



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

Call to Order by the Mayor

Roll Call

Pledge of Allegiance

Approval of Minutes

1. Approval of the minutes of the Regular City Council meeting of June 17, 2024.

Agenda Revisions

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

Staff Updates

Special Order of Business

2. Public hearing on a proposal to undertake a public improvement project for the Katoski Drive Box Culvert Replacement Project, and to authorize acquisition of private property for said project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 06/25/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving a public improvement project for the Katoski Drive Box Culvert Replacement Project, and to authorize acquisition of private property for said project.
3. Public hearing on a proposal to undertake a public improvement project for the South Main Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 06/25/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving a public improvement project for the South Main Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said project.

Old Business

4. Pass Ordinance #3068, amending Chapter 6, Animals, of the Code of Ordinances relative to impoundment of dogs, cats or poultry running at-large, redemption of impounded animals, permitting dog, cat or poultry to run at-large, disposition of impoundment animals and notice of destruction of animal; appeal, upon its third & final consideration.
5. Pass Ordinance #3069, amending the Zoning Map by removing real estate located at 2216 Main Street and 127 East 23rd Street, Commercial District, upon its second consideration.
6. Pass Ordinance #3070, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to containers; placement for collection; penalty of violation and service charges – established, 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.)

7. Receive and file the City Council Committee of the Whole minutes of June 17, 2024 relative to the following item:
 - a) Parking Study Report.
8. Receive and file the following resignations of members from Boards and Commissions:
 - a) Jason Droste, Human Rights Commission.
 - b) Brad Leeper, Planning & Zoning Commission.
9. Approve the following applications for retail alcohol licenses:
 - a) Chuck E. Cheese's, 5911 University Avenue, Special Class C retail alcohol - renewal.
 - b) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C retail alcohol - renewal.
 - c) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol - renewal.
 - d) Cooper's Taproom, 2002 College Street, Class C retail alcohol - renewal.
 - e) Le Petit, 119 Main Street, Class C retail alcohol - renewal.
 - f) Montage, 222-224 Main Street, Class C retail alcohol & outdoor service – renewal.
 - g) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - renewal.
 - h) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol – change in ownership.
 - i) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (July 25, 2024 and August 29, 2024)

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

10. Resolution Calendar with items considered separately.
11. Resolution approving and authorizing execution of an Agreement in Support of Cedar Falls Community School District relative to FY2025 Cedar Falls Health Trust Services Funding.
12. Resolution approving and authorizing execution of an Agreement in Support of NAMI Black Hawk County relative to FY2025 Cedar Falls Health Trust Services Funding.
13. Resolution approving and authorizing execution of an Agreement in Support of Family YMCA of Black Hawk County relative to FY2025 Cedar Falls Health Trust Services Funding.
14. Resolution approving and authorizing execution of an Agreement with the University of Northern Iowa relative to a City Employee Climate Survey.
15. Resolution approving and adopting an Amendment to the City's Health Insurance Benefits and Summary Plan Document relative to continuation of health coverage for dependents of eligible peace officers and firefighters.
16. Resolution approving and adopting amendments to CFD 2251: Personnel Policy – Insurance Benefits.

- [17.](#) Resolution approving and adopting an Amendment to the City's Health Insurance Benefits and Summary Plan Document relative to continuation of existing health coverage for one additional month.
- [18.](#) Resolution approving and authorizing execution of a Service/Product Agreement for asbestos removal and disposal services with All Star Environmental relative to property located at 523 West 1st Street.
- [19.](#) Resolution approving an amendment to the PC-2, Planned Commercial Zoning District Master Plan and site plan for construction of a practice soccer field to be located at 924 West Viking Road.
- [20.](#) Resolution approving the minor plat of Geisler Minor Subdivision Plat No. 1, replat of Lots 7, 8, & 9, Normal Addition.
- [21.](#) Resolution approving a College Hill Neighborhood Overlay District design review for two new duplexes located at 2511 Franklin Street. (Contingent upon approval of previous item)
- [22.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the public right-of-way of West 27th Street.
- [23.](#) Resolution approving and authorizing execution of a License Agreement with Aureon Network Services relative to installing a fiber optic telecommunications system within the public right-of-way of Orchard Drive.
- [24.](#) Resolution approving and accepting three Warranty Deeds in conjunction with the North Cedar Heights Area Reconstruction Project.
- [25.](#) Resolution setting July 15 as the date of public hearing on the proposed conveyance of certain vacated alley right-of-way abutting 1307 Longview Street.
- [26.](#) Resolution setting July 15 as the date of public hearing on the FFY2024-2028 Consortium 5-Year Consolidated Plan for Community Development Block Grant (CDBG) & HOME Programs.

Ordinances

- [27.](#) Pass an ordinance, amending Chapter 2, Administration, of the Code of Ordinances relative to controller/city treasurer, information systems manager, city clerk, appointment, powers and duties of city attorney, appointment, powers and duties of human resources manager, planning and community services manager, manager, building official, manager of operations and maintenance, city engineer, and water reclamation manager, upon its first consideration.
- [28.](#) Pass an ordinance, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to public events on city property, upon its first consideration.
- [29.](#) Pass an ordinance, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to parking prohibited on specific streets, upon its first consideration.
- [30.](#) Pass an ordinance, amending Chapter 26, Zoning, of the Code of Ordinances relative to residence district, upon its first consideration.

Allow Bills and Claims

- [31.](#) Allow Bills and Claims for July 1, 2024.

Council Updates and Announcements

Council Referrals

Executive Session

32. 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 Information contained in records in the custody of a governmental body that are confidential records pursuant to Iowa Code Section 22.7(50).

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, JUNE 17, 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, Crisman (via Zoom), Dunn. Absent: Ganfield. Mayor Laudick led the Pledge of Allegiance.

54822 - It was moved by Kruse and seconded by Latta that the minutes of the Regular Meeting of June 3, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54823 - Carrie Sherwood, Dike, commented on public forum time extension and concern with the delay in discussion and action on retroactive policy.

Rick Sharp, Cedar Falls, thanked staff for their quick response to concerns about yard waste. Sharp expressed concern regarding dates and hours of allowed fireworks use and asked about enforcement. Police Chief Howard, Mayor Laudick, and Councilmember Schultz commented.

54824 - Mayor Laudick announced the City Fireworks show at the UNI Dome on June 27, 2024 at 9:30/9:45 PM.

54825 - Mayor announced that this was the time and place for a hearing on a complaint issued to MT Tanks, LLC, d/b/a Panther Travel Center, 1525 West Ridgeway Avenue, for a first tobacco violation. Assistant City Attorney McMahon provided background on the tobacco complaint. There being no one else present wishing to speak, the Mayor declared the hearing closed and passed to the next order of business.

It was moved by Dunn and seconded by Latta to approve and authorize execution of an Order Assessing Penalty relative to a First Tobacco Violation regarding MT Tanks, LLC, d/b/a Panther Travel Center, 1525 West Ridgeway Avenue. 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, Crisman, and Dunn. Nay: None. Motion carried.

54826 - Mayor Laudick announced that in accordance with the public notice of June 11, 2024, this was the time and place for a public hearing on the proposed rezoning from M-1, Light Industrial District, to C-2, Commercial District, of properties located at 2216 main Street and 127 East 23rd Street. 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.

54827 - The Mayor then asked if there were any written communications filed to the project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Community Services Manager Howard provided an update on the property. There being no one else present wishing to speak about the property, the Mayor declared the hearing closed and passed to

the next order of business.

- 54828 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3069, amending the Zoning Map by removing real estate located at 2216 Main Street and 127 East 23rd Street, Commercial District, 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, Crisman, Dunn. Nay: None. Motion carried.

- 54829 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3059, amending the Zoning Map by removing real estate located at 2300 Main Street from M-1, Light Industrial District, to C-2, Commercial District, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3059 duly passed and adopted.

- 54830 - It was moved by Kruse and seconded by Schultz that Ordinance #3060, vacating certain public right-of-way of an alley between Longview Street and Cedar Street, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3060 duly passed and adopted.

- 54831 - It was moved by Latta and seconded by Kruse that Ordinance #3061, amending Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for simple misdemeanors, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3061 duly passed and adopted.

- 54832 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3062, amending Chapter 2, Administration, of the Code of Ordinances relative to approval of bills and claims against city, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3062 duly passed and adopted.

- 54833 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3063, amending Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances relative to location and operation – generally and Chapter 17, Parks and Recreation, of the Code of Ordinances relative to noxious weeds prohibited; exceptions, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta,

Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3063 duly passed and adopted.

- 54834 - It was moved by Kruse and seconded by Schultz that Ordinance #3064, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to the use of city collection service, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3064 duly passed and adopted.
- 54835 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3065, amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to disorderly conduct - generally, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3065 duly passed and adopted.
- 54836 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3066, amending Chapter 18, Planning, of the Code of Ordinances relative to powers and duties, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3066 duly passed and adopted.
- 54837 - It was moved by Kruse and seconded by Hawbaker that Ordinance #3067, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to general passing, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3067 duly passed and adopted.
- 54838 - It was moved by Kruse and seconded by Dunn that Ordinance #3068, amending Chapter 6, Animals, of the Code of Ordinances relative to impoundment of dogs, cats or poultry running at-large, redemption of impounded animals, permitting dog, cat, or poultry to run at-large, disposition of impoundment animals and destruction of animal; appeal, be passed upon its second 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, Crisman, Dunn. Nay: None. Motion carried.
- 54839 - It was moved by Kruse and seconded by Hawbaker that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Work Session minutes of June 3, 2024 relative

to the following item:

- a) Residential Incentives & Draft Policy.

Receive and file the City Council Committee of the Whole minutes of June 3, 2024 relative to the following item:

- a) Grow Cedar Valley Update.

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

- a) Crystal Waltz, Human Rights Commission, term ending 07/01/2027.
- b) Tyler Ingham, Human Rights Commission, term ending 07/01/2027.
- c) Madeleine Seymour, Human Rights Commission, term ending 07/01/2027.
- d) Stephanie Houk Sheetz, Metropolitan Transit Board, term ending 6/30/2027.

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

- a) Administrative Supervisor.
- b) Public Safety Officer.

Approve a request by Cedar Falls Utilities for a temporary variance from Section 15-83 of the Code of Ordinances, Prohibited noises generally, to allow painting of a water tower to occur on Sundays.

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

- a) B&B West, 3105 Hudson Road.
- b) Bani's, 2128 College Street.
- c) Buzz Smoke & Vapor, 2125 College Street, Suite A.
- d) Cloud 9 Glass & Novelty, 2125 College Street, Suite C.
- e) Dollar General #14412, 2921 Center Street.
- f) Dollar General #21239, 1922 Valley Park Drive.
- g) Fleet Farm Fuel, 108 West Ridgeway Avenue.
- h) Great Wall Chinese Restaurant, 2125 College Street, Suite D.
- i) Kwik Spirits #561, 4116 University Avenue, Suite 104-105.
- j) Kwik Star #490, 7500 Nordic Drive.
- k) Kwik Star #726, 2019 College Street.
- l) Kwik Star #934, 4515 Coneflower Parkway.
- m) Mini Mart, 1420 West 1st Street.
- n) Pheasant Ridge Golf Course, 3205 West 12th Street.
- o) Posh Smoke and Vape, 6322 University Avenue, Suite L.
- p) Prime Mart, 2728 Center Street.
- q) Prime Vapor and Tobacco, 2323 Main Street.
- r) Suds, 2223 1/2 College Street.
- s) Thunder Ridge Ampride, 2425 Whitetail Drive.
- t) Walgreens #10557, 2509 Whitetail Drive.

Approve the following applications for retail alcohol licenses:

- a) Dollar General Store, 2921 Center Street, Class B retail alcohol - renewal.
- b) King Star, 2228 Lincoln Street, Class B retail alcohol - renewal.
- c) Kwik Star, 2019 College Street, Class B retail alcohol - renewal.
- d) Kwik Star, 7500 Nordic Drive, Class B retail alcohol - renewal.
- e) Amvets, 1934 Irving Street, Class F retail alcohol & outdoor service - renewal.
- f) Cindy Lou's BBQ, 6607 University Ave, Class C retail alcohol & outdoor service

- renewal.

g) George's Local, 108 E. 4th Street, Class C retail alcohol & outdoor service - renewal.

h) Hy-Vee Food Store, 6301 University Avenue, Class E retail alcohol - renewal.

i) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - change in ownership.

Motion carried unanimously.

54840 - It was moved by Latta and seconded by Hawbaker that the following resolutions be introduced and adopted:

Resolution #23,662 approving and adopting the City's FY2025 Appropriations Resolution.

Resolution #23,663 approving and adopting the City's FY2025 Payroll Resolution.

Resolution #23,664 approving and adopting the City's FY2025 Fee Schedule.

Resolution #23,665 reallocating 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.

Resolution #23,666 approving and authorizing execution of a Client Authorization to Bind Coverage relative to renewal of the City's Public Entity Insurance for FY2025.

Resolution #23,667 approving and authorizing the expenditure of funds for the purchase of Glock 26 Pistols with Trijicon SRO2 Optic firearms for the Public Safety Department.

Resolution #23,668 approving and accepting Bulletproof Vest Partnership (BVP) grant funding from the U.S. Department of Justice relative to replacement of police ballistic vests.

Resolution #23,669 approving and authorizing execution of a Contract for towing, wrecker, and storage services with Rasmusson Towing.

Resolution #23,670 approving and authorizing execution of a Contract for towing, wrecker, and storage services with Valley Wide Towing & Recovery Inc.

Resolution #23,671 approving and authorizing execution of an Agreement with Thad Peck relative to providing a Breathwork Workshop at the Recreation Center.

Resolution #23,672 approving and authorizing execution of an Agreement with Eden+ Nonprofit Fundraising Consulting relative to the Hearst 2.0 Fundraising Feasibility Study.

Resolution #23,673 approving and authorizing execution of an Iowa Economic Development Authority Certified Local Government (CLG) Program Grant Agreement with the State Historic Preservation Office (SHPO) relative to the

Overman Park Neighborhood.

Resolution #23,674 approving and accepting Four Warranty Deeds in conjunction with the North Cedar Heights Area Reconstruction Project.

Resolution #23,675 approving and authorizing execution of a Professional Service Agreement with Foth Infrastructure & Environment, LLC relative to the Highway 57 & Union Road Intersection Improvements Project.

Resolution #23,676 approving and authorizing execution of a Predesign Agreement for Primary Road Project with the Iowa Department of Transportation (IDOT) relative to the Highway 57 & Union Road Intersection Improvements Project.

Resolution #23,677 approving and accepting the contract and bond of Blacktop Service Co. for the 2024 Seal Coat Project.

Resolution #23,678 approving and authorizing execution of Supplemental Agreement No. 4 to the Professional Service Agreement with AECOM Technical Services, Inc. for design services relative to the North Cedar Heights Area Reconstruction Project – Phase III.

Resolution #23,679 setting July 1, 2024 as the date of public hearing on a proposal to undertake a public improvement project for the Katoski Drive Box Culvert Replacement Project, and to authorize acquisition of private property for said project.

Resolution #23,680 setting July 1, 2024 as the date of public hearing on a proposal to undertake a public improvement project for the South Main Street Sanitary Sewer Extension Project, and to authorize acquisition of private property for said 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, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,662 through #23,680 duly passed and adopted.

- 54841 - It was moved by Dunn and seconded by Latta that Resolution #23,681, approving and authorizing execution of an Employment Agreement with the City Administrator, be adopted. Following comments and responses by Mayor Laudick and Councilmember Schultz, it was moved by Kruse to move the discussion to a future Executive Session. Following comments by Mayor, City Attorney Rogers, and Councilmember Kruse the motion failed for lack of a second. 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, Hawbaker, Crisman, Dunn. Nay: Kruse. Motion carried. The Mayor then declared Resolution #23,681 duly passed and adopted.
- 54842 - It was moved by Dunn and seconded by Hawbaker that Resolution #23,682, approving and authorizing execution of an Administrative Services Agreement with Wellmark Blue Cross and Blue Shield of Iowa, Wellmark Health Plan of Iowa, Inc., relative to the City's FY2025 Employee Health Plan, be adopted.

Following comments by Rick Sharp, Cedar Falls, and responses by the Mayor, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,682 duly passed and adopted.

- 54843 - It was moved by Dunn and seconded by Hawbaker that Resolution #23,683, approving a Stop Loss Policy with Wellmark, Inc. relative to the City's FY2025 Employee Health Plan, 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, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,683 duly passed and adopted.
- 54844 - It was moved by Latta and seconded by Hawbaker that Resolution #23,684, approving and authorizing the expenditure of funds for the purchase of fencing relative to the Orchard hill pickleball Court Expansion project, be approved. Following comments by Councilmembers Kruse, Schultz, Dunn, Hawbaker and Rick Sharp, Cedar Falls, and responses by Community Development Director Sheetz, Mayor Laudick, and City Administrator Gaines, the Mayor put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,684 duly passed and adopted.
- 54845 - It was moved by Kruse and seconded by Dunn that Ordinance #3070, amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to containers; placement for collection; penalty of violation and service charges - established, 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, Crisman, Dunn. Nay: None. Motion carried.
- 54846 - It was moved by Kruse and seconded by Dunn that the bills and claims of June 17, 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, Crisman, Dunn. Nay: None. Motion carried.
- 54847 - It was moved by Kruse and seconded by Latta that the meeting be adjourned at 7:42 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE – City Engineer

DATE: June 21, 2024

SUBJECT: Katoski Drive Box Culvert Replacement Project
City Project Number: BR-265-3261
Public Hearing for Easement Acquisition

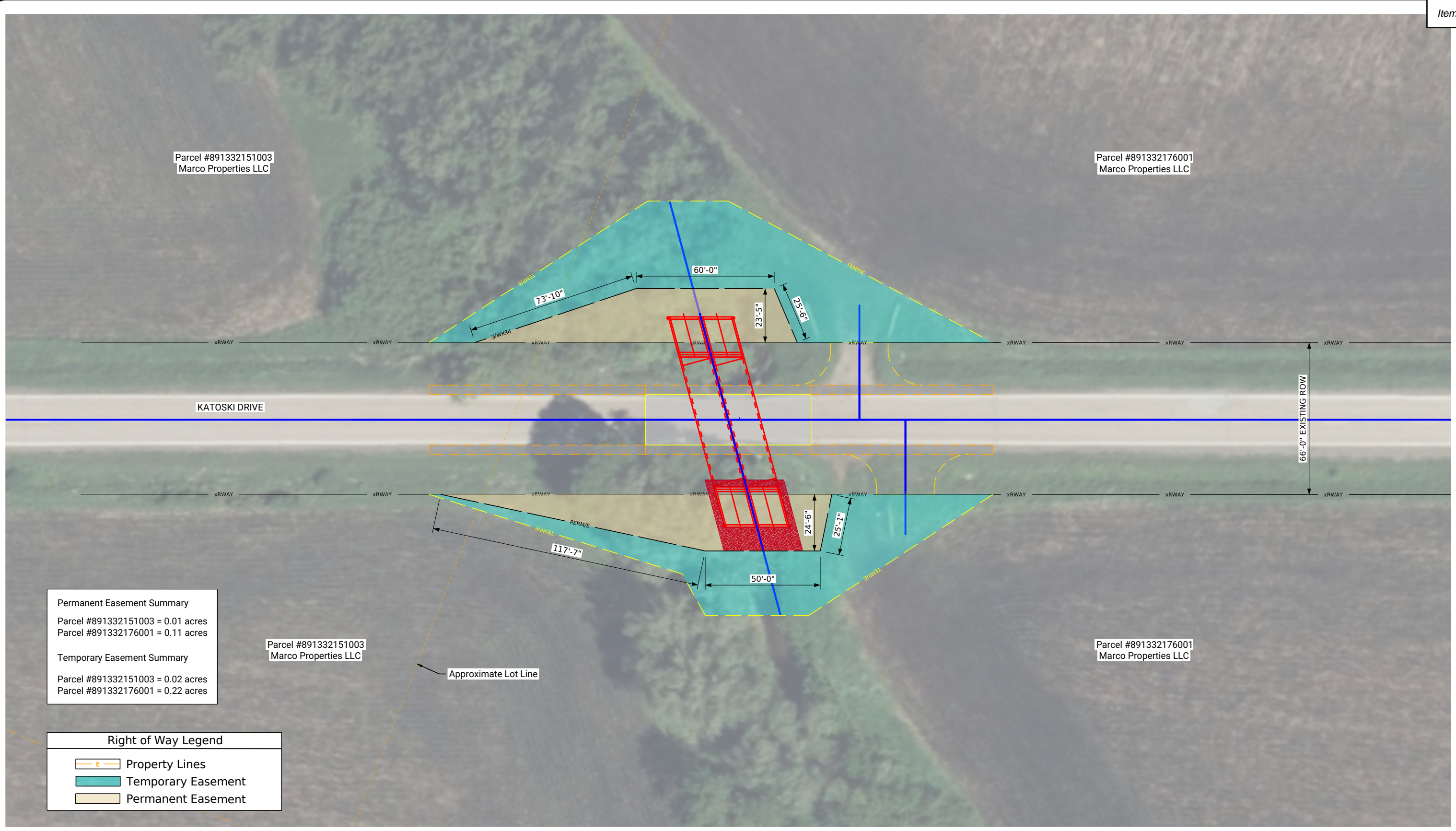
The City of Cedar Falls is planning the replacement of the Katoski Bridge over Branch Black Hawk Creek. This bridge is located on Katoski Drive approximately 1500 feet east of Cedar Heights Drive. Included in the project will be replacing the existing I-beam bridge with a new concrete double box culvert. Along with the box culverts will be a new paving asphalt paving surface on the deck of the of the new box culvert. Additionally, new rip rap will be placed along the aprons on the new culvert and restoration of the area.

Plans for the project show the need for easement acquisitions from approximately two (2) properties.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right-of-way and easements. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works

5/28/2024 11:58:02 AM pww://foth-pw.bentley.com/foth-pw-01/Documents/Clients/Cedar Falls IA C/Katoski Drive Bridge Replacement/CAD/Displays/Parcel Impact Exhibits/0024017_00_ACG(20 Scale).dgn



Permanent Easement Summary
 Parcel #891332151003 = 0.01 acres
 Parcel #891332176001 = 0.11 acres

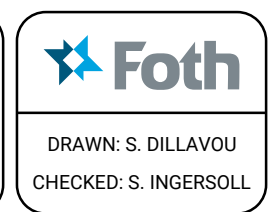
Temporary Easement Summary
 Parcel #891332151003 = 0.02 acres
 Parcel #891332176001 = 0.22 acres

Right of Way Legend	
	Property Lines
	Temporary Easement
	Permanent Easement

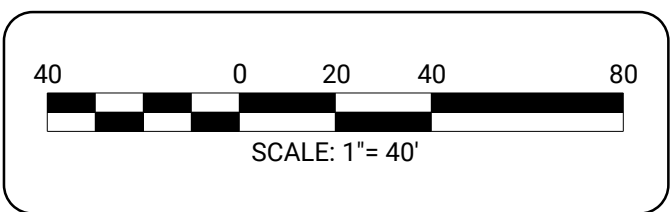
Parcel #891332151003
 Marco Properties LLC

Parcel #891332176001
 Marco Properties LLC

Approximate Lot Line



KATOSKI DRIVE BRIDGE REPLACEMENT OVER BRANCH BLACK HAWK CREEK CITY PROJECT NO.: BR-265-3261



PCL 1

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: David Wicke, PE – City Engineer

DATE: June 21, 2024

SUBJECT: South Main Sanitary Sewer Extension
City Project Number: SA-173-3332
Public Hearing for Easement Acquisition

The City of Cedar Falls is planning the reconstruction of the South Main Street Sanitary Sewer Extension Project from Bergstrom Boulevard to Greenhill Road. Included in the project will be the extension of the existing sanitary sewer to provide service to the properties located along the west side of Main Street from Bergstrom Boulevard to Greenhill Road. The new sewer will be an 8-inch sewer rated for sanitary service.

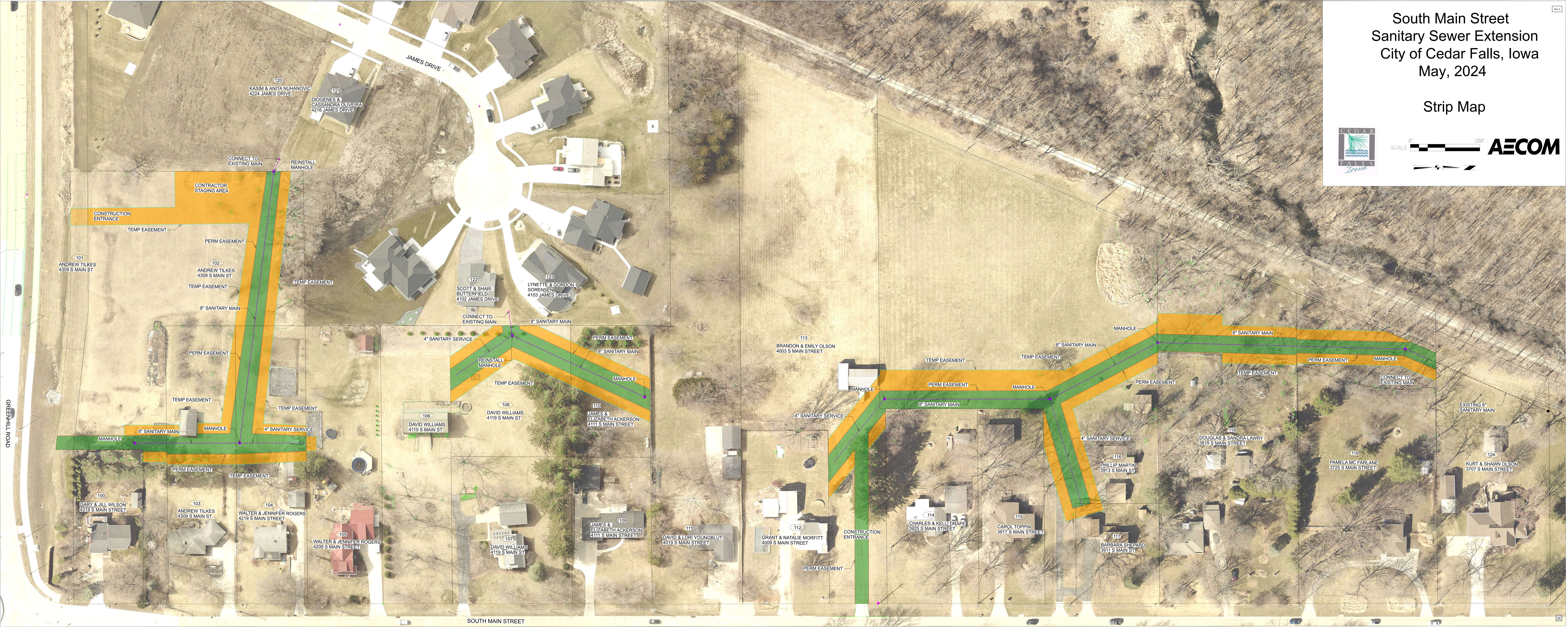
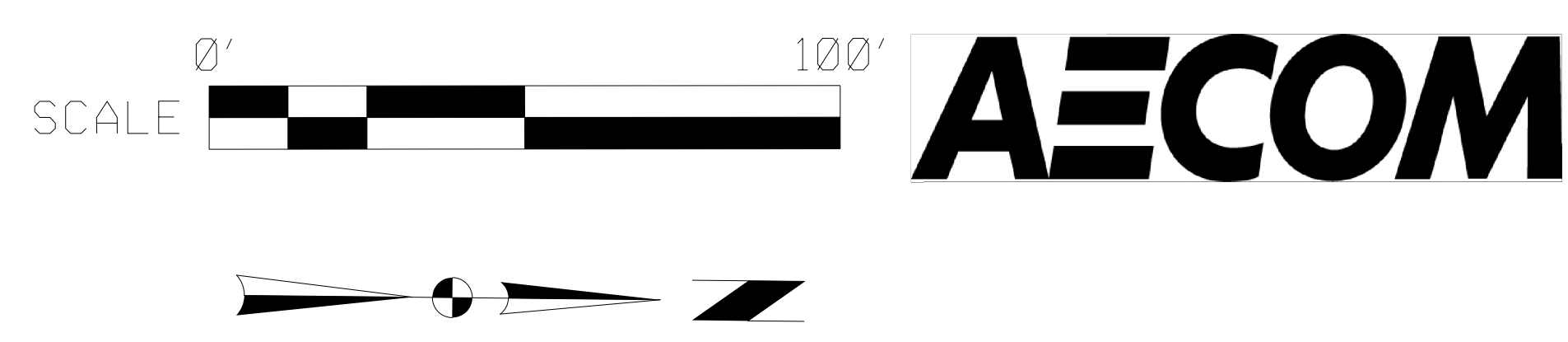
Plans for the project show the need for easement acquisitions from approximately nine (9) properties.

Iowa law requires that the City Council hold a public hearing to authorize proceeding with the project, including the purchase of right-of-way and easements. The public hearing offers an opportunity for the public, especially those from whom the fee title and easement acquisition will be purchased, to comment on the project.

xc: Chase Schrage, Director of Public Works

South Main Street
Sanitary Sewer Extension
City of Cedar Falls, Iowa
May, 2024

Strip Map





DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney, and Mark Howard, Chief of Police
DATE: May 22, 2024
SUBJECT: Amendments to Chapter 6 of the Code of Ordinances

Mayor and Council might recall that the City is no longer contracting with the City of Waterloo for animal control services, and instead this service is being handled by City personnel. This change has prompted a review of relevant City ordinances and now to recommend some changes to the City Code to better provide these services. Attached are the proposed amendments. To briefly summarize:

Section 6-53: The City is instituting a micro-chipping program for stray animals, and the recommended change to this ordinance contemplates identification by way of such a device for purposes of notification of an owner of an impounded animal.

Section 6-54: This entire Section of the Code is being revised to provide clarity in the redemption process and to impose additional conditions of redemption of impounded animals such as payment of a fee schedule approved boarding fee, a redemption fee, and registration and micro-chipping of the animal. The requirement to license and vaccinate the animal contained in the current ordinance is retained.

Section 6-58: These changes are for clarification purposes. For example, there is no subsection (a)(3) in the ordinance so that reference is removed.

Section 6-134: Subsection (a)(2)(g) is proposed to be amended to require micro-chipping of impounded dangerous animals.

Section 6-135: Requires the payment of boarding fees and the posting of a bond if a dangerous animal determination is appealed. Experience has shown that these costs are not paid by the owner after an appeal, leaving the City responsible for payment due to its contract with the Humane Society.

Approval of these changes is recommended. For any questions of a substantive nature, please feel free to contact Chief Howard.

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE, OF DIVISION 1, GENERALLY, TO ALLOW FOR DETERMINING OWNER INFORMATION BY ACCESSING TAGS AS WELL AS ADDING CLARIFYING TERMS; AND **2)** AMENDING SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS, OF DIVISION 1, GENERALLY, TO ESTABLISH NEW PROCEDURES FOR REDEMPTION OF IMPOUNDED ANIMALS, INCLUDING A REQUIREMENT THAT SUCH ANIMALS BE MICRO-CHIPPED; AND **3)** AMENDING SUBSECTION (b), EXCEPTIONS, OF SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE, OF DIVISION 1, GENERALLY, TO CLARIFY TERMS; AND **4)** AMENDING UNTITLED SUBSECTION (a)(2)(g) OF SECTION 6-134, DISPOSITION OF IMPOUNDED ANIMALS, OF DIVISION 3, DANGEROUS ANIMALS, TO ADD MICROCHIPPING AS A CONDITION OF RELEASE OF A DANGEROUS ANIMAL; AND **5)** AMENDING SUBSECTION (a), NOTIFICATION OF OWNER; APPEAL PROCEDURE, OF SECTION 6-135, NOTICE OF DESTRUCTION OF ANIMAL; APPEAL, OF DIVISION 3, DANGEROUS ANIMALS, TO REQUIRE THE POSTING OF A BOND IN THE EVENT OF APPEAL, ALL OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, is enacted in lieu thereof, as follows:

Sec. 6-53. Impoundment of dogs, cats or poultry running at-large.

Any dog, cat or poultry found running at-large shall be apprehended and impounded. When such dog, cat or poultry has been apprehended and impounded, the public safety services department or animal warden shall post written notice on the residence of the dog, cat or poultry owner, if such owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. is known. ~~The impounding agency shall also post notice of the impounded dog, cat or poultry on its website, if such owner is known. Such written notice shall be posted within 2 days after the animal has been impounded. If an impounded the owner does not redeem the~~ dog, cat or poultry is not timely redeemed by the owner as provided in section 6-542, the dog, cat or poultry may be humanely destroyed or otherwise disposed of in accordance with the law. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

(Ord. No. 2984, § 2, 3-1-2021)

Section 2. Section 6-54, Redemption of Impounded Animals, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-54, Redemption of Impounded Animals, is enacted in lieu thereof, as follows:

Sec. 6-54. Redemption of impounded animals.

~~Any unlicensed dog, cat or poultry or any other animal restrained or impounded in accordance with provisions of this article shall be held for a period of five days if there is no known owner. Any dog, cat or poultry restrained or impounded that is licensed or wearing a rabies tag will be held for a period of seven days. Litters of puppies and kittens may only be held for 24 hours. At the end of the five or seven day period, the owner of the dog, cat, poultry or other animal may redeem the animal by obtaining the required license and/or rabies vaccination if required, and by paying the cost of impoundment, which shall include a pickup fee and a daily boarding fee. The cost of impoundment paid to the impounding agency shall be retained by the impounding agency. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.~~

~~(a) *Holding of restrained or impounded animals.* Any dog, cat or poultry restrained or impounded in accordance with the provisions of this article will be held for a period of seven days after delivery of notice to the owner as provided in sec. 6-53, or for a period of three days for any dog, cat or poultry whose owner cannot be reasonably determined as provided in sec. 6-53. Litters of puppies and kittens may be held for only 24 hours. The period of restraint or impoundment may be extended if required by the local health board.~~

~~(b) *Redemption of impounded or restrained animals.* The owner of a dog, cat, poultry, or other animal that is restrained or impounded may redeem the animal only if the owner complies with the following within the holding period set forth in this section:~~

~~(1) Pay to the boarding agency any accrued boarding fees which shall be established by the city council by resolution from time to time.~~

~~(2) Pay to the impounding agency a redemption fee which shall be established by the city council by resolution from time to time.~~

~~(3) If the animal is unlicensed as required in this article, obtain a license along with any required vaccinations, at the owner's cost.~~

~~(4) If the animal is a dog or cat, register the dog or cat with the boarding agency and allow the boarding agency or designee to affix to the dog or cat a permanent microchip implant that includes the registration number and other identification information as determined by the boarding agency. Only if a microchip implant is impractical or would endanger the life or health of the dog or cat as determined by a licensed veterinarian will an alternate form of permanent identification be allowed. Such permanent identification shall be at the owner's cost. No person shall remove or alter such permanent identification once it is affixed.~~

~~(c) The impoundment and redemption provisions of this section do not apply to animals impounded under division 3 of this article.~~

(Ord. No. 2984, § 2, 3-1-2021)

Section 3. Subsection (b), Exceptions, of Section 6-58, Permitting Dog, Cat or Poultry to Run At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (b), Exceptions, of Section 6-58 is enacted in lieu thereof, as follows:

Sec. 6-58. Permitting dog, cat or poultry to run at-large.

[unchanged provisions omitted]

- (b) *Exceptions.* The foregoing subsections (a)(2) ~~and (a)(3)~~ of this section shall not apply to service dogs or assistive animals used by ~~disabledhandicapped~~ persons.

[unchanged provisions omitted]

Section 4. Untitled Subsection (a)(2)(g), of Section 6-134, Disposition of Impounded Animals, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (a)(2)(g) of Section 6-134 is enacted in lieu thereof, as follows:

Sec. 6-134. Disposition of impounded animals.

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
 - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:

[unchanged provisions omitted]

- g. Requiring the owner to ~~register~~~~tattoo~~ the dangerous animal and allow a permanent microchip implant to be affixed to the dangerous animal that includes the registration number and other identification information as determined by the chief of police. Only if a microchip implant is impractical or would endanger the life or health of the dangerous animal as determined by a licensed veterinarian will an alternate form of permanent identification be allowed, such as tattooing to provide permanent identification of the animal. Permanent identification in this manner may be required as a condition of release of the dangerous animal to its owner regardless of the outcome of any appeal.

[unchanged provisions omitted]

Section 5. Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135, Notice of Destruction of Animal; Appeal, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135 is enacted in lieu thereof, as follows:

Sec. 6-135. Notice of destruction of animal; appeal.

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
 - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.

(3) No appeal may be filed until all boarding costs incurred to date have been paid by the owner, and a cash bond or a bond issued by a surety approved by the city is filed with the city clerk in the penal sum of \$1000.00 which is the estimated cost of boarding that will be incurred during the pendency of the appeal.

(43) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.

(54) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.

(65) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 6-53, IMPOUNDMENT OF DOGS, CATS OR POULTRY RUNNING AT-LARGE, OF DIVISION 1, GENERALLY, TO ALLOW FOR DETERMINING OWNER INFORMATION BY ACCESSING TAGS AS WELL AS ADDING CLARIFYING TERMS; AND **2)** AMENDING SECTION 6-54, REDEMPTION OF IMPOUNDED ANIMALS, OF DIVISION 1, GENERALLY, TO ESTABLISH NEW PROCEDURES FOR REDEMPTION OF IMPOUNDED ANIMALS, INCLUDING A REQUIREMENT THAT SUCH ANIMALS BE MICRO-CHIPPED; AND **3)** AMENDING SUBSECTION (b), EXCEPTIONS, OF SECTION 6-58, PERMITTING DOG, CAT OR POULTRY TO RUN AT-LARGE, OF DIVISION 1, GENERALLY, TO CLARIFY TERMS; AND **4)** AMENDING UNTITLED SUBSECTION (a)(2)(g) OF SECTION 6-134, DISPOSITION OF IMPOUNDED ANIMALS, OF DIVISION 3, DANGEROUS ANIMALS, TO ADD MICROCHIPPING AS A CONDITION OF RELEASE OF A DANGEROUS ANIMAL; AND **5)** AMENDING SUBSECTION (a), NOTIFICATION OF OWNER; APPEAL PROCEDURE, OF SECTION 6-135, NOTICE OF DESTRUCTION OF ANIMAL; APPEAL, OF DIVISION 3, DANGEROUS ANIMALS, TO REQUIRE THE POSTING OF A BOND IN THE EVENT OF APPEAL, ALL OF ARTICLE II, ANIMAL CONTROL, OF CHAPTER 6, ANIMALS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-53, Impoundment of Dogs, Cats or Poultry Running At-Large, is enacted in lieu thereof, as follows:

Sec. 6-53. Impoundment of dogs, cats or poultry running at-large.

Any dog, cat or poultry found running at-large shall be apprehended and impounded. When such dog, cat or poultry has been apprehended and impounded, the public safety services department or animal warden shall post written notice on the residence of the dog, cat or poultry owner, if such owner's name and current address can reasonably be determined by accessing a tag or other device that is on or part of the animal. Such written notice shall be posted within 2 days after the animal has been impounded. If an impounded dog, cat or poultry is not timely redeemed by the owner as provided in section 6-54, the dog, cat or poultry may be humanely destroyed or otherwise disposed of in accordance with the law. The impoundment and disposition provisions of this section do not apply to animals impounded under division 3 of this article.

(Ord. No. 2984, § 2, 3-1-2021)

Section 2. Section 6-54, Redemption of Impounded Animals, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 6-54, Redemption of Impounded Animals, is enacted in lieu thereof, as follows:

Sec. 6-54. Redemption of impounded animals.

- (a) *Holding of restrained or impounded animals.* Any dog, cat or poultry restrained or impounded in accordance with the provisions of this article will be held for a period of seven days after delivery of notice to the owner as provided in sec. 6-53, or for a period of three days for any dog, cat or poultry whose owner cannot be reasonably determined as provided in sec. 6-53. Litters of puppies and kittens may be held for only 24 hours. The period of restraint or impoundment may be extended if required by the local health board.
- (b) *Redemption of impounded or restrained animals.* The owner of a dog, cat, poultry, or other animal that is restrained or impounded may redeem the animal only if the owner complies with the following within the holding period set forth in this section:
 - (1) Pay to the boarding agency any accrued boarding fees which shall be established by the city council by resolution from time to time.
 - (2) Pay to the impounding agency a redemption fee which shall be established by the city council by resolution from time to time.
 - (3) If the animal is unlicensed as required in this article, obtain a license along with any required vaccinations, at the owner’s cost.
 - (4) If the animal is a dog or cat, register the dog or cat with the boarding agency and allow the boarding agency or designee to affix to the dog or cat a permanent microchip implant that includes the registration number and other identification information as determined by the boarding agency. Only if a microchip implant is impractical or would endanger the life or health of the dog or cat as determined by a licensed veterinarian will an alternate form of permanent identification be allowed. Such permanent identification shall be at the owner’s cost. No person shall remove or alter such permanent identification once it is affixed.
- (c) The impoundment and redemption provisions of this section do not apply to animals impounded under division 3 of this article.

(Ord. No. 2984, § 2, 3-1-2021)

Section 3. Subsection (b), Exceptions, of Section 6-58, Permitting Dog, Cat or Poultry to Run At-Large, of Division 1, Generally, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (b), Exceptions, of Section 6-58 is enacted in lieu thereof, as follows:

Sec. 6-58. Permitting dog, cat or poultry to run at-large.

[unchanged provisions omitted]

- (b) *Exceptions.* The foregoing subsection (a)(2) of this section shall not apply to service dogs or assistive animals used by disabled persons.

[unchanged provisions omitted]

Section 4. Untitled Subsection (a)(2)(g), of Section 6-134, Disposition of Impounded Animals, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Untitled Subsection (a)(2)(g) of Section 6-134 is enacted in lieu thereof, as follows:

Sec. 6-134. Disposition of impounded animals.

- (a) Within 48 hours after impoundment of any dangerous animal, the chief of police or designee shall review the circumstances surrounding the impoundment and shall do one of the following:
- (1) Retain such animal for purposes of observation and evaluation for a period not to exceed 30 days, in which case the owner, if known, shall be promptly notified thereof in writing.
 - (2) Release such animal to the control of its owner pursuant to a written agreement to be signed by the owner, upon such terms and conditions as the chief of police deems reasonably necessary to ensure the public safety, including, but not limited to, the following requirements:

[unchanged provisions omitted]

- g. Requiring the owner to register the dangerous animal and allow a permanent microchip implant to be affixed to the dangerous animal that includes the registration number and other identification information as determined by the chief of police. Only if a microchip implant is impractical or would endanger the life or health of the dangerous animal as determined by a licensed veterinarian will an alternate form of permanent identification be allowed, such as tattooing. Permanent identification in this manner may be required as a condition of release of the dangerous animal to its owner regardless of the outcome of any appeal.

[unchanged provisions omitted]

Section 5. Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135, Notice of Destruction of Animal; Appeal, of Division 3, Dangerous Animals, of Article II, Animal Control, of Chapter 6, Animals, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Notification of Owner; Appeal Procedure, of Section 6-135 is enacted in lieu thereof, as follows:

Sec. 6-135. Notice of destruction of animal; appeal.

- (a) *Notification of owner; appeal procedure.*
- (1) If the chief of police determines that a dangerous animal which has been impounded pursuant to this division is to be destroyed pursuant to the provisions of section 6-134(a)(3), the chief of police shall notify the owner of such animal in writing, at least ten days in advance, of the intent to destroy the animal, and further inform such owner of the owner's right to appeal as provided by this section.
 - (2) The owner of such animal may, at any time prior to the date upon which the animal is to be destroyed, appeal the determination of the chief of police to the administration committee of the city council by filing a written notice of such appeal with the city clerk.
 - (3) No appeal may be filed until all boarding costs incurred to date have been paid by the owner, and a cash bond or a bond issued by a surety approved by the city is filed with the city clerk in the penal sum of \$1000.00 which is the estimated cost of boarding that will be incurred during the pendency of the appeal.
 - (4) After receipt of a notice of appeal under this section, the city clerk shall calendar the appeal for hearing by the administration committee of the city council, and shall notify the owner and the chief of police of such action.
 - (5) The chief of police shall not thereafter destroy such animal until the administration committee of the city council shall have first heard the appeal and rendered its decision.
 - (6) Any owner of a dangerous animal who fails to file an appeal or to appear at such hearing after being given notice as provided in this section shall be deemed to have waived any right in or

claim to such animal or any right to claim any damages or other relief by reason of any action by the chief of police pursuant to this division.

[unchanged provisions omitted]

INTRODUCED: _____ June 3, 2024

PASSED 1ST CONSIDERATION: _____ June 3, 2024

PASSED 2ND CONSIDERATION: _____ June 17, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

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

MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: June 17, 2024
SUBJECT: Rezoning Request- 2216 Main Street, and 127 E 23rd Street (RZ24-001)

REQUEST: Rezone property from M-1 Light Industrial to C-2 Retail Commercial.

PETITIONER: Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential Group, applicant

LOCATION: 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd. (RZ24-002)

PROPOSAL

Seven D LLC requested a rezoning of three properties, 2300 Main Street, 2216 Main Street, and 127 E 23rd Street from M-1 Light Industrial to C-2 Commercial. The proposal is to rezone a 3.8-acre site owned by Seven D LLC located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District. The rezoning of 2300 Main Street is in progress.

BACKGROUND

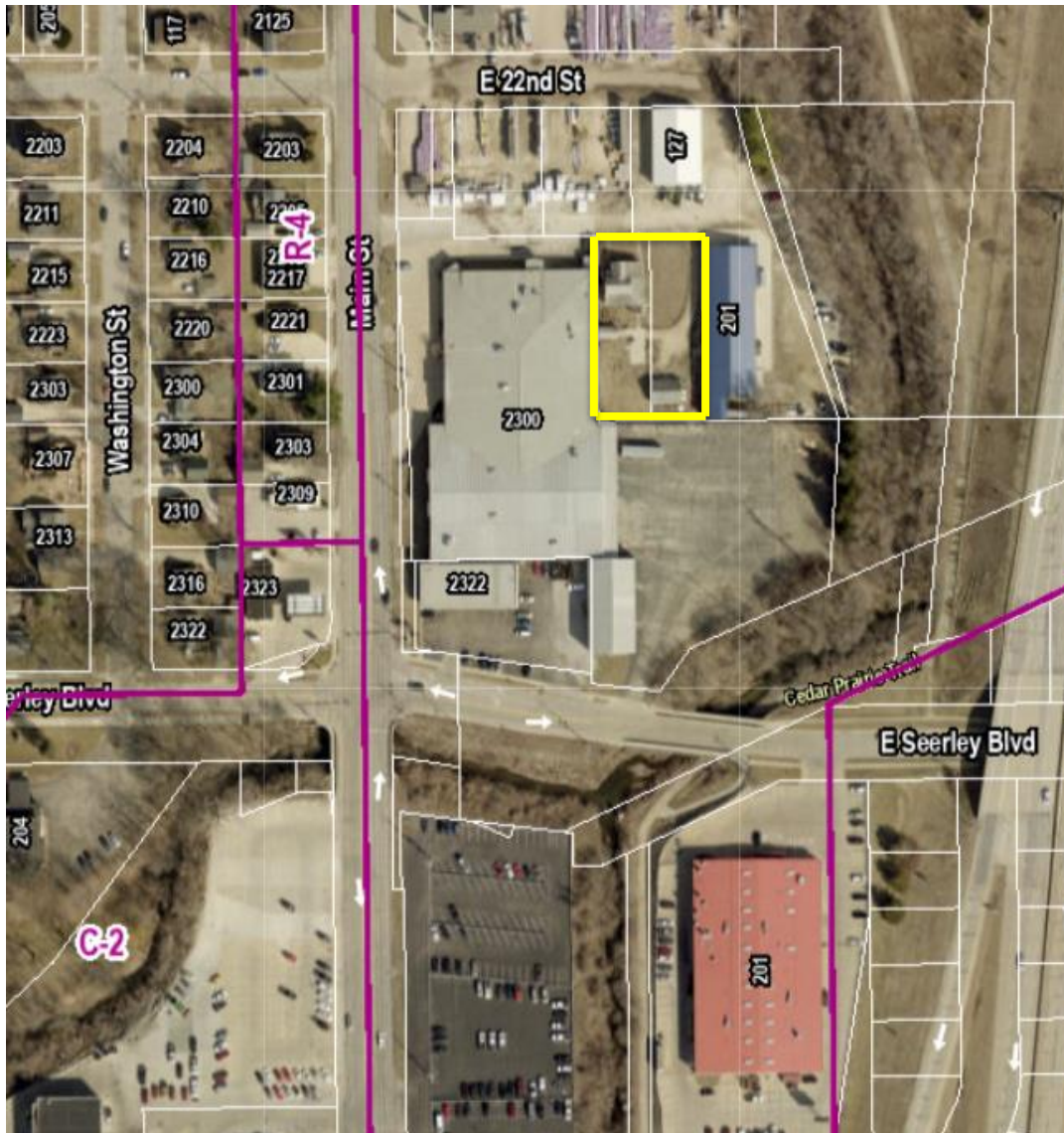
Before the City Council hearing on May 20, 2024, staff determined that the legal description submitted by the applicant was inaccurate and did not include 2216 Main Street and 127 E 23rd Street parcels. Due to this error, the published notice of hearing only included the legal description for the larger parcel at 2300 Main Street.

On May 20, 2024, based on staff's recommendation to keep the rezoning request moving forward for the benefit of the applicant, the City Council held a Public Hearing and approved the first reading of the rezoning of the parcel at 2300 Main Street.

A new legal description for the two smaller lots was submitted by the applicant to move forward with the rezoning of the two smaller lots.

In 2024, a dentist's office is interested in leasing space in the building. The M-1 District does not allow institutions for human care, such as a dentist's office. The applicant proposes to

rezone the property to allow a dental clinic in one of the lease spaces. The two smaller lots will be used for parking and landscaping to support 2300 Main Street.



ANALYSIS

CURRENT ZONING

The purpose of the M-1 Light Industrial Zoning District is to provide an environment suitable for industrial activities that do not create visible nuisance or hazards to surrounding properties. It allows most uses that are within the C-3 District except for any dwellings, schools, hospitals, clinics, or other institutions for human care with the exception of daycare uses. This ensures compatibility of uses because some for industrial uses could have an unintended effect on human care uses.

The request is to change the zoning on two parcels totaling 0.6 acres of land located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

PROPOSED ZONING

The C-2 Retail Commercial District Zone is intended to provide space for regional and neighborhood retail uses. Uses allowed in C-2 include dwellings, schools, hospitals, clinics, or other institutions for human care.

The site is surrounded by residential uses and a former gas station along the west, a lumber yard to the north, and an auto quick lube to the south. The properties to the north, east, and south are within the M-1 Zoning District. The residential properties to the west are in the R-4 Zoning District and the former gas station location is in the C-2 Zoning District. Staff finds that the zoning change will be compatible with the surrounding area and will allow for a more compatible use next to the residential uses to the west.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these two parcels as Community Commercial. The requested C-2 zoning is consistent with the Comprehensive Plan and the request would not require an amendment to the Future Land Use Map.

ACCESS TO PUBLIC SERVICES

The property is in a developed area of the city and has access for connection to all utilities and public services.

ACCESS TO ADEQUATE STREET NETWORK

The properties have access from Main Street

PUBLIC NOTICE

City staff mailed letters to the surrounding property owners notifying them of the rezoning request.

TECHNICAL COMMENTS

The City technical staff, including Cedar Falls Utilities, have no concerns with the proposed rezoning request.

PLANNING & ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission recommends approval of the rezoning request.

PLANNING & ZONING COMMISSION

Introduction 3/27/2024	Chairperson Hartley introduced the next item, a request to rezone property located near the intersection of Main Street and Seerley Boulevard. Ms. Pezley, Planner III, presented the staff report, describing the location, uses of surrounding properties, the basic review criteria for a rezoning, and the applicant's reason for requesting the rezoning. The property is currently M-1 Light Industrial District, and the request is to rezone the property to C-2 Commercial District. The applicant would like to add a dental clinic in the building, which is not allowed in the M-1 zoning district. Ms. Pezley noted that the proposed rezoning is consistent with the Future Land Use Map, which identifies this area as appropriate for community commercial uses. She noted that all necessary public infrastructure is available to support the proposed zoning change.
---------------------------	---

Moser asked if a collision center (auto body repair) would be allowed if the zoning change is approved. Ms. Pezley confirmed that an auto body repair shop would not be allowed if rezoned to C-2. Moser asked how the city would follow up if there were any changes to the use that transformed it into an auto body repair shop. Pezley noted that the staff report was very detailed on what was allowed in the C-2 Zone with the auto detailing shop. If the use changed to a more extensive repair shop, this would provide context and help determine if there was a code violation.

Stalnaker asked how the code enforcement changes between the current zoning and proposed zoning. Pezley explained that the detailing shop as currently described by the applicant would be allowed in the proposed zoning district.

Stalnaker asked if the use ever gets to be a nuisance to the neighborhood, how would the City handle that. Howard explained that if the property owner was changing the use, they would have to come to the city for building permits and the change of use would be reviewed at that time. Howard understands that there is a fine line between the proposed detailing shop and an auto body repair shop and that is why staff asked the applicant to describe the use in detail for the record. Howard explained that the C-2 zone allows for many commercial uses such as auto service, but it does not allow auto body work/collision center. This change would go to a less intense use than the current zone which is in a direction that would be more compatible with the comprehensive plan. The building was previously used for commercial uses, and they would like to continue to use the building for commercial uses.

Henderson asked if the owner could use the building as a collision center today and Howard said yes. Henderson points out that the rezoning would ensure a less intense use for the neighbors moving forward.

Chris Fischels, representing the property owner, said that this is the first time that he has seen an applicant request a down-zoning, but the owner would like to lease space for a dental clinic. He was there to answer any questions. There were no questions or comments from the Commission.

Dr. Spencer Walker, 3413 Pheasant Dr., Cedar Falls. Walker is the dentist who wants to lease space in the building. Walker has been working in Cedar Falls for 13 years and has outgrown his current office. Walker plans to stay in Cedar Falls for many years to come and thinks this would be a good location for the clinic.

Hartley asked for any more comments and there were none. Hartley shared that he thought that this was great repurpose of the building. Moser agreed.

Sorensen moved to set the public hearing for the April 10, 2024, Planning and Zoning Commission meeting. Henderson seconded the motion. The motion was approved unanimously on a voice vote.

Public
Hearing
4/10/2024

The next item for consideration by the Commission was a rezoning request for 2300 Main Street, 2216 Main Street and 127 E. 23rd Street. Chair Hartley introduced the item and Ms. Howard discussed the notice that is required for rezoning requests. She explained that the required notice did not get published in the Courier. She provided two options for proceeding with the item. The Commission can waive the notice requirement per City Code, hold the public hearing and make a recommendation to City Council to approve the rezoning request or postpone the hearing to the next meeting. She noted that regardless of which option the Commission chooses, the case will not be scheduled for a Council meeting until May 6, so the decision will not slow down the process for the applicant.

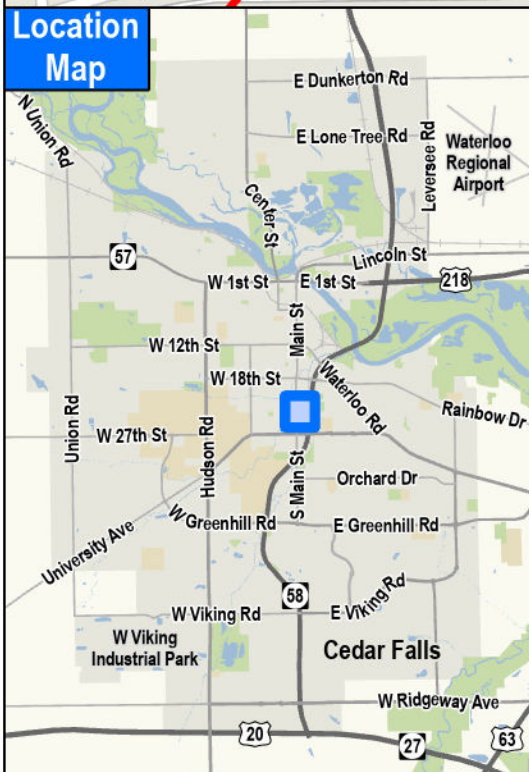
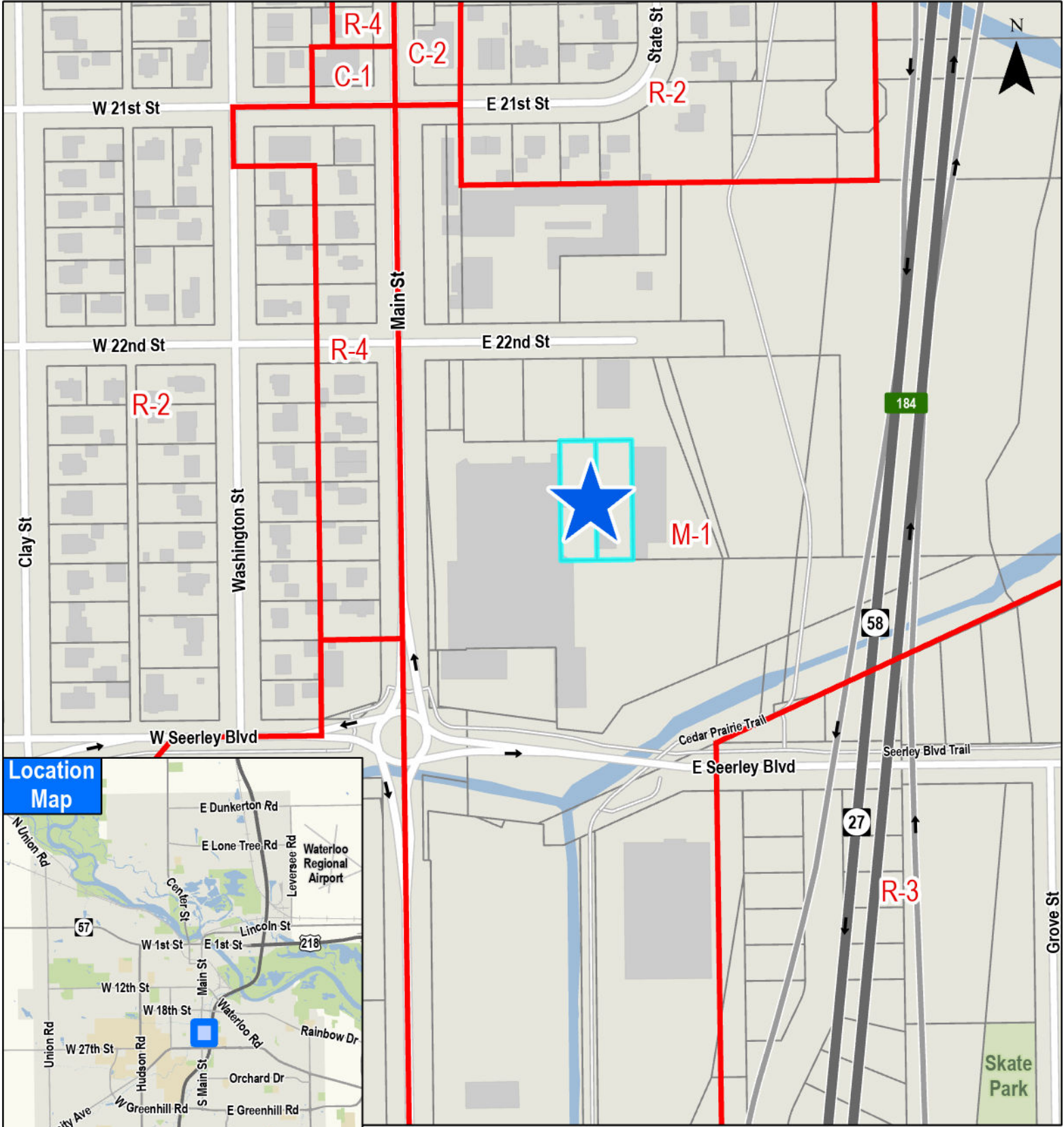
Sorensen made a motion to waive the notice requirement. Henderson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Ms. Pezley provided background information, explaining the criteria for considering a rezoning. She discussed the characteristics of the designation and the allowable uses. She noted that the property is in a developed area of the city and has access to all utilities and public services and is consistent with the Future Land Use Map. The property also has direct access to Main Street and E. Seerley Boulevard. Staff recommends approval of the rezoning.

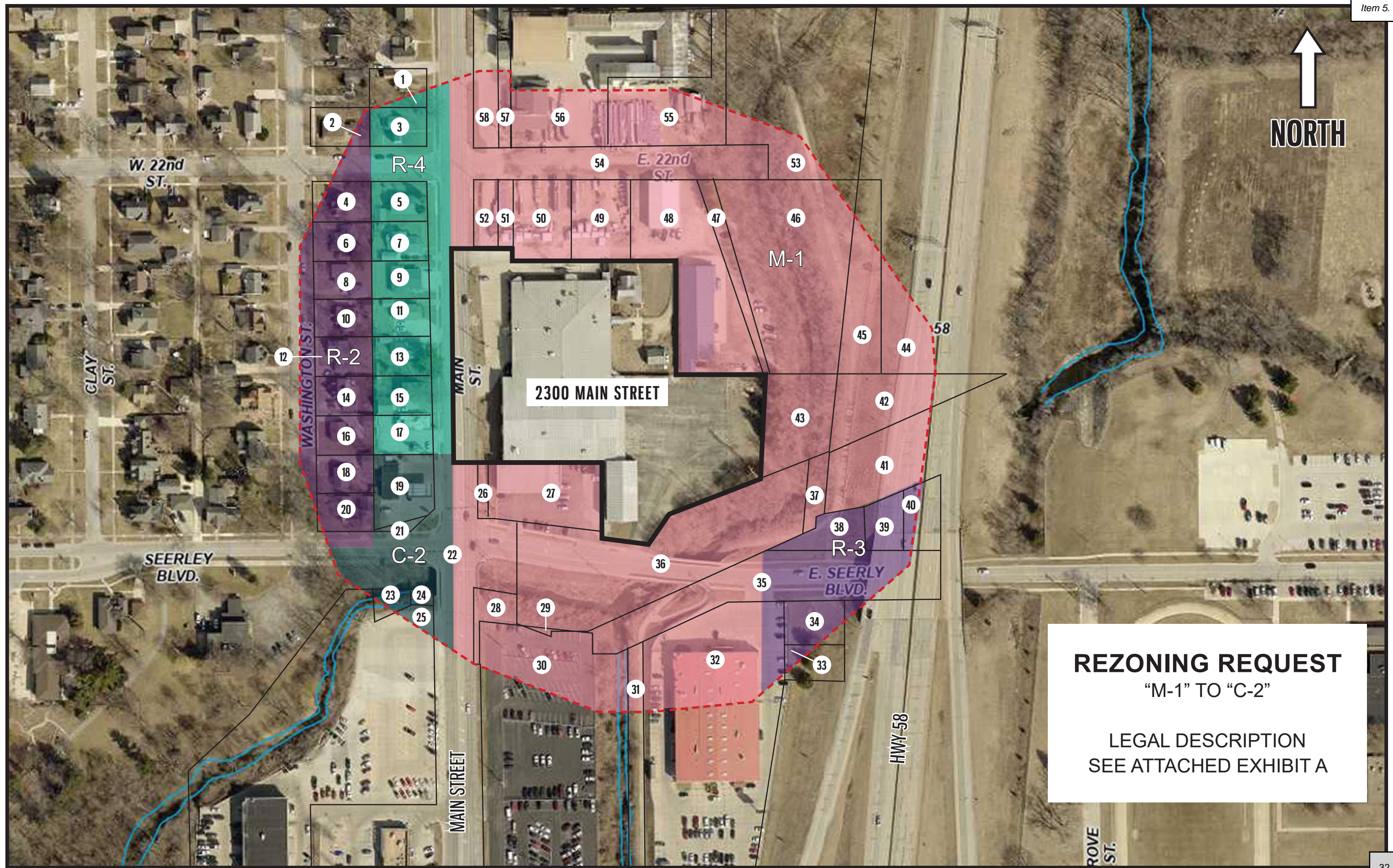
Chris Fischels, 4200 West Rock Road, Hudson, Iowa stated that he is available to answer any questions.

Sorensen made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Attachments: Location Map
Rezoning Exhibit Plat



Rezoning request from M-1 to C-2
2216 Main Street & 127 E. 23rd Street
(RZ24-001)



REZONING REQUEST
 "M-1" TO "C-2"

LEGAL DESCRIPTION
 SEE ATTACHED EXHIBIT A

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

ORDINANCE NO. 3069

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 0.6 ACRES OF LAND DESCRIBED HEREIN, REMOVING SAID AREA FROM THE M-1 LIGHT INDUSTRIAL DISTRICT AND ADDING IT TO THE C-2 COMMERCIAL DISTRICT

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to rezone approximately 0.6 acres of property from M-1 Light Industrial District to C-2 Commercial District, more specifically described below; and

WHEREAS, said C-2 Commercial District allows for community commercial that meets the principles of the Cedar Falls Comprehensive Plan and Code of Ordinances; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and find that said rezoning is consistent with the City of Cedar Falls Comprehensive Plan and public services are available to support development according to the C-2 Commercial District; 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 M-1 Light Industrial District and added to the C-2 Commercial District:

Legal Description

That part of the Northwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Southeast Quarter, which point is 220 feet East of the East line of the Chicago, Great Western Railroad right-of-way, said point also being 323 feet East of the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East along said South line. 60 feet; thence North and parallel to said Railroad right-of-way, 200 feet; thence West and parallel to said South line, 60 feet; thence South and parallel to said Chicago, Great Western Railroad right-of-way, 200 feet, to the place of beginning.

AND

That part of the Northwest Quarter of the Southeast Quarter of Section 13. Township 89 North, Range 14 West of the 5th P. M., Black Hawk, County, Iowa, described as follows:

Beginning at a point on the South line of said Northwest Quarter of the Southeast Quarter, which point is 160 feet East of the East line of the Chicago, Great Western Railroad right-of-way, said point also being 263 feet East of the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence East along said South line, 60 feet; thence North and parallel to said Railroad right-of-way, 200 feet; thence West and parallel to said South line, 60 feet; thence South and parallel to said Chicago, Great Western Railroad right-of-way, 200 feet, to the place of beginning.

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 C-2, Commercial District, and the amended map is hereby ordained to be the zoning map of the City of Cedar Falls, Iowa, as amended.

INTRODUCED: _____ June 17, 2024
PASSED 1ST CONSIDERATION: _____ June 17, 2024
PASSED 2ND CONSIDERATION: _____
PASSED 3RD CONSIDERATION: _____
ADOPTED: _____

ATTEST: _____ Daniel Laudick, Mayor

Kim Kerr, CMC, City Clerk



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

TO: Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager
DATE: June 10, 2024
SUBJECT: Refuse Collection Ordinance Modification

Please find attached for consideration proposed changes to Chapter 10, GARBAGE AND REFUSE of the City Ordinance. As you may recall, a presentation was made to Council on March 3, 2024, proposing a service fee for overfilled carts and return service trips for late placement of carts. The proposed service fees are \$15.00 each for overfilled carts and return service for late placement.

You will also notice other housekeeping modifications that were made. One in particular, is the removal of language related to asphalt shingle recycling that was discontinued due to DNR regulations.

Please feel free to contact me if you have any questions.

CC: Chase Schrage, Public Works Director

Att.

ORDINANCE NO. _____

AN ORDINANCE 1) AMENDING SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PENALTY FOR VIOLATION, TO ADD A MUNICIPAL INFRACTION FOR OVERFILLED GARBAGE AND YARD WASTE CONTAINERS; AND 2) AMENDING SUBSECTION (g), GARBAGE AND REFUSE AND YARD WASTE SERVICE CHARGES, OF SECTION 10-5, SERVICE CHARGES--ESTABLISHED, TO REMOVE FEES FOR ASPHALT SHINGLE RECYCLING NO LONGER OFFERED AND TO ADD A FEE FOR RETURN GARBAGE COLLECTIONS; AND 3) REPEALING IN ITS ENTIRETY SUBSECTION (h), THE PLACING OF OR FAILURE TO REMOVE GARBAGE OR YARD WASTE CONTAINER WITHIN SPECIFIED TIME LIMITS, AND REPEALING IN ITS ENTIRETY SUBSECTION (i), ASPHALT SHINGLE RECYCLING, BOTH OF SECTION 10-5, SERVICE CHARGES— ESTABLISHED, TO REMOVE SUPERFLUOUS PROVISIONS, ALL OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 10-3, Containers; Placement for Collection; Penalty for Violation, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-3, Containers; Placement for Collection; Penalty for Violation, is enacted in lieu thereof, as follows:

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

- (a) Every owner or occupant of any private dwelling, trailer, apartment or business establishment shall have all garbage drained and bagged for deposit and placed in a publicly owned container, unless otherwise exempted from use of city collection service by the director of public works pursuant to section 10-2(3) and (4). All yard waste shall be placed in special publicly owned yard waste containers for automated pickup, except for leaves made available for a special fall leaf pickup on such schedule and in such manner as shall be determined by the city.
- (b) Unless otherwise specified by the director of public works, publicly owned garbage and yard waste containers shall be placed in a neat and orderly manner in the front of the premises at or near the curb line so as to allow the most convenient collection. All privately owned garbage and refuse containers shall likewise be placed in a neat and orderly manner in the front of the premises at or near the curb line or at the rear of the premises or near the edge of an alley, as the case may be. ~~No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be so placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection or as otherwise directed by the director of public works.~~
- (c) ~~No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be placed prior to 6:00 p.m. on the day preceding collection and the same must be removed not later than 8:00 p.m. on the day of collection, or as otherwise directed by the director of public works.~~
- (d) ~~No publicly or privately owned garbage container, and no publicly owned yard waste container, shall be overfilled, which is defined as the contents of the container being in such a quantity as to result in the container lid being open greater than forty-five degrees from full closure at the time of collection~~
- (e) In areas designated by the director of public works as one-sided collection areas, all publicly owned garbage and yard waste containers shall be placed as provided for in subsection (b) of this section except that such

containers shall be placed at or near the same curb line on the same side of the street or alley as indicated in the designation.

(fe) The director of public works shall have the authority to designate the proper placement for collection, if other than as provided for in subsection (b) of this section, of publicly and privately owned garbage containers and publicly owned yard waste containers for every private dwelling, trailer, apartment or business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.

(g) A person who violates any provision of this section shall be deemed to have committed a municipal infraction, and shall be subject to punishment as follows:

(1) For violation of subsection (a), (b), (e), or (f), a civil penalty as provided in section 1-9(a).

(2) For violation of subsection (c) or (d), a civil penalty in the amount of \$15.00 for each occurrence.

(h) Violation of any provision of this section may result in the assessment of infraction points against the owner of a dwelling unit subject to the Cedar Falls Minimum Rental-Housing Code, in addition to the penalty specified herein.

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

Section 2. Subsection (g), Garbage and Refuse and Yard Waste Service Charges, of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (g), Garbage and Refuse and Yard Waste Service Charges, is enacted in lieu thereof, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

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

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	See subsection 10.5(f) for rate schedule
Three yard containers	See subsection 10.5(f) for rate schedule

Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton
Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Asphalt shingles free of contaminants brought to shingle recycling site at city transfer station	\$40.00/ton
Asphalt shingles containing contaminants dumped at shingle recycling site at city transfer station	\$65.00/ton plus \$10.00/ton service charge
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump
Return Service Fee	\$15.00

[unchanged provisions omitted]

Section 3. Subsection (h), The Placing of or Failure to Remove Garbage or Yard Waste Container Within Specified Time Limits, and Subsection (i), Asphalt Shingle Recycling, both of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3070

AN ORDINANCE **1)** AMENDING SECTION 10-3, CONTAINERS; PLACEMENT FOR COLLECTION; PENALTY FOR VIOLATION, TO ADD A MUNICIPAL INFRACTION FOR OVERFILLED GARBAGE AND YARD WASTE CONTAINERS; AND **2)** AMENDING SUBSECTION (g), GARBAGE AND REFUSE AND YARD WASTE SERVICE CHARGES, OF SECTION 10-5, SERVICE CHARGES--ESTABLISHED, TO REMOVE FEES FOR ASPHALT SHINGLE RECYCLING NO LONGER OFFERED AND TO ADD A FEE FOR RETURN GARBAGE COLLECTIONS; AND **3)** REPEALING IN ITS ENTIRETY SUBSECTION (h), THE PLACING OF OR FAILURE TO REMOVE GARBAGE OR YARD WASTE CONTAINER WITHIN SPECIFIED TIME LIMITS, AND REPEALING IN ITS ENTIRETY SUBSECTION (i), ASPHALT SHINGLE RECYCLING, BOTH OF SECTION 10-5, SERVICE CHARGES— ESTABLISHED, TO REMOVE SUPERFLUOUS PROVISIONS, ALL OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA.

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

Section 1. Section 10-3, Containers; Placement for Collection; Penalty for Violation, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 10-3, Containers; Placement for Collection; Penalty for Violation, is enacted in lieu thereof, as follows:

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

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

business establishment, provided that the owner or occupant is given at least 30 days' advance notice prior to the effective date of the designation.

- (g) A person who violates any provision of this section shall be deemed to have committed a municipal infraction, and shall be subject to punishment as follows:
 - (1) For violation of subsection (a), (b), (e), or (f), a civil penalty as provided in section 1-9(a).
 - (2) For violation of subsection (c) or (d), a civil penalty in the amount of \$15.00 for each occurrence.
- (h) Violation of any provision of this section may result in the assessment of infraction points against the owner of a dwelling unit subject to the Cedar Falls Minimum Rental-Housing Code, in addition to the penalty specified herein.

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

Section 2. Subsection (g), Garbage and Refuse and Yard Waste Service Charges, of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (g), Garbage and Refuse and Yard Waste Service Charges, is enacted in lieu thereof, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

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

Christmas tree tags purchased for disposal of trees for pick-up at curb	\$1.25/each
Appliances brought to the city transfer station	\$10.00/each
Cathode ray tube monitors (computer and television monitors)	\$7.50/each
Automobile tire	\$2.50/each
With rim	\$5.00/each
Truck or tractor tire	\$6.50/each
With rim	\$9.00/each
Purchase of empty bags for sand at the city transfer station	\$0.50/each
Yard waste containers (other than city-issued containers) brought to the city transfer station	\$0.75/each
Garbage bag tags placed on top of cart at curb	\$1.25/each
Dumping of commercial or apartment dumpsters	See subsection 10.5(f) for rate schedule
Three yard containers	See subsection 10.5(f) for rate schedule
Solid waste disposal bags brought to the city transfer station	\$0.75/each
Minimum tipping fees at the city transfer station:	
Solid waste up to 260 pounds	\$7.00/dump
Yard waste up to 400 pounds	\$7.00/dump
Solid Waste / Demolition dumping at the city transfer station	\$65.00/ton
Yard waste	\$29.50/ton

Scale charge	\$3.00
Cart delivery; exchanging automated carts (this charge will be implemented if resident continues to change sizes)	\$20.00
Leaf vacuum service	\$50.00
Additional yard waste container (no more than a total of two; non-refundable fee)	\$50.00
Commercial Cardboard Containers	\$10.00/dump
Commercial Bulk Recycling drop off	\$50.00/dump
Return Service Fee	\$15,00

[unchanged provisions omitted]

Section 3. Subsection (h), The Placing of or Failure to Remove Garbage or Yard Waste Container Within Specified Time Limits, and Subsection (i), Asphalt Shingle Recycling, both of Section 10-5, Service Charges—Established, of Article I, In General, of Chapter 10, Garbage and Refuse, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby repealed in their entirety, as follows:

Sec. 10-5. Service charges—Established.

[unchanged provisions omitted]

INTRODUCED: _____ June 17, 2024

PASSED 1ST CONSIDERATION: _____ June 17, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

June 17, 2024

The meeting of the Committee of the Whole met at City Hall at 5:16 p.m. on June 17, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Chris Latta, Daryl Kruse, Aaron Hawbaker, Hannah Crisman, Kelly Dunn, and Gil Schultz. Dustin Ganfield, absent. Staff members from various City Departments and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the only item on the Committee of the Whole Agenda, Parking Study Report. Fishbeck Consultant Jon Forster gave an overview of the goals of the downtown parking study, input and data gathering from stakeholder interviews, public forums, online parking survey and parking occupancy counts. Forster stated 1,460 respondents participated in the online survey and some key findings included: 69% characterize finding a space is difficult, weekend evenings most difficult followed by events, 65% say two or three blocks is a reasonable walking distance, 80% say more parking is needed and 52% say parking on Main Street should be free. Forster reviewed the current parking demand, space occupancy in the downtown core area, downtown opportunities and development, future parking demand, managing the parking occupancy, current parking finances, parking supply and demand, options to address future parking demand, and downtown momentum. Fishbeck Consultant Joshua Rozeboom gave an overview of parking structures, advantages of parking structures, parking structure risks, street level commercial and non-commercial space, and occupied space above a parking structure. Forster reviewed parking structure costs which included construction, operations, maintenance and debt, paid parking, map of potential paid parking area, and rate structure. Forster gave an overview of the parking funding challenge, paid parking without a structure, rates and operations in other cities, continual measurement and management. Forster stated recommendations: keeping everything the same; implementing paid parking without a structure; or implementing paid parking and a plan for a new parking structure. Council members discussed raising fees on parking permits, revenue in parking budget, cost per garage space, potential locations of a garage, safety concerns, paid parking downtown, 50-foot parking structure residential use on top of the parking garage and the potential for a public restroom. The council asked for information on how a parking structure would affect our code for required parking when constructing a new building; could the ramp spaces be used in lieu of a developer of a new building providing a specific number of spaces. Council asked for the cost for 4-5 story parking garage with commercial on ground level and residential on top, potential "leaping" over from one garage structure to another garage structure (roadway between the two city blocks).

Meeting adjourned at 6:24 p.m.

Minutes by Shianne Bellinger, Administrative Assistant

From: Jason Droste <>
Sent: Tuesday, June 11, 2024 10:43 PM
To: Danny Laudick <Danny.Laudick@cedarfalls.com>
Subject: [EXTERNAL] Jason Droste HRC Resignation

You don't often get email from

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

Mayor Laudick,

With a heavy heart I am resigning for the Cedar Falls Human Rights Commission. I really enjoyed my time on the commission. I learned a lot from my fellow commissioners. Commissioner Bock was an excellent leader. As so often happens with boards and commissions, we faced some challenges. Some of these challenges tested us all. Chair Bock kept the group together as a whole and kept the HRC's vision and message focused. Her mentorship is invaluable. TW Ingham, as the new chair has taken the baton from Sonja, and is doing a wonderful job! I look forward to the future with TW.

Thank you for this opportunity to serve Cedar Falls!

Sincerely,

Jason Droste

From: Brad Leeper <>
Sent: Thursday, June 13, 2024 9:35 AM
To: Danny Laudick <Danny.Laudick@cedarfalls.com>
Cc: Karen Howard <Karen.Howard@cedarfalls.com>
Subject: [EXTERNAL] P&Z appointment

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

Danny,
Great talking with you yesterday. I appreciate your vision for the city i have grown to love and call home in Cedar Falls.
I have greatly enjoyed my time being on the planning and zoning commission. It hasn't been easy but I have learned a lot and know that we have made a difference as a group. As i said, it is time for me to move my focus to other things but am not giving up my passion for this city and it's progressive development. my last day will be the July 10 commission meeting.
I want to give a bit of a shout out to Karen. She is someone i have come to respect greatly for her vision, patience and leadership. She gets it and our city wouldn't be what it is without her leadership.

If other opportunities come up to serve on broad issues of planning, vision and quality of life, i'd be glad to serve.

Also, i think i have someone in our office who would provide a similar background as i do if you are looking for a replacement. let me know.

Thanks and hope you both continue to reach out.

Best,

Brad Leeper, AIA


DEPARTMENT OF PUBLIC SAFETY SERVICES

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

319-273-8612

MEMORANDUM

To: Mayor Laudick and City Councilmembers
From: Craig Berte, Public Safety Services Director
 Mark Howard, Police Chief
Date: July 1, 2024
Re: Retail Alcohol License Applications

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

Name of Applicants:

- a) Chuck E. Cheese's, 5911 University Avenue, Special Class C retail alcohol - renewal.
- b) Applebee's Neighborhood Grill & Bar, 6301 University Avenue, Class C retail alcohol - renewal.
- c) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol - renewal.
- d) Cooper's Taproom, 2002 College Street, Class C retail alcohol - renewal.
- e) Le Petit, 119 Main Street, Class C retail alcohol - renewal.
- f) Montage, 222-224 Main Street, Class C retail alcohol & outdoor service – renewal.
- g) Texas Roadhouse, 5715 University Avenue, Class C retail alcohol - renewal.
- h) Carlos O'Kelly's Mexican Café, 6507 University Avenue, Class C retail alcohol – change in ownership.
- i) Jorgensen Plaza (Table 1912, Diamond Event Center and Gilmore's Pub), 5307 Caraway Lane, Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (July 25, 2024 and August 29, 2024)



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 21, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with Cedar Falls Community School District. The agreement sets forth the requirements that must be met by the school district in order to receive \$32,891 for their "Inclusive Playground" project for FY2025. This project was recommended for funding by the Cedar Falls Health Trust Fund Board and was part of the FY2025 Budget.

If you have any questions, please feel free to contact me.

FY2025 Cedar Falls Health Trust Services Funding

**AGREEMENT IN SUPPORT
OF CEDAR FALLS COMMUNITY SCHOOL DISTRICT**

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between Cedar Falls Community School District (hereinafter "District"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding, which now is referred to as CFD 3128 ("Finance Policies"); and

WHEREAS, the District is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, the District has proposed to the City its "Inclusive Playground" project whereby the District will use City funds to ensure that all of the elementary playgrounds in Cedar Falls contain opportunities for students with disabilities to safely play together with their nondisabled peers, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, the District's Project is more fully explained in the District's application filed with the City; and

WHEREAS, the Finance Policy noted above allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

WHEREAS, the District and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** The District affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law.
2. **Recipient mission statement.** The District has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Finance Policy approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, the District shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable and if requested;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions if substantially different than disclosed in the application;
- c. Names and addresses of directors and/or officers if changed since date of application;
- d. Line item budget for current fiscal year if substantially different than disclosed in the application;

4. **Description of Project.** In consideration for the funding provided to the District by the City, the District use the funds for the Project which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$32,891.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. The District agrees to complete the Project even if actual expenditures exceed the amount budgeted by the District for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The District shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining the District's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by the District to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill approval cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Availability of Funds.** The funds requested for the Project will be available after July 1, 2024, the beginning of the then current fiscal year.

9. **Return of Funds.** In the event the District does not use funds for the intended purpose(s) or in the event the District does not comply with the reporting requirements of Paragraph 6 above, the funds or any portion thereof shall be returned to the City prior to the end of the then current fiscal year, which is June 30, 2025.

10. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Recipient Board.** The Recipient Board, the Cedar Falls Community School District Board of Directors, shall be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding or the District reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the terminating party to the other party which shall specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this Agreement.

13. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over the District or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project

14. **Legal Expenses.** The District agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to the District's performance, or the performance of The District's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of the District.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of the District's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. The District agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2024 through and including June 30, 2025.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Cedar Falls Community School District

By: 
Lowell Stutzman, Board President

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT
IN SUPPORT OF CEDAR FALLS COMMUNITY SCHOOL DISTRICT RELATIVE TO A
FY2025 HEALTH TRUST FUND GRANT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of an Agreement in Support of Cedar Falls Community School District relative to a FY2025 Budget Health Trust Fund Grant, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize executive of said Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 1st day of July, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 17, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with NAMI Black Hawk County. The agreement sets forth the requirements that must be met by NAMI in order to receive \$2,000 for their "Services for People with Mental Illness" project for FY2025. This project was recommended for funding by the Cedar Falls Health Trust Fund Board and was part of the FY2025 Budget.

If you have any questions, please feel free to contact me.

FY2025 Cedar Falls Health Trust Services Funding

AGREEMENT IN SUPPORT OF NAMI BLACK HAWK COUNTY

THIS AGREEMENT is entered into as of this 13 day of June, 2024, by and between National Alliance on Mental Illness Black Hawk County (hereinafter "NAMI"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding, which now is referred to as CFD 3128 ("Finance Policies"); and

WHEREAS, NAMI is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, NAMI has proposed to the City its "Services for People with Mental Illness, their Families and Partners" project whereby NAMI will use City funds to provide free classes with the goal to reduce relapse and strengthen recovery in adults with mental illness as well as help them, their families, and partners cope with the disease through education and support, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, NAMI's Project is more fully explained in NAMI's application filed with the City; and

WHEREAS, the Finance Policy noted above allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

WHEREAS, NAMI and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** NAMI affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law.
2. **Recipient mission statement.** NAMI has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Finance Policy approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, NAMI shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable and if requested;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions if substantially different than disclosed in the application;
- c. Names and addresses of directors and/or officers if changed since date of application;
- d. Line item budget for current fiscal year if substantially different than disclosed in the application;

4. **Description of Project.** In consideration for the funding provided to NAMI by the City, NAMI shall use the funds for the Project which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$2,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. NAMI agrees to complete the Project even if actual expenditures exceed the amount budgeted by NAMI for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** NAMI shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining NAMI's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by NAMI to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill approval cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Availability of Funds.** The funds requested for the Project will be available after July 1, 2024, the beginning of the then current fiscal year.

9. **Return of Funds.** In the event NAMI does not use funds for the intended purpose(s) or in the event NAMI does not comply with the reporting requirements of Paragraph 6 above, the funds or any portion thereof shall be returned to the City prior to the end of the then current fiscal year, which is June 30, 2025.

10. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Recipient Board.** The Recipient Board, NAMI Black Hawk County Board of Directors, shall be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding or NAMI reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the terminating party to the other party which shall specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this Agreement.

13. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over NAMI or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project

14. **Legal Expenses.** The NAMI agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to NAMI's performance, or the performance of NAMI's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of NAMI.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of NAMI's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. NAMI agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2024 through and including June 30, 2025.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

NAMI Black Hawk County

By: Leslie Cohn

City of Cedar Falls, Iowa

By: Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT
IN SUPPORT OF NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI) BLACK
HAWK COUNTY RELATIVE TO A FY2025 HEALTH TRUST FUND GRANT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of an Agreement in Support of NAMI Black Hawk County relative to a FY2025 Budget Health Trust Fund Grant, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize executive of said Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 1st day of July, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

INTEROFFICE MEMORANDUM

TO: Mayor Laudick and City Council Members
FROM: Jennifer Rodenbeck, Director of Finance & Business Operations
DATE: June 24, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with Family YMCA of Black Hawk County. The agreement sets forth the requirements that must be met by the YMCA in order to receive \$5,000 for their "Livestrong at the YMCA" project for FY2025. This project was recommended for funding by the Cedar Falls Health Trust Fund Board and was part of the FY2025 Budget.

If you have any questions, please feel free to contact me.

FY2025 Cedar Falls Health Trust Services Funding

**AGREEMENT IN SUPPORT
OF Family YMCA OF BLACK HAWK COUNTY**

THIS AGREEMENT is entered into as of this 19 day of June, 2024, by and between Family YMCA of Black Hawk County (hereinafter "YMCA"), and the City of Cedar Falls, Black Hawk County, Iowa (hereinafter "City").

WHEREAS, the Cedar Falls City Council adopted Resolution No.23,036 on Jan. 17, 2023, wherein the City amended the Accounting Policies and Procedures and Purchasing Manual, including updating Section 28 on Outside Entity Funding, which now is referred to as CFD 3128 ("Finance Policies"); and

WHEREAS, YMCA is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, YMCA has proposed to the City its "Livestrong at the YMCA" project whereby YMCA will use City funds to help cancer survivors reclaim their physical and emotional health, while giving them a sense of community that will encourage them and support them along the way, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, YMCA's Project is more fully explained in YMCA's application filed with the City; and

WHEREAS, the Finance Policy noted above allows certain funding for projects of this type on certain terms and conditions, and subject to certain legal requirements as stated therein, including execution of a formal agreement outlining the duties and responsibilities of the applicant and the City; and

WHEREAS, YMCA and the City have reached agreement on the precise terms and conditions under which the Project will be undertaken and the funding provided, and now desire to reduce their agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. **Recipient status.** YMCA affirms that it is a qualified recipient to receive funds from City, as it is a private, non-profit corporation organized and existing under Iowa law.
2. **Recipient mission statement.** YMCA has provided the City with its mission statement and a detailed summary from an officer or board member specifying its use of the funds, consistent with the public purpose definition of the Finance Policy approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, YMCA shall provide the following documentation to City:
 - a. Proof of business entity status, including a copy of by-laws and articles of incorporation if applicable and if requested;

- b. Complete information on the source and amount of funding received from all other sources, including but not limited to non-governmental agencies, membership dues and fees, and private contributions if substantially different than disclosed in the application;
- c. Names and addresses of directors and/or officers if changed since date of application;
- d. Line item budget for current fiscal year if substantially different than disclosed in the application;

4. **Description of Project.** In consideration for the funding provided to YMCA by the City, YMCA shall use the funds for the Project which will benefit the general public.

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$5,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. YMCA agrees to complete the Project even if actual expenditures exceed the amount budgeted by YMCA for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** YMCA shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining YMCA's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 7.

7. **Request for Payment.** All requests for payment or reimbursement shall be submitted by YMCA to the City in accordance with a schedule to be established by the City, consistent with the bi-monthly City Council bill approval cycle. All payments or reimbursements are contingent upon receipt of the documentation required in Paragraph 6 above. City shall have a period of up to thirty (30) days from date of receipt of each request for payment and all necessary documentation, within which to make payment or reimbursement under this Agreement.

8. **Availability of Funds.** The funds requested for the Project will be available after July 1, 2024, the beginning of the then current fiscal year.

9. **Return of Funds.** In the event YMCA does not use funds for the intended purpose(s) or in the event YMCA does not comply with the reporting requirements of Paragraph 6 above, the funds or any portion thereof shall be returned to the City prior to the end of the then current fiscal year, which is June 30, 2025.

10. **Limitation of funding.** The parties hereby acknowledge that the City is not committed or obligated to provide funds beyond the terms and conditions of this Agreement, and that any future project or program requires a separate request and is subject to City Council approval and execution of a separate written agreement.

11. **Recipient Board.** The Recipient Board, YMCA Black Hawk County Board of Directors, shall be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

12. **Termination.** Either party may terminate this contract at any time if:
- a. The other party materially breaches the terms of this contract; provided that the non-breaching party shall have given the breaching party written notice of such breach and the breaching party shall have failed to cure the same within (30) days after receipt of such notice;
 - b. There is the loss or departure of key personnel that would jeopardize both the quality and time of performance or would make performance impractical with respect to the budget contemplated for this contract, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this contract by a party is prevented or delayed by reason of Force Majeure and cannot be overcome by reasonable diligence to the satisfaction of either party.

In addition, either party may terminate this contract for any reason with 60 days written notice to the other party, as long as the City has not yet provided funding or YMCA reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the terminating party to the other party which shall specify both the reason for and the effective date of termination. Such notice shall be delivered by Certified Mail, return receipt requested, or in person to the authorized official of the other party who executed this Agreement.

13. **Liability.** The City's participation in the Project is limited to funding as provided in this Agreement, and neither this Agreement nor the Project shall be considered a partnership or joint venture. The City has asserted no control over the Project or over YMCA or its employees, officers, directors, agents or volunteers with respect to the Project, and specifically disavows any and all liability whatsoever for any acts or omissions related to or arising out of the Project


14. **Legal Expenses.** The YMCA agrees that all legal expenses incurred by the City in connection with the defense of any claim made or brought against the City that is directly related to YMCA's performance, or the performance of YMCA's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of YMCA.

15. **Terms of Agreement Control Over the Application.** The parties acknowledge that the provisions of this Agreement are controlling and shall define the duties, responsibilities and conditions under which the Project shall be funded. Any and all provisions of YMCA's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. YMCA agrees that the Project shall be carried out without regard to a participant's race, color, creed, religion, national origin, sex, age, disability, sexual orientation, gender identity, or any other legally protected characteristic.

16. **Entire Agreement.** This Agreement, together with the Application to the extent not inconsistent with the terms hereof, constitute the entire agreement between the parties with respect to the subject matter hereof. There are no other oral or written promises or understandings except as expressly provided herein. This Agreement may be amended only by a written agreement signed by the parties hereto.

17. **Term of Agreement.** This Agreement covers the period from July 1, 2024 through and including June 30, 2025.

IN WITNESS WHEREOF, the parties have subscribed this Agreement effective as of the date stated above.

Family YMCA of Black Hawk County
By: 
HEIDI DRAISEY

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk

RESOLUTION NO. _____

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN AGREEMENT
IN SUPPORT OF FAMILY YMCA OF BLACK HAWK COUNTY RELATIVE TO A
FY2025 HEALTH TRUST FUND GRANT**

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and authorizing execution of an Agreement in Support of the Family YMCA of Black Hawk County relative to a FY2025 Budget Health Trust Fund Grant, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and authorize executive of said Agreement.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Agreement is hereby approved and the Mayor and City Clerk are hereby authorized to execute said Agreement on behalf of the City of Cedar Falls, Iowa.

ADOPTED this 1st day of July, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM
Human Resources Division

TO: Mayor Laudick and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: July 1, 2024

SUBJECT: **FY25 Employee Climate Survey Agreement**

Attached for your approval is an agreement between the City of Cedar Falls and the University of Northern Iowa (UNI) for the FY25 Employee Climate Survey. An employee survey was last conducted in 2022 with UNI assisting as the consultant on the project. The 2024 survey will be available to all employees, and the 2022 survey results will be utilized as a benchmark to compare with the anticipated 2024 results.

If you have questions regarding the attached, feel free to contact me at 319-268-5531.

Attachment

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 UNIVERSITY OF NORTHERN IOWA
 CITY EMPLOYEE CLIMATE SURVEY

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

1.0. Contractor's Services

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

1.2. Contractor shall not commence or perform any work outside the Scope of Services unless and until authorized in writing by the City. No changes to the Scope of Services shall be valid unless agreed to by both the Contractor and the City in writing. Any work performed or expenses incurred by the Contractor shall be conclusively presumed to be part of the Scope of Services unless a written change order covering such work, and the cost of such work, has been agreed to in advance. The project fee and total value of this Agreement shall not exceed the amount of \$13,415. If Exhibit "A" includes provisions for contingent services, such services shall not be performed until written authorization is given by the City.

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

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

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

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

2.0. Compensation

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

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

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

2.4. Expenses shall not be reimbursed to the Contractor unless specifically described in Exhibit "B". Contractor shall invoice the City upon project completion within 60 days of the end of the agreement.

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

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

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

3.0. Taxes.

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

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

4.0. Ownership and Use of Documents

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

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

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

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

5.0. Term and Termination.

5.1. The term of this Agreement shall commence on the effective date and end on _12/31/2024_ 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.

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

6.0. Warranties.

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

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

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

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

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

7.0. Warranties – Intellectual Property.

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

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

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

8.0. Disputes.

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

8.2. Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the City shall continue to make payment for all Services that are performed in conformance with this Agreement. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Services, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

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

9.0. Indemnification and Hold Harmless.

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

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

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

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

10.0. Insurance.

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

Insurance requirement waived: Bailey Schill (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.

13.0. Non-Collusion.

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

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

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

14.0. Nondiscrimination and Equal Opportunity.

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

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

15.0. No Conflict of Interest.

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

16.0. Force Majeure.

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

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

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

17.0. Assignment.

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

18.0. Governing Law.

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

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

19.0. Discrepancy.

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

20.0 Public Record.

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

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

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

21.0. Debarment.

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

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

22.0 Confidentiality of Shared Information.

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:
Name: Bailey Schindel
Title: Human Resources Manager
Address: 220 Clay St
Cedar Falls, Iowa 50613
Telephone: 319-268-5531
Email: bailey.schindel@cedarfalls.com

Contractor:
Name: Tolif Hunt
Title: Director of Research & Sponsored Programs
Address: 213 East Bartlett

Telephone: 319-273-3025
Email: tolif.hunt@uni.edu

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

CONTRACTOR

(Name of Contractor) University of Northern Iowa

By: Tolif R. Hunt Digitally signed by Tolif R. Hunt
Date: 2024.06.20 14:05:11 -05'00'

Its: Director of Research & Sponsored Programs

Date: _____

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

Date: _____

Exhibit A

Project Objective

To assist the City of Cedar Falls in developing and administering a benchmark employee climate study. This assessment will be designed to monitor employee feedback relative to key business areas including, but not limited to, job satisfaction, communication, department restructuring, and leadership. It will also be used to continue monitoring satisfaction levels, but the primary goal will be to provide the City of Cedar Falls with information targeted at improving and fostering the relationship between leadership and employees, as well as, between employee groups.

Project Design

Survey Development, Design, and Distribution

Strategic Marketing Services (SMS) will work in collaboration with the City of Cedar Falls to update the previously used self-completion survey instrument from the 2022 study to gather information as described in the project objective. Additionally, SMS will be responsible for producing an invitation to employees explaining the purpose of the survey and participation logistics. It will also describe our role as a third-party research administrator to raise awareness of the steps the City of Cedar Falls has taken to ensure confidentiality for employees.

In collaboration with the City of Cedar Falls, SMS will update the common core of questions that all employees will answer, as well as, add new questions to reflect changing information needs.

Once the survey and invitation content has been approved, SMS will program the survey for online completion, as well as create a print survey layout. SMS will coordinate the distribution process including both online email invitations and physical survey parcels. SMS will work with the City of Cedar Falls to identify which survey distribution method is best for employees based on their access to technology.

Data Collection, Entry, and Analysis

SMS will be accountable for all tasks associated with data collection, data entry, analysis and reporting. This will include the following:

- Online survey programming and testing
- Print survey layout, printing and parcel distribution
- Process incoming mailed responses, including data entry
- Clean data and run appropriate frequencies, cross-tabulations and other statistical testing to compare employee groups and other appropriate respondent segments

Specifically, the City of Cedar Falls agrees to provide/complete the following:

- Collaborate with SMS to update survey topics and questions, and provide final approval
- Provide SMS with an electronic file of current City employee contact information

A summary research & analysis report will be submitted to the City of Cedar Falls at project completion with complete data tabulations appended to allow for in-depth study. All pertinent survey data and statistical analyses will be summarized in an easy-to-digest format in the body of the report including comparisons between appropriate employee segments.

Exhibit A cont.**Project Duration**

SMS estimates a total project duration of approximately 11 weeks. Anticipated project milestones are detailed below assuming timely review/approval of instrument and invitation. Upon receiving authorization for the project, SMS will assign a start date for the project.

- **Anticipated Start Date:** Summer 2024
 - **Weeks 1-2:** Survey question development
 - **Weeks 3-4:** Online survey programming/testing; Paper survey typesetting & printing
 - **Weeks 5-7:** Survey administration / Data collection
 - **Weeks 8-9:** Data cleaning and analysis
 - **Weeks 10-11:** Report generation

Exhibit B**Project Fee**

SMS's proposed fee for conducting the project is \$21,415. As a participant of SMS's MarketSolve program (from the Regent's Innovation Fund), the City of Cedar Falls will receive a fee reduction of \$8,000 towards the cost of the project. UNI's Office of Research and Sponsored Programs (RSP) will invoice the City of Cedar Falls for \$13,415 at project conclusion (satisfactory acceptance of Final Report).

These prices are valid for a period of 60 days following submission of this proposal.



DEPARTMENT OF FINANCE & BUSINESS OPERATIONS

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

MEMORANDUM

TO: Mayor Laudick and City Council Members

FROM: Bailey Schindel, Human Resources Manager

DATE: July 1, 2024

SUBJECT: Amendment to City's Health Insurance Benefits and Summary Plan Document & Revision of related personnel policy 2251: Insurance Benefits

Attached for your approval is a resolution for an amendment to the City's health insurance benefits and summary plan document. Accompanying the resolution is a redline of the revisions to the group health summary plan document expanding coverage continuation of existing health coverage to an eligible surviving spouse and each eligible surviving child of a peace officer or firefighter who is an active service member at the time of death, to which an accidental death benefit is payable pursuant to Iowa Code Section 411.6(9)

Also attached is the personnel policy 2251: Insurance Benefits, which has been revised to reflect the expanded health coverage continuation explained above, and clarify the current retiree coverage practice.

Lastly, attached for your approval is a resolution for an amendment to the City's health insurance benefits and summary plan document. Accompanying the resolution is a redline of the revisions to the group health summary plan document which extends the continuation of existing health coverage, including the coverage of any applicable dependents, including spouse, through the end of the month following the month in which the death of an active employee occurred.

If you have questions regarding the attached, please contact me at 268-5531 or Jennifer Rodenbeck at 268-5108.

Attachments

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING AN AMENDMENT TO THE CITY'S HEALTH INSURANCE BENEFITS AND SUMMARY PLAN DOCUMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and adopting an amendment to the City's health insurance benefits as reflected in the City's Summary Plan Document, and

WHEREAS, said amendment would expand continuation of existing health coverage to an eligible surviving spouse and each eligible surviving child of a peace officer or firefighter who is an active service member at the time of death, to which an accidental death benefit is payable pursuant to Iowa Code Section 411.6(9), and

WHEREAS, the amendment would be effective retroactive to February 1, 2024, and

WHEREAS, the amendment has been reviewed by Wellmark and Wellmark has agreed to the addition of the benefit retroactive to February 1, 2024, and its inclusion in our stop loss coverage, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said amendment to the City's health insurance summary plan document.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the amendment to the City's health insurance benefits and summary plan document are hereby approved and adopted.

ADOPTED this 1st day of July, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

and may have to be resubmitted once coverage is reinstated.

If you fail to make a monthly payment before the end of the grace period for that month, you will lose all rights to COBRA coverage under the plan.

Assistance With Questions. Questions concerning the plan or your COBRA rights should be addressed to the contact or contacts identified below. For more information about COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional Office of the U.S. Department of Health and Human Services (HHS) or visit the HHS website at www.hhs.gov. Addresses and phone numbers of Regional HHS Offices are also available through HHS's website.

Notification of Changes. In order to protect your family's rights, you should keep WEX Health, Inc., informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices sent by your employer or group sponsor.

Plan Contact Information. For additional information about you and your dependents' rights and obligations under the plan and under federal law, you should contact your employer or group sponsor, the plan administrator. You may obtain information about COBRA coverage on request from:

WEX Health, Inc.
PO Box 2079
Omaha, NE 68103-2079

The contact information for the plan may change from time to time. The most recent information will be included in the most recent plan documents (if you are not sure whether this is the most recent plan document, you may request the most recent one from the plan administrator or your employer or group sponsor).

Continuation for Public Group

Iowa Code Sections 509A.7 and 509A.13 may apply if you are an employee of the State, an Iowa school district, or other public entity supported by public funds. If this law applies to you, you may be entitled to continue participation in this medical benefits plan when you retire.

Coverage Continuation or Reenrollment Upon Duty-Related Death of Eligible Peace Officer or Fire Fighter ~~in the Line of Duty~~
Pursuant to Iowa Code Section 509A.13C, a governing body, county board of supervisors, or city council that sponsors a health care coverage plan for its employees under Iowa Code chapter 509A ~~shall~~ permits continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter. An "eligible peace officer or firefighter" means a peace officer, as defined in Iowa Code Section 801.4, or a fire fighter, as defined in Iowa Code Section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code Section 97A.6, Subsection 16, Iowa Code Section 97B.52, Subsection 2, ~~or~~ Iowa Code Section 411.6, Subsection 15, or, for such peace officer or firefighter who is an active service member at the time of death, to which an accidental death benefit is payable pursuant to Iowa Code Section 411.6(9). A governing body, a county board of supervisors, or a city council shall also permit continuation of existing coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter until such time as the determination is made as to whether to provide a line of duty benefit or accidental death benefit.

Iowa Code Section 509A.13C applies retroactively to allow reenrollment in previously existing health coverage for the surviving spouse and each surviving child of an eligible peace officer or fire fighter who died in the line of duty or who is eligible for an accidental death benefit on or after January 1, 1985. Coverage benefits will be provided for services on or after the date of reenrollment.

CFD 2251: Personnel Policy – Insurance Benefits

Approved ~~January 6, 2020~~ July 1, 2024 by the Cedar Falls City Council
~~Received and Filed August 21, 2023 by the Cedar Falls City Council~~

POLICY:

It is the Policy of the City of Cedar Falls to provide eligible employees with certain insurance benefits. For specific details of benefits, employees are referred to the insurance plan documents. Provisions in plan documents take precedence over any statements in this policy.

PROCEDURES:

1. Health Insurance.

- A. Health insurance is available to all full-time employees and their dependents, including spouse, (as defined by plan documents).
- B. The City may pay a portion of the premium and the employee will pay, via payroll deduction authorized by the employee in writing, the remainder of the premium. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit to the City, not later than the employees' normal payday, the amount of premium owed by the employee. If the premiums for such health insurance are increased, or decreased, the City reserves the right to alter the share of premium cost to be paid by employees.
- C. Prescription drug insurance is offered to employees covered by the health insurance plan.
- D. Health and prescription drug deductibles and co-insurance payments for dependents will be paid by the employee.
- E. Employee's health and prescription drug deductibles and co-insurance payments may be reimbursed pursuant to a §105 Plan and as determined by City Council and the collective bargaining process.

2. Life Insurance.

- A. The City will purchase life insurance for eligible full-time employees which, in the event of the death of an employee while employed by the City, will provide a benefit of one times the employee's annual base wage.
- B. The City will pay the premium for eligible employees; however, the City reserves the right to alter or discontinue this benefit.
- C. Collective bargaining agreements govern this benefit for employees covered by the bargaining unit.

3. Accidental Death and Dismemberment Insurance.

- A. The City will purchase Accidental Death Insurance and Accidental Dismemberment Insurance for eligible full-time employees.
- B. The City will pay the premium for eligible employees; however, the City reserves the right to alter or discontinue this benefit.

4. **Long Term Disability Insurance.**

- A. The City will purchase long term disability insurance for eligible full-time employees which, in the event the employee is disabled from working, and otherwise qualifies for benefits, will pay a monthly benefit of a percentage of their monthly earnings subject to a maximum monthly benefit as provided for in the plan document.
- B. The City will pay the premium for eligible employees; however, the City reserves the right to alter or discontinue this benefit.

5. **Dental Insurance.**

- A. Dental insurance is available to all full-time employees and their dependents (as defined by plan documents), when required minimum participation has been met.
- B. The employee shall pay the full cost of the premium via payroll deduction authorized by the employee in writing.
- C. If, for any pay period, there are insufficient wages due and payable to the employee to cover the premium to be withheld, the employee must submit to the City, not later than the employees' normal payday, the amount of premium owed by the employee.
- D. If the premiums for such dental insurance are increased, or decreased, the employee's premium will change to the new amount. Deductibles and co-insurance payments for the employee and dependents shall be paid by the employee.

6. **Effective Dates of Coverage.**

- A. Coverage of an employee under the health insurance program shall commence thirty-one (31) days after the employee begins employment with the City.
- B. Coverage under life insurance and accidental death and dismemberment commences with the date of hire.
- C. Coverage under long-term disability insurance begins the first of the month following the date of hire.
- D. Coverage under life insurance, accidental death and dismemberment insurance and long-term disability insurance shall terminate upon date of termination of City employment.
- E. Health insurance coverage terminates upon the last day of the month in which employee terminates employment with the City.

F. Termination within the meaning of this section does not terminate any benefit any employees may have under the law or as a retiree of the City.

7. Retirees Coverage.

A. Retirees and their dependents, including spouse, are eligible to continue participating in the City's group plans as defined by the plan documents.

B. Retirees shall pay the full group benefit rate as determined by the City.

A.C. Nothing in this Article shall be construed as preventing retired employees from voluntarily continuing in force, at their own expense, an existing contract for both the employees and their families for which they are qualified by law.

B.D. Effective July 1, 2020, retirees will no longer be eligible for medical and prescription drug insurance and dental insurance coverage on the City's group plans upon reaching the age of 65 or becoming eligible for Medicare, whichever occurs first.

8. Scope of City Responsibility.

A. The City reserves the right to alter, modify or discontinue any of these insurance benefits at its sole discretion.

B. Employees should review insurance plan documents for full details concerning participation, coverage, limitations and filing of claims. It is the employee's responsibility to file claims properly and promptly.

C. The City is not responsible for or liable for the payment of any insurance benefits. The City's responsibility is limited to the payment of the necessary portion of premiums to purchase the insurance described in section (1) through (4). It has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the City.

D. No dispute arising under or relating to Insurance Benefits shall be subject to the Grievance Procedures, except an allegation that the City has failed to pay any portion of the premium required to purchase the insurance coverage.

9. Health and Prescription Coverage Continuation

A. Pursuant to Iowa Code Section 509A.13C, the City permits continuation of existing coverage or reenrollment in previously existing health coverage for the surviving spouse and each surviving dependent of an eligible peace officer or fire fighter. An "eligible peace officer or fire fighter" means a peace officer, as defined in Iowa Code Section 801.4, or a fire fighter, as defined in Iowa Code Section 411.1, to which a line of duty death benefit is payable pursuant to Iowa Code Section 411.6(15), or, for such peace officer or fire fighter who is an active service member at the time of death, to which an accidental death benefit is payable pursuant to Iowa Code Section 411.6(9). The City shall also permit continuation of existing coverage

for the surviving spouse and each surviving dependent of an eligible peace officer or fire fighter until such time as the determination is made as to whether a line of duty benefit or accidental death benefit is payable. See plan document for more information.

1). To request continuation of coverage or reenrollment, eligible dependent(s), including spouse, must provide written notification to the City within thirty (30) days of the date of death of the eligible peace officer or fire fighter as defined above, or within thirty (30) days of the date on which a determination is made as to whether a line of duty or accidental death benefit is payable, whichever is later. Coverage continuation for eligible dependent(s), including spouse, of an eligible peace officer or fire fighter as defined above shall continue until the eligible spouse or dependent's death, eligible spouse's date of remarriage, Medicare eligibility, dependent child has reached the age of 26, or until coverage is voluntarily ended by the eligible spouse and/or dependent. If coverage is ended or initially foregone, eligible dependent(s), including spouse, are not allowed to enroll in the plan again at any time in the future. See plan document for more information.

4)-2). Cost for coverage continuation for eligible dependent(s), including spouse, of an eligible peace officer or fire fighter as defined above shall be the employee rate as determined by the City for the first 36 months of coverage, and the full group benefit rate following the first 36 months of coverage. The City reserves the right to alter this offering and/or the City-defined rates and/or the payment terms.

3). The first payment (which shall include payment for all months following the date of death of an eligible peace officer or fire fighter) must be received by the City within forty-five (45) days of the date the surviving dependent(s) elected to continue coverage pursuant to Iowa Code Section 509A.13C. Each subsequent payment is due by the first day of the month for which coverage is intended, and shall be considered timely if received within thirty (30) days of the due date. If payment is not received in a timely manner, coverage shall terminate retroactive to the last day of the month for which coverage was paid.

9-10. **Workers' Compensation Benefits and City's Lien Against Third Parties.**

- A. The City shall have the right to a lien or a credit for all workers' compensation benefits paid to an employee that are the result of a third party's actions.
- B. Iowa law provides that the City is entitled to a credit or lien for any and all workers' compensation benefits against any payment received by an employee from a third party or its insurance carrier.
- C. If an employee receives any payments from a third party or their insurance carrier for injuries sustained while in the course of employment for the City, the employee must obtain written approval from the City prior to settlement of the claim with the third party.
- D. Employees who are contacted by a third party or its insurance company in order to negotiate a settlement of their claim must inform their supervisor, Department Director (or City Administrator if a director) and the City Attorney immediately.

ADOPTED / AMENDED: 1/23/12, 6/1/15, 3/1/19, 1/6/20, 7/1/24

RESOLUTION NO. _____

RESOLUTION APPROVING AND ADOPTING AN AMENDMENT TO THE CITY'S HEALTH INSURANCE BENEFITS AND SUMMARY PLAN DOCUMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has considered approving and adopting an amendment to the City's health insurance benefits as reflected in the City's Summary Plan Document, and

WHEREAS, said amendment would extend continuation of existing health coverage, including the coverage of any applicable dependents, including spouse, through the end of the month following the month in which the death of an active employee occurred, and

WHEREAS, the amendment would be effective July 1, 2024, and

WHEREAS, the amendment has been reviewed by Wellmark and Wellmark has agreed to the revision of the benefit effective July 1, 2024, and its inclusion in our stop loss coverage, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and adopt said amendment to the City's health insurance summary plan document.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the amendment to the City's health insurance benefits and summary plan document are hereby approved and adopted.

ADOPTED this 1st day of July, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

designated by the President in time of war or emergency.

If you are a covered employee called to a period of active service in the uniformed service, you should check with the plan administrator for a more complete explanation of your rights and obligations under USERRA.

Coverage Termination

The following events terminate your coverage eligibility.

- You become unemployed when your eligibility is based on employment.
- You become ineligible under your employer's or group sponsor's eligibility requirements for reasons other than unemployment.
- Your employer or group sponsor discontinues or replaces this group health plan.
- We decide to discontinue offering this group health benefit plan by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 90 days prior to termination.
- We decide to nonrenew all group health benefit plans delivered or issued for delivery to employers in Iowa by giving written notice to you and your employer or group sponsor and the Commissioner of Insurance at least 180 days prior to termination.
- The number of individuals covered under this group health plan falls below the number or percentage of eligible individuals required to be covered.
- Your employer sends a written request to terminate coverage.

Also see *Fraud or Intentional Misrepresentation of Material Facts*, and *Nonpayment* later in this section.

When you become unemployed and your eligibility is based on employment, your coverage will end at the end of the month your employment ends. However, when you become unemployed as the result of death and your eligibility is based on employment, your coverage (including the coverage of any applicable dependents, including spouse)

will end at the end of the month following the month in which the death occurred.

When your coverage terminates for all other reasons, check with your employer or group sponsor or call the Customer Service number on your ID card to verify the coverage termination date.

If you receive covered facility services as an inpatient of a hospital or a resident of a nursing facility on the date your coverage eligibility terminates, payment for the covered facility services will end on the earliest of the following:

- The end of your remaining days of coverage under this benefits plan.
- The date you are discharged from the hospital or nursing facility following termination of your coverage eligibility.
- A period not more than 60 days from the date of termination.

Only facility services will be covered under this extension of benefits provision. Benefits for professional services will end on the date of termination of your coverage eligibility.

Fraud or Intentional Misrepresentation of Material Facts

Your coverage will terminate immediately if:

- You use this group health plan fraudulently or intentionally misrepresent a material fact in your application; or
- Your employer or group sponsor commits fraud or intentionally misrepresents a material fact under the terms of this group health plan.

If your coverage is terminated for fraud or intentional misrepresentation of a material fact, then:

- We may declare this group health plan void retroactively from the effective date of coverage following a 30-day written notice. In this case, we will recover any claim payments made.
- Premiums may be retroactively adjusted as if the fraud or intentionally misrepresented material fact had been accurately disclosed in your application.
- We will retain legal rights, including the right to bring a civil action.


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thomas Weintraut, Planner III
DATE: July 1, 2024
SUBJECT: Approval of Asbestos Removing Agreement 523 W 1st Street

The City recently purchased the property located at 523 W 1st Street with plans for demolition. Council approved a contract for asbestos testing on April 1 and the structure was found to contain asbestos materials. Staff requested bids for the removal of the asbestos. Requests were sent to nine firms with only two submitting bids. A summary of the bids are listed below:

Advanced Environmental, Waterloo	\$2,885.00
All Star Environmental, Dubuque	\$2,375.00

The Community Development Department recommends entering into an Asbestos Removal Contract with All Star Environmental to remove the asbestos containing materials at 523 W 1st Street.

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

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

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

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

1.0. Contractor's Services

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

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

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

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

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

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

2.0. Compensation

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

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

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

23.0. Entire Agreement.

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

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

24.0. Additional Terms.

25.0. Notices.

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

City:

Name: Thomas A Weintraut

Title: Planner III

Address: 220 Clay Street
Cedar Falls, IA 50613

Telephone: 319-268-5184

Email: Thomas.Weintraut@cedarfalls.com

Contractor:

Name: Bruce Pregler

Title: owner

Address: 2622 Van Buren Ave
Dubuque IA 52001

Telephone: 563-542-2379

Email: Preglerbruce@gmail.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: B. D.

By: Bruce Pregler

Its: owner

Date: 6-4-2024

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____

Exhibit "A"

May 9, 2024

RE: Asbestos Removal
Properties: 523 W 1 Street, Cedar Falls

Sent: VIA Email

Greetings

The City of Cedar Falls is requesting RFPs for the removal of asbestos from 523 W 1st Street. This structure has been tested for asbestos-containing material by Hawkeye Environmental. Their report and summary are enclosed. We would like your firm to submit a proposal for the removal of asbestos material as identified in the report.

If you wish to submit a proposal, please complete, and sign both copies of the Proposal for Asbestos Removal and Proposed Form of Contract and return them to me by noon on **Friday, May 24, 2024**. The firm will be selected on the basis of lowest proposed fee and the contract will be presented for Council approval on June 4, 2024. Notice to Proceed on the project will be issued after the contract has been approved by the City Council. Asbestos removal must be completed within 25 working days of issuance of Notice to Proceed.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Thomas A Weintraut, AICP
Planner III

Exhibit "B"

PROPOSAL FROM: All Star Environmental
 2622 Van Buren Street
 DUBUQUE, IOWA 52001
 PHONE: 563-542-2379



PROPOSAL TO: City of Cedar Falls	PHONE:	DATE:
STREET: 220 Clay Street	(319) 268-5184	5-14-2024
ATTN: Thomas A. Weintraut, Jr.	Job #:	
CITY, STATE, ZIP: Cedar Falls IA 50613	Job Location: 523 West 1st Street, Cedar Falls IA	
We hereby submit specifications and estimates for:		
<p>THIS PROPOSAL IS FOR THE REMOVAL AND DISPOSAL OF ASBESTOS AS LISTED IN THE INSPECTION REPORT.</p>		
<p>*WI JOBS ONLY: If awarded this project, there will be an additional notification fee, if applicable, added to the price quoted as this fee is required by the WI DNR. The fees range from \$50.00 to \$1,325.00 depending on the type of project.</p>		
<p>IL JOBS ONLY: If awarded this project, there will be an additional \$150.00 notification fee, if applicable, added to the price quoted as this fee is required by the IL EPA. Price does not include the cost of required air clearance samples.</p>		
<p>*SCHOOL PROJECTS ONLY: Prices do not include the cost of project management, if applicable, or air clearance samples that are required to be taken by an Independent Air Sampling Professional at the end of a school project. Schools will be billed directly by the Project Manager and/or Air Sampling Professional.</p>		
<p>All work will be performed in accordance with OSHA asbestos standard for construction industry, 29 CFR 126.1101 and USEPA National Emissions Standard for Hazardous Air Pollutants (NESHAPS). Asbestos Regulations, 40 CFR 61 Subpart A & M. All work will be performed by AHERA licensed individuals regularly engaged in asbestos removal.</p>		
<p>We propose hereby to furnish materials, equipment and labor, complete in accordance with the above specifications, for the sum of TOTAL: \$ 2,375.00</p>		
<p>Payment to be made as follows: Net 10 days from receipt of invoice/ 1.5% Past Due</p>		<p>Residential services: 100% due at start of job</p>
<p>Any alteration or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.</p>		
<p>Iowa Contractors License 3316 IL Asbestos Contractor Permit 500-1913 WI Contractor Permit No.2639450</p>		<p>Authorized Signature: </p>
<p>NOTE: This proposal may be withdrawn if not accepted within 30 days.</p>		
<p>Acceptance of Proposal The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above.</p>		<p>Signature: _____</p>
<p>Date Accepted: _____</p>		<p>Signature: _____</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Steve Buchheit 1900 John F Kennedy Rd Suite 3 Dubuque IA 520023800	CONTACT NAME: Steve Buchheit PHONE (A/C, No, Ext): 563-588-1491 E-MAIL ADDRESS: steve.buchheit.qujz@statefarm.com	FAX (A/C, No): NAIC #
	INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company	NAIC # 25178
INSURED ALL STAR ENVIRONMENTAL LLC 2622 VAN BUREN AVE DUBUQUE IA 520015538	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	360 4749-C22-15A	03/22/2024	09/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER [Blank]	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE This form was system-generated on 06/24/2024



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 II
DATE: July 1, 2024
SUBJECT: PC-2 District Master Plan Amendment and Site Plan – 924 W. Viking Road

REQUEST: Request to approve a PC-2 Planned Commercial District Master Plan Amendment and approve a site plan to add a natural turf soccer practice field on the property at 924 W. Viking Road.

PETITIONER: Dirtworks Construction; Applicant; HI YIELD LLC; Owner

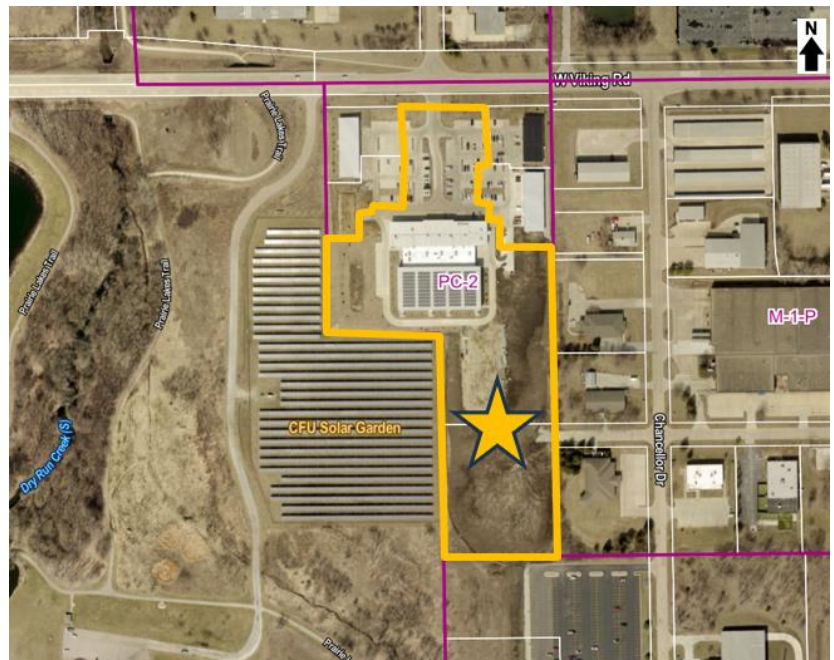
LOCATION: 924 W. Viking Road

PROPOSAL

It is proposed to amend the PC-2 Master Plan for the property at 924 W. Viking Road to include a practice soccer field south of the parking lot that is behind the large gymnasium building. The proposed practice soccer field will be accessed from the parking lot.

BACKGROUND

The property was rezoned by the City Council from A-1 Agricultural District to PC-2 Planned Commercial District on September 19, 2016. Since 2016, the development has been progressing steadily with the completion of 3 outbuildings and the larger gymnasium building on site. The site plan for the last outbuilding at 918 W. Viking Road was approved in early 2023. The site plan approval also included completing several missing items (from previous commitments) including the parking lot (south of 924 W. Viking Rd.



building), landscaping, sidewalks along W. Viking Road, trash enclosures, etc. Currently, the outbuilding is under construction and the site work has been progressing well with the completion of certain missing previous commitments including sidewalks along W. Viking Road, landscaping, and the parking lot behind the 924 W. Viking Road building. The owner now intends to add a practice soccer field in the southern area of the property.

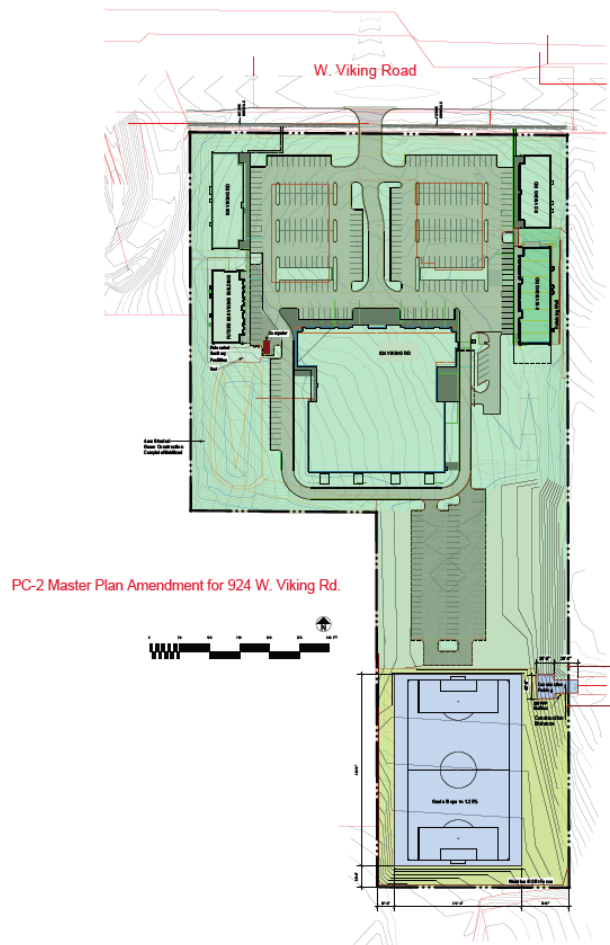
ANALYSIS

The property is zoned PC-2, Planned Commercial District. As per code, all major or substantial changes including but not limited to land use changes, building locations, residential densities, street alignments, parking lot arrangements, interior traffic patterns, landscaping plans, signage plans, and building design elements shall be referred to the Planning and Zoning Commission and the City Council for review.

The applicant proposes to grade the site to level the area for a natural grass soccer practice field as shown below and attached. There will be no other changes to the site. Staff notes that a small temporary construction access is proposed from the end of Enterprise Drive. Once the site is graded and seeded, this temporary construction access will be restored to grass and the dead end signage and barrier will be installed at the end of Enterprise Drive to prevent unauthorized vehicular access and parking in this location.

Following is a review of the zoning ordinance requirements:

- 1) Proposed Use: Proposed soccer field will be considered as an outdoor recreational use, which is a permitted use in the PC-2 District. **Use permitted.**
- 2) Setbacks: The setbacks apply to the building, parking lot, and signage, so do not apply to an outdoor soccer field. There is also a 20-foot open space buffer setback around the perimeter of the district, as approved by the City Council in 2017. The proposed soccer field will remain open green space so is compliant with the buffer requirement. **The proposed placement of the soccer field will maintain the required 20-foot open space buffer.**
- 3) Parking: The parking requirement was previously calculated for the entire development, which included the gymnasium building and 4 outbuildings. Based on the anticipated uses and sizes



of the buildings within this development, the total parking required for all of the uses is 340 parking stalls. The overall site plan shows 443 parking stalls, which exceeds the minimum requirement. **As per the code, there is no required parking for the proposed soccer field use. However, the site has plenty of parking to meet the needs of the proposed use.**

- 4) Access: The access to the soccer field will be from the parking lot located between the 924 W. Viking Road building and the proposed placement of the soccer field.

Landscaping, building design elements, lighting, sidewalks, signage, etc. do not apply as the proposal is just to update a land use change for the site. Overall, the applicant has indicated that the proposed project will have minimal grade elevation changes and no changes to the impervious area or require a retaining wall. Natural grass will be grown on the soccer field and no trees will be disturbed.

TECHNICAL COMMENTS

The City Engineering Division notes that a Stormwater Prevention (SWPPP) permit is required and SWPPP controls must be maintained properly. Staff also notes that Enterprise Drive dead ends at the east property line. To prevent unauthorized vehicular access to the site from the end of this street, the applicant will be required to install permanent dead-end signage and a barrier. The applicant has confirmed that the turnaround will be eliminated, and signage will be installed after the project is completed.

RECOMMENDATION

Planning and Zoning Commission recommends approval of the proposed amendment to the PC-2 Master Plan and site plan to add a practice soccer field on the property at 924 W. Viking Road as per staff's recommendation at their regular meeting on June 12th, 2024, with a vote of 6 ayes and 0 nays.

PLANNING & ZONING COMMISSION

Discussion/Vote
6/12/2024

Chair Hartley introduced the item and Mr. Atodaria provided background information. He explained that the property is east of the solar park and was rezoned from A-1 Agricultural to PC-2 Planned Commercial in September of 2016. Currently three outbuildings and a larger gymnasium have been built and the site plan for the last outbuilding at 918 W. Viking Road was approved in early 2023. The proposal is to add a practice soccer field in the southern area of the property. He explained that it would be considered as an outdoor recreational use, which is permitted in the PC-2 District. He discussed the setbacks, parking and access for the proposal.

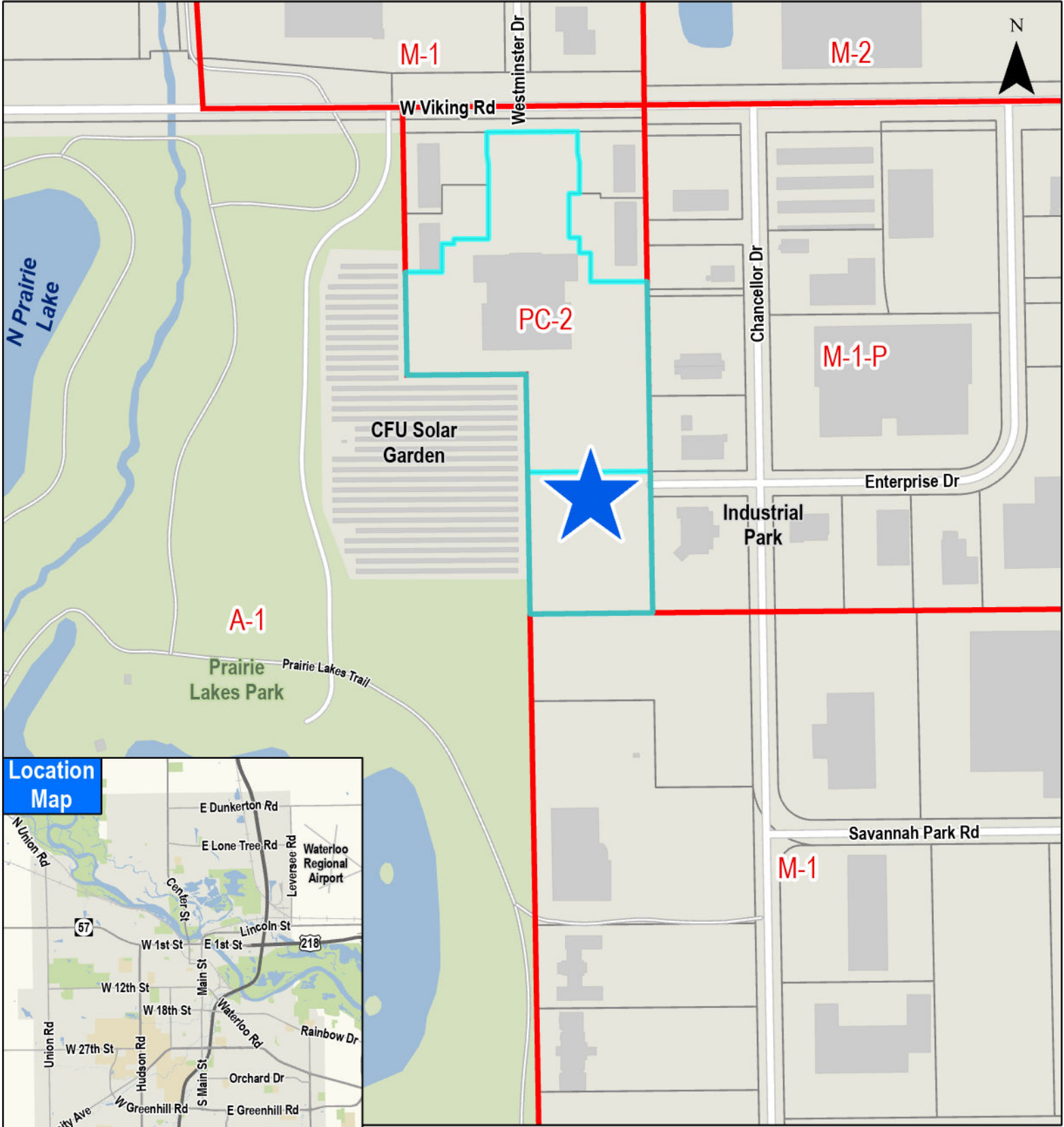
Staff recommends approval subject to any comments or direction specified by the Commission and conformance with all staff recommendations.

Mr. Stalnaker had questions about the parking lot. Mr. Johnson asked about future night lighting for after the games. Mr. Atodaria noted that the applicant is not adding any lighting and there are no plans to add it as this field is intended for daytime use.

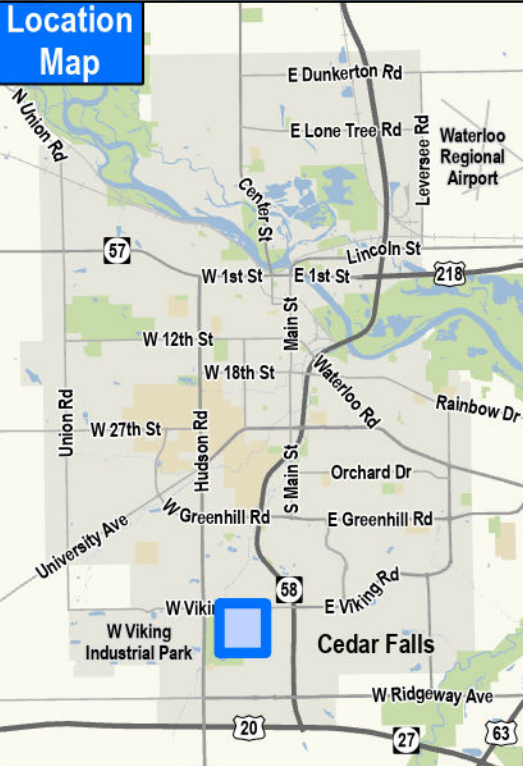
Moser made a motion to approve the item. Leeper seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Johnson, Leeper, Moser, Sorensen and Stalnaker), and 0 nays.

Cedar Falls Planning and Zoning Commission June 12, 2024

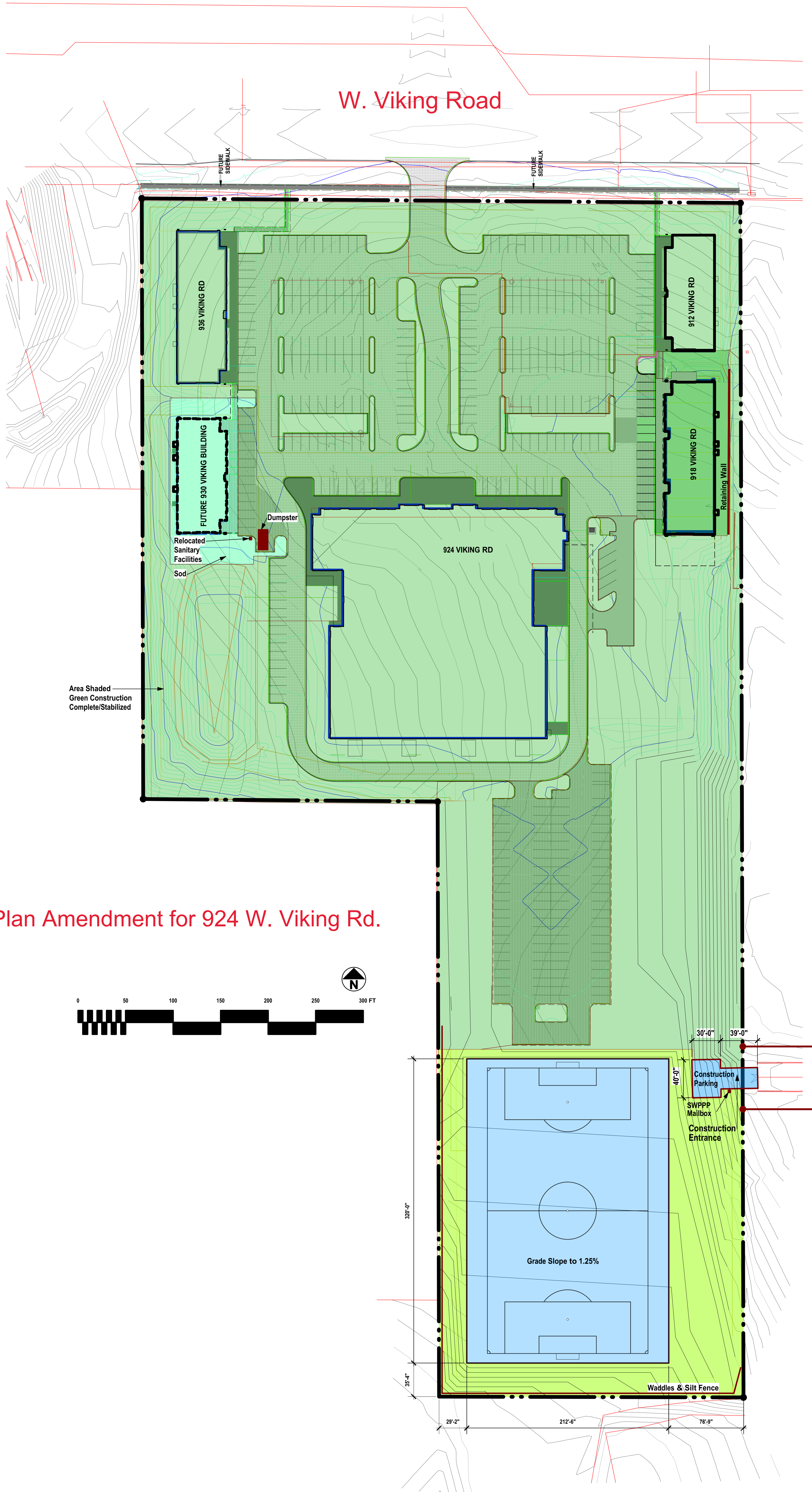
Item 19.



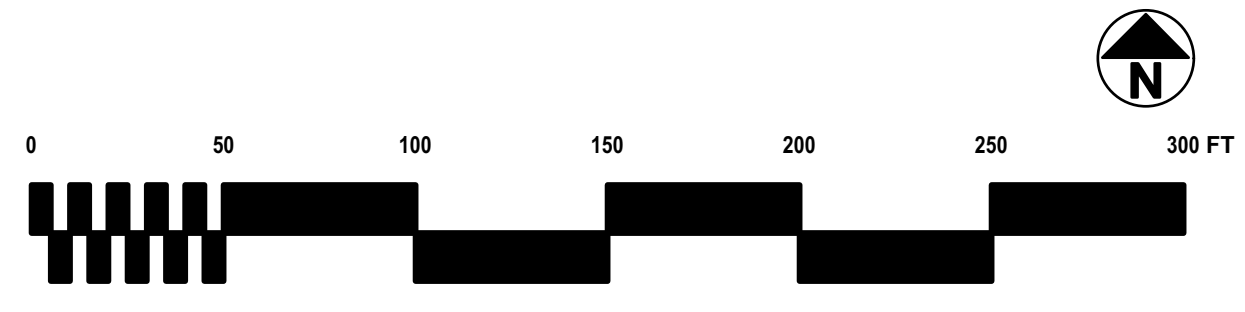
Location Map



**PC-2 Master Plan Amendment for
924 W. Viking Road MP-001)**



PC-2 Master Plan Amendment for 924 W. Viking Rd.





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: Chris Sevy, AICP, Planner II
 Matthew Tolan, EI, Civil Engineer II
DATE: July 1, 2024
SUBJECT: Replat of lots 7, 8, & 9 of the Normal Addition

REQUEST: Geisler Minor Plat No. 1 - Replat of lots 7, 8, & 9 of the Normal Addition to Cedar Falls, Iowa (Case # MP24-003)

PETITIONER: Jake Geisler, Owner

LOCATION: 2511 Franklin Street

PROPOSAL

Jake Geisler purchased 2511 Franklin (Normal Addition Lots 7 & 8) and the neighboring vacant lot to the south (Normal Addition Lot 9) with the intent to demolish the existing house and garage, move the lot line to make two lots of similar width, and build a duplex on each of the resulting lots. Mr. Geisler requests a minor plat to create two lots that are each more than 97 feet wide which will meet the dimensional standard for duplexes in the R-2 Residence District where these properties are located. Review of the duplexes and their design will be a separate consideration.

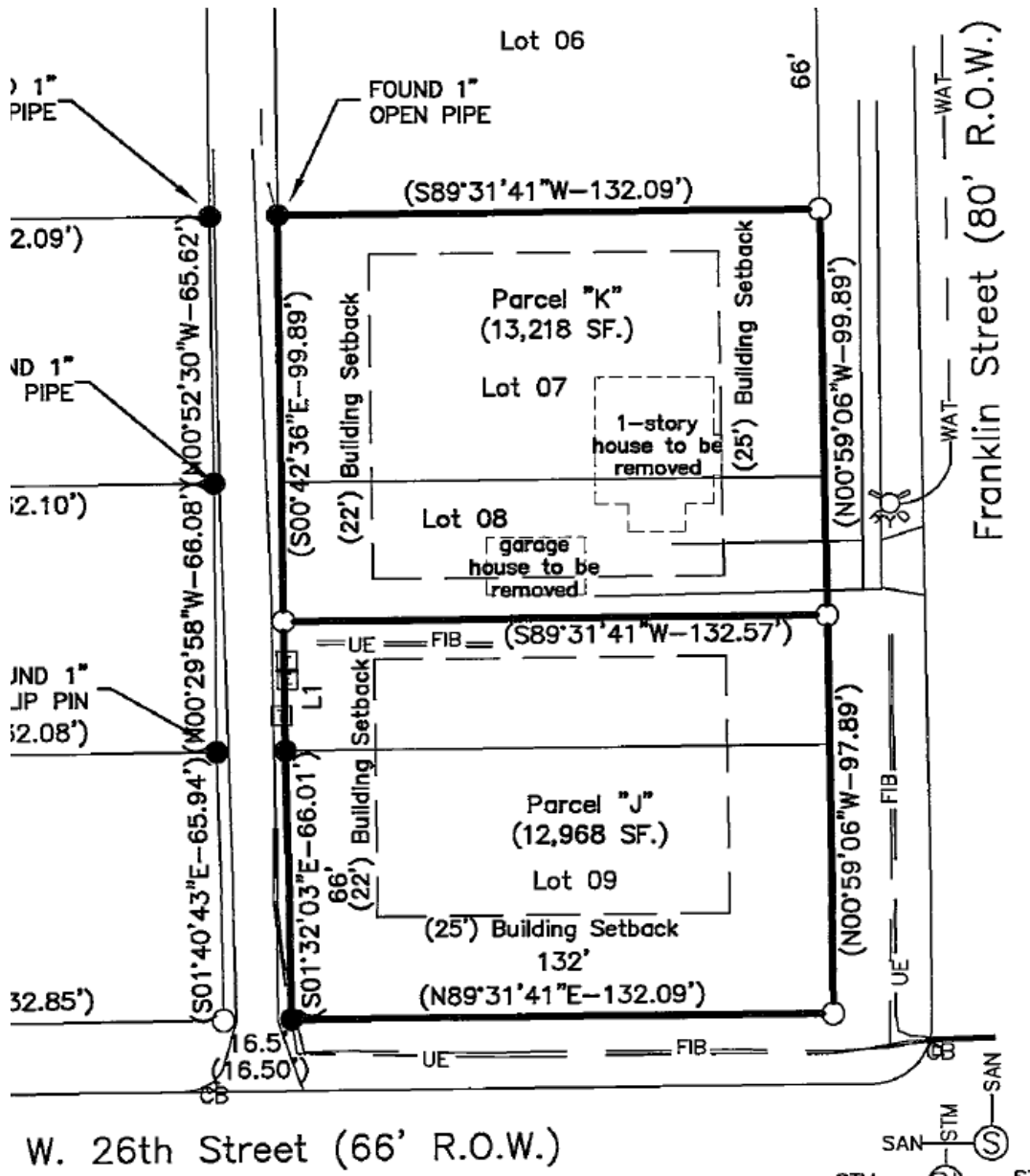
BACKGROUND

Lots 7, 8, & 9 of the Normal Addition were created back in 1893. At some point, lots 7 & 8 were combined, possibly when the existing residence was built in 1950. The three lots have been sold together since that time. A home was never constructed on Lot 9. Staff notes that small adjustments to lot lines may be approved administratively with a plat of survey as long as the amount of land deeded or transferred from one lot to another is less than 25% of the area of the enlarged lot after such transfer. Since the proposed shift in the lot lines exceeds this threshold, a minor plat is required to reconfigure the lot lines.

ANALYSIS

The minimum lot size for a two-unit dwelling in the R-2 Residence District is 8,000 square feet with a minimum lot width of 70 feet. The proposal meets the minimum lot size requirement as

the applicant proposes Parcel K to be 13,218 square feet and 99.89 feet wide, And Parcel J to be 12,968 square feet and 97.89 feet wide.



The proposed setback lines meet zoning requirements: 25 feet from the right of way along street frontages, 10 feet from the side lot lines and 22 feet from the rear property line. The rear setback is typically 30 feet. However, when there is a rear alley, up to half of the width of the rear alley (in this case 8 feet) may count toward the rear yard requirement as per City Code Section 26-88.

A second sheet provided shows proposed building footprints, public sidewalks in the right of way (as required to be installed), and paved pedestrian connections to the housing units. As per Engineering requirements, a pedestrian curb ramp connecting eastward to the street will be provided which provides an accessible connection/crossing to the trailhead on the other side of the street. This connection and the work done will avoid the need to remove street trees currently in the city right of way.

TECHNICAL COMMENTS

City technical staff, including Cedar Falls Utilities (CFU) personnel, have reviewed the minor plat for 2511 Franklin Street. Water, electric, gas, and communications utility services are available to 2511 Franklin in accordance with the service policies of CFU. Electric, gas, and communications utility services are available to lot at the corner of W 26th Street and Franklin Street in accordance with the service policies of CFU. The developer will need to install a water service from the water main that dead ends at the hydrant in front of 2511 Franklin St to the corner lot.

The property is located outside the floodplain overlay district.

A courtesy mailing was sent to the neighboring property owners.

STAFF RECOMMENDATION

Planning and Zoning Commission reviewed Minor Plat case #MP24-003, and recommends approval with the following stipulations:

1. Any comments or direction specified by the Planning and Zoning Commission.
2. Conformance with all city staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion 6/12/2024 The next item for consideration by the Commission was Geisler Minor Plat No. 1. Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that the applicant purchased 2511 Franklin and the neighboring vacant lot to the south with the intent to demolish the existing house and garage and move the existing lot line through a minor plat process to create two lots of similar size and width with intention to build a duplex on each lot. Mr. Sevy displayed the proposed minor plat and discussed the lot size and setback requirements. He noted that half the alley width (8 feet) can count as rear yard area to meet the requirement, so the principal building setback from the rear lot line only has to be 22 feet, which is what is shown on the plat.

Staff recommends approval subject to any comments or direction by the Commission and conformance with all staff recommendations. Stalnaker asked about the width of the alley. Mr. Sevy state that the alley right-of-way is 16 feet wide.

Hillary Oberle, 2508 Franklin Street, spoke as an adjacent neighbor to the property and noted her appreciation for the extension of the sidewalk. She also stated that the preservation of the trees in that area is important and hopes that it will be taken into consideration.

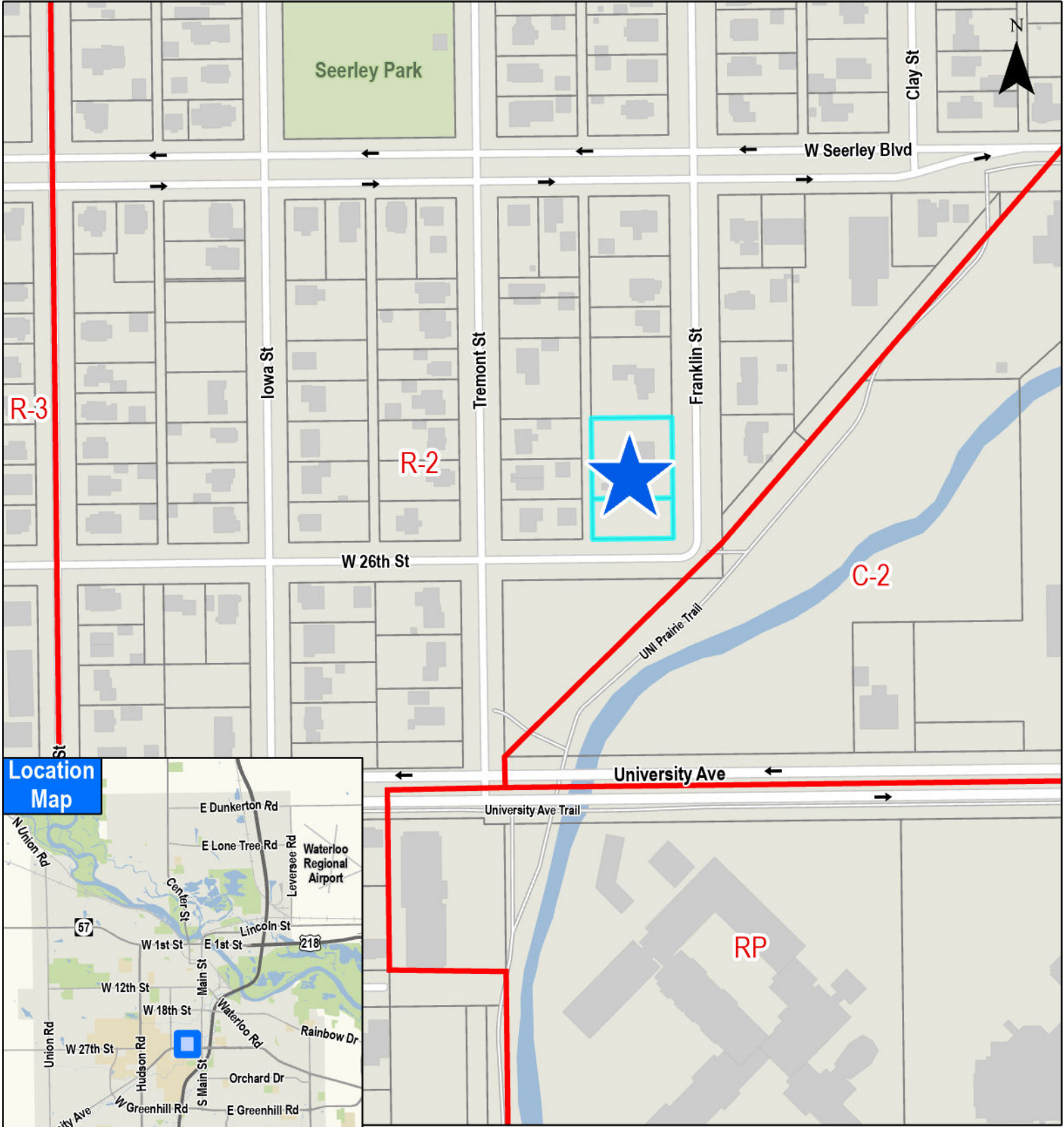
Ms. Moser asked about the proposed plan for the buildings. Jake Geisler, 2511 Franklin Street, stated that the duplexes will be intended to rent to college students and each duplex will have three bedrooms and two bathrooms with a two-stall garage.

Sorensen made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Johnson, Leeper, Moser, Sorensen and Stalnaker), and 0 nays.

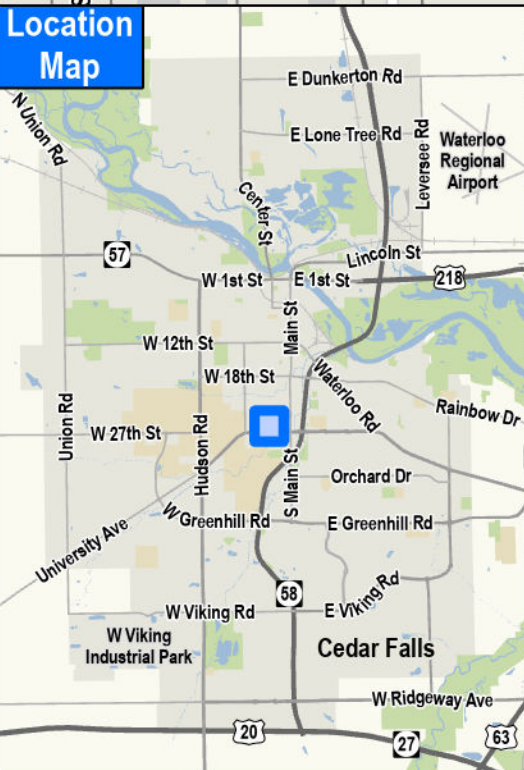
Attachments: Location Map
Signed Plat
Surveyor Certificate
Signed Deed of Dedication

Location Map

Item 20.



Location Map



**Minor Plat and CHN Overlay Design
Review for duplexes at 2511 Franklin St.
(MP24-003) (DR24-005)**

INDEX LEGEND

General Description: Lots 7, 8 & 9, Block 17, Normal Add., Cedar Falls
Surveyor: David L. Scheil (#16775)
Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
2705 University Avenue (P.O. Box 898)
Waterloo, Iowa 50704
(319)235-6294
Survey Requested By: Jake Geisler
Proprietor: Jake Geisler

For County Recorder's use.

GEISLER MINOR SUBDIVISION PLAT NO. I

Parcels "J" & "K" SHEET 1 OF 4

LEGAL DESCRIPTION
Parcel "J"

That part of Lot Nine (09) and Lot Eight (08), Block Seventeen (17), Normal Addition, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of aforesaid Lot Nine (09); thence N00°59'06"W Ninety-seven and Eighty-nine Hundredths (97.89) feet along the East line of said Lot Nine (09), and along the East line of aforesaid Lot Eight (08); thence S89°31'41"W One Hundred Thirty-two and Fifty-seven Hundredths (132.57) feet to the West line of said Lot Nine (09); thence S00°42'36"E Thirty-one and Eighty-nine Hundredths (31.89) feet along said West line to the Northwest corner of aforesaid Lot Nine (09); thence S01°32'03"E Sixty-six and One Hundredth (66.01) feet along the West line of said Lot Nine (09) to the Southwest corner of said Lot Nine (09); thence N89°31'41"E One Hundred Thirty-two and Nine Hundredths (132.09) feet along the South line of said Lot Nine (09) to the point of beginning containing 12,968 square feet.

LEGAL DESCRIPTION
Parcel "K"

That part of Lot Seven (07) and Lot Eight (08), Block Seventeen (17), Normal Addition, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Southeast corner of Lot Nine (09), aforesaid Block Seventeen (17); thence N00°59'06"W Ninety-seven and Eighty-nine Hundredths (97.89) feet along the East line of said Lot Nine (09), and along the East line of aforesaid Lot Eight (08) to the point of beginning; thence N00°59'06"W Ninety-nine and Eighty-nine Hundredths (99.89) feet along said East line of Lot Eight (08) and along the East line of aforesaid Lot Seven (07) to the Northeast corner of said Lot Seven (07); thence S89°31'41"W One Hundred Thirty-two and Nine Hundredths (132.09) feet to along the North line of said Lot Seven (07) to the Northwest corner of said Lot Seven (07); thence S00°42'36"E Ninety-nine and Eighty-nine Hundredths (99.89) feet along the West line of said Lot Seven (07) and along the West line of aforesaid Lot Eight (08); thence N89°31'41"E One Hundred Thirty-two and Fifty-seven Hundredths (132.57) feet to the point of beginning containing 113,218 square feet.

NOTES:

- 1. The basis of bearings for this Plat of Survey is the South line of Lot 09 assigned a bearing of N89°31'41"E as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

CES FILE NO. ml

This Plat or Subdivision has been reviewed by (City of Cedar Falls)

Signature of (City of Cedar Falls) Zoning Ordinance Administrator Date



CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Date of Survey: June 17, 2024

Signature: David L. Scheil, P.L.S.

Date: June 17, 2024 License No. 16775

Pages or Sheets Covered by this Seal: 4 My license renewal date is December 31, 2024

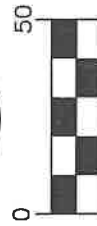
Item 20.

WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

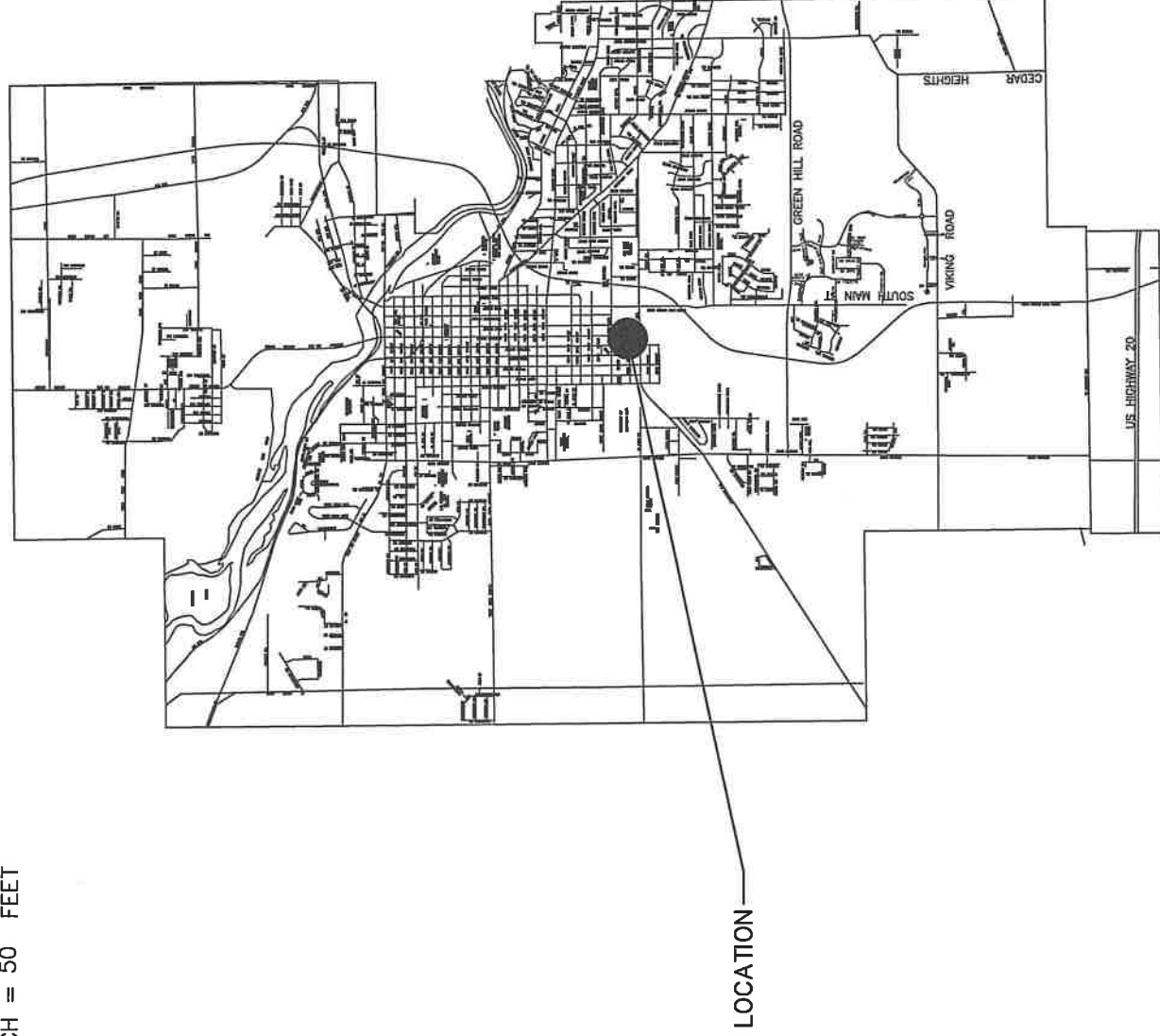
GEISLER MINOR SUBDIVISION PLAT NO. I

SHEET 2 OF 4



1 INCH = 50 FEET

Parcels "J" & "K"
Lots 7, 8 & 9, Block 17, Normal Add.
Cedar Falls, Black Hawk County, Iowa
Survey for: Jake Geisler
Proprietor: Jake Geisler



LOCATION

KEY MAP: CEDAR FALLS, IA.

GENERAL NOTES:

1. Owner: Jake Geisler
5373 S. Hudson Road
Cedar Falls, Iowa 50613
2. Engineer/Surveyor: Wayne Claassen Engineering and Surveying, Inc.
2705 University Ave. (P.O. Box 898)
Waterloo, Iowa 50704
Phone: 319.235.6294
3. Current zoning is R-2 Residential District. Front setback is 25.
Side setback is 10% lot width. Rear setback is 30.

LEGEND:

⊕	DENOTES METAL LIGHT POLE
☐	DENOTES TELEPHONE BOX
⊞	DENOTES ELECTRIC BOX
⊙	DENOTES SANITARY SEWER MANHOLE
⊕⊞	DENOTES STORM CATCH BASIN
⊕⊙	DENOTES STORM MANHOLE
⊕⊞⊙	DENOTES FIRE HYDRANT
⊕⊞⊙⊞	DENOTES WATER VALVE
—SAN—	DENOTES EXISTING SANITARY SEWER
—GAS—	DENOTES EXISTING GAS MAIN
—UE—	DENOTES UNDERGROUND ELECTRIC
—FIB—	DENOTES EXISTING FIBER OPTIC CABLE
—OHE—	DENOTES OVERHEAD WIRES
—STM—	DENOTES EXISTING STORM SEWER
—WAT—	DENOTES EXISTING WATER MAIN

CES FILE NO.

ML

Item 20.

GEISLER MINOR SUBDIVISION PLAT NO. 1

SHEET 3 OF 4

Parcels "J" & "K"

Lots 7, 8 & 9, Block 17, Normal Add.
 Cedar Falls, Black Hawk County, Iowa

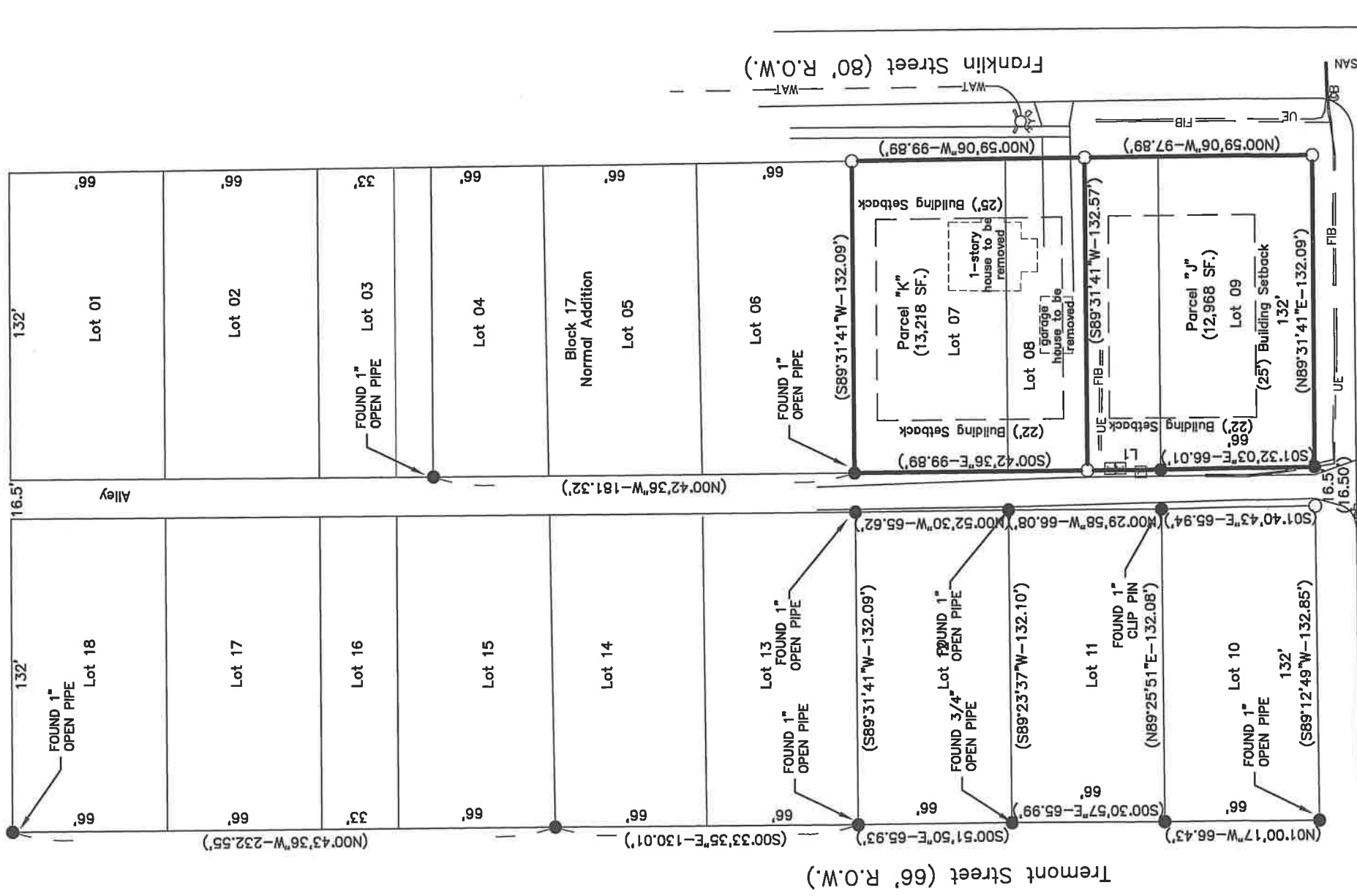
Survey for: Jake Geisler
 Proprietor: Jake Geisler

SURVEY LEGEND:

- DENOTES FOUND 1/2" REBAR (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- 000.00 DENOTES RECORD DIMENSION (000.00) DENOTES FIELD DIMENSION



LINE	DISTANCE	BEARING
1	(31.89')	(S00°42'36"E)



GEISLER MINOR SUBDIVISION PLAT NO. 1

SHEET 4 OF 4



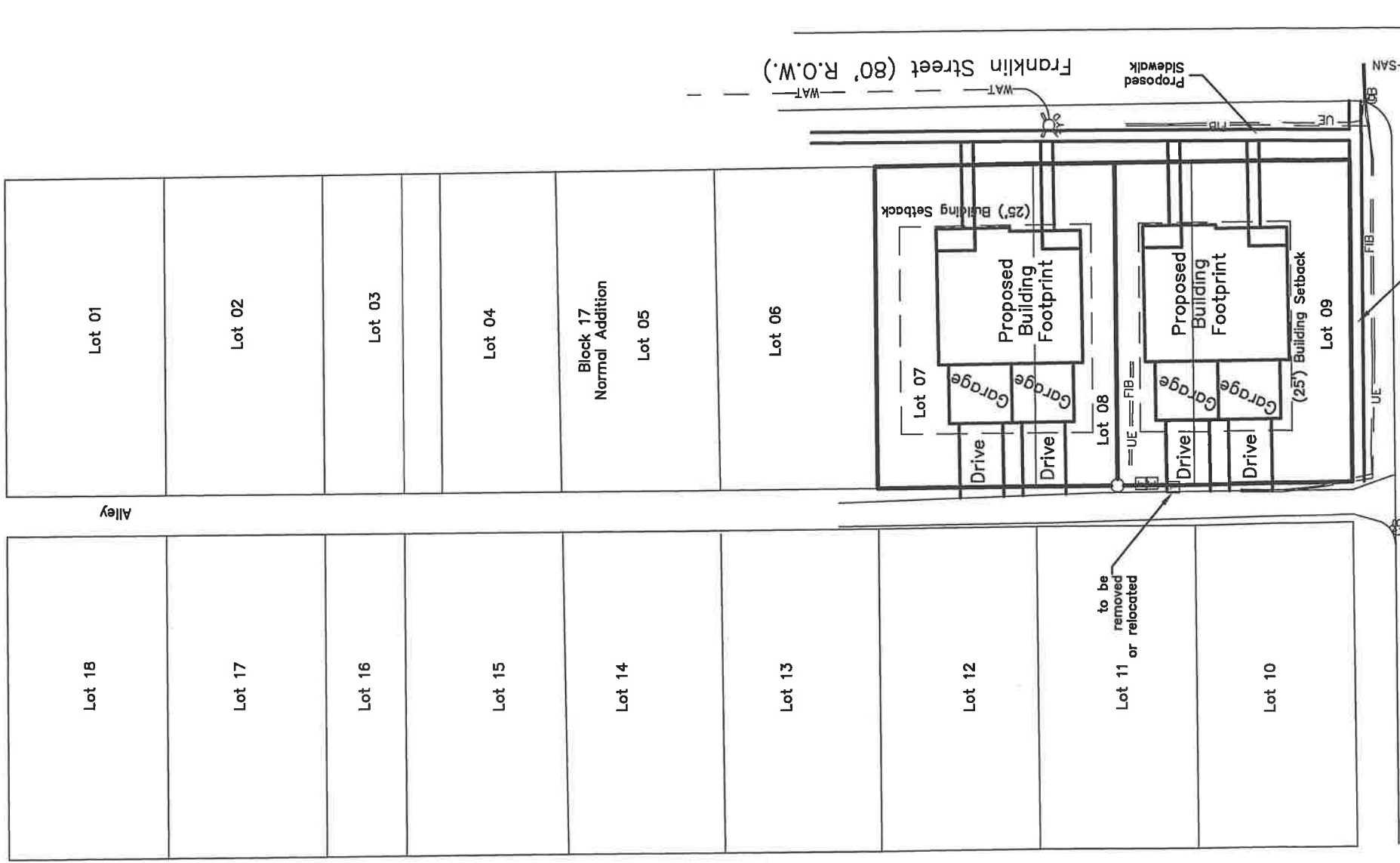
1 INCH = 60 FEET

Parcels "J" & "K"
 Lots 7, 8 & 9, Block 17, Normal Add.
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Jake Geisler
 Proprietor: Jake Geisler

SURVEY LEGEND:

- DENOTES FOUND 1/2" REBAR (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- 0000.00 DENOTES RECORD DIMENSION (0000.00)
- 0000.00 DENOTES FIELD DIMENSION

Seerley Blvd. (99' R.O.W.)



Tremont Street (66' R.O.W.)

Franklin Street (80' R.O.W.)

W. 26th Street (66' R.O.W.)

CERTIFICATE OF SURVEY

I, David L. Scheil, Licensed Land Surveyor, do hereby certify that I have made a survey of what is to be known as GEISLER MINOR PLAT No. 1, Cedar Falls, Black Hawk County, Iowa, which is located on and embraces the following described premises, to-wit:

LEGAL DESCRIPTION
Geisler Minor Plat No. 1

That part of Lot Nine (09) and Lot Eight (08), Block Seventeen (17), Normal Addition, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:
Beginning at the Southeast corner of aforesaid Lot Nine (09); hence N00°59'06"W Ninety-seven and Eighty-nine Hundredths (97.89) feet along the East line of said Lot Nine (09), and along the East line of aforesaid Lot Eight (08); thence S89°31'41"W One Hundred Thirty-two and Fifty-seven Hundredths (132.57) feet to the West line of said Lot Nine (09); thence S00°42'36"E Thirty-one and Eighty-nine Hundredths (31.89) feet along said West line to the Northwest corner of aforesaid Lot Nine (09); thence S01°32'03"E Sixty-six and One Hundredth (66.01) feet along the West line of said Lot Nine (09) to the Southwest corner of said Lot Nine (09); thence N89°31'41"E One Hundred Thirty-two and Nine Hundredths (132.09) feet along the South line of said Lot Nine (09) to the point of beginning containing 12,968 square feet.

AND

That part of Lot Seven (07) and Lot Eight (08), Block Seventeen (17), Normal Addition, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:
Commencing at the Southeast corner of Lot Nine (09), aforesaid Block Seventeen (17); thence N00°59'06"W Ninety-seven and Eighty-nine Hundredths (97.89) feet along the East line of said Lot Nine (09), and along the East line of aforesaid Lot Eight (08) to the point of beginning; thence N00°59'06"W Ninety-nine and Eighty-nine Hundredths (99.89) feet along said East line of Lot Eight (08) and along the East line of aforesaid Lot Seven (07) to the Northeast corner of said Lot Seven (07); thence S89°31'41"W One Hundred Thirty-two and Nine Hundredths (132.09) feet to along the North line of said Lot Seven (07) to the Northwest corner of said Lot Seven (07); thence S00°42'36"E Ninety-nine and Eighty-nine Hundredths (99.89) feet along the West line of said Lot Seven (07) and along the West line of aforesaid Lot Eight (08); thence N89°31'41"E One Hundred Thirty-two and Fifty-seven Hundredths (132.57) feet to the point of beginning containing 113,218 square feet.

I further certify that the accompanying plat is a true representation of such survey and is made in accordance with my field notes thereof; that the location of streets, avenues and lots and their representative names, numbers, widths, courses and dimensions are to be as shown on the accompanying plat; that said survey and plat contain and show any excesses and/or deficiencies from former surveys, and that iron stakes are set at all lot corners by one year from this date.

WITNESS my hand and seal at Waterloo, Iowa, this 17 day of JUNE, 2024.




David L. Scheil
L.S. No. 16775
State of Iowa

Deed of Dedication

KNOWN ALL MEN BY THESE PRESENTS:

That Jake Geisler, being desirous of setting and platting into lots the land described in the attached Certificate of Survey by Claassen Engineering, a licensed Land Surveyor, do by these presents designate the aforesaid premises as a subdivision of the City of Cedar Falls, Iowa, described as follows:

Parcel "J"

That part of Lot Nine (09) and Lot Eight (08), Block Seventeen (17), Normal Addition, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southeast corner of aforesaid Lot Nine (09);
 thence $N00^{\circ}59'06''W$ Ninety-seven and Eighty-nine Hundredths (97.89) feet along the East line of said Lot Nine (09), and along the East line of aforesaid Lot Eight (08); thence $S89^{\circ}31'41''W$ One Hundred Thirty-two and Fifty-seven Hundredths (132.57) feet to the West line of said Lot Nine (09);
 thence $S00^{\circ}42'36''E$ Thirty-one and Eighty-nine Hundredths (31.89) feet along said West line to the Northwest corner of aforesaid Lot Nine (09);
 thence $S01^{\circ}32'03''E$ Sixty-six and One Hundredth (66.01) feet along the West line of said Lot Nine (09) to the Southwest corner of said Lot Nine (09);
 thence $N89^{\circ}31'41''E$ One Hundred Thirty-two and Nine Hundredths (132.09) feet along the South line of said Lot Nine (09) to the point of beginning containing 12,968 square feet.

Parcel "K"

That part of Lot Seven (07) and Lot Eight (08), Block Seventeen (17), Normal Addition, in the City of Cedar Falls, Black Hawk County, Iowa, described as follows:

Commencing at the Southeast corner of Lot Nine (09), aforesaid Block Seventeen (17); thence $N00^{\circ}59'06''W$ Ninety-seven and Eighty-nine Hundredths (97.89) feet along the East line of said Lot Nine (09), and along the East line of aforesaid Lot Eight (08) to the point of beginning; thence $N00^{\circ}59'06''W$ Ninety-nine and Eighty-nine Hundredths (99.89) feet along said East line of Lot Eight (08) and along the East line of aforesaid Lot Seven (07) to the Northeast corner of said Lot Seven (07);
 thence $S89^{\circ}31'41''W$ One Hundred Thirty-two and Nine Hundredths (132.09) feet to along the North line of said Lot Seven (07) to the Northwest corner of said Lot Seven (07);
 thence $S00^{\circ}42'36''E$ Ninety-nine and Eighty-nine Hundredths (99.89) feet along the West line of said Lot Seven (07) and along the West line of aforesaid Lot Eight (08); thence $N89^{\circ}31'41''E$ One Hundred Thirty-two and Fifty-seven Hundredths (132.57) feet to the point of beginning containing 113,218 square feet.

The undersigned hereby agrees as follows:

EASEMENTS: The owner does hereby grant and convey to the City of Cedar Falls, Iowa, its successors and assigns, to any private corporation, firm or person furnishing utilities for the transmission and/or distribution of water, sanitary sewer, storm drain, drain tile, surface drainage, gas, electricity, communication service or cable television, perpetual easements for the erection, laying, building, and maintenance of said services over, across, on and/or under the property as shown on the attached map.

RESTRICTIONS: Be it also known that the undersigned does hereby covenant and agree for itself and its successors and assigns that each and all of the residential lots in said subdivision be hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents or purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or its successors in interest may hereinafter make for any of said lots such that such restrictions shall run with said land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to wit:

1. All lots in said subdivision shall be subject to R-2 zoning limitations in the City of Cedar Falls
2. No building should be erected on any lot nearer to the front line than that of the building line shown on attached plat, which is set at 25 feet.
3. No trailer, basement, shack, tent, garage, barn or other outbuilding erected in said Subdivision shall at any time be used as a residence, either temporarily or permanently.
4. Neither old nor used buildings shall be moved upon any of the lots in said Subdivision for any purpose and all buildings on any lot in said Addition shall be kept in a reasonable state of repair and upkeep.
5. The owner of each lot or tract, vacant or unimproved, shall keep the lot or lots free of weeds and debris.
6. With the exception of household pets, no animals, poultry, rabbits, or livestock of any kind shall be kept or raised, nor shall any kennels be maintained on any lot in said Subdivision.
7. No trailers, campers, boats, busses, recreational vehicles, semi-tractors, or trucks of any kind except what is commonly described as a "pick-up truck," shall be kept or parked on any lot or street in said subdivision, unless completely stored within the garage of the dwelling, and provided further that this prohibition shall not apply to such vehicles driven in said Addition in pursuit of and in conducting the usual business of the lot owner.
8. No lot or residence shall be used as a place of business, except an in-home office will be allowed, if in compliance with the Cedar Falls Zoning Ordinance. Permanent business signs of any kind shall not be allowed in the subdivision.
9. The undersigned and all persons and entities hereafter acquiring any right, title or interest in any of the lots in said subdivision shall be held to have agreed and covenanted with the owners of all other lots in this subdivision and with the respective successors and assigns of all of the rest of such other lots to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the construction and building thereon, for a period of twenty-one years from the date of record filing of said plat and this Deed of Dedication. Within the period of twenty-one years and in accordance with Iowa Code Sections 614.24 and 614.25, 2024 Code of Iowa or any successor provisions, these covenants, restrictions and stipulations may be extended for an additional period of twenty-one years upon compliance with the above Code Sections. In the event an extension of the covenants, restrictions and stipulations is not filed within the initial period of twenty-one years or successive twenty-one year periods, then the covenants,

restrictions and stipulations contained herein shall terminate at the end of the existing period of twenty-one years.

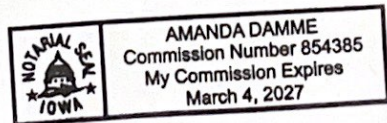
- 10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning property in said Subdivision to prosecute any proceedings at law or in equity against the persons or person violating or attempting to violate any such covenants or restrictions and for the purpose of preventing such acts or to recover damages for such violations, or both, and for costs and reasonable attorney fees as determined by the court and not the statute.
- 11. Invalidation by any of these covenants by judgment, decree or court order shall in no way affect any of the other provisions of this dedication and such other provisions shall remain in full force and effect.
- 12. All buildings erected on any lot in said subdivision shall be constructed in accordance with Building, Plumbing and Electrical Codes of the City of Cedar Falls, Iowa.
- 13. The undersigned agrees:
 - A. That handicap sidewalk ramps will be provided as required by Iowa law.
 - B. That a minimum of 4-foot-wide concrete sidewalk 4 inches thick and a concrete surface or hard surface entrance will be installed during or immediately after the construction of the residence on any particular lot and that the sidewalk will be across the full width of the lot and on corner lots also, across the full length of the lot. That any lots remaining vacant for five years after the date of formal approval of the plat, shall be improved with sidewalks as soon as the construction season permits.

Witness my hand at Cedar Falls, Iowa, this 29 day of May, 2024

(State of Iowa)
 (Black Hawk County) SS

By: Jake Geisler
 Jake Geisler

This document was acknowledged before me on the 29 day of May, 2024, by Jake Geisler



✓ Amanda Damme
 Notary in and For the State of Iowa



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 Daniel Laudick and City Council
FROM: Chris Sevy, AICP, Planner II
DATE: July 1, 2024
SUBJECT: College Hill Neighborhood Overlay Design Review for two new duplexes.

REQUEST: Request to approve College Hill Neighborhood Overlay District design review application for two new duplexes at 2511 Franklin Street (#DR24-005)

PETITIONER: Jake Geisler, Owner

LOCATION: 2511 Franklin Street and adjacent vacant lot

PROPOSAL

It is proposed to demolish the existing dwelling and accompanying garage in order to construct two new two-family dwellings, one on the property at 2511 Franklin Street and one on the adjacent vacant lot. A minor plat to make both lots equal in size is being considered separately. If the minor plat is approved, this proposal to build two duplexes of equal size will be possible.

BACKGROUND

The subject properties, highlighted in the image on the right, are located within the R-2 Residence Zoning District (Section 26-165) and the College Hill Neighborhood Overlay Zoning District (Section 26-181). The College Hill Neighborhood Overlay District was established to stabilize and preserve the neighborhood character. Due to the mix of uses and changes that have occurred over time, design review by the Planning and Zoning Commission and City Council is required when substantial changes are made to existing structures and when new structures are proposed to ensure that neighborhood character is preserved.



ANALYSIS

The criterion listed in the Overlay requires that the following be considered in this design review: architectural compatibility; neighborhood character; building materials; façade details; parking; open space/landscaping requirements; and other provisions as applicable in the code.

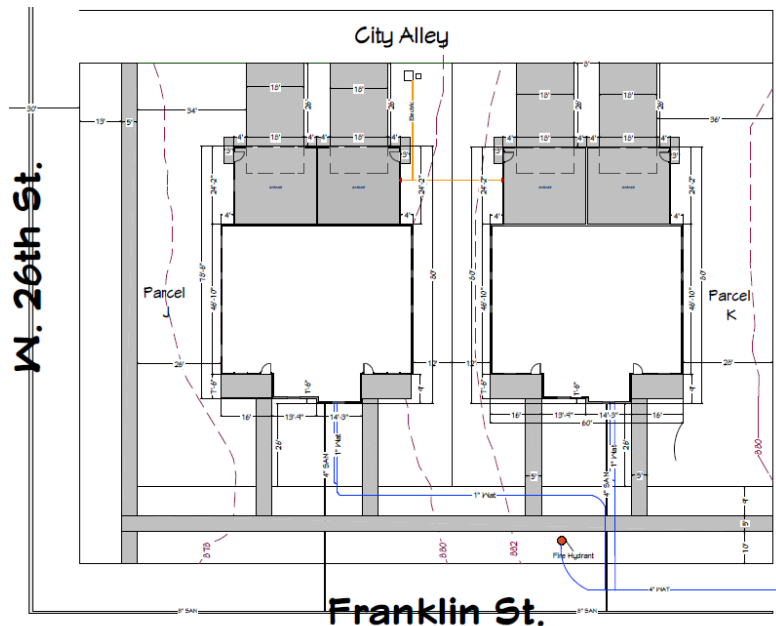
The property at 2511 Franklin Street currently contains a 4-bedroom single-unit dwelling and detached one-stall garage built in 1950. The applicant intends to tear down the existing house and garage and build two duplexes, one on each lot. Both proposed duplexes have 3034 sq ft of living space (1517 sq ft per unit). Each unit consists of 3 bedrooms and 2 bathrooms and an attached 2-stall garage that is accessed from the alley. Each unit will have a 16' x 6' covered front porch that provide front pedestrian access to each unit. In addition to the buildings there will be a new public sidewalk constructed along the frontage, which will connect at the corner of 26th and Franklin, where city sidewalk is currently absent. New landscaping is also being proposed with 12 new overstory trees and 9 shrubs which will be added to increase curb appeal and meet the College Hill Neighborhood landscaping and street tree standards. As per code, the following analysis has been done to review the proposal.

Lot width/area:

In the R-2 residential zoning district, a two-family dwelling is permitted on any lot that is at least 70 feet wide with a lot area of at least 8,000 square feet. If the associated minor plat is approved, the project area will consist of two lots that are each approximately 97 feet wide and 13,000 square feet. The lot widths and lot areas of both lots satisfy the minimum R-2 zoning district requirements for two-family dwellings.

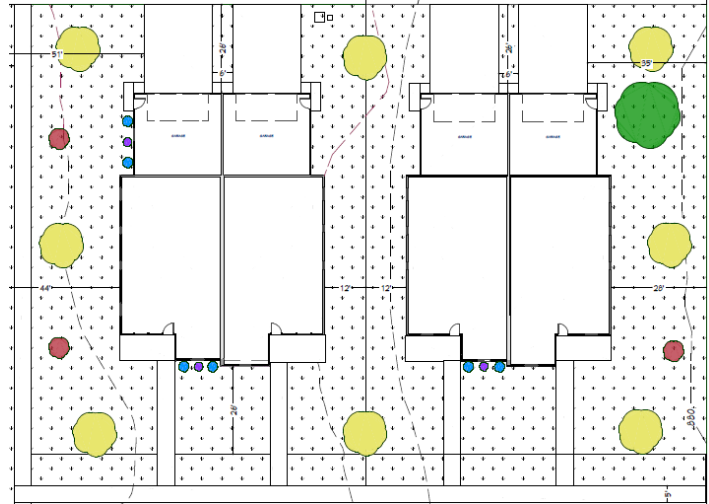
On-site parking:

As per code, the minimum on-site parking required for a two-unit dwelling is two stalls per dwelling unit plus one additional stall for each bedroom over two bedrooms. It is proposed that each unit will contain three bedrooms, which requires a minimum of three parking spaces. For each unit the applicant is proposing a two-car garage and a driveway off the alley, which provides room for two cars parked tandem behind each garage. For duplexes the tandem spaces may count toward the required parking, so altogether each unit will have 4 parking spaces. This parking arrangement satisfies the ordinance requirement. Each driveway will be 18 feet wide and paved with concrete.



Landscaping:

As per code, all newly constructed single-unit dwellings, two-unit dwellings, or multiple dwellings in residential districts shall provide on-site landscaping within the required yard areas of the property at the rate of 0.04 points per square foot of the total lot area of the site under consideration for the proposed residential development. Staff encouraged the owner to preserve the mature trees on the site and the right-of-way trees in the parkway to the extent possible.



Above is the proposed landscaping plan that shows the location of proposed plantings. As per direction from the Planning and Zoning Commission, a mature tree on the northwest (in this case, top-right corner of the graphic) is planned to be saved which counts toward meeting the required plantings. The project area is approximately 26,136 square feet which requires 1045.44 landscaping points ($26,136 * 0.04$). The proposed landscaping points are 1050 points, achieved with twelve proposed overstory trees and 3 shrubs adorning each street-facing façade (9 total).

All existing healthy street trees will remain and be preserved as part of this project.

Building Design:

- **Building Entrances:**
In the College Hill Overlay, the primary front entrances of all residential buildings must face toward the public street. As per the proposal, the main building entries are accessed from front porches oriented toward and visible from Franklin Street. The building design is configured in a way that the garages are accessed from the rear alley, allowing the residential character to predominate on the street-facing facades. This is similar to other designs generally found in the neighborhood.
- **Building Scale:**
Other houses around the proposed site include a mix of one-story homes and two-story homes. The proposed two-unit dwellings will be one-story high and have front façades approximately 60 feet wide (each unit 30-feet wide). The façade is articulated with a front porch for each unit and two front-facing gables, which help to reduce the scale of the building visually. Staff finds that the proposed variation will align with the character of buildings in immediate surroundings.
- **Building Materials:**
The proposed design shows the building layered with a stone veneer on the lower level of the façade facing Franklin Street which are contrasted by vinyl lap siding topped with shakes within the gables. All other façades of the building will be vinyl lap siding with some shakes under select roof lines. Vinyl siding is a common material on other homes in the neighborhood, along with brick and wood siding. Staff finds that the building materials and the variation of materials on the façade will fit in well with the neighborhood.



- Architectural compatibility with surrounding buildings:
The majority of houses in the neighborhood represent ranch and bungalow-style architecture (See example to the right) with a mix of attached and detached garages. The garages on nearby properties are either in the line with the main house façade or are detached and tucked behind the front of the house on long narrow driveways or accessed from the alley. More example pictures were provided by the applicant and are included in accompanying materials.



Similar to the example above, the applicant is proposing front porches to define the front entries. Porches provide protection from inclement weather and usable outdoor space for the residents. Accessing the garages from the rear alley allows the street-facing façade to reflect the residential human-scaled nature of the neighborhood with windows and doorways and other architectural elements. Given the variation in architectural styles and designs in the neighborhood, staff finds the proposed design will be complementary to the residential character of the neighborhood.

- Neighborhood Character:
The College Hill neighborhood area is one of the City's oldest and most densely populated neighborhoods and being near the University of Northern Iowa, the preservation of neighborhood character (including uniformity of building size, scale, bulk, varying appearances, etc.) are of primary concern regardless of the nature of the proposed building use. The proposed two-unit dwelling is similar in terms of size and scale comparison to other dwelling units in the immediate neighborhood. Staff finds that the proposal meets the standards of the Overlay and the Code overall.

TECHNICAL COMMENTS

Notification of this case was sent to adjacent property owners within 200 feet on June 5th, 2024. Water, electric, gas, and communications utility services are available to 2511 Franklin in

accordance with the service policies of CFU. Electric, gas, and communications utility services are available to lot at the corner of W 26th Street and Franklin Street in accordance with the service policies of CFU. The developer will need to install a water service from the water main that dead ends at the hydrant in front of 2511 Franklin St to the corner lot.

Staff notes that, once platted, the applicant will have to apply for a demolition permit and building permits to execute the proposal.

STAFF RECOMMENDATION

Planning and Zoning Commission reviewed the proposed site plan and design review application (DR24-005) for building two new duplexes at 2511 Franklin Street and on the adjacent vacant lot and recommends approval subject to the following conditions:

1. Approval of the Geisler Minor Plat No. 1 (MP24-003) considered under separate report.
2. The mature tree on the northwest corner of the project area will be preserved.
3. Conformance with all City staff recommendations and technical requirements.

PLANNING & ZONING COMMISSION

Discussion 6/12/2024 The Commission then considered a request regarding a College Hill Neighborhood Overlay District design review for 2511 Franklin Street. Chair Hartley introduced the item and Mr. Sevy provided background information. He explained that this is regarding the design of the proposed duplexes discussed in the previous item. He explained that each unit will be 1,500 sq. ft. with three bedrooms, two baths, a two-stall garage and covered front porch. He discussed the landscape plan and building design, noting that they are oriented with the main entrances facing the street with the garages accessed from the rear alley, which is consistent with other homes in the area.

Staff recommends approval subject to any comments or direction from the Commission and conformance to staff recommendations.

Mr. Hartley asked for clarification on the landscaping and tree requirements. Jake Geisler spoke to explain the number and placement of the trees.

Hillery Oberly asked about the trees on the northwest corner of the site and asked that they save as many as they can.

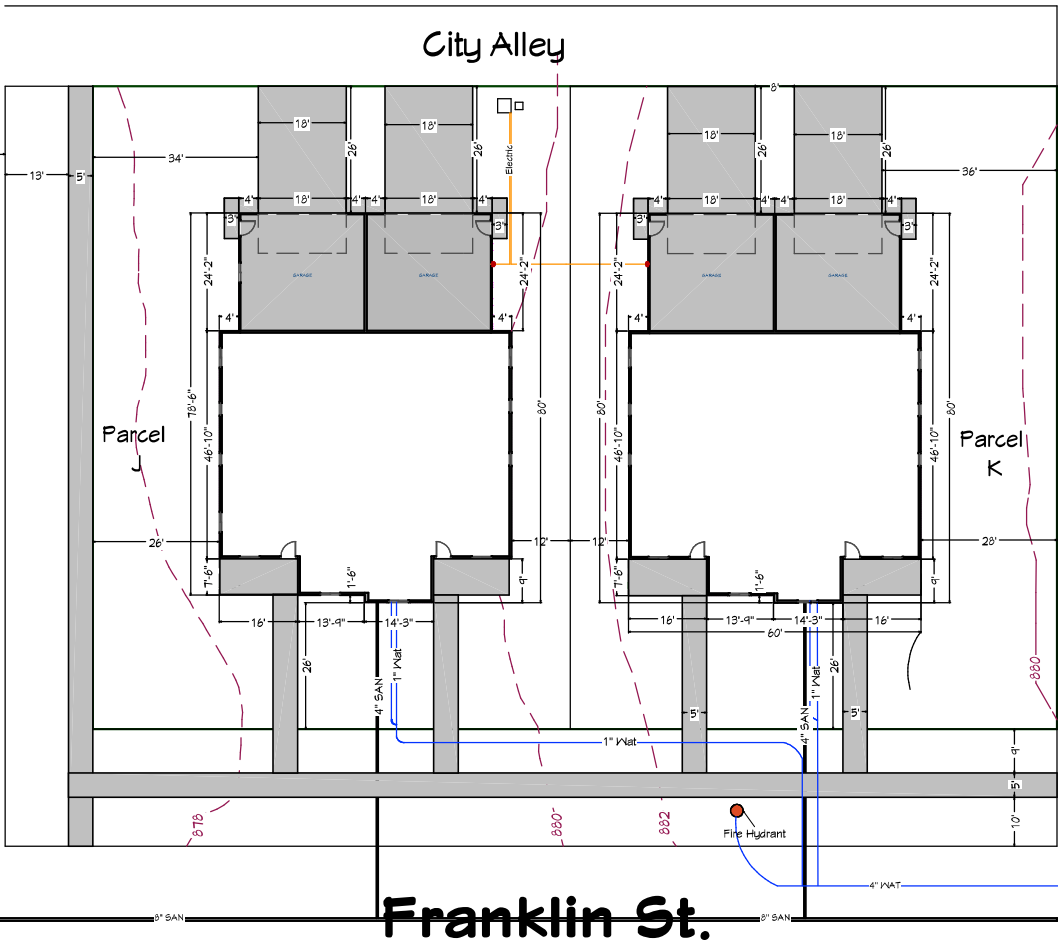
Jake Geisler noted that all the street trees along Franklin will be preserved and stated that not all of the trees on the private lots can be saved but he will try to save the tree in the northwest corner and see if any others can be preserved as well. Staff clarified that any trees that are preserved on the site can count toward the tree requirement.

Leeper made a motion to approve the item, subject to the owner trying to preserve as many trees as possible. Hartley seconded the motion. The motion was approved unanimously with 6 ayes (Hartley, Johnson, Leeper, Moser, Sorensen and Stalnaker), and 0 nays.

Attachments:
Location Map

Proposed Site Plan
Building Elevations
Surrounding Neighborhood Examples
Letter of Intent
Landscaping Plan

W. 26th St.



Site Plan

Franklin St. Duplexes

Site Address
2511 Franklin St.
Cedar Falls IA, 50613

Owner
Jake Geisler
5373 S. Hudson Rd
Cedar Falls, IA 50613

Zoning: R-2

Proposed Land Use: Residential Duplexes

Building Height
Grade to Peak: 19.5 ft
Grade to Top Sill: 9.5 ft

Setback Requirements
-Front: 25 ft
-Side: 10% of width
-Rear: 30 ft (Exception of 22 ft per Cedar Falls city code Sec. 26-88)

Total Dwelling Units: 4

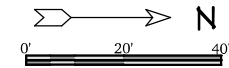
Lot Area Utilization
Parcel K: 13200 SF
- Building Footprint: 4482 SF (34%)
- Pavement and Sidewalks: 1404 SF (10.6%)
- Total Impervious Surface: 5886 SF (45%)
- Vegetative Surfaces: 7314 SF (55.4%)

Parcel J: 12936 SF
- Building Footprint: 4482 SF (34.6%)
- Pavement and Sidewalks: 1404 SF (10.9%)
- Total Impervious Surface: 5886 SF (46%)
- Vegetative Surfaces: 7050 SF (54.5%)

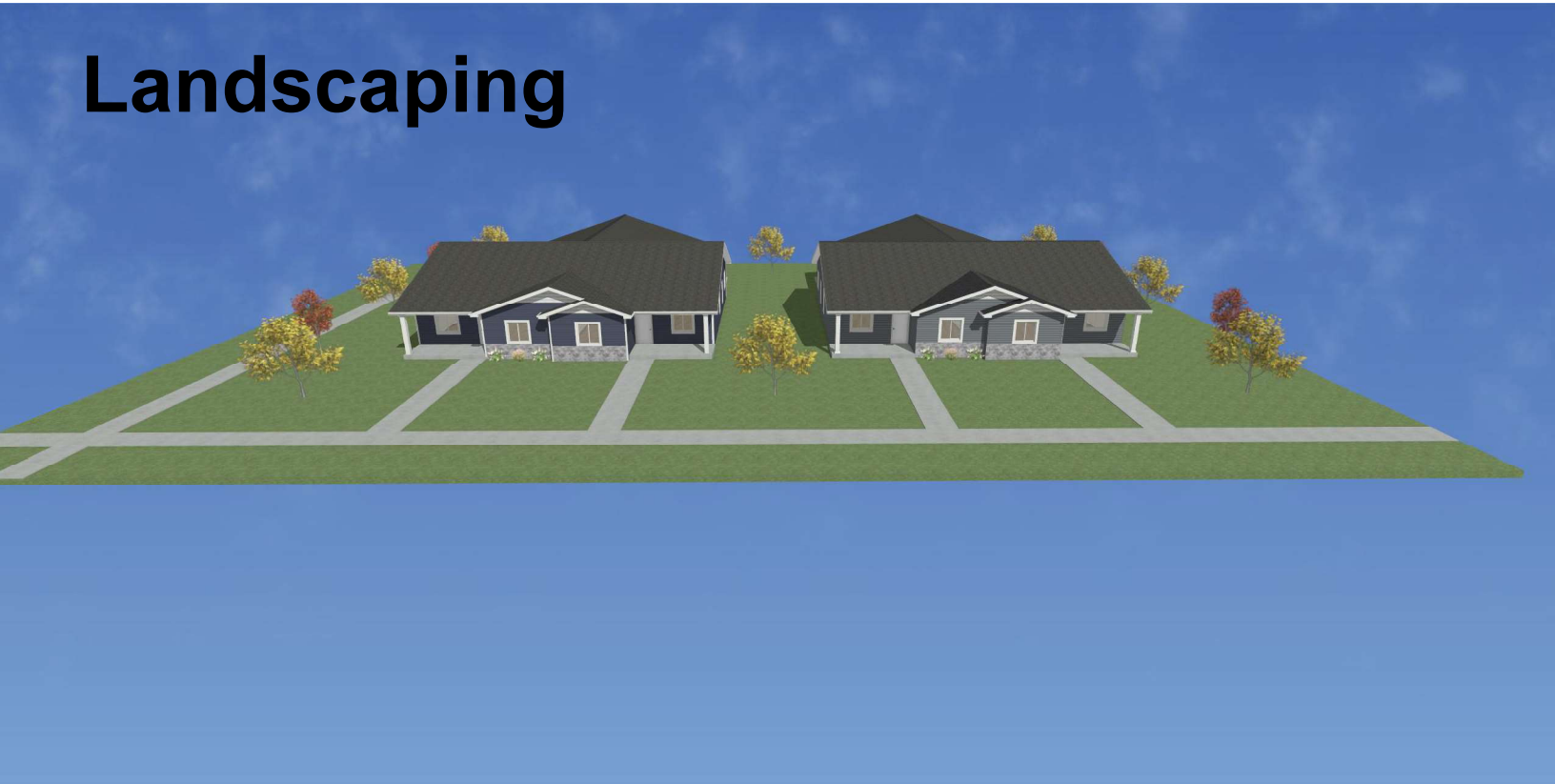
Current Easements: City of Cedar Falls Easements

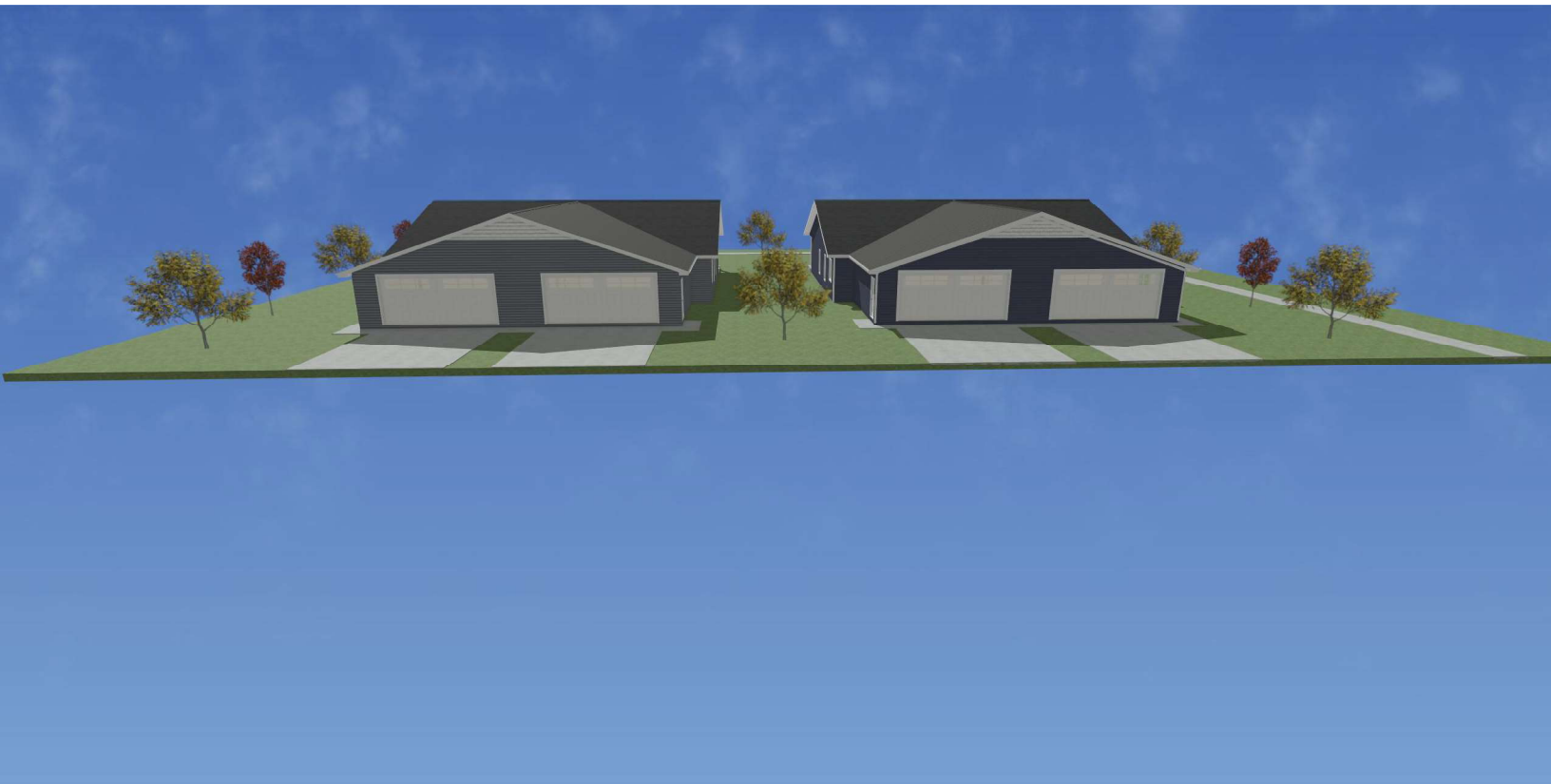
Parking
- Required Parking: 12 Spaces
- Provided Spaces: 16 Spaces

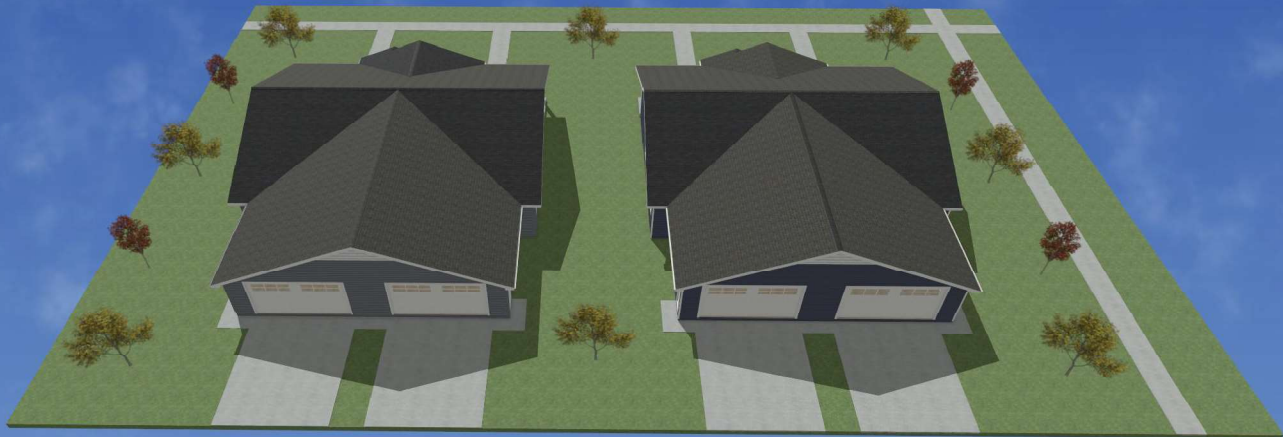
Concrete Surfaces



Landscaping



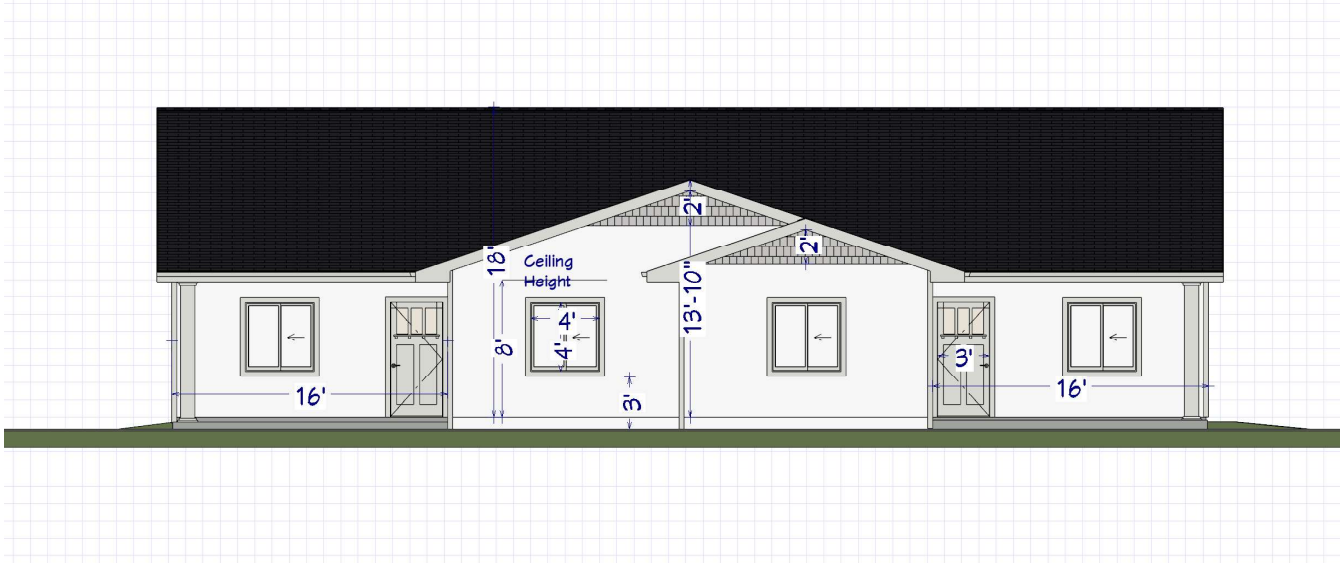




Franklin Street Facade

- 1. JELD-WEN Better Series 48" x 48" Vinyl Siding Window
- 2. 5" x 5" white Vinyl Square Column Porch Post
- 3. MasterCraft 36" x 80" white 6 panel door
- 4. 3" x 3" white PVC 1inboards for corner boards adjacent to stone
- 5. Certainteed Outside Colonial White Woodgrain Corner Post, 3" x 3", Vinyl
- 6. Certainteed Monogram 46 Midnight Blue Vinyl Siding
- 7. Certainteed Cedar Impressions Double 7" rough split shakes Colonial White
- 8. Owens Corning TruDefinition Duration Williamsburg Gray shingles
- 9. Cast Natural Stone Veneer Utah Canyon Stack

Window Coverage: 12.2%

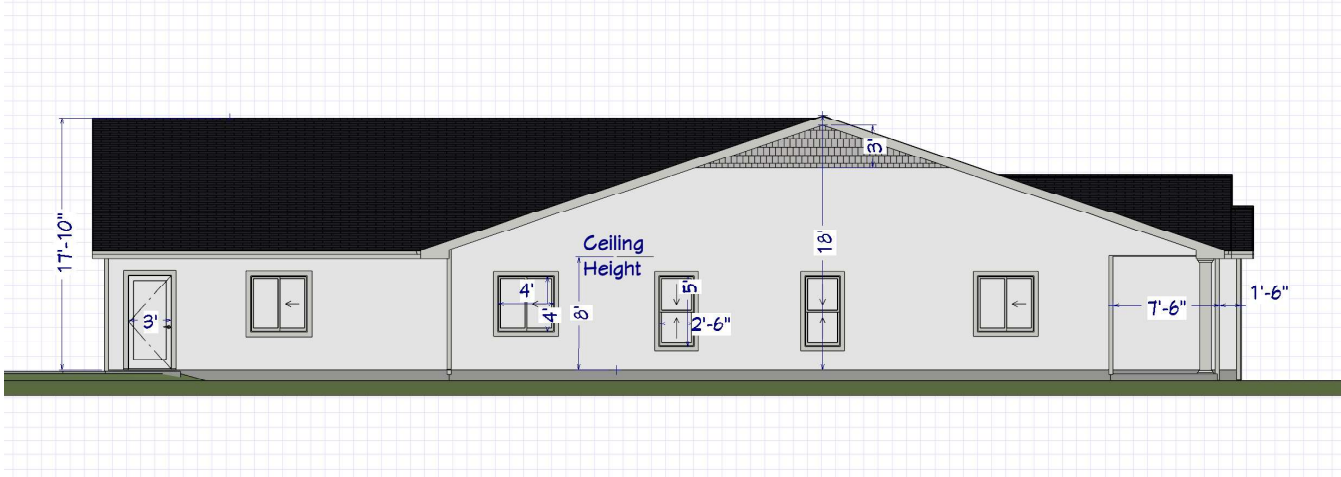


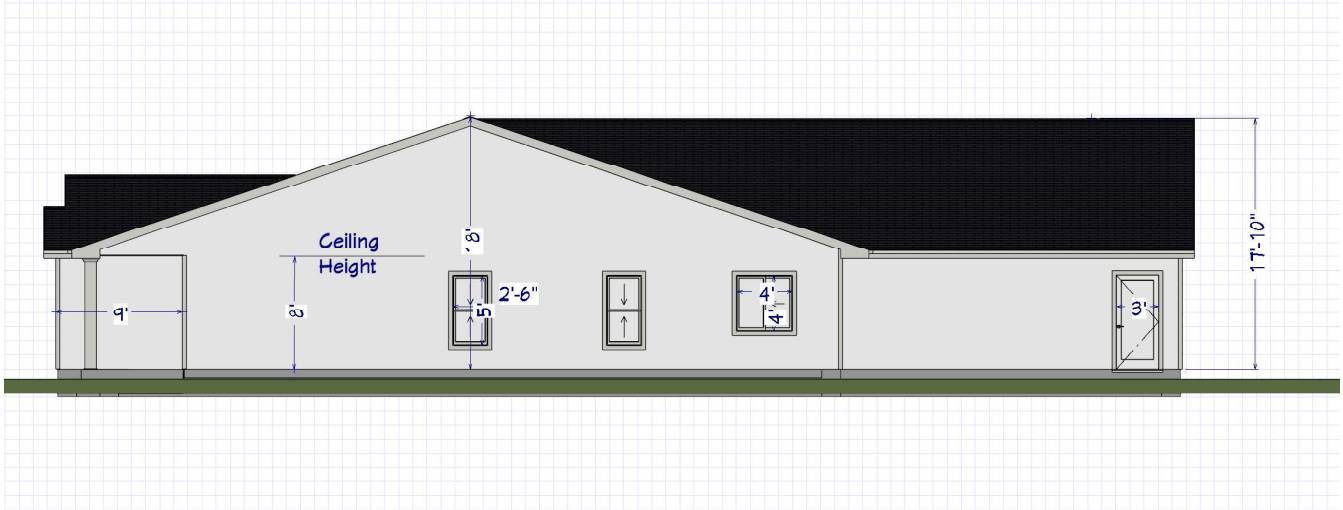
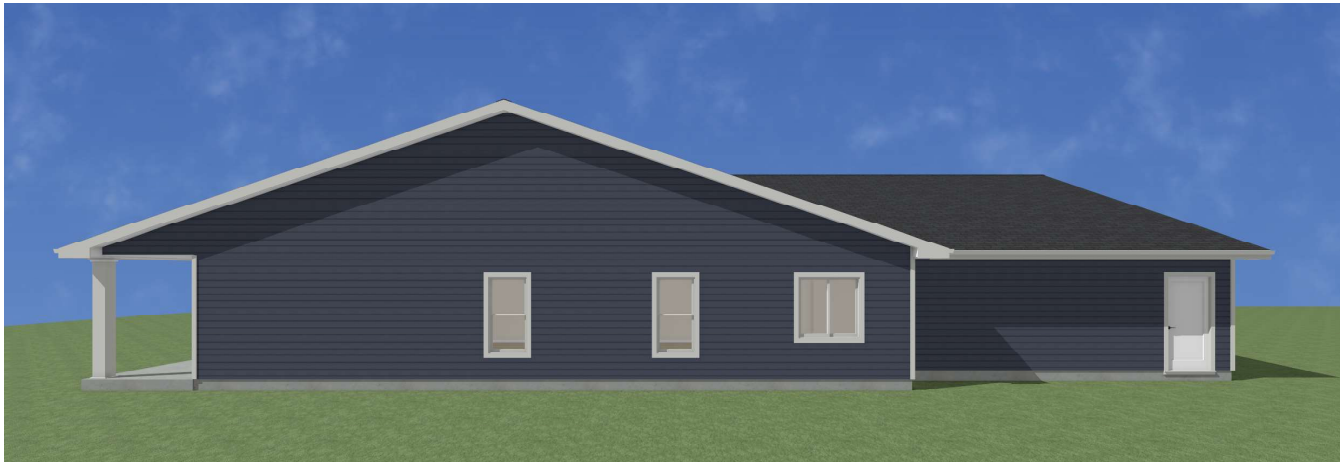
26th Street Facade



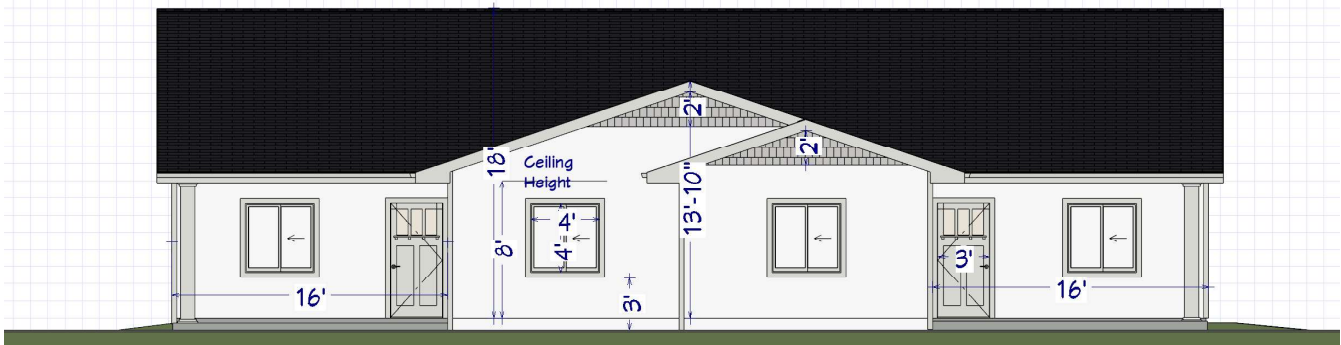
- 1. JELD-WEN Better Series 48" x 48" Vinyl Siding Window
- 2. JELD-WEN Better Series 30" x 60" Vinyl Single Hung Window
- 3. MasterCraft 36" x 80" white 6 panel door
- 4. Owens Corning TruDefinition Duration Williamsburg Gray shingles
- 5. Certainteed Outside Colonial White Woodgrain Corner Post, 3" x 3", Vinyl
- 6. Certainteed Monogram 46 Midnight Blue Vinyl Siding
- 7. Certainteed Cedar Impressions Double 7" rough spill shakes Colonial White

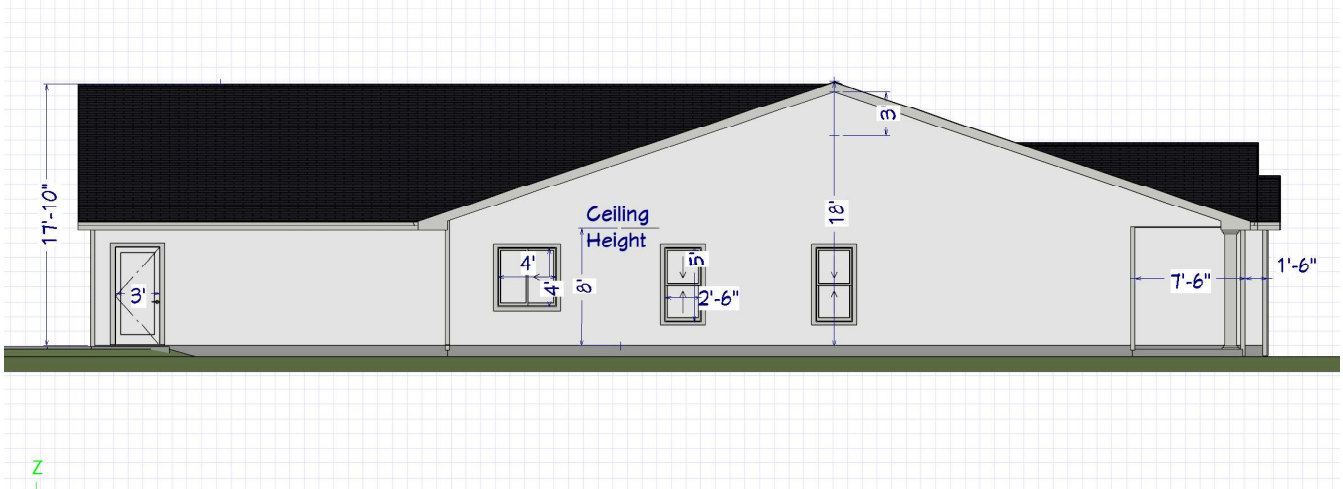
Window Coverage: 8.5%

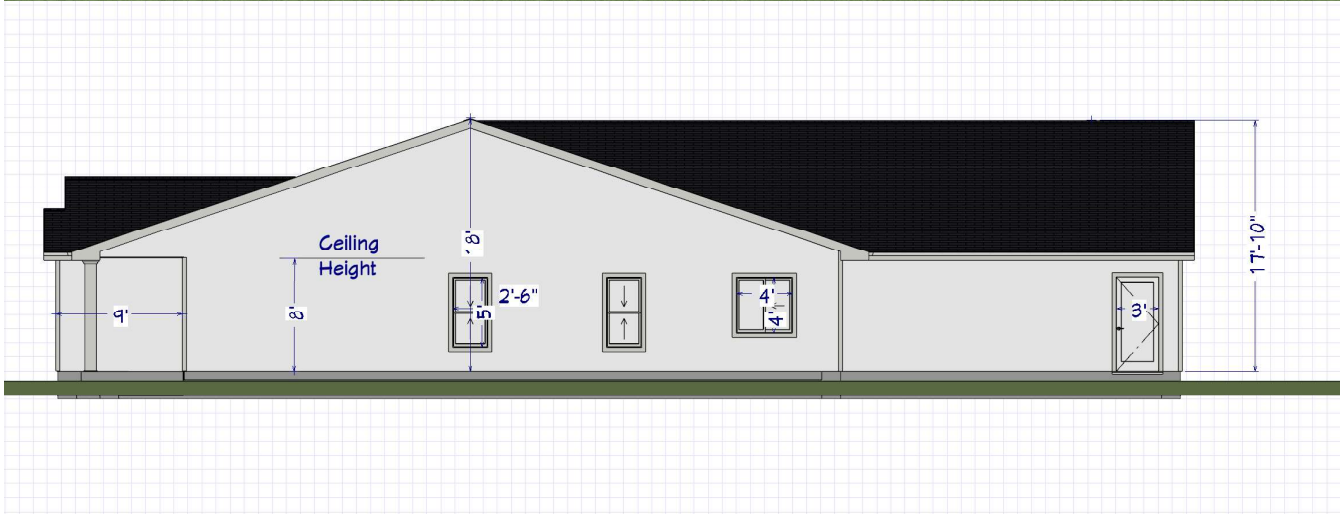




Franklin Street Facade

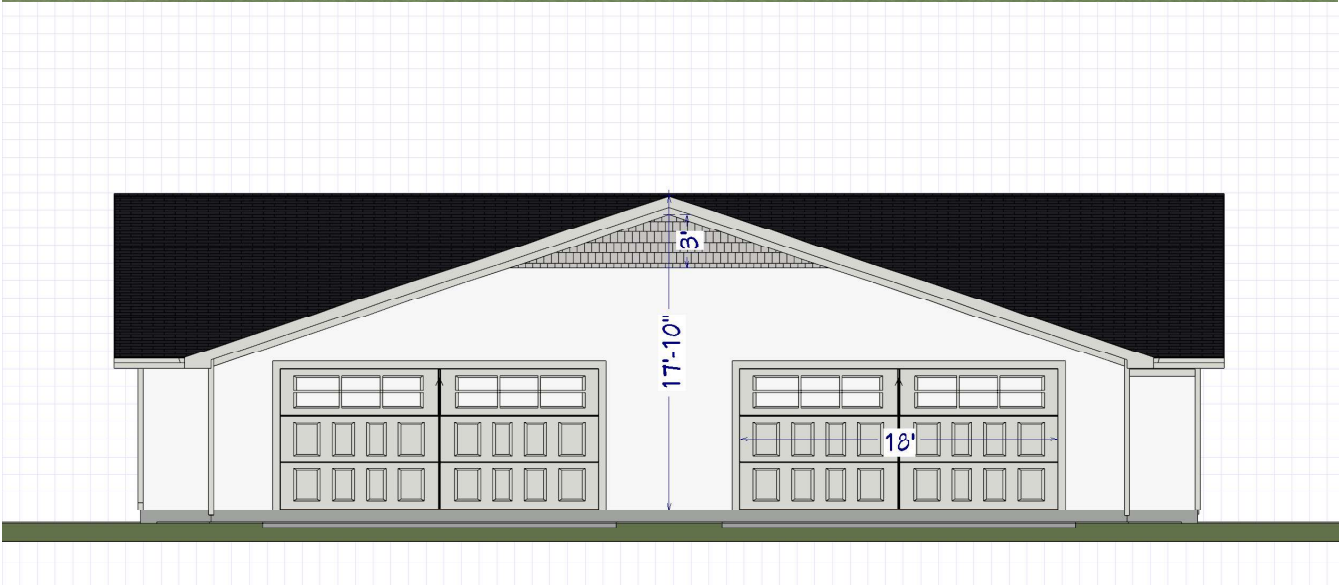
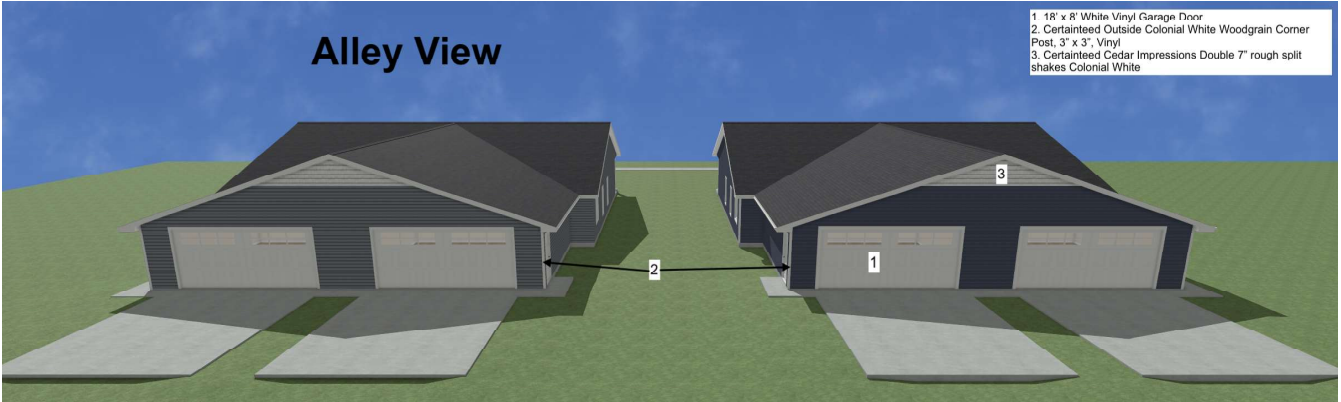






Alley View

- 1. 18' x 8' White Vinyl Garage Door
- 2. Certainteed Outside Colonial White Woodgrain Corner Post, 3" x 3", Vinyl
- 3. Certainteed Cedar Impressions Double 7" rough split shakes Colonial White

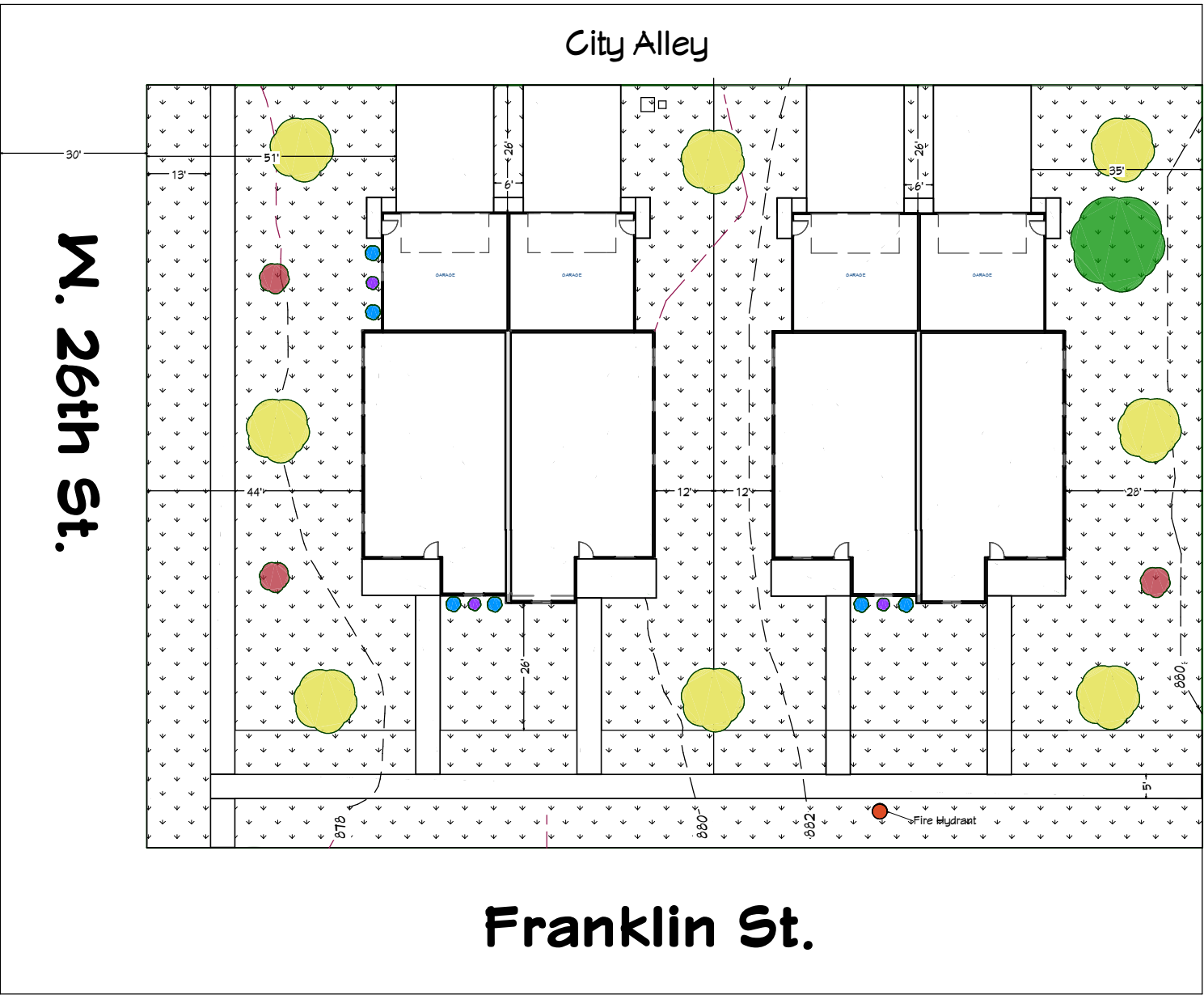


Character of the Neighborhood

All neighboring properties have some type of horizontal siding. A couple of the houses have a stone or brick element incorporated into the design. The roof pitches as vary throughout the neighborhood with multiple low pitch roofs as well as a couple steep. There is also a mixture of ranch and two-story homes. None of the houses have frieze boards or corner boards.



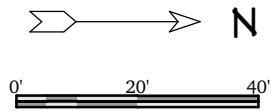
Landscaping Plan



Description	Size	Quantity	Points	Total
New Imperial Honey Locust	2"	8	80	640
New Autumn Blaze Maple	2"	3	80	240
Existing Shagbark Hickory	4"	1	100	100
New Hydrangea	#5	6	10	60
New Spirea	#5	3	10	30
Required Points: 1045.44 (26,136 SF x .04 points/SF)			Total Points:	1070

Plant Maturity

- Imperial Honeylocust**
-35 ft height
-30 ft spread
- Autumn Blaze Maple**
-40 ft height
-30 ft spread
- Shagbark Hickory**
-80 ft height
-50 ft spread
- Hydrangeas**
-4' x 4'
- Spirea**
-3' x 3'



Open Space Calculation
- 14,264 SF


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Matthew Tolan, EI, Civil Engineer II
DATE: July 1st, 2024
SUBJECT: Fiber Optic License Agreement
 Aureon Network Services
 W. 27th Street

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend and upgrade services owned by Aureon Network Services across W. 27th Street along the corridor.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer
 Chase Schrage, Director of Public Works
 Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S, West Des Moines, IA 50266, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at a proposed handhole located in the in the north right-of-way of West 27th Street at a point being seventy-one and a half (71.5') feet northerly of the West 27th Street centerline at station 54+22 at the approximate latitude of 42.513353 degrees North and longitude of 92.478559 degrees West and then continuing easterly one thousand and nineteen (1,019') feet in the north right-of-way of West 27th to a proposed handhole at station 64+40 & sixty-eight (68') feet left of West 27th Street centerline and then continuing easterly two hundred and eighty six (286') feet to a proposed bore pit at station 67+26 & fifty-eight (58') feet left of West 27th Street centerline and then continuing easterly five hundred and fifty nine (559') feet to an existing Aureon handhole at station 72+85 & thirty-eight and a half (38.5') feet left of West 27th Street centerline in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of

the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately one thousand eight hundred and sixty four (1,864') linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 2nd day of July, 2024, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$374.71 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$37.47 payable by Licensee to the City, for one (1) year period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and

management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing

of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements, the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such

approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and

sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit "B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

- (1) Declare this Agreement terminated; or
- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
If to Licensee:	Aureon Network Services

Attn: Matthew Weiser
7760 Office Plaza Dr. S
West Des Moines, Iowa 50266

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of 1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

In witness whereof, this Agreement is entered into effective as the 19 day of June, 2024.

AUREON NETWORK SERVICES

CITY OF CEDAR FALLS, IOWA

By Matthew Weiser

By _____
Daniel Laudick, Mayor

LICENSEE

ATTEST:

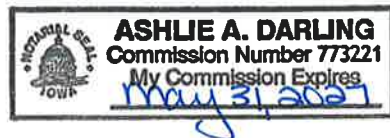
Kim Kerr, CMC, City Clerk

STATE OF Iowa)
)
COUNTY OF Polk)

This instrument was acknowledged before me on June 19, 2024,
by Matthew Weiser, the Outside Plant Engineer of _____
Aureon Network Services

Ashlie A. Darling
Notary Public in and for said State

My Commission Expires:
May 31, 2027



STATE OF IOWA)
)
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2024,
by Daniel Laudick, as Mayor, and Kim Kerr, CMC, as City Clerk, of the City of Cedar
Falls, Iowa, an Iowa municipality.

Notary Public in and for said State

My Commission Expires:

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR AUREON FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 96 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, and forty-two (42") inch "plan depths" in grassed areas.

In general terms, within the north right-of-way of W 27TH Street and more particularly described as follows:

1. The facility shall begin at a proposed handhole located in the north right-of-way of W 27th Street at a point being seventy-one and a half (71.5') feet northerly of the W 27th Street centerline at station 54+22 also being station 1+00 of the facility alignment as shown on sheet "3 of 8", Project No. 2404.265, Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence easterly thirty-three (33') feet in the north right-of-way of W 27th Street to station 54+54 & seventy-one (71') feet Lt of W 27th Street centerline and underpass the existing storm sewer structure by twenty-four (24") inch minimum as shown on sheet "3 of 8" of said exhibit B.
3. Thence easterly five (5') feet to the west edge of Tiger Parkway @ 60" min. depth to station 54+59 & seventy-one (71') feet Lt of W 27th Street centerline as shown on sheet "3 of 8" of said Exhibit B.
4. Thence easterly four hundred and seventy-one (471') feet in the north right-of-way of W 27th Street to station 59+29 & sixty-nine and a half (69.5') feet Lt of W 27th Street centerline and underpass the existing north-south water main by twenty-four (24") inch minimum as shown on sheet "4 of 8" of said Exhibit B.
5. Thence easterly four hundred and ninety-four (494') feet to an existing drive @ 48" min. depth to station 64+22 & sixty-eight (68') feet Lt of W 27th Street centerline as shown on sheet "5 of 8" of said Exhibit B.
6. Thence easterly eighteen (18') feet in the north right -of-way of W 27th Street to a proposed handhole at station 64+40 & sixty-eight (68') feet Lt of W 27th Street centerline as shown on sheet "5 of 8" of said Exhibit B.
7. Thence easterly from said handhole one hundred and eighty-four (184') to an existing drive @ 48" min. depth to station 66+25 & sixty-eight (68') feet Lt of W 27th Street centerline as shown on sheet "5 of 8" of said Exhibit B.
8. Thence easterly one hundred and two (102') feet in the north right -of-way of W 27th Street to a proposed bore pit at station 67+26 & fifty-eight (58') feet Lt of W 27th Street centerline as shown on sheet "5 of 8" of said Exhibit B.
9. Thence easterly forty-six (46') feet to an existing drive @ 48" min. depth to station 67+72 & fifty-eight (58') feet Lt of W 27th Street centerline as shown on sheet "5 of 8" of said Exhibit B.
10. Thence easterly sixty (60') feet in the north right-of-way of W 27th Street to station 68+31 & fifty-eight (58') feet Lt of W 27th Street centerline and underpass the existing north-south storm sewer by twenty-four (24") inch minimum as shown on sheet "6 of 8" of said exhibit B.
11. Thence easterly thirty (30') feet to the west edge of Greenhill Road @ 60" min. depth to station 68+61 & fifty-eight (58') feet Lt of W 27th Street centerline as shown on sheet "6 of

8" of said Exhibit B.

12. Thence easterly one hundred and thirty-two (132') feet in the north right-of-way of W 27th Street to station 69+93 & fifty-eight (58') north of W 27th Street centerline and underpass the existing north-south storm sewer by twenty-four (24") inch minimum as shown on sheet "6 of 8" of said exhibit B.
13. Thence easterly fifteen (15') feet to the edge of a pedestrian trail @ 48" min. depth to station 70+08 & fifty-eight (58') feet Lt of W 27th Street centerline as shown on sheet "6 of 8" of said Exhibit B.
14. Thence easterly two hundred and seventy-six (276') feet in the north right -of-way of W 27th Street to an existing Aureon handhole at station 72+85 & thirty-eight and a half (38.5') feet Lt of W 27th Street centerline as shown on sheet "6 of 8" of said Exhibit B.

EXHIBIT B

NOTES

- CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF PUBLIC WORKS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
 - THE WORK CONTRACTOR SHALL NOT ALLOW ANY ENTITIES' VEHICLES THAT ARE, IN ANY WAY, ON SITE BECAUSE OF THE PROJECT WORK, TO BE DRIVEN ON ANY RECREATIONAL TRAIL SECTIONS. ANY AND ALL DAMAGED SECTION(S) SHALL BE REPLACED BY THE CONTRACTOR, TO THE SATISFACTION OF THE CITY ENGINEER, AT NO COST TO THE CITY.
- THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY EXISTING OR PLANNED FUTURE SIDEWALK, HANDICAPPED RAMP OR RECREATIONAL TRAIL..
- THE CONTRACTOR SHALL BORE UNDER ALL EXISTING OR PLANNED FUTURE STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS, AS PER OTHER NOTES, VARIOUS EXISTING AND PLANNED FUTURE UTILITY INFRASTRUCTURES.
- CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION, THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
- THE MINIMUM UNDERCROSSING CLEARANCE AT ALL STORM SEWERS AND STORM SEWER CULVERTS SHALL BE TWENTY-FOUR (24") INCHES. THE MINIMUM UNDERCROSSING CLEARANCE UNDER WATERWAYS SHALL BE THIRTY-SIX (36") INCHES.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'
- THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
- IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
- THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
- WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
- NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
- THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
- FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
- PLAN SET / DESIGN DEVELOPMENT BY: CIVIL DESIGN ADVANTAGE-WAYNE HOUSER 515-369-4400
- THE CONTACTS FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION ARE MATTHEW TOLAN AND DAVE WICKE AT 319-268-5161.
- BACKFILL COMPACTION FOR ALL AREAS EXCAVATED SHALL BE AS PER THE CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CURRENT CITY OF CEDAR FALLS, IOWA SUPPLEMENTAL SPECIFICATIONS AS FOLLOWS: USE NO MORE THAN EIGHT (8") INCH THICK LIFTS FOR BACKFILL AREAS MORE THAN THREE (3') FEET BELOW THE BOTTOM OF PAVEMENT. USE NO MORE THAN SIX (6") INCH THICK LIFTS FOR BACKFILL AREAS LESS THAN OR EQUAL TO THREE (3') FEET BELOW THE BOTTOM OF PAVEMENT. COMPACTION TO AT LEAST 95% OF STANDARD PROCTOR DENSITY WITHIN RIGHT-OF-WAY. OBTAIN REQUIRED COMPACTION WITHIN A SOIL MOISTURE RANGE OF OPTIMUM TO 4% ABOVE OPTIMUM MOISTURE CONTENT. IN AREAS TO REMAIN UNPAVED, TERMINATE BACKFILL MATERIAL EIGHT (8") INCHES BELOW FINISHED GRADE. USE TOPSOIL FOR THE FINAL EIGHT (8") INCHES ABOVE BACKFILL MATERIAL.
- THE CONTRACTOR SHALL COMPLY WITH ALL AUREON POLICIES AND PROCEDURES AND ALL REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF THE AUREON ENGINEER AND A CITY OF CEDAR FALLS, CITY STAMPED "APPROVAL TO CONSTRUCT" AND SIGNED BY AN AUTHORIZED PERSON W/ THE CEDAR FALLS ENGINEERING DIVISION, COPY SHALL BE AVAILABLE, AT ALL TIMES, AT THE CONSTRUCTION SITE. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENT(S) OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE OF STREETS AND OTHER UTILITIES AFFECTED BY CONSTRUCTION OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND ALL PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. THE CITY ENGINEER OF THE CITY OF CEDAR FALLS WILL REVIEW ALL PROPOSED DISPOSAL SITES, PRIOR TO THEIR USE, TO DETERMINE ACCEPTABILITY.
- THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENTS, UTILITIES, FOLIAGE AND ADJOINING PROPERTY AND STRUCTURES OUTSIDE OF THE RIGHT-OF-WAY AND TO AVOID DAMAGE THERETO.
- WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY AUREON AND/OR THE CEDAR FALLS CITY ENGINEERING DIVISION. SUPPLEMENTAL SIGNS, FLAG PERSON(S), AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED, AT ANY TIME, OR OPEN OVERNIGHT.
- INNERDUCTS CONTAINING CABLE SHALL BE SEALED AT TERMINATION POINTS USING RUBBER PLUGS AND COMPRESSION BANDS. VACANT INNERDUCTS OR CONDUIT RUNS SHALL BE SEALED AT TERMINATION POINTS WITH RUBBER PLUGS EQUIPED WITH A PULL LINE ATTACHMENT RING ON WHICH TO TERMINATE THE PULL LINE. APPROPRIATE SEALANT COMPOUND SHALL BE USED TO SEAL ANY GAPS.

LEGEND

TELEPHONE PEDESTAL		SIGN		WATERMAIN		STORM SEWER INTAKE	
WATER VALVE		POWER POLE		STORM SEWER		UNDERGROUND CONDUIT	
FIRE HYDRANT		TELEVISION PEDESTAL		SANITARY SEWER		HANDHOLE	
TELEPHONE LINE		SANITARY SEWER MANHOLE		GAS LINE		FIBER OPTIC VAULT	
CABLE TELEVISION LINE		STORM SEWER MANHOLE		ELECTRIC LINE		FIBER OPTIC MANHOLE	
FIBER OPTICS LINE		ROUND STORM SEWER INTAKE		OVERHEAD ELECTRIC LINE			

REVIEWED FOR CODE COMPLIANCE	
No.	2404-265
Dated	6/12/2024
CITY OF CEDAR FALLS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
By:	

City of Cedar Falls Notes:
 *Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing www.cf1stop.com
 *Contractor required to pothole and spot every utility crossing and adjacent parallel line along the alignment, including those not explicitly shown on the plans.
 *Contractor shall restore all ROW after all work is complete.
 *This alignment requires approval by the City of Cedar Falls Council prior to approval of any permits in the City of Cedar Falls and prior to start of construction.

AUREON NETWORK SERVICES CEDAR FALLS, IOWA

UTILITY PROVIDERS - IOWA ONE CALL DESIGN TICKET #552206852:

MEDIACOM
 CONTACT NAME : BRIAN KADNER
 CONTACT PHONE: 8455449656
 CONTACT EMAIL: BKADNER@MEDIACOMCC.COM

CEDAR FALLS UTILITIES
 CONTACT NAME : JERALD LUKENSMEYER
 CONTACT PHONE: 3192685330
 CONTACT EMAIL: JERALD.LUKENSMEYER@CFUNET.NET

CITY OF CEDAR FALLS
 CONTACT NAME : TYLER GRIFFIN
 CONTACT PHONE: 3192738600
 CONTACT EMAIL: TYLER.GRIFFIN@CEDARFALLS.COM

CENTURYLINK
 CONTACT NAME : SADIE HULL
 CONTACT PHONE: 9185470147
 CONTACT EMAIL: SADIE.HULL@LUMEN.COM

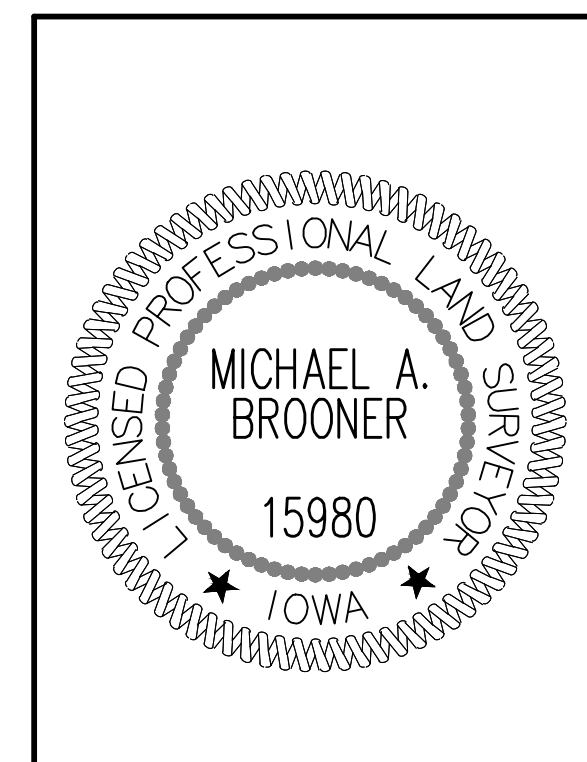
AUREON NETWORK SERVICES
 CONTACT NAME : JEFF KLOCKO
 CONTACT PHONE: 5158300445
 CONTACT EMAIL: JEFF.KLOCKO@AUREON.COM

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PROPOSED:

2" ORANGE CONDUIT = 1864' (REFLECTS ESTIMATED VERTICAL AND/ OR CURVED ALIGNMENT SECTION LENGTHS).
 HANDHOLES = 2



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.

5-23-2024
DATE

MICHAEL A. BROONER, P.L.S.
DATE

LICENSE NUMBER 15980
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 - 8

FILE: H:\2024\2404265\DWG\2404-265-AUREON-CEDAR FALLS HIGH SCHOOL(CEDAR FALLS).DWG
 PLOTTED BY: CAVER YOUNGBLOOM
 DATE: 5/23/2024 2:07 PM
 PLOT: 1

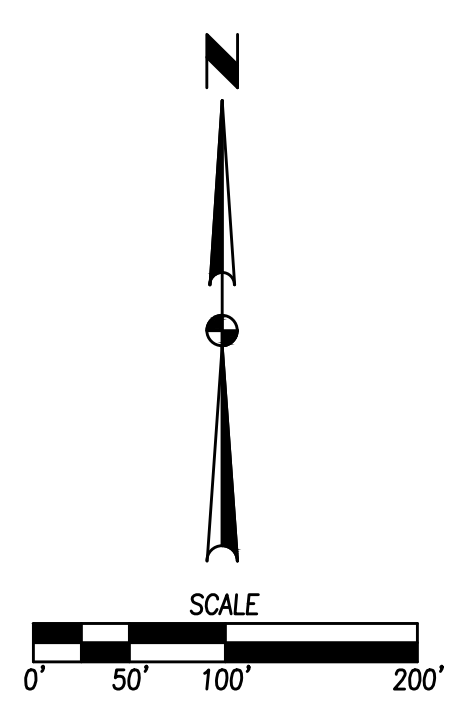
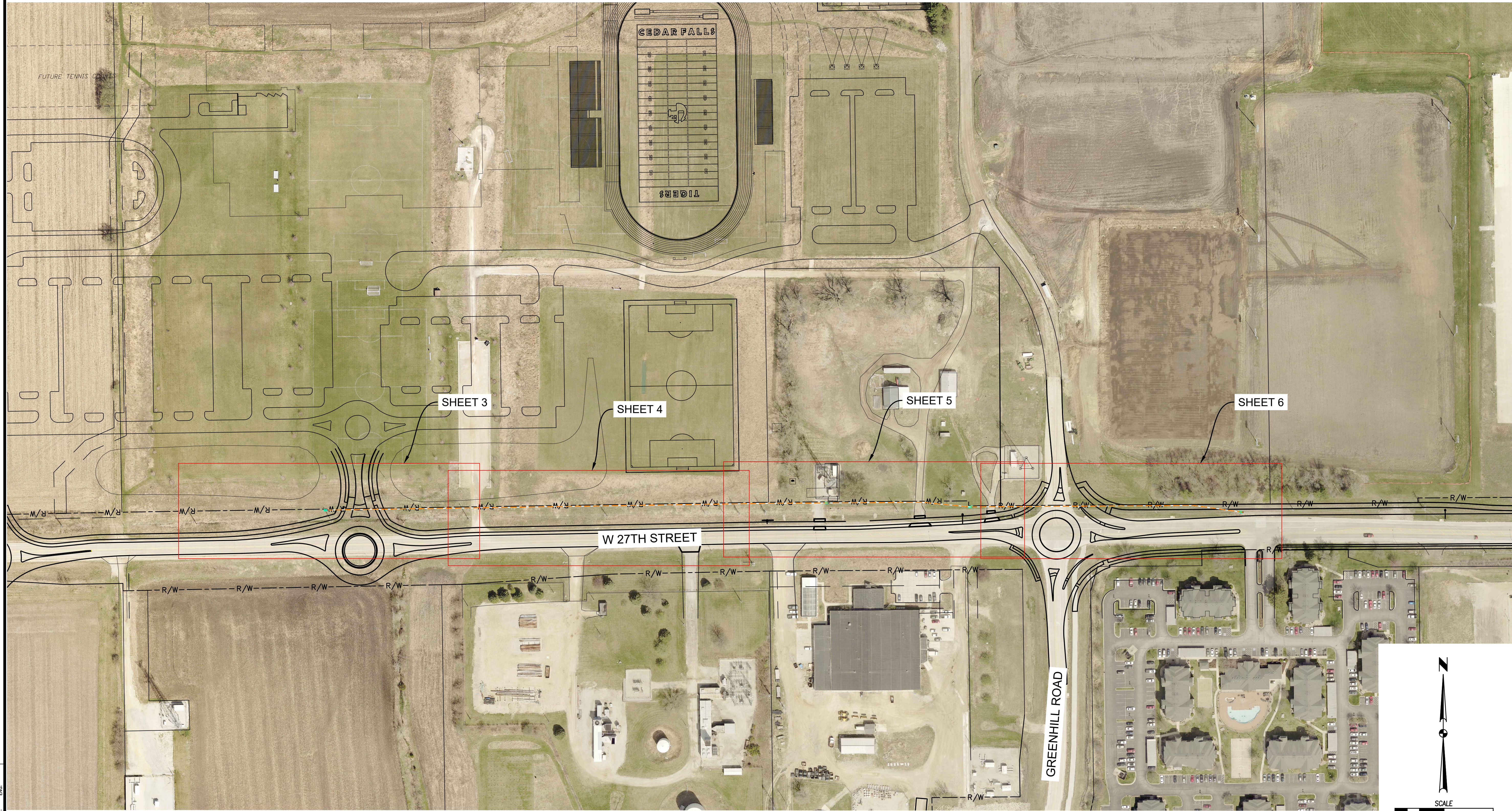
DATE	
REVISIONS	
SECOND SUBMITTAL	05/23/2024
FIRST SUBMITTAL	05/07/2024

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

AUREON - CEDAR FALLS
 2701 W 27TH STREET
 CEDAR FALLS, IOWA

DATE: 5/23/2024
 SHEET NUMBER: 1 / 8
 2404.265

EXHIBIT B



FILE: H:\2024\2404265\DWG\2404265-AUREON-CEDAR FALLS HIGH SCHOOL(CEDAR FALLS).DWG
 PLOTTED BY: CAVER, YOUNGBLOOD
 DATE: 5/23/2024 2:07 PM
 PLOT: 1

LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
BEGINNING @ PROPOSED AUREON HH & BORE PIT IN THE NORTH RIGHT-OF-WAY OF W 27TH STREET, THEN BORE EAST IN NORTH RIGHT-OF-WAY TO PROPOSED HANDHOLE AND BORE PIT .	64+40 68' LT (W 27TH ST. ALIGN)	54+22 71.5' LT (W 27TH ST. ALIGN)	1019
FROM HH & BORE PIT IN THE NORTH RIGHT-OF-WAY OF W 27TH STREET, EAST IN THE NORTH RIGHT-OF-WAY TO PROPOSED BORE PIT.	67+26 58' LT (W 27TH ST. ALIGN)	64+40 68' LT (W 27TH ST. ALIGN)	286
FROM BORE PIT IN THE NORTH RIGHT-OF-WAY OF W 27TH STREET, EAST IN THE NORTH RIGHT-OF-WAY TO EXISTING AUREON HANDHOLE & END OF FIBER ROUTE.	72+85 38.5' LT (W 27TH ST. ALIGN)	67+26 58' LT (W 27TH ST. ALIGN)	559
TOTAL L.F. OF 2" ORANGE CONDUIT IN CITY OF CEDAR FALLS RIGHT-OF-WAY			1864 L.F.

DATE: 05/23/2024
REVISIONS: SECOND SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

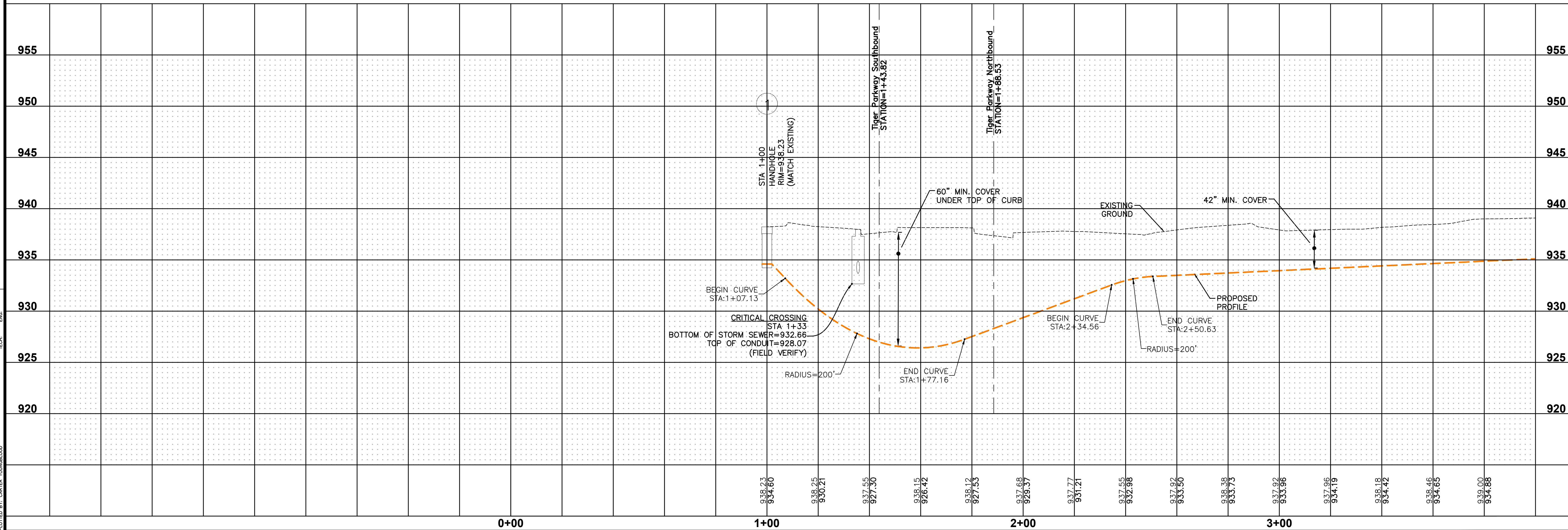
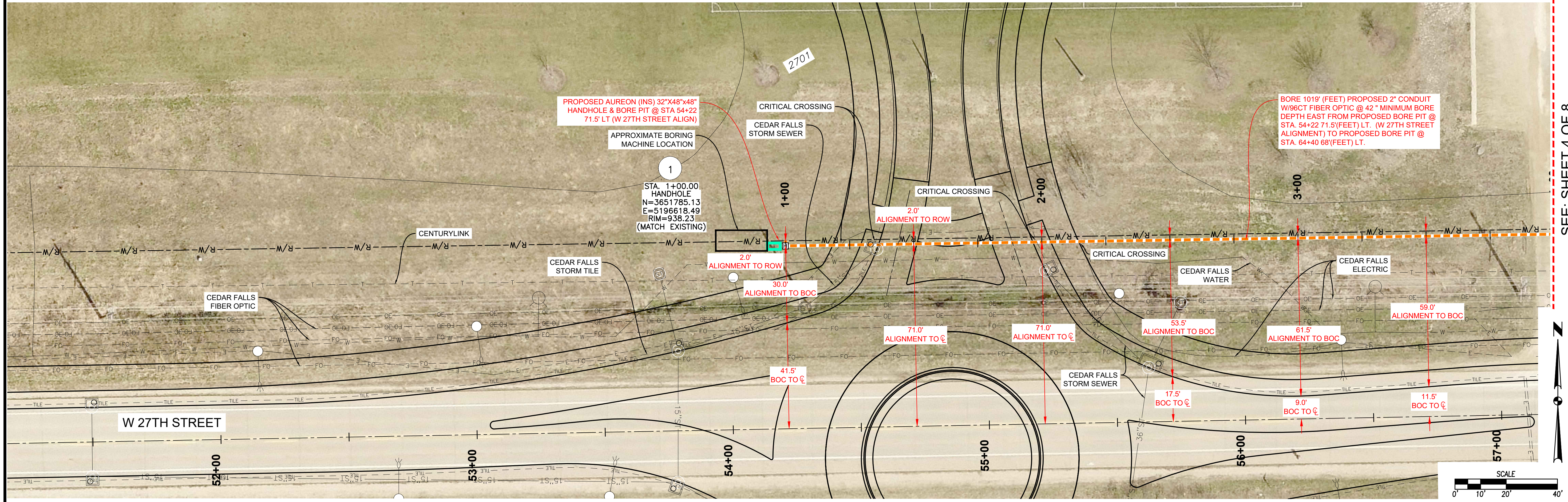
CIVIL DESIGN ADVANTAGE

AUREON - CEDAR FALLS
CEDAR FALLS, IOWA

2701 W 27TH STREET
2 / 8

2404.265
148

EXHIBIT B



SEE SHEET 4 OF 8

DATE: 05/23/2024

REVISIONS:

SECOND SUBMITTAL: 05/07/2024

FIRST SUBMITTAL:

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

Item 22

EA

CIVIL DESIGN ADVANTAGE

AUREON - CEDAR FALLS

CEDAR FALLS, IOWA

2701 W 27TH STREET

DATE: 5/23/2024

SHEET NUMBER: 3 / 8

2404.265

938.23

934.60

936.25

930.21

937.65

927.30

938.15

926.42

938.12

927.53

937.68

929.37

937.77

931.21

937.65

932.88

937.92

933.50

938.38

933.75

937.92

933.96

937.96

934.19

938.18

934.42

938.46

934.65

939.00

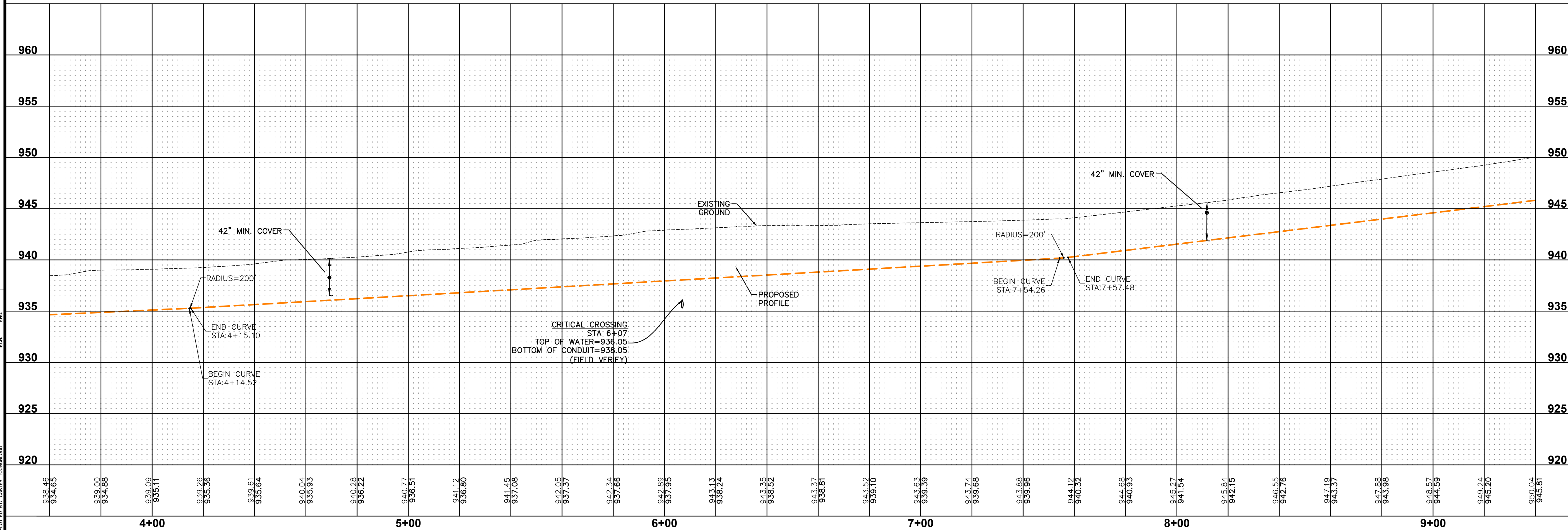
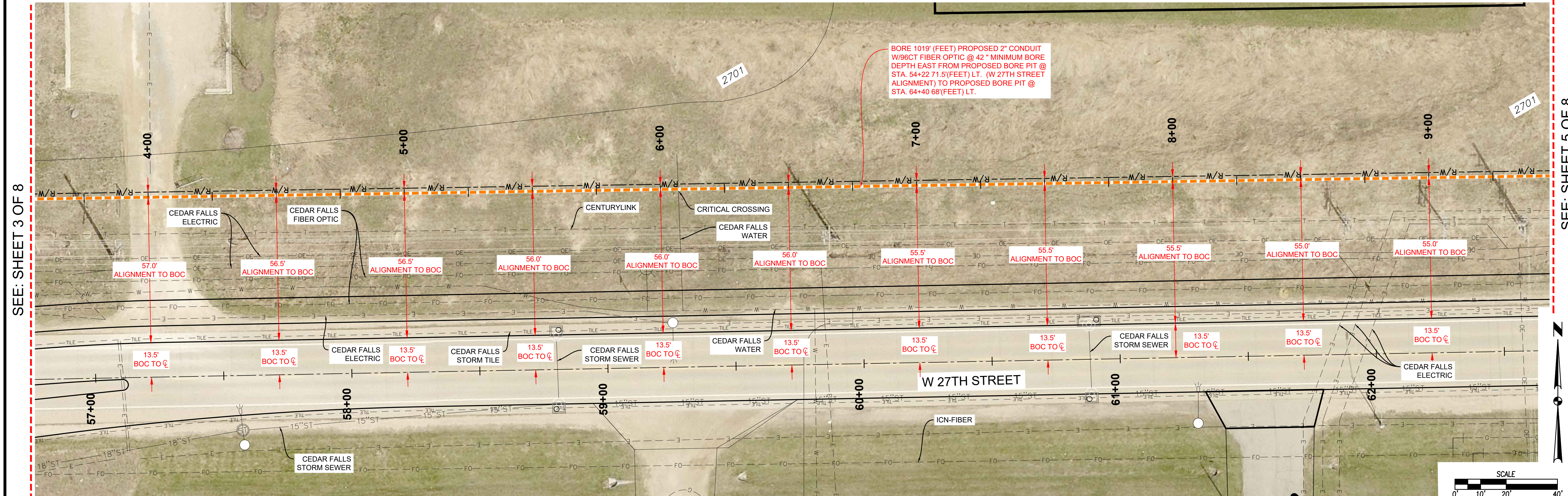
934.88

Tiger Parkway Southbound
STATION=14+43.82

Tiger Parkway Northbound
STATION=14+88.53

FILE: H:\2024\2404265\DWG\2404.265-AUREON-CEDAR FALLS HIGH SCHOOL(CEDAR FALLS).DWG
PLOT: 5/23/2024 2:07 PM
PLOT BY: CAVER YOUNGBLOOD

EXHIBIT B



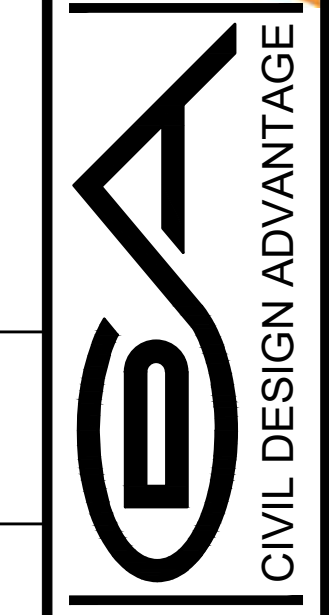
FILE: H:\2024\2404285\DWG\2404285-AUREON-CEDAR FALLS HIGH SCHOOL(CEDAR FALLS).DWG
 PLOTTED BY: CAVER, YOUNGBLOOD
 DATE: 5/23/2024 2:07 PM
 REVISION: 1

SEE: SHEET 3 OF 8

SEE: SHEET 5 OF 8

DATE	05/23/2024
REVISIONS	
SECOND SUBMITTAL	05/07/2024
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400

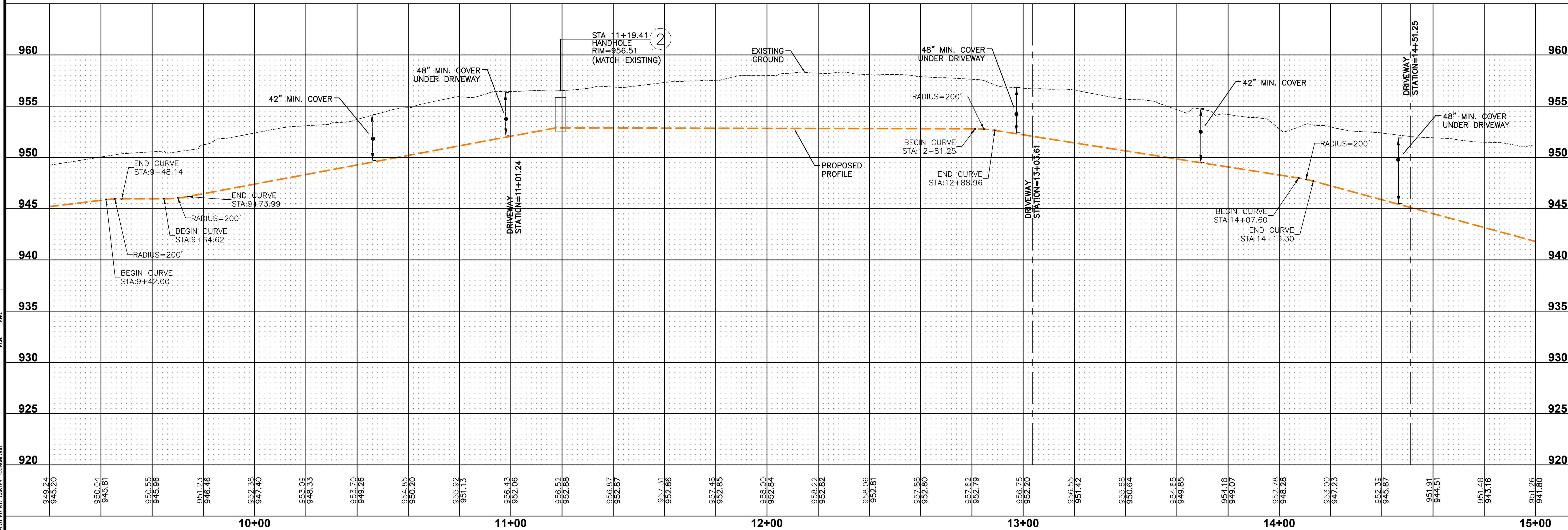
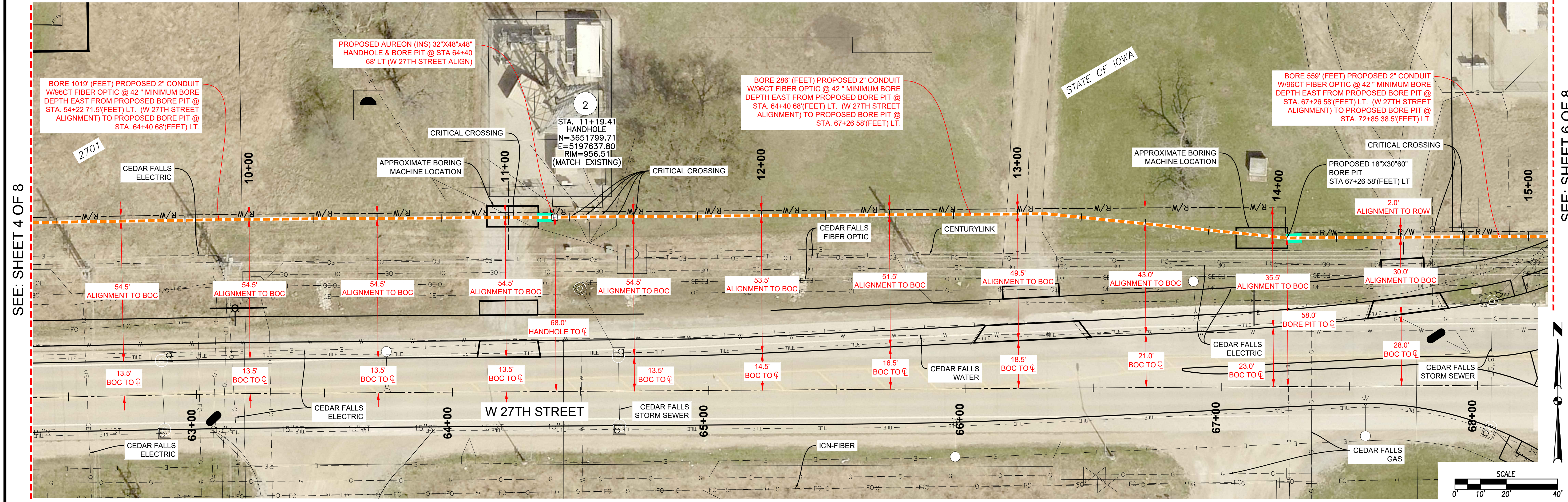


CIVIL DESIGN ADVANTAGE
 CEDAR FALLS, IOWA

AUREON - CEDAR FALLS
 2701 W 27TH STREET

DATE: 5/23/2024
 SHEET NUMBER: 4 / 8
 2404.265

EXHIBIT B



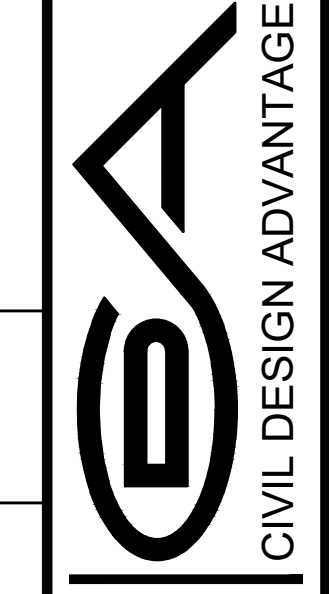
FILE: H:\2024\2404285\AUREON\2404285-AUREON-CEDAR FALLS HIGH SCHOOL(CEDAR FALLS).DWG
 PLOTTED BY: CAVER, YOUNGBLOOD
 DATE: 5/23/2024 2:08 PM
 SHEET: 5/8

SEE: SHEET 4 OF 8

SEE: SHEET 6 OF 8

DATE	05/23/2024
REVISIONS	
SECOND SUBMITTAL	05/07/2024
FIRST SUBMITTAL	

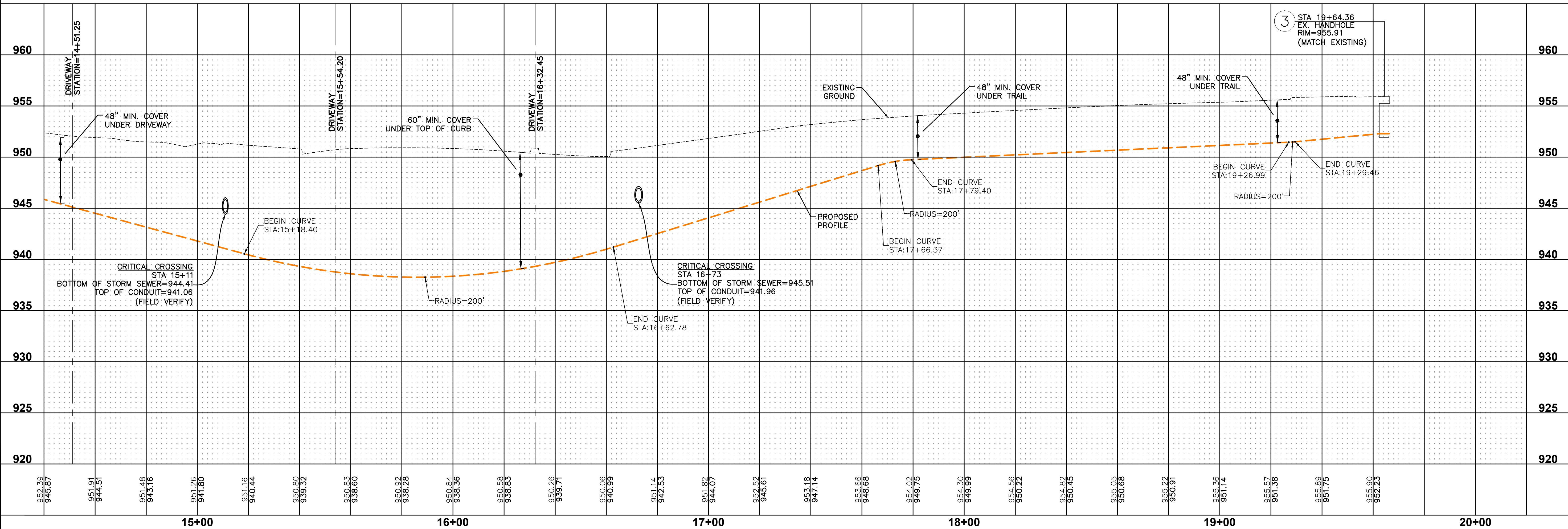
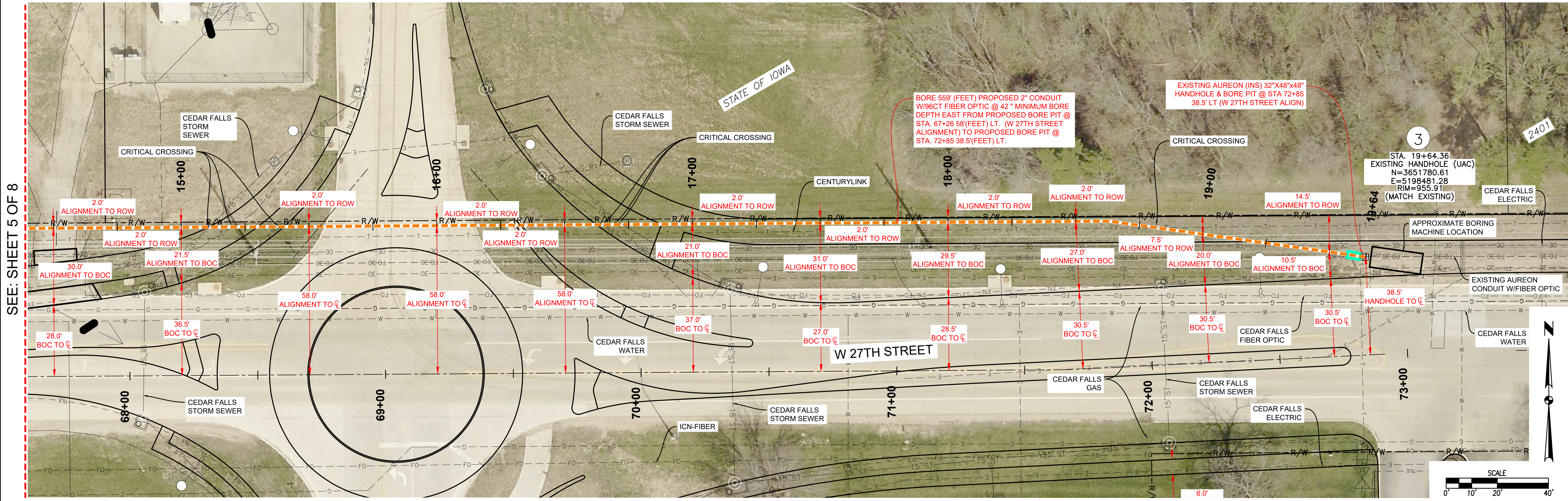
4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400
AUREON



AUREON - CEDAR FALLS
 2701 W 27TH STREET
 CEDAR FALLS, IOWA

DATE: 5/23/2024
 SHEET NUMBER:
5 / 8
 2404.265

EXHIBIT B



FILE: H:\2024\2404285\DWG\2404285-AUREON-CEDAR FALLS HIGH SCHOOL(CEDAR FALLS).DWG
 PLOTTED BY: CAVER, YOUNGBLOOD
 DATE: 5/23/2024 2:08 PM
 PLOT SCALE: 1"=40'
 SHEET NUMBER: 6/8

DATE	REVISIONS
05/23/2024	SECOND SUBMITTAL
05/07/2024	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



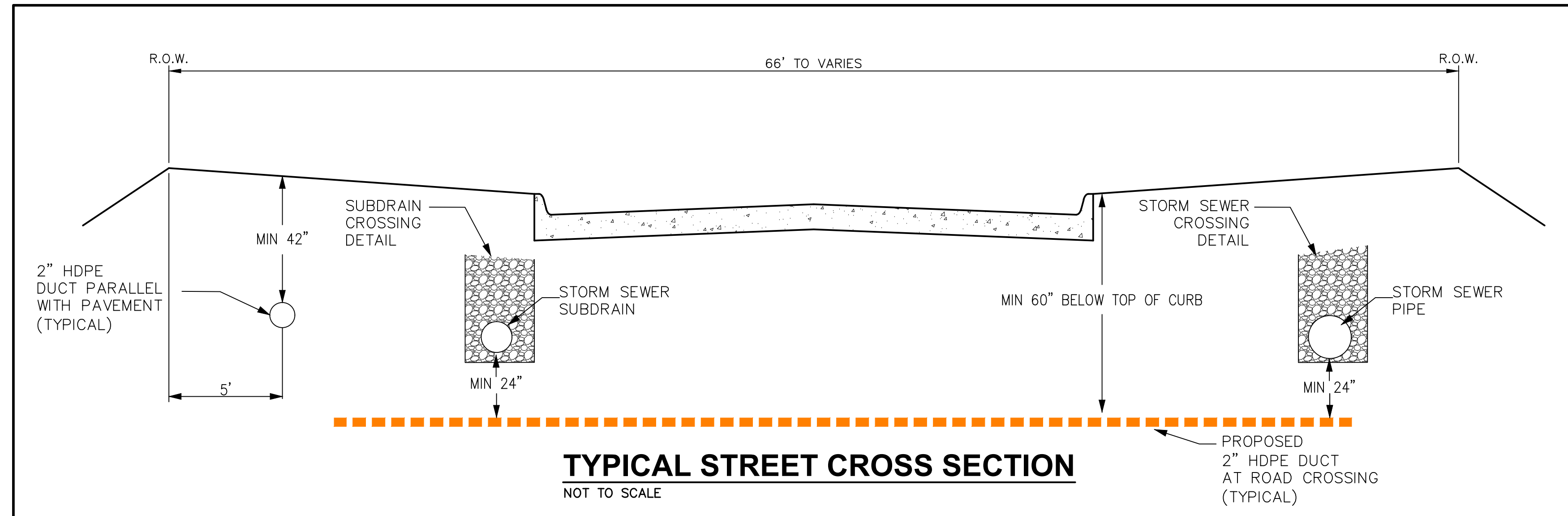
AUREON - CEDAR FALLS
 2701 W 27TH STREET
 CEDAR FALLS, IOWA

DATE: 5/23/2024
 SHEET NUMBER: **6 / 8**
 2404.265

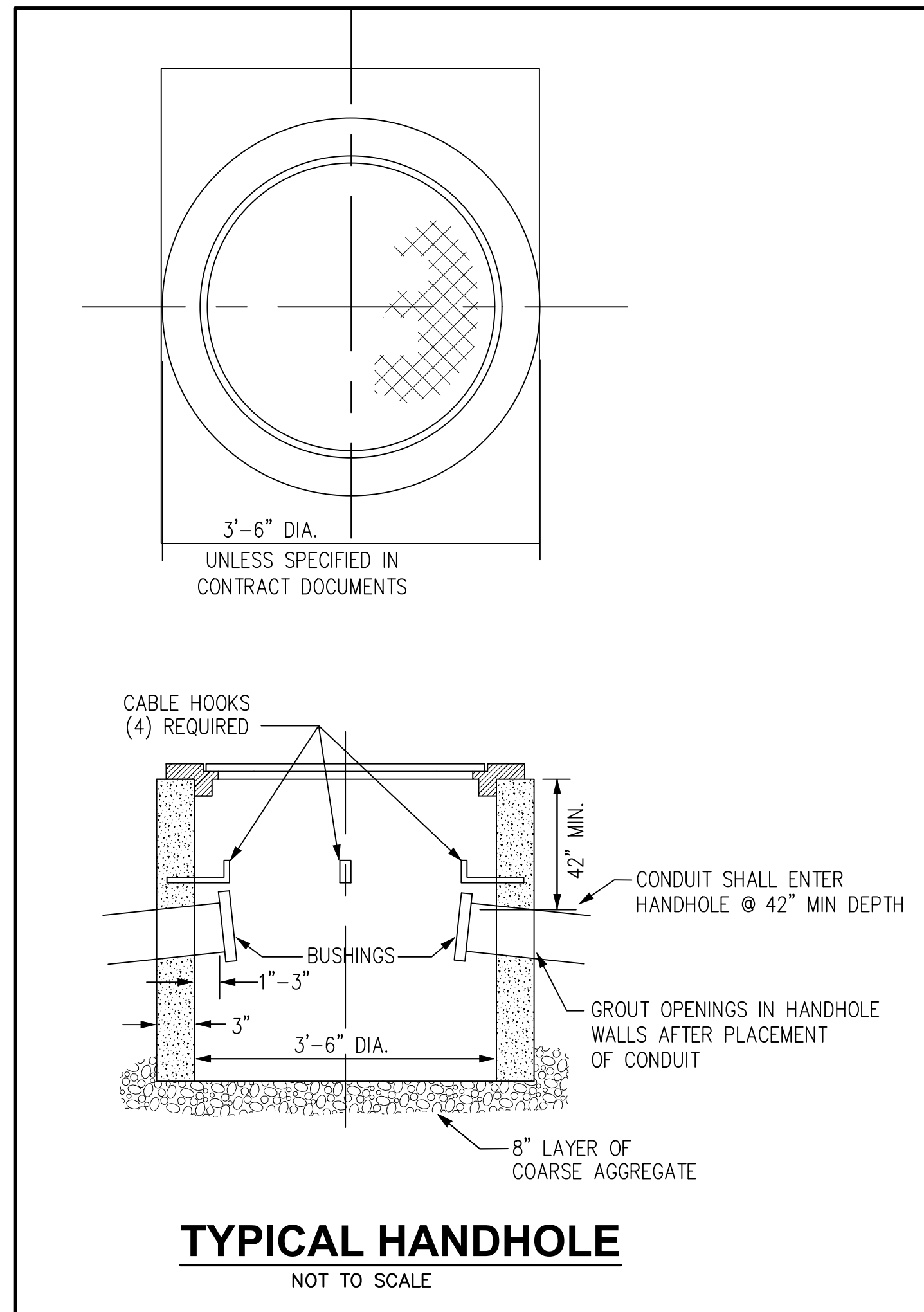
EXHIBIT B

NOTE

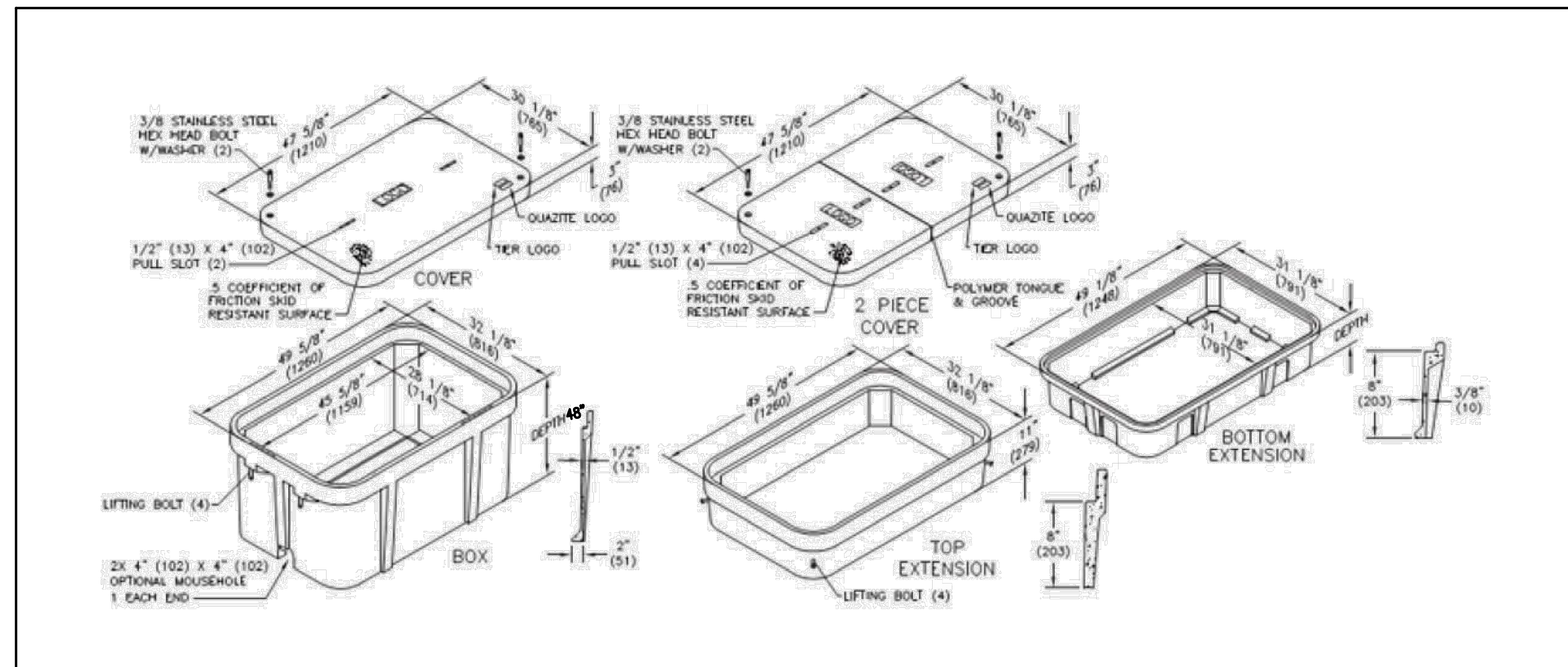
FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



TYPICAL STREET CROSS SECTION
NOT TO SCALE



TYPICAL HANDHOLE
NOT TO SCALE



STANDARD DETAIL: 32"X48"X48" HANDHOLE
NOT TO SCALE

FILE: H:\2024\2404265\DWG\2404265-AUREON-CEDAR FALLS HIGH SCHOOL (CEDAR FALLS).DWG
 PLOTTED BY: CAVER, YOUNGBLOOD
 DATE: 5/23/2024 2:08 PM
 DESIGNED BY: CAVER, YOUNGBLOOD

DATE	REVISIONS
05/23/2024	SECOND SUBMITTAL
05/07/2024	FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400
AUREON

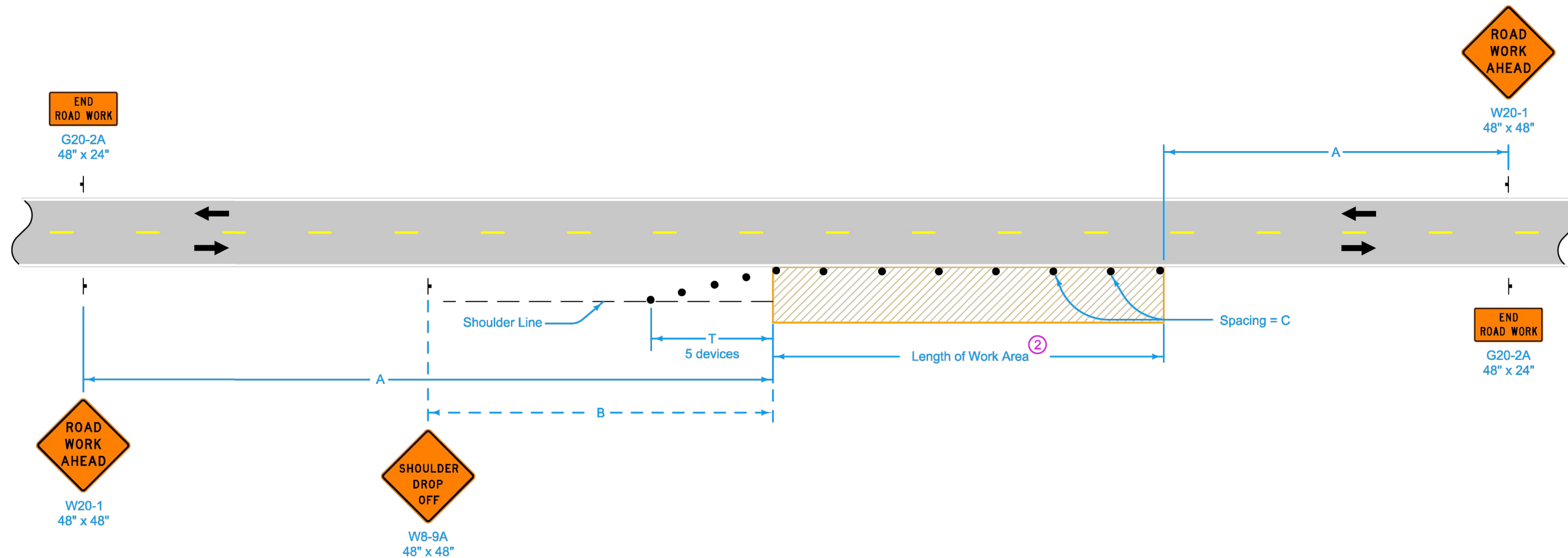
ESA
 CIVIL DESIGN ADVANTAGE

CEDAR FALLS, IOWA

AUREON - CEDAR FALLS
 2701 W 27TH STREET

DATE: 5/23/2024
 SHEET NUMBER: 7 / 8
 2404.265

EXHIBIT B



LEGEND

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ^②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ^①	200'
50 or greater	1000'	500'	100' ^①	200'

When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

^① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

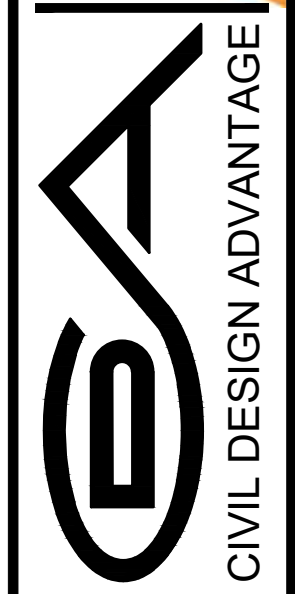
^② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:
Traffic Control

	REVISION
	8 04-21-15
STANDARD ROAD PLAN	TC-202
SHEET 1 of 1	
REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.	
APPROVED BY DESIGN METHODS ENGINEER 	
WORK WITHIN 15 FT OF TRAVELED WAY	

DATE	05/23/2024
REVISIONS	
SECOND SUBMITTAL	05/07/2024
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



CIVIL DESIGN ADVANTAGE
CEDAR FALLS, IOWA

AUREON - CEDAR FALLS
2701 W 27TH STREET

DATE: 5/23/2024
SHEET NUMBER: 8 / 8
2404.265

FILE: H:\2024\2404265\WORK\2404265-AUREON-CEDAR FALLS HIGH SCHOOL (CEDAR FALLS).DWG
 PLOTTED BY: CAVER YOUNGBLOOD
 PLOTTED DATE: 5/23/2024 2:08 PM
 PLOTTER: HP DesignJet 4000

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: July 1st, 2024

SUBJECT: Fiber Optic License Agreement
Aureon Network Services
Orchard Drive

Enclosed is a proposed License Agreement between the City of Cedar Falls and Aureon Network Services to install an additional long-distance telecommunications system consisting of fiber optic cable within the public right-of way of the City, in order to extend and upgrade services owned by Aureon Network Services across Orchard Drive right-of-way into private property.

The City of Cedar Falls has entered into previous license agreements with Iowa Network Services, now Aureon Network Services. The proposed License Agreement follows the terms and conditions set forth in the earlier agreements and is intended to protect the City of Cedar Falls right-of way and manage and regulate in a manner consistent with federal and state law.

The Engineering Division of the Public Works Department recommends your approval of this proposed License Agreement.

xc: David Wicke, PE, City Engineer
Chase Schrage, Director of Public Works
Lisa Roeding, Controller/City Treasurer

Prepared by: Matthew Tolan, 220 Clay St., Cedar Falls, IA 50613, (319) 273-8600

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter the "Agreement"), is entered into by and between the City of Cedar Falls, Iowa, an Iowa municipality, whose address is 220 Clay Street, Cedar Falls, Iowa 50613 (hereinafter the "City"), and Aureon Network Services, whose address is 7760 Office Plaza Dr. S, West Des Moines, IA 50266, (hereinafter "Licensee").

Whereas, Licensee desires to acquire a license to construct, operate and maintain a certain communications systems within the City, the City is willing to grant such a license on certain terms and conditions, and the parties desire to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY COVENANTED AND AGREED BY THE PARTIES AS FOLLOWS:

1. Grant of License. City hereby grants Licensee a non-exclusive, limited license to construct, operate, maintain, inspect and repair a communications system which shall include all equipment owned, operated, leased or subleased in connection with the operation of one (1) fiber optic cable for data transmission and connection starting at a proposed handhole on an existing line located in the in the north right-of-way of Orchard Drive at a point being twenty-five and a half (25.5') feet northerly of the Orchard Drive centerline at station 12+06 at the approximate latitude of 42.504754 degrees North and longitude of 92.412016 degrees West and then continuing north seven and a half (7.5') feet to the north right-of-way line of Orchard Drive to station 12+06 and thirty-three (33') feet right of Orchard Drive centerline and ending at the parcel of 3621 Cedar Heights Drive in Cedar Falls, Iowa, including but not limited to poles, pedestals, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, and other structures, facilities or appurtenances, (hereinafter the "System") within the public right-of-way of the City, as generally depicted on Exhibit "A" attached hereto, and the parties agree that for purposes of this Agreement, the system route consists of approximately seven and one half (7.5') linear feet of new fiber optic cables, subject to all rights and powers of the City under federal and Iowa law and

Cedar Falls city ordinances, and subject to the terms and conditions set forth in this Agreement. Licensee acknowledges and understands that this license is non-exclusive, limited and subject to termination as provided in this Agreement. Any connections by Licensee to any other facilities, or to other persons, businesses or entities, shall require an application by Licensee to the City for a separate license within a reasonable time after Licensee furnishes to City all information and documentation in support of Licensee's request for an additional license as may be reasonably required by this form of Agreement or by any ordinance subsequently adopted by the City as described in Section 5.

The facilities shall consist of one (1) two (2") inch High Density Polyethylene ("HDPE") with ninety-six (96) strands of fiber optic cable.

All of the underground cable shall be placed at a minimum depth of 42 inches (42") below ground level, unless approved by Licensor in writing.

Licensee shall obtain all necessary permits from the Iowa Department of Transportation for boring under any state or federal highways along the route, and any necessary consent from other jurisdictions and railroads as necessary for additional boring.

The minimum clearance between the duct and sewers, culverts and/or waterways shall be 36 inches (36").

2. Term of License. The term of the license granted to Licensee hereunder shall commence on the 2nd day of July, 2024, and shall continue for a term of one (1) year, or until Licensee has completed the work to install its System, whichever occurs first.

3. License Fee.

a. Licensee shall pay to City an administrative license fee in the amount of \$60.98 payable upon execution of this Agreement, for the rights granted to Licensee as described in this License Agreement. Said license fee shall cover only the fee for the term of this Agreement set forth in Section 2. Licensee agrees that the administrative license fee is the City's estimate of the administrative burdens imposed on the City in connection with Licensee's application and its occupation of the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such fee under applicable law. In addition to the administrative fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance.

b. Thereafter, Licensee shall have an annual license for the continued operation, inspection, maintenance and repair of Licensee's system, for a license fee in the amount of \$6.10 payable by Licensee to the City, for one (1) year

period following the conclusion of the term provided in Section 2, and continuing for succeeding one (1) year terms, until termination of the license as described in Sections 4 or 21 of this Agreement. Licensee agrees that the annual license fee is the City's estimate of the right-of-way management costs imposed on the City in connection with Licensee's occupancy of, and activities in and upon, the City right-of-way, and Licensee agrees that it will not take any action, nor voluntarily provide support to any third-party action, to challenge the validity or reasonableness of such annual license fee under applicable law. The annual license fee shall be payable annually no later than October 1st of each year. In addition to the annual license fee, Licensee shall pay permit fees and such other regulatory fees as may be required by applicable City ordinance. The amount of the annual license fee shall be subject to review and modification based upon the reasonable costs to City to administer and manage Licensee's continued use of the City right-of-way for each succeeding one (1) year term.

4. Removal of Facilities and System. Licensee shall remove its System and all facilities and infrastructure related thereto, upon the occurrence of any one of the following events:

- a. Licensee ceases to do business in the State of Iowa; or
- b. Licensee abandons its System, or discontinues use of the System for a consecutive period of twelve (12) months; or
- c. The end of the economic life of Licensee's System and the need for its replacement; or
- d. Licensee defaults in the performance of its duties and obligations under this Agreement, and fails to timely cure such default as provided in Section 21 of this Agreement.

Upon the happening of any one or more of the following events, Licensee shall promptly, and in no event later than ninety (90) days from the happening, remove its System and all facilities and all related infrastructure from the City right-of-way at Licensee's sole cost.

5. Enactment of City Ordinance. During the term of this Agreement, if the City enacts an ordinance requiring all providers of utilities, telecommunications or other information services to pay a fee to the City on a competitively-neutral and non-discriminatory basis for the use of City right-of-way, Licensee shall comply with the terms and conditions of said ordinance promptly upon enactment of said ordinance. If such ordinance requires annual license fees for the City's continued administration and management of such providers' use of the right-of-way, Licensee shall be entitled to a refund of a pro-rata portion of its annual license fee for the year in which such ordinance is enacted, provided, however, that in no event shall there be any refund of any portion of the initial fee for installation of Licensee's System.

6. Scope of License. The license granted to Licensee in this Agreement shall only cover the initial installation of Licensee's System, facilities and related infrastructure, and any repair to such System. This Agreement shall not entitle Licensee to replace the facilities, to expand the facilities to any additional portions of the City right-of-way beyond those specifically described on Exhibit "A," or to perform any other work or construction activity within the City right-of-way beyond that specifically provided for in this Agreement. Any such additional work beyond that described in this Agreement shall require the negotiation and execution of a new License Agreement between the City and the Licensee.

7. Licensee Contractors. The requirements of this Agreement shall apply to all persons, firms or corporations performing work for the Licensee under a contract, subcontract or other type of work order.

8. Joint Trench/Boring. Before commencement of the work of installation of Licensee's facilities, if Cedar Falls Utilities has notified the City that it desires to relocate any portion of its telecommunications facilities from above-ground infrastructure to underground infrastructure along all or any part of the route described and identified in Exhibit "A" attached hereto, and City has notified Licensee of its desire to cooperate in such construction no later than 30 calendar days after Licensee has submitted its initial construction plans to the City, then Licensee agrees to cooperate with Cedar Falls Utilities to place its fiber optic cable in a joint trench or common boring hole with Cedar Falls Utilities. Licensee agrees to share the cost of such joint trench or common boring with Cedar Falls Utilities on a basis which is fair, reasonable, and competitively neutral and non-discriminatory, as long as the costs of doing so result in overall savings to both Cedar Falls Utilities and Licensee hereunder.

9. Repair Work. Before commencing any repair work to Licensee's System involving any excavation or disturbance of the ground within the City right-of-way, Licensee shall file with the City Public Works Department an application for a permit for such repair work, accompanied by a map, detailed plan or specifications showing the proposed location of the repair work with reference to streets, alleys and the location of other utilities within the right-of-way, the size and dimension of the facilities to which the repair work will be done, and the distance above or beneath the surface of the ground that the proposed repair work will involve. Licensee shall obtain all necessary permits from the City, and pay all necessary permit fees and costs associated therewith, as are provided for by City ordinances, regulations, policies and procedures then in effect. If the proposed repair work shall interfere with the reasonable and proper use of any public improvements or any existing public utility system component or other structure upon or under the public right-of-way, the City shall within thirty (30) days after the filing of such map, plan or specifications, furnish Licensee with the changes necessary to eliminate any interference with a public utility system facility and require Licensee to amend its application for a permit for such repair work. Once such map, plan or specifications have been properly modified to meet the City's reasonable requirements,

the City shall issue a permit authorizing Licensee to proceed with the repair work in accordance with the approved map, plan or specifications. No construction shall be commenced by Licensee before issuance of all necessary permits and payment of all necessary fees, unless the repairs involve emergency repairs, whereupon Licensee shall meet and confer with the City regarding the repair work and the reason for the emergency nature of the repair, unless Licensee is unable to contact the City before the repairs must be done, in which case Licensee shall make only such repairs as are necessary to remove the emergency, and shall notify the City thereof as soon as possible and shall meet and confer with the City in an expeditious manner regarding the nature of the repair work.

10. Relocation at Request of City or City Utilities. In the event that either the City, or its municipal utilities (hereinafter the "City Utilities"), undertakes any construction, reconstruction, repair, replacement, relocation underground, or other modifications to City or City Utilities public infrastructure facilities within the right-of-way, and such undertaking cannot be reasonably be accomplished without the relocation of part or all, as the case may be, of Licensee's System, Licensee shall, upon reasonable notice to Licensee, remove and relocate such part or all of its System, facilities and related infrastructure, and, if requested by the City or the City Utilities, Licensee shall relocate its facilities in a joint trench, joint conduit, or similar joint underground structure, all at Licensee's expense. Licensee shall promptly complete such removal or relocation, and in no event shall Licensee complete such removal or relocation more than 90 days after notice by the City, unless a longer time period is agreed upon in advance by the City in its sole discretion. Licensee shall comply with all provisions of City's ordinances, now existing or hereafter enacted, including without limitation the City's existing underground ordinance. All such costs of relocation of the Licensee's facilities shall be at Licensee's sole cost and expense. In the event Licensee fails to act within a reasonable time to remove and relocate its System, facilities and related infrastructure, the City or the City Utilities may cause such System, facilities and related infrastructure of Licensee to be removed and relocated, and the costs thereof shall be paid by Licensee.

11. Relocation at Request of Other Provider. If a utility provider other than the City or the City Utilities obtains a permit from the City for installation or relocation of its utility facilities within the public right-of-way that reasonably requires the relocation of part or all, as the case may be, of Licensee's facilities, such costs of relocation shall be borne by the other utility provider, not by Licensee or by the City or the City Utilities. Relocation shall be completed as set forth in Section 10.

12. Approval of State of Iowa. In the course of installation of Licensee's facilities, if any approval from the State of Iowa is required, Licensee shall obtain such approval at its sole cost and expense before commencing the work that requires State of Iowa approval.

13. License Complies with Federal and State Law. Licensee specifically agrees that license granted to it under this Agreement does not create an unreasonable

barrier to interstate or intrastate commerce, is in accord with the City's right to regulate the use of its public right-of-way in a competitively neutral and non-discriminatory manner, and that this license complies with all applicable federal and state laws, including without limitation Title 47, United States Code Sections 2153(a) and 253(b).

14. Bond. Licensee shall post a bond with the City in an amount at least equal to the total cost of installation of Licensee's System and all facilities and infrastructure related thereto within the public right-of-way, or the cost of installation of that portion of Licensee's System which its permit covers, whichever is applicable, in a form and of a content reasonably acceptable to City, and in compliance with the City's ordinances, regulations, policies and procedures.

15. Additional Requirements Relative to Installation and Repair Work. In the process of installation of the Licensee's facilities, or the repair of any portion of Licensee's system, any excavation or obstruction made or placed in the public right-of-way at any time or for any purpose by Licensee shall be properly barricaded to comply, at a minimum, with requirements set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Licensee shall provide to the City for the City's approval, prior to commencement of any installation or repair, written plans and specifications which shall include, at a minimum, requirements set forth in the Statewide Urban Design and Specification Program (SUDAS). Any pavement removed or damaged, and all other disturbed areas in the public right-of-way shall be properly and adequately replaced in accordance with the specifications of the City Engineer, all at Licensee's sole cost and expense. Licensee shall at its sole cost and expense repair any private property, public utility system component, public improvement or other public property damaged by Licensee's work, in a manner reasonably acceptable to the City Engineer. If Licensee fails to do such work after seven (7) days' notice in writing to do so from the City, the City may make such repairs at the expense of the Licensee, and Licensee shall pay said costs to City.

16. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of City or the City Utilities to engage in any work within the City right-of-way, whether occupied by Licensee's facilities or otherwise. Without limiting the generality of the foregoing, the City and the City Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or the City Utilities anywhere within the City right-of-way, whether occupied by Licensee or not. The City may also permit others to install facilities within the public right-of-way and the City shall not be liable to the Licensee for any damages arising out of any work by others.

17. Licensee's Facilities. Licensee's facilities erected by the Licensee within the City right-of-way shall conform to established grades of streets, alleys and sidewalks, and shall be so located as to cause no interference with other public utilities located in or upon the public right-of-way, and to cause no interference with the rights of property owners whose properties adjoin the public right-of-way. Licensee shall not place its facilities anywhere on the public right-of-way where those facilities will interfere with the normal use or maintenance of any public improvement, including but not limited

to streets, alleys, sidewalks, traffic control devices, sanitary sewers, storm sewers, storm drains or water drains, electrical transmission lines, any other public utility facility of the City, the City Utilities or any other public utility provider.

18. Iowa One Call System. Upon request, Licensee agrees to assist the City or others in locating underground facilities which are part of Licensee's system, and to do so in a timely manner but not more than forty-eight (48) hours after the time of request. Licensee agrees to enroll as a member of the "Iowa One Call System," and shall respond to all requests and notifications made to such system.

19. Powers of City. Nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City public right-of-way or any other rights and powers of the City. Nothing in this Agreement shall be construed to create a special duty by the City to any owner or operator of a communications system within the right-of-way. Nothing in this Agreement shall be construed to create any property interest or right to occupy space within the right-of-way.

20. Plans and Specifications. Attached hereto, marked "Exhibit B," are Licensee's approved construction drawings. Upon completion of the installation of Licensee's facilities, Licensee shall promptly furnish to the City complete and accurate copies of "as built" plans and specifications relating to its facilities located within the City right-of-way. Licensee shall keep complete and accurate maps and records of the locations and operations of its facilities and furnish copies thereof to the City upon request.

21. Violations of Agreement.

a. Upon receipt of information by the City that Licensee has violated any term or condition of this Agreement or any provisions of City ordinances, regulations, policies or procedures that regulate Licensee or its use of public right-of-way, the City shall notify Licensee of such violation. If the City determines that a default exists with respect to Licensee's conduct, the City shall notify the Licensee of the default, and the Licensee shall cure such default within ten (10) days of receipt of such notice, provided, however, where the default cannot reasonably be cured within such ten (10)-day period, if Licensee proceeds promptly to begin curing the default with due diligence, the time for curing such default shall be extended for such period of time as is reasonably required for Licensee to completely cure such default.

b. If Licensee fails to cure a default within the ten (10)-day period, or within such reasonable extension of the ten (10)-day period as is required to cure such default, the City shall have any and all rights and remedies afforded by law, including, but not limited to, the right to proceed as follows:

(1) Declare this Agreement terminated; or

- (2) Seek specific performance; or
- (3) Cure the default of Licensee by correcting the default and charging the reasonable costs or such work to Licensee; or
- (4) Commence litigation for damages for the default; or
- (5) Obtain an injunction against Licensee continuing to operate its facilities covered by this license until such default is remedied; or
- (6) Any combination of the foregoing remedies, or any other remedies afforded at law or in equity.

22. Liability, Indemnification and Insurance. The Licensee covenants to indemnify, defend, and save the City and its officers, agents and employees, and the City Utilities, harmless from any and all damages arising directly from the exercise of the rights granted herein. The Licensee agrees to require contractors and subcontractors engaged in work for the Licensee within the public right-of-ways or on public property to maintain in effect during the term of work liability insurance in comprehensive form and in the amounts determined under the City of Cedar Falls Insurance Requirements for Contractors, as the same may be modified from time to time. Licensee agrees to accept the risk of having its communications systems and equipment upon the public right-of-way, including the possible risk of damage or injury to its system or equipment, and agrees to release and discharge the City and the City Utilities of any liability for damage or injury to Licensee's equipment, except to the extent caused by the City's or the City Utilities' gross negligence. In no event shall the City or the City Utilities be liable for any consequential damages arising out of any damage or injury to Licensee's equipment placed in the right-of-way.

23. Severability. In the event that a court of competent jurisdiction shall adjudge any provision or provisions hereof invalid or illegal, or direct a change by the Licensee in any matter or thing herein contained, such an invalidity or illegality or change shall in no way affect the remaining provisions of this Agreement or their validity or legality, and this Agreement in all other respects shall continue in full force and effect, as if said provision or provisions had not been so adjudged invalid or illegal, or such change had not been directed, or shall at the City's option, cause a termination of this Agreement.

24. Assignment. Licensee shall not assign or otherwise transfer this Agreement or any of the rights granted to Licensee hereunder to any third party without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Licensee is merged into or consolidated with another entity, or another entity purchases substantially all of the assets of Licensee, then such party into which Licensee is merged or with which Licensee is consolidated or the entity which purchases substantially all of the assets of Licensee shall become the successor to

Licensee upon a showing to the reasonable satisfaction of the City that such third party has the financial capability to perform all of the Licensee's duties and responsibilities provided for in this Agreement, and provided, further, that the rights of Licensee shall not be expanded, increased, or altered by such merger, consolidation or purchase, with such third party being limited to only those rights specifically granted to Licensee pursuant to the terms of this Agreement.

25. Vacation of Public Right-of-Way. As long as Licensee is in compliance with the terms of this Agreement, the City shall not, by ordinance or otherwise, vacate any public rights-of-way in which Licensee has installed its facilities without reserving such rights as may be necessary to allow Licensee the continued use of such property for operation of its facilities in accordance with the terms of this Agreement, provided, however, that nothing in this section shall in any way limit the right of the City to require Licensee to remove and relocate its facilities elsewhere within the public right-of-way as provided for in this Agreement.

26. Transfer of Title. If Licensee abandons its System for a period of twelve (12) months or longer, then at City's option, the City may effectuate a transfer of all Licensee's right, title and interest in and to the System. Abandonment shall be presumed if Licensee has not filed with the office of the City Public Works Department a notice of continued use within thirty (30) days after City's written request for the same, which request shall not be made more than once during any consecutive twelve (12) month period. City shall deliver to Licensee a written notice of City's intent to effectuate a transfer of title, and shall permit Licensee a period of thirty (30) days from the date of the delivery in which to provide written notice of non-abandonment. Absent such action by Licensee, the City may file in the public land record of Black Hawk County, Iowa, a notice of transfer of title. Licensee shall not be entitled to any compensation from the City for a transfer as contemplated by this section.

27. Delivery of Notices. Except as may be expressly provided herein, any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City:	City of Cedar Falls, Iowa Attn: City Clerk 220 Clay Street Cedar Falls, IA 50613
-----------------	---

If to Licensee:	Aureon Network Services Attn: Matthew Weiser 7760 Office Plaza Dr. S West Des Moines, Iowa 50266
-----------------	---

28. Federal, State and Local Laws. This Agreement is subject to all applicable federal, state and local laws, including without limitation, The Communications Act of

1934, as amended, The Telecommunications Act of 1996, as amended, Chapter 480A, Code of Iowa, and Chapter 27, Utilities, of the Code of Ordinances of the City of Cedar Falls, Iowa.

29. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to interpret, construe or enforce this Agreement, the parties hereby agree and consent (a) to irrevocably submit to the jurisdiction and venue of the Iowa District Court in and for Black Hawk County, over any action or proceeding to enforce or defend any matter arising from or related to this Agreement; (b) to irrevocably waive, to the fullest extent a party may effectively do so, the defense of any inconvenient forum to the maintenance of any such action or proceeding; and (c) not to institute any legal action or proceeding against the other party, concerning any matter arising out of or relating to this Agreement, in any court other than the one specified in this section.

30. General Provisions. This Agreement, together with any exhibits referenced herein, together constitute the entire agreement of the parties with respect to the subject matter hereof. It may not be modified or amended except by a written instrument signed by both parties. This Agreement is binding upon the parties and the permitted successors, assigns and transferees of each party.

EXHIBIT A**TEXT DESCRIPTION OF ALIGNMENT FOR AUREON FIBER OPTIC CABLE INSTALLATION IN CEDAR FALLS**

The facility shall consist of one (1) two (2") inch diameter High-Density Polyethylene (HDPE) duct with 96 count fiber cable installed at minimum depths of: sixty (60") inches below public roadways, forty-eight (48") inches below private driveways, and forty-two (42") inch "plan depths" in grassed areas.

In general terms, within the north right-of-way of Orchard Drive and more particularly described as follows:

1. The facility shall begin at a proposed handhole located in the north right-of-way of Orchard Drive at a point being twenty-five and a half (25.5') feet northerly of the Orchard Drive centerline at station 12+06 as shown on sheet "3 of 8", Project No. 2404.265, Exhibit B, a copy of which is attached to this Exhibit A.
2. Thence northerly eight (8') feet to the north right-of-way line of Orchard Drive @ 48" min. depth under the existing sidewalk to station 12+06 & thirty-three (33') feet Rt of Orchard Park centerline as shown on sheet "2 of 4" of said exhibit B.

EXHIBIT B

NOTES

- CONTACT THE CITY OF CEDAR FALLS DEPARTMENT OF PUBLIC WORKS AT 319-273-8629 AT FORTY-EIGHT (48HRS) HOURS PRIOR TO STARTING CONSTRUCTION.
 - THE WORK CONTRACTOR SHALL NOT ALLOW ANY ENTITIES' VEHICLES THAT ARE, IN ANY WAY, ON SITE BECAUSE OF THE PROJECT WORK, TO BE DRIVEN ON ANY RECREATIONAL TRAIL SECTIONS. ANY AND ALL DAMAGED SECTION(S) SHALL BE REPLACED BY THE CONTRACTOR, TO THE SATISFACTION OF THE CITY ENGINEER, AT NO COST TO THE CITY.
- THE CONTRACTOR SHALL NOT PLACE ANY HANDHOLES IN ANY EXISTING OR PLANNED FUTURE SIDEWALK, HANDICAPPED RAMP OR RECREATIONAL TRAIL..
- THE CONTRACTOR SHALL BORE UNDER ALL EXISTING OR PLANNED FUTURE STREETS, ROADS, DRIVEWAYS, SIDEWALKS AND RECREATIONAL TRAILS, AS PER OTHER NOTES, VARIOUS EXISTING AND PLANNED FUTURE UTILITY INFRASTRUCTURES.
- CONTRACTOR PRACTICES AND ALL FINISHED WORK SHALL CONFORM TO THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) PROGRAM, INCLUDING ALL LOCAL GOVERNMENTAL SUPPLEMENTAL SPECIFICATIONS AND CEDAR FALLS SPECIFICATIONS IN EFFECT WITHIN THE APPLICABLE JURISDICTION. ALL AREAS WHERE WORK IS PERFORMED OR AFFECTED BY THE WORK SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THEIR ORIGINAL CONDITION, THE CEDAR FALLS CITY ENGINEER WILL GIVE FINAL DETERMINATION WHETHER ALL "RETURNED CONDITIONS" ARE EQUAL TO OR BETTER THAN THE ORIGINAL AND ACCEPTABLE.
- THE MINIMUM UNDERCROSSING CLEARANCE AT ALL STORM SEWERS AND STORM SEWER CULVERTS SHALL BE TWENTY-FOUR (24") INCHES. THE MINIMUM UNDERCROSSING CLEARANCE UNDER WATERWAYS SHALL BE THIRTY-SIX (36") INCHES.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE FOOT (1') OF HORIZONTAL CLEARANCE FROM STORM SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. THE FIBER OPTIC CABLE SHALL ALWAYS BE PLACED BELOW (UNDERPASS) AN EXISTING STORM SEWER OR POSSIBLE FUTURE STORM SEWER BOTTOM OF PIPE ELEVATION BY A MINIMUM CLEARANCE OF 2'
- THE CONTRACTOR SHALL MAINTAIN AT LEAST FOUR FEET (4') OF HORIZONTAL CLEARANCE FROM SANITARY SEWER PIPES AND STRUCTURES WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE AN EXISTING SANITARY SEWER OR POSSIBLE FUTURE SANITARY SEWER IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE SANITARY SEWER BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- THE CONTRACTOR SHALL MAINTAIN AT LEAST THREE FEET (3') OF HORIZONTAL CLEARANCE AND TWO FEET (2') VERTICAL CLEARANCE FROM WATER MAINS WITH THE ALIGNMENT. WHEN A 2' VERTICAL CLEARANCE ABOVE A WATER MAIN OR SERVICE IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL BE PLACED BELOW (UNDERPASS) THE WATER MAIN OR SERVICE BOTTOM OF PIPE ELEVATION BY THE MINIMUM CLEARANCE OF 2'.
- DISTANCES SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND MATERIALS NEEDED PRIOR TO CONSTRUCTION.
- IOWA STATE LAW REQUIRES EXCAVATORS TO NOTIFY IOWA ONE-CALL AT LEAST 48 (FORTY-EIGHT) HOURS PRIOR TO ALL EXCAVATIONS (EXCLUDING SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS). CONTRACTORS MUST CAREFULLY HAND DIG WITHIN THE 24" SAFETY ZONE WHEN EXPOSING UNDERGROUND UTILITIES. IOWA ONE-CALL DOES NOT MARK ALL PRIVATE UTILITIES.
- THE CONTRACTOR SHALL COMPLY WITH ALL CURRENT AND APPLICABLE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), FEDERAL, STATE, AND LOCAL RULES AND REGULATIONS GOVERNING THE SAFETY OF EMPLOYEES AND PROPER MATERIAL HANDLING DURING THE CONSTRUCTION, INSTALLATION, AND RESTORATIONS ON THIS PROJECT.
- WHEN PLOWING/TRENCHING FOR PLACEMENT OF FIBER OPTIC CABLE OR DUCT, A MARKER TAPE SHALL ALSO BE PLACED 18" BELOW EXISTING SURFACE, DIRECTLY ABOVE THE CABLE OR DUCT BEING PLACED.
- NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED AT ANY TIME OR LEFT OPEN OVERNIGHT.
- THE FOLLOWING SPECIAL PROVISIONS SHALL APPLY TO TRAFFIC REGULATIONS DURING THE ENTIRE EXTENT OF THIS PROJECT WORK:
 - THERE SHALL BE AT ALL TIMES ADEQUATE VEHICLE AND PEDESTRIAN ACCESS FOR INGRESS AND EGRESS FOR THE PROPERTIES ADJACENT TO THE PROJECT WORK.
 - DURING NON-WORKING HOURS THE CONTRACTOR SHALL KEEP THE EXISTING TRAFFIC LANES CLEAR FROM INTERFERENCE, INCLUDING ALL APPROACHES AND INTERSECTIONS.
 - IF LANE BLOCKAGE IS UNAVOIDABLE, THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEERING DIVISION, THE CITY MUNICIPAL OPERATIONS AND PROGRAMS DEPARTMENT, POLICE DEPARTMENT, FIRE DEPARTMENT, AMBULANCE SERVICES, SCHOOL BUS GARAGES AND ALL OTHER AGENCIES OPERATIONS AS APPROPRIATE SO THAT THESE AGENCIES MAY PLAN TO RE-ROUTE THEIR VEHICLES AROUND THE CONSTRUCTION WORK ZONE(S).
- FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED WITHIN A NOTE PERTAINING TO AN INDIVIDUAL UNIQUE AREA ALONG AN ALIGNMENT ON THIS PLAN VIEW SHEET. ALL CONDUITS AND FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND /OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY-TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS PLAN VIEW SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH ANY MINIMUM BURY DEPTH WHETHER IT BE 42" IN GRASSED AREAS, 48" UNDERCROSSING DRIVEWAYS OR 60" UNDERCROSSING STREETS, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITIES BY A MINIMUM CLEARANCE OF 2'.
- PLAN SET / DESIGN DEVELOPMENT BY: CIVIL DESIGN ADVANTAGE-WAYNE HOUSER 515-369-4400
- THE CONTACTS FOR THE CITY OF CEDAR FALLS ENGINEERING DIVISION ARE MATTHEW TOLAN AND DAVE WICKE AT 319-268-5161.
- BACKFILL COMPACTION FOR ALL AREAS EXCAVATED SHALL BE AS PER THE CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CURRENT CITY OF CEDAR FALLS, IOWA SUPPLEMENTAL SPECIFICATIONS AS FOLLOWS: USE NO MORE THAN EIGHT (8") INCH THICK LIFTS FOR BACKFILL AREAS MORE THAN THREE (3') FEET BELOW THE BOTTOM OF PAVEMENT. USE NO MORE THAN SIX (6") INCH THICK LIFTS FOR BACKFILL AREAS LESS THAN OR EQUAL TO THREE (3') FEET BELOW THE BOTTOM OF PAVEMENT. COMPACTION TO AT LEAST 95% OF STANDARD PROCTOR DENSITY WITHIN RIGHT-OF-WAY. OBTAIN REQUIRED COMPACTION WITHIN A SOIL MOISTURE RANGE OF OPTIMUM TO 4% ABOVE OPTIMUM MOISTURE CONTENT. IN AREAS TO REMAIN UNPAVED, TERMINATE BACKFILL MATERIAL EIGHT (8") INCHES BELOW FINISHED GRADE. USE TOPSOIL FOR THE FINAL EIGHT (8") INCHES ABOVE BACKFILL MATERIAL.
- THE CONTRACTOR SHALL COMPLY WITH ALL AUREON POLICIES AND PROCEDURES AND ALL REQUIREMENTS FROM LOCAL PERMITTING AUTHORITIES. THE VARIOUS PERMITS OBTAINED FOR THE PROJECT WILL BE ON FILE IN THE OFFICE OF THE AUREON ENGINEER AND A CITY OF CEDAR FALLS, CITY STAMPED "APPROVAL TO CONSTRUCT" AND SIGNED BY AN AUTHORIZED PERSON W/ THE CEDAR FALLS ENGINEERING DIVISION, COPY SHALL BE AVAILABLE, AT ALL TIMES, AT THE CONSTRUCTION SITE. NO CONSTRUCTION, EXCAVATION OR IMPROVEMENT(S) OF ANY KIND SHALL BEGIN ON THE SURFACE, IN THE SUBSURFACE OR ABOVE THE SURFACE WITHOUT A SIGNED PERMIT FROM THE GOVERNING PERMIT AUTHORITY OR AUTHORITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES FOR THE MAINTENANCE OF STREETS AND OTHER UTILITIES AFFECTED BY CONSTRUCTION OPERATIONS. DEBRIS SHALL NOT BE PERMITTED TO ACCUMULATE AND ALL PREMISES SHALL BE MAINTAINED IN A NEAT AND WORKMANLIKE CONDITION. THE CITY ENGINEER OF THE CITY OF CEDAR FALLS WILL REVIEW ALL PROPOSED DISPOSAL SITES, PRIOR TO THEIR USE, TO DETERMINE ACCEPTABILITY.
- THE CONTRACTOR SHALL TAKE ADEQUATE PRECAUTIONS TO PROTECT EXISTING FACILITIES, SIDEWALKS, CURBS, PAVEMENTS, UTILITIES, FOLIAGE AND ADJOINING PROPERTY AND STRUCTURES OUTSIDE OF THE RIGHT-OF-WAY AND TO AVOID DAMAGE THERETO.
- WHERE HAZARDOUS CONDITIONS EXIST, PROPER SIGNING, FLAGGING, AND BARRICADING SHALL BE PROVIDED AS DIRECTED BY AUREON AND/OR THE CEDAR FALLS CITY ENGINEERING DIVISION. SUPPLEMENTAL SIGNS, FLAG PERSON(S), AND BARRICADES SHALL BE PROVIDED BY THE CONTRACTOR. NO TRENCH OR EXCAVATION SITE SHALL BE LEFT UNATTENDED, AT ANY TIME, OR OPEN OVERNIGHT.
- INNERDUCTS CONTAINING CABLE SHALL BE SEALED AT TERMINATION POINTS USING RUBBER PLUGS AND COMPRESSION BANDS. VACANT INNERDUCTS OR CONDUIT RUNS SHALL BE SEALED AT TERMINATION POINTS WITH RUBBER PLUGS EQUIPED WITH A PULL LINE ATTACHMENT RING ON WHICH TO TERMINATE THE PULL LINE. APPROPRIATE SEALANT COMPOUND SHALL BE USED TO SEAL ANY GAPS.

LEGEND

TELEPHONE PEDESTAL		SIGN		WATERMAIN		STORM SEWER INTAKE	
WATER VALVE		POWER POLE		STORM SEWER		UNDERGROUND CONDUIT	
FIRE HYDRANT		TELEVISION PEDESTAL		SANITARY SEWER		HANDHOLE	
TELEPHONE LINE		SANITARY SEWER MANHOLE		GAS LINE		FIBER OPTIC VAULT	
CABLE TELEVISION LINE		STORM SEWER MANHOLE		ELECTRIC LINE		FIBER OPTIC MANHOLE	
FIBER OPTICS LINE		ROUND STORM SEWER INTAKE		OVERHEAD ELECTRIC LINE			

REVIEWED FOR CODE COMPLIANCE	
No.	2405-411
Dated	6/14/2024
CITY OF CEDAR FALLS PUBLIC WORKS DEPARTMENT ENGINEERING DIVISION	
By:	

City of Cedar Falls Notes:
 *Contractor must submit a Right-Of-Way permit (at no additional cost to the established utility agreement) to Inspection Services at Cedar Falls City Hall or by utilizing www.cf1stop.com
 *Contractor required to pothole and spot every utility crossing and adjacent parallel line along the alignment, including those not explicitly shown on the plans.
 *Contractor shall restore all ROW after all work is complete.
 *This alignment requires approval by the City of Cedar Falls Council prior to approval of any permits in the City of Cedar Falls and prior to start of construction.

AUREON NETWORK SERVICES

CEDAR FALLS, IOWA

UTILITY PROVIDERS - IOWA ONE CALL DESIGN TICKET #552206852:

MEDIACOM
 CONTACT NAME : SCOTT LAGOW
 CONTACT PHONE: 8455449655
 CONTACT EMAIL: CLAGOW@MEDIACOMCC.COM

CEDAR FALLS UTILITIES
 CONTACT NAME : JERALD LUKENSMEYER
 CONTACT PHONE: 3192685330
 CONTACT EMAIL: JERALD.LUKENSMEYER@CFUNET.NET

CITY OF CEDAR FALLS
 CONTACT NAME : TYLER GRIFFIN
 CONTACT PHONE: 3192738600
 CONTACT EMAIL: TYLER.GRIFFIN@CEDARFALLS.COM

CENTURYLINK
 CONTACT NAME : SADIE HULL
 CONTACT PHONE: 9185470147
 CONTACT EMAIL: SADIE.HULL@LUMEN.COM

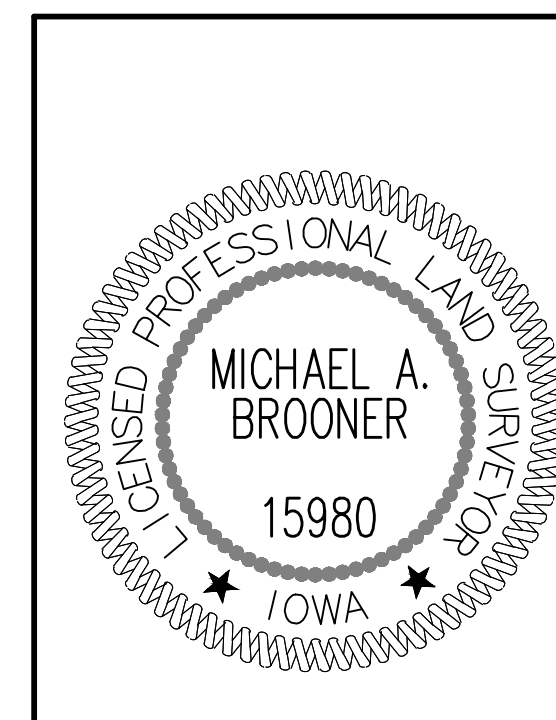
AUREON NETWORK SERVICES
 CONTACT NAME : JEFF KLOCKO
 CONTACT PHONE: 5158300445
 CONTACT EMAIL: JEFF.KLOCKO@AUREON.COM

UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM MAPS AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

PROPOSED:

2" ORANGE CONDUIT = 8' (REFLECTS ESTIMATED VERTICAL AND/ OR CURVED ALIGNMENT SECTION LENGTHS).
 HANDHOLES = 1



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.

6-6-2024
 MICHAEL A. BROONER, P.L.S. DATE

LICENSE NUMBER 15980
 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024
 PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 - 4

Item 23

DATE: 06/06/2024

REVISIONS

FIRST SUBMITTAL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

AUREON

CIVIL DESIGN ADVANTAGE

AUREON - CEDAR FALLS
3621 CEDAR HEIGHTS DRIVE
CEDAR FALLS, IOWA

DATE: 6/06/2024

SHEET NUMBER: 1 / 4

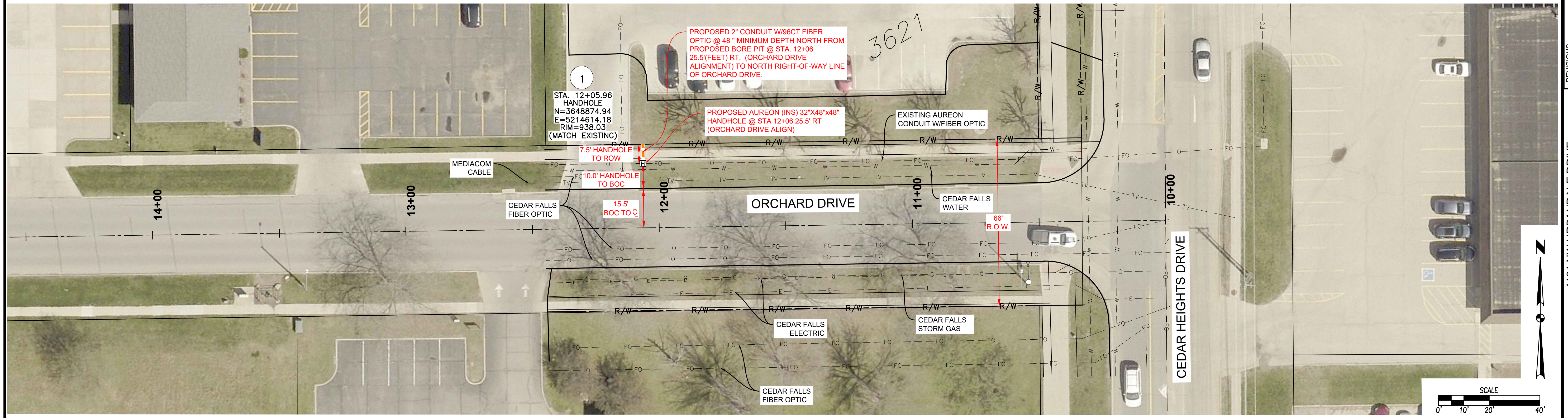
2405.411

168

FILE: H:\2024\2405411\06\2405411-AUREON-VERDIAN CREDIT UNION (CEDAR FALLS).DWG
 PLOTTED BY: CLAGOW YOUNGBLOOM DATE PLOTTED: 6/14/2024 12:28 PM
 PLOT SCALE: 1"=40' PLT COMMENT: ENCL

EXHIBIT B

LENGTH OF UTILITY, IN CEDAR FALLS CITY RIGHT OF WAY	ENDING STA AND OFFSET	BEGINNING STA AND OFFSET	DISTANCE L.F.
BEGINNING @ PROPOSED AUREON HH IN THE NORTH RIGHT-OF-WAY OF ORCHARD DRIVE, THEN BORE NORTH TO THE NORTH RIGHT-OF-WAY LINE OF ORCHARD DRIVE .	12+06 25.5' RT (ORCHARD DR. ALIGN)	12+06 33' RT (ORCHARD DR. ALIGN)	8
TOTAL L.F. OF 2" ORANGE CONDUIT IN CITY OF CEDAR FALLS RIGHT-OF-WAY			8 L.F.



Station	955	950	945	940	935	930	925	920	915	915
0+00										
1+00										

FILE: H:\2024\240541\1\0\1\240541-AUREON-VERDIAN CREDIT UNION (CEDAR FALLS).DWG
 PLOTTED BY: CLAYTON YOUNGBLOOD
 DATE: 6/6/2024 12:28 PM
 PLOTTER: HP DesignJet T1300

DATE: 6/06/2024
REVISIONS:

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

AUREON
CIVIL DESIGN ADVANTAGE

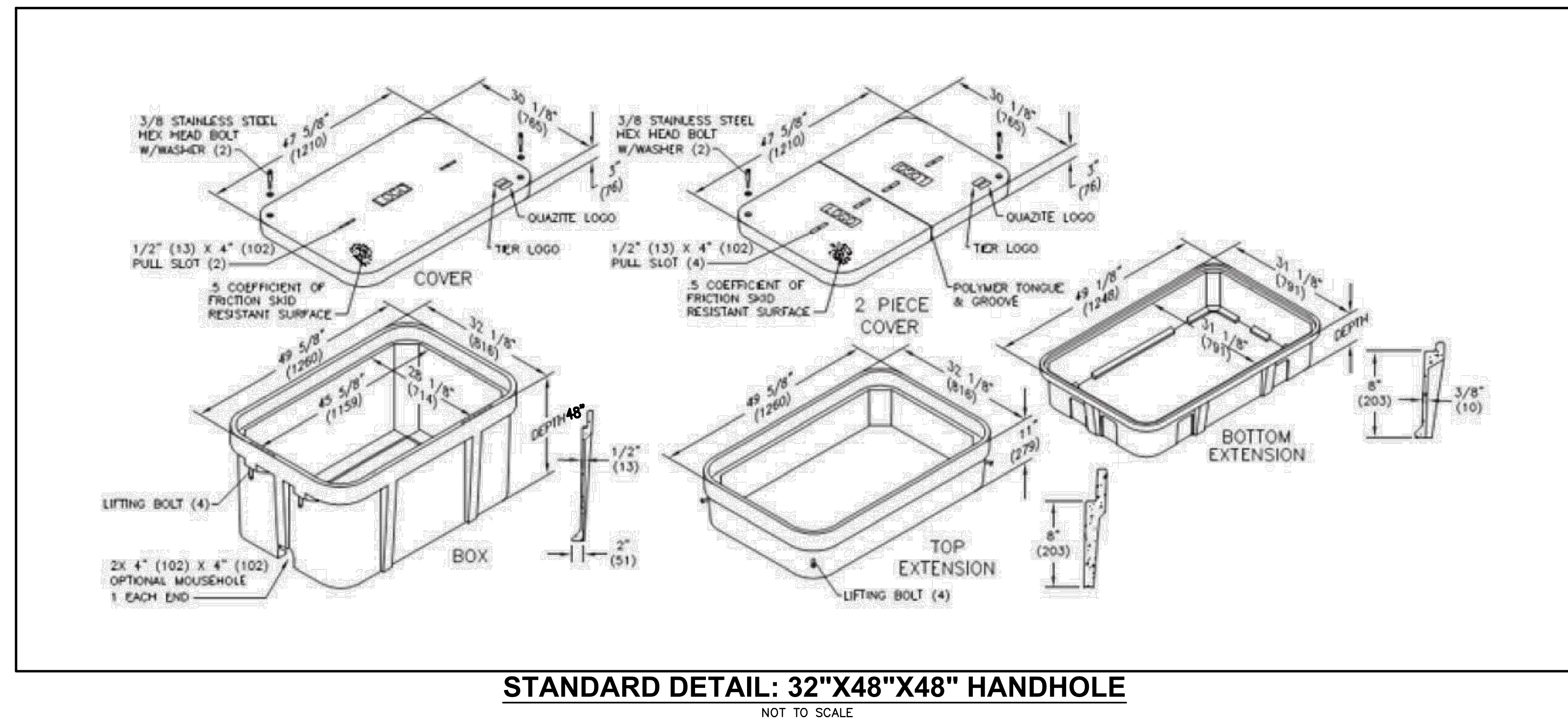
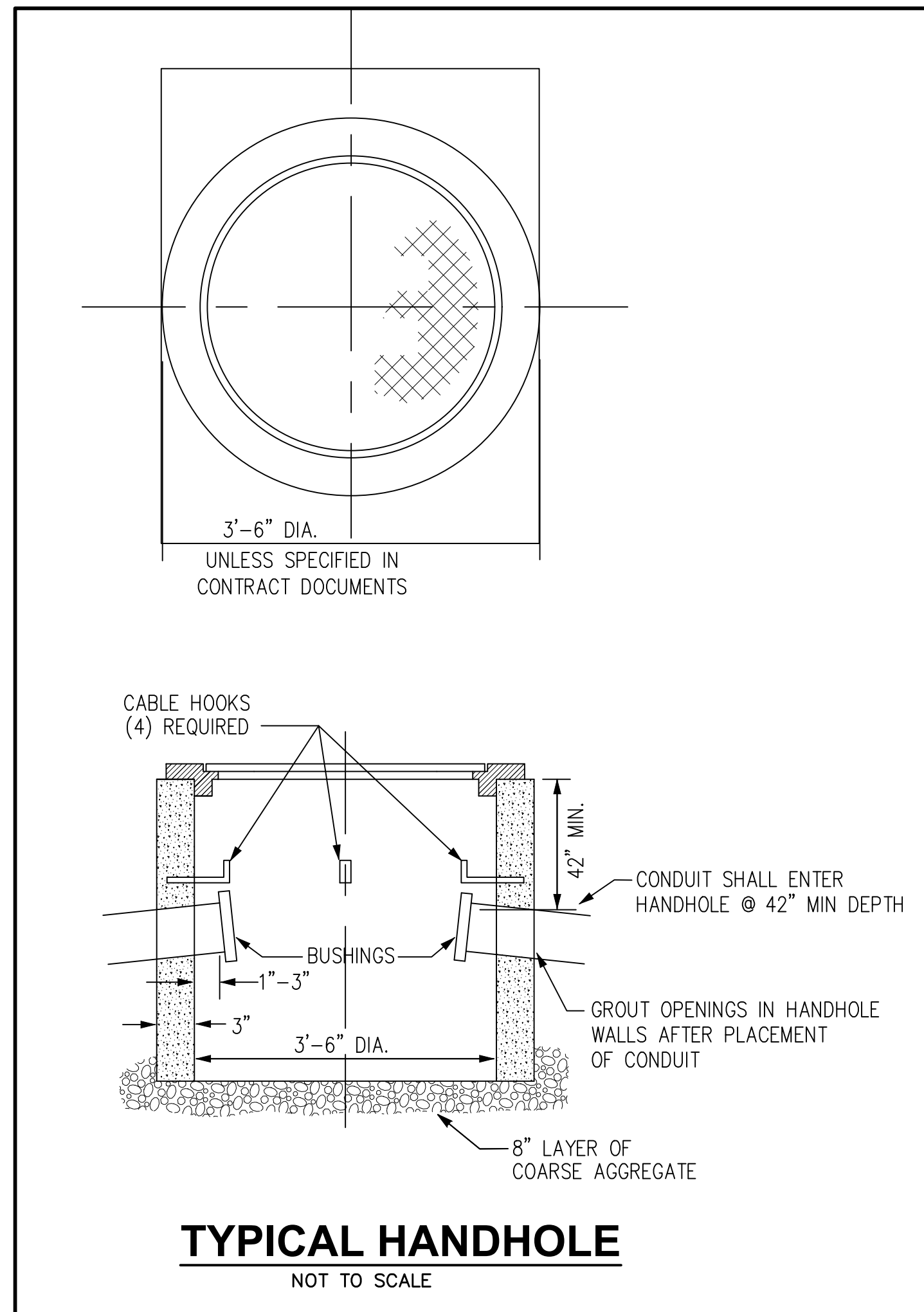
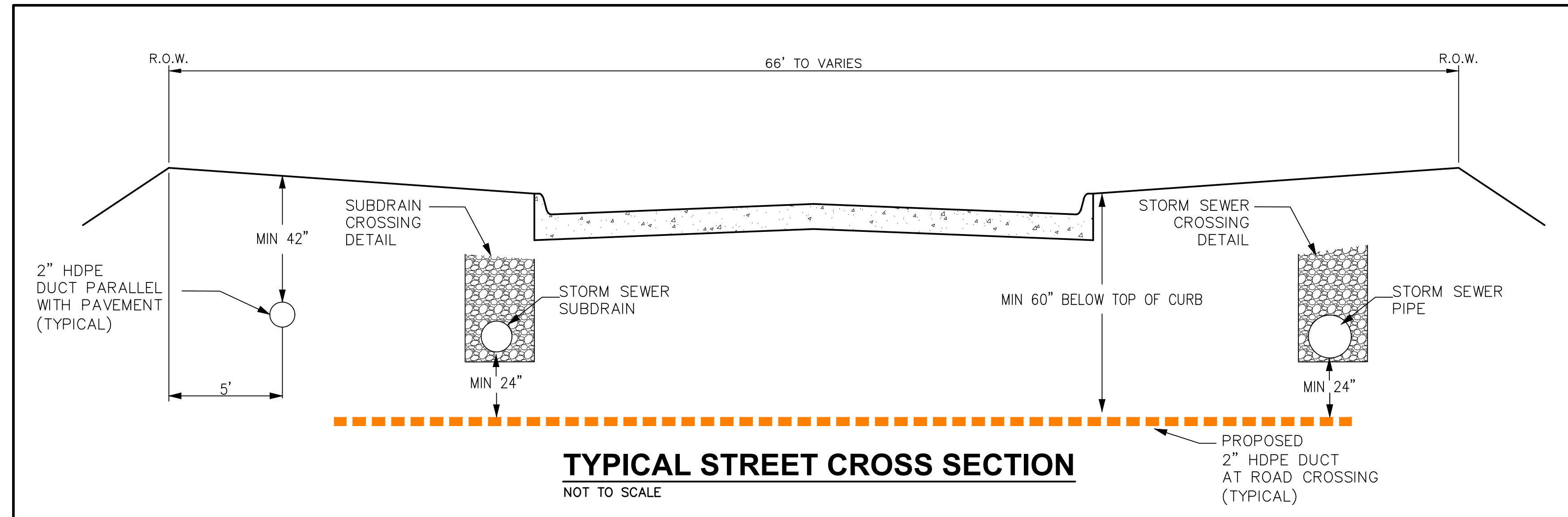
AUREON - CEDAR FALLS
3621 CEDAR HEIGHTS DRIVE

DATE: 6/06/2024
SHEET NUMBER:
2 / 4
2405.411

EXHIBIT B

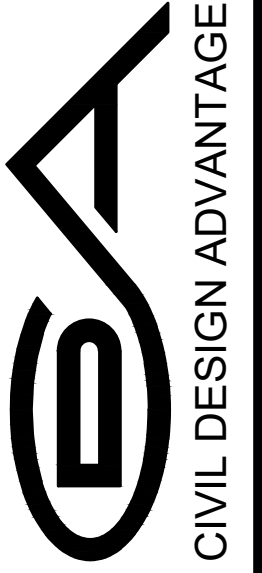
NOTE

FOR ALL PUBLIC RIGHT OF WAY AND PUBLIC PROPERTIES; ALL FIBER OPTIC SHALL BE PLACED AT A MINIMUM DEPTH OF SIXTY (60") INCHES BELOW PUBLIC ROADWAYS AND PUBLIC DITCH LINES, UNLESS OTHERWISE SPECIFIED ON A SHEET OF THE PLAN SET. ALL FIBER OPTIC CABLE SHALL BE PLACED AT A MINIMUM DEPTH OF TWENTY FOUR (24") INCHES BELOW PUBLIC STORM SEWERS, PUBLIC SUBDRAINS, PUBLIC CULVERTS, AND/OR PUBLIC WATERWAYS BEING CROSSED. ALL FIBER OPTIC CABLE IN AREAS WITH GRASS COVER SHALL BE PLACED AT A MINIMUM DEPTH OF FORTY TWO (42") INCHES IN THE PUBLIC RIGHT OF WAY AND AT A MINIMUM DISTANCE OF 2' FROM OTHER UTILITIES, UNLESS OTHERWISE SPECIFIED ON THIS SHEET. WHEN A 2' VERTICAL CLEARANCE ABOVE A UTILITY IS IN CONFLICT WITH A MINIMUM DEPTH BELOW GRADE, THE FIBER OPTIC CABLE SHALL UNDERPASS THE UTILITY BY A MINIMUM CLEARANCE OF 2'.



DATE	REVISIONS
06/06/2024	FIRST SUBMITTAL

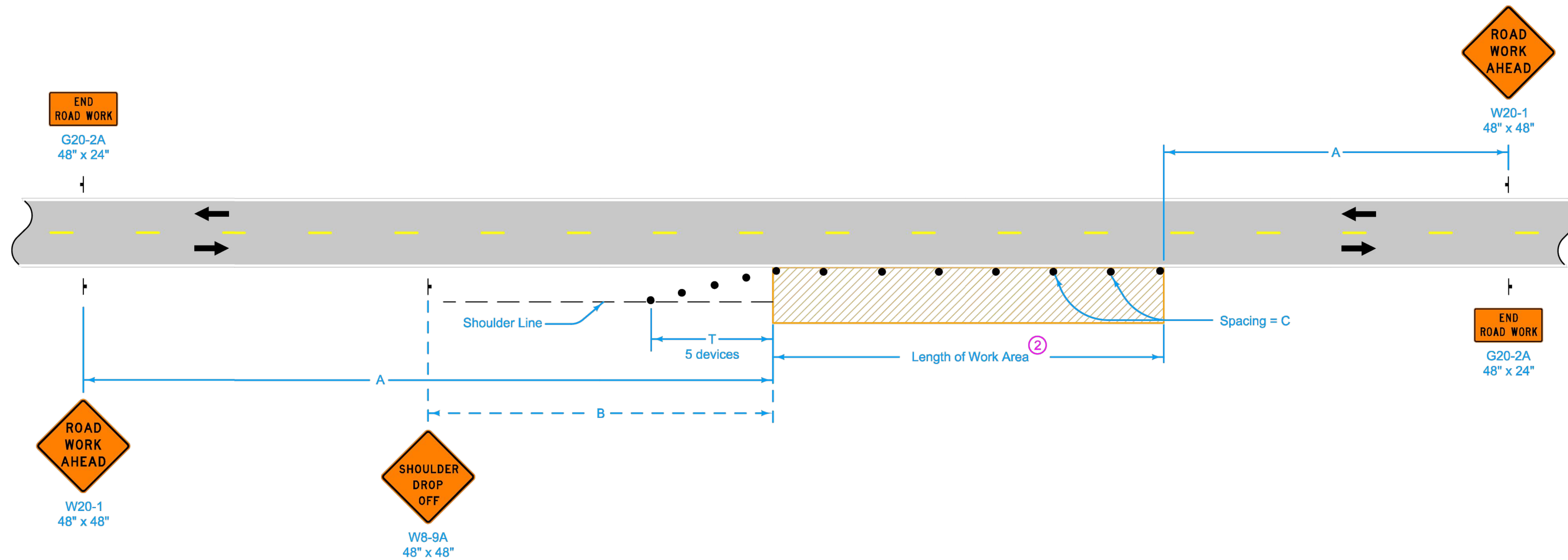
4121 NW URBANDALE DRIVE
 URBANDALE, IA 50322
 PHONE: (515) 369-4400



CIVIL DESIGN ADVANTAGE
 CEDAR FALLS, IOWA

AUREON - CEDAR FALLS
 3621 CEDAR HEIGHTS DRIVE

EXHIBIT B



LEGEND

- Traffic Sign
- 42" Channelizer
- Work Area
- Direction of Traffic

SPEED LIMIT (mph)	A	B	C ^②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ^①	200'
50 or greater	1000'	500'	100' ^①	200'

When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

- ① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.
- ② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:
Traffic Control

	REVISION
	8 04-21-15
STANDARD ROAD PLAN	TC-202
SHEET 1 of 1	
<small>REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.</small>	
<small>APPROVED BY DESIGN METHODS ENGINEER</small>	
WORK WITHIN 15 FT OF TRAVELED WAY	

FILE: H:\2024\240541\WORK\240541-AUREON-VERDIAN CREDIT UNION (CEDAR FALLS).DWG
 PLOTTED BY: CLAYTON YOUNGBLOOD
 DATE: 6/6/2024 12:29 PM
 PLOT: 171

DATE	6/06/2024
REVISIONS	
FIRST SUBMITTAL	

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

AUREON
CIVIL DESIGN ADVANTAGE

ESA
CIVIL DESIGN ADVANTAGE
CEDAR FALLS, IOWA

AUREON - CEDAR FALLS
3621 CEDAR HEIGHTS DRIVE

DATE: 6/06/2024
SHEET NUMBER: 4 / 4
2405.411

RESOLUTION NO.

**RESOLUTION APPROVING AND ACCEPTING THREE WARRANTY DEEDS
IN CONJUNCTION WITH THE NORTH CEDAR HEIGHTS AREA
RECONSTRUCTION PROJECT**

WHEREAS, City Staff has recommended to the City Council of the City of Cedar Falls, Iowa, that three Warranty Deeds, from Jon R. & Carol A. Reese and James R. & Laurinda K. Young, Leonard W. & Maureen L. Corpman, and Gregory L. & Jayne M. Greco, in conjunction with the North Cedar Heights Area Reconstruction Project, Project No. RC-092-3271, Parcels 220, 225, and 226, be approved and accepted, and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interest of the City of Cedar Falls, Iowa, to approve and accept said Warranty Deeds.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that said Warranty Deeds, are hereby approved and accepted.

ADOPTED this 1st day of July, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

WARRANTY DEED
(Several Grantors)
Recorder's Cover Sheet

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Grantors:

Jon R. Reese and Carol A. Reese, husband and wife

And

James R. Young and Laurinda K. Young, husband and wife

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Jon R. Reese and Carol A. Reese, husband and wife, and James R. Young and Laurinda K. Young, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Acquisition Plat and Legal Description attached.

Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 6-10-24

Jon R. Reese, Grantor

Carol A. Reese, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on JUNE 10th, 2024 by
Jon R. Reese and Carol A. Reese, husband and wife



Signature of Notary Public


James R. Young, Grantor


Laurinda K. Young, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on June 10, 2024 by
James R. Young and Laurinda K. Young, husband and wife.



Signature of Notary Public



RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: JAMES R. YOUNG & LAURINDA K. YOUNG & JON R & CAROL REESE COUNTY PARCEL NO. 8913-18-277-010
1713 E. RIDGEWOOD DR.
CEDAR FALLS, IOWA

PROJECT PARCEL: 220

DESCRIPTION:

PART OF LOT 2, DIVISION 1*, OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 63°56'42" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE, 36.31 FEET; THENCE NORTH 25°43'35" EAST, 0.62 FEET; THENCE SOUTH 67°19'43" EAST, 19.93 FEET; THENCE EASTERLY AN ARC LENGTH OF 25.57 FEET ALONG A 20.97 FOOT RADIUS CURVE, CONCAVE NORTHERLY, HAVING A LONG CHORD OF NORTH 80°13'02" EAST, 24.02 FEET; THENCE SOUTH 45°40'51" EAST 2.12 FEET TO THE WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE; THENCE SOUTH 44°29'17" WEST ALONG SAID WESTERLY RIGHT-OF-WAY OF RIDGEWOOD DRIVE, 16.01 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 127 SQUARE FEET.

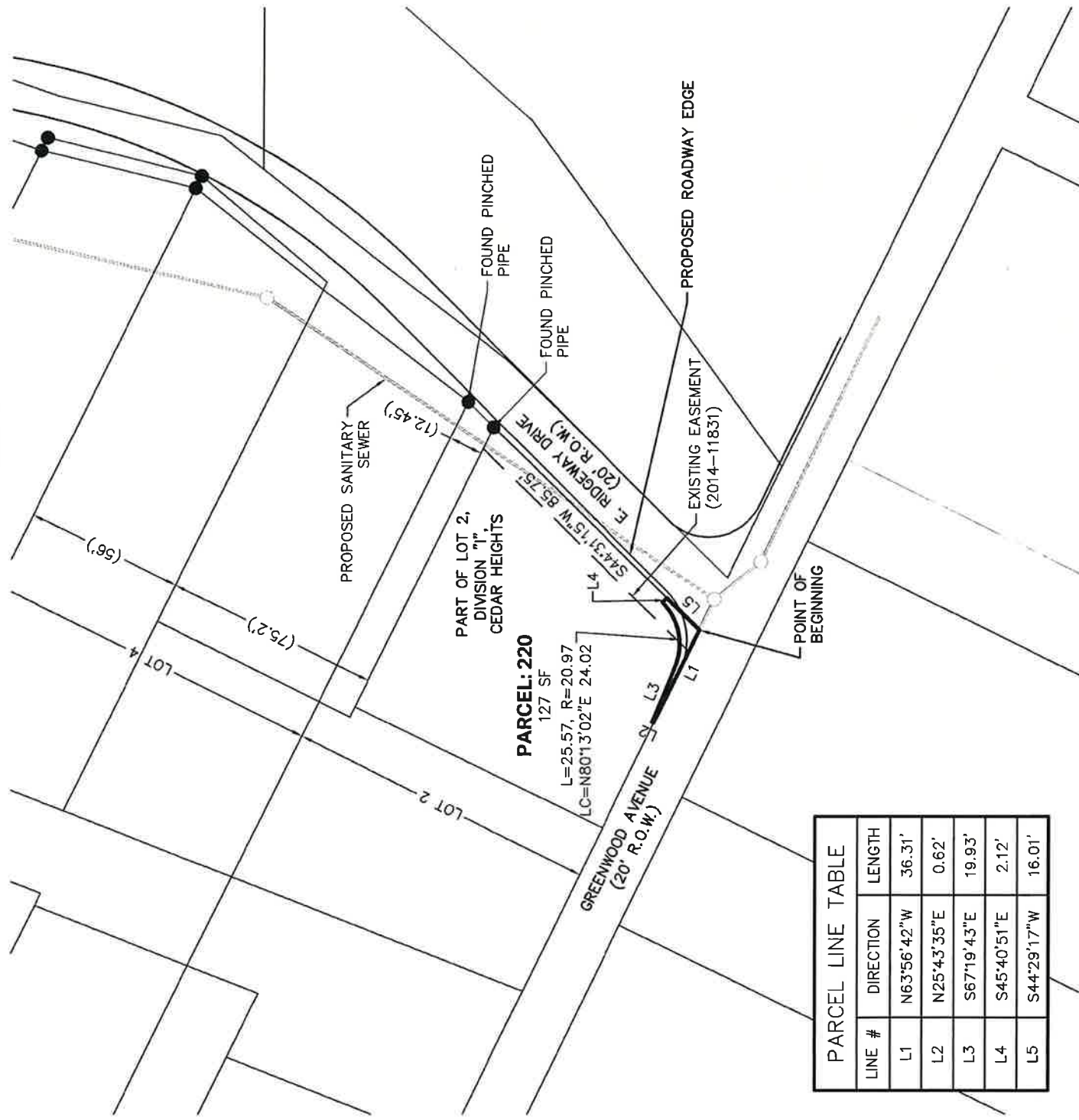
BEARINGS ARE BASED ON THE NORTHERLY RIGHT-OF-WAY LINE OF GREENWOOD AVENUE BEARING NORTH 63°56'42" WEST.

INDEX LEGEND	
LOCATION:	PART OF LOT 2, CEDAR HEIGHTS
REQUERSTOR:	DIVISION "P"
PROPRIETOR:	CITY OF CEDAR FALLS, IOWA
SURVEYOR:	JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE
SURVEY PREPARED BY:	AARON MUELLER
RESPOND TO:	AECOM 501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: JAMES R & LAURINDA K YOUNG & JON R & CAROL A REESE COUNTY PARCEL NO. 8913-18-277-010
1713 E. RIDGEWOOD DR.
CEDAR FALLS, IOWA

PROJECT PARCEL: 220
NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13



PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N63°56'42"W	36.31'
L2	N25°43'35"E	0.62'
L3	S67°19'43"E	19.93'
L4	S45°40'51"E	2.12'
L5	S44°29'17"W	16.01'

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 Land Surveyor under the laws of the State of Iowa.

AARON L. MUELLER Date: **MARCH 1, 2024**

License number: 21428 My license renewal date is December 31, 2024

Pages or sheets covered by this seal: SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
 - SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
 - MEASURED DIMENSION RECORD DIMENSION
- S 44°31'15" W 85.75' (75.2')
- SCALE IN FEET
0 25 50 75 100
1" = 50'
- REFERENCE DOCUMENTS:
2015-001812



WARRANTY DEED

(Several Grantors)

Recorder's Cover Sheet

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Grantors:

Gregory L. Greco and Jayne M. Greco, husband and wife

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Gregory L. Greco and Jayne M. Greco, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:



See Acquisition Plat and Legal Description attached.

Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: June 11, 2024

Gregory L. Greco, Grantor

Jayne M. Greco, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on June 11, 2024 by Gregory L. Greco and Jayne M. Greco, husband and wife.




Signature of Notary Public

INDEX LEGEND	
LOCATION:	PART OF LOTS 5 & 6, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	GREGORY L & JAYNE M GRECO
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

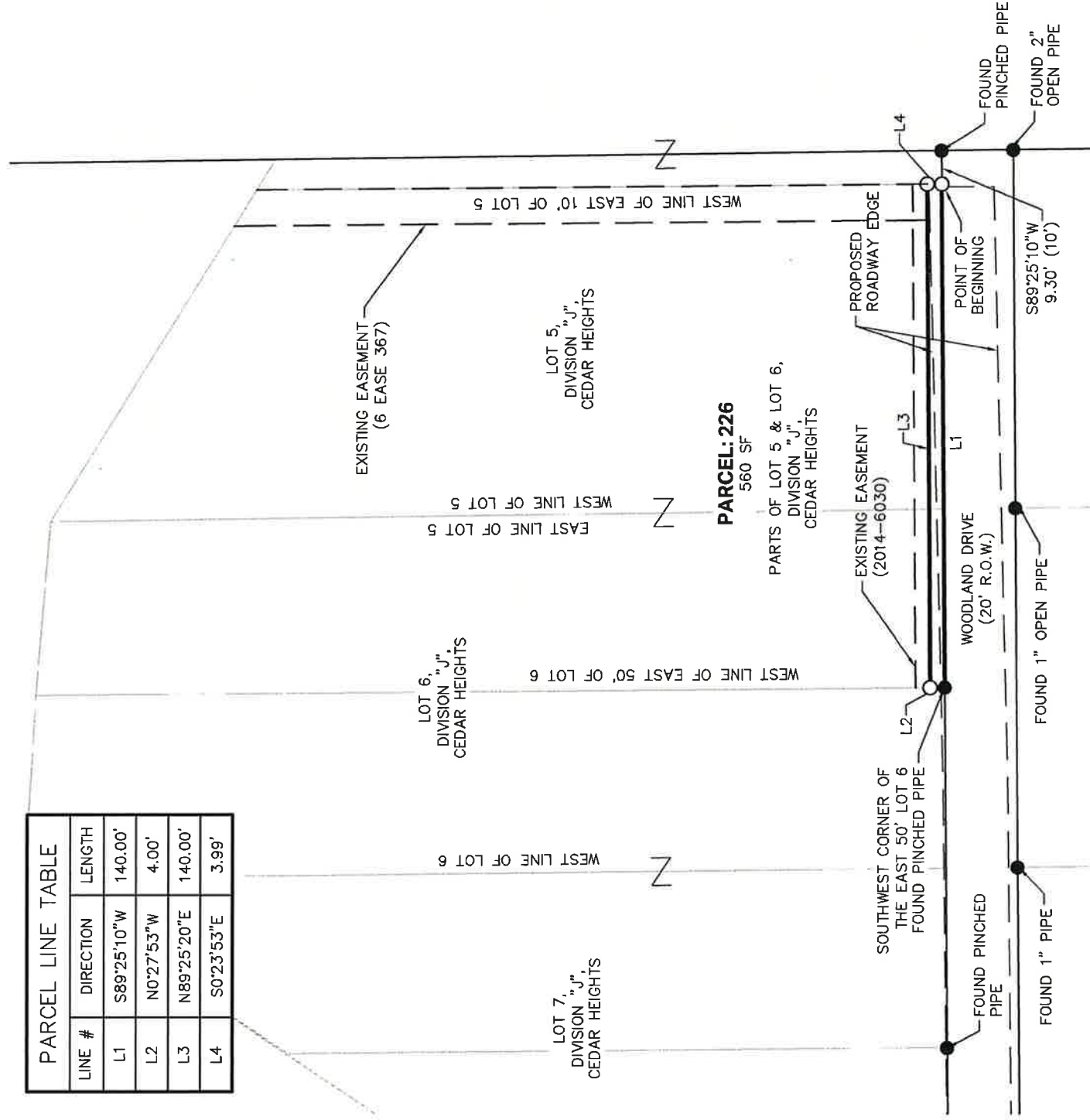
**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: GREGORY L & JAYNE M GRECO
2424 WOODLAND DR.
CEDAR FALLS, IOWA

COUNTY PARCEL NO. 8913-18-228-020

PROJECT PARCEL : 226
NE 1/4 OF SECTION: 18 TOWNSHIP: 89 RANGE: 13

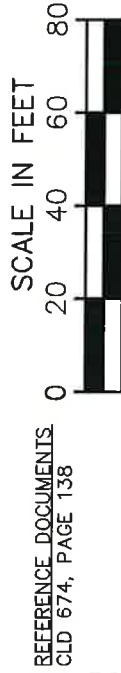
PARCEL LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°25'10"W	140.00'
L2	N0°27'53"W	4.00'
L3	N89°25'20"E	140.00'
L4	S0°23'53"E	3.99'



LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION RECORD DIMENSION

S 89°25'10" E 9.30' (10')



REFERENCE DOCUMENTS
CLD 674, PAGE 138

	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 Land Surveyor under the laws of the State of Iowa.	
	AARON L. MUELLER License number 21428	MARCH 11, 2024 Date
My license renewal date is December 31, 2024		Pages or sheets covered by this seal: SHEET 1 OF 2 & SHEET 2 OF 2

AECOM

RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: GREGORY L. GRECO & JAYNE M. GRECO COUNTY PARCEL NO. 8913-18-228-020
2424 WOODLAND DRIVE
CEDAR FALLS, IOWA

PROJECT PARCEL: 226

DESCRIPTION:

PARTS OF LOT 5 AND LOT 6, DIVISION "J" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 9.30 FEET (RECORD 10') TO THE SOUTHWEST CORNER OF THE EAST 10 FEET OF LOT 5, THE POINT OF BEGINNING; THENCE NORTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 140.00 FEET TO THE SOUTHWEST CORNER OF THE EAST 50 FEET OF SAID LOT 6; THENCE NORTH 00°27'53" WEST ALONG THE WEST LINE OF THE EAST 50 FEET OF SAID LOT 6, 4.00 FEET; THENCE NORTH 89°25'20" EAST, 140.00 FEET TO THE WEST LINE OF THE EAST 10 FEET OF SAID LOT 5; THENCE SOUTH 00°23'53" EAST ALONG THE WEST LINE OF THE EAST 10 FEET OF SAID LOT 5, 3.99 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 560 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.

WARRANTY DEED
(Several Grantors)
Recorder's Cover Sheet

Preparer Information: Kevin Rogers, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

Taxpayer Information: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Return Document To: City Clerk, 220 Clay Street, Cedar Falls, IA 50613

Grantors:

Leonard W. Corpman and Maureen L. Corpman, husband and wife

Grantees: City of Cedar Falls, Iowa

Legal Description: See Page 2

Document or instrument number of previously recorded documents:



WARRANTY DEED
(Several Grantors)

For the consideration of One Dollar(s) and other valuable consideration, Leonard W. Corpman and Maureen L. Corpman, husband and wife, do hereby Convey to City of Cedar Falls, Iowa, a municipal corporation organized and existing under the laws of Iowa, the following described real estate in Black Hawk County, Iowa:

See Acquisition Plat and Legal Description attached.

Subject to easements, restrictions, covenants, ordinances, and limited access provisions of record.

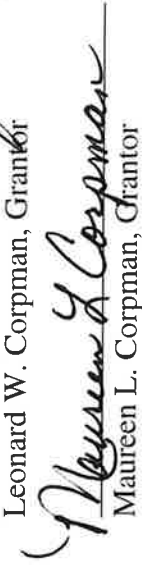
There is no known burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: 6-13-2024


Leonard W. Corpman, Grantor


Maureen L. Corpman, Grantor

STATE OF IOWA, COUNTY OF BLACK HAWK

This record was acknowledged before me on JUNE 13, 2024 by Leonard W. Corpman and Maureen L. Corpman, husband and wife.


Signature of Notary Public

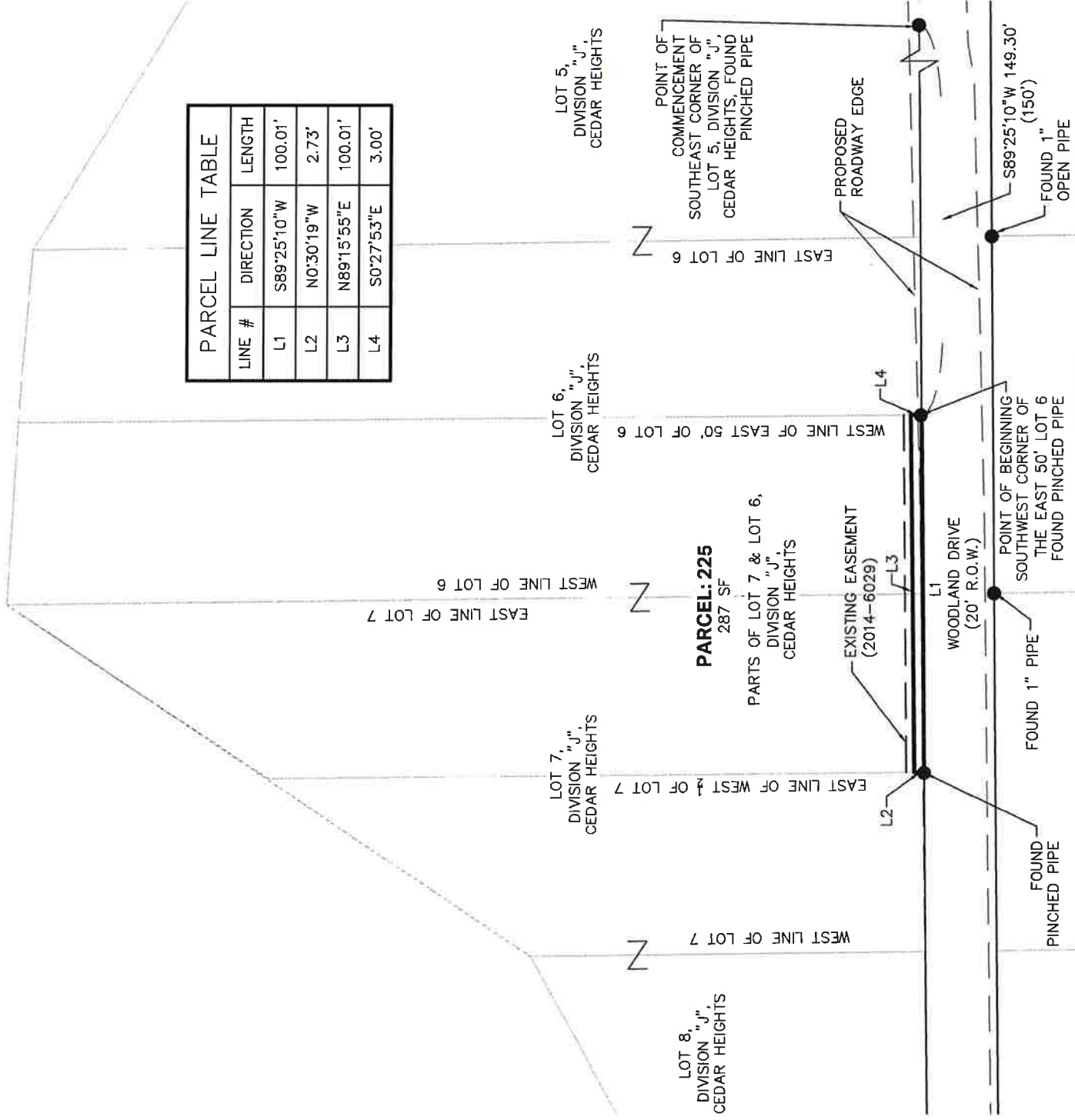


INDEX LEGEND	
LOCATION:	PART OF LOTS 6 & 7, CEDAR HEIGHTS DIVISION "J"
REQUESTOR:	CITY OF CEDAR FALLS, IOWA
PROPRIETOR:	LEONARD W & MAUREEN L CORPMAN
SURVEYOR:	AARON MUELLER
SURVEY PREPARED BY:	AECOM
RESPOND TO:	501 SYCAMORE STREET, SUITE 222 WATERLOO, IOWA 50703 PHONE 319-232-6531 AARON.MUELLER@AECOM.COM

**RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA**

OWNER: LEONARD W & MAUREEN L CORPMAN COUNTY PARCEL NO. 8913-18-228-014
2418 WOODLAND DR.
CEDAR FALLS, IOWA

PROJECT PARCEL: 225 TOWNSHIP: 89 RANGE: 13
NE 1/4 OF SECTION: 18



LINE #	DIRECTION	LENGTH
L1	S89°25'10"W	100.01'
L2	N0°30'19"W	2.73'
L3	N89°15'55"E	100.01'
L4	S0°27'53"E	3.00'

**LICENSED
LAND SURVEYOR**
AARON L. MUELLER
21428
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 Land Surveyor under the laws of the State of Iowa.

AARON L. MUELLER Date **MARCH 11, 2024**

License number 21428
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
SHEET 1 OF 2 & SHEET 2 OF 2

LEGEND:

- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 24" REBAR w/YELLOW PLASTIC ID CAP #21428
- MEASURED DIMENSION RECORD DIMENSION

S 23°45'25" E 59.58' (59.6')
REFERENCE DOCUMENTS
CLD 673, PG 987



AECOM

RIGHT OF WAY ACQUISITION PLAT
CEDAR HEIGHTS AREA RECONSTRUCTION PROJECT - RC-092-3271
CEDAR FALLS, IOWA

OWNER: LEONARD W. CORPMAN & MAUREEN L. CORPMAN COUNTY PARCEL NO. 8913-18-228-014
2418 WOODLAND DRIVE
CEDAR FALLS, IOWA

PROJECT PARCEL: 225

DESCRIPTION:

PARTS OF LOT 6 AND LOT 7, DIVISION "J" OF CEDAR HEIGHTS IN THE CITY OF CEDAR FALLS, BLACK HAWK COUNTY, IOWA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, DIVISION "J", CEDAR HEIGHTS; THENCE SOUTH 89°25'10" WEST ALONG THE NORTH RIGHT-OF-WAY OF WOODLAND DRIVE, 149.30 FEET (RECORD 150') TO THE SOUTHEAST CORNER OF THE EAST 50 FEET OF SAID LOT 6, THE POINT OF BEGINNING; THENCE NORTH 89°37'50" WEST, 100.01 FEET TO THE EAST LINE OF THE WEST HALF OF SAID LOT 7; THENCE NORTH 00°30'19" WEST ALONG THE EAST LINE OF THE WEST HALF OF SAID LOT 7, 2.73 FEET; THENCE NORTH 89°15'55" EAST, 100.01 FEET TO THE WEST LINE OF THE EAST 50 FEET OF SAID LOT 6; THENCE SOUTH 00°27'53" EAST ALONG THE WEST LINE OF THE EAST 50 FEET OF SAID LOT 6, 3.00 FEET TO THE POINT OF BEGINNING.

THIS ACQUISITION CONTAINS 287 SQUARE FEET.

BEARINGS ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WOODLAND DRIVE BEARING SOUTH 89°25'10" WEST.



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: July 1, 2024
SUBJECT: Setting Public Hearing date to consider offers to purchase and to convey vacated Alley right-of-way abutting 1307 Longview Street

REQUEST: Consideration of offer(s) to purchase and to convey vacated portion of alley ROW abutting 1307 Longview Street (Case #VAC24-001)

LOCATION: 1,799 sq. ft. of public right-of-way located West of Pine Street, East of Longview Court between Longview Street and Cedar Street.

PROPOSAL

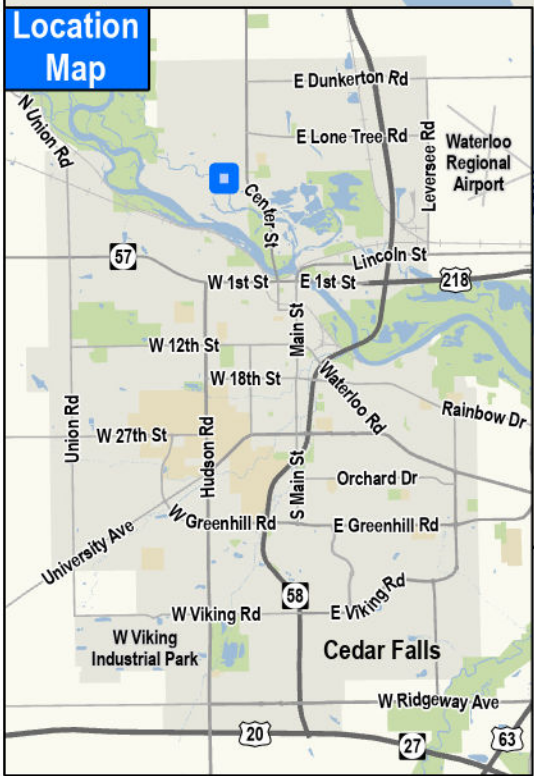
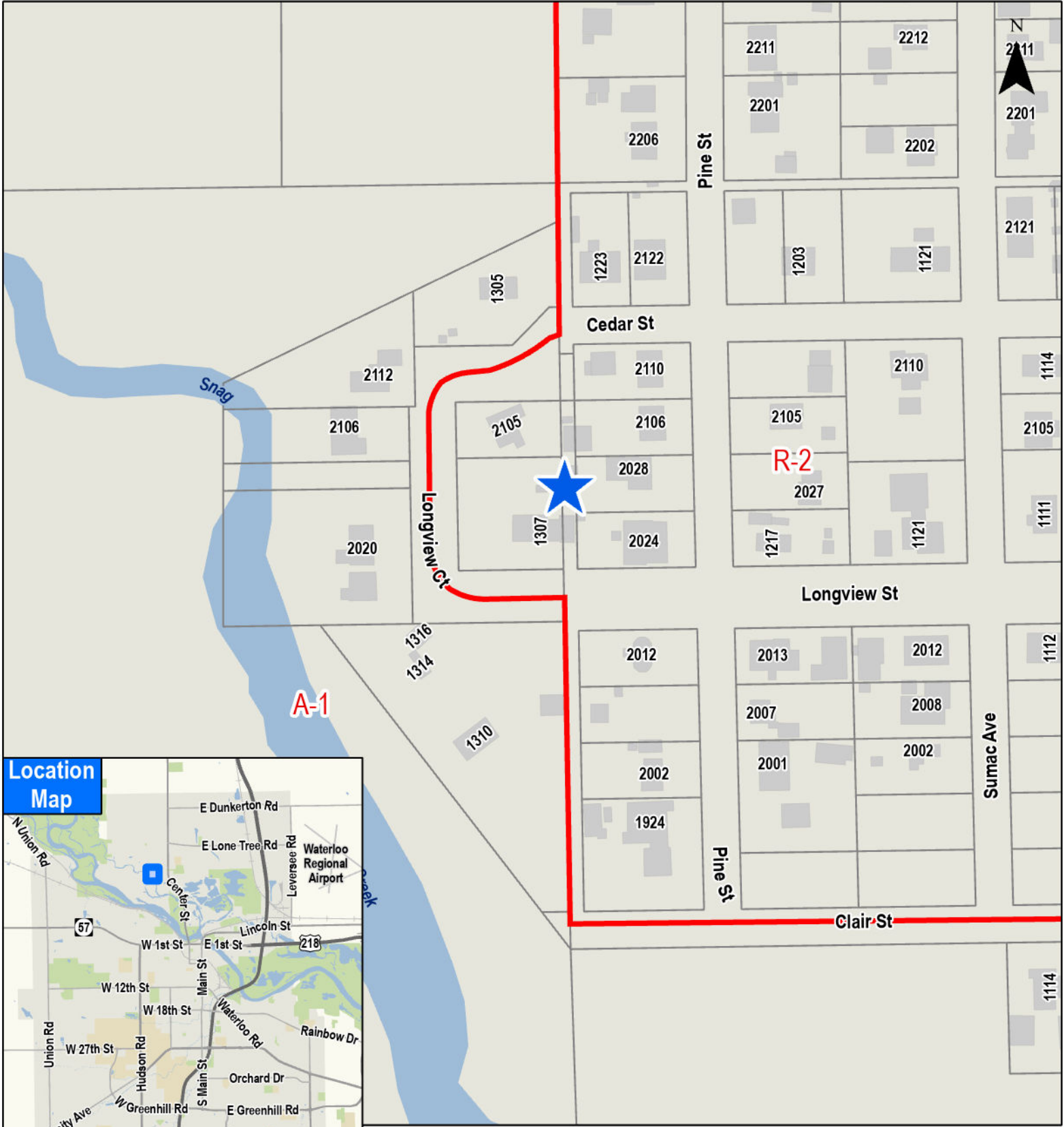
Arthur Hesse requested a vacation of the portion of the public alley that abuts his property at 1307 Longview Street with the intent to purchase the vacated right-of-way at fair market value. The applicant's garage was built on the unimproved alley years ago. Purchasing the vacated alley abutting his property will allow Mr. Hesse to establish clear title to the land where his garage is constructed. The unimproved alley extends from Cedar Street to Longview Street, west of Pine Street, east of Longview Court. After a hearing on May 20, 2024, and three readings, the City Council adopted an ordinance to vacate said portion of the alley on June 17, 2024. As per Iowa Code Section 306.23, the City notified persons who were to be given preference to purchase the vacated right-of-way. Fair market value has been established through an appraisal at \$4500.00. Offers are due to the City Clerk by July 8, 2024 at 1:00 PM.

RECOMMENDATION TO SET PUBLIC HEARING DATE

The vacation plat is attached to this report which indicates the area that has been vacated and is being made available for purchase. Staff recommends the City Council set a public hearing date for July 15, 2024 to consider qualified offers to purchase the vacated right-of-way and to consider conveyance of said property to a qualified buyer whose offer equals or exceeds fair market value, with the City reserving the right to reject all offers if no offers are received that are equal to or exceed fair market value.

Attachments: Resolution setting the public hearing date
 Right-of-Way Vacation Exhibit

Location Map



**Vacation and Conveyance of
Alley ROW abutting 1307 Longview St.
(VAC24-001)**

Prepared by: Michelle Pezley, Planner III, 220 Clay St., Cedar Falls, IA 50613 (319) 273-8600

RESOLUTION NO. _____

RESOLUTION DIRECTING PUBLICATION OF NOTICE AND SETTING DATE FOR PUBLIC HEARING ON A PROPOSAL TO CONVEY A PORTION OF ALLEY RIGHT-OF-WAY BETWEEN LONGVIEW STREET AND CEDAR STREET IN CEDAR FALLS, IOWA

WHEREAS, the Planning and Zoning Commission of the City of Cedar Falls, Iowa, has recommended to the City Council of the City of Cedar Falls, Iowa, the vacation of a portion of alley right-of-way abutting the property located at 1307 Longview Street in Cedar Falls, as legally described below, subject to any easements of record; and

WHEREAS, the City Council held a public hearing on May 20, 2024, regarding an ordinance to vacate said portion of alley right-of-way between Longview Street and Cedar Street, with the intent to make this land available for sale and conveyance according to State law; and

WHEREAS, on June 17, 2024, the City Council adopted an ordinance vacating the portion of alley right-of-way between Longview Street and Cedar Street, as described below.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cedar Falls, Iowa, that the City Clerk is hereby authorized and directed to publish notice of a public hearing to be held in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, at 7:00 p.m. on the 15th day of July, 2024, to consider all offers to purchase the vacated right-of-way, legally described below, the fair market value of which has been established at \$4,500.00, from persons qualified under provisions of Section 306.23, Iowa Code, and to consider conveyance of the following described property to a qualified person whose offer meets or exceeds fair market value:

LEGAL DESCRIPTION

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (02), TOWNSHIP EIGHTY-NINE NORTH (89N) RANGE FOURTEEN WEST (R14W), OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR FALLS, BLACK HAWK COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 54, BRUHN'S SUBDIVISION; THENCE N01°24'46"W 59.91 FEET ALONG THE WEST LINE OF SAID LOT 54 TO THE SOUTHWEST CORNER OF LOT 53, SAID SUBDIVISION; THENCE N01°24'46"W 60 FEET ALONG THE WEST LINE OF SAID LOT 53 TO THE NORTHWEST CORNER OF SAID LOT 53; THENCE S89°13'49"W 15 FEET ALONG THE WESTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 53 TO THE NORTHEAST CORNER OF PARCEL DESCRIBED IN LAND DEED 569, PAGE 774 IN THE BLACK HAWK COUNTY RECORDER'S OFFICE. THENCE S01°24'46"E 119.93 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE WESTERLY EXTENSION

OF THE SOUTH LINE OF AFORESAID LOT 54; THENCE N89°11'57"E 15 FEET ALONG SAID WESTERLY EXTENSION OF THE POINT OF BEGINNING, CONTAINING 1799 SQUARE FEET.

ADOPTED this 1st day of July 2024.

Daniel Laudick, Mayor

ATTEST: _____
Kim Kerr, CMC, City Clerk

For County Recorder's use.

INDEX LEGEND

General Description: Part of NE 1/4 of Sec. 02--T89N--R14W, Cedar Falls
 Surveyor: David L. Scheil (#16775)
 Surveying Company: Wayne Claassen Engineering & Surveying, Inc.
 2705 University Avenue (P.O. Box 898)
 Waterloo, Iowa 50704
 (319)235-6294
 Survey Requested By: Arthur J. Hesse
 Proprietor: Arthur J. Hesse

PLAT OF SURVEY

SHEET 1 OF 2

Parcel "B"
 Part of NE 1/4 of Sec. 02--T89N--R14W,
 Cedar Falls, Black Hawk County, Iowa
 Survey for: Arthur J. Hesse
 Proprietor: Arthur J. Hesse

LEGAL DESCRIPTION Parcel "B"

That part of the Northeast Quarter (NE1/4) of Section Two (02), Township Eighty-nine North (T89N), Range Fourteen West (R14W), of the Fifth Principal Meridian, Cedar Falls, Black Hawk County, Iowa, described as follows:

Beginning at the Southwest corner of Lot Fifty-four (54), Bruhn's Subdivision;
 thence N01°24'46"W Fifty-nine and Ninety-one Hundredths (59.91) feet along the West line of said Lot Fifty-four (54) to the Southwest corner of Lot Fifty-three (53), said Subdivision;
 thence N01°24'46"W Sixty (60.00) feet along the West line of said Lot Fifty-three (53) to the Northwest corner of said Lot Fifty-three (53);
 thence S89°13'49"W Fifteen (15.00) feet along the Westerly extension of the North line of said Lot Fifty-three (53) to the Northeast corner of Parcel Described in Land Deed 569, Page 774 in the Black Hawk County Recorder's Office;
 thence S01°24'46"E One Hundred Nineteen and Ninety-three Hundredths (119.93) feet along the West line of said Parcel to the Westerly extension of the South line of aforesaid Lot Fifty-four (54);
 thence N89°11'57"E Fifteen (15.00) feet along said Westerly extension to the point of beginning containing 1799 square feet.

NOTES:

1. The basis of bearings for this Plat of Survey is the West line of Lot 54 assigned a bearing of N01°24'46"W as per Iowa State Plane Coordinate System, North Zone, 2011 adjustment.

This Plat or Subdivision has been reviewed by (City of Cedar Falls)

Signature of (City of Cedar Falls)
 Zoning Ordinance Administrator

Date

CES FILE NO. 2837

CERTIFICATION

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

Date of Survey, February 7, 2024

Signature: David L. Scheil, P.L.S.

Date: _____, 20____ License No. 16775

Pages or Sheets Covered by this Seat: 2

My license renewal date is December 31, 2024

SMC

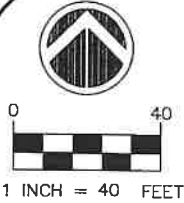
WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.
P.O. BOX 898 WATERLOO, IOWA 50704-0898

PHONE: (VOICE) 319-235-6294
(FAX) 319-235-0028

PLAT OF SURVEY

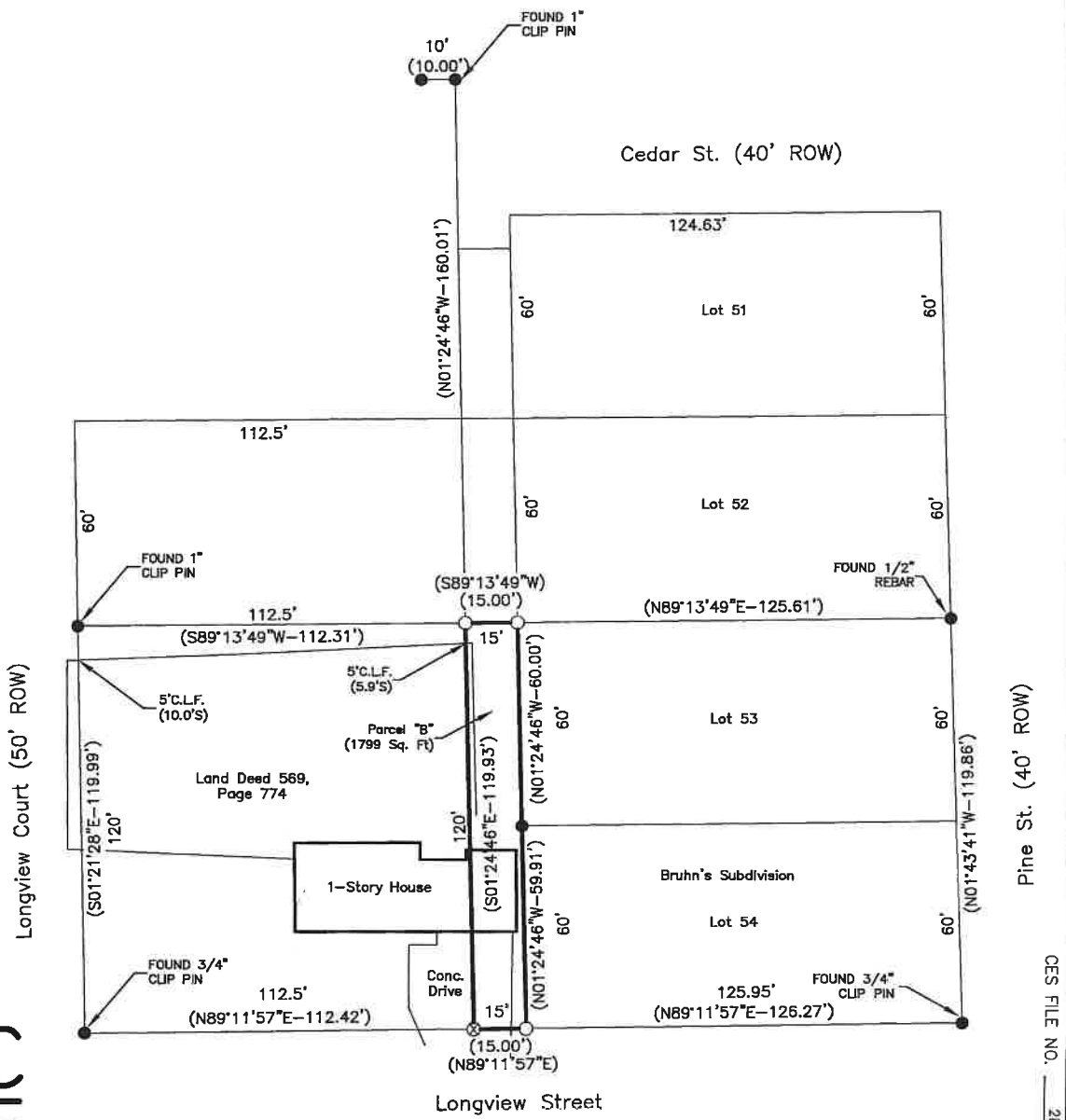
SHEET 2 OF 2

Parcel "B"
Part of NE 1/4 of Sec. 02-T89N-R14W,
Cedar Falls, Black Hawk County, Iowa
Survey for: Arthur J. Hesse
Proprietor: Arthur J. Hesse



SURVEY LEGEND:

- DENOTES FOUND PIN & ORANGE CAP #6505 (UNLESS NOTED OTHERWISE)
- DENOTES 1/2" X 24" STEEL REBAR W/ RED PLASTIC CAP W/ NO. 16775 SET
- ⊗ DENOTES SET "X" CUT IN CONCRETE
- 000.00 DENOTES RECORD DIMENSION
(000.00) DENOTES FIELD DIMENSION



SMTCS
FIELD BOOK 764-20

CES FILE NO. 2837



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: Melissa Denning, Community Services Supervisor
DATE: July 1, 2024
SUBJECT: Community Development Block Grant and HOME Consortium 5-Year Consolidated Plan FFY24-28 Annual Action Plan FY25 (FFY24)

In September 2023 Cedar Falls entered into an agreement with Waterloo to jointly contract with MOSAIC Community Planning, to develop our FY24-28 Community Development Block Grant and HOME Consortium 5-year Consolidated Plan, FY25 Annual Action Plan, and Analysis of Impediments to Fair Housing (AI). Preparation and approval of these plans is required to receive annual allocations of CDBG and HOME funds from the U.S. Department of Housing and Urban Development (HUD). After extensive public outreach, these plans have been drafted and notice of the public comment period (June 11 to July 15, 2024) has been published.

The Housing Commission held a public hearing at their meeting on June 19, 2024. There was no public in attendance and no written comments received. The Housing Commission discussed the draft plans and recommended approval at a continuation of the meeting on June 20, 2024.

Staff now requests that the City Council set the date for a public hearing to discuss and receive any final input on the plans for Monday, July 15, 2024. The draft plans are available for public review in the City Clerk's office or can be viewed online at www.waterloocedarfalls.hud. The draft plans and summary memo will be included in the July 15, 2024, Council packet.

If you have any questions, please contact me.



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: June 18, 2024
SUBJECT: Amendments to Chapter 2; Section 17-210(a); Section 23-374; and Section 26-165 of the Code of Ordinances

Please find attached several proposed amendments to the Code of Ordinances. These changes are a continuation of staff's project to "clean up" the Code in terms of outdated or incorrect provisions based on changes in the law or City practice.

In this group there are several changes to Chapter 2 of the Code. All the proposed changes eliminate references to civil service provisions for staff positions that are clearly not subject to civil service laws.

The proposed change to Section 17-210(a) clarifies that no public event permit is needed for City-sponsored events on City property.

The proposed change to Section 23-374 eliminates an outdated reference to police parking at City Hall.

Finally, the proposed change to Section 26-165 eliminates a prohibition on animal and poultry husbandry that conflicts with the City's backyard poultry ordinances.

Approval of these changes is recommended. Feel free to contact me with any questions..

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-512, CONTROLLER/CITY TREASURER, OF DIVISION 2, FINANCIAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **2)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **3)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-572, CITY CLERK, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **4)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-599, APPOINTMENT, POWERS AND DUTIES OF CITY ATTORNEY, OF DIVISION 5, LEGAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **5)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-613, APPOINTMENT, POWERS AND DUTIES OF HUMAN RESOURCES MANAGER; OF DIVISION 6, HUMAN RESOURCES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **6)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-690, PLANNING AND COMMUNITY SERVICES MANAGER, OF DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **7)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-717, MANAGER, OF DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **8)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-744, BUILDING OFFICIAL, OF DIVISION 4, INSPECTION SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **9)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-780, MANAGER, OF DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **10)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-837, MANAGER OF OPERATIONS AND MAINTENANCE, OF DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **11)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-865, CITY ENGINEER, OF DIVISION 3, ENGINEERING SERVICES DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **12)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-876, WATER RECLAMATION MANAGER, OF DIVISION 4, WATER RECLAMATION DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO OMIT REFERENCES TO CIVIL SERVICE LAWS IN THE APPOINTMENT OF NON-CIVIL SERVICE EMPLOYEES.

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

Section 1. Subsection (a), Appointment, of Section 2-512, Controller/City Treasurer, of Division 2, Financial Services Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-512 is enacted in lieu thereof, as follows:

Sec. 2-512. Controller/city treasurer.

- (a) *Appointment.* A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 2. Subsection (a), Appointment, of Section 2-537, Information Systems Manager, of Division 2, Information Systems Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-537 is enacted in lieu thereof, as follows:

Sec. 2-537. Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 3. Subsection (a), Appointment, of Section 2-572, City Clerk, of Division 4, Public Records Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-572 is enacted in lieu thereof, as follows:

Sec. 2-572. City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. ~~Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.~~ Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.

[unchanged provisions omitted]

Section 4. Subsection (a), Appointment; Supervision, of Section 2-599, Appointment, Powers and Duties of City Attorney, of Division 5, Legal Services Division, of

Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-599 is enacted in lieu thereof, as follows:

Sec. 2-599. Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance. ~~Such appointment shall be in accordance with all statutory civil service procedures and section 2-159.~~

[unchanged provisions omitted]

Section 5. Subsection (a), Appointment; Supervision, of Section 2-613, Appointment, Powers and Duties of Human Resources Manager, of Division 6, Human Resources Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-613 is enacted in lieu thereof, as follows:

Sec. 2-613. Appointment, powers and duties of human resources manager.

- (a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 6. Subsection (a), Appointment, of Section 2-690, Planning and Community Services Manager, of Division 2, Planning and Community Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-690 is enacted in lieu thereof, as follows:

Sec. 2-690. Planning and community services manager.

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 7. Subsection (a), Appointment, of Section 2-717, Manager, of Division 3, Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-717 is enacted in lieu thereof, as follows:

Sec. 2-717. Manager.

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 8. Subsection (a), Appointment, of Section 2-744, Building Official, of Division 4, Inspection Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-744 is enacted in lieu thereof, as follows:

Sec. 2-744. Building official.

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 9. Subsection (a), Appointment, of Section 2-780, Manager, of Division 5, Recreation and Community Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-780 is enacted in lieu thereof, as follows:

Sec. 2-780. Manager.

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

- Section 10. Subsection (a), Appointment, of Section 2-837, Manager of Operations and Maintenance, of Division 2, Operations and Maintenance Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-837 is enacted in lieu thereof, as follows:

Sec. 2-837. Manager of operations and maintenance.

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 11. Subsection (a), Appointment, of Section 2-865, City Engineer, of Division 3, Engineering Services Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-865 is enacted in lieu thereof, as follows:

Sec. 2-865. City engineer.

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~

[unchanged provisions omitted]

Section 12. Subsection (a), Appointment, of Section 2-876, Water Reclamation Manager, of Division 4, Water Reclamation Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-876 is enacted in lieu thereof, as follows:

Sec. 2-876. Water reclamation manager.

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. ~~Such appointment shall be in accordance with all statutory civil service procedures.~~ The manager will also serve as the superintendent of water reclamation.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-512, CONTROLLER/CITY TREASURER, OF DIVISION 2, FINANCIAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **2)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-537, INFORMATION SYSTEMS MANAGER, OF DIVISION 3, INFORMATION SYSTEMS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **3)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-572, CITY CLERK, OF DIVISION 4, PUBLIC RECORDS DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **4)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-599, APPOINTMENT, POWERS AND DUTIES OF CITY ATTORNEY, OF DIVISION 5, LEGAL SERVICES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **5)** AMENDING SUBSECTION (a), APPOINTMENT; SUPERVISION, OF SECTION 2-613, APPOINTMENT, POWERS AND DUTIES OF HUMAN RESOURCES MANAGER; OF DIVISION 6, HUMAN RESOURCES DIVISION, OF ARTICLE V, DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS; AND **6)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-690, PLANNING AND COMMUNITY SERVICES MANAGER, OF DIVISION 2, PLANNING AND COMMUNITY SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **7)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-717, MANAGER, OF DIVISION 3, TOURISM/CULTURAL PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **8)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-744, BUILDING OFFICIAL, OF DIVISION 4, INSPECTION SERVICES DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **9)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-780, MANAGER, OF DIVISION 5, RECREATION AND COMMUNITY PROGRAMS DIVISION, OF ARTICLE VI, DEPARTMENT OF COMMUNITY DEVELOPMENT; AND **10)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-837, MANAGER OF OPERATIONS AND MAINTENANCE, OF DIVISION 2, OPERATIONS AND MAINTENANCE DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **11)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-865, CITY ENGINEER, OF DIVISION 3, ENGINEERING SERVICES DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS; AND **12)** AMENDING SUBSECTION (a), APPOINTMENT, OF SECTION 2-876, WATER RECLAMATION MANAGER, OF DIVISION 4, WATER RECLAMATION DIVISION, OF ARTICLE VII, DEPARTMENT OF PUBLIC WORKS, ALL OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO OMIT REFERENCES TO CIVIL SERVICE LAWS IN THE APPOINTMENT OF NON-CIVIL SERVICE EMPLOYEES.

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

Section 1. Subsection (a), Appointment, of Section 2-512, Controller/City Treasurer, of Division 2, Financial Services Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-512 is enacted in lieu thereof, as follows:

Sec. 2-512. Controller/city treasurer.

- (a) *Appointment.* A controller/city treasurer shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations.

[unchanged provisions omitted]

Section 2. Subsection (a), Appointment, of Section 2-537, Information Systems Manager, of Division 2, Information Systems Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-537 is enacted in lieu thereof, as follows:

Sec. 2-537. Information systems manager.

- (a) *Appointment.* An information systems manager shall be appointed by the director of finance and business operations and shall be directly responsible to the director of finance and business operations.

[unchanged provisions omitted]

Section 3. Subsection (a), Appointment, of Section 2-572, City Clerk, of Division 4, Public Records Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-572 is enacted in lieu thereof, as follows:

Sec. 2-572. City clerk.

- (a) *Appointment.* A city clerk shall be appointed by the city council upon recommendation of the director of finance and business operations. The finance and business operations director shall be responsible for the daily supervision of the city clerk and annual review of the city clerk's performance. Upon entering the duties of city clerk, the oath or affirmation of public office shall be administered.

[unchanged provisions omitted]

Section 4. Subsection (a), Appointment; Supervision, of Section 2-599, Appointment, Powers and Duties of City Attorney, of Division 5, Legal Services Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the

Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-599 is enacted in lieu thereof, as follows:

Sec. 2-599. Appointment, powers and duties of city attorney.

- (a) *Appointment; supervision.* A city attorney shall be appointed by the director of finance and business operations and shall be responsible to such director. The finance and business operations director shall be responsible for the daily supervision of the city attorney and file an annual evaluation of the city attorney's performance.

[unchanged provisions omitted]

Section 5. Subsection (a), Appointment; Supervision, of Section 2-613, Appointment, Powers and Duties of Human Resources Manager, of Division 6, Human Resources Division, of Article V, Department of Finance and Business Operations, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment; Supervision, of Section 2-613 is enacted in lieu thereof, as follows:

Sec. 2-613. Appointment, powers and duties of human resources manager.

- (a) *Appointment; supervision.* A human resources manager shall be appointed by the director of finance and business operations and shall be responsible to such director.

[unchanged provisions omitted]

Section 6. Subsection (a), Appointment, of Section 2-690, Planning and Community Services Manager, of Division 2, Planning and Community Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-690 is enacted in lieu thereof, as follows:

Sec. 2-690. Planning and community services manager.

- (a) *Appointment.* A planning and community services manager shall be appointed by the director of community development and shall be directly responsible to the director of community development. The planning and community services manager shall act as the city planner and the city zoning administrator.

[unchanged provisions omitted]

Section 7. Subsection (a), Appointment, of Section 2-717, Manager, of Division 3, Tourism/Cultural Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-717 is enacted in lieu thereof, as follows:

Sec. 2-717. Manager.

- (a) *Appointment.* A visitors and tourism/cultural programs division manager shall be appointed by the director of community development.

[unchanged provisions omitted]

Section 8. Subsection (a), Appointment, of Section 2-744, Building Official, of Division 4, Inspection Services Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-744 is enacted in lieu thereof, as follows:

Sec. 2-744. Building official.

- (a) *Appointment.* A building official shall be appointed by the director of community development and shall be directly responsible to the director of community development.

[unchanged provisions omitted]

Section 9. Subsection (a), Appointment, of Section 2-780, Manager, of Division 5, Recreation and Community Programs Division, of Article VI, Department of Community Development, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-780 is enacted in lieu thereof, as follows:

Sec. 2-780. Manager.

- (a) *Appointment.* A recreation and community programs division manager shall be appointed by the director of community development and shall be directly responsible to the director of community development.

[unchanged provisions omitted]

Section 10. Subsection (a), Appointment, of Section 2-837, Manager of Operations and Maintenance, of Division 2, Operations and Maintenance Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-837 is enacted in lieu thereof, as follows:

Sec. 2-837. Manager of operations and maintenance.

- (a) *Appointment.* The manager of operations and maintenance shall be appointed by and shall be directly responsible to the director of public works.

[unchanged provisions omitted]

Section 11. Subsection (a), Appointment, of Section 2-865, City Engineer, of Division 3, Engineering Services Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-865 is enacted in lieu thereof, as follows:

Sec. 2-865. City engineer.

- (a) *Appointment.* A city engineer shall be appointed by the public works director and shall be directly responsible to the director of public works.

[unchanged provisions omitted]

Section 12. Subsection (a), Appointment, of Section 2-876, Water Reclamation Manager, of Division 4, Water Reclamation Division, of Article VII, Department of Public Works, of Chapter 2, Administration, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (a), Appointment, of Section 2-876 is enacted in lieu thereof, as follows:

Sec. 2-876. Water reclamation manager.

- (a) *Appointment.* A manager of water reclamation shall be appointed by and shall be directly responsible to the director of public works. The manager will also serve as the superintendent of water reclamation.

[unchanged provisions omitted]

INTRODUCED: _____ July 1, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (a) OF SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THAT CITY SPONSORED EVENTS AND ACTIVITIES ARE NOT SUBJECT TO A PUBLIC EVENT PERMIT.

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

Untitled Subsection (a) of Section 17-210, Public Events on City Property, of Article V, Parks and Regulations, 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 untitled subsection (a) of Section 17-210 is enacted in lieu thereof, as follows:

Sec. 17-210. Public events on city property.

- (a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee. City sponsored events and activities are not subject to this section.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (a) OF SECTION 17-210, PUBLIC EVENTS ON CITY PROPERTY, OF ARTICLE V, PARK REGULATIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THAT CITY SPONSORED EVENTS AND ACTIVITIES ARE NOT SUBJECT TO A PUBLIC EVENT PERMIT.

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

Untitled Subsection (a) of Section 17-210, Public Events on City Property, of Article V, Parks and Regulations, 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 untitled subsection (a) of Section 17-210 is enacted in lieu thereof, as follows:

Sec. 17-210. Public events on city property.

- (a) Persons who wish to use city owned, occupied or controlled areas or facilities for public events must first obtain a permit as described in this section from the director of finance and business operations or designee. City sponsored events and activities are not subject to this section.

[unchanged provisions omitted]

INTRODUCED: _____ July 1, 2024 _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION "CLAY STREET" OF SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THE IDENTITY OF THE PARKING LOT NORTH OF CITY HALL.

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

Subsection "Clay Street" (Table) of Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection "Clay Street" (Table) of Section 23-374 is enacted in lieu thereof, as follows:

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

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

Street	Portion Where Parking Prohibited
--------	----------------------------------

[unchanged provisions omitted]

Clay Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway-entrance to the city <u>hall</u> north police station parking lot, extended westerly, on Saturday mornings only

	<p>commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.</p>
	<p>On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.</p>
	<p>On the east side from the south curb line of West Third Street south a distance of 35 feet.</p>
	<p>On both sides from the south curb line of West Fourth Street south a distance of 48 feet.</p>
	<p>On the east side from the north curb line of West Fifth Street north a distance of 32 feet.</p>

	On the west side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION "CLAY STREET" OF SECTION 23-374, PARKING PROHIBITED ON SPECIFIC STREETS, OF DIVISION 1, GENERALLY, OF ARTICLE IV, STOPPING, STANDING AND PARKING, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CLARIFY THE IDENTITY OF THE PARKING LOT NORTH OF CITY HALL.

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

Subsection "Clay Street" (Table) of Section 23-374, Parking Prohibited on Specific Streets, of Division 1, Generally, of Article IV, Stopping, Standing and Parking, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection "Clay Street" (Table) of Section 23-374 is enacted in lieu thereof, as follows:

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

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

Street	Portion Where Parking Prohibited
--------	----------------------------------

[unchanged provisions omitted]

Clay Street	On both sides between First Street and a point 35 feet south of the south line of First Street.
	On both sides of said street from the south curb line of West Third Street north a distance of 245 feet to the north line of the driveway to the city hall north parking lot, extended westerly, on Saturday mornings only commencing with the first Saturday of

	<p>May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.</p>
	<p>On both sides of said street from the south curb line of West Third Street south a distance of 134 feet to the north line of the northerly driveway entrance to the Cedar Falls Women's Club parking lot, on Saturday mornings only, commencing with the first Saturday of May of each year and continuing through the last Saturday of October of each year during the hours of 6:00 a.m. to 12:00 noon.</p>
	<p>On the east side from the south curb line of West Third Street south a distance of 35 feet.</p>
	<p>On both sides from the south curb line of West Fourth Street south a distance of 48 feet.</p>
	<p>On the east side from the north curb line of West Fifth Street north a distance of 32 feet.</p>
	<p>On the west side from the north curb line of</p>

	West Sixth Street north a distance of 41 feet.
	On the east side from the north curb line of West Sixth Street north a distance of 41 feet.
	On the east side from 15th Street to 18th Street.
	On the west side between 15th Street and 18th Street.
	On both sides between 18th Street and Seerley Boulevard.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION (1), PRINCIPAL PERMITTED USES, OF SECTION 26-165, R-2 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE AN OBSOLETE REFERENCE TO ANIMAL AND POULTRY HUSBANDRY.

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

Subsection (1), Principal Permitted Uses, of Section 26-165, R-2 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (1), Principal Permitted Uses, of Section 26-165 is enacted in lieu thereof, as follows:

Sec. 26-165. R-2 Residence District.

In the R-2 Residence District, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 Residence District, ~~but not including animal and poultry husbandry on any lands used or platted for residential purposes.~~

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION (1), PRINCIPAL PERMITTED USES, OF SECTION 26-165, R-2 RESIDENCE DISTRICT, OF DIVISION 2, SPECIFIC DISTRICTS, OF ARTICLE III, DISTRICTS AND DISTRICT REGULATIONS, OF CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ELIMINATE AN OBSOLETE REFERENCE TO ANIMAL AND POULTRY HUSBANDRY.

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

Subsection (1), Principal Permitted Uses, of Section 26-165, R-2 Residence District, of Division 2, Specific Districts, of Article III, Districts and District Regulations, of Chapter 26, Zoning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Subsection (1), Principal Permitted Uses, of Section 26-165 is enacted in lieu thereof, as follows:

Sec. 26-165. R-2 Residence District.

In the R-2 Residence District, the following provisions, regulations and restrictions shall apply:

- (1) *Principal permitted uses.* Principal permitted uses are any use permitted in the R-1 Residence District.

[unchanged provisions omitted]

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 07/01/24 COUNCIL MEETING

Item 31.

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1060-423.89-34						MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.				
2098		12/24 AP		05/31/24	0400227	FRIENDS OF THE LIBRARY	500.00			06/18/24
						BERG 2 RMB SLP'24-GIFT				
						CERTIFICATES				
						ACCOUNT TOTAL	500.00	.00	500.00	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2098		12/24 AP		05/21/24	0400226	COURIER LEGAL-COLUMN SOFTWARE	60.90			06/18/24
						ORDINANCE NO. 3058				
						REISSUE CK #146601				
2098		12/24 AP		05/18/24	0400225	COURIER LEGAL COMMUNICATIONS	853.70			06/18/24
						5/6 MTG-MINUTES & BILLS				
						REISSUE CK #146601				
						ACCOUNT TOTAL	914.60	.00	914.60	
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES										
2089		12/24 AP		05/08/24	0400083	BLACK HAWK CO.RECORDER		57.00		06/17/24
						VOID CHECK-INCORRECT AMTS				
						RCD:RESOLUTION #23,613				
2089		12/24 AP		05/08/24	0400083	BLACK HAWK CO.RECORDER		47.00		06/17/24
						VOID CHECK-INCORRECT AMTS				
						RCD:RESOLUTION #23,610				
2089		12/24 AP		05/08/24	0400083	BLACK HAWK CO.RECORDER		5.00		06/17/24
						VOID CHECK-INCORRECT AMTS				
						RCD:RESOLUTION #23,610				
2089		12/24 AP		05/08/24	0400083	BLACK HAWK CO.RECORDER		5.00		06/17/24
						VOID CHECK-INCORRECT AMTS				
						RCD:RESOLUTION #23,610				
						ACCOUNT TOTAL	.00	114.00	114.00-	
101-2205-432.88-17 OUTSIDE AGENCIES / CEDAR FALLS BAND										
2061		12/24 AP		06/10/24	0400200	CEDAR FALLS MUNICIPAL BAND	115.00			06/12/24
						PROPERTY TAX PAYMENT				
						BAND				
						ACCOUNT TOTAL	115.00	.00	115.00	
101-2245-442.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2074		12/24 AP		06/08/24	0400213	ATODARIA, JAYDEVSINH	337.96			06/14/24
						RMB:TRAVEL-ATODARIA				
						PRESERVE IA SUMMIT				
						ACCOUNT TOTAL	337.96	.00	337.96	
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2098		12/24 AP		06/14/24	0400228	GREENE, DRAKE	48.75			06/18/24
						UMPIRING				
2098		12/24 AP		06/14/24	0400221	BRINKER, OWEN	78.75			06/18/24
						UMPIRING				
2098		12/24 AP		06/14/24	0400223	CHRISTENSEN, LEO MICHAEL	48.75			06/18/24
						UMPIRING				

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES						continued				
2098		12/24	AP	06/14/24	0400222	CABRAL-MARTIN, JONATHAN UMPIRING	18.75			06/18/24
2098		12/24	AP	06/14/24	0400229	MAYFIELD, ISAIAH UMPIRING	18.75			06/18/24
2098		12/24	AP	06/14/24	0400224	CONNOLLY, NOAH UMPIRING	60.00			06/18/24
2098		12/24	AP	06/14/24	0400230	SCHEMMELE, JACKSON UMPIRING	67.50			06/18/24
2098		12/24	AP	06/14/24	0400233	SLACK, KEAGAN UMPIRING	37.50			06/18/24
2098		12/24	AP	06/14/24	0400231	SCHIPPER, JOSHUA UMPIRING	97.50			06/18/24
						ACCOUNT TOTAL	476.25	.00		476.25
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2117		12/24	AP	06/17/24	0400246	SELVEDINA BEGIC	12.00			06/20/24
2074		12/24	AP	06/14/24	0400212	REFUND-FALLS OVERPAYMENT OVERCHARGED ON 6/12/24 ASHLEY SAMEK	36.00			06/14/24
2074		12/24	AP	06/13/24	0400218	REFUND-SWIM LESSONS: OWEN KARLY KUECKER	62.00			06/14/24
2074		12/24	AP	05/23/24	0400217	REFUND-SWIM LESSONS AMES & SAYLOR JAMES MOODY	665.00			06/14/24
						REFUND-BEACH HOUSE RENTAL WEATHER CONCERNS				
						ACCOUNT TOTAL	775.00	.00		775.00
101-2280-423.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
2074		12/24	AP	03/05/24	0400214	BALLEZA, CAMILLE	35.10			06/14/24
						RMB:MILEAGE-12/6-3/5/24				
						ACCOUNT TOTAL	35.10	.00		35.10
101-2280-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
2061		12/24	AP	06/10/24	0400206	NICOLE REESE	250.00			06/12/24
						REFUND-RENTAL DEPOSIT				
						ACCOUNT TOTAL	250.00	.00		250.00
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS										
2074		12/24	AP	03/30/24	0400216	HANSON, KRISTI	40.92			06/14/24
						RMB:BEDDING FOR FIRE				
						ACCOUNT TOTAL	40.92	.00		40.92

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-2074		414.85-01		12/24	05/25/24 0400215	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	2,166.73			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	2,166.73	.00	2,166.73	
101-5521-2074		415.72-01		12/24	05/25/24 0400215	OPERATING SUPPLIES / OPERATING SUPPLIES CEDAR FALLS UTILITIES	157.86			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	157.86	.00	157.86	
101-5521-2117		415.72-20		12/24	06/08/24 0400245	OPERATING SUPPLIES / OFFICERS EQUIPMENT SCHMIDT, LUCAS	52.17			06/20/24
						RMB:OPT.EQUIP.-FLASHLIGHT AMAZON.COM				
2117				12/24	06/06/24 0400237	CHASE, CHAD	106.99			06/20/24
						RMB:OPT.EQUIP.-MULTI-TOOL FLEET FARM				
2117				12/24	06/03/24 0400245	SCHMIDT, LUCAS	42.68			06/20/24
						RMB:OPT.EQUIP.-TOURN.CASE AMAZON.COM				
2117				12/24	05/21/24 0400235	BELLIS, RYAN	94.99			06/20/24
						RMB:OPT.EQUIP.-RIFLE CASE SAVIOREQUIPMENT.COM				
2117				12/24	04/18/24 0400240	HANSON, KRISTI	85.00			06/20/24
						RMB:OPT.EQUIP-RESC. STRAP ANDERSON RESCUE SOLUTIONS				
						ACCOUNT TOTAL	381.83	.00	381.83	
101-5521-2117		415.83-05		12/24	06/07/24 0400238	TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD) DOUGAN JR, SCOTT	85.37			06/20/24
						RMB:MEALS-FBI NEGOTIATOR HIAWATHA				
2117				12/24	06/07/24 0400243	MANTERNACH, KYLE	47.20			06/20/24
						RMB:MEALS-FBI NEGOTIATOR HIAWATHA				
						ACCOUNT TOTAL	132.57	.00	132.57	
101-5521-2074		415.85-01		12/24	05/25/24 0400215	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	1,718.62			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	1,718.62	.00	1,718.62	
101-5521-2074		415.86-05		12/24	05/25/24 0400215	REPAIR & MAINTENANCE / EQUIPMENT REPAIRS CEDAR FALLS UTILITIES	51.20			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	51.20	.00	51.20	

PREPARED 06/25/2024, 10:14:58
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	----	TRANSACTION----					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE			
2117		12/24 AP 06/13/24			0400236	BROWN, DEREK	254.66		06/20/24
		RMB:UNIFORM ALLOWANCE				SCHHEELS			
2117		12/24 AP 06/12/24			0400235	BELLIS, RYAN	59.92		06/20/24
		RMB:UNIFORM ALLOWANCE				SCHHEELS			
2117		12/24 AP 06/12/24			0400235	BELLIS, RYAN	75.97		06/20/24
		RMB:UNIFORM ALLOWANCE				TARGET			
2117		12/24 AP 06/07/24			0400239	FEY, THOMAS	234.48		06/20/24
		RMB:UNIFORM ALLOWANCE				UNDER ARMOUR			
2117		12/24 AP 06/06/24			0400237	CHASE, CHAD	87.74		06/20/24
		RMB:UNIFORM ALLOWANCE				FLEET FARM			
2117		12/24 AP 06/04/24			0400244	REA, KARI	111.63		06/20/24
		RMB:UNIFORM ALLOWANCE				BLAUER.COM			
2117		12/24 AP 06/04/24			0400245	SCHMIDT, LUCAS	155.15		06/20/24
		RMB:UNIFORM ALLOWANCE				HOKA.COM			
2117		12/24 AP 05/28/24			0400240	HANSON, KRISTI	96.30		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2117		12/24 AP 05/24/24			0400234	ARIES, ADAM	12.00		06/20/24
		RMB:UNIFORM ALLOWANCE				COVER-ALL EMBROIDERY			
2117		12/24 AP 05/22/24			0400242	JANIKOWSKI, KYLE	11.02		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2117		12/24 AP 05/06/24			0400241	HELGESON, BROOKE	173.41		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2117		12/24 AP 05/06/24			0400241	HELGESON, BROOKE	36.99		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2117		12/24 AP 04/13/24			0400241	HELGESON, BROOKE	120.13		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2117		12/24 AP 02/17/24			0400241	HELGESON, BROOKE	125.69		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
2117		12/24 AP 02/01/24			0400241	HELGESON, BROOKE	66.74		06/20/24
		RMB:UNIFORM ALLOWANCE				AMAZON.COM			
		ACCOUNT TOTAL					1,621.83	.00	1,621.83
101-6613-433.85-01 UTILITIES / UTILITIES									
2074		12/24 AP 05/25/24			0400215	CEDAR FALLS UTILITIES	163.69		06/14/24
		UTILITIES THRU 05/25/24							
		ACCOUNT TOTAL					163.69	.00	163.69
101-6616-446.85-01 UTILITIES / UTILITIES									
2074		12/24 AP 05/25/24			0400215	CEDAR FALLS UTILITIES	1,366.13		06/14/24
		UTILITIES THRU 05/25/24							
		ACCOUNT TOTAL					1,366.13	.00	1,366.13
101-6623-423.85-01 UTILITIES / UTILITIES									

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 5
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6623-423.85-01 UTILITIES / UTILITIES							continued			
2074		12/24	AP	05/25/24	0400215	CEDAR FALLS UTILITIES	639.15			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	639.15	.00	639.15	
101-6625-432.81-44 PROFESSIONAL SERVICES / USGS RIVER GAUGE										
2061		12/24	AP	06/01/24	0400201	CENTURYLINK	71.00			06/12/24
						CEDAR RIVER GAUGE-MAY'24				
						ACCOUNT TOTAL	71.00	.00	71.00	
101-6633-423.85-01 UTILITIES / UTILITIES										
2074		12/24	AP	05/25/24	0400215	CEDAR FALLS UTILITIES	1,335.45			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	1,335.45	.00	1,335.45	
						FUND TOTAL	13,250.89	114.00	13,136.89	
FUND 203 TAX INCREMENT FINANCING										
203-0000-487.50-05 TRANSFERS OUT / TRANSFERS - TIF										
2061		12/24	AP	06/10/24	0400203	DEBT SERVICE	1,101.80			06/12/24
						PROPERTY TAX PAYMENT				
2061		12/24	AP	06/10/24	0400199	CAPITAL PROJECTS FUND	23,085.33			06/12/24
						PROPERTY TAX PAYMENT				
2061		12/24	AP	06/10/24	0400199	CAPITAL PROJECTS FUND	283.26			06/12/24
						PROPERTY TAX PAYMENT				
						SOUTH CF				
						ACCOUNT TOTAL	24,470.39	.00	24,470.39	
						FUND TOTAL	24,470.39	.00	24,470.39	
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES										
2074		12/24	AP	05/25/24	0400215	CEDAR FALLS UTILITIES	1,864.23			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	1,864.23	.00	1,864.23	
206-6647-436.85-01 UTILITIES / UTILITIES										
2074		12/24	AP	05/25/24	0400215	CEDAR FALLS UTILITIES	3,000.34			06/14/24
						UTILITIES THRU 05/25/24				

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 206 STREET CONSTRUCTION FUND											
206-6647-436.85-01 UTILITIES / UTILITIES											
							continued				
ACCOUNT TOTAL							3,000.34	.00	3,000.34		
FUND TOTAL							4,864.57	.00	4,864.57		
FUND 215 HOSPITAL FUND											
FUND 216 POLICE BLOCK GRANT FUND											
FUND 217 SECTION 8 HOUSING FUND											
217-2214-432.89-61 MISCELLANEOUS SERVICES / HOUS.ASSIST PMTS-OCCUPIED											
2090		12/24 AP		06/01/24	0040322	ROGERS, DERICK		1,373.00		06/17/24	
						VOID CHECK-LOST IN MAIL					
						HAP_Santiago-Lebro 062024					
2090		12/24 AP		06/01/24	0040322	ROGERS, DERICK		757.00		06/17/24	
						VOID CHECK-LOST IN MAIL					
						HAP_Sherwood J 062024					
ACCOUNT TOTAL							.00	2,130.00	2,130.00-		
FUND TOTAL							.00	2,130.00	2,130.00-		
FUND 223 COMMUNITY BLOCK GRANT											
FUND 224 TRUST & AGENCY											
FUND 242 STREET REPAIR FUND											
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON											
2061		12/24 AP		06/11/24	0400196	BLACK HAWK CO.RECORDER	5.00			06/12/24	
						3271-N.CEDAR HEIGHTS PHII					
						STRM EASE.ADDL PG-MAUGHAN					
PROJECT#: 023271											
ACCOUNT TOTAL							5.00	.00	5.00		
FUND TOTAL							5.00	.00	5.00		
FUND 254 CABLE TV FUND											
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING											
2061		12/24 AP		06/11/24	0400204	DEWITT, JASON	100.00			06/12/24	
						MUNICIPAL BAND					
						CAMERA OPERATOR					
2061		12/24 AP		06/07/24	0400209	SIMPSON, MARK	125.00			06/12/24	
						CF BASEBALL VS. WAHLERT					
						ANNOUNCER					
PROJECT#: 759											
2061		12/24 AP		06/07/24	0400197	BRALEY, ERIC	125.00			06/12/24	
						CF BASEBALL VS. WAHLERT					
						ANNOUNCER					
PROJECT#: 759											
2061		12/24 AP		06/07/24	0400211	SURMA, JOSEPH EDWARD	100.00			06/12/24	
						CF BASEBALL VS. WAHLERT					
						CAMERA OPERATOR					
PROJECT#: 759											

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
2061		12/24 AP		06/07/24	0400210	STOW, CHRISTIAN	100.00			06/12/24
						CF BASEBALL VS. WAHLERT				
						PROJECT#: 759				
2061		12/24 AP		06/07/24	0400207	OLSEN, DANIEL P	100.00			06/12/24
						CF BASEBALL VS. WAHLERT				
						PROJECT#: 759				
2061		12/24 AP		06/07/24	0400204	DEWITT, JASON	100.00			06/12/24
						CF BASEBALL VS. WAHLERT				
						PROJECT#: 759				
						ACCOUNT TOTAL	750.00	.00	750.00	
						FUND TOTAL	750.00	.00	750.00	
FUND 258 PARKING FUND										
258-5531-435.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2061		12/24 AP		05/15/24	0400198	BRITNEY CARLSON	50.32			06/12/24
						REFUND-IDR PARKING OFFSET				
						PD 12/7/20/OFFSET 5/15/24				
						ACCOUNT TOTAL	50.32	.00	50.32	
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2074		12/24 AP		05/25/24	0400215	CEDAR FALLS UTILITIES	16.80			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	16.80	.00	16.80	
						FUND TOTAL	67.12	.00	67.12	
FUND 261 TOURISM & VISITORS										
261-2291-423.85-01 UTILITIES / UTILITIES										
2074		12/24 AP		05/25/24	0400215	CEDAR FALLS UTILITIES	729.80			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	729.80	.00	729.80	
						FUND TOTAL	729.80	.00	729.80	

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 262 SENIOR SERVICES & COMM CT										
2074		262-1092-423.85-01		12/24	0400215	UTILITIES / UTILITIES CEDAR FALLS UTILITIES	127.40			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	127.40	.00	127.40	
262-1092-423.87-01 RENTALS / RENTALS										
2074		262-1092-423.87-01		12/24	0400219	REFUND-SECURITY DEPOSIT RAQUEL LOPEZ	250.00			06/14/24
						ACCOUNT TOTAL	250.00	.00	250.00	
						FUND TOTAL	377.40	.00	377.40	
FUND 291 POLICE FORFEITURE FUND										
FUND 292 POLICE RETIREMENT FUND										
FUND 293 FIRE RETIREMENT FUND										
FUND 294 LIBRARY RESERVE										
FUND 295 SOFTBALL PLAYER CAPITAL										
FUND 296 GOLF CAPITAL										
FUND 297 REC FACILITIES CAPITAL										
FUND 298 HEARST CAPITAL										
FUND 311 DEBT SERVICE FUND										
FUND 402 WASHINGTON PARK FUND										
FUND 404 FEMA										
2089		404-1220-431.92-37		12/24	0400083	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS BLACK HAWK CO.RECORDER		62.00		06/17/24
						VOID CHECK-INCORRECT AMTS RCD:RESOLUTION #23,606				
						PROJECT#: 023198				
2089		404-1220-431.92-37		12/24	0400083	STRUCTURE IMPROV & BLDGS / BUYOUT DEMOLITIONS BLACK HAWK CO.RECORDER		5.00		06/17/24
						VOID CHECK-INCORRECT AMTS RCD:RESOLUTION #23,606				
						PROJECT#: 023198				
						ACCOUNT TOTAL	.00	67.00	67.00-	
						FUND TOTAL	.00	67.00	67.00-	
FUND 405 FLOOD RESERVE FUND										
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 410					CORONAVIRUS LOCAL RELIEF				
FUND 430					TIF BOND				
FUND 431					2014 BOND				
FUND 432					2003 BOND				
FUND 433					2001 TIF				
FUND 434					2024 BOND				
FUND 435					1999 TIF				
FUND 436					2016 BOND				
FUND 437					2018 BOND				
FUND 438					2020 BOND				
FUND 439					2022 BOND				
FUND 443					CAPITAL PROJECTS				
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				
2074				12/24 AP 05/25/24 0400215	CEDAR FALLS UTILITIES	1,636.92			06/14/24
					UTILITIES THRU 05/25/24				
					ACCOUNT TOTAL	1,636.92	.00	1,636.92	
551-6685-436.86-34					REPAIR & MAINTENANCE / BILLING & COLLECTING				
2074				12/24 AP 05/25/24 0400215	CEDAR FALLS UTILITIES	6,603.33			06/14/24
					UTILITIES THRU 05/25/24				
					ACCOUNT TOTAL	6,603.33	.00	6,603.33	
551-6685-436.87-02					RENTALS / MATERIAL DISPOSAL/HANDLIN				
2098				12/24 AP 05/31/24 0400220	BLACK HAWK CO.LANDFILL	28,025.00			06/18/24
					LANDFILL SRV:5/16-5/31/24				
					ACCOUNT TOTAL	28,025.00	.00	28,025.00	
					FUND TOTAL	36,265.25	.00	36,265.25	

PREPARED 06/25/2024, 10:14:58
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.85-01 UTILITIES / UTILITIES										
2074		12/24 AP		05/25/24	0400215	CEDAR FALLS UTILITIES	5,701.57			06/14/24
						UTILITIES THRU 05/25/24				
2074		12/24 AP		05/25/24	0400215	CEDAR FALLS UTILITIES	13,052.12			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	18,753.69	.00		18,753.69
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										
2098		12/24 AP		05/31/24	0400220	BLACK HAWK CO.LANDFILL	80.41			06/18/24
						LANDFILL SRV:5/16-5/31/24				
						ACCOUNT TOTAL	80.41	.00		80.41
552-6665-436.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
2074		12/24 AP		05/25/24	0400215	CEDAR FALLS UTILITIES	6,603.33			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	6,603.33	.00		6,603.33
						FUND TOTAL	25,437.43	.00		25,437.43
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.86-34 REPAIR & MAINTENANCE / BILLING & COLLECTING										
2074		12/24 AP		05/25/24	0400215	CEDAR FALLS UTILITIES	6,603.32			06/14/24
						UTILITIES THRU 05/25/24				
						ACCOUNT TOTAL	6,603.32	.00		6,603.32
						FUND TOTAL	6,603.32	.00		6,603.32
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.82-10 COMMUNICATION / TELEPHONE HOLDING ACCOUNT										
2061		12/24 AP		06/01/24	0400201	CENTURYLINK	72.00			06/12/24
						CITY PHONE SERV.-JUN'24				
						ACCOUNT TOTAL	72.00	.00		72.00
						FUND TOTAL	72.00	.00		72.00

PREPARED 06/25/2024, 10:14:58
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457	51-10	INSURANCE / HEALTH SEVERANCE PAYMENTS							
2098		12/24 AP 06/14/24 0400232			SEYMOUR, ROBERT	467.70			06/18/24
		RMB:4/5-6/14/14 HLTH SEV.							
2061		12/24 AP 06/06/24 0400208			REGENOLD, SHARON K.	268.59			06/12/24
		RMB:MAY.2024 HEALTH SEV.							
		ACCOUNT TOTAL				736.29	.00		736.29
		FUND TOTAL				736.29	.00		736.29
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							
2061		12/24 AP 06/10/24 0400205			GENERAL FUND	6,215.41			06/12/24
		PROPERTY TAX PAYMENT			T&A TRANSFER				
		ACCOUNT TOTAL				6,215.41	.00		6,215.41
724-0000-487.50-03		TRANSFERS OUT / TRANSFERS - SSMID							
2061		12/24 AP 06/10/24 0400202			COMMUNITY MAIN STREET	5,632.34			06/12/24
		PROPERTY TAX PAYMENT			SSMID				
		ACCOUNT TOTAL				5,632.34	.00		5,632.34
		FUND TOTAL				11,847.75	.00		11,847.75
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
		GRAND TOTAL				125,477.21	2,311.00		123,166.21

COUNCIL INVOICES FOR 07/01/24 MEETING

Item 31.

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 12/2024

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												
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	10.13			06/25/24	
			STAPLES/TAPE/PACKING TAPE									
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	22.78			06/25/24	
			LETTER COPY PAPER									
2112			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	3.04			06/25/24	
			COPY PAPER									
2112			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	2.02			06/25/24	
			GEL/ROLLER/BALLPOINT PENS AA BATTERIES									
			ACCOUNT TOTAL							37.97	.00	37.97
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	3.00			06/25/24	
			STAPLES/TAPE/PACKING TAPE									
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	5.70			06/25/24	
			LETTER COPY PAPER									
			ACCOUNT TOTAL							8.70	.00	8.70
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	10.14			06/25/24	
			STAPLES/TAPE/PACKING TAPE									
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	28.49			06/25/24	
			LETTER COPY PAPER									
			ACCOUNT TOTAL							38.63	.00	38.63
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES												
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	3.76			06/25/24	
			STAPLES/TAPE/PACKING TAPE									
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	17.10			06/25/24	
			LETTER COPY PAPER									
			ACCOUNT TOTAL							20.86	.00	20.86
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION												
2076			12/24 AP 06/13/24 0000000				OFFICE EXPRESS OFFICE PRODUCT	2.28			06/25/24	
			LETTER COPY PAPER									
			ACCOUNT TOTAL							2.28	.00	2.28
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS												
2076			12/24 AP 06/10/24 0000000				OCCUPATIONAL HEALTH CENTERS	327.00			06/25/24	
			PRE-EMPLOY. PHYSICAL S GRIFFIN									

PREPARED 06/25/2024, 11:00:31
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	----	TRANSACTION----						CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	POST	BALANCE
										DT
FUND 101 GENERAL FUND										
101-1038-441.81-50 PROFESSIONAL SERVICES / PRE-EMPLOYMENT PHYSICALS continued										
ACCOUNT TOTAL							327.00	.00		327.00
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG										
2076		12/24	AP	06/17/24	0000000	WELLWORKS FOR YOU	778.40			06/25/24
						WELLNESS PROGRAM FEE				
						JUNE 2024				
ACCOUNT TOTAL							778.40	.00		778.40
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2076		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88			06/25/24
						STAPLES/TAPE/PACKING TAPE				
2076		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			06/25/24
						LETTER COPY PAPER				
ACCOUNT TOTAL							5.30	.00		5.30
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
13		01/25	AP	07/01/24	0000000	AHLERS AND COONEY, P.C.	3,900.00			06/25/24
						LEGAL SERVICES-JULY'24				
13		01/25	AP	07/01/24	0000000	SWISHER & COHRT, P.L.C.	2,600.00			06/25/24
						LEGAL SERVICES-JULY'24				
ACCOUNT TOTAL							6,500.00	.00		6,500.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
2076		12/24	AP	06/05/24	0000000	SWISHER & COHRT, P.L.C.	385.00			06/25/24
						LGL:MISC/JURY TRIAL/APPLS				
						05/02/24-05/29/24				
13		01/25	AP	07/01/24	0000000	SWISHER & COHRT, P.L.C.	1,000.00			06/25/24
						LEGAL SERVICES-JULY'24				
ACCOUNT TOTAL							1,385.00	.00		1,385.00
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2076		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88			06/25/24
						STAPLES/TAPE/PACKING TAPE				
2076		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14			06/25/24
						LETTER COPY PAPER				
ACCOUNT TOTAL							3.02	.00		3.02
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.										
2076		12/24	AP	06/19/24	0000000	GROW CEDAR VALLEY	11,000.00			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 3
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1118-441.81-98 PROFESSIONAL SERVICES / ECONOMIC DEVELOPMENT ACT.						continued				
2076				12/24	FY24 INCENTIVE PAYMENT	2ND 1/2:JAN'24-JUN'24				06/25/24
				12/24	AP 06/19/24 0000000	GROW CEDAR VALLEY	6,000.00			
					FY24 INCENTIVE REQUEST	6 NEW FT JOBS CREATED				
ACCOUNT TOTAL							17,000.00	.00	17,000.00	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2076				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88			06/25/24
					STAPLES/TAPE/PACKING TAPE					
2076				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.14			06/25/24
					LETTER COPY PAPER					
ACCOUNT TOTAL							3.02	.00	3.02	
101-1158-441.83-03 TRANSPORTATION&EDUCATION / OUTINGS/DINNERS/AWARDS										
2135				12/24	AP 05/01/24 0000000	VOLUNTEER CENTER OF CEDAR VAL	920.00			06/25/24
					SPONSORSHIP-VOL/TEEN AWRD	LUNCHEON				
ACCOUNT TOTAL							920.00	.00	920.00	
101-1199-411.32-60 COMM PROTECTION GRANTS / GRANTS - FIRE										
2113				12/24	AP 06/03/24 0000000	SIGNS BY TOMORROW	3,283.50			06/25/24
					2024 FIREWORKS SIGNS					
ACCOUNT TOTAL							3,283.50	.00	3,283.50	
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
2059				12/24	AP 06/11/24 0000000	SIGNS & DESIGNS, INC.	95.00			06/25/24
					TINY ART VINYL	GRANT FUNDS				
2059				12/24	AP 06/11/24 0000000	SIGNS & DESIGNS, INC.	205.00			06/25/24
					P2P VINYL	GRANT FUNDS				
PROJECT#:				577						
ACCOUNT TOTAL							300.00	.00	300.00	
101-1199-421.31-45 HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS										
2071				12/24	AP 05/30/24 0000000	SIGNS & DESIGNS, INC.	510.00			06/25/24
					AQUATIC BENCHES					
ACCOUNT TOTAL							510.00	.00	510.00	
101-1199-431.88-01 OUTSIDE AGENCIES / MET-CF DISABLED										
2076				12/24	AP 06/30/24 0000000	METROPOLITAN TRANSIT AUTHORIT	1,199.86			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 4
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-431.88-01 OUTSIDE AGENCIES / MET-CF DISABLED							continued			
PAYMENT FOR FY24-FINAL										
ACCOUNT TOTAL							1,199.86	.00	1,199.86	
101-1199-431.88-02 OUTSIDE AGENCIES / MET-RTC										
2076		12/24	AP	06/30/24	0000000	METROPOLITAN TRANSIT AUTHORIT	799.27			06/25/24
PAYMENT FOR FY24-FINAL										
ACCOUNT TOTAL							799.27	.00	799.27	
101-1199-431.88-11 OUTSIDE AGENCIES / MET-TRANSIT AUTHORITY										
2076		12/24	AP	06/30/24	0000000	METROPOLITAN TRANSIT AUTHORIT	11,361.13			06/25/24
PAYMENT FOR FY24-FINAL										
ACCOUNT TOTAL							11,361.13	.00	11,361.13	
101-1199-431.88-12 OUTSIDE AGENCIES / MET-CAPITAL REPLACEMENT										
2076		12/24	AP	06/30/24	0000000	VEHICLE MAINTENANCE FUND	32.45			06/25/24
PAYMENT FOR FY24-FINAL										
ACCOUNT TOTAL							32.45	.00	32.45	
101-1199-431.88-19 OUTSIDE AGENCIES / MET-ROUTE 9										
2076		12/24	AP	06/30/24	0000000	METROPOLITAN TRANSIT AUTHORIT	1,183.94			06/25/24
PAYMENT FOR FY24-FINAL										
ACCOUNT TOTAL							1,183.94	.00	1,183.94	
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
2076		12/24	AP	06/07/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	374.69			06/25/24
6/3 MTG-MINUTES										
2076		12/24	AP	06/07/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	423.68			06/25/24
6/3 MTG-BILLS										
2076		12/24	AP	06/04/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	61.57			06/25/24
PH NTC-2216 MAIN STREET										
2076		12/24	AP	05/30/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	408.05			06/25/24
5/20 MTG MINUTES										
2076		12/24	AP	05/30/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	183.47			06/25/24
05/31/24 RECEIPTS										
2076		12/24	AP	05/30/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	822.20			06/25/24
5/20 MTG-BILLS										
ACCOUNT TOTAL							2,273.66	.00	2,273.66	

PREPARED 06/25/2024, 11:00:31
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

GROUP	PO	ACCTG	---	TRANSACTION	---				CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 101 GENERAL FUND										
101-1199-441.89-11						MISCELLANEOUS SERVICES / LEAGUE DUES				
13		01/25 AP		06/15/24	0000000	IOWA LEAGUE-CITIES	13,482.00			06/25/24
		2024-2025				MEMBERSHIP DUES				
						07/01/24-06/30/25				
						ACCOUNT TOTAL	13,482.00	.00	13,482.00	
101-2205-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56			06/25/24
						COPY PAPER				
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.02			06/25/24
						GEL/ROLLER/BALLPOINT PENS				
						AA BATTERIES				
						ACCOUNT TOTAL	6.58	.00	6.58	
101-2235-412.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	18.99			06/25/24
						COPY PAPER				
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	16.88			06/25/24
						GEL/ROLLER/BALLPOINT PENS				
						AA BATTERIES				
						ACCOUNT TOTAL	35.87	.00	35.87	
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES										
2112		12/24 AP		06/13/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			06/25/24
						CODE MOW-514 W SEERLEY				
2112		12/24 AP		06/13/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			06/25/24
						CODE MOW-305 N ELLEN				
						BACKYARD/FOUNDATION WEEDS				
2112		12/24 AP		06/13/24	0000000	PROFESSIONAL LAWN CARE, LLC	95.00			06/25/24
						CODE MOW-214 W 12TH				
						SIDEWALK				
2112		12/24 AP		06/11/24	0000000	PROFESSIONAL LAWN CARE, LLC	380.00			06/25/24
						CODE MOW-422 PERFORMANCE				
2112		12/24 AP		06/11/24	0000000	PROFESSIONAL LAWN CARE, LLC	142.50			06/25/24
						CODE MOW-3120 HOMEWAY				
						ACCOUNT TOTAL	807.50	.00	807.50	
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING										
2112		12/24 AP		05/21/24	0000000	STOREY KENWORTHY	113.65			06/25/24
						#10 COMM DEV ENVELOPES				
						ACCOUNT TOTAL	113.65	.00	113.65	
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.20			06/25/24
						COPY PAPER				

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 6
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND								
101-2245-442.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES					continued			
2112		12/24 AP	06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT GEL/ROLLER/BALLPOINT PENS	8.10		06/25/24	
ACCOUNT TOTAL					23.30	.00	23.30	
101-2253-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
2097		12/24 AP	06/07/24 0000000	OFFICE EXPRESS OFFICE PRODUCT COPYPAPER	75.98		06/25/24	
2097		12/24 AP	06/05/24 0000000	OFFICE EXPRESS OFFICE PRODUCT NOTEBOOKS	41.50		06/25/24	
ACCOUNT TOTAL					117.48	.00	117.48	
101-2253-423.72-28 OPERATING SUPPLIES / CAMP SUPPLIES								
2115		12/24 AP	06/18/24 0000000	IOWA SPORTS SUPPLY ICE PACKS	108.00		06/25/24	
2097		12/24 AP	06/11/24 0000000	ESCAPOLOGY CAMP FIELD TRIP	1,000.00		06/25/24	
ACCOUNT TOTAL					1,108.00	.00	1,108.00	
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT								
2115		12/24 AP	06/13/24 0000000	XPRESSIONS TBALL TSHITS	1,324.80		06/25/24	
2115		12/24 AP	05/31/24 0000000	COOLEY PUMPING, LLC PORTA POT	95.00		06/25/24	
2115		12/24 AP	05/31/24 0000000	COOLEY PUMPING, LLC PORTA-POT	95.00		06/25/24	
2115		12/24 AP	05/31/24 0000000	COOLEY PUMPING, LLC PORTA POT	95.00		06/25/24	
2120		12/24 AP	04/17/24 0000000	XPRESSIONS TEAM JERSEYS	1,717.50		06/25/24	
ACCOUNT TOTAL					3,327.30	.00	3,327.30	
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS								
2115		12/24 AP	06/20/24 0000000	MYERS-COX COMPANY CONCESSION STOCK	3,521.15		06/25/24	
2115		12/24 AP	06/18/24 0000000	MARTIN BROS.DISTRIBUTING HOT DOGS / BOSCO STICKS	192.88		06/25/24	
2097		12/24 AP	06/13/24 0000000	MYERS-COX COMPANY CONCESSION STOCK	228.88		06/25/24	
2097		12/24 AP	06/13/24 0000000	MYERS-COX COMPANY CONCESSIONS RE-STOCK	3,419.78		06/25/24	
2115		12/24 AP	06/13/24 0000000	ATLANTIC COCA-COLA	802.45		06/25/24	

PREPARED 06/25/2024, 11:00:31
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 7
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2253-423.72-41 OPERATING SUPPLIES / THE FALLS CONCESSIONS continued										
2097				12/24	AP 06/06/24 0000000	MYERS-COX COMPANY FALLS CONCESSION ORDER	1,743.00			06/25/24
ACCOUNT TOTAL							9,908.14	.00	9,908.14	
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
2115				12/24	AP 06/18/24 0000000	PRINT INNOVATIONS CYCLING STUDIO "WALL OF FAME"	740.00			06/25/24
2097				12/24	AP 06/12/24 0000000	CENTURY MARTIAL ARTS SUPPLY KICKBOXING BAG & BASE	1,034.94			06/25/24
ACCOUNT TOTAL							1,774.94	.00	1,774.94	
101-2253-423.73-17 OTHER SUPPLIES / THE FALLS POOL CHEMICALS										
2115				12/24	AP 06/13/24 0000000	ACCO UNLIMITED CORPORATION CHLORINE & ACID	2,819.40			06/25/24
2097				12/24	AP 06/10/24 0000000	ACCO UNLIMITED CORPORATION ACID	556.60			06/25/24
ACCOUNT TOTAL							3,376.00	.00	3,376.00	
101-2253-423.86-30 REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP										
2097				12/24	AP 06/10/24 0000000	VESTIS REC CTR MATS	31.75			06/25/24
2071				12/24	AP 05/31/24 0000000	NAPA AUTO PARTS NAPA PARTS	34.67			06/25/24
2097				12/24	AP 04/12/24 0000000	VESTIS REC CTR MATS	31.75			06/25/24
ACCOUNT TOTAL							98.17	.00	98.17	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
2115				12/24	AP 06/18/24 0000000	PLUMB TECH INC. SHOWER MIXER REPAIR	732.10			06/25/24
2097				12/24	AP 06/12/24 0000000	CARRICO AQUATIC RESOURCES INC CHLORINE PROBE - ZD	370.00			06/25/24
2097				12/24	AP 06/10/24 0000000	PLUMB TECH INC. BACKFLOW VALVE REPAIR	100.00			06/25/24
2097				12/24	AP 06/04/24 0000000	CARRICO AQUATIC RESOURCES INC UV TECH CONSULT, PRESSURE SWITCH, FEMALE ADAPTER	262.78			06/25/24
2071				12/24	AP 05/31/24 0000000	NAPA AUTO PARTS NAPA PARTS	215.61			06/25/24
2097				12/24	AP 05/22/24 0000000	FASTENAL COMPANY 4 GALLON SIMPLE GREEN D	124.00			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 8
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-2253-423.86-31			REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.					continued			
2097			12/24 AP 04/30/24 0000000				ROYALTURF INC	393.75			06/25/24
			LANDSCAPING-INTERIOR								
			ACCOUNT TOTAL					2,198.24	.00	2,198.24	
101-2253-423.87-04 RENTALS / CF SCHOOL FACILITIES											
2115			12/24 AP 06/17/24 0000000				CEDAR FALLS COMMUNITY SCHOOLS	15,000.00			06/25/24
			FACILITY USAGE 2023-2024								
			ACCOUNT TOTAL					15,000.00	.00	15,000.00	
101-2253-423.89-06 MISCELLANEOUS SERVICES / INDOOR POOL OPERATIONS											
2115			12/24 AP 06/17/24 0000000				CEDAR FALLS COMMUNITY SCHOOLS	21,254.92			06/25/24
			POOL USAGE 2023-2024								
			ACCOUNT TOTAL					21,254.92	.00	21,254.92	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
2059			12/24 AP 06/05/24 0000000				POLK'S LOCK SERVICE, INC.	4.00			06/25/24
			NEW KEY - ELEVATOR ROOM								
			ACCOUNT TOTAL					4.00	.00	4.00	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES											
2059			12/24 AP 06/03/24 0000000				SIGNS & DESIGNS, INC.	65.00			06/25/24
			P2P ARTIST BIOS								
			PROJECT#: 577								
			ACCOUNT TOTAL					65.00	.00	65.00	
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE											
2059			12/24 AP 06/13/24 0000000				FINAL THURSDAY PRESS	130.96			06/25/24
			JAMES HEARST BOOKS				10 PLANTING, 8 THE WORTH				
			ACCOUNT TOTAL					130.96	.00	130.96	
101-2280-423.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES											
2059			12/24 AP 06/13/24 0000000				O'DONNELL ACE HARDWARE	30.07			06/25/24
			LED LIGHT BULBS - KITCHEN								
			ACCOUNT TOTAL					30.07	.00	30.07	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 9
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2059		12/24 AP		06/11/24	0000000	LEADLEY, CASSIDY	250.00			06/25/24
2059		6/10-6/14		12/24 AP	06/10/24 0000000	SCIENCE COURSES PLANNING AND INSTRUCTING	13.94			06/25/24
2059		12/24 AP		06/01/24	0000000	MAT SERVICE DOOLEY, ALEXANDRA	200.00			06/25/24
1		01/25 AP		06/04/24	0000000	ART CAN HELP WORKSHOP 1-4PM ON 6/22/24	100.00			06/25/24
1		01/25 AP		06/04/24	0000000	WEAVING ACTIVITY ON 7/14 FOR ARTISANS IN GARDEN	150.00			06/25/24
						PERFORM MUSIC ON 7/14/24 FOR ARTISANS IN GARDEN				
						ACCOUNT TOTAL	713.94	.00		713.94
101-2280-423.89-33 MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM										
1		01/25 AP		06/04/24	0000000	BOWMAN, WENDY SUE	400.00			06/25/24
						PARTY ON THE PATIO 7/11 CALIFORNIA AND SUNNYSIDE				
						ACCOUNT TOTAL	400.00	.00		400.00
101-2280-423.93-01 EQUIPMENT / EQUIPMENT										
2059		12/24 AP		06/11/24	0000000	VAN DOREN'S, LLC	944.00			06/25/24
						PERM COLLECTION FRAMING KIM BEHM				
						ACCOUNT TOTAL	944.00	.00		944.00
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2076		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	9.12			06/25/24
						LETTER COPY PAPER				
						ACCOUNT TOTAL	9.12	.00		9.12
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
2113		12/24 AP		06/07/24	0000000	VESTIS	31.34			06/25/24
2113		12/24 AP		06/07/24	0000000	TOWELS & MATS-PSS BLDG	7.25			06/25/24
2113		12/24 AP		04/12/24	0000000	TOWELS -STATION #2	7.25			06/25/24
2113		12/24 AP		04/12/24	0000000	TOWELS & MATS - PSS BLDG	31.35			06/25/24
						ACCOUNT TOTAL	77.19	.00		77.19
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES										

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 10
 ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	----	TRANSACTION	----		DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES						continued				
2113		12/24	AP	06/05/24	0000000	BOUND TREE MEDICAL, LLC	187.90			06/25/24
						MED RESCUE SUPPLIES; ADULT OXY MASK(X 10)				
2113		12/24	AP	05/29/24	0000000	BOUND TREE MEDICAL, LLC	360.82			06/25/24
						MED RESCUE SUPPLIES;MASKS TEST STRIPS;SPLINTS;GAUZE				
ACCOUNT TOTAL							548.72	.00		548.72
101-4511-414.72-09 OPERATING SUPPLIES / EQUIPMENT REPAIR										
2113		12/24	AP	06/08/24	0000000	O'DONNELL ACE HARDWARE	7.69			06/25/24
						1"GALV ADPTR-REPAIR #562				
2113		12/24	AP	05/29/24	0000000	FEDERAL EXPRESS	17.87			06/25/24
						SHIP FOR SERVICE/REPAIR				
ACCOUNT TOTAL							25.56	.00		25.56
101-4511-414.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
2113		12/24	AP	06/11/24	0000000	BLACK HAWK CO.E911-TREASURER	3,350.71			06/25/24
						FIRE EDACS FEE;APR-JUN'24 QTR 4				
ACCOUNT TOTAL							3,350.71	.00		3,350.71
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2113		12/24	AP	06/11/24	0000000	KIRK GROSS COMPANY	217.50			06/25/24
						BLDG REPAIR;DESK CONTRLLR				
2113		12/24	AP	06/11/24	0000000	KIRK GROSS COMPANY	39.00			06/25/24
						STEELCASE TRIM SPRNG CLIP				
ACCOUNT TOTAL							256.50	.00		256.50
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES										
2113		12/24	AP	06/11/24	0000000	MENARDS-CEDAR FALLS	33.28			06/25/24
						DISHSOAP,WAND,DETERGENT STATION SUPPLIES				
2071		12/24	AP	05/31/24	0000000	NAPA AUTO PARTS	367.93			06/25/24
						NAPA PARTS				
ACCOUNT TOTAL							401.21	.00		401.21
101-4511-414.81-46 PROFESSIONAL SERVICES / EMERGENCY MANAGEMENT										
13		01/25	AP	06/17/24	0000000	BLACK HAWK CO.EMERGENCY MGMT.	52,775.85			06/25/24
						FY25 EMA OPERATING BUDGET				
ACCOUNT TOTAL							52,775.85	.00		52,775.85

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 11
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-4511-414.81-71						PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH				
12		01/25 AP		07/01/24	0000000	BLACK HAWK CO.AUDITOR	88,342.45			06/25/24
						FY25-Q1 CONSOLIDATED COMM				
						ACCOUNT TOTAL	88,342.45	.00	88,342.45	
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2113		12/24 AP		06/10/24	0000000	HAWKEYE COMMUNITY COLLEGE	1,793.50			06/25/24
						REG.FEES-PARAMED;RICHTER 5/13-7/30/24 TUITION,FEES				
2113		12/24 AP		06/03/24	0000000	FIRE SERVICE TRNG. BUREAU	150.00			06/25/24
						CERT.FEES;FF1-RIOS AND HAZMAT-RIOS & PENSEL				
						ACCOUNT TOTAL	1,943.50	.00	1,943.50	
101-4511-414.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
2113		12/24 AP		06/12/24	0000000	PROSHIELD FIRE & SECURITY	536.50			06/25/24
						FIRE EXT. INSPECT/SERVICE 4600 S MAIN + SPARES				
						ACCOUNT TOTAL	536.50	.00	536.50	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2110		12/24 AP		06/18/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	307.35			06/25/24
						PAPER,NOTE PADS,PENS, FILE TOTES FOR INVEST.				
2076		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70			06/25/24
						LETTER COPY PAPER				
2113		12/24 AP		06/07/24	0000000	VESTIS	25.37			06/25/24
						MATS-PSS BLDG				
2113		12/24 AP		04/12/24	0000000	VESTIS	25.36			06/25/24
						MATS - PSS BLDG				
						ACCOUNT TOTAL	363.78	.00	363.78	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
2110		12/24 AP		05/14/24	0000000	WERTJES UNIFORMS	150.00			06/25/24
						OFCCR.OPT.EQUIP-KRAMER STRION FLASHLIGHT				
						ACCOUNT TOTAL	150.00	.00	150.00	
101-5521-415.72-23 OPERATING SUPPLIES / RADIO & MDC FEES										
2110		12/24 AP		06/11/24	0000000	BLACK HAWK CO.E911-TREASURER	5,120.90			06/25/24
						POL.EDACS FEES;APR-JUN'24				
						ACCOUNT TOTAL	5,120.90	.00	5,120.90	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 12
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-2110		415.72	29	12/24	06/10/24 0000000	OPERATING SUPPLIES / SWAT EQUIPMENT STREICHER'S INC. SWAT AMMUNITIONS	852.82			06/25/24
ACCOUNT TOTAL							852.82	.00	852.82	
101-5521-2110		415.72	33	12/24	06/06/24 0000000	OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM RESERVE UNIFRM ALLOWNCE COVER-ALL EMBROIDERY, INC. ERICKSON;CF POLICE CAP	12.00			06/25/24
ACCOUNT TOTAL							12.00	.00	12.00	
101-5521-2110		415.81	01	12/24	06/17/24 0000000	PROFESSIONAL SERVICES / PROFESSIONAL SERVICES HAWKEYE POLYGRAPH & INVESTIGA PSO HIRE;POLYGRPH-HUEBNER	350.00			06/25/24
101-5521-2110		415.81	01	12/24	06/04/24 0000000	MCKENNA MCNELLY PHOTOGRAPHY PROF.PHOTO- RIOS	75.00			06/25/24
101-5521-12		415.81	01	12/24	05/16/24 0000000	MCKENNA MCNELLY PHOTOGRAPHY GROUP PHOTOS HONOR GUARD	350.00			06/25/24
101-5521-12		415.81	01	01/25	07/01/24 0000000	TARGETSOLUTIONS LEARNING, LLC VECTORSOLUTIONS SOFTWARE 7/1/24 - 6/30/2025	13,720.95			06/25/24
ACCOUNT TOTAL							14,495.95	.00	14,495.95	
101-5521-12		415.81	71	01/25	07/01/24 0000000	PROFESSIONAL SERVICES / CONSOLIDATED DISPATCH BLACK HAWK CO.AUDITOR FY25-Q1 CONSOLIDATED COMM	176,687.55			06/25/24
ACCOUNT TOTAL							176,687.55	.00	176,687.55	
101-5521-2110		415.83	06	12/24	05/30/24 0000000	TRANSPORTATION&EDUCATION / EDUCATION IOWA LAW ENFORCEMENT ACADEMY CERT.FEES-FIREARMS INSTR KRAMER	625.00			06/25/24
ACCOUNT TOTAL							625.00	.00	625.00	
101-5521-2110		415.83	08	12/24	06/19/24 0000000	TRANSPORTATION&EDUCATION / ACADEMY HY-VEE KITCHEN MEALS-ILEA TRNG JOHNSTON PUGH	2,596.84			06/25/24
101-5521-2110		415.83	08	12/24	05/29/24 0000000	IOWA LAW ENFORCEMENT ACADEMY ILEA BASIC I - PUGH 4/29/24 - 8/16/24	6,650.00			06/25/24
ACCOUNT TOTAL							9,246.84	.00	9,246.84	

PREPARED 06/25/2024, 11:00:31
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 13
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-5521-415.86-06						REPAIR & MAINTENANCE / WEAPONS MAINTENANCE				
2110				12/24	AP 06/07/24 0000000	BROWNELLS, INC.	82.76			06/25/24
						AR15 BUFFER TUBE/CTR STCK RIFLE MAINTENANCE				
						ACCOUNT TOTAL	82.76	.00	82.76	
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
2110				12/24	AP 06/07/24 0000000	WERTJES UNIFORMS	225.85			06/25/24
						UNIFORM ALLOWNCE-CARMAN S/S POLO,L/S POLO, SOCKS				
2110				12/24	AP 06/06/24 0000000	WERTJES UNIFORMS	234.60			06/25/24
						UNIFORM ALLOWNCE-ARIES S/S POLO,L/S POLO,PATCHES				
2110				12/24	AP 06/06/24 0000000	WERTJES UNIFORMS	35.80			06/25/24
						UNIFORM-SHAFER LT PROMO COLLAR BRASS,BARS				
2110				12/24	AP 06/06/24 0000000	WERTJES UNIFORMS	24.90			06/25/24
						UNIFORM-SHAFER LT PROMO REMVE/REPL PATCHES				
2110				12/24	AP 06/03/24 0000000	WERTJES UNIFORMS	185.80			06/25/24
						UNIFORM ALLOWNCE-CARMAN S/S SHIRT,L/S SHIRT,PANTS				
2110				12/24	AP 05/30/24 0000000	WERTJES UNIFORMS	18.00			06/25/24
						UNIFORM ALLOWNCE-SHAFER REPAIR VEST;REPL PATCHES				
2110				12/24	AP 05/24/24 0000000	WERTJES UNIFORMS	91.10			06/25/24
						UNIFORM-LADAGE CPT PROMO REMOV/REPL PATCHES				
2110				12/24	AP 05/14/24 0000000	WERTJES UNIFORMS	89.00			06/25/24
						UNIFRM ALLOW - KRAMER 5.11 CARGO PANTS				
2110				12/24	AP 04/13/24 0000000	WERTJES UNIFORMS	182.85			06/25/24
						UNIFORM ALLOWNCE-GERZEMA PANTS,SIDE ZIP BOOT				
						ACCOUNT TOTAL	1,087.90	.00	1,087.90	
101-5521-415.93-01 EQUIPMENT / EQUIPMENT										
2110				12/24	AP 06/11/24 0000000	STREICHER'S INC.	13,050.00			06/25/24
						90 HOLSTERS;31 BELT LOOP; 31 LOCKING KITS				
						ACCOUNT TOTAL	13,050.00	.00	13,050.00	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
2110				12/24	AP 06/06/24 0000000	CEDAR BEND HUMANE SOCIETY	5,833.80			06/25/24
						MAY'24 ANIMAL SURRENDER				
						ACCOUNT TOTAL	5,833.80	.00	5,833.80	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2114				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.32			06/25/24
						OFFICE SUPPLIES, BINDER CLIPS, PAPER				
2071				12/24	AP 06/07/24 0000000	CONSOLIDATED ENERGY COMPANY	759.53			06/25/24
						CEMETERY FUEL				
2071				12/24	AP 05/31/24 0000000	CULLIGAN WATER CONDITIONING	23.25			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 14
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
2071				12/24	AP 05/31/24 0000000	CEMETERY WATER NAPA AUTO PARTS	345.39			06/25/24
ACCOUNT TOTAL							1,130.49	.00	1,130.49	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2114				12/24	AP 06/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT TISSUES	221.64			06/25/24
2114				12/24	AP 06/17/24 0000000	PROJECT#: 062506 URINAL DEODORIZER	26.08			06/25/24
2114				12/24	AP 06/14/24 0000000	PROJECT#: 062505 O'DONNELL ACE HARDWARE	12.69			06/25/24
2114				12/24	AP 06/13/24 0000000	PROJECT#: 062501 OFFICE SUPPLIES, BINDER	1.85			06/25/24
2114				12/24	AP 06/13/24 0000000	PROJECT#: 062505 OFFICE EXPRESS OFFICE PRODUCT CLEANERS, LINERS, TISSUE	400.59			06/25/24
2114				12/24	AP 06/06/24 0000000	PROJECT#: 062511 MENARDS-CEDAR FALLS DEHUMIDIFIER	99.99			06/25/24
2114				12/24	AP 06/05/24 0000000	PROJECT#: 062501 MENARDS-CEDAR FALLS DEHUMIDIFIERS	359.98			06/25/24
2063				12/24	AP 06/04/24 0000000	PROJECT#: 062505 OFFICE EXPRESS OFFICE PRODUCT HANDWASH, LINERS, BANDS	296.25			06/25/24
2063				12/24	AP 06/04/24 0000000	PROJECT#: 062511 OFFICE EXPRESS OFFICE PRODUCT TISSUE, SOAP AND LINERS	454.29			06/25/24
2063				12/24	AP 06/04/24 0000000	PROJECT#: 062501 OFFICE EXPRESS OFFICE PRODUCT TISSUE, SOAP AND LINERS	533.07			06/25/24
2063				12/24	AP 06/04/24 0000000	PROJECT#: 062505 OFFICE EXPRESS OFFICE PRODUCT TISSUE, SOAP AND LINERS	77.21			06/25/24
2063				12/24	AP 06/04/24 0000000	PROJECT#: 062507 OFFICE EXPRESS OFFICE PRODUCT SOAP	396.48			06/25/24
2063				12/24	AP 06/04/24 0000000	PROJECT#: 062501 OFFICE EXPRESS OFFICE PRODUCT BOWL CLEANER	75.66			06/25/24
2063				12/24	AP 06/03/24 0000000	PROJECT#: 062511 OFFICE EXPRESS OFFICE PRODUCT LAUNDRY DETERGENT	47.84			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 15
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES							continued			
2071		12/24	AP	05/31/24	0000000	NAPA AUTO PARTS	79.69		06/25/24	
						NAPA PARTS				
2063		12/24	AP	05/14/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	339.36		06/25/24	
						LINERS, TISSUE, TOWELS, SOAP				
						PROJECT#: 062501				
2063		12/24	AP	05/14/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	78.78		06/25/24	
						LINERS, TISSUE, TOWELS, SOAP				
						PROJECT#: 062505				
2063		12/24	AP	05/14/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	664.53		06/25/24	
						LINERS, TISSUE, TOWELS, SOAP				
						PROJECT#: 062507				
						ACCOUNT TOTAL	4,165.98	.00	4,165.98	
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2114		12/24	AP	06/18/24	0000000	PLUMB TECH INC.	200.00		06/25/24	
						BOILER INSPECTIONS				
						PROJECT#: 062511				
2114		12/24	AP	06/17/24	0000000	O'DONNELL ACE HARDWARE	8.69		06/25/24	
						PIPE JOINT COMPOUND				
						PROJECT#: 062506				
2114		12/24	AP	06/14/24	0000000	O'DONNELL ACE HARDWARE	22.67		06/25/24	
						VALVE AND FITTINGS				
						PROJECT#: 062506				
2114		12/24	AP	06/14/24	0000000	O'DONNELL ACE HARDWARE	3.98		06/25/24	
						VINYL TUBING				
						PROJECT#: 062506				
2063		12/24	AP	06/05/24	0000000	JOHNSTONE SUPPLY OF WATERLOO	601.57		06/25/24	
						TEMP HUMIDITY METER				
						PROJECT#: 062506				
2114		12/24	AP	06/05/24	0000000	CHRISTIE DOOR COMPANY	175.00		06/25/24	
						OVERHEAD DOOR REPAIR				
						PROJECT#: 062511				
2063		12/24	AP	05/29/24	0000000	MENARDS-CEDAR FALLS	46.68		06/25/24	
						STORAGE BOX, ANCHORS				
						PROJECT#: 062507				
2063		12/24	AP	05/24/24	0000000	FERGUSON ENTERPRISES, INC.	399.12		06/25/24	
						SINK DRAIN COVERS ADA				
						PROJECT#: 062511				
2063		12/24	AP	05/20/24	0000000	FASTENAL COMPANY	25.16		06/25/24	
						ANCHORS				
						PROJECT#: 062503				
						ACCOUNT TOTAL	1,482.87	.00	1,482.87	
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL										
2063		12/24	AP	06/05/24	0000000	PLUNKETT'S PEST CONTROL, INC	86.80		06/25/24	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 16
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL						continued				
PEST CONTROL										
PROJECT#: 062509										
2063		12/24	AP	06/04/24	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		06/25/24	
PEST CONTROL										
PROJECT#: 062506										
ACCOUNT TOTAL							128.80	.00	128.80	
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS										
2063		12/24	AP	06/10/24	0000000	VESTIS	56.85		06/25/24	
MAT SERVICE										
PROJECT#: 062501										
2063		12/24	AP	06/07/24	0000000	VESTIS	134.80		06/25/24	
MAT AND TOWEL SERVICE										
PROJECT#: 062506										
2114		12/24	AP	06/05/24	0000000	IA.DIV.LABOR-BOILER/ELEVATOR	75.00		06/25/24	
ELEVATOR PERMITS										
PROJECT#: 062503										
2063		12/24	AP	05/31/24	0000000	PROSHIELD FIRE & SECURITY	146.25		06/25/24	
FIRE EXT SERVICE										
PROJECT#: 062511										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
AUG'23-OCT'23										
PROJECT#: 062503										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
AUG'23-OCT'23;										
PROJECT#: 062501										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
AUG'23-OCT'23;										
PROJECT#: 062505										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
AUG'23-OCT'23;										
PROJECT#: 062511										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
FEB'24-APR'24										
PROJECT#: 062501										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
FEB'24-APR'24										
PROJECT#: 062503										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
FEB'24-APR'24										
PROJECT#: 062505										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
FEB'24-APR'24										
PROJECT#: 062511										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION	152.85		06/25/24	
ELEVATOR SERVICE										
NOV'23-JAN'24										
PROJECT#: 062501										

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 17
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBIT'S	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued				
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION ELEVATOR SERVICE NOV'23-JAN'24	152.85		06/25/24	
PROJECT#: 062503										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION ELEVATOR SERVICE NOV'23-JAN'24	152.85		06/25/24	
PROJECT#: 062505										
2063		12/24	AP	03/21/24	0000000	TK ELEVATOR CORPORATION ELEVATOR SERVICE NOV'23-JAN'24	152.85		06/25/24	
PROJECT#: 062511										
ACCOUNT TOTAL							2,247.10	.00	2,247.10	
101-6625-432.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2112		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT COPY PAPER	18.99		06/25/24	
2112		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT GEL/ROLLER/BALLPOINT PENS AA BATTERIES	24.97		06/25/24	
ACCOUNT TOTAL							43.96	.00	43.96	
101-6625-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2100		12/24	AP	06/04/24	0000000	MENARDS-CEDAR FALLS INSECT REPELENT	15.96		06/25/24	
ACCOUNT TOTAL							15.96	.00	15.96	
101-6625-432.86-25 REPAIR & MAINTENANCE / ENGINEERING & ARCHITECT.										
2100		12/24	AP	06/10/24	0000000	TERRACON CONSULTANTS, INC. 3329-HIDDEN PINES ADD BILL TO DEVELOP-06/01/24	913.01		06/25/24	
PROJECT#: 023329										
ACCOUNT TOTAL							913.01	.00	913.01	
101-6633-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2114		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT OFFICE SUPPLIES, BINDER CLIPS, PAPER	6.94		06/25/24	
ACCOUNT TOTAL							6.94	.00	6.94	
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2114		12/24	AP	06/13/24	0000000	DIAMOND VOGEL PAINT - #52 SIGN PAINT	97.88		06/25/24	
2114		12/24	AP	06/13/24	0000000	SITEONE LANDSCAPE SUPPLY,LLC TREE CHEMICAL	1,268.15		06/25/24	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 18
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
2108				12/24 AP 06/12/24	0000000 O'DONNELL ACE HARDWARE	42.76		06/25/24	
					BUG SPRAY				
2108				12/24 AP 06/12/24	0000000 O'DONNELL ACE HARDWARE	55.68		06/25/24	
					PRUNER/TANK SPRAYER				
2108				12/24 AP 06/12/24	0000000 SHERWIN-WILLIAMS COMPANY	27.86		06/25/24	
					HORTICULTURE SUPPLIES				
2108				12/24 AP 06/11/24	0000000 DIAMOND VOGEL PAINT - #52	9.06		06/25/24	
					ORCHARD HILL BATHROOM				
2108				12/24 AP 06/07/24	0000000 BENTON'S SAND & GRAVEL, INC.	79.02		06/25/24	
					RIVER ROCKS				
2108				12/24 AP 06/07/24	0000000 MENARDS-CEDAR FALLS	33.50		06/25/24	
					COUPLINGS/SCOOP/CLOTH				
2108				12/24 AP 06/07/24	0000000 O'DONNELL ACE HARDWARE	31.92		06/25/24	
					NUTS & BOLTS				
2108				12/24 AP 06/07/24	0000000 O'DONNELL ACE HARDWARE	13.38		06/25/24	
					PIPE CAP				
2108				12/24 AP 06/07/24	0000000 ZIMCO SUPPLY CO.	894.00		06/25/24	
					HYDRO SEEDING SUPPLIES				
2108				12/24 AP 06/06/24	0000000 BENTON'S SAND & GRAVEL, INC.	173.45		06/25/24	
					RIVER ROCKS				
2071				12/24 AP 06/05/24	0000000 O'DONNELL ACE HARDWARE	7.69		06/25/24	
					HYDRO SEEDER				
2071				12/24 AP 06/05/24	0000000 O'DONNELL ACE HARDWARE	23.83		06/25/24	
					THREAD TP/HOSE CLAMP/BUSH				
2108				12/24 AP 06/05/24	0000000 O'DONNELL ACE HARDWARE	15.69		06/25/24	
					STRAIGHT STOP VAVLE				
2108				12/24 AP 06/04/24	0000000 WAPSIE PINES LAWN CARE/LANDSC	224.50		06/25/24	
					ANNUAL PLANTS				
2108				12/24 AP 06/03/24	0000000 MENARDS-CEDAR FALLS	5.78		06/25/24	
					RISER/COUPLING				
2071				12/24 AP 05/31/24	0000000 CULLIGAN WATER CONDITIONING	16.49		06/25/24	
					PARKS UNION ROAD WATER				
2071				12/24 AP 05/31/24	0000000 NAPA AUTO PARTS	1,052.45		06/25/24	
					NAPA PARTS				
2108				12/24 AP 05/31/24	0000000 MENARDS-CEDAR FALLS	22.26		06/25/24	
					HAMMER/AA BATTERIES				
2071				12/24 AP 05/30/24	0000000 O'DONNELL ACE HARDWARE	28.77		06/25/24	
					PAINT & BRUSHES				
2071				12/24 AP 05/30/24	0000000 O'DONNELL ACE HARDWARE	54.45		06/25/24	
					HOSE/O-RING/CLEANER/RAGS				
2071				12/24 AP 05/24/24	0000000 PLUMB SUPPLY COMPANY, LLC	173.14		06/25/24	
					FOUNTAIN REPAIR BIRDSALL				
2071				12/24 AP 05/20/24	0000000 WAPSIE PINES LAWN CARE/LANDSC	185.65		06/25/24	
					VETS FLOWERS				
2063				12/24 AP 05/08/24	0000000 MENARDS-CEDAR FALLS	45.41		06/25/24	
					FOUNTAIN REPAIR				
ACCOUNT TOTAL						4,582.77	.00	4,582.77	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 19
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6633-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
2114		12/24 AP		06/18/24	0000000	O'DONNELL ACE HARDWARE	20.99		06/25/24	
						FILL VALVE LEAK SENTRY				
2108		12/24 AP		05/31/24	0000000	PARK DRINKING FOUNTAIN	115.00		06/25/24	
						COOLEY PUMPING, LLC				
						PORTA POTTY AT EL DORADO				
						ACCOUNT TOTAL	135.99	.00	135.99	
101-6633-423.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2100		12/24 AP		06/03/24	0000000	RITLAND & KUIPER LANDSCAPE AR	1,812.50		06/25/24	
						3303-SEERLEY PARK IMPROV				
						12/1/23-05/31/24				
						PROJECT#: 063303				
						ACCOUNT TOTAL	1,812.50	.00	1,812.50	
						FUND TOTAL	515,437.03	.00	515,437.03	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2114		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.63		06/25/24	
						OFFICE SUPPLIES, BINDER				
						CLIPS, PAPER				
						ACCOUNT TOTAL	4.63	.00	4.63	
206-6637-436.72-16						OPERATING SUPPLIES / TOOLS				
2108		12/24 AP		06/07/24	0000000	MENARDS-CEDAR FALLS	7.99		06/25/24	
						296 CORE				
2063		12/24 AP		05/30/24	0000000	MENARDS-CEDAR FALLS	9.78		06/25/24	
						BLADES				
2063		12/24 AP		05/30/24	0000000	MENARDS-CEDAR FALLS	93.64		06/25/24	
						RECIP.BLADES/LEVEL/SCREWS				
						239 SUPPLIES				
						ACCOUNT TOTAL	111.41	.00	111.41	
206-6637-436.72-56						OPERATING SUPPLIES / FLOOD CONTROL				
2108		12/24 AP		06/11/24	0000000	BENTON'S READY MIX CONCRETE,	996.00		06/25/24	
						ICE HOUSE				
						CENTER STREET				
						ACCOUNT TOTAL	996.00	.00	996.00	
206-6637-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
2114		12/24 AP		04/29/24	0000000	CITY LAUNDERING CO.	36.26		06/25/24	
						1ST AID SUPPLIES				

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 20
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES							continued		
ACCOUNT TOTAL							36.26	.00	36.26
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
2108		12/24 AP		06/03/24	0000000	O'DONNELL ACE HARDWARE SPRAY PAINT	6.69		06/25/24
ACCOUNT TOTAL							6.69	.00	6.69
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS									
2114		12/24 AP		06/13/24	0000000	GIERKE-ROBINSON COMPANY, INC. ADA RAMPS	242.88		06/25/24
2108		12/24 AP		06/10/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH 2ND STREET	819.00		06/25/24
PROJECT#:					062436				
2071		12/24 AP		05/31/24	0000000	WHITE CAP, LP ADA DOMES AND CURE	573.27		06/25/24
ACCOUNT TOTAL							1,635.15	.00	1,635.15
206-6637-436.73-32 OTHER SUPPLIES / STREETS									
2108		12/24 AP		06/13/24	0000000	O'DONNELL ACE HARDWARE SCREWS	5.99		06/25/24
2108		12/24 AP		06/11/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH	342.00		06/25/24
PROJECT#:					062436				
2108		12/24 AP		06/08/24	0000000	ASPRO, INC. ASPHALT	1,412.62		06/25/24
2071		12/24 AP		06/07/24	0000000	BITUMINOUS MATERIALS & SUPPLY CRS-2 EMULSION	2,197.23		06/25/24
2108		12/24 AP		06/05/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH 22ND STREET	1,170.00		06/25/24
PROJECT#:					062436				
2108		12/24 AP		06/04/24	0000000	BENTON'S READY MIX CONCRETE, CFU PATCH 21ST STREET	1,404.00		06/25/24
PROJECT#:					062436				
2063		12/24 AP		05/31/24	0000000	ASPRO, INC. HOT MIX ASPHALT	302.94		06/25/24
2063		12/24 AP		05/31/24	0000000	ASPRO, INC. HOT MIX ASPHALT	1,038.36		06/25/24
2063		12/24 AP		05/31/24	0000000	BMC AGGREGATES L.C. ROCK FOR SPRAY PATCH FOR POTHLES	851.55		06/25/24
2063		12/24 AP		05/31/24	0000000	BMC AGGREGATES L.C. ROCK STONE-ALLEY REPAIR	116.38		06/25/24
2063		12/24 AP		05/31/24	0000000	BMC AGGREGATES L.C. ROCK FOR STREET REPAIRS	799.17		06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 21
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
2071		12/24	AP	05/31/24	0000000	NAPA AUTO PARTS	349.20		06/25/24
						NAPA PARTS			
2063		12/24	AP	05/30/24	0000000	BENTON'S READY MIX CONCRETE, CONCRETE FOR CFU REPAIR	604.00		06/25/24
						21ST AND WASHINGTON			
PROJECT#:				062436					
ACCOUNT TOTAL							10,593.44	.00	10,593.44
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
2100		12/24	AP	06/19/24	0000000	PETERSON CONTRACTORS	3,988.06		06/25/24
						3240-W 27TH STREET RECON			
PROJECT#:				023240					
ACCOUNT TOTAL							3,988.06	.00	3,988.06
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
2114		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.32		06/25/24
						OFFICE SUPPLIES, BINDER			
						CLIPS, PAPER			
ACCOUNT TOTAL							2.32	.00	2.32
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
2108		12/24	AP	06/03/24	0000000	ECHO GROUP, INC.	74.04		06/25/24
						WIRE			
2071		12/24	AP	05/31/24	0000000	NAPA AUTO PARTS	1,782.49		06/25/24
						NAPA PARTS			
ACCOUNT TOTAL							1,856.53	.00	1,856.53
206-6647-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
2114		12/24	AP	04/29/24	0000000	CITY LAUNDERING CO.	26.61		06/25/24
						1ST AID SUPPLIES			
ACCOUNT TOTAL							26.61	.00	26.61
206-6647-436.72-62 OPERATING SUPPLIES / PAINT									
2108		12/24	AP	06/10/24	0000000	GIERKE-ROBINSON COMPANY, INC.	77.06		06/25/24
						PAINT HOSE			
2108		12/24	AP	06/07/24	0000000	MENARDS-CEDAR FALLS	245.75		06/25/24
						PAINT/TANK SPRAYER			
ACCOUNT TOTAL							322.81	.00	322.81

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 22
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	-----TRANSACTION----- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 206 STREET CONSTRUCTION FUND										
206-6647-436.92-01						STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS				
2108		12/24 AP		05/28/24	0000000	ECHO GROUP, INC.	305.08			06/25/24
						POOL LIGHT UPGRADES				
						ACCOUNT TOTAL	305.08	.00	305.08	
						FUND TOTAL	19,884.99	.00	19,884.99	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
217-2214-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2076		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			06/25/24
						LETTER COPY PAPER				
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.04			06/25/24
						COPY PAPER				
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.37			06/25/24
						GEL/ROLLER/BALLPOINT PENS				
						AA BATTERIES				
						ACCOUNT TOTAL	9.83	.00	9.83	
						FUND TOTAL	9.83	.00	9.83	
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2076		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.28			06/25/24
						LETTER COPY PAPER				
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			06/25/24
						COPY PAPER				
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.67			06/25/24
						GEL/ROLLER/BALLPOINT PENS				
						AA BATTERIES				
						ACCOUNT TOTAL	3.71	.00	3.71	
223-2224-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2112		12/24 AP		05/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	2,030.60			06/25/24
						FFY23 AGENCY AWARDS				
						MAY EXPENSES				
						PROJECT#: 022250				
2112		12/24 AP		05/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,083.04			06/25/24
						FFY23 PLAN & REPORTS				
						MAY EXPENSES				
						ACCOUNT TOTAL	3,113.64	.00	3,113.64	
223-2224-432.88-13 OUTSIDE AGENCIES / FAMILY/CHILDRENS COUNCIL										

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 23
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 223 COMMUNITY BLOCK GRANT										
223-2224-432.88-13 OUTSIDE AGENCIES / FAMILY/CHILDRENS COUNCIL						continued				
2076		12/24 AP		06/04/24	0000000	FAMILY & CHILDREN'S COUNCIL	2,375.35		06/25/24	
		CDBG 4TH QTR. FY24								
2076		12/24 AP		06/03/24	0000000	FAMILY & CHILDREN'S COUNCIL	2,375.35		06/25/24	
		CDBG 3RD QTR. FY24								
		ACCOUNT TOTAL					4,750.70	.00	4,750.70	
223-2224-432.88-15 OUTSIDE AGENCIES / WLOO/CF SALVATION ARMY										
2076		12/24 AP		06/10/24	0000000	SALVATION ARMY, THE	4,074.20		06/25/24	
		CDBG 4TH QTR. FY24								
		ACCOUNT TOTAL					4,074.20	.00	4,074.20	
223-2224-432.88-33 OUTSIDE AGENCIES / NORTHEAST IOWA FOOD BANK										
2076		12/24 AP		06/10/24	0000000	NORTHEAST IOWA FOOD BANK	5,171.81		06/25/24	
		CDBG 4TH QTR. FY24								
		ACCOUNT TOTAL					5,171.81	.00	5,171.81	
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT										
2112		12/24 AP		05/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,440.13		06/25/24	
		FFY23 SANITARY SEWER				MAY EXPENSES				
		PROJECT#: 023325								
		ACCOUNT TOTAL					1,440.13	.00	1,440.13	
223-2224-432.89-86 MISCELLANEOUS SERVICES / CONSOLIDATED PLAN										
2112		12/24 AP		06/05/24	0000000	COURIER LEGAL-COLUMN SOFTWARE	90.03		06/25/24	
		GLN-24-28 FAIR HOUSING				06/11/24				
		ACCOUNT TOTAL					90.03	.00	90.03	
223-2234-432.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
2112		12/24 AP		05/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	154.76		06/25/24	
		FFY22 RENTAL REHAB				MAY EXPENSES				
		ACCOUNT TOTAL					154.76	.00	154.76	
		FUND TOTAL					18,798.98	.00	18,798.98	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 24
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND										
2100		12/24 AP		06/13/24	0000000	242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON SCHMITT CONSTRUCTION CO.INC., 3271-N CEDAR HEIGHTS PH2	231,230.20		06/25/24	
PROJECT#:					023271					
2100		12/24 AP		06/13/24	0000000	SCHMITT CONSTRUCTION CO.INC., 3271-N CEDAR HEIGHTS PH1A	59,365.29		06/25/24	
PROJECT#:					023271					
ACCOUNT TOTAL							290,595.49	.00	290,595.49	
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION										
2100		12/24 AP		06/13/24	0000000	PETERSON CONTRACTORS 3299-2023 STREET RECON	14,299.40		06/25/24	
PROJECT#:					023299					
ACCOUNT TOTAL							14,299.40	.00	14,299.40	
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT										
2100		12/24 AP		06/13/24	0000000	PETERSON CONTRACTORS 3283-MAIN ST RECONSTRUCT	172,692.04		06/25/24	
PROJECT#:					023283					
ACCOUNT TOTAL							172,692.04	.00	172,692.04	
FUND TOTAL							477,586.93	.00	477,586.93	
FUND 254 CABLE TV FUND										
2076		12/24 AP		06/13/24	0000000	254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES OFFICE EXPRESS OFFICE PRODUCT	3.00		06/25/24	
2076		12/24 AP		06/13/24	0000000	STAPLES/TAPE/PACKING TAPE OFFICE EXPRESS OFFICE PRODUCT	4.56		06/25/24	
2112		12/24 AP		06/13/24	0000000	LETTER COPY PAPER OFFICE EXPRESS OFFICE PRODUCT	3.04		06/25/24	
ACCOUNT TOTAL							10.60	.00	10.60	
FUND TOTAL							10.60	.00	10.60	

PREPARED 06/25/2024, 11:00:31
PROGRAM GM360L
CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 25
ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 258 PARKING FUND										
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2076				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.88		06/25/24	
						STAPLES/TAPE/PACKING TAPE				
2076				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42		06/25/24	
						LETTER COPY PAPER				
2112				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	4.56		06/25/24	
						COPY PAPER				
2112				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	6.75		06/25/24	
						GEL/ROLLER/BALLPOINT PENS				
						AA BATTERIES				
						ACCOUNT TOTAL	16.61	.00	16.61	
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY										
2076				12/24	AP 06/17/24 0000000	FISHBECK	4,304.30		06/25/24	
						PARKING STUDY				
						THROUGH 06/07/24				
						ACCOUNT TOTAL	4,304.30	.00	4,304.30	
						FUND TOTAL	4,320.91	.00	4,320.91	
FUND 261 TOURISM & VISITORS										
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE										
2121				12/24	AP 06/18/24 0000000	PROFESSIONAL OFFICE SERVICES	555.19		06/25/24	
						JUNE VG MAILING-458				
						PROJECT#: 032432				
						ACCOUNT TOTAL	555.19	.00	555.19	
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM										
2121				12/24	AP 06/10/24 0000000	SPINUTECH WEB DESIGN, INC.	116.25		06/25/24	
						WEB SUPPORT				
						ACCOUNT TOTAL	116.25	.00	116.25	
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE										
2121				12/24	AP 06/07/24 0000000	VESTIS	7.80		06/25/24	
						MAT SERVICE				
						ACCOUNT TOTAL	7.80	.00	7.80	
261-2291-423.88-43 OUTSIDE AGENCIES / COMMUNITY BETTERMENT GRTS										
2121				12/24	AP 06/13/24 0000000	CEDAR FALLS HISTORICAL SOCIET	4,000.00		06/25/24	
						ICE HOUSE PAINTING				
						ACCOUNT TOTAL	4,000.00	.00	4,000.00	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 26
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 261 TOURISM & VISITORS										
261-2291-423.88-47						ECONOMIC DEVEL GRANTS				
2076		12/24	AP	06/19/24	0000000	GROW CEDAR VALLEY	15,000.00		06/25/24	
		FY24 2ND 1/2				JAN'24-JUN'24				
2076		12/24	AP	06/19/24	0000000	CEDAR FALLS ECONOMIC DEVELOPM	15,000.00		06/25/24	
		FY24 2ND 1/2				JAN'24-JUN'24				
		ACCOUNT TOTAL					30,000.00	.00	30,000.00	
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS										
2121		12/24	AP	06/12/24	0000000	WOOLVERTON PRINTING CO.	1,366.00		06/25/24	
		2500				PANTHERS ON PARADE BOOKLETS				
		PROJECT#:				032372				
2121		12/24	AP	06/12/24	0000000	WOOLVERTON PRINTING CO.	370.00		06/25/24	
		40 11x17				PANTHERS ON PARADE MAP PADS				
		PROJECT#:				032372				
2121		12/24	AP	06/10/24	0000000	MCKINZIE, CHAD	3,100.00		06/25/24	
		CLEAR COAT 24				TCS / TRAIL TC SAND/PAINT/RECOAT				
		PROJECT#:				032372				
		ACCOUNT TOTAL					4,836.00	.00	4,836.00	
		FUND TOTAL					39,515.24	.00	39,515.24	
FUND 262 SENIOR SERVICES & COMM CT										
262-1092-423.86-01						REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1751		12/24	AP	06/10/24	0000000	VESTIS	7.80		06/25/24	
		COMM. CENTER MAT				SERVICE				
		ACCOUNT TOTAL					7.80	.00	7.80	
262-1092-423.89-08 MISCELLANEOUS SERVICES / BUS TRIPS/PROGRAMMING										
1751		12/24	AP	06/10/24	0000000	MASMAR, MANDY SUE	180.00		06/25/24	
		SENIOR LINE DANCING FOR				MAY '24				
		ACCOUNT TOTAL					180.00	.00	180.00	
		FUND TOTAL					187.80	.00	187.80	
FUND 291 POLICE FORFEITURE FUND										

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 27
 ACCOUNTING PERIOD 12/2024

GROUP	PO	ACCTG	----	TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT	POST DT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
FUND 292 POLICE RETIREMENT FUND									
FUND 293 FIRE RETIREMENT FUND									
FUND 294 LIBRARY RESERVE									
FUND 295 SOFTBALL PLAYER CAPITAL									
FUND 296 GOLF CAPITAL									
FUND 297 REC FACILITIES CAPITAL									
FUND 298 HEARST CAPITAL									
298-2280-423.88-21 OUTSIDE AGENCIES / PUBLIC ART COMMITTEE									
1		01/25	AP	07/01/24	0000000	50,000.00			06/25/24
		3			PUBLIC ART SCULPTURES				
					BETH NYBECK LLC				
					50% PAYMENT				
ACCOUNT TOTAL						50,000.00	.00	50,000.00	
FUND TOTAL						50,000.00	.00	50,000.00	
FUND 311 DEBT SERVICE FUND									
FUND 402 WASHINGTON PARK FUND									
FUND 404 FEMA									
404-1220-431.95-86 BOND FUND PROJECTS / CENTER STREET STREETScape									
2100		12/24	AP	06/20/24	0000000	17,353.54			06/25/24
					OWEN CONTRACTING INC.				
					3206-CENTER STREETScape				
					PROJECT#: 023206				
ACCOUNT TOTAL						17,353.54	.00	17,353.54	
FUND TOTAL						17,353.54	.00	17,353.54	
FUND 405 FLOOD RESERVE FUND									
405-1220-431.98-43 CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE									
2100		12/24	AP	06/19/24	0000000	3,564.63			06/25/24
					PETERSON CONTRACTORS				
					3290-CEDAR RIVER REC				
					PROJECT#: 023290				
2112		12/24	AP	05/31/24	0000000	1,056.65			06/25/24
					IOWA NORTHLAND REGIONAL CO. O				
					3290-CEDAR RIVER REC				
					MAY EXPENSES				
					PROJECT#: 023290				
ACCOUNT TOTAL						4,621.28	.00	4,621.28	
FUND TOTAL						4,621.28	.00	4,621.28	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 28
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
410-1220-431	92-25	STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON								
2100	12/24	AP 06/13/24	0000000			SCHMITT CONSTRUCTION CO.INC.,	26,429.30		06/25/24	
		3271-N CEDAR HEIGHTS PH1A				SANITARY THRU 05/29/24				
PROJECT#: 023271										
ACCOUNT TOTAL							26,429.30	.00	26,429.30	
410-1220-431.96-78 SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN										
2116	12/24	AP 06/14/24	0000000			EUROFINS CEDAR FALLS	2,289.00		06/25/24	
PROJECT#: 023322										
2116	12/24	AP 06/14/24	0000000			EUROFINS CEDAR FALLS	2,289.00		06/25/24	
PROJECT#: 023322										
2116	12/24	AP 06/14/24	0000000			EUROFINS CEDAR FALLS	2,289.00		06/25/24	
PROJECT#: 023322										
2116	12/24	AP 06/14/24	0000000			EUROFINS CEDAR FALLS	2,289.00		06/25/24	
PROJECT#: 023322										
2116	12/24	AP 06/14/24	0000000			EUROFINS CEDAR FALLS	2,289.00		06/25/24	
PROJECT#: 023322										
2116	12/24	AP 06/14/24	0000000			EUROFINS CEDAR FALLS	2,289.00		06/25/24	
PROJECT#: 023322										
2116	12/24	AP 06/13/24	0000000			STRAND ASSOCIATES, INC.	7,669.10		06/25/24	
PROJECT#: 023322										
ACCOUNT TOTAL							21,403.10	.00	21,403.10	
410-1220-431.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE										
2100	12/24	AP 06/19/24	0000000			PETERSON CONTRACTORS	25,441.00		06/25/24	
PROJECT#: 023182										
ACCOUNT TOTAL							25,441.00	.00	25,441.00	
FUND TOTAL							73,273.40	.00	73,273.40	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 29
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 430 TIF BOND								
430-1220-431.97-64			TIF BOND PROJECTS /	VIKING ROAD EXTENSION				
2100		12/24	AP 06/19/24 0000000	PETERSON CONTRACTORS	3,655.90			06/25/24
			3189-W VIKING IND. PARK V					
PROJECT#:			023189					
ACCOUNT TOTAL					3,655.90	.00	3,655.90	
430-1220-431.97-70 TIF BOND PROJECTS / VIKING ROAD								
2100		12/24	AP 06/13/24 0000000	PETERSON CONTRACTORS	133,805.88			06/25/24
			3212-WEST VIKING RD RECON					
PROJECT#:			023212					
ACCOUNT TOTAL					133,805.88	.00	133,805.88	
FUND TOTAL					137,461.78	.00	137,461.78	
FUND 431 2014 BOND								
FUND 432 2003 BOND								
FUND 433 2001 TIF								
FUND 434 2024 BOND								
434-1220-431.98-81			CAPITAL PROJECTS /	PICKLE BALL COURTS				
2100		12/24	AP 06/13/24 0000000	ASPRO, INC.	9,013.13			06/25/24
			3331-ORCHARD PICKLEBALL					
PROJECT#:			023331					
ACCOUNT TOTAL					9,013.13	.00	9,013.13	
434-1220-431.98-91 CAPITAL PROJECTS / IN CAR CAMERAS/BODY CAMS								
2076		12/24	AP 05/29/24 0000000	STRICTLY TECHNOLOGY, LLC	8,486.82			06/25/24
			PUBLIC SAFETY SWITCHES	AXON				
2076		12/24	AP 05/03/24 0000000	STRICTLY TECHNOLOGY, LLC	300.55			06/25/24
			SFP MODULE-AXON SWITCHES					
ACCOUNT TOTAL					8,787.37	.00	8,787.37	
FUND TOTAL					17,800.50	.00	17,800.50	
FUND 435 1999 TIF								
FUND 436 2016 BOND								

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 30
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 437 2018 BOND									
FUND 438 2020 BOND									
438-1220-431	98-23	CAPITAL PROJECTS / GREENHILL RD & S MAIN INT							
2100		12/24	AP	06/13/24	0000000 PETERSON CONTRACTORS	26,264.46			06/25/24
					3228-GREENHILL/S MAIN INT				
PROJECT#:		023228							
ACCOUNT TOTAL						26,264.46	.00	26,264.46	
FUND TOTAL						26,264.46	.00	26,264.46	
FUND 439 2022 BOND									
FUND 443 CAPITAL PROJECTS									
443-1220-431	92-27	STRUCTURE IMPROV & BLDGS / CEMETERY COLUMBARIUMS							
2108		12/24	AP	06/12/24	0000000 BUILDERS SELECT LLC	19.99			06/25/24
					CEMETERY SHELTER-SCREWS				
PROJECT#:		062523							
2071		12/24	AP	06/11/24	0000000 BUILDERS SELECT LLC	88.86			06/25/24
					2X4 LUMBER AND DRILL BITS				
PROJECT#:		062523							
2108		12/24	AP	06/11/24	0000000 BENTON'S READY MIX CONCRETE,	1,490.00			06/25/24
					CONCRETE FOR FOOTING AT				
PROJECT#:		062523							
2071		12/24	AP	06/07/24	0000000 BUILDERS SELECT LLC	347.90			06/25/24
					COLUMBARIUMS SOFFIT				
PROJECT#:		062523							
2114		12/24	AP	05/29/24	0000000 BENTON BUILDING CENTER	5,877.00			06/25/24
					CEMETERY SHELTER				
PROJECT#:		062523							
2114		12/24	AP	04/13/24	0000000 BENTON BUILDING CENTER	1,288.62			06/25/24
					GREENWOOD SHELTER				
PROJECT#:		062523							
ACCOUNT TOTAL						9,112.37	.00	9,112.37	
FUND TOTAL						9,112.37	.00	9,112.37	
FUND 472 PARKADE RENOVATION									
FUND 473 SIDEWALK ASSESSMENT									
FUND 483 ECONOMIC DEVELOPMENT									
FUND 484 ECONOMIC DEVELOPMENT LAND									
FUND 541 2018 STORM WATER BONDS									

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 31
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
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				
2114		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	19.45			06/25/24
						OFFICE SUPPLIES, BINDER				
						CLIPS, PAPER				
						ACCOUNT TOTAL	19.45	.00	19.45	
551-6685-436.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
2114		12/24	AP	06/11/24	0000000	POLK'S LOCK SERVICE, INC.	176.25			06/25/24
						KEYS FOR TECH/ BLUFF AND				
						606 UNION				
						ACCOUNT TOTAL	176.25	.00	176.25	
551-6685-436.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
2071		12/24	AP	05/31/24	0000000	CULLIGAN WATER CONDITIONING	7.75			06/25/24
						TRANSFER STATION WATER				
						5/17/24				
2071		12/24	AP	05/31/24	0000000	CULLIGAN WATER CONDITIONING	7.75			06/25/24
						TRANSFER STATION WATER				
						5/3/24				
						ACCOUNT TOTAL	15.50	.00	15.50	
551-6685-436.72-60						OPERATING SUPPLIES / SAFETY SUPPLIES				
2076		12/24	AP	06/13/24	0000000	BROWN'S SHOE FIT	125.00			06/25/24
						SAFETY SHOES-S CRAWFORD				
						P.O. 56978				
						ACCOUNT TOTAL	125.00	.00	125.00	
551-6685-436.73-05						OTHER SUPPLIES / OPERATING EQUIPMENT				
2071		12/24	AP	05/31/24	0000000	NAPA AUTO PARTS	228.67			06/25/24
						NAPA PARTS				
						ACCOUNT TOTAL	228.67	.00	228.67	
551-6685-436.87-02						RENTALS / MATERIAL DISPOSAL/HANDLIN				
2114		12/24	AP	06/13/24	0000000	CAROLINA SOFTWARE, INC.	806.86			06/25/24
						SCALE TICKETS-TRANSFER ST				
2108		12/24	AP	06/10/24	0000000	SAM ANNIS & CO.	62.22			06/25/24
						PROPANE TANK REFILL				
						RECYCLING				
2071		12/24	AP	06/07/24	0000000	WEIKERT IRON AND METAL	2,450.00			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 32
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	----TRANSACTION---- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 551 REFUSE FUND										
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued				
2063				12/24	AP 06/06/24 0000000	MIDWEST ELECTRONIC RECOVERY	991.95			06/25/24
APPLIANCE RECYCLING										
2063				12/24	AP 06/01/24 0000000	LIBERTY TIRE RECYCLING, LLC	765.68			06/25/24
ELECTRONIC RECYCLING										
2071				12/24	AP 06/01/24 0000000	T & W GRINDING	21,330.52			06/25/24
TIRE RECYCLING										
COMPOST SERVICES										
ACCOUNT TOTAL							26,407.23	.00	26,407.23	
FUND TOTAL							26,972.10	.00	26,972.10	
FUND 552 SEWER RENTAL FUND										
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2114				12/24	AP 06/13/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	3.71			06/25/24
OFFICE SUPPLIES, BINDER						CLIPS, PAPER				
ACCOUNT TOTAL							3.71	.00	3.71	
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL										
2116				12/24	AP 06/03/24 0000000	INDUSTRIAL CHEM.LABS & SERVIC	67.91			06/25/24
COIL CLEANER-GENERATOR										
ACCOUNT TOTAL							67.91	.00	67.91	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
2116				12/24	AP 06/13/24 0000000	MATCO TOOLS	399.95			06/25/24
DRILL BITS										
2116				12/24	AP 06/13/24 0000000	MENARDS-CEDAR FALLS	27.42			06/25/24
HOOK & PICK SET/MESH										
ACCOUNT TOTAL							427.37	.00	427.37	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
2116				12/24	AP 06/04/24 0000000	CAMPBELL SUPPLY WATERLOO	116.94			06/25/24
QUIK STIKS										
ACCOUNT TOTAL							116.94	.00	116.94	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
2116				12/24	AP 06/04/24 0000000	MENARDS-CEDAR FALLS	619.00			06/25/24
OPERATIONS FRIDGE										
2071				12/24	AP 05/31/24 0000000	NAPA AUTO PARTS	1,131.94			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 33
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT						continued				
NAPA PARTS										
2116		12/24 AP		05/31/24	0000000	HUPP ELECTRIC MOTORS	9,235.00			06/25/24
FINAL SAMPLER PUMP										
2116		12/24 AP		05/29/24	0000000	VAN METER, INC.		49.94		06/25/24
REF:TEST LEAD SET										
2116		12/24 AP		05/28/24	0000000	VAN METER, INC.	402.35			06/25/24
MIDGET FUSES										
2116		12/24 AP		05/24/24	0000000	VAN METER, INC.	3,551.09			06/25/24
FUSES/TEST LEAD SET										
ACCOUNT TOTAL							14,939.38	49.94		14,889.44
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR										
2116		12/24 AP		05/16/24	0000000	CONTINENTAL RESEARCH CORP.	257.39			06/25/24
WASP SPRAY										
ACCOUNT TOTAL							257.39	.00		257.39
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT										
2116		12/24 AP		06/11/24	0000000	MIDLAND SCIENTIFIC, INC.	878.56			06/25/24
BEFFER SLN/REPLAC.CARTRID										
2116		12/24 AP		06/05/24	0000000	O'DONNELL ACE HARDWARE	35.66			06/25/24
CLEANER/COTTON										
ACCOUNT TOTAL							914.22	.00		914.22
552-6665-436.73-68 OTHER SUPPLIES / POLYMER										
2116		12/24 AP		06/10/24	0000000	MSD ENVIRONMENTAL SERVICES, I	9,970.13			06/25/24
POLYMER X2										
ACCOUNT TOTAL							9,970.13	.00		9,970.13
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY										
2108		12/24 AP		06/07/24	0000000	BENTON'S READY MIX CONCRETE,	702.00			06/25/24
QUESADA BOX OUTS										
2108		12/24 AP		06/04/24	0000000	WHITE CAP, LP	771.24			06/25/24
WATER STOP										
2063		12/24 AP		05/31/24	0000000	BENTON'S READY MIX CONCRETE,	792.00			06/25/24
CONCRETE FOR BOX OUTS										
ACCOUNT TOTAL							2,265.24	.00		2,265.24
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS										
2116		12/24 AP		06/07/24	0000000	O'DONNELL ACE HARDWARE	84.77			06/25/24

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 34
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 552 SEWER RENTAL FUND										
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS						continued				
PLUMBING SUPPLIES										
ACCOUNT TOTAL							84.77	.00	84.77	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
2116		12/24 AP		06/10/24	0000000	VESTIS	34.46			06/25/24
MOP AND TOWELS										
ACCOUNT TOTAL							34.46	.00	34.46	
552-6665-436.86-61 REPAIR & MAINTENANCE / REP & MAIN-LIFT STATIONS										
2116		12/24 AP		06/05/24	0000000	HUPP ELECTRIC MOTORS	11,727.50			06/25/24
17TH ST MOTOR REFURB										
ACCOUNT TOTAL							11,727.50	.00	11,727.50	
552-6665-436.86-62 REPAIR & MAINTENANCE / SAN SEW-MANHOLE/SPOT REP										
2108		12/24 AP		05/23/24	0000000	CRITEX LLC	1,770.00			06/25/24
MR MANHOLE PIPE										
ACCOUNT TOTAL							1,770.00	.00	1,770.00	
FUND TOTAL							42,579.02	49.94	42,529.08	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80			06/25/24
COPY PAPER										
2112		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	2.70			06/25/24
GEL/ROLLER/BALLPOINT PENS										
AA BATTERIES										
ACCOUNT TOTAL							6.50	.00	6.50	
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
2108		12/24 AP		06/17/24	0000000	CRITEX LLC	1,339.20			06/25/24
MR MANHOLE TOOTH AND PIN										
2108		12/24 AP		06/10/24	0000000	BENTON'S READY MIX CONCRETE,	399.00			06/25/24
2726 FANDRE INTAKE										
2071		12/24 AP		06/07/24	0000000	MENARDS-CEDAR FALLS	25.47			06/25/24
TILE TAPE										
2108		12/24 AP		06/07/24	0000000	BENTON'S READY MIX CONCRETE,	285.00			06/25/24
2726 FANDRE INTAKE										

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 35
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS						continued				
2071		12/24	AP	06/06/24	0000000	MENARDS-CEDAR FALLS	96.71			06/25/24
						SCREWS/JIG SAW BLADE				
2108		12/24	AP	06/06/24	0000000	BENTON'S READY MIX CONCRETE,	507.50			06/25/24
						2726 FANDRE INTAKE				
2063		12/24	AP	05/31/24	0000000	BENTON'S READY MIX CONCRETE,	897.00			06/25/24
						CONCRETE FOR STORM INTAKE				
2063		12/24	AP	05/31/24	0000000	BENTON'S READY MIX CONCRETE,	342.00			06/25/24
						INTAKE-FANDRE DRIVE				
2063		12/24	AP	05/30/24	0000000	BENTON'S READY MIX CONCRETE,	334.50			06/25/24
						CONCRETE FOR STORM WATER				
2108		12/24	AP	05/13/24	0000000	CRITEX LLC	2,082.00			06/25/24
						MR MANHOLE TOOTH AND PIN				
						RECEIVER STRIP				
						ACCOUNT TOTAL	6,308.38	.00		6,308.38
555-6630-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
2100		12/24	AP	05/06/24	0000000	MENARDS-CEDAR FALLS	179.97			06/25/24
						RAIN BARREL & KIT				
						ACCOUNT TOTAL	179.97	.00		179.97
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
2100		12/24	AP	06/04/24	0000000	AECOM TECHNICAL SERVICES, INC	3,281.08			06/25/24
						3215-OLIVE ST BOX CULVERT				
						023215				
PROJECT#:										
2100		12/24	AP	05/31/24	0000000	IOWA NORTHLAND REGIONAL CO. O	325.88			06/25/24
						3306-2023 STORMWATER PLAN				
						MAY EXPENSES				
PROJECT#:						023306				
						ACCOUNT TOTAL	3,606.96	.00		3,606.96
						FUND TOTAL	10,101.81	.00		10,101.81
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
2076		12/24	AP	06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.42			06/25/24
						LETTER COPY PAPER				
						ACCOUNT TOTAL	3.42	.00		3.42
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
2076		12/24	AP	04/01/24	0000000	BRAND ACCELERATION INC	750.00			06/25/24
						ECON DEV. HOSTING				
						05/01/24-04/30/25				

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 36
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT	
FUND 606 DATA PROCESSING FUND											
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT							continued				
ACCOUNT TOTAL							750.00	.00	750.00		
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS											
2076		12/24 AP		05/31/24	0000000	IP PATHWAYS, LLC	5,966.54			06/25/24	
						DR AS A SERVICE					
13		01/25 AP		07/01/24	0000000	SHIELD TECHNOLOGY CORPORATION	4,616.00			06/25/24	
						SHIELDWARE SUPPORT					
13		01/25 AP		06/24/24	0000000	CIVICPLUS	26,685.67			06/25/24	
						CIVICREC ANNUAL MAINT.					
						06/24/24-06/23/25					
ACCOUNT TOTAL							37,268.21	.00	37,268.21		
FUND TOTAL							38,021.63	.00	38,021.63		
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											
2114		12/24 AP		06/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.10			06/25/24	
						OFFICE SUPPLIES, BINDER					
						CLIPS, PAPER					
ACCOUNT TOTAL							5.10	.00	5.10		
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL											
2071		12/24 AP		05/31/24	0000000	NAPA AUTO PARTS	302.08			06/25/24	
						NAPA PARTS					
ACCOUNT TOTAL							302.08	.00	302.08		
685-6698-446.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES											
2071		12/24 AP		05/31/24	0000000	NAPA AUTO PARTS	103.05			06/25/24	
						NAPA PARTS					
2114		12/24 AP		04/29/24	0000000	CITY LAUNDERING CO.	53.28			06/25/24	
						1ST AID SUPPLIES					
ACCOUNT TOTAL							156.33	.00	156.33		
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES											
2071		12/24 AP		05/31/24	0000000	NAPA AUTO PARTS	44,853.37			06/25/24	
						NAPA PARTS					
2063		12/24 AP		05/28/24	0000000	MENARDS-CEDAR FALLS	7.01			06/25/24	

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 37
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION---	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 685 VEHICLE MAINTENANCE FUND											
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES								continued			
PD02 OUTLET											
ACCOUNT TOTAL								44,860.38	.00	44,860.38	
FUND TOTAL								45,323.89	.00	45,323.89	
FUND 686 PAYROLL FUND											
FUND 687 WORKERS COMPENSATION FUND											
FUND 688 LTD INSURANCE FUND											
688-1902-457.51-03 INSURANCE / LTD INSURANCE											
13		01/25 AP		06/24/24	0000000		MADISON NATIONAL LIFE INS.CO. LTD-JULY 2024	4,384.53			06/25/24
ACCOUNT TOTAL								4,384.53	.00	4,384.53	
688-1902-457.51-04 INSURANCE / LIFE INSURANCE											
13		01/25 AP		06/24/24	0000000		MADISON NATIONAL LIFE INS.CO. GROUP LIFE AD/D-JULY 2024	2,768.00			06/25/24
ACCOUNT TOTAL								2,768.00	.00	2,768.00	
FUND TOTAL								7,152.53	.00	7,152.53	
FUND 689 LIABILITY INSURANCE FUND											
689-1902-457.51-05 INSURANCE / LIABILITY INSURANCE											
2100		12/24 AP		06/12/24	0000000		SCHMITT CONSTRUCTION CO.INC., 3205-ALGONQUIN DR RECON PROJECT#: 023205	60,403.80			06/25/24
ACCOUNT TOTAL								60,403.80	.00	60,403.80	
FUND TOTAL								60,403.80	.00	60,403.80	
FUND 724 TRUST & AGENCY											
FUND 727 GREENWOOD CEMETERY P-CARE											
FUND 728 FAIRVIEW CEMETERY P-CARE											
FUND 729 HILLSIDE CEMETERY P-CARE											

PREPARED 06/25/2024, 11:00:31
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 38
 ACCOUNTING PERIOD 12/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 790						FLOOD LEVY				
GRAND TOTAL							1,642,194.42	49.94	1,642,144.48	

VOIDED CHECKS

101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.

2088	12/24	AP	04/16/24	0146544	TNEMEC COMPANY INC			247.16	06/17/24	
					VOID CHECK-DUPLICATE PYMT	POOL PAINT				
2088	12/24	AP	04/16/24	0146544	TNEMEC COMPANY INC			247.16	06/17/24	
					VOID CHECK-DUPLICATE PYMT	POOL PAINT				
ACCOUNT TOTAL							.00	494.32	494.32-	

606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES

2088	12/24	AP	05/22/24	0146493	GORDON FLESCH COMPANY			771.75	06/17/24	
					VOID CHECK-DUPLICATE PYMT	POOL PAINT				
ACCOUNT TOTAL							.00	771.75	771.75-	

GRAND TOTAL 1,642,194.42 1,316.01 1,640,878.41