



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, JUNE 03, 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 May 20, 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

Old Business

2. Pass 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, upon its second consideration.
3. Pass Ordinance #3060 vacating certain public right-of-way of an alley between Longview Street and Cedar Street, upon its second consideration.
4. Pass Ordinance #3061 amending Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for simple misdemeanors, upon its second consideration.
5. Pass Ordinance #3062 amending Chapter 2, Administration, of the Code of Ordinances relative to approval of bills and claims against city, upon its second consideration.
6. Pass 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, upon its second consideration.
7. Pass Ordinance #3064 amending Chapter 10, Garbage and Refuse, of the Code of Ordinances relative to the use of city collection service, upon its second consideration.
8. Pass Ordinance #3065 amending Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances relative to disorderly conduct – generally, upon its second consideration.
9. Pass Ordinance #3066 amending Chapter 18, Planning, of the Code of Ordinances relative to powers and duties, upon its second consideration.
10. Pass Ordinance #3067 amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to general passing, 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.)

11. Approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Gerald Sorensen, Board of Adjustment, term ending 03/31/2029.
 - b) Brian Bowman, Parks & Recreation Commission, term ending 06/30/2027.
 - c) Clare Struck, Parks & Recreation Commission, term ending 06/30/2027.
 - d) Annie Gougler, Tourism Board, term ending 07/01/2027.
 - e) Michele Jensen, Tourism Board, term ending 07/01/2027.
12. Receive and file communication from the Civil Service Commission relative to the following certified list:
 - a) Engineering Technician I.
13. Approve the application of J & M Displays, Inc. (Sturgis Falls) for a fireworks display permit for June 27, 2024.
14. Receive and file the Bi-Annual Report of College Hill Partnership relative to FY2024 Self-Supported Municipal Improvement District (SSMID) funds and an FY2024 Economic Development Grant.
15. Approve the following applications for cigarette/tobacco/nicotine/vapor permits:
 - a) Casey's #4279 – 1620 West 1st Street.
 - b) Casey's #4553 – 1525 West Ridgeway Avenue.
 - c) Central Iowa Vapors Plus Cedar Falls –704 Main Street.
 - d) Greenleaf Tobacco – 502 Brandilynn Boulevard.
 - e) Greenleaf Tobacco & Vaper – 5901 University Avenue.
 - f) King Star – 2228 Lincoln Street.
16. Approve the following applications for retail alcohol licenses:
 - a) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service - renewal.
 - b) Harry's Five and Dime, 123 Main Street, Class C retail alcohol - renewal.
 - c) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C retail alcohol & outdoor service - renewal.
 - d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C retail alcohol & outdoor service - renewal.
 - e) Casey's General Store, 5226 University Avenue, Class E retail alcohol - renewal.
 - f) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol - renewal.
 - g) Mini-mart, 1420 West 1st Street, Class E retail alcohol - renewal.
 - h) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (June 13, June 21, June 28 – 29, July 13, July 19, 2024)
 - 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. (June 20, 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.)

17. Resolution Calendar with items considered separately.
18. Resolution approving and authorizing execution of a Fireworks Display Agreement with J&M Displays, Inc. relative to a fireworks display on June 27, 2024.
19. Resolution approving and authorizing execution of an Agreement in Support of Focus on Diabetes relative to FY2025 Cedar Falls Health Trust Services Funding.
20. Resolution approving and authorizing execution of an Agreement in Support of Jump In c/o Cedar Falls Schools Foundation relative to FY2025 Cedar Falls Health Trust Services Funding.

- [21.](#) Resolution approving and authorizing execution of an Agreement in Support of MercyOne Cedar Falls Medical Center/MercyOne Cedar Falls Foundation relative to FY2025 Cedar Falls Health Trust Services Funding.
- [22.](#) Resolution approving and authorizing execution of an Agreement in Support of Successlink/Together for Youth Coalition relative to FY2025 Cedar Falls Health Trust Services Funding.
- [23.](#) Resolution approving and authorizing execution of an Agreement with Sherwin Williams #1398 relative to replacement flooring for the Community Center.
- [24.](#) Resolution designating the dates and locations for the annual Sturgis Falls Celebration and Cedar Basin Music Festival.
- [25.](#) Resolution approving and accepting a grant from the Cedar Falls Health Trust Fund Board relative to a rescue boat for the Public Safety Fire Division.
- [26.](#) Resolution approving and authorizing execution of an Agreement in Support of Cedar Falls Community Main Street (CMS) relative to FY2025 Tourism Activities & Economic Development Services Funding.
- [27.](#) Resolution approving and authorizing execution of an Agreement in Support of the College Hill Partnership (CHP) relative to FY2025 Tourism Activities & Economic Development Services Funding.
- [28.](#) Resolution supporting a Workforce Housing Tax Credit Program application to be submitted to the Iowa Economic Development Authority by Garden City Commons, LLC for Workforce Housing Tax Credits for the proposed housing project at 1924-2024 West 12th Street.
- [29.](#) Resolution supporting a local match required for the Workforce Housing Tax Credit Program application to be submitted to the Iowa Economic Development Authority by Garden City Commons, LLC for Workforce Housing Tax Credits for the proposed housing project at 1924-2024 West 12th Street. (Contingent upon approval of previous item)
- [30.](#) Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Community Theatre relative to FY2025 Tourism Activities & Economic Development Services Funding.
- [31.](#) Resolution approving and authorizing execution of an Agreement in Support of the Cedar Falls Historical Society relative to FY2025 Tourism Activities & Economic Development Services Funding.
- [32.](#) Resolution approving and authorizing execution of an Agreement in Support of the Rotary Club of Cedar Falls relative to FY2025 Tourism Activities & Economic Development Services Funding.
- [33.](#) Resolution approving and authorizing execution of an Agreement with Beth Nybeck relative to the Public Art Trail Project.
- [34.](#) Resolution approving the amendment of the Housing Choice Voucher (HCV) Program, aka Section 8, Waiting List relative to adjusting the preferences, as recommended by the Housing Commission.
- [35.](#) Resolution approving amendments to the Western Home Communities portion of the Mixed Use District Master Plan for Pinnacle Prairie.
- [36.](#) Resolution approving and authorizing the expenditure of funds for the purchase of a service truck for the Water Reclamation facility.
- [37.](#) Resolution receiving and filing, and approving and accepting the bid of Blacktop Services Co. in the amount of \$201,099.00 for the 2024 Seal Coat Project.
- [38.](#) Resolution approving and accepting the contract and bond of Boulder Contracting, LLC for the 2024 Alley Reconstruction Project.

- [39.](#) Resolution approving and accepting the contract and bond of JQ Construction, LLC for the 2024 Sidewalk Assessment Project – Zone 6.
- [40.](#) Resolution setting June 17, 2024 as the date of 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.

Ordinances

- [41.](#) Pass an ordinance, 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 first consideration.

Allow Bills and Claims

- [42.](#) Allow Bills and Claims for June 3, 2024.

Council Updates and Announcements

Council Referrals

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, MAY 20, 2024
REGULAR MEETING, CITY COUNCIL
CHRIS LATTA, MAYOR PRO TEM, 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 (via electronic), Hawbaker, Ganfield, Crisman, Dunn. Absent: None. Mayor Pro Tem Latta led the Pledge of Allegiance.

- 54768 - It was moved by Crisman and seconded by Hawbaker that the minutes of the Regular Meeting of May 6, 2024 be approved as presented and ordered of record. Motion carried unanimously.
- 54769 - The Mayor Pro Tem then asked if there were any agenda revisions. City Clerk Kerr noted that item #9 on the Consent Calendar was being removed from the agenda.
- 54770 - Carrie Sherwood, Dike, thanked Public Safety for the tributes and honor received after the passing of her husband Fire Captain Brad Sherwood. Sherwood also expressed concerns regarding health insurance.
- Kim Jensen Jordan, Cedar Falls, expressed concerns regarding the Sartori Hospital building.
- 54771 - Director of Community Development Sheetz announced the 2024 summer season for The Falls Aquatic Center from June 1 – August 18, 2024.
- 54772 - Mayor Pro Tem Latta announced that in accordance with the public notice of May 14, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Seal Coat Project. It was then moved by Ganfield and seconded by Crisman that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54773 - The Mayor Pro Tem then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. City Engineer Wicke provided an update on the proposed project. Following questions by Councilmember Schultz, and responses by Wicke, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.
- 54774 - It was moved by Crisman and seconded by Hawbaker that Resolution #23,626, approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Seal Coat Project, be adopted. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor Pro Tem then declared Resolution #23,626 duly passed and adopted.

- 54775 - Mayor Pro Tem Latta announced that in accordance with the public notice of May 14, 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 2300 Main Street, 2216 Main Street and 127 East 23rd Street. It was then moved by Ganfield and seconded by Schultz that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54776 - The Mayor Pro Tem then asked if there were any written communications filed to the proposed rezoning. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. Planner III Pezley provided a summary of the proposed rezoning. Following a question by Councilmember Ganfield, and response by Pezley, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.

- 54777 - Following a comment by Director of Community Development Sheetz regarding removing 2216 Main Street and 127 East 23rd Street from consideration, it was moved by Ganfield 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 first consideration. Following a question by Councilmember Ganfield and response by Pezley, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54778 - Mayor Pro Tem Latta announced that in accordance with the public notice of May 14, 2024, this was the time and place for a public hearing on the proposed vacation of certain public right-of-way of an alley between Longview Street and Cedar Street. It was then moved by Schultz and seconded by Crisman that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54779 - The Mayor Pro Tem then asked if there were any written communications filed to the proposed vacation. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. Planner III Pezley provided a summary of the proposed vacation. There being no one else present wishing to speak about the proposed vacation, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.

- 54780 - It was moved by Dunn and seconded by Ganfield that Ordinance #3060, vacating certain public right-of-way of an alley between Longview Street and Cedar Street, be passed upon its first consideration. Following comments by Councilmembers Ganfield and Schultz, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54781 - Mayor Pro Tem Latta announced that in accordance with the public notice of May 14, 2024, this was the time and place for a public hearing on the proposed amendments to Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for scheduled violations. It was then moved by Ganfield and seconded by Crisman that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.

- 54782 - The Mayor Pro Tem then asked if there were any written communications filed to the proposed amendments. Upon being advised that there were no written communications on file, the Mayor Pro Tem then called for oral comments. City Attorney Rogers provided a summary of the proposed amendments. There being no one else present wishing to speak about the proposed amendments, the Mayor Pro Tem declared the hearing closed and passed to the next order of business.

- 54783 - It was moved by Hawbaker and seconded by Dunn that Ordinance #3061, amending Chapter 1, General Provisions, of the Code of Ordinances relative to the general penalty for scheduled violations, be passed upon its first consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54784 - It was moved by Ganfield and seconded by Schultz that Ordinance #3058, amending Chapter 2, Administration, of the Code of Ordinances relative to Compensation, of Division 6, Utilities Board of Trustees, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor Pro Tem then declared Ordinance #3058 duly passed and adopted.

- 54785 - It was moved by Ganfield and seconded by Schultz that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Committee of the Whole meeting minutes of May 6, 2024 relative to the following items:

- a) Cedar Falls Economic Development Corporation Update.
- b) Council Conflict of Interest Form

Receive and file revised bylaws for the Tourism Board.

Approve an Order Accepting Acknowledgement/Settlement Agreement with Bani's, c/o Super Gill, Inc., 2128 College Street, for a first tobacco violation.

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

- a) Fareway #190 – 4500 South Main Street.
- b) Fareway #974 – 214 North Magnolia Drive.
- c) Five Corners Liquor and Wine – 809 East 18th Street.
- d) Hill Street News & Tobacco – 2217 College Street.
- e) Murphy USA #6970 – 518 Brandilynn Boulevard.

Approve the following applications for retail alcohol licenses:

- a) Suds, 2223 ½ College Street, Class C retail alcohol & outdoor service - renewal.
- b) CVS/Pharmacy, 2302 West 1st Street, Class E retail alcohol - renewal.
- c) Target, 214 Viking Plaza Drive, Class E retail alcohol - renewal.
- d) Cedar Basin Music Festival, Sturgis Park, Special Class C retail alcohol &

outdoor service - 5-day permit.

e) Sturgis Falls Celebration, Gateway Park, Special Class C retail alcohol & outdoor service - 5-day permit.

f) King Bucks, 6719 University Avenue, Class C retail alcohol - new.

Motion carried unanimously.

- 54786 - It was moved by Crisman and seconded by Schultz to approve the following recommendation of the Mayor Pro Tem relative to the appointment of members to Boards and Commissions:
- a) Stephanie Daniels, Human Rights Commission, term ending 07/01/2026.

Following comments by Councilmember Crisman, the motion carried unanimously.

- 54787 - It was moved by Ganfield and seconded by Schultz that the following resolutions be introduced and adopted:

Resolution #23,627, approving and authorizing execution of an Agreement with Kirk Gross Company relative to replacement of tables and chairs for the Community Center.

Resolution #23,628, approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 (Public Safety) relative to pay adjustments.

Resolution #23,629, approving and authorizing execution of a Memorandum of Understanding with the Teamsters Union, Local No. 238 (Public Works) relative to pay adjustments.

Resolution #23,630, approving and authorizing execution of an Amendment to Temporary Encroachment Agreement with Structure Real Estate relative to TC mascots for Panthers on Parade project.

Resolution #23,631, approving a HWY-1, Highway Commercial Zoning District site plan for construction of a restaurant to be located at 1100 Brandilynn Boulevard.

Resolution #23,632, approving the West Fork Crossing First Addition Lot 25 and Lot 26 Minor Subdivision Plat, a replat of Lot 25 and Lot 26 of West Fork Crossing First Addition.

Resolution #23,633, approving and authorizing execution of six Owner Purchase Agreements; and approving and accepting five Temporary Construction Easements, two Storm Sewer and Drainage Easements, in conjunction with the North Cedar Heights Drive Phase 2 Project.

Resolution #23,634, approving the Certificate of Completion and accepting the work of Municipal Pipe Tool Company, LLC for the 2023 Sanitary Sewer Rehabilitation Project.

Resolution #23,635, approving the Certificate of Completion and accepting the work of K&W Electric, Inc. for the Hudson Road & West Ridgeway Avenue

Intersection Improvements Project, and approving and authorizing the transfer of funds from the Capital Projects - Private Contribution, Local Sales Tax and Street Construction Fund to the Tax Increment Financing Fund.

Resolution #23,636, receiving and filing, and approving and accepting the bid of Boulder Contracting, LLC in the amount of \$390,980.25, for the 2024 Alley Reconstruction Project.

Resolution #23,637, receiving and filing, and approving and accepting the bid of JQ Construction in the amount of \$146,051.58, for the 2024 Sidewalk Assessment Project – Zone 6.

Following due consideration by the Council, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor Pro Tem then declared Resolutions #23,627 through #23,637 duly passed and adopted.

- 54788 - It was moved by Dunn and seconded by Crisman that Resolution #23,638, approving and authorizing an Annual Conflict of Interest/Related Party Disclosure form for Elected Officials, be adopted. Following comments and questions by Councilmember Ganfield, and Bob Manning, Cedar Falls, and response by City Attorney Rogers, the Mayor Pro Tem put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Latta, Kruse, Hawbaker, Crisman, Dunn. Nay: Schultz, Ganfield. Motion carried. The Mayor Pro Tem then declared Resolution #23,638 duly passed and adopted.
- 54789 - It was moved by Dunn and seconded by Crisman 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 first consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54790 - It was moved by Ganfield and seconded by Crisman 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 first consideration. Following comments by Kim Jensen Jordan, Cedar Falls, and questions and comments by Councilmembers Schultz and Dunn, and responses by City Attorney Rogers, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54791 - It was moved by Hawbaker and seconded by Crisman 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 first consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

- 54792 - It was moved by Ganfield 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 first consideration. Following due consideration by the Council, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54793 - It was moved by Crisman and seconded by Dunn that Ordinance #3066, amending Chapter 18, Planning, of the Code of Ordinances relative to powers and duties, be passed upon its first consideration. Following comments and questions by Councilmember Ganfield, and response by City Attorney Rogers, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54794 - It was moved by Crisman and seconded by Dunn that Ordinance #3067, amending Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances relative to general passing, be passed upon its first consideration. Following comments by Councilmember Ganfield, the Mayor Pro Tem put the question on the motion, and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54795 - It was moved by Ganfield and seconded by Hawbaker that the bills and claims of May 20, 2024 be allowed as presented, and that the Controller/City Treasurer be authorized to issue City checks in the proper amounts and on the proper funds in payment of the same. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.
- 54796 - It was moved by Kruse and seconded by Dunn that the meeting be adjourned at 7:43 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

**City of Cedar Falls
220 Clay Street
Cedar Falls, Iowa 50613
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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: May 20, 2024
SUBJECT: Rezoning Request, 2300 Main 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: 2300 Main Street, 2216 Main Street, and 127 E 23rd Street; West of Main Street; North of E Seerley Blvd. (RZ24-002)

PROPOSAL

The site consists of three parcels. 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.

BACKGROUND

The existing building at 2300 Main Street was previously a furniture store. In January 2022, Seven D LLC bought the properties at 2300 Main Street, 2216 Main Street, and 127 E 23rd Street. At that time, 2216 Main Street and 127 E 23rd Street were single-family units that were registered rentals. Both units were demolished in 2023.

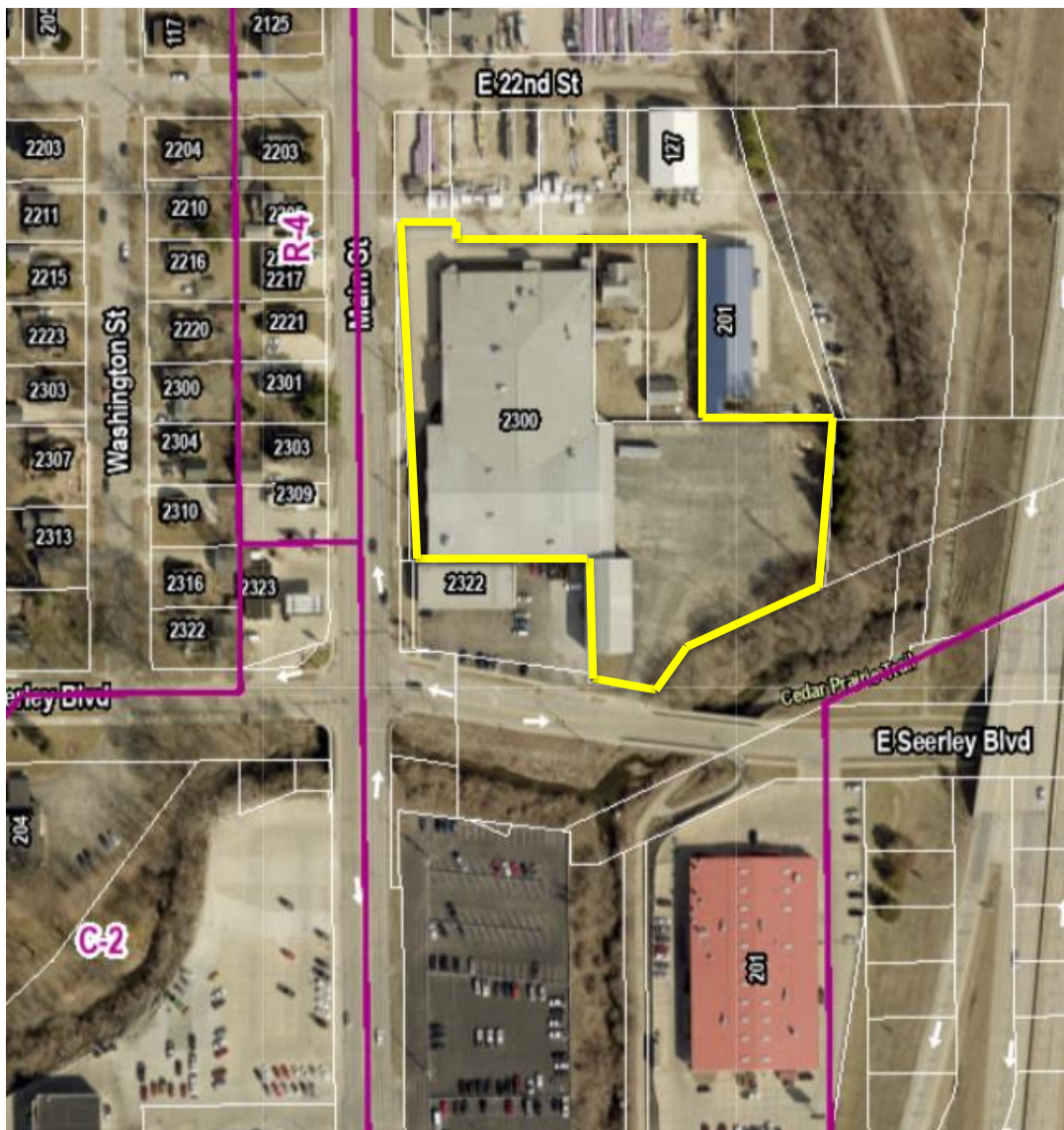
In 2023, Seven D LLC proposed remodeling the building which included changing the footprint of the building, changing the parking configuration, and adding an auto detailing shop, private pickleball courts, storage space, and retail space.

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 property owner is currently working to install a body detailing shop at 2300 Main Street. The auto body detailing shop is an extension of Deery Brother's Collision Center. All the collision repairs will be completed at 201 E Seerley. The applicant proposes three parts to the detail auto shop at this location, which are a paint booth, detailing space, and photo booth space. The paint booth will also be used for touching up minor scratches and dings. They will also occasionally remove a bumper for painting in this area as well.

The detailing space will be used to clean vehicles both inside and outside including vacuuming, buffing, waxing, and sealing the paint. They will also use this space to add ceramic coating and undercoating.

The photo booth space will be a place where they can showcase the work done with video/photographs for their website listings.



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 three parcels totaling 3.8 acres of land located north of E Seerley Blvd from M-1 Light Industrial to C-2 Retail Commercial District.

The applicant would have an auto detailing shop at this site along with private pickleball courts, storage space, and retail space.

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.

The autobody detailing space as described above will meet the C-2 Zoning Code, which allows for auto services. The owner will need to keep to the work described to avoid creating a non-conforming use.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The Future Land Use Map identifies these three 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 property has two access points to Main Street and an access point along the south onto E Seerley Blvd. There is also an access easement to the north that connects Main Street to 201 E 22nd 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.

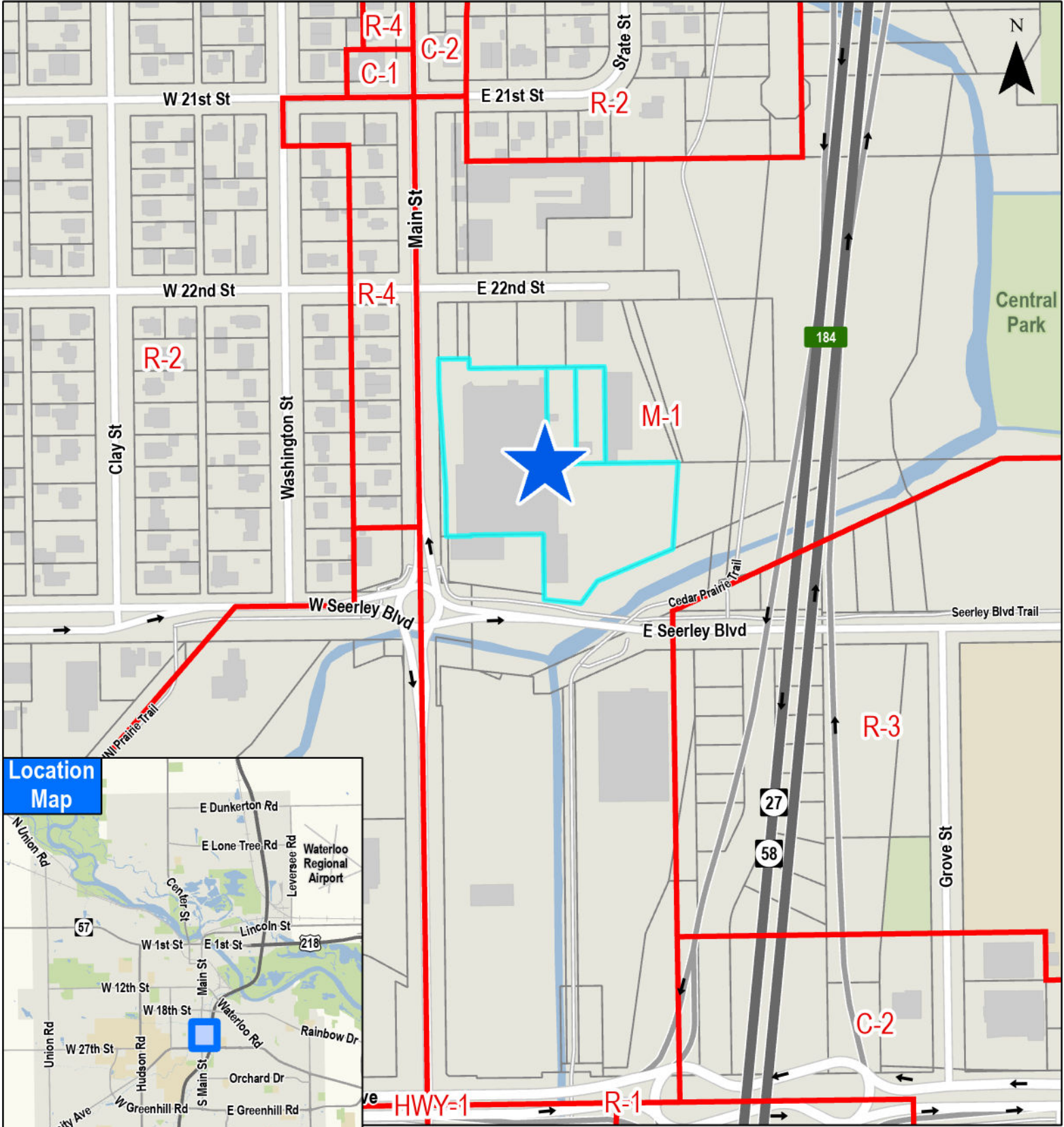
Sorenson made a motion to approve the item. Johnson seconded the motion. The motion was approved unanimously with 8 ayes (Alberhasky, Grybovych, Hartley, Henderson, Johnson, Leeper, Moser and Sorensen), and 0 nays.

Attachments: Location Map
Rezoning request letter
Legal Description
Rezoning Exhibit Plat

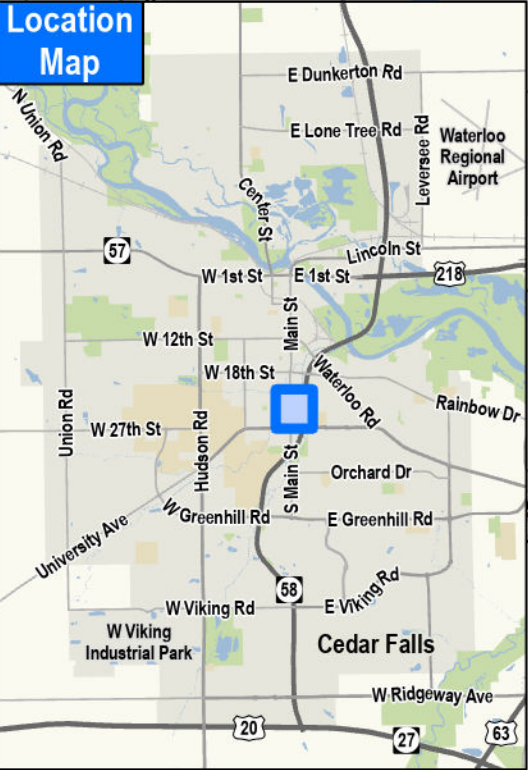
Cedar Falls Planning and Zoning

March 27, 2024

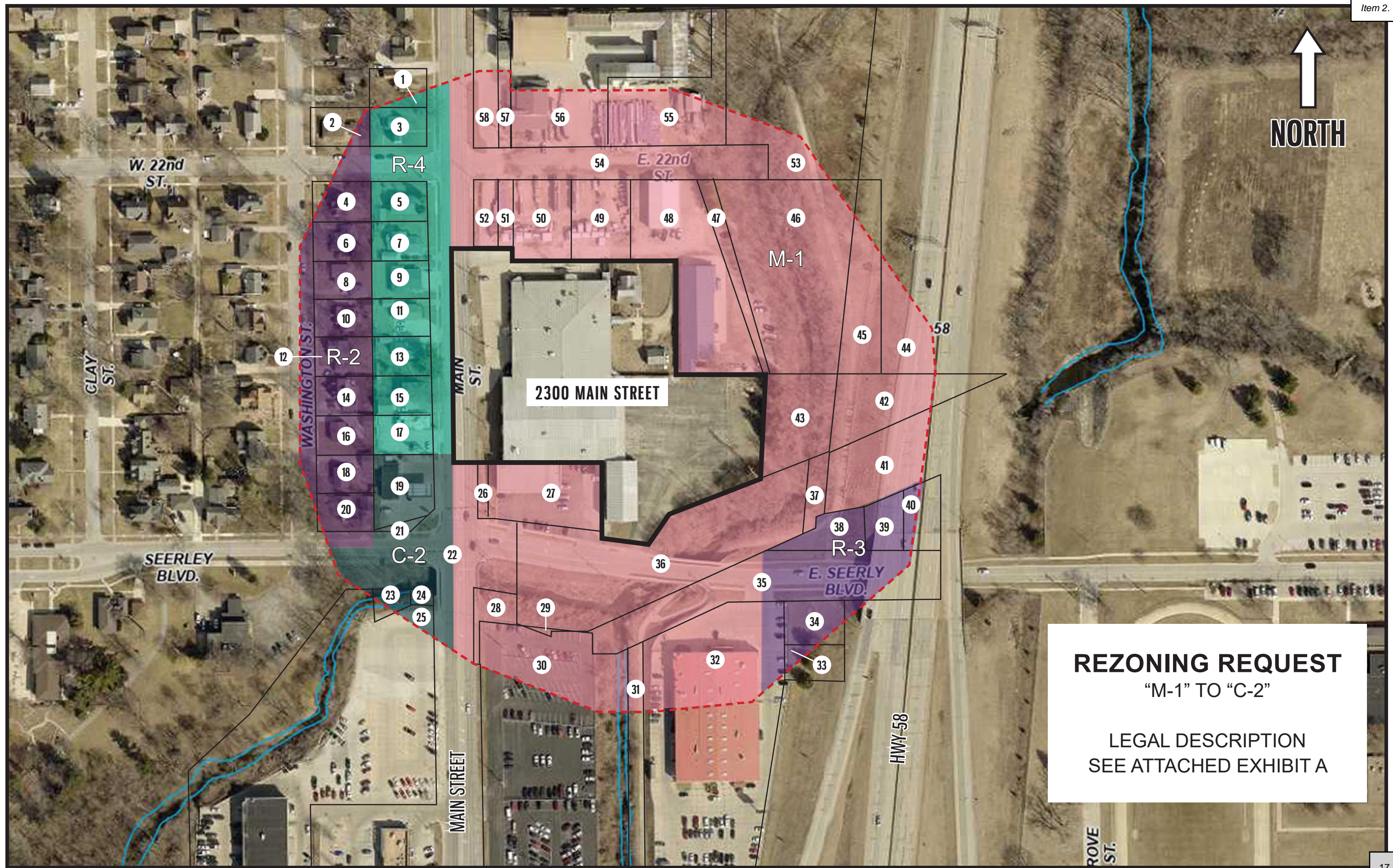
Item 2.



Location Map



Rezoning request from M-1 to C-2
2300, 2216 Main St. & 127 E. 23rd St.
(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. 3059

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF CEDAR FALLS, IOWA FOR APPROXIMATELY 3.8 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 3.8 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

Parcel "F" of Plat of Survey attached to Quit Claim Deed 570 LD 762 of part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 89 North, Range 14 West of the 5th P.M., Black Hawk County, Iowa.

AND

That part of the West Half of the SE $\frac{1}{4}$ of Section 13, Township 89 North, Range 14 West of the 5th P.M., bounded and described as follows:

Commencing at the point of intersection of the Easterly extension of the center line of 22nd Street and a point distant 50 feet Easterly measured at right angles from the center line of the main track of the Wisconsin, Iowa and Nebraska Railway Company (later the Chicago Great Western Railway Company, now the Chicago and North Western Transportation Company), as said main track center line was originally located and established over and across said Section 13; thence Southerly parallel with said original main track center line a distance of 147 feet, more or less to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street, said point being the point of beginning of the parcel of land herein described; thence continuing Southerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 514.25 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Westerly parallel with said Easterly extension of the center line of 22nd Street a distance of 75 feet, more or less to a point distant 25 feet Westerly measured at right angles, from said original main track center line: thence Northerly parallel with said original main track center line a distance of 367.25 feet, more or less, to a point distant 147.0 feet Southerly, measured at right angles, from said Easterly extension of the center line of 22nd Street; thence Easterly parallel with said center line of 22nd Street, extended, a distance of 75 feet, more or less, to the point of beginning, except that part conveyed for right-of-way to City of Cedar Falls in Doc. #2007-01064.

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:

Commencing at the intersection of the South line of the Northwest Quarter of the Southeast Quarter of said Section 13 with the East line of the Chicago, Great Western Railroad right-of-way; thence East along the said South line of the Northwest Quarter of the Southeast Quarter, 160 feet; thence North along a line that is parallel with the East line of the Chicago, Great Western Railroad right-of-way, 200 feet; thence West along a line that is parallel with the said South line of the Northwest Quarter of the Southeast Quarter, to the East line of the Chicago, Great Western Railroad right-of-way; thence South along the East line of the Chicago, Great Western Railroad right-of-way, to the place of beginning.

AND

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

Beginning at the point of intersection of the East line of the Chicago, Great Western Railroad right-of-way with the North line of said Southwest Quarter of the Southeast Quarter; thence South along the East line of the right-of-way, 145 feet: thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, 150 feet; thence South parallel with the East line of said right-of-way, 100 feet; thence East, parallel with the North line of said Southwest Quarter of the Southeast Quarter, to a point 364.6 feet East of the West line of said Southwest Quarter of the Southeast Quarter; thence deflect left 22034' , 639.5 feet, to the North line of said Southwest Quarter of the Southeast Quarter; thence West along said North line, 851.7 feet to the point of

beginning. except that part condemned for the use of State of Iowa and City of Cedar Falls, Iowa in 620 LD 778.

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: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

ATTEST:

Daniel Laudick, Mayor

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: Mayor Daniel Laudick and City Council
FROM: Michelle Pezley, AICP, Planner III
DATE: May 20, 2024
SUBJECT: Right-of-Way Vacation Request – Longview Street to Cedar Street Alley

REQUEST: Alley Right-of-Way (ROW) Vacation for a portion of alley between Longview St and Cedar Street (VAC24-001)

PETITIONER: Arthur Hesse

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 requests to vacant the alley that abuts his property at 1307 Longview Street. The undeveloped alley extends from Cedar Street to Longview Street, west of Pine Street, east of Longview Court. The parcel is within the R-2 Zoning District. The proposed vacation will allow Arthur Hesse to own the land where his garage is located and establish a clear title.

BACKGROUND

This portion of the alley right-of-way was conveyed to Black Hawk County in 1940 by C.N. and Anna Bruhn with the recording of Bruhn’s Subdivision No. Two. The City annexed the property in 1971. However, based on old aerial photos, it appears that the alley ROW was never improved or used for access to the abutting properties. In 1993, the City received an application to vacated the portion of the alley that was abutting 2110 Pine Street. The City Council approved the vacation under Ordinance No. 2018. In 1997, Arthur Hesse submitted a building application to add a garage over the alley. Land use and building permits were issued by the City for the garage expansion. It is not clear why the City allowed the construction over the alley at that time.



ANALYSIS

Currently, the petitioner, Mr. Hesse, is using this public property for private use without compensation to the public. Vacating and conveying this property to Mr. Hesse for fair market value would resolve this issue. In addition, it will allow Mr. Hesse to sell his property with a clear title in the future. As required, Mr. Hesse has submitted a plat that legally describes the area to be vacated and an appraisal that indicates what a fair market price would be if the City Council were to decide to vacate and convey this land to a qualified buyer.

In considering a right-of-way vacation, the following factors were analyzed:

- 1. Is the right-of-way needed for public use?
The city has no use for the alley. There are no known public utilities within the unimproved alley. The area to be vacated is not needed for transportation or access.
- 2. Is the right-of-way needed for access to private property?
Vacating this portion of the right-of-way will not impact any future anticipated access to the surrounding property owners. The alley has never been improved to allow vehicular access, nor does the City have any plans to improve the alley right-of-way, since the properties in this block all have direct driveway access from the surrounding local streets.
- 3. Are there any utilities within the right-of-way that will need to be retained?
The City of Cedar Falls and CFU do not have utilities located within the alley. As part of the vacation process, the city will send certified letters to all utility providers to verify that there are no known private utilities in the alley. If any are found, easements may need to be established or the utilities moved prior to any conveyance of the property.

TECHNICAL COMMENTS

The City’s Technical Review Committee does not have any concerns or objections with the proposed right-of-way vacation.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Planning and Zoning Commission recommends approval of the proposed right-of-way vacation.

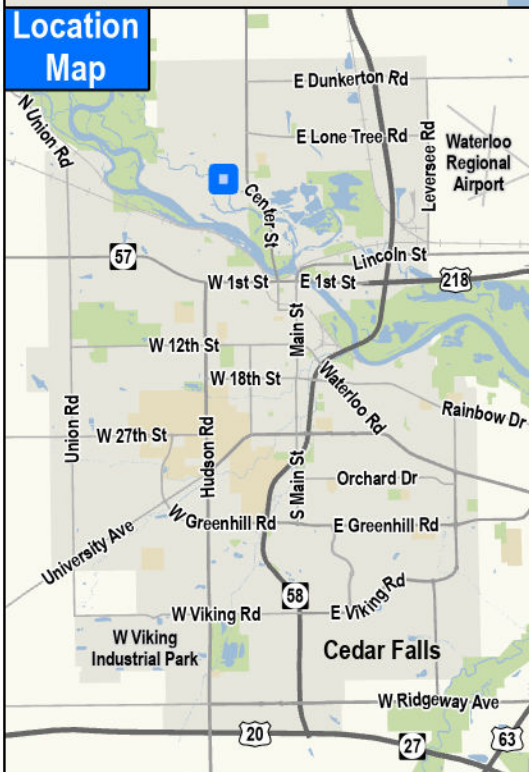
PLANNING & ZONING COMMISSION

Discussion 4/24/2024	The first item of business was a street vacation for a portion of alley between Longview Street and Cedar Street. Chair Hartley introduced the item and Ms. Pezley provided background information. She explained that the applicant proposes to vacate a portion of an alley that abuts his property. She discussed the three criteria that need to be met for a vacation and noted that all have been met. Staff recommends approval of the vacation.
-------------------------	---

The petitioner stated that he has spoken to the neighbors and has filled out the appropriate paperwork.

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

Attachments: Location Map
Right of Way Vacation Exhibit



**Alley Vacation for
1307 Longview St.
(VAC24-001)**

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) _____ Date _____
 Zoning Ordinance Administrator

CES FILE NO. 2837

SMC
 FIELD BOOK 764-20

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

PLAT OF SURVEY

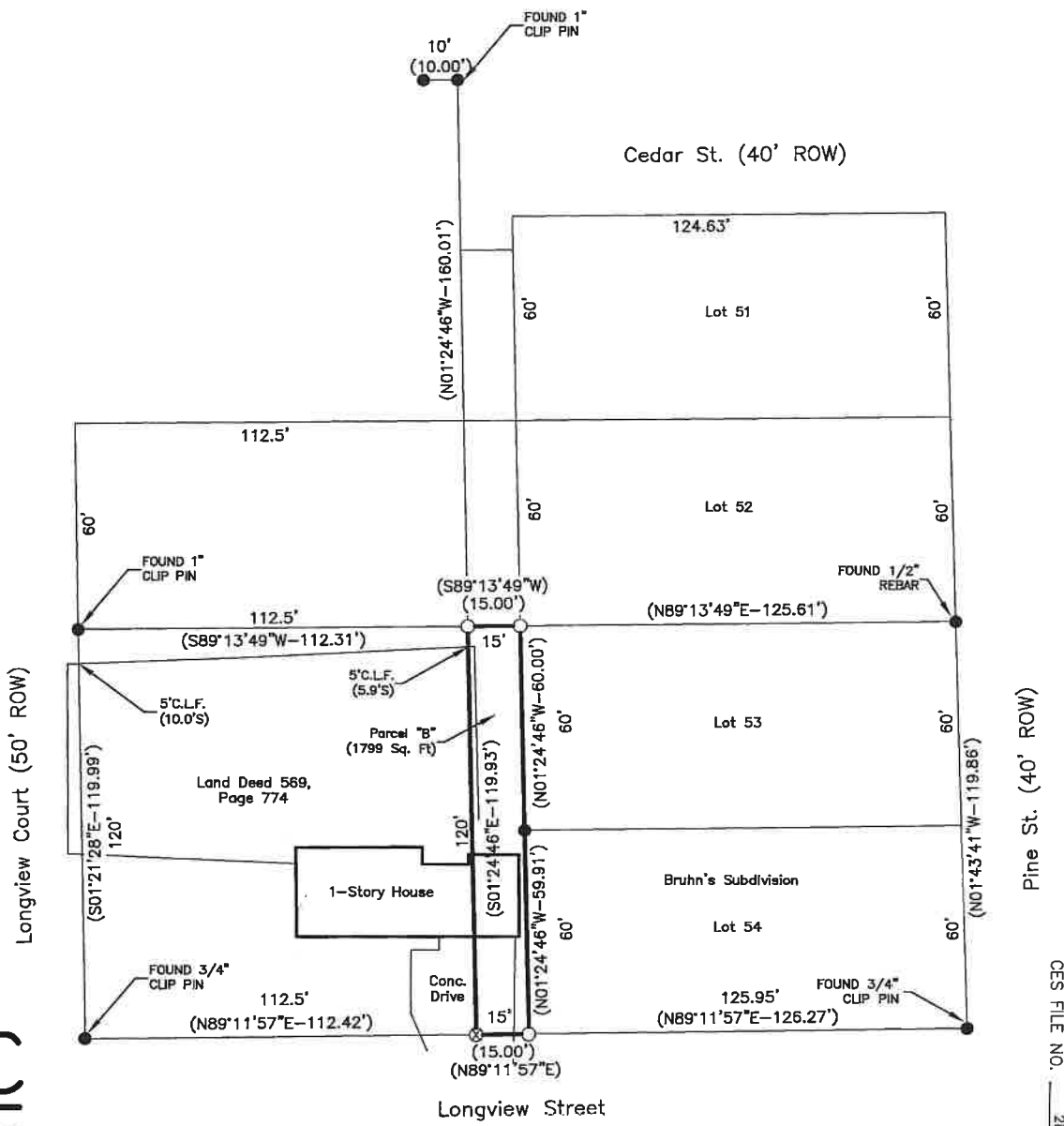
SHEET 2 OF 2

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



SITC
FIELD BOOK 764-20

CES FILE NO. 2837

Prepared by: Michelle Pezley, Planner III, 220 Clay Street, Cedar Falls, IA 50613 (319)273-8600
After Recording, Return to: City of Cedar Falls, Iowa, 220 Clay St., Cedar Falls, IA 50613

ORDINANCE NO. 3060

AN ORDINANCE VACATING A PORTION OF ALLEY RIGHT-OF-WAY BETWEEN LONGVIEW STREET AND CEDAR STREET, IN THE CITY OF CEDAR FALLS, IOWA (VAC24-001)

WHEREAS, the Planning & Zoning Commission has considered a request to vacate 1,799 square feet of public alley right-of-way located between Longview Street and Cedar Street near the intersection of Longview Street and Longview Court; and

WHEREAS, the Commission has determined that there the alley is not needed in the aforementioned location that is not currently used for right-of-way purposes nor will it be used in the future for such purpose; and

WHEREAS, the Commission recommends that it is in the best interest of the City to vacate the subject portion of right-of-way, with the intent to make said area of land available for purchase according to Section 306.23, Iowa Code.

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa:

SECTION 1. A portion of the public alley right-of-way located between Longview Street and Cedar Street, hereinafter described, is hereby vacated:

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWO (02), TOWNSHIP EIGHTY-NINE NORTH (89N) RANGE FOURTEEN WEST (14W), 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 TO THE POINT OF BEGINNING, CONTAINING 1799 SQUARE FEET.

SECTION 2. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 20, 2024
SUBJECT: Amendment to Code of Ordinances Sec. 1-8

Please find attached proposed amendment to Code of Ordinances Sec. 1-8. The simple misdemeanor fines were adjusted to conform with the Code of Iowa.

This amendment requires a public hearing due to reference to the Code of Iowa. That is why this amendment is being proposed separately.

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

Thank you.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

Sec. 1-8. General penalty; penalty for scheduled violations.

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$~~105.00~~~~65.00~~, but not in excess of \$~~855.00~~~~625.00~~, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3061

AN ORDINANCE AMENDING SECTION 1-8, GENERAL PENALTY; PENALTY FOR SCHEDULED VIOLATIONS, OF CHAPTER 1, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM SIMPLE MISDEMEANOR PENALTIES TO THE CODE OF IOWA.

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

Section 1-8, General Penalty; Penalty for Scheduled Violations, of Chapter 1, General Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 1-8, General Penalty; Penalty for Scheduled Violations, is enacted in lieu thereof, as follows:

Sec. 1-8. General penalty; penalty for scheduled violations.

- (a) *General penalty.* The doing of any act prohibited or declared to be unlawful, an offense or a simple misdemeanor by this Code or by any technical code adopted in this Code by reference, or the omission or failure to perform any act or duty required by this Code or by any technical code adopted in this Code by reference, unless another penalty is specified under subsection (b) of this section or elsewhere in this Code, is punishable by a fine of not less than \$105.00, but not in excess of \$855.00, or imprisonment for not in excess of 30 days, or both such a fine and such imprisonment.
- (b) *Scheduled violation.* Where a violation of this Code is a scheduled violation under state law, the penalty for such violation shall be the scheduled fine for such violation under state law.

(Code 2017, § 1-8; Ord. No. 2361, § 1, 12-10-2001; Ord. No. 2693, § 1, 8-10-2009)

State law reference(s)—Maximum penalty prescribed, Iowa Code § 364.3.

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM
Legal Services Division

TO: Mayor Laudick, City Council
FROM: Kevin Rogers, City Attorney
DATE: May 20, 2024
SUBJECT: Ordinance changes

Please find attached several proposed ordinance amendments. This is the first group you will see over the next few months beginning with the Council meeting on 5/20/2024.

Most of the changes are cleanup, meaning that they are necessary to correct names of departments, correct cross-references, reflect current practice or to comply with changes in State law. In the first group the changes can be summarized as follows:

- Sec. 1-8: To conform to State law changes in the penalties for simple misdemeanors.
- Sec. 2-6: To reflect current practice of bills and claims being presented at regular Council meetings for approval and not the Administration Committee; and also to eliminate procedures required by a State law that was repealed long ago.
- Sec. 5-67: To correct an incorrect Code of Ordinances cross reference.
- Sec. 17-246: Same.
- Sec. 10-2: To correct an incorrect reference to the municipal operations and programs department that no longer exists.
- Sec. 16-11: To correct an ordinance that was found unconstitutional without an intent element.
- Sec. 18-23: To correct the required publication dates for changes to the Comprehensive Plan.
- Sec. 23-187: To conform to State law changes in passing requirements.

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

Thank you.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2-6, FILING OF BILLS AND CLAIMS AGAINST CITY, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM THE ORDINANCE FOR APPROVAL OF BILLS AND CLAIMS TO ACTUAL CITY PRACTICE.

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

Section 2-6, Filing of Bills and Claims Against City, of Article I, In General, 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 Section 2-6, Approval of Bills and Claims Against City, is enacted in lieu thereof, as follows:

Sec. 2-6. ApprovalFiling of bills and claims against city.

(a) All bills and claims against the city must first be endorsed by ~~the a majority of the committee in whose~~ department or under whose supervision the service, labor, materials or obligations were furnished or contracted, ~~and must be filed with the city clerk by 1:00 p.m. on the Tuesday preceding the meeting of the council at which the claim is presented for allowance.~~

(b) All bills and claims against the city shall be presented to the council for approval. No bill or claim shall be considered at a special meeting of the council except by a three-fourths vote of all members elected to the council.

~~(c) All bills and claims presented for allowance must be accompanied by a verified statement by the person claiming allowance thereof, stating that the accompanying bill is correct and a reasonable charge for the services, labor and materials furnished or the obligations contracted, and not greater than he would charge an individual in such case. The city clerk shall administer oaths in such case without charge.~~

~~(d) The provisions of subsection (c) of this section shall not apply in cases of bills for fixed salaries or for fixed charges previously determined for work done or materials furnished, but the amount of work done or material furnished where the work is not routine work, or is a matter of estimate, shall be sworn to in the same manner as required in this section in respect to the amount of bills. The certificate of a majority of the administration committee or the officer under whose supervision such service, labor, materials or obligations were furnished or contracted may be accepted by the council in lieu of the verified statement referred to in subsection (c) of this section.~~

(Code 2017, § 2-6)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3062

AN ORDINANCE AMENDING SECTION 2-6, FILING OF BILLS AND CLAIMS AGAINST CITY, OF ARTICLE I, IN GENERAL, OF CHAPTER 2, ADMINISTRATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM THE ORDINANCE FOR APPROVAL OF BILLS AND CLAIMS TO ACTUAL CITY PRACTICE.

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

Section 2-6, Filing of Bills and Claims Against City, of Article I, In General, 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 Section 2-6, Approval of Bills and Claims Against City, is enacted in lieu thereof, as follows:

Sec. 2-6. Approval of bills and claims against city.

- (a) All bills and claims against the city must first be endorsed by the department or under whose supervision the service, labor, materials or obligations were furnished or contracted.
- (b) All bills and claims against the city shall be presented to the council for approval. No bill or claim shall be considered at a special meeting of the council except by a three-fourths vote of all members elected to the council.

(Code 2017, § 2-6)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE **1)** AMENDING SECTION 5-67, LOCATION AND OPERATION – GENERALLY, OF ARTICLE III, OUTDOOR SERVICE AREAS, OF CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES; AND **2)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT CROSS REFERENCES TO OTHER CODE SECTIONS.

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

Section 1. Section 5-67, Location and Operation – Generally, of Article III, Outdoor Service Areas, of Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 5-67, Location and Operation – Generally, is enacted in lieu thereof, as follows:

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section ~~19-9416-132~~ for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-~~56~~(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-~~56~~(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.
- (10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service

area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Section 2. Untitled Subsection (b)(1) of Section 17-246, Noxious Weeds Prohibited; Exceptions, of Article VI, Trees and Shrubs, 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 (b)(1) of Section 17-246 is enacted in lieu thereof, as follows:

Sec. 17-246. Noxious weeds prohibited; exceptions.

[unchanged provisions omitted]

(b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:

- (1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-478.

[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. 3063

AN ORDINANCE **1)** AMENDING SECTION 5-67, LOCATION AND OPERATION – GENERALLY, OF ARTICLE III, OUTDOOR SERVICE AREAS, OF CHAPTER 5, ALCOHOLIC AND MALT BEVERAGES; AND **2)** AMENDING UNTITLED SUBSECTION (b)(1) OF SECTION 17-246, NOXIOUS WEEDS PROHIBITED; EXCEPTIONS, OF ARTICLE VI, TREES AND SHRUBS, OF CHAPTER 17, PARKS AND RECREATION, ALL OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT CROSS REFERENCES TO OTHER CODE SECTIONS.

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

Section 1. Section 5-67, Location and Operation – Generally, of Article III, Outdoor Service Areas, of Chapter 5, Alcoholic and Malt Beverages, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 5-67, Location and Operation – Generally, is enacted in lieu thereof, as follows:

Sec. 5-67. Location and operation—Generally.

The operation of an outdoor service area shall be subject to the following terms, conditions and regulations:

- (1) Outdoor service areas must be located on private property and may not encroach on any public right-of-way, except as provided for in section 19-94 for use of public sidewalks for sidewalk cafes.
- (2) Outdoor service areas shall not be located in the front yard of any licensed premises.
- (3) Outdoor service areas shall be screened on all sides from public view. Screening shall consist of a fence or other suitable barrier not less than five feet in height and not more than eight feet in height. It shall be of solid construction which will effectively prevent ingress or egress from the premises except by way of an emergency fire exit. Such fire exit shall be required of all outdoor service areas.
- (4) An outdoor service area shall not be accessible except from the licensed premises which it adjoins. The required fire exit shall be an emergency exit only.
- (5) An outdoor service area must be immediately adjacent to the licensed establishment of which it is a part.
- (6) Outdoor service areas shall be permitted only in those zones listed in section 5-5(c)(1), and shall be permitted only if the service area meets or exceeds the requirements of section 5-5(c)(3).
- (7) Outdoor service areas shall comply with appropriate building, housing and fire codes and with all other applicable state and city laws.
- (8) Seating or other accommodations in an outdoor service area shall not exceed one person per 15 square feet of floor area accessible to the public.
- (9) Amplified sound equipment shall be prohibited in outdoor service areas. Compliance with the city noise ordinance shall be required. Additional advertising or identification signage beyond that permitted for the main licensed establishment shall not be permitted.

(10) The owner or operator of an outdoor service area shall be required to observe the same per square foot occupancy limits that apply to the building which it abuts. The occupancy limit for each outdoor service area shall be determined by the city building official. If inclement weather requires early closing of the outdoor service area, the licensee or permittee shall not allow patrons of the outdoor service area to enter that portion of the licensed premises housed in the adjacent building if to do so would result in exceeding the occupancy limits therefor as determined by the city building official.

(Code 2017, § 5-80)

Section 2. Untitled Subsection (b)(1) of Section 17-246, Noxious Weeds Prohibited; Exceptions, of Article VI, Trees and Shrubs, 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 (b)(1) of Section 17-246 is enacted in lieu thereof, as follows:

Sec. 17-246. Noxious weeds prohibited; exceptions.

[unchanged provisions omitted]

(b) Plantings in the following areas located on private property are hereby declared not to be a nuisance as defined in subsection (a) of this section:

(1) Prairie grass areas, wildflower planting areas, natural reserve and preserve areas, urban woodlots, wildlife refuge and conservation areas, wetlands and natural waterways, all as recognized and identified by a governmental agency, provided that setbacks shall be required as described in section 19-47.

[unchanged provisions omitted]

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (4) OF SECTION 10-2, USE OF CITY COLLECTION SERVICE, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT AN OBSOLETE REFERENCE TO A MUNICIPAL OPERATIONS AND PROGRAMS DIRECTOR.

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

Untitled Subsection (4) of Section 10-2, Use of City Collection Service, 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 untitled Subsection (4) of Section 10-2, Use of City Collection Service, is enacted in lieu thereof, as follows:

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

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

[unchanged provisions omitted]

- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of ~~public works~~municipal operations and programs may determine whether or not proper sanitary conditions are being maintained and, at ~~the director's~~his discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

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

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3064

AN ORDINANCE AMENDING UNTITLED SUBSECTION (4) OF SECTION 10-2, USE OF CITY COLLECTION SERVICE, OF ARTICLE I, IN GENERAL, OF CHAPTER 10, GARBAGE AND REFUSE, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT AN OBSOLETE REFERENCE TO A MUNICIPAL OPERATIONS AND PROGRAMS DIRECTOR.

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

Untitled Subsection (4) of Section 10-2, Use of City Collection Service, 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 untitled Subsection (4) of Section 10-2, Use of City Collection Service, is enacted in lieu thereof, as follows:

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

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

[unchanged provisions omitted]

- (4) Owners of apartment buildings of four or more units and owners of mobile home courts shall have the option to use the garbage and refuse and yard waste disposal service of the city, provided that such owners meet city sanitation standards regarding garbage and refuse and yard waste disposal. Should owners of apartments of four or more units or mobile home courts not meet city sanitation requirements for garbage and refuse and yard waste disposal, the city will require garbage and refuse disposal service therefor. The director of public works may determine whether or not proper sanitary conditions are being maintained and, at the director's discretion, may place special containers on an owner's premises to hold refuse in an acceptable manner.

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

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16-11, DISORDERLY CONDUCT – GENERALLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ADD INTENT ELEMENTS IN ACCORDANCE WITH IOWA LAW.

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

Section 16-11, Disorderly Conduct – Generally, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 16-11, Disorderly Conduct – Generally, is enacted in lieu thereof, as follows:

Sec. 16-11. Disorderly conduct—Generally.

- (a) A person commits the offense of disorderly conduct when the person intentionally, knowingly or recklessly does any of the following:
 - (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
 - (2) Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.
 - (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
 - (4) Without lawful authority or color of authority, disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
 - (5) By words or action, initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless.
 - (6) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.
- (b) Nothing contained in this section shall be held to prohibit peaceful picketing, public speaking, the ordinary conduct of a legitimate business or other lawful expressions of opinion not in contravention of law.
- (c) Any person committing the offense of disorderly conduct shall be deemed guilty of a simple misdemeanor, and upon conviction thereof shall be punished accordingly.

(Code 2017, § 19-12)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3065

AN ORDINANCE AMENDING SECTION 16-11, DISORDERLY CONDUCT – GENERALLY, OF ARTICLE I, IN GENERAL, OF CHAPTER 16, OFFENSES AND MISCELLANEOUS PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO ADD INTENT ELEMENTS IN ACCORDANCE WITH IOWA LAW.

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

Section 16-11, Disorderly Conduct – Generally, of Article I, In General, of Chapter 16, Offenses and Miscellaneous Provisions, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 16-11, Disorderly Conduct – Generally, is enacted in lieu thereof, as follows:

Sec. 16-11. Disorderly conduct—Generally.

- (a) A person commits the offense of disorderly conduct when the person intentionally, knowingly or recklessly does any of the following:
- (1) Engages in fighting or violent behavior in any public place or in or near any lawful assembly of persons, provided that participants in athletic contests may engage in such conduct which is reasonably related to that sport.
 - (2) Makes loud and raucous noise in the vicinity of any residence or public building which causes unreasonable distress to the occupants thereof.
 - (3) Directs abusive epithets or makes any threatening gesture which the person knows or reasonably should know is likely to provoke a violent reaction by another.
 - (4) Without lawful authority or color of authority, disturbs any lawful assembly or meeting of persons by conduct intended to disrupt the meeting or assembly.
 - (5) By words or action, initiates or circulates a report or warning of fire, epidemic or other catastrophe, knowing such report to be false or such warning to be baseless.
 - (6) Without authority or justification, obstructs any street, sidewalk, highway or other public way, with the intent to prevent or hinder its lawful use by others.
- (b) Nothing contained in this section shall be held to prohibit peaceful picketing, public speaking, the ordinary conduct of a legitimate business or other lawful expressions of opinion not in contravention of law.
- (c) Any person committing the offense of disorderly conduct shall be deemed guilty of a simple misdemeanor, and upon conviction thereof shall be punished accordingly.

(Code 2017, § 19-12)

INTRODUCED: _____ May 20, 2024

PASSED 1ST CONSIDERATION: _____ May 20, 2024

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING UNTITLED SUBSECTION (5) OF SECTION 18-23, POWERS AND DUTIES, OF ARTICLE II, PLANNING AND ZONING COMMISSION, OF CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT THE REQUIRED PUBLICATION DATES OF NOTICE OF HEARING TO AMEND THE COMPREHENSIVE PLAN.

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

Untitled Subsection (5) of Section 18-23, Powers and Duties, of Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (5) of Section 18-23 is enacted in lieu thereof, as follows:

Sec. 18-23. - Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

[unchanged provisions omitted]

(5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than ~~fourteen~~ and not more than 20 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.

[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. 3066

AN ORDINANCE AMENDING UNTITLED SUBSECTION (5) OF SECTION 18-23, POWERS AND DUTIES, OF ARTICLE II, PLANNING AND ZONING COMMISSION, OF CHAPTER 18, PLANNING, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CORRECT THE REQUIRED PUBLICATION DATES OF NOTICE OF HEARING TO AMEND THE COMPREHENSIVE PLAN.

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

Untitled Subsection (5) of Section 18-23, Powers and Duties, of Article II, Planning and Zoning Commission, of Chapter 18, Planning, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new untitled subsection (5) of Section 18-23 is enacted in lieu thereof, as follows:

Sec. 18-23. - Powers and duties.

The city planning and zoning commission shall have and possess the following powers and duties and such other powers as may be incidental to the successful carrying out of the powers vested in it in this section or such as may be expressly conferred upon it by law:

[unchanged provisions omitted]

(5) For the purpose of making a comprehensive plan for the physical development of the city, the commission shall make careful and comprehensive studies of the present conditions and future growth of the city, with due regard to its relation to neighboring territory. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the city and its environs which will, in accordance with present and future needs, best promote health, safety, order, convenience, prosperity and general welfare, as well as efficiency and economy in the process of development. Before adopting a comprehensive plan or any part of it, or any substantial amendment thereof, the commission shall hold at least one public hearing thereon, notice of the time of which shall be given by one publication in a newspaper of general circulation in the city, not less than four and not more than 20 days before the hearing. The adopting of the plan or part or amendment thereof shall be by resolution of the commission carried by the affirmative vote of not less than two-thirds of the members of the commission. When such comprehensive plan has been adopted as provided for in this subsection, no substantial amendment or modification thereof shall be made without such proposed change being first referred to the commission for its recommendation. If the commission disapproves the proposed change, it may be adopted by the city council by an affirmative vote of at least two-thirds of all the members of such council.

[unchanged provisions omitted]

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 23-187, GENERAL PASSING, OF DIVISION 2, OVERTAKING AND PASSING, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM TO CHANGES IN STATE LAW.

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

Section 23-187, General Passing, of Division 2, Overtaking and Passing, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-187, General Passing, is enacted in lieu thereof, as follows:

Sec. 23-187. General passing.

The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules stated in this division:

- (1) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
- (2) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle ~~on audible signal~~ and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.
- ~~(3) Any driver of a vehicle that is overtaken by a faster moving vehicle who fails to heed the signal of the overtaking vehicle when it is given under such circumstances that he could, by the exercise of ordinary care and observation and precaution, hear such signal, and who fails to yield that part of the traveled way as provided in this section, shall be guilty of a misdemeanor.~~
- ~~(4) Upon proof that a signal was given as contemplated by subsection (3) of this section, the burden shall rest upon the accused to prove that he did not hear the signal.~~

(Code 2017, § 26-146)

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

Attest:

Kim Kerr, CMC, City Clerk

ORDINANCE NO. 3067

AN ORDINANCE AMENDING SECTION 23-187, GENERAL PASSING, OF DIVISION 2, OVERTAKING AND PASSING, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, TO CONFORM TO CHANGES IN STATE LAW.

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

Section 23-187, General Passing, of Division 2, Overtaking and Passing, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Section 23-187, General Passing, is enacted in lieu thereof, as follows:

Sec. 23-187. General passing.

The following rules shall govern the overtaking and passing of vehicles proceeding in the same direction, subject to those limitations, exceptions and special rules stated in this division:

- (1) The driver of a vehicle overtaking another vehicle proceeding in the same direction shall pass to the left thereof at a safe distance and shall not again drive to the right side of the roadway until safely clear of the overtaken vehicle.
- (2) Except when overtaking and passing on the right is permitted, the driver of an overtaken vehicle shall give way to the right in favor of the overtaking vehicle and shall not increase the speed of his vehicle until completely passed by the overtaking vehicle.

(Code 2017, § 26-146)

INTRODUCED: _____ May 20, 2024 _____

PASSED 1ST CONSIDERATION: _____ May 20, 2024 _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk




MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

Item 11.

FROM: Mayor Danny Laudick 
TO: City Council
DATE: June 3, 2024
SUBJECT: Re-Appointment of Member to Board of Adjustment
REF: (a) Code of Ordinances, City of Cedar Falls §26-59: Board of Adjustment

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following member of the Board of Adjustment for reappointment to an additional five-year term:
 - Gerald Sorensen, term ends 3/31/2029
2. Sorensen has been recommended for reappointment by staff, and has carried out their responsibilities as a board member successfully.

xc: City Administrator
Director, Community Development

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MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

Item 11.

FROM: Mayor Danny Laudick 

TO: City Council

DATE: June 3, 2024

SUBJECT: Re-Appointment of Members to Parks & Recreation Commission

REF: (a) Code of Ordinances, City of Cedar Falls §17-166: Parks & Recreation Commission

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Parks & Recreation Commission for reappointment to an additional three-year term:

- Brian Bowman, term ends 6/30/27
- Clare Struck, term ends 6/30/27

2. Both members have been recommended for reappointment by staff, and have carried out their responsibilities as board members successfully.

xc: City Administrator
Director, Community Development

###




MAYOR DANNY LAUDICK

CITY OF CEDAR FALLS, IOWA

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

Item 11.

FROM: Mayor Danny Laudick 

TO: City Council

DATE: June 3, 2024

SUBJECT: Re-Appointment of Members to Tourism Board

REF: (a) Code of Ordinances, City of Cedar Falls §17-300: Tourism Board

1. In accordance with the candidacy and qualification requirements of reference (a), I hereby nominate the following members of the Tourism Board for reappointment to an additional three-year term:

- Annie Gougler, term ends 7/1/2027
- Michele Jensen, term ends 7/1/2027

2. Both members have been recommended for reappointment by staff, and have carried out their responsibilities as board members successfully.

xc: City Administrator
Director, Community Development

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CIVIL SERVICE COMMISSION
City of Cedar Falls
CEDAR FALLS, IOWA

May 22, 2024

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

Mayor Laudick and City Council Members:

The Civil Service Commission of the City of Cedar Falls, Iowa approved and authorized administration of a testing instrument for the position of Engineering Technician I. Listed below are the names of the top ranked candidates with their combined average test scores and applicable Veteran's Preference points. Tied scores are presented in alphabetical order, if applicable.

Rank	Name	Combined Averaged Score	Veteran's Preference Points	Total Points With Preference
1	Joel Peters	324	21	345
2	Darin Gonzalez	292		292
3	Alexander England	244		244

Respectfully Submitted,



Paul Lee, Commission Chairperson



Crystal Ford, Commissioner



Cathy Showalter, Commissioner

Orig: Kim Kerr, City Clerk

Cc: Chase Schrage, Director of Public Works
David Wicke, City Engineer
Civil Service Records



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



MEMORANDUM

To: Honorable Mayor Laudick and Cedar Falls City Council

CC: Craig Berte, Public Safety Director

From: Chief John Zolondek

Date: 5/20/24

Re: Sturgis Falls Fireworks Show

J & M Displays has contacted Cedar Falls Fire Rescue requesting a permit to provide fireworks display on Thursday June 27th, 2024, at approximately 9:45pm in the area of Hudson Road west of the dome. This fireworks permit is for a display for Sturgis Falls.

I have received the application materials and spoke with J & M Displays and the following has been agreed to and will abide by:

- J & M Displays fully complies with NFPA 1123, State of Iowa Chapter 727, and all applicable codes and regulations.
- J & M Displays will provide a minimum one-million-dollar insurance policy. A copy of this policy has been forwarded to Cedar Falls Fire.
- J & M Displays has submitted a site plan for approval to Cedar Falls Fire.
- All personnel operating the fireworks display equipment will be qualified to operate the equipment.
- There will be a proper margin of safety for spectators and personnel.
- Cedar Falls Fire rescue will inspect and approve the site for safety on the date of the display.
- Appropriate fees will be submitted before the event.

I respectfully request that Cedar Falls City Council approve this permit application for a fireworks display.



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 20, 2024
SUBJECT: FY24 Report by College Hill Partnership

As you may recall, starting in FY09 we signed formal agreements with those outside agencies that receive funding from the City of Cedar Falls. As part of those agreements, these agencies were required to submit reports and documentation on how those funds were used.

Attached is the bi-annual report for FY24 filed by College Hill Partnership. The second ½ payment for their SSMID funding and the second ½ payment for their tourism activities & economic development services grant are therefore listed on the council bills to be processed.

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

xc: Jennifer Rodenbeck, Director of Finance and Business Operations
Stacy Braun-Wagner, Finance Clerk
Paul Kockler, Accountant



College Hill Partnership

2304 College Street
Po Box 974
Cedar Falls, Iowa 50613

Phone: 319-273-6882
collegehillpartnership@gmail.com
www.collegehillpartnership.org

—

2024-2025

Board of Directors

Kyle Dehmlow, President
Angela Johnson, Vice President
Ryan Kriener, Secretary/Treasurer
Jorge Covarrubias
Frank Darrah
Dave Deibler
Ryan Drewes
Andy Fuchtmann
Chris Martin
Andrew Ungs

16 May 2024

Mayor Laudick & Members of Cedar Falls City Council
220 Clay Street
Cedar Falls, IA 50613

RE: Economic Development and SSMID Funds

Attached please find the Biannual Report from College Hill Partnership detailing our organization's current status and progress in promoting and revitalizing College Hill.

In this report you will find the following information:

- Accomplishments of the last 6 Months
- List of Current Board of Directors
- Financial Statement

We are thankful for the support and collaboration that the City of Cedar Falls has given our organization.

With the submission of this report, we respectfully ask for the disbursement of the SSMID funds to the College Hill Partnership. Please notify us if there is any additional information as needed as we would be happy to provide it.

Kindest regards,

Christopher R. Martin

Christopher R. Martin, Board Member

On behalf of the College Hill Partnership Board of Directors
319-883-5088
chris.martin@cfu.net



Economic Development Fund, SSMID & Community Development Fund EVALUATION SECOND-HALF FY24

Name of Organization: College Hill Partnership

Project Description:
SSMID

The College Hill Partnership received approval for our business district as a Self Supported Municipal Improvement District. The objective of the College Hill Partnership SSMID is to help further our organization by representing and advocating for the interests of College Hill. We have worked to do this through economic development, tourism, and quality of life in the College Hill area. We have also worked to improve the administration's performance, redevelopment, and revitalization of the district. These funds specifically aid us in our mission of revival and promotion of the College Hill area.

What is the mission of your organization?:

College Hill Partnership (CHP) is a nonprofit organization that serves as the leader in the revitalization and promotion of the College Hill area, an urban neighborhood community. The scope of its mission includes promoting healthy neighborhood businesses and housing enhancement, strengthening collaboration and pride, developing public/private partnerships, and serving as an advocate for addressing area concerns.

Grant Amount:

- **SSMID \$33,437 (FY24, July 1, 2023-June 30,2024)**

Address of Organization or person completing this application:

2304 College Street

Po Box 974

Cedar Falls, Iowa 50613

Email: collegehillpartnership@gmail.com

1. Do you consider your organization/projects a success from October 2023 through March 2024? Why?

Over the last two years, our organization has run solely on volunteer hours, a change from the previous five years and a first for our organization while receiving SSMID funding. Our volunteers have made numerous advancements to the mission and vision of the College Hill Partnership (CHP) and we consider the last six months to continue to be a success.

The CHP has established four committees to aid in the mission and vision of our organization. These committees are Economic Development, Neighborhood Engagement, Strategic Partnerships, and Communication and Marketing. Each committee is chaired by a board member and allows us to continue the work done by our previous Executive Director, including projects such as the Seerley Park Improvement Project, the Imagine College Hill Vision Plan and code update. Additionally these committees continue to foster relationships with the City of Cedar Falls, the University of Northern Iowa, and other community stakeholders.

The Economic Development Committee has worked to develop strategies to attract new businesses to College Hill. The committee serves as a place for business owners to connect with one another and allows us to provide any resources they may need. In 2024-25, they are working on creating a marketing plan to attract more patrons to The Hill. Our expenditures have been rather low over the past two years because we have had no executive director; the banked SSMID funds will enable the organization to be able to use those funds in a targeted manner for larger projects once we complete the marketing plan.

In collaboration with the City of Cedar Falls, our Neighborhood Engagement Committee has continued to focus on updating Seerley Park. We have a well-established group of volunteers who have worked closely with city staff and landscape architects to create a more accessible and functional park. In support of our fundraising efforts we have established a College Hill Partnership fund at the Cedar Falls Community Foundation.

The Neighborhood Engagement Committee has also funded several community events including Saturdays in Seerley, a monthly event that allows opportunity for conversation with neighbors, and allows us to support Hill businesses by purchasing coffee and baked goods. The committee has also brought jazz music back to Seerley Park. The August 2023 Jazz in Seerley event saw over 200 attendees.

The Strategic Partnership Committee has established new relationships with the University of Northern Iowa, which we hope will be mutually beneficial to both the university and the City of Cedar Falls. UNI has seen many changes in staff over the past year, and our organization has created many opportunities for these new staff members to connect with community members.

The CHP has continued to fund clean-up efforts in the area. We have worked with several organizations, including the University of Northern Iowa, Green Iowa AmeriCorps, and ThreeHouse to facilitate volunteer clean-ups of the College Hill business district and College Hill neighborhood.

After hundreds of hours of work were put in by the CHP to help create the *Imagine College Hill!* Vision Plan, our organization cheers the approval of the plan in February 2024 and looks forward to the upcoming code changes within parts of the College Hill overlay district. We understand

that implementing any changes is perhaps a year-long process or more, but the CHP is invested in working with the city to see it through. Using our resources, we will continue to advocate for The Hill, and anticipate the code updates that will entice new entrepreneurs to head to The Hill to open new businesses.

2. Does the outcome of this grant funding to your operation/project align with the Economic Development Fund/SSMID/Façade/Community Betterment goals of complementing Cedar Falls economic development efforts? Explain.

The College Hill Partnership’s use of the SSMID and city funding aligns with Cedar Falls’ economic development efforts. In the last six months we have seen the addition of Zury’s Taco Bar, which opened in March 2024 (in the old OP site). It has already proven to be very popular. Octopus on College Hill is also nearing the completion of its expansion and will offer kitchen service with a limited menu beginning later this spring/early summer. The physical expansion of Octopus has also complemented its wider and more frequent musical offerings, including more high-profile performers.

Renovations are underway for Moo’s Bakery (in the old Milk Box Bakery site) and we expect an opening for it on College Hill by mid-2024. Developer Brent Dahlstrom’s planned apartment/retail building wrapped behind the Great Wall building at 22nd and College is expected to begin construction in 2024 as well. Restaurateur Kyle Dehmlow also reported to open new businesses at the old Little Bigs site on College St. later this year.

The College Hill Partnership continues to foster its unique connection between the business district and the University. By funding the CHP, a multifaceted organization with a diverse demographic, the City of Cedar Falls ensures that customers connect to businesses and vice-versa. Through this connection, College Hill businesses can supply offerings in demand. For example, several years ago, a study supported by the CHP helped neighbors voice their support for a coffee shop on The Hill. Because of this study, the College Hill Business District was able to gain Sidecar Coffee, now a staple of The Hill.

College Hill continues to face challenges caused by the current economic crisis, changes in purchasing and dining habits, and decreased enrollment at the University of Northern Iowa (although UNI reversed its declining enrollment, and is now predicting a second year of modest enrollment growth for academic year 2024-25). These issues tell us that the CHP’s mission to promote and encourage revitalization is still critical to the health and vitality of The Hill.

3. Did receipt of an Economic Development Fund, Community Betterment grant, or SSMID enable your organization/project to provide a new service to promote economic development or the creation of quality employment opportunities in Cedar Falls? How?

Our services fall into several key areas including; encouraging cooperative business strategies, developing awareness of the neighborhood and business district, collaborative opportunities for marketing through events and partnerships, improving the physical appearance of College Hill, and sponsoring cultural events that promote the district.

We continue to see that the nature of College Hill is ever-changing. It is a district that requires our organization’s continual focus. Funding helps the College Hill Partnership provide services that promote economic development, community growth, and stronger relationships with our

stakeholders.

Through funding we have been able to increase awareness of the business district and neighborhood through both physical and digital media. In the past year, we purchased a full page ad in the Cedar Falls Visitor and Tourism Guide. This guide will help attract visitors to Cedar Falls and especially to the University aware of services in our area. We have also purchased a fiberglass panther as a part of the Panthers on Parade campaign.

We have been able to offer our community several cultural events free of charge, including but not limited to a monthly event in Seerley Park with free coffee and pastries. This event allows neighbors to connect, for the CHP to recruit new members, and for the CHP to get a gauge on what community members are looking for from The Hill.

4. Please provide a summary of activities completed from October 2023 through March 2024 by your organization/project.

The College Hill Partnership provides services aimed at promoting economic development throughout College Hill. Through funding we were able to undertake many new projects during the year while maintaining our core mission and vision.

Encouraging cooperative business strategies

The College Hill Partnership understands the challenges the College Hill area faces. We work together with merchants, residents, landlords, the University of Northern Iowa, and Cedar Falls to make improvements and promote the district. We have been at the forefront in facilitating growth through better communication and connecting relevant parties. In the past we have helped business growth by establishing a College Hill TIF District, a College Hill Urban Revitalization Program (CHURP), and participation in the Façade Grant Program.

The CHP works with city staff to get the community involved in several public input opportunities, from the Pettersen Plaza Expansion to Imagine College Hill Visioning. We use our communication channels to promote events and projects the city works on, such as the partnership between the University and Cedar Falls Public Safety as UNI welcomed students back to campus.

We also worked with Kamyar Enshayan, UNI's Center for Energy and Environmental Education and its Neighborhood Trees Initiative to support (with \$2000) the Tammy Turner Memorial Tree Planting in the College Hill area. On April 16, CEEE staff and AmeriCorps members planted 25 trees in the Hill area. The CHP hopes to support a second round of planting later this year.

Promoting College Hill

In the last six months the CHP has been particularly focused on building lasting relationships with our stakeholders to support the promotion of College Hill. Through frequent face-to-face meetings with staff at UNI, we hope to establish ways to support UNI and vice versa. In turn, we hope these interactions will lead to creating a more vibrant community for future UNI students. We have also reached out to new businesses and owners on The Hill. Additionally, we are working on partnerships with groups like the Cedar Falls Economic Development Corporation.

The College Hill Partnership is promoting the Hill through regular face-to-face meetings, frequent email communication, our website (www.collegehillpartnership.org) and blog. At

the end of the first quarter 2024, we have:

- Facebook followers, 2.3K
- Instagram followers, 1.9K

While social media helps to keep our members and interested groups connected and up-to-date with what's happening on College Hill and how we can collaborate on its improvement, we can use other media to connect with visitors. We have recently purchased a full page ad in the Cedar Falls Visitor and Tourism Guide. This guide will help attract visitors to Cedar Falls and especially to the University aware of services in our area

Sponsoring and Fostering Cultural Events

Since our organization was established in 2008, the CHP has sponsored many events. Each year we host an annual meeting for members where they can talk informally, discuss goals, and vote on new board members. This year's annual meeting, on April 22, 2024, was significant for discussing the focus of the CHP and increasing its efforts and attention on the commercial SSMID district.

In April the CHP facilitated the 3rd Annual College Hill Neighborhood Garage Sales. We gathered addresses of about one dozen participants, provided signs for their yards, created a map of sales, and advertised the sales on social media. The sales were again a great success.

In 2021 the CHP began hosting Saturday in Seerley, a monthly event on the second Saturday of each month. We continued this event beginning in May through October. We provide coffee and pastries, both from College Hill business, and gather together with our neighbors and friends. The event enables College Hill residents and advocates to spend time together informally. We plan to have one of the Saturday events in Pettersen Plaza this year, to introduce the group to that space.

An idea sparked from one Saturday in Seerley was our Jazz in Seerley Park concert. On Aug. 27, 2023, over 200 attendees gathered in Seerley Park for our second annual jazz concert featuring three local jazz groups. At this event the College Hill Partnership was able to promote the upcoming Seerley Park Improvement project. The CHP had new member sign-ups and reconnected with old neighbors. The 3rd annual Jazz in Seerley Park is planned for Aug. 25, 2024.

In the past six months, CHP has worked with an emerging group (which includes Adam Bolander of the Tourism and Visitors Bureau, Cory Hurless of the Hearst Center, and Nick Pedersen of Padget Technologies, who initiated the idea) to work to develop an annual Soap Box Derby event on the Hill, starting in spring 2025. CHP helped to facilitate the connections and host the meetings. There used to be Soap Box Derby races on The Hill in the 1950s and '60s, and we hope to literally use the Hill, and its substantial slope on College St., to bring an updated Soap Box Derby event back to The Hill.

Activities such as these are an important way to appeal to a substantial, diverse demographic our neighborhood serves. Public events and activities bring significant revenue to College Hill and the City of Cedar Falls. They also promote the vitality of College Hill, drive interest in spending time on the Hill, and aid economic development within our local district and the City of Cedar Falls.

Improving the physical appearance of College Hill

One of CHP's charges is to create an inviting environment where people want to live, work, and visit. The College Hill district is a gateway to Cedar Falls from UNI. It is one of the first places to create an impression on future students and their parents. The CHP has overseen the maintenance of flower beds in Pettersen Plaza and College and 23rd Streets, and the parking lots on the Hill. The flower beds on the Hill were highlighted on several Master Gardener websites highlighting public garden spaces and maintaining them successfully. Continually, the College Hill Partnership has worked with the Black Hawk County Master Gardeners to aid our organization in the area's beautification. Their volunteers have continued to donate countless hours to help put the plant beds to bed for the winter season.

A collaboration between the College Hill Partnership, BHC Co Master Gardeners, and Friends of Pettersen Plaza has spent countless hours providing an aesthetically pleasing, event-friendly space at the bottom of The Hill that reflects the namesake of the Plaza, Hugh Pettersen. To date, we have raised over \$17,000 in private donations to go towards the improvements of Pettersen Plaza. We are thrilled to see the completion of the Olive Street Box Culvert project.

Many board members and CHP volunteers spend free time picking up trash and debris left behind in highly used areas like the College Hill neighborhood. Another proud partnership we have is with Green Iowa AmeriCorps and TreeHouse Collaborative Campus Ministries. Through this partnership we facilitate clean-ups. These days featured an opportunity for UNI students to help us clean up The Hill.

Our largest current project which will greatly improve both the appearance of College Hill and create a new opportunity for neighborhood and community members alike is our Seerley Park Improvement Project. Again, in partnership with the City, we are working to make Seerley Park a more accessible, functional, and welcoming City.

Seerley Park has always been the College Hill Partnership's neighborhood park. We have hosted countless events there over the years, including regular Saturday get-togethers, Halloween and holiday tree lighting events for children and families, and programs such as our popular "Jazz in the Park" event.

Created in 1893, the 2.3-acre Park is the second oldest park in Cedar Falls. The last renovation to the park was completed in the 1970s, a time when accessibility was, unfortunately, not considered. Children and adults with mobility issues find it next to impossible to access the Park's playground and shelter. The only access is the somewhat steep diagonal sidewalk—and then across stretches of grass to the playground or shelter.

In this renovation, with planning aided by city staff (especially Chase Schrage, Director of Public Works, and ex-officio board member Karen Howard, Planning & Community Services Manager) and Ritland-Kuiper Landscape Architects, we would add additional sidewalks that would create more suitable access to both the playground and shelter for children and adults in wheelchairs, or using walkers, braces or dealing with visual challenges. Along with easier access, stable surfaces and smooth (ramp) transitions would be added so all children can "play together" and "stay together" on safe, new ADA compliant playground equipment. The new playground surface would be a playground grass safety surface which requires subdrainage, a modified subbase and pad. We would be able to add a fence around the playground for added safety and peace of mind for parents.

The renovation also includes a new, multipurpose gazebo park shelter, with amenities for picnics, music performances, and other events, and an accessible design that fits with the historical nature of the park.

Currently the City of Cedar Falls’ Capital Improvement Plan has identified the “Play Together, Stay Together Seerley Park Renovation” as a project for 2024 and 2025, but only if the College Hill Partnership, serving as a community partner, can raise the first \$100,000 of the estimated \$474,451 total project cost.

By the first quarter of 2024, we raised about \$62,500 (and another \$15,000 on May 1, 2024). CHP has established an account at the Cedar Falls Community Foundation and have a web link to CFCF for private donations. Our goal is to complete fundraising in 2024, for a late 2024 or early 2025 start to construction.

The “Stay Together, Play Together” project would bring a half-century upgrade to Seerley Park to make its playground and shelter ADA compliant and accessible for all Cedar Valley children and a multipurpose park shelter for everyone to enjoy.

Fostering Partnership with City of Cedar Falls

The College Hill Partnership values the working relationship with the City of Cedar Falls. This includes but is not limited to:

- Regularly communicating with city staff
 - City staff liaison at CHP board meetings
 - Mayor and City Council members at CHP board meetings
 - Attending City Council meetings
- Working to help promote activities and important issues the city is working on
 - Parking
 - Annual City-Wide Clean Up
 - Olive Street Box Culvert
 - Public Safety as students return to campus
 - Seerley Park Improvement
 - Participation in the Cedar Falls Tourism project by sponsoring one of the TC Mascot statues, located May-October 2024 near College and 22nd, in front of Octopus (<https://www.cedarfallstourism.org/panthers-on-parade/mascots/17-katsumi.aspx>)
- Participating in joint media communications
 - Interviews with local press
 - Social media

5. Do you have suggestions for improvement of this grant process?

We do not have any suggestions at this time.

BOARD MEMBERS

Resident: Angela Johnson (2023-2025), Vice President
Resident: Chris Martin (2024-2026)
Landlord: Ryan Drewes (2024-2026)
Landlord: Ryan Kriener (2023-2025), Secretary/Treasurer
Business: Dave Deibler (2024-2026)
Business: Andy Fuchtman (2024-2026)
At Large: Jorge Covarrubias (2024-2026)
At Large: Frank Darrah (2023-2025)
At Large: Kyle Dehmlow (2024-2026), President
At Large: Andrew Ungs (2024-2026)
At Large (Student): TBA by NISG (2024-2025)

NON-VOTING MEMBERS

Past President: Chris Martin (continues as voting board member)
UNI Liaison: Heather Harbach
City of Cedar Falls Liaison: Karen Howard
Heart Center Liaison: Cory Hurless
Public Safety Liaison: Tim Smith
Community Main Street Liaison: Kim Bear

Financial Statement & Budget

Budgeted Revenue Sources	Anticipated Budgeted Revenue	July	August	September	October	November	December	January	February	March	April	May	June	Anticipated Revenue Due	Total Receipts
4010 Memberships/Donations	\$ 1,500.00	\$ -	\$ 272.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ 1,103.00	\$ 397.00
4020 SSMD	\$ 26,000.00	\$ 19,354.55	\$ -	\$ -	\$ -	\$ 14,084.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,438.74)	\$ 33,438.74
4030 Community Betterment Grant Funds	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ -
4040 Economic Development Grant: City of Cedar Falls	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250.00	\$ -
4050 Facade Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4060 Tree Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4080 Pettensen Plaza Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5000 Sertify Park Improvement Fund*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000 Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (5000 General Fund)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ 30,350.00	\$ 19,354.55	\$ 272.00	\$ -	\$ -	\$ 14,084.19	\$ -	\$ -	\$ -	\$ 125.00	\$ -	\$ -	\$ -	\$ (3,485.74)	\$ 33,835.74
Expenses	Budgeted Amount	July	August	September	October	November	December	January	February	March	April	May	June	Total Expenses	Total Available or Deficiency
5020 Administrative Expenses	\$ 800.00	\$ (50.00)	\$ (310.10)	\$ (283.20)	\$ (92.20)	\$ (392.20)	\$ (92.20)	\$ (101.38)	\$ (92.20)	\$ (2,133.84)	\$ (45.00)	\$ -	\$ -	\$ (3,562.36)	\$ (3,092.38)
5015 Insurance	\$ 1,500.00	\$ -	\$ -	\$ -	\$ (598.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (598.00)	\$ 902.00
6030 Salaries	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
9031 Taxes	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
9045 Economic Development Committee	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ (40.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (40.00)	\$ 960.00
9068 Beautification Committee	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00
9090 Strategic Partnerships Committee	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00
9070 Farmers Market Engagement Committee	\$ 700.00	\$ -	\$ (200.00)	\$ (300.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (500.00)	\$ 200.00
9080 Neighborhood Engagement Committee	\$ 5,000.00	\$ (35.56)	\$ (1,646.27)	\$ (35.56)	\$ -	\$ (35.56)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,794.85)	\$ 3,245.85
9075 Communication & Recruitment Committee	\$ 2,000.00	\$ -	\$ -	\$ -	\$ (7,600.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,600.00)	\$ (6,600.00)
9090 General Fund	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Total Expenses	\$ 26,100.00	\$ (85.56)	\$ (2,156.43)	\$ (616.76)	\$ (8,196.20)	\$ (467.76)	\$ (92.20)	\$ (101.38)	\$ (92.20)	\$ (2,133.84)	\$ (45.00)	\$ -	\$ -	\$ (13,965.33)	\$ 12,114.67
Balance (Income vs. Expenses)	\$ 4,250.00	\$ 19,268.99	\$ (1,884.43)	\$ (618.76)	\$ (8,190.20)	\$ 13,616.43	\$ (92.20)	\$ (101.38)	\$ (92.20)	\$ (2,008.84)	\$ (45.00)	\$ -	\$ -	\$ -	\$ -
Check Accounts Ending Balance	\$ 93,498.07	\$ 72,767.06	\$ 70,890.63	\$ 70,261.67	\$ 62,071.67	\$ 75,068.10	\$ 75,565.90	\$ 74,484.52	\$ 75,462.32	\$ 73,393.48	\$ 73,348.48	\$ -	\$ -	\$ -	\$ -
Date of Balance		7/10/2023	8/27/2023	9/27/2023	10/17/2023	11/30/2023	12/6/2023	1/26/2024	2/5/2024	3/28/2024	4/5/2024				
Unmarked Funds															
4080 Pettensen Plaza Fund balance		\$ 1,877.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4060 Tree Fund		\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00	\$ 2,250.00
4050 Facade Fund Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

To: Mayor Laudick and City Council Members
From: Kim Kerr, City Clerk
Date: May 24, 2024
Re: Cigarette/Tobacco/Nicotine/Vapor Applications

Public Records has received applications for cigarette/tobacco/nicotine/vapor permits. We recommend approval of these permits.

Name of Applicants:

- a) Casey's #4279 – 1620 West 1st Street – renewal.
- b) Casey's #4553 – 1525 West Ridgeway Avenue – renewal.
- c) Central Iowa Vapors Plus Cedar Falls –704 Main Street – renewal.
- d) Greenleaf Tobacco – 502 Brandilynn Boulevard – renewal.
- e) Greenleaf Tobacco & Vaper – 5901 University Avenue – renewal.
- f) King Star – 2228 Lincoln Street – renewal.



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: May 23, 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) NewAldaya Lifescapes, 7511 University Avenue, Class F retail alcohol & outdoor service - renewal.
- b) Harry's Five and Dime, 123 Main Street, Class C retail alcohol - renewal.
- c) Los Cabos Mexican Restaurant, 112-114 Main Street, Class C retail alcohol & outdoor service - renewal.
- d) Mulligan's Brick Oven Grill & Pub, 205 East 18th Street, Class C retail alcohol & outdoor service - renewal.
- e) Casey's General Store, 5226 University Avenue, Class E retail alcohol - renewal.
- f) Casey's General Store, 5908 Nordic Drive, Class E retail alcohol - renewal.
- g) Mini-mart, 1420 West 1st Street, Class E retail alcohol - renewal.
- h) River Place Plaza, 200 East 2nd Street – Plaza, Special Class C retail alcohol & outdoor service - temporary expansion of outdoor service area. (June 13, June 21, June 28 – 29, July 13, July 19, 2024)
- 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. (June 20, 2024)



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of May, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and The City of Cedar Falls, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 15,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of June 27th, 2023 at approximately _____ p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requisite minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ 15,000 as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge not to exceed five percent (5%) per annum shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ _____ in full by _____ (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ___5% ___10%
 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of n/a or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks event for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

- VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.
- VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.
- VIII. Seller is solely responsible for the fireworks display and neither the City of Cedar Falls nor the University of Northern Iowa has any control over the means or methods of the fireworks display, nor the equipment, nor the fireworks themselves, nor any control over the personnel employed by the Seller to conduct the fireworks display. Seller is an independent contractor and neither the City of Cedar Falls nor the University of Northern Iowa are agents, employees, partners, joint venturers or associates of the Seller. The employees or agents of one party shall not be deemed or construed to be the employees or agents of any other entity for any purpose whatsoever.

[Signatures on separate page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Attest:

Kim Kerr, CMC, City Clerk

Date



J&M Displays Proposal for: City of Cedar Falls Sturgis Falls

Opening

Multi-shell Barrage Units

Quantity Name Rising Effect

4 Candle bundle 300 shot - Purple

Category Shell Count: 1200

1.4G Multi-shell Barrage Units

Quantity Name Rising Effect

4 Purple Dahlia 36s Z cake

Category Shell Count: 144

Section Shell Count: 1344

Walls

Ground Displays

Quantity Name Rising Effect

6 Fireball (kit - igniter not included)(Impact simulator)

Category Shell Count: 6

Section Shell Count: 6

Main Event

Multi-shell Barrage Units

Quantity Name Rising Effect

2 Assorted Chrysanthemum with gold tails with 6 fast salutes 36 shots
 2 Assorted Chrysanthemum with silver tails 36 shots #2
 2 Assorted Cycas palms with silver tails 36 shots
 2 Assorted shells w/silver tails at show pace 36 shots

Category Shell Count: 288

2.5 Inch Color Shells

Quantity Name Rising Effect

1 Assortment G of 15 pairs (30 shells) J&M Brand Shells ELECTRIC FIRE
 1 Assortment T of 30 different J&M Brand Shells ELECTRIC FIRE

Category Shell Count: 60

3 Inch Salutes

Quantity Name Rising Effect

10 Cylinder Salute 3" (made in USA)

Category Shell Count: 10



J&M Displays Proposal for: City of Cedar Falls Sturgis Falls

Main Event

3 Inch Color Shells

Quantity	Name	Effect
		Rising Effect

1	Assortment D of 20 different J&M Brand Patriotic Shells (5 salutes) ELECTRI
1	Assortment I of 10 pairs (20 shells) of J&M Brand shells ELECTRIC FIRE

Category Shell Count: 40

4 Inch Color Shells

Quantity	Name	Effect
		Rising Effect

1	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE
1	Assortment O of 18 different (36 shells) J&M Brand shells ELECTRIC FIRE

Category Shell Count: 56

Section Shell Count: 454

Finales

Multi-shell Barrage Units

Quantity	Name	Effect
		Rising Effect

1	Quick salute 36 shot (2.5") ELECTRIC FIRE ONLY
---	--

Category Shell Count: 36

2.5 Inch Finales

Quantity	Name	Effect
		Rising Effect

5	9 Salutes with one palm 10 Shot finale chain
20	Rainbow peony 10 Shot finale chain

Category Shell Count: 250

Section Shell Count: 286

Miscellaneous

Ignition Items

Quantity	Name	Effect
		Rising Effect

230	MJG 10' (non-regulated ATF) Igniters with 10' leads (FWI 10 - 30 per box)
-----	---

Category Shell Count: 0

Section Shell Count: 0

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Effect
		Rising Effect

1	2.5" Display Shell cake - Brocade Crown 36 shot
---	---

Category Shell Count: 36



J&M Displays Proposal for: City of Cedar Falls Sturgis Falls

8% Free for Early Payment

4 Inch Color Shells

Quantity	Name	Rising Effect
1	Glittering willow to variegated with pistil	
1	Pink and Lemon crossette	
1	Silver palm tree	
1	White strobe and red dahlia	

Category Shell Count: 4

Section Shell Count: 40

15% Free for Loyalty Program

Multi-shell Barrage Units

Quantity	Name	Rising Effect
2	2.5" Display Shell Cake- Mixed finale 2.5" 36 shot	
1	2.5" Display Shell Cake- Red White Blue finale 2.5" 36 shot	

Category Shell Count: 108

Section Shell Count: 108



J&M Displays Proposal for: City of Cedar Falls Sturgis Falls

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Total Price of Show: **\$15,000.00**

Total Shot Count: 2238

Packing Check: 302

Date of Display: 06/27/24

Customer Number: 14178

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.

Diameter	Quantity	Shots	Racks
Shells			
2.5"	2	60	6
3"	12	50	5
4"	6	60	8
Shells Shot Ct: 170			
Multi-shell Barrage Units			
0"	8	1344	
2.5"	13	468	
Multi-shell Barrage Units Qty: 21 Shot Ct: 1812			
Finales			
2.5"	25	250	25
Finales Qty: 25 Shot Ct: 250			
Igniters Needed: 216			



CERTIFICATE OF LIABILITY INSURANCE

Item 18.

DATE (MM/DD/YYYY)

5/28/2024

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

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

PRODUCER Acisure, LLC dba Britton Gallagher 3737 Park East Dr. STE 204 Beachwood OH 44122	CONTACT NAME: PHONE (A/C, No., Ext): 216-658-7100		FAX (A/C, No.): 216-658-7101
	E-MAIL ADDRESS:		
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Denali Insurance Company		16044
	INSURER B : Axis Surplus Ins Company		26620
	INSURER C : Everest Indemnity Insurance Co.		10851
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1299327690 **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'L SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
C	GENERAL LIABILITY <input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		SI8ML00060-241	1/15/2024	1/15/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y		SI8CA00033-241	1/15/2024	1/15/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		P-001-000063943-06	1/15/2024	1/15/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	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			WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Excess Liability #2	Y		SI8EX01313-241	1/15/2024	1/15/2025	Each Occ/ Aggregate Total Limits	\$4,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 DISPLAY DATE: JUNE 27, 2024
 LOCATION: UNIVERSITY OF NORTHERN IOWA SOCCER FIELDS, 1 CEDAR FALLS, IOWA

ADD'L INSURED: CITY OF CEDAR FALLS, IA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; THE UNIVERSITY OF NORTHERN IOWA; THE STATE BOARD OF REGENTS; THE STATE OF IOWA, THEIR AGENTS, OFFICIALS AND EMPLOYEES AS AN ADDITIONAL INSURED.
 Waiver of subrogation in favor of additional insureds applies.

CERTIFICATE HOLDER The City of Cedar Falls 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CLARIFIES THE POLICY. PLEASE READ CAREFULLY.

Item 18.

EVEREST INDEMNITY INSURANCE COMPANY

ADJ. NO.

NAMED INSURED J & M DISPLAYS INC. CENTRAL STATES DISTRIBUTING, A	EFFECTIVE DATE 01-15-24	POLICY NUMBER SI8ML00060241
IF THIS ENDORSEMENT IS LISTED IN THE POLICY DECLARATIONS, IT IS IN EFFECT FROM THE TIME COVERAGE UNDER THIS POLICY COMMENCES. OTHERWISE, THE EFFECTIVE DATE OF THIS ENDORSEMENT IS AS SHOWN ABOVE AT THE SAME TIME OR HOUR OF THE DAY AS THE POLICY BECAME EFFECTIVE.	COUNTERSIGNED BY: <hr/> AUTHORIZED REPRESENTATIVE	
<p>THIS ENDORSEMENT IS USED AS AN OVERFLOW FOR FIELDS ON THE DECLARATIONS PAGE NOT LARGE ENOUGH FOR THE NECESSARY INFORMATION AND TO LIST OPTIONAL COVERAGES.</p> <p style="text-align: center;">TORT LIAB OF GOVERNMENTAL SUBDIV- IOWA TORT LIABILITY OF GOVERNMENTAL SUBDIVISIONS- IOWA</p> <p>THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:</p> <p>COMMERCIAL GENERAL LIABILITY COVERAGE PART</p> <p>THIS POLICY DOES NOT APPLY TO ANY CLAIM AGAINST AN INSURED FOR WHICH THE INSURED:</p> <p>(1) IS IMMUNE FROM LIABILITY DUE TO THE PROVISIONS OF ANY STATUTE OR WHERE THE ACTION BASED UPON SUCH CLAIM HAS BEEN BARRED OR ABATED BY OPERATION OF STATUTE OR RULE OF CIVIL PROCEDURE; OR</p> <p>(2) IS NOT IMMUNE FROM LIABILITY AS DESCRIBED IN (1) ABOVE BUT IS IMMUNE FROM FURTHER LIABILITY ABOVE ANY SPECIFIC STATUTORY LIMITS CAP ON THE MAXIMUM LIABILITY OF THE INSURED. HOWEVER, THIS ITEM (2) DOES NOT APPLY TO THE EXTENT (IF ANY) THIS POLICY PROVIDES COVERAGE UP TO THE MAXIMUM STATUTORY LIABILITY LIMITS CAP.</p> <p>THIS ENDORSEMENT SHALL NOT APPLY IF, FOR ANY REASON, THE IMMUNITY OR MAXIMUM LIABILITY CAP GRANTED BY STATUTE OR RULE OF CIVIL PROCEDURE IS DEEMED VOID.</p> <p>THE IMMUNITIES AND STATUTORY LIMITS CAPS REFERRED TO IN THE FOREGOING PARAGRAPHS ARE THOSE FOUND IN IOWA CODE CHAPTER 670, OR ANY SUCCEEDING STATUTORY COMPILATION.</p>		

POLICY NUMBER: SI8ML00060241

COMMERCIAL GENERAL LIABILITY
CG 20 12 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
ALL GOVERNMENTAL AGENCIES WHO ISSUE A PERMIT FOR THE SALE OR DISPLAY
OF PYROTECHNIC MATERIAL.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.



CERTIFICATE OF LIABILITY INSURANCE

Item 18. DATE (Month/Day/Year)

5/28/2024

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.

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: Presidio Insurance Solutions, LLC
CONTACT NAME: Jodie McCann
PHONE: 847 624 3618
INSURER(S) AFFORDING COVERAGE: INSURER A: PinnaclePoint Insurance Company, INSURER B: Argonaut Insurance Company

COVERAGES CERTIFICATE NUMBER: 251907698 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Argonaut policy: AR,CA,CO,FL,HI,LA,MS,MT,NM,OK,SD,TX/Stop Gap Liability for OH,ND,WA,WY
PinnaclePoint Policy: AL,GA,IA,IL,IN,KS,KY,MI,MN,MO,NE,NC,PA,SC,TN,WI

CERTIFICATE HOLDER: City of Cedar Falls, 220 Clay, Cedar Falls IA 50613, USA. 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: Blaine Peters



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: May 21, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with Focus on Diabetes. The agreement sets forth the requirements that must be met by Focus on Diabetes in order to receive \$7,000 for their "Cedar Valley Focus on Diabetes" 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 FOCUS ON DIABETES

THIS AGREEMENT is entered into as of this 5 day of May, 2024, by and between Focus on Diabetes, 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, Focus on Diabetes is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, Focus on Diabetes has proposed to the City its "Cedar Valley Focus on Diabetes" project whereby Focus on Diabetes will use City funds to continue to fill essential gaps between the community and health systems to improve patient education and awareness, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, Focus on Diabetes' Project is more fully explained in Focus on Diabetes' 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, Focus on Diabetes 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.** Focus on Diabetes 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.** Focus on Diabetes 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, Focus on Diabetes 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 Focus on Diabetes by the City, Focus on Diabetes 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 \$7,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. Focus on Diabetes agrees to complete the Project even if actual expenditures exceed the amount budgeted by Focus on Diabetes for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** Focus on Diabetes shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining Focus on Diabetes' 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 Focus on Diabetes 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 Focus on Diabetes does not use funds for the intended purpose(s) or in the event Focus on Diabetes 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, Focus on Diabetes 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 Focus on Diabetes 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 Focus on Diabetes 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 Focus on Diabetes 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 Focus on Diabetes' performance, or the performance of Focus on Diabetes' employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of Focus on Diabetes.

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 Focus on Diabetes' Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. Focus on Diabetes 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.

Focus on Diabetes

By: 

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 FOCUS ON DIABETES 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 Focus on Diabetes 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 3rd day of June, 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: May 21, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with Cedar Falls Schools Foundation. The agreement sets forth the requirements that must be met by the Jump In and Cedar Falls Schools Foundation in order to receive \$25,000 for their "Community Natatorium" 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 JUMP IN C/O CEDAR FALLS SCHOOLS FOUNDATION**

THIS AGREEMENT is entered into as of this 8 day of May, 2024, by and between Cedar Falls Schools Foundation (hereinafter "Foundation"), 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 Foundation is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, the Foundation has proposed to the City its "Jump In" project whereby the Foundation will use City funds to build a Community Natatorium, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, these funds provided are in addition to the City funds that have already been committed to the building of the natatorium as outlined in the City's five-year Capital Improvements Program; and

WHEREAS, the Foundation's Project is more fully explained in the Foundation'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 Foundation 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 Foundation 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 Foundation 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 Foundation 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 Foundation by the City, the Foundation 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 \$25,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. The Foundation agrees to complete the Project even if actual expenditures exceed the amount budgeted by the Foundation for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The Foundation shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining the Foundation'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 Foundation 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 Foundation does not use funds for the intended purpose(s) or in the event the Foundation 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 Schools Foundation 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 Foundation 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 Foundation 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 Foundation 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 Foundation's performance, or the performance of The Foundation's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of the Foundation.

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 Foundation's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. The Foundation 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 Schools Foundation

By: 

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 JUMP IN/CEDAR FALLS SCHOOLS FOUNDATION 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 Jump In/Cedar Falls Schools Foundation 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 3rd day of June, 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: May 23, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with MercyOne Cedar Falls Medical Center/MercyOne Cedar Falls Foundation. The agreement sets forth the requirements that must be met by MercyOne Northeast Iowa Foundation in order to receive \$200,100 for their "Operating Within the Lines" 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
MERCYONE CEDAR FALLS MEDICAL CENTER/MERCYONE CEDAR FALLS FOUNDATION**

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between MercyOne Northeast Iowa Foundation (hereinafter MercyOne), 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, MercyOne is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, MercyOne has proposed to the City its "Operating Within the Lines" project whereby MercyOne will use City funds to support robot technology being offered at MercyOne Cedar Falls Medical Center by funding the purchase of the Mako Orthopedic Robot, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, MercyOne's Project is more fully explained in MercyOne'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, MercyOne 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.** MercyOne 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.** MercyOne 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, MercyOne 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 MercyOne by the City, MercyOne 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 \$200,100.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. MercyOne agrees to complete the Project even if actual expenditures exceed the amount budgeted by MercyOne for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** MercyOne shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining MercyOne'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 MercyOne 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 MercyOne does not use funds for the intended purpose(s) or in the event MercyOne 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, MercyOne Northeast Iowa Foundation 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 MercyOne 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 MercyOne 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 MercyOne 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 MercyOne's performance, or the performance of MercyOne's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of MercyOne.

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 MercyOne's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. MercyOne 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.

MercyOne Northeast Iowa Foundation

By: 

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 MERCYONE CEDAR FALLS MEDICAL CENTER/MERCYONE
CEDAR FALLS FOUNDATION 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 MercyOne Cedar Falls Medical Center/MercyOne Cedar Falls Foundation 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 3rd day of June, 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: May 21, 2024
SUBJECT: FY2025 Health Trust Funding

Please find attached an agreement with Success Link/Together for Youth Coalition. The agreement sets forth the requirements that must be met by the Together for Youth Coalition in order to receive \$11,000 for their "Together for Youth Adolescent Pregnancy Prevention Program" 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 SUCCESSLINK/TOGETHER FOR YOUTH COALITION**

THIS AGREEMENT is entered into as of this 6th day of May, 2024, by and between SuccessLink/Together For Youth (hereinafter "TFY"), 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, TFY is an agency that qualifies for funding from the City pursuant to the Finance Policy as updated; and

WHEREAS, TFY has proposed to the City its "Together for Youth Adolescent Pregnancy Prevention Programs" project whereby TFY will use City funds to work collaboratively to improve adolescent sexual health outcomes and strengthen young families, in order to benefit the City of Cedar Falls (the "Project"); and

WHEREAS, TFY's Project is more fully explained in TFY'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, TFY 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.** TFY 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.** TFY 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, TFY 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 TFY by the City, TFY 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 \$11,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. TFY agrees to complete the Project even if actual expenditures exceed the amount budgeted by TFY for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** TFY shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining TFY'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 TFY 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 TFY does not use funds for the intended purpose(s) or in the event TFY 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, TFY 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 TFY 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 TFY 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 TFY 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 TFY's performance, or the performance of TFY's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of TFY.

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 TFY's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. TFY 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.

SuccessLink, Inc.

By: 

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 SUCCESS LINK/TOGETHER FOR YOUTH COALITION 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 Success Link/Together for Youth Coalition 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 3rd day of June, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



Cedar Falls
• Community Center •

MEMORANDUM

TO: Honorable Mayor Danny Laudick and City Council
FROM: Kelly Stern, Library and Community Center Director
DATE: May 24, 2024
SUBJECT: Contract between Cedar Falls Community Center and Sherwin Williams
#1398

The Library and Community Center director sent requests for quotes for replacement flooring to three local commercial flooring vendors. The Community Center opened in its current location in 2004, and the flooring is soiled, worn, and needs to be replaced. This will be the first time the flooring has been replaced since the Center's opening.

Two vendors submitted quotes, shown below.

Riley's Floors: \$47,765

Sherwin Williams #1398: \$41,777.50

The lowest bid was submitted by Sherwin Williams #1398 for \$41,777.50. Funding for the project will be from general revenue as part of the CIP plan.

Community Center staff recommends approving and executing the contract with Sherwin William #1398 for replacement of carpet and hard flooring. It is anticipated that the work will be completed by the end of July 2024.

Please contact me if you have any questions. Thank you for your consideration.

xc: Jennifer Rodenbeck, Director of Finance and Business Operations

CITY OF CEDAR FALLS, IOWA
 GENERAL TERMS AND CONDITIONS
 Sherwin Williams Flooring Agreement

This Agreement is by and between Sherwin Williams #1398 ("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 services and/or products provided or supplied by Contractor as defined in this Agreement and as listed on Exhibit "A" attached. ("Services" or "Scope of Services")

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

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

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

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

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

2.0. Compensation

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

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

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

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

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

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

2.6. If the City fails to make any payment when due to the Contractor, the Contractor may charge the City interest on the unpaid balance at the rate of 5% per annum until paid. In addition, Contractor may, after giving 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 June 30, 2024 unless earlier terminated under the terms of this Agreement.

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

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

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: _____ (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:	Contractor:
Name: Kelly Stern	Name: <u>The Sherwin-Williams Company</u>
Title: Library and Community Center Director	Title: <u>Branch Manager</u>
Address: 528 Main Street	Address: <u>210 8th Street NW</u>
Cedar Falls, IA 50613	<u>Cedar Rapids, IA 52405-3973</u>
Telephone: 319-268-5541	Telephone: <u>319.247.1219</u>
Email: director@cedarfallslibrary.org	Email: <u>sw721398@sherwin.com</u>

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) The Sherwin-Williams Company

By:  Richard Staley

Its: Manager-Contract Services Date: 5.23.24

CITY OF CEDAR FALLS, IOWA

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, CMC, City Clerk

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

Item 23.

DATE(MM/DD/YYYY)
05/02/2024

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 Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED The Sherwin-Williams Company and its Subsidiaries & Businesses 101 W. Prospect Ave Cleveland OH 44115 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Old Republic Insurance Company		24147
	INSURER B: ACE Property & Casualty Insurance Co.		20699
	INSURER C: ACE American Insurance Company		22667
	INSURER D: ACE Fire Underwriters Insurance Co.		20702
	INSURER E:		
INSURER F:			

Holder Identifier : AGBNPI

COVERAGES CERTIFICATE NUMBER: 570105418357 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY318239 Products located below	05/01/2024	05/01/2025	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$10,000,000
							PRODUCTS - COMP/OP AGG	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB-318238	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$7,500,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			XEUG27974983009 SIR applies per policy terms & conditions	05/01/2024	05/01/2025	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC57242073 WC - AOS SCFC57242164 WC - WI	05/01/2024	05/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
D			N/A		05/01/2024	05/01/2025	E.L. EACH ACCIDENT	\$2,000,000
							E.L. DISEASE-EA EMPLOYEE	\$2,000,000
							E.L. DISEASE-POLICY LIMIT	\$2,000,000
A	Products Liability			MWZY318240 Products Liability	05/01/2024	05/01/2025	Occurrence	\$5,000,000
							Aggregate	\$10,000,000

Certificate No : 570105418357

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

Medical Expense coverage under General Liability policy applies where required by written contract. RE: Project: City of Cedar Falls Rec. Center flooring, Location/Site: 110 13th Street, Cedar Falls, IA. City of Cedar Falls is included as Additional Insured in accordance with the policy provisions of the General Liability policy, where required by written contract. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Products Liability and Workers' Compensation policies, where required by written contract.

CERTIFICATE HOLDER CANCELLATION

City of Cedar Falls 220 Clay Street Cedar Falls IA 50613 USA	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



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-williams Company	
POLICY NUMBER See Certificate Number: 570105418357			
CARRIER See Certificate Number: 570105418357	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Excess Workers Compensation			WCUC57242231 Excess WC SIR applies per policy terms & conditions	05/01/2024	05/01/2025	EL Each Accident	\$2,000,000
							EL Disease - Policy	\$2,000,000
							EL Disease - Ea Empl	\$2,000,000

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Number: 570105418357			
CARRIER See Certificate Number: 570105418357	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insureds

The following subsidiaries are included as Additional Named Insureds in accordance with the policy provisions of the above mentioned policies.

165 Kirkwood Road Corp.
 Accurate Dispersions
 Acme Quality Paints
 Acquire Sourcing, LLC
 AcromaPro
 AcromaPro Wood Finishes
 Baltimore Paint Group
 Bestt Liebco
 Brod-Dugan Company
 C&M Coatings
 Cabot
 Cabot Stains
 Cabot Woodcare
 CBD Group
 Color Corporation of America
 Color Wheel Paint
 Columbia Paint & Coatings
 Comex North America, Inc.
 Conco Paints
 Con-Lux Coatings
 Consumer Brands Group
 Contract Transportation Systems Co.
 Cover the Earth Media
 Cover the Earth Meetings
 CTE Meetings
 CTS National Corporation
 Cuprinol Group
 Custom Aerosols
 Custom Paint Products Group
 Deshler Products
 Diversified Brands
 Dobco
 Duckback
 Dupli-Color Canada Division
 Dupli-Color Products
 Duracoat Powder Manufacturing
 DuraSeal Plasti-Kote Co., Inc.
 Duron
 Duron Paint
 Duron Paint & Wallcoverings
 Dutch Boy
 Dutch Boy Group
 Dutch Boy Paints
 Fabulon Products
 Fabulon Wood and Floor Finishes
 Flex Bon Paints
 Formby's
 Frazee Paint
 General Polymers
 Geocel
 Geocel Products Group
 H&C Concrete Coatings
 H&C Concrete Stain
 H&C Products Group
 Homeline Products Group
 Independent Dealer Group
 Kool Seal
 Krylon
 Krylon Products Group
 Kwal Paint
 Landmark Office Towers
 Landmark Office Towers Management
 M.A.B. Paints, Co.
 M.L. Campbell
 MAB Paints
 Martin-Senour Company

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED The Sherwin-Williams Company	
POLICY NUMBER See Certificate Number: 570105418357			
CARRIER See Certificate Number: 570105418357	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Named Insureds Continued

Martin-Senour Paints
 Mautz Paints
 McCloskey
 Mercury Paints
 Minwax
 Minwax Company
 Minwax, Wood Care Product
 Moly-White Pigments Group
 National Aerosol Products Company
 Norfolk Paint Company
 Old Quaker Paint
 Omega Specialty Products & Services LLC
 Paint-Safe
 Parker Paint
 PQ Products Group
 Pratt & Lambert
 Pratt & Lambert Paints
 Pro Line Paint
 Purdy
 Purdy Brushes
 Purdy International Corporation
 Raabe
 Ress Realty
 Ress Realty Company
 Rubberset Company
 Sherwin-Williams Automotive Finishes
 Sherwin-Williams Diversified Brands
 Sherwin-Williams International Holdings LLC
 Sherwin-Williams Leasing, Inc.
 Sherwin-Williams Ohio LLC
 Sherwin-Williams Realty Holdings, Inc.
 Sherwin-Williams Russia LLC
 Specialty Aerosols
 Specialty Polymers, Inc.
 Sprayon Products
 SWI Company
 SWIMC, Inc.
 SWIMC, LLC
 The Sherwin-Williams Acceptance Corporation
 The Sherwin-Williams Foundation
 The Sherwin-Williams Headquarters Company
 The Sherwin-Williams Manufacturing Company
 The Sherwin-Williams US Licensing Company
 The Terminal Garage Company
 The Thompson's Company
 U.S. Chemical & Plastics
 Uniflex Coatings
 United Coatings
 Valentine & Co.
 Valspar Coatings
 Watson Adhesives
 Watson Industrial
 Watson Standard
 White Lightning Products
 VALSPAR ENTITIES:
 Engineered Polymer Solutions, Inc.
 Valspar
 Valspar Automotive
 Valspar Coatings
 Valspar Holdings I, Inc.
 Valspar Holdings II, Inc.
 Valspar Industries Holding, LLC
 Valspar Refinish, Inc.
 Valspar Industrial
 Valspar Packaging
 Valspar Specialty Paints Holding Corporation (formerly Quest Specialty Coatings Holding
 General Paint Corporation)
 Valspar Specialty Paints, LLC (formerly Quest Specialty Coatings, LLC)
 Valspar Paint (NZ) Ltd
 The Valspar (New Zealand) Corporation Ltd

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract	The Locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract	The Locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: The Sherwin-Williams Company
Endorsement Effective Date: 05/01/24

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
All persons or organization as required by contract or agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Workers' Compensation and Employers' Liability Policy

Item 23.

Named Insured THE SHERWIN-WILLIAMS COMPANY 101 PROSPECT AVE CLEVELAND OH 44115	Endorsement Number
	Policy Number Symbol: WLR Number: C57242073
Policy Period 05-01-2024 TO 05-01-2025	Effective Date of Endorsement 05-01-2024
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule


ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA NONWAIVER OF GOVERNMENTAL IMMUNITY ENDORSEMENT

SCHEDULE

Municipality:

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA NONWAIVER OF GOVERNMENTAL IMMUNITY ENDORSEMENT**SCHEDULE****Municipality:**

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IOWA NONWAIVER OF GOVERNMENTAL IMMUNITY ENDORSEMENT**SCHEDULE****Municipality:**

City of Cedar Falls
220 Clay Street
Cedar Falls, IA 50613

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


CEDAR FALLS DEPARTMENT OF PUBLIC SAFETY SERVICES

CITY OF CEDAR FALLS
 4600 S. MAIN STREET
 CEDAR FALLS, IOWA 50613

319-273-8612

MEMORANDUM

To: Mayor and City Council

From: Craig R. Berte, Public Safety Director *CAB*

Date: May 16, 2024

Re: Request for Street Closures & Notification of Cedar Falls Animal Control Ordinance, Sec 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival

The Sturgis Falls Overman Entertainment Group is requesting several streets to be closed for their annual celebration and parade. The street closures would begin at 5:00 p.m. on Wednesday, June 26 and continue through 11:30 p.m. on Sunday, June 30.

I am requesting that the City Council approve these requests with the understanding that the police department will coordinate with the Sturgis Falls Committee and the Sturgis Falls Entertainment Group and any affected city departments about the exact date and times of these closures. Also, due to unforeseen circumstances such as bad weather, etc. it may be necessary for me to direct the closure of other city streets in order to ensure the safe flow of pedestrians.

Also, In reference to the Cedar Falls Animal Control Ordinance, Section 6-70, Animals Prohibited: Sturgis Falls Celebration and Cedar Basin Music Festival. The ordinance bans animals, with the exception of a certified police canine, rescue dog or tracking dog acting or behalf of a public safety agency in the performance of its duties, or engaged in approved training or a public demonstration of its skills; service dog; certified therapy dog, from all locations utilized by the Sturgis Falls Celebration and Cedar Basin Music Festival. This year's event begins Wednesday, June 26th at 5:00 p.m. and runs until Sunday, June 30th at 11:30 p.m.

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

Attachment



April 20, 2024

Mark Howard Police Chief
 City of Cedar Falls
 4600 S Main Street
 Cedar Falls, Iowa 50613

Dear Chief Howard:

Sturgis Falls Overman Entertainment Group is requesting the exclusive use of all city streets historically used by the event for activities during June 28th-30th, 2024.

Specific street, dates, and times are as follows:

1. During the entire weekend (Wednesday at 5:00 p.m. through Sunday at 11:30 p.m.):
 - a. Franklin Street from First Street to Fourth Street
 - b. Clay Street from First Street to Fourth Street
 - c. Second Street from Washington Street to Franklin Street
 - d. Third Street from Washington Street to Franklin Street
2. During the Sturgis Falls Overman Entertainment parade (Saturday at 6:00 a.m. to Saturday noon):
 - a. The staging area map is shown on the attached map
 - b. The parade route is shown on the attached map
 - c. we are also requesting for Franklin Street from Fourth Street to Seventh Street with no parking for end of parade continuous movement.
3. The Arts and Crafts Fair streets in need of closing are listed above (1.a.,b.,c., and d.).
4. All other streets in and around Overman Park and the downtown area & adjoining streets would remain open other than the above listed streets.
5. Franklin Street from 2nd-3rd Streets will need to be closed on Wednesday all day to set up the 40x260 Kidsway tent.

We would like to remind you that there is a new addition of changing the handicap lot behind the Historical Society over to 2nd Street between Tremont and Franklin.

In case of unknown factors i.e. flooding, etc. we may have to request additional street closure.

Please notify us as soon as possible regarding your decision on the use of these areas during the event.

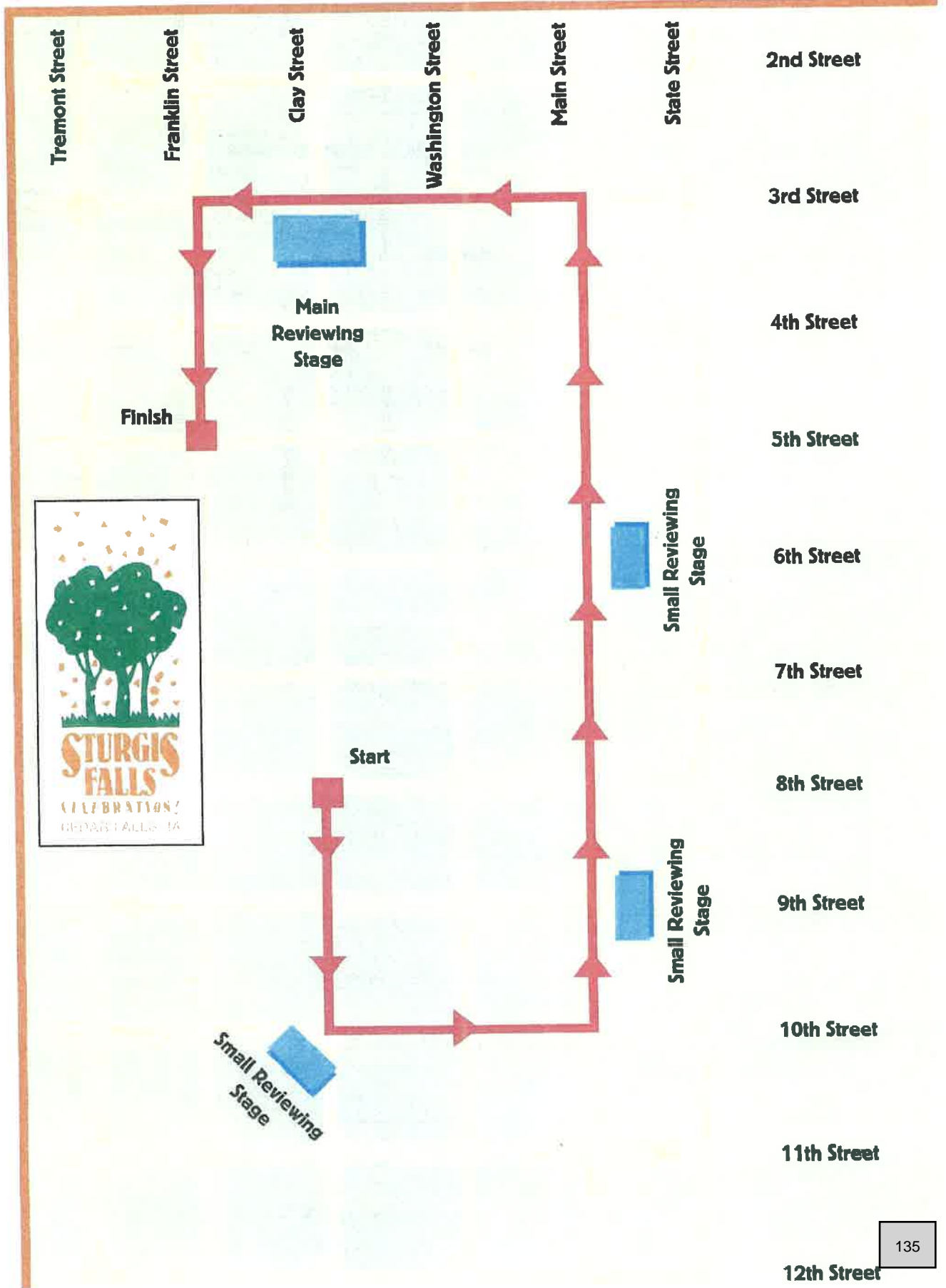
Thanks in advance.

Sincerely,
Sturgis Falls Overman Entertainment Group

A handwritten signature in black ink that reads "Rose Miller". The signature is written in a cursive, slightly slanted style.

Rose Miller, Parade/Dignitary Director
Pete Downs, President
Jill Kennedy, Overman Park Director
Dalton Blackford, Overman Park Security
Mark (Moe) Morgan, Parade Security

Sturgis Falls Parade Route





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



MEMORANDUM

To: Mayor Danny Laudick and Cedar Falls City Council

CC: Director Craig Berte

From: Chief Zolondek

Date: May 22nd, 2024

Re: Rescue Boat Grant

Cedar Falls Fire Division applied for a grant through the Cedar Falls Health Trust Fund Board. This grant is to support our specialized rescue equipment, specifically our boats. This will improve our rescue and response capabilities through its purpose-built technology. The efficient design is rugged and made for success in unpredictable situations. This boat and equipment will elevate water, ice, or snow preparedness and responses. We have never had a boat this versatile. The Fire Division has been awarded \$4,708.00.

I am requesting the City Council approve and accept the grant. Please let me know if you have any questions.

Chief Zolondek



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 24, 2024
SUBJECT: Tourism Activities & Economic Development Services Funding Agreement

Attached is the FY25 Tourism Activities & Economic Development Services Funding agreement with Community Main Street (CMS). This project meets the Tourism Activities & Economic Development Services Funding program criteria, and the agreement sets forth the requirements that must be met by CMS in order to receive \$20,000 in funding for FY25.

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

FY2025 Tourism Activities & Economic Development Services Funding

AGREEMENT IN SUPPORT OF CEDAR FALLS COMMUNITY MAIN STREET

THIS AGREEMENT is entered into as of this 8th day of May, 2024, by and between Cedar Falls Community Main Street, Inc., (hereinafter "CMS"), 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 ("Purchasing Manual"); and

WHEREAS, CMS is an agency that qualifies for funding from the City pursuant to the Purchasing Manual as updated; and

WHEREAS, CMS has proposed to the City its project, whereby CMS will use City funds for economic development programming, cleanliness and general upkeep, and a façade grant program, in order to benefit the City of Cedar Falls (the "Project"); and

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

WHEREAS, the Purchasing Manual 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, CMS 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. CMS 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. CMS shall provide proof of tax-exempt status under the Internal Revenue Service Revenue Code prior to receiving funding.

2. Recipient mission statement. CMS 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 Purchasing Manual approved by the City Council.

3. Recipient documentation. Prior to receiving funding, CMS 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;
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;

- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CMS by the City, CMS shall utilize 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 \$20,000 in order to support implementation of the Project. The Project Budget is established as part of the Application. CMS agrees to complete the Project even if actual expenditures exceed the amount budgeted by CMS for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** CMS shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CMS's performance and accomplishments within the scope of work outlined in its application, upon submitting Requests for Payment pursuant to Paragraph 8.

7. **Salaries.** A portion of the City's funding, as outlined in Paragraph 5, may provide funding for a portion of the salaries and employee benefits described in the application. City payment of a portion of the program's salary and benefit expenses shall not make the City responsible or liable for any employee. All employment-related claims made by a CMS employee or against a CMS employee by others will be borne by CMS. There is no employer-employee relationship between the City and CMS or any CMS employee, officer, director, agent, volunteer or representative.

8. **Request for Payment.** All requests for payment or reimbursement shall be submitted by CMS to the City on a biannual basis, specifically October 30, 2024 and April 30, 2025. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 9. 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.

9. **Report on Project Results.** CMS agrees to provide the City with a written summary documenting the expenditure of the funds on a biannual basis, specifically no later than October 30, 2024 and April 30, 2025. Such report shall include without limitation, details of the following activities:

- a. Design and historic preservation
- b. Business development and retention
- c. Promotion and marketing
- d. Member development, training and communication
- e. A summary of new investment and job creation/retention figures for the applicable reporting period.
- f. Specific economic development projects taking place in FY24.
- g. Streetscape Improvement and Cleanliness project.

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

11. **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.

12. **Recipient Board.** The Recipient Board, the Community Main Street Board of Directors, will be charged with planning for the appropriate expenditure of City grant funds in accordance with this Agreement.

13. **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 CMS reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should 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.

14. **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 CMS 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.

15. **Legal Expenses.** CMS 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 CMS's performance, or the performance of CMS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CMS.

16. **Terms of Agreement Control Over 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 CMS's Application describing the Project, which is inconsistent with the provisions of this Agreement, shall be ineffective. CMS 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.

17. **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.

18. **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.

Community Main Street, Inc.

By: Kim Beaw

City of Cedar Falls, Iowa

By: Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Shane Graham, Economic Development Coordinator
DATE: May 24, 2024
SUBJECT: Tourism Activities & Economic Development Services Funding Agreement

Attached is the FY25 Tourism Activities & Economic Development Services Funding agreement with College Hill Partnership (CHP). This project meets the Tourism Activities & Economic Development Services Funding program criteria, and the agreement sets forth the requirements that must be met by CHP in order to receive \$10,000 in funding for FY25.

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

FY2025 Tourism Activities & Economic Development Services Funding

**AGREEMENT IN SUPPORT
OF THE
COLLEGE HILL PARTNERSHIP**

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between the College Hill Partnership, (hereinafter "CHP"), 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 ("Purchasing Manual"); and

WHEREAS, CHP is an agency that qualifies for funding from the City pursuant to the Purchasing Manual as updated; and

WHEREAS, the CHP has proposed to the City its project, whereby CHP will use City funds for an aesthetic care taking position and materials, in order to benefit the City of Cedar Falls (the "Project"); and

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

WHEREAS, the Purchasing Manual 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, CHP 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 CHP 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. The CHP shall provide proof of tax-exempt status under the Internal Revenue Service Code prior to receiving funding.
2. **Recipient mission statement.** The CHP 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 Purchasing Manual approved by the City Council.
3. **Recipient documentation.** Prior to receiving funding, CHP 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;

- 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;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CHP by the City, the CHP shall utilize 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 \$10,000 in order to support implementation of the Project. The Project Budget is established as part of the Application. CHP agrees to complete the Project even if actual expenditures exceed the amount budgeted by CHP for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CHP shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CHP'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 CHP to the City on a biannual basis, specifically October 30, 2024 and April 30, 2025. All payments or reimbursements are contingent upon receipt of the detailed Accounting Report required in Paragraph 6 and upon receipt of the Report on Project Results required in Paragraph 8. 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. **Report on Project Results.** The CHP agrees to provide the City with a written summary documenting the results of the Project within thirty (30) days of receipt of all Funds provided in Paragraph 5 above.

9. **Return of Funds.** In the event CHP does not use funds for the intended purpose(s) or in the event CHP does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the 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 College Hill Partnership Board of Directors, will 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 thirty (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 CHP reimburses all City funding prior to termination.

In the event of termination, immediate written notice shall be given by the authorized official of the party requesting termination to the other party which should 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 CHP 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 CHP 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 CHP's performance, or the performance of CHP's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CHP.

15. **Terms of Agreement Control Over 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 completed. Any and all provisions of CHP's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. CHP 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.

COLLEGE HILL PARTNERSHIP

By: 

Christopher R. Martin, CHP Board

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk



ADMINISTRATION

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

MEMORANDUM

TO: Mayor Laudick and City Council

FROM: Shane Graham, Economic Development Coordinator

DATE: May 24, 2024

SUBJECT: Support of Workforce Housing Tax Credit Application – Garden City Commons, LLC

The Iowa Economic Development Authority has allocated \$35 million in FY25 funding for the Workforce Housing Tax Credit Program. Through this program, incentives are available to developers who rehabilitate or construct new housing units within the city. Eligible project sites include housing developments located on a brownfield or grayfield site, the repair or rehabilitation of dilapidated housing units, and upper story housing developments.

Developers are required to construct a minimum of 4 single family units, 3 multi-family units, or 2 upper story housing units if an application is approved. The incentive is a State tax credit up to 10% of the first \$150,000 of new investment per unit, with a max credit of \$15,000, and a maximum total award for a project of \$1,000,000.

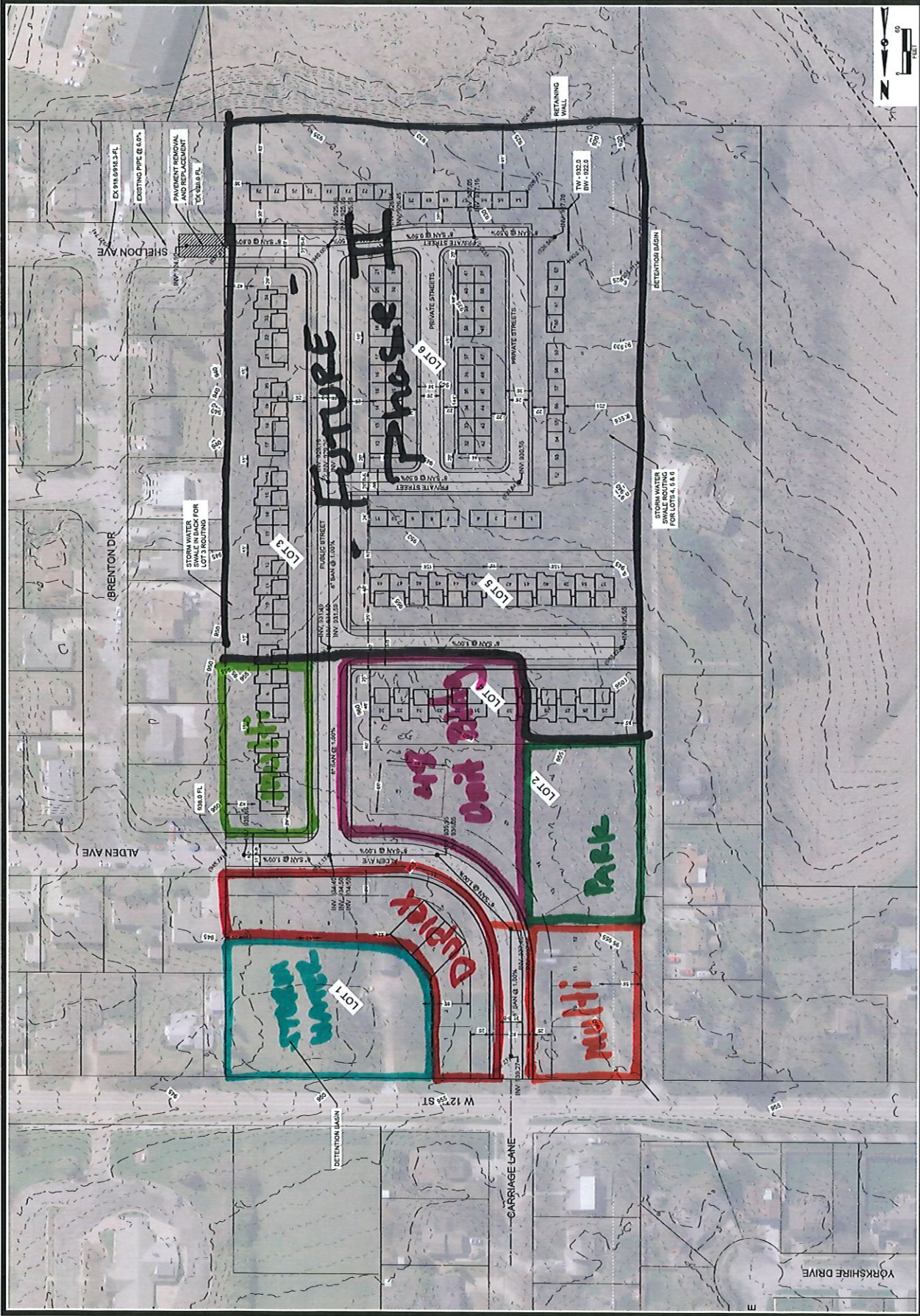
Garden City Commons, LLC intends to construct a new 48-unit housing development at 1924-2024 W. 12th Street, just south of Carriage Lane. The 48 units would be contained within a single building, with an estimated cost of the project of roughly \$7.75 Million. This will be the first phase of this development property, which will also include approximately 125 additional entry-level priced units.

As part of the application that Garden City Commons, LLC intends to submit to IEDA, the City is required to provide a resolution of support for the application, as well as a local match of at least \$1,000 per unit. The developer is requesting the City provide this minimum match, which in total would be \$48,000 for the proposed project. Based on the estimated project value at completion of the 48 units under current tax rates and rollback factor, the annual city tax revenue is calculated to be approximately \$41,000. The City's budget line item for Economic Development Activities could be used to provide the local match needed. This account was intended to foster economic development activities.

Staff recommends that the City Council adopt and approve the following:

1. Resolution of support for a Workforce Housing Tax Credit application to be submitted to the Iowa Economic Development Authority by Garden City Commons, LLC for Workforce Housing Tax Credits for the proposed project located at 1924-2024 W. 12th Street.
2. Resolution approving a local match of \$1,000/unit, not to exceed \$48,000, from the Economic Development Activities account. Said incentive subject to obtaining the Workforce Housing Tax Credits and to be provided on a per unit basis when the unit obtains final occupancy.

xc: Ron Gaines, P.E., City Administrator



Members of City Council,

I come to you today asking for a resolution of support for a Workforce Housing Tax Credit Project that I am working on along 1924-2004 12th St. My ask from the council is up to a \$48,000 "local match" that is a requirement on the application. The match from the city is for \$1000 per unit constructed. The reason my project is a little different and the reason you have not seen this request before is that the site that I am working on is outside of an Urban Renewal (UR) area. If it were within that UR area, the TIF rebate would qualify as a local match. I do not have that luxury, unfortunately. These state tax credits are going to be given to communities across Iowa, and an award of the WFHTC here in Cedar Falls would be a great boost to our affordable living issue. I plan to continue, where financially feasible, to help put a dent in housing inventory issues in Cedar Falls by bringing new and affordable (what affordable means is different today than even 5-7 years ago) options to the area for years to come.

I believe this would be a great investment for the city. **For a total \$48,000 commitment/investment, the city would recoup an estimated \$150,000 in property tax revenue in the first year of full assessment. Then each year thereafter the same.**

The price of construction and the cost of the site development and clearing has been and will be a hurdle to overcome. This local match will provide flexibility on pricing for the condos to the end consumer.

Let me explain a little about the site for you. This site is just over 16 acres. There have always been a couple houses on it that were built in the 60s and have been rental properties. They are currently vacant with some issues and will be torn down eventually.

I have included a very preliminary site plan and renderings for your review, but the high level overview of the project is as follows.

- Single Building with 48 units
- Estimated Hard cost/Vertical cost of the project is \$7.75 Million
- Will be part of master planned area to include a total of roughly 125 entry level priced units
- Nicely landscaped and the area will most likely include a park dedicated back to the city

The Workforce Housing Tax Credit is extremely competitive and available in the amount of \$15,000 per unit. Those credits will be awarded upon completion and occupancy. There is a high likelihood that we are not awarded, and the money is only contingent on winning this award.

Respectfully,

Brian Wingert, Member of Garden City Commons (WFHTC APPLICANT)

RESOLUTION NO. _____**RESOLUTION OF SUPPORT FOR A WORKFORCE HOUSING TAX CREDIT APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY GARDEN CITY COMMONS, LLC FOR WORKFORCE HOUSING TAX CREDITS FOR THE PROPOSED HOUSING PROJECT AT 1924-2024 W 12TH STREET.**

WHEREAS, the City of Cedar Falls, Iowa has been informed by Garden City Commons, LLC that a Workforce Housing Tax Credit Application will be filed with the Iowa Economic Development Authority for the construction of a new residential housing development at 1924-2024 W 12th St, within the City of Cedar Falls, Iowa; and,

WHEREAS, the proposed project includes a single residential building with 48 dwelling units; and,

WHEREAS, the Workforce Housing Tax Credit Program is accepting applications until June 10, 2024 for the FY25 funding cycle; and,

WHEREAS, this program provides a 10% investment tax credit for the first \$150,000 spent per unit; and,

WHEREAS, the program requires a local resolution of support regarding the project's application for the Workforce Housing Tax Credit Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Cedar Falls City Council formally supports this application to the Iowa Economic Development Authority for Workforce Housing Tax Credits.

ADOPTED this 3rd day of June, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

RESOLUTION NO. _____**RESOLUTION OF SUPPORT FOR LOCAL MATCH REQUIRED FOR THE WORKFORCE HOUSING TAX CREDIT APPLICATION TO BE SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY GARDEN CITY COMMONS, LLC FOR THE PROPOSED PROJECT AT 1924-2024 W 12TH STREET.**

WHEREAS, the City of Cedar Falls, Iowa has been informed by Garden City Commons, LLC that a Workforce Housing Tax Credit Application will be filed with the Iowa Economic Development Authority for the construction of a new residential dwelling building at 1924-2024 W 12th St, within the City of Cedar Falls, Iowa; and,

WHEREAS, the proposed residential project will include a single residential building with 48 dwelling units; and,

WHEREAS, this program provides a 10% investment tax credit for the first \$150,000 spent per unit; and,

WHEREAS, the Workforce Housing Tax Credit program requires a local match of a minimum of \$1,000 per unit; and,

WHEREAS, the property to be redeveloped currently has two vacant dilapidated homes with little property tax contributions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that the Cedar Falls City Council agrees to provide \$1,000 per unit after each unit obtains final occupancy if Workforce Housing Tax Credits are awarded to this project and not to exceed a total of \$48,000 at full completion, such that this application can meet the requirements of the Iowa Economic Development Authority for Workforce Housing Tax Credits program.

ADOPTED this 3rd day of June, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: May 21, 2024
SUBJECT: Tourism Activities & Economic Development Funding Agreement

Mayor and Council, it is requested that you approve and sign the attached agreement for FY25 Tourism Activities & Economic Development Funding.

The Cedar Falls Community Theatre requested funding of \$5,000 for artist honorariums and production costs for the 2024-2025 season and meets Tourism Activities & Economic Development Funding program criteria.

I will be happy to return a copy of the signed agreement to the Cedar Falls Community Theatre.

Thank you.

Cc: Stephanie Houk Sheetz, Director of Community Development

FY2025 Tourism Activities & Economic Development Services Funding

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS COMMUNITY THEATRE**

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between the Cedar Falls Community Theatre (hereinafter "CFCT"), 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, now known as the Finance Policy Manual, including updating Section 28 (now known as CFD 3128-23) on Outside Entity Funding ("Finance Policy Manual"); and

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

WHEREAS, the CFCT has proposed to the City its painting project whereby CFCT will use City funds to assist with artist honorariums and production costs for the 2024-2025 season, in order to benefit the City of Cedar Falls (the "Project"); and

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

WHEREAS, the Finance Policy Manual 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 CFCT 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 CFCT 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. The CFCT shall provide proof of tax-exempt status under the Internal Revenue Service Code prior to receiving funding.

2. **Recipient mission statement.** The CFCT 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 Manual approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, CFCT 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;
- 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;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

4. **Description of Project.** In consideration for the funding provided to CFCT by the City, the CFCT shall use the funds for the CFCT Production 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. CFCT agrees to complete the Project even if actual expenditures exceed the amount budgeted by CFCT for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFCT shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CFCT'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 CFCT 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. **Report on Project Results.** CFCT agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and photos of the completed project.

9. **Return of Funds.** In the event CFCT does not use funds for the intended purpose(s) or in the event CFCT does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the 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 CFCT Club of Cedar Falls 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 in this Agreement, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this Agreement 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 CFCT 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 CFCT 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 CFCT 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 CFCT's performance, or the performance of CFCT's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of CFCT.

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 CFCT's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. CFCT 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 Theatre

By: Chris Jones

Its: Managing Director

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: May 16, 2024
SUBJECT: Tourism Activities & Economic Development Funding Agreement

Mayor and Council, it is requested that you approve and sign the attached agreement for FY25 Tourism Activities & Economic Development Funding.

The Cedar Falls Historical Society requested funding of \$3,500 for an exterior sign replacement project at the Ice House Museum and meets Tourism Activities & Economic Development Funding program criteria.

I will be happy to return a copy of the signed agreement to the Cedar Falls Historical Society.

Thank you.

Cc: Stephanie Houk Sheetz, Director of Community Development

FY2025 Tourism Activities & Economic Development Services Funding

**AGREEMENT IN SUPPORT
OF THE
CEDAR FALLS HISTORICAL SOCIETY**

THIS AGREEMENT is entered into as of this ____ day of _____, 2024, by and between the Cedar Falls Historical Society (hereinafter "CFHS"), 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, now known as the Finance Policy Manual, including updating Section 28 (now known as CFD 3128-23) on Outside Entity Funding ("Finance Policy Manual"); and

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

WHEREAS, the CFHS has proposed to the City its painting project whereby CFHS will use City funds to replace an exterior sign at the Ice House Museum, in order to benefit the City of Cedar Falls (the "Project"); and

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

WHEREAS, the Finance Policy Manual 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 CFHS 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 CFHS 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. The CFHS shall provide proof of tax-exempt status under the Internal Revenue Service Code prior to receiving funding.

2. **Recipient mission statement.** The CFHS 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 Manual approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, CFHS 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;
- 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;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

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

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$3,500.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. CFHS agrees to complete the Project even if actual expenditures exceed the amount budgeted by CFHS for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The CFHS shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining CFHS'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 CFHS 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. **Report on Project Results.** CFHS agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and photos of the completed project.

9. **Return of Funds.** In the event CFHS does not use funds for the intended purpose(s) or in the event CFHS does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the 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 Historical Society 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 in this Agreement, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this Agreement 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 CFHS 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 CFHS 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 CFHS 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 CFHS's performance, or the performance of CFHS's employees, officers, directors, agents or volunteers, under this agreement shall be the responsibility of CFHS.

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 CFHS's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. CFHS 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 Historical Society

By: Carrie Eilderts

Its: Carrie Eilderts, Executive Director

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

TOURISM AND CULTURAL PROGRAMS
6510 HUDSON ROAD
CEDAR FALLS, IOWA 50613
PH: 319-268-4266

MEMORANDUM

TO: Mayor Laudick and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: May 21, 2024
SUBJECT: Tourism Activities & Economic Development Funding Agreement

Mayor and Council, it is requested that you approve and sign the attached agreement for FY25 Tourism Activities & Economic Development Funding.

The Rotary Club of Cedar Falls requested funding of \$3,000 for the 100th Anniversary Rotary Plaza and meets Tourism Activities & Economic Development Funding program criteria.

I will be happy to return a copy of the signed agreement to the Rotary Club of Cedar Falls.

Thank you.

Cc: Stephanie Houk Sheetz, Director of Community Development

FY2025 Tourism Activities & Economic Development Services Funding

AGREEMENT IN SUPPORT OF THE ROTARY CLUB OF CEDAR FALLS

THIS AGREEMENT is entered into as of this ____ day of _____, 2024, by and between the Rotary Club of Cedar Falls (hereinafter "Rotary"), 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, now known as the Finance Policy Manual, including updating Section 28 (now known as CFD 3128-23) on Outside Entity Funding ("Finance Policy Manual"); and

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

WHEREAS, the Rotary has proposed to the City its painting project whereby Rotary will use City funds to construct a 100th Anniversary Rotary Plaza, in order to benefit the City of Cedar Falls (the "Project"); and

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

WHEREAS, the Finance Policy Manual 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 Rotary 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 Rotary 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. The Rotary shall provide proof of tax-exempt status under the Internal Revenue Service Code prior to receiving funding.

2. **Recipient mission statement.** The Rotary 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 Manual approved by the City Council.

3. **Recipient documentation.** Prior to receiving funding, Rotary 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;
- 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;
- c. Names and addresses of directors and/or officers;
- d. Line item budget for current fiscal year;
- e. List of any additional pending applications for funding to include funding source and dollar amount requested.

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

5. **Funding.** The City agrees to provide funding in an amount not in excess of \$3,000.00 in order to support implementation of the Project. The Project Budget is established as part of the Application. Rotary agrees to complete the Project even if actual expenditures exceed the amount budgeted by Rotary for the Project.

6. **Documentation Regarding Accounting of Expenditure of City Funds.** The Rotary shall provide the City with a detailed interim accounting of the expenditure of City funds and a written report outlining Rotary'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 Rotary 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. **Report on Project Results.** Rotary agrees to provide the City with a written summary documenting the expenditure of the funds within thirty (30) days of receipt of all Funds provided in Paragraph 5 above. Such report shall include, without limitation, a description and photos of the completed project.

9. **Return of Funds.** In the event Rotary does not use funds for the intended purpose(s) or in the event Rotary does not comply with the reporting requirements of Paragraph 8 above, the funds or any portion thereof shall be returned to the City prior to the end of the 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 Rotary Club of Cedar Falls 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 in this Agreement, and a mutually acceptable replacement cannot be found; or
 - c. Performance of any part of this Agreement 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 Rotary 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 Rotary 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 Rotary 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 Rotary's performance, or the performance of Rotary's employees, officers, directors, agents or volunteers, under this Agreement shall be the responsibility of Rotary.

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 Rotary's Application describing the Project, which are inconsistent with the provisions of this Agreement, shall be ineffective. Rotary 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.

Rotary Club of Cedar Falls

By: Kelsey Umthun

Its: Board Member

City of Cedar Falls, Iowa

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC
City Clerk



DEPARTMENT OF COMMUNITY DEVELOPMENT

VISITORS, TOURISM AND CULTURAL PROGRAMS
 6510 HUDSON ROAD
 CEDAR FALLS, IOWA 50613
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: The Honorable Daniel Laudick and Cedar Falls City Council
FROM: Cory Hurless, Cultural Programs Supervisor
DATE: May 16, 2024
SUBJECT: Public Art Trail Project – Contract with Sculptor Beth Nybeck

Summary: The Cedar Falls Art and Culture Board and city staff have reviewed and approved entering into contract with artist Beth Nybeck for the design and fabrication of 3 sculptures to be installed on Cedar Falls trail sites. Exact sites to be determined and agreed upon by the Artist and the City.

Budget and Funding: The budget for the project, as set and approved by the Cedar Falls Public Art Committee (PAC); including design, fabrication, and installation is \$100,000. The City will prepare and install foundations for the artwork. This project is solely funded by monies set aside and accumulated from hotel motel tax and designated to public art.

Selection Process: A subcommittee of PAC wrote and submitted the RFQ for this project in February 2024. Of the 68 applicants, 3 finalists were selected to develop an artwork concept for this project and present it to PAC for final selection. This subcommittee consisted of PAC members Kristina Mehmen, Dan Perry, Katie Walberg, and Elizabeth Andrews. The finalists presented their concepts, with written project narratives, artist renderings, project schedule and budget on April 19. PAC, in a unanimous vote, selected Beth Nybeck of Kansas City, Missouri. A UNI Alumnae, Nybeck's artwork concept most closely fit the project goals to enhance and compliment the trail systems, reflect the evolving nature and culture of the Cedar Valley in Iowa, and fabricate structurally sound artwork that can be reasonably maintained by the City, and adhere to City standards of quality and safety.

The Art and Culture Board recommends City Council approve the contract with Ms. Nybeck. If you have any questions or comments, please feel free to contact me.

CC: Stephanie Sheetz, Director of Community Development
 Jennifer Pickar, Tourism & Cultural Programs Manager

**AGREEMENT BETWEEN ARTIST
AND
THE CITY OF CEDAR FALLS**

This Agreement is made and entered into on this 8th day of May, 2024, by and between Beth Nybeck, of 3017 De Groff Way, Kansas City, MO 64108 (hereinafter referred to as the "Artist") and the City of Cedar Falls, Iowa (hereinafter referred to as the "City").

WHEREAS, the City desires that a series of 3 public art pieces be installed on City property on existing trail systems, and

WHEREAS, the design of the public art pieces have been approved by the Cedar Falls Public Art Committee and the Cedar Falls Art and Culture Board; and

WHEREAS, the City and the Artist have reached agreement on this matter and now desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the Artist agree as follows:

1. Scope of Work.

(a) The Artist shall produce, deliver and install at Artist's sole cost and sole risk three (3) sculptures described in the Artist's description of sculptures, plan sketches and models, as generally depicted in Exhibit A attached (hereinafter referred to as the "Art Works"). The parties agree that the Art Works shall consist generally of 3 laser-cut metal animal forms; one otter approximately 102 inches tall x 46 inches wide and 67 inches deep, one fox approximately 72 inches tall x 89 inches deep, one rabbit approximately 78 inches tall x 29 inches wide and 43 inches deep, and will be delivered in substantially the same condition as portrayed in the renderings attached as Exhibit A.

(b) The Art Works shall be installed by the Artist on City property, three (3) finalized sites on existing trail systems to be approved by the City (hereinafter referred to as the "Sites").

(c) The City shall locate and produce at the Sites the necessary foundations for the Art Works as described in the Artist's plans and specifications. At its option, the City may produce and install lighting, signage and landscaping at the Sites.

(d) The Artist shall notify the City a reasonable amount of time in advance of when the Art Works will be delivered to the Sites, so that the City may arrange for any remaining site work to be performed in a timely manner prior to installation.

2. Consideration. The City agrees to pay Artist the total consideration of One Hundred Thousand Dollars (\$100,000) for completion of the Art Works, which shall include all related expenses of producing the Art Works, including transportation and delivery to the Sites, and installation as provided in Paragraph 1 of this Agreement, except as specifically excluded in Paragraph 7 below. Said consideration shall be paid to Artist in the following installments:

(a) Fifty percent (50%) of the consideration shall be paid to Artist no later than ten (10) days after the July 1, 2024 City Council Meeting.

(b) Fifty percent (50%) of the consideration shall be paid to Artist as final payment only upon delivery of the Art Works to the Sites, final notice and approval thereof by the City, and completion of installation of the Art Works at the Sites.

3. Time Schedule.

(a) The City agrees that the Art Works installation is dependent on the placement and fabrication of the foundations and that this requires the foundations to be completed at a reasonable time before the Art Works installations can be finalized.

(b) The Artist agrees that the Art Works to be produced pursuant to the terms of this Agreement shall be commenced upon receipt of the first payment as set forth in Paragraph 2 of this Agreement and shall be delivered to and installed at the Sites no later than August 1, 2025.

4. Delay in Time Schedule. The parties agree that if Artist is delayed at any time in the progress of producing the Art Works by an act or neglect of City, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Artist's control, or by other causes of which City in its sole discretion may justify delay, then the time for performance under this Agreement shall be extended for such reasonable amount of time as the City, after consultation with the Artist, may determine in City's sole discretion. Artist agrees that any claim of delay shall be communicated to the City by written notice within ten (10) days after the occurrence of the event giving rise to such claim of delay.

5. Consequences of Delay in Time Schedule. Artist acknowledges that time is of the essence of this Agreement. The parties agree that if the Art Works are not delivered to and installed on the Sites in accordance with the time schedule set forth in Paragraph 3 of this Agreement, then a penalty shall accrue based on the following schedule, with the amount of said penalty deducted from the consideration otherwise payable for the Art Works.

If Art Works are not Delivered to and Installed on the Sites by the Following Date:

The Following Penalty (Stated as a Percentage of the Consideration) Shall Apply:

August 15, 2025

Ten (10) percent

September 15, 2025

Fifteen (15) percent

October 15, 2025

Twenty (20) percent

The parties agree that the penalties stated in this Paragraph 5 are reasonable and appropriate under the circumstances. The parties agree that if the Art Works are not delivered to and installed on the Sites by October 31, 2025, the City shall be entitled to cancel this Agreement upon written notice to Artist, whereupon this Agreement shall be canceled, rescinded and terminated, and Artist shall be obligated to repay the City all sums previously paid to Artist under the terms of this Agreement within thirty (30) days of demand therefore by the City. City shall thereupon have no further responsibility to Artist under this Agreement.

The parties agree that any delay approved by the City pursuant to Paragraph 4 of this Agreement shall extend the above-described deadlines by a period equal to the length of the delay approved by the City pursuant to Paragraph 4 of this Agreement.

6. Acceptance and Approval of Art Works. City shall inspect and give written notice of approval or disapproval that the Art Works conform to the design specified in this Agreement within fifteen (15) days after the Art Works are fully completed, delivered to and installed on the Sites. If a written notice of approval or disapproval is not given to Artist within fifteen (15) days after completion and installation of the Art Works at the Sites, then the Art Works shall be considered approved. Any notice of disapproval shall set forth the specific grounds thereof, and Artist shall then have a reasonable time, not to exceed thirty (30) days, to remedy the City's objections and complete the Art Works, after which Artist shall give written notice of completion to City. The City shall then proceed to inspect the Art Works and give written notice of approval or disapproval that the Art Works conform to the design specified in this Agreement within ten (10) days after receipt of written notice of completion from Artist. After the City's second inspection of the Art Works, if the City reasonably believes the Art Works fail to conform to the design specified in this Agreement, the parties shall attempt to resolve their differences, failing which either party may resort to legal action to resolve the dispute, at the parties' respective costs. The City is not responsible for any damage, destruction, theft or other casualty to the Art Works prior to final acceptance by the City.

7. General.

(a) Artist's Costs. Artist shall be responsible for the following costs:

- (1) Artist's own labor as well as labor costs of any person employed by Artist;
- (2) The cost of purchase of all materials.
- (3) The cost of fabrication;
- (4) The costs of transporting all materials to the Artist's studio as well as transportation of the Art Works to the Sites;
- (5) The cost of labor and materials for installation of the Art Works at the Sites, excluding the cost of labor, equipment, and materials to construct the foundation (see 7(b)(2) below).
- (6) Insurance during construction and installation of the Art Works; and
- (7) All associated studio costs.

(b) City's Costs. City shall be responsible for the following costs:

- (1) Installation assistance once the Art Works are at the Sites, excluding the cost of any equipment that may be required in the installation process. If equipment is required that has been unanticipated by the Artist, Artist is responsible for the cost of labor and equipment as outlined above in 7(a)(5).
- (2) The cost of labor and materials to construct the concrete foundation, and at the City's option, signage, the cost of lighting, and landscaping to accompany the Art Works at the Sites.

(c) Artist shall personally supervise the installation of the Art Works at the Sites.

(d) Upon final installation of the Art Works and final payment to the Artist, the Art Works shall become the property of the City

8 Access, Insurance and Indemnification.

(a) Access to City Trails Granted to Artist: Insurance Requirements. The City agrees that the Artist shall have access to the Sites for placement of the Art Works for installation. The Artist agrees that only public property shall be used by the Artist for access to and placement for installation of the Art Works unless the City notifies the Artist in advance of right to access adjoining property, should that become reasonably necessary. The City shall cause the Artist to furnish proof of adequate insurance as set forth in Exhibit C attached, unless this insurance requirement is waived by the City in this Section.

Insurance requirements waived: Workers' Compensation and Employer's Liability, Errors & Omissions/Professional Liability Comptroller, Cultural Programs Supervisor
(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

(b) Workers Compensation Insurance. If Artist is a sole proprietor without workers' compensation insurance coverage, or does not qualify to carry such insurance coverage, the Artist shall waive all rights of subrogation against the City with respect to any personal injury incurred by Artist arising out of the work performed at the site of installation while the Artist is on city-owned property

(c) Indemnification of City. Artist agrees to indemnify, defend and hold harmless the City against any and all liability, and to pay for any and all damages, losses, claims, or expenses incurred by the City in connection with Artist's negligence or failure to fully perform Artist's obligations under the terms of this Agreement. This indemnification shall include indemnification of the City for reasonable expenses of enforcing this Agreement, including, but not limited to, reasonable attorneys' fees.

9 Reproduction Rights

(a) General. Artist retains all rights under the Copyright Act of 1976, 17 United States Code Sections 101 et seq., and all other rights in and to the Art Works except ownership and possession of the Art Works, and except as such rights may be limited by this subparagraph. Because the Art Works in their final form shall be unique, Artist agrees not to make any additional duplicate reproductions of the Art Works, nor shall Artist grant permission to any third person or entity to do so, without the express written permission of the City in advance. Artist grants to City, at no additional cost, an irrevocable license to make a sufficient number of two-dimensional or three-dimensional reproductions of the Art Works for educational purposes, including, but not limited to, reproductions used in advertising, promotion, calendars, posters, brochures, media, publicity, catalogs, and development projects, or other similar publications, provided that City's exercise of these rights is carried out in a professional and reasonable manner.

(b) Notice. City agrees that all reproductions of the Art Works shall contain a credit to Artist and a copyright notice substantially in the following form: "© Beth Nybeck 2025."

(c) Credit to City. Artist shall use their best efforts to give credit to the City in any public showing of reproductions of the Art Works under Artist's control, reading in substantially the following form: "Original Art Works owned and commissioned by the City of Cedar Falls, Iowa." Nothing contained in this subparagraph shall vary the limitations placed on Artist's rights under paragraph 9(a) of this Agreement.

(d) Registration. Artist shall cause a copyright of the Art Works to be registered with United States Register of Copyrights in the name of Artist, at Artist's expense.

(e) Injunction. The parties agree that an action for money damages may be an inadequate remedy for breach by either party of the terms of this paragraph, and accordingly the parties agree that in the event of the breach by either party of its obligations under this paragraph, the other party shall be entitled to seek a temporary or permanent injunction against the other party to enjoin violations of this Agreement.

10. Delayed Payment. All payments must be received by the Artist within thirty (30) days after the City's receipt of an invoice from Artist at the times specified in this Agreement. In the event that the City fails to make payment when due, interest at a rate of five percent (5%) per annum will be assessed against the unpaid balance due, and Artist may cease work until the payments are made and current. The time schedule for completion of the work under this Agreement shall be postponed by a period equal to that of the delay in payment.

11. Warranty. Artist warrants the Art Works (excluding the foundation installed by the City) against defects in material and workmanship for a period of two (2) year(s) from date of completion of installation. Artist shall replace or repair any portion of the Art Works shown to be defective during that two (2) year period. The City agrees to promptly notify Artist upon discovery of any defect.

12. Termination. Either party may terminate this Agreement upon thirty (30) days written notice in the event that the other party fails to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating the termination. Said notice shall specify the default of the other party. However, if the breaching party corrects the default within said thirty (30) day period, this Agreement shall not be terminated. Said thirty (30) day period shall extend the time schedule for completion of the work under this Agreement, as provided in Paragraph 4 of this Agreement.

13. Dispute Resolution. Should any dispute between the parties arise that cannot be resolved, 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.

14. Miscellaneous Provisions.

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

(b) This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors and assigns.

(c) Neither party may assign its rights or obligations under this Agreement, in whole or part, without the prior written consent of the other party to the Agreement, which consent may be withheld in the sole discretion of the non-assigning party.

(d) This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior negotiations, understandings, or promises, both verbal and written. In the event of any conflict between the terms of this Agreement and any Exhibit, the terms of the Exhibit shall prevail. This Agreement may only be amended by a written instrument signed by both parties. This Agreement is subject to approval by the City Council of the City.

(e) Venue for any judicial proceedings arising from this Agreement shall be instituted in the Iowa District Court for Black Hawk County, located in Waterloo, Iowa.

(f) 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 party for any purpose whatsoever.

(g) It is specifically agreed by the parties that this Agreement is not intended to create in the public or any member of the public, any third-party beneficiary status or to authorize any person or entity not a party to this Agreement to maintain a suit or claim of any nature whatsoever.

(h) Artist certifies that Artist is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract with the City or with the State of Iowa.

15. Notices. Any notices, consents or other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given when received, or delivered by United States registered or certified mail, postage prepaid, return receipt requested, or delivered by a nationally recognized overnight delivery service, which ever first occurs. Notice is to be given to:

The City at: Cory Hurless, Cultural Programs Supervisor
Hearst Center for the Arts
304 West Seerley Boulevard
Cedar Falls, Iowa 50613

The Artist at: Beth Nybeck
3017 De Groff Way
Kansas City, MO 64108

16. Legal Compliance. Artist and City agree to comply fully with all laws, federal, state and local, applicable to this Agreement, including, but not limited to, provisions for Equal Employment Opportunity, non-discrimination, and Occupational Safety and Health. Artist agrees to comply with all ordinances, regulations and rules of the City while on City property.

In Witness Whereof, the City and the Artist have caused this Agreement to be executed as of the date first listed above.

Artist

By: B. Nybeck 5/8/24

Beth Nybeck

City of Cedar Falls, Iowa

By: _____

Daniel Laudick, Mayor

Attest: _____

Kim Kerr, MMC, City Clerk

EXHIBIT A



EXHIBIT A (Continued)

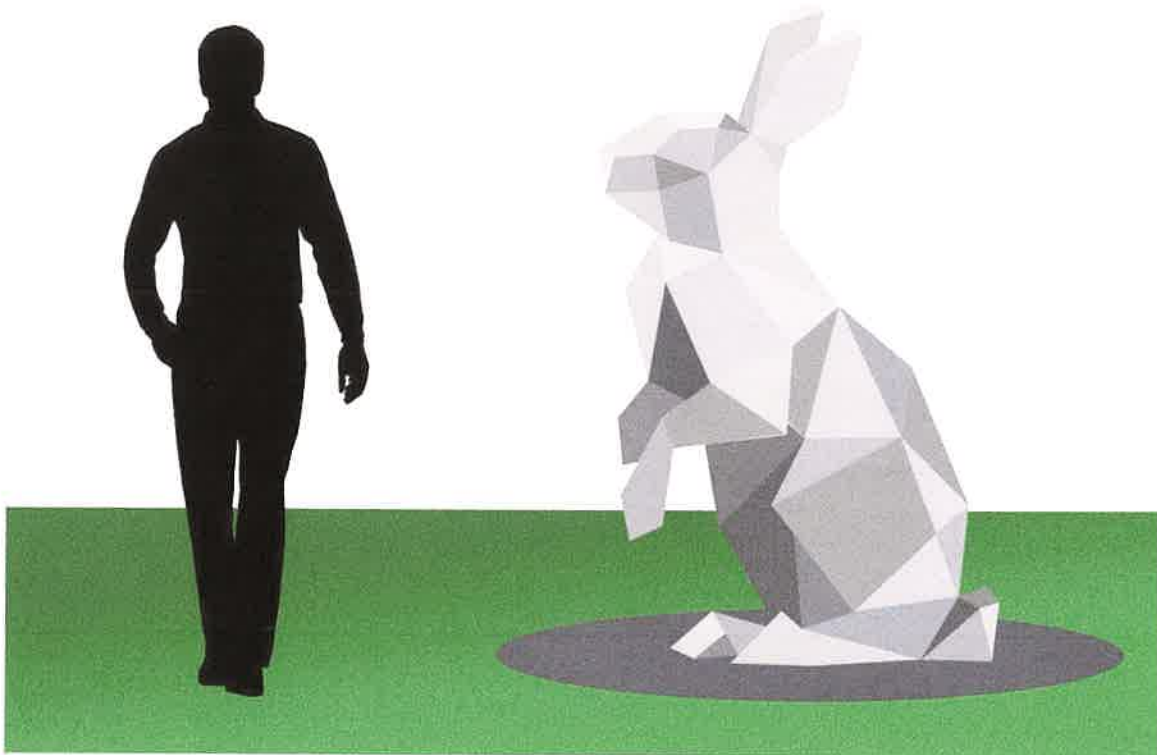


EXHIBIT B – Artwork Locations

Three artwork locations will be selected in coordination with the Artist and the City, all park locations and precise locating are subject to Park & Recreation Commission's recommendation and City Council Approval.

**EXHIBIT C – INSURANCE REQUIREMENTS
FOR GOODS & SERVICES
FOR THE CITY OF CEDAR FALLS**

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

1. All policies of insurance required hereunder shall be with an insurer authorized by law to do business in Iowa. All insurance policies shall be issued by companies satisfactory to the City and have a rating of A-, VII or better in the current A.M. Best Rating Guide.

2. The Contractor shall obtain and maintain through the term of the Agreement, insurance with the terms set forth in this Exhibit and with limits of coverage equal to or in excess of those set forth on Pages 2-3 of this Exhibit. By requiring the insurance as set forth in this Exhibit the City does not represent that coverage or limits will necessarily be adequate to protect Contractor's interests and such coverage and limits shall not be deemed a limitation on Contractor's liability under the Agreement or under the indemnity provisions of this Exhibit. The City shall have the right at any time to require liability insurance with greater coverage than that otherwise specified herein.

3. Coverage shall be written on an occurrence, not claims made form. All deviations or exclusions from the standard ISO commercial general liability form CG 001 shall be clearly identified and shall be subject to the review and approval of the City.

4. Contractor shall maintain ongoing Commercial General Liability coverage for at least 2 years following substantial completion of the work, under the Agreement, to cover liability arising from the products-completed operations hazard and liability assumed under an insured contract.

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

6. Certificate of Insurance: Contractor shall furnish a signed Certificate of Insurance, with accompanying endorsements, to the City of Cedar Falls, Iowa for the coverage required herein.

See Pages 3-4 of this Exhibit.

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

B. All Certificates of Insurance required hereunder shall include the Cancellation & Material Changes Endorsement.

7. Termination: Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Cedar Falls. Failure of the Contractor to obtain or maintain the required insurance shall be considered a material breach of the Agreement, and at City's option, shall allow City to terminate the Agreement for cause and/or purchase said insurance at Contractor's expense.

Insurance Limits

A. Commercial General Liability

The City shall be named as Additional Insured on a primary and non-contributory he policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$1,000,000
Fire Damage (any one occurrence)	\$100,000
Medical Payments	\$5,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000

Required Endorsements - sample endorsements Pages 3-4 of this Exhibit

Blanket or Scheduled Additional Insured	CG 20 10 12 19
Owners, Lessees or Contractors - Scheduled Person or Organization	or Equivalent
Additional Insured - Owners, Lessees or Contractors - Completed Operations	CG 20 37 12 19
Governmental Immunity (Nonwaiver of Government Immunity – Code of Iowa §670.4)	or Equivalent
Designated Construction Project(S) General Aggregate Limit (if applicable)	Equivalent to sample on Page 4 of this Exhibit.
	CG 25 03 05 09
	or Equivalent

B. Automobile Liability

Coverage is required for non-owned and hired vehicles if the Contractor does not own any vehicles. The City shall be named as Additional Insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Bodily Injury & Property Damage (each accident)	\$1,000,000 (CSL)
Hired & Non-Owned Autos	If required

C. Workers' Compensation and Employer's Liability

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of Cedar Falls.

Workers' Compensation	Statutory Limits
Bodily Injury Each Accident	\$500,000
Bodily Injury by Disease Policy Limit	\$500,000
Bodily Injury by Disease Each Employee	\$500,000

D. Umbrella/Excess Liability

If the umbrella/excess is not written on a follow form basis it shall have the same endorsement as required of the primary policies including but not limited to additional insured on a primary and non-contributory, and waiver of subrogation endorsement in favor of the City of Cedar Falls.

Each Occurrence	\$3,000,000
Aggregate	\$3,000,000

E. Errors & Omissions/Professional Liability

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

Each Occurrence	\$1,000,000
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ENDORSEMENTS:

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

(Waiver of Subrogation Endorsement)

To the extent permitted by law, Contractor hereby releases the City of Cedar Falls, Iowa, its elected and

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

CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

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

ADDITIONAL INSURED ENDORSEMENT

The City of Cedar Falls, Iowa, including all its elected and appointed officials, all its employees, all its boards, commissions and/or authorities and their board members, are included as Additional Insureds, including ongoing operations CG 20 10 12 19 or equivalent, and completed operations CG 20 37 12 19 or

equivalent.

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

GOVERNMENTAL IMMUNITIES ENDORSEMENT

(For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Falls, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Falls, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The City of Cedar Falls, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Falls, Iowa.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Falls, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Falls, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Cedar Falls, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) 05/ Item 33.

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 MIKE PARISI 2603 BURLINGTON ST N KANSAS CITY MO 64116	CONTACT NAME: MIKE PARISI PHONE (A/C, No, Ext): 816-221-3840 E-MAIL ADDRESS: MIKE@PARISIAGENCY.COM	FAX (A/C, No): 816-221-3841
	INSURER(S) AFFORDING COVERAGE	
INSURED BETH NYBECK 3017 DE GROFF WAY KANSAS CITY MO 64108	INSURER A: State Farm Fire and Casualty Company NAIC #: 25143	
	INSURER B: State Farm Mutual Automobile Insurance Company NAIC #: 25178	
	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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	95-AA-E353-5	09/30/2023	09/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	270-1753-D10-25D	04/10/2024	10/10/2024	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CMP 4786 ADDITIONAL INSURED - THIS ENDORSEMENT PROVIDES PRIMARY AND NON-CONTRIBUTORY COVERAGE

CERTIFICATE HOLDER**CANCELLATION**

CITY OF CEDAR FALLS CITY HALL 220 CLAY ST CEDAR FALLS IA 50513	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 Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.
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DEPARTMENT OF COMMUNITY DEVELOPMENT

PLANNING & COMMUNITY SERVICES
 220 CLAY STREET
 PH: 319-273-8606
 FAX: 319-273-8610

INSPECTION SERVICES
 220 CLAY STREET
 PH: 319-268-5161
 FAX: 319-268-5197

RECREATION & COMMUNITY PROGRAMS
 110 E. 13TH STREET
 PH: 319-273-8636
 FAX: 319-273-8656

**VISITORS & TOURISM/
 CULTURAL PROGRAMS**
 6510 HUDSON ROAD
 PH: 319-268-4266
 FAX: 319-277-9707

MEMORANDUM

TO: Honorable Mayor Daniel Laudick & City Council
FROM: Melissa Denning, Community Services Supervisor
DATE: June 3, 2024
SUBJECT: Housing Choice Voucher (Section 8) Wait List Preference Change

The intent of the federal Housing Choice Voucher Program is to provide rental assistance to persons who fall below certain income levels as established by HUD, so they can find decent, safe housing within any city in the country. Local housing authorities receive federal funds to administer this program and are allowed to establish preferences for their waiting list for the applicants who apply. Many, if not most, preference the elderly, the disabled, or families with dependents who live or work in the local area. Cedar Falls currently gives top preference to elderly and/or disabled persons regardless of where they live; and to families with dependent children who live or work in Cedar Falls.

Within the past couple of years, there has been an increase in the number of HCV applicants who do not currently live in Cedar Falls. Contributing factors to this increase include the Cedar Falls Housing Choice Voucher Program having a shorter waitlist than many cities and because applicants can now apply on-line. Staff have had many inquiries into the length of time for the waitlist and how the voucher can be utilized, with many elderly or disabled applicants who are not local stating that they intend to leave the area once the twelve-month residency requirement is met. If a voucher holder moves out of Cedar Falls after the one-year residency requirement is satisfied, they are allowed to take the voucher with them. If the receiving city's program does not have the funding to absorb the cost, they can continue to invoice the cost to Cedar Falls. Cedar Falls has several cases where we continue to make rental payments for people who live in other cities where rental costs are much higher than in Cedar Falls. This reduces the amount of funding we have available for applicants who intend to live and work in Cedar Falls more permanently.

To ensure that local residents are getting to the top of the waiting list more quickly, the Housing Commission recommends adjusting our preferences as follows:

Preference 1:

- Elderly and/or disabled applicants who live in Cedar Falls; and
- Families with dependent children (under 18) who live or work in Cedar Falls.

Preference 2:

- Elderly and/or disabled applicants who reside in Iowa; and
- Families with dependent children (under 18) who reside in Iowa.

Preference 3:

- Elderly and/or disabled applicants who reside outside of Iowa; and
- Families with dependent children (under 18) who reside outside of Iowa.

Preference 4:

- Persons who are single and do not meet any of the other classifications.

This change would still prioritize the most vulnerable of applicants on the waitlist- the elderly, the disabled, and families with dependent children, but give preference to those living or working locally. Staff has confirmed this approach with HUD. Provided protected classes of persons are not disadvantaged by the preferences established by a local housing authority, it meets federal requirements.

The Housing Commission recommends approval of the proposed changes to the waiting list preferences, as described above.



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: The Honorable Mayor Daniel Laudick and City Council
FROM: Thomas Weintraut, AICP, Planning III
DATE: June 3, 2024
SUBJECT: MU District Master Plan Amendment: Western Home Communities (MP24-003)

REQUEST: To amend the Western Homes Communities portion of the MU District Master Plan for Pinnacle Prairie
PETITIONER: Western Home Communities
LOCATION: The west and east sides of Caraway Lane between Shooting Star Way and Savory Lane.

PROPOSAL

Western Homes Communities is requesting to amend the 2022 Pinnacle Prairie Master Plan to reflect the following:

- Three two-unit dwellings (villas) on a lot that was previously designated for the multi-unit “Restorative Cottage” buildings.” The proposed units are the same style as the other villas that have been constructed in several previous additions and the ones approved in 2022 that are currently under construction along Wild Rye Way.
- An expanded parking lot north of Jorgensen Plaza instead of an additional multi-unit building.
- Update to the plan to reflect the two–unit dwellings that were constructed on Lots 1 – 18 of the Ninth Addition Final Plat. The subdivision was approved in 2019; however, the Master Plan was not updated to reflect that development when the subdivision was approved.
- An expanded private park area located northeast of Jorgensen Plaza as shown on the Western Home Communities Seventh Addition Final Plat. Staff notes that the private park is about 1.5 acres instead of the 0.8 acres indicated on the plan.

BACKGROUND

The subject properties are zoned MU Mixed Use Residential District which allows a wide range of residential uses as well as “neighborhood commercial” uses according to an approved master plan.

In 2004, a Master Plan for Pinnacle Prairie was approved for approximately 620 acres. The subject property is in an area originally designated as a commercial core with a mixture of uses, including residential on upper floors. See image on right.

In 2015 the Master Plan was amended to show this area as Western Home Communities which showed an area as lots that would later provide the core for the two-unit dwellings called “villas” that have become popular with the community. See image below.



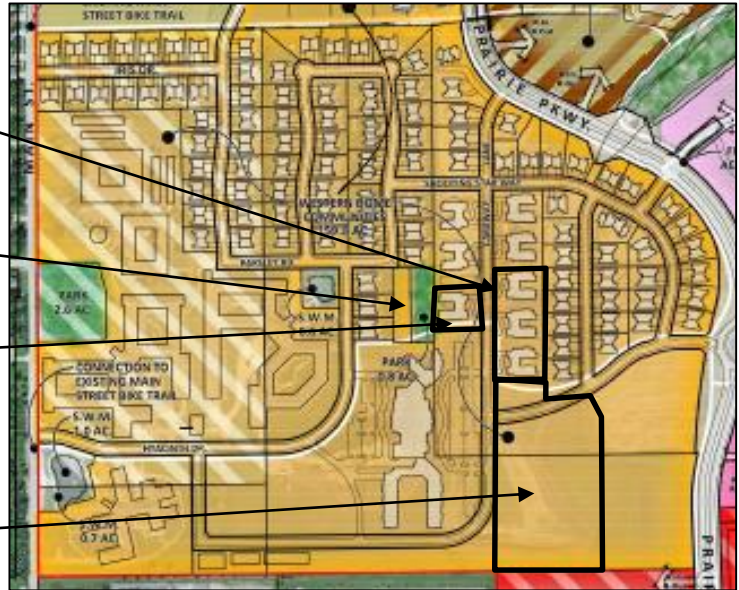
In 2022, the Master Plan area for Western Home Communities was again amended to allow a portion of the Pinnacle Prairie Business Center North along Wild Rye Way to be used for Western Homes villas. At that time, the Master Plan showed eight (8) “Restorative Cottages” and the locations of additional villas along the west side of Prairie Parkway; however, the Plan did not reflect Western Home Communities Ninth Addition, or the footprints of the villas that were constructed with the approval of the subdivision. See image below.

Restorative Cottages

Park

Parking Lot Expansion

Villas – Constructed in 2019

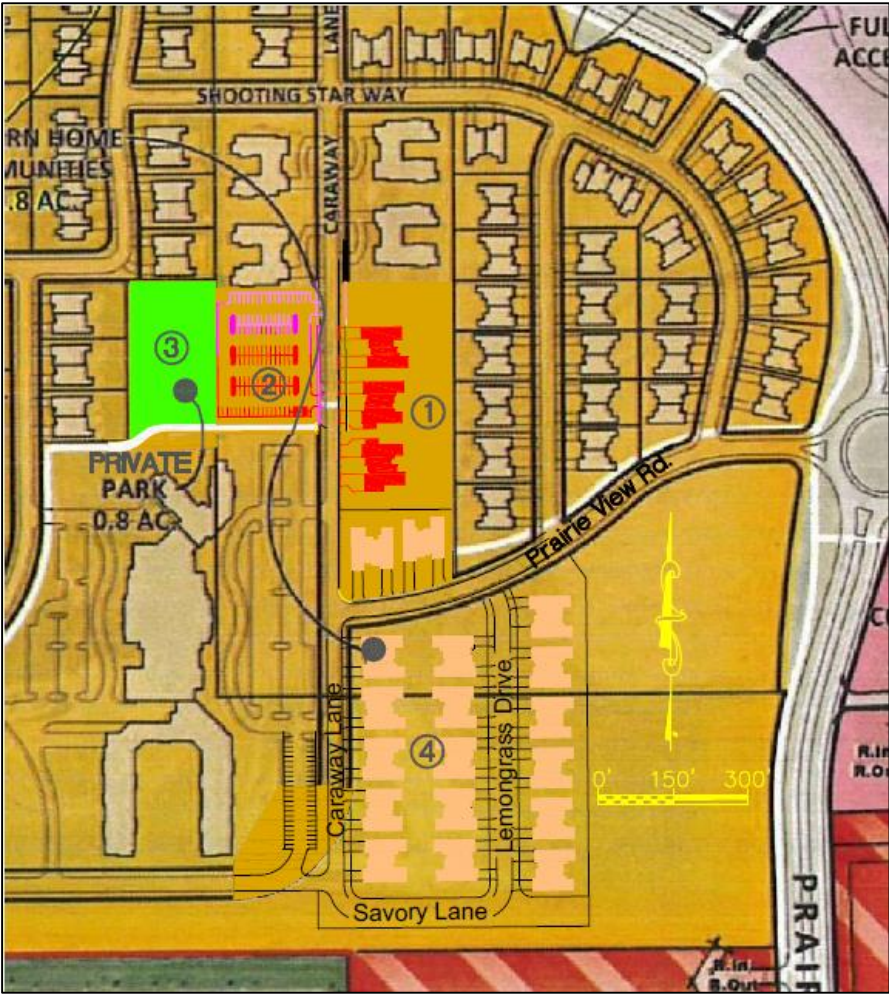


ANALYSIS

The Western Home Communities section of the Master Plan has evolved over the past 25 years. The Master Plan shows an area along the west side of S. Main Street where Western Home Communities had started the construction of their campus before the master plan was developed. When the Pinnacle Prairie Master Plan was created in 2004, it contained an area shown for Western Home Communities. This area was expanded again with the 2015 and 2022 updates.

This amendment involves a change in housing type (See number 1 in image below) and a request to add additional parking to support the commercial area and park space near Jorgensen Plaza (number 2 below). The demand for the housing types has evolved and there is a greater demand for the two-unit villas, as seen with the Ninth Addition and Tenth Additions, and less demand for the larger multi-unit “Restorative Cottage” housing.

The other two amendments reflect the private park area that is intended to serve the Western Home Communities (see 3 below) and the existing development pattern established by the Ninth Addition Subdivision (see 4 below).



Amendment to the Pinnacle Prairie Master Plan

In a larger MU District, such as Pinnacle Prairie, which encompasses more than 600 acres, it is expected that the build out would take years, with portions of the master planned area to be sold to other developers, such as Western Home Communities, who would prepare detailed site plans for their portion of the development. In this instance, Western Home has been developing this area for over 20 years and the market interest has been evolving. Again, as noted, the two-unit villas have become more popular in the past ten years and this requested change will essentially complete the buildout of this area.

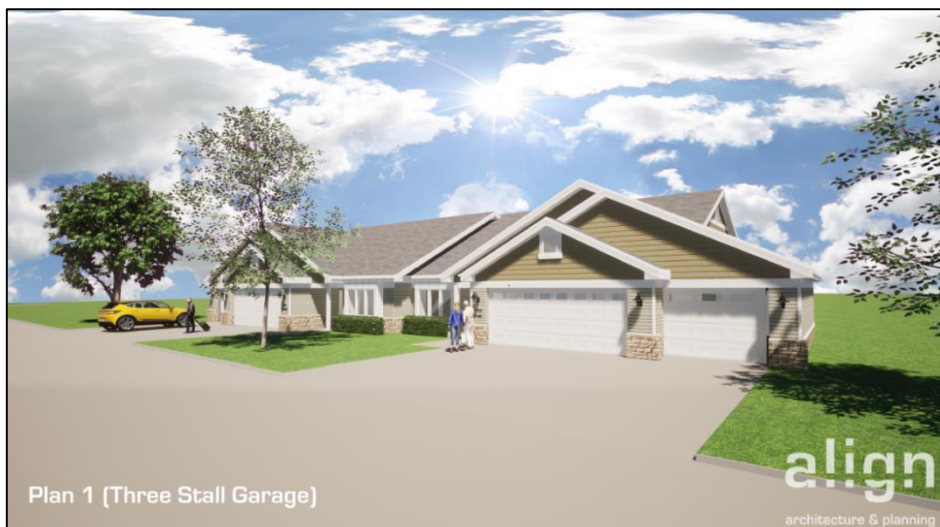
Western Home Communities is proposing to use the same layout and design for the proposed villas that has been used for the villas in the 9th and 10th Additions.

The proposal shows the addition of three (3) two-unit dwellings adjacent to an area with the same style of housing, so the buildings will be consistent with the residential areas. As with their other residential areas, Western Home Communities plan to retain ownership of the land. The dwellings will have driveway access to Caraway Lane, which has already been constructed. The building site will include sidewalks along Caraway Lane and will have access to the Western Home Trail across the street to provide options for walking and biking for area residents.

The proposed amendment to expand the parking area located adjacent to the commercial area and the park will help to further support the businesses in that area and serve residents and visitors.

The other two amendments will update the Master Plan to reflect the housing that has been constructed in Western Home Communities Ninth Addition and address the intent of the park being a private amenity to the Western Home Communities.

The applicant has provided renderings of the proposed dwellings (see below). There are two models proposed, a plan with an extended garage below and a plan with a three-car garage. These are the same designs used in other areas of the development. A photo of an existing home is shown on the next page.





TECHNICAL COMMENTS

The acreage of the private park area shown on the master plan should be amended to state “1.5 acres” instead of 0.8 acres.

RECOMMENDATION

Planning and Zoning Commission recommended approval of MP24-003, an amended MU District Master Plan for the Western Home Communities portion of Pinnacle Prairie at their regular meeting on May 22, 2024, with a vote of 7 Ayes and 0 nays.

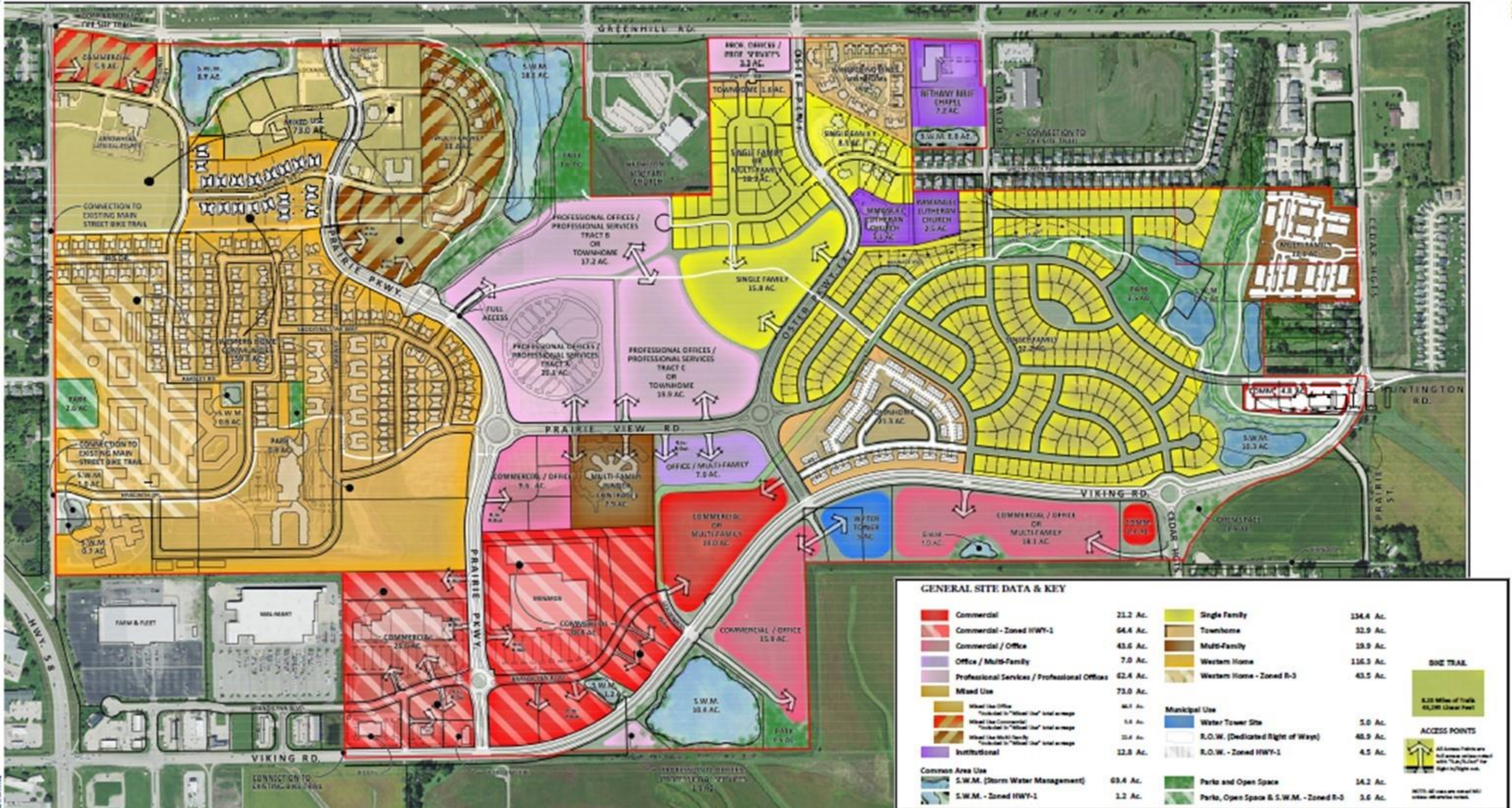
PLANNING & ZONING COMMISSION

<p>Introduction 5/22/2024 Discussion & Vote</p>	<p>Chair Hartley introduced the item and Mr. Weintraut provided background information. He explained that the amendment pertains to the current Western Homes portion of the Pinnacle Prairie Master Plan development. There is a request to change an area that had previously been for multi-unit dwellings to twin homes “villas”, and to expand a parking lot in that area. They also would like to update the Master Plan to indicate that the park should be considered private and to acknowledge the additional two-units dwelling constructed in the Western Home Communities Ninth Addition. Mr. Weintraut displayed renderings of the areas with the proposed changes and explained the proposal further. Staff recommends that the amendment be approved.</p>
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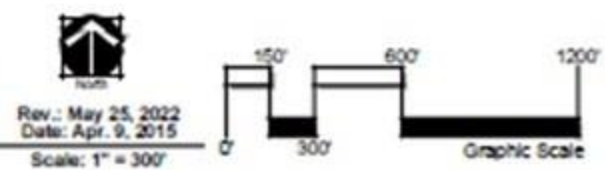
Stalnaker asked for clarification on the park and if it was always intended to be private. Weintraut stated that it was. Henderson asked about prior amendments and Weintraut briefly discussed those.

Hartley made a motion to approve the item. Alberhasky seconded the motion. The motion was approved unanimously with 7 ayes (Alberhasky, Hartley, Henderson, Johnson, Moser, Sorensen and Stalnaker), and 0 nays.

Attachments: 2022 Pinnacle Prairie Master Plan
Applicant’s letter requesting amendment to the Master Plan



2022 MASTER PLAN



Prepared For:
Oster Partners

Prepared By:
sda
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE

120 S. Main Street
Cedar Falls, IA 50613
P: 530-551-2333
F: 530-551-3639
schoppe@sda.net

The proposed changes to the Master Plan include the following:

1. Remove 2 of the previously proposed “Restorative Cottages” on the East side of Caraway and replace these with 3 new duplex Villas. The proposed Villas are the same size and construction as Villas presently being constructed on Wild Rye. We are attaching a PDF of the proposed Western Home Communities Condominiums Plat No. 3, which shows the proposed layout of these 3 new Villas. Market changes resulting in a lesser need for the “Restorative Cottages” and a greater need for the single family duplexes are driving this change.
2. Expand the existing parking lot between Deery Suites and the Restorative Cottage to the north. A need for additional parking is driving this change.
3. Change the label of the existing park immediately north of Deery Suites to “Private Park”. This is and always has been a private park exclusively for Western Home Communities (WHC) residents and not a public park. This change is being made for clarity and is not a change in usage.
4. Add the public streets and Villas to the area south of Prairie View Road and east of Caraway. This subdivision (Western Home Communities 9th) was constructed in 2019-2020 and the Villas were constructed shortly thereafter. It was erroneously omitted from the May 25, 2022 Updated Master Plan. This change is being made for clarity, as the subdivision was approved by the City and constructed prior to the May 25, 2022 Update and should have been included in the previous update.

Thanks.

Bill
William J. Claassen, P.E., President
Wayne Claassen Engineering and Surveying, Inc.
2705 University Avenue
PO Box 898
Waterloo, Iowa 50704
319-235-6294

RESOLUTION NO. _____

**RESOLUTION AMENDING THE WESTERN HOME COMMUNITIES
PORTION OF THE MU DISTRICT MASTER PLAN FOR PINNACLE
PRAIRIE**

WHEREAS, the MU District Master Plan for Pinnacle Prairie was last amended in June 2022 to allow an expansion of Western Home Communities.

WHEREAS, Western Home Communities now requests another amendment to the Western Home Communities portion of Pinnacle Prairie Master Plan to change housing types in certain areas, to designate a larger private park area, and to designate a certain area for a parking lot; and

WHEREAS, the Planning and Zoning Commission finds that the proposed changes to the master plan are reasonable and beneficial as a response to changes in housing market preferences for two-unit dwellings; a need for a larger private park area to serve the residents and for a larger community parking area; and to acknowledge additional two-unit dwellings on Lots 1 through 18 of Western Home Communities Ninth Addition; and therefore recommends approval of the proposed changes to the MU District Master Plan for Pinnacle Prairie as proposed by Western Home Communities; and

WHEREAS, the City Council finds that it is in the best interests of the community to amend the aforementioned MU District Master Plan as recommended by the Planning and Zoning Commission;

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the Western Home Communities portion of the MU District Master Plan for Pinnacle Prairie is hereby amended as illustrated on Exhibits A and B, attached hereto.

ADOPTED this 3rd day of June 2024.

Daniel Laudick, Mayor

ATTEST:

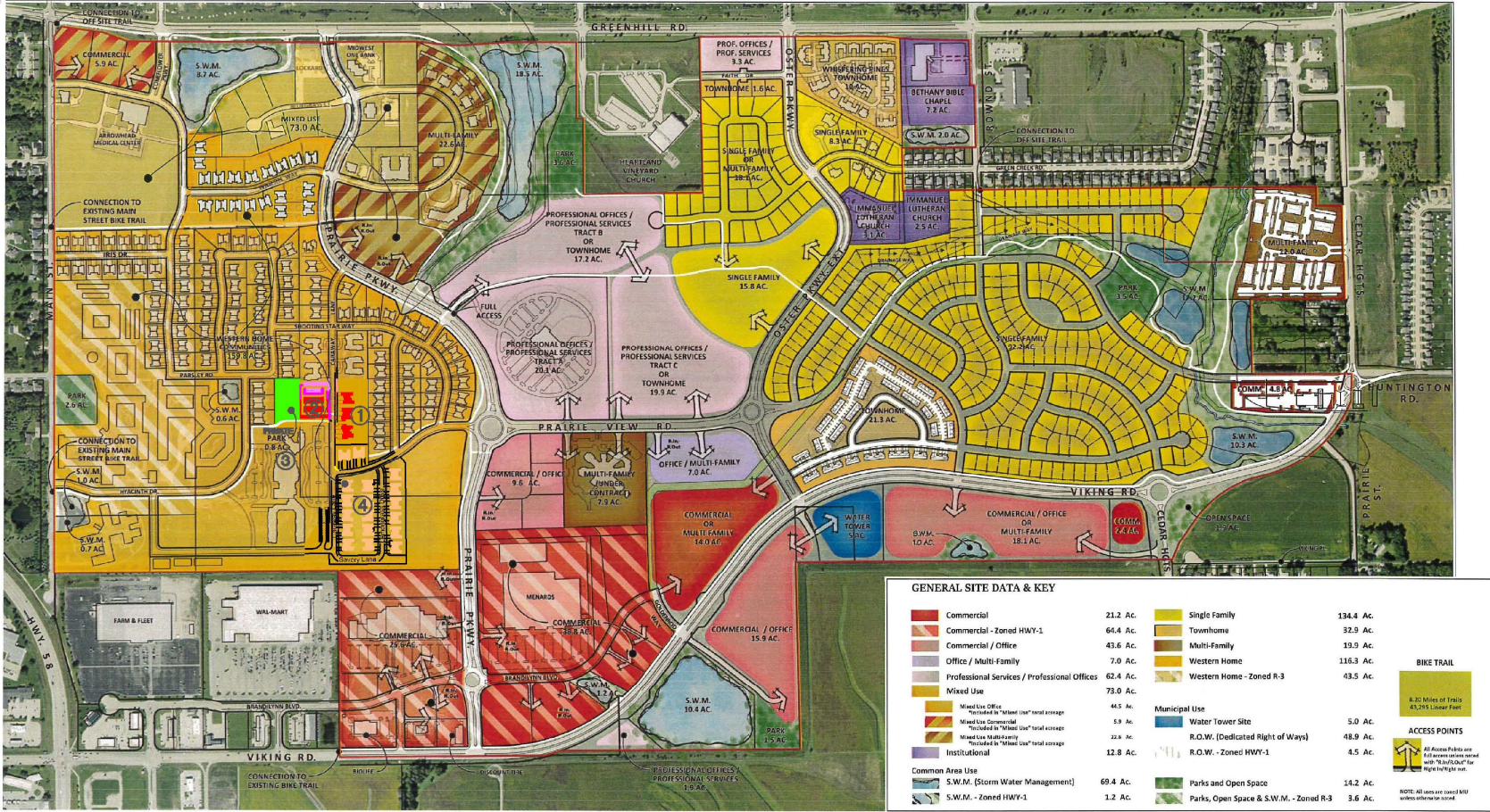
Kim Kerr, CMC, City Clerk



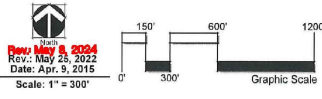
Exhibit A

Cedar Falls, Iowa

301001_MPP16_rev5.3.22



	Commercial	21.2 Ac.		Single Family	134.4 Ac.
	Commercial - Zoned HWY-1	64.4 Ac.		Townhome	32.9 Ac.
	Commercial / Office	43.6 Ac.		Multi-Family	19.9 Ac.
	Office / Multi-Family	7.0 Ac.		Western Home	116.3 Ac.
	Professional Services / Professional Offices	62.4 Ac.		Western Home - Zoned R-3	43.5 Ac.
	Mixed Use	73.0 Ac.		Municipal Use	
	Mixed Use Office *Included in "Mixed Use" total acreage	44.5 Ac.		Water Tower Site	5.0 Ac.
	Mixed Use Commercial *Included in "Mixed Use" total acreage	5.9 Ac.		R.O.W. (Dedicated Right of Ways)	48.9 Ac.
	Mixed Use Multi-Family *Included in "Mixed Use" total acreage	22.8 Ac.		R.O.W. - Zoned HWY-1	4.5 Ac.
	Institutional	12.8 Ac.		Parks and Open Space	14.2 Ac.
	Common Area Use			Parks, Open Space & S.W.M. - Zoned R-3	3.6 Ac.
	S.W.M. (Storm Water Management)	69.4 Ac.			
	S.W.M. - Zoned HWY-1	1.2 Ac.			



UPDATED MASTER PLAN

Prepared For:
Oster Partners

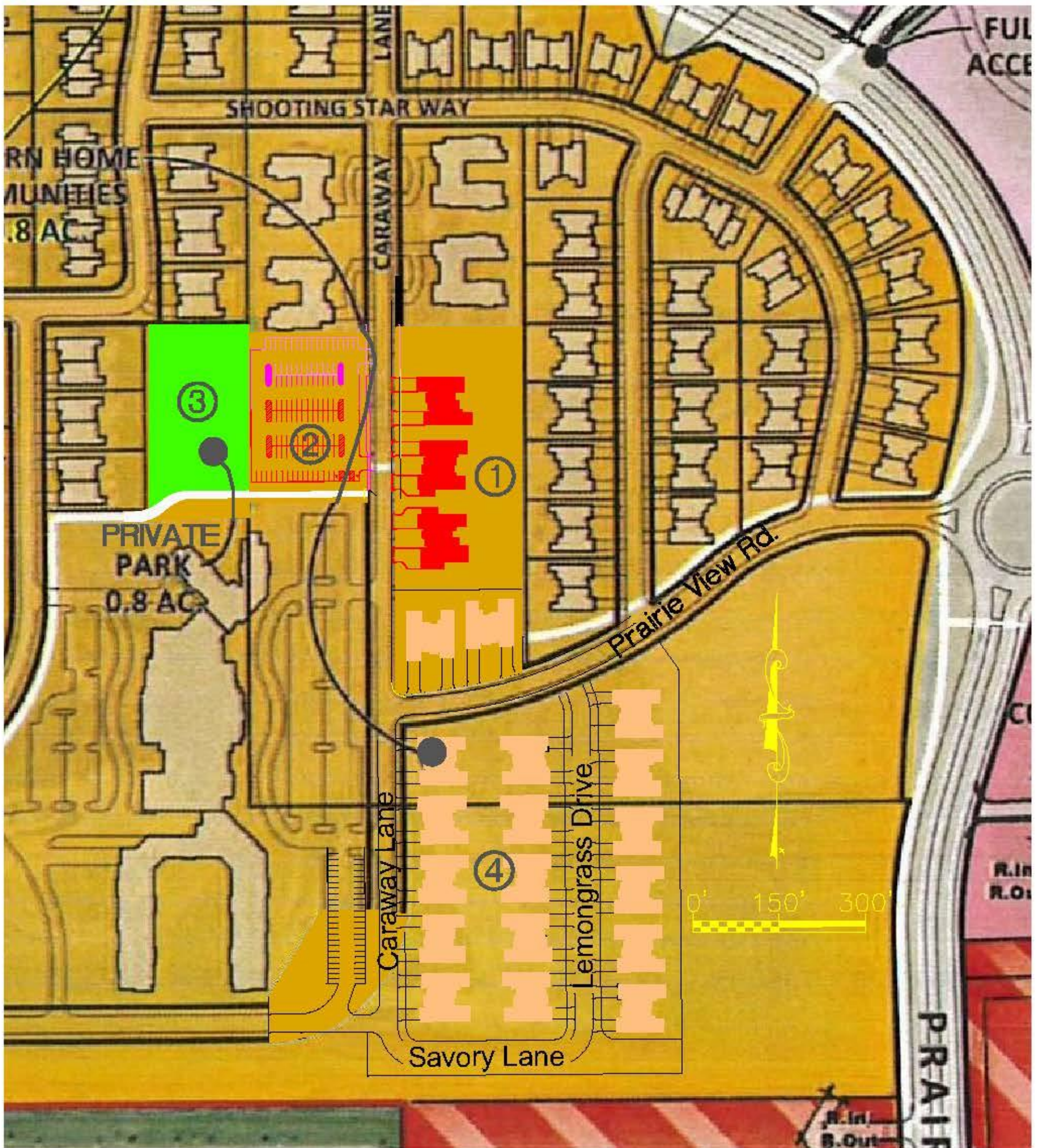
Prepared By:
sda
Schoppe Design Associates, Inc.
LAND PLANNING & LANDSCAPE ARCHITECTURE
126 S. Main Street
Cedar Falls, IA 50613
P: 651-531-3355
F: 651-531-3879
schoppe@design.net

This May 8, 2024 Revision prepared by Wayne Claassen Engineering and Surveying, Inc., Waterloo, Iowa, for the property owner, Western Home Independent Living Services, Inc., includes the following proposed changes to the previously approved, May 25, 2022 Pinnacle Prairie Updated Master Plan, Inc. :

- ① REMOVE 2 PLANNED FUTURE RESTORATIVE SUITES COTTAGES AND REPLACE WITH 3 DUPLEX VILLAS
- ② INCREASE PARKING LOT BY APPROXIMATELY 60 STALLS
- ③ CHANGE LABEL OF THIS FROM PARK TO PRIVATE PARK
- ④ THIS AREA WAS DEVELOPED AS WESTERN HOME COMMUNITIES 9th ADDITION IN 2019-2020, PRIOR TO THE PREVIOUS REVISION OF MAY 25, 2022, AND SHOULD HAVE BEEN INCLUDED IN THAT REVISION.

SHEET
1/2

Exhibit B



This May 8, 2024 Revision prepared by Wayne Claassen Engineering and Surveying, Inc., Waterloo, Iowa, for the property owner, Western Home Independent Living Services, Inc., includes the following proposed changes to the previously approved, May 25, 2022 Pinnacle Prairie Updated Master Plan, Inc. :

SHEET
2/2

- ① REMOVE 2 PLANNED FUTURE RESTORATIVE SUITES COTTAGES AND REPLACE WITH 3 DUPLEX VILLAS
- ② INCREASE PARKING LOT BY APPROXIMATELY 60 STALLS
- ③ CHANGE LABEL OF THIS FROM PARK TO PRIVATE PARK
- ④ THIS AREA WAS DEVELOPED AS WESTERN HOME COMMUNITIES 9th ADDITION IN 2019-2020, PRIOR TO THE PREVIOUS REVISION OF MAY 25, 2022, AND SHOULD HAVE BEEN INCLUDED IN THAT REVISION.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

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

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

TO: Honorable Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: May 21, 2024
SUBJECT: Equipment Purchase

Proposals were received from select vendors for procurement of a service truck that will be used in the Water Reclamation Division for servicing equipment at the main plant, lift stations, and overall general maintenance related to wastewater operations.

The following is a summation of the quotes received for the service truck.

Maintainer Corp. of Iowa	\$249,672.00
Star Equipment LTD.	\$267,806.70
Hawkeye Truck Equipment	\$273,398.00

The low proposal from Maintainer Corp. of Iowa did not meet the City's specifications. The second lowest quote from Star Equipment LTD., was in order and met all City requirements.

This equipment is scheduled for purchase in FY25 in the amount of \$225,000.00 as outlined in the Vehicle Replacement Program. This purchase, including the overage of \$42,806.70 will be funded from the Sewer Rental Fund and be procured sometime after July if approved.

Therefore, the Public Works Department is requesting City Council to accept and the responsible quote and approve the purchase of the service truck from Star Equipment in the amount of \$267,806.70.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director


DEPARTMENT OF PUBLIC WORKS

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: June 3, 2024

SUBJECT: 2024 Seal Coat
 City Project Number: SC-000-3339
 Bid Opening

On Friday, May 24, 2024 at 2:00 p.m. bids were received and opened for the 2024 Seal Coat Project. A total of one (1) bid was received, with *Blacktop Services Co.* the low bidder:

	<i>Base Bid</i>
Engineering Estimate	\$235,266.90
Blacktop Services Co.	\$201,099.00

The Engineer's Estimate for this project was \$235,266.90. *Blacktop Services* of Humboldt, Iowa submitted the low bid in the amount of \$201,099.00. Attached is a bid tabulation for your reference.

The Engineering Division of the Public Works Department recommends acceptance of the lowest bid from *Blacktop Services Co.* in the amount of \$201,099.00. On June 17, 2024, the Contract, Bonds, and Insurance Certificate will be submitted for City Council approval.

Xc: Chase Schrage, Public Works Director
 David Wicke, P.E., City Engineer

<p align="center">Seal Coat - 2024 Project (#9092850)</p> <p align="center">Owner: Cedar Falls IA, City of</p> <p align="center">05/24/2024 02:00 PM CDT</p>							
Line Item	Item Description	UofM	Quantity	Engineer Estimate		Blacktop Service Co	
				Unit Price	Extension	Unit Price	Extension
1	Surface Preparation	SY	35900	\$0.57	\$20,463.00	\$0.57	\$20,463.00
2	Seal Coat	SY	46400	\$3.39	\$157,296.00	\$3.29	\$152,656.00
3	Pavement Markings, Painted	STA	11.8	\$900.00	\$10,620.00	\$100.00	\$1,180.00
4	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
5	Traffic Control	LS	1	\$5,500.00	\$5,500.00	\$6,800.00	\$6,800.00
Base Bid Total:					\$213,879.00		\$201,099.00

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Brett Armstrong, EI, Civil Engineer II

DATE: June 3rd, 2024

SUBJECT: 2024 Alley Reconstruction Project
Project No. RC-000-3335
Contract Documents

Submitted within for City Council approval is the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with Boulder Contracting, LLC for the 2024 Alley Reconstruction Project.

This project involves the reconstruction of five (5) alleys, three (3) of which are concrete and two (2) of which are permeable alleys. Work shall include a combination of excavation and backfill of the alley areas; removal and replacement of driveway and sidewalk and of PCC curb and gutter; subdrain installation; placement of storage and filter aggregate; installation of permeable interlocking clay brick pavers, seeding, and concrete, asphalt, or gravel driveway replacement.

The Engineering Division of the Public Works Department recommends approving and executing the contract with Boulder Contracting, LLC for the 2024 Alley Reconstruction Project.

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

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this _____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Luke Kjormoe of Boulder Contracting, LLC, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2024 ALLEY RECONSTRUCTION PROJECT, Project No. RC-000-3335 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 15TH day of April, 2024, and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. RC-000-3335 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution ordering construction of the improvement
- b. Plans
- c. Notice of Public Hearing on Plans and Specifications
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Supplemental Conditions
- g. General Conditions
- h. Project Specifications
- i. Form of Proposal
- j. Performance, Payment, and Maintenance Bond
- k. Form of Contract
- l. Non-collusion Affidavit of Prime Bidder
- m. Bidder Status Form

In Witness whereof, this Contract has been executed in quadruplicate on the date first herein written.


Contractor BONLOBER CONTRACTING, LLC

CITY OF CEDAR FALLS, IOWA

By _____
Daniel Laudick, Mayor

Attest: Kim Kerr, MMC City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. 402197G

KNOW ALL BY THESE PRESENTS:

That we, Boulder Contracting, LLC, as Principal (hereinafter the "Contractor" or "Principal" and Westfield Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Three Hundred Ninety Thousand Nine Hundred Eighty & 25/100 (\$ 390,980.25), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2024, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**2024 Alley Reconstruction Project
Paving / Pavers / Storm Sewer
Project RC-000-3335**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. RC-000-3335

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

N/A
Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

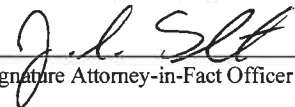
PRINCIPAL:

Boulder Contracting, LLC
Contractor

By: 
Signature
Owner
Title

SURETY:

Westfield Insurance Company
Surety Company

By: 
Signature Attorney-in-Fact Officer

Joseph I. Schmit, Attorney-in-Fact
Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC
Company Name

4200 University Ave., Ste. 200
Company Address

West Des Moines, Iowa 50266
City, State, Zip Code

(515) 244-0166
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint JOSEPH I. SCHMIT, JEFFREY R. BAKER, GREG T. LAMAIR, E. A. VONHARZ, BRANDON HORNBACH, JOINTLY OR SEVERALLY

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 20th day of JUNE A.D., 2022.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 20th day of JUNE A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D.,



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2024

Item 38.

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

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

PRODUCER Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids IA 52401	CONTACT NAME: Kelli DeVries		FAX (A/C, No):	
	PHONE (A/C, No, Ext): 319-896-7661			
INSURED Boulder Contracting, LLC 606 E. 1st St. Grundy Center, IA 50638	BOU/CON/PC	E-MAIL ADDRESS: kdevries@holmesmurphy.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Travelers Property Casualty Co. America		25674
		INSURER B: Travelers Indemnity Co of CT		25682
		INSURER C: Phoenix Insurance Company		25623
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1993110621

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		4TCO3W380051PHX24	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		8103W343276242SG	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		CUP1S91457924NF	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	UB3W380561242SG	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Project Reference: RC-000-3335 24 Alley Reconstruction Project
 Excluded Officers: Luke Kjormoe, Kittie Kjormoe, Kimberly Lynch, & Justin Lynch

City of Cedar Falls, Iowa is an additional insured on the general liability and auto liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The general liability, Auto Liability, and Workers Compensation includes a Waiver of Subrogation as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED PO**

City of Cedar Falls Department of Public Works 220 Clay Street Cedar Falls IA 50613 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kari Coolidge</i>
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ACORD 25 (2016/03)

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UPDATED BY ADDENDUM #2

FORM OF PROPOSAL 2024 ALLEY RECONSTRUCTION PROJECT NO. RC-000-3335 CITY OF CEDAR FALLS, IOWA

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that Boulder Contracting, LLC. have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2024 ALLEY RECONSTRUCTION PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations, and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2 yrs.) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	ITEM CODE	DESCRIPTION	UNIT	QUANTITY
1	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	70
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	632
3	2010-108-I-0	SUBBASE, MODIFIED, 6 IN.	S.Y.	1770
4	4020-108-A-1	STORM SEWER, TRENCHED, 18 IN. HDPE	L.F.	155
5	4020-108-A-1	STORM SEWER, TRENCHED, 24 IN. HDPE	L.F.	291
6	4020-108-A-1	STORM SEWER, TRENCHED, 30 IN. HDPE	L.F.	42
7	4020-211	SPECIAL PIPE CONNECTIONS, SW-211	EACH	4
8	4020-108-D-1	REMOVAL STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	L.F.	571
9	4040-108-A-0	SUBDRAIN, PERFORATED, 6 IN.	L.F.	592
10	4040-108-C-1	SUBDRAIN CLEANOUT, TYPE A-1, 6"	EACH	4
11	4040-108-D-0	SUMP PUMP TAP	EACH	2
12	5020-108-E-0	VALVE BOX ADJUSTMENT	EACH	1
13	6010-108-B-0	INTAKE, SINGLE FLAT	EACH	4
14	6010-108-B-0	INTAKE, DOUBLE FLAT	EACH	1
15	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	4
16	7010-108-A-0	PAVEMENT, STAND. OR SLIP-FORM, P.C.C., 6 IN., CLASS "C"	S.Y.	2073
17	7010-108-E-0	CURB, PCC 7 IN. 2.5 FT. WIDTH, TYPE "C" CLASS III	L.F.	212
18	7030-108-A-0	REMOVAL OF DRIVEWAY	S.Y.	255
19	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	87
20	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	87
21	7030-108-H-0	DRIVEWAY, P.C.C., 6 IN., CLASS "C"	S.Y.	255
22	7030-108-H-2	GRANULAR SURFACING, 1-INCH ROADSTONE	S.Y.	31
23	7040-108-A-0	PATCH, 7" P.C.C., FULL DEPTH, "M" MIX	S.Y.	44

UPDATED BY ADDENDUM #2

24	7040-108-C-0	PATCH, PARTIAL DEPTH, HMA (ST) SURFACE, 1/2", PG58-28S	TONS	7
25	7040-108-H-0	PAVEMENT REMOVAL	S.Y.	1232
26	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	212
27	7080-10-8-B-0	ENGINEERING FABRIC	S.Y.	600
28	7080-108-D-0	STORAGE AGGREGATE	S.Y.	600
29	7080-108-E-0	FILTER AGGREGATE	S.Y.	600
30	7080-108-F-0	PERMEABLE INTERLOCKING PAVERS, CLAY BRICK	S.Y.	250
31	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	1
32	9020-108-A-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	3712
33	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	100
34	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	100
35	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	5
36	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	5
37	11020-108-A-0	MOBILIZATION	L.S.	1
38	11050-108-A-0	CONCRETE WASHOUT	LS	1

TOTAL CONSTRUCTION BASE BID: \$ 390,980.25

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one Bidder. Bids shall be submitted for all of the items (Items 1-34). The successful Bidder will be determined by evaluating the sum of correct unit price extensions. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced or conditional bids. The Owner further reserves the right to reject the bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive. The Owner may also reject the bid of any Bidder if the Owner believes that it would not be in the best interest of the project to make an award to that Bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within forty-five (45) calendar days after the bid opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required Bond within ten (10) calendar days after the Contract is presented to Bidder for signature, and start work within ten (10) calendar days after the date as set forth in the written Notice to Proceed.

UPDATED BY ADDENDUM #2

Bid Security in the sum of (10% of the construction base bid) in the form of (a bid bond utilizing the City of Cedar Fall's standard form), is submitted herewith in accordance with the Instructions to Bidders.

The Bidder is prepared to submit a financial and experience statement upon request.

The Bidder has received the following Addendum or Addenda:

Addendum No.	<u>1</u>	Date	<u>5/9/24</u>
Addendum No.	<u>2</u>	Date	<u>5/9/24</u>

The Bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.C.A., Section 1001.

Name of bidder

BOULDER CONTRACTING, LLC.

P.O. Box 310 606 E. 1ST. ST. GRUNDY CENTER, IA
Official Address 50638

DAVID CHASAROUKIS 

By P.M. / ESTIMATOR
Title

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Brett Armstrong, EI, Civil Engineer II

DATE: June 3rd, 2024

SUBJECT: 2024 Sidewalk Assessment Project – Zone 6
City Project Number: SW-000-3324
Contract Documents

Submitted within for City Council approval is the Form of Contract; the Performance, Payment, and Maintenance Bonds; Certificates of Insurance; and Form of Proposal with JQ Construction LLC for the construction of the 2024 Sidewalk Assessment Project.

This project involves the replacement of deficient sidewalk adjacent to various properties. Once the replacement has been completed, the Engineering Division will submit a bill to the City Clerk. The City Clerk will then send notice of bill in the mail to the adjacent property owner. The adjacent property owner will have 30 days to pay the bill without interest or penalty. If the adjacent property owner fails to pay the bill in 30 days, the cost of replacement will be applied to the property owners' property taxes.

The Engineering Division of the Public Works Department

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

xc: Chase Schrage, Director of Public Works
David Wicke, P.E., City Engineer

FORM OF CONTRACT

This Contract entered into in quadruplicate at Cedar Falls, Iowa, this ____ day of _____, 2024, by and between the City of Cedar Falls, Iowa, hereinafter called the Owner, and Justin Quint of JQ Construction LLC, hereinafter called the Contractor.

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials and equipment and construct the public improvement consisting of: 2024 SIDEWALK ASSESSMENT PROJECT, Project No. SW-000-3324 all in the City of Cedar Falls, Iowa, ordered to be constructed by the City Council of the City of Cedar Falls, Iowa, by Resolution duly passed on the 15th day of April, 2024 and shown and described in the Plans and Specifications therefore now on file with the City Clerk of said City.

Said improvement shall be constructed strictly in accordance with said Plans and Specifications.

The following parts of the Plans and Specifications for said Project No. SW-000-3324 attached hereto shall be made a part of this contract as fully as though set out herein verbatim:

- a. Resolution of Necessity
- b. Resolution ordering construction of the improvement
- c. Plans
- d. Notice of Public Hearing on Plans and Specifications
- e. Notice to Bidders
- f. Instructions to Bidders
- g. Supplemental Conditions
- h. General Conditions
- i. Project Specifications
- j. Form of Proposal
- k. Performance Bond
- l. Maintenance Bond
- m. Form of Contract
- n. Non-collusion Affidavit of Prime Bidder
- o. Bidder Statues Form and Worksheet

On completion of the said improvement, the Owner agrees to pay to the Contractor the prices set out in the Form of Proposal of the Contractor, said payment to be made in the manner stated in the published Notice to Bidders.

In Witness whereof, this Contract has been executed in quaduplicate on the date first herein written.


Contractor

CITY OF CEDAR FALLS, IOWA

By _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC
City Clerk

Performance, Payment, and Maintenance Bond

SURETY BOND NO. 364022H

KNOW ALL BY THESE PRESENTS:

That we, JQ Construction, L.L.C., as Principal (hereinafter the “Contractor” or “Principal” and Westfield Insurance Company as Surety are held and firmly bound unto CITY OF CEDAR FALLS, IOWA, as Obligee (hereinafter referred to as “the Owner”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of One Hundred Forty-Six Thousand, Fifty-One and 58/100 Dollars (\$ 146,051.58), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the _____ day of _____, 2024, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**2024 Sidewalk Assessment Project
Sidewalk / Pavement / Seeding
Project SW-000-3324**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

- 4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be in the Iowa District Court for Black Hawk County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. SW-000-3324

Witness our hands, in triplicate, this _____ day of _____, 2024.

Surety Countersigned By:

Not Required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Owner

PRINCIPAL:

JQ Construction, L.L.C.

Contractor

By: _____
Signature
Owner

Title

SURETY:

Westfield Insurance Company

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Sara Huston, Attorney-in-Fact

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC

Company Name

2727 Grand Prairie Parkway

Company Address

Waukee, IA 50263

City, State, Zip Code

(515) 223-6800

Company Telephone Number



NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CRAIG E. HANSEN, JAY D. FREIERMUTH, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, SARA HUSTON, KATE ZANDERS, JOHN CORD, GRACE RASMUSSEN, JAMIE GIFFORD, LUKAS SCHRODER, JOINTLY OR SEVERALLY

of WAUKEE and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of FEBRUARY A.D., 2024 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 14th day of FEBRUARY A.D., 2024 , before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this day of A.D., 2024 .



Handwritten signature of Frank A. Carrino

Frank A. Carrino, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 39.**
5/22/2024

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 The Accel Group LLC 301 Oak Ridge Circle Waverly IA 50677	CONTACT NAME: PHONE (A/C, No, Ext): 319-365-8611 FAX (A/C, No): 319-365-6919 E-MAIL ADDRESS: jfreymark@acceladvantage.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED JQ Construction LLC 313 Pine St. Waterloo IA 50702	JQCONST-01	INSURER A : Employers Mutual Casualty Co 21415 INSURER B : Encova Mutual Insurance Group 14621 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 492969345 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6D62965	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			6E62965	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6J62965	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCP7008003	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is Additional Insured on the above General Liability policy per attached endorsement (CG7759).
Certificate Holder is Additional Insured on the above Auto Liability policy per (CA7450) attached.
Waiver of Subrogation applies with respect to General Liability per (form CG7759), Auto Liability (form CA7450) and Workers Compensation (form WC000313)
30 day notice of cancellation applies
Project: 2024 Sidewalk Assessment #SW-000-3324
Governmental Immunity endorsement applies

CERTIFICATE HOLDER City of Cedar Falls Ia Department of Public Works 220 Clay Street Cedar Falls IA 50613	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS GENERAL LIABILITY ELITE EXTENSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion a. is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion g. (2) is amended as follows:

- (2) A watercraft you do not own that is:
- (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge.

C. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

Section I-Coverage A, Exclusion 2.j.(4) is deleted and replaced with the following:

- (4) Personal property in the care, custody, or control of the insured.

This exclusion applies only to that portion of any "property damage" to personal property in the care, custody, or control of the insured in excess of \$25,000 per "occurrence."

D. REAL PROPERTY UPON WHICH OPERATIONS ARE BEING PERFORMED

Section I-Coverage A, Exclusion 2.j.(5) is deleted and replaced with the following:

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

This exclusion applies only to that portion of any "property damage" to that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, that arises out of those operations and is in excess of \$25,000 per "occurrence."

E. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions Paragraphs j. (3), j. (4), j. (6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions**, Paragraph 4. **Other Insurance** is changed accordingly.

F. FIRE, LIGHTNING, OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning, or explosion wherever it appears in the Coverage Form.

Under Section I – Coverage A, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

G. MEDICAL PAYMENTS

If Section I – Coverage C. Medical Payments Coverage is not otherwise excluded from this Coverage Form: The requirement, in the Insuring Agreement of **Coverage C.**, that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

H. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B, Paragraphs 1.b. and 1.d. are replaced by the following:

1.b.Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d.All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

I. SUBSIDIARIES AS INSURED

Section II – Who Is An Insured is amended to add the following:

- 1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

J. BLANKET ADDITIONAL INSURED

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

1. Ongoing Operations

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement, or written permit that such person or organization be added as an additional Insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above.

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG2010(10-01) edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG2010(7-04) (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II – WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement, or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above.

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 2037 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG2037(7-04) (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:

- a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. Only applies to the extent permitted by law; and
- c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to 2. Exclusions under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

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

- b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to 2. Exclusions under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

5. Conditions

With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph 4. **Other Insurance, a. Primary Insurance** under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in a written contract, written agreement, or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

K. **COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

Section II – Who is an Insured, Paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

L. **HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE**

Section II – Who is an Insured, Paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

M. **NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

Section II – Who Is An Insured, Paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

N. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, Paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke, or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

O. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, Paragraph 7. is replaced by the following:

7. Subject to Paragraph 5. above, \$10,000 is the Medical Expense Limit we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, unless the amount shown on the Declarations of this Coverage Part for Medical Expense Limit states:

- (a) No Coverage; or
- (b) \$1,000; or
- (c) \$5,000; or
- (d) A limit higher than \$10,000

P. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions, Paragraph 2. is amended to add the following:

- e. The requirement in **Condition 2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner if you are a partnership;
 - (3) A member or manager if you are a limited liability company;
 - (4) An "executive officer" or insurance manager if you are a corporation; or
 - (5) A trustee if you are a trust.
- f. The requirement in **Condition 2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner if you are a partnership;
 - (3) A member or manager if you are a limited liability company;
 - (4) An "executive officer" or insurance manager if you are a corporation; or
 - (5) A trustee if you are a trust

Q. PRIMARY AND NONCONTRIBUTORY ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions, Paragraph 4. Other Insurance is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

R. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions, Paragraph 6. Representations is amended to add the following: If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal. This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

S. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us is amended to add the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

- 1. Your ongoing operations; or
- 2. "Your work" included in the "products completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

- 1. Is in effect or becomes effective during the term of this policy; and
- 2. Was executed prior to loss.

T. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness, or disease.

U. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

V. ELECTRONIC DATA LIABILITY

A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or

(2) The loss of loss of use of, damage to, corruption of, inability to access, or inability to manipulate “electronic data” that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs (1) or (2) above.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE:**

Subject to 5. above, the most we will pay under Coverage A for “property damage” because of all loss of “electronic data” arising out of any one “occurrence” is a sub-limit of \$25,000.

W. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement.

Paragraph f.(1) is deleted in its entirety.

X. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

Y. AGGREGATE LIMITS PER LOCATION

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement, or certificate of insurance. As respects this provision 8., your locations are premises you own, rent or use involving the same or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

Z. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY

Under **SECTION I – COVERAGE B.**, Paragraph 2. Exclusions, Paragraph e. **Contractual Liability** is deleted.

AA. MOBILE EQUIPMENT

Under the **Section V – Definitions**, Paragraph f.(1)(a), (b) and (c) of Mobile Equipment does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**FORM OF PROPOSAL
2024 SIDEWALK ASSESSMENT PROJECT
PROJECT NO. SW-000-3324
CITY OF CEDAR FALLS, IOWA**

To the Mayor and City Council
City of Cedar Falls, Iowa

The undersigned hereby certifies that JQ Construction LLC have personally and carefully examined the specifications, general conditions, and form of contract annexed hereto. Having made such examination, the undersigned hereby proposes to construct the improvements for the 2024 SIDEWALK ASSESSMENT PROJECT in accordance with the plans and specifications on file in the office of the City Clerk, the published Notice to Bidders and the Form of Contract, herewith, complying with all the laws of the State of Iowa, and the Rules, Regulations and Ordinances of the City of Cedar Falls, and to the satisfaction of the City Council of the City of Cedar Falls, Iowa, including the guaranteeing of this Project for a period of two (2) years from the date of final acceptance thereof at the following prices, to-wit:

ITEM #	DESCRIPTION	UNIT	QUANTITY	
1	OFF SITE TOPSOIL	C.Y.	108.2	84.9
2	REMOVAL OF SIDEWALK	S.Y.	1792.0	1410.1
3	SIDEWALK P.C.C. 4 IN. CLASS "C"	S.Y.	1310.3	1029.3
4	SIDEWALK P.C.C. 6 IN. CLASS "C"	S.Y.	481.7	380.8
5	TEMPORARY TRAFFIC CONTROL	L.S.	1	
6	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	5844.0	4582.0

TOTAL BASE BID: \$146,051.58

Bidders may not independently bid on selective items of work. In this project, all items constitute one indivisible work that will be let to one bidder. Bids shall be submitted for all of the items. The successful bidder will be determined by evaluating the Total Bid shown above. Failure to submit a bid on any item shall be just cause for disqualification of the entire proposal. Unit bids must be filled in ink, typed or computer generated, or the bid will be rejected. The Owner reserves the right to delete any part or all of any item.

The Owner reserves the right to reject any and all bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional bids. The Owner further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The Owner may also reject the bid of any bidder if the Owner believes that it would not be in the best interest of the project to make an award to that bidder. The Owner also reserves the right to waive all informalities not involving price time or changes in the work

If written notice of approval of award is mailed, telegraphed or delivered to the undersigned within thirty (30) calendar days after the opening thereof, or any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) calendar days after the Contract is presented to him for signature, and start work within ten (10) calendar days after "Notice to Proceed" is issued.

Bid Security in the sum of 10% in the form of Bid Bond, is submitted herewith in accordance with the Instructions to Bidders.

The bidder is prepared to submit a financial and experience statement upon request.

The bidder has received the following Addendum or Addenda:

Addendum No. 1 Date 5/6/24

The bidder has filled in all blanks on this Proposal.

Note: The Penalty for making false statements in offers is prescribed in 18 U.S.A., Section 1001.

Name of bidder
JQ Construction LLC

313 Pine St. Washburn, IA 50702
Official Address

Justin Quint
By Owner
Title

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: June 3, 2024
SUBJECT: Rezoning of certain property east of Main Street and north of E. Seerley Blvd. (RZ24-002)

REQUEST: Rezone property from M-1 Light Industrial District to C-2 Commercial District
PETITIONER: Seven D LLC, owner; Chris Fischels of Fischels Commercial & Residential Group, applicant
LOCATION: 2216 Main Street and 127 E 23rd Street

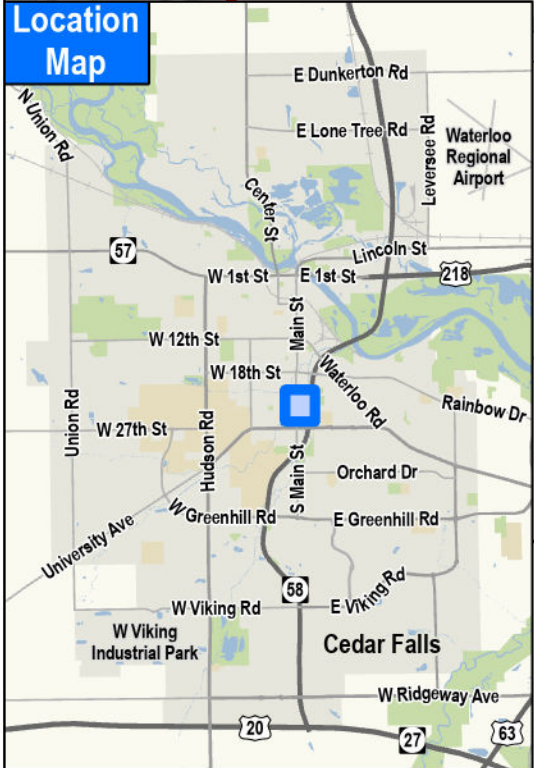
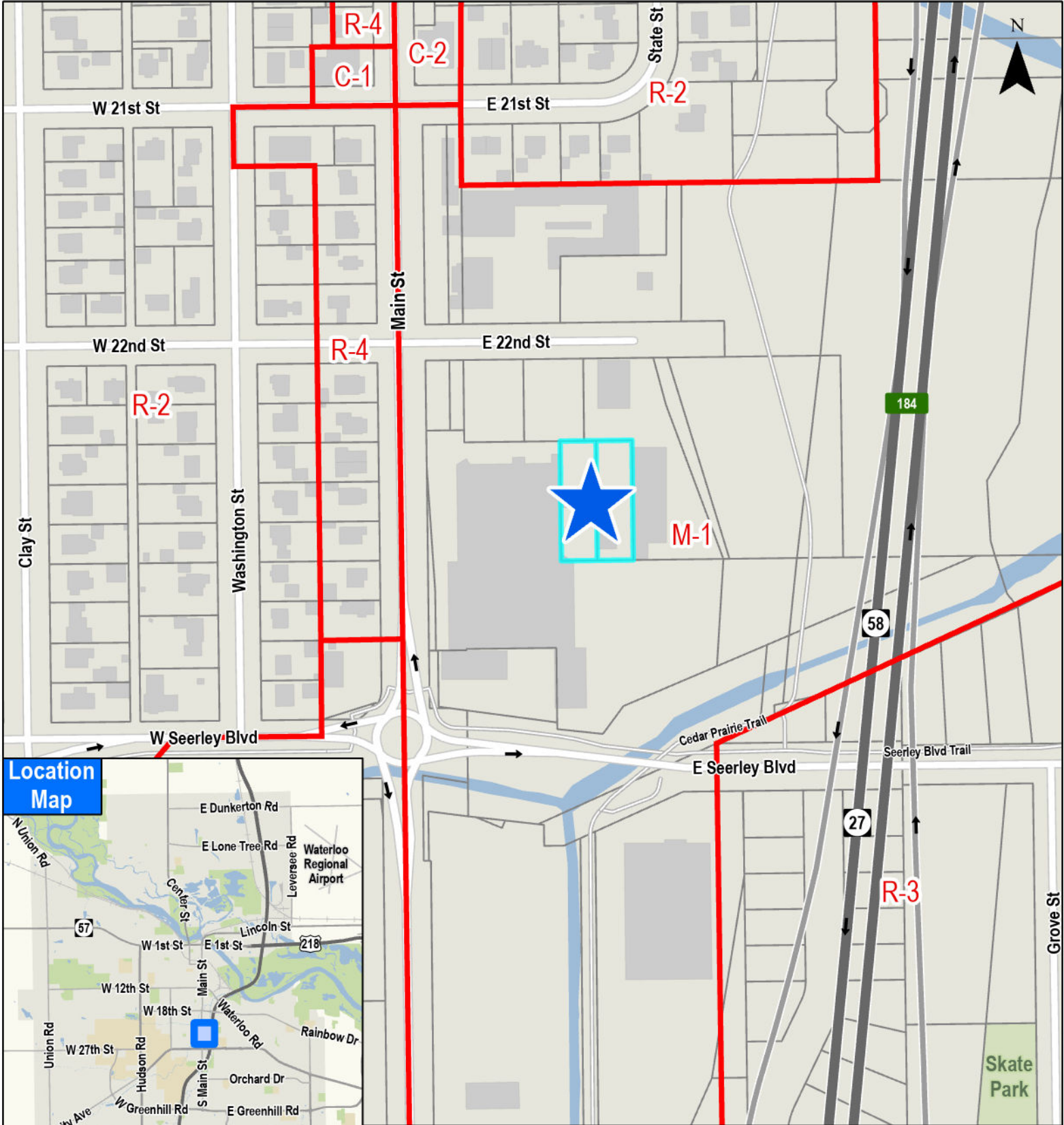
Seven D LLC requested a rezoning of three properties, 2300 Main Street, 2216 Main Street, and 127 E 23rd Street from M-1 Light Industrial to C-2 Commercial. The applicant provided a rezoning plat that illustrated these three properties (see attached). They also provided a legal description to be used for legal notices and the ordinance. The Planning and Zoning Commission reviewed the rezoning plat at their meeting on April 10, 2024, and recommended approval of the rezoning.

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.

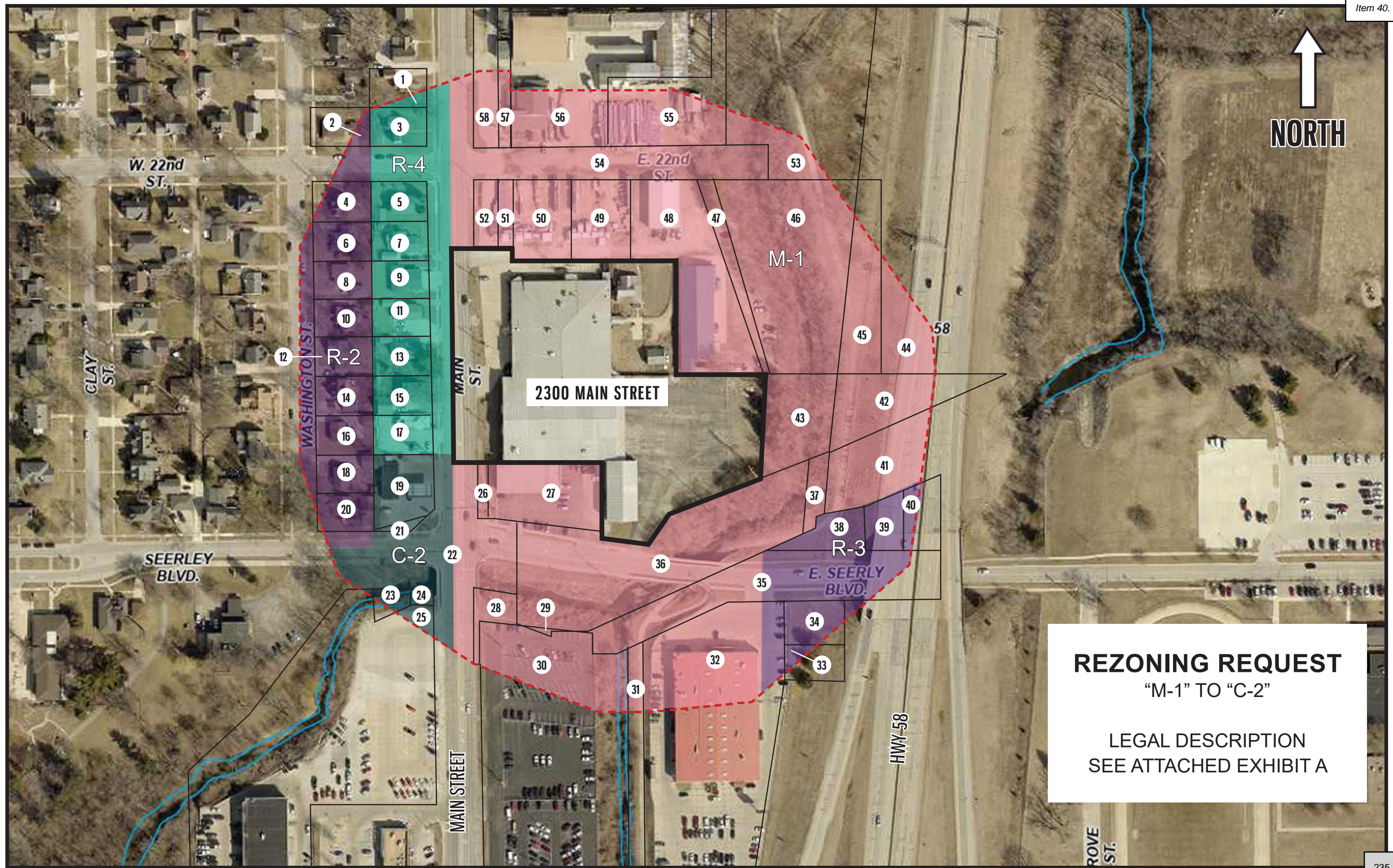
On May 20, 2024, based on staff's recommendation to keep the rezoning request moving forward for the benefit of the applicant, the City Council held a Public Hearing and approved the first reading of the rezoning of the parcel at 2300 Main Street.

The applicant has now supplied an accurate legal description for the two smaller parcels at 2216 Main Street and 127 E. 23rd Street. Therefore, staff recommends that City Council set a public hearing date for June 17, 2024, to consider the rezoning request for these additional parcels.

The full staff report and the minutes of the Planning and Zoning Commission meetings will be provided to the City Council prior to the public hearing.



**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

RESOLUTION NO. _____

RESOLUTION FIXING DATE OF HEARING ON PROPOSED
AMENDMENT TO
THE CITY OF CEDAR FALLS ZONING MAP AND DIRECTING
PUBLICATION OF NOTICE OF SAID PUBLIC HEARING

WHEREAS, a proposal was submitted to the Cedar Falls Planning and Zoning Commission to change the zoning from M-1 Light Industrial to C-2 Commercial District, as described below, and

WHEREAS, said Planning and Zoning Commission has recommended approval of said change in the zoning, and

WHEREAS, it is desired to submit the same for consideration to the City Council to have a public hearing on the same as provided by law;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that there shall be a public hearing on a proposed change to the zoning from M-1 Light Industrial to C-2 Commercial District to amend the Cedar Falls Zoning Map (Case #RZ24-002), by removing approximately 0.6 acres of real estate located at 2216 Main Street and 127 E 23rd Street., as legally described below, from M-1 Light Industrial and placing the same in the C-2 Commercial:

Legal description for land to be rezoned from M-1 to C-2:

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.

And that said the public hearing shall be held on the 17th day of June 2024, at 7:00 o'clock P.M. The City Clerk is hereby authorized and directed to publish notice of said hearing the Waterloo-Cedar Falls Courier, said notice to be published at least seven (7) days prior to the hearing date.

INTRODUCED AND ADOPTED this 3rd day of June 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk



DEPARTMENT OF FINANCE AND BUSINESS OPERATIONS

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

MEMORANDUM

Legal Services Division

TO: Mayor 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: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 06/03/24 COUNCIL MEETING

Item 42.

PREPARED 05/28/2024, 10:35:12
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 11/2024

GROUP NBR	PO NBR	ACCTG PER.	---TRANSACTION--- CD DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND								
101-1038	441.81-09				PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION			
1902		11/24 AP	05/08/24	0400064	THE BRASS TAP	100.00		05/17/24
					MEET AND GREET EVENT 6/6			
					ACCOUNT TOTAL	100.00	.00	100.00
101-2245	442.83-05				TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)			
1902		11/24 AP	05/02/24	0400062	PEZLEY, MICHELLE	530.24		05/17/24
					RMB:NEPA TRNG.FOR CDBG KANSAS CITY, MO			
					ACCOUNT TOTAL	530.24	.00	530.24
101-2253	423.72-32				OPERATING SUPPLIES / ADULT SPORTS EQUIPMENT			
1902		11/24 AP	05/10/24	0400061	GOOS, BROCK	70.45		05/17/24
					RMB:FIELD SUPPLIES			
					ACCOUNT TOTAL	70.45	.00	70.45
101-2253	423.89-14				MISCELLANEOUS SERVICES / REFUNDS			
1902		11/24 AP	05/16/24	0400059	EMILY NIEWOEHNER	36.00		05/17/24
					REFUND-SWIM LESSONS			
1902		11/24 AP	05/16/24	0400060	EMILY NIEWOEHNER	36.00		05/17/24
					REFUND-SWIM LESSONS			
1891		11/24 AP	05/14/24	0400054	ROXANN LIST	25.00		05/15/24
					REFUND-SENIOR MEMBERSHIP DUPLICATE PAYMENT			
1891		11/24 AP	05/14/24	0400053	ROAXANN LIST	25.00		05/15/24
					REFUND-SENIOR MEMBERSHIP DUPLICATE PAYMENT			
1891		11/24 AP	05/13/24	0400050	BARB HORSTMAN	547.62		05/15/24
					REFUND-BEACH HOUSE RENTAL SWITCHED DUE TO FLOODING			
					ACCOUNT TOTAL	669.62	.00	669.62
101-2280	423.89-14				MISCELLANEOUS SERVICES / REFUNDS			
1945		11/24 AP	05/20/24	0400078	SUE WOOD	250.00		05/23/24
					REFUND-SECURITY DEPOSIT			
					ACCOUNT TOTAL	250.00	.00	250.00
101-4511	414.85-01				UTILITIES / UTILITIES			
1902		11/24 AP	04/20/24	0400056	CEDAR FALLS UTILITIES	2,827.56		05/17/24
					UTILITIES THRU 04/20/24			
					ACCOUNT TOTAL	2,827.56	.00	2,827.56

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 101 GENERAL FUND									
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES UTILITIES THRU 04/20/24	156.83		05/17/24
ACCOUNT TOTAL							156.83	.00	156.83
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT									
1902		11/24 AP		05/12/24	0400063	SCHARNAU, DYLAN	24.17		05/17/24
						RMB:OPT.EQUIP.-RADIO CLIP AMAZON.COM			
1902		11/24 AP		05/10/24	0400066	ZIKUDA, HANNA	33.49		05/17/24
						RMB:OPT.EQUIP.-CAMERA MT. AXON			
ACCOUNT TOTAL							57.66	.00	57.66
101-5521-415.85-01 UTILITIES / UTILITIES									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES UTILITIES THRU 04/20/24	1,838.92		05/17/24
ACCOUNT TOTAL							1,838.92	.00	1,838.92
101-5521-415.86-05 REPAIR & MAINTENANCE / EQUIPMENT REPAIRS									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES UTILITIES THRU 04/20/24	50.27		05/17/24
ACCOUNT TOTAL							50.27	.00	50.27
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE									
1902		11/24 AP		05/11/24	0400055	BELZ, MATTHEW	77.00		05/17/24
						RMB:UNIFORM ALLOWANCE TJ MAXX			
1902		11/24 AP		05/11/24	0400058	DOUGAN JR, SCOTT	83.31		05/17/24
						RMB:UNIFORM ALLOWANCE DICK'S			
ACCOUNT TOTAL							160.31	.00	160.31
101-6613-433.85-01 UTILITIES / UTILITIES									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES UTILITIES THRU 04/20/24	208.12		05/17/24
ACCOUNT TOTAL							208.12	.00	208.12
101-6616-446.85-01 UTILITIES / UTILITIES									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES UTILITIES THRU 04/20/24	1,663.92		05/17/24
ACCOUNT TOTAL							1,663.92	.00	1,663.92

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-6623-423.85-01 UTILITIES / UTILITIES										
1902		11/24	AP	04/20/24	0400056	CEDAR FALLS UTILITIES	878.19			05/17/24
						UTILITIES THRU 04/20/24				
						ACCOUNT TOTAL	878.19	.00	878.19	
101-6633-423.85-01 UTILITIES / UTILITIES										
1902		11/24	AP	04/20/24	0400056	CEDAR FALLS UTILITIES	1,253.95			05/17/24
						UTILITIES THRU 04/20/24				
						ACCOUNT TOTAL	1,253.95	.00	1,253.95	
						FUND TOTAL	10,716.04	.00	10,716.04	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.85-01 UTILITIES / UTILITIES										
1902		11/24	AP	04/20/24	0400056	CEDAR FALLS UTILITIES	2,398.42			05/17/24
						UTILITIES THRU 04/20/24				
						ACCOUNT TOTAL	2,398.42	.00	2,398.42	
206-6647-436.85-01 UTILITIES / UTILITIES										
1902		11/24	AP	04/20/24	0400056	CEDAR FALLS UTILITIES	2,386.20			05/17/24
						UTILITIES THRU 04/20/24				
						ACCOUNT TOTAL	2,386.20	.00	2,386.20	
						FUND TOTAL	4,784.62	.00	4,784.62	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
FUND 224 TRUST & AGENCY										
FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON										
1945		11/24	AP	05/23/24	0400074	DAVID & MICHELE PANICUCCI	4,706.38			05/23/24
						3271-PARCEL#212-N.CDR.HGT				
						TEMP./PERM.EASEMENTS				
						PROJECT#: 023271				
1945		11/24	AP	05/23/24	0400071	BLACK HAWK CO.TREASURER	8.62			05/23/24
						PRO-RATED TAXES-PANICUCCI				
						1605 E. RIDGEWOOD DRIVE				
						PROJECT#: 023271				
1945		11/24	AP	05/23/24	0400076	JANE & DAVID EASTON	2,070.00			05/23/24

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25					STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON				continued
					3271-PARCEL#213-N.CDR.HGT				
					TEMP/PERM.EASE/TREE REMVL				
					PROJECT#: 023271				
1945				11/24 AP 05/23/24 0400075	ESTATE OF JOHN F. MAUGHAN, DE	2,573.07		05/23/24	
					3271-PARCEL#223-N.CDR.HGT				
					PERMANENT EASEMENT				
					PROJECT#: 023271				
1945				11/24 AP 05/23/24 0400072	BLACK HAWK CO.TREASURER	116.93		05/23/24	
					PRO-RATED TAXES-MAUGHAN				
					2410 GREENWOOD AVENUE				
					PROJECT#: 023271				
1945				11/24 AP 05/23/24 0400069	BLACK HAWK CO.RECORDER	1.60		05/23/24	
					TRANSFER TAX-MAUGHAN				
					2410 GREENWOOD AVE-PCL223				
					PROJECT#: 023271				
1945				11/24 AP 05/23/24 0400070	BLACK HAWK CO.RECORDER	4.80		05/23/24	
					TRANSFER TAX-GROVER				
					2408 WOODLAND DR-PCL #224				
					PROJECT#: 023271				
1945				11/24 AP 05/23/24 0400073	BLACK HAWK CO.TREASURER	124.97		05/23/24	
					PRO-RATED TAXES-GROVER				
					2408 WOODLAND DRIVE				
					PROJECT#: 023271				
1945				11/24 AP 05/23/24 0400079	SUSAN & WILLIAM GROVER	3,885.03		05/23/24	
					3271-PARCEL#224-N.CDR.HGT				
					TEMPORARY EASEMENT				
					PROJECT#: 023271				
1932				11/24 AP 05/21/24 0400068	NINA M. HAMER	8,811.48		05/21/24	
					3271-PARCEL#217-N.CDR.HGT				
					TEMP/PERM.EASE/TREE REMVL				
					PROJECT#: 023271				
1932				11/24 AP 05/21/24 0400067	BLACK HAWK CO.TREASURER	13.52		05/21/24	
					PRO-RATED TAXES-HAMER				
					1703 E.RIDGEWOOD-PCL.#217				
					PROJECT#: 023271				
1902				11/24 AP 05/16/24 0400057	CLARK & EVELYNE JENNINGS	1,730.00		05/17/24	
					3271-PARCEL#211-N.CDR.HGT				
					RECON.PH.II-TEMP.EASEMENT				
					PROJECT#: 023271				
1902				11/24 AP 05/16/24 0400065	THOMAS & LYNEA DAVIS	200.00		05/17/24	
					3271-PARCEL#216-N.CDR.HGT				
					RECON.PH.II-TEMP.EASEMENT				
					PROJECT#: 023271				
1891				11/24 AP 05/08/24 0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24	
					3271-N.CEDAR HEIGHTS PHII				
					TEMP.EASE.-JENNINGS-#211				
					PROJECT#: 023271				
1891				11/24 AP 05/08/24 0400051	BLACK HAWK CO.RECORDER	27.00		05/15/24	
					3271-N.CEDAR HEIGHTS PHII				
					SAN.SEW.-PANICUCCI-#212				
					PROJECT#: 023271				
1891				11/24 AP 05/08/24 0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24	
					3271-N.CEDAR HEIGHTS PHII				
					TEMP.EASE.-PANICUCCI-#212				
					PROJECT#: 023271				
1891				11/24 AP 05/08/24 0400051	BLACK HAWK CO.RECORDER	27.00		05/15/24	
					3271-N.CEDAR HEIGHTS PHII				
					SAN.SEW.-EASTON-#213				
					PROJECT#: 023271				
1891				11/24 AP 05/08/24 0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24	
					3271-N.CEDAR HEIGHTS PHII				
					TEMP.EASE.-EASTON-#213				
					PROJECT#: 023271				
1891				11/24 AP 05/08/24 0400051	BLACK HAWK CO.RECORDER	27.00		05/15/24	
					3271-N.CEDAR HEIGHTS PHII				
					SAN.SEW.-JACKSON-#215				

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FUND 242 STREET REPAIR FUND										
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON						continued				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE.-JACKSON-#215				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE.-DAVIS-#216				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	27.00			05/15/24
						DRAINAGE EASE.-HAMER-#217				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	27.00			05/15/24
						SAN.SEW. EASE.-HAMER-#217				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP. EASE.-HAMER-#217				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	27.00			05/15/24
						SAN.SEW.-BROWN-#218				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	27.00			05/15/24
						DRAINAGE EASE.-BROWN-#218				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE.-BROWN-#218				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	27.00			05/15/24
						SAN.SEW.-YOUNG-#219				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						SAN.SEW.-REESE/YOUNG-#220				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	37.00			05/15/24
						TMP.EASE-REESE/YOUNG-#220				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	27.00			05/15/24
						DRAIN.EASE-HUNEMULLER#222				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE.-HUNEMULLER#222				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE-LEES/LOWELL#201				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE.-SANDERS #202				
PROJECT#: 023271										
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00			05/15/24
						TEMP.EASE.-GOETZ #203				
PROJECT#: 023271										

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FUND 242 STREET REPAIR FUND									
242-1240-431.92-25 STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON continued									
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24
						3271-N.CEDAR HEIGHTS PHII			
						PROJECT#: 023271			
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24
						3271-N.CEDAR HEIGHTS PHII			
						PROJECT#: 023271			
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24
						3271-N.CEDAR HEIGHTS PHII			
						PROJECT#: 023271			
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	37.00		05/15/24
						3271-N.CEDAR HEIGHTS PHII			
						PROJECT#: 023271			
1891		11/24	AP	05/08/24	0400051	BLACK HAWK CO.RECORDER	32.00		05/15/24
						3271-N.CEDAR HEIGHTS PHII			
						PROJECT#: 023271			
						ACCOUNT TOTAL	25,075.40	.00	25,075.40
						FUND TOTAL	25,075.40	.00	25,075.40
FUND 254 CABLE TV FUND									
254-1088-431.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)									
1945		11/24	AP	05/18/24	0400077	OTT, JEREMY	65.00		05/23/24
						RMB:TRAVEL-STATE TRACK			
						ACCOUNT TOTAL	65.00	.00	65.00
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1891		11/24	AP	05/14/24	0400052	DEWITT, JASON	100.00		05/15/24
						GOLD STAR TEACHER AWARDS			
						ACCOUNT TOTAL	100.00	.00	100.00
						FUND TOTAL	165.00	.00	165.00
FUND 258 PARKING FUND									
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1902		11/24	AP	04/20/24	0400056	CEDAR FALLS UTILITIES	16.80		05/17/24
						UTILITIES THRU 04/20/24			
						ACCOUNT TOTAL	16.80	.00	16.80
						FUND TOTAL	16.80	.00	16.80

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FUND 261 TOURISM & VISITORS									
261-2291-423.85-01 UTILITIES / UTILITIES									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES	853.13		05/17/24
						UTILITIES THRU 04/20/24			
						ACCOUNT TOTAL	853.13	.00	853.13
						FUND TOTAL	853.13	.00	853.13
FUND 262 SENIOR SERVICES & COMM CT									
262-1092-423.85-01 UTILITIES / UTILITIES									
1902		11/24 AP		04/20/24	0400056	CEDAR FALLS UTILITIES	127.40		05/17/24
						UTILITIES THRU 04/20/24			
						ACCOUNT TOTAL	127.40	.00	127.40
						FUND TOTAL	127.40	.00	127.40
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									
FUND 405 FLOOD RESERVE FUND									
FUND 407 VISION IOWA PROJECT									
FUND 408 STREET IMPROVEMENT FUND									
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 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									

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FUND 439	2022	BOND FUND								
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									
1902	11/24 AP	04/20/24	0400056		CEDAR FALLS UTILITIES	2,081.16			05/17/24	
					UTILITIES THRU 04/20/24					
					ACCOUNT TOTAL	2,081.16	.00		2,081.16	
551-6685-436.86-34	REPAIR & MAINTENANCE / BILLING & COLLECTING									
1902	11/24 AP	04/20/24	0400056		CEDAR FALLS UTILITIES	6,603.33			05/17/24	
					UTILITIES THRU 04/20/24					
					ACCOUNT TOTAL	6,603.33	.00		6,603.33	
					FUND TOTAL	8,684.49	.00		8,684.49	
FUND 552	SEWER RENTAL FUND									
552-6665-436.85-01	UTILITIES / UTILITIES									
1902	11/24 AP	04/20/24	0400056		CEDAR FALLS UTILITIES	3,637.20			05/17/24	
					UTILITIES THRU 04/20/24					
1902	11/24 AP	04/20/24	0400056		CEDAR FALLS UTILITIES	10,998.11			05/17/24	
					UTILITIES THRU 04/20/24					
					ACCOUNT TOTAL	14,635.31	.00		14,635.31	
552-6665-436.86-34	REPAIR & MAINTENANCE / BILLING & COLLECTING									
1902	11/24 AP	04/20/24	0400056		CEDAR FALLS UTILITIES	6,603.33			05/17/24	
					UTILITIES THRU 04/20/24					
					ACCOUNT TOTAL	6,603.33	.00		6,603.33	
					FUND TOTAL	21,238.64	.00		21,238.64	

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GROUP	PO	ACCTG	---	TRANSACTION---					CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT ----
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-432.86-34						REPAIR & MAINTENANCE / BILLING & COLLECTING			
1902		11/24	AP	04/20/24	0400056	CEDAR FALLS UTILITIES	6,603.33		05/17/24
						UTILITIES THRU 04/20/24			
						ACCOUNT TOTAL	6,603.33	.00	6,603.33
						FUND TOTAL	6,603.33	.00	6,603.33
FUND 570 SEWER ASSESSMENT									
FUND 606 DATA PROCESSING FUND									
FUND 680 HEALTH INSURANCE FUND									
680-1902-457.51-01						INSURANCE / HEALTH INSURANCE			
1945		11/24	AP	05/21/24	0400080	TEGTMEIER, KELLY	198.23		05/23/24
						REFUND-HRA OVERPAYMENT			
						ACCOUNT TOTAL	198.23	.00	198.23
						FUND TOTAL	198.23	.00	198.23
FUND 681 HEALTH SEVERANCE									
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									
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790						FLOOD LEVY			
						GRAND TOTAL	78,463.08	.00	78,463.08

COUNCIL INVOICES FOR 06/03/24 MEETING

Item 42.

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GROUP NBR	PO NBR	ACCTG PER.	----TRANSACTION----	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND											
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1946		12/24	AP		05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.83		05/28/24	
							LETTER OPENERS/POST-ITS WITE OUT				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.35		05/28/24	
							BLACK GEL PENS				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.09		05/28/24	
							LEGAL COPY PAPER				
							ACCOUNT TOTAL	14.27	.00	14.27	
101-1026-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1946		12/24	AP		05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.43		05/28/24	
							LETTER OPENERS/POST-ITS WITE OUT				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.28		05/28/24	
							BLACK GEL PENS				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.27		05/28/24	
							LEGAL COPY PAPER				
							ACCOUNT TOTAL	3.98	.00	3.98	
101-1028-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1946		12/24	AP		05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.82		05/28/24	
							LETTER OPENERS/POST-ITS WITE OUT				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.33		05/28/24	
							BLACK GEL PENS				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	6.35		05/28/24	
							LEGAL COPY PAPER				
							ACCOUNT TOTAL	15.50	.00	15.50	
101-1038-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES											
1946		12/24	AP		05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.79		05/28/24	
							LETTER OPENERS/POST-ITS WITE OUT				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.60		05/28/24	
							BLACK GEL PENS				
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.81		05/28/24	
							LEGAL COPY PAPER				
							ACCOUNT TOTAL	7.20	.00	7.20	
101-1038-441.81-09 PROFESSIONAL SERVICES / HUMAN RIGHTS COMMISSION											
1903		12/24	AP		05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.51		05/28/24	
							LEGAL COPY PAPER				
							ACCOUNT TOTAL	.51	.00	.51	

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FUND 101 GENERAL FUND										
101-1038-441.81-56						PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG				
1903				12/24	AP 05/21/24 0000000	WELLWORKS FOR YOU	885.15			05/28/24
						WELLNESS PROGRAM FEE				
						MAY 2024				
						ACCOUNT TOTAL	885.15	.00	885.15	
101-1048-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1946				12/24	AP 05/23/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.89			05/28/24
						LETTER OPENERS/POST-ITS				
						WITE OUT				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.80			05/28/24
						BLACK GEL PENS				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.76			05/28/24
						LEGAL COPY PAPER				
						ACCOUNT TOTAL	2.45	.00	2.45	
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS										
1903				12/24	AP 06/01/24 0000000	AHLERS AND COONEY, P.C.	3,900.00			05/28/24
						LEGAL SERVICES-JUNE'24				
1903				12/24	AP 06/01/24 0000000	SWISHER & COHRT, P.L.C.	2,600.00			05/28/24
						LEGAL SERVICES-JUNE'24				
1903				12/24	AP 05/06/24 0000000	SWISHER & COHRT, P.L.C.	10.00			05/28/24
						LGL:MISCELLANEOUS MATTERS				
						04/03/24				
						ACCOUNT TOTAL	6,519.00	.00	6,519.00	
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT										
1903				12/24	AP 06/01/24 0000000	SWISHER & COHRT, P.L.C.	1,000.00			05/28/24
						LEGAL SERVICES-JUNE'24				
1903				12/24	AP 05/02/24 0000000	SWISHER & COHRT, P.L.C.	472.50			05/28/24
						LGL:MISC/JURY TRIAL/APPLS				
						04/19/24-04/24/24				
						ACCOUNT TOTAL	1,472.50	.00	1,472.50	
101-1118-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1946				12/24	AP 05/23/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.89			05/28/24
						LETTER OPENERS/POST-ITS				
						WITE OUT				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.80			05/28/24
						BLACK GEL PENS				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.25			05/28/24
						LEGAL COPY PAPER				
						ACCOUNT TOTAL	1.94	.00	1.94	
101-1158-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										

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FUND 101 GENERAL FUND										
101-1158-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1946				12/24	AP 05/23/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.89		05/28/24	
						LETTER OPENERS/POST-ITS				
						WITE OUT				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.80		05/28/24	
						BLACK GEL PENS				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	.25		05/28/24	
						LEGAL COPY PAPER				
						ACCOUNT TOTAL	1.94	.00	1.94	
101-1199-421.31-10						HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE				
1898				12/24	AP 05/15/24 0000000	KAREN'S PRINT-RITE	315.00		05/28/24	
						P2P POSTCARDS				
						PROJECT#: 577				
1898				12/24	AP 05/08/24 0000000	SIGNS & DESIGNS, INC.	55.00		05/28/24	
						TINY ART EXHIBIT VINYL				
						ARTS MIDWEST GRANT FUNDS				
						ACCOUNT TOTAL	370.00	.00	370.00	
101-1199-421.31-45						HUMAN DEVELOPMENT GRANTS / REC TRAIL GRANTS				
1920				12/24	AP 05/13/24 0000000	SIGNS & DESIGNS, INC.	255.00		05/28/24	
						MEMORIAL BENCH PLAQUE				
						ACCOUNT TOTAL	255.00	.00	255.00	
101-1199-441.72-19						OPERATING SUPPLIES / PRINTING				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	147.69		05/28/24	
						ORDIANCE NO. 3057				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	147.69		05/28/24	
						ORDIANCE NO. 3056				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	178.91		05/28/24	
						ORDIANCE NO. 3055				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	127.90		05/28/24	
						ORDIANCE NO. 3054				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	24.36		05/28/24	
						PH NTC-GENERAL PENALTY				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	43.39		05/28/24	
						PH NTC-VACATE ROW				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	28.93		05/28/24	
						PH NTC-2024 SEAL COAT				
1903				12/24	AP 05/07/24 0000000	COURIER LEGAL COMMUNICATIONS	119.52		05/28/24	
						PH NTC-REZONING M1 TO C2				
						ACCOUNT TOTAL	818.39	.00	818.39	
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY				

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FUND 101 GENERAL FUND									
101-1199-441.89-13						MISCELLANEOUS SERVICES / CONTINGENCY	continued		
1903				12/24	AP 05/03/24 0000000	SIGNS & DESIGNS, INC.	160.00		05/28/24
						MAYOR CREWS PLAQUE			
						CITY HALL LIGHT POLE			
						ACCOUNT TOTAL	160.00	.00	160.00
101-2205-432.83-06 TRANSPORTATION&EDUCATION / EDUCATION									
1926				12/24	AP 05/10/24 0000000	CEDAR VALLEY HOME BUILDERS AS	79.00		05/28/24
						04/09/24 STEPHANIE SHEETZ			
						2024 HOUSING CONFERENCE			
						ACCOUNT TOTAL	79.00	.00	79.00
101-2235-412.71-07 OFFICE SUPPLIES / CODE ENFORCEMENT SUPPLIES									
1926				12/24	AP 05/20/24 0000000	PROFESSIONAL LAWN CARE, LLC	95.00		05/28/24
						CODE MOW-1510 W 6TH			
1926				12/24	AP 05/16/24 0000000	PROFESSIONAL LAWN CARE, LLC	118.75		05/28/24
						CODE MOW-5719 WESTMINSTER			
1926				12/24	AP 05/16/24 0000000	PROFESSIONAL LAWN CARE, LLC	332.50		05/28/24
						CODE MOW-6000 CHANCELLOR			
1926				12/24	AP 05/15/24 0000000	PROFESSIONAL LAWN CARE, LLC	95.00		05/28/24
						CODE MOW-1819 FOUR WINDS			
1926				12/24	AP 05/15/24 0000000	PROFESSIONAL LAWN CARE, LLC	95.00		05/28/24
						CODE MOW-1309 STATE			
1926				12/24	AP 05/13/24 0000000	PROFESSIONAL LAWN CARE, LLC	95.00		05/28/24
						CODE MOW-130 N COLLEGE			
1926				12/24	AP 05/10/24 0000000	PROFESSIONAL LAWN CARE, LLC	95.00		05/28/24
						CODE MOW-409 WALNUT			
						ACCOUNT TOTAL	926.25	.00	926.25
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS									
1926				12/24	AP 05/10/24 0000000	SERVICEWEAR APPAREL, INC.	24.13		05/28/24
						UNIFORM-J CASTLE			
						POLO			
						ACCOUNT TOTAL	24.13	.00	24.13
101-2235-412.72-19 OPERATING SUPPLIES / PRINTING									
1926				12/24	AP 04/15/24 0000000	STOREY KENWORTHY	57.50		05/28/24
						MECHANICAL INSPECT STCKR			
						BLOOD ORANGE			
						ACCOUNT TOTAL	57.50	.00	57.50
101-2253-423.72-31 OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT									
1912				12/24	AP 05/03/24 0000000	COOLEY PUMPING, LLC	95.00		05/28/24
						YOUTH SPORTS RESTROOM			

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								POST DT
FUND 101 GENERAL FUND								
101-2253-423.72-31					OPERATING SUPPLIES / YOUTH SPORTS EQUIPMENT			continued
1912				12/24	AP 05/03/24 0000000	COOLEY PUMPING, LLC	95.00	05/28/24
						YOUTH SPORTS RESTROOM;		
					ACCOUNT TOTAL	190.00	.00	190.00
101-2253-423.72-43					OPERATING SUPPLIES / REC CONCESSIONS			
1912				12/24	AP 05/16/24 0000000	ATLANTIC COCA-COLA	143.37	05/28/24
						REC CTR BEVERAGE SUPPLIES		
					ACCOUNT TOTAL	143.37	.00	143.37
101-2253-423.73-17					OTHER SUPPLIES / THE FALLS POOL CHEMICALS			
1893				12/24	AP 05/10/24 0000000	ACCO UNLIMITED CORPORATION	4,209.20	05/28/24
						CL2 ACID BICARB-INITIAL		
1893				12/24	AP 05/02/24 0000000	CARRICO AQUATIC RESOURCES INC	3,395.43	05/28/24
						2024 STARTUP CHEMICALS		
					ACCOUNT TOTAL	7,604.63	.00	7,604.63
101-2253-423.86-30					REPAIR & MAINTENANCE / MAINTENANCE & UPKEEP			
1893				12/24	AP 05/13/24 0000000	VESTIS	31.75	05/28/24
						REC CTR MATS		
					ACCOUNT TOTAL	31.75	.00	31.75
101-2253-423.86-31					REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.			
1939				12/24	AP 05/14/24 0000000	O'DONNELL ACE HARDWARE	3.90	05/28/24
						PLASTIC TUBE FOR SEAL		
1939				12/24	AP 05/09/24 0000000	HUPP ELECTRIC MOTORS	2,999.43	05/28/24
						POOL PUMP MOTOR		
1939				12/24	AP 05/08/24 0000000	GRAINGER PARTS	77.12	05/28/24
						POOL PUMP SEALS		
1912				12/24	AP 04/16/24 0000000	TNEMEC COMPANY INC	247.16	05/28/24
						POOL PAINT		
1912				12/24	AP 04/12/24 0000000	TNEMEC COMPANY INC	247.16	05/28/24
						POOL PAINT		
					ACCOUNT TOTAL	3,574.77	.00	3,574.77
101-2280-423.72-72					OPERATING SUPPLIES / PRODUCTS FOR RESALE			
1898				12/24	AP 05/10/24 0000000	FINAL THURSDAY PRESS	34.80	05/28/24
						5 RUTH SUCKOW BOOKS		
						COUNTRY PEOPLE		
					ACCOUNT TOTAL	34.80	.00	34.80

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FUND 101 GENERAL FUND										
101-2280-423.72-73						OPERATING SUPPLIES / GROUNDS SUPPLIES				
1898				12/24	AP 05/20/24 0000000	WAPSIE PINES LAWN CARE/LANDSC	126.53		05/28/24	
						ANNUAL FLOWERS FOR HEARST GARDEN				
1898				12/24	AP 05/13/24 0000000	SIGNS & DESIGNS, INC.	95.00		05/28/24	
						SCULPTURE GARDEN SIGNS FOR TREES AND SCULPTURES				
						ACCOUNT TOTAL	221.53	.00	221.53	
101-2280-423.72-74 OPERATING SUPPLIES / SERVICE/VOLUNTEER SUPP.										
1946				12/24	AP 05/17/24 0000000	SYRACUSE UNIVERSITY	1,500.00		05/28/24	
						FINAL FEE, JAN-APR 2024 "EVERYDAY ART" EXHIBITION				
						ACCOUNT TOTAL	1,500.00	.00	1,500.00	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1898				12/24	AP 05/15/24 0000000	GUSE, CARTER	400.00		05/28/24	
						OUTDOOR CONCERT ON 6/6/24				
1898				12/24	AP 05/13/24 0000000	VESTIS	13.74		05/28/24	
						MAT SERVICE				
						ACCOUNT TOTAL	413.74	.00	413.74	
101-4511-414.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1918				12/24	AP 05/20/24 0000000	O'DONNELL ACE HARDWARE	17.98		05/28/24	
						ELECTRICAL TAPE-BLU				
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	2.03		05/28/24	
						LEGAL COPY PAPER				
						ACCOUNT TOTAL	20.01	.00	20.01	
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY										
1918				12/24	AP 05/10/24 0000000	VESTIS	7.25		05/28/24	
						TOWELS -STATION #2				
1918				12/24	AP 05/10/24 0000000	VESTIS	31.34		05/28/24	
						TOWELS&MATS-PSS BUILDING				
						ACCOUNT TOTAL	38.59	.00	38.59	
101-4511-414.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1918				12/24	AP 05/15/24 0000000	GALLS, LLC	439.18		05/28/24	
						17 SAFETY VESTS 5-XXL; 12-REG				
						ACCOUNT TOTAL	439.18	.00	439.18	

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FUND 101 GENERAL FUND										
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1918				12/24	AP 05/10/24 0000000	GALLS, LLC	172.91			05/28/24
1918				12/24	AP 05/09/24 0000000	COVER-ALL EMBROIDERY, INC.	15.00			05/28/24
1918				12/24	AP 04/16/24 0000000	WERTJES UNIFORMS	107.00			05/28/24
1918				12/24	AP 04/16/24 0000000	WERTJES UNIFORMS	108.30			05/28/24
1918				12/24	AP 04/15/24 0000000	WERTJES UNIFORMS	107.00			05/28/24
1918				12/24	AP 04/08/24 0000000	WERTJES UNIFORMS	297.50			05/28/24
1918				12/24	AP 04/02/24 0000000	WERTJES UNIFORMS	28.00			05/28/24
1918				12/24	AP 03/18/24 0000000	WERTJES UNIFORMS	65.55			05/28/24
						ACCOUNT TOTAL	901.26	.00	901.26	
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1903				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1.27			05/28/24
1917				12/24	AP 05/16/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	419.74			05/28/24
1918				12/24	AP 05/10/24 0000000	VESTIS	25.37			05/28/24
						ACCOUNT TOTAL	446.38	.00	446.38	
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1917				12/24	AP 05/13/24 0000000	MENARDS-CEDAR FALLS	2.99			05/28/24
1917				12/24	AP 05/09/24 0000000	MARTIN BROS.DISTRIBUTING	82.18			05/28/24
1917				12/24	AP 04/29/24 0000000	POLK'S LOCK SERVICE, INC.	5.00			05/28/24
						ACCOUNT TOTAL	90.17	.00	90.17	
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1917				12/24	AP 04/29/24 0000000	WERTJES UNIFORMS	225.00			05/28/24
1917				12/24	AP 03/13/24 0000000	WERTJES UNIFORMS	86.00			05/28/24
1917				12/24	AP 03/13/24 0000000	WERTJES UNIFORMS	44.99			05/28/24

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FUND 101 GENERAL FUND								
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT						continued		
ACCOUNT TOTAL						355.99	.00	355.99
101-5521-415.72-33 OPERATING SUPPLIES / POLICE AUXILIARY PROGRAM								
1917		12/24 AP		03/20/24	0000000 WERTJES UNIFORMS	462.54		05/28/24
					NEW RESERVE UNIFRM/EQUIP BRUNS-SHIRTS/CARGO PANT			
1917		12/24 AP		03/20/24	0000000 WERTJES UNIFORMS	850.20		05/28/24
					NEW RESERVE UNIFRM/EQUIP BRUNS-BOOT/JKT/GLOVE/BELT			
1917		12/24 AP		02/20/24	0000000 WERTJES UNIFORMS	836.05		05/28/24
					NEW RESERVE UNIFRM & EQUIP CLAYPOOL			
1917		12/24 AP		02/20/24	0000000 WERTJES UNIFORMS	159.95		05/28/24
					NEW RESERVE BOOTS, NAMEBAR CLAYPOOL			
ACCOUNT TOTAL						2,308.74	.00	2,308.74
101-5521-415.72-34 OPERATING SUPPLIES / COMM. SERV OFFICER PROG.								
1917		12/24 AP		02/15/24	0000000 WERTJES UNIFORMS	161.98		05/28/24
					2 CSO GREY JOB SHIRTS EMBROIDERED W/ CSO LOGO			
ACCOUNT TOTAL						161.98	.00	161.98
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)								
1917		12/24 AP		05/14/24	0000000 FAREWAY STORES INC. #190	29.50		05/28/24
					FBI LEEDA CLASS FOOD; GRANOLA BARS & WATER			
1917		12/24 AP		05/13/24	0000000 FAREWAY STORES INC. #190	38.47		05/28/24
					FBI LEEDA CLASS FOOD; FRUIT, GRANOLA BARS, DONUTS			
ACCOUNT TOTAL						67.97	.00	67.97
101-5521-415.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE								
1917		12/24 AP		04/29/24	0000000 WERTJES UNIFORMS	119.00		05/28/24
					UNIFRM ALLOW-BERTE 2 S/S SHIRTS W PATCHES			
1917		12/24 AP		04/23/24	0000000 WERTJES UNIFORMS	28.95		05/28/24
					HNR GRD UNIFRM - LADAGE ADD GOLD CPT STRIPE-ARM			
1917		12/24 AP		04/15/24	0000000 WERTJES UNIFORMS	59.50		05/28/24
					UNIFRM ALLOW-T.SMITH S/S SHIRT W PATCHES			
1917		12/24 AP		04/05/24	0000000 WERTJES UNIFORMS	301.30		05/28/24
					UNIFRM ALLOW-CREIGHTON PANTS/SHIRT W PATCHES SEW			
1917		12/24 AP		03/26/24	0000000 WERTJES UNIFORMS	176.00		05/28/24
					UNIFRM ALLOW; 2 PANTS LENOX			
1917		12/24 AP		03/13/24	0000000 WERTJES UNIFORMS	172.00		05/28/24
					UNIFORM ALLOW; HAISLET BOOTS, PATCHES SEW ON VEST			
ACCOUNT TOTAL						856.75	.00	856.75

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FUND 101 GENERAL FUND										
101-5521-425.81-20						PROFESSIONAL SERVICES / HUMANE SOCIETY				
1917				12/24	AP 05/06/24 0000000	CEDAR BEND HUMANE SOCIETY	4,510.00			05/28/24
						APRIL'24 ANIMAL SURRENDER				
						ACCOUNT TOTAL	4,510.00	.00	4,510.00	
101-6613-433.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1938				12/24	AP 05/21/24 0000000	STOKES WELDING	60.00			05/28/24
						CEMETERY CHAIN SAW				
1938				12/24	AP 05/17/24 0000000	OLESON SOD COMPANY	225.00			05/28/24
						CEMETERY WINTER GRAVES				
1938				12/24	AP 04/30/24 0000000	NAPA AUTO PARTS	128.49			05/28/24
						NAPA PARTS				
1938				12/24	AP 05/25/22 0000000	OLESON SOD COMPANY		60.00		05/28/24
						PALLET RETURN CREDIT				
						ACCOUNT TOTAL	413.49	60.00	353.49	
101-6616-446.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1939				12/24	AP 05/17/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	132.16			05/28/24
						SOAP				
						PROJECT#: 062507				
1939				12/24	AP 05/16/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	124.80			05/28/24
						NAPKIN DISPENSER				
						PROJECT#: 062506				
1939				12/24	AP 05/16/24 0000000	POLK'S LOCK SERVICE, INC.	23.00			05/28/24
						LUBRICANT AND KEYS				
						PROJECT#: 062503				
1939				12/24	AP 05/15/24 0000000	O'DONNELL ACE HARDWARE	2.85			05/28/24
						BOLTS				
						PROJECT#: 062514				
1939				12/24	AP 05/14/24 0000000	O'DONNELL ACE HARDWARE	62.37			05/28/24
						HOSE AND SPRAYER				
						PROJECT#: 062503				
1899				12/24	AP 05/10/24 0000000	CHRISTIE DOOR COMPANY	90.00			05/28/24
						DOOR REMOTES				
						PROJECT#: 062511				
1899				12/24	AP 05/10/24 0000000	SIGNS BY TOMORROW	212.25			05/28/24
						BRaille SIGNAGE				
						PROJECT#: 062511				
1939				12/24	AP 05/10/24 0000000	MENARDS-CEDAR FALLS	29.92			05/28/24
						HOOKS AND PULLS FOR ADA				
						PROJECT#: 062514				
1939				12/24	AP 05/09/24 0000000	MENARDS-CEDAR FALLS	46.82			05/28/24
						ELEC CORD USB ADAPTOR				
						CORD TIES, HOOKS				
						PROJECT#: 062511				
1899				12/24	AP 05/07/24 0000000	OFFICE EXPRESS OFFICE PRODUCT	1,067.96			05/28/24
						WIPERS, TISSUE, SOAP AND TOWELS				

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
PROJECT#:		062507							
1899		12/24 AP		05/07/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	46.24		05/28/24
						URINAL DEODORIZERS			
PROJECT#:		062503							
1939		12/24 AP		05/07/24	0000000	MENARDS-CEDAR FALLS	13.99		05/28/24
						TRIM BOARD			
PROJECT#:		062511							
1899		12/24 AP		05/02/24	0000000	ECHO GROUP, INC.	234.36		05/28/24
						EMERGENCY LIGHT BATTERIES			
PROJECT#:		062515							
1899		12/24 AP		05/01/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	56.90		05/28/24
						GLOVES			
PROJECT#:		062506							
1938		12/24 AP		04/30/24	0000000	NAPA AUTO PARTS	458.09		05/28/24
						NAPA PARTS			
1899		12/24 AP		04/26/24	0000000	NAGLE SIGNS INC.	135.00		05/28/24
						DECALS			
PROJECT#:		062506							
ACCOUNT TOTAL							2,736.71	.00	2,736.71
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1939		12/24 AP		05/20/24	0000000	BENTON BUILDING CENTER	4.13		05/28/24
						DOOR CHAIN			
PROJECT#:		062506							
1939		12/24 AP		05/20/24	0000000	BENTON BUILDING CENTER	267.25		05/28/24
						STORM DOOR LONE TREE RD			
PROJECT#:		062506							
1939		12/24 AP		05/16/24	0000000	O'DONNELL ACE HARDWARE	16.07		05/28/24
						GREASE AND FITTINGS			
PROJECT#:		062501							
1939		12/24 AP		05/15/24	0000000	BRECKE MECHANICAL CONTRACTORS	538.20		05/28/24
						HVAC SERVICE			
PROJECT#:		062501							
1939		12/24 AP		05/15/24	0000000	O'DONNELL ACE HARDWARE	22.38		05/28/24
						SINK DRAIN			
PROJECT#:		062514							
1939		12/24 AP		05/15/24	0000000	O'DONNELL ACE HARDWARE		19.69	05/28/24
						RETURN SINK DRAIN			
PROJECT#:		062514							
1939		12/24 AP		05/10/24	0000000	MENARDS-CEDAR FALLS	9.75		05/28/24
						SCREWS, TRIM BOARD			
PROJECT#:		062511							
1939		12/24 AP		05/09/24	0000000	MENARDS-CEDAR FALLS	189.88		05/28/24
						DEHUMIDIFIER			
PROJECT#:		062509							
1899		12/24 AP		05/03/24	0000000	MENARDS-CEDAR FALLS	29.68		05/28/24
						ELBOWS AND TRIM BOARD			

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FUND 101 GENERAL FUND									
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR						continued			
PROJECT#: 062503									
1899		12/24 AP		04/26/24	0000000	POLK'S LOCK SERVICE, INC.	685.00		05/28/24
DOOR EXIT DEVICE									
PROJECT#: 062503									
1899		12/24 AP		03/27/24	0000000	MENARDS-CEDAR FALLS	23.52		05/28/24
COUPLERS AND ELBOWS									
PROJECT#: 062503									
ACCOUNT TOTAL							1,785.86	19.69	1,766.17
101-6616-446.81-08 PROFESSIONAL SERVICES / PEST CONTROL									
1939		12/24 AP		05/09/24	0000000	PLUNKETT'S PEST CONTROL, INC	42.00		05/28/24
PEST CONTROL									
PROJECT#: 062506									
1899		12/24 AP		10/03/23	0000000	PLUNKETT'S PEST CONTROL, INC	16.05		05/28/24
PEST CONTROL									
PROJECT#: 062506									
ACCOUNT TOTAL							58.05	.00	58.05
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	164.50		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062503									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	212.00		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062501									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	117.00		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062505									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	164.50		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062511									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	117.00		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062515									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	164.50		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062507									
1939		12/24 AP		05/15/24	0000000	HAWKEYE ALARM & SIGNAL CO.	259.50		05/28/24
FIRE ALARM TESTING									
PROJECT#: 062506									
1939		12/24 AP		05/13/24	0000000	VESTIS	56.85		05/28/24
MAT AND TOWEL SERVICE									
PROJECT#: 062501									
1899		12/24 AP		05/10/24	0000000	VESTIS	134.80		05/28/24
MAT AND TOWELS SERVICE									

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FUND 101 GENERAL FUND									
101-6616-446.86-02 REPAIR & MAINTENANCE / BUILDINGS & GROUNDS						continued			
PROJECT#: 062506									
1939		12/24 AP		05/09/24	0000000	HAWKEYE ALARM & SIGNAL CO.	600.00		05/28/24
FIRE ALARM MONITORING									
PROJECT#: 062501									
1939		12/24 AP		05/08/24	0000000	NATIONAL ELEVATOR INSPECTION LIBRARY	85.00		05/28/24
ELEVATOR SERVICE									
PROJECT#: 062503									
1899		12/24 AP		05/02/24	0000000	PROSHIELD FIRE & SECURITY	159.75		05/28/24
FIRE EXTINGUISHER SERVICE									
PROJECT#: 062515									
1899		12/24 AP		05/01/24	0000000	AIRE SERV.OF THE CEDAR VALLEY	739.22		05/28/24
HVAC PREVENTATIVE MAINT.									
PROJECT#: 062505									
1939		12/24 AP		04/30/24	0000000	INTECONNEX	230.00		05/28/24
DOOR REPAIR									
PROJECT#: 062507									
ACCOUNT TOTAL							3,204.62	.00	3,204.62
101-6625-432.72-17 OPERATING SUPPLIES / UNIFORMS									
1919		12/24 AP		04/12/24	0000000	SERVICEWEAR APPAREL, INC.	14.24		05/28/24
UNIFORM-J LUZUM TEE									
ACCOUNT TOTAL							14.24	.00	14.24
101-6625-432.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1919		12/24 AP		04/10/24	0000000	R & R INDUSTRIES, INC.	74.08		05/28/24
HI-VIS UNIFORM JACKET-A RADEN									
ACCOUNT TOTAL							74.08	.00	74.08
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1938		12/24 AP		05/20/24	0000000	BENTON BUILDING CENTER	17.99		05/28/24
STATION 3 STORM DOOR									
1938		12/24 AP		05/20/24	0000000	CAMPBELL SUPPLY WATERLOO	219.00		05/28/24
CIRCULAR SAW									
1938		12/24 AP		05/20/24	0000000	STOKES WELDING	30.68		05/28/24
ARBORIST SAW PART									
1938		12/24 AP		05/17/24	0000000	DIAMOND VOGEL PAINT - #52	22.96		05/28/24
CLAY ST SHELTER PAINT									
1920		12/24 AP		05/14/24	0000000	MILLER FENCE CO., INC.	699.98		05/28/24
VETS PARKS FLAGS									
1920		12/24 AP		05/14/24	0000000	MILLER FENCE CO., INC.	99.99		05/28/24
PETER MELENDY FLAG									
1920		12/24 AP		05/14/24	0000000	ZIMCO SUPPLY CO.	112.00		05/28/24
PRE EMERGENT									

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FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1899				12/24 AP 05/13/24	0000000	O'DONNELL ACE HARDWARE	38.62		05/28/24
						REPAIR DRINKING FOUNTAIN			
						BIRDSALL CONCESSION			
1920				12/24 AP 05/13/24	0000000	MIDLAND CONCRETE PRODUCTS, LL	143.99		05/28/24
						WEED BARRIER FABRIC			
1920				12/24 AP 05/09/24	0000000	ZIMCO SUPPLY CO.	390.00		05/28/24
						GRASS SEED			
1920				12/24 AP 05/08/24	0000000	BENTON'S READY MIX CONCRETE,	507.50		05/28/24
						CONCRETE			
						HIAWATHIA DRIVE			
1920				12/24 AP 05/08/24	0000000	CONSOLIDATED ENERGY COMPANY	841.46		05/28/24
						FUEL CEMETERY COLLEGE ST			
1920				12/24 AP 05/08/24	0000000	CONSOLIDATED ENERGY COMPANY	241.47		05/28/24
						FUEL CEMETERY COLLEGE ST			
1899				12/24 AP 05/07/24	0000000	O'DONNELL ACE HARDWARE	29.67		05/28/24
						PIPE/HANGERS/COUPLER			
						WASHINGTON PARK BATHROOM			
1920				12/24 AP 05/07/24	0000000	BUILDERS SELECT LLC	26.94		05/28/24
						LUMBER			
1938				12/24 AP 05/07/24	0000000	NORTH AMERICAN SAFETY, INC	126.60		05/28/24
						HI VISION GEAR			
1899				12/24 AP 05/06/24	0000000	O'DONNELL ACE HARDWARE	32.07		05/28/24
						MAP-PRO GAS/ELBOW			
						WASHINGTON PARK BATHROOM			
1920				12/24 AP 05/06/24	0000000	MENARDS-CEDAR FALLS	226.88		05/28/24
						WELL TANK/CLAMP/VALVE			
						WASHINGTON PARK BATHROOM			
1938				12/24 AP 05/04/24	0000000	SERVICEWEAR APPAREL, INC.	338.56		05/28/24
						PARKS UNIFORMS			
1938				12/24 AP 04/30/24	0000000	NAPA AUTO PARTS	790.21		05/28/24
						NAPA PARTS			
						ACCOUNT TOTAL	4,936.57	.00	4,936.57
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1920				12/24 AP 05/03/24	0000000	COOLEY PUMPING, LLC	115.00		05/28/24
						PORTA POTTY EL DORADO			
						ACCOUNT TOTAL	115.00	.00	115.00
						FUND TOTAL	48,864.94	79.69	48,785.25
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1938				12/24 AP 05/13/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.19		05/28/24
						LABELING TAPE			
						ACCOUNT TOTAL	15.19	.00	15.19

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FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-16 OPERATING SUPPLIES / TOOLS										
1920		12/24 AP		05/14/24	0000000	GIERKE-ROBINSON COMPANY, INC.	25.45		05/28/24	
						KNEE BOARD				
1899		12/24 AP		05/09/24	0000000	O'DONNELL ACE HARDWARE	8.99		05/28/24	
						BIT				
						ACCOUNT TOTAL	34.44	.00	34.44	
206-6637-436.72-17 OPERATING SUPPLIES / UNIFORMS										
1938		12/24 AP		05/07/24	0000000	NORTH AMERICAN SAFETY, INC	126.60		05/28/24	
						HI VISION GEAR				
						ACCOUNT TOTAL	126.60	.00	126.60	
206-6637-436.72-54 OPERATING SUPPLIES / BUILDING SUPPLIES										
1920		12/24 AP		05/10/24	0000000	MENARDS-CEDAR FALLS	154.72		05/28/24	
						SCREWS/WD-40/DRILL BITS				
						ACCOUNT TOTAL	154.72	.00	154.72	
206-6637-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT										
1899		12/24 AP		05/13/24	0000000	CAMPBELL SUPPLY WATERLOO	996.00		05/28/24	
						HAMMER DRILLS/BLOWERS FOR				
						UTILITY TRUCKS				
						ACCOUNT TOTAL	996.00	.00	996.00	
206-6637-436.73-28 OTHER SUPPLIES / SIDEWALKS										
1920		12/24 AP		05/17/24	0000000	GIERKE-ROBINSON COMPANY, INC.	258.46		05/28/24	
						SIDEWALK ADA DOMES				
						ACCOUNT TOTAL	258.46	.00	258.46	
206-6637-436.73-32 OTHER SUPPLIES / STREETS										
1938		12/24 AP		05/20/24	0000000	BITUMINOUS MATERIALS & SUPPLY	2,093.05		05/28/24	
						SPRAY PATCHER				
1938		12/24 AP		05/15/24	0000000	BENTON'S READY MIX CONCRETE,	1,283.50		05/28/24	
						CFU PATCH				
						W 5TH STREET				
						PROJECT#: 062436				
1920		12/24 AP		05/14/24	0000000	BENTON'S READY MIX CONCRETE,	1,716.00		05/28/24	
						CFU PATCH				
						TREMONT ST				
						PROJECT#: 062436				
1920		12/24 AP		05/11/24	0000000	ASPRO, INC.	306.00		05/28/24	
						ASPHALT				
1899		12/24 AP		05/09/24	0000000	GIERKE-ROBINSON COMPANY, INC.	814.40		05/28/24	
						EXPANSTON JOINT				

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FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.73-32 OTHER SUPPLIES / STREETS						continued			
1899		12/24 AP		05/06/24	0000000 LOGAN CONTRACTORS SUPPLY, INC.	2,359.45		05/28/24	
					REBAR, DOWELS, STAKES CONCRETE REPAIRS				
1899		12/24 AP		05/04/24	0000000 ASPRO, INC.	183.19		05/28/24	
					ASPHALT TACK				
1899		12/24 AP		05/04/24	0000000 ASPRO, INC.	202.98		05/28/24	
					ASPHALT				
1938		12/24 AP		04/30/24	0000000 NAPA AUTO PARTS	3,500.74		05/28/24	
					NAPA PARTS				
		ACCOUNT TOTAL				12,459.31	.00	12,459.31	
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS									
1919		12/24 AP		05/16/24	0000000 PETERSON CONTRACTORS	552.52		05/28/24	
					3240-W 27TH STREET RECON				
		PROJECT#:		023240					
		ACCOUNT TOTAL				552.52	.00	552.52	
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1899		12/24 AP		05/07/24	0000000 O'DONNELL ACE HARDWARE	27.99		05/28/24	
					FUEL FOR GENERATOR				
1899		12/24 AP		05/02/24	0000000 ECHO GROUP, INC.	31.61		05/28/24	
					POW VERTICAL				
1899		12/24 AP		05/01/24	0000000 ECHO GROUP, INC.	310.20		05/28/24	
					CABLE TIES/TERMINALS CONNECTOR BOX				
1899		12/24 AP		04/30/24	0000000 O'DONNELL ACE HARDWARE	87.67		05/28/24	
					CFI OUTLET/COVER				
1938		12/24 AP		04/30/24	0000000 NAPA AUTO PARTS	3.49		05/28/24	
					NAPA PARTS				
1899		12/24 AP		04/29/24	0000000 MENARDS-CEDAR FALLS	50.31		05/28/24	
					MOUSE TRAPS/HORNET SPRAY				
		ACCOUNT TOTAL				511.27	.00	511.27	
206-6647-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
1899		12/24 AP		05/01/24	0000000 MOBOTREX, INC	4,900.00		05/28/24	
					BUS INTERFACE UNITS SIGNAL CABINET COMPONENTS				
1899		12/24 AP		04/30/24	0000000 MENARDS-CEDAR FALLS	1,349.70		05/28/24	
					FLOOD LIGHTS-ROUNDAABOUT LIGHTING UPGRADES				
		ACCOUNT TOTAL				6,249.70	.00	6,249.70	
		FUND TOTAL				21,358.21	.00	21,358.21	

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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				
1903		12/24 AP		05/17/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.76			05/28/24
					LEGAL COPY PAPER				
					ACCOUNT TOTAL	.76	.00	.76	
					FUND TOTAL	.76	.00	.76	
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.71-01					OFFICE SUPPLIES / OFFICE SUPPLIES				
1903		12/24 AP		05/17/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	.51			05/28/24
					LEGAL COPY PAPER				
					ACCOUNT TOTAL	.51	.00	.51	
223-2224-432.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1926		12/24 AP		04/30/24	0000000 IOWA NORTHLAND REGIONAL CO. O	1,356.77			05/28/24
					FFY23 AGENCY AWARDS APRIL EXPENSES				
					PROJECT#: 022250				
1926		12/24 AP		04/30/24	0000000 IOWA NORTHLAND REGIONAL CO. O	563.85			05/28/24
					FFY23 SINGLE FAMILY REHAB APRIL EXPENSES				
1926		12/24 AP		04/30/24	0000000 IOWA NORTHLAND REGIONAL CO. O	1,533.78			05/28/24
					FFY23 PLAN & REPORTS APRIL EXPENSES				
					ACCOUNT TOTAL	3,454.40	.00	3,454.40	
223-2224-432.89-59					MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT				
1926		12/24 AP		04/30/24	0000000 IOWA NORTHLAND REGIONAL CO. O	2,314.58			05/28/24
					FFY23 SANITARY SEWER APRIL EXPENSES				
					PROJECT#: 023325				
					ACCOUNT TOTAL	2,314.58	.00	2,314.58	
223-2234-432.81-01					PROFESSIONAL SERVICES / PROFESSIONAL SERVICES				
1926		12/24 AP		04/30/24	0000000 IOWA NORTHLAND REGIONAL CO. O	1,219.02			05/28/24
					FFY22 RENTAL REHAB APRIL EXPENSES				
					ACCOUNT TOTAL	1,219.02	.00	1,219.02	
					FUND TOTAL	6,988.51	.00	6,988.51	

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FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25				12/24 AP 05/16/24	0000000	STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON SCHMITT CONSTRUCTION CO.INC.,	38,951.73		05/28/24
1919				12/24 AP 05/13/24	0000000	3271-N CEDAR HEIGHTS PH2 SCHMITT CONSTRUCTION CO.INC.,	47,277.87		05/28/24
				PROJECT#:	023271				
1919				12/24 AP 05/13/24	0000000	3271-N CEDAR HEIGHTS PH1A SCHMITT CONSTRUCTION CO.INC.,	47,277.87		05/28/24
				PROJECT#:	023271				
				ACCOUNT TOTAL			86,229.60	.00	86,229.60
242-1240-431.92-44 STRUCTURE IMPROV & BLDGS / STREET RECONSTRUCTION									
1937				12/24 AP 05/17/24	0000000	PETERSON CONTRACTORS	665.00		05/28/24
				PROJECT#:	023299				
				ACCOUNT TOTAL			665.00	.00	665.00
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1937				12/24 AP 05/20/24	0000000	PETERSON CONTRACTORS	96,777.11		05/28/24
				PROJECT#:	023283				
				ACCOUNT TOTAL			96,777.11	.00	96,777.11
				FUND TOTAL			183,671.71	.00	183,671.71
FUND 254 CABLE TV FUND									
254-1088-431.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1946				12/24 AP 05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.43		05/28/24
				PROJECT#:					
1903				12/24 AP 05/17/24	0000000	LETTER OPENERS/POST-ITS WITE OUT	1.28		05/28/24
				PROJECT#:					
1903				12/24 AP 05/17/24	0000000	BLACK GEL PENS OFFICE EXPRESS OFFICE PRODUCT	1.02		05/28/24
				PROJECT#:					
				ACCOUNT TOTAL			3.73	.00	3.73
				FUND TOTAL			3.73	.00	3.73

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FUND 258 PARKING FUND									
258-5531-435.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1946				12/24 AP 05/23/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.89		05/28/24
						LETTER OPENERS/POST-ITS WITE OUT			
1903				12/24 AP 05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.80		05/28/24
						BLACK GEL PENS			
1903				12/24 AP 05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	.76		05/28/24
						LEGAL COPY PAPER			
						ACCOUNT TOTAL	2.45	.00	2.45
258-5531-435.81-22 PROFESSIONAL SERVICES / PARKING STUDY									
1903				12/24 AP 05/15/24	0000000	FISHBECK THROUGH 05/10/24	6,456.45		05/28/24
						PARKING STUDY			
						ACCOUNT TOTAL	6,456.45	.00	6,456.45
						FUND TOTAL	6,458.90	.00	6,458.90
FUND 261 TOURISM & VISITORS									
261-2291-423.72-99 OPERATING SUPPLIES / POSTAGE									
1934				12/24 AP 05/16/24	0000000	PROFESSIONAL OFFICE SERVICES	521.56		05/28/24
						MAY TRAVEL IA LEADS VG MAILING 404 PIECES			
						PROJECT#: 032432			
						ACCOUNT TOTAL	521.56	.00	521.56
261-2291-423.73-53 OTHER SUPPLIES / WEBSITE/CRM									
1934				12/24 AP 05/15/24	0000000	SPINUTECH WEB DESIGN, INC. LOGO UPDATES	387.50		05/28/24
						ACCOUNT TOTAL	387.50	.00	387.50
261-2291-423.73-55 OTHER SUPPLIES / MEDIA									
1934				12/24 AP 05/15/24	0000000	UNI ALUMNI ASSOCIATION (UNIAA) MONTHLY NEWSLETTER AD JULY2023-JUN2024	3,000.00		05/28/24
						ACCOUNT TOTAL	3,000.00	.00	3,000.00
261-2291-423.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS									
1934				12/24 AP 05/21/24	0000000	CEDAR VALLEY TRAILS PARTNERSH ANNUAL MEMBERSHIP 2024	50.00		05/28/24
1934				12/24 AP 05/18/24	0000000	IOWA NATURAL HERITAGE FOUND. BIRD FRIENDLY APPLICATION	100.00		05/28/24
						ACCOUNT TOTAL	150.00	.00	150.00

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FUND 261 TOURISM & VISITORS								
261-2291-1934		423.85	23 UTILITIES / BUILDING MAINTENANCE					
	12/24	AP	05/10/24	0000000	VESTIS MAT SERVICE	7.80		05/28/24
ACCOUNT TOTAL						7.80	.00	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS								
261-2291-1934		12/24	AP	05/13/24	0000000	178.00		05/28/24
					SIGNS BY TOMORROW UPDATE LOGO DECAL ON VAN			
ACCOUNT TOTAL						178.00	.00	178.00
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS								
261-2291-1934		12/24	AP	05/06/24	0000000	1,000.00		05/28/24
					61ST IOWA SQUARE DANCE CONVEN APRIL 2024 CONFERENCE			
ACCOUNT TOTAL						1,000.00	.00	1,000.00
261-2291-423.88-47 OUTSIDE AGENCIES / ECONOMIC DEVEL GRANTS								
261-2291-1903		12/24	AP	05/20/24	0000000	1,650.00		05/28/24
					COLLEGE HILL PARTNERSHIP 2ND 1/2 PAYMENT FOR FY24			
ACCOUNT TOTAL						1,650.00	.00	1,650.00
261-2291-423.89-94 MISCELLANEOUS SERVICES / SPECIAL PROJECTS								
261-2291-1934		12/24	AP	05/02/24	0000000	388.50		05/28/24
					WOOLVERTON PRINTING CO. MAP PADS			
					PROJECT#: 032372			
261-2291-1934		12/24	AP	05/02/24	0000000	1,366.00		05/28/24
					WOOLVERTON PRINTING CO. BOOKLETS			
					PROJECT#: 032372			
ACCOUNT TOTAL						1,754.50	.00	1,754.50
FUND TOTAL						8,649.36	.00	8,649.36
FUND 262 SENIOR SERVICES & COMM CT								
FUND 291 POLICE FORFEITURE FUND								
FUND 292 POLICE RETIREMENT FUND								

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GROUP	PO	ACCTG	----	TRANSACTION	----				
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
									POST DT
FUND 293						FIRE RETIREMENT FUND			
FUND 294						LIBRARY RESERVE			
FUND 295						SOFTBALL PLAYER CAPITAL			
FUND 296						GOLF CAPITAL			
FUND 297						REC FACILITIES CAPITAL			
FUND 298						HEARST CAPITAL			
FUND 311						DEBT SERVICE FUND			
FUND 402						WASHINGTON PARK FUND			
FUND 404						FEMA			
FUND 405						FLOOD RESERVE FUND			
405-1220-431.98-43						CAPITAL PROJECTS / CEDAR RIVER REC IMPROVE			
1919		12/24	AP	05/20/24	0000000	PETERSON CONTRACTORS	40,997.06		05/28/24
						3290-CEDAR RIVER REC			
PROJECT#:					023290				
1926		12/24	AP	04/30/24	0000000	IOWA NORTHLAND REGIONAL CO. O	1,470.38		05/28/24
						3290-CEDAR RIVER REC			
PROJECT#:					023290	APRIL EXPENSES			
						ACCOUNT TOTAL	42,467.44	.00	42,467.44
						FUND TOTAL	42,467.44	.00	42,467.44
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			
1919		12/24	AP	05/13/24	0000000	SCHMITT CONSTRUCTION CO.INC.,	163,638.85		05/28/24
						3271-N CEDAR HEIGHTS PH1A			
PROJECT#:					023271	SANITARY THRU 5/15/24			
						ACCOUNT TOTAL	163,638.85	.00	163,638.85
410-1220-431.96-78						SEWER BOND PROJECTS / NUTRIENT REMOV/FAC PLAN			
1943		12/24	AP	05/09/24	0000000	STRAND ASSOCIATES, INC.	32,321.40		05/28/24
						PLANT UPGRADES SERVICES			
PROJECT#:					023322	04/01/24-04/30/24			
						ACCOUNT TOTAL	32,321.40	.00	32,321.40
410-1220-431.96-82						HOME & COMMUNITY ENVIRON / SEWER BOND PROJECTS			
1919		12/24	AP	05/20/24	0000000	PETERSON CONTRACTORS	38,000.00		05/28/24
						3182-OAK PARK SEWER			
PROJECT#:					023182				
						ACCOUNT TOTAL	38,000.00	.00	38,000.00

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FUND 410 CORONAVIRUS LOCAL RELIEF									
410-1220-1937	431.96-88			12/24 AP 05/20/24	0000000	SEWER BOND PROJECTS / MAIN ST. SEWER & STMWATER PETERSON CONTRACTORS	277,269.84		05/28/24
				3283-MAIN ST RECONSTRUCT		ARPA			
PROJECT#:				023283					
ACCOUNT TOTAL							277,269.84	0.00	277,269.84
FUND TOTAL							511,230.09	0.00	511,230.09
FUND 430 TIF BOND									
430-1220-1937	431.97-82			12/24 AP 05/17/24	0000000	TIF BOND PROJECTS / STREETScape MAINTENANCE OWEN CONTRACTING INC.	6,433.40		05/28/24
				3242-DWNTWN STREETS SCP II					
PROJECT#:				023242					
ACCOUNT TOTAL							6,433.40	0.00	6,433.40
FUND TOTAL							6,433.40	0.00	6,433.40
FUND 431 2014 BOND									
FUND 432 2003 BOND									
FUND 433 2001 TIF									
FUND 434 2024 BOND									
FUND 435 1999 TIF									
FUND 436 2012 BOND									
FUND 437 2018 BOND									
FUND 438 2020 BOND FUND									
FUND 439 2022 BOND FUND									
FUND 443 CAPITAL PROJECTS									
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									

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GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE	
								POST DT ----	
FUND 551 REFUSE FUND									
551-6685-436.72-17 OPERATING SUPPLIES / UNIFORMS									
1938		12/24 AP	05/07/24	0000000	NORTH AMERICAN SAFETY, INC	126.60		05/28/24	
					HI VISION GEAR				
ACCOUNT TOTAL						126.60	.00	126.60	
551-6685-436.72-19 OPERATING SUPPLIES / PRINTING									
1920		12/24 AP	05/17/24	0000000	SIGNS BY TOMORROW	150.00		05/28/24	
					CARDBOARD DUMPSTER SIGNS				
ACCOUNT TOTAL						150.00	.00	150.00	
551-6685-436.73-01 OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES									
1899		12/24 AP	05/09/24	0000000	O'DONNELL ACE HARDWARE	.82		05/28/24	
					NUTS & BOLTS				
1920		12/24 AP	05/06/24	0000000	MENARDS-CEDAR FALLS	23.43		05/28/24	
					HINGE/BIT HLDR/CLIP/ADPTR				
					TRANSFER TRAILER				
ACCOUNT TOTAL						24.25	.00	24.25	
551-6685-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1938		12/24 AP	04/30/24	0000000	NAPA AUTO PARTS	592.23		05/28/24	
					NAPA PARTS				
ACCOUNT TOTAL						592.23	.00	592.23	
551-6685-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1899		12/24 AP	05/08/24	0000000	CHRISTIE DOOR COMPANY	1,640.00		05/28/24	
					OVERHEAD DOOR REPAIR				
					BLUFF STREET				
ACCOUNT TOTAL						1,640.00	.00	1,640.00	
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN									
1920		12/24 AP	05/14/24	0000000	MIDWEST ELECTRONIC RECOVERY	588.85		05/28/24	
					ELECTRONIC RECYCLING				
1920		12/24 AP	05/04/24	0000000	LIBERTY TIRE RECYCLING, LLC	1,974.48		05/28/24	
					SCRAP TIRE RECYCLING				
ACCOUNT TOTAL						2,563.33	.00	2,563.33	
FUND TOTAL						5,096.41	.00	5,096.41	

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 552 SEWER RENTAL FUND									
552-6665-436.72-05 OPERATING SUPPLIES / GAS & OIL									
1943		12/24	AP	05/09/24	0000000	O'DONNELL ACE HARDWARE	66.96		05/28/24
						MOWER AND TRIMMER FUEL			
ACCOUNT TOTAL							66.96	.00	66.96
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS									
1943		12/24	AP	05/01/24	0000000	FASTENAL COMPANY	106.50		05/28/24
						SELF TAPPING SCREWS			
ACCOUNT TOTAL							106.50	.00	106.50
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS									
1938		12/24	AP	05/07/24	0000000	NORTH AMERICAN SAFETY, INC	63.30		05/28/24
						HI VISION GEAR			
ACCOUNT TOTAL							63.30	.00	63.30
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES									
1943		12/24	AP	05/13/24	0000000	CAMPBELL SUPPLY WATERLOO	86.90		05/28/24
						VERSAFLO BREATHING TUBES			
1943		12/24	AP	05/13/24	0000000	CAMPBELL SUPPLY WATERLOO	69.48		05/28/24
						SAFETY GLASSES			
ACCOUNT TOTAL							156.38	.00	156.38
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1943		12/24	AP	05/15/24	0000000	HUPP ELECTRIC MOTORS	3,427.23		05/28/24
						SAMPLER PUMP RAW			
1943		12/24	AP	05/09/24	0000000	ELLIOTT EQUIPMENT CO.	4,138.77		05/28/24
						VIDEO OVERLAY CORD			
1943		12/24	AP	05/09/24	0000000	GRAYBAR	294.63		05/28/24
						SCADA ELECTRONICS			
1938		12/24	AP	04/30/24	0000000	NAPA AUTO PARTS	1,250.35		05/28/24
						NAPA PARTS			
1943		12/24	AP	04/29/24	0000000	VAN METER, INC.	359.01		05/28/24
						UV SYSTEM FUSES			
ACCOUNT TOTAL							9,469.99	.00	9,469.99
552-6665-436.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1943		12/24	AP	05/15/24	0000000	MENARDS-CEDAR FALLS	282.63		05/28/24
						RUBBER ROOFING			
						STORMWATER SUPPLIES			
ACCOUNT TOTAL							282.63	.00	282.63

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FUND 552 SEWER RENTAL FUND										
552-6665-436.74-05						SEWER SUPPLIES / OPER EQUIP-COLLECTIONS SY				
1943				12/24	AP 05/13/24 0000000	MID-IOWA SOLID WASTE EQUIPMEN	432.20			05/28/24
						NOZZLE JETS				
1943				12/24	AP 05/10/24 0000000	MID-IOWA SOLID WASTE EQUIPMEN	432.22			05/28/24
						HYDRO TIGER TAILS				
						ACCOUNT TOTAL	864.42	.00	864.42	
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS										
552-6665-436.74-06						SEWER SUPPLIES / BLDG & GR - LIFT STATIONS				
1943				12/24	AP 04/29/24 0000000	VAN METER, INC.	11.06			05/28/24
						FUSES				
						ACCOUNT TOTAL	11.06	.00	11.06	
552-6665-436.74-13 SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY										
552-6665-436.74-13						SEWER SUPPLIES / PW REPAIR EQUIP & SUPPLY				
1938				12/24	AP 05/20/24 0000000	CRITEX LLC	174.00			05/28/24
						MR MANHOLE				
1938				12/24	AP 05/16/24 0000000	BENTON'S READY MIX CONCRETE,	858.00			05/28/24
						ALVARADO BOXOUTS				
1920				12/24	AP 05/10/24 0000000	BENTON'S READY MIX CONCRETE,	819.00			05/28/24
						QUESADA MANHOLES				
1920				12/24	AP 05/09/24 0000000	MENARDS-CEDAR FALLS	54.98			05/28/24
						SCREWS-BOX OUT EXPANSION				
1920				12/24	AP 05/06/24 0000000	MENARDS-CEDAR FALLS	33.30			05/28/24
						BAG CONCRETE-MANHOLE RISE				
1899				12/24	AP 05/03/24 0000000	BENTON'S READY MIX CONCRETE,	609.00			05/28/24
						KAEL TRAIL BOXOUTS				
1938				12/24	AP 05/03/24 0000000	RINKER MATERIALS	1,272.00			05/28/24
						GASKETS/CONES				
						UNIVERSITY AND HUDSON				
						ACCOUNT TOTAL	3,820.28	.00	3,820.28	
552-6665-436.82-04 COMMUNICATION / RADIO										
552-6665-436.82-04						COMMUNICATION / RADIO				
1943				12/24	AP 05/09/24 0000000	O'DONNELL ACE HARDWARE	189.99			05/28/24
						RADIO UPS				
						ACCOUNT TOTAL	189.99	.00	189.99	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS										
552-6665-436.86-12						REPAIR & MAINTENANCE / TOWELS				
1943				12/24	AP 05/13/24 0000000	VESTIS	34.46			05/28/24
						TOWELS AND MOPS				
						ACCOUNT TOTAL	34.46	.00	34.46	
552 6665 436.86 33 REPAIR & MAINTENANCE / SLUDGE REMOVAL										

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FUND 552 SEWER RENTAL FUND									
552-6665-1943	436.86-33	REPAIR & MAINTENANCE		12/24	AP 05/16/24 0000000	2,067.21		05/28/24	
		SLUDGE PUMP TRUNNIONS			WASTECORP.PUMPS LLC.				
									continued
					ACCOUNT TOTAL	2,067.21	.00	2,067.21	
552-6665-1943 436.86-62 REPAIR & MAINTENANCE / SAN SEW-MANHOLE/SPOT REP									
552-6665-1943	436.86-62	REPAIR & MAINTENANCE		12/24	AP 05/14/24 0000000	239.70		05/28/24	
		MANHOLE PICKS			GIERKE-ROBINSON COMPANY, INC.				
					ACCOUNT TOTAL	239.70	.00	239.70	
					FUND TOTAL	17,372.88	.00	17,372.88	
FUND 553 2004 SEWER BOND									
FUND 555 STORM WATER UTILITY									
555-6630-1938	432.73-34	OTHER SUPPLIES		12/24	AP 05/16/24 0000000	278.75		05/28/24	
		BIRDSALL/ BARNETT INTAKE			BENTON'S READY MIX CONCRETE,				
1920		SEALANT/CONCRETE MIX		12/24	AP 05/15/24 0000000	189.80		05/28/24	
		238 BIT			O'DONNELL ACE HARDWARE				
1920		SEALANT/CONCRETE MIX		12/24	AP 05/15/24 0000000	12.69		05/28/24	
		238 BIT			O'DONNELL ACE HARDWARE				
1899		INTAKE AT 5TH AND TREMONT		12/24	AP 05/06/24 0000000	609.00		05/28/24	
		INTAKE AT 5TH AND TREMONT			BENTON'S READY MIX CONCRETE,				
1899		INTAKE AT 5TH AND TREMONT		12/24	AP 05/03/24 0000000	285.00		05/28/24	
		INTAKE AT 5TH AND TREMONT			BENTON'S READY MIX CONCRETE,				
					ACCOUNT TOTAL	1,375.24	.00	1,375.24	
555-6630-1919 432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS									
555-6630-1919	432.92-01	STRUCTURE IMPROV & BLDGS		12/24	AP 05/09/24 0000000	1,166.79		05/28/24	
		STRAND ASSOCIATES, INC.			STRAND ASSOCIATES, INC.				
		PROJECT#: 023306			01/01-04/30/24				
1919		PROJECT#: 023306		12/24	AP 05/08/24 0000000	2,707.55		05/28/24	
		PROJECT#: 023215			AECOM TECHNICAL SERVICES, INC				
1919		PROJECT#: 023215		12/24	AP 04/30/24 0000000	1,059.83		05/28/24	
		PROJECT#: 023306			IOWA NORTHLAND REGIONAL CO. O				
		PROJECT#: 023306			APRIL EXPENSES				
					ACCOUNT TOTAL	4,934.17	.00	4,934.17	
					FUND TOTAL	6,309.41	.00	6,309.41	

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FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES				
1903		12/24	AP	05/17/24	0000000	OFFICE EXPRESS OFFICE PRODUCT LEGAL COPY PAPER	.76			05/28/24
						ACCOUNT TOTAL	.76	.00	.76	
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1946		12/24	AP	05/22/24	0000000	GORDON FLESCH COMPANY COPIER FLEET SUPPORT	771.75			05/28/24
						ACCOUNT TOTAL	771.75	.00	771.75	
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS										
1946		12/24	AP	05/22/24	0000000	HEARTLAND BUSINESS SYSTEMS LL O365 MONTH SUBSC-MAY	6,003.10			05/28/24
						ACCOUNT TOTAL	6,003.10	.00	6,003.10	
606-1078-441.93-01 EQUIPMENT / EQUIPMENT										
1903		12/24	AP	05/15/24	0000000	STRICTLY TECHNOLOGY, LLC POINT OF SALE PC BRACKETS THE FALLS	150.00			05/28/24
1903		12/24	AP	04/30/24	0000000	STRICTLY TECHNOLOGY, LLC POINT OF SALE PC DOCKS THE FALLS	907.50			05/28/24
1903		12/24	AP	04/17/24	0000000	STRICTLY TECHNOLOGY, LLC POINT OF SALE PCS-FALLS	8,597.70			05/28/24
						ACCOUNT TOTAL	9,655.20	.00	9,655.20	
						FUND TOTAL	16,430.81	.00	16,430.81	
FUND 680 HEALTH INSURANCE FUND										
FUND 681 HEALTH SEVERANCE										
FUND 682 HEALTH INSURANCE - FIRE										
FUND 685 VEHICLE MAINTENANCE FUND										
685-6698-446.72-05						OPERATING SUPPLIES / GAS & OIL				
1938		12/24	AP	05/14/24	0000000	NORTHLAND PRODUCTS CO. FILTER DRUM SERVICE	78.50			05/28/24
1938		12/24	AP	05/10/24	0000000	SIGNS BY TOMORROW DECALS FOR FUEL PUMPS PER IOWA CODE	54.00			05/28/24
1938		12/24	AP	05/08/24	0000000	NEXUS CORPORATION	39,852.60			05/28/24
1938		12/24	AP	04/30/24	0000000	AIRGAS USA, LLC	100.58			05/28/24
1938		12/24	AP	04/30/24	0000000	WELDING GAS NAPA AUTO PARTS	940.68			05/28/24

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NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL						continued			
		NAPA PARTS							
1939		12/24	AP	04/29/24	0000000	NEW CENTURY FS	237.50		05/28/24
		DEF TANK FILL 2200 TECH							
ACCOUNT TOTAL							41,263.86	.00	41,263.86
685-6698-446.72-17 OPERATING SUPPLIES / UNIFORMS									
1938		12/24	AP	05/07/24	0000000	NORTH AMERICAN SAFETY, INC	63.30		05/28/24
		HI VISION GEAR							
1938		12/24	AP	05/04/24	0000000	SERVICEWEAR APPAREL, INC.	115.37		05/28/24
		VEHICLE MAINT UNIFORMS							
ACCOUNT TOTAL							178.67	.00	178.67
685-6698-446.73-04 OTHER SUPPLIES / VEHICLE SUPPLIES									
1939		12/24	AP	05/10/24	0000000	KEITH MFG. CO.	242.75		05/28/24
		HYDRAULIC LINES #383							
1939		12/24	AP	05/08/24	0000000	AIR CLEANING TECHNOLOGIES, IN	639.75		05/28/24
		PLYMOUNT ADAPTERS							
1938		12/24	AP	04/30/24	0000000	NAPA AUTO PARTS	35,173.29		05/28/24
		NAPA PARTS							
ACCOUNT TOTAL							36,055.79	.00	36,055.79
685-6698-446.86-04 REPAIR & MAINTENANCE / RADIO & COMMUNICATIONS									
1939		12/24	AP	04/29/24	0000000	PRECISE MRM LLC	1,140.00		05/28/24
		AVL CELL CHARGES							
ACCOUNT TOTAL							1,140.00	.00	1,140.00
685-6698-446.86-15 REPAIR & MAINTENANCE / TIRE REPAIRS									
1939		12/24	AP	05/15/24	0000000	D & D TIRE INC.	1,300.00		05/28/24
		#344 REAR TIRES							
ACCOUNT TOTAL							1,300.00	.00	1,300.00
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY									
1939		12/24	AP	05/09/24	0000000	MURPHY TRACTOR & EQUIPMENT CO	494.34		05/28/24
		#20201 IGNITION ISSUE							
1939		12/24	AP	05/09/24	0000000	WITHAM AUTO CENTERS	141.70		05/28/24
		AD05							
ACCOUNT TOTAL							636.04	.00	636.04

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FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-1939	446.92-01			12/24 AP 05/10/24	0000000	BLDGS / STRUCTURE IMPROV & BLDGS HAWKEYE SHEET METAL, INC. EXTERIOR METAL-OIL STORAGE STORAGE EXPANSION	16,390.00		05/28/24
PROJECT#: 062386									
685-6698-1920	446.92-01			12/24 AP 05/09/24	0000000	MENARDS-CEDAR FALLS HEADER BOARDS	35.60		05/28/24
PROJECT#: 062386									
ACCOUNT TOTAL							16,425.60	.00	16,425.60
685-6698-446.93-04 EQUIPMENT / REFURBISH VEHICLES									
685-6698-1939				12/24 AP 05/22/24	0000000	C & C WELDING & SANDBLASTING REPAIRED RUSTED STEPS #280	450.06		05/28/24
ACCOUNT TOTAL							450.06	.00	450.06
FUND TOTAL							97,450.02	.00	97,450.02
FUND 686 PAYROLL FUND									
FUND 687 WORKERS COMPENSATION FUND									
FUND 688 LTD INSURANCE FUND									
688-1902-1946	457.51-03			12/24 AP 05/23/24	0000000	INSURANCE / LTD INSURANCE MADISON NATIONAL LIFE INS.CO. LTD-JUNE 2024	4,331.14		05/28/24
ACCOUNT TOTAL							4,331.14	.00	4,331.14
688-1902-457.51-04 INSURANCE / LIFE INSURANCE									
688-1902-1946				12/24 AP 05/23/24	0000000	MADISON NATIONAL LIFE INS.CO. GROUP LIFE AD/D-JUNE 2024	2,770.17		05/28/24
ACCOUNT TOTAL							2,770.17	.00	2,770.17
FUND TOTAL							7,101.31	.00	7,101.31
FUND 689 LIABILITY INSURANCE FUND									
689-1902-1939	457.51-05			12/24 AP 04/25/24	0000000	INSURANCE / LIABILITY INSURANCE COFFMAN'S BODY SHOP PD16 REPAIRS-FRONT END DAMAGE	1,837.66		05/28/24
ACCOUNT TOTAL							1,837.66	.00	1,837.66
FUND TOTAL							1,837.66	.00	1,837.66

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NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 724 TRUST & AGENCY									
724-0000-487.50-06						TRANSFERS OUT / TRANSFERS-SSMID COLL HILL			
1903		12/24 AP		05/20/24	0000000	COLLEGE HILL PARTNERSHIP	15,521.02	05/28/24	
						PROPERTY TAX PAYMENT			
						ACCOUNT TOTAL	15,521.02	.00	15,521.02
						FUND TOTAL	15,521.02	.00	15,521.02
FUND 727 GREENWOOD CEMETERY P-CARE									
FUND 728 FAIRVIEW CEMETERY P-CARE									
FUND 729 HILLSIDE CEMETERY P-CARE									
FUND 790 FLOOD LEVY									
						GRAND TOTAL	1,003,246.57	79.69	1,003,166.88