertising nor is Publisher liable to Advertiser for any loss or damage that results there from. Publisher agrees to run corrective advertising for that portion of the first publication, insertion, or dissemination which may have been rendered valueless by error, unless such error arose after the advertisement had been confirmed by Advertiser or Advertiser submitted the advertisement after deadline. Any claim for adjustment due to errors must be made within the time period stated on the applicable rate card or, if none, within thirty-six (36) hours after dissemination. Credit for errors in advertising will not exceed the cost of the space occupied by such error, and will not exceed the percentage of incorrect preprint or digital advertising delivered or viewed. On multiple insertions, credit for errors will not be given after the first insertion. Publisher shall not be liable for any monetary claim or consequential damages arising from error in advertising. Preprint insert quantities orders are based on circulation projections and are subject to change based on actual circulation figures the date of publication. Circulation numbers are variable and Publisher is not liable for changes at the time of actual insertion. Insertion projects include a five (5%) percent spoilage factor. Publisher considers insertions in good standing at ninety-five (95%) percent of the billed quantity reflected on Advertiser's insertion order.

7. **Advertising Agencies.** Any advertising agency who places advertisements and receives statements for its customer is acting as an agent for Advertiser. Agency agrees to be jointly and severally liable with Advertiser for any amount required to be paid to Publisher under this Agreement. Except as set forth above, advertising agency and Advertiser remain fully responsible for all obligations and liabilities under this Agreement. All disclaimers contained in advertising agency insertion orders or contracts as "agency for" are void and superseded by this Agreement.

8. **Ownership.** Each party owns all advertising copy which represents the creative effort of that party and/or utilization of creativity, illustration, labor, composition or material furnished by it including all copyrights. Neither party may use in any manner, nor allow third parties to use in any manner, advertising copy owned by the other party in any other advertising medium without the owning party's written consent.

9. **Taxes.** Advertiser is responsible for payment of all federal, state and local taxes imposed on the printing, publication or dissemination of advertising material or on the sale of advertising placed by Advertiser.

10. **Brokered Advertising.** Publisher does not accept local brokered advertising.

11. **Assignment.** Advertiser may not assign its advertising space or this Agreement to third parties.

12. **Advertising Content.** Publisher may reject or edit at any time any of Advertiser's advertising. All advertising positions are at the option of Publisher, unless a particular position is purchased by Advertiser. Failure to meet position requests will not constitute cause for adjustment, refund, rerun, termination or cancellation of the Agreement.

13. **Compliance with Fair Housing Act and Other Laws.** The federal Fair Housing Act prohibits advertisements that indicate any preference, limitation, or discrimination because of race, color, religion, sex, disability, familial status, or national origin. Advertiser agrees to comply with the Fair Housing Act, as well as all federal, state, and local laws.

14. **Excusable Delays.** Publisher will not be liable for any damages related to delay or inability to perform due to causes beyond its control. Publisher's performance of its obligations under this Agreement will be suspended during such a delay or inability to perform and will not constitute a breach of this Agreement. Advertiser may terminate this Agreement if Publisher's delay or inability to perform lasts more than thirty (30) days.

15. **No Waiver.** Publisher's failure to insist upon the performance by Advertiser of any term or condition of this Agreement or to exercise any of Publisher's rights under this Agreement will not result in any waiver of Publisher's rights or Advertiser's obligations in the future.

16. **Miscellaneous.** In the event of litigation relating to performance of this Agreement, the prevailing party shall be entitled to recover all expense, including reasonable attorney fees, court costs and costs of collection. This Agreement will be governed by the laws of the state in which Publisher is doing business, and all actions to enforce or interpret this Agreement must be brought in said state. All covenants and agreements of the parties made in this Agreement will survive termination or expiration of this Agreement. This Agreement, any Addendums, and Publisher's current rate cards constitute the entire agreement between the parties and supersede any prior agreements relating to the subject matter of this Agreement. This Agreement may only be amended in writing signed by both parties..

Addendum(s) to this Agreement have been attached and are labeled as follows:

ADDENDUM to #5: Indemnification: The city will indemnify Newspaper only to the extent authorized by Article VII, Section 1, of the Iowa Constitution and Chapter 670 of the code of Iowa

ADDENDUM to #9: Taxes: Both parties acknowledge that the City is exempt from paying taxes as a governmental agency.

**PUBLISHER AND ADVERTISER HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY ADDENDUM(S) REFERENCED ABOVE.**

Item 14.

**ADVERTISER**

**LEE ENTERPRISES, INCORPORATED**

**ADVERTISING AGENCY (if applicable)**

(Jointly & severally responsible see Sections 5 & 7)

By \_\_\_\_\_

By \_\_\_\_\_  
Ad Manager

By \_\_\_\_\_

Company Name

Print Name/Title

Print Name

Title

Billing Address

Publisher Signature

Company Name  
Address

Local Address

Salesperson \_\_\_\_\_

New \_\_\_\_\_ Renew \_\_\_\_\_



## ADVERTISING AGREEMENT ADDITIONAL DETAILS

<b><u>Product/Program</u></b>	<b><u>Rate</u></b>	<b><u>Details</u></b>
Jobcase MaxRecruit Postings	\$200	The listed rate is indicative of purchasing 30 MaxRecruit Gold postings in bulk. Billing for this product is upfront based on volume of postings purchased at once.
Jobcase MaxRecruit Postings	\$190	The listed rate is indicative of purchasing 50 MaxRecruit Gold postings in bulk. Billing for this product is upfront based on volume of postings purchased at once.

Unless stated otherwise on the rate card or special program flyer for specific advertising, all advertising dollars apply towards fulfillment of contract with the exception of commercial printing and subscriptions.

# 2023 EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2023



EMPLOYMENT OPEN INCH RATE

**\$85.00** Weekday  
**\$120.00** Sunday

## COLOR RATES

INCHES	FULL COLOR
1" - 3"	\$50
4" - 12"	\$100
13" - 30"	\$200
31" - 60"	\$280
Over 60"	\$370

per insert

## SPECIAL FEATURES: \$4.00 Each

Select one or more from the following options

- Bolding
- Reverse
- Underlining
- Italics

## BOX REPLIES:

A blind box number can be assigned by the Courier. A \$50 charge will be assessed. Replies are mailed out daily to the advertiser. A dealer cannot advertise their merchandise thru a blind ad.

## COLUMN MEASUREMENTS:

1 Column	1.556"
2 Column	3.222"
3 Column	4.889"
4 Column	6.556"
5 Column	8.222"
6 Column	9.889"

Dollar Volume	Daily	Sunday
\$1,800	\$55.25	\$63.60
\$3,000	\$54.40	\$62.54
\$4,300	\$53.55	\$61.48
\$6,500	\$52.70	\$60.42
\$8,600	\$51.00	\$58.30
\$12,800	\$48.45	\$55.12
\$17,000	\$46.75	\$53.00
\$20,000	\$40.00	\$49.00
\$50,000	\$38.25	\$47.70
\$80,000	\$34.85	\$43.46
\$120,000	\$32.30	\$40.28

Creative Service Charges may apply to Pickup with Change and New Build ads.

\*\* Note: All advertisers will be charged a fee of \$39 for Search Boost or \$89 for Digital Connect each month an ad runs in addition to the pricing above.

Item 14.

## CONTRACT ADVERTISER DEADLINES

Once Column Ads ..... Tuesday thru Friday - 2:00 pm Day Before  
..... Sunday and Monday - 2:00 pm Friday

\*Artworks must be in department by 12 Noon on the day prior to publication.

## MULTIPLE COLUMN

AD TO RUN	COPY DEADLINE
Monday .....	1:00 pm Friday
Tuesday.....	2:00 pm Monday
Wednesday.....	2:00 pm Tuesday
Thursday.....	2:00 pm Wednesday
Friday.....	2:00 pm Thursday
Sunday.....	2:00 pm Friday

CANCELLATIONS: Notification must be given by 3:00 pm preceding publications. A charge will be made if ad has already been set.

## REPEAT RATES AVAILABLE / MULTIPLE COLUMNS

\*All ads repeated within the calendar week day will be discounted on the following basis:

	2nd	3rd & 4th	5th & 6th
6 to 20 Inches .....	25%	30%	35%
21 to 60 Inches .....	35%	40%	45%
91 to 119 Inches .....	45%	50%	55%
Full Page.....	50%	60%	70%

Repeat ad discount for sign contract advertisers only.

## MULTIPLE COLUMN ADS:

- Multiple column ad minimum length 2 columns through 5 columns must be at least same number of inches long as columns wide (Minimum size 2x2).
- Strip ad size 6x2 minimum. These ads will run in classification at the bottom of the page.
- Free form ads must be in color. Minimum size is 50" and must stay in diagonal configuration.
- Full reverse ads must be in readable type.
- Not less than 6 point type used in multiple column copy.

## ONE COLUMN ADS:

- Agate type for Classified 1 column ads is 7 point. 7 point through 49 point permitted on 1 column ads.
- First word on all liner ads set in CAPS/BOLD.
- All 1 column ads are set directly into our computer system.
- Only 1 size of type is permitted on a line.
- Ads with white space within the body must have white space on top and bottom of ad.
- Standard border can be put on any size of ad
- One column Classified ads using a logo or illustration must be received in department by noon prior to day of publication.

## COMMISSIONS AND PAYMENT TERMS

Payment Policy: We accept:

1. Payment for advertising is due at the time of order or upon ad proof approval except where credit has been extended.
2. Credit application/approval: Any contract advertiser requesting credit will be asked to complete a credit application. This application will include bank information and references. Credit approval normally takes approximately one week.
3. Credit terms: Upon approval of credit application, normal credit terms are:
  - a. Payment is due upon receipt of bill.
  - b. Net 15 days from advertiser's billing date.
  - c. Unpaid balance over 30 days is subject to a 1.25% monthly charge. APR equals 15%.
4. Requests for adjustments to bills: Adjustments to bills must be made within 30 days of advertising run date.
5. The Publisher may require cash payment in advance any time the Advertiser fails to pay for the advertising when due or otherwise violates this agreement.
6. All contract-local rates are non-commissionable.
7. All billings due Publisher must be paid in U.S. dollars.

## ADVERTISING CONTRACT

1. A signed contract is required to earn other than open rate. All advertising under the terms of The Contract must be for The Advertiser's business exclusively and is for Classified Advertising only. The Contract is not assignable by The Advertiser.
2. All advertising purchase will be at the rates and conditions on the term indicated on the Publisher's current rate cards, as revised from time to time. The rate card, its revision and successors shall be part of signed Contract.
3. Dealers or merchants must carry their name in ads offering to buy, sell, rent or trade merchandise or property related to their business. They cannot advertise as a private individual.
4. Contracts shall be effective for the period stated from the date signed for one year. Short term contracts shall automatically renew on the anniversary date unless either party gives written notice of termination. If there is no activity on a bulk Contract within the first thirty (30) days after the anniversary date it shall be automatically terminated.
5. Contract Adjustment - The Courier reserves the right to rebill contract advertisers at the appropriate earned contract rate for failure to fulfill original contract requirements.
6. The Courier accepts no responsibility in notifying The Advertiser as to the amount of space used on The Contract.

## EMPLOYMENT SPECIALIST

**Jake Lien**  
319-291-1494  
jake.lien@wfcourier.com



# 2023 Rates

EMPLOYMENT ADVERTISING | EFFECTIVE 1.1.2023



**OFFICE OF THE CITY ADMINISTRATOR**

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

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**TO:** Honorable Mayor Laudick and City Council Members

**FROM:** Ronald S. Gaines, PE, City Administrator

**DATE:** January 30, 2024

**SUBJECT:** Lease Amendment 516 South Division Street - MercyOne

The attached is an Amendment to the Lease Agreement for land located at 516 South Division Street. The original lease was effective January 24, 1997, and continued until December 31, 2021. In December of 2023 MercyOne staff notified city staff the lease agreement expired at the end of 2023 and they would like to extend the agreement.

The attached agreement will extend the Term from January 1, 2022, through December 31, 2026, with up to two (2) remaining additional terms of five (5) years each. Upon execution of this Amendment, Tenant shall pay to Landlord the amount of Fifteen Thousand One Hundred Twenty Dollars (\$15,120) for payment of rent and interest due through December 31, 2023.

**AMENDMENT TO LEASE**

**THIS AMENDMENT TO LEASE (“Amendment”)** is made on the 8<sup>th</sup> day of January, 2024, by and among THE CITY OF CEDAR FALLS, an Iowa municipality, (“Landlord”) NORTHEAST IOWA REAL ESTATE INVESTMENTS, LTD. also known as N.E. IOWA REAL ESTATE INVESTMENTS, LTD., an Iowa non-stock corporation (“Tenant”), and MERCYONE NORTHEAST IOWA also known as WHEATON FRANCISCAN HEALTHCARE-IOWA, INC. and previously known as COVENANT HEALTH SYSTEM, INC. an Iowa nonstock, nonprofit corporation (“CHS”). The undersigned entities are sometimes referred to as the “Parties.”

**WHEREAS**, the parties entered into that certain ground Lease dated January 23, 1997 for the land located at 516 South Division Street, in the City of Cedar Falls, Black Hawk County, Iowa, on which is located a professional office building owned by Tenant (the “POB”); and

**WHEREAS**, the original term of the ground Lease was Effective January 24, 1997 and continued until December 31, 2021;

**WHEREAS** the Parties have mutually agreed to extend the Term from January 1, 2022 through December 31, 2026 with up to two (2) remaining additional terms of five (5) years each; and

**WHEREAS**, Northeast Iowa Real Estate Investments, LTD. is also known as N.E. Iowa Real Estate Investments, LTD.;

**WHEREAS**, Wheaton Franciscan Healthcare – Iowa, Inc. formerly known as CHS became affiliated with Mercy Health Network dba MercyOne several years ago;

**WHEREAS**, Wheaton Franciscan Healthcare – Iowa, Inc. filed a fictitious name resolution to also be known as MercyOne Northeast Iowa.

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

1. Extension of Lease Term. The Parties agree that the first option to extend the Term, as provided for in Section 2.2, was exercised by Tenant, but through inadvertence was not reflected in written notice. The parties agree that the Term has been extended through December 31, 2026. The parties acknowledge that Tenant has two remaining options to extend the Term pursuant to Section 2.2. The parties hereby waive any irregularities in the first option to extend the Term exercised by Tenant.

- 2. Ratification of Remaining Terms: Landlord, Tenant, and CHS hereby ratify and confirm all remaining terms and conditions of the Lease as originally approved and as amended through and including this Amendment, with the additional understanding that the terms "Covenant Health System, Inc." and "CHS" in the Lease shall be read so as to reference its successor, "MercyOne".
- 3. Payment for Rent Due. Upon execution of this Amendment, Tenant shall pay to Landlord the amount of Fifteen Thousand One Hundred Twenty Dollars (\$15,120) for payment of rent and interest due through December 31, 2023.

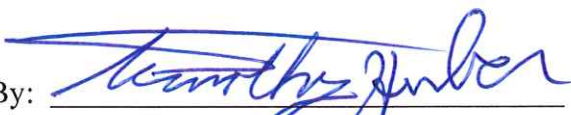
IN WITNESS WHEREOF, the Parties have executed this Amendment to the ground Lease as of the date last set forth below.

LANDLORD:  
CITY OF CEDAR FALLS, IOWA


By: \_\_\_\_\_

Attest: \_\_\_\_\_

TENANT:  
N.E. IOWA REAL ESTATE INVESTMENT, LTD.

By:   
Timothy Huber, Vice President Finance

MERCYONE:  
MercyOne Northeast Iowa also known as Wheaton Franciscan Healthcare – Iowa, Inc. and formerly known as Covenant Health System, Inc.

By:   
Timothy Huber, Vice President Finance



CITY OF CEDAR FALLS, IOWA  
PUBLIC SAFETY – FIRE RESCUE DIVISION  
4600 South Main Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8622  
Fax: 319-268-5196



MEMORANDUM

To: Honorable Mayor Laudick and Cedar Falls City Council

CC: Craig Berte, Public Safety Director

From: Chief John Zolondek

Date: 1/24/24

Re: Vector Solutions-Check It

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Vector Solutions-Check it is a simple, web-based tool for organization of assets. This can track critical items that have expiration dates. This may include medical supplies, PPE, Glucose monitors, truck checks, SCBA checks and inventory. This streamlines daily equipment repairs and tracks inventory levels. This will improve equipment functioning and keep it up to date and ready to use.

I respectfully request that Cedar Falls City Council approve this agreement with Vector Solutions.



Quote Item 16.  
Q-307896

**Valid Until**  
Wednesday, January 17, 2024

**Contact Name**  
Rosario Valenti

### TargetSolutions Learning, LLC Agreement Schedule A

**Date:** Monday, December 18, 2023

**Client Information**

<b>Client Name:</b> Cedar Falls Fire Department (IA)	
<b>Address:</b> 4600 South Main Street Cedar Falls, IA 50613	
<b>Primary Contact Name:</b> John Zolondek	<b>Primary Contact Phone:</b> 3192738612

**Agreement Term**

<b>Effective Date:</b> 03/01/2024	<b>Initial Term:</b> 36 months
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**Invoicing Contact Information** (Please fill in missing information)

<b>Billing Contact Name:</b> John Zolondek		
<b>Billing Address:</b> 4600 South Main Street Cedar Falls, Iowa 50613		<b>Billing Phone:</b> 3192738612
		<b>Billing Email:</b> john.zolondek@cedarfalls.com
<b>PO#:</b>	<b>Billing Frequency:</b> Annual	<b>Payment Terms:</b> Net 30

**Annual Fee(s)**

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSCHECKIT-BL	Vector Check It - Blended Per Person Assigned PPE/Equipment and Vehicles, Storage and/or DrugBox's	PPE and/or Equipment assigned to individuals	26	\$69.00	\$1,794.00

Annual Total: \$1,794.00

**One-Time Fee(s)**



Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

**Grand Total (including Annual and One-Time): \$1,794.00**

*Please note this is not an invoice. An invoice will be sent within fourteen (14) business days.*

Additional Terms and Conditions.

The following are in addition to the Client Agreement General Terms and Conditions.

1. Additional Named Users added after the Effective Date will be invoiced at the full per Named User fee. Such additional Named Users shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
2. You agree to pay for the number of Named Users using or licensed to access the Services in a given contract year. Subject to the Minimum Annual Commitment, Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
3. Subject to the above Minimum Annual Commitment, annual fees for your use of the Services will be based upon the number of Named Users in a given contract year.
4. Named Users deactivated in a given contract year will not count towards the total number of Named Users in the year following such deactivation, unless reactivated.
5. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5.0% per contract year. Changes in Named User counts will be reflected in the annual contract amount from that period forward for all Users.
6. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
7. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

**Address for Notices:**

4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

4600 South Main Street  
Cedar Falls, IA 50613

## VECTOR SOLUTIONS PUBLIC SECTOR SOFTWARE AS A SERVICE AGREEMENT

This Vector Solutions Software as a Service Agreement (the "Agreement"), effective as of the date noted in the attached Schedule A (the "Effective Date"), is by and between **TargetSolutions Learning, LLC, d/b/a Vector Solutions**, ("We/Us") a Delaware limited liability company, and the undersigned customer ("You/Your"), (each a "Party" or "Parties") and governs the purchase and ongoing use of the Services described in this Agreement.

### GENERAL TERMS AND CONDITIONS

1. **SERVICES.** We shall provide the following Software as a Service ("**Services**"):

1.1. Access and Use. We grant You a non-exclusive, non-transferable revocable authorization to remotely access and use the software as a service offering identified in Schedule A (the "**Services**") and, unless prohibited by law, We will provide access to any persons You designate for use as described in these terms and conditions. For clarification, We authorize access and use on a "one user per one authorization basis" and once granted, You are not allowed to transfer authorizations to other users. Your ability to use the Services may be affected by minimum system requirements or other factors, such as Your Internet connection.

1.2. Availability. We will use commercially reasonable efforts to provide access to and use of the Services twenty-four (24) hours a day, seven (7) days a week, subject to scheduled downtime for routine maintenance, emergency maintenance, system outages, and other outages beyond our control.

1.3. Help Desk. We will assist You as needed on issues relating to usage via e-mail, and a toll-free Help Desk five (5) days per week, at scheduled hours, currently 8:00am to 6:00 pm Eastern Time, Monday-Friday or <https://support.vectorsolutions.com/s/contactsupport>

1.4. Upgrades and Updates. We reserve the right, in our discretion, to make updates or upgrades to the Services that are necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of the Services; (ii) the competitive strength of or market for the Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. For no additional charge, You will receive access to any general upgrades and updates to the Services which We make generally available to our other customers. All updates and upgrades to the Services are subject to these terms and conditions.

1.5. Additional Services. From time to time, the Parties may decide in their discretion to add additional Services, subject to the Parties' execution of one or more change forms which shall be substantially in the form of the Schedule A and shall incorporate these terms and conditions by reference. Each individual Schedule A shall have its own service term.

### 2. YOUR RESPONSIBILITIES AND USE RESTRICTIONS.

2.1. Compliance. You shall be responsible for all Users' compliance with this Agreement and shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services. You shall comply with all applicable laws, standards, and regulations and will not use the Services in a manner not specified or permitted by Us.

2.2. Identify Named Users. A "**Named User**" is defined as Your employees, consultants, contractors, and agents You authorize to access and use the Services You are purchasing during each contract year ("Term") of the Agreement.

2.2.1. You will be responsible for the following: (a) cause each of Your Named Users to complete a unique profile if not created by Vector Solutions on their behalf; and (b) timely maintain a user database by adding a unique profile for each new Named User. Due to licensing and data retention requirements, Named Users may not be removed from our system unless required by law. You will be responsible for identifying Named Users from time to time during the Term of this Agreement through available system capabilities.

2.3. Future Functionality. You agree that Your purchases are not contingent on Our delivery of any future functionality or features. You are not relying on any comments regarding future functionality or features.

### 3. FEES AND PAYMENTS.

3.1. Fees and Payment. You will pay for the Services in accordance with the payment terms, frequency, and fee schedule in Schedule A attached to this Agreement. All fees collected by Us under this Agreement are fully earned when due and nonrefundable when paid, except if You terminate this Agreement for cause as described in Section 5.2.

3.2. Due Date. All fees due under this Agreement must be paid in United States Dollars or Canadian Dollars or as specified in Schedule A as applicable to Your location. We will invoice You in advance and all undisputed invoices are due and payable on the due date specified in Schedule A.

3.3. Suspension of Service. If You do not make an undisputed payment on time, We may suspend Your or Your Named Users' access to the Services without further notice until all overdue payments are paid in full. Our suspension of Your use of the Services or termination of the Agreement for Your violation of the terms of this Agreement will not change Your obligation to pay any and all payments due for the applicable Term.

3.3.1. We may also suspend, terminate, or otherwise deny Your access or any Named User's access to or use of all or any part of the Services, without incurring any liability to You, if: (a) We receive a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Us to do so; or (b) We believe, in good faith and reasonable discretion, that: (i) You or any Named User, have failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted, or for a purpose not authorized under this Agreement; or (ii) Your use of the Services causes a direct or indirect threat to our network function or integrity, or to Our other customers' ability to access and use the Services; or (iii) You or any Named User, are or have been involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Services; or (iv) this Agreement expires or is terminated. This Section 3.3 does not limit any of Our other rights or remedies under this Agreement.

3.4. **Taxes.** All fees under this Agreement exclude all sales, use, value-added taxes, and other taxes and government charges, whether Federal, State, or foreign, and You will be responsible for payment of all such taxes (other than taxes based on our income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any and all fees under this Agreement including the access to or performance of the Services hereunder. If We have a legal obligation to pay or collect taxes for which You are responsible under the Agreement, then We will invoice, and You will pay the appropriate amount unless You claim tax exempt status for amounts due under this Agreement and provide Us with a valid tax exemption certificate (authorized by the applicable governmental authority) promptly upon execution of this Agreement. If any taxes shall be required by law to be deducted or withheld from any fee payable hereunder by You to Us, You shall, after making the required deduction or withholding, increase such fee payable as may be necessary to ensure that We shall receive an amount equal to the fee We would have received had no such deduction or withholding been made.

#### 4. INTELLECTUAL PROPERTY RIGHTS.

4.1. We alone (and our licensors, where applicable) shall own all rights, title, and interest in and to our software, website and technology, the course content (if any), and the Services We provide, including all documentation associated with the Services. If You provide any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by You (collectively "**Feedback**"), We may use such Feedback to improve the Services without charge, royalties, or other obligation to You, and Our use of Your Feedback does not give You any property rights to the Services.

The Vector Solutions name and logo are trademarks of Vector Solutions, and no right or license is granted to You to use them. You shall own all rights, title, and interest in and to Your added software, Your content, and information collected from Your content pages ("**Your Data**"). You shall have no rights in or to any other data collected that is not affiliated with You. Your content, email addresses, and personal information of Your Named Users or Your EHS Active Employees You entered into the database, or any of Your customers or users is Your sole property. We will not, at any time, redistribute, share, or sell any of Your email addresses, email server domain names, customer names, or personal information. Course content that You purchase from third-party course providers and access through our LMS will require the sharing of certain user information with Us in order for Us to properly track and report usage.

4.2. You recognize that We regard the software We have developed to deliver the Services as our proprietary information and as confidential trade secrets of great value. You agree not to provide or to otherwise make available in any form the software or Services, or any portion thereof, to any person other than Your Named Users without our prior written consent. You further agree to treat the Services with at least the same degree of care with which You treat Your own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Services.

4.2.1 Except as otherwise agreed in writing or to the extent necessary for You to use the Services in accordance with this Agreement, You are not allowed to: (a) copy the course content in whole or in part; (b) display, reproduce, create derivative works from, transmit, sell, distribute, rent, lease, sublicense, transfer or in any way exploit the course content in whole or in part; (c) embed the course content into other products; (d) use any of our trademarks, service marks, domain names, logos, or other identifiers or any of our third party suppliers; (e) reverse engineer, decompile, disassemble, or access the source code of any of our Services or software; (f) use the software or Services for any purpose that is unlawful; (g) alter or tamper with the Services and/or associated documentation in any way; (h) attempt to defeat any security measures that We may take to protect the confidentiality and proprietary nature of the Services; (i) remove, obscure, conceal, or alter any marking or notice of proprietary rights that may appear on or in the Services and/or associated documentation; or (j) except as permitted by this Agreement, knowingly allow any individual or entity under Your control to access Services without authorization under this Agreement for such access.

4.3. We acknowledge that You alone shall own all rights, title, and interest in and to Your name, trademarks, or logos, and this Agreement does not give Us any rights of ownership to the same. You hereby authorize Us to use Your name, trademarks, or logos in promotional materials, press releases, advertising, or in other publications or websites, whether oral or written. If You do not consent to Our use of Your name or logo, You may withdraw Your consent at any time by notifying Us at [logousage@vectorsolutions.com](mailto:logousage@vectorsolutions.com).

#### 5. TERM, TERMINATION, AND NOTICE.

5.1 **Term.** The term of this Agreement will start on the Effective Date, and will remain in full force and effect for the initial term (the "**Initial Term**") indicated in Schedule A. Upon expiration or early termination of this Agreement by either Party as described below in Section 5.2 (Termination for Cause) or for any reason, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding, access to the

Services may remain active for thirty (30) days solely for purpose of our record keeping (the "**Expiration Period**"). If You continue to access or use the Services following the Expiration Period, then Your continued use will renew the Agreement under the same terms and conditions, subject to any annual price adjustments.

**5.2 Termination for Cause.** Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**"), if the Defaulting Party materially breaches this Agreement, and that breach is incapable of cure, or with respect to a material breach capable of cure, and the Defaulting Party does not cure the breach within thirty (30) days after receipt of written notice of the breach. If You terminate this Agreement due to Our material breach, then We will return an amount equal to the pro-rated fees already paid for the balance of the term as of the date of termination as Your only remedy.

**5.3. Notice.** All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in Schedule A. Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

## **6. MUTUAL WARRANTIES AND DISCLAIMER.**

**6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the acceptance of this Agreement has been duly authorized by all necessary corporate or organizational action; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable against each Party in accordance with its terms.

**6.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WE DO NOT WARRANT THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES AND ASSOCIATED DOCUMENTATION ARE PROVIDED "AS IS," AND WE PROVIDE NO OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES REGARDING THE SERVICES OR ASSOCIATED DOCUMENTATION.

**6.3. Disclaimer of Third-Party Content.** If You upload third-party content to our platform or Services, the third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws. We are not and shall not be held responsible or liable for any third-party content You provide or Your use of that third-party content. THERE IS NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIRD PARTY CONTENT ACCESSIBLE THROUGH THE SERVICES.

**6.4** None of our employees, marketing partners, resellers, or agents are authorized to make any warranty other than the Warranties stated in this Agreement. The provisions in any specification, brochure, or chart are descriptive only and are not warranties.

**7. LIMITATION OF LIABILITY. EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILFULL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR YOUR USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), YOU AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM US, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO US FOR THE PRECEDING TWELVE (12) MONTHS.**

**7.1.1.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE TO YOU, ANY AFFILIATE, ANY THIRD PARTY OR YOUR USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE CONTENT OF THE COURSES OR SERVICES. YOU, YOUR AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE CONTENT OF THE COURSES AND SERVICES AT YOUR OWN RISK.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO YOU, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **8. OBLIGATIONS OF BOTH PARTIES.**

8.1. Our Obligation to You. We shall indemnify and hold You harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, course, or intellectual property We provide or upload to our platform infringes or violates any intellectual property right of any person.

8.2. Your Obligation to Us. To the extent not prohibited by applicable law, You shall indemnify and hold Us harmless from any and all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, arising out of or resulting from any third-party claim that any document, courses, or intellectual property You provide or upload to our platform infringes or violates any intellectual property right of any person.

## 9. CONFIDENTIALITY.

9.1. Each Party may from time to time disclose to the other Party "Confidential Information" which shall mean and include the Services (including without limitation all courses accessed through the Services), all documentation associated with the Services, software code (include source and object code), marketing plans, technical information, product development plans, research, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, and processes.

9.2. Confidential Information does not include: (a) information generally available to or known to the public through no fault of the receiving Party; (b) information known to the recipient prior to the Effective Date of the Agreement; (c) information independently developed by the recipient outside the scope of this Agreement and without the use of or reliance on the disclosing Party's Confidential Information; or (d) information lawfully disclosed by a third party. The obligations set forth in this Section shall survive termination of this Agreement.

9.3. Each Party agrees that it shall not disclose the Confidential Information of the other to any third party without the express written consent of the other Party, that it shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors or consultants, that it shall not make use of any such Confidential Information other than for performance of this Agreement, and that it shall use at least the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own Confidential Information.

9.4. The confidentiality obligations imposed by this Agreement shall not apply to information required to be disclosed by compulsory judicial or administrative process or by law or regulation, provided that the receiving Party shall (if permitted) notify the disclosing Party of the required disclosure, shall use reasonable measures to protect the confidentiality of the Confidential Information disclosed, and shall only disclose as much Confidential Information as is required to be disclosed by the judicial or administrative process, law, or regulation.

## 10. MISCELLANEOUS.

10.1. Assignment. Neither Party may freely assign or transfer any or all of its rights without the other Party's consent, except to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided however You shall not assign this Agreement to our direct competitors.

10.2. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the state of Florida, except where Customer is a public entity or institution in which case the applicable state, provincial, or tribal law where You are located shall govern, in either case without regard to the state's or local laws conflicts of laws provisions. If You are purchasing goods under this Agreement, the Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.3. Export Regulations. All Content and Services and technical data delivered under this Agreement are subject to applicable US and Canadian laws and may be subject to export and import regulations in other countries. Both Parties agree to comply strictly with all such laws and regulations and You acknowledge that You are responsible for obtaining such licenses to export, re-export, or import as may be required after delivery.

10.4. Force Majeure. In no event will either Party be liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments) when and to the extent such failure or delay in performing is due to, or arising out of, any circumstances beyond such Party's control (a "Force Majeure Event"), including, without limitation, acts of God, strikes, lockouts, war, riots, lightning, fire, storm, flood, explosion, interruption or delay in power supply, computer virus, governmental laws, regulations, or shutdown, national or regional shortage of adequate power or telecommunications, or other restraints.

10.5. No Waiver. No waiver, amendment or modification of this Agreement shall be effective unless in writing and signed by the Parties.

10.6. Severability. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect, but the remainder of this Agreement shall continue in full force and effect.

10.7. Survival. All provisions of this Agreement (including without limitation those pertaining to confidential information, intellectual property ownership, and limitations of liability) that would reasonably be expected to survive expiration or early termination of this Agreement will do so.

10.8. No Third-Party Beneficiaries. The Parties do not intend to confer any right or remedy on any third party under this Agreement.

10.9. Purchase Orders. You may issue a purchase order if required by Your company or entity and failure to do so does not cancel any obligation You have to Us. If You do issue a purchase order, it will be for Your convenience only. You agree that the terms and conditions of this Agreement shall control. Any terms or conditions included in a purchase order or similar document You issue that conflict with the terms and conditions of this Agreement will not apply to or govern the transaction resulting from Your purchase order.

10.10. Data Processing Agreement. If applicable, the parties shall negotiate in good faith and enter into any further data processing or transfer agreement, including any standard contractual clauses for transfers of data outside of the country where the personal data originates, as may be required to comply with applicable laws, rules and regulations regarding the collection, storage, transfer, use, retention and other processing of personal data.

10.11. Entire Agreement. This Agreement and Schedule A represent the entire understanding and agreement between the Parties, and supersedes all other negotiations, proposals, understandings, and representations (written or oral) made by and between You and Us. You acknowledge and agree that the terms of this Agreement are incorporated in, and are a part of, each purchase order, change order, or Schedule related to our provision of Services. This Agreement prevails over any additional or conflicting terms or conditions in any Customer purchase orders, online procurement terms, or other non-negotiated forms relating to the Services or this Agreement hereto even if dated later than the effective date of this Agreement.

### SPECIAL TERMS AND CONDITIONS

#### CALIFORNIA CONSUMER PRIVACY ACT

If We will be processing personal information subject to the California Consumer Privacy Act, sections 1798.100 to 1798.199, Cal. Civ. Code (2018) as may be amended as well as all regulations promulgated thereunder from time to time ("**CCPA**"), on Your behalf in the course of the performance of the Services, then the terms "California consumer," "business purpose," "service provider," "sell" and "personal information" shall carry the meanings set forth in the CCPA.

CCPA Disclosures: To the extent the CCPA applies to our processing of any personal information pursuant to Your instructions in relation to this Agreement, the following also apply: (a) The Parties have read and understand the provisions and requirements of the CCPA and shall comply with them; (b) It is the intent of the Parties that the sharing or transferring of personal information of California consumers from You to Us, during the course of our performance of this Agreement, does not constitute selling of personal information as that term is defined in the CCPA, because You are not sharing or transferring such data to Us for valuable consideration; (c) We will only use personal information for the specific purpose(s) of performing the Services, including any Schedules within the direct business relationship with You.

### SERVICE SPECIFIC TERMS AND CONDITIONS

#### A. Vector EHS Management Services

A. This Section A contains service specific terms and conditions that will apply only if You are purchasing **Vector EHS Management Services** ("**EHS Services**") in Schedule A. Otherwise, the following terms will not apply to You.

1. An "**EHS Active Employee**" is defined as Your employees, consultants, contractors, and agents who are contained in the Vector EHS employee and contractor table with an active status. An employee may or may not be a Named User. For EHS Services, You are allowed a Named User for each EHS Active Employee.
2. You will be able to activate or disable employees without incurring additional EHS Active Employee fees as long as the total number of EHS Active Employees does not exceed the number of employees included in Scheduled A.
3. EHS Active Employees added after the Effective Date in Schedule A shall be billed at the full per employee fee. Such additional EHS Active Employees shall become part of the Minimum Annual Commitment for subsequent years, on the anniversary date of each contract year or upon renewals under the Agreement.
4. You agree to pay for the number of EHS Active Employees in the EHS Services in a given contract year.
5. Subject to the Minimum Annual Commitment, if any, set forth in Schedule A, annual fees for Your use of the Services will be based upon the actual number of EHS Active Employees in a given contract year. Employees inactivated in a given contract year will not count towards the total number of employees in the year following such inactivation, unless reactivated.
6. You acknowledge that certain transmissions You receive as part of the EHS Services may contain sensitive personal information that You have provided. You understand that We do not control or own the data contained in such transmissions. As such, You will be responsible for ensuring that the information is secured and preventing the transmission and/or disclosure of such information to unauthorized recipient(s). In the event such information is disclosed to an unauthorized recipient(s), You shall be responsible for notifying Your EHS Active Employee(s) whose information may have been disclosed

to the extent required by law. Both Parties further agree to handle such data in compliance with any applicable Federal, State, or local laws or regulations. You shall also be responsible for any threatening, defamatory, obscene, offensive, or illegal content or conduct of any of Your EHS Active Employees when using the Services. To the extent not prohibited by applicable law, You shall indemnify, defend, and hold Us harmless against any claims that may arise as a result of these matters. With respect to Your use of the EHS Services, You acknowledge that We are not a covered entity or business associate under HIPAA.

#### **B. Vector WorkSafe Services and Vector LiveSafe Services**

This Section B. contains service specific terms and conditions that will apply if You are licensing or using Vector WorkSafe Services, LiveSafe Essentials or Vector LiveSafe Services (collectively "LiveSafe Services") in Schedule A. Otherwise, the following terms will not apply to You.

1. **Authorized Users.** **Authorized Users** (interchangeably may be referred to as "Named Users" means the employees, contractors and/or consultants under Your control who You authorized to operate the LiveSafe Services .
2. **Your Responsibilities.** You shall: (i) not permit any person or entity, other than designated Authorized Users, to access the LiveSafe Services; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the LiveSafe Services, (iii) provide prompt written notice of any unauthorized access or use; and (iv) instruct Authorized Users to comply with all applicable terms of this Agreement.
3. **Your Data.** You agree that We may only use data collected, extracted or received through Your use of the Services ("Your Data") in an anonymized and aggregated manner (without specifically identifying You, Your users or Your location(s)) for the sole purpose of reporting LiveSafe Services metrics, training and education about the LiveSafe Services, and improving the LiveSafe Services (except as may be required by law, court order, or as needed to provide the Services to You). Your Data shall not include any information collected, extracted, or received in response to the WorkSafe Integrated Health Survey. Within thirty (30) business days following Your written request, and not more than four (4) times per year or upon termination of this Agreement, We will provide to You a backup copy of Your Data in Our possession.

#### **C. Vector Evaluations+ Services.**

This Section C. contains service specific terms and conditions that will apply only if You are purchasing **Vector Evaluations+ Software as a Service** in Schedule A. Otherwise, the following terms will not apply to You.

1. **Access and Use.** We will provide You a nonexclusive, non-transferable, revocable authorization to remotely access and use the Vector Evaluations+ Software as a Service: (i) on Our application server over the Internet, (ii) transmit data related to Your use of the Service over the Internet, and (iii) download and use the Evals + mobile device application software (referred to collectively as "Evals+ Services"). We will provide accounts for Your users on the application server for storage of data and use of the Service. The number of Named Users, start of service, and duration, are as stated in Schedule A.
2. If Your active user accounts exceed the number of Named Users during the term of this Agreement, You agree to pay for the additional Users, based on the per User fees in Schedule A. Adjusted fees will apply beginning on the month the number of Named Users are exceeded and will be prorated for the remainder of the current 12-month period. You agree to pay for the number of Users using or authorized to access the Services in a given contract year.
3. **Your Content.** You will be the owner of all content created and posted by You. You will also be the owner of all content created and posted by Us on Your behalf, including but not limited to evaluation forms added to the system as part of support services We provide.
4. **Third-Party Content.** You are responsible for proper licensing of, and assuming liability for, copyrighted material which You post on Our system, or is posted on the system by Us on Your behalf. This includes but is not limited to copyright protected evaluation forms and other materials from third parties. If You upload third-party content to Our platform, such third-party content providers are responsible for ensuring their content is accurate and compliant with national and international laws.
5. **Effect of Termination.** You will have thirty (30) days after the effective date of termination or expiration of this Agreement to export Your data using the software tools provided, or to request Your data from Us. Form data will be available as exported comma separated variable (CSV) files and as PDF files. Uploaded data files will be available in their original format. After the thirty (30) day period, We have no obligation to maintain or provide data and may thereafter delete or destroy all copies of the Your data, unless legally prohibited.

#### **D. Vector CheckIT™.**

Customer Obligations. When purchasing Vector CheckIT™, You will identify stations, vehicles, drug safes, and other service specific details, as may be applicable.

#### **E. Vector LMS and Services which include access to the Shared Resource Feature.**

If You choose to participate by uploading Your information to the shared resource sections of our website, You hereby authorizes Us to share any intellectual property you own ("User Generated Content") that Your Users upload to the shared resources section of our website with our third-party customers and users that are unrelated to you ("Our Other Customers"); provided that We must provide notice to Your users during the upload process that such User Generated Content will be shared with Our Other Customers.

**F. Casino Services.**

When purchasing Casino Services, in addition to the Responsibilities and Restrictions in Section 2 of the General Terms and Conditions above, the following shall apply to You:

You must request Our written approval for third party access to the Services or content. Your request for third-party access shall include the third party's names, company, and contact information. Upon Our request, You shall execute a written agreement with the third party, securing for Us the rights provided in this Section, Section 4 (Intellectual Property Rights), and Special Section 1 (Confidentiality) prior to providing access to Our Software, Services or Content under this Agreement.

Use Restrictions. You shall not: (a) transmit or share the course content, with any persons other than authorized users (b) provide or otherwise make available the course content in whole or in part, in any form to any person without Our prior written consent; (c) transmit or share identification or password codes to persons other than authorized users (d) permit the identification or password codes to be cached in proxy servers, (e) permit access by individuals who are not authorized under this Agreement, or (f) permit access to the software through a single identification or password code being made available to multiple users on a network.

The Parties have executed this Agreement by their authorized representatives as of the last date set forth below.

TargetSolutions, LLC d/b/a Vector Solutions  
4890 W. Kennedy Blvd., Suite 300  
Tampa, FL 33609

Cedar Falls Fire Department (IA)  
4600 South Main Street  
Cedar Falls, IA 50613

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: Kegan Konrady

Printed Name: John Zolondek

Title: Director of Sales

Title: Fire Chief

Date: 1/30/2024

Date: 1/30/2024





**MAYOR DANIEL LAUDICK**

**CITY OF CEDAR FALLS, IOWA**

220 CLAY STREET | CEDAR FALLS, IOWA 50613

PHONE: 319-273-8600

[www.cedarfalls.com](http://www.cedarfalls.com)

A handwritten signature in black ink, appearing to read 'Daniel Laudick', is positioned above the 'FROM' line.

**FROM:** Mayor Daniel Laudick

**TO:** Cedar Falls City Council

**DATE:** January 30, 2024

**SUBJECT: College Hill Vision Plan – Adoption and Staff Referral**

1. I am including the adoption of College Hill Vision Plan on the resolution calendar per the request of Councilmember Hawbaker, whom I believe has the support of at least three other members to have it on the agenda.
2. Along with the adoption resolution, Councilmember Hawbaker has also submitted a written referral for staff to bring back to Council a plan to move forward with the College Hill Vision Plan recommendations, with a specific focus on areas 1, 2, and 3 of the plan (see the referrals section of the Council Meeting agenda). This would be a presentation to Council at a following Committee meeting to outline the proposed next steps that staff would take on the plan.
3. If you have any questions or clarifications regarding either of these items, please don't hesitate to contact myself or Councilmember Hawbaker as well.

Xc: City Administrator  
City Clerk

###

# **IMAGINE COLLEGE HILL!**

*Vision Plan*



**Adopted May 3, 2021**



**OUR CEDAR FALLS**

*College Hill*

**Imagine the possibilities!**

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## Acknowledgments

### City of Cedar Falls

Mayor Rob Green

#### City Council Members:

Mark Miller – 1st Ward

Susan deBuhr – 2nd Ward

Daryl Kruse – 3rd Ward

Simon Harding – 4th Ward

Frank Darrah – 5th Ward

Kelly Dunn – At Large

Dave Sires – At Large

#### Staff Advisory Committee:

Ron Gaines – City Administrator

Stephanie Houk Sheetz – Director of  
Community Development

Karen Howard – Planning & Community  
Services Manager

Michelle Pezley – Planner III

#### Special Thanks to:

The College Hill Partnership

The University of Northern Iowa

#### Consultant Design Team

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Zanetta Illustration

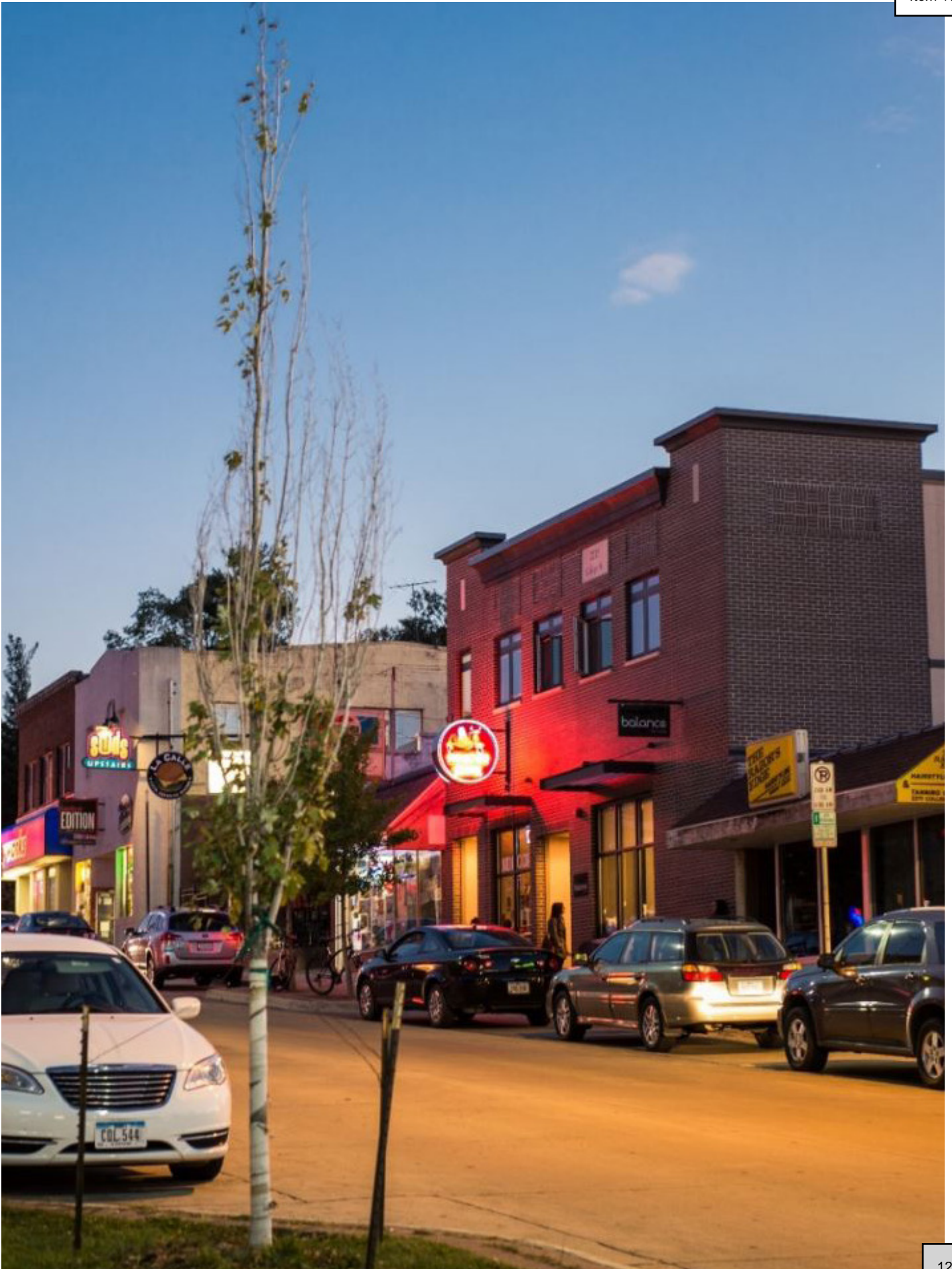
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# EXECUTIVE SUMMARY

## INTRODUCTION

College Hill is one of the older, more diverse, and densely populated areas within Cedar Falls. It is dominated by the University of Northern Iowa (UNI), related student-oriented businesses, and housing. The neighborhoods surrounding UNI were primarily developed from the late-nineteenth century through the mid-twentieth century, with ongoing infill and redevelopment up until the present day. Over the past few decades, there have been ongoing community discussions about the importance of stabilizing and revitalizing the area, resulting in the 1993 College Hill Neighborhood Plan, the creation of the College Hill Partnership, and the College Hill Overlay District.

Despite these efforts, there remains a feeling that College Hill could be better. It is one of the primary gateways to UNI with the potential to be a vibrant entertainment district and neighborhood main street for the surrounding areas. However, student housing has continued to creep outward from the campus and heart of College Hill into the neighborhoods. Residents are concerned that, with more and more houses becoming student rentals, the neighborhood will be destabilized and prompt disinvestment in the area. There is something of a “chicken and egg” situation for College Hill—it requires more residents, including more students, to support a wider variety of local businesses and it requires more and different types of businesses to attract the local neighbors who have options elsewhere in Cedar Falls for spending their discretionary dollars.

Proximity to the University creates a variety of “town and gown” issues and opportunities. While students are the life-blood of the area, they can also cause concerns for the surrounding neighborhoods: parking, rental housing, student-oriented businesses. How do you balance the needs and desires of permanent Cedar Falls residents with those of students, who will only reside on the Hill for a few years? How best to promote a walkable area, while accommodating car storage? Students want to be near campus, but they also want easy access to a car when needed. New(er) development demands higher rents—existing houses that have been converted to apartments keep rents low. Some people who might want to live in a College Hill neighborhood are put off by the “student party house” vibe. Where should student housing end and traditional neighborhoods begin? Are the City’s rental permit program and code enforcement the (only) answers? The community wants redevelopment and revitalization, but the demand for new commercial space (office or retail) is limited—current parking requirements, in particular, make the development of new residential units on small lots difficult, and push rental rates for new units to the highest price points. In addition to the above, some recent redevelopment proposals have gotten bogged down with debates concerning the City’s implementation of on-site parking requirements.

While within the College Hill Partnership, business owners, property owners, and the University have been talking to one another, a unified vision or road map would better insure stakeholders are not working at cross purposes as revitalization gets underway. Those meetings, discussions, and efforts culminated in the public planning charrette that produced this document: the *Imagine College Hill! Vision Plan*. (Hereafter, the *Imagine College Hill Plan/Project*.) The plan will provide a general framework for public policy decisions and investment, in tandem with clear aspirations for the scale and character of private development in the heart of College Hill and the surrounding neighborhoods, to be followed by new objective development standards. Any new zoning code standards or processes should create a level playing field for all involved, to produce the desired scale and character of development to implement this plan.

Throughout the College Hill visioning process, the community—elected officials, business and property owners, and residents—consistently indicated a desire for a more diverse, economically viable, walkable, mixed-use district, surrounded by stable neighborhoods comprised of owners and renters. While College Hill has some similarities with Downtown, it is also fundamentally different. Urban design concepts such as placemaking and walkability warrant similar approaches in both locations. However, the student demographics and more limited and targeted market create different issues (and different opportunities) with different potential solutions. The City and University will play critical roles; however, the ability of current business and property owners to participate in the redevelopment process through

small-scale, incremental infill will be the key to the revitalization of College Hill. In addition, the opportunity to encourage, and support a true multi-modal district on College Hill should not be missed.

The *Imagine College Hill Plan* includes: an overview of the planning process; a summary of input gathered from the community during kick-off events; consultant team analysis; the “Big Ideas” (the main concepts) from the virtual Community Visioning Workshop; prototypical redevelopment scenarios; and recommendations for implementing the community vision.

This plan is graphic intensive, with before and after photo-imaging and drawings of example development projects, aiming to help community members visualize change before it occurs. It envisions incremental growth within the current College Hill context, recognizing that UNI enrollment in combination with market conditions will greatly influence the rate with which redevelopment occurs.

Although this plan document is organized around the visioning process, individual issues, prospective “what if” design scenarios, and approaches to implementation, all are interrelated and should be viewed holistically. Urban design and revitalization issues are multifaceted. Achieving the vision will take place over a number of years, and require multiple tools and approaches, frequently used in conjunction with one another. The implementation tools used—policy, regulatory, and financial—should be coordinated to reinforce the overarching vision.

## VISIONING PROCESS AND PLAN RECOMMENDATIONS

In the early winter of 2020, the consultant team conducted stakeholder interviews, a kick-off community event, and began site analysis of the study area. However, due to COVID-19, the plans for a Spring 2020 Community Hands-On Visioning Workshop were put on hold. After adapting to life in a pandemic, the public outreach and engagement were rethought and moved to a virtual process in the Fall of 2020. The following plan is the result of that visioning process.

In addition to the site analysis and current zoning, the team reviewed the recent College Hill parking study, and studied the current demographics and market information for the College Hill study area, with a focus on student housing and retail and commercial opportunities. All of this information was used to test development scenarios that were informed by ideas from the community in the virtual public design workshop, against the development and market realities within the College Hill context, and to establish a framework for future growth and development.

The *Imagine College Hill Plan* anticipates the public and private sector (and University) working together—with the public sector “setting the table” for growth through investment in the public realm and establishing rules to provide certainty for the private sector to invest, (re)develop, and intensify the business district, fulfilling the community vision for the Heart of the Hill. Simultaneously, the Plan includes specific ideas for stabilizing the surrounding neighborhoods, with emphasis on maintaining and improving the existing context with limited direct intervention.

The Plan addresses several topics and includes recommendations for creating a vibrant, mixed-use, walkable district with improved connectivity to the neighborhoods and Downtown. These can broadly be identified as either matters of physical design and placemaking; or technical policy and management issues, to help implement or reinforce the community vision. Some topics fall into both categories and many are interrelated. These design concepts and policy recommendations include the following.

**Build on the work of the College Hill Partnership.** Explore opportunities to create synergy between businesses, neighborhoods, the University, and the City. The College Hill Partnership and Community Main Street should continue to look for opportunities to coordinate.

**Define the public realm with active building facades, improved sidewalks, and additional street trees.** Development regulations should foster buildings that define and enhance the public realm—typically the public streets and sidewalks (from building face to building face) as well as the parks and plaza (and the future greenway along Dry Run Creek). The uses inside the buildings can and will change over time; but buildings that are designed for an urban context and made of durable materials, will continually be reused, just as some buildings near College and 23rd Streets

have been for close to 100 years. This will be especially important for “reconnecting the Upper and Lower Hill” was one of the most consistent ideas heard during the College Hill virtual charrette.

**Ensure that future street and sidewalk rebuilding enhances walkability.** The existing street and block network is mostly a great framework for people to move in and around College Hill efficiently. The mega-block between 22nd, 20th, College, and Merner Streets is a central exception. The eventual extension and completion of the grid should be logically approached and incorporate environmental solutions for Dry Run Creek. The targeted public investment in the pedestrian realm will make walking a more viable transportation option and encourage more reinvestment by current property owners as well as new infill development. This effort should include the planting of street trees throughout the district. The importance of street trees cannot be overestimated. Not only do they provide shade and assist with stormwater runoff, they help to define the pedestrian realm, increase pedestrian comfort, and calm traffic. In addition, in a generally built-out condition such as College Hill, with limited opportunity to create new public green space, streets should be celebrated as the preeminent public space that they are.

**Support a multi-modal environment.** Right-size the streets to enhance the walking and biking environment. Improve the pedestrian comfort and safety by widening sidewalks, providing viable street tree plantings, and enhancing street crossings with targeted ‘bump outs’ at key intersections, and reduce crossing distances with appropriate neighborhood lane widths and posted speeds.

**Understand the market—particularly as it relates to student housing, new construction, and parking—to leverage opportunities for growth on College Hill and to stabilize the surrounding neighborhoods.** College Hill demographics have remained fairly consistent for several decades; both the youth and high number of non-family households are unique in the city. The future of the study area is inherently intertwined with the student enrollment at UNI. Increasing the number of students living in closer proximity to the campus can free up opportunities for more diverse (renter and owner) households in the nearby neighborhoods. This, in turn, can create opportunities for new and more varied businesses on the Hill, while also relieving pressure on the surrounding neighborhoods to convert more houses to rental properties targeted to students. (Owner occupants and long-term renters provide more stability in a neighborhood than students who typically move every year.) College Hill can support a walkable “car free” environment for individuals who choose that lifestyle—or for households that only have one car (rather than two or more.) Current parking requirements limit the amount of student housing that can be accommodated near campus, both driving up the cost of new construction and increasing the cost of the existing supply of nearby rental housing.

**Create gateways to College Hill to provide a sense of arrival.** Consider key locations, such as the intersections of Main Street and Seerley Boulevard, 18th and College Streets, and along the University Avenue corridor. Gateways are much stronger when the streetscape and built environment work together to narrow the perceived roadway width and slow traffic, signaling that people are entering a special place—one designed for people rather than cars. Much more than simple directional signage (The University of Northern Iowa with an arrow and distance) true gateways convey a character and create a welcoming environment for pedestrians and cyclists alike.

**Explore opportunities for new/improved public spaces.** The pandemic has highlighted the importance of flexible outdoor gathering places—now and for the future—whether “green” or hardscape, or for active or passive uses. Such spaces are important for the community and can support a range of retail and dining options as well as special events and activities, at different times of the day, the week, and the year.

**Adjust the rules for development (and parking).** The context analysis included a review of the current zoning and development review process. The general sense during the virtual public process was that any new development in the neighborhoods should respect the scale and character of the existing context, promote more owner-occupancy and non-student rental opportunities. The city should continue with code enforcement (particularly for rental properties.) However, the desire for more intense student housing near campus will require some changes for current development standards. The current development and parking standards create a mismatch between cost of construction and return on investment. The parking cannot be provided at the ratio currently required to achieve aspirational densities without building structured parking (either above or below grade), which then makes new construction cost prohibitive—leaving



rundown rental properties in place. This plan illustrates ways to achieve context-sensitive infill in the neighborhood while permitting redevelopment in the Heart of College Hill that can accommodate both more intensity and the variety of uses currently allowed.

**Recognize that College Hill (and nearby neighborhoods) play a unique role—both urbanistically and socio-economically—within Cedar Falls and warrant a targeted approach.** The rules and procedures for development should reinforce placemaking concepts at the street and block level, rather than on an isolated parcel-by-parcel basis, so that in the future, College Hill becomes an asset for the City and University alike. These areas are not just comprised of individual buildings on individual lots, but rather buildings that relate to one another, and to the streets, sidewalks and create public spaces throughout the district. In addition, the area currently includes a variety of housing forms that can be expanded to include “missing middle” types under new development standards. The nearby neighborhoods, in particular, could and should continue to accommodate diverse households within a walkable distance of a mixed-use neighborhood center. Build on the inherent town and gown synergy to create a thriving college town and neighborhood “main street.”

**Create a better process for development review and approval.** Establish more consistent, objective design and development standards and use refined zoning requirements as one tool in a new approach to redevelopment and parking management within the College Hill study area.

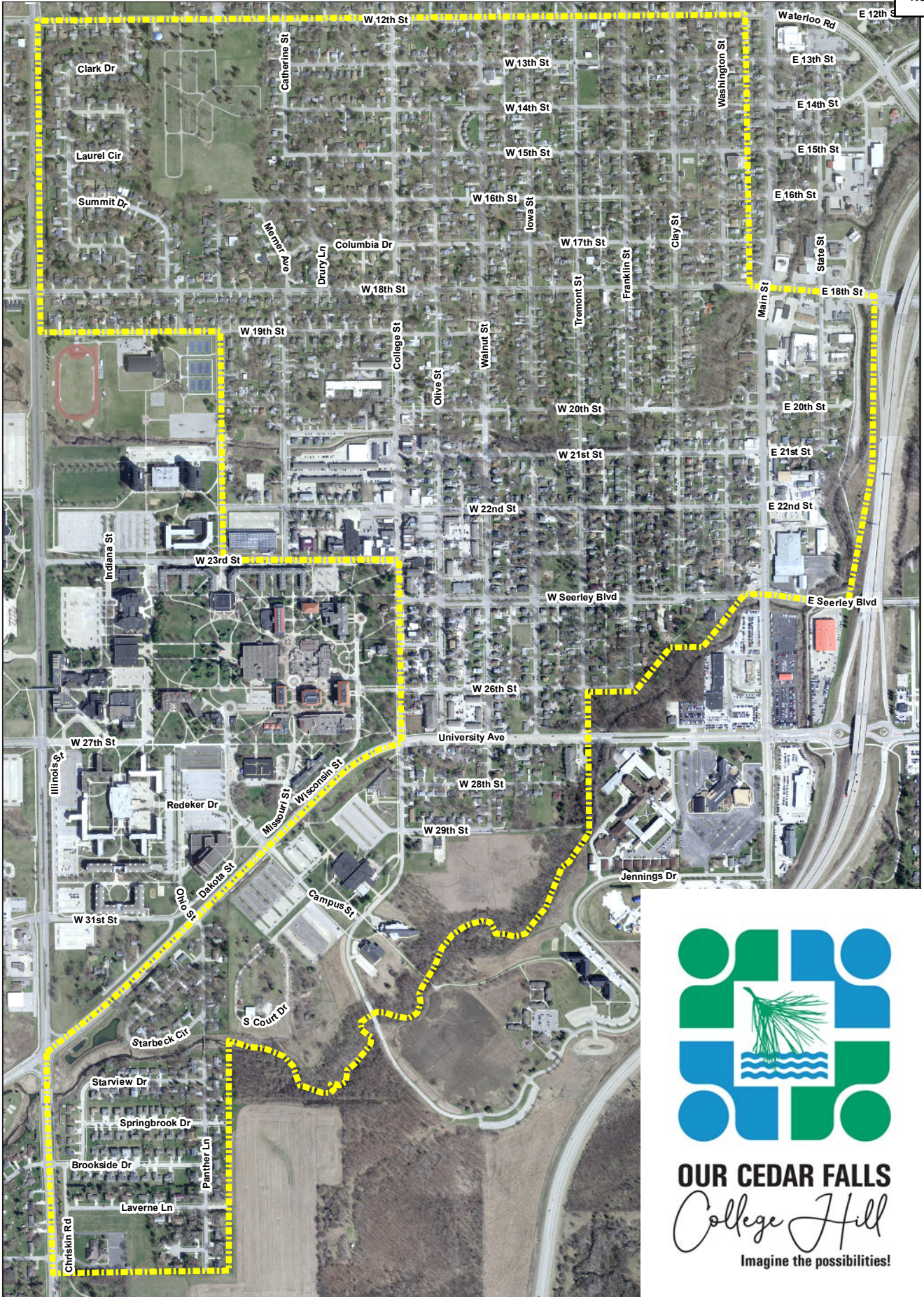
**Establish a true bicycle network.** The community would like to make bicycling easier. As the City invests in street rebuilding and pedestrian infrastructure, it should consider improved wayfinding and bicycle infrastructure to move beyond the current “patchwork” and enable cycling to be a true transportation option for a range of skill levels. The City has a grid street pattern in this area that is bike-friendly—short blocks with low traffic volumes. This plan envisions enhancing that pattern by designating a network of bikeways—complementing and in support of the 2020-21 update to the Cedar Falls Bicycle Plan (which was originally published in 2009)—to truly connect disparate areas of the City, especially College Hill, Downtown, the river trails, and the neighborhoods.

**Coordinate parking supply management.** The College Hill parking study provides a wealth of information and approaches to managing public parking. This plan builds upon several of those through a lens of placemaking and walkability, and recommends updating the current requirements in order to achieve the desired outcomes. Because the City and University are not using similar systems or pricing, the City has been providing free or inexpensive parking to University students and staff who don’t want to pay for University permits. Parking supply should support a “park once” environment and the goals of the *Imagine College Hill Plan*—not be an end in-and-of itself.

## CONCLUSION

The City initiated the visioning process to provide a framework for the future growth of College Hill. The goal of the *Imagine College Hill Plan* is to define that framework—building on community aspirations, and incorporating urban design and placemaking principles—within the existing College Hill context. This community vision will also lay the foundation for tailoring the City’s new form-based regulations specifically to implement the College Hill vision plan. The plan provides illustrations of one or more ways in which development could occur, over time, on specific study area sites. Each example addresses one or more of the plan goals and recommendations to achieve the community vision for a compact, walkable, mixed-use district. These concepts (and more) are further defined, explored and illustrated through “before and after” computer visualizations, photo examples, and drawings in the *Imagine College Hill Plan* that follows.

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**OUR CEDAR FALLS**  
*College Hill*  
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# PROJECT INTRODUCTION

*The Imagine College Hill Project is an interdisciplinary, multi-month public process to engage the community in the development of a vision for the future of College Hill, and update the city's development regulations to implement that vision.*

## BACKGROUND

College Hill is one of the older and most densely populated areas of Cedar Falls. Adjacent to the University of Northern Iowa, it has long been a neighborhood with a clear identity, with older homes along tree-lined streets, neighborhood parks, and a neighborhood center with local businesses that are oriented toward the neighborhood and university community. However, over the past several decades, the area has seen a reduction of owner-occupied houses and a related increase in student rentals, with businesses becoming increasingly focused on bars, tattoo parlors, vape shops, and quick dining—with less community serving retail. The future of College Hill is closely intertwined with the future of UNI. There is some opportunity for gradual growth and reinvestment, based on market forces—but it will be very slow without a clear plan for strategic public investment, coordination with the university, and a straightforward approach to development review and approval to encourage private (re)investment.

The current development standards and processes were originally established approximately 50 years ago, with periodic amendments to address specific situations—such as the College Hill Overlay District, created to protect and enhance the character of the College Hill business district and stabilize the immediately adjacent neighborhoods. The overlay was one of several recommendations from the 1993 *College Hill Neighborhood Plan*. The overlay and other aspects of the plan have seen some success, but after almost three decades, it is time to review the plan and revisit the implementation, with an eye towards developing new strategies through the lens of the current economic, environmental and social context. In particular, the community desired a more holistic, fine grained approach to direct and incentivize redevelopment for a walkable, mixed-use district such as College Hill and further stabilize the nearby neighborhoods. The City initiated the *Imagine College Hill Project*—a public visioning process and a zoning code update to implement the new vision plan—to build on the City's recent *Imagine Downtown!* effort.

The College Hill Study Area generally includes all of the non-University property south of 12th Street and north of University Avenue; west of Main Street and east of Hudson Road; along with some residential areas south of University Avenue between Hudson Road and Main Street; and a small area east of Main Street between 18th Street and Seerley Boulevard. The current zoning includes areas of C-1, C-2, and C-3 (which permit retail, office, professional services, lodging, and several other commercial uses); R-3 and R-4, (which permit “medium density” residential uses along with some office, professional service, and lodging); and R-1 and R-2 (which permits single-family homes and duplexes). (See the aerial on p. 6.) The *Imagine College Hill Plan* is the result of the public process for envisioning the future of this area.

## THE PROCESS

Prior to a public kick-off event in January 2020, the City Council established project priorities (*highlighted on the next page*) to provide a guiding framework for the public outreach, virtual design charrette, and plan that follow.

The visioning process began in the winter of 2020. The City reached out to community members, announcing the Imagine College Hill project and encouraging public involvement, with direct mail to all business owners, property owners, and residential addresses within the study area. In addition, working with the College Hill Partnership, posters and fliers were distributed to all College Hill businesses for display in shopfront windows and on store counters. The consultant team conducted a series of stakeholder interviews with a range of groups, including: business and property owners; the College Hill Partnership Board; residential landlords; realtors; neighborhood groups; UNI administrators; and student leaders (who lived both on and off campus.) The team began analyzing the project study area to understand the historic and recent development patterns on College Hill. The team also led an evening public

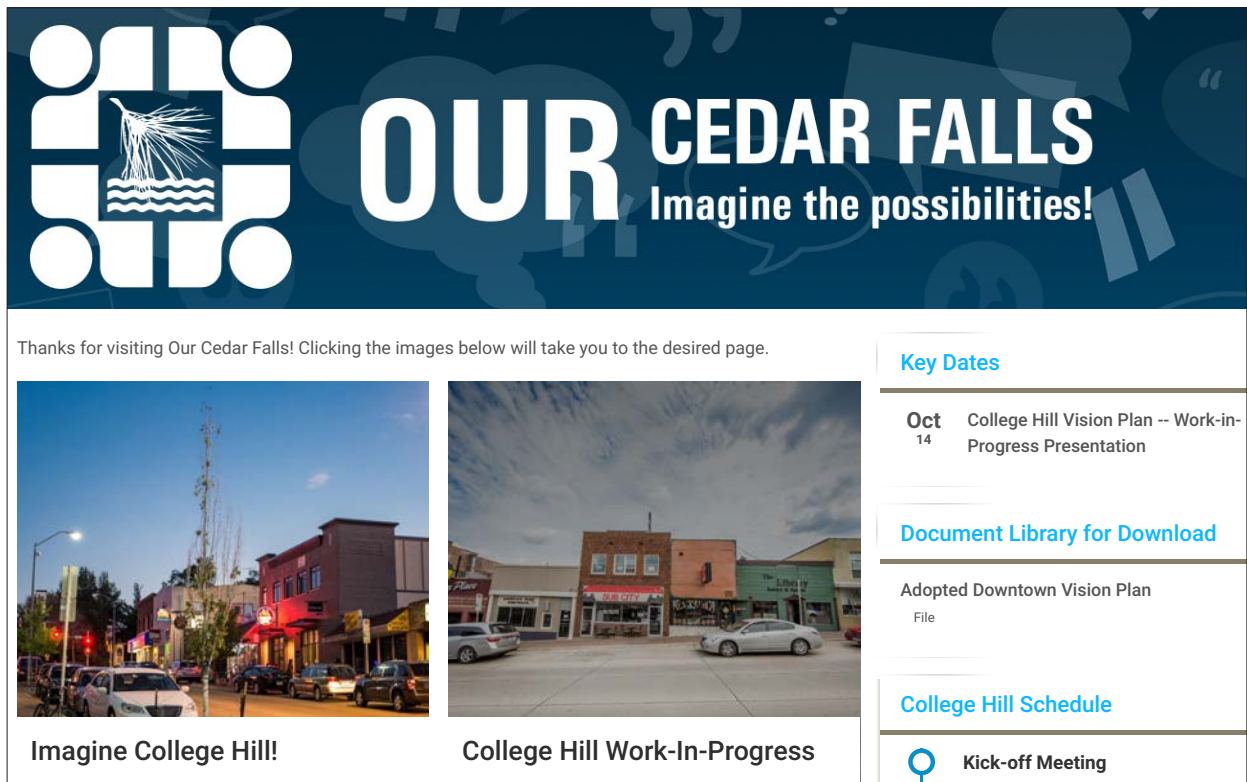
kick-off event, with the goal of encouraging broad public involvement, at the University of Northern Iowa Center for Energy and Environmental Education to engage the community on topics related to placemaking and gather input on local perceptions of College Hill and the surrounding neighborhoods. Before and after the kick-off event, the team worked off-site by reviewing the existing zoning code, the recently completed parking study, and current economic, demographic, and traffic data.

The project has a website (www.OurCedarFalls.com) to provide information and updates, including video of the public presentations, as well as to solicit additional community input from individuals who were unable to attend the various public events.

Following the initial kick-off activities, the *Imagine College Hill* project was delayed for several months due to the COVID-19 pandemic. Prior to re-initiating the project, the City once again promoted the effort, with a press release, new updated posters and fliers for College Hill businesses, an additional round of direct mail postcards throughout the study area, and information included in the UNI e-newsletter. Once restarted, the planned public design charrette was converted to a week-long virtual community design workshop the first week in October 2020—with all members of the consultant team working off-site in a virtual design studio and all live community engagement meetings being conducted via internet streaming, and additional input gathered via the project website. These virtual charrette activities comprised the *Imagine College Hill! Public Design Charrette*:

- a Saturday morning public virtual hands-on design workshop in which community members broke into small facilitated on-line groups to discuss the College Hill Study Area map, identifying strengths and weaknesses and opportunities for the future;
- two open “Q&A” sessions during the week, where the public was invited to “drop-in” virtually and hear about what the team was working on as well as ask questions;
- a web-based survey, targeted to UNI students; and
- technical meetings to verify that the workshop design ideas would work in the physical and economic context of Cedar Falls.

The virtual charrette was concluded by a public “work-in-progress” presentation the following week, to make sure the team understood what the community had said and was on the right track before further developing and refining the *Imagine College Hill Plan*.



Project web page for Our Cedar Falls



**OUR CEDAR FALLS**  
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**Cedar Falls City Council  
 College Hill Vision Plan Project Priorities  
 Adopted January 2020**

**1. Create a thoughtful vision plan to manage change over time.**

- Reflect on the past, consider the present, look to the future
- Respect the unique character and identity of College Hill
- Plan for the diversity of people that desire to live and work in the neighborhoods and College Hill area

**2. Vision will be based on broad community input, gathered through a robust community outreach process.**

- Affirm ongoing community efforts and explore new ideas
- All are welcome
- Feedback is appreciated and essential
- Partner with UNI to encourage participation of University stakeholders – students, faculty and staff, administrators

**3. Take into account market realities and changing demographics for all types of development.**

- Future technology needs
- Future transportation needs
- Future housing needs and how that complements our neighborhoods
- Consider the significant influence of UNI

**4. Maintain/foster a unique sense of place.**

- Thriving and dynamic mixed-use business district
- Pedestrian-oriented design
- Attractive interface with UNI campus to enhance visitor experience
- Residential neighborhoods with a compatible mix of housing types that meets the diverse needs of the community

**5. Encourage economic development based on the adopted vision.**

- Maintain/enhance existing properties
- Encourage new development and redevelopment that creates a distinctive sense of place
- Encourage mixed-use development that will expand the customer base for College Hill businesses

**6. Foster healthy residential neighborhoods.**

- Stabilize neighborhoods by fostering a healthy balance of housing for both owners and renters
- Focus new housing options for college students in areas adjacent to campus
- Preserve and enhance housing opportunities for long term residents
- Create a seamless transition between more urban campus edge areas and residential neighborhoods

**7. Establish clear and objective zoning standards to achieve the adopted community vision.**



# ANALYSIS

*Prior to the visioning effort, the team studied College Hill and surrounding neighborhoods, including: stakeholder interviews and general public engagement to gather local perspectives on the current environment for living, working, going to school, and playing in the area; on-site analysis of the built and natural environments; analysis of local market conditions and demographics; and review of existing policies, regulations, and historic plans specific to College Hill.*

## PUBLIC ENGAGEMENT: UNDERSTANDING HISTORY, CURRENT PERCEPTIONS & ACTIVITIES

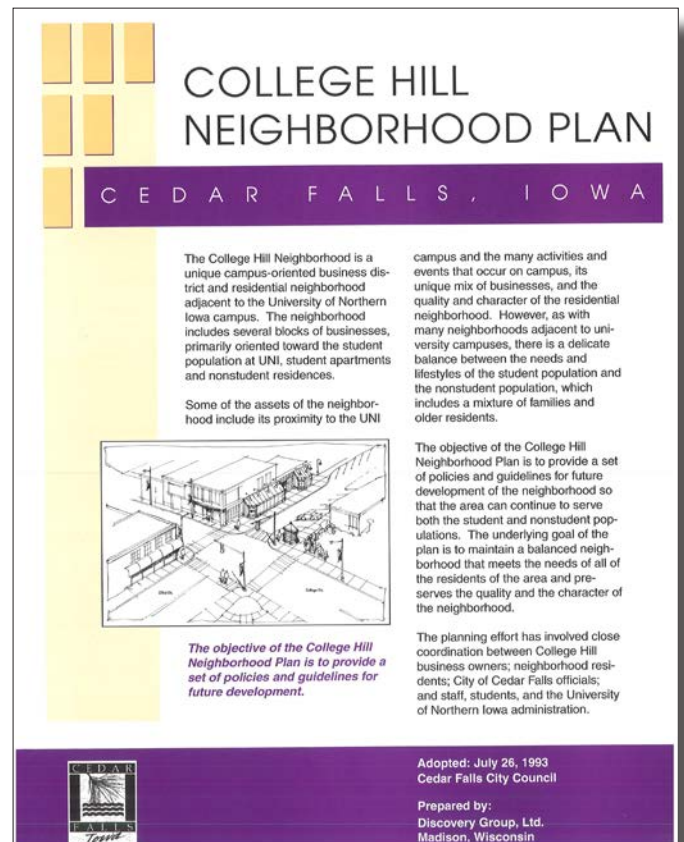
Gathering public input and ideas was a priority for the *Imagine College Hill Project and Plan*. The engagement effort included a series of stakeholder interviews, a public kick-off event, several virtual activities, and an interactive project website (which grew in importance as a tool for communication and public participation under the pandemic restrictions.) The consultant team reviewed the history of the neighborhood and previous plans, to better understand, and build on, the good work that has been completed previously. This is a Community Vision—and its very foundation is the aspirations of the residents and business owners for the future of their neighborhood.

### Stakeholder Interviews

In the winter of 2020, the consultant team interviewed a broad cross-section of stakeholders, including: business and property owners; neighborhood residents; retail, restaurant, and bar owners; University of Northern Iowa (UNI) leadership; landlords; UNI student leaders; local developers and real estate professionals; College Hill Partnership board members; City public safety, planning and community development staff; and the parking enforcement staff for the city and university.

The groups identified several overlapping and consistent concerns and interests, although with different priorities, including:

- the importance of continuing the code enforcement and landlord accountability programs;
- the need to keep the student population close to campus and the College Hill business district;
- the importance of treating all landlords and property owners fairly and consistently;
- the desire for more diverse businesses to attract non-student customers;
- need to emphasize property maintenance and general appearance of streets and buildings serving as the “front door” to the University;
- more/better engagement between students and the community;
- the desire to attract more families/non-students to live in nearby neighborhoods;
- improved parking management for streets and City lots;
- a desire to improve connections between College Hill and Downtown; and
- maintaining a unique identity and character for College Hill and nearby (historic) neighborhoods.



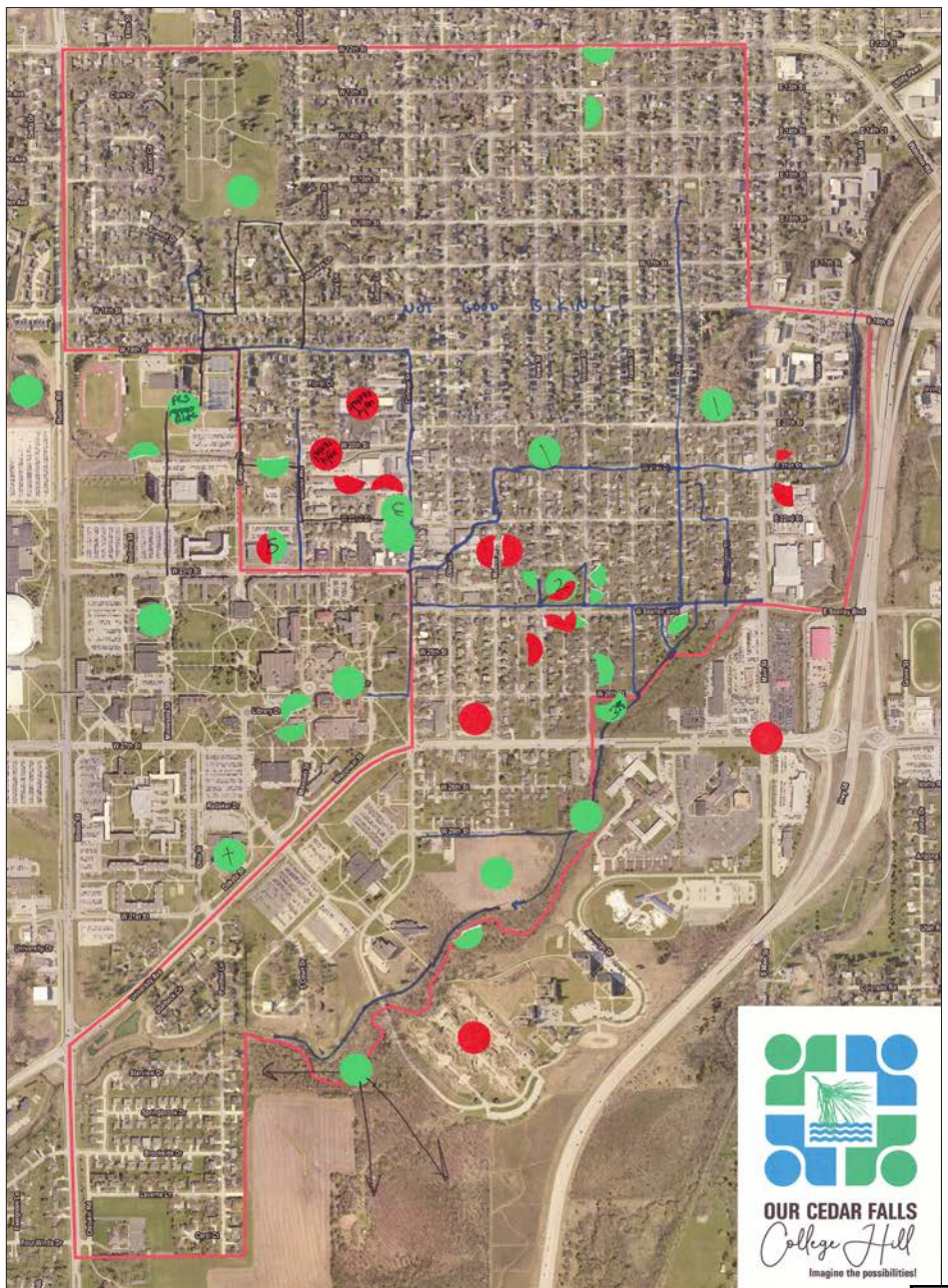


Approximately 50 community members attended the *Imagine College Hill! Kick-Off Event* at the University of Northern Iowa CEEE in January. Following a welcome by the mayor, the consultant team provided a project overview and a visual introduction to urban design concepts, such as placemaking, urban form and character, and walkability.

Before and after the presentation, the team used several activities to engage participants, promote discussion and gather input—to get to know the College Hill study area and understand some of the issues and concerns that the *Imagine College Hill Vision Plan* needed to address. The engagement activities included:

- a small group mapping exercise (*photos at right*) with two components—first, people marked their primary walking and cycling routes to and through the study area; and second, they identified areas of “strength and weakness” in the area (those locations that they liked or felt need improvement) by marking them with green and red stickers, and provided additional explanatory comments, if desired;
- a visual preference exercise, in which attendees could “vote” on images of buildings, streetscapes, and parking, to indicate whether they felt the character and scale were appropriate for future development on College Hill and in nearby neighborhoods; and
- a survey about individual interest in the visioning project and when, how, and why individuals visit College Hill.

The mapping exercise revealed considerable consistency between groups. Although only a snapshot



of opinions, the visual preference exercise revealed several consistent community “likes” and “dislikes.” Some highlights:

*Residential development in adjacent neighborhoods*

- Preferred – small front yards, 2-3 stories, with generally traditional architectural detailing
- Not preferred – no front yard, garages or parking in front, continuous repetitive designs

*Commercial & mixed-use in the College Hill business district*

- Preferred – street-oriented buildings with shopfronts
- Not preferred – buildings oriented toward parking lots

*The street-space or public realm (the area between the building façade and the curbs)*

- Preferred – generous sidewalks with street trees (both for business district and neighborhoods)
- Not preferred – narrow sidewalks, lack of street trees, and inactive street frontage

*Residential in business district*

- Preferred – medium-scale, discrete individual buildings oriented to the street
- Not preferred – larger-scale, monolithic designs, oriented toward parking

The kick-off survey revealed that most participants drive to College Hill for work and other activities, but they indicate that they would like alternative transportation options that are either not currently available or are perceived unsafe or inconvenient.

*Images of the “strength and weakness” maps, a tally of the visual preference exercise, and the full survey results are provided in the Appendix.*



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Cedar Falls, Iowa  
College Hill – Public Kick-Off Meeting  
January 29, 2020

**Visual Preference Results**

BOARD A  
**Adjacent Neighborhoods**






### College Hill Center – Commercial & Mixed-Use



### College Hill Center – Residential



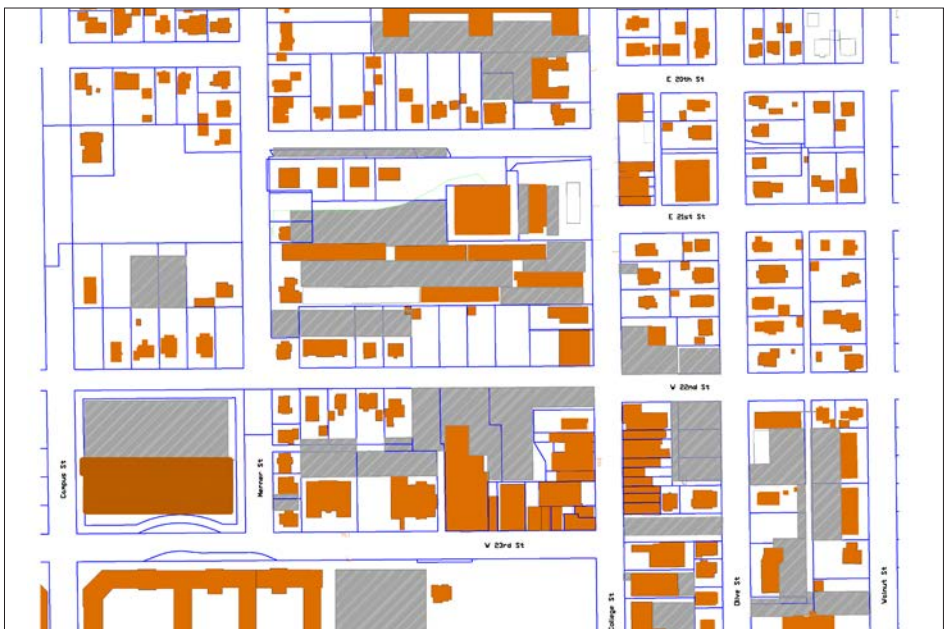
## Site Analysis: Understanding the Physical Context

The team drove and walked around the entire study area to experience the existing physical context, noting the character of historic and recent development, taking photographs and identifying potential (prototypical) redevelopment sites. Street widths, traffic patterns, parking locations and availability, public open spaces, and the existence and health of street trees were also examined.

The team examined the overall pedestrian experience based on details such as: interesting shopfronts and active building facades (or the lack thereof); available activities and potential destinations; street lights; and the absence of wayfinding signage for pedestrians or cyclists.

Several features of particular importance were identified:

- the close proximity of the neighborhoods to campus and the business district;
- the fact that there were very few vacant shopfronts along College Street within the business district;
- the range of property maintenance, particularly in proximity to the university campus;
- the historic houses along with some more recent examples of incompatible infill for the existing context—both urban commercial and traditional neighborhood environment;
- the gap in the street frontage along College Street, from the Upper to Lower Hill;
- the high ratio of surface parking lots to building (*diagram at right*);
- the opportunity for using the flood control infrastructure as an amenity; and
- the proximity to (yet disconnection from) the bike trails, the Cedar River, and Downtown.



### Understanding College Hill

The study area includes the area considered the College Hill business district along with several of the surrounding adjacent neighborhoods. The mixed-use center has a wide range of building styles dating from throughout the 20th century and more recent. The neighborhoods include many historic homes dating from the late 19th century through the Second World War, along with more recent infill.

A section of the Main Street corridor is also included in the College Hill study area; however, it seems physically and psychologically separate, with a mixture of neighborhood-serving retail large-scale retail and semi-industrial uses, along with a few houses.

While most of the commercial buildings within the core of College Hill are street-oriented urban fabric buildings, there are a few that stand out due to their auto-orientation. Many of the apartment buildings are less successful, turning their sides and backs to the street and ignoring the existing context. Many older homes have been chopped up and converted into student apartments. While they maintain the scale and character of the street, they also create other problems, such as insufficient parking and lack of basic/routine maintenance and upkeep.

Activities on College Hill are dominated by the University, but also include a range of eating and drinking establishments, some retail, and other student oriented businesses such as a laundromat, a copy business, and vape shops and tattoo parlors. There is currently little to attract people from beyond the university community or surrounding neighborhoods.





## Economic and Demographic Context

The economic and market analysis was based on local demographic, tax base, and real estate data in combination with stakeholder interviews. Key findings included the following.

College Hill has remained very stable over the past 20 years when measured in terms of population and household counts; however, the number of rental properties has increased. As one would expect, the student population is concentrated near the university. That concentration of students, including their location within the overall study area, has a definite impact on both the residential and commercial markets within the study area. The dynamic and market potential of College Hill moving forward depends heavily on the University of Northern Iowa enrollment.

The extent and pace of new housing development will be gradual, as College Hill can only support small increments of new housing, and even that growth will be constrained without adjustments to the current residential parking requirements. High on-site parking requirements for apartments and other rental properties dramatically increase the cost of development and translates directly to higher rents. New residential development in the core of College Hill is very unlikely to occur without a solution to the parking quandary. Requiring one parking space for every bedroom imposes a cost that the market cannot bear. The densities that can be supported with that level of parking will not justify replacing the existing, obsolescent housing that depresses College Hill's appearance and appeal.

Given the importance of walkability, compact development, and population density to support a healthy neighborhood business district, it will be important to pursue alternative approaches to the current residential parking requirements, including lower ratios and permitting off-site locations. Additional parking management tools should be considered in the future, if needed, to deter students and University commuters from parking in surrounding neighborhoods (to avoid paying for City or University parking) or monopolizing the short-term on-street parking that is needed to support College Hill businesses. (*Parking considerations are discussed further on p. 21.*)

Conversion of student housing back into single-family use will not be likely close to campus, but may be possible in the neighborhood areas a few blocks away. However, the appeal to non-student buyers or renters will be greatly influenced by the overall character and affordability of these nearby neighborhoods. (Students pooling their resources or paying by the bedroom are often willing and able to pay more to rent a house than a single family. Providing students with equally attractive housing options closer to campus should help to stabilize the nearby neighborhoods with either long-term renters or new owner-occupants.)

Although College Hill businesses are heavily oriented to UNI students, some serve the surrounding neighborhood as well, attracting residents during summer months and some early-evening hours. The district needs a bigger retail base (of both students and full-time residents living and working nearby) to support a larger number and greater diversity of businesses. Simultaneously, more diverse or unique businesses can attract customers from a larger geographic area. The size and stability of the business and residential areas typically have a symbiotic relationship. Retailers would also benefit from a seamless connection between the Upper and Lower Hill, creating a continuous walkable retail frontage along College Street.

These demographic and market realities have direct implications for the *Imagine College Hill Plan*.

*The full Market Considerations report is provided in the Appendix.*

## MOBILITY ON COLLEGE HILL

College Hill is primed to be one of the preeminent multi-modal neighborhoods in Cedar Falls. It is already compact and mixed-use, with an interconnected street network and the University of Northern Iowa students and surrounding neighborhoods in proximity to provide the desired foot-traffic. The area can provide a wide range of activities and services nearby, with trip origins and destinations in such proximity that active modes of transport such as walking or cycling can be more attractive than driving. It should be easy for people to move in and around College Hill safely and efficiently without using an automobile—if a person chooses to do so. College Hill should be the neighborhood in Cedar Falls where UNI students and other city residents who want to live car-free should be able to—with all of their daily needs within a short walking distance.

Getting the design of the streets “right” can mean the difference between a vibrant, walkable, and economically successful neighborhood “main street” district and one that motorists simply pass through without any consideration of visiting. (Or one in which people only walk from their car to their destination, and then back to their car for their next destination, even if it is only a few blocks away). The goal is to plan and design a place for people, accommodating cars but not designing primarily for their use for every trip.

Pedestrian-oriented, multi-modal districts should give residents and visitors true choices about their mode of travel—walking, bicycling, ride-sharing, taking transit, and driving. Individuals can choose the mode that is best suited for their current trip or activity. Complete Streets principles are a way to make sure that people have those choices. In the College Hill study area, there are several guiding principles to support such an environment, both in the core and in the surrounding neighborhoods. Although several College Hill streets have been rebuilt in the past decade and are not due for additional improvements in the near-term, all future street reconstruction projects in the district should include the following ideas.

- Right-size streets (number of lanes, lane widths, slow speeds, and equitable accessibility for the active modes) based on context to enhance the walking and bicycling environment
- Improve sidewalks and fill in gaps—create continuous system for walking
- Enhance crossings for safety and accessibility: with curb bulb-outs, high-visibility markings and active warnings such as Rectangular Rapid Flashing Beacons where needed; improve interface between trails and streets; and use measures like protected intersections where appropriate
- Implement transit shuttle (like former Panther Shuttle); seek funding partnerships when available. Make transit efficient and reliable
- Implement comprehensive pedestrian and bike network wayfinding for destinations and routes (distance and time to popular destinations by walking and biking)
- Establish working partnerships with College Hill businesses, residents, City, and UNI



*Rectangular Rapid Flashing Beacon*

### Walkability

Walkability depends on several factors, including pedestrian safety, comfort, and interest. While active building frontages and people-places provide interest, slow-moving traffic with wide sidewalks and short pedestrian crossing distances are fundamental for safety and comfort. Perceived safety is particularly important for pedestrians when crossing streets. Both vehicular speeds and the distance from curb-to-curb (the time the pedestrian is in the travel lane) effect this perception. Reducing the crossing distance by a combination of installing corner bulb-outs and narrowing lanes will greatly improve pedestrian safety and comfort.

Generous sidewalks are the best practice for mixed-use, high foot-traffic areas—15 to 20 feet in a “main street” environment, providing enough space for clear passage, street trees, and outdoor dining. Urban sidewalks should be understood as a combination of the ‘clear walkway’—the continuous and unimpeded sidewalk width and the ‘tree lawn’



Re-purposing two on-street parking spaces to accommodate outdoor dining

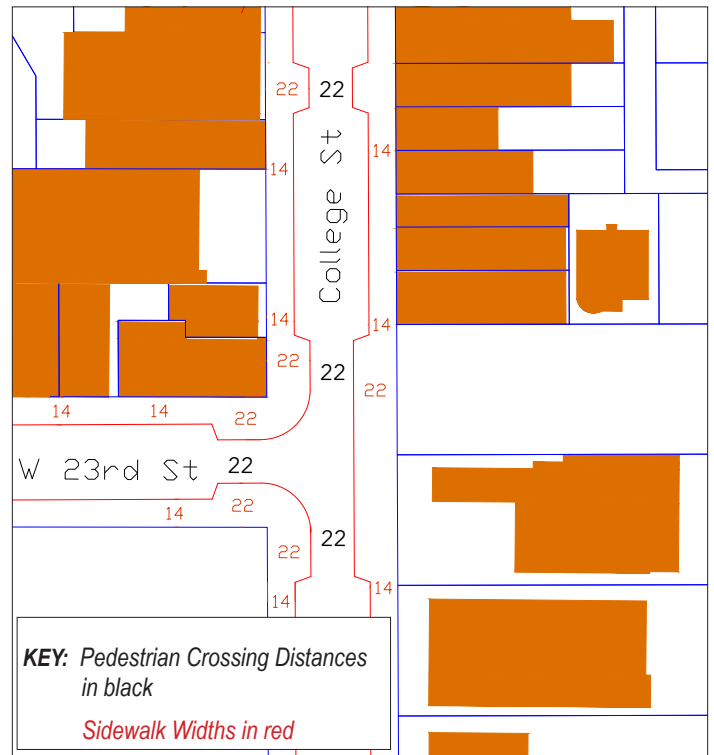


Intersection at 23rd and College Streets: existing pedestrian crossing distance

width, a generally continuous soil trench that can have special pavements between the trees that can add 6 feet or more to the pedestrian zone width.

For example, the pedestrian crossing distance on 23rd at College Street is more than 39 feet (*see Diagram below*). By reducing the travel lane width and eliminating the free-flow right turn lane, that distance could be as little as 22 feet, almost cutting the crossing distance (and time) in half. This would greatly increase pedestrian comfort and walkability for one of the highest pedestrian-traffic areas in the city. The traffic geometry for the Vision scheme in the diagram below proposes narrower travel lanes, bulb-outs, and a 25-foot radius at these core intersections. This design frees-up space for 14-foot sidewalks along most streets.

Built-out areas such as College Hill are often physically constrained and must balance competing priorities—such as on-street parking, street trees, and clear sidewalk widths. Street rebuilding that involves relocating curbs is expensive. In the short term, trade-offs may be required; but when there are opportunities to reconfigure and rebalance the street-space allocation—such as when streets are rebuilt, properties are redeveloped, or zoning standards are revised—installing wider sidewalks and corner bulb-outs should always be a priority.



**KEY:** Pedestrian Crossing Distances in black  
Sidewalk Widths in red

**DIAGRAM:** A comparison of the pedestrian realm dimensions near the intersection of 23rd and College Streets: Existing (left) vs Vision proposed (right)

Reallocating the street-space has multiple benefits, including increasing the sidewalk width to accommodate street trees and activities such as outdoor dining, as well as decreasing the distance for pedestrians crossing the street, which improves pedestrian comfort and safety.



### Bicycles as a Viable Transportation Option

Cedar Falls has a visible and vocal bicycling community (as evidenced by both the existing bicycling trails and shops, and cyclists’ enthusiastic participation in the College Hill visioning process). However, even amongst this group, the comfort and skill level varies. In the stakeholder meeting with the Pedestrian & Bicycle Committee, different people identified different “preferred routes” as the best way to get from the Cedar Valley Trail to College Hill and from College Hill to Downtown. This is similar to other US cities, which typically have a small group of “strong and fearless” bicyclists who will ride in almost any environment; but a much larger cohort of about 70% of people who fall into the “enthused and confident” and “interested but concerned” groups that have been proven to ride more with improved facilities and infrastructure. Separation from and calming of vehicular traffic is key to these users, and right sizing of the streets is key to providing that calming.



Wayfinding both from and to bicycle trails



Protected intersections can be used to enhance crossing for cyclist at larger intersections, such as Main Street at Seerley Boulevard (Image Source: NACTO Guide)

As one participant stated, today Cedar Falls has “more of a patchwork than a network” for bicycles. With a connected bicycle network comprised of a combination of dedicated facilities and safer streets more conducive to use by this 70%, bicycling can be a practical and efficient mode of transportation (rather than just for recreation)—particularly for College Hill residents and employees. In addition, while wayfinding on the trails and greenways clearly identifies nearby points of interest, the reverse is not true. For the uninitiated cyclist on College Hill, the routes to the trails and Downtown are not marked. Such wayfinding is important for visitors and students new to UNI alike. Completing this patchwork into a cohesive network for cycling will require physical modifications to certain streets, augmentation of crossings, and comprehensive wayfinding that ties the system together.

The concepts in this *Imagine College Hill Plan* and the 2020-21 update to the Cedar Falls Bicycle Plan (which was originally published in 2009) should be complementary—most streets in the College Hill study area will remain the same, while others may only need designation of a route and wayfinding. A few may be identified for modification, such as: protected intersections, crossing enhancements, or separated facilities for pedestrians and cyclists alike through “completing the street” by narrowing or reallocating lanes for the active modes.

From an economic development perspective, cities that invest in cycling infrastructure such as trails, greenways, and on-street cycling facilities see reinvestment in the community to tap the visitors using the newly available mode of transportation. Greenville, SC and Travelers Rest, SC have seen significant economic impacts as a result of the Swamp Rabbit Trail; the communities in Northwest Arkansas have seen a significant return on the investment in the Razorback

### Why Rethink College Hill Parking Requirements?

Requiring each future infill residential or redevelopment project to provide all of its parking on-site will work against the environment envisioned in the **Imagine College Hill Plan** for the following reasons.

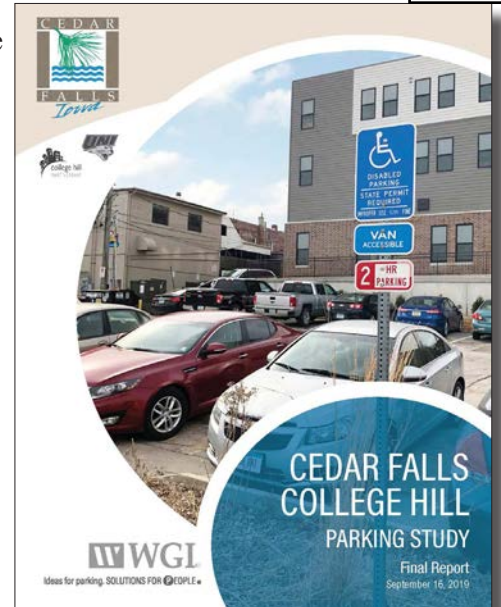
- On-site parking reduces the redevelopment potential of individual lots—particularly in relation to intensifying student housing close to the UNI campus. (See the Appendix for additional information.)
- Surface lots limit the developable area and create “dead zones” on the street if poorly located.
- Excessive on-site parking increases the cost of redevelopment (and therefore the cost of new units).
- It is contrary to creating a walkable, “park once” environment.

Regional Greenway; and cities across the country can tie entire neighborhood revitalization efforts to physical street and infrastructure changes like complete streets that allow people to walk and bike. Such long-term investment in “quality of life” infrastructure could assist with stabilizing the College Hill neighborhoods.

## COLLEGE HILL PARKING

The design team reviewed the recent College Hill Parking Study through the lens of urban design and placemaking. While generally in agreement with the proposed approach, the team recommends that additional strategies be considered, particularly in relation to university and private parking management and resources, to better support the goals and vision of the *Imagine College Hill Plan*.

Within the context of the broader College Hill urban design, mobility, and market analysis, and building on the parking management strategies in the study, the following should be key implementation priorities to produce the desired environment (and parking supply). Unlocking the redevelopment potential on College Hill will require managing parking through a multi-pronged approach, in addition to improving the pedestrian and bicycle environment as described above.



- Revise the current parking standards as part of the zoning update.** There are several available approaches and tools. Ultimately, the solution to College Hill parking concerns will likely be “both/and” rather than “either/or,” as there are a myriad of competing interests for parking within the district. Right-sizing the parking requirements, particularly in the heart of College Hill within close proximity to UNI and the business district, is the place to start. From a market perspective, the current requirements of one on-site parking space per bedroom simply does not pencil out for small-scale redevelopment projects as envisioned for College Hill. Reducing the minimum residential requirements within the core character areas—the Heart of the Hill, General College Hill, and University Neighborhood (*see p. 35 for detailed character area descriptions and locations*), while permitting off-site parking within a defined distance, should be considered. Developers should be encouraged to help provide such additional parking supply, for residents and visitors to College Hill.
- Coordinate parking management with UNI.** The parking fee structures, hours of public availability, and enforcement for the city and university parking should be similar. Currently, students and university employees alike take advantage of the “free” on-street parking supply in nearby neighborhoods rather than purchase parking permits. In addition, as the *Imagine College Hill Plan* is implemented, consider marketing College Hill as a place where students can live car-free and rely on a robust multi-modal system that is convenient, safe, and reliable for the bulk of trips that residents need to make in the district.
- Continue to implement the parking study strategies.** Set triggers for next steps in the overall strategy and monitor the parking supply and demand on an annual basis to be able to proactively address concerns before solutions are needed. Evaluate each step’s effectiveness, and adjust when appropriate, as each strategy is implemented.
- Consider additional parking management tools in the future, as needed.** These might include: a parking management district within a defined area close to the campus and business district and a fee-based residential parking permit program within the management district, if appropriate.

A zoning code includes a range of tools that can be used to guide development, including: form standards, zone districts, use standards, site development standards, and review processes. Each tool plays a specific role in establishing an overall development pattern. Making sure the zoning standards are designed to implement the vision, goals, and policies of a comprehensive plan is a key step in ensuring the plan's long-term success.

The Cedar Falls 2019 *Imagine Downtown Vision Plan* zoning analysis notes that it will be important for Cedar Falls to undertake a more comprehensive and cohesive update to the current zoning code to both ensure that the plan can be implemented and, equally important, to ensure that the current regulations will not act as a barrier to the community's preferred development patterns that have been identified in the process of creating the *Imagine Downtown Plan*. The same analysis will be needed for this *Imagine College Hill Plan*. The College Hill zoning updates should be able to benefit from and be coordinated with the zoning changes made to implement *Imagine Downtown*. Key considerations should include the following:

**1. Use All of the Zoning Tools Available.** Even though zoning codes should include a wide range of tools that can be mixed and matched in a variety of ways, the current Cedar Falls zoning code is heavily focused on regulating through one tool—the individual zone district. As planning and the community have changed over time, new stand-alone zone districts have been created to address the problems of the day. The result of this approach is the creation of new base and overlay zone districts that are “layered” on to the existing zoning code. To accommodate the widening range of topics addressed by modern zoning, the newer zone districts include regulations that typically would have been addressed in another, separate section of the code. When a new commercial district was created, for example, it would include landscaping and sign standards applicable only within that district. The more generally applicable landscaping and sign regulations, included in the code outside of the zone districts, have been left to age in place. The idea behind this approach is good; new districts should have updated development standards. The problem, though, is that this approach has created multiple “parallel” codes; allowing the “old” regulations to be applied in those locations with “old” zone districts while limiting application of the new (and presumably more relevant) standards to the districts in which they've been drafted. This “siloe” approach to zoning ensures spotty and inconsistent development patterns. It also makes the zoning code difficult to navigate, for both the City and code users.

The City needs to create a set of modern, place-based zone districts with an emphasis on scale, form, character, and intensity to apply to the College Hill plan area. This should include both new districts and updates to currently applicable districts, such as the residential districts surrounding College Hill. Both the new and updated zone districts should be linked to generally-applicable, baseline site development standards as well as standards designed expressly for College Hill (e.g., parking, landscaping, stormwater, signs). The goal of these revisions would be to reconnect the various working parts of the zoning code and, while doing that, eliminating old regulations that are no longer useful. With these key pieces in place, the City will have a more highly connected zoning code that is both easier to use and easier to effectively amend.

**2. Create Transitions between the University and Surrounding Neighborhoods.** One aspect of College Hill that should be considered in the zone district revision process is how to design and regulate the area of transition between the more intense UNI and College Hill business district development and the surrounding primarily detached residential neighborhoods. The City's current residential zone district line up and development standards for R-3 and R-4 may need a boost through the creation of new districts and development standards with more emphasis on form and character, including parking and landscaping, that are designed to provide a physical transition between the more active mixed-use areas and the less intense neighborhoods.

**3. Right-Size Use and Development Standards to Create Unique Places.** Older zoning codes are more likely to regulate at a very general level, with one set of parking standards or one type of perimeter landscaping design. Codes drafted pre-2000 particularly tend to be more one-size-fits-all and not include a layer of regulatory detail that is focused on form, scale, and tailored site design. The current Cedar Falls zoning code attempts to modify this approach for College Hill through the College Hill Neighborhood Overlay (CHN). The CHN is a very detailed code section that is designed as an overlay (overriding amendment) to at least six underlying base districts, including

C-3, P, R-4, R-3, R-2, and R-1. This is a wide range of zone districts with many different purposes, and the CHN a challenging document to navigate. The regulations incorporated in the CHN might be better addressed, and made easier for code users to understand, through updated zone districts that provide more site-tailored regulations including: creating a scaled approach to residential access and parking requirements, delineating design standards for that range of residential development types that set rules for context sensitive infill/missing middle development forms, and linking to proportionate compliance standards that clearly establish when existing development is required to come into compliance with current zoning regulations.

Similar to the Downtown zoning updates, focusing on form and scale is key for the full range of zoning standards in the College Hill core. The zoning update needs to synchronize the community aspirations of the *Imagine College Hill Plan* with context-specific regulatory standards that emphasize form, character, and intensity. The current regulations are focused on specific land uses and statistical measurements that are pretty easy to calculate but that do not make the connection between the plan preferences and the built environment. Updated districts that regulate form, character, and intensity are more holistic, allow the City to review not only individual structures on individual lots, but also the relationship between buildings, and between buildings and the public realm including the sidewalk and street. Outside of the College Hill core, zoning code updates should also include changes to the traditional residential districts surrounding College Hill that incorporate standards to protect the multiple site and structure design choices that reflect the existing neighborhood character.

**4. Be Specific About Infill Standards.** The zoning code needs to include specific infill standards and processes. Infill standards are designed to ensure that the zoning code does not inadvertently make infill development difficult or impossible by applying general standards that unique lots cannot accommodate. If the City wants to encourage applicants to take up the challenge of development or redevelopment, it will help to provide clear intent and be very specific about where the zoning code can help to fit projects into difficult lots and spaces. In the context of College Hill and the nearby residential neighborhoods, any new development standards should be drafted specifically for a redevelopment context, because the study area is built-out. This might include parameters for administratively adjusting some requirements—such as dimensional standards, landscaping/tree requirements, and preferred sign types—on a site-specific basis to address atypical situations.

*The overall content of the zoning update for College Hill will build on the approach and format established for Downtown. Some initial concepts for new development standards are included in the Character Area and Frontage Type sections, beginning on page 34.*



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# VIRTUAL CHARRETTE: PUBLIC VISIONING WORKSHOP

The Community Design Charrette was a virtual process working with citizens and stakeholders to define a vision for the future of College Hill and nearby neighborhoods. The virtual charrette activities included a public hands-on design workshop, on-line design team Q&A sessions, video technical meetings, a web-based student survey, and a work-in-progress presentation.

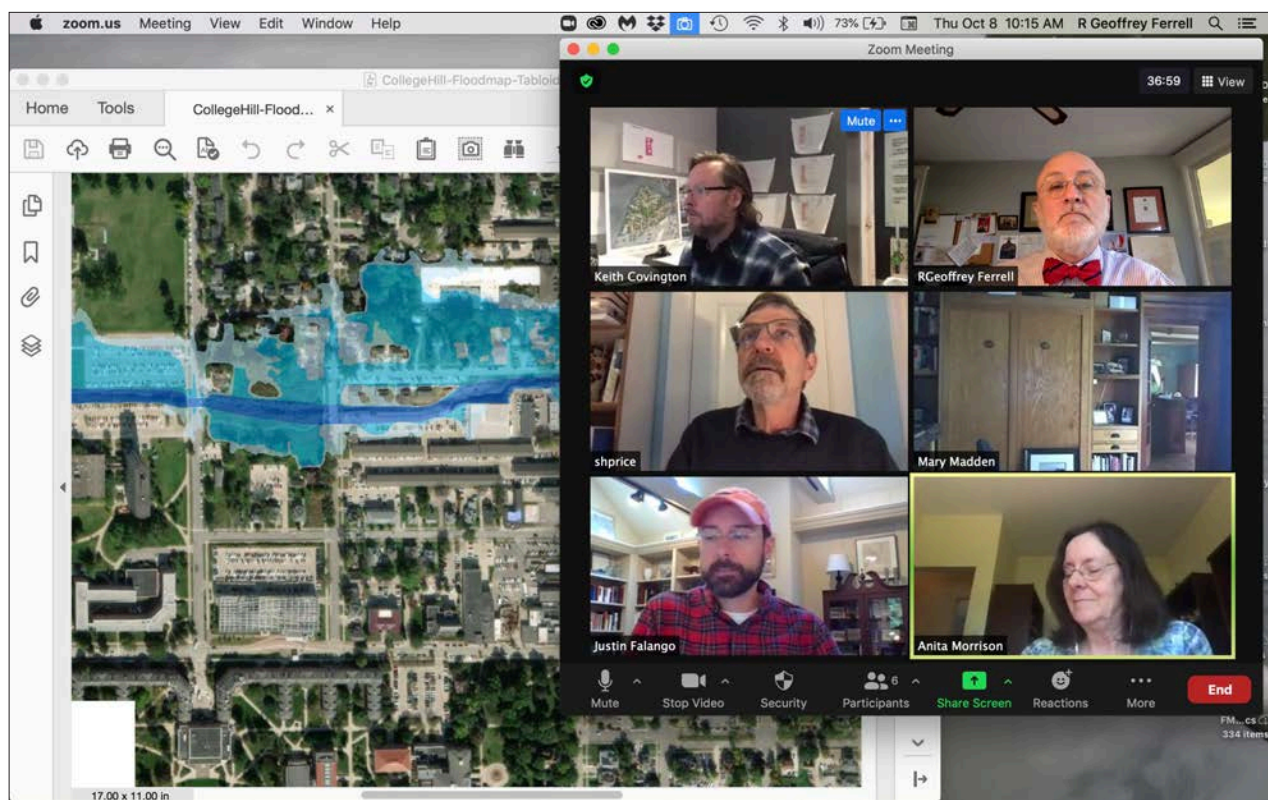
## Envisioning the Future: Working Together to Share Concerns & Aspirations

On Saturday morning, October 3, a group of Cedar Falls residents gathered on-line to discuss College Hill—both their perceptions of its current strengths and weaknesses, as well as opportunities for the future. Despite the limitations of meeting virtually, small breakout groups led by a facilitator discussed a series of questions about College Hill, using an aerial photo of the study area as a reference and to capture the groups comments and notations. The groups focused on topics like walking and bicycling; the natural features; local business; character and scale of existing and potential new buildings; opportunity sites for redevelopment; and [connections/the relationship] to Downtown and the Cedar River. (The use of the aerial photo maps encouraged people to be specific with their comments and recommendations, identifying both problems and opportunities in specific locations.)

After working through current issues and concerns and discussing opportunities for the future, the groups reconvened and the facilitators highlighted the major ideas and concepts for the future of College Hill to the entire group. Although there were differences of opinion, several areas of consensus were evident. These points of consensus were studied and tested throughout the charrette week and form the foundation of the *Imagine College Hill Vision Plan*.

- Common Topics**
- preserve neighborhoods
- walkability & sidewalks
- street trees & natural amenities
- retail & dining options
- bicycles





The design team working in the virtual studio

## Refining the Vision

From October 3rd to the 14th, the consultant team worked together off-site in a virtual urban design studio where they combined the upfront analysis and the residents’ ideas into a draft College Hill vision plan. Throughout the charrette, the team held a series of technical meetings with landlords and business owners; local developers; the bicycle and pedestrian committee; the transit authority; City planning staff; parking management staff from the city and university; University of Northern Iowa administrators; the College Hill Partnership; and members of the City Council.

These sessions provided an opportunity to gather additional information and test the community aspirations against real-world contingencies such as floodplains and other site constraints, property ownership, and local market and economic conditions. The technical considerations informed and shaped potential redevelopment scenarios, built on the residents’ ideas—to ensure that the community vision for College Hill is rooted in reality.

The team explored several redevelopment scenarios, using prototypical parcels and sites within the study area to ensure they ‘fit’ within the College Hill context. Hand drawn and computer simulated “before and after” images of these development studies will help residents visualize potential change before it occurs.

## Additional Virtual Charrette Activities

In order to engage the public throughout the charrette, the team held several other activities. There were two on-line Question & Answer sessions, in which people could “drop in” and ask questions about the project and provide additional input and opinions. Brief “studio video updates” were posted on each day’s major activities and two “quick polls” about the College Hill character areas and appropriate buildings heights were also taken. Last but not least, recognizing the significant presence of students living and going to school on College Hill, an on-line survey targeted to UNI students seeking their opinions and perspectives on housing, transportation, entertainment, and shopping topics was also completed. (*Quick poll and student survey results are available in the Appendix.*)



The Virtual Charrette activities were concluded on October 14 with a “Work-in-Progress” presentation to the Cedar Falls Planning Commission via video conference. The team shared the preliminary work on the *Imagine College Hill Plan*, which was built on community input from both the January community kick-off and the week’s Virtual Design Workshop, stakeholder interviews, and technical meetings.

The overview of the work to-date included: the teams’ context and site analysis; College Hill mobility with an emphasis on streets, sidewalks, cycling, and parking; and the economic and demographic analysis. Highlights included several urban design and planning concepts, beginning with the “Big Ideas” from the analysis and public visioning effort and including the identification of character sub-areas within the study area. The presentation provided numerous illustrations of prototypical infill and development scenarios, including before-and-after simulations of potential redevelopment of real College Hill sites. It explored topics such as stable neighborhoods and context-sensitive infill; intensifying the compact, mixed-use heart of College Hill; improving the pedestrian realm with new retail and dining opportunities; treating Dry Run Creek as an amenity; and exploring options for shared parking on College Hill.

Based on the responses to an on-line survey that was available for over two weeks on the project website, almost 85% of the respondents felt the “Work-in-Progress” presentation was generally on the right track. (*Complete exit survey results are provided in the Appendix.*)

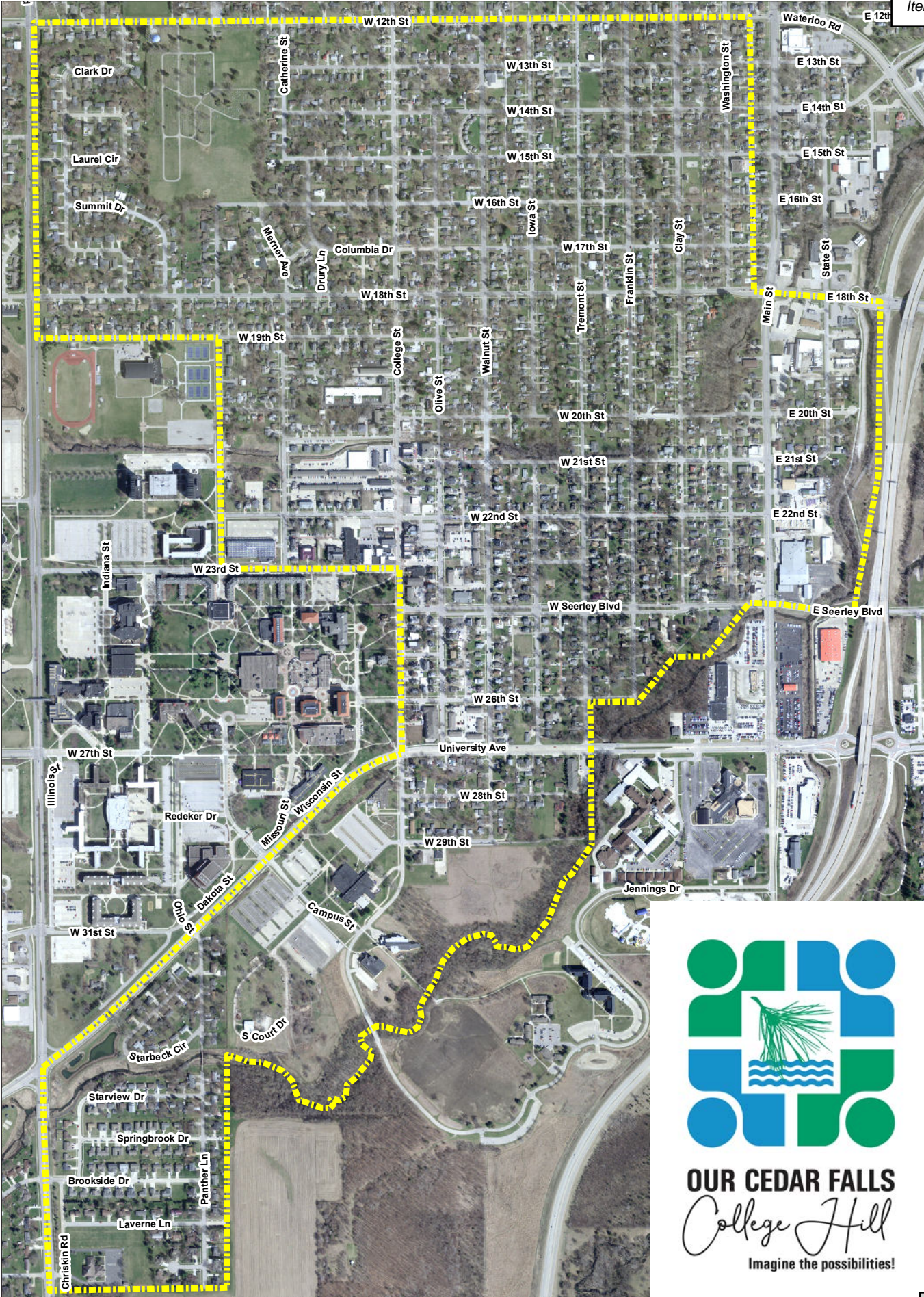
The following pages build on the “Work-in-Progress” presentation with new and improved images and additional information that make up the *Imagine College Hill Vision Plan*.

*Imagine College Hill!*  
May 2021

### “Big Ideas” for College Hill

- Stabilize and enhance neighborhoods
- Concentrate & intensify student housing near campus
- (Re)Connect lower and upper Hill
- Improve walkability: safety, connectivity, comfort
- Increase retail and dining options
- Treat natural areas as amenities (add & maintain street trees)
- Make biking easier by improving connections to trails and downtown
- Manage parking better
- Improve Hidden Valley





**OUR CEDAR FALLS**  
*College Hill*  
 Imagine the possibilities!

# IMAGINE COLLEGE HILL FRAMEWORK

*In order to translate the “Big Ideas” from the Public Visioning Workshop into a conceptual vision plan, it is important to think in physical and place-specific terms and incorporate basic urban design concepts. These design concepts, the community aspirations, and context analysis provide the vision plan framework and lay a foundation for updating the development regulations for the study area.*

## URBAN DESIGN BASICS

### Placemaking

A term describing the core task of good planning—how to make the ‘place’ that the citizens want. This requires focusing on the desired form and character of the built place, rather than the various technical aspects of development regulations. The “placemaking” approach leads by asking the question: “what kind of place do we want to live in?” The technical questions of how that place can be achieved are dealt with secondarily—they must be answered, but they should not lead the City planning and urban design efforts.

### Walkability: Changing the character of College Hill Streets

A “walkable” place is much more than one in which there are sidewalks. It refers to an environment where walking can be a primary mode of transportation. In these locations, it is a pleasure to walk; there are places to go and things to see and do; and walking is safe and efficient.

### Gateways: Creating a Sense of Arrival

A gateway is a physical location that marks the entry into a new place, in large part by being different. Gateways are important to placemaking because they can change behavior. For example: a gateway design could help calm incoming traffic, by bringing buildings close to the street and planting street trees, to mark the change from the outlying suburban or rural (and high speed) environment into the urban, constrained (low speed) and pedestrian environment. More than mere signage, the strongest gateways are made with distinct changes to the physical place.

### “Park Once” Mixed-Use Environments

The fatal parking problem of suburban development is that it must provide multiple parking spaces for every car, at each different place: a space where you work, a space where you shop, a space where you worship, a space where you play, and a space where you sleep. Cities can better manage the parking issue by creating an environment where you can park your car in one spot and comfortably walk to multiple activities: where you work, shop, play, and where you sleep. For every one of those basic activities that can be combined in a “park once” environment, a parking space is effectively created—or ‘freed up’ to be used by someone else.

### The Public Realm and Building Frontages

The spaces that people experience as they move through the city—typically the public streets and sidewalks (from building face to building face) and parks and squares, rather than private (building lot or home yard). The best public realm is a defined space with a sense of enclosure provided by building fronts or street trees. The public realm of a city is central to its quality of life—as well as its economy. Building frontages—where the building meets the street—are a key element of the character of the individual streets. The public realm creates the overall “sense of place” while allowing a great deal of variety within the urban framework.

### Missing Middle Housing

Missing Middle refers to that in-between scale of building that seems to have been forgotten—from duplexes to rowhouses to small apartment buildings—and that can be comfortably integrated into traditional urban neighborhoods. Smart development regulations (zoning) can facilitate and enable a return of those kinds of neighborhood infill housing options. (*Missing Middle building forms are further described on pages 32-33.*)

A vision plan includes both urban design and policy ideas. Translating the analysis and community aspirations from the Virtual Design Charrette into implementable actions is one piece of a vision plan framework. Not only are these concepts embedded within the overall *Imagine College Hill Plan* recommendations, this page identifies specific steps for realizing each "Big Idea" in the physical vision plan for College Hill.

## 1. Big Idea: Stabilize and enhance neighborhoods

### Implementation Steps

- Establish zoning for new development that fits the scale and character of the place
- Expand the rental-to-single-family-owner conversion incentive program to permit more conversions each year and/or allow funds to be used for additional changes such as interior improvements
- Explore ways to increase both the percentage of owner-occupied units and rental units affordable and attractive to a diversity of households
- Continue the rental permit program and code enforcement efforts

## 2. Big Idea: Concentrate and intensify student housing near campus

### Implementation Steps

- Make sure the rules enable the development of more intense student housing in the Heart of College Hill, General College Hill and University Neighborhood character areas, within walking distance to campus *and* the local businesses (*see p. 35*)
- Maintain regulations prohibiting the conversion of single-family houses into apartments outside of designated areas
- Adjust parking requirements to ensure College Hill is "the place" where students can live without a car
- Revise parking requirements to enable and encourage less expensive (market-rate) housing
- Work with UNI to promote car-free living for students



Image courtesy of the Cedar Falls Historical Society

### 3. Big Idea: (Re)Connect Upper and Lower Hill

#### *Implementation Steps*

- Encourage the redevelopment of underutilized parcels with clear development regulations
- Increase walkability through improved sidewalks and traffic calming along College Street (and throughout the district)
- Increase retail and dining opportunities by encouraging mixed-use development

### 4. Big Idea: Treat natural areas as amenities (add and maintain street trees)

#### *Implementation Steps*

- Redesign the Dry Run Creek flood control infrastructure to serve as public green space and bike/ped connection
- Add or replace street trees to “green” College Hill core and neighborhoods, help define the pedestrian realm and calm traffic.

### 5. Big Idea: Manage parking better

#### *Implementation Steps*

- Exploring opportunities for off-site residential parking
- Reduce residential parking requirements next to the university and core College Hill character areas
- Stop subsidizing low-cost parking for university students and staff (by coordinating parking fees with UNI and considering a fee-based residential permit system for long-term on-street parking, if needed)
- Enable the environment for College Hill to serve as a car-free neighborhood (for people who choose that lifestyle) by decoupling parking from some rental units
- Create a “park once” environment by improving walkability

### 6. Big Idea: Improve walkability

#### *Implementation Steps*

- Improve (and widen when possible) sidewalks in the high pedestrian traffic areas of the study area
- Improve pedestrian crossings, particularly in high foot-traffic areas close to campus and the heart of College Hill
- Reconfigure College Hill streets to be good city streets, not thoroughfares. Right-size the automobile travel lanes and add bump-outs at key intersections to decrease pedestrian crossing distances, lower traffic speeds, and increase pedestrian comfort
- Fill in gaps in the sidewalk network where they exist
- Maintain and improve connectivity: preserve small block size and the street and alley pattern

### 7. Big Idea: Make biking easier

#### *Implementation Steps*

- Provide a combination of bicycle lanes and sharrows in key locations as district streets are rebuilt
- Increase publicly available bicycle parking on College Hill (and increase visibility of what does exist)
- Improve wayfinding to direct bicycle traffic to Downtown and the trails
- Infill gaps in bicycle infrastructure to create a true bicycle network

### 8. Big Idea: Increase retail and dining options

#### *Implementation Steps*

- Continue supporting the College Hill Partnership—economically and politically
- Incentivize increased housing near campus to create more neighborhood support for retail and business options
- Coordinate shared parking with UNI to support College Hill businesses outside of peak university hours (nights and weekends)
- Create locations and provide opportunities for outdoor commercial and special event use, including wider sidewalks and flexible plaza space at 23rd Street

Often discussed by citizens during the charrette week, Missing Middle refers to the in-between scale of buildings that current developers (and municipalities) seem to have forgotten. Once common, these buildings are more intense than single-family detached houses, but much smaller than an apartment complex or high-rise. They complement traditional neighborhoods, and can help transition from the more intense College Hill core area to single-family detached houses. Missing Middle forms can provide new housing choices lacking in the marketplace today, often at a more affordable rate. They can also be designed and built in a context-sensitive form and scale.

Missing Middle housing can take many forms. Here is a sample of that variety—including some that exist in Cedar Falls today. Note that *context is important* and not all of these examples will be appropriate in every part of the study area.

## Twins (duplexes)

A simple variation that can fit onto existing lots in single-family detached neighborhoods. They often appear to be single-family houses, comparable in size to those nearby. They may be configured with units side-by-side or over-under. The near-right building is a side-by-side configuration and is in the study area.



## Small Apartments (small)

At the lower end of the range of scales, these can be almost unnoticed in the midst of a single-family detached neighborhood. They typically have small front, back, and side yards, similar to the surrounding context, and are more commonly found on corner lots.



## Small Apartments (medium)

Typically found on corner lots or larger streets and avenues, these may have small front, back, and side yards; or be located at the back of the sidewalk, depending on the surrounding context.



### Rowhouses

Rowhouses are attached single-family houses. Typically two- to four-stories tall, they may be configured with stoops or porches. Whether platted on narrow fee-simple lots or a single parcel, each rowhouse has direct street access and a rear private space. Parking is off the alley.



### Cottage Courts

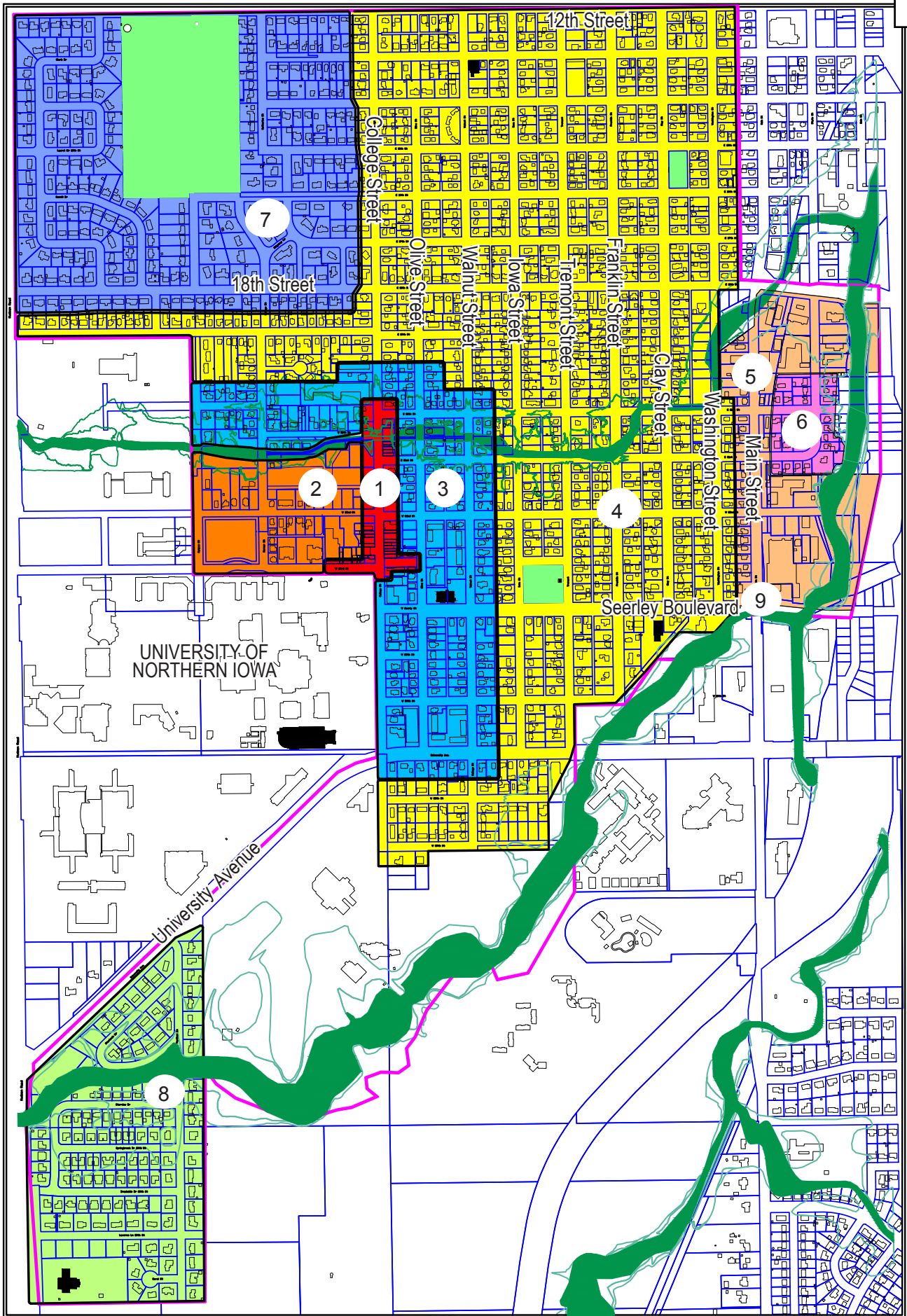
Small detached structures around a central green space, cottage courts can provide the feel of a detached home at a smaller scale. They may require oversize or atypical lots to fit within a neighborhood context.



### Accessory Dwelling Units

Apartments that are part of an owner-occupied property and can be configured over a garage, as a basement unit, or as a standalone structure. Although not currently permitted in Cedar Falls, ADUs can provide affordable housing, as well as financial assistance to the homeowner.





The College Hill study area is comprised of several sub-areas, all different in physical character, intensity, scale, and context. Based on the site analysis, market conditions, and community and stakeholder input, the team identified the following Character Areas.

In planning for future growth, these Character Areas provide a framework of intent for the scale of growth and change that is desired. To what degree should each area be maintained, evolve, or be transformed? The *Imagine College Hill Plan* begins to answer that question.

**1. Heart of College Hill:** College Street between 20th and 23rd Streets (and the adjacent half-block of each cross street)—the traditional College Hill business district. Under the *Imagine College Hill Plan*, the walkability of this area will be enhanced by: filling the gap between the Lower and Upper Hill with infill shopfront buildings, more usable public open spaces, and additional mixed-use opportunities. As streets are reconstructed in the future, this high pedestrian traffic area will have wider sidewalks, more street trees, improved pedestrian street crossings, and right-sized automobile lanes to enhance the walkability of the area.

**2. General College Hill:** Under the *Imagine College Hill Plan*, the area close to UNI between 20th and 23rd Streets and to the west of College Street will allow for growth with more intense buildings—street-oriented, multi-story (maximum 4 to 5 stories), and aligned along the back of the sidewalk or a small dooryard, depending on location. The new buildings would be primarily residential—but will permit a mix of uses (however, new retail will not be encouraged). During the charrette, there were some advocates for larger buildings (above 5 stories) in this area as opportunities for more intense student housing in proximity to campus and the nearby University residential towers. However, given the (slow) growth rate of Cedar Falls overall and anticipated enrollments at UNI, taller buildings may not be economically viable and could result in a net loss for the area, including:

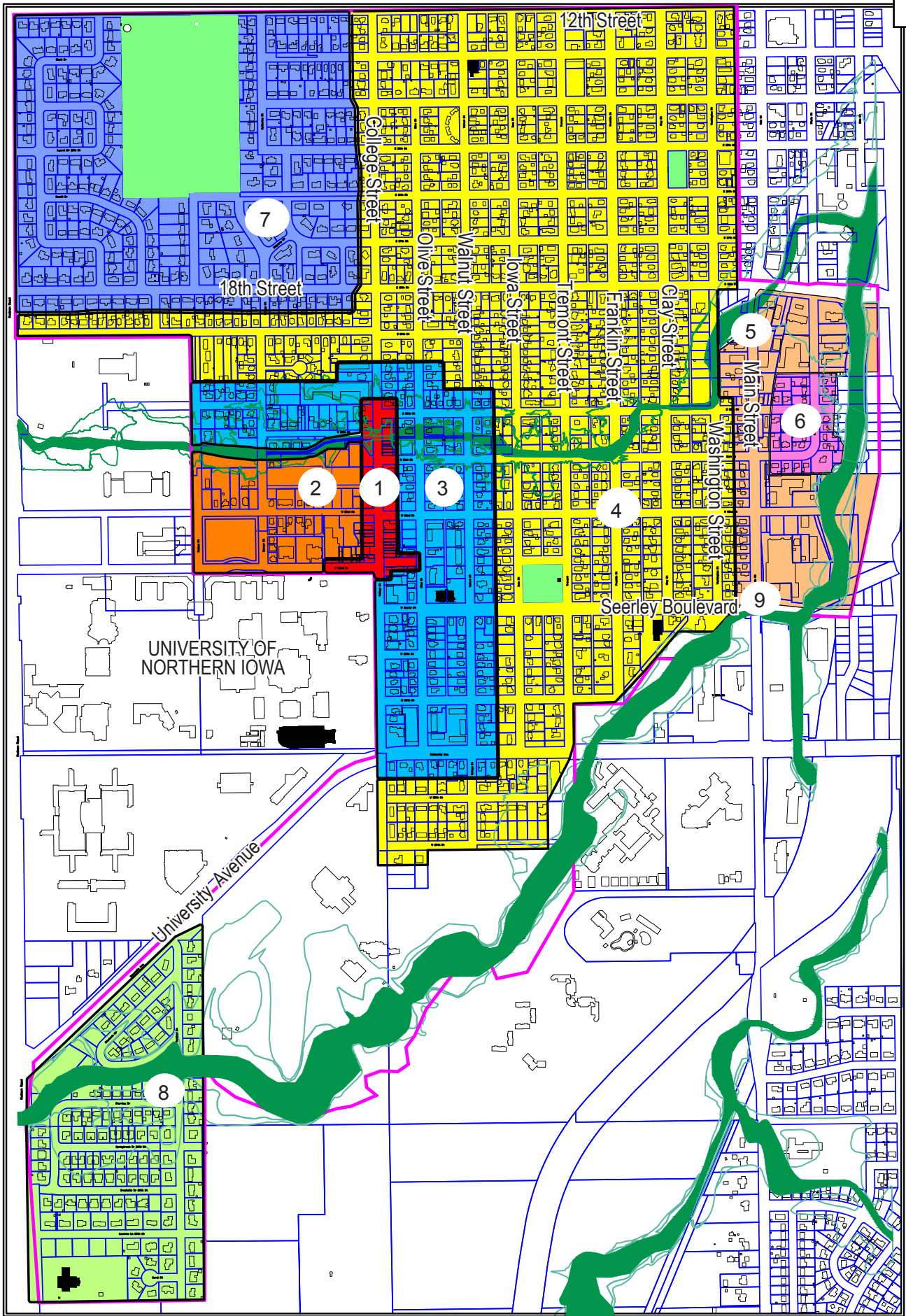
- Requiring more expensive construction types, thereby decreasing the affordability of the new units;
- Absorbing the demand for new growth on one or two sites, leaving other development sites to languish for a longer period of time;
- Increasing the costs to provide adequate parking (either in land area or in construction costs for structured parking);
- Creating an incentive for a developer to “cannibalize” another potential development site to provide the needed parking, creating an unfriendly pedestrian environment at the other site.

In general, it would be more economically beneficial to spread new development more broadly across this area of College Hill rather than concentrating it on one or two individual sites.

**3. University Neighborhood:** This is the close-in, primarily residential area immediately north of Dry Run Creek on the west side of College Street, and along Olive and Walnut streets, from 20th Street to University Avenue, on the east side. It currently includes a range of building forms, including medium to large apartment buildings as well as detached houses. This area serves as a transition from the business district and the University to the more single-family detached Seerley and Clay Street Park Neighborhoods. Under the *Imagine College Hill Plan*, new structures should be Missing Middle types; limited in scale with no more than four stories in height and 120 feet in frontage (façade length along the sidewalk). The buildings will be aligned, either along the back of the sidewalk or with small dooryards. Height and placement at the rear lot lines will also be limited, especially when adjacent to single-family houses in the neighborhood.

**4. Seerley Park and Clay Street Park Neighborhoods:** Residential neighborhoods of primarily single-family detached houses and duplexes, including numerous rentals. Careful incremental infill should be allowed—both more single-family and two-family detached houses at a scale that is sensitive to the existing houses, as well as accessory dwelling units (ADUs). Under the *Imagine College Hill Plan*, this area will be stabilized and enhanced. New structures will be no more than two-and-a-half stories in height and 60 feet in frontage (façade length along the sidewalk) with additional design, architectural and form standards to break down the building massing and require front yards that are consistent with the neighbors. Limiting the intensity allowed for new development will discourage the redevelopment of existing, viable, buildings. The development of vacant lots or derelict properties will be encouraged, but at a scale that doesn't stray far from that of the existing context. Policies and regulations will focus on leveling the playing field and creating a better balance between student renters, other renter households, and owner-occupied housing.





**5. Main Street Corridor (18th Street to Seerley Boulevard):** This portion of Main Street has a mix of detached houses, apartments, small commercial buildings, and semi-industrial uses. It appears and feels physically separate from the rest of the College Hill study area. The properties near 18th Street and near Seerley Boulevard are currently in a primarily highway-commercial form, and underdeveloped. Residents and business/property owners provided minimal input about the area during the *Imagine College Hill* visioning process (likely due to that physical separation). This area has the potential to redevelop under this plan as a mixed-use, walkable corridor with improved sidewalks and street trees; more intense, Missing Middle housing; and continuing heavy commercial uses.

**6. East of Main Neighborhood:** A pocket of single-family detached houses and duplexes, including numerous rentals, is tucked between Main Street and the Cedar River Trail. Under the *Imagine College Hill Plan*, this area will remain residential, with the potential to accommodate Missing Middle housing forms at a range of prices, attractive to a variety of households.

**7. Fairview Neighborhood:** Located in the northwest corner of the study area, this neighborhood is predominantly detached houses from both pre- and post-World War II. It is currently the most stable (has the highest percentage of owner-occupancy) in the College Hill study area. It is anticipated the neighborhood will remain much as it is today, with any infill being respectful of the surrounding homes.

**8. Southwest Neighborhood:** This area was developed more recently than the rest of College Hill. It is more auto-oriented, with a cul-de-sac, no alleys, and many front-loaded garages. Because there are few (if any) vacant lots and the houses are generally of a more recent vintage, and much of the area is constrained by the floodplain, near-term redevelopment is unlikely. However, due to the quality of construction (common in houses of this vintage) and high percentage of rental properties, this area could be transformed over the very long term if there is increased demand for a different type of housing within walking distance of UNI. Under the *Imagine College Hill Plan*, opportunities to improve pedestrian and bicycle connections across University Avenue should be explored.

**9. College Hill Gateway Seerley Boulevard at Main Street:** This gateway intersection provides access to College Hill for both drivers and bicyclists; however, the roadway configuration and development pattern leaves much to be desired. New development standards should encourage or require any new building to better define the street edge and public realm, creating an improved pedestrian environment and “sense of place” rather than the current highway strip commercial pattern. Two- to three-story buildings and a wide range of uses could be accommodated in this location, including a more urban version of the existing gas station in a “gas backward” form, as this plan illustrates.

*The following pages provide general parameters about specific building forms and street frontages for redevelopment in the study area. They describe the desired character of new buildings, their scale and placement on the lot, and details about the relationship to the street, including the range of variation in different character areas.*

# General College Hill Frontages

Item 17.



**Maximum Building Height:**  
4-5 stories\*

**Facade Transparency:**  
Ground floor 33-80%;  
Upper floors 20-70%

**First Finished Floor Elevation:**  
Minimum 0-3 feet, depending on use  
(residences at the street must be elevated)

**Permitted Projections:**  
Awnings, bay windows, shopfronts,  
balconies, and signs

**Ground Floor Ceiling Height:**  
Minimum 9-14 feet clear, depending on  
use and location

**Frontage Build-Out:**  
Minimum 65-75%\*

**Permitted Uses:**  
Ground Floor: Retail\*, Restaurant,  
Office, Residential  
Upper Stories: Office, Residential

**Minimum Private Open Area:** 15%  
of buildable area, at or above grade

**Sidewalk:** 6-8 feet (plus tree planting  
strip with pervious paving)

*\*varying with specific location and  
adjacencies*



This is the basic American “in town” street frontage, once typical in town and neighborhood centers across the United States. Multi-story buildings with closely spaced entrances and windows are lined up shoulder to shoulder behind the sidewalk, filling out the block-face.

This frontage will produce new street-oriented buildings. Required throughout the General College Hill character area, these buildings can accommodate a range of uses, including office or residential buildings, and/or mixed-use buildings, and allowing retail shopfronts in limited locations, with service access and parking lots in the block interior, accessed from the alley. Specific use and scale parameters will vary by location. Where adjacent to single-family residential areas, special setbacks and height restrictions will apply, to protect the existing neighborhoods.



# College Hill Storefront Frontage

Item 17.



The Storefront is the quintessential neighborhood “main street” frontage, with retail and restaurant uses on the ground floor and residences or offices upstairs. The overall building form is the same as the General College Hill frontage, but with large display windows across the ground floor facade and frequent entrances along the street.

This frontage will be required in the Heart of College Hill Area and permitted in some limited portions of the General College Hill and Main Street Corridor Character Areas.

*Imagine College Hill!*  
May 2021

**Maximum Building Height:**  
4 to 5 stories\*

**Facade Transparency:**  
Ground floor 50-90%;  
Upper floors 20-70%

**First Finished Floor Elevation:**  
At grade

**Permitted Projections:**  
Awnings, covered entrances, bay windows, shopfronts, balconies, and signs

**Ground Floor Ceiling Height:**  
Minimum 14 feet clear

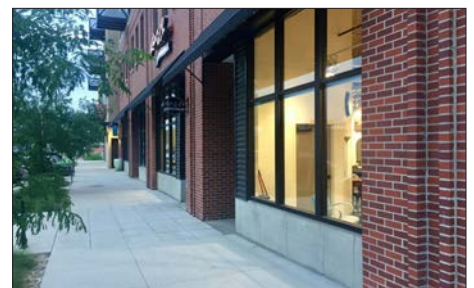
**Frontage Build-Out:**  
Minimum 85%

**Permitted Uses:**  
Ground Floor: Retail, Restaurant  
Upper Stories: Office, Residential

**Minimum Private Open Area:**  
10% of buildable area, at or above grade

**Sidewalk:** 8-10 feet (plus tree planting strip with pervious paving)

*\*varying with specific location and agencies*





- Maximum Building Height:**  
2.5 to 4 stories\* excluding basements
  - Facade Transparency:** 30-70%
  - First Finished Floor Elevation:**  
Minimum 3 feet, maximum 6 feet above sidewalk
  - Permitted Projections:**  
Bay windows, balconies, porches, and stoops
  - Ceiling Height:** Minimum 9 feet clear
  - Frontage Build-Out:**  
Minimum 50 to 75%\*
  - Continuous Facade Length:**  
Maximum 75 to 120 feet\*
  - Permitted Uses:**  
Residential, Home Office
  - Minimum Private Open Area:**  
15% of buildable area, at grade
  - Sidewalk:**  
5-6 feet (plus tree planting strip)
- \*varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The University Neighborhood frontages will fit comfortably within the existing context, with a range of residential forms, from detached houses up to the larger Missing Middle types. These frontages provide a physical transition between the more intense General College Hill and Storefront frontages and the surrounding, less intense Traditional Neighborhood frontages. It will allow some intensification of the UNI-adjacent neighborhoods.

These frontages generally have rear yards and parking accessed from an alley. The alignment of new building facades to the street and sidewalk will work with the existing context—the buildings may be placed close to the sidewalk with stoops, or further back with courtyards or front porches and small dooryard gardens.





**Maximum Building Height:**  
2.5 to 3 stories\* excluding basements

**Facade Transparency:** 30-70%

**First Finished Floor Elevation:**  
Minimum 3 feet, maximum 6 feet above sidewalk

**Permitted Projections:**  
Porches, bay windows and balconies

**Ceiling Height:**  
Minimum 9 feet clear

**Frontage Build-Out:**  
Minimum 50%

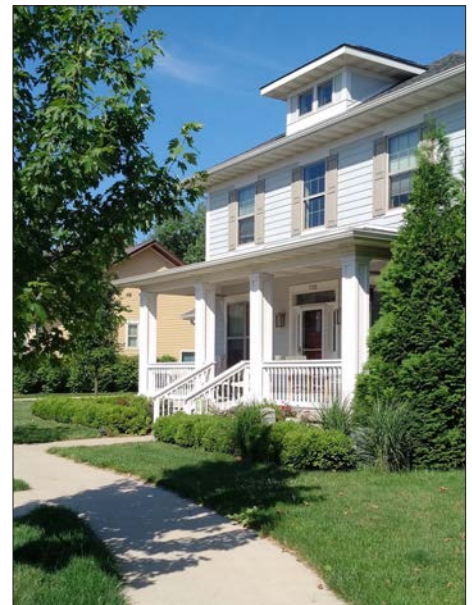
**Continuous Facade Length:**  
Maximum 56 feet (non-corner lots)

**Permitted Uses:**  
Residential, Home Office

**Minimum Private Open Area:**  
20% of buildable area, at grade

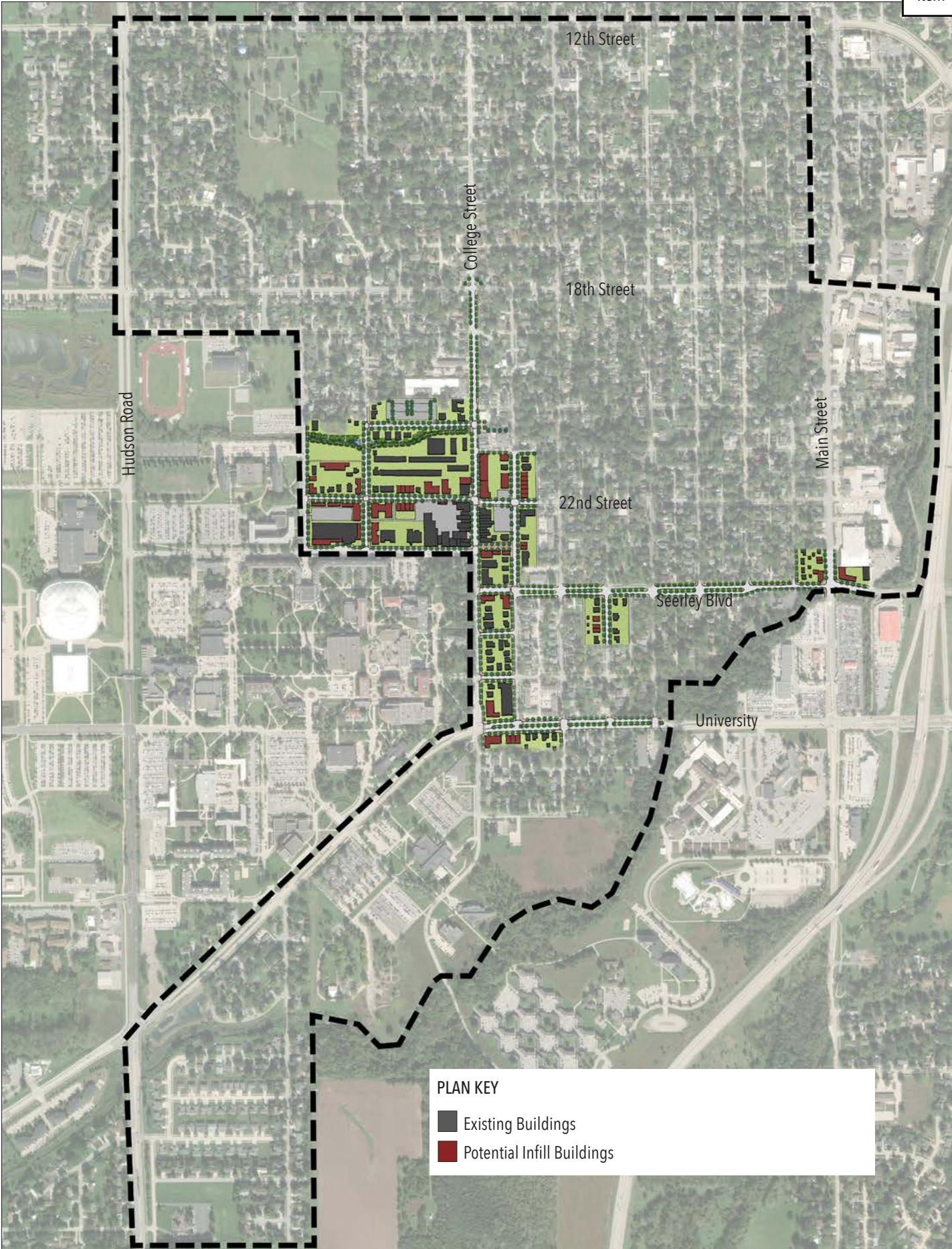
**Sidewalk:**  
4-6 feet (plus tree planting strip)

*\*varying with specific location. The half-story refers to allowing habitable space within the roof—an Attic Story*



The character and intensity of the Traditional Neighborhood frontage varies but is generally moderate, linked to the individual Neighborhood Character Areas. It is typically a detached structure—configured as either single or duplex buildings, with accessory dwelling units (ADUs) accommodated.

Any infill redevelopment should reflect the surrounding neighborhood context, both in scale and location on the lot. These frontages typically have front yards and often generous porches, with rear parking, accessed from an alley. The alignment of new building facades will be closely tailored to work with the existing houses along the block frontage.



# The Vision

*The Imagine College Hill Plan includes an illustrative master plan (at left and following page), showing prototypical redevelopment scenarios throughout the core/heart, incremental infill of neighborhood sites, and re-imagined College Hill streets. It is aspirational and provides a framework for future investment, growth and development. The focus is on the overall urban form and character of College Hill and adjacent neighborhoods rather than the design of individual buildings.*

This is a vision document, and it explores various “what if…” scenarios. It is built upon the public input from the hands-on session and further informed by the design team’s analysis. It illustrates urban design solutions within the Cedar Falls context that translate the “big ideas” from the citizens’ work into physical form.

The illustrative master plan shows one way in which redevelopment might occur in the core of the College Hill study area—a possible future build out of the area, assuming most underutilized parcels are redeveloped. It includes the expectation that most of the nearby neighborhoods will remain much as they are today, with emphasis on maintenance and stability and small scale infill respectful of the existing context. The plan assumes no time line, as the market generally determines the pace of growth and investment. It suggests where mixed-use (residential with commercial) makes sense, as well as areas that should be primarily residential.

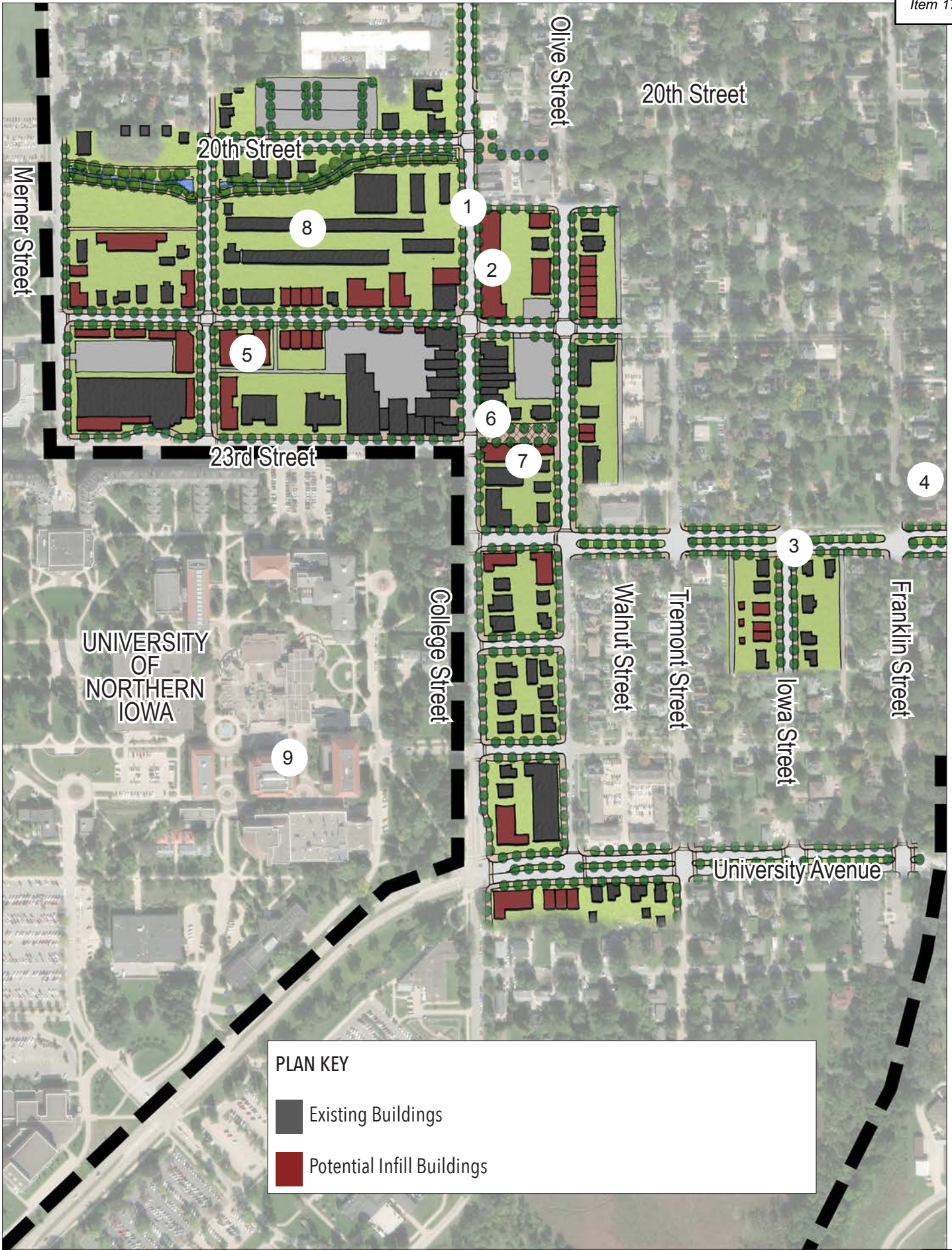
Charrette participants described a district where a limited variety of activities is currently possible, including living, working, and (primarily student) entertainment, all within close proximity. However, they expressed a desire for more—for broader shopping and dining options and better access to daily needs such as groceries and other activities. The district should be a place in which pedestrians and cyclists are safe, comfortable, and common. Bicycling and walking should be viable transportation options across College Hill and surrounding neighborhoods. This plan focuses on the urban design or overall form of the district. The buildings shown illustrate scale and character—there are multiple building designs that would fulfill the vision plan intent.

The economy and public infrastructure will play significant roles. How do you change the character of the public realm to make it more pedestrian friendly? What will it take to increase the number of residents needed to support a broader variety of retail and promote economic development? What will it take to encourage reinvestment in properties that have been allowed to deteriorate over time? Where are there opportunities for new public space? How do you improve the pedestrian and bicycle connections between College Hill, adjoining neighborhoods, the trail system, and Downtown? What needs to happen first? The pages that follow provide guidance and direction.

## College Hill Vision Plan Design Principles

1. Buildings are aligned and oriented to the Street: buildings and street trees provide a sense of enclosure, framing and defining the Public Realm (or Street-Space).
2. Buildings oversee the Street-Space with windows, doors, porches, and balconies: these “eyes on the street” contribute to safe and vital public spaces.
3. Buildings in the core occupy block corners (reducing the perceived pedestrian crossing gap and maintaining the Street-Space)
4. Buildings are designed for the city environment: buildings aren’t simply pushed closer together (that is sub-urban development) but are designed for the urban setting. Views are directed to the street and rear yard/garden, not into the neighbor’s property.
5. Vehicle parking, garbage, and mechanical equipment, should be kept away from the Street-Space.
6. Reconnect or expand the street grid with a small block pattern whenever possible—always preserve existing streets and alleys.





**PLAN KEY**

- Existing Buildings
- Potential Infill Buildings

The pages that follow illustrate several “what if” redevelopment scenarios to further explore what is shown in the Illustrative Plan (at left) in specific locations, at the scale of both buildings and streetscapes. For any of these scenarios there are several different building design possibilities, both in configuration and architectural style. The images are intended to provide a sense of an appropriate scale, massing, and siting.

- 1. Visualizing Change: Reconnecting Upper and Lower Hill**
- 2. Prototypical Project: Mixed-Use Buildings along College Street**
- 3. Prototypical Sites: Neighborhood Stability through Infill**
- 4. Visualizing Change: A Gateway to College Hill** (Seerley Boulevard & Main Street)
- 5. Prototypical Sites: Intensifying Housing along 22nd & Merner Streets**
- 6. Visualizing Change: A New Plaza at 23rd & College Streets**
- 7. Prototypical Project: Mixed-Use along 23rd Street**
- 8. Prototypical Project: Re-Imagining Hidden Valley**

# 1. Visualizing Change: Reconnecting Upper and Lower Hill

Item 17.

College Street within the Imagine College Hill Plan study has been rebuilt over the past ten to fifteen years. This is a long term visualization—and the increments of redevelopment illustrated may occur in a different sequence, dependent on potential zoning updates, market conditions, and future investment decisions by both the private and public sectors.



## Existing Condition

Looking north up College Street, away from the University, toward the Lower Hill. Although the existing businesses are viable, this is a stark pedestrian environment. It is hard to imagine walking from this location at 22nd and College Streets one block to 21st Street, much less all the way to Pettersen Plaza and the businesses near 19th Street. The trip would require walking past several “missing teeth” created by vacant lots, surface parking, a gas station, and buildings setback from the street. The sidewalks from the University to 18th Street are irregular; they are interrupted by numerous driveway curb cuts, in addition to the street intersections, and have limited shade.



## New Public Infrastructure

Public investment in infrastructure begins to re-shape the environment. The second image includes wider sidewalks with fewer curb cut interruptions, pedestrian-scale street lighting, proper planting areas for street trees, and narrower travel lane widths with bulb-outs, decreasing the pedestrian crossing distances. The public realm is improved for both pedestrians and automobile drivers.



## A Sense of Place

The third and fourth images illustrate increased private sector investment. Underutilized sites are redeveloped with street-oriented, multi-story mixed-use buildings. The street is more welcoming for pedestrians and cyclists. Residents and office workers support a broader range of shopping and dining opportunities along the length of College Street, which in turn brings more potential customers—students and townspeople alike.





## The College Hill Vision in Full

In this view, all four corners of the intersection are developed, fully defining the street edges and providing a sense of enclosure, creating an outdoor room where there was none before. Pedestrian crossing distances are shortened. The street is multi-modal, with pedestrians, cyclists, and vehicular traffic sharing the space.

With the addition of viable street trees, improved sidewalks, bicycle facilities, and active building frontages, College Street is reclaimed as a “people place” and one can imagine walking from the gates of the University to the Lower Hill.

A comfortable and inviting public realm provides an excellent place for working, shopping, dining...*and living*. This is a street that is “good for business” and inviting to UNI prospective students—an incentive for even more private sector investment.

## 2. Prototypical Project: Mixed-Use Buildings along College

Item 17.



Existing conditions—College Street at 22nd Street, view to northeast



Existing conditions -- College Street between 21st and 22nd Streets, view to southeast



Mixed-use buildings with active street frontage—improving the pedestrian realm and reconnecting Upper and Lower Hill

**Vision: Mixed-use Buildings**  
(to define the pedestrian realm and help reconnect the Upper and Lower Hill)

This prototypical redevelopment involves multiple parcels along College Street. It could be completed all at once, with separate owners working together; or over time, with owners redeveloping independently of one another.

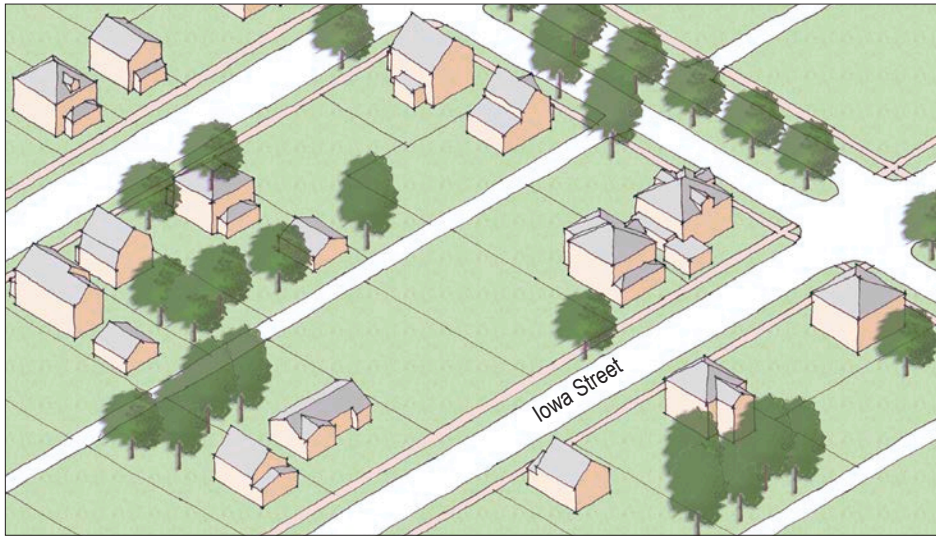
The buildings would include active ground floor space fronting the sidewalk on College Street (accommodating the existing business operating in this location). Parking is behind and under the building. A drive-through facility could be maintained, if designed carefully and located away from the corner of 22nd and College Streets.

Although upper story uses could be flexible, the current market would likely demand/prefer residences, which would provide needed foot-traffic along College Street to support shops and restaurants throughout College Hill.

As illustrated, the ground floors could include retail storefronts as well as support functions (such as lobbies, mail rooms, and management office) for the residential units above. The smaller building at 22nd and College would include 18 two-bedroom, 1000-square foot units on the upper levels; the larger building at 21st and College would include 33 two-bedroom units of the same size. These site layouts could accommodate 40 surface and covered parking spaces under the back of the building on the northern lot and 19 surface spaces on the rear of the southern lot (which would provide an on-site ratio of .5 spaces per bedroom.)

### 3. Prototypical Sites: Neighborhood Stability through I

Item 17.



#### Existing Condition

Two adjacent, vacant mid-block parcels with rear alley. They are of typical size for most of the older College Hill study area neighborhoods.



#### Context-Sensitive Infill

Vacant lots developed with a single-family house and a duplex, oriented to the street with front porches, similar in scale to the surrounding homes. Small structures at the back of each lot are detached garages accessed from the alley with potential for ADUs above.

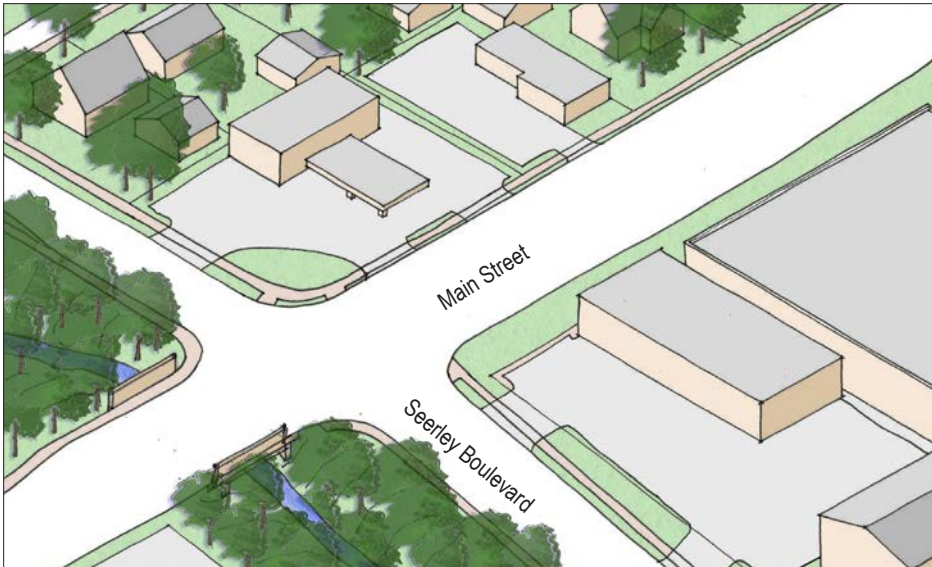
#### Vision:

The neighborhoods surrounding the heart of College Hill are some of the oldest and most dense in Cedar Falls. The house styles span most of the 20th century; however, until the most recent decades, the overall form and massing was consistent. They were street-oriented, commonly with small front yards and front porches, and rear-loaded garages accessed from alleys. There have always been boarding houses close to the university, but their scale and character were compatible with the surrounding neighborhoods.

There are a few empty parcels remaining in the neighborhoods adjacent to College Hill, as well as a few houses that have reached a level of disrepair that complete redevelopment of the lots may be warranted. In these areas, particularly further from the campus, new housing (whether detached single-family homes or smaller-scaled missing middle forms) should be designed in a context-sensitive manner. Where alleys exist, rear-loaded garages should be required, eliminating curb cuts and reducing conflict points between vehicles and pedestrians. This site configuration improves neighborhood walkability. The pedestrian realm is defined by houses, front yards, and sidewalks, rather than driveways and garages.

## 4. Visualizing Change: A Gateway to College Hill

Item 17.



Existing condition: view to the northwest

### Existing Conditions:

The intersection of Main Street and Seerley Boulevard was identified by charrette participants as one of the gateways to College Hill (and UNI) from Downtown and the river trail. In its current form, it leaves much to be desired. The buildings on the corner parcels do not address the street or define the public realm. Rather than creating a sense of entry to the neighborhood, the area appears to be a location that drivers simply pass through on their way to somewhere else. Most other commercial buildings along the Main Street corridor are auto-oriented as well. The existing crossing marks are worn and difficult to see.



Improved crossings for pedestrians and cyclists

### Improved Pedestrian and Bicycle Connections:

Crosswalks should be repainted and pedestrian signals installed, providing drivers with a visual cue that this is a multi-modal area. Additional, long-term changes could include extending the recommended lane reconfigurations for Main Street in the *Imagine Downtown Plan*.



New "placemaking" gateway development

### A New Gateway:

When the market supports redevelopment, new buildings should be street-oriented, of a scale to assist in defining the public realm of Main Street and create a "sense of arrival" at the intersection with Seerley Boulevard. Current uses could still be accommodated, such as the "gas-backwards" shown here on the northwest corner, with the building at the corner and pumps behind, shielded from adjacent homes by masonry garden walls. The driveway curb cuts are a safer distance from the intersection.

## 5. Prototypical Site: Intensify Housing at 22nd & Mer

Item 17.



Existing conditions: older houses converted into student apartments



Prototype 1: 22nd Street lots individually redeveloped as row houses or stacked flats



Prototype 2: When lots are consolidated, more intense redevelopment, such as medium-sized apartments, is possible



All: A mix of redevelopment types and intensities is possible, as above

One of the consistent ideas heard during the charrette was to intensify student housing closer to the University, particularly in those areas unlikely to convert back to single-family houses. This could be achieved through a couple of different approaches: “missing middle” house forms, redeveloped incrementally by individual owners, or with minimal lot consolidation; or alternatively, with greater lot consolidation, medium-sized apartment buildings, more similar in scale to the surrounding dormitories.

### Prototype 1: Rowhouses or Stacked Flats.

Existing lots can each be individually redeveloped as three- to four-story buildings, facing the street with small front yards, and private backyards. Surface parking or detached garages accessed from the alley.



### Prototype 2: Apartments.

Street-oriented residential buildings of a moderate scale, with a courtyard entrance or shared rear yard. Parking is accessed from the alley, in a combination of surface lots and “tuck under” spaces at grade in the building rear.

### Building Height/Intensity and Parking

The prototype buildings shown here are of modest heights, illustrating typical building square footage that could also accommodate reasonable parking demand on-site without requiring a parking “ramp” above or below grade. As illustrated, these building heights and parcels can accommodate approximately 54 parking spaces on-site, or .75 spaces per bedroom, which is lower than current minimum parking standards. In order to intensify student housing, a new approach to providing and managing parking on College Hill will be necessary. (see p. 21). Building heights above 5 stories require a different and more expensive construction type as well as much more parking—often making taller structures cost prohibitive. (For more on required minimum parking ratios, see the Appendix.)



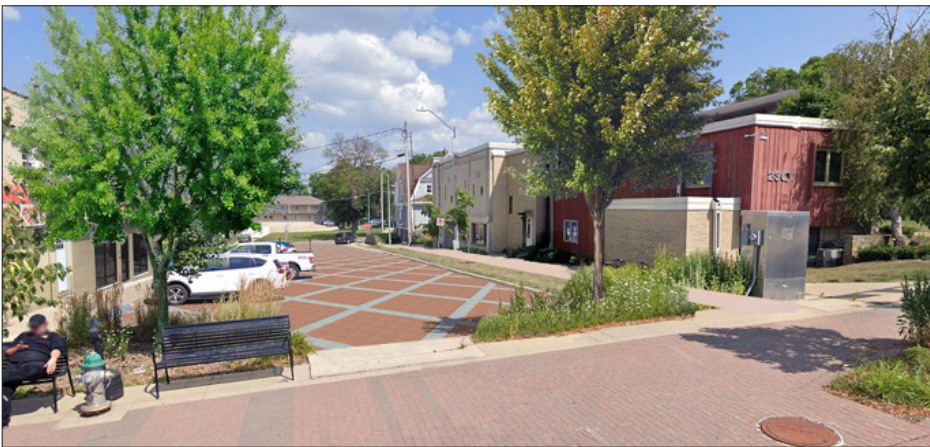
## 6. Visualizing Change: A New Plaza at College & 23rd

Item 17.



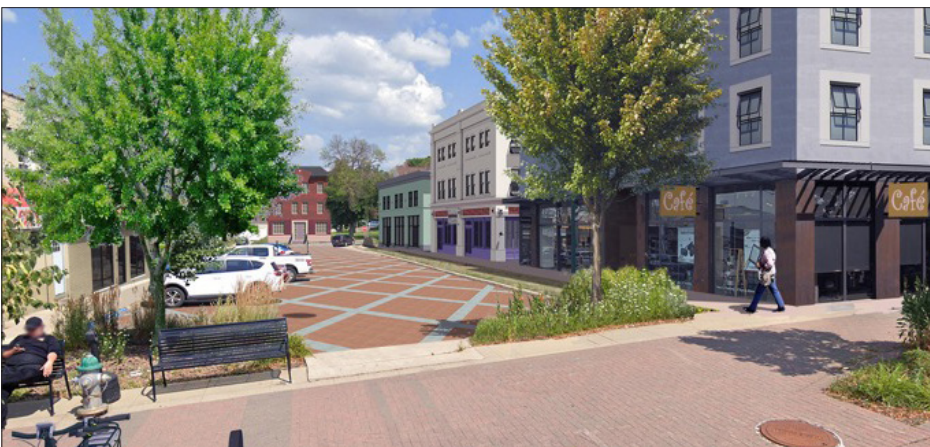
### Existing Condition

View toward the east, looking down 23rd Street, from College Street to Olive Street. Since it is blocked off on the west end, with no vehicular access to College, this block of 23rd basically functions as a parking lot today. Located at the “front door” to the University of Northern Iowa, this area is a missed opportunity. The existing buildings on the south side of the block are in need of repair and contribute little to the public realm. The vista is terminated by a vacant lot.



### Public Investment & Private Redevelopment

The next image shows the same block beginning to take on a new character, through street repaving or color treatment and sidewalk widening.



The bottom image illustrates the public and private sectors working together. Utilities have been buried under ground. Obsolete buildings have been replaced with new street-oriented, mixed-use buildings along 23rd Street. The eastern vista has been terminated by a new small apartment building, helping to provide a sense of enclosure, creating an “outdoor room.” Shopfront spaces help to activate the new flexible public plaza as 23rd Street begins to feel like a “people place.” This redevelopment could be undertaken separately by individual property owners, or all at once, through a coordinated effort.



## Street Trees

Following building construction, the streetscape is completed, including the installation of pedestrian-scaled lighting. New street trees add shade in summer and help to provide human scale to the public realm year round, contributing to the pedestrian environment.



## Full Vision:

Investments in the public realm and private property combine to create a great new flexible festival street or plaza. While 23rd Street continues to provide needed parking on a daily basis, it can also accommodate outdoor dining or easily be converted into a unique space for activities such as the farmers' market or other special events. The buildings could house a range of uses. In addition to ground floor retail, the upper stories could be university offices, a small boutique hotel, or residences. The location—in the Heart of College Hill, immediately across from the UNI gate, and a short walk from the transit hub parking ramp—is ideal for creating an inviting destination shared by town and gown alike.

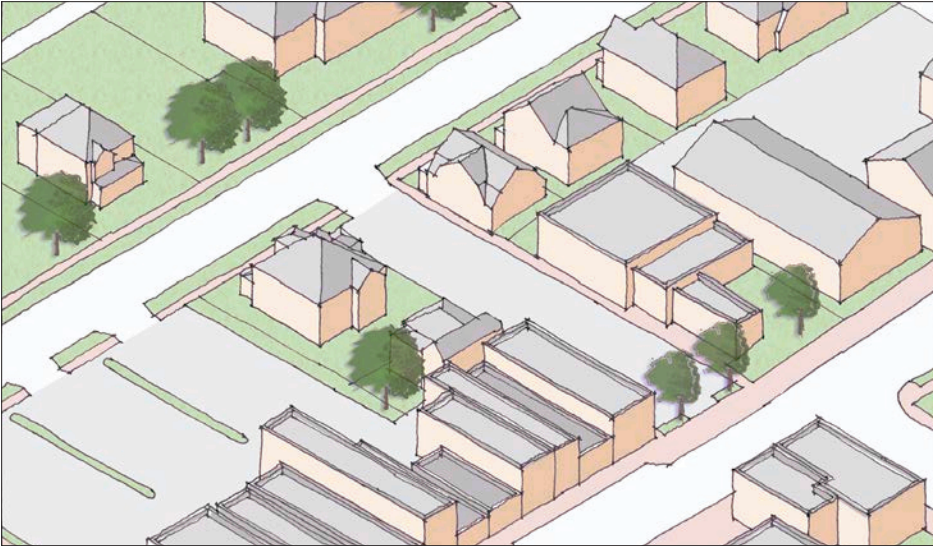
## Creating the Plaza Space

In the near term, there are several possible techniques for creating the surface for a flexible plaza or festival street, to make it visually attractive while also durable and safe for vehicles and pedestrians alike. One option is through the use of a stencil and stain method to create a pattern on the street surface, as pictured at right.



## 7. Prototypical Project: Mixed-Use along 23rd Street

Item 17.



### Existing Condition

View toward the southeast, looking from College Street to Olive Street. 23rd Street has been closed at College Street and therefore no longer carries through traffic, serving primarily as a parking lot. Located in a prime location in the core of College Hill across from the University of Northern Iowa, the buildings on the south side of 23rd are in need of repair and contribute little to the vitality of the street.



### Redevelopment Scenario

In this option, the parcels on the south side of 23rd Street are redeveloped individually as separate mixed-use buildings with ground floor shopfront spaces. The upper floors could include residences, offices, or some other UNI facility. The street has been converted into a flexible plaza space, as described previously. A small apartment building has been constructed on the vacant lot on Olive Street at the east end of 23rd.



### Alternative Scenario

In this option, the parcels on the south side of 23rd Street closer to College Street are redeveloped in combination, accommodating a building of a slightly larger scale and character. Street level spaces would still be configured for retail or restaurant uses, but the larger floor area on the upper stories could provide greater flexibility for a broader range of uses.

## 8. Prototype Project: Re-imagining Hidden Valley

Item 17.



### Existing Condition: Built Environment

The block between 22nd, 20th, College and Merner Streets sits in the Heart of College Hill yet it is markedly different from the normal College Hill blocks that surround it. It is much larger, with a suburban arrangement of buildings and parking lots that do not support the *Imagine College Hill* vision of a vibrant, walkable neighborhood center.

Small blocks are a base condition for walkable places, yet this block has a 2,497-foot perimeter, while the typical College Hill block perimeters range from 993 to 1,400 feet. Although buildings along the 22nd Street side front the street in a normal manner, the rest of the block is an ad hoc arrangement of parking lots, suburban building types, and light industrial warehouses, with no clear fronts or backs. Reportedly more difficult to police than adjacent blocks, the land is underutilized, and the development pattern is anti-pedestrian. The buildings turn their backs (and parking lots) to the surrounding streets and to Dry Run Creek. The functions within the block—student housing and parking, a maintenance facility, a gas station and convenience store—are fine. It is the physical form and character that work against the vision for College Hill.

Fortunately there are positive steps that can be taken that will increase private property values, increase economic development, and improve the city tax base.



*Imagine College Hill!*  
May 2021

# Re-imagining Hidden Valley (continued)



Dry Run Creek and the new reduced floodplain and floodway



Multi-use path and greenway along Dry Run Creek (above) and "green" parking lot (below)



## Existing Condition: Floodplain

The Dry Run Creek floodplain and floodway have been reduced by the City's infrastructure improvements. Unfortunately, however, much of the land on 20th Street between Campus Drive and College Street remains in the reduced floodplain, with its development potential compromised.

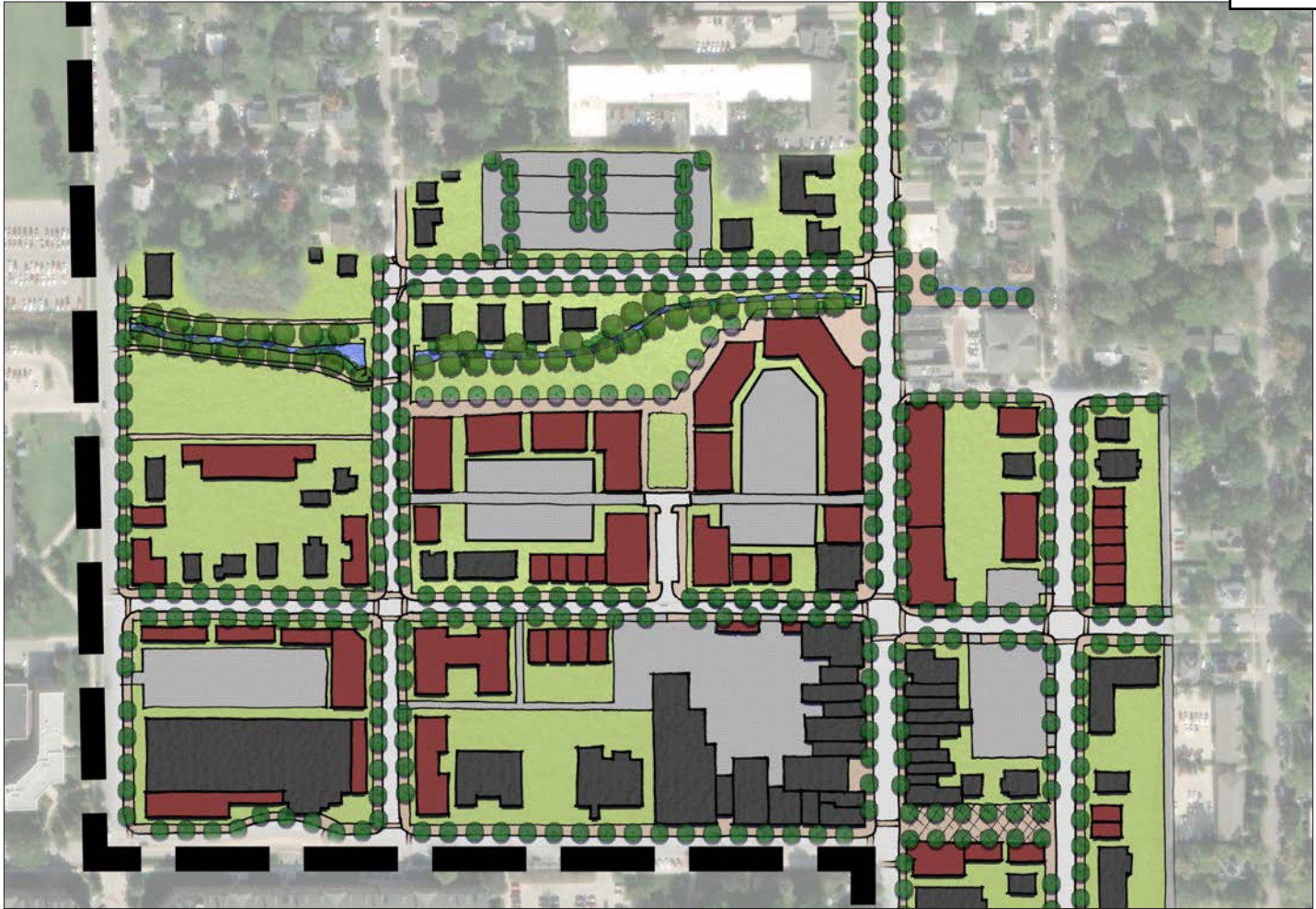
## Vision: A "What if..." Scenario

### • Near Term-Step One:

Coordinate with UNI to build (and plant) a positive pedestrian and bicycle connection along Dry Run Creek from Campus Drive to College Street and use the floodplain between College and Merner as a public space. This will turn what is currently just stormwater infrastructure and unbuildable floodplain into an attractive public greenway. (Although there are plans to improve the sidewalks along 22nd Street, the existence of the "desire path" in this general location indicates that students are likely to continue to take the shortest route to the Lower Hill.) The drawings propose a multi-use path running along the creek between Merner and College Street, extending to Campus Drive to the west, with canopy shade trees planted along it. This will offer a more public, well-lit, and safer connection from the University residence halls to the shops of College Street. It will also complement the current plan to extend the pathway from Pettersen Plaza eastward to Olive Street.

### • Near Term-Step Two:

This plan proposes the use of several parcels in the floodplain on the north side of 20th Street between College and Merner Streets as a carefully designed and environmentally sensitive "green" parking lot. The spaces would provide a 'parking sink', accommodating parking that would otherwise be required on redevelopment sites closer to the UNI campus and College Street. The lot would be shielded from the street with trees and hedges and it could provide bio-swales or rain gardens that would assist with stormwater management and provide bird and pollinator habitat.



Redeveloped Hidden Valley

• **Long Term–Step Three:**

Fortunately, the land within this block is underutilized and redevelopment into a form more supportive of the *Imagine College Hill* goals can generate extra value for the landowners. The illustrative vision plan, above, shows new 3- to 5-story apartments buildings along the perimeter of the block, defining the street edge, and helping to reconnect the Upper and Lower Hill along College Street. Along Dry Run Creek, the buildings oversee a new 3/4 acre greenway that sits in the floodplain and includes a 20-foot wide pedestrian/bicycle ‘street’ (no auto traffic) that fronts the new buildings.



The preceding pages illustrate potential redevelopment projects that show one way in which the *Imagine College Hill Vision Plan* might be implemented over time. Each example—whether *Visualizing Change*, a *Prototypical Project* or a *What If...* scenario—addresses one or more of the plan goals and recommendations. Those goals and recommendations are based on a synthesis of stakeholder interviews, site and market analysis, and community aspirations gathered during the course of the *Imagine College Hill Project*. Similar redevelopment projects could be undertaken in other locations within the Imagine College Hill study area.

The timing of plan implementation and sequence of redevelopment projects will depend on public, private, university, and non-profit sector involvement, decision-making, and investment, within the context of the local Cedar Falls market. This should be viewed as a long-term effort; some ideas may be implemented sooner than others. As new projects are proposed, they should be evaluated based on how well they fulfill the following.

## SUMMARY OF PLAN RECOMMENDATIONS

See the *Executive Summary* on pp. 2-4 for a brief description of each.

- Build on the work of the College Hill Partnership
- Define the public realm with active building facades, improved sidewalks, and additional street trees
- Ensure that future street and sidewalk rebuilding enhances walkability
- Support a multi-modal environment
- Understand the market—particularly as it relates to student housing, new construction, and parking—to leverage opportunities for growth on College Hill
- Create gateways to College Hill to provide a sense of arrival
- Explore opportunities for new/improved public spaces
- Adjust the rules for development (and parking)
- Recognize that College Hill (and nearby neighborhoods) play a unique role within Cedar Falls and warrant a different approach
- Create a better process for development review and approval
- Establish a true bicycle network
- Coordinate parking supply management

# NEXT STEPS

The **Imagine College Hill Project** was initiated not only to establish a road map or framework for future growth and development, but also to provide inspiration for the quality and character of that development. The ideas presented in this plan will be implemented in partnership between the City, the private and non-profit sectors, and the University—and at the behest of the citizens of Cedar Falls. Each group has an important role to play. Some tasks are already underway, while others can be undertaken in the near-term, with others requiring more time (depending on the completion of prior tasks, market conditions, etc.) to be implemented over the medium- and long-term.

## Recommended initial steps to implement the *Imagine College Hill Plan*

- Adopt new zoning for the entire College Hill Study Area, with the express purpose of plan implementation and an emphasis on a streamlined process and the appropriate form and character of new development.
- Move forward with plans to improve walkability and expand public spaces, including the completion of the sidewalk network, planting of street trees, and creation of new publicly accessible plazas and green spaces in accordance with this plan.
- Continue implementing the Parking Study strategies.
- Consider a defined parking district for the core character areas to better manage the available on-street parking in the plan area.
- Encourage greater collaboration between the City and University to create a true “car free” neighborhood through the recruitment and support of more diverse businesses and transportation options.

Implementing the *Imagine College Hill Plan* will require cooperation and collaboration between all involved. The city can write the rules and provide the infrastructure, but it will require private sector investment to build the compact, mixed-use walkable neighborhood center envisioned by the community. The updated zoning and new development review process should make it easy for people who meet the new standards to build the community vision for College Hill.



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# APPENDIX

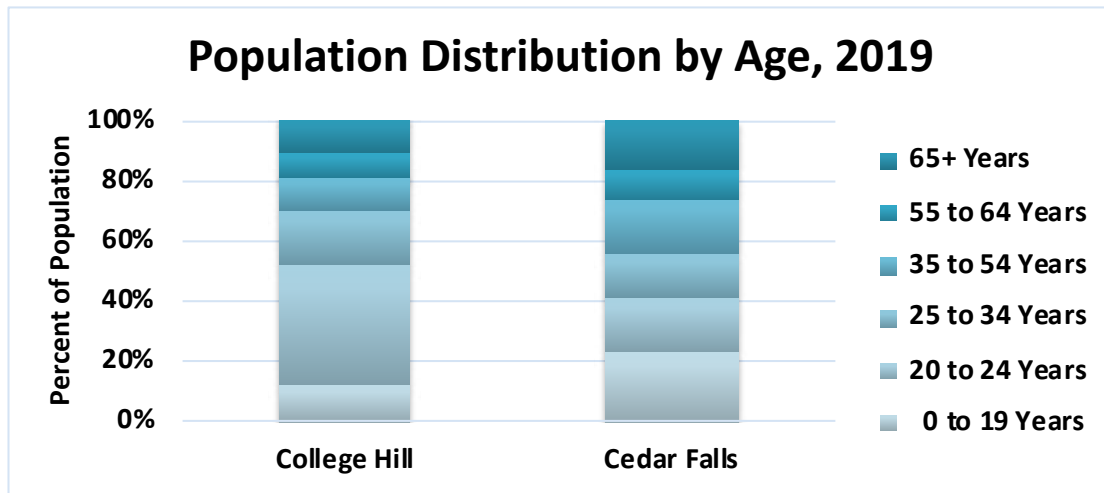
The following documents and studies were produced during and in support of the **Imagine College Hill Visioning Project** process.

• <b>Market Considerations Report</b>	<b>62</b>
• <b>January 2020 Project Kick-Off Event</b>	
○ <b>Visual Preference Exercise Tally</b>	<b>70</b>
○ <b>Strength &amp; Weakness Maps</b>	<b>73</b>
○ <b>Attendee Survey Results</b>	<b>78</b>
• <b>Virtual Charrette Student Survey Results</b>	<b>80</b>
• <b>October 14 Virtual Charrette Work-in-Progress Presentation Survey Results</b>	<b>87</b>
• <b>Residential Parking: Required Minimum Ratios</b>	<b>89</b>
• <b>College Hill Vision Plan Public Review Draft – Web Survey Results</b>	<b>90</b>

## Demographics

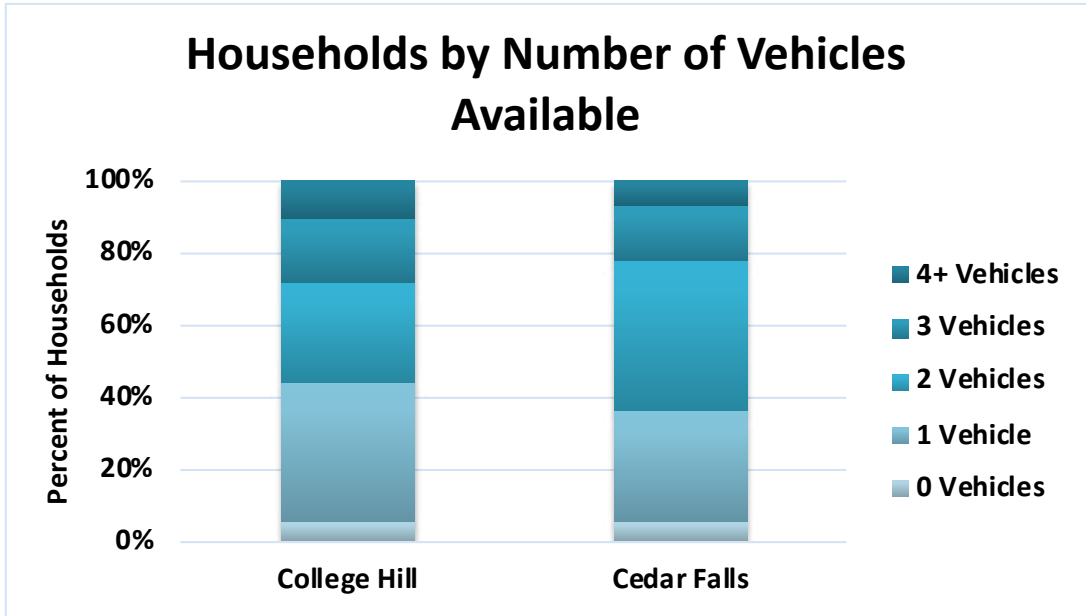
College Hill has remained very stable over the past 20 years when measured in terms of population and household counts. The study area had 2,589 residents in 2019 living in 2,009 households according to ESRI, a national demographic data provider. That represents an increase of 59 people (1.1 percent) and 62 households (3.2 percent). During the same period, Cedar Falls grew by 4,938 residents (13.6 percent) and 2,641 households (20.5 percent).

As one would expect, the student population is concentrated in College Hill – 39 percent of residents were aged 20 to 24 in 2019 as compared with their 18-percent share of citywide population. Another 18 percent of College Hill residents are 25 to 34 relative to 15 percent of city residents, reflecting graduate students and other older students as well as young families.

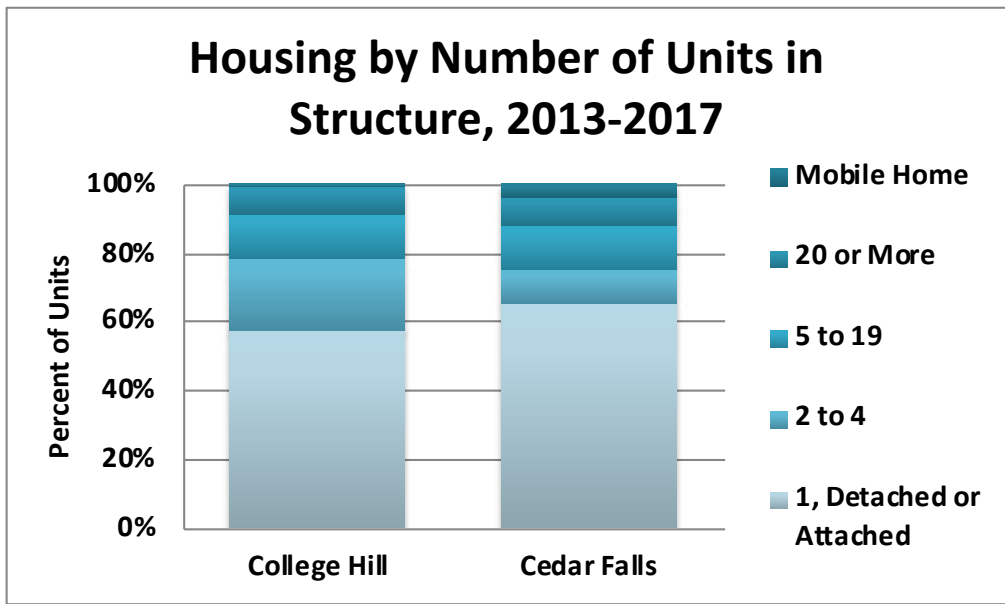


With that concentration of students, the nature of College Hill households is different with just less than one-third of its households in families as compared with 55 percent of city households. The median age of 24.3 is significantly lower than the 30.6 median age citywide. Household incomes are distinctly lower in College Hill – a median income of \$39,665 versus \$59,519 in the city. Renters represent 58 percent of College Hill households and 36 percent of city households.

College Hill residents are somewhat less dependent on driving alone to get to work; 11.1 percent walked to work and 1.9 percent bicycled or motorcycled in 2019 as compared with 8.5 and 1.6 percent of the city’s employed residents, respectively. However, both groups still were much more likely to drive alone – 78.7 percent of College Hill residents and 81.2 percent of Cedar Falls residents. Car ownership was somewhat different as well.



College Hill has more than twice as many housing units in buildings with two to four units (22 percent) than elsewhere in Cedar Falls (10 percent). This can be explained by the extensive dividing of large older single-family homes and former boarding houses into multiple apartments for students.



To some extent, using statistics for all of College Hill obscures the distinctions within the study area. Looking at subareas within College Hill underscores the variations between student neighborhoods near the campus and more established single-family neighborhoods.

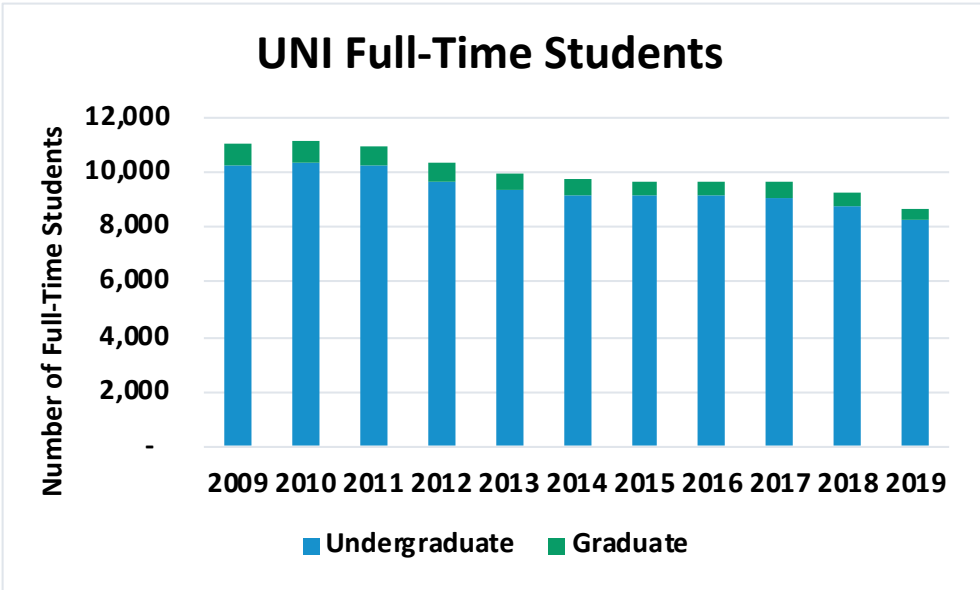
Table 1. Selected Characteristics of College Hill Neighborhoods						
Indicator	18th to 23rd Street Next to Campus	North of 18th Street	Seerley Park Neighborhood	South of 26th Street	Total College Hill	Cedar Falls City Total
<b>Selected Characteristics</b>						
Percent Families	20%	53%	30%	27%	35%	55%
Median Age	23.1	31.6	23.4	23.5	24.8	30.6
Median Household Income	\$24,101	\$65,462	\$33,360	\$29,598	\$39,665	\$59,519
Percent Renter	77%	29%	67%	70%	58%	36%
Median House Value	\$180,357	\$178,383	\$158,209	\$192,188	\$172,360	\$199,035

Source: ESRI, 2020; Partners for Economic Solutions, 2020.

The northern portion of College Hill (bounded by 12<sup>th</sup> Street, Washington Street, 18<sup>th</sup> Street and Hudson Road) is markedly higher in incomes with a significantly lower share of renters than in other parts of College Hill closer to campus.

### University Trends

College Hill’s dynamics and market potentials depend heavily on the number of University of Northern Iowa students on campus. Student enrollments have dropped significantly over the past seven years due to changes in on-campus programs, increasing competition from the University of Iowa and Iowa State University, demographic changes in the number of college-aged students, a declining number of international students and low unemployment. Total UNI enrollment has fallen from 12,273 in 2012 to 10,497 in 2019 – a 15-percent drop. During that same period, the number of students enrolled in college nationwide declined 11 percent, according to data from the National Student Clearinghouse Research Center. Over the last five years, UNI enrollment has dropped by 12 percent, and 2019 saw a 6-percent decline from the preceding year. Due to the effects of the COVID-19 pandemic, Fall 2020 enrollment is down to 9,522. That represents a 7-percent decline in full-time enrollment. However, the freshman class is larger than last year’s class, and some students have delayed starting until the Spring semester.



Going forward, the demographic picture looks less promising with a national drop in college-aged students. However, the Iowa Department of Education has documented the number of high school students in schools across the state. It projects the number of seniors increasing for the next seven years until the Class of 2028, which is likely to be four-percent smaller than the Class of 2027.

The University has responded with an increase in new scholarships, a renewed focus on constraining increases in tuition and fees, increased recruitment of out-of-state students and greater emphasis on student retention and graduation.

## Housing Market

Student housing, as defined by the real estate industry, typically rents by the bed rather than by the unit with each individual responsible for his or her own rent rather than being responsible for roommates' rent as well. Cedar Falls has three key student housing developments:

- Hidden Valley Apartments developed in 1993 has 273 beds in 102 units on College Street between 21<sup>st</sup> and 22<sup>nd</sup> streets. In 2019, CoStar, a national real estate data provider that owns Apartments.com, reports that Hidden Valley units rent for \$345 per bed. Amenities include a small fitness center and stand-up tanning.
- Located west of Hudson Road on 27th Street, The Quarters at Cedar Falls offers 450 beds in four-bedroom apartments built in 2001 for \$435 per bed. The complex offers a fitness center, basketball court, clubhouse, game room, racquetball court, spa, volleyball court and walking/biking trails.
- Hillcrest Park provides 528 beds in 132 units built in 2003 on University Avenue one mile from the western edge of the UNI campus. Its amenities include a basketball court, courtyard and volleyball court. Rents average \$380 per bed.

In comparison, UNI on-campus apartment rents are \$709 to \$879 per month with no obligation to pay rent over the summer.

Of course, students live in many other apartment buildings and houses throughout College Hill. CoStar tracks six larger buildings with a total of 114 units. The rents for those units average \$798 per month or \$1.18 per square foot. Rents range from \$649 for a studio apartment to \$691 for a one-bedroom unit, \$949 for a two-bedroom unit and \$1,500 for a three-bedroom unit. As of September, the units were 98.5-percent leased. Historically, these developments have maintained high occupancy rates, well above the 95-percent rate typically considered healthy. Some of the older units that have not been updated took much longer than normal to lease due, in part, to the uncertainty associated with the pandemic and the overall decline in UNI enrollment, and others remain vacant.

Urban Flats, located at 2015 Olive Street and 917 W. 23<sup>rd</sup> Street, have been built next to campus in 2018 and 2020 with rents from \$900 for a one-bedroom unit to \$2,200 for a large four-bedroom unit. The rents of \$1.25 to \$1.65 per square foot top the market.

Zillow lists multiple houses available for rent at \$1,500 to \$1,600 for four bedrooms and \$1,295 to \$1,290 for three bedrooms close to campus. A few blocks further away, monthly rents drop by \$100 to \$300.

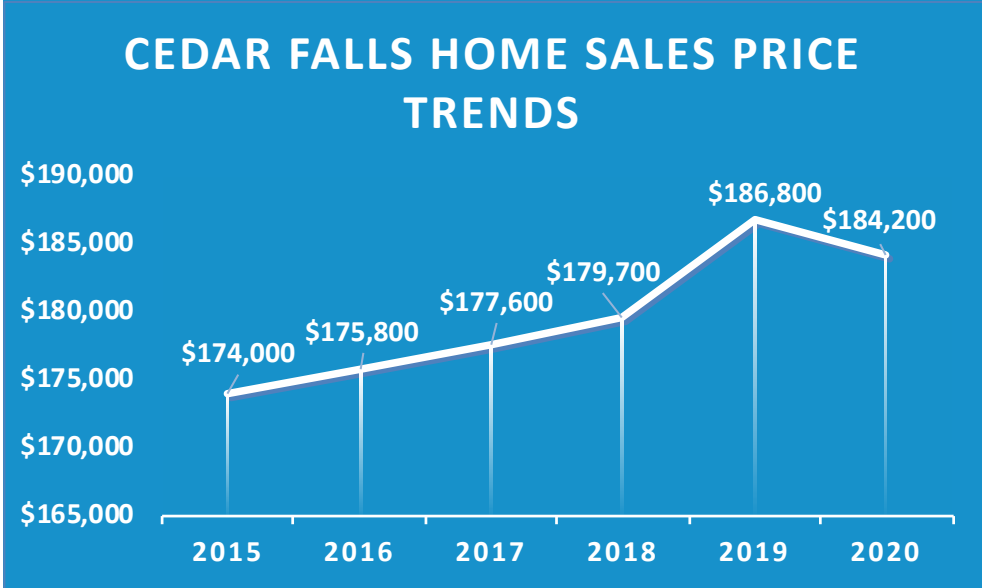
Newer large apartment complexes have been developed south of town past Greenhill Road with rents averaging \$971 to \$1,272 per month or \$1.02 to \$1.20 per square foot.

*A key constraint on the development of new apartments near campus is the College Hill Neighborhood Overlay District zoning requirement for on-site parking at a rate of one space per bedroom plus visitor parking. Urban sites typically lack sufficient land to accommodate that much parking on a surface lot. Structured parking significantly increases the costs of development. Given the importance of walkability, compact development and population density for the health of a commercial business district/urban neighborhood, it will be important to pursue alternative approaches to accommodating residents' vehicles, including remote parking alternatives.*

*The other primary constraint on new development close to campus is the cost of assembling properties that are still being actively leased. The continued economic life of the existing buildings raises the acquisition price and the resulting cost of land for the new development. Typically, development economics require that new development replace existing building space at a ratio of four units for every demolished unit. Achieving such a ratio of new development is very difficult with the amount of on-site parking required by the current zoning.*

Nationwide, development costs have been increasing faster than the cost of living. The high costs also limit the amount of new development by requiring that the new units achieve rents high enough to cover the development costs. Only a segment of the market will be able and willing to pay higher rents even for the convenience of living in a vital business district within easy walking distance of campus. New urban housing should be delivered in small increments of 20 to 40 units so as not to overwhelm the market.

On the single-family side, Zillow reports that home sales prices averaged \$186,800 in 2019, up from \$174,000 in 2015, an increase of 7.4 percent or an annual increase of 1.8 percent. College Hill neighborhood prices are below the citywide prices, reflecting the age and size of many of the units. Prices are highest in the ~~southern~~ area south of 26<sup>th</sup> Street and in the neighborhood north of 18<sup>th</sup> Street.



Source: Zillow, 2020.

Single-family housing that has not been broken up into separate apartments retains the potential for leasing to families and other non-students. However, the units' appeal to non-students depends on the nature of the surrounding neighborhood. Houses in student-dominated neighborhoods west of Iowa Street and south of 18<sup>th</sup> Street are unlikely to find non-student buyers or renters. Opportunities to reclaim student housing for family use will be better north of 18<sup>th</sup> Street where owner-occupied housing still prevails.

## Commercial Market

The College Hill Business District, known as “Cedar Falls Entertainment District,” is dominated by eating and drinking establishments, as is common in college retail clusters. College Hill restaurants, grills, bars and take-out food establishments include Chad’s Pizza and Restaurant, Great Wall, Greenhouse Kitchen, ICON Donuts and Sweetery, Insomnia Cookies, The Library on the Hill, Little Bigs, Milkbox Bakery, Mirch Masala Grill, Octopus, Oh My Grill, The Other Place, the Shakery, Sharky’s Fun House, Sidecar Coffee Shop, Studio House, Sub City and Suds Upstairs on the “Lower Hill” and Domino’s Pizza, \$5 Pizza, Hydrant Firehouse Grill and Jimmy John’s on the “Upper Hill.”

Though College Hill bars, restaurants and stores are heavily oriented to UNI students, some serve the surrounding neighborhood as well, attracting residents during summer months and some early-evening hours.

We distinguish among types of retail space because they have different characteristics and somewhat different markets. Neighborhood Goods & Services include grocery stores, drugstores, services and other businesses closely tied to the local population base; customers typically choose among them based on convenience. On the convenience goods side, College Hill offers Bani’s Liquor, Buzz Smoke & Vapor, College Hill Farmers Market, Hill Street News & Tobacco, Kwik Star and Masala Market. Service establishments include College Hill Barbers, College Hill Laundry, Copyworks, Dragon’s Cave Tattoos, the Finishing Touch Tattoo + Barbershop, The Razor’s Edge, Third Eye Tattoo, Voya the Salon and Wild Hair Salon.

Traditional retailers offering merchandise typically found in a department store are relatively limited on the Hill – Limited Edition Comics, Mohair Pear, Price Check Kicks and UNI Bookstore. The Hill does not offer a large enough number and variety of apparel and gift shops to allow people to comparison shop. Most customers seek out such shops in the mall or elsewhere.

According to inventory and occupancy statistics amassed by CoStar, the business district has 12 retail buildings with a total of 43,210 square feet of retail space. There are currently no vacancies, and the vacancies that have developed through the years have been quickly filled. The most recent additions have been 925 W. 22<sup>nd</sup> Street at College Street opened in 2019 and the Urban Flats building with first-floor retail space at 917 W. 23<sup>rd</sup> Street opened in 2020. These buildings have been occupied by The Finishing Touch Tattoo + Barbershop, The Shakery, Buzz Smoke & Vapor, Great Wall, Greenhouse Kitchen and ICON Donuts and Sweetery.

College Hill serves a trade area roughly bounded by 16<sup>th</sup> Street to the north, Iowa Street to the east, Laverne Lane to the south and the student housing developments beyond Hudson Road to the west. This trade area probably generates 85 to 90 percent of the resident sales. College Hill’s connection to UNI allows it to serve students,



faculty, staff and visitors to the campus. To a much lesser extent, the business district also serves nearby neighborhoods.

We compare the supply of stores and other businesses measured by sales to the demand for retail goods in the trade area measured by residents' expenditures for different types of goods based on data provided by ESRI and Infogroup. Comparing the sales by all the stores in this trade area to the residents' expenditures suggests a major gap among Neighborhood Goods & Services. This reflects the lack of a grocery store and the few drugstores in the area. Shown in Table 2, the grocery store gap is estimated at \$5.4 million in potential annual sales, enough to support a small grocery store of 8,000 to 10,000 square feet. However, it should be noted that the Hy-Vee just outside the trade area is serving many of the trade area customers. The new food co-op opening in downtown Cedar Falls will also attract some trade area residents to shop. The challenge for College Hill lies in identifying an appropriate operator and a site that can accommodate both the store and its parking needs. While walk-in traffic would alleviate some of the parking need, such a store would still be likely to need 25 to 50 parking spaces and a site of 0.5 to 0.8 acres.

Table 2. College Hill Trade Area Sales and Expenditures by Retail Category, 2020				
NAICS	Industry Group	Demand (Retail Potential)	Supply (Existing Retail Sales)	Retail Gap
<b>Neighborhood Goods and Services</b>				
445	Food & Beverage Stores	\$5,869,000	\$574,000	\$5,295,000
4451	Grocery Stores	\$5,433,000	\$0	\$5,433,000
4452	Specialty Food Stores	\$257,000	\$0	\$257,000
4453	Beer, Wine & Liquor Stores	\$179,000	\$499,000	-\$320,000
446, 4461	Health & Personal Care Stores	\$1,655,000	\$245,000	\$1,410,000
	<b>Total Neighborhood Goods and Services</b>	<b>\$7,524,000</b>	<b>\$819,000</b>	<b>\$6,705,000</b>
<b>Eating and Drinking</b>				
722	Food Services & Drinking Places	\$3,122,000	\$6,978,000	-\$3,856,000
7225	Restaurant and Eating Places	\$2,844,000	\$6,548,000	-\$3,704,000
7223	Special Food Services	\$60,000	\$0	\$60,000
7224	Drinking Places - Alcoholic Beverages	\$218,000	\$395,000	-\$177,000
	<b>Total Eating and Drinking</b>	<b>\$3,122,000</b>	<b>\$6,978,000</b>	<b>-\$3,856,000</b>
<b>Shoppers Goods (General Merchandise, Apparel and Accessories, Furniture and Furnishings and Other)</b>				
452	General Merchandise Stores	\$5,252,000	\$0	\$5,252,000
448	Clothing & Clothing Accessories Stores	\$1,128,000	\$0	\$1,128,000
442	Furniture & Home Furnishings Stores	\$838,000	\$0	\$838,000
443	Electronics & Appliance Stores	\$1,073,000	\$1,061,454	\$11,546
451	Sporting Goods, Hobby, Book & Music Stores	\$781,000	\$7,597,695	-\$6,816,695
453	Miscellaneous Store Retailers	\$1,352,000	\$545,000	\$807,000
	<b>Total Shoppers Goods</b>	<b>\$10,424,000</b>	<b>\$9,204,149</b>	<b>\$1,219,851</b>

Source: ESRI, Retail Marketplace Profile, 2020; Partners for Economic Solutions, 2020.

College Hill retailers would benefit from closer physical ties between the Lower Hill and the Upper Hill, which points to the importance of filling in the gap along the west side of College Street between 21<sup>st</sup> and 22<sup>nd</sup> streets. Over the long run, relocating the Kwik Star gas station from College Avenue would provide a site for more compatible retail uses.

## Implications for the Vision Plan

- Encourage additional retail space development to expand the inventory and provide a more well-rounded mix of stores, restaurants and bars.
- Where possible, develop mixed-use space with residential units above the first-floor retail space to develop a higher density of residential uses.
- Bring in new retail customers through new residential and mixed-use development.
- Exercise caution in developing retail uses beyond College Street, 23<sup>rd</sup> Street and possibly 22<sup>nd</sup> Street. Focused energy is important to the district's vitality.
- Enhance pedestrian and bicycle connections from the campus and other surrounding areas to help bring additional customers to College Hill. Use improved connections to draw UNI students out to explore more of the community's offerings. Provide bike racks to encourage greater use of bikes to reach local restaurants and retail shops.
- Scale or phase new residential and mixed-use development in small to medium-sized projects timed to meet the market demand.
- Create gathering places for outdoor dining and periodic events to draw more people to College Hill. Improvements to Pettersen Plaza and creation of a plaza on the extension of 23<sup>rd</sup> Street east of College Avenue will help to support events.

New residential development in the core of College Hill immediately north of campus is very unlikely to occur without a solution to the parking quandary. Requiring one parking space for every bedroom imposes a cost that the market cannot bear. The densities that can be supported with that level of parking will not justify replacing the existing, obsolescent housing that depresses College Hill's appearance and appeal.

- Work with the University to find alternatives to building as much on-site parking as the zoning now requires for new residential development.
- Explore possible solutions to accommodate parking off-site within two to three blocks of new development, if possible.
- Adjust the on-site parking ratios for new development to require one-quarter to one-half of on-site parking now required, and allow developers to meet the remaining demand with off-site parking lots.
- To prevent residents of new developments with reduced on-site parking requirements from monopolizing on-street parking, consider a program of issuing and enforcing residential parking permits.

*Market Considerations Report prepared by*





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Cedar Falls, Iowa  
College Hill – Public Kick-Off Meeting  
January 29, 2020

## Visual Preference Results



**FERRELL  
MADDEN**  
urban design,  
town planning, &  
firm-based coding

### BOARD A

### Adjacent Neighborhoods

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 7	 8	 9	 10	 11	 12
 13	 14	 15	 16	 17	 18
 19	 20	 21	 22	 23	 24



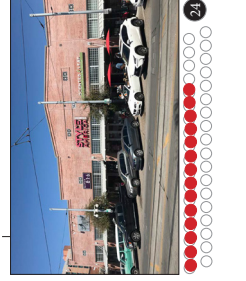
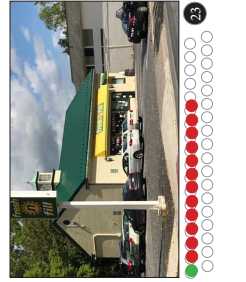
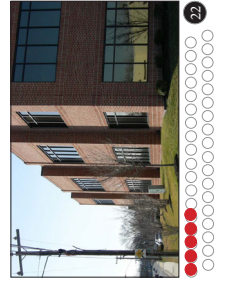
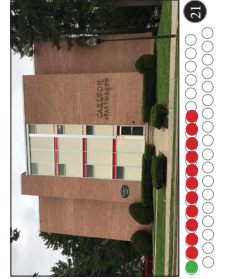
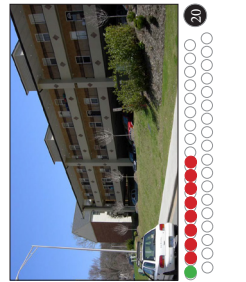
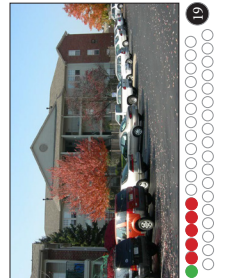
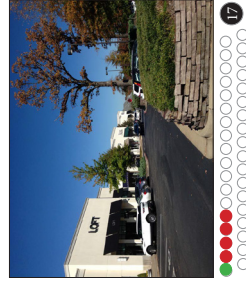
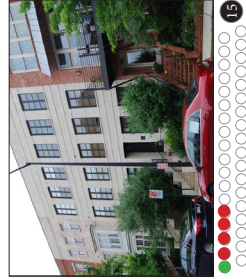
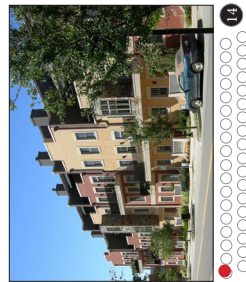
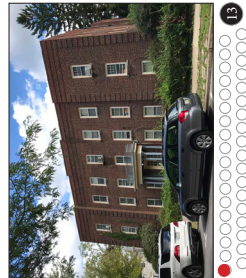
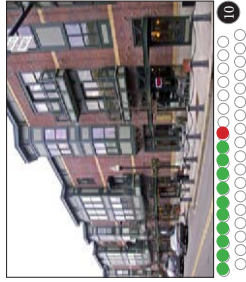
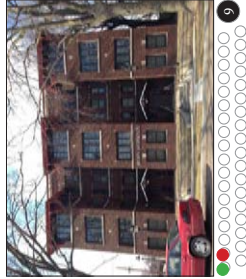
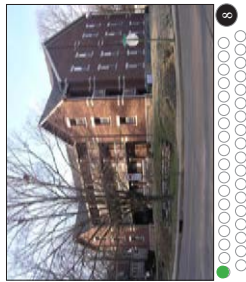
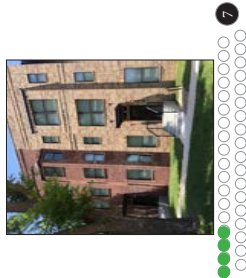
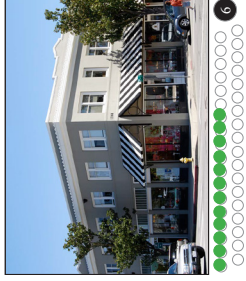
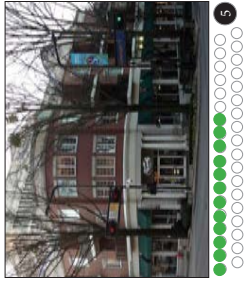
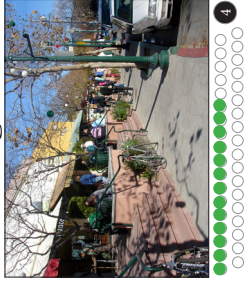
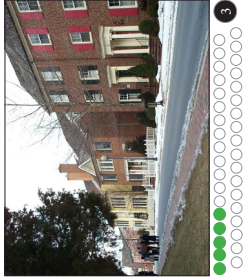
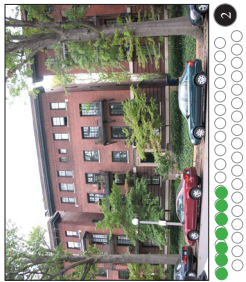
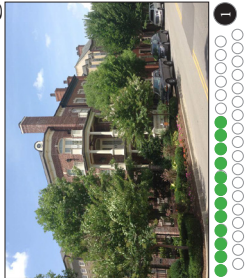
Cedar Falls, Iowa  
 College Hill – Public Kick-Off Meeting  
 January 29, 2020  
**Visual Preference Results**



BOARD B

## College Hill Center – Residential

## College Hill Center – Commercial & Mixed-Use





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## Visual Preference Results

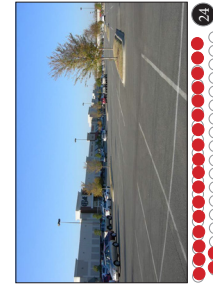
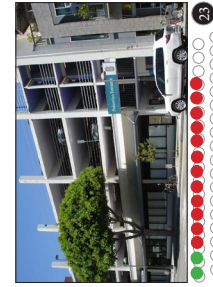
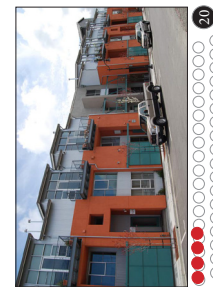
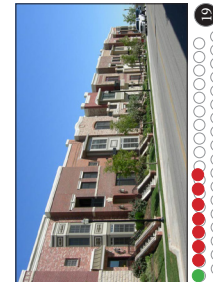
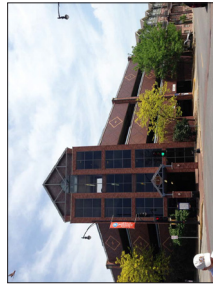
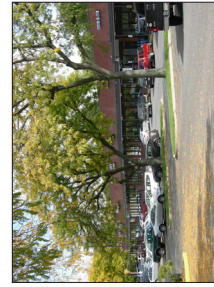
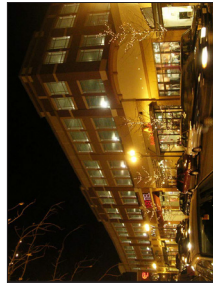
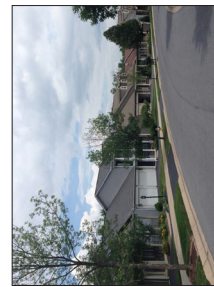
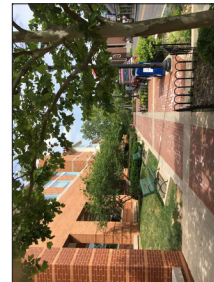
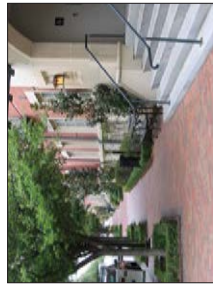
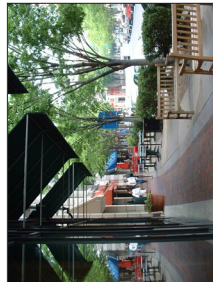
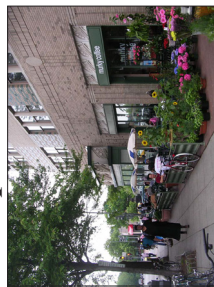
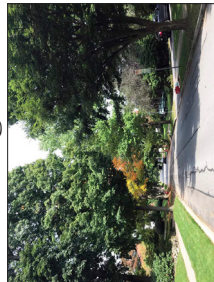


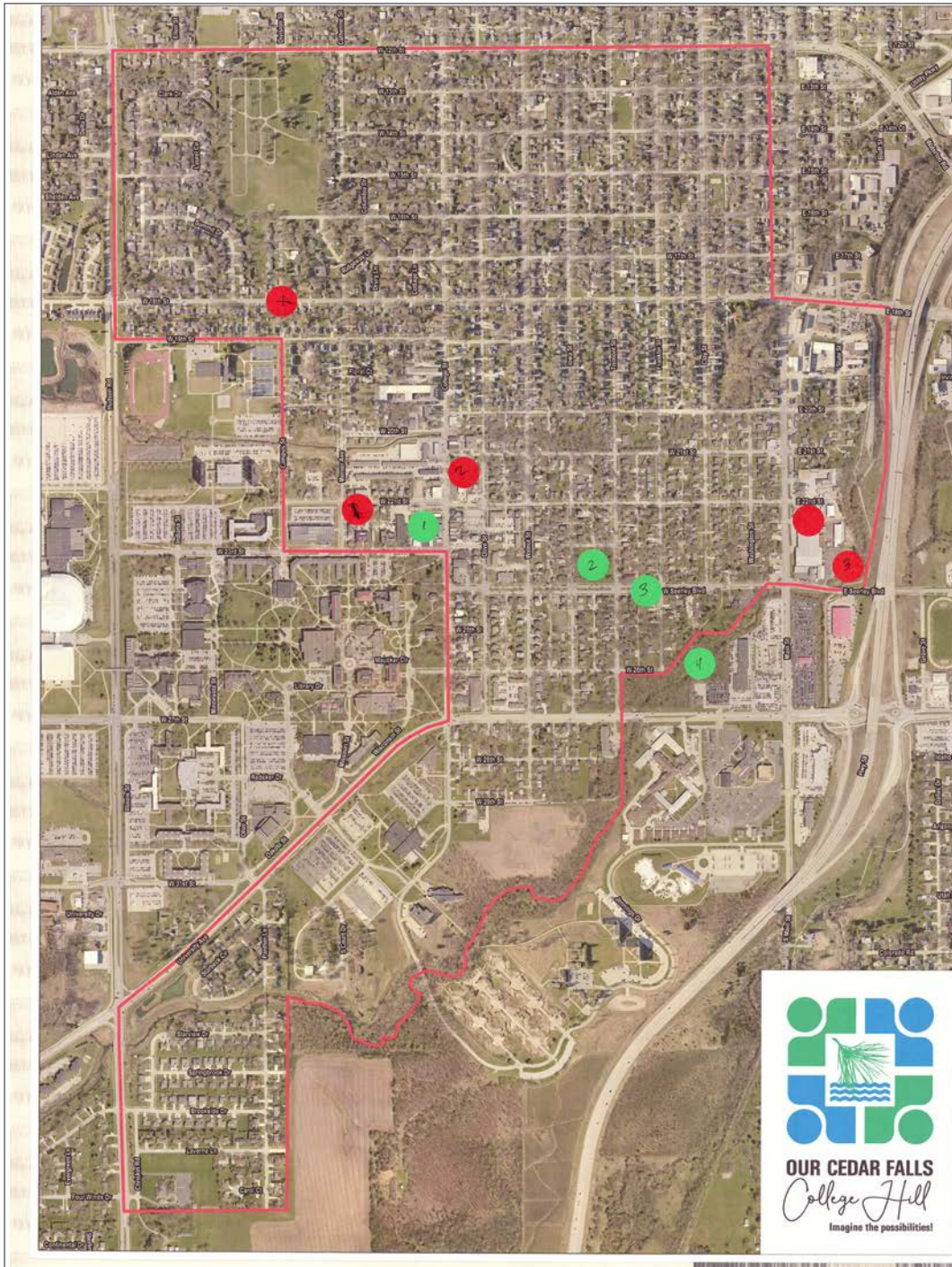
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### College Hill Street Space – Center & Neighborhood Public Realm

BOARD C

### College Hill Center Parking





**Cedar Falls, Iowa  
Public Kick-Off Meeting  
January 29, 2020  
College Hill Study Area  
Perception Exercise**

- strong - places you like
- weak - places you don't like

**Strong Places:**

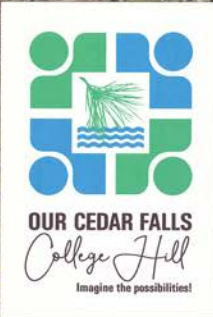
For more in-depth comments, put a number on your dot and write below

- ① Most interesting part of the Hill!
- ② Sealey Park - a jewel, but needs some TLC.
- ③ Median on Sealey needs more upkeep - repair older cobblestones. Help to protect bike traffic from traffic!
- ④ Beautiful UNI presence. Nice trees!

**Weak Places:**

For more in-depth comments, put a number on your dot and write below

- ① So ugly! These houses are falling apart! w. 22nd St. needs help!
- ② Join the upper + lower Hill. Should feel more urban on college st.
- ③ Help UNI Students find their way to the bike trail system. Little connectivity.
- ④ college to Hudson on 15th st needs further improvement on pedestrian access & bike lanes



# Strengths & Weaknesses Exercise: Table Map 2

**Cedar Falls, Iowa  
Public Kick-Off Meeting**  
January 29, 2020

**College Hill Study Area  
Perception Exercise**

● strong - places you like  
● weak - places you don't like


**Strong Places:**  
For more in-depth comments, put a number on your dot and write below

1. The creek is a strong asset we don't use
2. Seerley Park - potential for neighborhood gathering place for families good playground
3. UNI Biological Preserve is an important access place for the creek
4. Gallagher Blvd/Don PWC
5. Multi-modal Parking UNI - better than before, but...

**Weak Places:**  
For more in-depth comments, put a number on your dot and write below

- 1) We should use our natural waterway to enhance walkability + green space - no bathroom, no retaining water - bike shelter - city doesn't clean so polluted in trashy way
- 2) Seerley Park
- no connections between parks/bikeable greenways
- UNI Multi-modal - need better public transportation - STARK WORTHY - so much wasted space

many of these green stamps (overlapping) into the will require some form of...



**OUR CEDAR FALLS**  
*College Hill*  
Imagine the possibilities!

# Strengths & Weaknesses Exercise: Table Map 3

**Cedar Falls, Iowa**  
**Public Kick-Off Meeting**  
 January 29, 2020  
**College Hill Study Area**  
**Perception Exercise**

● strong - places you like  
 ● weak - places you don't like

**Strong Places:**  
 For more in-depth comments, put a number on your dot and write below

Seelye Park + neighborhood

3 Great Business location/opportunities for the neighborhood/city. The Heart of College Hill

Seelye Blvd with beautiful crabapple trees - but stop the speeding, this should not be a highway

5 Unique center great commerce by aspect.

8 is in need of better trail access

9 - Great tree Seelye/Conoco

10 One of BEST/MULTI-USE AREAS NEEDS to be develop/UTILIZED more

**Weak Places:**  
 For more in-depth comments, put a number on your dot and write below

College Hill needs to get rid of the CAGES in front of restaurants - it's important PLEASE to work w/ the city to get rid of the reason you can't have a beer or glass of wine in an open cafe.

5 LACK of bike accessibility/pedestrian ACCESS - need welcoming corridor to hill. There is ONE 25mph sign at this intersection and cars SPEED up Seelye Blvd (buses too) at 50-60, so speed bumps?

6 Dangerous intersections

7 Scary pedestrian crossing

8 Unpleasant ugly

9 Trail crossing needs improvement

**OUR CEDAR FALLS**  
*College Hill*  
 Imagine the possibilities!



# Strengths & Weaknesses Exercise: Table Map 4

**Cedar Falls, Iowa  
Public Kick-Off Meeting  
January 29, 2020  
College Hill Study Area  
Perception Exercise**

● strong - places you like  
● weak - places you don't like

*17) Clay Street Park - Great New playground & facilities*

**Strong Places:**  
For more in-depth comments, put a number on your dot and write below

*1) Ambrosia - Onigay's heads by entrance - great sculpture with wood - am blance*

*6 - nice bike trail entrance - could be better promoted*

*4 - Peterson Plz - has potential*

*3 - Security Plk - good bones - needs new eq. & restrooms*

*6 - Hand Ctr - bike trail; good comm. movement*

*13 - love the pedestrian-only bridge cuts down on traffic; keeps neighborhood quiet*

*SW neighborhood is generally quiet despite rental housing - but continue to encourage single-family conversions here; no more rental*

**Weak Places:**  
For more in-depth comments, put a number on your dot and write below

*Caplan's building not finished - 2004 college architecture - obsolete*

*1 - only walking access from SW neighborhood - comes very close to being Christianity Ave*

*7 - Parking Garage - public don't understand use*

*8 - rental housing; poor conditions*

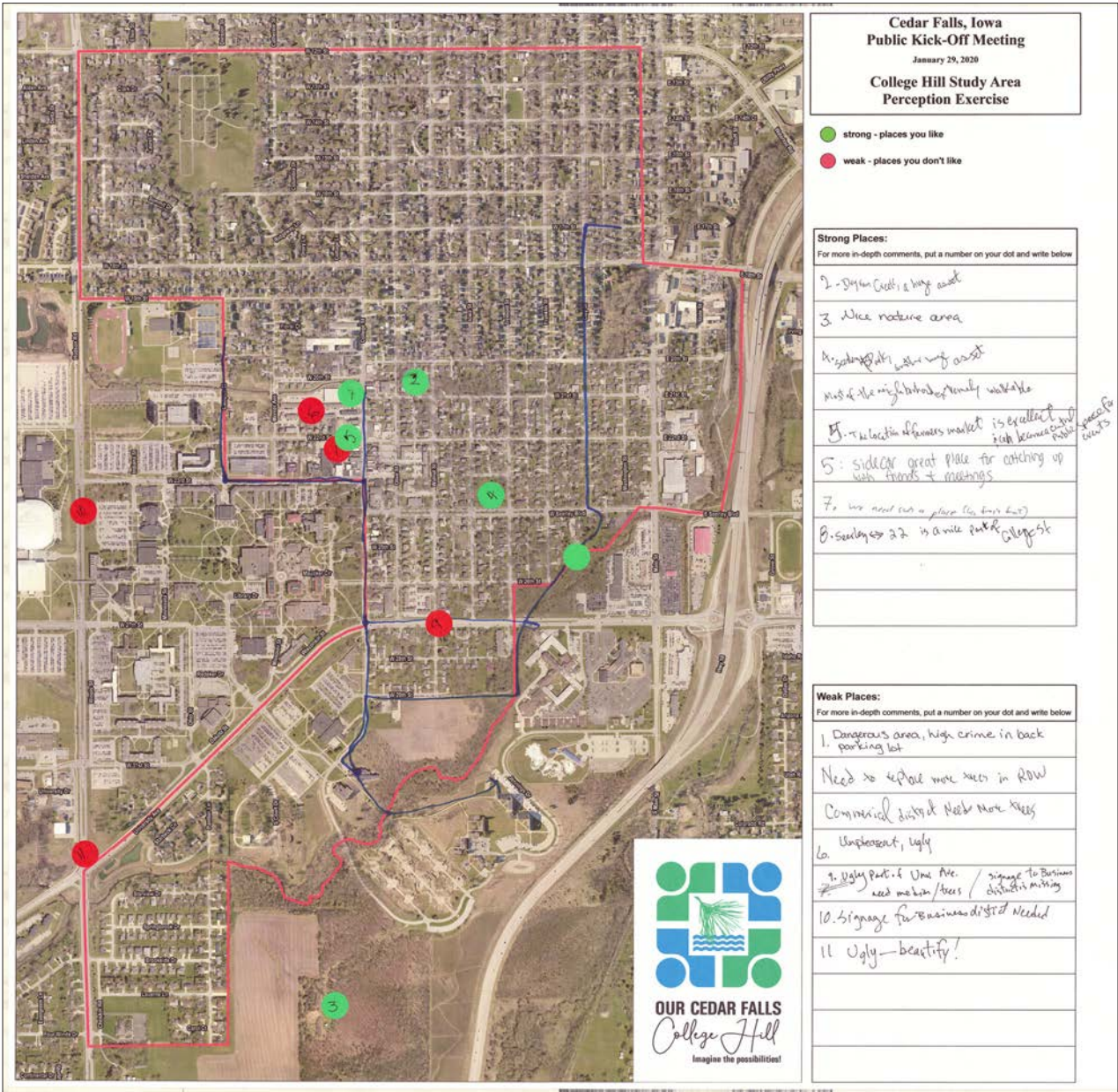
*SW neighborhood could use a play ground; potentially in church land?*

*2 - access to trails on W 29th is unclear coming from 68th direction*

*15) 22nd Street isn't on side from bike across heavy to be able to walk (H) Hudson is too traffic day. Car parking on side every other 11-12 - Needs to make and snow removal program maintenance sidewalks College Hill College Hill linked to lower Would like to see Upper College Hill is not friendly to bikers. go to walking due to hill N on walking (16) The Walnut/12th St intersection - Need marked crosswalks on all intersections.*

**OUR CEDAR FALLS**  
*College Hill*  
Imagine the possibilities!

# Strengths & Weaknesses Exercise: Table Map 5



**University of Northern Iowa Center for Energy and Environmental Education  
Attendee Survey**

Wednesday, January 29, 2020

**SUMMARY of 18 responses**

**1. Do you:**

	<u>Yes</u>	<u>No</u>	<u>Other</u>
a. Live in the study area?	<b>14</b>	<b>1</b>	
b. Go to school in the study area?	<b>2</b>	<b>11</b>	<b>1</b> (my kid does)
c. Work in the study area?	<b>11</b>	<b>6</b>	<b>1</b> (university)
d. Own property in the study area?	<b>13</b>	<b>1</b>	

**2. How often do you go to the College Hill Center – the College & 23rd Streets mixed-use area? (circle one)**

**Note:** Some respondents provided more than one answer, noting that their schedule was “seasonal”

a. Every day	<b>9</b>
b. A few times a week	<b>7</b>
c. Several times a month	<b>3</b>
d. Once or twice a month	-
e. A few times a year	-
f. Never	-

**3. How often do you go to the businesses along Main and State inside the study area? (circle one)**

a. Every day	<b>2</b>
b. A few times a week	<b>7</b>
c. Several times a month	<b>4</b>
d. Once or twice a month	<b>1</b>
e. A few times a year	<b>2</b>
f. Never	<b>2</b>

**4. What typically brings you to the College Hill Center? (circle all that apply)**

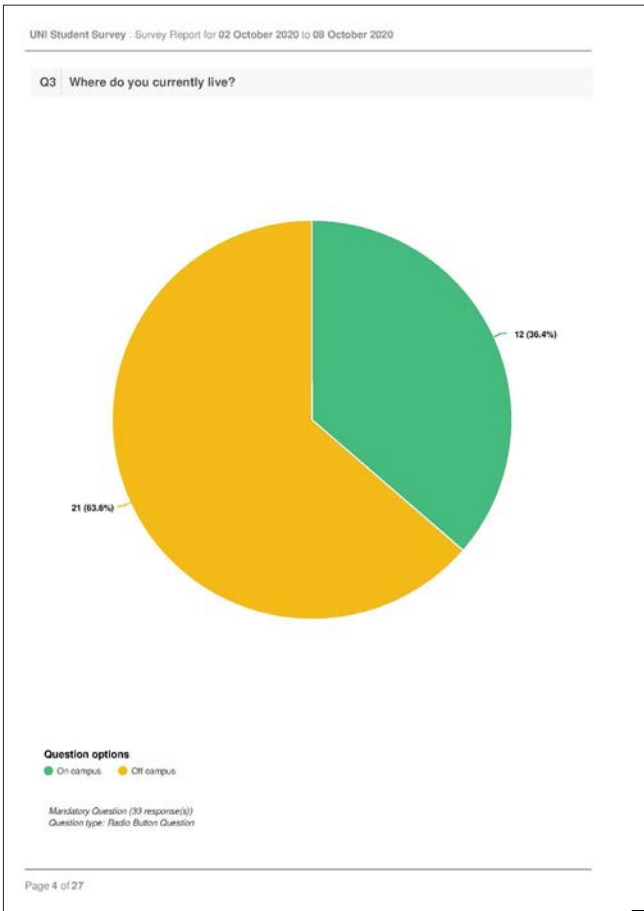
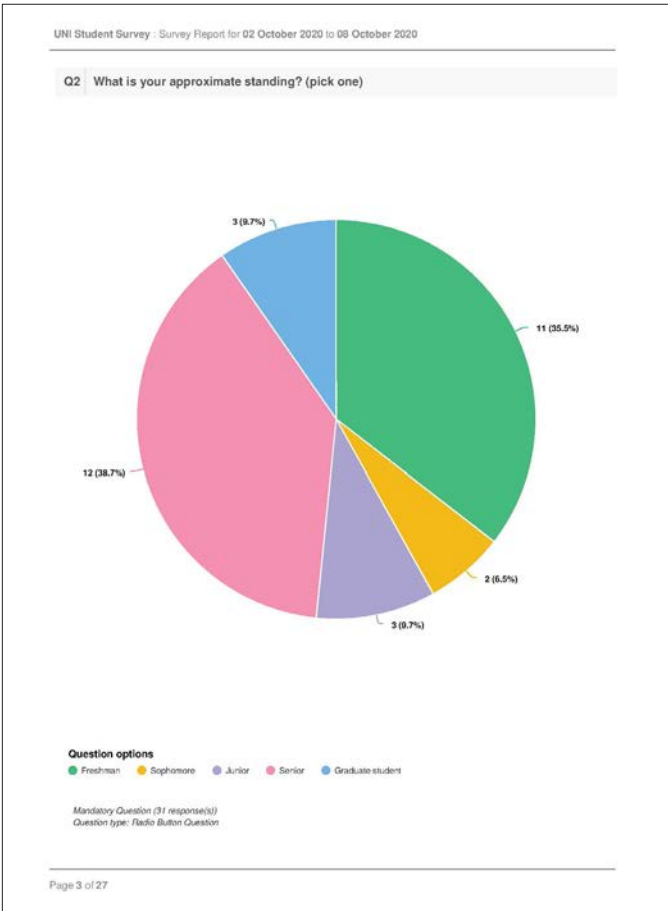
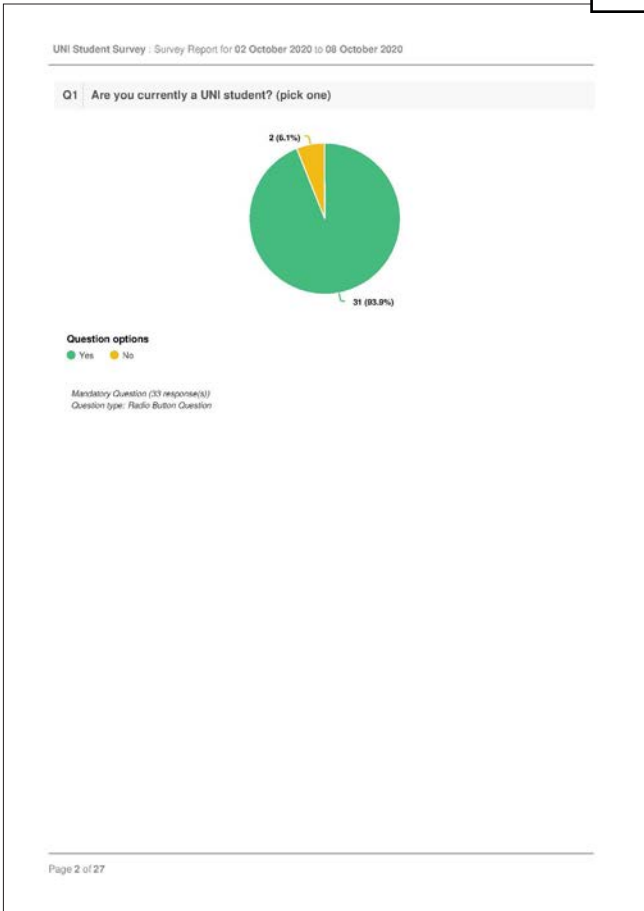
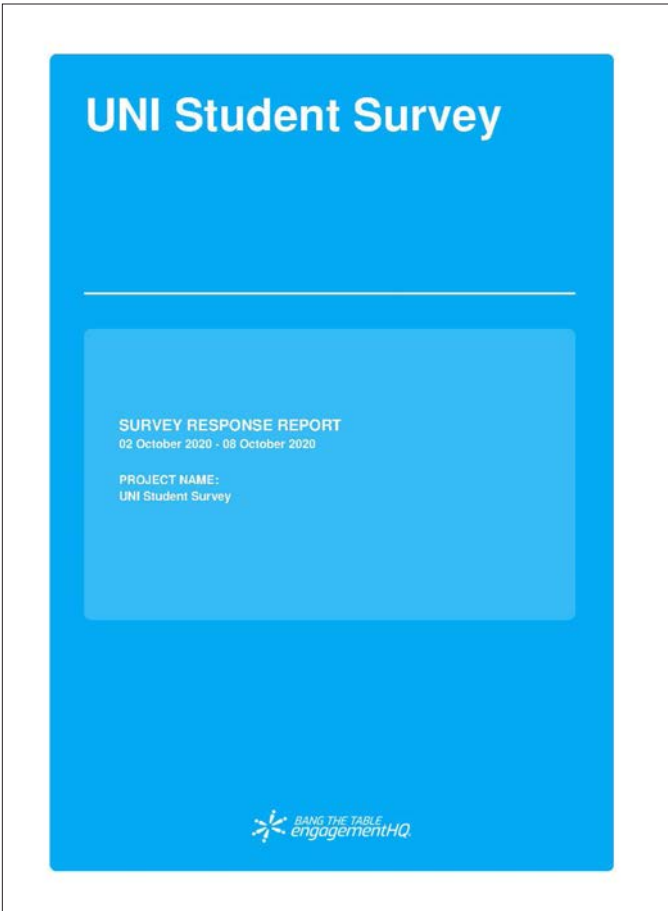
a. Live there	<b>7</b>
b. Work there	<b>12</b>
c. Shopping	<b>8</b>
d. Restaurants	<b>8</b>
e. Parking for school	<b>2</b>
f. Civic activities (worship, library, etc.)	<b>3</b>
g. Special campus event (athletic event, theater, etc.)	<b>6</b>
h. Other: live music ( <b>2</b> ); visit UNI library and campus events ( <b>2</b> ); walking the dog; live comedy; support businesses; meetings; Mohair Pear; Kum N’Go	

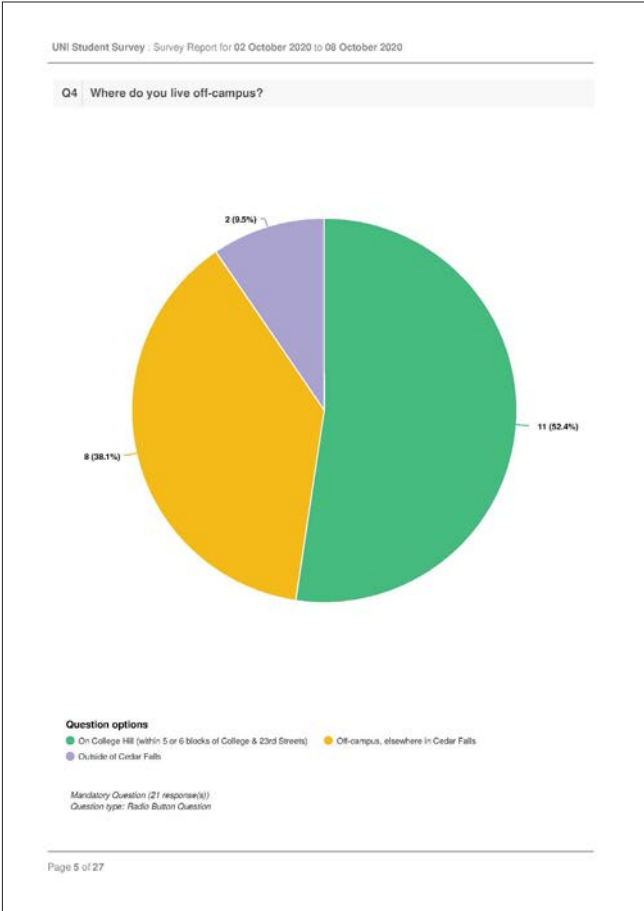
**5. When you come to College Hill, how do you usually get here? (circle one)**

a. Drive (personal vehicle)	<b>12</b>
b. Take the bus	<b>1</b>
c. Walk	<b>11</b>
d. Ride a bicycle/scooter	<b>2.5</b> (not often, not bike-friendly)
e. Ride-share (Taxi, Uber, Lyft, etc.)	-

*Please provide any additional comments on the back. (see below)*

- Please add better bicycle/pedestrian connections in the area to foster green practices. Make College Hill a biking destination to utilize the trail/bicycle system.
- Direct bike access to bike paths; “fill in” commercial area on College St. between 23rd & 22nd (replacing existing residential); vision for rentals in College Hill residential w/UNI enrollment down. Single family? Refurbish?
- We need space where art can be public
- Great food & restaurants on the Hill – but they need attractions to bring people to the bars & restaurants. Things like movie theaters or black box theaters or an art museum. Things like that. Smaller towns have block box theaters.
- The PPT you presented tonight needed to be oriented to College Hill/CF more. Even Streetview (Google) photos would have been better than looking at images from D.C. etc. It seemed lazy & unprofessional. You could also just rethink it by showing us ideas of what works in Europe/ped malls, cafes, etc. It would have been great to have learned something new tonight.
- Public transportation to the Hill is poor; bike facilities (roads, racks) are poor, too





UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

**Q5 Approximately how much do you individually pay per month for rent?**

Anonymous	435
Anonymous	\$250
Anonymous	433.00
Anonymous	\$1,350
Anonymous	\$395
Anonymous	400
Anonymous	370
Anonymous	325
Anonymous	\$355.00
Anonymous	375
Anonymous	415
Anonymous	360
Anonymous	\$580
Anonymous	400

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UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Anonymous	\$360.00
Anonymous	680
Anonymous	Own the house
Anonymous	\$425
Anonymous	0
Anonymous	365
Anonymous	\$0.00

Mandatory Question (21 response(s))  
Question type: Single Line Question

**Q6 Approximately how much is the total house or apartment rent per month??**

Anonymous	1740
Anonymous	\$500
Anonymous	1300
Anonymous	\$1,350
Anonymous	\$1580
Anonymous	1600

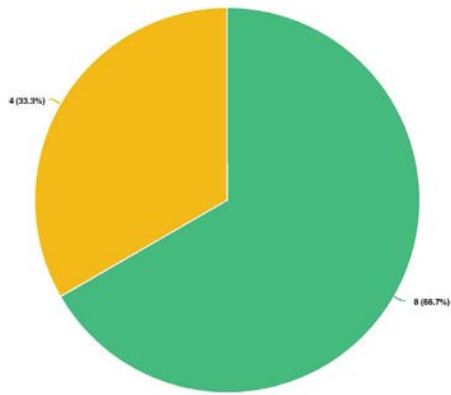
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UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Anonymous	1100
Anonymous	1300
Anonymous	\$1500.00
Anonymous	775
Anonymous	1660
Anonymous	1080
Anonymous	\$1250
Anonymous	1200
Anonymous	\$1,800.00
Anonymous	680
Anonymous	Own the house
Anonymous	\$850
Anonymous	0
Anonymous	1450
Anonymous	\$785

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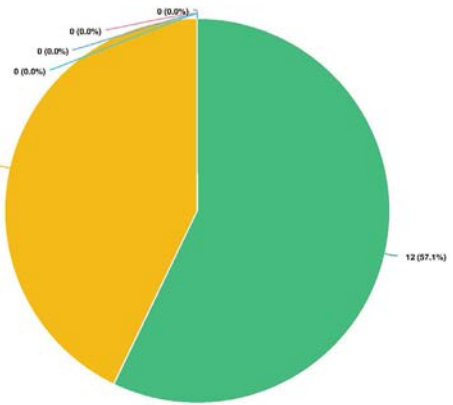
Q7 Do you have a car on campus?



**Question options**  
 Yes No

Mandatory Question (12 response(s))  
 Question type: Radio Button Question

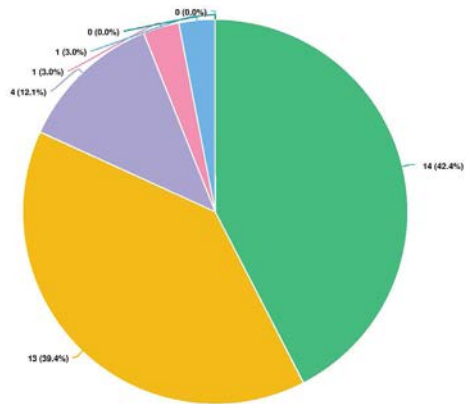
Q8 How do you typically get to campus? (pick one)



**Question options**  
 Drive (personal vehicle) Walk Bus/Partner shuttle Ride-share (carpool, taxi, Uber, Lyft, etc.) Bicycle Other (please specify)

Mandatory Question (21 response(s))  
 Question type: Radio Button Question

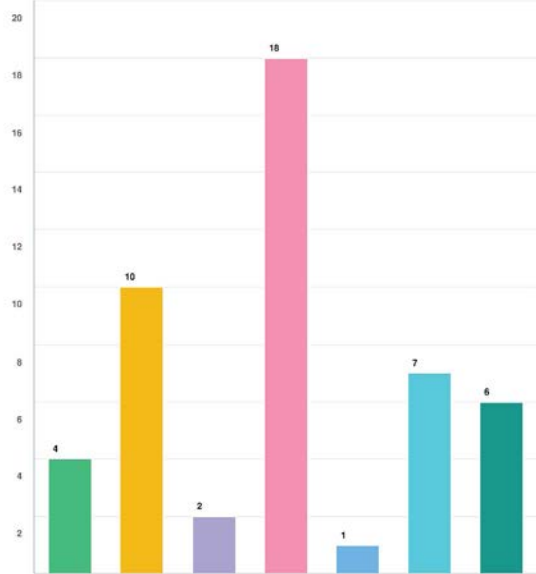
Q9 Excluding cost, what is the most important factor in choosing a place to live? (pick one)



**Question options**  
 Location Room configuration: number of bedrooms and bathrooms (ability to live alone or share with friends) Amenities (such as laundry, swimming pool, patio/deck, exercise room, party rooms, etc.) Security Other (please specify) Availability of parking Age of house/apartment

Mandatory Question (33 response(s))  
 Question type: Radio Button Question

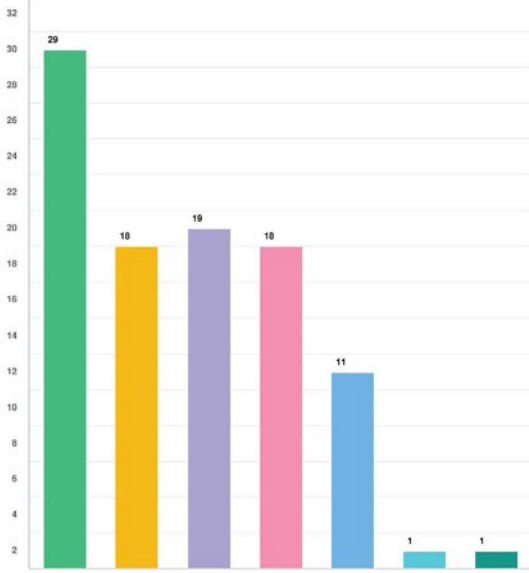
Q10 Which of your regular activities can/do you complete in the College Hill Business District (not on campus)? (check all that apply)



**Question options**  
 Buy groceries Go to the bank/ATM Go to the drugstore Grab a cup of coffee Exercise/workout None Other (please specify)

Mandatory Question (33 response(s))  
 Question type: Checkbox Question

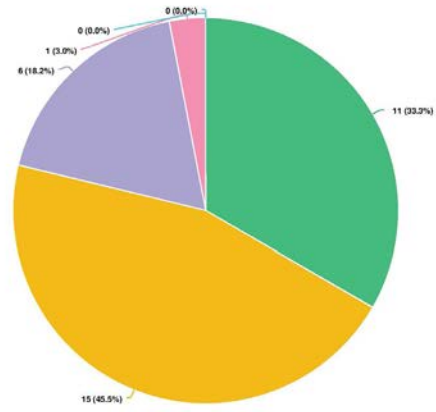
Q11 Which of your regular activities do you complete in other areas of Cedar Falls (not on campus or College Hill)? (check all that apply)



Question options  
 Buy groceries Go to the bank/ATM Go to the drugstore Grab a cup of coffee Exercise/workout  
 None Other (please specify)

Mandatory Question (33 response(s))  
 Question type: Check/box Question

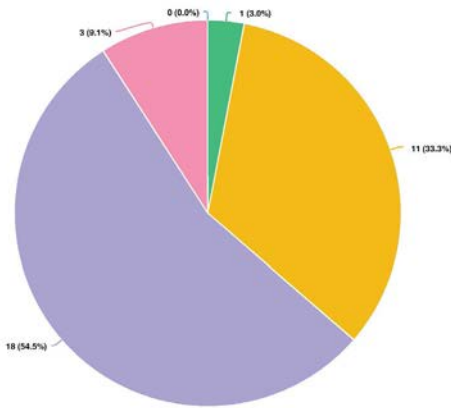
Q12 How often do you go out to eat (for any meal) in the College Hill Business District? (pick one)



Question options  
 Never A few times a month 1-2 times a week 3-5 times a week 6-7 times a week  
 More than once a day

Mandatory Question (33 response(s))  
 Question type: Radio Button Question

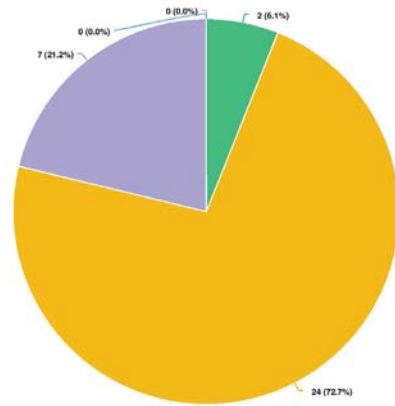
Q13 How often do you go out to eat in Downtown Cedar Falls? (pick one)



Question options  
 Never Only when my parents come to visit A few times a month Every week More than once a week

Mandatory Question (33 response(s))  
 Question type: Radio Button Question

Q14 How often do you go out to eat in Cedar Falls other than Downtown or College Hill? (pick one)

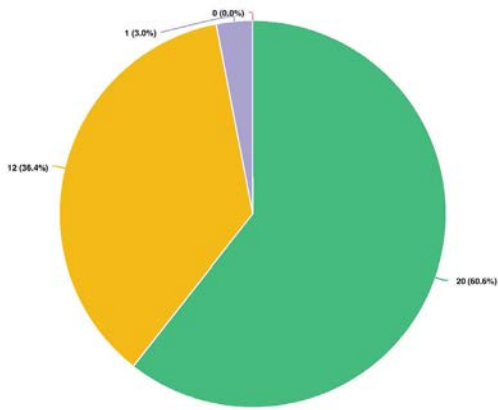


Question options  
 Never A few times a month Every week More than once a week Almost every day

Mandatory Question (33 response(s))  
 Question type: Radio Button Question



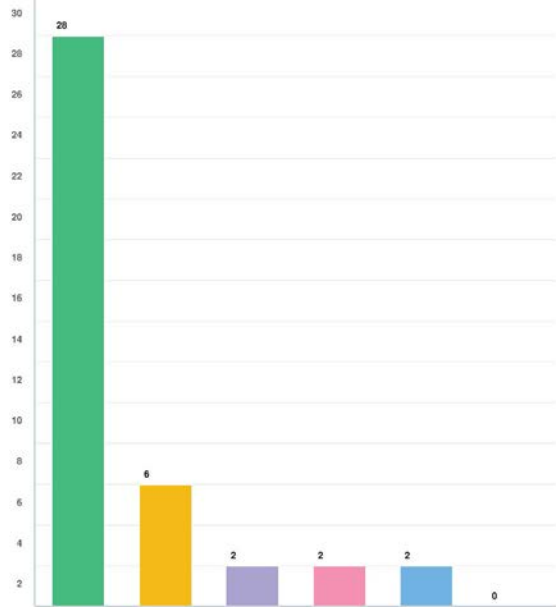
Q15 How often do you go out to bars/clubs on College Hill? (pick one)



Question options  
 ● Never ● Most weekends ● Every weekend ● 3-4 times a week

Mandatory Question (33 response(s))  
 Question type: Radio Button Question

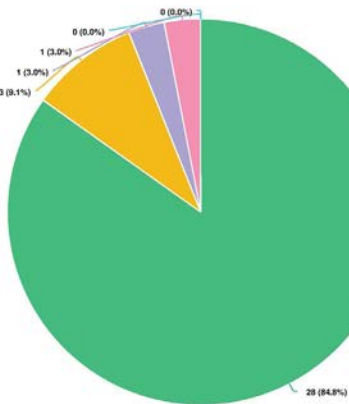
Q16 What modes of transportation do you personally have in Cedar Falls? (Check all that apply)



Question options  
 ● Car ● Bicycle ● Skateboard ● None ● Other (please specify) ● Scooter

Mandatory Question (33 response(s))  
 Question type: Check/box Question

Q17 How do you primarily get around in Cedar Falls away from UNI campus? (pick one)



Question options  
 ● Drive (personal vehicle) ● Ride-share (carpool, taxi, Uber, Lyft, etc.) ● Walk ● Other (please specify)  
 ● Bus/Parish shuttle ● Bicycle

Mandatory Question (33 response(s))  
 Question type: Radio Button Question

Q18 Is there a type of good, service, or activity that you wish were available on College Hill today?(Name as many as you would like)

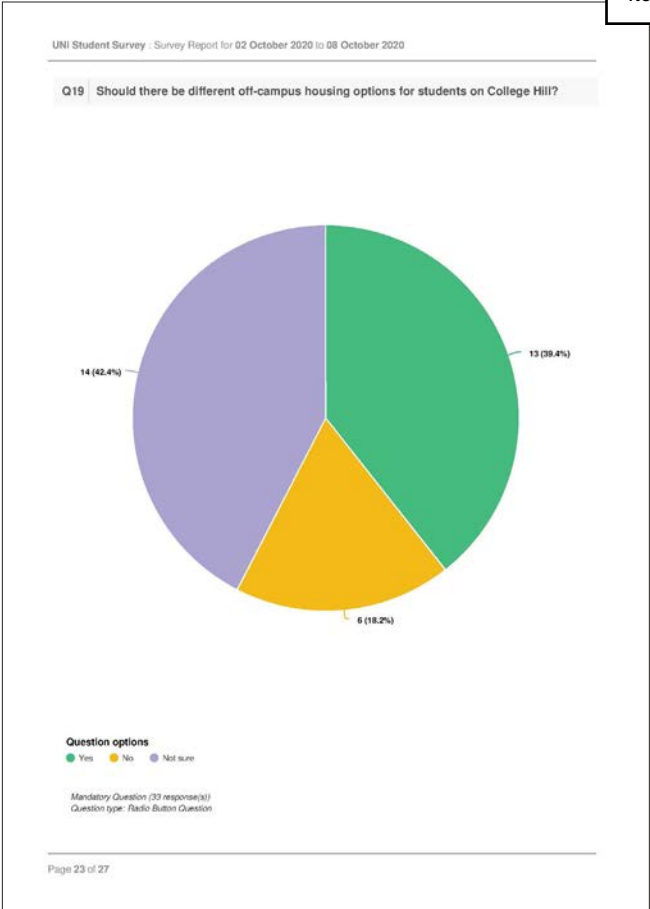
- Anonymous 10/03/2020 10:00 AM PANCHEROS
- Anonymous 10/03/2020 10:06 AM Breakfast Place
- Anonymous 10/03/2020 10:11 AM More fast food options/non-local shops. Students without cars would do a lot more business on college hill if it wasn't mostly bars.
- Anonymous 10/03/2020 02:58 PM More food options
- Anonymous 10/04/2020 01:31 PM A cute coffee shop that has plenty of space inside for students to study. I feel like Cedar Falls lacks nice coffee shops like Smokey Row or Cafe Diem. A coffee shop like this would be a great addition.
- Anonymous 10/04/2020 04:21 PM insomnia cookies and dominos
- Anonymous 10/04/2020 09:33 PM A breakfast cafe, nail salon, chick fil a, anything but another vape or tattoo place
- Anonymous 10/04/2020 09:39 PM Sit down restaurant, ice cream,
- Anonymous 10/04/2020 09:41 PM Breakfast food
- Anonymous 10/04/2020 10:47 PM A smoothie place
- Anonymous 10/05/2020 06:47 AM Grocery store
- Anonymous 10/05/2020 07:32 AM skateboard shop
- Anonymous 10/05/2020 07:44 AM McDonald's
- Anonymous More restaurants rolled ice cream

UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

10/05/2020 08:04 AM	
Anonymous	No
10/05/2020 09:38 AM	
Anonymous	Grocery store
10/05/2020 11:32 AM	
Anonymous	Anything other than more vape shops
10/06/2020 11:49 AM	
Anonymous	sustainability shop weather it be reusable products or packaged food with less plastic
10/06/2020 12:34 PM	
Anonymous	More food options, grocery store, gym
10/06/2020 01:55 PM	
Anonymous	Grocery store, restaurant options with more food choices, a greener street with outside seating.
10/07/2020 10:48 AM	
Anonymous	More local food options. Lots of fast food but not always my preferred choice.
10/07/2020 06:32 PM	
Anonymous	Grocery, fast food
10/07/2020 06:39 PM	
Anonymous	None
10/07/2020 07:04 PM	
Anonymous	More food options that are cheap for college students.
10/07/2020 10:16 PM	
Anonymous	Mini grocery store, karaoke bar, dance club
10/08/2020 05:26 AM	

Optional question (25 response(s), 8 skipped)  
Question type: Single Line Question

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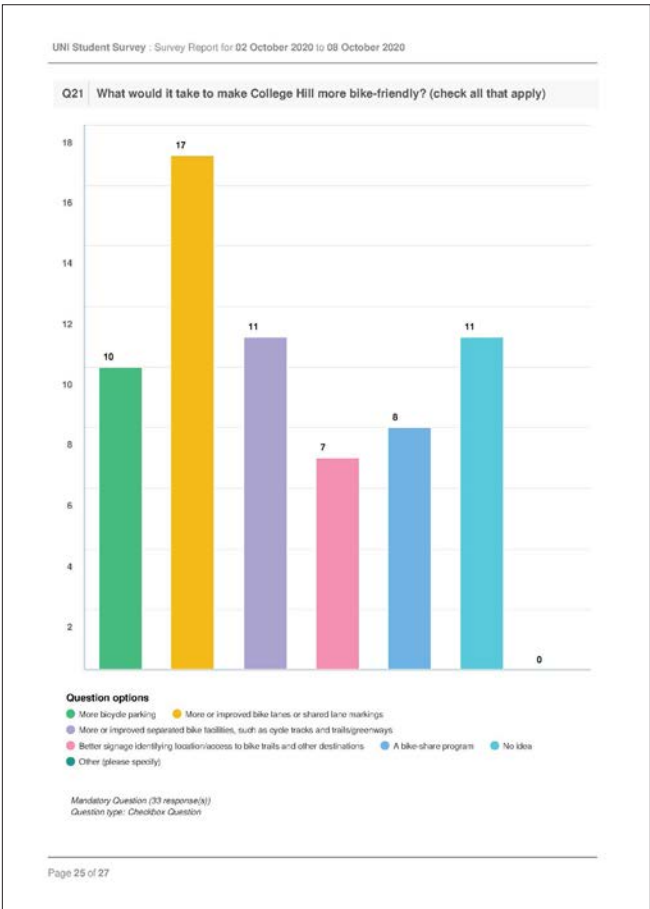
UNI Student Survey : Survey Report for 02 October 2020 to 08 October 2020

Q20 What type of housing would you recommend?

10/03/2020 10:06 AM	More Tiny Houses
10/03/2020 10:36 AM	Just nicer places and better noise control
10/03/2020 02:55 PM	Apartment or duplex
10/04/2020 02:14 PM	more apriments
10/04/2020 09:41 PM	Nicer apartments
10/04/2020 10:47 PM	Apartments
10/05/2020 06:47 AM	Apartments that don't cost quite as much as other college hill places to live
10/05/2020 11:32 AM	More affordable options that are in good conditions and close to campus. Pet friendly.
10/06/2020 01:55 PM	Apartments
10/07/2020 10:48 AM	Condo style apartments
10/07/2020 06:32 PM	Off campus.
10/07/2020 07:04 PM	Full houses
10/07/2020 10:16 PM	Apartment

Mandatory Question (13 response(s))  
Question type: Single Line Question

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**Q22 How could walkability be improved around College Hill, including from nearby neighborhoods to the UNI campus?**

- Anonymous  
10/03/2020 10:00 AM  
More bus systems
- Anonymous  
10/03/2020 10:06 AM  
Unsure
- Anonymous  
10/03/2020 02:55 PM  
I personally do not know
- Anonymous  
10/04/2020 01:31 PM  
Not sure
- Anonymous  
10/04/2020 04:21 PM  
NA
- Anonymous  
10/04/2020 09:33 PM  
Improved sidewalks and signage
- Anonymous  
10/04/2020 10:47 PM  
Better crosswalks
- Anonymous  
10/05/2020 07:32 AM  
Somehow making the sidewalks not so cramped
- Anonymous  
10/05/2020 08:04 AM  
More parking
- Anonymous  
10/05/2020 09:38 AM  
Add sidewalks on all the streets
- Anonymous  
10/05/2020 11:32 AM  
Put sidewalks on every street. This is a horrible accessibility issue. I live on a street without a sidewalk, and it's very dangerous.
- Anonymous  
10/05/2020 12:34 PM  
directional signs
- Anonymous  
10/07/2020 10:46 AM  
Ensuring the sidewalks are in better shape (22nd st is very bad), closing the street from 22 to 23rd St
- Anonymous  
More accountability of drivers. Several times walking to class was nearly hit

- 10/07/2020 06:32 PM  
by drivers crossing streets in college hill district due to drivers not paying attention or always being aware.
- Anonymous  
10/07/2020 07:04 PM  
Improved able to cross signage
- Anonymous  
10/07/2020 10:16 PM  
Bigger sidewalks
- Anonymous  
10/09/2020 05:26 AM  
No idea

Optional question (17 response(s), 16 skipped)  
Question type: Single Line Question


Presentation via Web Video Streaming  
 Wednesday, October 14, 2020

# Work-in-Progress Survey

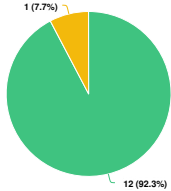
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**SURVEY RESPONSE REPORT**  
 14 October 2020 - 01 November 2020

PROJECT NAME:  
 College Hill Work-In-Progress Presentation



**Q1** Have you watched the Work-in-Progress presentation? (any version -- live planning commission meeting, video, or slides)

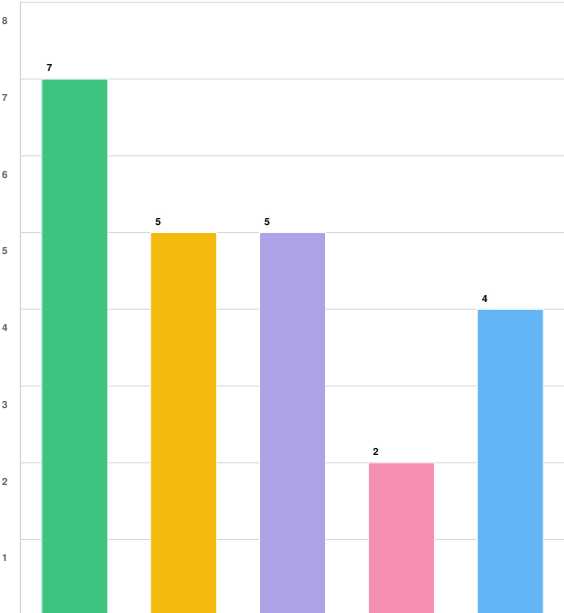


**Question options**  
 Yes No

Mandatory Question (13 response(s))  
 Question type: Radio Button Question

Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

**Q2** What is your interest in the Imagine College Hill Vision Plan? (Please check all that apply)



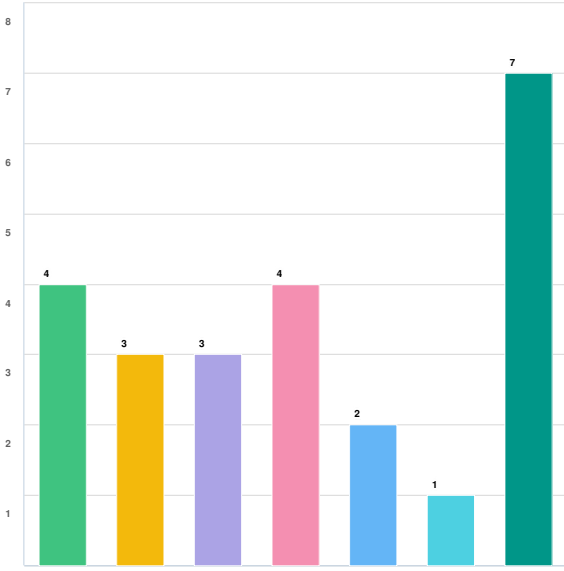
**Question options**  
 I live in the study area I work in the study area I own property in the study area I go to school in the study area Other (please specify)

Mandatory Question (13 response(s))  
 Question type: Checkbox Question

Page 3 of 8

Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

**Q3** Which of the College Hill Vision Plan events did you attend or participate in? (check all that apply)



**Question options**  
 January 2020 Public Kick-Off event at CEEE January 2020 Stakeholder Interview Virtual "Hands-On" Community Design Workshop on Saturday morning, October 3 UNi Student Survey Virtual Open Studio Q&A on October 5 or October 7 Virtual Technical Meeting or Stakeholder Interview (Monday, Tuesday, or Wednesday, October 5-7) The "Work-in-Progress" presentation is my first involvement

Mandatory Question (13 response(s))  
 Question type: Checkbox Question

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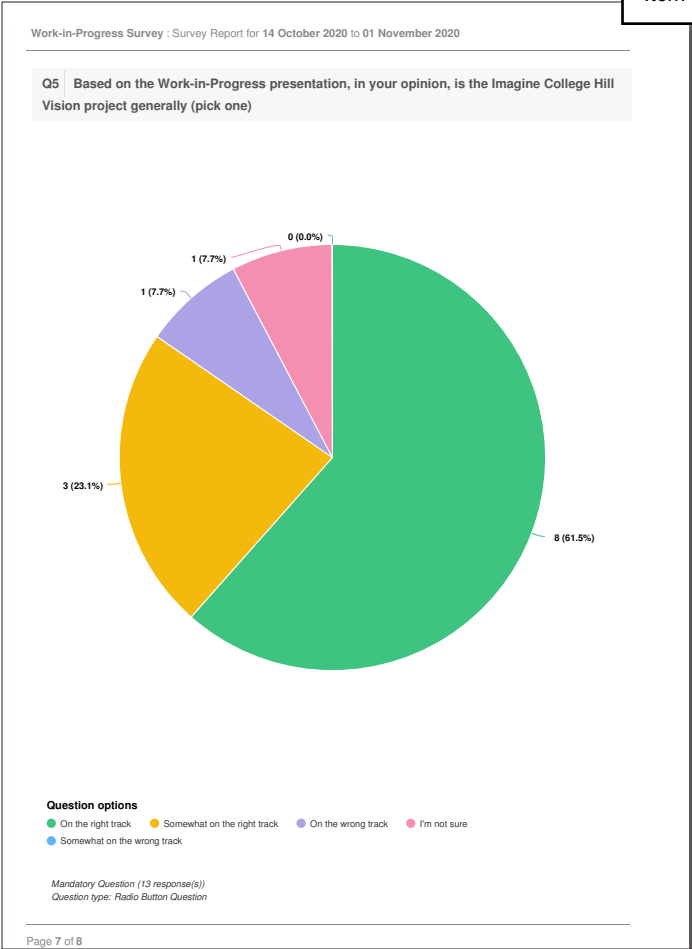
Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

**Q4 | What was the most important idea that you heard in the Work-in-Progress presentation?**

Anonymous 10/16/2020 10:59 AM	Connecting lower college hill to upper college hill.
Anonymous 10/22/2020 02:50 PM	street trees
Anonymous 10/27/2020 11:18 AM	Better zoning practices in the immediate area of the Hill and school (upzoning)
Anonymous 10/27/2020 12:21 PM	Walkability increase and maintaining neighborhood character
Anonymous 10/27/2020 01:21 PM	Connecting lower and upper hill
Anonymous 10/27/2020 02:41 PM	In an earlier October discussion, I heard that one objective is to provide more or better alternatives for student transportation between campus and downtown. I didn't hear an obvious solution but the problem was clearly identified.
Anonymous 10/27/2020 08:29 PM	Stabilize and enhance neighborhoods
Anonymous 10/28/2020 05:39 AM	Improving the dining and shopping options in the area.
Anonymous 10/28/2020 07:11 AM	How to get College Hill to easily connect not just to campus but other areas of CF including Downtown
Anonymous 10/28/2020 03:14 PM	Changing parking requirements so development can happen. Putting garages BEHIND housing in new prototypes.
Anonymous 10/30/2020 08:16 AM	..
Anonymous 10/30/2020 08:17 AM	i didnt hear it
dvsnothere 10/30/2020 08:31 AM	Expansion of bike lanes and securing affordable, quality food items in the area to reduce automobile transportation.

**Mandatory Question (13 response(s))**

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Work-in-Progress Survey : Survey Report for 14 October 2020 to 01 November 2020

**Q6 | Please provide any additional comments here.**

Anonymous 10/27/2020 12:21 PM	We need not rewrite the code to make it cheaper for developers to build without parking and guarantee them a profit. I heard that in the presentation, that we must make it profitable for developers. This can't be done be eliminating all parking.
Anonymous 10/27/2020 02:41 PM	To clarify the presentation – State the objective or the problem to be solved. It isn't obvious to all. Who will benefit and how? The graphics would be easier to interpret if you label/show North and a recognizable landmark.
Anonymous 10/27/2020 08:29 PM	Looks great!
Anonymous 10/28/2020 05:39 AM	The area needs more greenery the potential options looked great. More multi use commercial/residential
Anonymous 10/28/2020 03:14 PM	Nice idea with gas station at Seerley and Main, too (gas in back), and connecting upper and lower Hill, and other infill ideas. Also, love the idea of the closed piece of 23rd street to a plaza for festivals.
Anonymous 10/30/2020 08:16 AM	..
dvsnothere 10/30/2020 08:31 AM	I am also in favor of creating more green spaces especially along Dry Run Creek so we integrate with the landscape and so more to connect with CF's resiliency and stormwater run off plans.

**Optional question (7 response(s), 6 skipped)**  
**Question type: Single Line Question**

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During the Imagine College Hill Project, the consultant team reviewed the recent College Hill parking study and studied the current residential parking requirements from the perspective of both the local real estate market, and basic site layout and building design. The recommendations to reduce the minimum parking requirements in the *Market Considerations* (p. 17) and *Appendix* (p. 62); *Transportation Review* (p.18); and *Illustrative Projects* (p.45) sections of this plan are based on this analysis and the aspiration to have more students living within walking distance of campus.

The current minimum parking requirements are one space per bedroom, which in the College Hill/UNI context assumes that every student has a car. (While historically many college students shared bedrooms, the current student rental practices indicate that is no longer the case. Even the UNI dormitories have moved toward single-room occupancy.) Any renter who does not have a car will be paying for a space that they do not need and do not use. A mandated-but-unused parking space on College Hill is expensive land that could be put to a better use. The exact number of students who have cars may fluctuate a few percentage points from year to year, but it is always well below 100%.

The Prototypical Projects that are illustrated were created for this Vision Plan and based on real-world figures: typical apartment sizes (1000 square feet per 2-bedroom apartment) and standard parking space configurations. The table below provides the unit and bedroom counts for the projects as illustrated, with ground floors being non-residential, and including the increase in units created by adding floors to the building (with parking spaces remaining constant). The estimated amount of on-site surface parking that could be provided on each site is based on a calculation of: the area remaining after the building footprint area and the vehicular circulation area are subtracted from the total lot area. *Note that only one of the Prototypical Projects below would meet the current parking requirements, underscoring the importance of revising the standards if redevelopment and intensification of student housing near campus is the goal.*

**TABLE KEY:**

**Yellow Boxes:** the number of parking spaces that can fit on the lot as illustrated

**Red Boxes:** the parking provided does not meet the ratio at the top of the column; therefore the project would not be permitted

**Green Boxes:** the parking provided does meet the ratio and therefore the project would be permitted

The "parking sink" on the bottom row provides the number of parking spaces in the prototypical off-site parking lot illustrated on p.56.


IMAGINE COLLEGE HILL -- PROTOTYPICAL PROJECT PARKING SUPPLY					
Configuration	Site	Units/BRs	Current Rate 1/BR	.75/BR	.5/BR
# of Spaces 3 Stories 4 Stories	<u>22nd &amp; College</u>				
	19 spaces				
	12 du/24 BR 19/38	N	19 Y	13 Y	
# of Spaces 3 Stories 4 Stories	<u>21st &amp; College</u>				
	40 spaces				
	22/44 33/66	N	33 Y	22 Y	
# of Spaces 3 Stories 4 Stories	<u>22nd &amp; Merner</u>				
	54 spaces				
	25/50 37/75	Y	37 Y	25 Y	
# of Spaces 3 Stories 4 Stories	<u>23rd &amp; Merner</u>				
	27 spaces				
	14/28 21/42	N	21 Y	14 Y	
	<u>Parking Sink</u>				
	166 spaces				

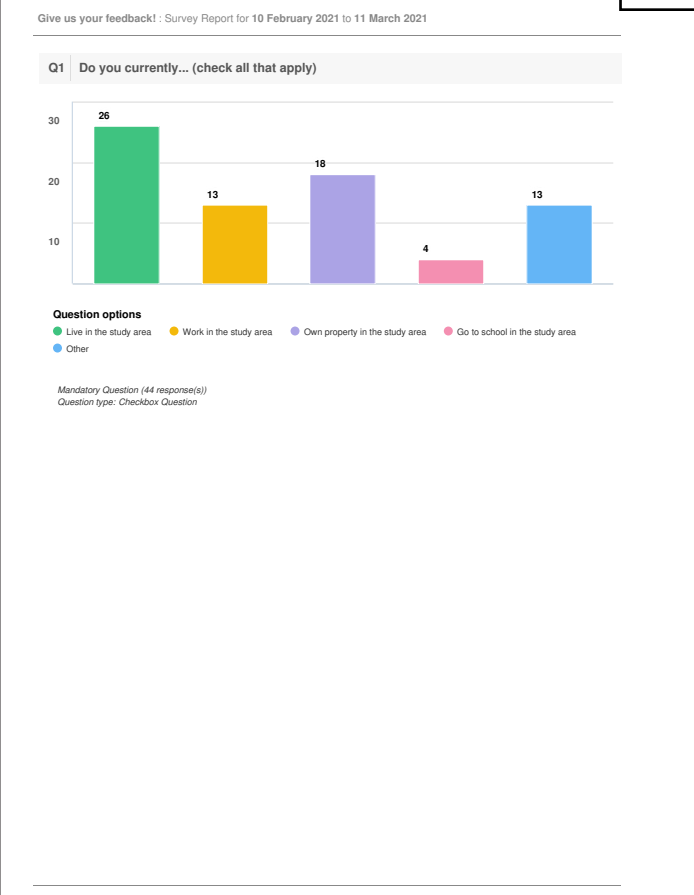
## Give us your feedback!

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**SURVEY RESPONSE REPORT**  
10 February 2021 – 11 March 2021

**PROJECT NAME:**  
Draft Imagine College Hill Vision Plan





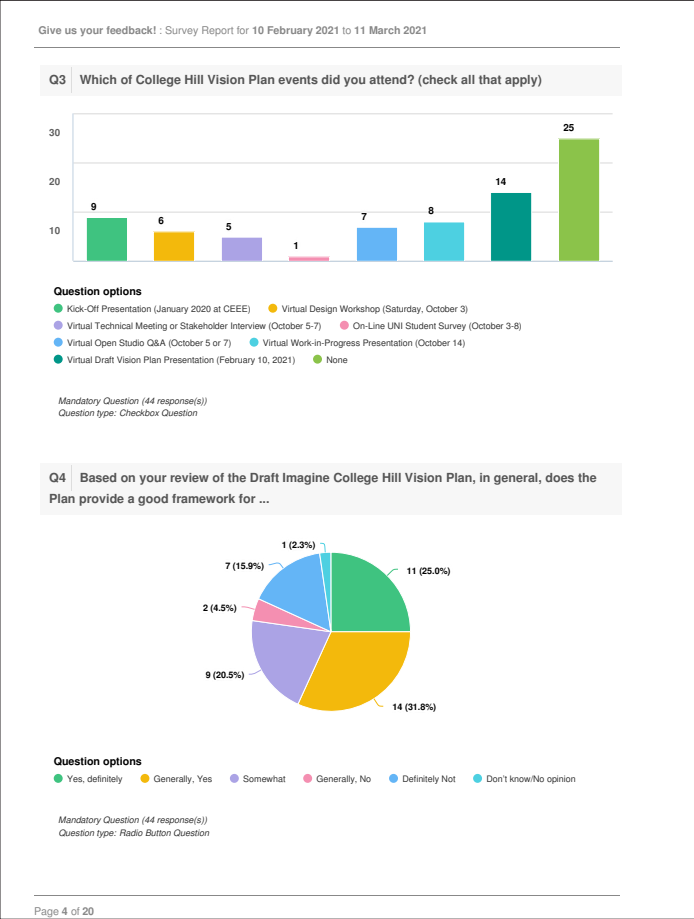
Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q2 If you answered 'OTHER,' please explain.**

Anonymous 2/16/2021 02:53 PM	I was a faculty member at UNI and know this area fairly well.
Anonymous 2/16/2021 06:44 PM	Shop, dine, and attend events in the study area
Anonymous 2/19/2021 11:38 AM	I also shop in the area, walk in the area, and am well-connected with neighbors and others living here.
Anonymous 2/25/2021 06:29 AM	Live in Cedar Falls
Anonymous 2/28/2021 06:40 PM	Live in cedar falls
Anonymous 3/09/2021 04:59 PM	Am up on the hill almost daily.
Anonymous 3/09/2021 05:20 PM	Visit area
Anonymous 3/09/2021 06:05 PM	Visit
Anonymous 3/09/2021 08:56 PM	I live North of Campus, just off 1st street
Anonymous 3/10/2021 04:57 AM	Frequent customer to the area
Anonymous 3/10/2021 05:32 AM	other
Anonymous 3/10/2021 07:49 AM	I live in the Birdsall area so drive through here frequently or order take out from this neighborhood.
Anonymous 3/10/2021 02:10 PM	I am a former UNI grad and currently a resident of Cedar Falls but do not live in the college hill district.

**Mandatory Question (13 response(s))**  
Question type: Single Line Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q5 Do you have any comments or questions about the PLAN RECOMMENDATIONS in the EXECUTIVE SUMMARY.**

Response	Count	Percentage
Yes	24	54.5%
No	20	45.5%

**Question options**  
 Yes  No

Optional question (44 response(s), 0 skipped)  
 Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q6 Please identify the specific Plan Recommendation(s), if applicable.**

Anonymous 2/16/2021 02:53 PM  
 While I agree there is a major parking situation, the plan seems to really hit that hard. The consultants seem to think that college students will live in the area and NOT bring their cars to Cedar Falls. Do they actually know college students?? And I wonder why you are considering clear up to 12th street as part of College Hill???

Anonymous 2/19/2021 11:38 AM  
 This is a great plan. It's visionary and will assist in providing good public space and connection between neighborhoods and college hill. I appreciate the aesthetic as well. I appreciate anything tying in interests of the various constituents in the area and not just something that will benefit the almighty dollar. Thank you for considering this plan and thanks to all who have worked so hard on it.

Anonymous 2/22/2021 03:54 PM  
 I appreciated that the College Hill Partnership was included in the priorities listed in the Executive Summary. I would like to see in the "Create gateways to College Hill to provide a sense of arrival" section: a note that these gateways to the area are very important as the Hill is one of the first places that visitors to Cedar Falls by way of the university see. The Hill should play a vital role of inviting university visitors into the rest of the city.

Anonymous 2/25/2021 06:25 AM  
 What are you going to do about mixing in student housing in residential neighborhoods when they have loud parties and don't respect their neighbors? What about upkeep of those properties such as snow removal and mowing the lawn? Will off street parking always be available so the streets aren't filled with cars?

Anonymous 2/25/2021 06:26 AM  
 What businesses were actually part of this survey? Seems like a lot of money for consultants with limited input of citizens.

Anonymous 2/25/2021 06:29 AM  
 Please don't add more housing specially the tall buildings like they did downtown. I feel it got rid of the small town feel. Plus it doesn't match they rest of the downtown. I love the bike path idea as long it is not in the street.

Anonymous 3/09/2021 11:23 AM  
 The vision and recommendations look really good, but the means to get there are less clear. I know that the idea is that changes to city code will help, but it's going to take a lot more than that to get there. I'm also not clear what is meant by "stabilizing the neighborhood" and want to make sure that this means preserving both historical character, amenities that support a strong community, and expanding the unique mix of human diversity. One important part of that is a revitalized Seerley Park, which was not part of this plan but definitely should be since it is owned by the city and under its direct control and management and is the heart of the neighborhood.

Anonymous 3/09/2021 05:25 PM  
 1. Create a thoughtful vision plan to manage change over time. • Reflect on the past, consider the present, look to the future Cedar Falls has a history as a sundown town, has difficulty attracting Black residents (and visitors), and is

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

currently embroiled in community tension as a result of active/ongoing racism, which has never been addressed in a systemic way. Our city government is comprised of white people only. It appears as if the key partners in this consulting firm are also white. I'd imagine very few Black people were engaged in any of the stakeholder meetings or input gathering sessions. Since we know land use policy and planning and zoning code has long been used as a tool to reinforce systemic racism, I would expect to see some mention of race in the plan - at the bare minimum. How have our policies impact BIPOC? How do they currently? How can we write better code and policy which works to actively make corrections for such? How can we build to be a more inclusive community in the future? At the very least, the city needs to ask itself these questions. As we prepare a vision and plan for the future of our community - which will result in a rewriting of our p&z code - we need to be able to say we had the conversations, and did the research to arrive at answers. It is completely negligent for a team of entirely (?) white city administrators, electeds, consultants, and stakeholders to plan for the future of this community without a single mention of race.

Anonymous 3/09/2021 06:04 PM  
 Parking needs improvement. Tear down a couple old properties.

Anonymous 3/09/2021 07:00 PM  
 We need to have viable businesses. There are too many vape shops, etc. This is no way to get families to move to the district. For that matter, why would those of us who have lived in the district for 38 years stay? Mainly because our house values have declined over the years because of the rentals and horrible landlords.

Anonymous 3/09/2021 07:58 PM  
 As revisions to zoning are considered, I would like to ask that issues of equity and diversity be considered. Making the College Hill area both welcoming for all, and affordable, is extremely important. Public transit access needs to be improved so that those without cars can access the area (that will also help the parking issue), along with connecting the bike trails.

Anonymous 3/09/2021 08:56 PM  
 We like the addition of more trees/greenscape in all of the plans. College Hill needs that! It will make the area more appealing. Redevelopment needs to proceed carefully in residential areas- too many homeowners in Cedar Falls have had homes on their block converted to college rental properties that are not properly maintained. Nobody should have to walk up and down their street collecting beer bottles in what is a residential neighborhood because college students who have no interest in maintaining the home's value and have no regard for their neighbors. Set up specific College housing zones, spend some of the development \$\$ to buy homeowners who want to move out at a fair market value.

Anonymous 3/09/2021 11:39 PM  
 College Hill is more a part of UNI than it is the City of Cedar Falls. We already have enough bike paths and sidewalks. Main roads (18th and College St) already have large paintings on them to "share the road". Currently about 10000 cars to every bike. Don't see any bikes five months a year because of our weather. It makes the bike crowd happy but pisses

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

everyone else off. Tax them somehow to pay a users fee like the cars currently pay for roads and maintenance though a gas tax. The city feels that everything else should be self sufficient. College Hill is no longer family friendly. All that is currently there are liquor stores, vape shops, bars and tattoo parlors. Not things my family is attracted to. Focus on getting the student base up. They are down 4000 students. None of this is bringing more students here and won't. We don't need a grocery store because the last one closed 30 years ago. Get real. Focus on the real problems not the liberals "wish" list. Get your head out of the sand. Parking is and will always problem. The studies are a waste of tax dollars and be better used.

Anonymous 3/10/2021 08:07 AM  
 The growth of the Hill area means an increase of heavy truck traffic. This is natural and should be expected. All goods must be trucked to the neighborhood, typically using tractor trailer sized vehicles. Then all the waste and trash must be trucked out using large refuse collection trucks. Transportation planning should include accommodations for these large trucks. The streets generally impacted are University Ave., College St. and 18th St. Large trucks can not turn around easily. The alley access points at the rear of the Hill business do not allow for easy loading zones. Loading operations typically are done from the street front, which then constricts other traffic flow. The renderings presented on line showing the wonderful streetscapes should be drawn with samples of large delivery trucks. Thank you for the opportunity to comment.

Anonymous 3/10/2021 10:26 AM  
 A reduction of the emphasis on alcohol, cbd/thc, Kratom, vaping and other dangerous and predatory business interests.

Anonymous 3/10/2021 10:33 AM  
 I'm so disappointed to see the number of marijuana, alcohol, and tattoo places in the College Hill area. Can we have some things that promote positive behaviors and lifestyles?

Anonymous 3/10/2021 06:53 PM  
 I have become aware of the lack of outreach and inclusion in the plan of cedar falls' minority BIPOC population. How will this be remedied?

Anonymous 3/10/2021 06:54 PM  
 Lot of great effort in this and applaud putting this together. It hard to see how there's really a true need for high density housing given the 1) current enrollment of the university, 2) given the monopoly a certain owners with what seems to be a one sided CPH. Hard for the "little" guys to get a fair voice or even what to show up at any meetings.

Anonymous 3/10/2021 09:29 PM  
 I want to make sure that the plan considers the impact of code changes on diverse people/people of color. The current stakeholders (myself included) in Cedar Falls are all or mostly white. The future Cedar Falls needs to be more welcoming and diverse. How can plans for the future and recommendations for changes in the code address that? We need to think deeply about the structures we make and amend, and how that moves us to a more diverse and welcoming place in the future.

Anonymous  
 I have a concern that the plan builds on the work of College Hill Partnership.

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

3/10/2021 10:05 PM

The partnership is predominantly controlled by one developer and his colleges, so I would not put that much merit in what they might push for. I can see there is not a good understanding of the college rental market and how it evolved as the campus grew, particularly when the enrollment out grew the dorm space in the 60's on to the peak enrollment in roughly 2002 I believe when the campus enrollment went over 14,000. The character neighborhoods are not big enough that show the student rental market.

**Mandatory Question (20 response(s))**  
Question type: Essay Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q7 Do you have specific comments and/or questions on the ANALYSIS section of the Imagine College Hill Vision Plan?**

Response	Count	Percentage
Yes	7	15.9%
No	37	84.1%

**Question options**  
Yes No

Mandatory Question (44 response(s))  
Question type: Radio Button Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q8 Provide us your specific comments here! Please reference specific sub-sections or page numbers in your response, if possible.**

Anonymous  
2/22/2021 03:54 PM  
I appreciate the inclusion of feedback from the university students especially the highlight of mobility. There is a lot of speculation about the university students and their transportation habits and requirements by the greater community. Many times the speculation is just an assumption and not based on data for feedback from the current student population.

Anonymous  
2/25/2021 06:26 AM  
How many bikes have been on campus from November through February? Bike paths used when students are gone in the summer? Campus already has enough concrete. College Hill is now part of UNI. Parking is and always has been the number one concern on campus and downtown. I'm not going to ride my bike or walk in the cold or hot humid day to go out. Get real. Ask the masses, not the fringe groups that continually push the agendas.

Anonymous  
3/09/2021 04:59 PM  
Need much more parking.

Anonymous  
3/09/2021 07:00 PM  
The meetings were not well-advertised or presented online. As residents of the district and full-time workers, we don't have time for this nonsense. Also, to do this study during COVID-19 was nuts!

Anonymous  
3/10/2021 06:54 PM  
Don't see any value in high density just so one can justify their building project.

Anonymous  
3/10/2021 09:29 PM  
YES -- UNI should take a more active role in helping the neighborhood solve the parking issue. They have SO MUCH space, but does so little -- it forces parking out into the neighborhood. So, let people park in the parking garage. Sell parking spaces! It's hardly used! Coordinate parking management with UNI. The parking fee structures, hours of public availability, and enforcement for the city and university parking should be similar. Currently, students and university employees alike take advantage of the "free" on-street parking supply in nearby neighborhoods rather than purchase parking permits. In addition, as the Imagine College Hill Plan is implemented, consider marketing College Hill as a place where students can live car-free and rely on a robust multi-modal system that is convenient, safe, and reliable for the bulk of trips that residents need to make in the district.

Anonymous  
3/10/2021 10:05 PM  
again, the borders for the student dominant area needs to be expanded.

**Mandatory Question (7 response(s))**  
Question type: Essay Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q9 Some of the sub-sections of the IMAGINE COLLEGE HILL FRAMEWORK section of the College Hill Plan are listed below. Please select which sub-sections you'd like to comment on, if any.**

Sub-section	Count
Big Ideas	10
Character Areas	7
Building Frontages	8
No Comment on any sub-sections	29

**Question options**  
Big Ideas Character Areas Building Frontages No Comment on any sub-sections

Mandatory Question (44 response(s))  
Question type: Checkbox Question

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q10** Leave us your comments or questions about the BIG IDEAS for College Hill.

- Anonymous  
2/16/2021 02:53 PM

The plan looks great. Is it realistic? Remake the streets? Remake store fronts? Where does the funding come from?
- Anonymous  
2/16/2021 04:48 PM

Overall, the plans for transforming the Dry Run Creek area as greenspace is sound and quite positive. However, we should add mitigation against urban flooding by not building a walk way covering over the creek between Petterson Plaza and Olive St. We need to secure our investment by allowing potentially record-level floodwaters to flow through rather than be squeezed by a longer drainage culvert beneath College St and Petterson Plaza.
- Anonymous  
2/16/2021 07:38 PM

The Big Ideas are all spot-on and the city and neighborhood need to take these up.
- Anonymous  
2/22/2021 03:54 PM

I think these big ideas really capture the desires of the community to improve College Hill.
- Anonymous  
3/09/2021 11:23 AM

Big support for enhancing neighborhood, linking upper and lower hill and treating natural areas as amenities
- Anonymous  
3/09/2021 07:00 PM

Get rid (or limit) the number of liquor stores and vape shops.
- Anonymous  
3/09/2021 07:58 PM

I really like the idea of multi-use buildings, as well as making sure there is green space. I'd like the whole area to be environmentally conscious, as well as improving accessibility via pedestrians and bikes and public transit.
- Anonymous  
3/09/2021 07:58 PM

loved the comment about a UNI students family coming to the hill & having it be a friendly, vibrant neighborhood. I've been frustrated with the amount of smoke shops we currently have :/ we need more places like sidcar, milkbox, mohair pear, octopus!
- Anonymous  
3/10/2021 05:32 AM

none
- Anonymous  
3/10/2021 09:29 PM

1. I love these ideas (below). Is there something we can do to prevent racial discrimination against renters in the code? Or related laws the city needs to make. The discrimination is a REAL thing. Look at CF's population. Make sure the rules enable the development of more intense student housing in the Heart of College Hill, General College Hill and University Neighborhood character areas, within walking distance to campus and the local businesses (see p. 35)-Maintain regulations prohibiting the conversion of single-family

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

houses into apartments outside of designated areas-Adjust parking requirements to ensure College Hill is "the place" where students can live without a car-Revise parking requirements to enable and encourage less expensive (market-rate) housing-Work with UNI to promote car-free living for students 2. As a long-time member of the College Hill Partnership, I find the city is prohibitively restrictive on cafe seating, public events with alcohol, adding decorative lighting across College St., and doing public street closures for things like the College Hill Farmers Market. Community Main Street gets an easy path on much of this. The city tends to view College Hill as full of stereotypical drunk students, so it makes it very difficult for us to be taken seriously as a community with students, families, and others. They go out of their way to steer development to downtown, but treat College Hill like an afterthought. Some in the staff and city council, in particular, imagine the Hill how it was in their college days, and think the standards from the 1970s and 80s (crappy rentals and few regulations) are completely fine. So, we like the ideas below, but need the city to take us seriously, and help nurture the Hill to be a better place. Big Idea: Increase retail and dining options Implementation Steps-Continue supporting the College Hill Partnership—economically and politically-Incentivize increased housing near campus to create more neighborhood support for retail and business options-Coordinate shared parking with UNI to support College Hill businesses outside of peak university hours (nights and weekends)-Create locations and provide opportunities for outdoor commercial and special event use, including wider sidewalks and flexible plaza space at 23rd Street

**Mandatory Question** (10 response(s))  
**Question type:** Essay Question

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q11** Leave us your comments or questions about the CHARACTER AREAS identified for College Hill. (Please include the name of the individual character area, if applicable.)

- Anonymous  
2/22/2021 03:54 PM

Something minor but I do question why the houses along w 18th street (South Side) are included in Fairview Neighborhood I would think that would be included in Seerley Park and Clay Street Park.
- Anonymous  
3/09/2021 11:23 AM

Seerley Park is an important element to the neighborhood character area.
- Anonymous  
3/09/2021 07:00 PM

The character of the College Hill area is not appealing. Liquor stores, vape shops, unclassy bars, etc.
- Anonymous  
3/09/2021 08:56 PM

With residential housing up to the edge of campus along University Ave, anything that designates that you are now entering campus will be great.
- Anonymous  
3/10/2021 05:32 AM

none
- Anonymous  
3/10/2021 10:33 AM

Can we have some things that promote positive character development? Art gallery? Live music venue? Increase the farmer's market? I love the Arts Festival - is there some way there could be a space for more art? Maybe showcase some of the UNI art students' and/or faculty works, as well as work by community members? Maybe a "Made in Cedar Falls" shop that sells works by local people. Music venues with live music --- again, could be UNI music students, community people that play and/or sing, could even be a garage band. Anything that encourages healthy cultural activities.
- Anonymous  
3/10/2021 10:05 PM

If the character areas are not representative of what the population in those areas are the "vision" will be flawed. This applies to all of them but predominantly the yellow area they are calling Seerley park neighborhood. To be effective this area needs to be split up in several subgroups. North of 18th street is very different than Walnut, Iowa, and Tremont streets directly East of Campus. The Orange area representing the very dense student population needs to expand further east, south east, and pick up the area north of the creek on the other side of University. Essentially the College Hill Neighborhood Overlay. This is where students should be encouraged to live. They are in town to go to the University. Let them live by the University in the manner that suits them.

**Mandatory Question** (7 response(s))  
**Question type:** Essay Question

Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q12** Leave us your comments or questions about the BUILDING FRONTAGE TYPES identified for College Hill. (Please include the name of the individual building frontage type, if applicable.)

- Anonymous  
2/25/2021 06:26 AM

Are we building a second Downtown with the same failures.
- Anonymous  
3/09/2021 05:49 PM

.
- Anonymous  
3/09/2021 06:04 PM

No more smoke shops.
- Anonymous  
3/09/2021 06:05 PM

Keep it Iowa centric- not some European vision!
- Anonymous  
3/09/2021 07:00 PM

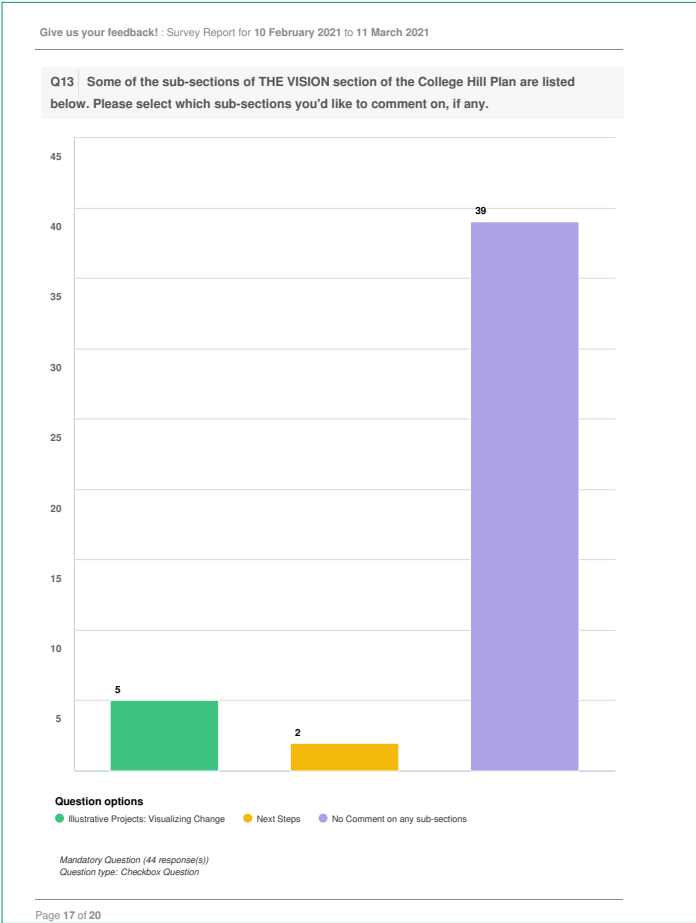
Everything needs an update—inside and outside.
- Anonymous  
3/09/2021 07:58 PM

See above - multi use buildings similar to those working well in downtown would be really practical.
- Anonymous  
3/10/2021 05:32 AM

none
- Anonymous  
3/10/2021 06:53 PM

remedied? Am less concerned with frontage than with keeping a diversity of businesses. Since the visioning we have added 2 liquor stores and a vaping store.

**Mandatory Question** (8 response(s))  
**Question type:** Essay Question



Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

**Q14** Leave us your comments or questions about any of the ILLUSTRATIVE PROJECT pages. (Please provide the project number or name with your response.)

Anonymous  
2/16/2021 04:48 PM  
Trees are extremely important and necessary to replace our devastated canopy. I really approve of the redevelopment of 23rd St. between College and Olive.

Anonymous  
2/16/2021 07:38 PM  
Beautiful. This is what we need.

Anonymous  
3/09/2021 07:00 PM  
It would be nice to have an area that mimics downtown Cedar Falls without having to drive to downtown and having to find parking.

Anonymous  
3/09/2021 07:58 PM  
loved these visuals! i am excited to see a change!

**Optional question** (4 response(s), 40 skipped)  
**Question type:** Essay Question

**Q15** Leave us your comments or questions about the NEXT STEPS section.

Anonymous  
3/10/2021 10:05 PM  
I was not aware the survey would be referring back to the presentation, which is quite lengthy (not a bad thing). Many people are not aware of the Vision plan and truthfully it was hard to find the link to the survey. I will respond by email after taking another look at the presentation.

**Optional question** (1 response(s), 43 skipped)  
**Question type:** Essay Question

**Q16** If you wish to provide any additional comments or questions, please use the space below.

Anonymous  
2/16/2021 02:53 PM  
I like parts of the vision. But please get realistic about this. AND - consider that the enrollment at UNI is not only way down now, but most likely will never get back to where it was in the fall of 2012 (i.e. over 13,000).

Anonymous  
2/16/2021 06:44 PM  
I fully support this vision plan. Comprehensive and forward thinking. Thank you!

Anonymous  
2/22/2021 03:54 PM  
I think the vision plan clearly describes exactly what we have been hearing in the public but also what was said in all of the public meetings. I am excited to see how this vision plan changes the hill over the long term. I hope that

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others in Cedar Falls will embrace this plan and be willing to take the steps to move it forward. Especially when it comes to changing the parking requirements close to campus to be able to execute the overall vision of enhancing the area.

Anonymous  
2/25/2021 05:50 AM  
Maybe we should start by looking at the types of businesses that are on The Hill. We have Vap Shops, liquor stores, tattoo parlors, and bars. What part of this does the city see as progressive to the city. Nothing that is family friendly. We live around the area and there is currently nothing I would ride my bike to. Maybe if we got true leadership, increasing UNI student base would be a good start. Nothing in this plan addresses the real problem All the city seems to care about is density and a few developers. We don't need a grocery store. We had one before and it was not profitable. The sad part is as alumni, the complete failed leadership has led my three children to go elsewhere to college.

Anonymous  
2/25/2021 06:26 AM  
Use the taxpayers monies wisely. Quit changing the rules for a few developers. There only in it for the money, not the neighborhood.

Anonymous  
3/09/2021 04:59 PM  
More parking.

Anonymous  
3/09/2021 05:49 PM  
.

Anonymous  
3/09/2021 07:00 PM  
I think I've said enough.

Anonymous  
3/09/2021 07:58 PM  
I love cedar falls, i love college hill. i graduated from UNI in 2001, i'm excited to see it become a more vibrant place to shop, get coffee to meet people & eat! appreciate all that you're doing!!

Anonymous  
3/10/2021 04:57 AM  
Very comprehensive plan! Well done!

Anonymous  
3/10/2021 07:49 AM  
I like the idea of a mini target or something similar so students have the ability to walk to a store to get more of their needs met rather than bars everywhere. All I see are bars and smoke shops.

Anonymous  
3/10/2021 10:33 AM  
Thank you for considering my suggestions. I love Cedar Falls! and I would love for it to be the happiest, healthiest community in Iowa!

Anonymous  
3/10/2021 02:10 PM  
The plan is nice but I think we are missing the mark. Development across our state is becoming very "cookie cutter", everyone is doing the same thing... Brick buildings with strategic architectural features so it fits in with the modern day trend. Why not be bold, do something unique that is going to stand out and attract more people to the area. College Hill has the potential to be a "mini-las vegas" if you will. Bright neon signs, outdoor speakers that play

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Give us your feedback! : Survey Report for 10 February 2021 to 11 March 2021

music; an attraction that people would flock to just for the atmosphere/experience. There is potential to make College Hill so much more than a residential attraction, it could bring in visitors from all over which would have an enormous economic impact for our city. My point is, I think we could go bigger/more unique with the overall plan.

Anonymous  
3/10/2021 06:53 PM  
I know concerns about cedar falls' race issues have been raised to city council and p&z. Each day our ability to be inclusive becomes more important. I know it is the 11th hour on these plans but I urge that we devise some way of intentionally including more diverse voices. Thank you.

Anonymous  
3/10/2021 09:29 PM  
Missing middle-housing is very important. It would be nice, as the Hill is zoned, to step back the housing size from the center as it moves into blocks of single family housing. I don't mind some mixture, either, but not cheap, boxy vinyl-sided structures that ruin the value and character of the neighborhood.

Anonymous  
3/10/2021 10:05 PM  
this is a good start... long way to go...

**Optional question** (16 response(s), 28 skipped)  
**Question type:** Essay Question

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## ADMINISTRATION

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

## MEMORANDUM

**TO:** Mayor Laudick and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** January 18, 2024  
**SUBJECT:** Approval of Asbestos Testing Contract for the Industrial Park Property Demolitions Project, Project No. DM-427-3333

Within the past year the City has acquired several properties adjacent to the West Viking Road Industrial Park as the City prepares for the future growth of the industrial park. Those properties include 2603 S. Union Road (2.35 acres), 2617 S. Union Road (2.50 acres), and 6512 W. Ridgeway Avenue (76 acres). Before the City can incorporate these properties into the industrial park, we must first remove the houses and outbuildings that exist on each of the properties.

Before the City can demolish the structures, asbestos testing must occur to determine if any asbestos abatement is needed on any of the structures.

Quotes were requested from companies for the asbestos testing and clearance monitoring services. One quote was received:

Company	Bid for Testing	Bid for Re-Inspection	Total Bid Amount
Iowa Environmental Services, Inc.	\$2,250	\$720	\$2,970

The 3 properties that need asbestos testing are as follows:

1. 2603 S. Union Road
2. 2617 S. Union Road
3. 6512 W. Ridgeway Avenue

Staff recommends approval of the agreement for asbestos testing and clearance monitoring services with Iowa Environmental Services, Inc., for work at the above three properties. This work will be completed by the contractor after approval and issuance of a Notice to Proceed by the City.

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

xc: Ron Gaines, P.E., City Administrator

CITY OF CEDAR FALLS, IOWA  
GENERAL TERMS AND CONDITIONS  
ASBESTOS INSPECTION/MONITORING SERVICES

This Agreement is by and between Iowa Environmental Services, Inc. ("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 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 at least seven (7) days written notice to the City, suspend services under this Agreement until such unpaid balance is paid in full.

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

### 3.0. Taxes.

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

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

### 4.0. Ownership and Use of Documents

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

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

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

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

### 5.0. Termination.

5.1. The City may terminate this Agreement at any time for its convenience by giving written notice to the Contractor of such termination and specifying the effective date of the termination, at least thirty (30) calendar days before the effective date of termination. In that event, all finished or unfinished Services, reports and materials prepared or furnished by the Contractor shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Contractor shall be paid for all Services which have been authorized,

approved and provided up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification.

9.1. Contractor (including, for purposes of this Section, Contractor's agents, employees, subcontractors or others working on behalf of Contractor) shall indemnify, defend and hold harmless the City and its elected and appointed officers, its employees, and agents working on behalf of the City, from any and all liability, loss, cost, damage and expense (including reasonable attorney fees and court costs) resulting from, arising out of, or related in any way to any claims, demands, actions or suits based upon or alleging personal injury, including bodily injury or death, and property damages, arising out of or in any way connected or associated with the Contractor's performance under this Agreement.

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

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

10.0. Insurance.

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

Insurance requirement waived: \_\_\_\_\_(Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations.

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

12.0. Independent Contractor.

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

13.0. Non-Collusion.

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



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

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

14.0. Nondiscrimination and Equal Opportunity.

14.1. Contractor will not in the performance of this Agreement unlawfully discriminate against any employee or applicant for employment because of race, sex, color, creed, national origin, marital or familial status, religion, age, disability, sexual orientation, gender identity, genetic information or veteran status, or any other classification protected by federal, state, or local law.

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

The Contractor will be required to hold and maintain a valid Iowa Asbestos Inspector License and a valid Certificate of Liability Insurance for the duration of the project. The Contractor must also remain in good standing as a Registered Contractor through Iowa Workforce Development.

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:

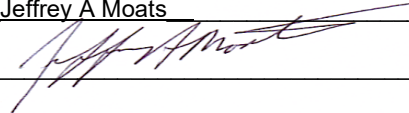
City:	Contractor:
Name: Shane Graham	Name: Jeffrey Moats
Title: Economic Development Coordinator	Title: Projects Coordinator
Address: 220 Clay Street	Address: 11101 Aurora Avenue
Cedar Falls, IA 50613	Urbandale, IA 50322
Telephone: 319-268-5160	Telephone: 515-279-8042
Email: shane.graham@cedarfalls.com	Email: jeffm@iesiowa.com

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

CONTRACTOR

Name Iowa Environmental Services, Inc

By: Jeffrey A Moats

Its: 

Date: 12/13/2023

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Daniel Laudick, Mayor

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

October 27, 2023

Shane Graham  
Economic Development Coordinator  
City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613

**IOWA ENVIRONMENTAL SERVICES Inc.**



11101 Aurora Avenue, Urbandale Iowa 50322  
PHONE: 515-279-8042 FAX: 515-279-1853  
WWW.IESIOWA.COM

RE: Proposal for Asbestos Inspection  
2603 S Union Rd  
2617 S Union Rd  
6512 W Ridgeway Ave  
Cedar Falls, IA

Mr. Graham,

The following is a proposal for asbestos NESHAP inspections for the structure referenced above located in Cedar Falls, Iowa, Iowa.

Iowa Environmental Services proposes the following:

1. Survey the structures for asbestos containing materials (ACM). This includes, but not limited to caulks, floor tile, floor tile adhesive, ceiling tile, ceiling texture, plaster, etc. Roofing samples are included in this proposal.
2. Document the location of the asbestos found and assess the materials condition.
3. Sample analysis will be performed by Iowa Environmental Services, Inc. Iowa Environmental Services is an AIHA accredited laboratory.
4. The survey will be conducted by accredited inspectors and be compliant with all NESHAP regulatory requirements.
5. Prepare a written report on the results of the survey. Included in the report will be the sample results, ACM inventory and potential removal cost estimate.
6. Following abatement of the structures Iowa Environmental will verify that all identified asbestos containing materials have been properly removed.

**Estimate of Costs**

The following is a cost estimate to perform the above-described work.

NESHAP Compliant Inspection	<b>Total \$ 2,250.00</b>
Clearance Final Walk Thru	<b>Total \$ 720.00</b>
<b>Project Total</b>	<b>\$ 2,970.00</b>

Mr. Graham, Iowa Environmental Services carries full Professional Liability Insurance (errors and omissions). If you have any questions or comments, please do not hesitate to call or write.

Sincerely

Jeffrey A. Moats  
Projects Coordinator

Owner Representative:

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit B

CERTIFICATE OF LIABILITY INSURANCE

DATE: Item 18. 12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Meyers Jenk Insurance, PO Box 323, Dyersville IA 52040. CONTACT NAME, PHONE: 563-875-8096, FAX: 563-875-8375, E-MAIL: myrsjnk@mchsi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Arch Specialty Insurance Company.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional liab-Claims Made.

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

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: Coleen Deutmeyer.



# CERTIFICATE OF LIABILITY INSURANCE

DATE **Item 18.**

01/11/2024

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).

<b>PRODUCER</b> McRill-Stowell-Christensen Insurance Agency 104 N. Center St. Suite B PO Box 514 Marshalltown IA 50158		<b>CONTACT NAME:</b> Commercial Line <b>PHONE (A/C, No, Ext):</b> (641) 752-2447 <b>FAX (A/C, No):</b> (641) 753-4004 <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : Acuity Insurance Company	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	
<b>INSURED</b> Iowa Environmental Services % Richard Soyer 11101 Aurora Ave Urbandale IA 50322			

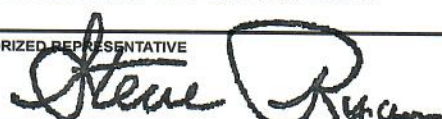
**COVERAGES**      **CERTIFICATE NUMBER:** CL2411101190      **REVISION NUMBER:**

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.

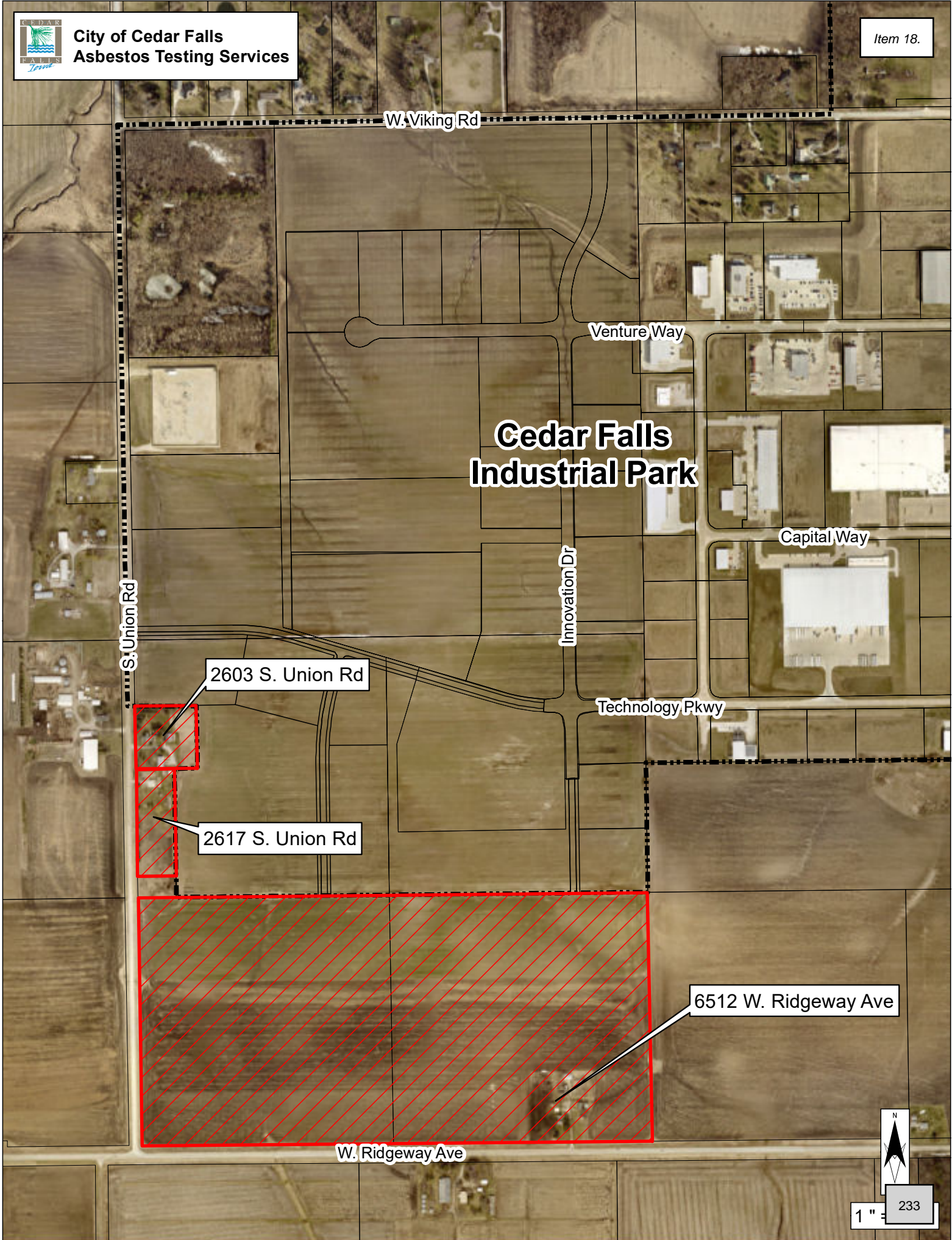
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	Z17174	03/27/2023	03/27/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Identity Recovery	\$ 25,000
A	<b>AUTOMOBILE LIABILITY</b> <input 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			Z17174	03/27/2023	03/27/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			Z17174	03/27/2023	03/27/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Z17174	03/27/2023	03/27/2024	PER STATUTE    OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

City of Cedar Falls 220 Clay St.  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 
---	---





W. Viking Rd

Venture Way

# Cedar Falls Industrial Park

Capital Way

Innovation Dr

S. Union Rd

2603 S. Union Rd

Technology Pkwy

2617 S. Union Rd

6512 W. Ridgeway Ave

W. Ridgeway Ave



1" = 233'

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266  
FAX: 319-277-9707

**MEMORANDUM**

**TO:** Mayor Laudick and City Council  
**FROM:** Jennifer Pickar  
**DATE:** January 23, 2024  
**SUBJECT:** Artist Agreement with Richard Bardle for Panthers on Parade Mascot Embellishment

Attached please find a contract to work with artist Richard Bardle to assist with the embellishment of a fiberglass TC mascot for the Panthers on Parade. The final design has been reviewed and approved by UNI staff and City staff. This is likely the final artist contract for this project.

The artist will receive \$500 upon pick up on or around February 1, 2024, and \$1,500 upon approved completion on or around April 15, 2024. The cost of this service is covered by mascot sponsorship.

Staff recommends approval.

Cc: Stephanie Houk Sheetz, Community Development Director

PROFESSIONAL SERVICES AGREEMENT  
 BETWEEN  
 CITY OF CEDAR FALLS  
 AND  
 RICHARD BARDLE  
 FOR PANTHERS ON PARADE MASCOT EMBELLISHMENT

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

**Background Information**

City seeks to showcase the community's pride and commitment to the University of Northern Iowa through a program called *Panthers on Parade*, comprised of artistic embellishments of UNI's mascot, TC, and displaying them in multiple locations in the community.

**Terms of Agreement**

1. **Artwork:** Artist shall provide a completed mascot embellishment ("Artwork") that is unique and original in its design, accurately following the approved design shown in Attachment A. No changes to the design will be made during production. No manipulation in the original pose of the mascot will occur. City will spray a protective clear coating consisting of clear automotive lacquer after TC delivery.
2. **Display of Artwork:** Artwork will be on display in a location within Cedar Falls from approximately May 1, 2024 – October 27, 2024 ("Display Period").
3. **Delivery and Installation of the Artwork:** Artist shall pick up a blank, prefabricated mascot from a to be announced location in Cedar Falls on February 1, 2024, upon notification by the City's Project Manager. Artist shall complete artistic embellishment as provided in Paragraph 1 and deliver to a to be announced designated location in Cedar Falls by April 15, 2024. If the Artwork and/or fiberglass form is not in substantially the same condition as shown on Attachment A, then this Agreement may be immediately terminated by City upon written notice to Artist, with no penalty or additional payment by City to Artist.
4. **Project Confidentiality:** Artist shall maintain confidentiality of the Artwork design until public launch, as notified by the City, including but not limited to any photos or video of work in progress or completed work to anyone via email, internet, social media, in-person or other means prior to the public launch.
5. **Ownership of Artwork:** Upon delivery, the Artwork shall be owned by the City and the corresponding mascot sponsor ("sponsor"). At the end of the Display Period, the Sponsor may sell or dispose of the Artwork at their sole discretion.
6. **Insurance & Liability:** From the time the blank mascot is picked up by the Artist until the time it is delivered to the City, the Artist is responsible for the value of the mascot/Artwork and any damages. Artist accepts all liability for the safe application of their artwork to the mascot and shall provide a safe, weather and vandal resistant mascot, including any appurtenances to the mascot. Artist is legally liable for structural additions shown in the design (Attachment A) that affect the mascot's structural integrity. At the City's direction and prior to executing any structural addition, the Artist may need to consult with the fabricator and provide written documentation confirming such change will not impact the structural integrity. Upon delivery of the Artwork, it will be inspected to assure there are no damages to the mascot or Artwork and the Artwork then

becomes the property of City. After delivery, the City may choose to repair minor damages to the Artwork if the inspection determines any occurred, at the City's expense and in its sole discretion. The City and Sponsor (if applicable) shall be responsible for minor maintenance or repairs during the Display Period.


7. Hold Harmless: The Artist agrees to hold harmless the City (for purposes of this Paragraph 7 includes elected and appointed officials, employees, and agents working on behalf of the City) against all actions, claims, liabilities, assertions of liability, losses, costs, and expenses whatsoever, in law or in equity, including but not limited to attorneys' fees and expenses, which in any manner directly or indirectly may arise or be alleged to have arisen, from the installation, deinstallation, or display of the Artwork or as a result of the duties and obligations on the part of the Artist as required by this Agreement.
8. Payment: City shall pay the Artist: \$500 at time of mascot pick up by the Artist and an additional \$1,500 upon delivery of the Artwork in satisfactory condition. In no event shall more than \$2,000 be paid to the Artist for each completed mascot.
9. Motion Pictures, Television Productions, and Photographs: The Artist grants City permission to allow the Artist's Artwork to be included in any motion picture television production, and/or photographs, and/or other images taken in the City, and/or any marketing materials with no compensation paid to the Artist other than as provided in Paragraph 8 above. In addition, the artist grants permission to the production company and/or photographer to exhibit or disseminate all or any part of said film or photographs through any medium throughout the world.
10. Independent Artist: Nothing herein shall be construed to create an employer-employee relationship between the parties, and Artist remains an independent Artist through the term of this Agreement and is totally responsible for the Artist's materials, labor, costs, transportation and insurance.
11. Assignment: No rights under this Agreement may be assigned or transferred by Artist without the prior written consent of the City.
12. Successors and Assigns: This Agreement shall be binding upon and inure to the benefit of Artist, and Artist's heirs, beneficiaries, successors, and assigns.
13. Entire Agreement: This Agreement, along with Attachment A, constitutes the entire agreement between the parties regarding the subject matter, and there are no promises or understandings between the parties except as set forth herein.
14. Notices: Any notice required to be given under this Agreement and any authorization required to be provided shall be given or provided to:

City's Project Manager:  
 Name: Jennifer Pickar  
 Title: Tourism & Cultural Programs Manager  
 Address: 6510 Hudson Road  
                   Cedar Falls, IA 50613  
 Telephone: 319-268-4266  
 Email: jennifer.pickar@cedarfalls.com

Artist  
 Name: Richard C Bardle  
 Title: Artist  
 Address: 1321 W 4th St  
                   Waterloo IA 50702  
 Email: rcbardle@gmail.com

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

ARTIST

  
\_\_\_\_\_  
Print Name: Richard C Barck

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_  
Daniel Laudick, Mayor

Attest: \_\_\_\_\_  
Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

**Attachment A**  
Approved Design





## DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS  
 6510 HUDSON ROAD  
 CEDAR FALLS, IOWA 50613  
 PH: 319-268-4266  
 FAX: 319-277-9707

## MEMORANDUM

**TO:** Mayor Laudick and City Council  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** January 19, 2024  
**SUBJECT:** Contract for Iowa Tourism Grant Funds

The Iowa Tourism Grant (ITG) Program promotes tourism in Iowa by funding tourism-related marketing initiatives, meetings and events that benefit both local economies and the state's economy. ITG awards range from \$2,500 to \$10,000 and require a 25 percent cash match.

In September Cedar Falls Tourism applied for a \$10,000 grant for spring and summer digital advertising. This requested was fully awarded for the following:

Digital Advertising: A digital ad campaign to promote Cedar Falls in Minnesota and Wisconsin. We would target areas based on data from Arrivalist that shows where visitors to Cedar Falls originate, and areas known for having active residents. The campaign will be coordinated with our larger annual campaign scheduled by Moxie. Ads would promote trails and family-friendly activities to visitors from Minnesota and Wisconsin. This advertising aligns with our current efforts and the state's efforts to reach younger active potential visitors with an emphasis on natural beauty (for visiting and quality of life) and culture & lifestyle (from art to festivals, breweries, and restaurants).

Funds may be used March – December 2024. The matching funds are accounted for in our current budget. Staff requests approval of this contract.

CC: Stephanie Sheetz, Community Development Director

IOWA ECONOMIC DEVELOPMENT AUTHORITY

IOWA TOURISM GRANT AGREEMENT

**BETWEEN** IOWA ECONOMIC DEVELOPMENT AUTHORITY  
1963 Bell Ave., Suite 200  
Des Moines, Iowa 50315  
(hereinafter "IEDA")

GRANT NUMBER: 24-ITG-03

EFFECTIVE DATE: 7/1/2023

PROJECT COMPLETION DATE: 8/1/2024

**AND** City of Cedar Falls  
220 Clay Street  
Cedar Falls IA 50613  
  
(hereinafter "Grantee")

AWARD AMOUNT: \$10,000.00

CASH MATCH: \$2,500.00

TOTAL PROJECT COST:

In consideration of the promises and mutual covenants and agreements contained herein, the Parties agree as follows:

1. DEFINITIONS.

"Grantee" means an entity as defined in the application approved by IEDA (Attachment C). The Grantee shall have the primary responsibility for the Project and shall be the fiscal agent. Grantee shall ensure that the minimum match requirement is met, and that all other conditions of this Agreement are met.

"Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, the application approved by IEDA (Attachment C), the award letter (Attachment B), and the Work Statement and Budget (Attachment A).

"Project Completion Date" means 8/1/2024, which is the date by which the Project tasks are complete.

2. PRIOR EXPENSES. No expenditures made prior to the Effective Date may be included as project costs for the purpose of this Agreement.

3. TOTAL PAYMENT. Total payment of state funds under this Agreement is not to exceed \$10,000.00 as shown in the Work Statement and Budget (Attachment A) unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by IEDA of sufficient state funds for this activity. Any termination, reduction, or delay of state funds to IEDA shall, at the option of IEDA, result in the termination, reduction, or delay of state funds to the Grantee.

4. CASH MATCH. The Grantee shall ensure that a minimum of twenty-five percent (25%) local cash match is provided for the Project.

5. COST VARIATION. In the event that the actual project cost is less than the total project cost amount specified in this Agreement, IEDA's participation shall be reduced at the same ratio as IEDA funds are to the actual project budget, and any disbursed excess above the reduced IEDA participation shall be returned immediately to IEDA.

6. REPORTING REQUIREMENTS. The Grantee shall submit a financial report to IEDA within sixty (60) days of the Project Completion Date for IEDA's review to verify that the terms of this Agreement have been met. The financial report shall include the completed final report form provided by IEDA, project invoices, and proof of payment.

7. PAYMENT PROCEDURES. Payment shall be made in one disbursement, after execution of this Agreement. A request for payment shall be made using the standard IEDA fund request form or a detailed invoice that contains the same information as the IEDA fund request form.

8. IOWA TOURISM OFFICE RECOGNITION. The Grantee will ensure that all marketing materials in printed and electronic form produced in association with this Agreement shall indicate the Iowa Tourism Office's support of this Project by including the Office's logo, verbiage, or other mutually agreed upon representation. IEDA may waive this requirement at its sole discretion.

9. UTILIZATION OF CONSULTANT(S). If consultant(s) are to be hired in association with the Project, the Grantee is responsible for recruiting, selecting, and contracting (e.g. terms and conditions, scope of work, payment) with consultant(s).

10. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure of the Grantee to make substantial and timely progress toward performance of the Agreement; c) a failure of the Grantee's work



product and services to conform with the terms of this Agreement and any and all attachments; d) a breach of any term of this Agreement; e) mispending grant proceeds for purposes not described in Work Statement and Budget (Attachment A). IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

11. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days written notice provided that not funds have been disbursed; b) as a result of the Grantee's default under this Agreement; c) as a result of the termination or reduction of funding to IEDA; d) upon written mutual agreement by all parties.
12. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Award Amount, the exclusive, sole, and complete remedy of the Grantee shall be payment for work completed prior to termination or the reduced Award Amount, whichever is less.
13. PROCEDURE UPON TERMINATION. If this Agreement is terminated due to Grantee's failure to cure a default, the Grantee shall return to IEDA all Grant funds within one (1) week of receipt of Notice of Termination.
14. NONASSIGNMENT. This Agreement shall not be assigned without the prior written consent of IEDA.
15. MODIFICATION. No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed by the Grantee. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state, or local laws, regulations, rules, or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.
16. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable state and federal laws, rules, ordinances, regulations, and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.
17. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state, and local laws, rules, and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.
18. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee shall jointly and severally defend, indemnify and hold IEDA, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which IEDA may incur or sustain by reason of (a) the failure of the Grantee to fully perform and comply with the terms and obligations of this Agreement; (b) the Grantee's performance or attempted performance of this Agreement; (c) the Grantee's activities with subgrants and third parties.
19. ACCESS TO RECORDS. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt, and transcribe any directly pertinent books, documents, reports, papers, and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.
20. RECORDS RETENTION. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.
21. UNALLOWABLE COSTS. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs. If it is IEDA's final determination that costs previously paid by IEDA are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs.
22. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
23. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

- 24. FINAL AUTHORITY. The decision of IEDA shall be binding on the Grantee. IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.
- 25. INTELLECTUAL PROPERTY. All concepts, tapes, compilations, or other work product procured or created by the Grantee (s) or its/their employees or agents for IEDA in connection with this Agreement shall be the property of IEDA. IEDA shall be deemed to be the author of such work product and all rights in the work product including copyrights and other rights, title and interest in such materials. Accordingly, IEDA may adapt, change, edit or use these materials in combination with the works of others and may publish the materials. If for any reason IEDA is not deemed to be the author and owner of these materials for all purposes then this Agreement shall be considered an irrevocable, perpetual assignment by the Grantee to IEDA of all rights it may have in any work product. The Grantee shall take any steps necessary to ensure that persons working on behalf of the Grantee will not have any claim to the work product or the rights in the work product.
- 26. DOCUMENTS INCORPORATED BY REFERENCE. The following documents are hereby incorporated by reference:
  - (a) Attachment A, Work Statement and Budget.
  - (b) Attachment B, Award Letter.
  - (c) Attachment C, Application as approved by IEDA.
- 27. ORDER OF PRIORITY. In the event of a conflict between documents, the follow order or priority shall be applied:
  - (a) Articles 1-28 of this Agreement.
  - (b) Attachment A, Work Statement and Budget.
  - (c) Attachment B, Award Letter.
  - (d) Attachment C, Application as approved by IEDA.
- 28. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void, and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, effective as of the Effective Date first stated.

FOR GRANTEE:

\_\_\_\_\_ Name

\_\_\_\_\_ Title

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

FOR IEDA:

Deborah Durham, Director \_\_\_\_\_

\_\_\_\_\_ Date

**ATTACHMENT A**  
**WORK STATEMENT and BUDGET**

Item 20.

The Grantee shall submit a comprehensive report to be used as a model for other entities with similar concerns.

	<b>Award Amount</b>	<b>Cash Match</b>	<b>Total Project Cost</b>
<b>TOTAL</b>	\$10,000.00	\$2,500.00	

<b>Cash Match Sources</b>
City of Cedar Falls

<b>Project Name</b>	<b>Explanation of how state funds will be used to support the project</b>
Cedar Falls Leisure Advertising	Welcome Center

**Attachment B – Award Letter**

Due to its size, Attachment B will not be attached to this Agreement, but will be kept on file at the IOWA ECONOMIC DEVELOPMENT AUTHORITY. It shall, nevertheless, be considered an incorporated element of this Agreement.

**Attachment C – Application**

Due to its size, Attachment C will not be attached to this Agreement but will be kept on file at the IOWA ECONOMIC DEVELOPMENT AUTHORITY. It shall, nevertheless, be considered an incorporated element of this Agreement.

# STATE OF IOWA

<b>BUDGET FY</b> 24	<b>General Accounting Expenditure</b>				<b>DOCUMENT NUMBER</b>
	DATE	ACCTG PERIOD (mm/yy)			
VENDOR CODE <b>FEIN</b>			AGENCY NAME		
VENDOR NAME AND ADDRESS City of Cedar Falls 220 Clay Street Cedar Falls IA 50613			BILL TO ADDRESS (ORDERING AGENCY) IOWA ECONOMIC DEVELOPMENT AUTHORITY 1963 Bell Ave, Suite 200 Des Moines, IA 50315		SHIP TO ADDRESS
TERMS	FOB	ORDER APPROVED BY			GOODS RECEIVED/SERVICES PERFORMED DATE INITIALS
QUANTITY	VENDOR'S INVOICE NUMBER				

### Iowa Tourism Grant Program

Source of funds	Line item	Contract budget	Expenditures		
			Since Last Report (1)	Previous Total (2)	Cumulative Expenditures (1+2)
<b>Local Cash Match Funds</b>	Item 1 cash	\$2,500.00			
	Item 2 cash	\$0.00			
<b>State Funds</b>	Item 1 state	\$10,000.00			
	Item 2 state	\$0.00			

<b>CONTRACT NUMBER: Grant Number</b> <b>DRAW # 1 of 1</b>	<b>Funds Requested</b>	\$10,000.00
	<b>Less: Funds Requested to Date</b>	
	<b>NET REQUEST</b>	\$10,000.00

<b>CLAIMANT'S CERTIFICATION</b> I CERTIFY THAT THE ITEMS FOR WHICH PAYMENT IS CLAIMED WERE FURNISHED FOR STATE BUSINESS UNDER THE AUTHORITY OF THE LAW AND THAT THE CHARGES ARE REASONABLE, PROPER, AND CORRECT, AND NO PART OF THIS CLAIM HAS BEEN PAID. <b>DATE</b> _____ <b>TITLE</b> _____	<b>AGENCY CERTIFICATION</b> I CERTIFY THAT THE ABOVE EXPENSES WERE INCURRED AND THE AMOUNTS ARE CORRECT AND SHOULD BE PAID FROM THE FUNDS APPROPRIATED BY: <b>CODE OR CHAPTER SECTION(S)</b> _____
CLAIMANT'S SIGNATURE _____	AUTHORIZED SIGNATURE _____

THE FOLLOWING FIELDS ARE FOR STATE ACCOUNTING USE ONLY

DOC TYPE (GAX) <b>GAX</b>	DOC NUMBER	DOC DATE	ACCTG PRD	BUDGET FY 24	ACTION NEW/MOD	PO SHIP INSTR	GAX TYPE	INT IND	INT SELLER FUND	INT SELLER AGCY						
VENDOR CODE	ADDR OVERRIDE	F/A INDICATOR	EFT IND <b>Y</b>	TEXT -po's only (Y/N)	TEXT (po's only)											
REF DOC TYPE	REF DOC NUMBER	REF DOC LINE	COM LN	VEND INVOICE #	COMMODITY CODE		GS CONTRACT									
LINE	FUND	AGCY	ORG	SUB ORG	ACTV	FUNC	OBJT	SUB OBJT	JOB NUMBER	REP CAT	QUANTITY/ UNITS	I/D	DESCRIPTION	AMOUNT	I/D	P/F
01	0001	269	C305				4124							\$10,000.00		
02																
03																

### DOCUMENT TOTAL

<b>GAX</b>	<b>WARRANT #</b>	<b>AUDITED BY</b>	<b>PAID DATE</b> _____
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**DEPARTMENT OF COMMUNITY DEVELOPMENT**

VISITORS, TOURISM AND CULTURAL PROGRAMS  
6510 HUDSON ROAD  
CEDAR FALLS, IOWA 50613  
PH: 319-268-4266  
FAX: 319-277-9707

**MEMORANDUM**

**TO:** Mayor Daniel Laudick and City Council  
**FROM:** Jennifer Pickar, Tourism & Cultural Programs Manager  
**DATE:** January 19, 2024  
**SUBJECT:** Agreement with Iowa Economic Development Authority

Please see attached an agreement with the Iowa Economic Development Authority that provides Cedar Falls Tourism access to statewide and localized visitation data from Arrivalist Co., a data vendor.

The cost is \$2,500 for access from January 2024, to December 31, 2024. Tourism staff will use this data for more effective and targeted tourism planning and marketing. Examples of data provided includes number of travelers, state of origin, day of travel, length of stay, seasonality, and more.

Staff recommends approval.  
Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

### Travel Iowa Data Co-op Agreement

This Data Co-op Agreement (“Agreement”) is made as of the effective date in Article 2 between **Cedar Falls Tourism on behalf of the City of Cedar Falls, Iowa**, located at 6510 Hudson Road, Cedar Falls, Iowa 50613 (“Partner”) and the **Iowa Economic Development Authority (“IEDA”)**, located at 1963 Bell Avenue, Suite 200, Des Moines, IA 50315 (collectively “Parties,” individually “Party”).

Whereas, IEDA has an agreement with Arrivalist Co. (“Arrivalist”) data vendor to provide access to statewide and localized visitation data, and

Whereas, IEDA has agreed to allow Partner access to the data provided pursuant to the agreement with Arrivalist for tourism planning and marketing in the area served by Partner,

Therefore, the Parties agree as follows:

1. **Obligations.** Each party agrees to the following obligations:
  - a. **IEDA Obligations**
    - i. Upon receipt of payment pursuant to Article 1(a)(iii), IEDA agrees to provide a unique login to Partner to access state dispersion data dashboards on the Tableau platform available to IEDA pursuant to its agreement with Arrivalist, subject to the terms and conditions of IEDA’s agreement with Arrivalist.
    - ii. IEDA agrees to coordinate with Arrivalist to provide online and recorded training and guides to Partner.
    - iii. IEDA will invoice Partner the following amount: \$2,500.00.
  - b. **Partner Obligations**
    - i. Partner agrees to only use Arrivalist data accessed pursuant to this agreement for tourism planning and marketing in the area served by Partner.
    - ii. Partner agrees not to share the login provided by IEDA outside of their organization or to create reports for other organizations.
    - iii. Partner agrees not to publicly share data accessed pursuant to this agreement without written permission from IEDA.
    - iv. Partner agrees to pay the amount specified in Article 1(a)(iii) within 30 days of receipt of the invoice.
2. **Term and Termination.**
  - a. The effective date of this agreement shall be **January 15, 2024**, and the Agreement shall automatically terminate on **January 14, 2025**.
  - b. This Contract may be terminated under any of the following circumstances:
    - i. Upon written mutual agreement of Partner and IEDA.
    - ii. As a result of the Partner’s breach of any provision of this Agreement.
    - iii. As a result of the termination or reduction of funding to the IEDA.

Partner’s access to data will be revoked on termination. IEDA will not refund any payment provided pursuant to this agreement.

3. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship between or among the Parties, and no Party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, any other Party hereto, in the absence of a separate writing, executed by an authorized representative of such other Party. Each Party shall be solely responsible for its employees and contractors used to perform under the Agreement.
4. **No promotional or political activity.** All Parties recognize the IEDA is an agency of the State of Iowa and agree that the sponsored project will not be used to support or oppose political candidates, political initiatives, or commercial products without the express written consent of all Parties in each instance.
5. **Indemnification.** Partner agrees to indemnify and hold harmless the State of Iowa and IEDA, its or their officers, employees and agents, appointed and elected, and volunteers, from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel retained to represent the State of Iowa or IEDA, related to or arising from Partner's acts in relation to this Agreement. Partner's obligation for indemnification shall survive termination of this Contract.
6. **Force Majeure.** No Party shall be liable for damages resulting from any delay or default in performance of any obligation herein if the delay or default is due to conditions beyond their control, including without limitation Acts of God, government restriction, or any other cause beyond the reasonable control of the obligated Party.
7. **No Publicity.** Notwithstanding any specific deliverable herein, no Party shall issue a press release, hold a press conference, or otherwise refer to any other Party's involvement in this Agreement without the prior written consent of all Parties.
8. **Warranties.** Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; and (d) it will comply with all applicable laws and regulations in its performance of this Agreement.
9. **Additional Terms.** This Agreement represents the entire agreement between the Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the state of Iowa without regard to Iowa conflict of laws statutes/rules. If any portion of this Agreement shall be declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected,

but will remain in full force and effect. The parties agree that electronic and/or digital signatures are valid and enforceable.

- 10. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact for both Partner and IEDA:

**PARTNER**

Jennifer Pickar  
Tourism Manager  
6510 Hudson Rd.  
Cedar Falls, IA 50613  
319.268.4266  
[Jennifer.pickar@cedarfalls.com](mailto:Jennifer.pickar@cedarfalls.com)

**IEDA**

Amy Zeigler  
State Tourism Manager  
1963 Bell Avenue, Suite 200  
Des Moines, IA 50315  
515.348.6259  
[amy.zeigler@iowaeda.com](mailto:amy.zeigler@iowaeda.com)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date specified in Article 2.

**FOR THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

BY: \_\_\_\_\_  
Deborah Durham, Director Date

**FOR PARTNER:**

BY: \_\_\_\_\_  
Daniel Laudick, Cedar Falls Mayor Date





## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Laudick & City Council  
**FROM:** Karen Howard, AICP, Planning & Community Services Manager  
**DATE:** January 29, 2024  
**SUBJECT:** Grant Application to Otto Schoitz Foundation for Seerley Park

The College Hill Neighborhood is one of the older, more diverse, and densely populated areas within Cedar Falls. Over the past several decades there have been ongoing community efforts to stabilize and revitalize this area. During the recent "Imagine College Hill" Visioning Project, the public noted the importance of enhancing neighborhood open spaces and community gathering places as a top priority to support healthy living.

Seerley Park, located in the heart of the neighborhood, is the second oldest park in Cedar Falls (est.1893). It has been decades since the last major renovation of the park, completed at a time when accessibility was, unfortunately, not considered. Children and adults with mobility issues find it very challenging to access the Park's playground and shelter. The only access is a steep diagonal sidewalk—and then across grass to the playground or shelter. The plan for upgrading the park includes creating an accessible route to the playground and shelter for children and adults in wheelchairs, using walkers, braces, or dealing with visual challenges. In addition, stable surfaces and smooth (ramp) transitions would be added so all children can "play together" and "stay together" on new ADA compliant playground equipment located on a "grass safety surface." A fence would be constructed around the playground for added safety and peace of mind for parents.

The City's Capital Improvement Program includes the Seerley Park Renovation in FY24, FY25, and FY26, with an estimated cost of \$430,000 (not including contingencies). City cell tower lease funds will cover \$330,000. The City looks to local partners to seek private funds to support the remainder of the project. The College Hill Partnership has been working diligently to fill the \$100,000 gap through fund-raising and grant applications.

The College Hill Partnership is requesting a resolution of support for an application to the Otto Schoitz Foundation for a \$25,000 grant to help fund the accessible playground improvements. The Otto Schoitz Foundation favors projects generating significant benefit or addressing serious need in the Cedar Valley community that among other goals improves residents' quality of life, meets the needs of the vulnerable, and creates

equitable opportunities. The application must be submitted on behalf of the City and requires a resolution of support from the City Council.

Staff recommends the City Council approve a resolution of support for the grant application to the Otto Schoitz Foundation for \$25,000. The application deadline is February 18, 2024. Awards will be announced later this spring.

Attachments: Concept Images of Proposed Park Improvements to Seerley Park

xc: Stephanie Sheetz, Community Development Director



**Seerly Park Improvements**

Cedar Falls, Iowa

**RITLAND+KUIPER**  
LANDSCAPE ARCHITECTS



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Michelle Pezley, AICP, Planner III

**DATE:** February 5, 2024

**SUBJECT:** Request to Amend the Contract with Iowa Northland Regional Council of Governments for HOME Investment Partnership Program - Technical Services to FFY22 contract

The City has a contract with Iowa Northland Regional Council of Governments (INRCOG) to support staff with the Community Development Block Grant (CDBG) and HOME's administration and technical services. The contract was approved by City Council on August 1, 2022. It was based on an estimate of the work and costs that would be involved with the adopted FFY22 Annual Action Plan and past contracts.

That contract explained the INRCOG's services to include technical support for housing rehabilitation projects as well as environmental review preparation and processing for projects. The total cost for INRCOG's services as outlined in the attached contract is \$20,000.

The projects outlined in the contract are still being competed. Staff proposes to extend the contract to June 30, 2024, to make sure that the projects are completed. The City Attorney has reviewed the contract amendment.

Please contact me with any questions. Thank you.

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

AMENDMENT TO THE SERVICE/PRODUCT AGREEMENT FOR FEDERALLY FUNDED  
PROJECT

This First Amendment to the Service/Product Agreement for Federally Funded Project is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Cedar Falls, Iowa (hereinafter "City"), and **Iowa Northland Council of Governments** (hereinafter "Agency").

WHEREAS, the City and the Agency entered into a Service/Product agreement for Federally Funded HOME Investment Partnership Program dated August 1, 2022, which established the terms and conditions whereby the Agency will provide grant administration and technical service for activities related to FY2023 (FFY2022) HOME Investment Partnership Program (hereinafter the "Agreement"); and

WHEREAS, the Agreement has a term that commenced on August 1, 2022, and expired on June 30, 2023; and

WHEREAS, there are projects from the contract that have not been completed; and

WHEREAS, the City has determined that the need for the additional funds still exists and that the public interest will be served by an extension of the expiration date until June 30, 2024; and

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. Under Exhibit A of the contract, section Time of Performance is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

Time of Performance

Work under this proposal would begin under execution of an agreement and completion would be no later than June 30, 2024. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

IN WITNESS WHEREOF, City and Agency have executed this First Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

**AGENCY:**

**CITY:**

INRCOG

CITY OF CEDAR FALLS, IOWA

BY: 

BY: \_\_\_\_\_

DATE: 1/29/2024

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
**DATE:** February 5, 2024  
**SUBJECT:** Request for Second Amendment to the Contract with Iowa Northland Regional Council of Governments (INRCOG) for CDBG funds

The City has a contract with Iowa Northland Regional Council of Governments (INRCOG) to support staff with the Community Development Block Grant (CDBG) and HOME's administration and technical services. The contract was approved by City Council on August 1, 2022. It was based on an estimate of the work and costs that would be involved with the adopted FFY22 Annual Action Plan and past contracts.

The City Council approved a 1<sup>st</sup> Amendment to the Contract on April 17, 2023, expanding the scope of services. The city is still working with INRCOG on the list of projects that were outlined in the contract. Staff recommend extending the contract until June 30, 2024.

Attached is the contract amendment. The City Attorney has reviewed the Contract Amendment. Staff recommends approval of the Second Amendment as proposed.

Please contact me with any questions. Thank you.

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

SECOND AMENDMENT TO THE SERVICE/PRODUCT AGREEMENT FOR FEDERALLY  
FUNDED PROJECT

This Second Amendment to the Service/Product Agreement for Federally Funded Project is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Cedar Falls, Iowa (hereinafter “City”), and **Iowa Northland Council of Governments** (hereinafter “Agency”).

WHEREAS, the City and the Agency entered into a Service/Product agreement for Federally Funded Community Development Block Grant dated August 1, 2022, which established the terms and conditions whereby the Agency will provide grant administration and technical service for activities related to FY2023 (FFY2022) Community Development Block Grant (hereinafter the “Agreement”); and

WHEREAS, the parties executed a First Amendment to the Service/Product Agreement for Federally Funded Project on April 17, 2023, expanding the scope of services of the Agreement, along with the compensation therefore; and

WHEREAS, the Agreement as amended has a term that commenced on August 1, 2022, and expired on June 30, 2023; and

WHEREAS, there are projects from last contract that have not been completed; and

WHEREAS, the City has determined that the need for the additional funds still exists and that the public interest will be served by an extension of the expiration date until June 30, 2024; and

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. Exhibit A of the Agreement as amended, section Time of Performance is hereby amended by striking that paragraph in its entirety and substituting in lieu thereof the following:

Time of Performance

Work under this proposal would begin under execution of an agreement and completion would be no later than June 30, 2024. INRCOG may propose an extension to the negotiated agreement, in the event it is unable to complete the services defined above. Accordingly, the completion date may be extended for a period of up to six (6) months upon written request of INRCOG documenting a good faith effort to complete performance in a timely manner.

IN WITNESS WHEREOF, City and Agency have executed this Second Amendment to Agreement for Professional Services at Cedar Falls, Iowa, effective as of the date first stated above.

**AGENCY:**

**CITY:**

INRCOG

CITY OF CEDAR FALLS, IOWA

BY:  \_\_\_\_\_

BY: \_\_\_\_\_

DATE: 1/29/2024 \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_



## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
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### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Daniel Laudick and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
**DATE:** February 5, 2024  
**SUBJECT:** Community Development Block Grant Funds (CDBG) Service Agency  
 Contract: Family & Children Council of Black Hawk County (FCC)

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$39,248 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of five contracts. Attached is the contract with the Family & Children Council of Black Hawk County (FCC) for \$5,500. The FCC proposes the funds to support their Family Services Coordinator position for the Partners for Parenting Families which provide information and materials to families in Cedar Falls.

At their October 18, 2023, meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

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

2/17/2022

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Family & Children's Council of Black Hawk County ("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 those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

K2.6. 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 May 30, 2024, 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.

2/17/2022

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.

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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 unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Insurance is not required per Risk Management Committee Policy #11 \_\_\_\_\_  
(Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations 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.

2/17/2022

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.

2/17/2022

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.



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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.

24.1 Single Audit. The contractor shall ensure that an audit is performed in accordance with the Single Audit Amendment of 1996; OMB 2 CFR, Part 200, subpart F, as applicable. Reference: Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance (CFDA)) 14.218, Community Development Block Grant/Entitlement Grants.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

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:	Contractor:
Name: <u>Michelle Pezley</u>	Name: <u>Amanda Goodman</u>
Title: <u>Planner III</u>	Title: <u>Executive Director of Family &amp; Children's Council of Black Hawk County</u>
Address: <u>220 Clay Street</u> <u>Cedar Falls, Iowa 50613</u>	Address: <u>208 E 4<sup>th</sup> Street,</u> <u>Waterloo, Iowa 50703</u>
Telephone: <u>(319) 268-5194</u>	Telephone: <u>(319) 234-7600</u>
Email: <u>michelle.pezley@cedarfalls.com</u>	Email: <u>amanda@fccouncil.net</u>

2/17/2022

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

CONTRACTOR

Family & Children's Council of Black Hawk County

By: Amanda Goodman

Its: Exec. Dir. 

Date: 1-17-2024

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Daniel Laudick, Mayor

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

**Exhibit A**  
**Services**

1. Scope of Services

The Family & Children's Council of Black Hawk County will be using CDBG grant funds to support Partners for Parenting Families and the one employee position as listed below:

Family Services Coordinator

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date.

**Exhibit B**  
Budget & Payment for Services

1. Budget

The project budget is detailed as follows:

\$5,500 for Family Services Coordinator salary

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$5,500 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C  
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \* To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \* To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

*\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY CONTRACTOR**

NAME AND ADDRESS OF CONTRACTOR: Family & Children's Council  
208 E. 4th St. Waterloo, IA 50703

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: Amanda Goodman

TITLE: Executive Director

SIGNATURE: 

DATE: 1-17-2024



**Exhibit D:  
CITY OF CEDAR FALLS, IOWA  
FY 23 CDBG SUB-RECIPIENT  
QUARTERLY PERFORMANCE REPORT  
DIRECT BENEFIT TO LOW INCOME PERSONS**

AGENCY NAME: \_\_\_\_\_

QUARTER #: \_\_\_\_\_

NUMBER OF FEMALE-HEADED HOUSEHOLDS: \_\_\_\_\_

TOTAL NUMBER OF PERSONS BENEFITTING FROM ACTIVITY: \_\_\_\_\_

TOTAL NUMBER OF HOUSEHOLDS BENEFITTING FROM ACTIVITY: \_\_\_\_\_

	<u>Households</u>	<u># Hispanic</u>	<u>Persons</u>	<u># Hispanic</u>
White	_____	_____	_____	_____
Black/African American	_____	_____	_____	_____
Asian	_____	_____	_____	_____
American Indian/Alaskan	_____	_____	_____	_____
Hawaiian/Pacific Islander	_____	_____	_____	_____
American Indian/Alaskan & White	_____	_____	_____	_____
Asian & White	_____	_____	_____	_____
Black/African American & White	_____	_____	_____	_____
American Indian/Alaskan & Black/African American	_____	_____	_____	_____
Other Multi-Racial	_____	_____	_____	_____
<b>TOTAL</b>	_____	_____	_____	_____

\*This refers to ethnicity rather than race; the number in this column should also be included in the column for total served. A client must identify their race, and then indicate Hispanic or non-Hispanic.

<b>TOTAL NUMBER OF PERSONS SERVED:</b>	<u>Households</u>	<u>Persons</u>
# of Extremely Low Income: (at or below 30% of Area Median Income)		
# of Very Low Income: (between 31 - 50% of Area Median Income)		
# of Low Income: (between 51 - 80% of Area Median Income)		

<b>CDBG Annual Income Limits Effective June 15, 2023</b>								
	1	2	3	4	5	6	7	8
Extremely Low Income	\$18,450	\$21,100	\$23,750	\$26,350	\$28,500	\$30,600	\$32,700	\$34,800
Very Low Income	\$30,750	\$35,150	\$39,550	\$43,900	\$47,450	\$50,950	\$54,450	\$57,950
Low Income	\$49,150	\$56,200	\$63,200	\$70,200	\$75,850	\$81,450	\$87,050	\$92,700

NARRATIVE DESCRIPTION OF QUARTERLY ACTIVITIES USING CDBG FUNDS:

LINE ITEM EXPENSES FOR REIMBURSEMENT:

--

AGENCY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

AMOUNT REQUESTING: \_\_\_\_\_

QUARTER NO: \_\_\_\_\_



## DEPARTMENT OF COMMUNITY DEVELOPMENT

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

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Mayor Daniel Laudick and City Council  
**FROM:** Michelle Pezley, AICP, Planner III  
**DATE:** February 5, 2024  
**SUBJECT:** Community Development Block Grant Funds (CDBG) Service Agency  
 Contract: Salvation Army

The City of Cedar Falls is committed to obtaining funds every year through federal programs like CDBG, HOME, and Section 8 to help serve the needs of low and moderate income families and individuals living in Cedar Falls. The City may use up to 15% of our CDBG to fund local service agencies.

As listed in the Annual Action Plan for this year, the City designated \$39,248 to Prevent Homelessness through Agency and Organizational Support.

Staff has been working with the service agencies that have responded to the Request for Proposals to complete the contracts. Staff anticipates a total of five contracts. Attached is the contract with the Salvation Army for \$10,000, their requested amount. The Salvation Army proposes the funds to support their staff who provide emergency shelters. The positions are the Housing Service Coordinator Assistant Housing Services Coordinator and Housing Services Assistants.

At their October 18, 2023, meeting, the Housing Commission reviewed the recommended allocation of funds to these agencies and recommends approval.

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

2/17/2022

CITY OF CEDAR FALLS, IOWA  
 GENERAL TERMS AND CONDITIONS  
 (PARTIES/SUBJECT OF CONTRACT)

This Agreement is by and between Salvation Army ("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 those services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

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

2/17/2022

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

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

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

K2.6. 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 May 30, 2024 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.

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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.

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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 unless this insurance requirement is waived by the City in this Section.

Insurance requirement waived: Insurance is not required per Risk Management Committee Policy #11\_\_\_\_\_  
(Signature and title of authorized City employee or officer)

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

11.0. Compliance with Laws and Regulations.

11.1. Contractor certifies that in performing this Agreement it will comply with all applicable provisions of federal, state and local laws, ordinances, rules, licenses and regulations 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.



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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.

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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

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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.

24.1 Single Audit. The contractor shall ensure that an audit is performed in accordance with the Single Audit Amendment of 1996; OMB 2 CFR, Part 200, subpart F, as applicable. Reference: Assistance Listing (formerly known as the Catalog of Federal Domestic Assistance (CFDA)) 14.218, Community Development Block Grant/Entitlement Grants.

24.2 The City will review Contractor files to determine if adequate information is being maintained to be in compliance with Exhibit B of this Agreement. The City will provide the Contractor with a monitoring report outlining any deficiencies in record keeping procedures and any corrective action to be implemented after any on-site monitoring visit.

24.3 See Exhibit C – Federal Contract Requirements

24.4 See Exhibit D – Quarterly Report Template

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:

Contractor:

Name: Michelle Pezley

Name: \_\_\_\_\_

Title: Planner III

Title: \_\_\_\_\_

Address: 220 Clay Street

Address: 89 Franklin Street

Cedar Falls, Iowa 50613

Waterloo, IA 50704

Telephone: (319) 2685194

Telephone: (319) 235-9358

Email: michelle.pezley@cedarfalls.com

Email: \_\_\_\_\_

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

CONTRACTOR

Salvation Army



By: \_\_\_\_\_

Its: Major Scott A. Shelbourn

Date: \_\_\_\_\_

CITY OF CEDAR FALLS, IOWA

By: \_\_\_\_\_

Daniel A. Laudick

Attest: \_\_\_\_\_

Kim Kerr, CMC, City Clerk

Date: \_\_\_\_\_

**Exhibit A**  
**Services**

1. Scope of Services

The Salvation Army will be using CDBG grant funds to support the staff of the three shelters and the employees positions as listed below:

Housing Service Coordinator  
Assistant Housing Services Coordinator  
Housing Services Assistants

2. Schedule for Performance of Contract

The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date.

**Exhibit B**  
Budget & Payment for Services

1. Budget

Salvation Army will be using the CDBG funds to support the staff of three shelters that operate 365 days per year, which include:

- The Men's Shelter is located at 149 Argyle Street, Waterloo, and provides up to 18 beds per night.
- The Women & Children's Shelter, located at 603 South Hackett, Waterloo, has 32 beds.
- The Family Shelter, located at 229 Logan Street in Waterloo, can house 6 individuals.

Employee positions are:

Housing Service Coordinator  
Assistant Housing Services Coordinator  
Housing Services Assistants

2. Agreement Sum

The Contractor shall be compensated for the scope of its services under this contract according to the annual appropriation by the City not to exceed \$10,000 of CDBG funds.

3. Method of Payment

The method of payment shall be on a quarterly reimbursable basis. Each quarterly request by the Contractor for reimbursement shall be supported by a completed "Direct Benefit Activity" form herein attached as Exhibit D, bills, invoices, and/or other appropriate documentation. The Contractor shall submit requests for payment and maintain adequate source documentation in accordance with the applicable provisions as specified in this Agreement.

4. Invoice Timing

Invoices that are not submitted on a timely basis and after the term of this agreement, shall not be paid.

5. Records and Reports

- A. The Contractor will maintain a list of all citizens assisted with CDBG funds. Each Contractor, as a condition of resident participation, shall supply complete information regarding head of household's name, race, ethnicity, address, age, sex, household size, household income and date(s) of service. This information will be made available to the City upon request. If the Contractor is unable to provide the client's name and address due to the confidential nature of the project, an identifying code number will be substituted for the name and address.
- B. The Contractor will submit quarterly progress reports providing all information requested on Exhibit D. Quarterly reports will be due January 15, March 15; and May 15 as applicable based on the contract date. Reports shall be submitted to the City project manager as noted in paragraph 25 of the Contract unless directed otherwise in writing.
- C. The Contractor will submit to the City the names and job descriptions for project managers that clearly set out responsibilities for control and compliance.
- D. The Contractor will maintain all applicable project documentation for a period of three (3) years following completion of this project. This documentation will include but not be limited to: eligibility verification information, intake and application files, job site time sheets, schedules, and work performance logs.

Exhibit C  
Federal Contract Requirements

1. RECORDS AND AUDITS

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and nonfederal shares. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City.

2. FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

3. COPYRIGHT

No report, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

4. COMPLIANCE WITH LOCAL LAWS

The Contractor shall comply with all applicable laws, ordinances and codes of the State of Iowa and the City of Cedar Falls, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

5. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, sex, sexual orientation, gender identity, religion, color, disability, or national origin.
3. The Contractor will, cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the City's Department of Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs 11(1) through 11(7) in every subcontract or purchase

order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City's Department of Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. CIVIL RIGHTS ACTS OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. SECTION 309 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. "SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. INTEREST OF MEMBERS OF A CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.



7. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

8. INTEREST OF CONTRACTOR AND EMPLOYEES

The Contractor covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

9. AFFIRMATIVE ACTION STEPS

The Contractor agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Waterloo-Cedar Falls SMA.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. \* To insert this Section 3 plan in all bid documents, and to require all bidders on subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. \* To ensure that subcontractors which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact union, subcontractors and trade associations to secure their cooperation for this program.
- G. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or Contractor as an Equal Opportunity Officer to coordinate the implementation of the Section 3 plan.
- J. To list all projected work force needs for all phases of this project by occupation, trade, skill level, and number of positions.

*\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.*

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY INSTRUCTIONS**

This certification is required pursuant of Executive Order 11246(30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Contractor has not filed a compliance report due under applicable instructions, such Contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION BY CONTRACTOR**

NAME AND ADDRESS OF CONTRACTOR: The Salvation Army  
89 Franklin St, Waterloo, IA 50703

- 1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity clause.  
 Yes       No
- 2. Compliance reports were required to be filed in connection with such contract or subcontract.  
 Yes       No
- 3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.  
 Yes       No
- 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
 Yes       No

PRINTED NAME: Major Scott A. Shelbourn

TITLE: Divisional Commander

SIGNATURE: 

DATE: \_\_\_\_\_


**DEPARTMENT OF COMMUNITY DEVELOPMENT**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

**INTEROFFICE MEMORANDUM**

*Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council  
**FROM:** Thom Weintraut, Planner III  
**DATE:** February 5, 2024  
**SUBJECT:** Approval of Property Purchase Offers for the Northern Cedar Falls Flood Buyout Program, Project No. FL-000-3198

The City actively works with the Iowa Homeland Security and Emergency Management to obtain FEMA Hazard Mitigation Grants to purchase flood damaged properties. When the City purchases the property, as part of the agreement, the deeds are restricted from any future development to limit potential future property loss.

On October 16, 2023, City Council approved a grant agreement amendment between Iowa Homeland Security and Emergency Management and the City of Cedar Falls for the Cedar Falls Property Acquisition and Demolition Project. This grant requires no matching funds from the City. The purpose of this amendment was to allow two (2) additional property owners the opportunity to sell their properties through the grant to the City. Only one owner chose to move forward with the sale and the address and name are listed below.

1218 Cottage Row Road – Owner Steven L. Rieger Revocable Trust

The appraised value for the property is \$261,000 and a copy of the purchase offer is included.

Once the City approves the Purchase Offer, we will begin the closing process on the properties. Staff has set the tentative closing dates for the properties as March 1, 2024. After the City takes over possession of the property, the necessary steps will be taken to remove the structures from the property. The close-out date for the grant is June 27, 2024.

The Department of Community Development recommends that the City Council adopt a resolution approving the Purchase Offer for the property listed above. If you have any questions, please contact the Community Development Department.

xc: Stephanie Houk Sheetz, AICP, Director of Community Development  
 Jennifer Rodenbeck, Director of Finance and Business Operations  
 Karen Howard, Planning & Community Services Manager



**OFFER TO BUY REAL ESTATE AND ACCEPTANCE  
CITY OF CEDAR FALLS, IOWA  
Steven L. Rieger Revocable Trust**

TO: Steven L. Rieger, Trustee of the Steven L. Rieger Revocable Trust (SELLER)

The undersigned BUYER, the City of Cedar Falls, Iowa, acting pursuant to the terms of the grant agreement with the Iowa Homeland Security and Emergency Management Division in administering its Voluntary Property Acquisition Project does hereby offer to buy and the undersigned SELLER by their acceptance agree to sell the real property situated in Black Hawk County, Iowa, legally described as:

Lot No. 43 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa".

And

A part of Lot No. 44 in "Auditor Barnes' Plat No. 6, in Black Hawk County, Iowa" described as follows:

Beginning at the Southwest corner of said Lot No.44; thence North along the West line 150.8 feet to a certain corner located at the angle point of the Westerly line of said Lot No. 44, said point being also designated as Point "A"; thence Northeasterly along the diagonal line of the Westerly line of said Lot No. 44 a distance of 168.2 feet more or less to the Southwest corner of said Lot No. 43; thence East along the South line of said Lot No. 43 a distance of 67.0 feet to the Southeast corner of said Lot No. 43; thence Southwesterly 167.6 feet more or less to a point which is 70 feet due East of Point "A", thence continuing Southwesterly along the extension of the last described course to the Southerly line of said Lot No. 44; thence Westerly along said Southerly line to the place of beginning.

More commonly known as: 1218 Cottage Row Road, Cedar Falls, IA 50613.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, are permitted to use the Property as permitted under the terms of Hazard Mitigation Grant Agreement No HMGP-DR-4557-0003. See attached copy of FLOOD MITIGATION DEED RESTRICTION.

1. PURCHASE PRICE. The Purchase Price shall be \$261,000 payable in full at closing.
2. REAL ESTATE TAXES. SELLER shall pay pro-rated real estate taxes to date of possession by BUYER and any unpaid real estate taxes payable in prior years. BUYER shall pay all subsequent real estate taxes, if applicable.
3. SPECIAL ASSESSMENTS.
  - A. SELLER shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance.

B. All charges for solid waste removal, sewage and maintenance that are attributable to SELLER'S possession, including those for which assessments arise after closing, shall be paid by SELLER.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLER through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLER.

D. BUYER shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLER shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLER agrees to maintain existing insurance and BUYER may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYER shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.
5. POSSESSION AND CLOSING. If BUYER timely performs all obligations, possession of the Property shall be delivered to BUYER on or before March 31, 2024, and any adjustments of rent, insurance, interest and all charges attributable to the SELLER'S possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYER and vacation of the Property by SELLER, but prior to possession by BUYER. SELLER agrees to permit BUYER to inspect the Property at any time prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed:
  - A. Upon the delivery of the title transfer documents to BUYER and receipt of all funds then due at closing from BUYER under the Agreement.
6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to, or are a part of the real estate, whether attached or detached. Also included shall be the following:
7. REMOVAL OF PROPERTY: The parties agree that SELLER may remove, at their cost, prior to closing, the following items:
8. CONDITION OF PROPERTY. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLER in its present condition until possession, ordinary wear and tear excepted. SELLER makes no warranties, expressed or implied, as to the condition of the property.
  - A. BUYER acknowledges that it has made a satisfactory inspection of the Property and is purchasing the Property in its existing condition.
9. ABSTRACT AND TITLE. SELLER shall promptly obtain an abstract of title to the Property, at the BUYER'S cost, continued through January 1, 2024, and deliver it to BUYER'S attorney for examination. It shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLER shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLER'S inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYER

when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER, including transfers by or the death of SELLER or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

10. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, or otherwise, BUYER shall pay the costs thereof. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

11. ENVIRONMENTAL MATTERS.

A. SELLER warrants to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER and BUYER acknowledge that the Property is served by a private well and a private sewage disposal system. SELLER shall provide a Groundwater Hazard Statement in the form attached as Exhibit A, including Exhibit A to such Groundwater Hazard Statement, at the time of closing.

B. BUYERS may at their expense obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYER'S obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYER. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLER.

12. DEED. Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Trustee Warranty Deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYER. SELLER shall also submit other documents necessary to properly convey title from a Trust.

13. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLER, immediately preceding acceptance of the offer, holds title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYER in the event of death of any SELLER, agrees to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with

Paragraph 15.

14. STATEMENT AS TO LIENS. All liens on the Property shall be cleared by SELLER, or, at BUYER'S option, may be withheld from the Purchase Price at the time of closing.
15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.
16. APPROVAL OF COURT. If the Property is an asset of an estate, trust or conservatorship, this Agreement is contingent upon Court approval unless Court approval is not required under Iowa law and title standards of the Iowa State Bar Association. If the sale of the Property is subject to Court approval, the fiduciary shall promptly submit this Agreement for such approval. If this Agreement is not so approved by January 15, 2024, either party may declare this Agreement null and void, and all payments made hereunder shall be made to BUYER.
17. REMEDIES OF THE PARTIES.
  - A. If BUYER fails to timely perform this Agreement, SELLER may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLER'S option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLER may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.
  - B. If SELLER fails to timely perform this Agreement, BUYER has the right to have all payments made returned to it.
  - C. BUYER and SELLER are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.
18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.
19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, neutral or other gender according to the context.
20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.
21. CERTIFICATION. BUYER and SELLER each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby

agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. ADDITIONAL TERMS AND CONDITIONS. BUYER shall be responsible for any transfer tax on the transaction, BUYER may obtain an opinion from a licensed attorney as to title to the Property, at BUYER'S cost. The recording fees for any mortgage and any other lien release or release of any other interest shall be paid by BUYER. The recording fees for the Trustee Warranty Deed and other attendant documents shall be paid by BUYER.

23. ACCEPTANCE. When accepted and approved by the Cedar Falls City Council, this Agreement shall become a binding contract. If not accepted and delivered to BUYER on or before \_\_\_\_\_, 2023, this Agreement shall be null and void and all payments made shall be returned immediately to BUYER. If accepted by SELLER at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

24. VOLUNTARY ACQUISITION. Voluntary Acquisition. The Seller, as owner of the Property, acknowledges that Buyer has presented this Offer for the Property pursuant to Buyer's Voluntary Acquisition Program and the Seller's acceptance of this Offer is a voluntary acquisition. Seller is under no duress or coercive action by Buyer to accept this offer and Buyer will not pursue acquisition of this Property by eminent domain or other means if the Seller declines to accept this Offer. The Seller further acknowledges that if it accepts this Offer, it will be necessary to move permanently from the Property.

Accepted 1-24-21

Dated \_\_\_\_\_

SELLER

BUYER

By: St Rieger  
Steven L Rieger Revocable Trust  
Steven L Rieger Revocable Trust

\_\_\_\_\_  
Daniel Laudick, Mayor of City of Cedar Falls, Iowa

Attest: \_\_\_\_\_  
Kim Kerr, CMC City Clerk





## DEPARTMENT OF COMMUNITY DEVELOPMENT

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8600  
 Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

### MEMORANDUM

#### *Planning & Community Services Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Jaydevsinh Atodaria (JD), AICP, City Planner I

**DATE:** February 5, 2024

**SUBJECT:** Certified Local Government Annual Report

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

This report documents that the City of Cedar Falls' Historic Preservation Commission has met the requirements of the CLG program and would like to continue its CLG status. During this year, the Historic Preservation Commission hosted a guided walking tour of the "Seerley Park Neighborhood". The Commission partnered with UNI Entrepreneurial class students who helped the commission with designing brochure, poster and also developing a digital map for the tour that could be accessed with a QR code, making it more user-friendly for attendees. The Commission mapped eight historic houses around Seerley Park with unique architectural styles and planned routes to each house for event attendees. Among eight houses, one of the homeowners also participated in the event to share their experience of living in historic homes and shared historical information they possessed with all event attendees, and another homeowner shared historical information with event attendees and provided an in-house tour to all event attendees making the event more interactive and exciting. This event was highly successful and was very well attended. We had over 100 people on this walking tour and most of the people enjoyed the tour and provided positive feedback to the commission to conduct more such events. In addition, the commission also presented the Seerley Park Neighborhood walking tour contents to Cedar Valley Historical Society at Grout Museum in Waterloo, which was attended by about 40 attendees (who were not part of the walking tour educational event) were able to learn about the historic facts of Seerley Park Neighborhood and Historic Preservation Commission's work in conducting an educational event for historic preservation in general.

Besides, the commission also worked with the city staff liaison to submit a CLG grant application to the State Historic Preservation Office for a possible grant to conduct a recon survey of the Overman Park neighborhood. If the grant is received from the State Historic Preservation Office, then the commission will be pursuing the project in the year 2024 as per the prepared project timeline.

The Commission has also been working on a long-term project for digitizing historical resources that the Commission has access to and making it available for the public on the Historic Preservation Commission webpage on the city website. So far, the commission has compiled information on a couple of historic facts and past educational events, which is available on the Historic Preservation Commission webpage. City staff is also working to get links to the Historic Preservation Commission webpage on the Visitor and Tourism website and Hearst Center website to attract more traffic to the Commission's webpage. This is a long-term project, so the commission will be working regularly to update things on the City's website, and once all things are digitized, they will be planning to launch the webpage, informing the people about historic preservation resources.

With full commission this year, the commission was able to successfully complete two of the three projects that were planned for the year 2023 and is also working on the third project, which is a long-term project, to which the commission will be making regular updates until the project is finished. The Commission has also put up a 2024 Work Plan for the current year identifying projects that the commission will be doing this year. See attached pictures from the event and work done by the commission for more reference.

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

1. Resolution approving and authorizing the submittal of the 2023 Certified Local Government (CLG)/Historic Preservation Commission annual report to the State Historic Preservation Office.

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

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

[For SHPO use only]

Received \_\_\_\_\_

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

Comments:  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved/CLG in good standing      yes    no

More information requested \_\_\_\_\_  
 \_\_\_\_\_

Entered into database \_\_\_\_\_/\_\_\_\_\_

**IOWA CERTIFIED LOCAL GOVERNMENT  
 2023 ANNUAL REPORT (January 2023 - December 2023)**

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

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

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

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

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

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

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

The Historic Preservation Commission did not undertake any projects for Historic identification/survey, evaluation and or registration/nomination projects in this calendar year. However, the Commission submitted a CLG grant application for a reconnaissance level survey of the Overman Park neighborhood to the State Historic Preservation Office by application deadline 15<sup>th</sup> December 2023.

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

No

**Does your local government designate local landmarks or local districts?**

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

No

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

N/A

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

No

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

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

- 1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.
- 2) The CLG shall provide for adequate public participation in the local historic preservation programs.

- a. Historic preservation planning. Examples include the development or revision of a preservation plan, development of a work plan for your commission, etc.

- b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.
- c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.
- d. Design guidelines/standards

During this year, the Historic Preservation Commission was working on a couple of educational projects to share the history and preservation knowledge with the community. The commission worked on gathering historical information for the Seerley Park neighborhood. The commission then identified a few houses around Seerley Park with significant architectural styles and mapped them to create an interactive walking tour. For the walking tour event of the Seerley Park neighborhood, the commission mapped 8 houses in the neighborhood and contacted homeowners by mail inviting them to participate in the event by sharing their experience of living in a historic house. Out of 8 houses, 2 of the homeowners also decided to participate in the event and share their experiences, which made the event more interactive. One of the participating homeowners also provided a walk-through of the main floor of their historic homes, thus creating a unique experience for all event attendees. Both the participating homeowners shared family stories about their homes and some interesting design features with all event attendees. For the event, the commission partnered with UNI Entrepreneurial class students, who helped the commission by designing posters, tri-fold brochures, and an interactive map of the walking tour to be able to offer interactive media to event attendees. The commission named the event "Seerley Park Neighborhood Walking Tour", and the event was a massive success. We had over 100 people on this walking tour and most of the people enjoyed the tour and provided positive feedback to the commission to conduct more such events. See the attached pictures from the event, the trifold brochures, and the event poster for more reference. Later, in the summer, the commission also published an article on the event to encourage more future participants and provide resources for this event on the commission's webpage. In addition, upon receiving a request from the Cedar Valley Historical Society (a regional organization with enthusiastic people in Cedar Valley), the commission presented the contents of the Seerley Park neighborhood walking tour. Over 40 people attended this presentation (these attendees were not part of the original conducted event by the Commission). This was the first time, that the commission was able to share their work and experience with people beyond city limits, thus encouraging more participants and also to share historic preservation knowledge with people beyond the City.

Besides “The Seerley Park neighborhood walking tour”, the commission also worked on successfully submitting a CLG grant application to State Historic Preservation Office (SHPO) for a reconnaissance-level survey of the “Overman Park neighborhood”. As per the commission’s initial research, the Overman Park neighborhood is built around the park (which was the City’s first public park) and has identified several houses and properties in the area with unique architectural styles and historical significance. This neighborhood is one of the original residential neighborhoods in the City developed in the late 19th and early 20th century. The Commission is very excited about this project and if the project is awarded a grant from SHPO, then the Commission will proceed with working and completing the project as per the proposed project timeline. The grant application was successfully submitted by December 15th, 2023.

In addition, the Historic Preservation Commission also worked on developing a digital library of historic preservation resources to make resources available on a digital platform. This project is a long-term project, as it involves finding things and getting them into presentable content for the commission’s webpage. So far, the Commission has made some great progress by adding materials from the Commission's past educational events on the Historic Preservation Commission webpage. The commission has included pictures from the events too, to be able to encourage more participants. Since this is a long-term project, the commission will be continuously working on this project and making gradual updates to the commission’s webpage throughout the year 2024. Once significant data is updated, the commission will be doing a soft launch of the webpage to highlight information to people.

The Historic Preservation Commission has also worked on developing a 2024 Work Plan for developing a timeline for upcoming events and plans for the year 2024. See the attached 2024 Work Plan for more reference.

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

Throughout the year, the commission completed an educational event that was well attended and greatly successful and also worked with City staff to submit a CLG grant application to the State Historic Preservation Office for conducting a reconnaissance-level survey of the Overman Park neighborhood. Besides this, the commission was also able to showcase the contents of the educational event to Cedar Valley Historic Society, thus spreading historical insights and knowledge beyond City limits. And the Commission is also working on a long-term project of digitizing historical resources to provide access to resources through a digital medium thus enhancing accessibility to historic information and resources for the public.

1. The Historic Preservation Commission conducted a successful educational event in the community, wherein the event was a guided walking tour of “The Overman Park Neighborhood”. The Commission mapped about 8 houses around

Seerley Park in the neighborhood with distinctive architectural styles and developed a walking map and trifold-interactive brochure for event attendees as a handout. For this event, the Commission partnered the event with the UNI Entrepreneurial class, certain city organizations, and Historical Societies to conduct the event. The event was also interactive as 2 of the homeowners on the tour decided to participate in the event and shared their experience of living in a historic home. Of the two homeowners who participated in the event, one of the homeowners also allowed an in-house tour of the main floor of their historic homes to all attendees. The homeowners showcased photo albums, shared stories of the house design, and also shared some family memories with event attendees. The whole event was a massive success with over 100 event attendees. Attendees provided some great positive feedback about the event and enjoyed the interactive nature of the tour, as it provided a chance for attendees to ask questions and have a unique experience of walking through one of the homes on the tour. See the attached pictures from the event, the trifold brochures, and the event poster for more reference.

2. The Historic Preservation Commission, with assistance from City staff successfully submitted a CLG grant application for a reconnaissance-level survey of the Overman Park neighborhood. As per the commission's study, the proposed survey area includes 465 properties and has houses with unique architectural styles and properties with location significance. If the grant is awarded (sometimes at the end of February or the first week of March), the commission will be working on this project as per the proposed project timeline of the project.

-  
3. The Historic Preservation Commission was also able to present the details of the "Seerley Park Neighborhood Tour" to Cedar Valley Historical Society, upon receiving a request from the organization. This was the first time the commission was able to present the content of the "Seerley Park Neighborhood Tour" to people beyond city limits. Over 40 people were able to attend this event (which were not part of the attendance when the Commission hosted the "Seerley Park Neighborhood Tour" event in Spring 2023. See the attached presentation for more reference.

-  
4. The Historic Preservation Commission also has been working on a long-term project of developing a digital library of historic preservation resources, the commission has made good progress by making the brochures and information about the educational events available on the City's Historic Preservation Commission webpage. The Commission has also started to work on adding pictures of the event to encourage more participants. But the commission is also wanting to make more historic resources digitally available including adding names of significant people in the city, significant places in the city, etc. This

project will be continued, as the commission is gradually making updates to the webpage every meeting.

This year, the commission did not face any difficulty or challenge as the commission was able to host all scheduled monthly meetings and was able to accomplish more than the things that were listed as part of the Work Plan 2023. The Commission has drafted Work Plan 2024 for the current year to continue working on the commission's role of providing historic preservation knowledge within the community.

All project work including presentation, pamphlet designs, article and successful outcomes of event are attached for more information with the report.

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

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

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

N/A

**Does your commission have a website?**

Yes

**What is the website address?**

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

**Does your commission have a Facebook page?**

No

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

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

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



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

1/10/23, 2/14/23, 3/14/23, 4/11/23, 5/9/23, 6/13/23, 7/11/23, 8/08/23, 9/12/23, 10/10/23, 11/14/23 and 12/12/23, These meetings were publicized and open to the public.

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

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

**Where are your official CLG files located?**

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

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

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

Julie Etheredge, Sally Timmer, Michael Mahncke, Lindi Roelofse, and Jim O'Loughlin.

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

The commission had a great year by accomplishing most of everything that was identified on the work plan for the year 2023. In the work plan 2023, the Commission identified three projects including a walking tour of the Seerley Park neighborhood, a CLG grant application to conduct a recon survey of the Overman Park neighborhood, and the development of a digital library of the historic preservation resources. The Commission had a great attendance throughout the year, which helped them accomplish their plans as stated on the work plan 2023. The commission managed to conduct a highly successful educational event "The Seerley Park Neighborhood Walking Tour", which was a guided walking tour of the 8 houses with significant architectural style around Seerley Park. The walking tour also had a few interactive elements, as 2 of the homeowners out of 8 houses participated to share the facts about the historic homes they live in and share their experiences with event attendees. One of these homeowners also allowed event attendees to walk through the main floor of the house and experience the historic character of the house in person. The Commission was also able to successfully

submit a CLG grant application to conduct a reconnaissance-level survey of the Overman Park neighborhood to the State Historic Preservation Office by the application deadline in December 2023. The Commission is hoping to hear positive news on the grant award for the proposed project. For the third project about developing a digital library of historic preservation resources, the Commission has made good progress by making brochures and information about past events on the Historic Preservation Commission webpage. The Commission has also started adding pictures on the webpage of the events, to be able to encourage more participants. But this is a big project, so the commission is planning to continue making updates to their webpage and advertise the webpage informing people about the available resources.

In addition, the Commission was able to present the contents of the “Seerley Park Neighborhood Walking Tour” to Cedar Valley Historical Society upon their request. The presentation was attended, and this was the first time, where the commission was able to share their work and historic preservation knowledge beyond city limits. This was not a planned event, but upon receiving the invitation, the commission was able to present. See the attached posters, presentation, and article pieces for more reference on project work.

**Each commission should develop a work plan for the coming year. This work plan should include the project(s), initiatives and programs you plan to begin or complete. Also discuss your plan for obtaining historic preservation training in 2023. Please attach your work plan to your annual report.**

Please find the attached work plan for the year 2024.

**Please complete the Commission Training Table.**

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

Name of Event	Sponsor Organization	Location	Date	Name of Attendees
Preserve Iowa Summit		Sioux City	June 1-3, 2023	Julie Etheredge

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

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

Julie Etheredge attended the Preserve Iowa Summit in 2023.

### Signature page

Please find the attached Signature Page.

### CLG Personnel Table

A. Please list the names of the Historic Preservation Commissioners who served during calendar year 2023:

Julie Etheredge, Sally Timmer, Michael Mahncke, Lindi Roelofse, and Jim O'Loughlin.

### B. CHIEF ELECTED OFFICIAL 2023

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

First Name: Robert

Last Name: Green

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

Phone Number: (319) 268-5118

Email Address: Rob.Green@cedarfalls.com

### C. STAFF PERSON FOR THE HISTORIC PRESERVATION COMMISSION

First Name: Jaydevsinh (JD)

Last Name: Atodaria

Job Title: Planner I

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

Phone Number: (319) 268-5185

Email Address: JDA@cedarfalls.com

### 2022 HISTORIC PRESERVATION COMMISSION: Please note that this is for 2023

Please complete the following and provide information about your new 2023 commission.

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

### CHAIRPERSON/COMMISSIONER

First Name Julie

Last Name: Etheredge

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

Home Phone Number: **(319) 269-5710**

Work Phone Number: **(319) 233-8419**

Email Address: **juliee@invisionarch.com**

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

Term Ends: Month **3** Day **31** Year**2026**

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

**VICE CHAIRPERSON/ COMMISSIONER**

First Name **Sally**

Last Name: **Timmer**

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

Home Phone Number: **Cell: (319) 269-1870**

Work Phone Number: **(319) 833-3015**

Email Address: **sallykleisstimmer@gmail.com**

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

Term Ends: Month **3** Day **31** Year**2026**

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

**COMMISSIONER**

First Name: **Michael**

Last Name: **Mahncke**

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

Home Phone Number: (319)-231-8514

Work Phone Number: (319) 266-6576

Email Address: bubba316@hotmail.com

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2025

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

**COMMISSIONER**

First Name: Lindi

Last Name: Roelofse

Mailing Address (please provide full mailing address including city and zip code): 4815 Algonquin Drive #3, Cedar Falls, IA 50613

Home Phone Number: (319)-464-0752

Work Phone Number: (319)-464-0752

Email Address: lindi.roelofse@uni.edu

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2025

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

**COMMISSIONER**

First Name: Jim

Last Name: O'Loughlin

Mailing Address (please provide full mailing address including city and zip code): 815 State Street, Cedar Falls, IA 50613

Home Phone Number: (319)-273-2821

Work Phone Number: (319)-504-5273

Email Address: jim.oloughlin@uni.edu

Representative, Name of Local Historic District: N/A

Term Ends: Month 3 Day 31 Year 2025

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

## Cedar Falls Historic Preservation Commission Work Plan 2024

<b>Project Title:</b>	<b>Educational event in North Cedar Neighborhood</b>
Project Scope of work:	Researching several historic public parks and historic significant structures in the North Cedar Neighborhood area. The idea is to develop a presentation showing the documentation of the researched area to people followed by self-guided walking/biking tour of the areas researched. The Commission will be partnering with the local North Cedar Neighborhood Association for this event and is planning to share and promote the history of North Cedar and significance parks and other historic significant structures in North Cedar Neighborhood to the Community.
Persons responsible:	Michael Mahncke (Lead Commissioner), Julie Etheredge, Sally Timmer, Lindi Roelofse, and Jim O'Loughlin
Timeline:	<ul style="list-style-type: none"> <li>• Jan – March – Research and put together materials and identify possible homes to be on the tour.</li> <li>• April – Put together all the researched contents including maps and the design the brochure and develop a presentation and start reaching out to surrounding residents by mail.</li> <li>• May-June – Host the event with several partners. (Target is to host the event in Preservation Month or to possibly tie in with any possible college hill event)</li> </ul>
Expected outcome:	A brochure designed for self-guided tour and a presentation on significance of public parks and structures of the North Cedar Neighborhood
<b>Project Title:</b>	<b>CLG grant project to conduct a recon survey of the Overman Park Neighborhood</b>
Project Scope of work:	The CLG grant application has been submitted to SHPO for review. If the Commission can get the grant for the proposed project of recon survey, the commission will be working on the project as per the project timeline. The goal is to complete part of the project done by the end of this year including hiring a consultant, project kick-off meeting, actual survey and documentation of the Overman Park area (approx. 153 acres and 465 properties) by end of this year. The entire Historic Preservation Commission with the help of student volunteers from UNI and other volunteers will be working on this project as per the project timeline. This project will be continued in the early half of the following year as well, to ensure its completion.
Persons responsible:	Sally Timmer (Lead Commissioner), Julie Etheredge, Michael Mahncke, Lindi Roelofse, and Jim O'Loughlin
Timeline:	<ul style="list-style-type: none"> <li>• Feb-March – Get updates from SHPO on grant results.</li> </ul>

	<ul style="list-style-type: none"> <li>• March – Receive notice to proceed and grant in Aid Agreement and submit draft RFP for consultant services to SHPO for review and approval.</li> <li>• March-April – Send out RFP.</li> <li>• May – Receive proposals from consultants and select a consultant.</li> <li>• June – Submit draft contract to SHPO.</li> <li>• June-July – Council contract approval, notify the selected consultant, and send out copy of the executed contract to SHPO.</li> <li>• July-August – Send out postcards to all property owners in the project boundary.</li> <li>• August – Host a project kick-off meeting.</li> <li>• August- September – Coordinate volunteers, assign duties and host a training session for volunteers.</li> <li>• September-December – Field work/photography, property research, and research history of the Overman Park Neighborhood.</li> </ul>
Expected outcome:	If the grant is awarded, the commission will work on conducting recon survey of the Overman Park Neighborhood with the hired consultant and complete the documentation part of the project before the end of the year. The project will be continued in first half of the following year as well, wherein we would obtain the final survey report of the recon survey of the Overman Park Neighborhood.
<b>Project Title:</b>	<b>Develop a digital library of the historic preservation resources</b>
Project Scope of work:	To create a digital library of historical resources for developing a digital medium for the community to access information efficiently.
Persons responsible:	Lindi Roelofse. (Lead Commissioner), Sally Timmer, Julie Etheredge, Michael Mahncke, and Jim O'Loughlin.
Timeline:	<ul style="list-style-type: none"> <li>• January - October– Research and put together materials and identify possible content. Start arranging the resources in the designed template, add credits, and check user accessibility and continue update incrementally on the webpage.</li> <li>• November – Finalize the content, get needed approval for the developed page, and make it live to the public through a promotion.</li> </ul>
Expected outcome:	A digital library of useful historic preservation resources completed by the Historic Preservation Commission



## **CEDAR FALLS HISTORIC PRESERVATION COMMISSION 2023 Annual Summary.**

### **January 10, 2023**

- Commission discussed that they are currently working on gathering information about the Author's tour and Historical Society to come up with possible content for an educational project around Seerley Park on College Hill.
- Commission discussed involving UNI strategy class students to help them prepare for a possible event, developing posters or presentations for attracting more people for the educational event around Seerley Park.
- Commission identified and discussed that they are planning to do a walking tour of the Seerley Park Neighborhood and will be working on the CLG grant application to conduct a recon survey of the Overman Park neighborhood.
- Commission discussed the possibility of getting a historic tax credit for the property at 121 Franklin Street as per request from a new owner of the property.

### **February 14, 2023**

- Public attendee suggested that the commission may work on a project of republishing historical books of Cedar Falls including historical places in Black Hawk County or 101 places in Cedar Falls by compressing them into postcards or small booklets for spreading education on preservation.
- Commission discussed updates on the Seerley Park Neighborhood walking tour including their plan to have 8 houses with unique architectural styles around the park on tour.
- Commission discussed sending out notifications to all property owners of the selected 8 properties on tour to see if they have any objections and to see if they can somehow participate in this tour.
- The Commission discussed and approved the drafted annual CLG report and its supplemental materials including Work Plan 2023 with minor corrections before it is submitted to City Council approval.
- Commission elected Julie Etheredge as Chair and Sally Timmer as the Vice Chair for the commission for this year.

### **March 14, 2023**

- The public attendee asked the commission if the Commission can support the destination grant application to pursue College Hill arches, which was recently denied. The commission discussed that their role is to provide education about preservation in general and that is the best they can do citing examples of upcoming events.
- The Commission discussed that the UNI students have been working on the upcoming event poster and brochure design and the draft design will be shared with everyone before the next meeting to be able to discuss and finalize it.
- Commission discussed that they are planning to host the Seerley Park Neighborhood Walking Tour on May 25th, 2023, at 6:00 pm and expressed interest in a TV interview to attract more attendees.

### **April 11, 2023**

- A public attendee shared the handbook that was recently found, outlining the history of churches in the City, and it could be a good resource for a possible educational event in the future.
- UNI Student representative presented the draft work on developing a brochure and the poster for the upcoming event “Seerley Park Neighborhood Walking Tour” and discussed the draft designs with the commission and received feedback.
- The commission discussed changes to be made in the draft poster and brochure designs. The commission was also updated that they will not be able to do a TV interview because of time constraints but will be able to conduct a live social media feed to be able to promote the upcoming event.
- The commission discussed the possibility of sending a pre-application for the CLG grant application for the recon survey of the Overman Park District in June, to be able to get needed feedback before submitting the actual application.
- The commission discussed that the UNI students have also created a digital version of the tour to provide event attendees with an e-map of the tour on their phones and to engage a younger audience. Also, the digital version would allow the commission to get feedback for the event and create a digital contact library for future events.

### **May 09, 2023**

- The public attendee shared a book “Historical Tour of Black Hawk County” which provides information on 99 places to visit in Cedar Valley with the hope of seeing a possible public event about the resources at a later date.
- The commission discussed specifics of the upcoming “Seerley Park Neighborhood Walking Tour” event and discussed event marketing strategies.
- Commission discussed that the app prepared by the UNI student for the upcoming “Seerley Park Neighborhood Walking Tour” event will be a great addition to providing digital access to brochure information as well as encourage younger generations to be able to attend such events and learn about preserving the historical character of the neighborhood.

### **June 13, 2023**

- The Commission discussed the success of the Seerley Park Neighborhood Walking Tour event and selected a gift card winner from the event as mentioned at the event.
- Commission brainstormed ideas about other educational projects that they are planning to work on including the pending digital platform project and possible new educational events.
- City staff updated the commission about a recent courier article that was going to be published about the recent “Seerley Park Neighborhood Walking Tour” success and encouraging more participants for future events.
- The Commission shared the experience of attending the Preserve Iowa Summit in Sioux City and highlighted learnings.

**July 11, 2023**

- Representative from Cedar Valley Historic Society invited the commission to present an educational project to the Cedar Valley Historic Society, which is a group of 50-60 people that meets regularly to learn about historical facts in Cedar Valley.
- The Commission brainstormed several ideas for new educational projects in North Cedar, the downtown area, and also possibly visiting multiple buildings on the UNI campus.
- City staff updated the commission that a new website for the commission will not be a possibility as all boards and commissions have a webpage through the City's website. So, compiling resources into digital format may continue on the City's webpage and possible adjustments can be made on the commission's webpage to provide easy access to people. Staff asked the commission to provide information at every meeting for city staff to make updates regularly, as it is a big project.

**August 08, 2023**

- The City Attorney gave a presentation about the Commission's role, and the resources available for commission members from the City and introduced the City's DEI Specialist, who is also available as a resource for the commission as part of the Commission training initiative.
- Commission discussed that SHPO is yet to update the CLG application but the commission has started to fill out the application questionnaire based on the last year's application to be able to get ready with the information, as soon as the updated application is available online.
- Commission discussed that they will be giving a presentation on the recently completed "Seerley Park Tour" to the Cedar Valley Historic Preservation group on November 28th, 2023 at the Grout Museum, Waterloo upon the invitation that was received at the last meeting.

**September 12, 2023**

- The Commission discussed possibly getting a paid internship from UNI to help them digitize resources or develop a platform and about sharing the link of the Historic Preservation Commission's webpage on the Visitor and Tourism Bureau website, this way the webpage can attract more traffic.
- Commission discussed the possibility of the next educational project in different areas of town including touring some of the historical houses on 2nd Street, developing a "Main Street 360" style digital page that shows a timeline of different eras like the Fortepan Iowa website but limited to the City, looking at North Cedar Neighborhood area and Sartori Park area for possible new tours.
- Commission discussed that the West Gym on the UNI campus may be torn down based on the recent article.

### **October 10, 2023**

- City staff updated the commission that they have been working with staff at the Visitor and Tourism office to revise a couple of brochures for past educational tours, once revised, they will be able to upload the same on the webpage.
- The commission discussed updates from their research on the next educational project including the possibility of doing a bike tour in North Cedar Neighborhood based on their conversation from the North Cedar Neighborhood association with older houses in the area and some restored parks.
- The Commission also discussed that they were able to narrow down to 8-10 houses on 2nd Street with unique architectural styles and different housing types that would make up a walking tour of the areas as a possible educational event.
- City staff asked the commission to provide a draft presentation for the “Seerley Park Tour” that they plan to present to Cedar Valley Historical Society next month.

### **November 14, 2023**

- Public attendee shared his recent project of designing an interactive tour of black history on the UNI campus (a UNI project) which was very impactful in highlighting African American history. He also mentioned that according to his research, the Seerley House was a cultural interpretation center in the past and it should be restored as a multi-cultural center rather than being torn down.
- Public attendees shared that recently they were contacted by the Historic Preservation Commission for a possible historic preservation educational project in the North Cedar area and they are thrilled about the same as the North Cedar neighborhood association’s primary goal is to preserve the history and character of the neighborhood. She also mentioned that with ongoing efforts to preserve the natural resource area and park, it could be a great opportunity for both the association and the commission to showcase ongoing efforts.
- City staff updated that the CLG application for recon survey of the Overman Park neighborhood is almost finalized to be sent for pre-review to SHPO. City staff discussed the final drafted budget, project timeline, and project scope with the commission to get their final thoughts before submission. City staff and the commission also discussed their role in maintaining the project pace to keep up with the deadline and following the timeline will be crucial.
- Commission approved the application with all supplemental materials with a few minor adjustments, this way it is submitted for pre-review, and also a memo is submitted to seek City Council approval of submitting the application to SHPO.
- Commission discussed updating Eddie Bowle’s write-up and resources on the webpage as part of updating digital records of historical resources.
- Commission discussed that they have found few resources for a possible educational event in the North Cedar Neighborhood area and finalized that the next educational event will be done in the North Cedar neighborhood area. Commission also discussed researched information including phone surveys. County records, Eddie Bowles’s presence in the area.

- Representatives from the North Cedar Neighborhood Association mentioned that they will be happy to help with any resources that the commission needs to execute the educational event in the North Cedar neighborhood area.

### **December 12, 2023**

- Public attendees mentioned that Riverview Park could be a good historical spot for showcasing its significance and could be an educational project.
- Commission discussed updating the webpage with Eddie Bowles's information and links that can be shared with the Visitors and Tourism website.
- Representative from North Cedar Neighborhood Association shared several possible projects including Hillside Cemetery which has a history from 1800's and early founders of the Cedar Falls, Tall Grass Prairie area that has recently restored 16 acres of the park area and native plantings, Island Park, which is one of the best recreation spot in the City and Eddie Bowle's cabin where he lived on the water in 70's.
- The Commission discussed that all these ideas could be part of one educational project which can have several self-guided tours and the Commission will be looking at more details for each suggested area and come up with contents for the educational tour. The Commission also discussed that they want to plan this event in May 2024.
- City staff discussed compiling the annual CLG report and work plan for 2024 that will have to be submitted to SHPO. Staff asked the commission to review the report, form a work plan, and finalize the same at their next meeting.

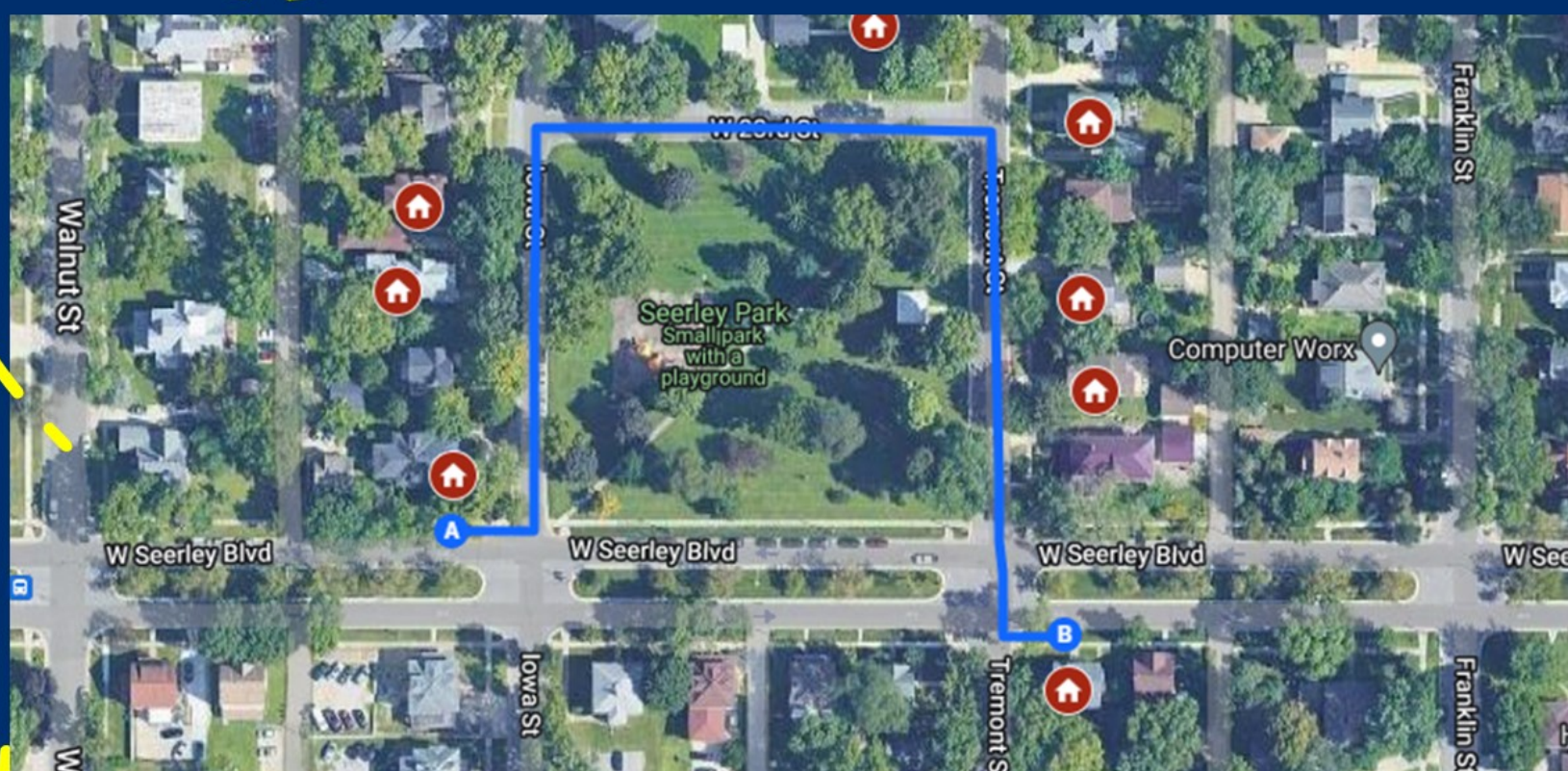
Chair: Julie Etheredge  
Vice Chair: Sally Timmer

<b>HISTORIC PRESERVATION COMMISSION  ATTENDANCE JANUARY 2023 THROUGH DECEMBER 2023</b>															
	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	June 2023	July 2023		Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023	Dec. 2023	Total Ratio	% Attend.
Sally Timmer	X	X	X	X	X	X	X		X	X	X	X	X	12/12	100%
Julie Etheredge	X	X	X	O	X	X	X		O	X	O	X	X	9/12	75%
Michael Mahncke	O	X	X	X	X	X	O		X	O	X	X	X	9/12	75%
Lindi Roelofse	X	X	X	X	X	X	X		O	O	O	O	X	8/12	67%
Jim O'Loughlin	X	X	O	O	X	X	X		X	X	X	X	X	10/12	83%

X = Present  
O = Not Present

CEDAR FALLS HISTORIC PRESERVATION COMMISSION  
PRESENTS:

# Seerley Park Neighborhood WALKING TOUR



Thursday May 25th @ 6 PM  
Meeting Point: Seerley Park  
W. Seerley Blvd

Retracing the story of  
our neighborhood.



*Scan for details*



*Overview of the four featured historic architectural styles in the Seerley Park Neighborhood.*

### **Queen Anne Victorian (1880–1910)**

Identifying features-Asymmetrical facade, steeply pitched roof, patterned shingles, bay windows, turrets/towers, full-width front porch.

### **Colonial Revival (1880–1955)**

Identifying features-Symmetrical facade, one-story, full width front porch, classical front porch columns, hipped or gabled dormers usually present, two-story pilasters.

### **Craftsman (1905–1930)**

Low-pitched gable roof, deep eaves, full-width front porch, exposed roof rafters, decorative beams or braces under roofline, full or partial width front porch.

### **Prairie Style (1872 – 1925)**

Emerged in the United States in the late 19th and early 20th century, and is characterized by its emphasis on horizontal lines, low-pitched roofs with broad overhanging eaves, and integration with the surrounding landscape.

### **TRIVIA QUESTION**

*How many neighborhood houses can you spot in each of the four architecture styles?*

*Information provided by Cedar Falls Historical Society.*

Sign up for future events and resources from Cedar Falls Historic Preservation Commission. Share your contact details at <https://forms.gle/5DC2QcVik9ivbPbV8>



Subscribe

Special thank you to the Cedar Falls Historic Preservation Commission Collaborators:



CEDAR FALLS HISTORIC PRESERVATION COMMISSION PRESENTS:

Item 28.

The Seerley Park Neighborhood

WALKING TOUR



Walking Tour e Brochure

The Seerley Park Neighborhood District is significant because it calls attention to the upbuilding of Cedar Falls' central residential neighborhood.

<https://www.cedarfalls.com/956-storic-Preservation-Commission>



### 1 2321 Iowa Street



Built between 1896-1900, this house has been heavily modified. But it has many of the Queen Anne style. Like many larger homes in the Normal

Addition, this serves as a boarding house for students attending Iowa State Normal School.

### 2 2309 Iowa Street



This lot was purchased in May 1900 and the home was built that summer. This home was built in the Queen Anne style. It has a steeply pitched roof and cutaway bay window, as well as wall surfaces and cutaways and angles.

### 3 2303 Iowa Street



This home is in the Prairie Style popularized by Frank Lloyd Wright. The home's low-pitched hipped roof with wide overhanging eaves immediately identifies it as

Prairie Style. Other features of the style on this home are the stucco and brick exterior, the built-in window boxes on both stories.

### 4 2221 Tremont Street



Built in early 1900, this small house has a no. of Queen Anne-style distinguishing features. From the steeply pitched hipped roof with asymmetrical cross gables,

to the front-facing gable to the right of the entrance porch.

# WALKING TOUR MAP



*Get a chance to hear historical information and living experience from homeowners.*

## TRIVIA QUESTION

In Nancy Price's 1987 novel *Sleeping with the Enemy* (turned movie starring Julia Roberts 1991), in which Cedar Falls, Iowa house did the protagonist hide?

**NOTE:** *This tour is intended to be a street side tour. Please do not enter any private property unless advised by guides.*

### 5 2300 Tremont Street



Item 28.

Built around 1915, it is a classic example of Craftsman architecture. It has tapered columns at the corners of the porch and decorative knee

braces under the wide eaves.

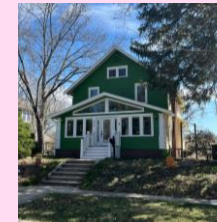
### 6 2310 Tremont Street



Built around 1919, this is classic example of Colonial Revival Style. This home has a front-facing gambrel roof with outward flaring eaves, small shed dormers,

bands of symmetrical double-hung windows, and shingled gable surface.

### 7 2316 Tremont Street



Built around 1924 in the Craftsman tradition, the home retains many signature features, including the tapered square columns supporting

the roof of the full-width front porch and the low-pitched roof with its deep eaves.

### 8 422 W. Seerley Blvd.



This home was built between 1914 – 1918 in the Craftsman style. It has exposed rafter tails under the eaves and decorative scrollwork

the bargeboards.

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# Seerley Park Neighborhood

— Cedar Falls Historic Preservation —  
Commission

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# Seerley Park Tour-May 25, 2023

*Overview of the four featured historic architectural styles in the Seerley Park Neighborhood.*

### Queen Anne Victorian (1880–1910)

Identifying features-Asymmetrical facade, steeply pitched roof, patterned shingles, bay windows, turrets/towers, full-width front porch.

### Colonial Revival (1880–1955)

Identifying features-Symmetrical facade, one-story, full width front porch, classical front porch columns, hipped or gabled dormers usually present, two-story pilasters.

### Craftsman (1905–1930)

Low-pitched gable roof, deep eaves, full-width front porch, exposed roof rafters, decorative beams or braces under roofline, full or partial width front porch.

### Prairie Style (1872 – 1925)

Emerged in the United States in the late 19th and early 20th century, and is characterized by its emphasis on horizontal lines, low-pitched roofs with broad overhanging eaves, and integration with the surrounding landscape.

### TRIVIA QUESTION

*How many neighborhood houses can you spot in each of the four architecture styles?*

*Information provided by Cedar Falls Historical Society.*

Sign up for future events and resources from Cedar Falls Historic Preservation Commission. Share your contact details at <https://forms.gle/5DC2QcVik9ivbPbV8>



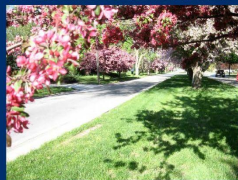
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CEDAR FALLS HISTORIC PRESERVATION COMMISSION PRESENTS:

## The Seerley Park Neighborhood WALKING TOUR



Thursday May 25<sup>th</sup>, 2023, 6 PM  
Meeting Point: Seerley Park



Walking Tour e Brochure

The Seerley Park Neighborhood District is significant because it calls attention to the upbuilding of Cedar Falls' central residential neighborhood.

<https://www.cedarfalls.com/956/Historic-Preservation-Commission>

### 1 2321 Iowa Street



Built between 1896-1900, this house has been heavily modified. But it has many of the Queen Anne style. Like many larger homes in the Normal

Addition, this serves as a boarding house for students attending Iowa State Normal School.

### 2 2309 Iowa Street



This lot was purchased in May 1900 and the home was built that summer. This home was built in the Queen Anne style. It has a steeply pitched roof and cutaway bay window, as well as wall surfaces and cutaways and angles.

### 3 2303 Iowa Street



This home is in the Prairie Style popularized by Frank Lloyd Wright. The home's low-pitched hipped roof with wide overhanging eaves immediately identifies it as Prairie Style. Other features of the style on this home are the stucco and brick exterior, the built-in window boxes on both stories.

### 4 2221 Tremont Street



Built in early 1900, this small house has a no. of Queen Anne-style distinguishing features. From the steeply pitched hipped roof with asymmetrical cross gables, to the front-facing gable to the right of the entrance porch.

## WALKING TOUR MAP

Get a chance to hear historical information and living experience from homeowners.

### TRIVIA QUESTION

In Nancy Price's 1987 novel *Sleeping with the Enemy* (turned movie starring Julia Roberts 1991), in which Cedar Falls, Iowa house did the protagonist hide?

**NOTE:** This tour is intended to be a street side tour. Please do not enter any private property unless advised by guides.

### 5 2300 Tremont Street



Built around 1915, it is a classic example of Craftsman architecture. It has tapered columns at the corners of the porch and decorative knee braces under the wide eaves.

### 6 2310 Tremont Street



Built around 1919, this is classic example of Colonial Revival Style. This home has a front-facing gambrel roof with outward flaring eaves, small shed dormers, bands of symmetrical double-hung windows, and shingled gable surface.

### 7 2316 Tremont Street



Built around 1924 in the Craftsman tradition, the home retains many signature features, including the tapered square columns supporting the roof of the full-width front porch and the low-pitched roof with its deep eaves.

### 8 422 W. Seerley Blvd.



This home was built between 1914 – 1918 in the Craftsman style. It has exposed rafter tails under the eaves and decorative scrollwork on the bargeboards.

# Seerley Park Tour-May 25, 2023



# Seerley Park Overview

- -Central residential neighborhood
- -Strong connection to the University of Northern Iowa
- -Centered around Seerley Park
  - -Second oldest park in Cedar Falls
  - -Named after Homer Seerley, President of UNI
- Originally called the Normal Addition



# 2221 Tremont Street

- Queen Anne, pre-1900
  - Steeply pitched roof
  - Cross gabled
  - Palladian windows
- Owners
  - Silas and Ellen Hartshorn
  - John and Dora Brier, house carpenter
    - Daughter, son-in-law and grand daughter also lived with them
    - Purchased in 1905 and family lived here until 1932



Item 28.

# 2300 Tremont Street

- Craftsman, built 1915
  - Tapered columns on porch
  - Decorative knee braces
- Built by James F. and Sarah Porter
  - House next door at 2222 Tremont built by brother John R. Porter.
  - James son, Robert, continued living after their death. James other son Frank, moved in next door in John's house.
  - Frank and Robert established 2 important Cedar Falls businesses
    - Porter's Camera Store
    - Porter's Sporting Goods



# 2310 Tremont Street

- Dutch Colonial, Built 1919
  - Front facing gambrel roof
  - Outward flaring eaves
  - Shed dormers
  - Shingled gable surface
- Frank Rugg, house carpenter
- 1923 purchased by Richard W. and Cora Gibson
  - Grocery store business
- Described by one of the characters in *Sleeping with the Enemy*
  - Situated directly across from Nancy Price's house





# 2316 Tremont Street

- Craftsman, 1924
  - Tapered square columns
  - Full-width front porch
  - Low-pitched roof, deep eaves
- Emma and Samuel McKitrick
  - Samuel retired from teaching
  - Son, Reuben, head of Economics Department at ISTC
  - Daughter, Clara, principal at Washington Irving School in Waterloo
  - McKitrick family owned many properties around Seerley Park
  - Clara continued to live here until 1968



# 2303 Iowa Street

- Prairie, 1914
  - Frank Lloyd Wright, horizontality
  - Low-pitched roof
  - Wide, overhanging eaves
  - Stucco and brick
  - Built-in window boxes, square porch supports
  - Side entryway
- Professor Reuben McKittrick-Head of Dept. of Economics at ISTC
  - Wife, Louise
  - Moved from Madison, WI
  - Degrees from Northwestern State Normal and Oklahoma University, post grad at UW
  - 1918 contracted influenza, died of tuberculosis in 1919
  - Louise worked as secretary of the Extension Service at ISTC



# 2309 Iowa Street

- Queen Anne Free Classic, 1900
  - Cutaways and angles
  - Wide front porch, front gable
  - Classic porch columns
  - Steeply pitched roof
  - Sunburst above attic windows in front gable
- Built by John Baptist and Emma Gundry Knoepfler
  - John born in Germany, emigrated at 2 with family
  - Superintendent in many Iowa school districts, state superintendent
  - Came to ISTC in 1900 as head of German Dept.
  - Emma born in England and emigrated as infant with family
- Home of Nancy Price, author of *Sleeping with the Enemy*
  - Painted mural in dining room



# 2321 Iowa Street

- Queen Anne, built 1896-1900
  - Wide porch
  - Second story balcony
  - Cutaway bay
- Built as a boarding house
- 1900 J.C. and Emma Burnett owned
- 1903 Thomas E. and Elizabeth Mathews moved family here to educate their 9 children in CF
  - Ran it as a boarding house for students and professors
  - In 1905 there were 21 boarders were living here
  - Was in Mathews family until 1926



# 422 Seerley Blvd

- Craftsman, 1914-1918
  - Exposed rafter tails
  - Decorative scrollwork on bargeboards
  - Double hung windows, multi-pane lights over single pane of glass
- 1918 Rev. W. Roland and Rachel Williams
  - Presbyterian minister
  - Both born in Wales
- 1934 Reno R. and Vesta Reeve
  - Lawyer, helped arrange “marriage” of Cedar Heights and Cedar Falls



Item 28.

333

# Contact Us

Visit our website at:

[www.cedarfalls.com/956/historic-preservation-commission](http://www.cedarfalls.com/956/historic-preservation-commission)

Email JD at [jda@cedarfalls.com](mailto:jda@cedarfalls.com)

Email Sally at [sallykleisstimmer@gmail.com](mailto:sallykleisstimmer@gmail.com)

Call JD at 319-268-5185















## DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS & PARKS DIVISION  
2200 TECHNOLOGY PARKWAY  
CEDAR FALLS, IOWA 50613  
319-273-8629  
FAX 319-273-8632

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**MEMORANDUM**

**TO:** Mayor Daniel Laudick and Cedar Falls City Council  
**FROM:** Chase Schrage, Director, Public Works Department  
**DATE:** January 26, 2024  
**SUBJECT:** Hwy 57/West 1<sup>st</sup> Street Parcels 49 & 52

Enclosed are documents from the Iowa Department of Transportation regarding excess right-of-way that was purchased or condemned for highway purposes during the reconstruction of Highway 57/West 1<sup>st</sup> Street. Now that the project is completed, the Iowa DOT has offered the property back to the City at fair market value. The parcels considered are parcel 49 (\$34,000) and parcel 52 (\$32,000).

The agreement between the Iowa DOT and the City outlines a 50/50 cost share on any right-of-way purchased as part of the project. After the purchase of these parcels, the City would receive half of the parcel costs back in reimbursement.

The City is working with Habitat for Humanity to potentially utilize these lots for building affordable housing, utilizing HOME funds. Work will follow adopted Annual Action Plans. Future agreements would come forward on a project-specific basis with Habitat.

The Department of Public Works recommends that the City Council approve this resolution for the purchase of parcels 49 & 52 from the Iowa Department of Transportation. Let me know if you have any questions.



County: Black Hawk  
PROJECT: STP-057-2(28)—2C-07  
Parcel No.: 49

## OFFER TO BUY

I herewith submit an unconditional offer of \$ \_\_\_\_\_ (minimum acceptable offer is the approved fair market appraised value of **\$34,000.00**) to the Iowa Department of Transportation (hereinafter known as Department) for the purchase of the following land:

SEE ATTACHED LEGAL DESCRIPTION

I herewith enclose a CHECK or MONEY ORDER (the Department will NOT accept CASH) for the full amount of the offer made payable to the Iowa Department of Transportation. Should the Department not accept the bid or offer, the amount will be returned by mail.

I accept title by State Patent. I agree to accept the State Patent without an Abstract of Title, and am aware that the land is being sold in accord with the provisions of and subject to the limitations of Section 306.22 through and including 306.25 of the Code of Iowa. "Any sale of land as authorized therein shall be upon the conditions that the tract, parcel or piece of land so sold shall not be used in any manner so as to interfere with the use of the highway, or to the material damage of the adjacent owner, and shall be subject to the right of all utility associations, companies, or corporations to continue in possession of a right of way in use at the time of such sale."

I accept the following covenants and agree that they shall run with the land and be binding upon me and my heirs and assigns:

1. Direct access between the above-described parcel of land and Hwy 57, AKA W. 1<sup>st</sup> St., will be prohibited and any and all rights of access to Hwy 57 from the above-described property shall be reserved to the State.
2. Sale of the above-described parcel is subject to all easements of record
3. The State retains the right of entry thereon for the purpose of constructing and maintaining the right of way fence. The fence shall be maintained for vehicle access control purposes only. The State will be held blameless and without liability for fencing private property or maintaining the same. The buyer may pasture against said fence at their own peril and the State will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.
4. These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

The Iowa Department of Transportation reserves the right to waive any technicalities and to reject any or all bids or offers.

I certify that I have inspected this property to my complete and total satisfaction and that I am fully aware of all conditions of the property and the terms and conditions under which it is being offered for sale. I understand that the property is being sold as is with no warranties of any nature either expressed or implied. I therefore submit a bid, as shown above, for the property.

If my offer is accepted by the Department, please issue the Patent to:

**Please print your name, or names, using one of the formats listed below:**

- 1) John J. Doe
- 2) John J. Doe and Mary Ann Doe, as tenants in common
- 3) John J. Doe and Mary Ann Doe as joint tenants with full rights of survivorship and not as tenants in common
- 4) Any business name

(PLEASE PRINT OR TYPE)

Please print or type the **EXACT** name or names the bidder wishes to appear on Patent

Address

Printed or typed names of signatories

City, State Zip Code

**X** Signed:

Email Address

Date

Telephone Number

**INDEX LEGEND**

SURVEYOR'S NAME / RETURN TO:

TERRY COADY  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023

515-964-2020

TLCOADY@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:

SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:

PT OF LOT 8

BLOCK 38

VILLAGE OF CEDAR FALLS

REQUESTED BY:

STATE OF IOWA

Number: 202200014855  
Recorded: 1/19/2022 at 4:13:12.0 PM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.22  
Combined Fee: \$15.22

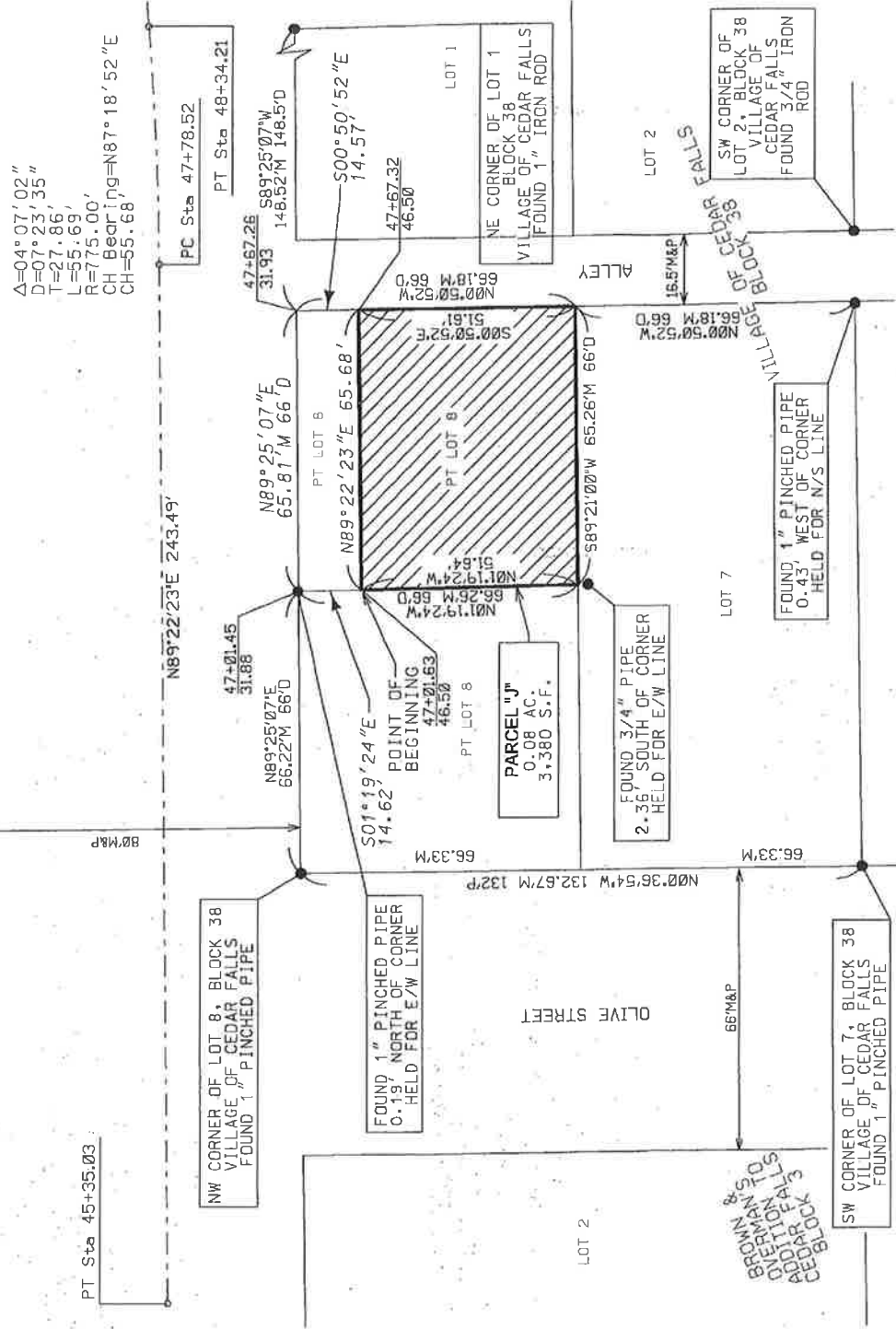
Revenue Tax:

Sandie L. Smith, RECORDER  
Black Hawk County, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION  
EXCESS LAND PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. 49  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 49  
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE AC, EASE AC EXCESS-FEE 0.08 AC  
ACCESS RIGHTS ACQUIRED - STA STA MAIN LINE SIDE  
ACCESS RIGHTS ACQUIRED - STA STA SIDE ROAD SIDE  
ACQUIRED FROM J & M BODENSTEINER, LLC

CITY OF CEDAR FALLS, IOWA PART OF THE SW 1/4 OF THE NW 1/4 OF SEC. 12 89-14 UNPLATTED LOT 2 TREPP MINOR PLAT LOT 1  
LOT 3 VACATED OLIVE STREET



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

**TERRY COADY** DATE: 1-7-2022  
License number 18643  
My License Renewal Date is December 31, 2023  
Pages covered by this seal: EXHIBIT "A" ONLY

**TERRY COADY** SURVEYOR  
18643 IOWA  
LICENSED PROFESSIONAL LAND SURVEYOR

This plat has been reviewed by the City of Cedar Falls.

*[Signature]* Date 1/19/22  
Zoning Administrator  
City of Cedar Falls



▲ FOUND SECTION CORNER

■ FOUND RIGHT OF WAY RAIL

● FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



DATE REVISED \_\_\_\_\_

DATE DRAWN \_\_\_\_\_

DECEMBER 08, 2021

SCALE

1" = 40'

**PARCEL "J" DESCRIPTION**  
DESCRIPTION OF ATTACHED PLAT FOR EXCESS PARCEL

BLACK HAWK COUNTY PROJECT NO. STP-57-2(28)—2C-07  
PARCEL NO. 49

EXCESS LAND PARCEL DESCRIBED AS FOLLOWS:

A PART OF LOT 8 OF BLOCK 38, VILLAGE OF CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8 OF BLOCK 38, VILLAGE OF CEDAR FALLS; THENCE NORTH 89°25'07" EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 66.22 FEET TO THE NORTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 8; THENCE SOUTH 01°19'24" EAST ALONG THE WEST LINE OF SAID EAST 1/2 OF LOT 8, A DISTANCE OF 14.62 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°22'23" EAST, 65.68 FEET TO THE EAST LINE OF LOT 8; THENCE SOUTH 00°50'52" EAST ALONG SAID EAST LINE, 51.61 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 89°21'00" WEST ALONG THE SOUTH LINE OF SAID LOT 8, A DISTANCE OF 65.26 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF LOT 8; THENCE NORTH 01°19'24" WEST ALONG SAID WEST LINE OF THE EAST 1/2 OF LOT 8, A DISTANCE OF 51.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.08 ACRES (3,380 S.F.).

NOTE: THE NORTH LINE OF SAID LOT 8 IS ASSUMED TO BEAR NORTH 89°25'07" EAST FOR THE PURPOSES OF THIS SURVEY.

**DATE OF SURVEY**  
OCTOBER 17, 2017

**OWNER**  
STATE OF IOWA  
800 LINCOLN WAY  
AMES, IA 50010

**BASIS OF BEARING**  
THE NORTH LINE OF SAID LOT 8 IS ASSUMED TO BEAR NORTH 89°25'07" EAST FOR THE PURPOSES OF THIS SURVEY.

BLACK HAWK COUNTY  
STP-57-2(28)—2C-07  
PARCEL NO. 49



County: Black Hawk  
PROJECT: STP-057-2(28)—2C-07  
Parcel No.: 52

## OFFER TO BUY

I herewith submit an unconditional offer of \$ \_\_\_\_\_ (minimum acceptable offer is the approved fair market appraised value of **\$32,000.00**) to the Iowa Department of Transportation (hereinafter known as Department) for the purchase of the following land:

SEE ATTACHED LEGAL DESCRIPTION

I herewith enclose a CHECK or MONEY ORDER (the Department will NOT accept CASH) for the full amount of the offer made payable to the Iowa Department of Transportation. Should the Department not accept the bid or offer, the amount will be returned by mail.

I accept title by State Patent. I agree to accept the State Patent without an Abstract of Title, and am aware that the land is being sold in accord with the provisions of and subject to the limitations of Section 306.22 through and including 306.25 of the Code of Iowa. "Any sale of land as authorized therein shall be upon the conditions that the tract, parcel or piece of land so sold shall not be used in any manner so as to interfere with the use of the highway, or to the material damage of the adjacent owner, and shall be subject to the right of all utility associations, companies, or corporations to continue in possession of a right of way in use at the time of such sale."

I accept the following covenants and agree that they shall run with the land and be binding upon me and my heirs and assigns:

1. Direct access between the above-described parcel of land and Hwy 57, AKA W. 1<sup>st</sup> St., will be prohibited and any and all rights of access to Hwy 57 from the above-described property shall be reserved to the State.
2. Sale of the above-described parcel is subject to all easements of record
3. The State retains the right of entry thereon for the purpose of constructing and maintaining the right of way fence. The fence shall be maintained for vehicle access control purposes only. The State will be held blameless and without liability for fencing private property or maintaining the same. The buyer may pasture against said fence at their own peril and the State will be held blameless and without liability for fencing private property or maintaining the same to restrain livestock.
4. These provisions run with the land and are binding upon buyers, their heirs, successors, and assigns.

The Iowa Department of Transportation reserves the right to waive any technicalities and to reject any or all bids or offers.

I certify that I have inspected this property to my complete and total satisfaction and that I am fully aware of all conditions of the property and the terms and conditions under which it is being offered for sale. I understand that the property is being sold as is with no warranties of any nature either expressed or implied. I therefore submit a bid, as shown above, for the property.

If my offer is accepted by the Department, please issue the Patent to:

**Please print your name, or names, using one of the formats listed below:**

- 1) John J. Doe
- 2) John J. Doe and Mary Ann Doe, as tenants in common
- 3) John J. Doe and Mary Ann Doe as joint tenants with full rights of survivorship and not as tenants in common
- 4) Any business name

(PLEASE PRINT OR TYPE)

Please print or type the **EXACT** name or names the bidder wishes to appear on Patent

Address

Printed or typed names of signatories

City, State Zip Code

Signed:

Email Address

Date

Telephone Number

**INDEX LEGEND**

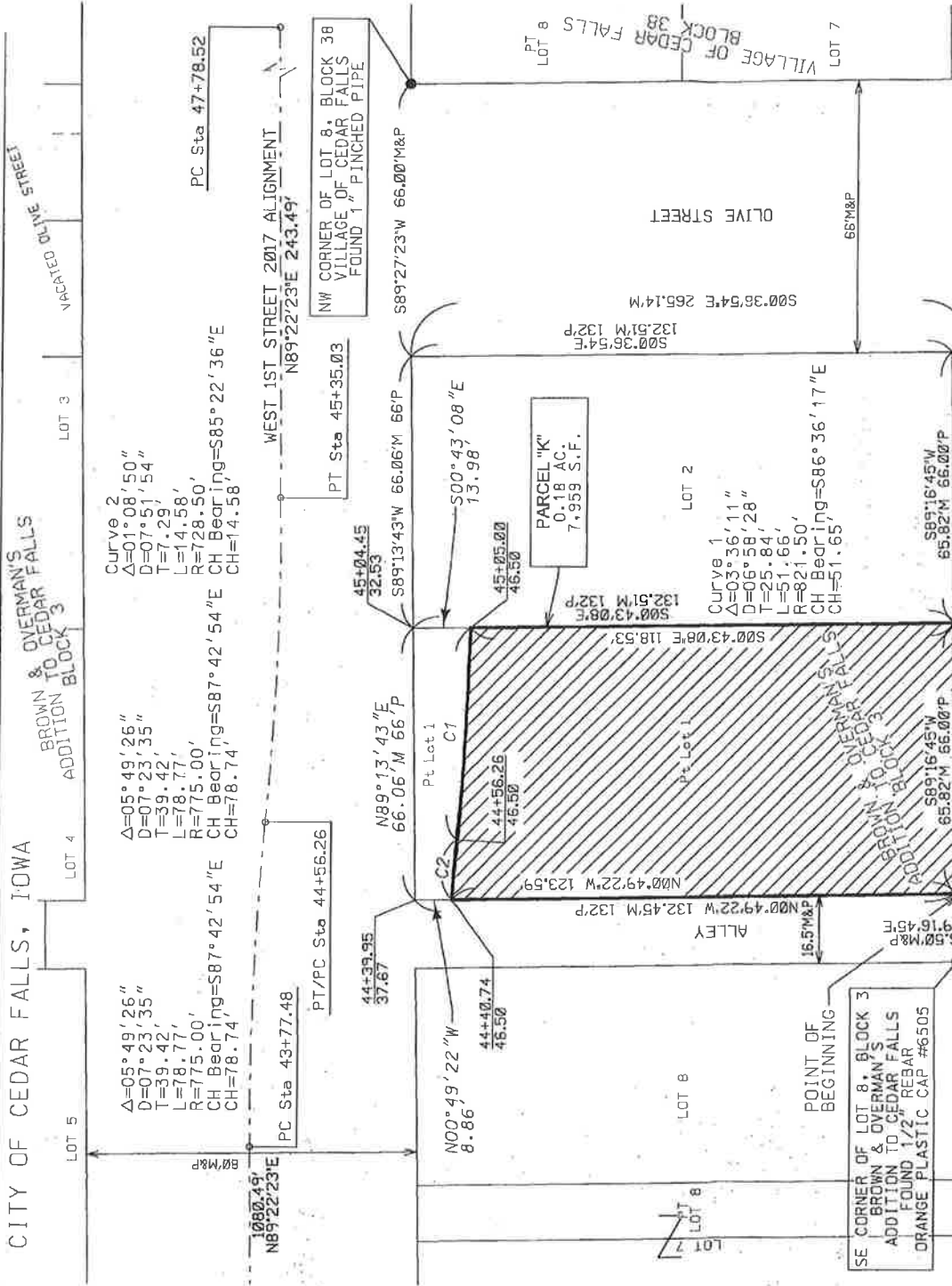
SURVEYOR'S NAME / RETURN TO:  
TERRY COADY  
SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BOULEVARD  
ANKENY, IOWA 50023  
515-964-2020  
TLCOADY@SNYDER-ASSOCIATES.COM  
SERVICE PROVIDED BY:  
SNYDER & ASSOCIATES, INC.  
SURVEY LOCATED:  
PT OF LOT 1  
BLOCK 3  
BROWN & OVERMAN'S ADDITION TO CEDAR FALLS  
STATE OF IOWA

Number: 202200014856  
Recorded: 1/19/2022 at 4:13:13.0 PM  
County Recording Fee: \$12.00  
Iowa E-Filing Fee: \$3.22  
Combined Fee: \$15.22  
Revenue Tax:  
Sandie L. Smith, RECORDER  
Black Hawk County, Iowa

**IOWA DEPARTMENT OF TRANSPORTATION  
EXCESS LAND PLAT  
EXHIBIT "A"**

COUNTY BLACK HAWK STATE CONTROL NO. \_\_\_\_\_  
PROJECT NO. STP-57-2(28)-2C-07 PARCEL NO. 52  
SECTION 12 TOWNSHIP 89 NORTH RANGE 14 WEST  
ROW-FEE \_\_\_\_\_ AC, EASE \_\_\_\_\_ AC EXCESS-FEE 0.18 AC  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ MAIN LINE \_\_\_\_\_ SIDE \_\_\_\_\_  
ACCESS RIGHTS ACQUIRED - STA \_\_\_\_\_ STA \_\_\_\_\_ SIDE ROAD \_\_\_\_\_ SIDE \_\_\_\_\_  
ACQUIRED FROM MARK J. SHATEK

CITY OF CEDAR FALLS, IOWA



I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

*Terry Coady*  
TERRY COADY DATE: 1-7-2022  
License number 18643  
My License Renewal Date is December 31, 2023  
Pages covered by this seal: \_\_\_\_\_  
EXHIBIT "A" ONLY

LICENSED PROFESSIONAL LAND SURVEYOR  
TERRY COADY  
18643  
IOWA

This plat has been reviewed by the City of Cedar Falls.

*[Signature]*  
Zoning Administrator  
City of Cedar Falls  
Date 1/11/22

- ▲ FOUND SECTION CORNER
  - FOUND RIGHT OF WAY RAIL
  - FOUND IDOT ALUM. CAP (UNLESS OTHERWISE NOTED)
- 0' 20' 40'



**PARCEL "K" DESCRIPTION**  
DESCRIPTION OF ATTACHED PLAT FOR EXCESS PARCEL

BLACK HAWK COUNTY

PROJECT NO. STP-57-2(28)—2C-07  
PARCEL NO. 52

EXCESS LAND PARCEL DESCRIBED AS FOLLOWS:

A PART OF LOT 1 OF BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8 OF SAID BLOCK 3, BROWN & OVERMAN'S ADDITION TO CEDAR FALLS; THENCE NORTH 89°16'45" EAST, 16.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE NORTH 00°49'22" WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 123.59 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE SOUTHERLY WHOSE RADIUS IS 728.50 FEET, WHOSE ARC LENGTH IS 14.58 FEET AND WHOSE CHORD BEARS SOUTH 85°22'36" EAST, 14.58 FEET; THENCE EASTERLY ALONG A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 821.50 FEET, WHOSE ARC LENGTH IS 51.66 FEET AND WHOSE CHORD BEARS SOUTH 86°36'17" EAST, 51.65 FEET TO THE EAST LINE OF SAID LOT 1; THENCE SOUTH 00°43'08" EAST ALONG SAID EAST LINE, 118.53 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 89°16'45" WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 65.82 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES (7,959 S.F.).

NOTE: THE NORTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR NORTH 00°49'22" WEST FOR THE PURPOSES OF THIS SURVEY.

**DATE OF SURVEY**  
OCTOBER 17, 2017

**OWNER**  
STATE OF IOWA  
800 LINCOLN WAY  
AMES, IA 50010

**BASIS OF BEARING**  
THE NORTH LINE OF SAID LOT 1 IS ASSUMED TO BEAR NORTH 00°49'22" WEST FOR THE PURPOSES OF THIS SURVEY.

BLACK HAWK COUNTY  
STP-57-2(28)—2C-07  
PARCEL NO. 52



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 501 East 4<sup>th</sup> Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-273-8633

### MEMORANDUM

#### *Water Reclamation Division*

**TO:** Honorable Mayor Daniel Laudick and Council Members  
**FROM:** Tyler J. Griffin, Water Reclamation Manager  
**DATE:** January 24<sup>th</sup>, 2024  
**SUBJECT:** Belz Farm Lease Agreement

Proposals were received on December 29<sup>th</sup>, 2023, for a three-year lease of the 390-acre Belz Farm. A rotating 70-acre portion of this land is set aside each year to be used by the Water Reclamation Division for application of biosolids throughout the growing season. Therefore, the total contract payment is based on the remaining 320 acres.

Eight proposals were received with offers ranging from a low of \$303 per acre up to \$401 per acre. Evaluation of the RFPs was based upon price per acre, land conservation and improvement plans, as well as any additional services provided.

Century Farms was the high bidder with a bid price of \$401 per acre for a total annual payment of \$128,320. Century Farms also submitted a supplemental document containing an overview of their fertility plans, along with soil health and general husbandry practices.

For reference, the four previous lease bid amounts are listed below:

2006	\$187 / acre
2009	\$327 / acre
2014	\$352 / acre
2018	\$305 / acre

It is my recommendation that the City enter into the attached three-year lease agreement with Century Farms of Shell Rock, Iowa beginning March 1<sup>st</sup>, 2024.

Please contact me if you have any questions or concerns.

c: Chase Schrage, Public Works Director



Prepared by: City Attorney Kevin Rogers, 220 Clay Street, Cedar Falls, Iowa (319) 243-2713

## FARM LEASE AGREEMENT

THIS LEASE ("Lease") is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Cedar Falls, Iowa ("Landlord"), whose address for the purpose of this lease is c/o City Clerk, 220 Clay Street, Cedar Falls, Iowa 50613, and Century Farms an Iowa general partnership ("Tenant"), whose address for the purpose of this lease is: 29023 280<sup>th</sup> St. Shell Rock, IA 50670

### THE PARTIES AGREE AS FOLLOWS:

1. Premises and Term. Landlord leases to Tenant the following real estate (the "Real Estate") located in Grundy County, Iowa, and Black Hawk County, Iowa, to-wit:

See legal description on addendum attached hereto, and by this reference made a part hereof,

and containing 390 total acres, more or less, including 70 acres for the Set Aside Tract described in paragraph 6, 14.8 acres of grass waterways, 14.4 acres of filter strips, and 290.8 tillable acres, more or less, with possession by Tenant for a term of three (3) years to commence on March 1, 2024, and to end on February 28, 2027. The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within thirty (30) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. Rent. Tenant shall pay to Landlord as rent for the Real Estate (the "Rent"):

Total annual cash rent of One Hundred Twenty-Eight Thousand Three Hundred Twenty and no/100 Dollars (\$128,320), payable \$64,160 on March 1, 2024, and \$64,160 on November 1, 2024, and a like amount on each March 1 and November 1 thereafter during the term of this lease.

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of the Real Estate in any offered program by the U.S. Department of Agriculture or the State of Iowa for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's consent. Tenant shall be entitled to collect all Conservation Reserve Program (CRP) rental payments for all grass waterways (currently consisting of approximately 14.8 acres) and all filter strips (currently consisting of approximately 14.4 acres), now or hereafter located on the Real Estate, and including all incentive payments associated therewith, and all cost-share assistance provided by, the U. S. Department of Agriculture in connection therewith. Tenant's entitlement shall include governmental cost-sharing payments for permanent soil conservation structures, including all waterways and filter strips. Tenant shall also be entitled to all payments from participation in crop production, crop set aside and crop disaster payment programs of the USDA, except as otherwise specifically provided in this Lease.

3. Landlord's Lien and Security Interest. As security for all sums due or which will become due from Tenant to Landlord under this Lease, Tenant hereby grants to Landlord, in addition to any statutory liens, a security interest as provided in the Iowa Uniform Commercial Code and a contractual lien in all crops produced on the premises and the proceeds and products thereof, all contract rights concerning such crops, proceeds and/or products, all proceeds of insurance collected on account of destruction of such crops, all contract rights and U.S. government and/or state agricultural farm program payments in connection with the Real Estate, whether such contract rights be payable in cash or in kind, including the proceeds from such rights. At Landlord's request made at any time during this Lease, Tenant shall sign and deliver to Landlord a Uniform Commercial Code UCC financing statement showing the existence of this security interest. At Landlord's request, Tenant shall also sign any additional forms required to validate the Landlord's security interest in government program payments.

4. Proper Husbandry, Care of Soil, Trees, Shrubs and Grass. Tenant shall farm the Real Estate in a manner consistent with good husbandry. Tenant agrees to conduct Tenant's operations on the Real Estate in such a manner as will comply with the Iowa Department of Natural Resources (the "DNR") requirements relating to biosolids application, and requirements regarding crop nutrient demands. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and throughout the premises. Tenant shall comply with all terms of the USDA Conservation Plan and any other required environmental plans for the Real Estate. Tenant shall do what is reasonably necessary to control soil erosion, including, but not limited to, the maintenance of existing watercourses, waterways, filter strips, ditches, drainage areas, terraces and tile drains, and shall abstain from any practice which will cause damage to the Real Estate. Tenant agrees to trim volunteer trees and brush from fence lines and ditches.

Tenant shall by August 15 of each lease year provide to Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the leased premises during such year.

Tenant shall not remove from the Real Estate, nor burn, any straw, stalks, stubble, or similar plant materials, all of which are recognized as the property of Landlord, without prior permission of the Landlord. Tenant may use these materials, however, upon the Real Estate for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Real Estate from injury by Tenant's cropping operation. Tenant further understands Tenant cannot spread manure on any of the land which comprises the Real Estate covered by this Lease.

Tenant acknowledges that Tenant is responsible to maintain and satisfy all USDA rules, regulations and requirements with regard to all CRP contracts or any other similar governmental contracts which the Tenant elects to participate in with respect to any of the Real Estate that comprises this Lease. Tenant agrees to be responsible for payment of any penalties the USDA may impose associated with any such contracts, and to indemnify and hold Landlord harmless therefrom.

5. Environmental. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may not be stored on the premises. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to insure that well or groundwater contamination does not occur and shall be responsible to follow all applicators' licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Dead livestock may not be buried on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on the leased premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the Real Estate. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. Application of Biosolids on a Portion of the Real Estate. Each year during the term of the Lease, Landlord and Tenant agree that a portion of the Real Estate, consisting of a tract of seventy (70) acres (the "Set Aside Tract"), located on the portion of the Real Estate situated in Black Hawk County, Iowa, shall be set aside for use by Landlord for its biosolids land application program. The precise tract to be set aside during each year of the lease term shall be determined by Landlord, and shall be rotated from year to year, so that the same parcel is not set aside for such biosolids application for more than one (1) consecutive year. Tenant shall not be

allowed to place the Set Aside Tract in crop production for the year for which it is set aside. Tenant shall be responsible, however, to establish a suitable cover crop (of a type of crop reasonably acceptable to Landlord) on the Set Aside Tract each year at Tenant's cost, using Tenant's own equipment. Tenant's responsibilities with respect to the Set Aside Tract shall include preparing the ground for biosolids application, planting all required cover crop seed thereon, and harvesting the cover crop. All cover crop harvested and any proceeds from harvested cover crop shall be the property of the Tenant. At the end of each crop year, and at such other times during the lease term as Landlord deems appropriate, Tenant shall incorporate all biosolids materials applied on the Set Aside Tract into the soil in a manner which complies with Landlord's requirements and the requirements of the Iowa DNR. Landlord shall notify Tenant each time that biosolids are to be incorporated into the soil. Tenant agrees to comply in all respects with the rules and regulations of the Iowa DNR for the application of biosolids on the Set Aside Tract. Except as otherwise specifically provided in this Lease, application of the biosolids on the Set Aside Tract shall be done by Landlord's agents at Landlord's expense, and Tenant shall have no responsibility for the application of the biosolids. Any soil sampling required in connection with Landlord's application of the biosolids on the Set Aside Tract shall be Landlord's responsibility. Any soil sampling required by the Iowa DNR or USDA in connection with Tenant's participation in any CRP or USDA program, or soil sampling done at Tenant's option, shall be accomplished at Tenant's expense. All fertilizer and soil pH adjustments on the Real Estate shall be paid for by Tenant. Tenant agrees to keep written documentation of all such tests and results in order that Landlord may furnish such reports to the Iowa DNR or USDA.

7. Establishment and Maintenance of Waterways and Filter Strips.

(a.) Existing Grass Waterways. Tenant agrees to assume responsibility for all grass waterways currently located on the Real Estate as of the date of commencement of this Lease. This responsibility shall include minor repair work to and cleaning out of such grass waterways, maintenance of such waterways, including mowing, and any other work Landlord deems appropriate to assure that said existing grass waterways meet acceptable conservation practices and comply with the USDA Conservation Plan for the Real Estate.

(b.) New Waterways. Tenant shall be responsible for the cost of establishing any new grass waterways and filter strips on the Real Estate in accordance with Landlord's USDA Conservation Plan. This includes the cost of land preparation and seeding of new grass waterways and filter strips. All of such costs shall be paid by Tenant. After any such new grass waterways and filter strips are established, then Tenant agrees to perform all work thereon on the same terms and conditions as set forth in subparagraph (a) of this paragraph 7 with regard to existing waterways, both during the remainder of the lease term, and during any renewal of this Lease. Landlord and Tenant agree that Tenant may apply for and be entitled to receive, if granted, any payments from the USDA for the cost of establishment of new grass waterways and filter strips on the Real Estate.

8. Termination of Lease. This Lease shall automatically renew upon expiration of the lease term provided in paragraph 1 of this Lease, on a year-to-year basis, upon the same terms and conditions provided for in this Lease, unless either party gives legal and timely written

notice to the other party of an election not to renew this Lease as provided by law, namely, on or before September 1 prior to the termination date of this Lease, provided, however, that this Lease shall not renew because of an absence of giving of notice in the event there is a default in the performance of this Lease. All notices of termination of this Lease shall be as provided by Iowa law.

9. Possession and Condition at End of Term. At the termination of this Lease, Tenant will relinquish possession of the Real Estate to Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord \$250.00 per day, as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Real Estate to Landlord, Tenant shall assure that the Real Estate is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, excepted.

10. Landlord's Right of Entry and Inspection. Landlord or its agents may enter upon the Real Estate at any reasonable time for purposes of applying biosolids to the seventy (70) acre Set Aside Tract, as provided in paragraph 6 of this Lease. Landlord or its agents may also enter upon the Real Estate at any reasonable time for the purpose of viewing, testing, sampling or inspecting any or all portions of the Real Estate to assure compliance with the terms of this Lease and any USDA and Iowa DNR requirements, or for other reasonable purposes. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Real Estate, or authorize an agent to enter upon the Real Estate, to conduct any normal tillage, fertilizer operation or other operations after Tenant has completed the harvesting of crops, even if this is prior to the date of termination of the Lease.

11. Violation of Terms of Lease. If either Tenant or Landlord violates the terms of this Lease, the other party may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. Repairs. Tenant shall maintain the fences on the leased premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified by Tenant of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord. Fences may be removed, and then only at Tenant's expense, only with the written consent of Landlord.

13. New Improvements. All fences and improvements of every kind and nature that may be erected or established upon the Real Estate during the term of the Lease by the Tenant shall constitute additional Rent and shall inure to the Real Estate, becoming the property of Landlord, unless Landlord has agreed in writing prior to the erection of the same that the Tenant may remove the improvement at the end of the Lease.

14. Well, Windmill and Water Systems. Tenant shall maintain all existing well, windmill and water systems on the Real Estate, if any, in good repair at Tenant's expense except damage caused by windstorm or weather. Tenant shall not be responsible for replacement or



installation of such systems on the Real Estate, beyond ordinary maintenance expenses. Landlord does not guarantee continuous or adequate supplies of water for the Real Estate.

15. Expenses Incurred Without Consent of Landlord. No expense shall be incurred for or on account of the Landlord without Tenant first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Real Estate.

16. No Hunting. No hunting is to be allowed on the Real Estate which is the subject of this Lease at any time by any person.

17. No Agency. Tenant is not an agent of the Landlord.

18. Attorney Fees and Court Costs. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorney's fees.

19. Change in Lease Terms. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as an addendum to this Lease.

20. Notices. The notice contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed by U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination described in paragraph 9, which shall be governed by Iowa law.

21. Assignment. Tenant shall not assign this Lease, or sublet the Real Estate or any portion thereof, without prior written authorization of Landlord. Any such assignment or subletting without Landlord's consent shall cause an immediate termination of the Lease, and shall require all unpaid Rent due under this Lease to be immediately due and payable to Landlord without any notice to or demand upon Tenant.

22. Certification. Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date set forth above.

Century Farms GP,  
an Iowa general partnership

THE CITY OF CEDAR FALLS, IOWA

By: *Dan Massoth*  
Dan Massoth, General Partner

By: \_\_\_\_\_  
Daniel Laudick, Mayor

By: *Rick DeGroote*  
Rick DeGroote, General Partner

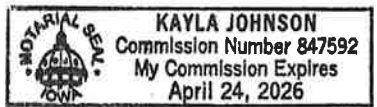
ATTEST:  
\_\_\_\_\_  
Kim Kerr, City Clerk  
Landlord

By: *Melody Massoth*  
Melody Massoth, General Partner

STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on this 28<sup>th</sup> day of January, 2024, by Dan Massoth, Rick DeGroote and Melody Massoth, General Partners of Century Farms, an Iowa general partnership.

*Kayla Johnson*  
Notary Public in and for said County and State



STATE OF IOWA, BLACK HAWK COUNTY, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Daniel Laudick and Kim Kerr, as Mayor and City Clerk, respectively, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**ADDENDUM**  
Legal Description

Real estate located in Black Hawk County, Iowa, legally described as follows:

Southwest Fractional Quarter (SW FR 1/4) and the West One-half (W 1/2) of the Southeast Quarter (SE 1/4) of Section No. Seven (7) in Township Eighty-nine (89) North, Range No. Fourteen (14) West of the 5th P.M. in Black Hawk County, Iowa.

Real estate located in Grundy County, Iowa, legally described as follows:

The Southeast Quarter (SE 1/4) of Section No. Twelve (12), Township No. Eighty-nine (89) North, Range No. Fifteen (15), West of the 5th P.M., excepting therefrom the cemetery located in the southeast corner of said Section, and also excepting therefrom the following: A part of the Northeast Quarter of the Southeast Quarter of Section 12, Township 89 North, Range 15 West of the 5th P.M. in Grundy County, Iowa, Commencing at the East Quarter Corner of said Section 12 (said corner also being the Northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 12); thence South 391.5 feet along the East line said Section 12 to the point of beginning; thence N 89°08'W. 33.0 feet; thence N 49°06' W. 32.85 feet; thence N 89°08' W 383.8 feet; thence South 609.2 feet; thence S 89°05' E 441.8 feet to the East line of said Section 12; thence North 588.6 feet along said East line to the point of beginning. Subject to legal road easements. The East line of the Southeast Quarter of said Section 12 is assumed to bear North-South.



**MEMORANDUM**

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

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

**TO: Mayor Danny Laudick and City Council**  
**FROM: Brian Heath, Oper /Maint. Division Manager**  
**DATE: January 22, 2024**  
**SUBJECT: Cemetery Columbarium Purchase**

The Cemetery Section of the Operations and Maintenance Division recently opened bids for a 48 niche columbarium vault that will be made available for burial options at the City cemeteries. Columbarium has become an increasingly popular method for storing cremains. Columbarium will be implemented over the next several years in all city cemeteries beginning with Greenwood Cemetery.

Following is a summation of the quotes received.

LaPorte Road Memorial	\$35,494.00
Breakenridge Memorials	\$39,574.00
Black Hawk Memorial	\$49,750.00

The Public Works Department is recommending approval for the expenditure of funds in accordance with the Accounting Policies and Procedures and Purchasing Manual for the purchase of said item at a total cost of \$35,494.00.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director


**DEPARTMENT OF PUBLIC WORKS**

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

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**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 5<sup>th</sup>, 2024

**SUBJECT:** Professional Services Agreement  
 Foth Infrastructure & Environmental, LLC  
 2024 Bridge Inspection Project  
 City Project Number: BR-000-3259  
 Supplemental Agreement No. 1

Submitted within for City Council approval is the Supplemental Agreement No. 1 to the Professional Services Agreement between the City of Cedar Falls and Foth Infrastructure & Environmental, LLC for the 2024 Bridge Inspection Project. This Supplemental Agreement provides for provides for the detail work, services, materials, equipment, and supplies necessary to complete the 2024 biannual National Bridge Inventory (NBI) inspections for the City of Cedar Falls. Of the sixty-five (65) bridges within the City of Cedar Falls, thirty-eight (38) of those are on the National Bridge Inventory. The alternating year inspection program is required by the Iowa Department of Transportation and must be completed by a qualified firm. Compensation for the services shall be on an hourly basis and in a total amount not to exceed \$60,975.00.

The City of Cedar Falls entered into a Professional Services Agreement with Foth Infrastructure & Environmental, LLC for the 2022 Bridge Inspection Project on February 21, 2022. The project will be funded by Street Construction Fund.

The Engineering Division of the Public Works Department requests your consideration and approval of this Supplemental Agreement No. 1 with Foth Infrastructure & Environmental, LLC for the 2024 Bridge Inspections Project.

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

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



## DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION  
220 CLAY STREET  
319-268-5161  
FAX 319-268-5197

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

WATER RECLAMATION DIVISION  
501 E. 4TH STREET  
319-273-8633  
FAX 319-268-5566

### SUPPLEMENTAL AGREEMENT NO. 1

**2024 Bridge Inspections Project  
Cedar Falls, Iowa  
City Project Number BR – 000 – 3259**

**WHEREAS**, a Professional Services Agreement was entered into by the City of Cedar Falls, Iowa (Client), and Foth Infrastructure & Environmental, LLC, (Consultant), of Johnston, Iowa, dated February 21, 2022 for the required detail work, services, materials, equipment and supplies necessary to complete the biannual National Bridge Inventory (NBI) inspections of 38 structures and the safety inspection of 27 additional structures for the City of Cedar Falls; and

WHEREAS, the Client and Consultant desire to amend the previous agreement to include engineering services required to complete the 2024 biannual National Bridge Inventory inspection,

NOW THEREFORE, it is mutually agreed to amend the original Professional Services Agreement as follows:

**I. SCOPE OF SERVICES**

See attached Exhibit A-Scope of Services and Exhibit B-Schedule

**II. COMPENSATION**

Compensation for the Services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not to exceed fee of Sixty Thousand Nine Hundred Seventy-Five Dollars (\$60,975.00). The compensation for this supplemental agreement is to be segregated from the original agreement.

**III.** In all other aspects, the obligations of the Client and Consultant shall remain as specified in the Professional Services Agreement dated February 21, 2022.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year written below.

**APPROVED FOR CLIENT**

**APPROVED FOR CONSULTANT**

By: \_\_\_\_\_

By: Aaron Moniza

Printed Name: Daniel Laudick

Printed Name: Aaron Moniza

Title: Mayor of Cedar Falls

Title: Senior Client Manager

Date: \_\_\_\_\_

Date: 1/26/24

## Exhibit A – Scope of Services

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### 2024 Bridge Inspection Project Cedar Falls, Iowa City Project Number BR-000-3259

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The work to be performed by the CONSULTANT under this agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to complete the 2024 biannual National Bridge Inventory (NBI) inspections of 38 structures and the safety inspection of 29 additional structures for the City of Cedar Falls.

The project includes conducting the bridge safety inspections by a qualified Team Leader, recording of inspection data in Structure Inventory and Inspection Management System (SIIMS), bridge load rating, compiling a bridge inspection report, and assisting the City in managing their bridge inspection records.

The scope of services to be performed by the CONSULTANT shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks:

### **TASK A - Basic Services of the Engineer:**

#### **1.0 CONTRACT MANAGEMENT**

##### **1.1 Project Management**

The project manager shall be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing and other important elements of the project. The project design duration is assumed to be three (3) months.

##### **1.2 Project Development Team Meetings**

Maintain communications with the Project Development Team and various other designated representatives. The project development team will include the City of Cedar Falls and Foth. Meet to review progress and to discuss specific elements of the project design (assume one (1) meeting). The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by one (1) staff member of the CONSULTANT.

The following project meetings are included with the scope of work:

Review of Bridge Inspection Report - one (1) meeting

##### **1.3 Quality Control Plan**

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

#### **2.0 PROJECT COORDINATION**

**2.1 Public Information Meeting** – (Task Not Included).

**2.2 Individual Property Owner Meetings** – (Task Not Included).

**2.3 Utility Coordination Meeting** – (Task Not Included).

**2.4 Periodic Meetings with Local Elected Officials** – (Task Not Included).



## **2.5 Exhibit Preparation for Council Meetings – (Task Not Included).**

### **3.0 ROUTINE BRIDGE INSPECTION**

#### **3.1 Prepare for Bridge Inspections**

The CONSULTANT shall review the previous inspection reports and electronic files uploaded to SIIMS. Plans for bridge construction and repair work completed since the 2022 inspections will be uploaded to SIIMS. New reports for the current inspection cycle will be created in SIIMS and copies of these reports with the prior inspection data will be printed for use in the field during the inspection. Arrangements will be made to rent or otherwise secure any specialized equipment not owned by the CONSULTANT and required to complete the inspections.

#### **3.2 In-Field Bridge Inspections**

The CONSULTANT shall perform a safety inspection of each NBI bridge conducted by a qualified Team Leader. In addition to assessing all structural elements, the channel cross section will be measured and recorded as required by the Iowa DOT Instructional Memorandum (IM) No. 7.020. Underwater inspections are not required for this inspection cycle and therefore not included in this scope. Any deficiencies observed will be noted and photographed and any significant section loss will be measured. Existing element ratings on the Structure Inventory and Appraisal (SI&A) form will be reviewed and adjusted if necessary.

In general, the inspection and evaluation process for the non-NBI structures will adhere to the approach outlined for the NBI structures, however information will not be reported in SIIMS since the Iowa DOT only maintains data on the NBI structures. Therefore, the information gathered during the inspections will be recorded in a database maintained by the CONSULTANT in a format that mimics the SIIMS format.

Traditional inspection techniques will be supplemented with the use of small unmanned aerial systems (sUAS) to visually inspect portions of a bridge over a larger body of water than cannot be seen from the ground. The sUAS will be operated by a licensed sUAS pilot following applicable airspace regulations.

#### **3.3 Bridge Load Rating**

Existing load rating calculations will be reviewed by a licensed Professional Engineer (PE) in the State of Iowa employed by the CONSULTANT. Updates to the calculations will be made when necessary and any new or revised load rating calculations will be sealed by the PE and uploaded to SIIMS. Each NBI bridge will be evaluated for Emergency Vehicle (EV) and All Systems Permit load rating requirements and load rated for applicable EV's as required by the City will be advised if load rating calculations indicate a bridge requires load posting.

#### **3.4 SIIMS Data Entry**

Information collected during the inspection will be uploaded to SIIMS by the CONSULTANT including all photographs taken, the channel cross section sketch, and any changes to existing SI&A data. Other items that will be completed following the safety inspection and uploaded to SIIMS includes critical finding reports when applicable and the various master lists required by IM No. 7.020. The CONSULTANT will also verify the bridge files are in conformance with the AASHTO Manual for Bridge Evaluation and make additions and/or revisions to the bridge files when necessary.

#### **3.5 Scour Plans of Action**

Review scour plans of action (POA) for the NBI bridges deemed scour critical (approximately three (3) bridges). The POA should outline the monitoring plan for each bridge and provide guidelines and practical information pertaining to each bridge for the purpose of monitoring foundation scour during flood events.

#### **3.6 Report Preparation**

The CONSULTANT shall prepare a bridge inspection report for submittal to the City. The report will contain a brief description of the bridge condition documenting any observed deficiencies with

recommendations to address each deficiency, and applicable photographs. The report will also include copies of the updated SI&A forms and the local agency field data collection forms. A tabular summary of the inspections will be presented and will include current and recommended load postings, sufficiency rating, indication if the bridge is structurally deficient and/or functionally obsolete, and recommendations for further action. Three (3) copies of the bridge inspection report will be provided to the City.

### **PROJECT DELIVERABLES**

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City Engineer:

- Three (3) copies of the Routine Bridge Inspection Report

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## Exhibit B – Schedule

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**2024 Bridge Inspection Project  
Cedar Falls, Iowa  
City Project Number BR-000-3259**

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The CONSULTANT shall complete the following phases of the Project in accordance with the schedule shown, assuming notice to proceed is issued by the City on or before February 6, 2024.

Consultant Contract Approval	February 6, 2024
Bridge File Review	March 8, 2024
Routine Bridge Inspections	March 31, 2024
Routine Inspection Data Reported to SIIMS	March 31, 2024
Load Rating Calculations	April 19, 2024
Draft Routine Inspection Report and QA/QC	April 26, 2024
Final Routine Inspection Report Submittal	May 10, 2024

If notice to proceed is given at a later date, time of completion shall be extended accordingly.


**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 5, 2024

**SUBJECT:** 2024 CDBG Sanitary Sewer Rehabilitation Project  
 City Project Number: SA-000-3325  
 Bid Opening

On Friday, January 19, 2024 at 10:00 a.m. bids were received and opened for the 2024 CDBG Sanitary Sewer Rehabilitation Project. A total of two (2) bids were received, with Municipal Pipe Tool Company as the low bidder:

	Base Bid
<b>Engineering Estimate</b>	\$141,109.00
Municipal Pipe Tool Company	\$151,712.00
Insituform Technologies	\$156,165.48

The Engineer's Estimate for this project was \$141,109.00. Municipal Pipe Tool Company of Hudson, Iowa submitted the low bid in the amount of \$151,712.00. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from Municipal Pipe Tool Company in the amount of \$151,712.00. Contract, Bonds, and Insurance Certificate have been submitted and will also be for consideration for City Council approval on February 5, 2024.

Xc: Chase Schrage, Public Works Director  
 David Wicke, P.E., City Engineer

2024 CDBG SANITARY SEWER REHABILITATION PROJECT (#8891383)

Owner: Cedar Falls IA, City of

01/19/2024 10:00 AM CST

Line Item	Item Code	Item Description	UofM	Quantity	Engineer Estimate		Municipal Pipe Tool Company		Insituform Technologies	
					Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	4050-108-A-0	Pipe Lining, 8 Inch	Ln Ft	2873	\$33.00	\$94,809.00	\$34.00	\$97,682.00	\$37.07	\$106,502.11
2	4050-108-B-0	Building Sanitary Sewer Service Reconnection	Ea	66	\$100.00	\$6,600.00	\$75.00	\$4,950.00	\$74.36	\$4,907.76
3	4050-180-B-0	Grouting Service Laterals	Ea	66	\$450.00	\$29,700.00	\$630.00	\$41,580.00	\$375.00	\$24,750.00
4	11020-108-A-0	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00	\$20,005.61	\$20,005.61
					<b>\$141,109.00</b>		<b>\$151,712.00</b>		<b>\$156,165.48</b>	

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Engineering Division***

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 5, 2024

**SUBJECT:** 2024 CDBG Sanitary Sewer Rehabilitation Project  
City Project Number: SA-000-3325  
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 Municipal Pipe Tool Company for the construction of the 2024 CDBG Sanitary Sewer Project.

This project consists of installing a cured in place liner within the existing 8-inch diameter sewer lines in selected areas of the City. The total project involves approximately 2,873 linear feet and 66 sewer service taps.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Municipal Pipe Tool Company for the construction of the 2024 CDBG Sanitary Sewer Rehabilitation Project.

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

xc: Chase Schrage, Director of Public Works  
David Wicke, P.E., 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 Municipal Pipe Tool Co., LLC of Hudson, Ia, 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 CDBG SANITARY SEWER REHABILITATION PROJECT; PROJECT NO. SA-000-3325 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 18<sup>th</sup> day of December, 2023 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 2024 CDBG SANITARY SEWER REHABILITATION PROJECT attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract

- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Status Form

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.

*Sharon Waschkat*

**Contractor:** Sharon Waschkat, COO - Municipal Pipe Tool CO., LLC

CITY OF CEDAR FALLS, IOWA

By \_\_\_\_\_  
Daniel Laudick, Mayor City of Cedar Falls

Attest: \_\_\_\_\_  
Kim Kerr, CMC  
City Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM)	Item 34.
1/21/2024	

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 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).

<b>PRODUCER</b> The Horton Group 10320 Orland Parkway Orland Park IL 60467	<b>CONTACT NAME:</b> Certificates Team	
	<b>PHONE (A/C, No, Ext):</b> 708-845-3917	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> constructioncerts@thehortongroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Continental Casualty Company		20443
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** 638493035                      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			7039854086	8/3/2023	8/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7039854069	8/3/2023	8/3/2024	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			7039854072	8/3/2023	8/3/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	7039854105	8/3/2023	8/3/2024	<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollution Leased/Rented Equip, Special/RC Garagekeepers			7040058019 7039854086 7039854069	8/3/2023 8/3/2023 8/3/2023	8/3/2024 8/3/2024 8/3/2024	\$2,000,000 Occ. \$2,000,000 Agg. \$200,000 Per Item \$2,500 Ded. \$800,000 Comp/Coll \$500 Ded.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Business Personal Property, Replacement Cost, Special Form; Limit \$800,000; Deductible \$1,000; Carrier: Continental Casualty Company

Additional insured on a Primary and Non-Contributory basis with respect to the General Liability and Automobile policies, only when required by written contract. Waivers of Subrogation applies to the General Liability, Automobile Liability and Workers Compensation in favor of the stated additional insureds, only when required by written contract. Umbrella follows form.

RE: 202024 CDBG SANITARY SEWER REHABILITATION PROJECT; PROJECT No. SA-000-3325

See Attached...

<b>CERTIFICATE HOLDER</b>  City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	<b>CANCELLATION</b>  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 

AGENCY CUSTOMER ID: MUNIC-5

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY The Horton Group		NAMED INSURED Municipal Pipe Tool Co., LLC 515 Fifth Street Hudson IA 50643	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The City of Cedar Falls, IA is included as an Additional Insured.



**Contractors' General Liability Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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2. <b>Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance</b>
3. <b>Bodily Injury – Expanded Definition</b>
4. <b>Broad Knowledge of Occurrence/ Notice of Occurrence</b>
5. <b>Broad Named Insured</b>
6. <b>Broadened Liability Coverage For Damage To Your Product And Your Work</b>
7. <b>Contractual Liability - Railroads</b>
8. <b>Electronic Data Liability</b>
9. <b>Estates, Legal Representatives and Spouses</b>
10. <b>Expected Or Intended Injury – Exception for Reasonable Force</b>
11. <b>General Aggregate Limits of Insurance – Per Project</b>
12. <b>In Rem Actions</b>
13. <b>Incidental Health Care Malpractice Coverage</b>
14. <b>Joint Ventures/Partnership/Limited Liability Companies</b>
15. <b>Legal Liability – Damage To Premises / Alienated Premises / Property In The Named Insured's Care, Custody or Control</b>
16. <b>Liquor Liability</b>
17. <b>Medical Payments</b>
18. <b>Non-owned Aircraft Coverage</b>
19. <b>Non-owned Watercraft</b>
20. <b>Personal And Advertising Injury – Discrimination or Humiliation</b>
21. <b>Personal And Advertising Injury - Contractual Liability</b>
22. <b>Property Damage - Elevators</b>
23. <b>Supplementary Payments</b>
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25. <b>Waiver of Subrogation – Blanket</b>
26. <b>Wrap-Up Extension: OCIP CCIP, or Consolidated (Wrap-Up) Insurance Programs</b>

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VALLEY FORGE INSURANCE COMPANY

Insured Name: MUNICIPAL PIPE TOOL CO., LLC

Policy No: 7039854086

Endorsement No: 5

Effective Date: 08/03/2023



## Contractors' General Liability Extension Endorsement

### 1. ADDITIONAL INSUREDS

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

#### D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



**Contractors' General Liability Extension Endorsement**

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**E. Lessor of Premises**

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**F. Mortgagee, Assignee or Receiver**

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

**G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits**

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
  - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
  - b. the construction, erection, or removal of elevators; or
  - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

**H. Trade Show Event Lessor**

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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## Contractors' General Liability Extension Endorsement

- a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,  
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

### 3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

**Bodily injury** means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

### 4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

#### A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, **offense** or **claim** only when the **occurrence**, **offense** or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

#### B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, **offense** or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, **offense** or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, **offense** or **claim**.

### 5. BROAD NAMED INSURED

**WHO IS AN INSURED** is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
  - a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

b. by reason of a Named Insured creating or acquiring the organization during the policy period,

qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:

- a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
(2) smoke;
(3) collapse; or
(4) explosion.

l. 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:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

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## Contractors' General Liability Extension Endorsement

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

### 7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

**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 to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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 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;

(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.

### 8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: MUNICIPAL PIPE TOOL CO., LLC

Policy No: 7039854086

Endorsement No: 5

Effective Date: 08/03/2023





Contractors' General Liability Extension Endorsement

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusion p. Electronic Data and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of bodily injury.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the Named Insured or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$100,000 is the most the Insurer will pay under Coverage A for all damages arising out of any one occurrence because of property damage that results from physical injury to tangible property and arises out of electronic data.

C. The following definition is added to DEFINITIONS:

Electronic data means information, facts or programs stored as or on, created or used on, or 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.

D. For the purpose of the coverage provided by this ELECTRONIC DATA LIABILITY Provision, the definition of property damage in DEFINITIONS is replaced by the following:

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;
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 the occurrence that caused it; or
c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate electronic data, resulting from physical injury to tangible property. All such loss of electronic data shall be deemed to occur at the time of the occurrence that caused it.

For the purposes of this insurance, electronic data is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this ELECTRONIC DATA LIABILITY Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and spouses of any natural person Insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and spouses only for

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## Contractors' General Liability Extension Endorsement

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such claim seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

### 10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

#### Expected or Intended Injury

**Bodily injury** or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

### 11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

**Contractual Liability**

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

**Discrimination**

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

**Dishonesty or Crime**

Any actual or alleged dishonest, criminal or malicious act, error or omission.

**Medicare/Medicaid Fraud**

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Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any health care incident for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the Named Insured's employees or volunteer workers in the rendering of:

a. professional health care services on behalf of the Named Insured or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
b. Nurse;
c. Nurse practitioner;
d. Emergency medical technician;
e. Paramedic;
f. Dentist;
g. Physical therapist;
h. Psychologist;
i. Speech therapist;
j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of occurrence and replace it with the following:

Occurrence means a health care incident. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single occurrence;

iii. amend the definition of Insured to:

a. add the following:

the Named Insured's employees are Insureds with respect to:

- (1) bodily injury to a co-employee while in the course of the co-employee's employment by the Named Insured or while performing duties related to the conduct of the Named Insured's business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

**Other Insurance**

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

**14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

**WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

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, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

**15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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**Contractors' General Liability Extension Endorsement****j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, 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 the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** 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 rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** 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 **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE.

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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## Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

### 18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

### 19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
  - (a) less than 75 feet long; and
  - (b) not being used to carry persons or property for a charge.

### 20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

#### Knowing Violation of Rights of Another

**Personal and advertising injury** caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:





### Contractors' General Liability Extension Endorsement

This insurance does not apply to:

**Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

**Premises Related Discrimination**

**discrimination or humiliation** arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision 1. **ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY**

- A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.
- B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- 1. Paragraph 2.d. is replaced by the following:
  - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
- 2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

**22. PROPERTY DAMAGE – ELEVATORS**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

**23. SUPPLEMENTARY PAYMENTS**

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

**24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

**25. WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

**26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

- 2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.
- B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):  
This insurance is excess over:  
(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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## Performance, Payment and Maintenance Bond

SURETY BOND NO. 100309002

KNOW ALL BY THESE PRESENTS:

That we, Municipal Pipe Tool Co., LLC, as Principal (hereinafter the “Contractor” or “Principal” and Merchants Bonding Company (Mutual) 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 Hundred Fifty One Thousand, Seven Hundred Twelve and 00/100 Dollars (\$151,712.00), 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:

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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. SA-000-3325

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Surety Countersigned By:

**Not Required**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Owner

**PRINCIPAL:**

**Municipal Pipe Tool Co., LLC**

\_\_\_\_\_  
Contractor

By: Sharon Waschkat

\_\_\_\_\_  
Signature  
Sharon Waschkat, COO  
Title

**SURETY:**

**Merchants Bonding Company (Mutual)**

\_\_\_\_\_  
Surety Company

By: [Signature]  
Signature Attorney-in-Fact Officer

**Sara Huston, Attorney-in-Fact & Iowa Resident Agent**

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

**Holmes, Murphy and Associates LLC**

\_\_\_\_\_  
Company Name

**2727 Grand Prairie Parkway**

\_\_\_\_\_  
Company Address

**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.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Megan A Brown; Michelle R Gruis; Nathan Weaver; R C Bowman; Sara Huston; Sarah C Brown; Seth D Rooker; Ted Jorgensen; Tim McCulloh; Todd Bengford; W R Withrow

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

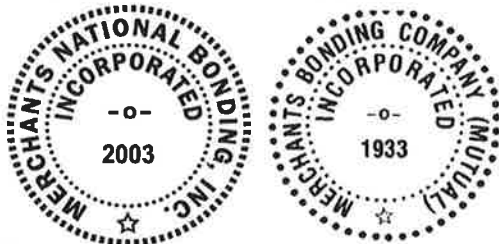
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of November, 2023.

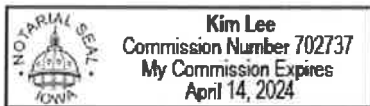


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 8th day of November 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

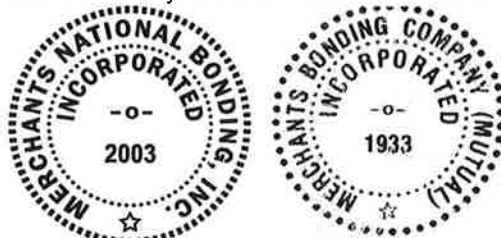


*Kim Lee*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.



*William Warner Jr.*  
Secretary



**FORM OF PROPOSAL  
2024 CDBG SANITARY SEWER REHABILITATION PROJECT  
CITY OF CEDAR FALLS, IOWA  
PROJECT NO. SA-000-3325**

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

The undersigned hereby certifies that **Municipal Pipe Tool Co LLC** 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 CDBG SANITARY SEWER REHABILITATION 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:

Item No.	Item Code	Description	Item Quantity and Units	Unit Price		Amount	
				Dollars	Cents	Dollars	Cents
1	4050-108-A-0	Pipe Lining, 8 Inch	2,873 LF	34	-	97,682	-
2	4050-108-B-0	Building Sanitary Sewer Service Reconnection	66 Each	75	-	4,950	-
3	4050-108-B-0	Grouting Service Laterals	66 Each	630	-	41,580	-
4	11020-108-A-0	Mobilization	1 LS	7500	-	7500	-
Total Bid						151,712	-

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. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled

in ink, typed or computer generated, or the bid will be rejected. 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, telegraphed or delivered to the undersigned 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 him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% Bid Bond 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>01/09/2024</u>
Addendum No.	_____	Date	_____
Addendum No.	_____	Date	_____

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  
**Municipal Pipe Tool Co LLC**  
515 5th Street, PO Box 398  
Hudson, IA 50643  
 Official Address

Sharon Waschkat  
 By COO  
 Title

## **INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS**

*(To be provided with procurement documents and returned with all submitted bids)*

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for ensuring that economic opportunities resulting from HUD financial assistance, including employment, job training, and contracting are, to the greatest extent feasible, directed to low- and very low-income persons. The regulations seek to ensure that public housing residents and low and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 Worker is defined as any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the applicable income limit established by HUD;
2. The worker is employed by a Section 3 Business Concern; or
3. The worker is a YouthBuild participant.

A Targeted Section 3 Worker is defined as a Section 3 worker who fits one of the following categories:

1. a worker employed by a Section 3 business concern; or
2. a worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. Living within one mile of the project, or if fewer than 5,000 people live within one mile of the project, within a circle centered on the project that is sufficient to encompass a population of 5,000 people; or
  - b. a YouthBuild participant

A Section 3 Business Concern is defined as a business in which:

1. At least 51% owned by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. At least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

**Note:** If your business meets the definition of a Section 3 business, you are encouraged to register as a Section 3 Business through HUD's Business

Registry here: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 Business Concern will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 Business Concerns.

**Please complete the following:**

1. If awarded a contract for this CDBG funded project, do you anticipate being able to determine employees' hourly wages and addresses?

Yes       No

If yes, please estimate the number of hours to be completed on the project by all workers: 630

- 2. Is your business a Section 3 Business?  Yes  No
- 3. Is the bidder willing to consider hiring Section 3 Workers for future employment opportunities that are a direct result of this CDBG funded project?  
 Yes  No
- 4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?  
 Yes  No
- 5. Is the bidder willing to provide information on hours worked by Section 3 Workers and Targeted Section 3 Workers on this project?  
 Yes  No

I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 75). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

**Municipal Pipe Tool Co LLC**

Name of Contractor/Subcontractor Address

Sharon Waschkat

Print Name

Sharon Waschkat

Signature

CEO

Title

1-18-2024

Date

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Ben Claypool, Principal Engineer, PE, PhD

**DATE:** February 5, 2024

**SUBJECT:** Maintenance and Repair Agreement  
Post-Construction Stormwater Management Plan  
Cedar Falls High School

The Post-Construction Stormwater Control Ordinance requires a formal Maintenance and Repair Agreement for the stormwater management plan. The Maintenance and Repair Agreement will require the benefited property to undergo, at a minimum, an annual inspection and to maintain records of installation, maintenance and repair activities of the stormwater control devices. The agreement will also create an easement for the City to inspect and repair the stormwater control devices if the property owners fail or refuse to meet the requirements of the Maintenance and Repair Agreement. The Maintenance and Repair Agreement is attached for your review.

The Engineering Division has reviewed the stormwater management plan and Maintenance and Repair Agreement for the new Cedar Falls High School and finds it in accordance with City Code. The Engineering Division recommends the agreement be accepted by the City Council and recorded at the Black Hawk County Recorder's Office.

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

Prepared by: AECOM, 501 SYCAMORE STREET, SUITE 222,  
WATERLOO, IOWA 50703, 391-323-6531

### STORM WATER MAINTENANCE AND REPAIR AGREEMENT

This Agreement is made and entered into by and between Cedar Falls Community School District (CFCSD) (hereinafter "Owner") and the City of Cedar Falls, Iowa (hereinafter "City"), on the 22 day of January, 2024.

WHEREAS, Owner owns land in the City legally described on Exhibit A attached, that has been developed or will be developed by Owner (hereinafter "Benefited Property"); and

WHEREAS, the City acknowledges that a Storm Water Management Plan as required by Section 24-336 of the City's Code of Ordinances (hereinafter "Plan") has been submitted to and approved by the City; and

WHEREAS, said Plan includes construction of storm water management facilities on Owner's land; and

WHEREAS, a Maintenance and Repair Agreement related to such storm water management facilities which complies with Section 24-341 of the City's Code of Ordinances is required; and

WHEREAS, Owner acknowledges that all of the Benefited Property will benefit from the storm water management facilities; and

WHEREAS, the parties have reached agreement on the terms and conditions of these matters and now desire to set forth their agreement in writing.

NOW, THEREFORE it is mutually agreed by the parties as follows:

1. Owner shall construct at Owner's cost storm water management facilities in compliance with Section 24-341 of the City's Code of Ordinances as set forth in the Plan submitted by Owner (hereinafter "Facilities").

2. Such Facilities shall be constructed as depicted on Exhibit B attached. Any change to the composition of or size, shape or location of the Facilities must be approved by the City.

3. Owner shall be responsible for the inspection, operation, maintenance and repair of the Facilities, and shall make records of the installation, inspections, maintenance and repairs, and shall retain such records for at least twenty-five (25) years or until the Facilities or any portion thereof has been reconstructed. These records shall be made available to the City during any City inspection and shall be submitted to the City at other reasonable times upon request. Nothing in these record keeping requirements shall be construed to limit in any way the Owner's responsibility to inspect, maintain and repair the Facilities.

a) Owner agrees to comply with the Detention Basin Operation and Maintenance Plan for the Facilities attached as Exhibit C and incorporated herein.

b) Owner agrees to comply with the Maintenance and Inspection Schedule for Storm Water Detention System for the Facilities attached as Exhibit D and incorporated herein.

4. Owner may construct at Owner's cost additional storm water management facilities on the Benefited Properties, upon the written consent of the City, in which case the duties and responsibilities of inspection, operation, maintenance, repair, and record keeping stated in this Agreement shall apply to such additional storm water management facilities.

5. If Owner fails or refuses to meet the requirements of this Agreement, the City, after notice as provided herein, may correct a violation or non-compliance by performing or causing to be performed all necessary work to place the Facilities in proper working condition. If the Facilities are not a danger to public safety or public health, the Owner shall be provided with reasonable notice to correct the violation in a timely manner. In the event that the Facilities become a danger to public safety or public health, the City shall notify the Owner in writing that upon receipt of the notice, the Owner shall have two days or such additional time as circumstances may require to maintain and/or repair the Facilities. If the violations or non-compliance have not been corrected by the Owner in a timely manner, and the City performs or causes to be performed the work necessary to place the Facilities in proper working condition, the City may assess, jointly and severally, the cost of the work to the Owner, and to future owners of any portion of the Benefited Property, which cost shall be a lien on the Facilities and on the Benefited Property, and the City may assess the cost of the work to each separately owned portion of the Benefited Property in equal shares as a lien to be collected in the same manner as property taxes.

6. Owner agrees to utilize the forms attached hereto as Exhibit E with regard to inspection, maintenance and repair of the Facilities.

7. In consideration of approval by the City of the foregoing Agreement and attached Exhibits, Owner accepts the duties and responsibilities set forth herein which shall be covenants running with the land, and agrees that the same shall be binding upon and inure to the benefit of Owner and Owner's grantees, transferees, successors and assigns. Notwithstanding the foregoing, should the City acquire any part of the Benefitted Property by way of condemnation or otherwise, the City shall not be bound by the terms of this Agreement with respect to the acquired part of the Benefitted Property, and shall not be considered a property owner or responsible party for purposes of the City's stormwater control, management, construction, maintenance and repair ordinances.

IN WITNESS WHEREOF, the City and the Owner have executed this Storm Water Facility Maintenance and Repair Agreement at Cedar Falls, Iowa, effective as of the date first stated above.

By "Owner" (Signature): *Lowell Stutzman*  
Printed Name: Lowell Stutzman  
Title: Board President, Cedar Falls Community School District

STATE OF Iowa )  
 ) SS  
COUNTY OF Black Hawk )

This instrument was acknowledged before me on the 22 day of January,

2024 by Lowell Stutzman as Board President of Cedar Falls Community School District.  
(Printed Name) (Title)



*Denelle Gonnerman*  
Notary Public in and for the State of IA

City of Cedar Falls, Iowa

By: \_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

STATE OF Iowa )  
 ) SS  
COUNTY OF Black Hawk )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by Danny Laudick, Mayor, and Kim Kerr, CMC, City Clerk, of the City of Cedar Falls, Iowa.

\_\_\_\_\_  
Notary Public in and for the State of Iowa



## Exhibit A

### Legal Description of Benefitted Property

Parcel "A" in Record Doc. #2018-2100 and Parcel "B" in Record Doc. #2020-7423 found in the Black Hawk County Recorder's Office, Black Hawk County, Iowa.

## Exhibit B

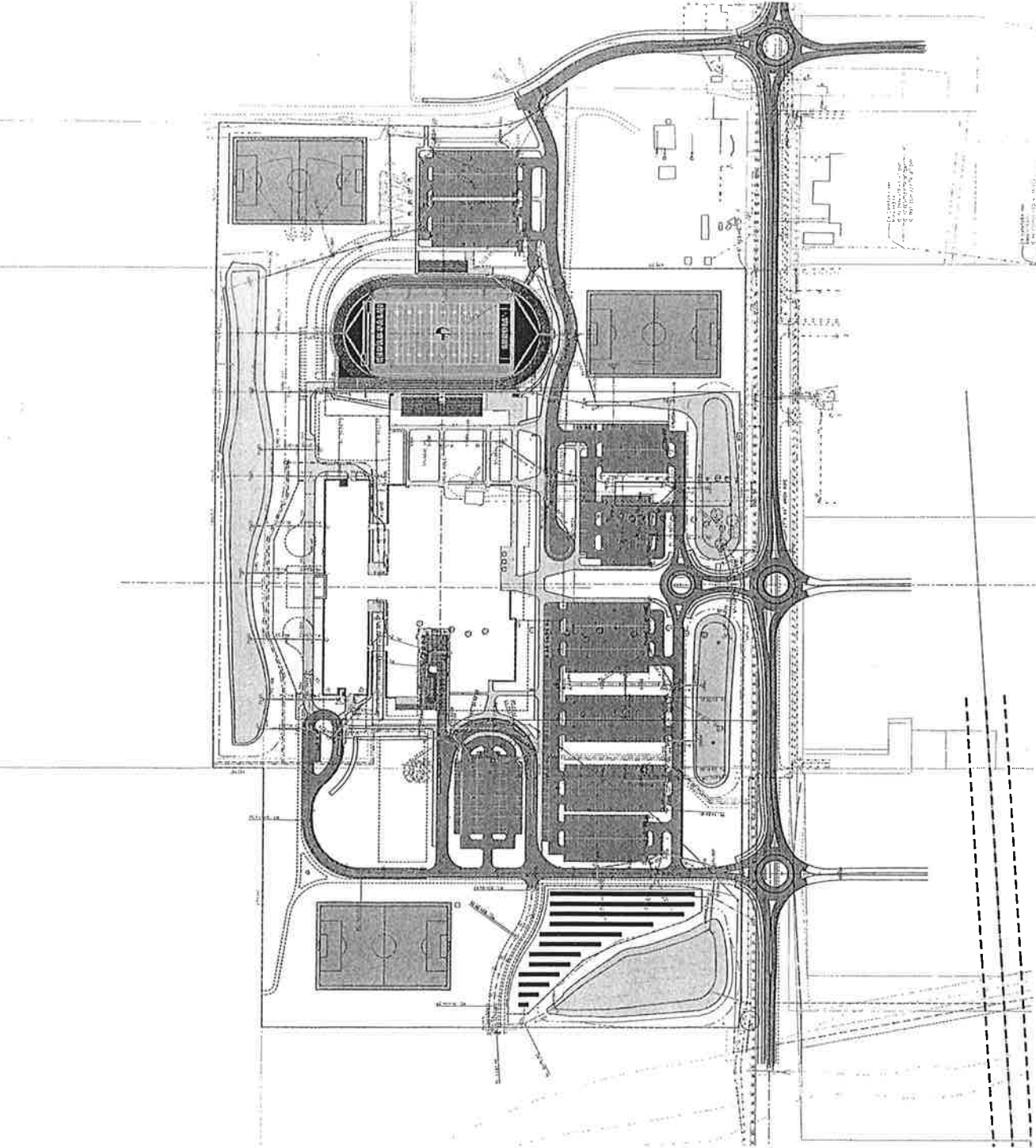
### Stormwater Management Facilities

The following plan sheets C6.00 through C6.18 for the High School have been attached to this exhibit.

PLAN NOTES

GENERAL SITE NOTES

- 1.) All Storm Sewer Structure Taps, Inlets and Utility Accesses shall be poured after paving is completed. Inlets and Utility Access Taps behind the back of curb shall match the top of the curb. Existing proposed grading in that area shall be maintained. Concrete floor shall be finished to match existing concrete floor. Storm sewer structures inlets shall be installed and configured per the manufacturer's specifications.
- 2.) Storm Sewer Utility Access Structure Form Grade elevations and locations are shown based on the center of the structure unless otherwise noted. Utility accesses shall be installed to match the existing storm sewer manhole or manhole structure. Storm sewer structures shall be installed in the standard road plans and storm sewer details. Price bid shall include all materials, labor and labor required to construct the UAS according to these details.
- 3.) All Storm Sewer Joints, Crossing, Water Main shall be galvanized and wrapped according to SUDAS Section 4020. Storm sewer pipes crossing existing/ proposed utilities shall be encased between pipe end joints on that crossing.
- 4.) All connections between dissimilar pipes (including manholes) shall be considered incidental to storm sewer construction. Connections shall include PVC/CPVC to PVC/CPVC for up to 24" diameter transitions. HDPE to concrete/PVC or PVC shall be completed per manufacturer specifications.
- 5.) Existing storm sewer of any size shall be maintained during construction, if existing drainage patterns are interrupted a plan must be in place to provide temporary diversion of storm water. This may include temporary pumping or ditches which should be completed in advance of storm sewer installation.
- 6.) Dewatering and temporary pumping methods during construction is the responsibility of the contractor and shall be considered incidental to storm sewer installation.
- 7.) Class 1 bedding material per SUDAS Specification Section 3010.2.02A, shall be considered incidental to pipe, inlet and utility access construction and shall be placed according to SUDAS Details SW-01 and SW-102. Class 8.5 fill of Reinforced Concrete Pipe (including circular piping) shall be placed in accordance with Section 3010.2.02B or 1.172 inch clean crushed stone may be substituted for Class 1 bedding. Material in Section 3010.2.02A.
- 8.) BCP access section fittings shall be installed under all apron outlets.
- 9.) Catch basins shall include four protection for debris, (lateral and debris) and shall be located on control sheets. These shall extend a minimum of 1' past either side of the curb opening.
- 10.) Refer to sheet C&G to CG.18 for storm sewer and detention sump details.
- 11.) Structure to pipe connections shall be completed per SUDAS Section 6210. Concrete pipe joints shall be constructed per SUDAS Section 4020. HDPE/PVC pipe connections shall be per manufacturer specifications and details SW-221 shall be used when required for pipe to pipe connections. Connections shall be completed per SUDAS Section 4020.
- 12.) Class III or better concrete pipe per SUDAS 4020 shall be used for all concrete pipe construction. HDPE/PVC pipe shall have a smooth interior and comply with SUDAS Section 4020.
- 13.) Atrons shall be installed on the same line and slope of the storm sewer pipe. Atrons shall be according to SUDAS detail 4020.23. The last three joints of each pipe outlet (including apron) shall be completed per detail 4020.23. This includes all connections to catch basins, manholes, all outlet and inlet pipes on grade shall include atrons.
- 14.) Existing storm sewer pipe tops, size and location are estimated based on field survey and shall be verified by the contractor prior to construction or fabrication of storm structures and pipe installation.



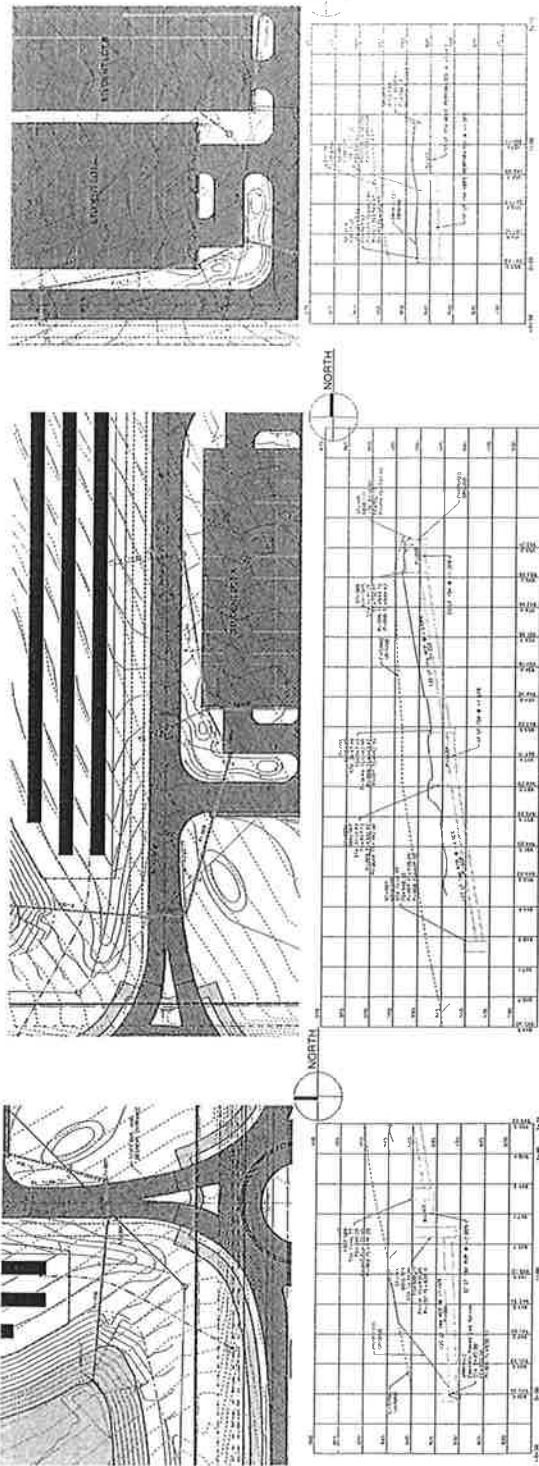
INVISION  
 2000 W. 27th Street, Cedar Falls, IA 50613  
 Phone: 319.266.1111  
 Fax: 319.266.1112  
 Email: info@invision.com  
 Website: www.invision.com

CDAR FALLS CONSULTING SCHOOL DISTRICT  
 W 27th Street, CEDAR FALLS, IA 50613

CDAR FALLS HIGH SCHOOL  
 2000 W. 27th Street, Cedar Falls, IA 50613  
 Project No. 2024-01  
 Date: 10/24/24

Item 35.

PLAN NOTES

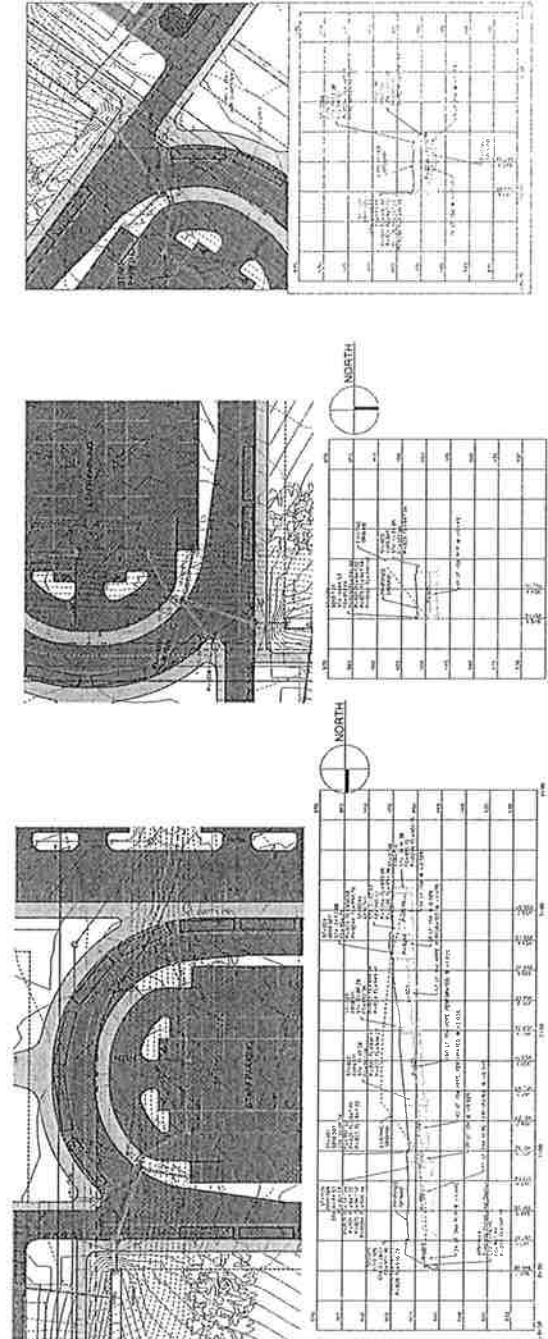


**INVISION**  
 10000 W 27TH STREET, SUITE 100  
 FALLS, IA 50613  
 (515) 253-1111  
 www.invisionia.com

CONTRACT NO. 19-0001  
 PROJECT NO. 19-0001  
 SHEET NO. 19-0001-01

DESIGNED BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 DRAWN BY: J. H. HARRIS  
 DATE: 10/15/2019

GENERAL SITE NOTES



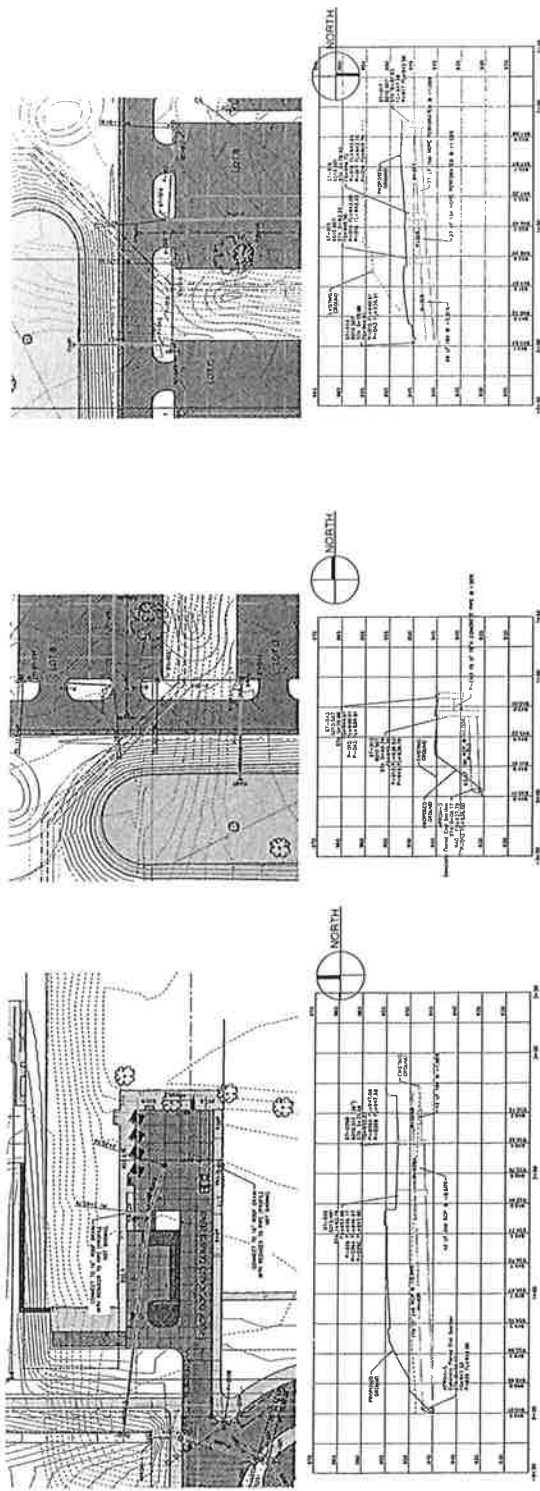
LEGEND

- EXISTING GRAVEL EDGE
- EXISTING ELECTRICAL
- EXISTING FIBER OPTIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING WATER SEWAGE
- EXISTING STORM SEWER
- PROPOSED GAS MAIN
- PROPOSED FIBER OPTIC
- PROPOSED ELECTRICAL
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- FUTURE ADDITIONS
- ROAD PAVEMENT
- SIDEWALK/PATROL
- GRAVEL EDGE



Item 35.

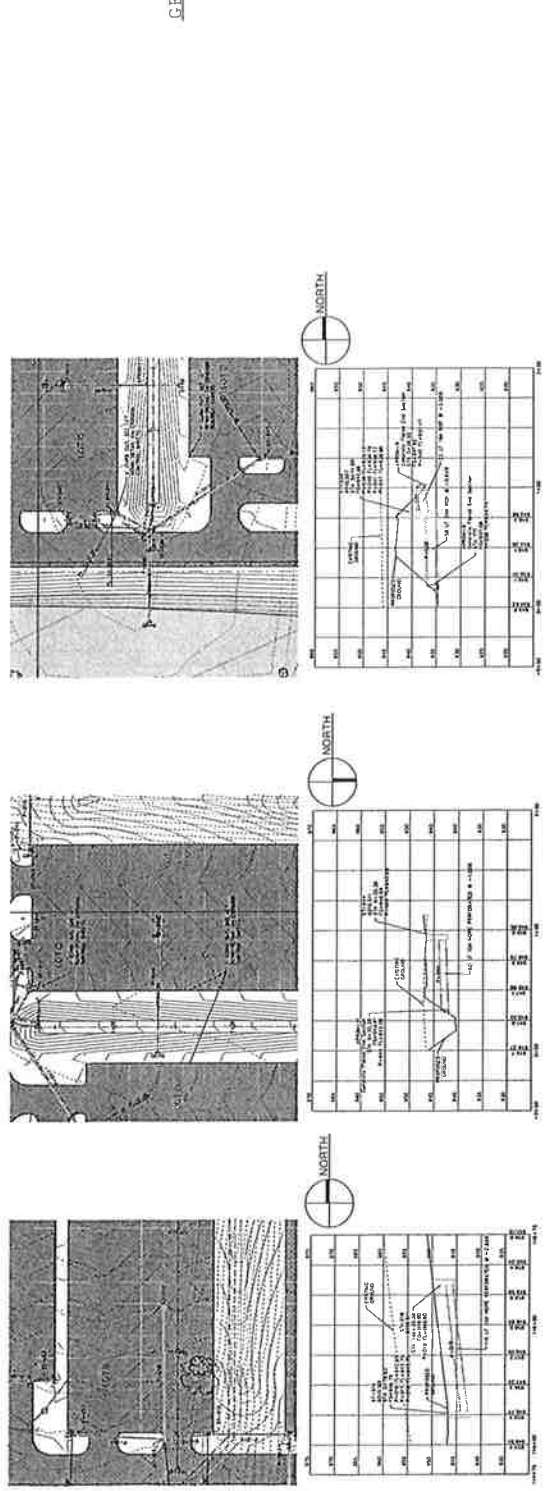
PLAN NOTES



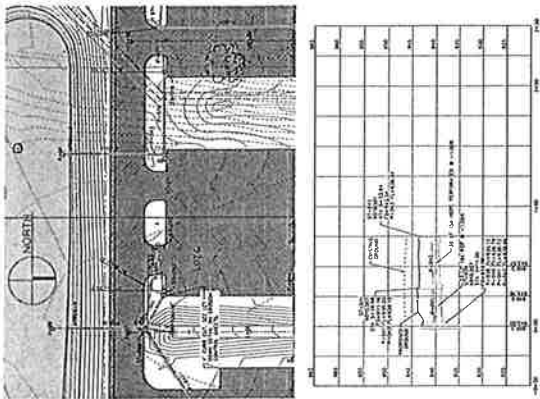
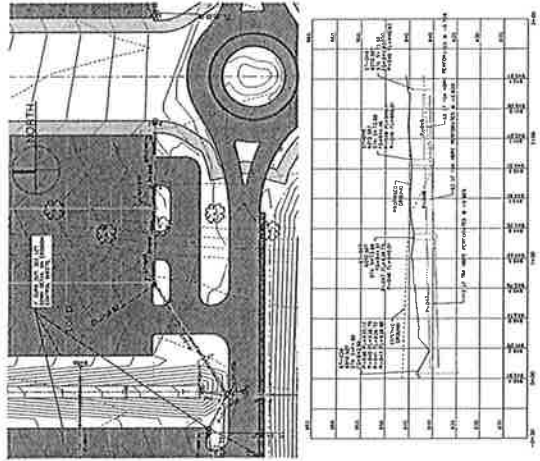
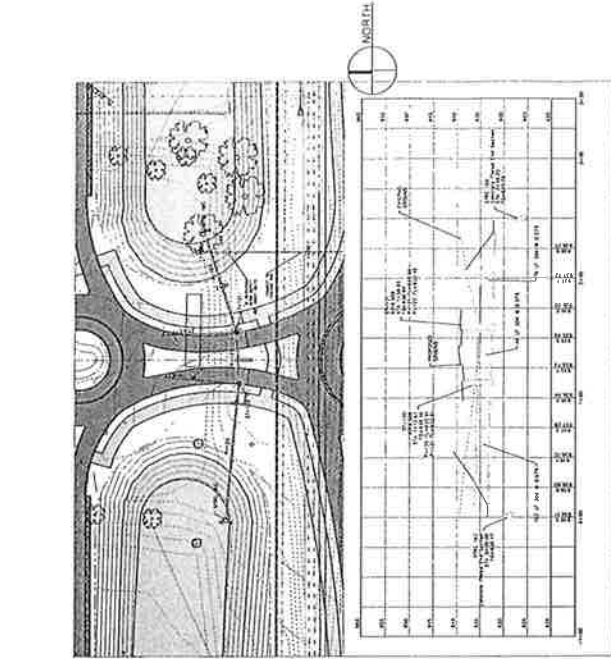
GENERAL SITE NOTES

LEGEND

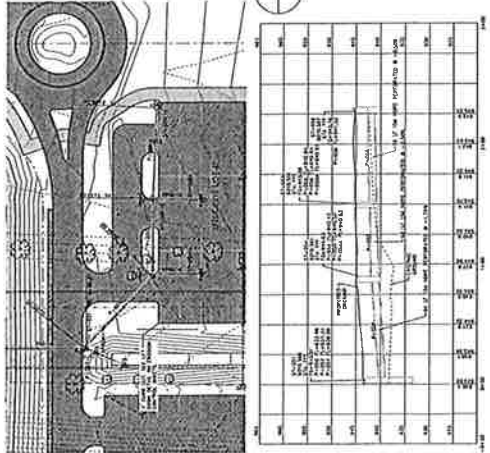
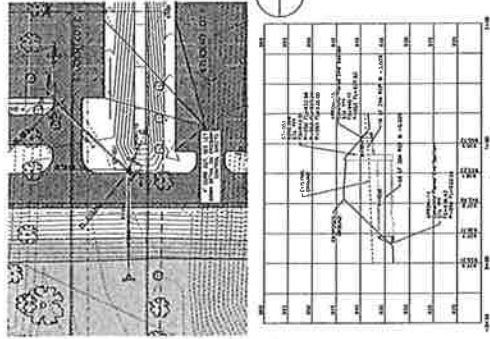
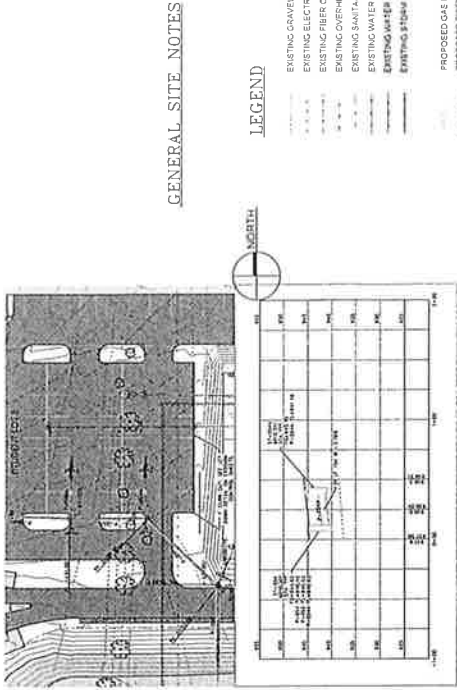
- EXISTING GRAVEL EDGE
- EXISTING ELECTRICAL
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- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- EXISTING STORM SEWER
- PROPOSED GAS MAIN
- PROPOSED FIBER OPTIC
- PROPOSED ELECTRICAL
- PROPOSED STORM SEWER
- PROPOSED WATER MAIN
- MULTIPLE APPROACH
- ROAD PAVEMENT
- BIWALKWAY
- GRAVEL EDGE



PLAN NOTES



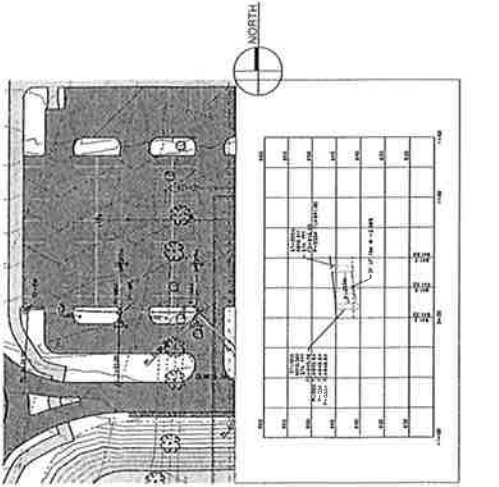
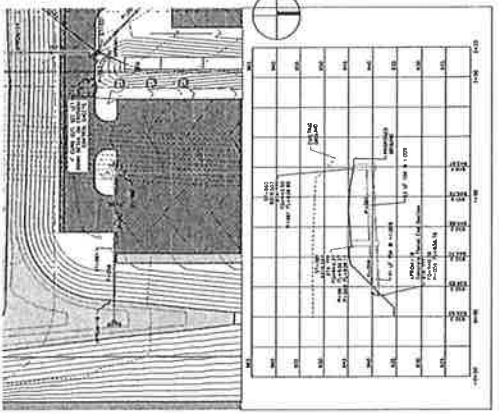
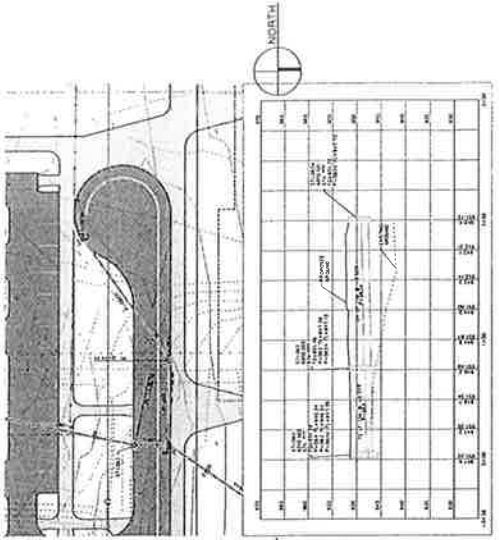
GENERAL SITE NOTES



LEGEND

- EXISTING GRAVEL EDGE
- EXISTING ELECTRICAL
- EXISTING FIBER OPTIC
- EXISTING OVERHEAD ELECTRIC
- EXISTING SANITARY SEWER
- EXISTING WATER MAIN
- EXISTING WATER SERVICE
- EXISTING FIBER SERVICE
- PROPOSED GAS MAIN
- PROPOSED FIBER OPTIC
- PROPOSED ELECTRICAL
- PROPOSED SANITARY SEWER
- PROPOSED WATER MAIN
- FUTURE ADJUSTMENT
- ROCK MOUNT
- SEWER OFFICIAL
- GRAVEL EDGE

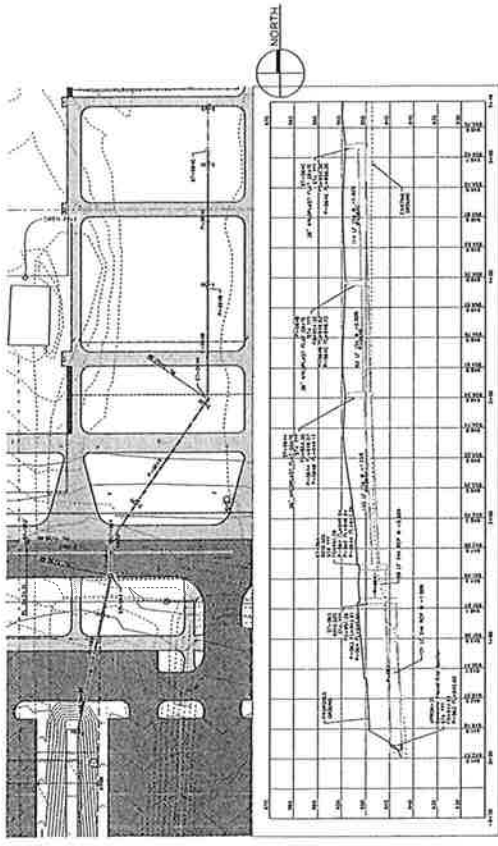
PLAN NOTES



GENERAL SITE NOTES

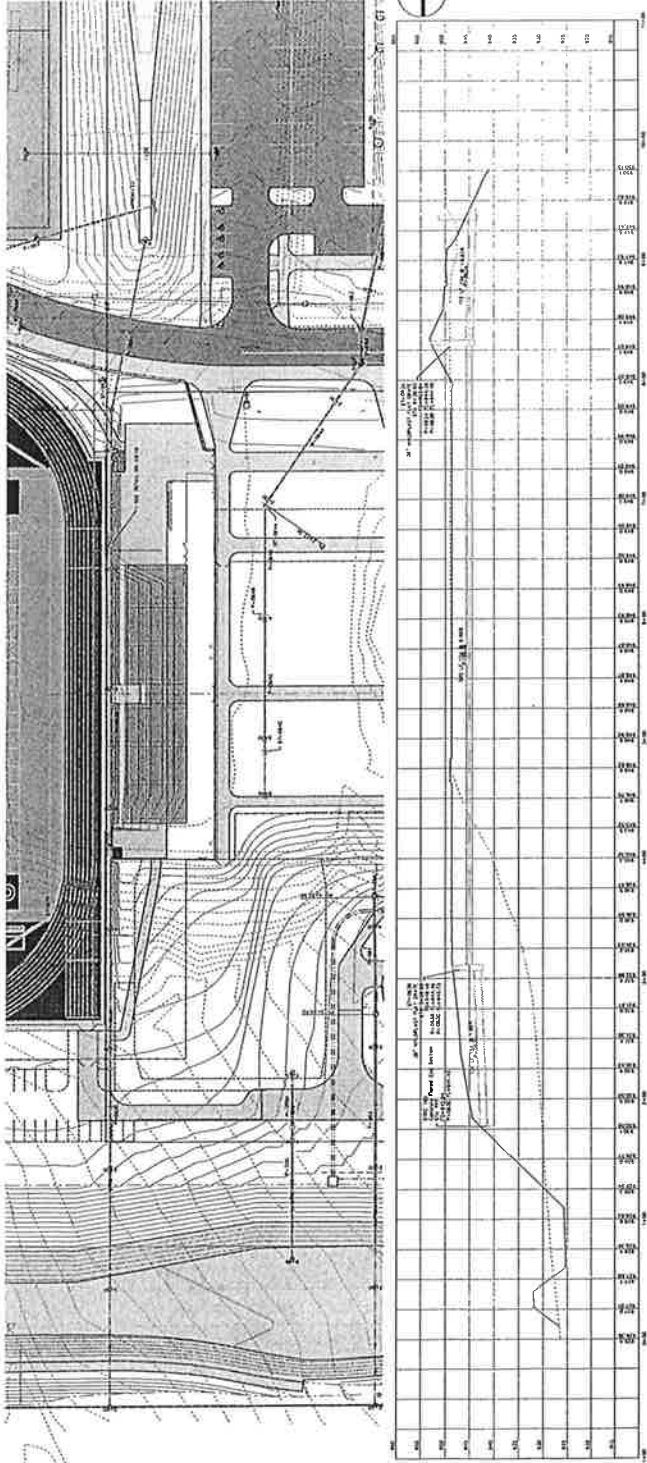
LEGEND

- EXISTING DRAINAGE
  - EXISTING ELECTRICAL
  - EXISTING FIRE/SPRINKLER
  - EXISTING OVERHEAD ELECTRICAL
  - EXISTING SANITARY SEWER
  - EXISTING WATER MAIN
  - EXISTING WATER SERVICE
  - EXISTING STORM DRAIN
  - PROPOSED MAIN
  - PROPOSED FIRE/SPRINKLER
  - PROPOSED ELECTRICAL
  - PROPOSED STORM SEWER
  - PROPOSED WATER MAIN
  - FUTURE ADJUSTMENT
  - PCAD PAVEMENT
  - SIDEWALK/TRAIL
  - GRAVEL EDGE
- 0 100 200  
 SCALE IN FEET



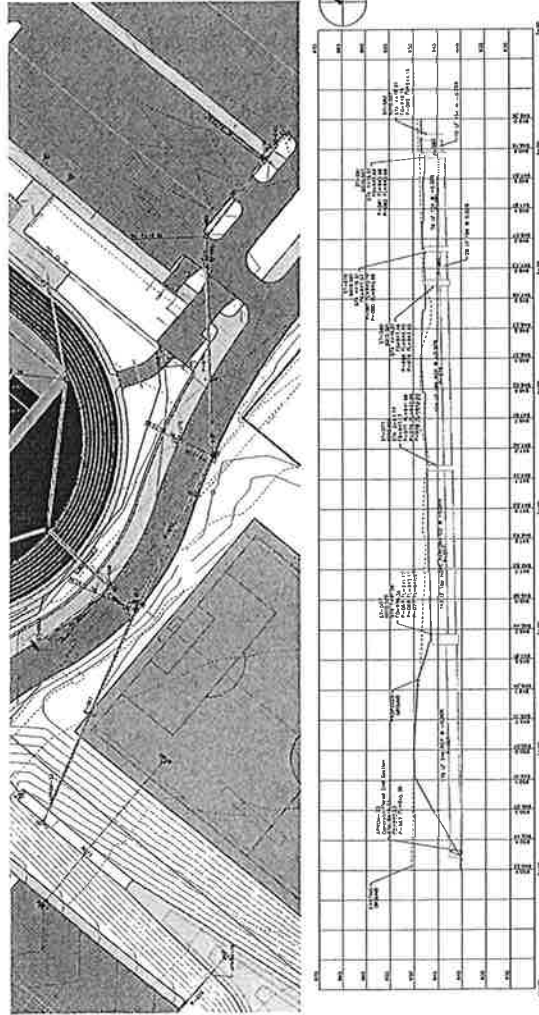
PLAN NOTES

INVISION  
 1100 W. 27TH STREET, SUITE 100  
 CEDAR FALLS, IA 52603  
 PHONE: 319.266.1100  
 FAX: 319.266.1101  
 WWW: WWW.INVISIONIA.COM  
 PROJECT: CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
 PROJECT NO.: 15-0004  
 DRAWING NO.: 15-0004-01  
 DATE: 11/14/15  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 APPROVED BY: J. H. HARRIS  
 INVISION ENGINEERING & ARCHITECTURE  
 1100 W. 27TH STREET, SUITE 100  
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 WWW: WWW.INVISIONIA.COM  
 PROJECT: CEDAR FALLS COMMUNITY SCHOOL DISTRICT  
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 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 APPROVED BY: J. H. HARRIS



GENERAL SITE NOTES

- LEGEND**
- EXISTING GRAVEL EDGE
  - EXISTING ELECTRICAL
  - EXISTING FIBER OPTIC
  - EXISTING OVERHEAD ELECTRIC
  - EXISTING SANITARY SEWER
  - EXISTING WATER MAIN
  - EXISTING WATER SEWER
  - EXISTING STORM SEWER
  - PROPOSED GAS MAIN
  - PROPOSED FIBER OPTIC
  - PROPOSED ELECTRICAL
  - PROPOSED STORM SEWER
  - PROPOSED WATER MAIN
  - FUTURE ADDITIONS
  - ROAD PAVEMENT
  - SIDEWALK/UTRAL
  - GRAVEL EDGE
- SCALE: 1" = 10' FEET



CEAR FALLS COMMUNITY SCHOOL DISTRICT  
 CEDAR FALLS HIGH SCHOOL  
 W 27TH STREET, CEDAR FALLS, IA 52603  
 PROJECT NO.: 15-0004  
 DRAWING NO.: 15-0004-01  
 DATE: 11/14/15  
 DRAWN BY: J. H. HARRIS  
 CHECKED BY: J. H. HARRIS  
 APPROVED BY: J. H. HARRIS

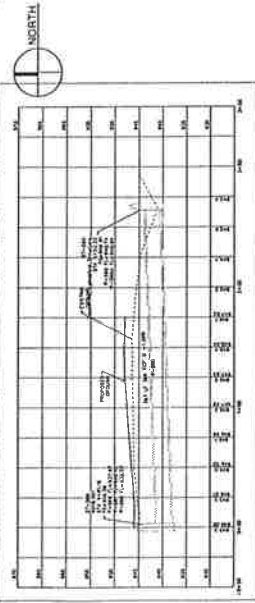
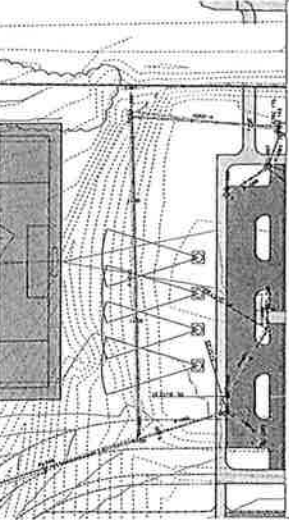
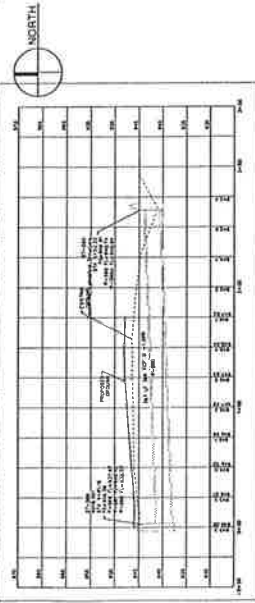
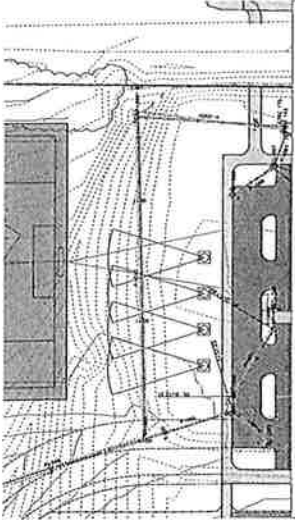
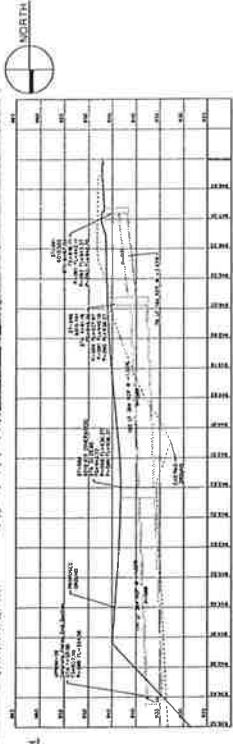
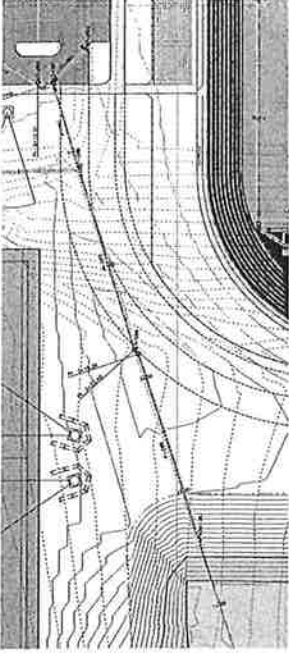
Item 35.





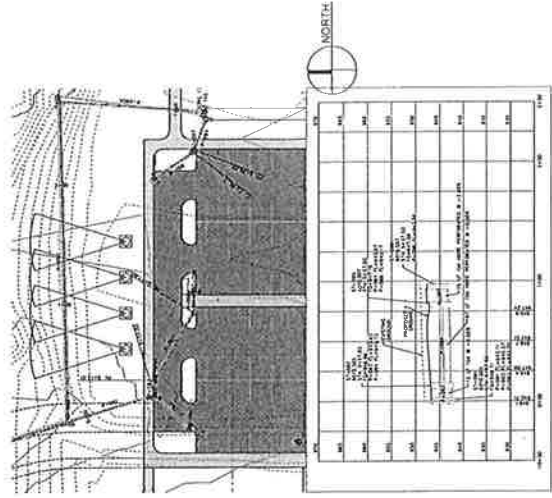
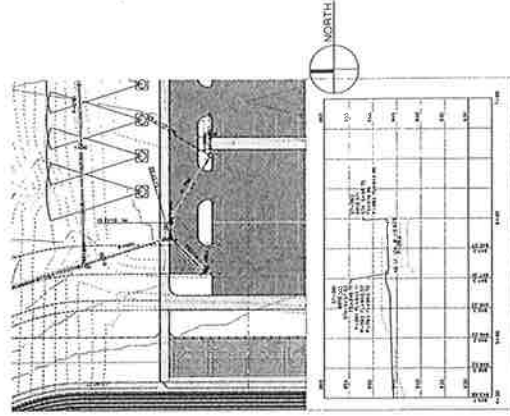
PLAN NOTES

INVISION



GENERAL SITE NOTES

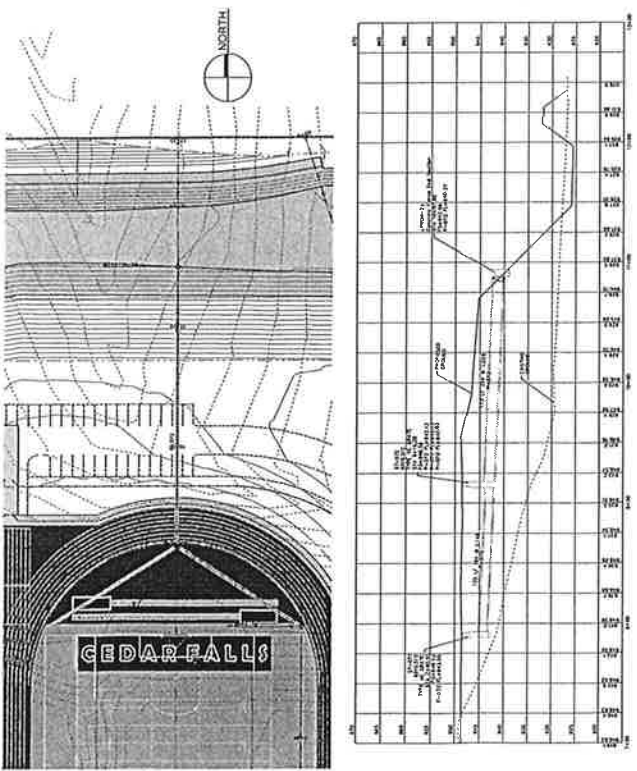
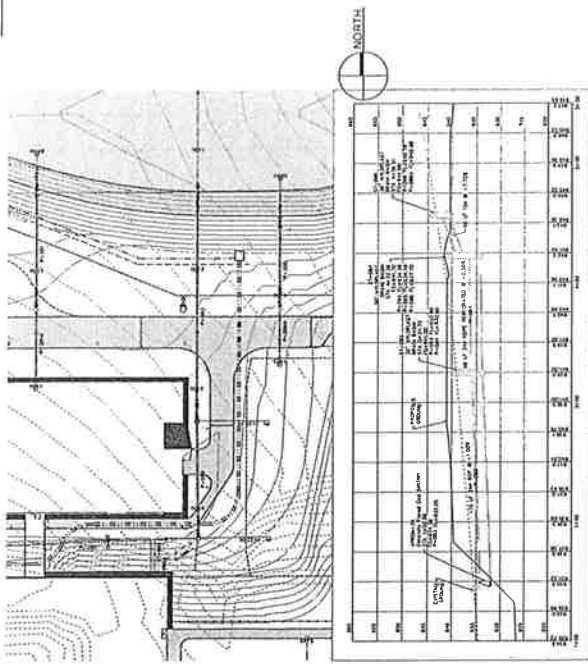
- LEGEND**
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  - EXISTING SANITARY SEWER
  - EXISTING WATER MAIN
  - EXISTING WATER SERVICE
  - EXISTING STORM SEWER
  - PROPOSED GAS MAIN
  - PROPOSED FIBER OPTIC
  - PROPOSED ELECTRICAL
  - PROPOSED STORM SEWER
  - PROPOSED WATER MAIN
  - FUTURE ADJUSTMENTS
  - ROAD PAVEMENT
  - SIDEWALK/BIKEWAY
  - GRAVEL EDGE
- SCALE: 1" = 10' (VERTICAL)



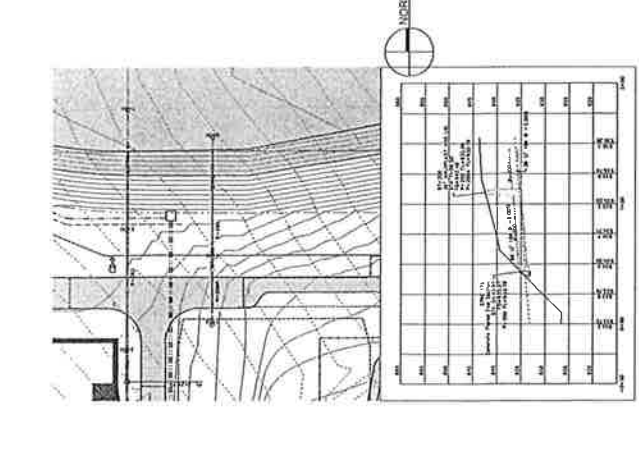
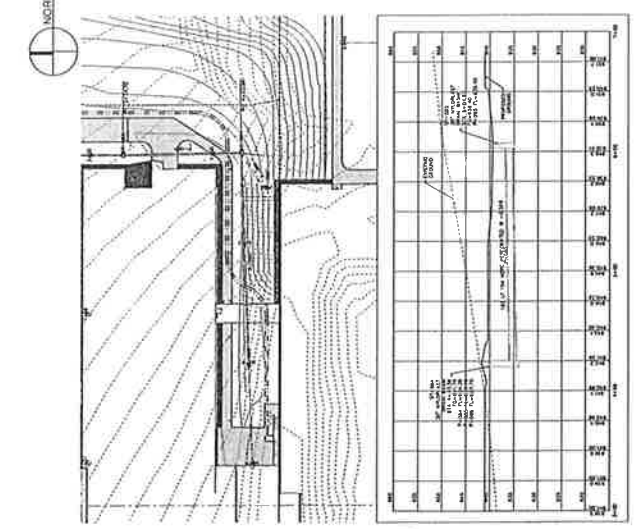
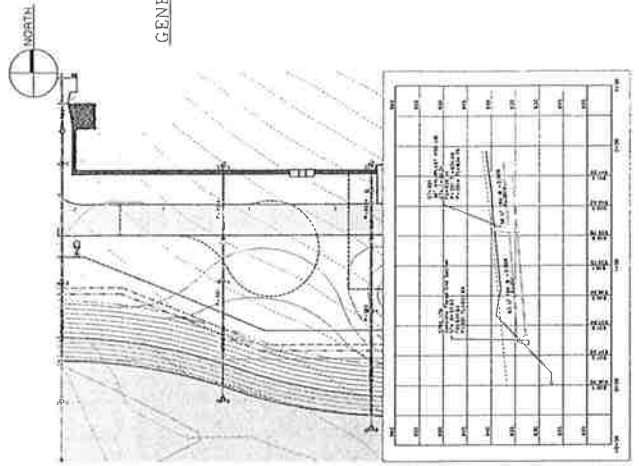
CEAR FALLS COMMUNITY SCHOOL DISTRICT  
CEDAR FALLS HIGH SCHOOL  
W 27TH STREET, CEDAR FALLS, IA 50613

NOVEMBER 10, 2020  
BIDDING DOCUMENTS  
PROJECT NUMBER: 2019-1001

PLAN NOTES



GENERAL SITE NOTES

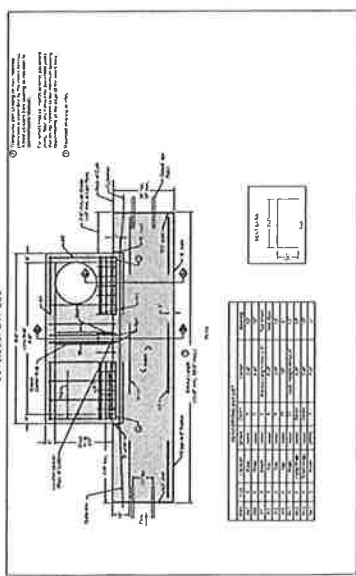
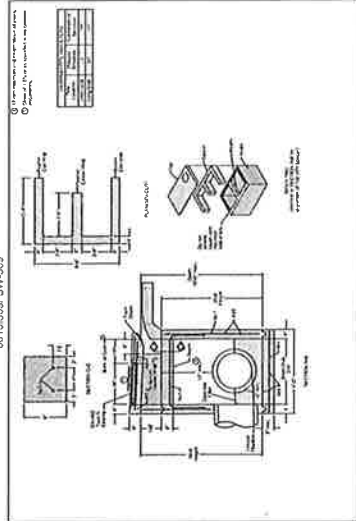
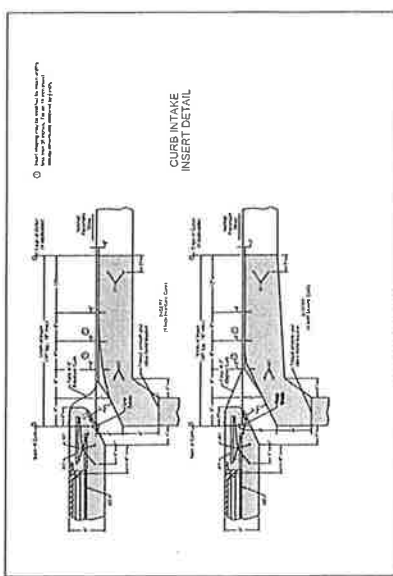
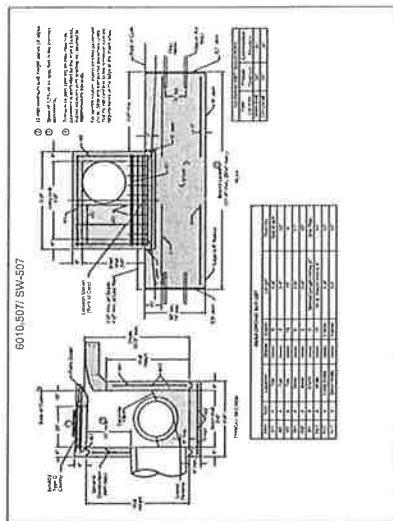
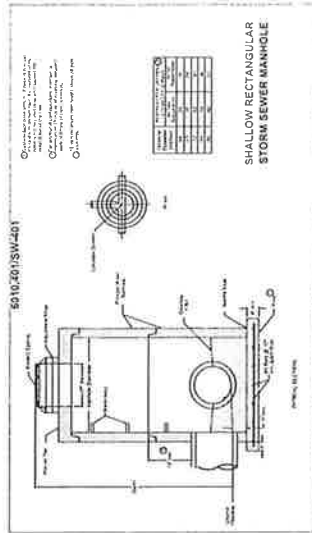
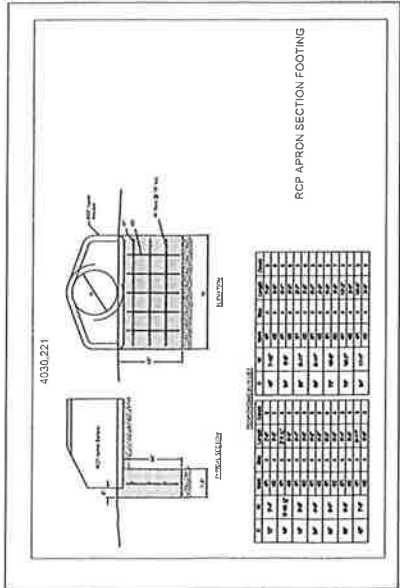
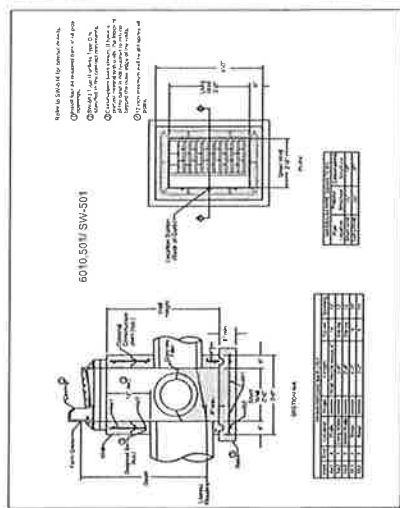
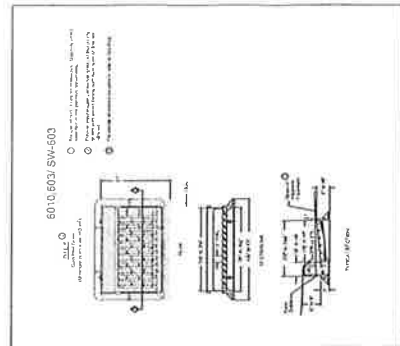


- LEGEND**
- EXISTING GRAVEL EDGE
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  - EXISTING FIBER OPTIC
  - EXISTING OVERHEAD ELECTRIC
  - EXISTING WATER MAIN
  - EXISTING WATER SERVICE
  - EXISTING STORM SEWER
  - PROPOSED GAS MAIN
  - PROPOSED FIBER OPTIC
  - PROPOSED ELECTRICAL
  - PROPOSED FIBER SERVICE
  - PROPOSED WATER MAIN
  - PROPOSED WATER SERVICE
  - PROPOSED STORM SEWER
  - PROPOSED ASPHALT DRIVE
  - PROPOSED ASPHALT SIDEWALK
  - PROPOSED ASPHALT GRADLE EDGE





PLAN NOTES



Item 35.

GENERAL SITE NOTES

PLAN NOTES

**SOUTHEAST DETENTION BASIN #2**

**TABLE 1: MATERIAL SPECIFICATIONS**

NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	100	CU YD
2	STEEL	50	TON
3	BRICK	200	1000
4	GLASS	10	SQ FT
5	PAINT	5	GAL

**TABLE 2: FINISHES**

NO.	FINISH	AREA	QTY	UNIT
1	CONCRETE	100	CU YD	
2	STEEL	50	TON	
3	BRICK	200	1000	
4	GLASS	10	SQ FT	
5	PAINT	5	GAL	

**NORTH DETENTION BASIN #1**

**TABLE 1: MATERIAL SPECIFICATIONS**

NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	120	CU YD
2	STEEL	60	TON
3	BRICK	250	1000
4	GLASS	15	SQ FT
5	PAINT	10	GAL

**TABLE 2: FINISHES**

NO.	FINISH	AREA	QTY	UNIT
1	CONCRETE	120	CU YD	
2	STEEL	60	TON	
3	BRICK	250	1000	
4	GLASS	15	SQ FT	
5	PAINT	10	GAL	

**SOUTHWEST DETENTION BASIN #3**

**TABLE 1: MATERIAL SPECIFICATIONS**

NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	110	CU YD
2	STEEL	55	TON
3	BRICK	220	1000
4	GLASS	12	SQ FT
5	PAINT	8	GAL

**TABLE 2: FINISHES**

NO.	FINISH	AREA	QTY	UNIT
1	CONCRETE	110	CU YD	
2	STEEL	55	TON	
3	BRICK	220	1000	
4	GLASS	12	SQ FT	
5	PAINT	8	GAL	

**NORTH DETENTION BASIN #1**

**TABLE 1: MATERIAL SPECIFICATIONS**

NO.	DESCRIPTION	QTY	UNIT
1	CONCRETE	120	CU YD
2	STEEL	60	TON
3	BRICK	250	1000
4	GLASS	15	SQ FT
5	PAINT	10	GAL

**TABLE 2: FINISHES**

NO.	FINISH	AREA	QTY	UNIT
1	CONCRETE	120	CU YD	
2	STEEL	60	TON	
3	BRICK	250	1000	
4	GLASS	15	SQ FT	
5	PAINT	10	GAL	

INVISION  
 CONSTRUCTION ANALYSIS  
 STORY CONSTRUCTION  
 TRIMMINGS  
 FINISHES  
 MATERIALS  
 MECHANICAL  
 ELECTRICAL  
 PLUMBING  
 STRUCTURAL  
 CIVIL  
 LANDSCAPE ARCHITECTURE  
 ARCHITECTURE

CDAR FALLS COMMUNITY SCHOOL DISTRICT  
 W 27TH STREET, CEDAR FALLS, IA 50613  
 MO: 515.281.1111  
 800.800.1111  
 10/1/2020

Item 35.

PLAN NOTES

**3010.103/ SW-103**

**CLASSIFICATION**

CLASS	DESCRIPTION	MIN. THICKNESS (IN)	MIN. WIDTH (IN)	MIN. DEPTH (IN)
1	Concrete	4	18	18
2	Reinforced Concrete	4	18	18
3	Cast-in-place Concrete	4	18	18
4	Precast Concrete	4	18	18
5	Structural Steel	1/2	18	18
6	Galvanized Steel	1/8	18	18
7	Aluminum	1/8	18	18
8	Asphalt	1/2	18	18
9	Gravel	1/2	18	18
10	Crushed Stone	1/2	18	18
11	Geotextile	1/2	18	18
12	Other	1/2	18	18

**NOTES:**

1. All structures shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All structures shall be constructed with a minimum of 4" concrete walls and a minimum of 18" depth.
3. All structures shall be constructed with a minimum of 1/2" gravel or crushed stone on the bottom.
4. All structures shall be constructed with a minimum of 1/2" geotextile on the bottom.
5. All structures shall be constructed with a minimum of 1/2" other material on the bottom.

**3010.101/ SW-101**

**NOTES:**

1. All structures shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All structures shall be constructed with a minimum of 4" concrete walls and a minimum of 18" depth.
3. All structures shall be constructed with a minimum of 1/2" gravel or crushed stone on the bottom.
4. All structures shall be constructed with a minimum of 1/2" geotextile on the bottom.
5. All structures shall be constructed with a minimum of 1/2" other material on the bottom.

**3010.102/ SW-102**

**CLASSIFICATION**

CLASS	DESCRIPTION	MIN. THICKNESS (IN)	MIN. WIDTH (IN)	MIN. DEPTH (IN)
1	Concrete	4	18	18
2	Reinforced Concrete	4	18	18
3	Cast-in-place Concrete	4	18	18
4	Precast Concrete	4	18	18
5	Structural Steel	1/2	18	18
6	Galvanized Steel	1/8	18	18
7	Aluminum	1/8	18	18
8	Asphalt	1/2	18	18
9	Gravel	1/2	18	18
10	Crushed Stone	1/2	18	18
11	Geotextile	1/2	18	18
12	Other	1/2	18	18

**NOTES:**

1. All structures shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All structures shall be constructed with a minimum of 4" concrete walls and a minimum of 18" depth.
3. All structures shall be constructed with a minimum of 1/2" gravel or crushed stone on the bottom.
4. All structures shall be constructed with a minimum of 1/2" geotextile on the bottom.
5. All structures shall be constructed with a minimum of 1/2" other material on the bottom.

**4040.232**

**NOTES:**

1. All structures shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All structures shall be constructed with a minimum of 4" concrete walls and a minimum of 18" depth.
3. All structures shall be constructed with a minimum of 1/2" gravel or crushed stone on the bottom.
4. All structures shall be constructed with a minimum of 1/2" geotextile on the bottom.
5. All structures shall be constructed with a minimum of 1/2" other material on the bottom.

**SUBDRAINS**

**NOTES:**

1. All subdrains shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All subdrains shall be constructed with a minimum of 4" concrete walls and a minimum of 18" depth.
3. All subdrains shall be constructed with a minimum of 1/2" gravel or crushed stone on the bottom.
4. All subdrains shall be constructed with a minimum of 1/2" geotextile on the bottom.
5. All subdrains shall be constructed with a minimum of 1/2" other material on the bottom.

**SUBDRAIN CLEANOUTS**

**NOTES:**

1. All subdrain cleanouts shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Plumbing Code (IPC).
2. All subdrain cleanouts shall be constructed with a minimum of 4" concrete walls and a minimum of 18" depth.
3. All subdrain cleanouts shall be constructed with a minimum of 1/2" gravel or crushed stone on the bottom.
4. All subdrain cleanouts shall be constructed with a minimum of 1/2" geotextile on the bottom.
5. All subdrain cleanouts shall be constructed with a minimum of 1/2" other material on the bottom.

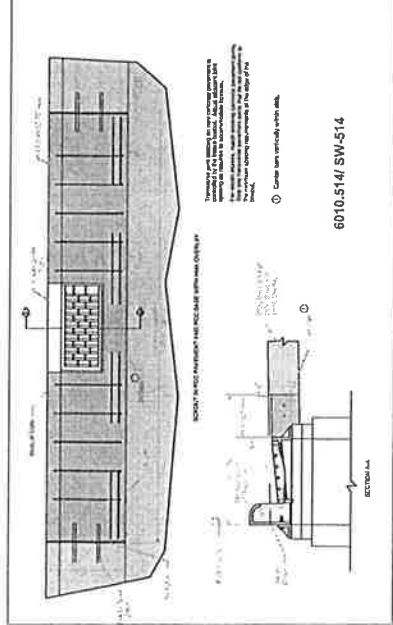
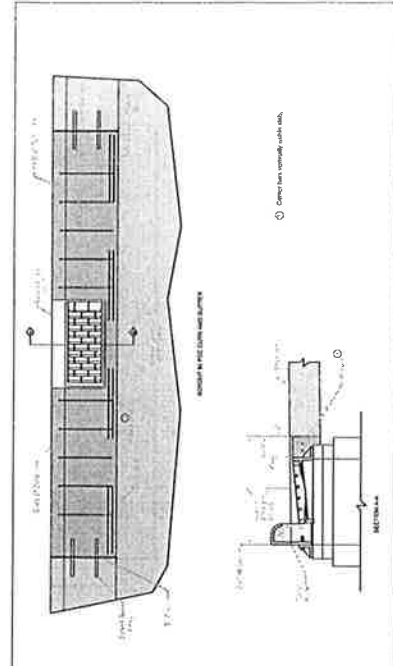
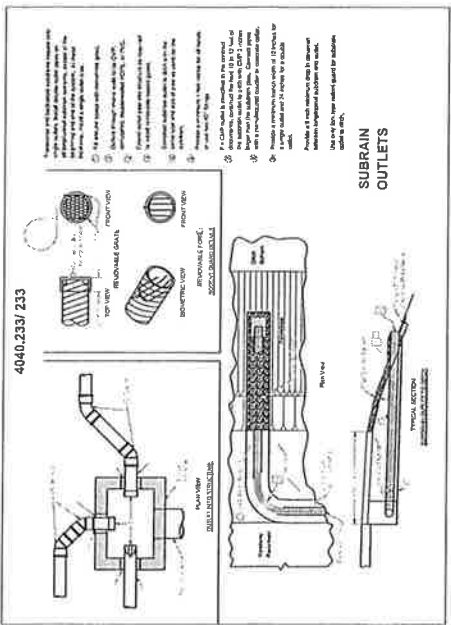
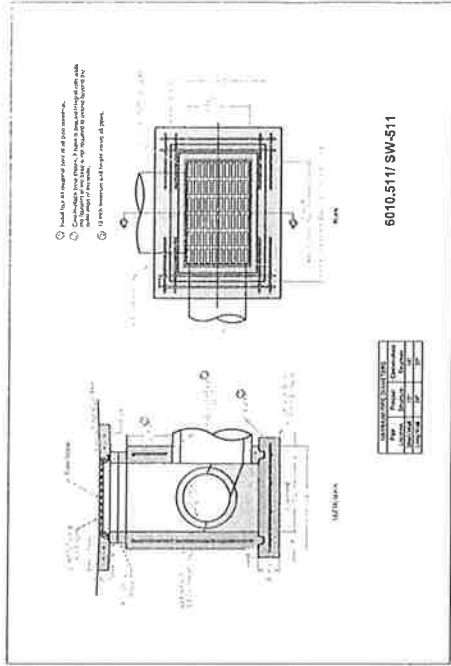
PLAN NOTES

INVISION  
 PROFESSIONAL ENGINEERING  
 1000 WEST 10TH AVENUE  
 SUITE 1000  
 DENVER, CO 80202  
 TEL: 303.733.1111  
 FAX: 303.733.1112  
 WWW: INVISIONENR.COM

6010.511/ SW-511  
 6010.514/ SW-514

CEGAR FALLS COMMUNITY SCHOOL DISTRICT  
 2777 STREET, CEDAR FALLS IA 50613  
 PROJECT NO. 11115  
 DATE: 10/20/11  
 DRAWING NO. 11115-01  
 SHEET NO. 11115-01-01

Item 35.



GENERAL SITE NOTES

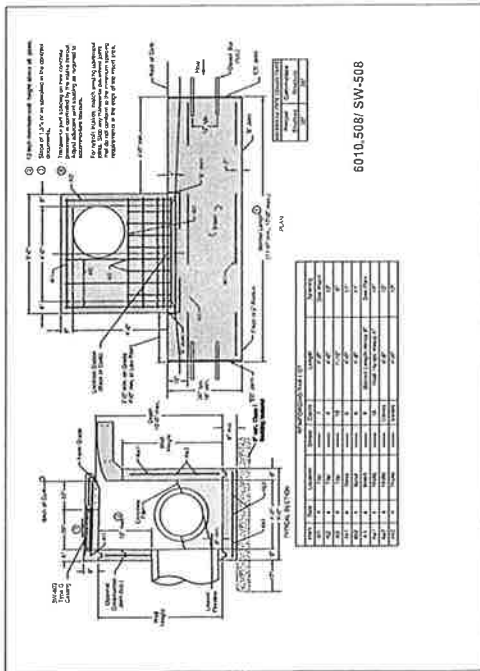
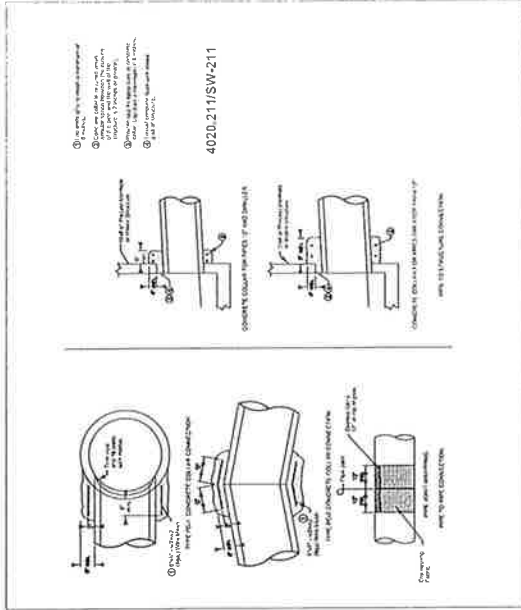




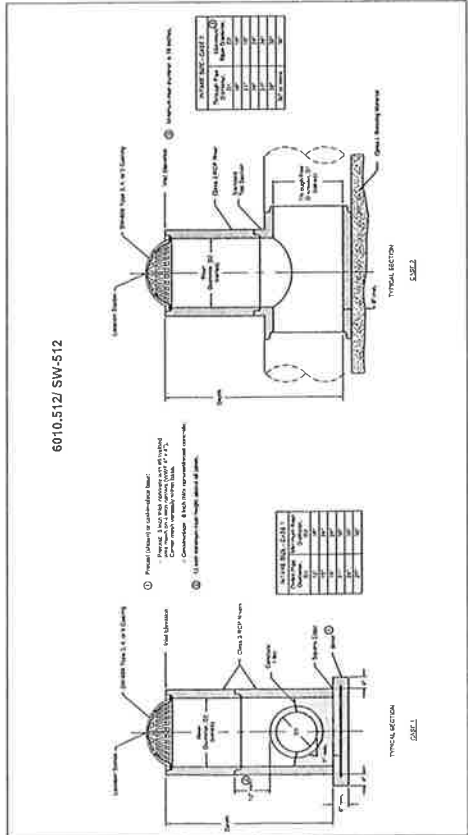
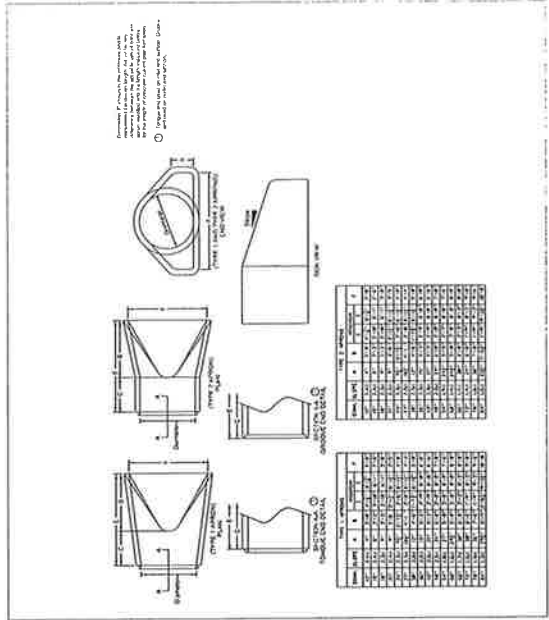
CONSTRUCTION SERVICES  
 CIVIL ENGINEERING  
 SURVEYING  
 BRIDGE DESIGN  
 ENGINEERING  
 MODULES  
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 SURVEYING  
 BRIDGE DESIGN  
 ENGINEERING  
 MODULES  
 CIVIL ENGINEERING  
 SURVEYING  
 BRIDGE DESIGN  
 ENGINEERING  
 MODULES

CEDR FALLS COMMUNITY SCHOOL DISTRICT  
 CEDAR FALLS HIGH SCHOOL  
 W 27TH STREET CEDAR  
 FALLS, IA 50613  
 PROJECT NO. 11116  
 NOVEMBER 16, 2017  
 RECORDS  
 STORM DRAINAGE  
 PLAN

PLAN NOTES



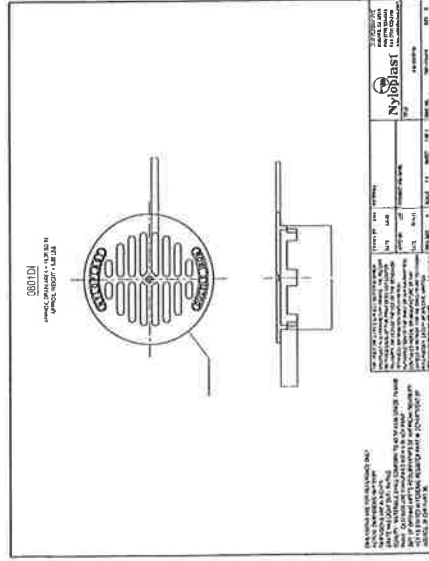
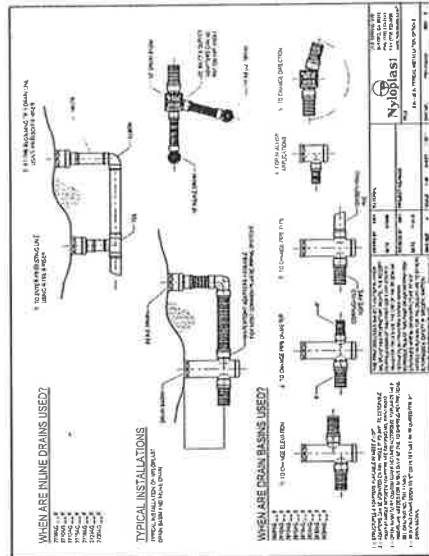
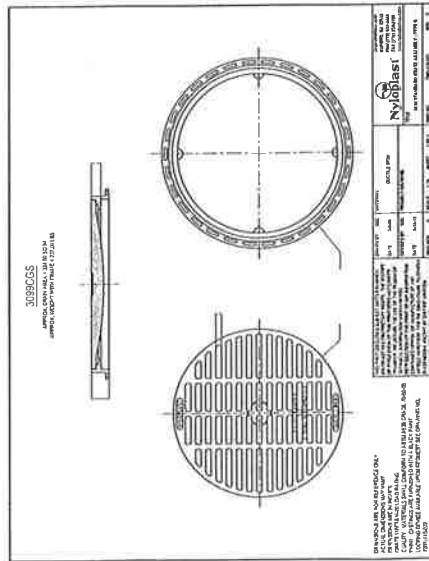
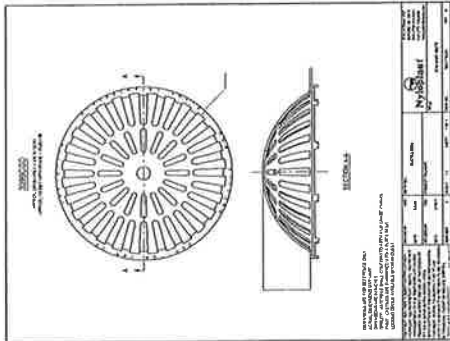
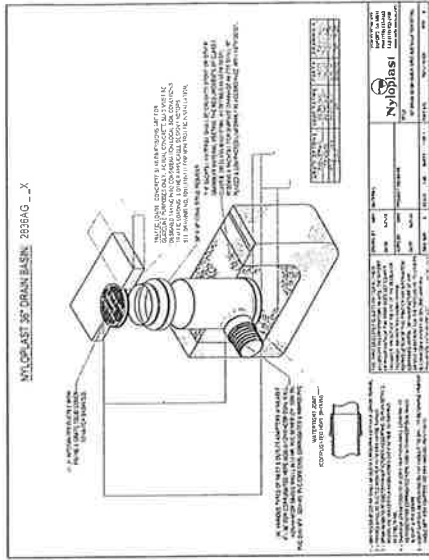
GENERAL SITE NOTES



PLAN NOTES

INVISION

CONSTRUCTION AND  
 CIVIL ENGINEERING  
 SERVICES, INC.  
 1000 W. 10TH AVENUE  
 DENVER, CO 80202  
 TEL: 303.733.8800  
 WWW.INVISIONENR.COM



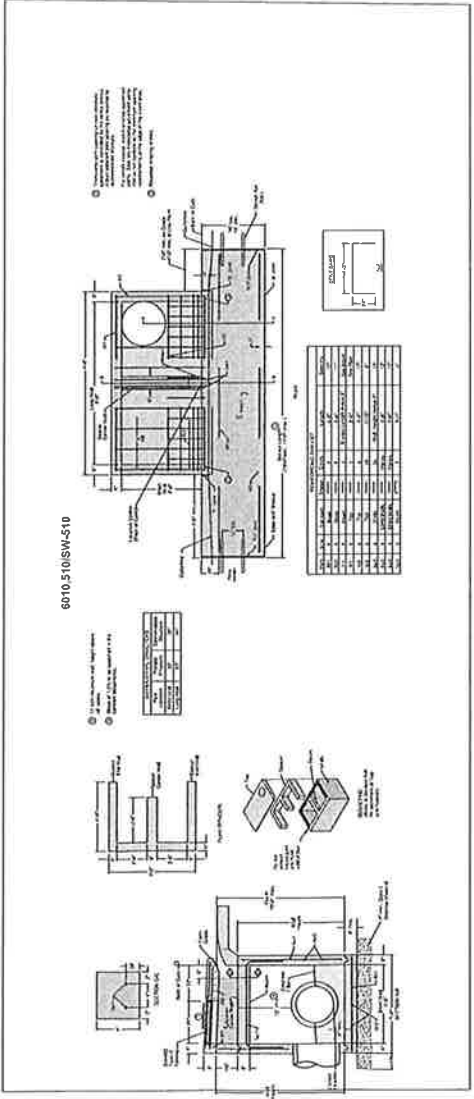
GENERAL SITE NOTES

CDAR FALLS COMMUNITY SCHOOL DISTRICT  
 27TH STREET, CEDAR FALLS, IA 50613  
 NOVEMBER 15, 2020  
 PROJECT NO. 2020-001  
 SHEET NO. 10 OF 10  
 CDAR FALLS COMMUNITY SCHOOL DISTRICT  
 27TH STREET, CEDAR FALLS, IA 50613

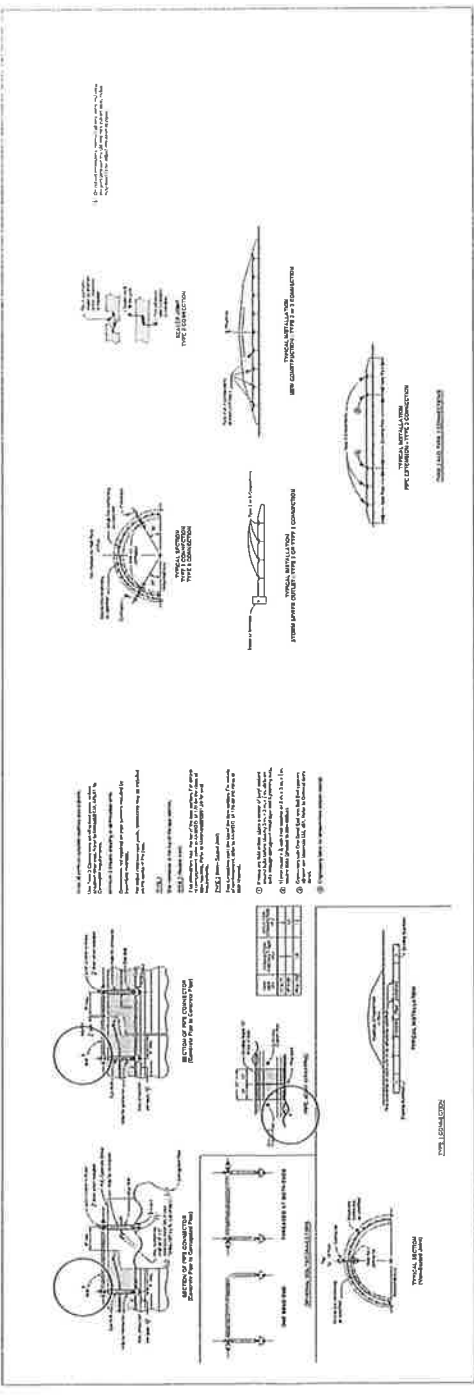
Item 35.

PLAN NOTES

INVISION  
 ENGINEERING  
 1000 W. 10TH STREET, SUITE 100  
 DENVER, CO 80202  
 TEL: 303.733.8800  
 FAX: 303.733.8801  
 WWW.INVISIONENR.COM



GENERAL SITE NOTES



CEGAR FALLS COMMUNITY SCHOOL DISTRICT  
 CEDAR FALLS HIGH SCHOOL  
 W 27TH STREET, CEDAR FALLS, IA 50613

OCTOBER 30, 2020  
 BID DOCUMENTS

STORM DRAINAGE PLAN

Item 35.



## Exhibit C

## Detention Basin Operation and Maintenance Manual

Inspection activities shall be performed as follows: Any problems that are found shall be repaired immediately.

<b><i>BMP element:</i></b>	<b><i>Potential problem:</i></b>	<b><i>How I will remediate the problem:</i></b>
<b><i>The entire BMP</i></b>	Trash/debris is present.	Remove the trash/debris.
<b><i>The perimeter of the detention basin</i></b>	Areas of bare soil and/or erosion gullies has formed.	Regrade the soil if necessary to remove the gully, and then plant a ground com and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
<b><i>The inlet device: pipe or swale</i></b>	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it out and provide erosion control devises such as reinforced turf matting or riprap to avoid future problems with erosion.
<b><i>The forebay</i></b>	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
<b><i>The main detention area</i></b>	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the BMP.
	Cattails, phragmites or other invasive plants com 50% of the basin surface.	Remove the plants by wiping them with herbicide (do not spray).
<b><i>The embankment</i></b>	Shrubs have started to grow on the embankment.	Remove shrubs immediately .
	A tree has started to grow on the embankment.	Remove the tree immediately.
<b><i>The outlet device</i></b>	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged.	Repair or replace the outlet device.
<b><i>Washed stone in front of orifice outlet</i></b>	Silt build up on stone blocking outlet.	Washed stone must be unclogged and replaced as needed.
<b><i>The receiving water</i></b>	Erosion or other signs of damage has occurred at the outlet.	Repair damage.

## Exhibit D

### MAINTENANCE SCHEDULE STORM DETENTION SYSTEM

#### DESCRIPTION:

- 1) **Inspect system within 60 days of initial operation.**
- 2) **Four periodic inspections of system within first year of operation.**
- 3) **Inspect system after each 100-year storm occurrence as measured at the National Weather Service reporting station at the Waterloo Regional Airport.**
- 4) **After one year of system operation, inspect annually.**

Exhibit E

Stormwater Management Inspection/Maintenance Form  
To be kept on site

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

OWNER/LEGAL ENTITY: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

INITIAL DATE OF OPERATION: \_\_\_\_\_

DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



DATE	ITEM INSPECTED	INSPECTOR (Please Print)	OBSERVATION & REMARKS



## ADMINISTRATION

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-273-8600  
Fax: 319-273-8610  
[www.cedarfalls.com](http://www.cedarfalls.com)

## MEMORANDUM

**TO:** Mayor Laudick and City Council  
**FROM:** Shane Graham, Economic Development Coordinator  
**DATE:** January 25, 2024  
**SUBJECT:** Proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa and CV Commercial, L.L.C.

Staff would like to request that a public hearing be scheduled for February 19, 2024 to address a proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls and CV Commercial, L.L.C. The project consists of the construction of a 31,200 square foot commercial/residential mixed-use building located on College Street and W 22<sup>nd</sup> Street. The proposed Amended and Restated Agreement will update the anticipated completion date of the project, and update the maximum amount of tax rebates that the project can receive. Additional information pertaining to the Amended and Restated Agreement for Private Development will be provided to City Council prior to the public hearing.

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

xc: Ron Gaines, P.E., City Administrator



**CV Commercial, LLC**  
**2119 College Street**  
**New Mixed Use Building**

Item 36.

W 20th St

W 21st St

**Project Location**



W 22nd St

College St

Olive St

W 23rd St

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

RESOLUTION NO. \_\_\_\_\_

RESOLUTION SETTING DATE OF PUBLIC HEARING TO  
CONSIDER ENTERING INTO A PROPOSED AMENDED AND  
RESTATED AGREEMENT FOR PRIVATE DEVELOPMENT  
BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND CV  
COMMERCIAL, L.L.C.

WHEREAS, by Resolution No. 17,348, adopted February 14, 2011, and amended by Amendment No. 1, approved by Resolution 21,832 on January 6, 2020, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the College Hill Urban Renewal Plan (the "Plan") for the College Hill Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan is on file in the office of the Recorder of Black Hawk County; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from CV Commercial, L.L.C. (the "Developer"), in the form of a proposed Amended and Restated Development Agreement (the "Amended Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Amended Agreement) on certain real property located within the College Hill Urban Renewal Area at 2119 College Street in Cedar Falls, Iowa as further defined and legally described in the Agreement and consisting of the construction of an approximately 31,200 square foot commercial/residential mixed use building on the Development Property, together with all related site improvements, as outlined in the proposed Amended Agreement; and

WHEREAS, the Amended Agreement further proposes that the City will make up to five (5) consecutive annual payments of Economic Development Grants to Developer in the form of a percentage of Tax Increments generated from the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$717,087, or the amount accrued under the formula outlined in the proposed Amended Agreement, under the terms and following satisfaction of the conditions set forth in the Amended Agreement; and

WHEREAS, Iowa Code Chapters 15A and 403 (the "Urban Renewal Law") authorize cities to make grants for economic development and blight remediation in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Amended Agreement, and pursuant to Section 364.6 of the Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Amended and Restated Agreement for Private Development with the Developer pursuant to the terms of said Amended Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 19<sup>th</sup> day of February, 2024, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Amended and Restated Agreement for Private Development between the City of Cedar Falls, Iowa, and CV Commercial, L.L.C., on certain terms as set forth in the proposed Amended Agreement. A copy of the proposed Amended Agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

CERTIFICATE

STATE OF IOWA, COUNTY OF BLACK HAWK, SS.

I, Kim Kerr, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. \_\_\_\_\_ duly and legally adopted by the City Council of said City on the \_\_\_\_ day of \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kim Kerr  
City Clerk of Cedar Falls, Iowa



## DEPARTMENT OF PUBLIC WORKS

City of Cedar Falls  
 220 Clay Street  
 Cedar Falls, Iowa 50613  
 Phone: 319-268-5161  
 Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
*Engineering Division*

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** David Wicke, PE, City Engineer

**DATE:** February 5<sup>th</sup>, 2024

**SUBJECT:** North Cedar Heights Area Reconstruction Phase II  
 City Project Number: RC-092-3271  
 Request for PS&E Approval

Submitted within for City Council approval are the Plans, Specifications, and Estimate of Costs and Quantities for the North Cedar Heights Area Reconstruction Phase II.

We recommend setting Monday, February 19, 2024 at 7:00 p.m. as the date and time for the public hearing on this project, and Tuesday, February 27, 2024 at 2:00 p.m. as the date and time for receiving and opening bids. We also request that the Notice to Bidders be published by Thursday, February 8, 2024. The Plans and Specifications will be ready for distribution to contractors on Tuesday, February 6, 2024 via QuestCDN (reference #8944570), allowing more than two (2) weeks of review before contract letting.

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 total estimated cost for the construction of this project is \$4,520,727.07. The project will be funded by Local Option Sales Tax, Street Construction Fund, Sanitary Sewer Rental Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the North Cedar Heights Area Reconstruction Phase II.

xc: Chase Schrage, Director of Public Works

**Engineer's Estimate of Costs**  
 North Cedar Heights Area Reconstruction Project Phase 2  
 Cedar Falls Project No.: RC-092-3271  
 AECOM Project No.: 60672593  
 1/26/2024

Item No.	Item Code	Item Description	Unit	Estimated Quantities				Engineer's Estimate	Estimated Costs				
				Division 1	Division 2	Division 3	Total		Unit Price	Division 1	Division 2	Division 3	Total
1	2010-108A	CLEARING AND GRUBBING	UNIT	150.9			150.9	\$ 165.00	\$ 24,898.50	\$ -	\$ -	\$ -	\$ 24,898.50
2	2010-108B	CLEARING AND GRUBBING	ACRE	0.4			0.4	\$ 70,000.00	\$ 28,000.00	\$ -	\$ -	\$ -	\$ 28,000.00
3	2010-108D	TOPSOIL, CONTRACTOR PROVIDED	CY	832.00			832	\$ 35.00	\$ 29,120.00	\$ -	\$ -	\$ -	\$ 29,120.00
4	2010-108E	EXCAVATION, CLASS 10, WASTE	CY	3757.00			3757	\$ 20.00	\$ 75,140.00	\$ -	\$ -	\$ -	\$ 75,140.00
5	2010-108E	EXCAVATION, CLASS 13	CY	10.00			10	\$ 125.00	\$ 1,250.00	\$ -	\$ -	\$ -	\$ 1,250.00
6	2010-108G	SUBGRADE PREPARATION, 12 IN.	SY	100			100	\$ 2.75	\$ 275.00	\$ -	\$ -	\$ -	\$ 275.00
7	2010-108I	SUBGRADE TREATMENT, GEOGRID	SY	3798.5			3798.5	\$ 8.50	\$ 32,287.25	\$ -	\$ -	\$ -	\$ 32,287.25
8	2010-108J	SUBBASE, MODIFIED 6 IN.	SY	633.5			633.5	\$ 23.50	\$ 14,887.25	\$ -	\$ -	\$ -	\$ 14,887.25
9	2010-108J	SUBBASE, MODIFIED 12 IN.	SY	3798.5			3798.5	\$ 19.00	\$ 72,171.50	\$ -	\$ -	\$ -	\$ 72,171.50
10	2010-108K	REMOVALS, SIGN STRUCTURE	EACH	1			1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00
11	3010-108D	REPLACEMENT OF UNSUITABLE BACKFILL	CY	100			100	\$ 37.00	\$ 3,700.00	\$ -	\$ -	\$ -	\$ 3,700.00
12	2501-8400172	TEMPORARY SHORING	LS			1	1	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	\$ -	\$ 200,000.00
13	4010-108A	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 8 IN.	LF			1923	1923	\$ 200.00	\$ -	\$ -	\$ 384,600.00	\$ -	\$ 384,600.00
		SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.	LF			756	756	\$ 150.00	\$ -	\$ -	\$ 113,400.00	\$ -	\$ 113,400.00
14	4010-108C	SANITARY SEWER FORCE MAIN, DUCTILE IRON PIPE (DIP), POLY WRAPPED, 8 IN.	LF			756	756	\$ 150.00	\$ -	\$ -	\$ 113,400.00	\$ -	\$ 113,400.00
15	2501-8400172	SEWER MAIN, 2 INCH, HDPE, SDR-11, PPRESSION RATED	LF	400			400	\$ 60.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00
16	4010-108E	SANITARY SEWER SERVICE	LF			533	533	\$ 270.00	\$ -	\$ -	\$ 143,910.00	\$ -	\$ 143,910.00
		SEWER SERVICE, 1.5 INCH, HDPE, SDR-11, PPRESSION RATED	LF			70	70	\$ 85.00	\$ 5,950.00	\$ -	\$ -	\$ -	\$ 5,950.00
17	4010-108E	SEWER SERVICE, 1.5 INCH, HDPE, SDR-11, PPRESSION RATED	LF			70	70	\$ 85.00	\$ 5,950.00	\$ -	\$ -	\$ -	\$ 5,950.00
18	4010-108E	FLUSHING VALVE, 2 INCH, W/ MANHOLE FRAME & LID, 10 INCH	EACH	1			1	\$ 2,500.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ 2,500.00
19	4010-108	SANITARY SEWER PIPE INSULATION	LF			445	445	\$ 15.00	\$ -	\$ -	\$ 6,675.00	\$ -	\$ 6,675.00
20	4010-108H	REMOVAL OF SANITARY SEWER	LF	1857			1857	\$ 28.00	\$ 51,996.00	\$ -	\$ -	\$ -	\$ 51,996.00
21	4010-108K	SANITARY SEWER ABANDONMENT, PLUG, 8 IN.	EACH	6			6	\$ 1,900.00	\$ 11,400.00	\$ -	\$ -	\$ -	\$ 11,400.00
22	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 15 IN.	LF	872			872	\$ 125.00	\$ 109,000.00	\$ -	\$ -	\$ -	\$ 109,000.00
23	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 18 IN.	LF	251			251	\$ 135.00	\$ 33,885.00	\$ -	\$ -	\$ -	\$ 33,885.00
24	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 24 IN.	LF	59			59	\$ 235.00	\$ 13,865.00	\$ -	\$ -	\$ -	\$ 13,865.00
25	4020-108A	STORM SEWER, TRENCHED, RCP, CLASS III, 30 IN.	LF	145			145	\$ 245.00	\$ 35,525.00	\$ -	\$ -	\$ -	\$ 35,525.00
26	4020-108D	REMOVAL OF STORM SEWER, RCP, LESS THAN 36 IN.	LF	274			274	\$ 27.00	\$ 7,398.00	\$ -	\$ -	\$ -	\$ 7,398.00
27	4030-108B	15" RCP APRON 4030.222	EACH	3			3	\$ 2,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ 6,000.00
28	4030-108B	18" RCP APRON 4030.222	EACH	1			1	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
29	4030-108B	30" RCP APRON 4030.222	EACH	2			2	\$ 2,500.00	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
30	4030-108C	RCP APRON FOOTINGS 4030.221	EACH	6			6	\$ 1,600.00	\$ 9,600.00	\$ -	\$ -	\$ -	\$ 9,600.00
31	4030-108D	PIPE APRON GUARD, 18 IN.	EACH	1			1	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 1,600.00
32	4030-108D	PIPE APRON GUARD, 30 IN.	EACH	2			2	\$ 1,800.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00
33	4040-108A	SUBDRAIN, PERFORATED PLASTIC PIPE, TYPE SP, 8 IN. DIA.	LF	5066.5			5066.5	\$ 20.00	\$ 101,330.00	\$ -	\$ -	\$ -	\$ 101,330.00
34	CFD.01	SUBDRAIN OUTLETS, CFD.01	EACH	27			27	\$ 600.00	\$ 16,200.00	\$ -	\$ -	\$ -	\$ 16,200.00
35	4040-108E	SUBDRAIN TAP, 6"	EACH	34			34	\$ 800.00	\$ 27,200.00	\$ -	\$ -	\$ -	\$ 27,200.00
		WATER MAIN, TRENCHED, DIP, 4 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		56.9		56.9	\$ 233.00	\$ -	\$ 13,257.70	\$ -	\$ -	\$ 13,257.70
36	5010-108A	WATER MAIN, TRENCHED, DIP, 8 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		2905		2905	\$ 205.00	\$ -	\$ 595,525.00	\$ -	\$ -	\$ 595,525.00
37	5010-108A	WATER MAIN, TRENCHED, DIP, 8 IN., POLY WRAPPED, NITRILE GASKETS, INTEGRAL RESTRAINED JOINTS	LF		2905		2905	\$ 205.00	\$ -	\$ 595,525.00	\$ -	\$ -	\$ 595,525.00
38	5010	TEMPORARY WATER MAIN	LS	1			1	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
39	5010-108C	FITTINGS BY WEIGHT, DUCTILE IRON	LBS	5424	710		6134	\$ 10.00	\$ -	\$ 54,240.00	\$ 7,100.00	\$ -	\$ 61,340.00
40	5010-108E	WATER SERVICE, 1 IN.	LF	552			552	\$ 220.00	\$ -	\$ 121,440.00	\$ -	\$ -	\$ 121,440.00
41	5010-108F	WATERMAIN ABANDONMENT, CAP	EACH	5			5	\$ 1,100.00	\$ -	\$ 5,500.00	\$ -	\$ -	\$ 5,500.00
42	5010-108H	WATER MAIN REMOVAL	LF	5	2204		2204	\$ 60.00	\$ -	\$ 132,240.00	\$ -	\$ -	\$ 132,240.00
43	5020-108A	ISOLATION VALVE, 2 INCH W/ VALVE BOX	EACH	4			4	\$ 2,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
44	5020-108A	ISOLATION VALVE, 1.5 INCH W/ VALVE BOX	EACH	1			1	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
45	5020-108A	VALVE, GATE, DIP, 4 IN.	EACH	1	1		1	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	\$ -	\$ 3,300.00
46	5020-108A	VALVE, GATE, DIP, 8 IN.	EACH	9			9	\$ 2,400.00	\$ -	\$ 21,600.00	\$ -	\$ -	\$ 21,600.00
47	5020-108C	FIRE HYDRANT ASSEMBLY	EACH	7			7	\$ 7,000.00	\$ -	\$ 49,000.00	\$ -	\$ -	\$ 49,000.00
48	5020-108J	FIRE HYDRANT ASSEMBLY REMOVAL	EACH	4			4	\$ 600.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
49	6010-108A	MANHOLE, 6010.301, 48 IN.	EACH			17	17	\$ 6,000.00	\$ -	\$ -	\$ 102,000.00	\$ -	\$ 102,000.00
50	6010-108A	MANHOLE, 6010.301, 60 IN.	EACH			1	1	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
51	6010-108A	MANHOLE, 6010.303, 48 IN.	EACH			1	1	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
52	6010-108A	MANHOLE, 6010.401, 48 IN.	EACH		3		3	\$ 7,800.00	\$ 23,400.00	\$ -	\$ -	\$ -	\$ 23,400.00
53	6010-108B	INTAKE, 6010.501	EACH		2		2	\$ 6,300.00	\$ 12,600.00	\$ -	\$ -	\$ -	\$ 12,600.00
54	6010-108B	INTAKE, 6010.502, 60 IN.	EACH		1		1	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
55	6010-108B	INTAKE, 6010.502, 72 IN.	EACH		1		1	\$ 8,000.00	\$ 8,000.00	\$ -	\$ -	\$ -	\$ 8,000.00
56	6010-108B	INTAKE, 6010.505	EACH		13		13	\$ 7,000.00	\$ 91,000.00	\$ -	\$ -	\$ -	\$ 91,000.00
57	6010-108B	INTAKE, 6010.509	EACH		2		2	\$ 8,600.00	\$ 17,200.00	\$ -	\$ -	\$ -	\$ 17,200.00
58	6010-108B	INTAKE, 6010.513 (4'x4')	EACH		3		3	\$ 8,200.00	\$ 24,600.00	\$ -	\$ -	\$ -	\$ 24,600.00
59	6010-108C	DROP CONNECTION SANITARY SEWER, 8 IN., EXTERNAL	EACH			1	1	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	\$ -	\$ 6,000.00
60	6010-108G	CONNECTION TO EXISTING MANHOLE	EACH			1	1	\$ 1,700.00	\$ 1,700.00	\$ -	\$ -	\$ -	\$ 1,700.00
61	6010-108H	REMOVALS, MANHOLE OR INTAKE	EACH			16	16	\$ 1,500.00	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00
62	7010-108A	PCC PAVEMENT, CLASS C-4, CLASS 3 DURABILITY, 7 IN.	SY	446			446	\$ 75.00	\$ 33,450.00	\$ -	\$ -	\$ -	\$ 33,450.00
63	7010-108E	CURB AND GUTTER, SLOPED, 4 IN.	LF	3116.4			3116.4	\$ 35.00	\$ 109,074.00	\$ -	\$ -	\$ -	\$ 109,074.00
64	7010-108E	CURB AND GUTTER, DROPPED, 0 IN.	LF	2475.2			2475.2	\$ 30.00	\$ 74,256.00	\$ -	\$ -	\$ -	\$ 74,256.00
65	2304-0101000	TEMPORARY PAVEMENT, 6 IN. PCC	SY	110.9			110.9	\$ 100.00	\$ 11,090.00	\$ -	\$ -	\$ -	\$ 11,090.00
66	7020-108B	HMA PAVEMENT, ST, 7 IN.	SY	3609.1			3609.1	\$ 70.00	\$ 252,637.00	\$ -	\$ -	\$ -	\$ 252,637.00
67	7030-108A	REMOVAL OF DRIVEWAY	SY	708			708	\$ 14.00	\$ 9,912.00	\$ -	\$ -	\$ -	\$ 9,912.00
68	7030-108H	DRIVEWAYS, PCC, 6 IN.	SY	633.5			633.5	\$ 100.00	\$ 63,350.00	\$ -	\$ -	\$ -	\$ 63,350.00
69	7030-108H	CLASS A ROADSTONE	TON	40			40	\$ 90.00	\$ 3,600.00	\$ -	\$ -	\$ -	\$ 3,600.00
70	7040-108H	REMOVAL OF PAVEMENT	SY	5866.2			5866.2	\$ 12.00	\$ 70,394.40	\$ -	\$ -	\$ -	\$ 70,394.40
71	7040-108I	REMOVAL OF CURB AND GUTTER	LF	114			114	\$ 16.50	\$ 1,881.00	\$ -	\$ -	\$ -	\$ 1,881.00
72	2505-4008120	REMOVAL OF GUARDRAIL	LF	76			76	\$ 17.00	\$ 1,292.00	\$ -	\$ -	\$ -	\$ 1,292.00
73	2401-6745765	LIGHT POLES, REMOVE	EACH	2			2	\$ 650.00	\$ 1,300.00	\$ -	\$ -	\$ -	\$ 1,300.00
		LIGHT POLES, 28" METAL POLE W/ DIRECT BURIED AND 6' MAST ARM	EACH			2	2	\$ 5,500.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00
74	2523-0000100	MAST ARM	EACH			2	2	\$ 5,500.00	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00
75	2523-0000200	ELECTRICAL CIRCUITS	LF	30			30	\$ 55.00	\$ 1,650.00	\$ -	\$ -	\$ -	\$ 1,650.00
76	8030-108A	TRAFFIC CONTROL	LS	1			1	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ 40,000.00
77	2528-2518000	SAFETY CLOSURE	EACH			14</							



93	9040-108J	REVTMENT, CLASS E RIP RAP APRON (& ENG. FABRIC) FOR PIPE OUTLET, 9040.111	TON	22			22	\$ 65.00	\$ 1,430.00	\$ -	\$ -	\$ 1,430.00
94	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, INSTALLATION	LF	674			674	\$ 2.50	\$ 1,685.00	\$ -	\$ -	\$ 1,685.00
95	9040-108N	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	674			674	\$ 0.75	\$ 505.50	\$ -	\$ -	\$ 505.50
96	9040-108R	TURF REINFORCEMENT MATTING (TYPE 2)	SQ	1			1	\$ 150.00	\$ 150.00	\$ -	\$ -	\$ 150.00
97	9040-108T	INTAKE PROTECTION, SEDIMENT CONTROL DEVICE, 9 IN.	EACH	22			22	\$ 80.00	\$ 1,760.00	\$ -	\$ -	\$ 1,760.00
98	9040-108T	MAINTENANCE OF INTAKE PROTECTION, SEDIMENT CONTROL DEVICE	EACH	22			22	\$ 55.00	\$ 1,210.00	\$ -	\$ -	\$ 1,210.00
99	9070-108	REMOVE AND REINSTALL RETAINING WALL, AS PER PLAN	SF	275			275	\$ 150.00	\$ 41,250.00	\$ -	\$ -	\$ 41,250.00
100	9070-108	REMOVAL OF EXISTING LANDSCAPING, AS PER PLAN	LS	1			1	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
101	9070-108A	MODULAR BLOCK RETAINING WALL	SF	259			259	\$ 55.00	\$ 14,245.00	\$ -	\$ -	\$ 14,245.00
102	2602-0000500	OPEN-THROAT CURB INTAKE SEDIMENT FILTER	LF	18			18	\$ 80.00	\$ 1,440.00	\$ -	\$ -	\$ 1,440.00
103	2602-0000510	MAINTENANCE OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2			2	\$ 55.00	\$ 110.00	\$ -	\$ -	\$ 110.00
104	2602-0000520	REMOVAL OF OPEN-THROAT CURB INTAKE SEDIMENT FILTER	EACH	2			2	\$ 55.00	\$ 110.00	\$ -	\$ -	\$ 110.00
105	2602-0000530	GRATE INTAKE SEDIMENT FILTER BAG	EACH	30			30	\$ 195.00	\$ 5,850.00	\$ -	\$ -	\$ 5,850.00
106	2602-0000540	MAINTENANCE OF GRATE INTAKE SEDIMENT FILTER BAG	EACH	30			30	\$ 55.00	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
107	2602-0000550	REMOVAL OR GRATE INTAKE SEDIMENT FILTER BAG	EACH	30			30	\$ 55.00	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
108	11020-108A	MOBILIZATION	LS	1			1	\$ 350,000.00	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00
109	11030-108A	MAILBOX, REMOVE AND REINSTALL	EACH	31			31	\$ 500.00	\$ 15,500.00	\$ -	\$ -	\$ 15,500.00
110	11050-108A	CONCRETE WASHOUT	LS	1			1	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00

Division 1	Division 2	Division 3	Total
\$ 2,283,266.65	\$ 1,028,502.70	\$ 993,685.00	\$ 4,305,454.35
Contingency (5%)			\$ 215,272.72
<b>Engineer's Estimate of Construction Costs</b>			<b>\$ 4,520,727.07</b>



**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 Danny Laudick and City Council  
**FROM:** Brian Heath, Oper./Maint. Division Manager *BH*  
**DATE:** January 22, 2024  
**SUBJECT:** Cemetery Ordinance and Columbarium Addition

Please find attached for consideration proposed changes to Chapter 17, Division 3. CEMETERY SECTION of the City Ordinance. The proposed modifications include new language and rules for columbarium options along with several language changes that reflect current law and operating procedures for the City's three municipal cemeteries. Additional modifications include relocating several Sections of Division 3 to the Cemetery Regulations document, which is being done to allow better control and communications between the cemetery supervisor, monument contractors and funeral service providers.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

Att.

- CODE OF ORDINANCES  
Chapter 17 - PARKS AND RECREATION  
ARTICLE II. - ARBORIST AND CEMETERY SECTIONS  
DIVISION 3, CEMETERY SECTION

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

AN ORDINANCE ADOPTING A REVISED CEMETERY SECTION OF THE CODE OF ORDINANCES BY REPEALING DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CEMETERY SECTION, CONSISTING OF SECTIONS 17-75 THROUGH 17-98, INCLUSIVE.

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

Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, 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 Division 3, Cemetery Section, consisting of Sections 17-75 through 17-98 is enacted in lieu thereof, as follows:

**DIVISION 3. CEMETERY SECTION**

**Sec. 17-75. Cemetery supervisor appointment; supervision.**

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to, and subject to the direction of, the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

**Commented [KR1]:** Minor wording changes for clarification.

**Sec. 17-76. Duties of cemetery supervisor.**

The supervisor of cemeteries shall:

- (1) Develop and update regulations consistent with this division concerning all municipal cemeteries located in the city. Such regulations are subject to approval by the council and shall be made available to the public.
- (2) See that the cemetery ordinances and regulations are enforced.
- (3) Perform such other duties as are required by ordinances and regulations and as the council and operations and maintenance division manager may direct.
- (4) Do all proper acts necessary to maintain the cemetery grounds in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

**Commented [KR2]:** Significantly reworked to reflect current practice.

**Sec. 17-77. Authority of cemetery supervisor to control location of markers and monuments.**

The supervisor of cemeteries shall control and direct the location of all markers, columbarium and monuments within municipal cemeteries located in the city.

(Code 2017, § 20-108; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR3]:** Significantly reworked to authorize cemetery supervisor to regulate installations.

**Sec. 17-78. Cemeteries renamed.**

The cemetery formerly known as Old Cemetery is hereby named Greenwood Cemetery and the cemetery formerly known as Twelfth Street Cemetery is hereby named Fairview Cemetery.

(Code 2017, § 20-109; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR4]:** No change.

**Sec. 17-79. Applicability of cemetery ordinances and regulations.**

The provisions of this division and the amendments thereto and all other ordinances and regulations of the city relating to Greenwood Cemetery shall, except as otherwise provided, apply to any and all other cemeteries which are owned, operated or controlled by the city.

(Code 2017, § 20-110; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR5]:** Minor wording change for clarification.

**Sec. 17-80. Disposition of monies received by cemetery supervisor.**

All monies received by the cemetery supervisor under the ordinances and regulations of this division shall be paid over to the city clerk within 30 days after the receipt thereof. The clerk shall then deposit such monies with the treasurer.

(Code 2017, § 20-111; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR6]:** Same.

**Sec. 17-81. Burial in cemetery required.**

The remains of all persons, when such remains are buried in the city, except those that are cremated, shall be buried in either Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery or other cemeteries established by the city.

(Code 2017, § 20-112; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR7]:** Same.

**Sec. 17-82. Hours of cemeteries.**

The cemeteries subject to this division shall be open to the public each day from sunrise to sunset, and no person shall enter such cemeteries at any other time without the consent of the cemetery supervisor or public safety services department.

(Code 2017, § 20-113; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR8]:** Same.

**Sec. 17-83. Operation of perpetual care cemeteries.**

Commented [KR9]: Same.

- (a) *Trusteeship.* Pursuant to Iowa Code § 523I.502, the city hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery, and any other cemeteries hereafter established by the city.
- (b) *Establishment of trust fund.* A perpetual trust is hereby established for Greenwood Cemetery, Hillside Cemetery and Fairview Cemetery in accordance with the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than 20 percent of the gross selling price, or \$50.00, whichever is more, for each sale of interment space within each cemetery. The fund shall be administered in accordance with the purposes and provisions of the Iowa Cemetery Act (Iowa Code ch. 523I). The perpetual care cemetery fund shall be maintained separate from all operating funds of the city and the principal of the fund shall not be reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.
- (c) *Sale of interment rights.* The sale or transfer by the city of interment rights for lots and cremains niches in each cemetery subject to the provisions of this division shall be sold at such price as the council may, from time to time, provide by resolution, subject, however, to the provisions of subsection (b) of this section, and shall be evidenced by a certificate of interment rights and agreement evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund, and the balance thereof to be placed in the city's general fund.
- (d) *Perpetual care registry.* The city shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund of the city.

(Code 2017, § 20-114; Ord. No. 2876, § 1, 8-15-2016)

**Sec. 17-84. Interment Rights.**

Commented [KR10]: Former 17-84 was eliminated because it was repetitive of other sections and also referred to assessment of cemetery lots which the City does not do. New 17-84 is completely new because the ordinance did not delineate exactly what interment rights are, which has led to problems over the years.

- (a) *Interment.* A person acquires interment rights upon city approval of an interment agreement, payment of the required fee, and issuance of a certificate of interment rights. Such person shall be considered owner of an interment space with rights to be interred in or to direct interment in the interment space, subject to the ordinances and cemetery regulations of the city. Only those persons whose names appear in the cemetery records of the city shall be recognized as owner.
- (b) *No subdivision.* Interment spaces shall not be subdivided except by consent of the cemetery supervisor.
- (c) *Taxes, assessments.* Interment spaces are exempt from taxation and may not be pledged or otherwise encumbered by the owner.
- (d) *Surviving spouse; heirs.* Rights of interment are presumed to include the surviving spouse of the owner, which rights may not be divested without the written consent of said surviving spouse. For purposes of this subsection a surviving spouse does not include a person divorced from the owner or whose marriage has been annulled as of the date of death of the owner. If there is no surviving spouse at the time of the owner's death, or upon the death of the surviving spouse, indivisible rights of interment shall then pass to heirs at law of the deceased owner in the order of their need, subject to the vested right of interment in the interment space of the deceased owner and surviving spouse. Any heir may waive rights to interment in favor of another heir or heirs by filing a written instrument to that effect with the city clerk.

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(Supp. No. 13)

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- (e) *Joint interment rights.* Where a right of interment is conveyed to two or more persons who are not married, such owners shall be considered as joint tenants with each joint tenant having a vested right of interment. Upon the death of a joint tenant the right of interment vests in all surviving joint tenants, subject to the vested right of interment in the interment space of the deceased joint tenant.
- (f) *Transfer of rights of interment.* Transfer of rights of interment may be made by written instrument filed with the city clerk, and surrender of the owner's certificate of interment rights, subject to approval of the cemetery supervisor. No transfer shall be allowed if there is indebtedness owed to the city from the owner of record of the interment space. An additional interment fee as provided in section 17-83 shall be paid with any transfer, and upon payment of the requisite fee a new certificate of interment rights shall be issued to the new owner. Such transfer of interment rights shall be noted in the perpetual care registry.
- (g) *Termination of interment rights.*
- (1) Interment rights may be surrendered by the owner upon written instrument filed with the city clerk. A refund of the purchase price, without interest, shall be paid to the surrendering owner.
  - (2) Interment rights of an owner shall be deemed terminated upon transfer of such interment rights.
  - (3) Interment rights shall be terminated and shall automatically revert to and vest with the city if an interment space is unoccupied and has not been occupied in the preceding 75 years. Notice of termination shall be provided to the owner of record or the owner's heirs as provided by law.
  - (4) Interment rights to an interment space may be terminated and revert to and vest with the city upon disinterment, unless contrary written notice is provided to the city clerk by an owner, surviving spouse, or heirs within 90 days of such disinterment.

#### **Sec. 17-85. Interments.**

- (a) *Application.*
- (1) An application for interment must be made to the cemetery supervisor in the form specified in the cemetery regulations.
  - (2) An application for interment shall in all cases be accompanied by the fee, to be fixed as provided in section 17-83.
  - (3) No interment shall be allowed without an approved application and payment of the requisite fee.
  - (4) Interment is allowed only in designated interment spaces within municipal cemeteries.
- (b) *Prerequisites to issuance of permit.* The city clerk shall not issue a permit for interment unless sufficient information has been provided to the cemetery supervisor to ensure correct location of interment as well as the method of interment and also to ensure that city standards are met with respect to the burial receptacle or urn.
- (c) *Unauthorized interment prohibited.* The owner of an interment space shall not permit interments to be made therein for remuneration and shall not permit interments to be made except as provided in this division.
- (d) *Interment in interment space of another.* The cemetery supervisor is strictly forbidden to permit the interment of any person in the interment space of someone other than the owner or surviving spouse without the express written permission of the owner or the owner's surviving spouse, or their heirs.
- (e) *Incorrect information.* The city shall not be responsible for any error occurring from the lack of precise and correct instructions on an interment permit application and shall not be responsible for the identity of any deceased person sought to be interred.

(Code 2017, § 20-116; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2876, § 2, 8-15-2016)

**Commented [KR11]:** Substantial changes made to conform to other changes and to reflect current law. Also, much of this section was moved to the regulations.

**Sec. 17-86. Care of cemetery lots.**

No person, other than the owner or the owner's spouse, heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot or niche, and such care shall be subject to cemetery regulations.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

**Commented [KR12]:** Substantial changes were made to again eliminate references to assessments which the City does not do.

**Sec. 17-87. Removal of remains from cemeteries.**

A notice of disinterment shall be filed with the cemetery supervisor prior to disinterment and is subject to the same fees as for interment, except to correct an error by the city. Such notice shall contain information as required by the cemetery supervisor. Disinterment is otherwise subject to state law. The clerk shall maintain a permanent record of disinterments.

(Code 2017, § 20-118; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR13]:** Substantially modified to reflect current state law.

**Sec. 17-88. Cemetery work; license required.**

- (a) *Cemetery work defined.* For purposes of this division, cemetery work means construction, placement, maintenance or repair of a foundation, monument, marker or other structure, or performing engraving, or adding adornments, in a cemetery subject to this division.
- (b) *No cemetery work without a license.* No person shall perform cemetery work without first obtaining a license from the cemetery supervisor and paying the required fee as established by the city council from time to time.
- (c) *Cemetery license application.* The application for a cemetery license shall be in a form prescribed by the cemetery supervisor and shall include information reasonably calculated to determine the appropriateness of granting a license, including but not limited to satisfactory evidence of ability to properly perform cemetery work. The cemetery supervisor shall determine whether a cemetery license shall be issued.

**Commented [KR14]:** New 17-88 is completely new to reflect the new license system.

**Sec. 17-89. Cemetery work bond; insurance.**

- (a) *Bond.* Each applicant for a cemetery license shall file with the city clerk a bond with a surety approved by the cemetery supervisor in the penal sum of \$10,000.00, conditioned that applicant will comply with and observe the terms and conditions of all cemetery ordinances and regulations, and will pay all costs, fines and penalties incurred on account of failure to observe such ordinances and regulations. Further, such bond shall be conditioned on the performance of cemetery work in a good and workmanlike manner.
- (b) *Insurance.* All cemetery licensees shall provide proof of and maintain commercial general liability insurance having a minimum combined single limit of \$1,000,000.00.

**Commented [KR15]:** New 17-89 is completely new to reflect the new license system.

**Sec. 17-90. Revocation of cemetery license.**

**Commented [KR16]:** New 17-90 is completely new to implement the new license system.

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(Supp. No. 13)

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- (a) A cemetery license granted under this division shall be revoked if the cemetery licensee does or allows to be done any of the following:
- (1) Fails to comply with all cemetery ordinances and regulations.
  - (2) Fails to furnish proof of or maintain the bond or insurance required by this division.
  - (3) Fails to provide timely advance notice to the cemetery supervisor or designee of cemetery work as required by this division.
  - (4) Refuses to allow or resists an inspection of cemetery work by any authorized agent of the city.
  - (5) Furnishes false information on the license application or other documents required under this division.
  - (6) Fails to correct defective work or materials after notice by the cemetery supervisor.
  - (7) Fails to pay fees or costs of repair or removal of a defective foundation, monument or marker installed or repaired by the licensee and corrected by the city.
  - (8) Fails to pay for damage done to interment spaces, plots, walks, drives, grounds, trees, shrubs or other cemetery property by a licensee or agent after notice and demand therefore.
- (b) Upon the occurrence of any of the events described in subsection (a) of this section, the city clerk shall provide to the cemetery licensee written notice of revocation of the cemetery license, and the cemetery licensee shall thereupon immediately cease to perform cemetery work.
- (c) The cemetery licensee may appeal revocation of the cemetery license by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. During the pendency of the appeal, the cemetery licensee shall not be allowed to perform cemetery work.
- (d) Upon receipt of the appeal, the city clerk shall notify the chair of the administration committee of the city council of the appeal, and a hearing before the administration committee shall be scheduled within 20 days of the date of the notice of appeal. The cemetery licensee shall be notified in writing of the time and place of hearing on the appeal and shall be afforded an opportunity to present information to the administration committee in support of the appeal. The administration committee shall also consider any information provided by the cemetery supervisor. The administration committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the cemetery license with or without condition. The decision of the administration committee shall be final.

**Sec. 17-91. Notice of cemetery work; inspection; defective work.**

**Commented [KR17]:** Reworked to better define cemetery licensee obligations.

- (a) *Notice of cemetery work.* Before any cemetery work is commenced, a cemetery licensee shall provide the cemetery supervisor at least ten days advance notice.
- (b) *Plans and specifications.* The cemetery supervisor may require written plans and specifications of such cemetery work prior to commencement.
- (c) *Inspection; correcting defective work.* The cemetery supervisor has the right to inspect cemetery work and if the determination is made that cemetery ordinances or regulations are or were not being followed or if the workmanship results in instability or other defect, or if approved plans and specifications were not followed, the cemetery supervisor may order the work to stop until the defect is corrected, which may include removal and reinstallation by the licensee. The actual monument, marker or other adornment intended for installation is also subject to inspection and approval prior to installation.

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(Supp. No. 13)



- (d) *Defect found within one year.* If a marker or monument sinks, tilts or becomes misaligned, or if cemetery work or material is otherwise found to be defective within one year from completion of cemetery work, such defective work or material shall be corrected by the licensee at licensee's cost upon written notice by the cemetery supervisor. Such notice shall specify the nature of the defective work or material.

### Sec. 17-92. Cemetery markers and monuments—Repair or removal of unsightly markers and monuments.

- (a) *Notice to owner.* Following one year after installation, should any monument, marker or other adornment in a cemetery begin leaning, become dilapidated, unsightly or objectionable to the cemetery supervisor, the city clerk shall notify the owner by mail, if the owner's address is known, to make such repairs as may be necessary, or to replace the monument, marker or other adornment, within 30 days from the date of mailing of such notice. At the expiration of such time, if the notice has not been complied with, or if the owner is not known or cannot reasonably be located or ascertained, it shall be the duty of the cemetery supervisor to enter upon and cause such repairs to be made, or such objectionable thing to be removed. The supervisor shall report the cost to the clerk, and the cost of such repair or removal shall be assessed against such owner, if known, or surviving spouse or heirs.
- (b) *Repair by city at owner's request.* At the request of an owner of an interment space, the cemetery supervisor may make needed repairs to any marker or monument and render a bill to the owner for the cost of the repairs. If such bill is not paid within a reasonable time after billing, the city may pursue collection by any lawful means.
- (c) *Vandalism.* The City is not responsible for damage to or defacement of markers, monuments or other adornments, or interment spaces, caused by acts of vandalism. In such case the cemetery supervisor shall notify the owner as provided in this section within sixty days of discovery of such vandalism, and the owner shall be responsible for repair or replacement as also provided in this section.

(Code 2017, § 20-124; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR18]:** Former Sections 17-88, 17-89, 17-90, 17-91, & 17-92 were moved to the regulations. Only clarifying changes were made to new Section 17-92. Also, the Iowa Code now requires that the City specify responsibility for repairing vandalism.

### Sec. 17-93. Columbarium.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
- (1) *Columbarium.* An aboveground structure owned by the city and located in city cemeteries that contains cremains niches.
  - (2) *Niche or cremains niche.* A compartment within a columbarium for the storage of funerary urns that are available to the public for interment as provided in this division.
  - (3) *Funerary Urn.* A container holding the cremated remains of a deceased person.
- (b) *Funerary urn or urn.* A funerary urn shall be of a material and of a size suitable for placement in a niche within a columbarium. Unsuitable funerary urns may be rejected by the cemetery supervisor at the cemetery supervisor's discretion.
- (c) *Niche plate.* Cremains niches shall be enclosed with a niche plate provided by the City and shall be sealed in a manner directed by the cemetery supervisor. No attachments to a niche plate shall be allowed other than standard identifying bronze plaques provided and affixed by the City. However, military medallions may be attached to a niche plate as approved by the cemetery supervisor and affixed by the city.

**Commented [KR19]:** This is a new section to provide for columbarium which will be constructed by the City.

- (d) *Disinurnment*. Removal of cremains from a niche shall be allowed only as provided in section 17-87.
- (e) *Fees*. The fees for interment in a columbarium shall be as provided for in section 17-83. The fees for City-provided niche plates and plaques shall be established by council by resolution from time to time.
- (f) *Inurnment outside a columbarium*. Nothing in this section shall be construed to prevent the burial of a funerary urn in a gravesite or placement of an urn in a monument niche as approved by the cemetery supervisor.

#### **Sec. 17-94. Improvements to cemetery lots.**

No improvements to municipal cemetery lots or grounds shall be made except under the direction of the supervisor of cemeteries.

(Code 2017, § 20-126; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR20]:** Minor changes made for clarification.

#### **Sec. 17-95. Destruction of cemetery property.**

No person shall willfully and without authority destroy, mutilate, deface, injure or remove any of the gravestones or other structures in a cemetery within the limits of the city, or injure or destroy any fence, railing, tree, shrubbery, flower or lawn in such cemetery, or anything belonging to the city, or use such cemetery for any disrespectful or improper purpose whatever. Violation of this section shall be a municipal infraction punishable as provided in section 1-9.

(Code 2017, § 20-129; Ord. No. 2823, § 1, 6-23-2014)

**Commented [KR21]:** Previous sections 17-96 & 17-97 moved to regulations. New Section 17-95 only revised to identify a municipal infraction.

#### **Sec. 17-96. Traffic regulations.**

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

**Commented [KR22]:** No changes. Just renumbered.

**Sec. 17-97. Removal of refuse and litter from cemetery lots.**

**Commented [KR23]:** No changes. Just renumbered.

No refuse or litter shall be left on any cemetery lot subject to the provisions of this division, or placed on the lot of another, or in the streets, nor shall any decayed flowers, shells, or any other unsightly thing be left on any lot for a period longer than three days; otherwise it shall be the duty of the cemetery supervisor to remove such unsightly thing without notice.

(Code 2017, § 20-130; Ord. No. 2823, § 1, 6-23-2014)

**Sec. 17-98. Private mausoleums and crypts.**

**Commented [KR24]:** Minor changes for clarification.

Private mausoleums and crypts are hereby prohibited in the city.

(Code 2017, § 20-132; Ord. No. 2823, § 1, 6-23-2014)

Secs. 17-99—17-132. Reserved.

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

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

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

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

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

\_\_\_\_\_  
Daniel Laudick, Mayor

ATTEST:

\_\_\_\_\_  
Kim Kerr, CMC, City Clerk

# Cedar Falls Cemetery Regulations

## General Provisions

- City cemeteries are open to the public from sunrise to sunset every day.
- Pets must be kept on a leash and remain on roadways in City cemeteries.
- All flowers used for permanently decorating a lot or interment space must be in a vase or container attached to the monument, marker or foundation. All temporary flowers not in an attached vase or container shall be removed within three days after Memorial Day, July 4<sup>th</sup> & Labor Day each year.
- No glass shall be allowed on any interment space or site. No artificial flowers or wire structures shall be placed directly into the ground at an interment space. Shepherd hooks are allowed only if they are installed into the foundation of a monument and maintained in an appropriate manner.
- Christmas wreaths are allowed to be placed at a grave space. Wreaths may be placed no sooner than November 15<sup>th</sup> and must be removed by April 1<sup>st</sup> or will be disposed of without notice.
- No refuse or litter shall be left in any City cemetery, including interment spaces and sites. Any decayed flowers, shells, toys, or any other items left on any interment space or site for a period longer than three days shall be removed and disposed of without notice.
- No tree, vine, shrub or other living thing shall be planted on any cemetery lot, except under the supervision and with the permission of the Cemetery Supervisor or the Operations and Maintenance Division Manager. If planted without such permission, the tree, vine, shrub or other living thing may be removed and disposed of by the Cemetery Supervisor without notice.
- No person shall cut down or remove any trees or shrubs naturally growing in a cemetery without the consent of the Cemetery Supervisor or the Operations and Maintenance Division Manager.
- Cremains may not be scattered or otherwise disposed of in any City cemetery in any manner other than as provided in these Regulations and City ordinances.
- No person shall erect or permit a fence of any kind to remain about any City cemetery lot.
- No person shall place any coping around any City cemetery lot. Coping placed prior to March 25, 1927, shall not be repaired and shall, upon order of the Cemetery Supervisor, be removed when it becomes unsightly or in need of repair.

- No nonhuman remains of any kind shall be allowed to be interred in City cemeteries except in specifically designated areas.
- Any veteran who owns land within the City or who resides within the City may purchase an interment space or spaces for interment of the veteran and the veteran's spouse, if any interment spaces are available.

### **Interment Rights**

- The forms for application for interment rights, transfer of interment rights, and termination of interment rights are attached. All such applications must be accompanied by the fee. See City fee schedule.
- The Cemetery Supervisor or designee shall register all approved applications and forward interment information to the City Clerk to file and preserve in the City records.
- See City ordinances for additional information about interment rights.

### **Interments**

- The form for application for interment is attached.
- An application for interment shall be accompanied by the fee. See City fee schedule.
- For inurement of cremains, an interment application must be made in writing, stating the name, age, and nativity of the deceased, and the number of the cemetery lot if placed in a lot, or identifying information of the columbarium and niche if placed there.
- For traditional coffin burials, an interment application must be made in writing, stating the name, age and nativity of the deceased, the number of the cemetery lot, the place upon the lot where the grave is to be dug and the size of the coffin case.

### **Vaults**

- All interments requiring a grave opening over 42 inches in length shall be in a vault consisting of either:
  - (1) Concrete, stone or metal of good quality; or
  - (2) High density molded twin sheeting polyethylene which has been permanently sealed by heat bonding and which has a minimum freestanding load capacity of 5,000 pounds.

### **Digging of Graves; Duties of Cemetery Officials**

- The Cemetery Supervisor or designee shall dig, open, and close all graves, and shall immediately remove all surplus dirt and other litter from such lot, provided that no grave shall be dug unless the application for interment space has been approved.

- A suitable canvas shall be supplied to the Cemetery Supervisor, who shall spread the canvas over the excavated dirt, screening the grounds from the unsightly appearance of such excavation, and, when requested to do so, the Supervisor shall line the grave and do such other work in and about the premises as the owner may require, for which the Cemetery Supervisor shall make a charge for the actual cost of materials and of the reasonable labor employed in the performance of such work.

### **Cemetery Markers and Monuments**

- For purposes of these Regulations, the term "monument" shall include any stone, marker or other structure on a cemetery lot extending above the natural surface of the ground but shall not include a columbarium owned by the City.
- No monuments or other structures may be placed or installed in any City cemetery except as provided in these Regulations or City ordinances.
- Only one monument shall be allowed per cemetery lot. Such monument may include up to two sealed urn niches as approved by the Cemetery Supervisor.
- No more than three flush markers pertaining to cremation burial shall be allowed per single grave space.
- All monuments shall be placed only at the end of the cemetery lot that is nearest to an adjoining street or alley located within the cemetery. If the monument is placed near an alley located in the cemetery, it shall face said alley; if placed near the street located in the cemetery, it shall face said street with the front edge of the foundation of the monument parallel to the lot lines. All monument foundations must have a minimum of a five-inch border with appropriate frost footings as directed by the Cemetery Supervisor. Both sides of a monument may be fully inscribed.
- All flush markers shall be placed at the end of the lot nearest the adjoining street or alley. If the monument is placed nearest the alley, it shall face the alley; if nearest the street, it shall face the street, with the front edge of the marker parallel to the lot lines. All flush markers shall be set on a five-inch base of 1" compacted crushed stone and shall be set with the natural slope. No concrete or aggregates shall be allowed as a border to a flush marker; only turf grass shall be allowed. Flush markers placed in a grave space where a monument already exists do not require a separate monument and none shall be allowed.

### **Erection and Placement of Monuments and Flush Markers**

- No cemetery work is allowed in City cemeteries except by a cemetery licensee holding a current approved license.
- No cemetery work is allowed without prior notice of at least 7 days to the Cemetery Supervisor. Such notice must be provided in writing and sent to the address listed below.

- Notice of installation of monuments and markers shall include the color, type and size of the memorial or marker, the material, the inscription, and the full name and date of interment.
- The Cemetery Supervisor or designee shall mark the place on the interment space where a memorial or flush marker is to be installed.
- The setting of all monuments and flush markers and all concrete and all other cemetery work shall be under the supervision and subject to the inspection of the Cemetery Supervisor or designee.
- Plans and specifications of cemetery work may be required to be provided in advance and are subject to approval of the Cemetery Supervisor or designee. The actual marker or memorial to be installed is subject to inspection and approval of the Cemetery Supervisor.
- The Cemetery Supervisor may order cemetery work to stop if City ordinances or these Regulations are not being followed, or if cemetery work or materials are defective in the judgment of the Cemetery Supervisor. Correction may include removal and reinstallation.
- Cemetery work may be performed by licensees between the hours of 8:00 am and 2:30 pm, Monday through Friday. No cemetery work may be performed during memorial services in the same cemetery.
- Prior to placement of concrete for any monument base, a form and footing inspection shall be performed by the Cemetery Supervisor or designee. In addition, monuments and markers are subject to inspection by the Cemetery Supervisor or designee prior to placement. Inspections must be scheduled with the Cemetery Supervisor and conducted between the hours of 8:00 a.m. and 2:30 p.m. Monday through Friday.
- Where the use of flush markers is required or allowed, a flush marker measuring 12 inches by 24 inches or 12 inches by 36 inches shall be used for all adult grave spaces. A companion marker 12 inches by 36 inches in size may be used to mark two adult grave spaces, and a marker ten inches by 16 inches in size may be used to mark an infant's grave space. No other sizes of markers shall be permitted. A maximum of three flush markers is allowed for multiple interments in the same lot.
- Monument foundation placement is to be as flush to the grade as possible and to be at least 5" wider than the proposed monument dimensions on all sides.
- Markers must be in proper alignment with surrounding markers.
- A flush marker placed in conjunction with upright marker must be placed 3' from the upright marker. If a 2<sup>nd</sup> flush marker in a single lot is used it must be placed 4' from the first flush marker.
- All flush markers must be installed on a 5" bed of compacted gravel.

- Concrete foundations must be level and finished to grade surface on all sides. (No exposed concrete slag)
- No concrete forms will be allowed to be placed over top of an existing foundation. All concrete forms must be removed from the foundation once concrete is set.
- During excavation all sod and dirt shall be carefully removed with no sod or dirt left on the interment space except the amount needed to fill the space between the monument or marker and the adjacent lawn.
- Upon removal of form boards, sod shall be replaced, or black dirt substituted to backfill around foundation. Dirt must be properly leveled to existing grade.
- All equipment and debris must be immediately removed upon completion of installation, and any adjacent or nearby monuments and markers soiled by the installation must be cleaned by the licensee.
- The cemetery supervisor shall be notified when installation is complete.

### **Flush Marker Material**

- Either granite, marble or United States standard bronze shall be used, and markers of concrete terrazzo, composition materials, white bronze, sandstone, bedford or other soft stones are specifically prohibited.

### **Erection of Monuments or Flush Markers in Specific Cemeteries.**

- No monument or marker shall be erected in Sunnydale Addition to Greenwood Cemetery, nor in block A of Oaklawn Addition to Greenwood Cemetery, which exceeds 48 inches in length or is more than 30 inches in height.
- In Memorial Park Addition to Fairview Cemetery, and in blocks B and C of Oaklawn Addition to Greenwood Cemetery, no monuments shall be erected, and only flush markers shall be permitted.

### **Columbarium**

- Private columbarium are not allowed in municipal cemeteries although up to 4 niches may be integrated into a monument as approved by the Cemetery Supervisor.
- Except for a military medallion, a columbarium shall have no attachments to the niche plates other than a standard name and date plaque. The bronze niche plaque must be provided by the manufacturer of the columbarium through the City.
- The container for cremated remains to be interned shall be of material approved by the City and shall be of a size suitable for the niche (no cardboard boxes) The Cemetery



Supervisor or designee shall have full authority to refuse to accept for inurnment any receptacle deemed unsuitable.

### **Liability for Damages**

- Persons performing cemetery work in City cemeteries are responsible for any damage caused to cemetery grounds, including damage to monuments, columbarium, markers, or other adornments. Such persons shall immediately notify the cemetery supervisor of any such damage. Any repair of such damage is subject to approval of the Cemetery Supervisor.

Contact the Operations & Maintenance Division at (319) 273-8629 for more information.

Cemetery Supervisor contact  
Kevin.Cross@cedarfalls.com  
2200 Technology Parkway  
Cedar Falls, IA 50613



# APPLICATION FOR INTERMENT

Item 38.

Return to: Cemetery Supervisor Kevin Cross  
 2200 Technology Parkway Cedar Falls, IA 50613  
 319-273-8629 [kevin.cross@cedarfalls.com](mailto:kevin.cross@cedarfalls.com)

Burial Permit #: \_\_\_\_\_

**Service Details:**

Day of Week: \_\_\_\_\_ Date: \_\_\_\_\_ Time Graveside: \_\_\_\_\_

Funeral Home: \_\_\_\_\_ Director: \_\_\_\_\_

Phone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 Street City, State Zip

Phone #: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Date/Time Notified: \_\_\_\_\_ Tent: \_\_\_\_\_ Yes \_\_\_\_\_ No

Deceased Name: \_\_\_\_\_ Obituary: \_\_\_\_\_ Yes \_\_\_\_\_ No

Interment Location: \_\_\_\_\_ Cemetery

Space(s) \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Columbarium \_\_\_\_\_ Side \_\_\_\_\_ Row \_\_\_\_\_ Niche No. \_\_\_\_\_

Space Owner: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Burial Vault Type: \_\_\_\_\_ Size: \_\_\_\_\_

Urn Type: \_\_\_\_\_ Urn Only: \_\_\_\_\_

Urn Adornments: \_\_\_\_\_

Funeral Route: \_\_\_\_\_

Additional Services: \_\_\_\_\_

Additional Information: \_\_\_\_\_

**Cemetery Office Use Only:**

Fees	Interment	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____
Other	_____	\$ _____

Approved By: \_\_\_\_\_  
 Representative of Cedar Falls Cemeteries

TOTAL \$ \_\_\_\_\_

\_\_\_\_\_ Date

Number: \_\_\_\_\_



**CITY OF CEDAR FALLS INTERMENT RIGHTS AGREEMENT**

The City of Cedar Falls, Black Hawk County, Iowa, as permanent trustee for the perpetual maintenance of interment spaces in all municipal cemeteries (hereinafter "Cemetery") hereby sells and conveys rights of interment to the undersigned Purchaser, subject to the following terms and conditions:

**Purchaser Information**

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Contact Information (if different than Purchaser)**

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**The interment space(s) described as:**

Cemetery: \_\_\_\_\_

Space(s), Lot(s), Block, Addition: \_\_\_\_\_

for the total price of: \$\_\_\_\_\_. The Cemetery shall set aside and deposit in the Cemetery's perpetual care fund an amount equal to or greater than fifty dollars or twenty percent (20%) of the gross selling price received for each sale of interment rights, whichever is more, and this fund shall be devoted to the care and maintenance of municipal cemeteries. The Perpetual Care Fund is irrevocable, deposits into this fund cannot be withdrawn, and the fund's income shall be used by the Cemetery for care of municipal cemeteries. Perpetual care amount of \$\_\_\_\_\_ is included in the total price noted above.

**Additional terms and conditions:**

1. The interment space(s) is to be used for interment purposes only and the Purchaser's rights are limited by the Cemetery's ordinances and regulations as now existing or as may be amended in the future.
2. This Agreement conveys only a right to be interred in the interment space(s) and in no way is any real estate title conveyed to the Purchaser. Furthermore, only one traditional interment will be permitted in each interment space. With interment of cremains there are multiple options as set forth in Cemetery ordinances and regulations.

- 3. Fees related to interment in the interment space are not included in the payment for rights conveyed in this Agreement and are subject to the Cemetery's service charges and availability. Services subject to such additional fees include opening and closing services which fees are included in the City's fee schedule. Opening and closing fees are subject to change.
- 4. The Cemetery shall use the Purchaser's address for any official notices concerning the interment space. The Purchaser shall notify the Cemetery of any change in address.
- 5. The Cemetery must receive an application for interment prior to any interment. The application must include the name of the deceased, the deceased's birth date, the deceased's date of death, next-of-kin, funeral establishment (if any) and any other required information. If applicable, the funeral home handling the arrangements may provide this information.
- 6. Purchaser has the right to sell and convey rights to the interment space, but any transfer of ownership by will or otherwise will be recognized by the Cemetery only after an appropriate form of transfer and fee is received by the Cemetery. Purchaser is responsible to provide the conditions of interment rights to the subsequent purchaser.
- 7. Until such time as interment space is used, either through a burial, inurnment, or installation of a marker or monument, the Purchaser may substitute other appropriate space(s) located within the municipal cemeteries by paying the difference in cost of the desired space(s) and a transfer fee.
- 8. The Cemetery shall only sell interment rights to developed space(s).
- 9. The terms and conditions described herein are binding upon the Purchaser and the Purchaser's heirs, successors, or assignees, and enforceable only by the Cemetery.
- 10. The purchase price must be paid in full at the time of purchase.
- 11. Once payment has been made, this Agreement is irrevocable.

\_\_\_\_\_  
Purchaser/Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cemetery Representative for the City of Cedar Falls, Iowa

\_\_\_\_\_  
Date

**THIS AGREEMENT IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION WITH INQUIRIES OR COMPLAINTS AT (515) 654-6600. WRITTEN INQUIRIES OR COMPLAINTS SHOULD BE MAILED TO: IOWA SECURITIES AND REGULATED INDUSTRIES BUREAU, 1963 BELL AVENUE, SUITE 100, DES MOINES, IOWA 50315.**



# CEMETERY WORK LICENSE APPLICATION

Item 38.

RETURN TO:

Cemetery Supervisor  
2200 Technology Parkway  
319-273-8600

Kevin Cross  
Cedar Falls, IA 50613  
[kevin.cross@cedarfalls.com](mailto:kevin.cross@cedarfalls.com)

Business Name \_\_\_\_\_ D/B/A or N/A \_\_\_\_\_

Business Address \_\_\_\_\_

Other Location(s) \_\_\_\_\_

Applicant's Name \_\_\_\_\_ E-Mail \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

(if different) \_\_\_\_\_

Number of years engaged in Cemetery work \_\_\_\_\_

Number of years engaged in Cemetery work in Cedar Falls \_\_\_\_\_

Other Cemeteries where work has been performed in last five years \_\_\_\_\_

**The applicant agrees to comply with the City of Cedar Falls Cemetery ordinances and regulations. Failure to do so could result in revocation of license.**

\_\_\_\_\_  
Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

### Cemetery Office Use Only

License Approved \_\_\_\_\_ Denied \_\_\_\_\_

Denial Reason \_\_\_\_\_

Fees Paid (\$) \_\_\_\_\_ Bond Posted \_\_\_\_\_

Certificate of Liability Insurance \_\_\_\_\_

\_\_\_\_\_  
Representative of Cedar Falls Cemeteries Signature \_\_\_\_\_ Date \_\_\_\_\_



# CITY OF CEDAR FALLS CEMETERY WORK LICENSE

License Number: \_\_\_\_\_

Issue Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

This cemetery work license is hereby granted to:

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Licensee must comply with applicable ordinances and regulations of the City of Cedar Falls, Iowa.

Issued By: \_\_\_\_\_

City Clerk: \_\_\_\_\_

Fee	Amount
Cemetery Work License	\$XX.XX
Total	\$XX.XX



# CERTIFICATE OF INTERMENT RIGHTS

Item 38.

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

Original

Replacement

This certifies that the City of Cedar Falls, Iowa, has sold and conveyed interment rights to:

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

as owner of the following interment space(s) located in a municipal cemetery in the City of Cedar Falls, Iowa:

Cemetery: \_\_\_\_\_

Space(s): \_\_\_\_\_

Columbarium: \_\_\_\_\_

Lot(s): \_\_\_\_\_

Side: \_\_\_\_\_

Block: \_\_\_\_\_

Row: \_\_\_\_\_

Section: \_\_\_\_\_

Niche No: \_\_\_\_\_

The total amount paid is \$ \_\_\_\_\_, receipt of which is hereby acknowledged and of which total amount \$ \_\_\_\_\_ is the perpetual care amount, constituting a perpetual trust for the permanent maintenance of such interment space(s) as provided by law.

The interment rights conveyed herein are vested in the Owner(s) and are subject to City of Cedar Falls cemetery ordinances and regulations as well as the laws and regulations of the State of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
City Clerk  
City of Cedar Falls, Iowa



# NOTICE OF CEMETERY WORK

Item 38.

RETURN TO:

Cemetery Supervisor  
2200 Technology Parkway  
319-273-8600

Kevin Cross  
Cedar Falls, IA 50613  
[kevin.cross@cedarfalls.com](mailto:kevin.cross@cedarfalls.com)

Licensee Name \_\_\_\_\_ E-Mail \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_

City of Cedar Falls Cemetery Work License # \_\_\_\_\_  
 General Nature of Cemetery Work to be Performed \_\_\_\_\_

Location of Cemetery Work \_\_\_\_\_ Cemetery \_\_\_\_\_  
 Space(s) \_\_\_\_\_ Columbarium \_\_\_\_\_  
 Lot(s) \_\_\_\_\_ Side \_\_\_\_\_  
 Block \_\_\_\_\_ Row \_\_\_\_\_  
 Section \_\_\_\_\_ Niche No. \_\_\_\_\_  
 Photos Attached  Plans/Specifications Attached

Monument Information	Flush Marker Information
Company _____	Material _____
Type _____	Color _____
Foundation Size _____	Type _____
Color _____	Size _____
Military Marker _____	Military Marker _____
Monument Direction _____	Marker Direction _____
Additional Info _____	

**NOTICE OF CEMETERY WORK MUST BE RECEIVED AT LEAST SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF WORK. CEMETERY WORK MAY BE PERFORMED BETWEEN THE HOURS OF 8:00AM TO 2:30PM, MONDAY THROUGH FRIDAY.**

### Cemetery Office Use Only

Date Location Marked \_\_\_\_\_ Marked By \_\_\_\_\_  
 Date of Inspection \_\_\_\_\_ Inspected By \_\_\_\_\_  
 Inspection Comments \_\_\_\_\_  
 Date Notified of Completion \_\_\_\_\_ Notified By \_\_\_\_\_  
 Date of Approval \_\_\_\_\_ Approved By \_\_\_\_\_

\_\_\_\_\_  
Representative of Cedar Falls Cemeteries





# NOTICE OF DISINTERMENT

Item 38.

Return to: Cemetery Supervisor  
2200 Technology Parkway  
(319) 273- 8679

Kevin Cross  
Cedar Falls, IA 50613  
kevin.cross@cedarfalls.com

Requester Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Cemetery: \_\_\_\_\_ Certificate No: \_\_\_\_\_

Space(s) \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Columbarium \_\_\_\_\_ Side \_\_\_\_\_ Row \_\_\_\_\_ Niche No. \_\_\_\_\_

Space Owner(s): \_\_\_\_\_

E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Anticipated Date of Disinterment: \_\_\_\_\_

Outcome of Disinterment (explain): \_\_\_\_\_

Funeral Director Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

State of Iowa Permit Received: \_\_\_\_\_ Yes \_\_\_\_\_ No Permit #: \_\_\_\_\_

Received by: \_\_\_\_\_

Representative of Cedar Falls Cemeteries

Date



# TERMINATION OF INTERMENT RIGHT Item 38.

Return to: Cemetery Supervisor Kevin Cross  
 2200 Technology Parkway Cedar Falls, IA 50613  
 319-273-8629 [kevin.cross@cedarfalls.com](mailto:kevin.cross@cedarfalls.com)

The undersigned owner(s) hereby terminates all rights, title, and interest to and in the following interment space(s) located in a municipal cemetery in Cedar Falls, Iowa.

Cemetery: \_\_\_\_\_

Space(s)	_____	Columbarium	_____
Lot	_____	Side	_____
Block	_____	Row	_____
Section	_____	Niche No.	_____

The undersigned owner(s) hereby surrenders Certificate of Interment Rights No. \_\_\_\_\_ and requests that the permanent cemetery records of The City of Cedar Falls reflect this action.

Dated: \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
                     Day of Week                      Day                      Month                      Year

Owner Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

If representative of owner:  
 Representative Name: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Relation to Owner: \_\_\_\_\_

Certificate: \_\_\_\_\_ Returned                      \_\_\_\_\_ Unavailable

Received By: \_\_\_\_\_  
                     Representative of Cedar Falls Cemeteries                      Date



# TRANSFER OF CERTIFICATE OF INTERMENT RIGHTS AND ACCEPTANCE

Item 38.

Return to:

Cemetery Supervisor  
2200 Technology Parkway  
319-273-8629

Kevin Cross  
Cedar Falls, IA 50613  
kevin.cross@cedarfalls.com

For consideration received, the undersigned owner(s) hereby transfers and conveys all rights, title, and interest in and to the following interment space(s) located in a municipal cemetery located in Cedar Falls, Iowa:

Cemetery: \_\_\_\_\_

Space(s) \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Section \_\_\_\_\_

Columbarium \_\_\_\_\_ Side \_\_\_\_\_ Row \_\_\_\_\_ Niche No. \_\_\_\_\_

The undersigned owner(s) hereby surrenders the Certificate of Interment Rights No. \_\_\_\_\_ and requests that the permanent cemetery records of the City of Cedar Falls Reflect this transfer.

Owner Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Signature(s): \_\_\_\_\_

Representative: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Certificate Returned: \_\_\_\_\_ Yes \_\_\_\_\_ Unavailable

The undersigned buyer(s) hereby accepts transfer and conveyance of the Interment Rights described herein.

Buyer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Signature(s): \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### Cemetery Office Use Only

Transfer Fee Amount Paid: \_\_\_\_\_

Interment Rights Agreement Date: \_\_\_\_\_

NEW Certificate of Interment Rights No: \_\_\_\_\_

Received by: \_\_\_\_\_

Representative of Cedar Falls Cemeteries

Date \_\_\_\_\_

**DEPARTMENT OF PUBLIC WORKS**

City of Cedar Falls  
220 Clay Street  
Cedar Falls, Iowa 50613  
Phone: 319-268-5161  
Fax: 319-268-5197  
[www.cedarfalls.com](http://www.cedarfalls.com)

**MEMORANDUM**  
***Engineering Division***

**TO:** Honorable Mayor Daniel Laudick and City Council

**FROM:** Matthew Tolan, EI, Civil Engineer II

**DATE:** February 5, 2024

**SUBJECT:** Updates to City Code Section 23-300  
Lawful Speed Limits Established  
W 27<sup>th</sup> Street

The newly designed and constructed portion of W 27<sup>th</sup> Street between Hudson and Union Road near the new high school has been completed. The intended speed limit through the updated corridor has been adjusted with the new roundabouts. The adjustments will shift to a 25mph zone from Hudson Road to Greenhill road, a 35mph zone from Greenhill road to the westerly high school roundabout, and the existing corridor West of the high school will remain as currently posted at 45 mph.

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 corridor from Hudson Road to the west City limits.

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

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

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON 27<sup>TH</sup> STREET AS 25 MILES PER HOUR FROM HUDSON ROAD WEST 2,700 FEET AND AS 35 MILES PER HOUR FROM 2,700 FEET WEST OF HUDSON ROAD TO 4,700 FEET WEST OF HUDSON ROAD AND AS 45 MILES PER HOUR FROM 4,700 FEET WEST OF HUDSON ROAD TO THE WEST 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 REPEALING SUBSECTION 8(A), AND ENACTING A NEW SUBSECTION 8(A) IN LIEU THEREOF; AND REPEALING SUBSECTION 10(C) AND ENACTING A NEW SUBSECTION 10(C) IN LIEU THEREOF; AND REPEALING SUBSECTION 12(E) AND ENACTING A NEW SUBSECTION 12(E) IN LIEU THEREOF.

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

*Section 1.* Subsection 8(a) and Subsection 10(c) and Subsection 12(e) 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 amended by repealing said Subsections in their entirety and enacting in lieu thereof new Subsections 8(a) and 10(c) and 12(e), 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]

- a. 27<sup>th</sup> Street (west), from its intersection with Hudson Road west a distance of 2,700 feet.

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- c. 27<sup>th</sup> Street (West), from a point 2,700 feet west of Hudson Road west to a point 4,700 feet west of Hudson Road.

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- e. 27<sup>th</sup> Street (West), from a point 4,700 feet west of Hudson Road west to the west City limits.

[unchanged provisions omitted]

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

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

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

PASSED 3<sup>rd</sup> 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~~ 2,700 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 north to a point 200 feet north of its intersection with Lantz Avenue.
  - 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~~2,700 feet west of Hudson Road west to a point ~~4,000~~4,700 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, and from a point 200 feet north of its intersection with Lantz Avenue 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~~4,700 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)

DAILY INVOICES FOR 02/05/24 COUNCIL MEETING

Item 40.

PREPARED 01/30/2024, 9:08:26  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1  
 ACCOUNTING PERIOD 07/2024

GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1008-441.83-06						TRANSPORTATION&EDUCATION / EDUCATION				
1238		07/24 AP		01/22/24	0399607	IOWA STATE UNIVERSITY	96.00			01/24/24
		REG:MPI				CLASSES-K.STEVENS				
						ONLINE				
1224		07/24 AP		01/18/24	0399597	IOWA STATE UNIVERSITY	128.00			01/22/24
		REG:MPI				CLASSES-BREITBACH				
						ONLINE				
1183		07/24 AP		01/03/24	0399563	IOWA STATE UNIVERSITY	176.00			01/12/24
		REG:MPI				CLASSES-K.THOMAS				
						ONLINE				
						ACCOUNT TOTAL	400.00	.00		400.00
101-1038-441.81-32 PROFESSIONAL SERVICES / TUITION ASSISTANCE										
1249		07/24 AP		01/17/24	0399616	SMITH JR, TIMOTHY B	2,349.00			01/26/24
						TUITION REIMBURSEMENT				
						LDG.COMPL.CHANGE;PUBL.FIN				
1183		07/24 AP		01/03/24	0399555	BRUGGEMAN, KALEB	3,163.13			01/12/24
						TUITION REIMBURSEMENT				
						CRIM.JUSTICE UNDERGRAD				
						ACCOUNT TOTAL	5,512.13	.00		5,512.13
101-1060-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1206		07/24 AP		01/17/24	0399583	BLACKFORD, MEGAN	351.44			01/18/24
						RMB:HOTEL-LIBRARY CONF.				
						ST. LOUIS, MO				
						ACCOUNT TOTAL	351.44	.00		351.44
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1206		07/24 AP		12/15/23	0399589	NALL, LIA	150.00			01/18/24
						POETRY OUT LOUD STIPEND				
						JUDGE				
1206		07/24 AP		12/15/23	0399591	THILL, SETH	150.00			01/18/24
						POETRY OUT LOUD STIPEND				
						JUDGE				
1206		07/24 AP		12/15/23	0399580	ALI, VINCENT	150.00			01/18/24
						POETRY OUT LOUD STIPEND				
						JUDGE				
						ACCOUNT TOTAL	450.00	.00		450.00
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
1224		07/24 AP		01/19/24	0399592	BLACK HAWK CO.RECORDER	42.00			01/22/24
						RCD:RESOLUTION #23,466				
1224		07/24 AP		01/19/24	0399592	BLACK HAWK CO.RECORDER	12.00			01/22/24
						RCD:RESOLUTION #23,467				
1224		07/24 AP		01/19/24	0399592	BLACK HAWK CO.RECORDER	52.00			01/22/24
						RCD:NTC.FNL.ASSESS.PROC.				
						LORAIN ACQ.-807 CLAY ST,				
1188		07/24 AP		01/11/24	0399568	BLACK HAWK CO.RECORDER	17.00			01/16/24
						RCD:RESOLUTION #23,365				
1188		07/24 AP		01/11/24	0399568	BLACK HAWK CO.RECORDER	22.00			01/16/24
						RCD:RESOLUTION #23,369				
1188		07/24 AP		01/11/24	0399568	BLACK HAWK CO.RECORDER	32.00			01/16/24

PREPARED 01/30/2024, 9:08:26  
 PROGRAM GM360L  
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2  
 ACCOUNTING PERIOD 07/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES						continued			
1188				07/24	AP 01/11/24 0399568	BLACK HAWK CO.RECORDER	17.00		01/16/24
						RCD:MIN.ASSESS.AGREEMENT MCDONALD CONST.&REMOD.LLC			
1155				07/24	AP 01/09/24 0399551	BLACK HAWK CO.RECORDER	7.00		01/10/24
						RCD:MEMO.AGRMT.-PRIV.DEV. MCDONALD CONST.&REMOD.LLC			
1155				07/24	AP 01/09/24 0399551	BLACK HAWK CO.RECORDER	7.00		01/10/24
						RCD:LIEN RELEASE J.HOOVER-3120 HOMEWAY DR.			
1155				07/24	AP 01/09/24 0399551	BLACK HAWK CO.RECORDER	7.00		01/10/24
						RCD:LIEN RELEASE R.WALKER-2208 COVENTRY LN			
1155				07/24	AP 01/09/24 0399551	BLACK HAWK CO.RECORDER	7.00		01/10/24
						RCD:LIEN RELEASE A.THOMAS-210 W. 22ND ST.			
1155				07/24	AP 01/08/24 0399550	BLACK HAWK CO.RECORDER	10.00		01/10/24
						RCD:DEED W/OUT WARRANTY CEDAR FALLS PARTNERS			
1155				07/24	AP 01/08/24 0399549	BLACK HAWK CO.RECORDER	12.00		01/10/24
						RCD:RESOLUTION #23,447			
1155				07/24	AP 01/08/24 0399549	BLACK HAWK CO.RECORDER	17.00		01/10/24
						RCD:WARRANTY DEED M.HAGEMAN-523 W. 1ST ST.			
1155				07/24	AP 01/08/24 0399549	BLACK HAWK CO.RECORDER	5.00		01/10/24
						RCD:DEED FEE M.HAGEMAN-523 W. 1ST ST.			
1155				07/24	AP 01/08/24 0399549	BLACK HAWK CO.RECORDER	52.00		01/10/24
						RCD:NTC.FNL.ASSESS.PROC. CV COMM.-925 W.22ND ST.			
						ACCOUNT TOTAL	311.00	.00	311.00
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									
1249				07/24	AP 01/10/24 0399614	CEDAR FALLS UTILITIES	107.69		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	107.69	.00	107.69
101-1199-441.89-14 MISCELLANEOUS SERVICES / REFUNDS									
1224				07/24	AP 01/19/24 0399594	CV PROPERTIES, LLC	57.00		01/22/24
						REFUND-RECORDING FEES CODE ENF.-724 W. 1ST ST.			
1224				07/24	AP 01/19/24 0399595	CV PROPERTIES, LLC	57.00		01/22/24
						REFUND-RECORDING FEES CODE ENF.-119 TREMONT ST.			
						ACCOUNT TOTAL	114.00	.00	114.00
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND									
1183				07/24	AP 01/10/24 0399557	CEDAR FALLS MUNICIPAL BAND	155.44		01/12/24
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	155.44	.00	155.44
101-2253-423.85-01 UTILITIES / UTILITIES									
1249				07/24	AP 01/10/24 0399614	CEDAR FALLS UTILITIES	4,498.98		01/26/24
						UTILITIES THRU 01/10/24			

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 101 GENERAL FUND									
101-2253-423.85-01 UTILITIES / UTILITIES						continued			
ACCOUNT TOTAL						4,498.98	.00	4,498.98	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	903.90		01/26/24
UTILITIES THRU 01/10/24									
ACCOUNT TOTAL						903.90	.00	903.90	
101-2280-423.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	888.20		01/26/24
UTILITIES THRU 01/10/24									
ACCOUNT TOTAL						888.20	.00	888.20	
101-4511-414.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	1,441.69		01/26/24
UTILITIES THRU 01/10/24									
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	2,715.49		01/12/24
UTILITIES THRU 12/25/23									
ACCOUNT TOTAL						4,157.18	.00	4,157.18	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	169.72		01/26/24
UTILITIES THRU 01/10/24									
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	37.54		01/12/24
UTILITIES THRU 12/25/23									
ACCOUNT TOTAL						207.26	.00	207.26	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1224		07/24	AP	01/12/24	0399593	CARMAN, GAVIN	104.23		01/22/24
RMB:MEALS-PUBL.RELATIONS						JOHNSTON			
1238		07/24	AP	01/11/24	0399606	HAISET, CHRIS	19.79		01/24/24
RMB:FUEL-NCIC CERTIFICAT.						DES MOINES			
ACCOUNT TOTAL						124.02	.00	124.02	
101-5521-415.85-01 UTILITIES / UTILITIES									
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	2,258.45		01/12/24
UTILITIES THRU 12/25/23									
ACCOUNT TOTAL						2,258.45	.00	2,258.45	

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									POST DT
FUND 101 GENERAL FUND									
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	107.05		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	107.05	.00	107.05
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1206		07/24	AP	01/15/24	0399582	BERTE, CRAIG	149.80		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	01/07/24	0399581	BELZ, MATTHEW	35.31		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	01/05/24	0399587	HOWARD, MARK A.	107.00		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	01/05/24	0399587	HOWARD, MARK A.	80.25		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	01/04/24	0399588	MCNAMARA, SHEA	29.96		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	12/17/23	0399585	FERGUSON, CLINTON	127.20		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	12/14/23	0399586	FEY, THOMAS	111.63		01/18/24
						RMB:UNIFORM ALLOWANCE			
1206		07/24	AP	12/11/23	0399590	SCHREIBER, KURT	41.98		01/18/24
						RMB:UNIFORM ALLOWANCE			
						AMAZON.COM			
						ACCOUNT TOTAL	683.13	.00	683.13
101-6613-433.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	590.27		01/26/24
						UTILITIES THRU 01/10/24			
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	263.98		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	854.25	.00	854.25
101-6616-446.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	6,107.32		01/26/24
						UTILITIES THRU 01/10/24			
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	818.14		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	6,925.46	.00	6,925.46
101-6623-423.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	1,401.87		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	1,401.87	.00	1,401.87

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									POST DT
FUND 101 GENERAL FUND									
101-6625-432.81-44						PROFESSIONAL SERVICES / USGS RIVER GAUGE			
1155		07/24	AP	01/01/24	0399552	CENTURYLINK	63.68		01/10/24
						CEDAR RIVER GAUGE-DEC'23			
						ACCOUNT TOTAL	63.68	.00	63.68
101-6625-432.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1188		07/24	AP	01/11/24	0399577	FOULK, BRAD	9.58		01/16/24
						RMB:MEAL-SOIL TECH.RECERT CEDAR RAPIDS			
						ACCOUNT TOTAL	9.58	.00	9.58
101-6633-423.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	2,235.05		01/26/24
						UTILITIES THRU 01/10/24			
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	725.82		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	2,960.87	.00	2,960.87
						FUND TOTAL	33,445.58	.00	33,445.58
FUND 203 TAX INCREMENT FINANCING									
203-0000-487.50-05						TRANSFERS OUT / TRANSFERS - TIF			
1183		07/24	AP	01/10/24	0399559	DEBT SERVICE	7,243.89		01/12/24
						PROPERTY TAX PAYMENT			
1183		07/24	AP	01/10/24	0399556	CAPITAL PROJECTS FUND	13,425.32		01/12/24
						PROPERTY TAX PAYMENT			
1183		07/24	AP	01/10/24	0399556	CAPITAL PROJECTS FUND	66.48		01/12/24
						PROPERTY TAX PAYMENT			
1183		07/24	AP	01/10/24	0399556	CAPITAL PROJECTS FUND	12,684.88		01/12/24
						PROPERTY TAX PAYMENT			
1183		07/24	AP	01/10/24	0399556	CAPITAL PROJECTS FUND	14.03		01/12/24
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	33,434.60	.00	33,434.60
						FUND TOTAL	33,434.60	.00	33,434.60

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL			
1249		07/24 AP		01/10/24	0399614	CEDAR FALLS UTILITIES	139.63		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	139.63	.00	139.63
206-6637-436.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1155		07/24 AP		01/08/24	0399553	IOWA DEPT-TRANSPORTATION	120.00		01/10/24
						SOIL TECH.RECERT-ERICKSON CEDAR RAPIDS			
						ACCOUNT TOTAL	120.00	.00	120.00
206-6637-436.85-01 UTILITIES / UTILITIES									
1249		07/24 AP		01/10/24	0399614	CEDAR FALLS UTILITIES	888.07		01/26/24
						UTILITIES THRU 01/10/24			
1183		07/24 AP		12/25/23	0399558	CEDAR FALLS UTILITIES	2,639.78		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	3,527.85	.00	3,527.85
206-6647-436.85-01 UTILITIES / UTILITIES									
1249		07/24 AP		01/10/24	0399614	CEDAR FALLS UTILITIES	1,031.15		01/26/24
						UTILITIES THRU 01/10/24			
1183		07/24 AP		12/25/23	0399558	CEDAR FALLS UTILITIES	2,253.76		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	3,284.91	.00	3,284.91
						FUND TOTAL	7,072.39	.00	7,072.39
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45						CAPITAL PROJECTS / MAIN STREET RECONSTRUCT			
1188		07/24 AP		01/12/24	0399569	BLACK HAWK CO.SHERIFF	282.03		01/16/24
						3283-MAIN ST.RECONSTRUCT. SHERIFF CONDEMNATION COST			
						PROJECT#: 023283			
1188		07/24 AP		01/12/24	0399570	BLACK HAWK CO.SHERIFF	1,240.61		01/16/24
						3283-MAIN ST.RECONSTRUCT. SHERIFF CONDEMNATION COST			
						PROJECT#: 023283			
1188		07/24 AP		01/12/24	0399571	BLACK HAWK CO.SHERIFF	281.37		01/16/24
						3283-MAIN ST.RECONSTRUCT. SHERIFF CONDEMNATION COST			



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									POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT						continued			
PROJECT#: 023283									
1188		07/24 AP	01/12/24	0399572		BLACK HAWK CO.SHERIFF	1,243.89		01/16/24
						SHERIFF CONDEMNATION COST			
PROJECT#: 023283									
1188		07/24 AP	01/12/24	0399573		BLACK HAWK CO.SHERIFF	281.37		01/16/24
						SHERIFF CONDEMNATION COST			
PROJECT#: 023283									
1188		07/24 AP	01/12/24	0399574		BLACK HAWK CO.SHERIFF	1,266.82		01/16/24
						SHERIFF CONDEMNATION COST			
PROJECT#: 023283									
1188		07/24 AP	01/12/24	0399575		BLACK HAWK CO.SHERIFF	282.03		01/16/24
						SHERIFF CONDEMNATION COST			
PROJECT#: 023283									
1188		07/24 AP	01/12/24	0399576		BLACK HAWK CO.SHERIFF	1,254.37		01/16/24
						SHERIFF CONDEMNATION COST			
PROJECT#: 023283									
ACCOUNT TOTAL							6,132.49	.00	6,132.49
FUND TOTAL							6,132.49	.00	6,132.49
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1238		07/24 AP	01/23/24	0399605		DEWITT, JASON	170.00		01/24/24
						UNI MEN'S BB-EVANSVILLE			
PROJECT#: 756									
1238		07/24 AP	01/23/24	0399611		SURMA, JOSEPH EDWARD	170.00		01/24/24
						UNI MEN'S BB-EVANSVILLE			
PROJECT#: 756									
1238		07/24 AP	01/23/24	0399610		STOW, CHRISTIAN	170.00		01/24/24
						UNI MEN'S BB-EVANSVILLE			
PROJECT#: 756									
1238		07/24 AP	01/23/24	0399612		WALTERS, CLAYTON	170.00		01/24/24
						UNI MEN'S BB-EVANSVILLE			
PROJECT#: 756									
1238		07/24 AP	01/22/24	0399613		WILLIAMS, BRETT L	100.00		01/24/24
						CF GIRLS WRESTLING			
PROJECT#: 759									
1238		07/24 AP	01/22/24	0399608		LONGNECKER, JEREMIAH	100.00		01/24/24
						CF GIRLS WRESTLING			
PROJECT#: 759									
1238		07/24 AP	01/22/24	0399605		DEWITT, JASON	100.00		01/24/24
						CF GIRLS WRESTLING			
PROJECT#: 759									
1224		07/24 AP	01/20/24	0399601		SIMPSON, MARK	125.00		01/22/24
						CF GIRLS BB-IC WEST			
PROJECT#: 759									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued			
1224		07/24	AP	01/20/24	0399604	WILLIAMS, BRETT L ANNOUNCER	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/20/24	0399600	OLSEN, DANIEL P CAMERA OPERATOR	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/19/24	0399596	DEWITT, JASON CAMERA OPERATOR	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/19/24	0399603	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/19/24	0399602	STOW, CHRISTIAN CAMERA OPERATOR	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/19/24	0399598	KRESS, AGNES M CAMERA OPERATOR	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/19/24	0399599	LONGNECKER, JEREMIAH ANNOUNCER	100.00		01/22/24
PROJECT#: 759									
1224		07/24	AP	01/19/24	0399601	SIMPSON, MARK ANNOUNCER	125.00		01/22/24
PROJECT#: 759									
1183		07/24	AP	01/10/24	0399560	DEWITT, JASON CAMERA OPERATOR	170.00		01/12/24
PROJECT#: 756									
1183		07/24	AP	01/10/24	0399566	SURMA, JOSEPH EDWARD CAMERA OPERATOR	170.00		01/12/24
PROJECT#: 756									
1183		07/24	AP	01/10/24	0399565	STOW, CHRISTIAN CAMERA OPERATOR	170.00		01/12/24
PROJECT#: 756									
1183		07/24	AP	01/10/24	0399567	WALTERS, CLAYTON CAMERA OPERATOR	170.00		01/12/24
PROJECT#: 756									
1183		07/24	AP	01/10/24	0399564	KRESS, AGNES M CAMERA OPERATOR	120.00		01/12/24
PROJECT#: 756									
ACCOUNT TOTAL							2,730.00	.00	2,730.00
FUND TOTAL							2,730.00	.00	2,730.00

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								POST DT	
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FUND 258 PARKING FUND									
258-5531-435.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE			
1249		07/24 AP		01/10/24	0399614	CEDAR FALLS UTILITIES	15.90		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	15.90	.00	15.90
						FUND TOTAL	15.90	.00	15.90
FUND 261 TOURISM & VISITORS									
261-2291-423.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1206		07/24 AP		12/31/23	0399584	BOLANDER, ADAM	43.16		01/18/24
						RMB:MILEAGE-7/6-12/15/23			
						ACCOUNT TOTAL	43.16	.00	43.16
261-2291-423.85-01						UTILITIES / UTILITIES			
1183		07/24 AP		12/25/23	0399558	CEDAR FALLS UTILITIES	1,044.34		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	1,044.34	.00	1,044.34
						FUND TOTAL	1,087.50	.00	1,087.50
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01						UTILITIES / UTILITIES			
1249		07/24 AP		01/10/24	0399614	CEDAR FALLS UTILITIES	121.00		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	121.00	.00	121.00
						FUND TOTAL	121.00	.00	121.00
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									

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 297	REC	FACILITIES				CAPITAL			
FUND 298	HEARST	CAPITAL							
FUND 311	DEBT	SERVICE				FUND			
FUND 402	WASHINGTON	PARK				FUND			
FUND 404	FEMA								
FUND 405	FLOOD	RESERVE				FUND			
FUND 407	VISION	IOWA				PROJECT			
FUND 408	STREET	IMPROVEMENT				FUND			
FUND 410	CORONAVIRUS	LOCAL				RELIEF			
FUND 430	2004	TIF				BOND			
430-1220-431.91-10	LAND	/				INDUSTRIAL PARK LAND ACQ			
1249	07/24	AP		01/10/24	0399614	CEDAR FALLS UTILITIES	35.57		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	35.57	.00	35.57
						FUND TOTAL	35.57	.00	35.57
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							
443-1220-431.94-23	CAPITAL	PROJECTS				/ PROPERTY BUYOUTS			
1249	07/24	AP		01/10/24	0399614	CEDAR FALLS UTILITIES	165.79		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	165.79	.00	165.79
443-1220-431.94-33	CAPITAL	PROJECTS				/ PROPERTY ACQUISITION			
1249	07/24	AP		01/10/24	0399614	CEDAR FALLS UTILITIES	218.87		01/26/24
						UTILITIES THRU 01/10/24			
						ACCOUNT TOTAL	218.87	.00	218.87
						FUND TOTAL	384.66	.00	384.66

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GROUP	PO	ACCTG	---TRANSACTION---				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									
FUND 544 2008 SEWER BONDS									
FUND 545 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									
551-6685-436.85-01 UTILITIES / UTILITIES									
1249		07/24	AP	01/10/24	0399614	CEDAR FALLS UTILITIES	1,561.45		01/26/24
						UTILITIES THRU 01/10/24			
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	2,639.78		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	4,201.23	.00	4,201.23
551-6685-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING									
1183		07/24	AP	12/25/23	0399558	CEDAR FALLS UTILITIES	6,603.33		01/12/24
						UTILITIES THRU 12/25/23			
						ACCOUNT TOTAL	6,603.33	.00	6,603.33
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1155		07/24	AP	12/31/23	0399548	BLACK HAWK CO.LANDFILL	18,505.48		01/10/24
						LANDFILL SRV:12/16-12/31			
						12/16-12/31/23			
						ACCOUNT TOTAL	18,505.48	.00	18,505.48
551-6685-436.93-01 EQUIPMENT / EQUIPMENT									
1183		07/24	AP	01/05/24	0399562	INTCO INTERNATIONAL CO, LIMIT	26,500.00		01/12/24
						2ND PMT. FOAM DENSIFIER			
						PO#56868;CC APPROVED 6/5			
						ACCOUNT TOTAL	26,500.00	.00	26,500.00
						FUND TOTAL	55,810.04	.00	55,810.04

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.85-01 UTILITIES / UTILITIES								
1249		07/24	AP	01/10/24	0399614	11,005.28		01/26/24
				UTILITIES THRU 01/10/24				
1249		07/24	AP	01/10/24	0399614	11,846.59		01/26/24
				UTILITIES THRU 01/10/24				
1183		07/24	AP	12/25/23	0399558	4,014.96		01/12/24
				UTILITIES THRU 12/25/23				
				ACCOUNT TOTAL		26,866.83	.00	26,866.83
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
1155		07/24	AP	12/31/23	0399548	43.00		01/10/24
				LANDFILL SRV:12/16-12/31				
				12/16-12/31/23				
				ACCOUNT TOTAL		43.00	.00	43.00
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING								
1183		07/24	AP	12/25/23	0399558	6,603.33		01/12/24
				UTILITIES THRU 12/25/23				
				ACCOUNT TOTAL		6,603.33	.00	6,603.33
				FUND TOTAL		33,513.16	.00	33,513.16
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.85-01 UTILITIES / UTILITIES								
1249		07/24	AP	01/10/24	0399614	47.25		01/26/24
				UTILITIES THRU 01/10/24				
				ACCOUNT TOTAL		47.25	.00	47.25
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING								
1183		07/24	AP	12/25/23	0399558	6,603.32		01/12/24
				UTILITIES THRU 12/25/23				
				ACCOUNT TOTAL		6,603.32	.00	6,603.32
				FUND TOTAL		6,650.57	.00	6,650.57

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GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES									
1249		07/24	AP	01/10/24	0399615	CEDAR FALLS UTILITIES	10.00		01/26/24
						LIBRARY DOMAIN NAME			
						STATIC IP ADDRESS			
						ACCOUNT TOTAL	10.00	.00	10.00
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT									
1155		07/24	AP	01/01/24	0399552	CENTURYLINK	64.68		01/10/24
						CITY PHONE SERV.-JAN'24			
						ACCOUNT TOTAL	64.68	.00	64.68
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS									
1249		07/24	AP	01/10/24	0399615	CEDAR FALLS UTILITIES	3,320.00		01/26/24
						FIBER POINT:12/11/23-1/10			
						12/11/23-1/10/24			
						ACCOUNT TOTAL	3,320.00	.00	3,320.00
						FUND TOTAL	3,394.68	.00	3,394.68
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
1238		07/24	AP	01/23/24	0399609	MANNING, KIM	1,649.00		01/24/24
						RMB:MAY-FEB'24 HEALTH SEV			
						MEDICARE PREMIUMS			
1238		07/24	AP	01/23/24	0399609	MANNING, KIM	727.88		01/24/24
						RMB:MAY-DEC'23 HEALTH SEV			
						MEDICARE SUPPLEMENTS			
1238		07/24	AP	01/23/24	0399609	MANNING, KIM	121.10		01/24/24
						RMB:MAY-OCT'23 HEALTH SEV			
						PRESCRIPTION;+DEC.2023			
1188		07/24	AP	01/15/24	0399579	REGENOLD, SHARON K.	266.40		01/16/24
						RMB:DEC.2023 HEALTH SEV.			
1155		07/24	AP	01/08/24	0399547	ANDERSON, ALETA L.	243.00		01/10/24
						RMB:DEC.2023 HEALTH SEV.			
						MEDICARE-ALETA			
1155		07/24	AP	01/08/24	0399547	ANDERSON, ALETA L.	243.00		01/10/24
						RMB:DEC.2023 HEALTH SEV.			
						MEDICARE-RICHARD			
1188		07/24	AP	01/08/24	0399578	LORENZEN, RANDALL	3,116.40		01/16/24
						RMB:JAN-DEC'24 HEALTH SEV			
						MEDICARE SUPPL.-RANDALL			
1188		07/24	AP	01/08/24	0399578	LORENZEN, RANDALL	1,837.20		01/16/24
						RMB:JAN-DEC'24 HEALTH SEV			
						MEDICARE SUPPL.-PATRICIA			
1155		07/24	AP	01/05/24	0399554	JEHLE, STEVEN	989.40		01/10/24
						RMB:JUL-DEC'23 HEALTH SEV			
						MEDICARE			
1155		07/24	AP	01/05/24	0399554	JEHLE, STEVEN	997.62		01/10/24
						RMB:JUL-DEC'23 HEALTH SEV			
						MEDICARE SUPPLEMENT			
1155		07/24	AP	01/05/24	0399554	JEHLE, STEVEN	169.80		01/10/24
						RMB:JUL-DEC'23 HEALTH SEV			
						PRESCRIPTION			

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE
								POST DT
FUND 681 HEALTH SEVERANCE								
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS						continued		
ACCOUNT TOTAL						10,360.80	.00	10,360.80
FUND TOTAL						10,360.80	.00	10,360.80
FUND 682 HEALTH INSURANCE - FIRE								
FUND 685 VEHICLE MAINTENANCE FUND								
FUND 686 PAYROLL FUND								
FUND 687 WORKERS COMPENSATION FUND								
FUND 688 LTD INSURANCE FUND								
FUND 689 LIABILITY INSURANCE FUND								
FUND 724 TRUST & AGENCY								
724-0000-487.50-01 TRANSFERS OUT / TRANSFERS TO GENERAL FUND								
1183 07/24 AP 01/10/24 0399561 GENERAL FUND						8,400.58		01/12/24
PROPERTY TAX PAYMENT								
ACCOUNT TOTAL						8,400.58	.00	8,400.58
FUND TOTAL						8,400.58	.00	8,400.58
FUND 727 GREENWOOD CEMETERY P-CARE								
FUND 728 FAIRVIEW CEMETERY P-CARE								
FUND 729 HILLSIDE CEMETERY P-CARE								
FUND 790 FLOOD LEVY								
GRAND TOTAL						202,589.52	.00	202,589.52



# COUNCIL INVOICES FOR 02/05/24 MEETING

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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											
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	13.77		01/30/24	
							YELLOW LEGAL & 5X8 PADS				
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	15.18		01/30/24	
							COPY PAPER				
1190		08/24 AP	01/16/24	0000000			KIRK GROSS COMPANY	52.50		01/30/24	
							NAME PLATE-K THOMAS				
1228		08/24 AP	01/16/24	0000000			DES MOINES STAMP MFG. CO.	29.50		01/30/24	
							COSCO PRINTER-NOTARY				
1210		08/24 AP	01/05/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	.76		01/30/24	
							PRONGS,BUTTON & D BATTERY				
1210		08/24 AP	01/05/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	4.48		01/30/24	
							COPY PAPER, 11X17 PAPER				
1210		08/24 AP	01/05/24	0000000			DES MOINES STAMP MFG. CO.	2.13		01/30/24	
							DATE STAMP				
							ACCOUNT TOTAL	118.32	.00	118.32	
101-1008-441.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE											
1200		08/24 AP	01/03/24	0000000			SHRED-IT USA	56.05		01/30/24	
							ON-SITE DOC DESTRUCTION				
							12/14/23 SERVICE @220CLAY				
							ACCOUNT TOTAL	56.05	.00	56.05	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	4.08		01/30/24	
							YELLOW LEGAL & 5X8 PADS				
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	3.80		01/30/24	
							COPY PAPER				
							ACCOUNT TOTAL	7.88	.00	7.88	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	16.08		01/30/24	
							YELLOW LEGAL & 5X8 PADS				
							4PK HILITER				
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	19.00		01/30/24	
							COPY PAPER				
1190		08/24 AP	12/31/23	0000000			ACOM SOLUTIONS, INC.	892.00		01/30/24	
							AP LASER CHECK STOCK				
							ACCOUNT TOTAL	927.08	.00	927.08	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	5.10		01/30/24	
							YELLOW LEGAL & 5X8 PADS				
1228		08/24 AP	01/18/24	0000000			OFFICE EXPRESS OFFICE PRODUCT	11.40		01/30/24	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES						continued				
COPY PAPER										
ACCOUNT TOTAL							16.50	.00	16.50	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION										
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	1.52			01/30/24
ACCOUNT TOTAL							1.52	.00	1.52	
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES										
1190		08/24 AP		12/31/23	0000000	GANNETT IOWA LOCALIQ JOB AD:PUB.SAFETY OFFICER DIGITAL/PRINT 12/10-12/31	912.20			01/30/24
ACCOUNT TOTAL							912.20	.00	912.20	
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
1228		08/24 AP		01/29/24	0000000	WELLWORKS FOR YOU WELLNESS PROGRAM FEE JANUARY 2024	885.15			01/30/24
1167		08/24 AP		01/04/24	0000000	COMMUNITY MAIN STREET WELLNESS GIFT CARDS	250.00			01/30/24
ACCOUNT TOTAL							1,135.15	.00	1,135.15	
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION										
1228		08/24 AP		10/27/23	0000000	STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	173.00			01/30/24
ACCOUNT TOTAL							173.00	.00	173.00	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT YELLOW LEGAL & 5X8 PADS	2.55			01/30/24
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	2.28			01/30/24
ACCOUNT TOTAL							4.83	.00	4.83	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
1190		08/24 AP		02/01/24	0000000	AHLERS AND COONEY, P.C. LGEAL SERVICES-FEB'24	3,900.00			01/30/24
1190		08/24 AP		02/01/24	0000000	SWISHER & COHRT, P.L.C. LGEAL SERVICES-FEB'24	2,600.00			01/30/24

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS						continued			
1190		08/24 AP		01/11/24	0000000 SWISHER & COHRT, P.L.C.	95.00		01/30/24	
					LGL:PRAIRIE LAKES PARK 12/01/23-12/15/23				
1190		08/24 AP		01/01/24	0000000 REDFERN,MASON,LARSEN & MOORE,	209.00		01/30/24	
					LGL:GREENHILL VILL.9TH AD 12/01/23-12/26/23				
		PROJECT#:		023006					
1190		08/24 AP		01/01/24	0000000 REDFERN,MASON,LARSEN & MOORE,	209.00		01/30/24	
					LGL:ZENON, JEFFREY 12/01/23-12/20/23				
1190		08/24 AP		12/01/23	0000000 REDFERN,MASON,LARSEN & MOORE,	722.00		01/30/24	
					LGL:GREENHILL VILL.9TH AD 11/06/23-11/30/23				
		PROJECT#:		023006					
		ACCOUNT TOTAL				7,735.00	.00	7,735.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT									
1190		08/24 AP		02/01/24	0000000 SWISHER & COHRT, P.L.C.	1,000.00		01/30/24	
					LGEAL SERVICES-FEB'24				
		ACCOUNT TOTAL				1,000.00	.00	1,000.00	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1228		08/24 AP		01/18/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.55		01/30/24	
					YELLOW LEGAL & 5X8 PADS				
1228		08/24 AP		01/18/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76		01/30/24	
					COPY PAPER				
		ACCOUNT TOTAL				3.31	.00	3.31	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1228		08/24 AP		01/18/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	2.55		01/30/24	
					YELLOW LEGAL & 5X8 PADS				
1228		08/24 AP		01/18/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76		01/30/24	
					COPY PAPER				
1190		08/24 AP		01/16/24	0000000 KIRK GROSS COMPANY	52.50		01/30/24	
					NAME PLATE-D LAUDICK				
		ACCOUNT TOTAL				55.81	.00	55.81	
101-1168-441.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1190		08/24 AP		01/11/24	0000000 IOWA LEAGUE-CITIES	50.00		01/30/24	
					REG:LOCAL LEADER DAY-DUNN 03/06/24 DES MOINES				
		ACCOUNT TOTAL				50.00	.00	50.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY									

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FUND 101 GENERAL FUND										
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY						continued				
1190		08/24 AP		01/02/24	0000000	BMI	435.00			01/30/24
						RENEW 2024 BASE MUSIC LIC				
						NON-CABLE BROADCAST ACT.				
						ACCOUNT TOTAL	435.00	.00	435.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1210		08/24 AP		01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			01/30/24
						PRONGS,BUTTON & D BATTERY				
1210		08/24 AP		01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.73			01/30/24
						COPY PAPER, 11X17 PAPER				
1210		08/24 AP		01/05/24	0000000	DES MOINES STAMP MFG. CO.	2.13			01/30/24
						DATE STAMP				
						ACCOUNT TOTAL	9.62	.00	9.62	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1210		08/24 AP		01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.31			01/30/24
						PRONGS,BUTTON & D BATTERY				
1210		08/24 AP		01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.01			01/30/24
						COPY PAPER, 11X17 PAPER				
1210		08/24 AP		01/05/24	0000000	DES MOINES STAMP MFG. CO.	17.75			01/30/24
						DATE STAMP				
						ACCOUNT TOTAL	52.07	.00	52.07	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
1210		08/24 AP		01/18/24	0000000	PROFESSIONAL LAWN CARE, LLC	125.00			01/30/24
						CODE SNOW-1922 VALLEY PRK				
						ACCOUNT TOTAL	125.00	.00	125.00	
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
1210		08/24 AP		01/09/24	0000000	SERVICEWEAR APPAREL, INC.	68.94			01/30/24
						UNIFORM-J CASTLE				
1210		08/24 AP		01/09/24	0000000	SERVICEWEAR APPAREL, INC.	87.92			01/30/24
						UNIFORM-J MAI				
1210		08/24 AP		01/09/24	0000000	SERVICEWEAR APPAREL, INC.	93.65			01/30/24
						UNIFORM-J CRAIG				
1210		08/24 AP		01/09/24	0000000	SERVICEWEAR APPAREL, INC.	50.18			01/30/24
						UNIFORM-J WARDELL				
1210		08/24 AP		01/04/24	0000000	SERVICEWEAR APPAREL, INC.	48.68			01/30/24
						UNIFORM-A SPRAY				
						ACCOUNT TOTAL	349.37	.00	349.37	

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1210		08/24	AP	01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.03		01/30/24
						PRONGS,BUTTON & D BATTERY			
1210		08/24	AP	01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	22.41		01/30/24
						COPY PAPER, 11X17 PAPER			
1210		08/24	AP	01/05/24	0000000	DES MOINES STAMP MFG. CO.	8.52		01/30/24
						DATE STAMP			
						ACCOUNT TOTAL	33.96	.00	33.96
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1167		08/24	AP	01/04/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	58.75		01/30/24
						STORAGE BOX KIT			
						ACCOUNT TOTAL	58.75	.00	58.75
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
1239		08/24	AP	12/28/24	0000000	XPRESSIONS	103.20		01/30/24
						YOUTH PROGRAMS T-SHIRTS			
1239		08/24	AP	12/28/24	0000000	XPRESSIONS	860.00		01/30/24
						YOUTH PROGRAMS T-SHIRTS			
1239		08/24	AP	12/28/24	0000000	XPRESSIONS	421.40		01/30/24
						YOUTH PROGRAMS T-SHIRTS			
						ACCOUNT TOTAL	1,384.60	.00	1,384.60
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS									
1261		08/24	AP	01/25/24	0000000	ATLANTIC COCA-COLA	389.08		01/30/24
						REC CONCESSIONS RESTOCK			
1239		08/24	AP	01/15/24	0000000	ATLANTIC COCA-COLA	198.65		01/30/24
						REC CONCESSIONS RESTOCK			
1167		08/24	AP	01/08/24	0000000	MARTIN BROS.DISTRIBUTING	15.68		01/30/24
						CREAMER AND POPCORN			
1167		08/24	AP	01/04/24	0000000	ATLANTIC COCA-COLA	485.86		01/30/24
						REC CONCESSION RESTOCK			
						ACCOUNT TOTAL	1,089.27	.00	1,089.27
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP									
1239		08/24	AP	01/19/24	0000000	ARAMARK	31.75		01/30/24
						REC CTR MATS			
1167		08/24	AP	01/08/24	0000000	ACCURATE L & DC, LLC	280.28		01/30/24
						NEW POWER SUPPLY-WASHER			
1167		08/24	AP	01/05/24	0000000	ARAMARK	31.75		01/30/24
						REC CTR MATS			
1167		08/24	AP	01/01/24	0000000	IWMC	58.00		01/30/24

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FUND 101 GENERAL FUND									
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP						continued			
1228				08/24 AP 12/01/23	0000000	IWMC	58.00		01/30/24
WATER MANAGEMENT SERVICE									
WATER MANAGEMENT SERVICE									
ACCOUNT TOTAL							459.78	.00	459.78
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES									
1198				08/24 AP 01/22/24	0000000	SIGNS BY TOMORROW	331.75		01/30/24
DVA, EVERYDAY ART LABELS									
1198				08/24 AP 01/11/24	0000000	SIGNS & DESIGNS, INC.	40.00		01/30/24
PHOTO CLUB 2024 VINYL									
ACCOUNT TOTAL							371.75	.00	371.75
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES									
1198				08/24 AP 01/23/24	0000000	SANDERS, LUKE	200.00		01/30/24
PERFORMANCE ON 3/5/24									
1198				08/24 AP 01/19/24	0000000	ARAMARK	13.74		01/30/24
MAT SERVICE									
1198				08/24 AP 01/17/24	0000000	CEDAR VALLEY CHAMBER MUSIC	800.00		01/30/24
2/15/24 VALENTINE CONCERT									
1198				08/24 AP 01/05/24	0000000	ARAMARK	13.74		01/30/24
MAT SERVICE									
ACCOUNT TOTAL							1,027.48	.00	1,027.48
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION									
1198				08/24 AP 01/17/24	0000000	KAREN'S PRINT-RITE	592.00		01/30/24
TWO EXHIBITION POSTCARDS									
DVA AND EVERYDAY ART									
1198				08/24 AP 01/16/24	0000000	KAREN'S PRINT-RITE	233.00		01/30/24
PHOTO CLUB 2024 POSTCARD									
ACCOUNT TOTAL							825.00	.00	825.00
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS									
1198				08/24 AP 12/31/23	0000000	KCVM-93.5 THE MIX	217.50		01/30/24
THE MIX HOLIDAY AD 2023									
SECOND HALF OF PACKAGE									
ACCOUNT TOTAL							217.50	.00	217.50
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM									
1198				08/24 AP 01/19/24	0000000	SIGNS & DESIGNS, INC.	230.00		01/30/24
PLAQUE FOR HELEN LOGAN									
ACCOUNT TOTAL							230.00	.00	230.00

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FUND 101 GENERAL FUND										
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1228		08/24	AP	01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.08			01/30/24
						COPY PAPER				
1209		08/24	AP	01/03/24	0000000	STOREY KENWORTHY	165.00			01/30/24
						#10 WINDOW ENVELOPES				
						ACCOUNT TOTAL	171.08	.00		171.08
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1209		08/24	AP	01/19/24	0000000	ARAMARK	7.25			01/30/24
						SHOP TOWELS - STATION #2				
1209		08/24	AP	01/19/24	0000000	ARAMARK	31.35			01/30/24
						TOWELS&MATS - PSS BLDG				
						ACCOUNT TOTAL	38.60	.00		38.60
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
1209		08/24	AP	01/17/24	0000000	O'DONNELL ACE HARDWARE	5.07			01/30/24
						3 EYE BOLTS W/NUT 1/4"				
						ACCOUNT TOTAL	5.07	.00		5.07
101-4511-414.72-11 OPERATING SUPPLIES / DUES, BOOKS, MAGAZINES										
1209		08/24	AP	01/06/24	0000000	FIRE SERVICE TRNG. BUREAU	86.32			01/30/24
						FIRE INSP/CODE ENF BOOK				
						ACCOUNT TOTAL	86.32	.00		86.32
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1209		08/24	AP	12/22/23	0000000	SIGNS BY TOMORROW	1,721.25			01/30/24
						STRIPES/GRAPHICS #521				
						LAYOUT/PRINT/INSTALL				
						ACCOUNT TOTAL	1,721.25	.00		1,721.25
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
1209		08/24	AP	01/19/24	0000000	BLACK HAWK CO.E911-TREASURER	300.00			01/30/24
						3 LICENSES W/ SHIELD TECH				
						SW MOBILE - FY'24				
						ACCOUNT TOTAL	300.00	.00		300.00
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR										
1209		08/24	AP	01/05/24	0000000	MENARDS-CEDAR FALLS	50.11			01/30/24
						SINK FAUCET&WATER HOSES				
						STATION#2 APP BAY FAUCET				
						ACCOUNT TOTAL	50.11	.00		50.11

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FUND 101 GENERAL FUND								
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES								
1209		08/24	AP	01/15/24	0000000 MENARDS-CEDAR FALLS	115.95		01/30/24
1209		08/24	AP	01/11/24	0000000 MATERIALS-FF1 TRAIN PROP	67.98		01/30/24
1209		08/24	AP	01/10/24	0000000 4 SNOW SHOVELS-PSS BLDG	51.53		01/30/24
					0000000 LNDRY&DISH SOAP/HANDWRMRS			
					STATION SUPPLIES			
					ACCOUNT TOTAL	235.46	.00	235.46
101-4511-414.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES								
1209		08/24	AP	01/17/24	0000000 MCKENNA MCNELLY PHOTOGRAPHY	65.00		01/30/24
1209		08/24	AP	01/17/24	0000000 PROF.PHOTO-LECHTENBERG	110.00		01/30/24
					0000000 PROF.PHOTO-M.KRUEGER;FIRE			
					ACCOUNT TOTAL	175.00	.00	175.00
101-4511-414.86-50 REPAIR & MAINTENANCE / SERVICE CONTRACTS								
1209		08/24	AP	01/17/24	0000000 MIDWEST BREATHING AIR L.L.C.	746.58		01/30/24
					QTRLY AIR TEST;REPAIRS 4600 S MAIN			
					ACCOUNT TOTAL	746.58	.00	746.58
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
1212		08/24	AP	10/04/23	0000000 WERTJES UNIFORMS	140.00		01/30/24
					BOOTS - SHERWOOD ROCKY BOOTS, SZ 9.5			
					ACCOUNT TOTAL	140.00	.00	140.00
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1228		08/24	AP	01/18/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	3.80		01/30/24
					COPY PAPER			
1200		08/24	AP	01/12/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	138.46		01/30/24
					OFFICE SUPPLY;PENS/SHARPI STICKY NOTES/EXP FOLDERS			
					ACCOUNT TOTAL	142.26	.00	142.26
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1200		08/24	AP	01/22/24	0000000 DICKEY'S PRINTING	200.00		01/30/24
1209		08/24	AP	01/19/24	0000000 CLOTH NAME TAGS;FERGUSON/ HEUER/STOLL/GASCA/ARIES	25.36		01/30/24
1200		08/24	AP	01/17/24	0000000 MATS - PSS BLDG	19.60		01/30/24
					0000000 BENTON BUILDING CENTER			
					WOOD LATH-NO PARKNG SIGNS SNOW EMERGENCY			



GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			continued
1200		08/24	AP	01/11/24	0000000	KWIK TRIP, INC.	880.00		01/30/24
						200 CAR WASH CARDS-PD			
1209		08/24	AP	01/11/24	0000000	O'DONNELL ACE HARDWARE	67.98		01/30/24
						4 SNOW SHOVELS-PSS BLDG			
1200		08/24	AP	01/08/24	0000000	SIGNS BY TOMORROW	57.75		01/30/24
						METAL NAME MAGNETS			
						7 NEW OFFICERS			
1200		08/24	AP	01/03/24	0000000	SHRED-IT USA	74.24		01/30/24
						ON-SITE DOC DESTRUCTION			
						12/6/23 SERVICE @4600			
						ACCOUNT TOTAL	1,324.93	.00	1,324.93
101-5521-415.72-20						OPERATING SUPPLIES / OFFICERS EQUIPMENT			
1212		08/24	AP	10/24/23	0000000	WERTJES UNIFORMS	30.00		01/30/24
						OFFICER EQUIP- HINDERS			
						2 CUFF KEYS			
1212		08/24	AP	09/07/23	0000000	WERTJES UNIFORMS	46.60		01/30/24
						OFFICER EQUIP -KRAMER			
						CODE RED EARPIECE			
						ACCOUNT TOTAL	76.60	.00	76.60
101-5521-415.72-23						OPERATING SUPPLIES / RADIO & MDC FEES			
1200		08/24	AP	01/18/24	0000000	BLACK HAWK CO.E911-TREASURER	5,120.90		01/30/24
						POL.EDACS FEES;JAN-MAR'24			
						ACCOUNT TOTAL	5,120.90	.00	5,120.90
101-5521-415.81-01						PROFESSIONAL SERVICES / PROFESSIONAL SERVICES			
1200		08/24	AP	01/01/24	0000000	THOMSON REUTERS - WEST	314.93		01/30/24
						INVESTIGATIVE SOFTWARE			
						12/1/23 - 12/31/23			
1200		08/24	AP	01/01/24	0000000	BLACK HAWK CO.SHERIFF	457.86		01/30/24
						PSO POLYGRAPHS (2)			
						STOLL/ARIES			
1200		08/24	AP	12/31/23	0000000	VIQ SOLUTIONS, INC	240.94		01/30/24
						TRANSCRIP.FEES #23105728			
						AGNEW			
						ACCOUNT TOTAL	1,013.73	.00	1,013.73
101-5521-415.83-06						TRANSPORTATION&EDUCATION / EDUCATION			
1200		08/24	AP	11/30/23	0000000	DEPT. PUBLIC DEFENSE-MILITARY	445.00		01/30/24
						FACILITY USE-CAMP DODGE			
						11/27-11/28/2023 SWAT TRN			
						ACCOUNT TOTAL	445.00	.00	445.00
101-5521-415.85-01						UTILITIES / UTILITIES			
1190		08/24	AP	01/11/24	0000000	CEDAR FALLS UTILITIES	2,013.79		01/30/24
						ANNUAL ELECT.CAMERAS CH			
						11/1/23-10/31/24 COLL.HIL			

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			CD DATE NUMBER				POST DT
FUND 101 GENERAL FUND							
101-5521-415.85-01 UTILITIES / UTILITIES				continued			
1190		08/24	AP 01/11/24 0000000	CEDAR FALLS UTILITIES	1,680.01		01/30/24
			ANNUAL ELECT.CAMERAS DT	1/1/24-12/31/24 DOWNTOWN			
			ACCOUNT TOTAL		3,693.80	.00	3,693.80
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE							
1212		08/24	AP 10/18/23 0000000	WERTJES UNIFORMS	42.90		01/30/24
			UNIFORM-M.HOWARD	2 TIES/2 TIE BARS			
1212		08/24	AP 10/13/23 0000000	WERTJES UNIFORMS	6.00		01/30/24
			UNIFORM-SCHREIBER	2 SETS SERVC STRIPES SEWN			
1212		08/24	AP 10/05/23 0000000	WERTJES UNIFORMS	178.00		01/30/24
			UNIFORM-E.SCHULTZEN	2 CARGO PANTS			
1212		08/24	AP 10/04/23 0000000	WERTJES UNIFORMS	203.14		01/30/24
			UNIFORM-HEUER;2 PANTS	1 SS POLO W/PATCHES&NAME			
1212		08/24	AP 10/04/23 0000000	WERTJES UNIFORMS	149.49		01/30/24
			UNIFORM-O.MARTINEZ	PANTS;POLO W/PATCHES&NAME			
1212		08/24	AP 09/15/23 0000000	WERTJES UNIFORMS	118.98		01/30/24
			UNIFORM-C.CHASE	2 POLOS W/ PATCHES & NAME			
1212		08/24	AP 09/14/23 0000000	WERTJES UNIFORMS	118.50		01/30/24
			UNIFORM-FERGUSON	QTR ZIP W/ PATCHES & NAME			
1212		08/24	AP 09/11/23 0000000	WERTJES UNIFORMS	56.99		01/30/24
			UNIFORM-T.PURDY	POLO W/PATCHES & NAME			
1212		08/24	AP 09/07/23 0000000	WERTJES UNIFORMS	64.50		01/30/24
			UNIFORM-KRAMER	POLO S/S W/PATCHES& NAME			
1212		08/24	AP 09/05/23 0000000	WERTJES UNIFORMS	148.93		01/30/24
			UNIFORM-A.LUCK	GLOVES/2 POLOS W/PATCHES			
1212		08/24	AP 08/23/23 0000000	WERTJES UNIFORMS	180.28		01/30/24
			UNIFORMS-BECKNER	OUTER BELT/PANTS(2)			
			ACCOUNT TOTAL		1,267.71	.00	1,267.71
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY							
1200		08/24	AP 01/12/24 0000000	WATERLOO, CITY OF	645.75		01/30/24
			ANIMAL CALLS;1/1-1/10/24				
1200		08/24	AP 01/08/24 0000000	CEDAR BEND HUMANE SOCIETY	2,973.90		01/30/24
			DEC'23 ANIMAL SURRENDER				
			ACCOUNT TOTAL		3,619.65	.00	3,619.65
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							
1237		08/24	AP 01/15/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.07		01/30/24
			STAPLES AND PAPER				
1190		08/24	AP 01/02/24 0000000	THOMPSON SHOES	175.00		01/30/24
			SAFETY SHOES-L CLEMENTS	P.O. 56911			
1190		08/24	AP 01/01/24 0000000	BROWN'S SHOE FIT	151.95		01/30/24
			SAFETY SHOES-K CROSS	P.O. 56912			

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FUND 101 GENERAL FUND										
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
ACCOUNT TOTAL							329.02	.00	329.02	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1237		08/24	AP	01/19/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	178.65		01/30/24	
						HAND SOAP				
						PROJECT#: 062503				
1237		08/24	AP	01/17/24	0000000	JOHNSTONE SUPPLY OF WATERLOO	67.56		01/30/24	
						HVAC FILTERS				
						PROJECT#: 062506				
1237		08/24	AP	01/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	165.60		01/30/24	
						DISINFECTANT SPRAY				
						PROJECT#: 062511				
1208		08/24	AP	01/16/24	0000000	O'DONNELL ACE HARDWARE	20.99		01/30/24	
						HAMMER				
						PROJECT#: 062506				
1237		08/24	AP	01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.66		01/30/24	
						STAPLES AND PAPER				
1208		08/24	AP	01/11/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	23.92		01/30/24	
						LAUNDRY DETERGENT				
						PROJECT#: 062507				
1237		08/24	AP	01/10/24	0000000	MENARDS-CEDAR FALLS	8.98		01/30/24	
						STORAGE TOTE				
						PROJECT#: 062501				
1208		08/24	AP	01/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	195.84		01/30/24	
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062501				
1208		08/24	AP	01/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	634.07		01/30/24	
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062503				
1208		08/24	AP	01/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	36.94		01/30/24	
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062506				
1208		08/24	AP	01/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	58.25		01/30/24	
						TISSUE, TOWELS, SOAP AND LINERS				
						PROJECT#: 062507				
1208		08/24	AP	01/05/24	0000000	MENARDS-CEDAR FALLS	96.78		01/30/24	
						STORAGE HOOKS				
						PROJECT#: 062506				
1156		08/24	AP	01/04/24	0000000	O'DONNELL ACE HARDWARE	35.98		01/30/24	
						SHOVELS AND ICE MELT				
						PROJECT#: 062503				
1156		08/24	AP	01/03/24	0000000	CONTINENTAL RESEARCH CORP.	426.82		01/30/24	
						DRAIN TREATMENT				
						PROJECT#: 062511				
1156		08/24	AP	01/03/24	0000000	O'DONNELL ACE HARDWARE	17.68		01/30/24	
						CAULK AND DOORBELL				
						PROJECT#: 062508				

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1156		08/24	AP	12/29/23	0000000	OFFICE EXPRESS OFFICE PRODUCT DETERGENT, DISINFECTING WIPE, HAND SANITIZER	368.91		01/30/24
PROJECT#: 062507									
1156		08/24	AP	12/08/23	0000000	O'DONNELL ACE HARDWARE DRILL BIT	4.39		01/30/24
PROJECT#: 062506									
1156		08/24	AP	11/13/23	0000000	OFFICE EXPRESS OFFICE PRODUCT TOWELS, TISSUE, SANITIZER AND BOWL CLEANER	294.84		01/30/24
PROJECT#: 062511									
ACCOUNT TOTAL							2,637.86	.00	2,637.86
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1237		08/24	AP	01/22/24	0000000	CORY'S PAINTING, L.L.C. INTERIOR PAINTING PUBLIC SAFETY	2,422.76		01/30/24
PROJECT#: 062511									
1237		08/24	AP	01/22/24	0000000	STICKFORT ELECTRIC CO., INC. WIRING FOR WASHER	695.00		01/30/24
PROJECT#: 062510									
1237		08/24	AP	01/19/24	0000000	O'DONNELL ACE HARDWARE SCREWS	20.72		01/30/24
PROJECT#: 062503									
1237		08/24	AP	01/17/24	0000000	O'DONNELL ACE HARDWARE WIRE BRUSHES	10.68		01/30/24
PROJECT#: 062506									
1156		08/24	AP	01/08/24	0000000	O'DONNELL ACE HARDWARE SCREW DRIVER BIT SET, BIT AND DRIVER	128.35		01/30/24
PROJECT#: 062506									
1237		08/24	AP	01/08/24	0000000	FERGUSON ENTERPRISES, INC. SLOAN VALVE	385.92		01/30/24
PROJECT#: 062511									
1156		08/24	AP	01/06/24	0000000	STICKFORT ELECTRIC CO., INC. FLOOR OULET BOX COVERS	3,210.00		01/30/24
PROJECT#: 062503									
1156		08/24	AP	01/03/24	0000000	ECHO GROUP, INC. EXTERIOR LIGHT PHOTO CELL	63.48		01/30/24
PROJECT#: 062503									
1208		08/24	AP	01/03/24	0000000	FERGUSON ENTERPRISES, INC. SLOAN VALVES	538.00		01/30/24
PROJECT#: 062511									
1156		08/24	AP	12/28/23	0000000	MENARDS-CEDAR FALLS STORAGE CONTAINERS	22.14		01/30/24
PROJECT#: 062506									
1156		08/24	AP	12/27/23	0000000	ECHO GROUP, INC. OUTLETS	1,619.10		01/30/24
PROJECT#: 062511									
1156		08/24	AP	12/27/23	0000000	INTERSTATE ALL BATTERY CENTER FLOOR SCRUBBER BATTERIES	350.00		01/30/24

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued		
PROJECT#: 062507								
1237		08/24 AP		09/22/23	0000000 CAMPBELL SUPPLY WATERLOO	776.98		01/30/24
VAC, LIGHTS AND BATTERIES								
PROJECT#: 062506								
1237		08/24 AP		05/23/22	0000000 CAMPBELL SUPPLY WATERLOO		60.00	01/30/24
TRADE SHOW CREDIT								
ACCOUNT TOTAL						10,243.13	60.00	10,183.13
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL								
1156		08/24 AP		01/01/24	0000000 PLUNKETT'S PEST CONTROL, INC	49.19		01/30/24
PEST CONTROL								
PROJECT#: 062511								
1156		08/24 AP		01/01/24	0000000 PLUNKETT'S PEST CONTROL, INC	24.96		01/30/24
PEST CONTROL								
PROJECT#: 062508								
1156		08/24 AP		01/01/24	0000000 PLUNKETT'S PEST CONTROL, INC	26.75		01/30/24
PEST CONTROL								
PROJECT#: 062505								
1156		08/24 AP		01/01/24	0000000 PLUNKETT'S PEST CONTROL, INC	95.77		01/30/24
PEST CONTROL								
PROJECT#: 062507								
1156		08/24 AP		01/01/24	0000000 PLUNKETT'S PEST CONTROL, INC	32.10		01/30/24
PEST CONTROL								
PROJECT#: 062510								
ACCOUNT TOTAL						228.77	.00	228.77
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS								
1237		08/24 AP		01/19/24	0000000 ARAMARK	56.85		01/30/24
MAT SERVICE								
PROJECT#: 062501								
1237		08/24 AP		01/19/24	0000000 ARAMARK	134.80		01/30/24
MAT AND TOWEL SERVICE								
PROJECT#: 062506								
1237		08/24 AP		01/10/24	0000000 HAWKEYE ALARM & SIGNAL CO.	480.00		01/30/24
ANNUAL ALARM MONITORING								
1524 STATE STREET								
PROJECT#: 062511								
1208		08/24 AP		01/09/24	0000000 WOODMAN CONTROLS COMPANY	650.00		01/30/24
LIBRARY HUMIDITY CONTROL								
SENSORS								
PROJECT#: 062503								
1156		08/24 AP		01/05/24	0000000 ARAMARK	56.85		01/30/24
MAT SERVICE								
PROJECT#: 062501								
1156		08/24 AP		01/05/24	0000000 ARAMARK	134.80		01/30/24
MAT AND TOWEL SERVICE								
PROJECT#: 062506								

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FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS <span style="float: right;">continued</span>										
ACCOUNT TOTAL							1,513.30	.00	1,513.30	
101-6616-446.86-14 REPAIR & MAINTENANCE / MECH EQUIPMENT SERVICING										
1208		08/24	AP	01/04/24	0000000	PLUNKETT'S PEST CONTROL, INC	42.00			01/30/24
PROJECT#: 062506										
ACCOUNT TOTAL							42.00	.00	42.00	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1210		08/24	AP	01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.32			01/30/24
PRONGS,BUTTON & D BATTERY										
1210		08/24	AP	01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	28.01			01/30/24
COPY PAPER, 11X17 PAPER										
1210		08/24	AP	01/05/24	0000000	DES MOINES STAMP MFG. CO.	26.27			01/30/24
DATE STAMP										
ACCOUNT TOTAL							63.60	.00	63.60	
101-6625-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1207		08/24	AP	01/10/24	0000000	MENARDS-CEDAR FALLS	29.18			01/30/24
2-SNOW BRUSH										
ACCOUNT TOTAL							29.18	.00	29.18	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1237		08/24	AP	01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.22			01/30/24
STAPLES AND PAPER										
1208		08/24	AP	01/03/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	68.96			01/30/24
APPT BOOK, DESK PAD										
ACCOUNT TOTAL							75.18	.00	75.18	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1237		08/24	AP	01/10/24	0000000	O'DONNELL ACE HARDWARE	12.80			01/30/24
NUTS AND BOLTS										
1156		08/24	AP	01/08/24	0000000	BUILDERS SELECT LLC	63.92			01/30/24
SAND BAGS										
1156		08/24	AP	01/08/24	0000000	O'DONNELL ACE HARDWARE	24.99			01/30/24
PLIERS-PLOW TRUCK PUMP										
1237		08/24	AP	01/08/24	0000000	MENARDS-CEDAR FALLS	7.98			01/30/24
WINTERIZE HYDRO SEEDER										
1156		08/24	AP	01/05/24	0000000	BUILDERS SELECT LLC	71.98			01/30/24

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FUND 101 GENERAL FUND										
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
						PLYWOOD				
1208		08/24 AP		01/05/24	0000000	MENARDS-CEDAR FALLS	56.65			01/30/24
						PARTS FOR PARK SHOP				
1156		08/24 AP		01/04/24	0000000	BUILDERS SELECT LLC	287.92			01/30/24
						BATHROOM LOCKS				
1190		08/24 AP		01/01/24	0000000	BROWN'S SHOE FIT	134.99			01/30/24
						SAFETY SHOES-G MILLER				
						P.O. 56914				
1208		08/24 AP		12/31/23	0000000	CULLIGAN WATER CONDITIONING	8.74			01/30/24
						WATER AT 606 UNION				
1156		08/24 AP		10/26/23	0000000	C & C WELDING & SANDBLASTING	190.75			01/30/24
						CITY HALL BIKE RACK				
1208		08/24 AP		10/13/23	0000000	WAPSIE PINES LAWN CARE/LANDSC	5,000.00			01/30/24
						25 TREES				
						ACCOUNT TOTAL	5,860.72	.00		5,860.72
101-6633-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1237		08/24 AP		01/12/24	0000000	GREENKEEPER	1,000.00			01/30/24
						TURF SOFTWARE MEMBERSHIP				
						1/12/24-1/12/25				
						ACCOUNT TOTAL	1,000.00	.00		1,000.00
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1242		08/24 AP		01/12/24	0000000	COOLEY PUMPING, LLC	125.00			01/30/24
						PORTA POTTY				
						EL DORADO				
						ACCOUNT TOTAL	125.00	.00		125.00
						FUND TOTAL	61,387.61	60.00		61,327.61
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1237		08/24 AP		01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.15			01/30/24
						STAPLES AND PAPER				
						ACCOUNT TOTAL	4.15	.00		4.15
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
1208		08/24 AP		01/11/24	0000000	O'DONNELL ACE HARDWARE	10.69			01/30/24
						HOSE SPRAYER				
						ACCOUNT TOTAL	10.69	.00		10.69

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES									
1237		08/24	AP	01/22/24	0000000	O'DONNELL ACE HARDWARE	2.99		01/30/24
						SCREW WITH NUT			
1237		08/24	AP	01/18/24	0000000	O'DONNELL ACE HARDWARE	1.80		01/30/24
						NUTS & BOLTS			
						ACCOUNT TOTAL	4.79	.00	4.79
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1208		08/24	AP	01/05/24	0000000	MENARDS-CEDAR FALLS	24.76		01/30/24
						TREATED WOOD			
						ACCOUNT TOTAL	24.76	.00	24.76
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1190		08/24	AP	01/02/24	0000000	THOMPSON SHOES	175.00		01/30/24
						SAFETY SHOES-B FREDRICKSE			
						P.O. 56927			
						ACCOUNT TOTAL	175.00	.00	175.00
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
1208		08/24	AP	12/16/23	0000000	BMC AGGREGATES L.C.	1,495.59		01/30/24
						3/4 ROADSTONE			
1208		08/24	AP	12/16/23	0000000	BMC AGGREGATES L.C.	994.13		01/30/24
						CLEAN ROCK			
						ACCOUNT TOTAL	2,489.72	.00	2,489.72
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING									
1156		08/24	AP	12/15/23	0000000	O'DONNELL ACE HARDWARE	39.68		01/30/24
						BRUSH CUTTING			
1156		08/24	AP	12/06/23	0000000	OUTDOOR & MORE	16.99		01/30/24
						BRUSH CUTTING			
						ACCOUNT TOTAL	56.67	.00	56.67
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1207		08/24	AP	01/18/24	0000000	PETERSON CONTRACTORS	8,635.50		01/30/24
						3240-W 27TH STREET RECON			
						PROJECT#: 023240			
1207		08/24	AP	01/17/24	0000000	AECOM TECHNICAL SERVICES, INC	2,667.55		01/30/24
						3240-W 27TH ST RECON			
						THROUGH 01/12/24			
						PROJECT#: 023240			
						ACCOUNT TOTAL	11,303.05	.00	11,303.05



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FUND 206 STREET CONSTRUCTION FUND									
206-6637	1237	436.93	01	08/24	206-6637-436.93-01 EQUIPMENT / EQUIPMENT				
				08/24	AP 01/19/24 0000000 C & C WELDING & SANDBLASTING	17,645.27			01/30/24
					BRINE TANK FRAMES BRINE TANK REFURBISH				
					ACCOUNT TOTAL	17,645.27	.00	17,645.27	
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
206-6647	1237	436.71	01	08/24	206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES				
				08/24	AP 01/15/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	2.07			01/30/24
					STAPLES AND PAPER				
					ACCOUNT TOTAL	2.07	.00	2.07	
					FUND TOTAL	31,716.17	.00	31,716.17	
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
217-2214	1228	432.71	01	08/24	217-2214-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES				
				08/24	AP 01/18/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	2.28			01/30/24
					COPY PAPER				
1210				08/24	AP 01/05/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	1.26			01/30/24
					PRONGS,BUTTON & D BATTERY				
1210				08/24	AP 01/05/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	4.48			01/30/24
					COPY PAPER, 11X17 PAPER				
1210				08/24	AP 01/05/24 0000000 DES MOINES STAMP MFG. CO.	3.55			01/30/24
					DATE STAMP				
					ACCOUNT TOTAL	11.57	.00	11.57	
					FUND TOTAL	11.57	.00	11.57	
FUND 223 COMMUNITY BLOCK GRANT									
223-2224	1228	432.71	01	08/24	223-2224-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES				
				08/24	AP 01/18/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	1.52			01/30/24
					COPY PAPER				
1210				08/24	AP 01/05/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	.25			01/30/24
					PRONGS,BUTTON & D BATTERY				
1210				08/24	AP 01/05/24 0000000 OFFICE EXPRESS OFFICE PRODUCT	1.12			01/30/24
					COPY PAPER, 11X17 PAPER				
1210				08/24	AP 01/05/24 0000000 DES MOINES STAMP MFG. CO.	.71			01/30/24
					DATE STAMP				
					ACCOUNT TOTAL	3.60	.00	3.60	

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FUND 223 COMMUNITY BLOCK GRANT									
223-2224-1210	432.89-59	MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT		08/24 AP 12/29/23	0000000	IOWA NORTHLAND REGIONAL CO. O	1,607.51		01/30/24
		FFY23 SANITARY SEWER				DECEMBER EXPENSES			
PROJECT#:		023325							
ACCOUNT TOTAL							1,607.51	.00	1,607.51
223-2244-432.89-84 MISCELLANEOUS SERVICES / HOME PROGRAM									
223-2244-1210	08/24 AP 12/29/23	0000000		IOWA NORTHLAND REGIONAL CO. O		DECEMBER EXPENSES	535.22		01/30/24
FFY22 HOME ENVIR HABITAT									
ACCOUNT TOTAL							535.22	.00	535.22
FUND TOTAL							2,146.33	.00	2,146.33
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-1207	431.92-25	STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON		08/24 AP 01/18/24	0000000	AECOM TECHNICAL SERVICES, INC	61,636.29		01/30/24
		3271-N CEDAR HEIGHTS PH1				12/09/23-01/12/24			
PROJECT#:		023271							
242-1240-1207	08/24 AP 01/12/24	0000000		AECOM TECHNICAL SERVICES, INC		12/02/23-01/05/24 SURVEY	13,030.89		01/30/24
		3271-N CEDAR HEIGHTS PH1							
PROJECT#:		023271							
ACCOUNT TOTAL							74,667.18	.00	74,667.18
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
242-1240-1207	08/24 AP 01/22/24	0000000		PETERSON CONTRACTORS			48,343.06		01/30/24
		3283-MAIN ST RECONSTRUCT							
PROJECT#:		023283							
ACCOUNT TOTAL							48,343.06	.00	48,343.06
FUND TOTAL							123,010.24	.00	123,010.24
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
254-1088-1228	08/24 AP 01/18/24	0000000		OFFICE EXPRESS OFFICE PRODUCT			4.08		01/30/24
		YELLOW LEGAL & 5X8 PADS							
254-1088-1228	08/24 AP 01/18/24	0000000		OFFICE EXPRESS OFFICE PRODUCT			3.04		01/30/24
		COPY PAPER							
254-1088-1210	08/24 AP 01/05/24	0000000		OFFICE EXPRESS OFFICE PRODUCT			4.48		01/30/24
		COPY PAPER, 11X17 PAPER							

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FUND 254 CABLE TV FUND										
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued				
					ACCOUNT TOTAL		11.60	.00	11.60	
					FUND TOTAL		11.60	.00	11.60	
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.55			01/30/24
						YELLOW LEGAL & 5X8 PADS				
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			01/30/24
						COPY PAPER				
1210		08/24 AP		01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.52			01/30/24
						PRONGS,BUTTON & D BATTERY				
1210		08/24 AP		01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.72			01/30/24
						COPY PAPER, 11X17 PAPER				
1210		08/24 AP		01/05/24	0000000	DES MOINES STAMP MFG. CO.	7.10			01/30/24
						DATE STAMP				
					ACCOUNT TOTAL		21.17	.00	21.17	
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY										
1228		08/24 AP		01/26/24	0000000	FISHBECK	1,967.15			01/30/24
						PARKING STUDY THROUGH 1/19/24				
					ACCOUNT TOTAL		1,967.15	.00	1,967.15	
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1190		08/24 AP		12/31/23	0000000	IPS GROUP, INC	2,456.65			01/30/24
						PARKING CITATION FEES DECEMBER 2023				
					ACCOUNT TOTAL		2,456.65	.00	2,456.65	
					FUND TOTAL		4,444.97	.00	4,444.97	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
1240		08/24 AP		01/19/24	0000000	PROFESSIONAL OFFICE SERVICES	425.88			01/30/24
						BULK MAIL 310 CFVG2024 JANUARY MAILING				
		PROJECT#:				032432				
1189		08/24 AP		01/16/24	0000000	EXPERIENCE WATERLOO	1,300.00			01/30/24
						BULK MAIL VISITOR GUIDES JUL 1-DEC 30 2023				
1240		08/24 AP		01/11/24	0000000	ROYLE PRINTING	1,460.33			01/30/24
						DROP SHIP 39 BOXES OF VG				

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FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE							continued		
ACCOUNT TOTAL							3,186.21	.00	3,186.21
261-2291-423.73-52 OTHER SUPPLIES / BROCHURES & PUBLICATIONS									
1240		08/24 AP		01/11/24	0000000	ROYLE PRINTING	8,026.86		01/30/24
						PROCESS/PROOF/PRINT/STITC H/PALLET 15,000 VG			
ACCOUNT TOTAL							8,026.86	.00	8,026.86
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
1189		08/24 AP		01/10/24	0000000	TENSEN, ELLIOT	350.00		01/30/24
						NWCA WRESTLING TOURN PHOTOGRAPHY			
ACCOUNT TOTAL							350.00	.00	350.00
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE									
1240		08/24 AP		01/19/24	0000000	ARAMARK	7.80		01/30/24
						MAT SERVICE			
1189		08/24 AP		01/05/24	0000000	ARAMARK	7.80		01/30/24
						MAT SERVICE			
ACCOUNT TOTAL							15.60	.00	15.60
261-2291-423.85-51 UTILITIES / EVENTS, BIDS, & SPONSORS									
1240		08/24 AP		01/16/24	0000000	SIGNS & DESIGNS, INC.	321.00		01/30/24
						2 MESH BANNERS 4X10 WELCOME WRESTLERS			
1189		08/24 AP		12/12/23	0000000	DOLLY'S PARTY BUS	300.00		01/30/24
						BIG SOIL HEALTH EVENT TRANSPORTATION DOWNTOWN			
ACCOUNT TOTAL							621.00	.00	621.00
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS									
1240		08/24 AP		01/24/24	0000000	BARDLE, RICHARD CHARLES	500.00		01/30/24
						PANTHERS ON PARADE ARTIST FEE-FIRST PAYMENT			
		PROJECT#:		032372					
ACCOUNT TOTAL							500.00	.00	500.00
FUND TOTAL							12,699.67	.00	12,699.67

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FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1052		08/24 AP		01/05/24	0000000 ARAMARK	7.80		01/30/24	
1052		08/24 AP		12/28/23	0000000 COMM. CENTER MAT SERVICE CITY LAUNDERING CO. FIRST AID SUPPLY SERVICE- COMMUNITY CENTER	21.90		01/30/24	
ACCOUNT TOTAL						29.70	.00	29.70	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING									
1052		08/24 AP		01/08/24	0000000 MASMAR, MANDY SUE SENIOR LINE DANCING FOR DECEMBER '23	120.00		01/30/24	
ACCOUNT TOTAL						120.00	.00	120.00	
FUND TOTAL						149.70	.00	149.70	
FUND 291 POLICE FORFEITURE FUND									
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
297-2253-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1208		08/24 AP		01/09/24	0000000 WOODMAN CONTROLS COMPANY HEAT PUMP CONTROLLER REPLACEMENTS CIP	7,100.00		01/30/24	
PROJECT#: 062507									
ACCOUNT TOTAL						7,100.00	.00	7,100.00	
FUND TOTAL						7,100.00	.00	7,100.00	
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									
1207		08/24 AP		01/17/24	0000000 PETERSON CONTRACTORS	1,241,286.41		01/30/24	
PROJECT#: 3290-CEDAR RIVER REC 023290									
1207		08/24 AP		01/04/24	0000000 RIVERWISE ENGINEERING, LLC	14,272.00		01/30/24	
PROJECT#: 3290-CEDAR RIVER REC 023290									
1210		08/24 AP		12/29/23	0000000 IOWA NORTHLAND REGIONAL CO. O	466.53		01/30/24	

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FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE						continued			
3290-CEDAR RIVER REC DECEMBER EXPENSES									
PROJECT#: 023290									
ACCOUNT TOTAL						1,256,024.94	.00	1,256,024.94	
FUND TOTAL						1,256,024.94	.00	1,256,024.94	
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									
1229		08/24	AP	01/11/24	0000000 STRAND ASSOCIATES, INC.	1,011.25			01/30/24
DESIGN SERVICES 12/1/23-12/31/23									
PROJECT#: 023322									
1229		08/24	AP	12/22/23	0000000 MICROBAC LABORATORIES, INC	1,523.00			01/30/24
WW CHARACTERIZATION									
PROJECT#: 023322									
1229		08/24	AP	12/22/23	0000000 MICROBAC LABORATORIES, INC	1,523.00			01/30/24
WW CHARACTERIZATION									
PROJECT#: 023322									
1229		08/24	AP	12/22/23	0000000 MICROBAC LABORATORIES, INC	1,523.00			01/30/24
WW CHARACTERIZATION									
PROJECT#: 023322									
1229		08/24	AP	12/22/23	0000000 MICROBAC LABORATORIES, INC		1,817.40		01/30/24
WW CHARACTERIZATION CREDIT MEMO INV NT2317477									
PROJECT#: 023322									
1229		08/24	AP	12/22/23	0000000 MICROBAC LABORATORIES, INC		1,817.40		01/30/24
WW CHARACTERIZATION CREDIT MEMO INV NT2317478									
PROJECT#: 023322									
1229		08/24	AP	12/22/23	0000000 MICROBAC LABORATORIES, INC		367.50		01/30/24
WW CHARACTERIZATION CREDIT MEMO INV NT2317075									
PROJECT#: 023322									
ACCOUNT TOTAL						5,580.25	4,002.30	1,577.95	
FUND TOTAL						5,580.25	4,002.30	1,577.95	
FUND 430 2004 TIF BOND									
FUND 431 2014 BOND									
FUND 432 2003 BOND									

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FUND 433 2001 TIF								
FUND 434 2024 BOND								
434-1220-1209	431.95-60	BOND	FUND	PROJECTS /	TECHNICAL RESCUE EQUIP			
	08/24 AP	01/04/24	0000000		ALEX AIR APPARATUS 2 LLC	9,070.00		01/30/24
					K55 THERMAL CAMERA KIT X2 (320X240)			
1209	08/24 AP	12/26/23	0000000		FELD EQUIPMENT CO., ED M.	5,064.00		01/30/24
					+6 LANYARDS			
1209	08/24 AP	12/08/23	0000000		DINGES FIRE COMPANY	2,605.00		01/30/24
					ORNG FAST BOARD/BAG COMBO INCL DECALS AND CARRY BAG			
ACCOUNT TOTAL						16,739.00	.00	16,739.00
FUND TOTAL						16,739.00	.00	16,739.00
FUND 435 1999 TIF								
FUND 436 2012 BOND								
FUND 437 2018 BOND								
FUND 438 2020 BOND FUND								
438-1220-1207	431.98-83	CAPITAL	PROJECTS /	CEDAR HGTS DRIVE RECON				
	08/24 AP	01/15/24	0000000		TERRACON CONSULTANTS, INC.	661.50		01/30/24
					3171-CEDAR HEIGHTS RECON THROUGH 01/06/24			
	PROJECT#:	023171						
ACCOUNT TOTAL						661.50	.00	661.50
FUND TOTAL						661.50	.00	661.50
FUND 439 2022 BOND FUND								
439-1220-1190	431.98-96	CAPITAL	PROJECTS /	FINANCIAL SYSTEM				
	08/24 AP	01/16/24	0000000		BERRY DUNN MCNEIL & PARKER, L	6,120.00		01/30/24
					NEW FINANCE SYS-CONSULT DECEMBER 2023			
	PROJECT#:	012022						
ACCOUNT TOTAL						6,120.00	.00	6,120.00
FUND TOTAL						6,120.00	.00	6,120.00
FUND 443 CAPITAL PROJECTS								
443-1220-1228	431.98-04	CAPITAL	PROJECTS /	PROPERTY ACQUISITIONS				
	08/24 AP	01/26/24	0000000		IOWA DEPT-TRANSPORTATION	34,000.00		01/30/24
					HWY57/1ST ST-PARCEL 49 PROPERTY BUYBACK			
1228	08/24 AP	01/26/24	0000000		IOWA DEPT-TRANSPORTATION	32,000.00		01/30/24
					HWY57/1ST ST-PARCEL 52 PROPERTY BUYBACK			
ACCOUNT TOTAL						66,000.00	.00	66,000.00

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FUND 443 CAPITAL PROJECTS										
					FUND TOTAL		66,000.00	.00	66,000.00	
FUND 472 PARKADE RENOVATION										
FUND 473 SIDEWALK ASSESSMENT										
FUND 483 ECONOMIC DEVELOPMENT										
483-2245-432.89-03					MISCELLANEOUS SERVICES / CFU-TIF PAYMENT					
1190		08/24 AP		01/01/24	0000000	CEDAR FALLS UTILITIES	250,000.00			01/30/24
					FY24 TIF 1ST 1/2 UNIFIED					
					ACCOUNT TOTAL		250,000.00	.00	250,000.00	
					FUND TOTAL		250,000.00	.00	250,000.00	
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										
551-6675-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES					
1237		08/24 AP		01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.22			01/30/24
					STAPLES AND PAPER					
					ACCOUNT TOTAL		6.22	.00	6.22	
551-6685-426.81-20					PROFESSIONAL SERVICES / HUMANE SOCIETY					
1200		08/24 AP		01/12/24	0000000	WATERLOO, CITY OF	101.85			01/30/24
					DEER DISPOSAL;1/1-1/10/24					
					ACCOUNT TOTAL		101.85	.00	101.85	
551-6685-436.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES					
1237		08/24 AP		01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.19			01/30/24
					STAPLES AND PAPER					
					ACCOUNT TOTAL		11.19	.00	11.19	
551-6685-436.72-16					OPERATING SUPPLIES / TOOLS					
1208		08/24 AP		01/02/24	0000000	FAIRHURST, MARK	69.99			01/30/24
					TOOL FOR BALER AT RECYCLI					
					NG					



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FUND 551 REFUSE FUND										
551-6685-436.72-16						OPERATING SUPPLIES / TOOLS				
1208		08/24 AP		01/02/24	0000000	MENARDS-CEDAR FALLS	69.96			01/30/24
						STYROFOAM DENSIFIER				
						ACCOUNT TOTAL	139.95	.00	139.95	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING										
551-6685-436.72-19						OPERATING SUPPLIES / PRINTING				
1208		08/24 AP		01/09/24	0000000	CAROLINA SOFTWARE, INC.	806.86			01/30/24
						SCALE TICKET PAPER				
						ACCOUNT TOTAL	806.86	.00	806.86	
551-6685-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
1190		08/24 AP		01/02/24	0000000	THOMPSON SHOES	165.75			01/30/24
						SAFETY SHOES-L CONRAD				
						P.O. 56926				
						ACCOUNT TOTAL	165.75	.00	165.75	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES										
551-6685-436.73-01						OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES				
1156		08/24 AP		12/27/23	0000000	MENARDS-CEDAR FALLS	60.99			01/30/24
						MAILBOX REPAIR				
						1033 BARRINGTON				
						ACCOUNT TOTAL	60.99	.00	60.99	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
551-6685-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
1237		08/24 AP		01/09/24	0000000	C & C WELDING & SANDBLASTING	544.44			01/30/24
						CONVEYOR BELT REPAIR				
						BALE IN RECYCLING				
						ACCOUNT TOTAL	544.44	.00	544.44	
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
551-6685-436.73-06						OTHER SUPPLIES / BUILDING REPAIR				
1156		08/24 AP		01/04/23	0000000	O'DONNELL ACE HARDWARE	15.69			01/30/24
						OVERHEAD DOOR REPAIR				
						ACCOUNT TOTAL	15.69	.00	15.69	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN										
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
1156		08/24 AP		01/05/24	0000000	WEIKERT IRON AND METAL	1,561.00			01/30/24
						APPLIANCE RECYCLING				
1208		08/24 AP		12/30/23	0000000	LIBERTY TIRE RECYCLING, LLC	467.45			01/30/24
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	2,028.45	.00	2,028.45	

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<b>FUND 551 REFUSE FUND</b>								
551-6685-1156	436.93-01			08/24 AP 01/02/24	EQUIPMENT / EQUIPMENT ECHO GROUP, INC. STYROFOAM MACHINE INSTALL	911.53		01/30/24
					ACCOUNT TOTAL	911.53	.00	911.53
					FUND TOTAL	4,792.92	.00	4,792.92
<b>FUND 552 SEWER RENTAL FUND</b>								
552-6665-1237	436.71-01			08/24 AP 01/15/24	OFFICE SUPPLIES / OFFICE SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	3.31		01/30/24
552-6665-1208	436.71-01			08/24 AP 01/05/24	STAPLES AND PAPER OFFICE EXPRESS OFFICE PRODUCT DIVIDERS,BINDERS,NOTEBOOK STAPLER,PENS-WR/QUINN	137.94		01/30/24
					ACCOUNT TOTAL	141.25	.00	141.25
552-6665-1229	436.72-16			08/24 AP 01/18/24	OPERATING SUPPLIES / TOOLS MENARDS-CEDAR FALLS TOOL BOX AND BAG	38.43		01/30/24
552-6665-1229	436.72-16			08/24 AP 01/05/24	MENARDS-CEDAR FALLS TUB, TROWEL	12.38		01/30/24
					ACCOUNT TOTAL	50.81	.00	50.81
552-6665-1229	436.72-60			08/24 AP 01/04/24	OPERATING SUPPLIES / SAFETY SUPPLIES GRAINGER PARTS HIP WADERS	173.70		01/30/24
552-6665-1229	436.72-60			08/24 AP 08/21/23	CAMPBELL SUPPLY WATERLOO SAFETY GLASSES	68.28		01/30/24
					ACCOUNT TOTAL	241.98	.00	241.98
552-6665-1229	436.73-05			08/24 AP 01/16/24	OTHER SUPPLIES / OPERATING EQUIPMENT GURNEY & ASSOCIATES, INC. FINAL #2 SLUDGE VALVES	3,226.43		01/30/24
552-6665-1229	436.73-05			08/24 AP 01/12/24	O'DONNELL ACE HARDWARE SNOW BLOWER SHEAR PINS	9.20		01/30/24
					ACCOUNT TOTAL	3,235.63	.00	3,235.63
552-6665-1229	436.73-06			08/24 AP 01/11/24	OTHER SUPPLIES / BUILDING REPAIR O'DONNELL ACE HARDWARE DEICER/NUTS & BOLTS SNOW PUSHER	109.78		01/30/24

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FUND 552 SEWER RENTAL FUND									
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
1229		08/24	AP	01/05/24	0000000	O'DONNELL ACE HARDWARE GLASS CLEANER	16.99		01/30/24
ACCOUNT TOTAL							126.77	.00	126.77
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
1229		08/24	AP	01/17/24	0000000	NORTH CENTRAL LABORATORIES LAB SUPPLIES	462.97		01/30/24
ACCOUNT TOTAL							462.97	.00	462.97
552-6665-436.74-05 SEWER SUPPLIES / OPER EQUIP-COLLECTIONS SY									
1229		08/24	AP	01/03/24	0000000	C & C WELDING & SANDBLASTING HYDROVAC ADAPTER FABR	757.93		01/30/24
ACCOUNT TOTAL							757.93	.00	757.93
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS									
1229		08/24	AP	01/15/24	0000000	O'DONNELL ACE HARDWARE		43.99	01/30/24
						SNOW SHOVEL RETURN			
1229		08/24	AP	01/10/24	0000000	O'DONNELL ACE HARDWARE	141.98		01/30/24
						SNOW PUSHERS			
1229		08/24	AP	01/08/24	0000000	O'DONNELL ACE HARDWARE	111.95		01/30/24
						SNOW SHOVEL/BRUSH/SCRAPER			
ACCOUNT TOTAL							253.93	43.99	209.94
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL									
1229		08/24	AP	01/17/24	0000000	GIERKE-ROBINSON COMPANY, INC. ONE CALL SUPPLIES	130.47		01/30/24
ACCOUNT TOTAL							130.47	.00	130.47
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS									
1229		08/24	AP	01/22/24	0000000	O'DONNELL ACE HARDWARE	46.68		01/30/24
						END CAP, PLIERS			
1229		08/24	AP	01/15/24	0000000	CAMPBELL SUPPLY WATERLOO PUNCH	17.33		01/30/24
1229		08/24	AP	01/15/24	0000000	O'DONNELL ACE HARDWARE	34.68		01/30/24
						TORCH, PROFANE			
1229		08/24	AP	01/04/24	0000000	FASTENAL COMPANY	25.31		01/30/24
						ANCHOR EPOXY-TIMBER DR.			
1229		08/24	AP	01/03/24	0000000	FASTENAL COMPANY	33.41		01/30/24
						SCREWS-TIMBER DRIVE			

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FUND 552 SEWER RENTAL FUND										
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS						continued				
1229		08/24	AP	01/02/24	0000000	FASTENAL COMPANY TIMBER DRIVE	95.15		01/30/24	
1229		08/24	AP	12/29/23	0000000	CAMPBELL SUPPLY WATERLOO SHAFT COUPLER-TIMBER DR.	42.38		01/30/24	
ACCOUNT TOTAL							294.94	.00	294.94	
552-6665-436.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1229		08/24	AP	01/02/24	0000000	BRECKE MECHANICAL CONTRACTORS HE#1 TUNING	403.90		01/30/24	
ACCOUNT TOTAL							403.90	.00	403.90	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
1229		08/24	AP	01/19/24	0000000	ARAMARK MOPS AND TOWELS	34.46		01/30/24	
1229		08/24	AP	01/05/24	0000000	ARAMARK MOPS AND TOWELS	34.46		01/30/24	
ACCOUNT TOTAL							68.92	.00	68.92	
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1229		08/24	AP	01/13/24	0000000	UNITED PARCEL SERVICE SHIPPING TO ALDERON INDUSTRIES	43.48		01/30/24	
ACCOUNT TOTAL							43.48	.00	43.48	
FUND TOTAL							6,212.98	43.99	6,168.99	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1210		08/24	AP	01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT PRONGS,BUTTON & D BATTERY	1.01		01/30/24	
1210		08/24	AP	01/05/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER, 11X17 PAPER	5.60		01/30/24	
1210		08/24	AP	01/05/24	0000000	DES MOINES STAMP MFG. CO. DATE STAMP	2.84		01/30/24	
ACCOUNT TOTAL							9.45	.00	9.45	
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
1207		08/24	AP	07/01/23	0000000	BLACK HAWK COUNTY CONSERVATIO	1,685.00		01/30/24	

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FUND 555 STORM WATER UTILITY										
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.							continued			
HARTMAN EDUCATION PARTNER IOWA DNR MS-4 STRMWTR:1/3										
ACCOUNT TOTAL							1,685.00	.00	1,685.00	
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1207		08/24 AP		01/12/24	0000000	AECOM TECHNICAL SERVICES, INC	16,062.84			01/30/24
		3306-2023				STORMWATER PLAN 12/02/23-01/05/24 SURVEY				
		PROJECT#:				023306				
1207		08/24 AP		01/11/24	0000000	STRAND ASSOCIATES, INC.	7,746.96			01/30/24
		3306-2023				STORMWATER PLAN 12/01-12/31/23				
		PROJECT#:				023306				
1207		08/24 AP		12/29/23	0000000	IOWA NORTHLAND REGIONAL CO. O	235.18			01/30/24
		3306-2023				STORMWATER PLAN DECEMBER EXPENSES				
		PROJECT#:				023306				
ACCOUNT TOTAL							24,044.98	.00	24,044.98	
FUND TOTAL							25,739.43	.00	25,739.43	
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	21.67			01/30/24
						TAPE DISPENSER/STAPLER				
1228		08/24 AP		01/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			01/30/24
						COPY PAPER				
ACCOUNT TOTAL							23.95	.00	23.95	
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
1228		08/24 AP		01/22/24	0000000	GORDON FLESCH COMPANY	1,083.25			01/30/24
						COPIERS/ASI-24629-MPS-01 01/22/24-02/21/24				
ACCOUNT TOTAL							1,083.25	.00	1,083.25	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
1228		08/24 AP		01/23/24	0000000	BLUEBEAM INC	2,866.00			01/30/24
						REVU ANNUAL LICENSE COMPLETE MAINTENANCE				
1228		08/24 AP		01/22/24	0000000	TRANSOFT SOLUTIONS, INC.	850.00			01/30/24
						ANNUAL AUTOTURN SOFTWARE 4/1/24-3/31/25				
1190		08/24 AP		01/17/24	0000000	HEARTLAND BUSINESS SYSTEMS LL	6,649.72			01/30/24
						0365 MONTH SUBSC-JANUARY				
ACCOUNT TOTAL							10,365.72	.00	10,365.72	

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FUND 606 DATA PROCESSING FUND										
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1228		08/24	AP	12/19/23	0000000	INSIGHT PUBLIC SECTOR, INC. MS LICENSING-ENTERPRISE SOFTWARE ASSURANCE	12,717.99			01/30/24
ACCOUNT TOTAL							12,717.99	.00	12,717.99	
FUND TOTAL							24,190.91	.00	24,190.91	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1237		08/24	AP	01/15/24	0000000	OFFICE EXPRESS OFFICE PRODUCT STAPLES AND PAPER	4.56			01/30/24
ACCOUNT TOTAL							4.56	.00	4.56	
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL										
1242		08/24	AP	01/23/24	0000000	HTP ENERGY	12,158.07			01/30/24
1242		08/24	AP	01/23/24	0000000	BLUFF ST DIESEL #1 HTP ENERGY	9,095.76			01/30/24
1242		08/24	AP	01/17/24	0000000	2200 TECH DIESEL #1 CONSOLIDATED ENERGY COMPANY	692.50			01/30/24
1237		08/24	AP	01/12/24	0000000	DEF BULK 2200 TECH HTP ENERGY	10,440.41			01/30/24
1237		08/24	AP	01/12/24	0000000	BLUFF ST DIESEL SPLIT LOAD HTP ENERGY	17,180.40			01/30/24
1237		08/24	AP	01/12/24	0000000	GASOHOL BLUFF STREET HTP ENERGY	10,440.41			01/30/24
1237		08/24	AP	01/11/24	0000000	#1 DIESEL SPLIT LOAD AT 2200 TECH NORTHLAND PRODUCTS CO.	830.50			01/30/24
1237		08/24	AP	01/08/24	0000000	BULK ANTIFREEZE NORTHLAND PRODUCTS CO.	548.16			01/30/24
1237		08/24	AP	01/04/24	0000000	SAE 30 WEIGHT OIL NORTHLAND PRODUCTS CO.	53.80			01/30/24
1237		08/24	AP	12/31/23	0000000	USED OIL COLLECTION AIRGAS USA, LLC	99.61			01/30/24
ACCOUNT TOTAL							61,539.62	.00	61,539.62	
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1190		08/24	AP	01/02/24	0000000	THOMPSON SHOES	175.00			01/30/24
1190		08/24	AP	01/02/24	0000000	SAFETY SHOES-D GEARHART P.O. 56928 THOMPSON SHOES	175.00			01/30/24

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FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES continued										
SAFETY SHOES-B STEINLAGE P.O. 56931										
ACCOUNT TOTAL							350.00	.00	350.00	
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES										
1242		08/24 AP		01/23/24	0000000	C & C WELDING & SANDBLASTING	217.25			01/30/24
STOCK STEEL FOR PLOWS										
1242		08/24 AP		01/17/24	0000000	MOTION INDUSTRIES, INC.	600.30			01/30/24
WIRE ROPE FOR #260 WING										
1237		08/24 AP		01/16/24	0000000	LAWSON PRODUCTS, INC.	2,110.52			01/30/24
MISC SHOP SUPPLIES										
1242		08/24 AP		01/15/24	0000000	C & C WELDING & SANDBLASTING	140.40			01/30/24
SNOW BLOWER WEAR BLADE										
1237		08/24 AP		01/12/24	0000000	C & C WELDING & SANDBLASTING	70.44			01/30/24
STOCK STEEL										
1242		08/24 AP		01/11/24	0000000	O'DONNELL ACE HARDWARE	26.07			01/30/24
CAULK FOR CONVEYOR FLOOR										
1242		08/24 AP		01/11/24	0000000	O'DONNELL ACE HARDWARE	4.45			01/30/24
MISC BOLTS FOR CONVEYOR										
1242		08/24 AP		01/05/24	0000000	C & C WELDING & SANDBLASTING	310.98			01/30/24
PLOW ANGLE CYLINDER #405										
1242		08/24 AP		01/05/24	0000000	C & C WELDING & SANDBLASTING	233.00			01/30/24
PLOW ANGLE CYLINDER #405										
ACCOUNT TOTAL							3,713.41	.00	3,713.41	
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY										
1242		08/24 AP		01/17/24	0000000	C & C WELDING & SANDBLASTING	411.45			01/30/24
#243 TAILGATE REPAIR										
1237		08/24 AP		01/16/24	0000000	C & C WELDING & SANDBLASTING	205.75			01/30/24
#268 SANDER REPAIR										
1237		08/24 AP		01/11/24	0000000	D & D TIRE INC.	2,500.00			01/30/24
#342 DRIVE TIRES										
1242		08/24 AP		01/11/24	0000000	RASMUSSEN CO., THE	75.00			01/30/24
TOW 2019 CHEVY VOLT TO COMMUNITY MOTORS										
1242		08/24 AP		01/10/24	0000000	RASMUSSEN CO., THE	375.00			01/30/24
#247 TOWED TRUCK TO PUBLIC WORKS										
1242		08/24 AP		01/08/24	0000000	RASMUSSEN CO., THE	375.00			01/30/24
TOWED TRUCKS #342, #346 REFUSE TO WEST LOT										
1242		08/24 AP		01/02/24	0000000	MURPHY TRACTOR & EQUIPMENT CO	1,767.67			01/30/24
POWER BOOST BRAKE LINE #285										
1242		08/24 AP		12/28/23	0000000	MURPHY TRACTOR & EQUIPMENT CO	2,577.18			01/30/24
#280 REPAIR AND SERVICE										
1242		08/24 AP		12/28/23	0000000	RASMUSSEN CO., THE	412.50			01/30/24
#348 TOW TO TRUCK CENTER COMPANY										
1242		08/24 AP		12/28/23	0000000	TRUCK CENTER COMPANIES EAST L	4,363.81			01/30/24
#348 NO START ISSUE										

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY continued									
1242		08/24 AP		12/05/23	0000000	WITHAM AUTO CENTERS	135.63		01/30/24
						#AD07 ALIGNMENT			
						ACCOUNT TOTAL	13,198.99	.00	13,198.99
685-6698-446.93-01 EQUIPMENT / EQUIPMENT									
1242		08/24 AP		12/15/23	0000000	COVERUP, LTD.	1,420.00		01/30/24
						#515 AND #139 BED COVERS			
						ACCOUNT TOTAL	1,420.00	.00	1,420.00
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
1242		08/24 AP		01/12/24	0000000	KOLOR TEK IOWA LLC	600.00		01/30/24
						FD522 HOOD PAINT REPAIR			
						ACCOUNT TOTAL	600.00	.00	600.00
						FUND TOTAL	80,826.58	.00	80,826.58
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-457.51-03 INSURANCE / LTD INSURANCE									
1228		08/24 AP		01/23/24	0000000	MADISON NATIONAL LIFE INS.CO.	4,407.26		01/30/24
						LTD-FEBRUARY 2024			
						ACCOUNT TOTAL	4,407.26	.00	4,407.26
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
1228		08/24 AP		01/23/24	0000000	MADISON NATIONAL LIFE INS.CO.	2,819.22		01/30/24
						GROUP LIFE AD/D-FEB.2024			
						ACCOUNT TOTAL	2,819.22	.00	2,819.22
						FUND TOTAL	7,226.48	.00	7,226.48
FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE									
1228		08/24 AP		01/18/24	0000000	ARTHUR J. GALLAGHER RISK MGMT	2,046.00		01/30/24
						TRAVELER AUTO AUDIT 22-23			
1228		08/24 AP		01/16/24	0000000	CHRISTIE DOOR COMPANY	393.75		01/30/24
						DOI:12/26/23 RECYCLE MASONRY DAMAGE			



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FUND 689 LIABILITY INSURANCE FUND									
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE continued									
1228		08/24 AP		01/15/24	0000000	CHRISTIE DOOR COMPANY MASONRY DAMAGE	568.75		01/30/24
1228		08/24 AP		01/04/24	0000000	ACKERSON MASONRY, LLC MASONRY DAMAGE	3,940.00		01/30/24
ACCOUNT TOTAL							6,948.50	.00	6,948.50
FUND TOTAL							6,948.50	.00	6,948.50
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							1,999,741.35	4,106.29	1,995,635.06