



AGENDA
CITY OF CEDAR FALLS, IOWA
CITY COUNCIL MEETING
MONDAY, MARCH 04, 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 February 19, 2024.

Agenda Revisions

Special Presentations

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

Staff Updates

Special Order of Business

1. Public hearing on the proposed plans, specifications, form of contract & estimate of cost for the 2024 Street Restoration Project.
 - a) Receive and file proof of publication of notice of hearing. (Notice published 02/24/2024)
 - b) Written communications filed with the City Clerk.
 - c) Staff comments.
 - d) Public comments.
 - e) Resolution approving and adopting the plans, specifications, form of contract & estimate of cost for the 2024 Street Restoration Project.

Old Business

2. Pass Ordinance #3049, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative to the Cemetery Section, upon its third & final consideration.
3. Pass Ordinance #3050, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of West 27th Street, upon its third & final 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.)

4. Receive and file the City Council Standing Committee minutes of February 19, 2024 relative to the following items:
 - a) Railroad Crossing Elimination (RCE) Grant Application 2024 – Potential regional application:

Cedar Falls, Butler County, & Shell Rock.

b) Budget Presentation.

5. Approve the application of Casey's #4553, 1525 W. Ridgeway Avenue, for a cigarette/tobacco/nicotine/vapor permit.
6. Approve the following applications for retail alcohol licenses:
 - a) Deringer's Public Parlor, 314 ½ Main Street, Class C retail alcohol - renewal.
 - b) The Stuffed Olive and Roxxy, 314-316 Main Street, Class C retail alcohol & outdoor service - renewal.
 - c) Hillstreet News & Tobacco, 2217 College Street, Class E retail alcohol - renewal.
 - d) Kwik Star, 2019 College Street, Class B retail alcohol - change in ownership.
 - e) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - change in ownership.
 - f) Kwik Star, 7500 Nordic Drive, Class B retail alcohol - change in ownership.
 - g) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - change in ownership.
 - h) Patton, 317 Main Street, Class C retail alcohol - new.
 - i) Casey's, 1525 West Ridgeway Avenue, Class E retail alcohol - new.

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

7. Resolution Calendar with items considered separately.
8. Resolution approving local match for Housing Trust Fund program in the amount of \$2,620.00.
9. Resolution in support of a grant application to the Iowa Arts Council relative to Hearst Center cultural programs.
10. Resolution approving and authorizing execution of a Sponsorship Agreement with Brad Jacobson relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
11. Resolution approving and authorizing execution of a Sponsorship Agreement with Brent Dahlstrom relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
12. Resolution approving and authorizing execution of a Sponsorship Agreement with Cedar Valley Arboretum at Hawkeye Community College relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
13. Resolution approving and authorizing execution of a Sponsorship Agreement with Cedar Valley Dental Associates relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
14. Resolution approving and authorizing execution of a Sponsorship Agreement with College Hill Partnership relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
15. Resolution approving and authorizing execution of a Sponsorship Agreement with Community Bank & Trust relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
16. Resolution approving and authorizing execution of a Sponsorship Agreement with First Bank relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
17. Resolution approving and authorizing execution of a Sponsorship Agreement with GreenState Credit Union relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
18. Resolution approving and authorizing execution of a Sponsorship Agreement with Hansen's Dairy relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
19. Resolution approving and authorizing execution of a Sponsorship Agreement with Hy-Vee relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project

- [20.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with JCAM Properties LLC, relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [21.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with John Deere relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [22.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with Martin Bros. relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [23.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with Peters Construction Corp. relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [24.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with SCHEELS relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [25.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with Soifer Family McDonald's relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [26.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with Structure Real Estate relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [27.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with The Brass Tap relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [28.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with the University of Northern Iowa relative to relative to TC mascots for the Panthers on Parade Project.
- [29.](#) Resolution approving and authorizing execution of a sponsorship agreement with UNITE Credit Union relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [30.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with Urban Pie relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Project.
- [31.](#) Resolution approving and authorizing execution of a sponsorship agreement with Veridian Credit Union relative to relative to TC mascots for the Panthers on Parade Project.
- [32.](#) Resolution approving and authorizing execution of a sponsorship agreement with Western Home Communities relative to TC mascots for the Panthers on Parade Project.
- [33.](#) Resolution approving and authorizing execution of a Sponsorship Agreement with Witham Auto relative to Panthers on Parade Sponsorship for the TC mascots Panthers on Parade Community Pride Project.
- [34.](#) Resolution approving and authorizing execution of a Temporary Encroachment Agreement with the College Hill Neighborhood Association d/b/a College Hill Partnership relative to TC mascots for the Panthers on Parade Project.
- [35.](#) Resolution approving and authorizing execution of a Temporary Encroachment Agreement with Community Bank & Trust relative to TC mascots for the Panthers on Parade Project.
- [36.](#) Resolution approving and authorizing execution of a Temporary Encroachment Agreement with Structure Real Estate relative to TC mascots for the Panthers on Parade Project.
- [37.](#) Resolution approving and authorizing execution of a Temporary Encroachment Agreement with Burtis Core, Inc., d/b/a The Brass Tap relative to TC mascots for the Panthers on Parade Project.
- [38.](#) Resolution approving and authorizing execution of a Planned Residential (RP) Zoning District Development Procedures Agreement for Panther West with Panther Farms, LLC

relative to 54.79 Acres of land located North of Aldrich Elementary School and South of West Greenhill Road.

- [39.](#) Resolution approving and authorizing submission of a Swift Current Mitigation Grant application to Iowa Department of Homeland Security and Emergency Management (IDHSEM) for hazard mitigation relative to purchasing repetitive loss (RL) and severe repetitive loss (SRL) properties in northern Cedar Falls.
- [40.](#) Resolution approving the Certificate of Completion and accepting the work of Boulder Contracting, LLC for the 2023 Sidewalk Assessment Project, Zone 1.
- [41.](#) Resolution approving the Final Statement of Expenditures for the 2023 Sidewalk Assessment Project, Zone 1.
- [42.](#) Resolution setting March 18, 2024 as the date of public hearing to consider entering into an Agreement for Private Development, and to consider conveyance of city-owned real estate to Blackhawk Properties, LLC.
- [43.](#) Resolution setting March 18, 2024 as the date of public hearing on the proposed amendments to Chapter 26, Zoning, of the Code of Ordinances relative to the City's floodplain regulations.

Allow Bills and Claims

- [44.](#) Allow Bills and Claims for March 4, 2024.

Council Updates and Announcements

Council Referrals

- [45.](#) Refer to Committee of the Whole discussion or City Council an ordinance to change the speed limit on Center Street between Lone Tree Road and Clair Street to be a continuous 25 mph.
- [46.](#) Refer to Committee of the Whole discussion on regular Council Meetings be held on Tuesdays.

Adjournment

**CITY HALL
CEDAR FALLS, IOWA, FEBRUARY 19, 2024
REGULAR MEETING, CITY COUNCIL
MAYOR DANIEL LAUDICK PRESIDING**

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

54634 - It was moved by Kruse and seconded by Crisman that the minutes of the Regular Meeting of February 5, 2024 be approved as presented and ordered of record. Motion carried unanimously.

54635 - The following individuals spoke in support of and requested City Council pass a resolution demanding an immediate and permanent ceasefire in Gaza:

Erica Rissi, Cedar Valley
Charlie Grove, Waterloo
Xandra, Cedar Falls
Jason Droste, Cedar Falls
Whitney Rissi, Waterloo
Sam, Cedar Falls
Nic Tripp, Cedar Falls
Bella, Cedar Falls
Amelia Gotera, Cedar Falls
Archer, Cedar Falls
Sonja Bock, Cedar Falls Human Rights Commission Chair

The following individuals spoke in support of saving The Space:

Xandra, Cedar Falls
Whitney Rissi, Waterloo
Sam, Cedar Falls
Amelia Gotera, Cedar Falls
Sonja Bock, Cedar Falls

Bob Manning, Cedar Falls, commented on housing in the College Hill area that is in disrepair and provided documents to Councilmembers. Manning also commented on potential revisions to the Conflict-of-Interest Form.

Following comments by Mayor Laudick, Councilmembers Dunn and Schultz, and UNI Student Liaison Noah Hackbart, Mayor announced a brief recess from 7:50 PM to 7:55 PM.

54636 - Director of Finance & Business Operations Rodenbeck announced two parking meetings being held at the Public Library on February 26, 2024 at 6 PM and February 27, 2024 at 1:30 PM and invited the public to participate in a survey regarding the Downtown Parking Feasibility Study. Mayor Laudick commented.

Director of Public Works Schrage provided an update on upcoming construction on Main Street from 12th Street through 18th Street starting this spring and responded to a question by Councilmember Schultz.

- 54637 - Mayor Laudick announced that in accordance with the public notice of February 10, 2024, this was the time and place for a public hearing to consider entering into an Amended and Restated Agreement for Private Development with CV Commercial, L.L.C. 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.
- 54638 - The Mayor then asked if there were any written communications filed to the proposed agreement. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. Economic Development Coordinator Graham provided a summary of the proposed agreement. Following a question by Councilmember Schultz and response by Graham, the Mayor declared the hearing closed and passed to the next order of business.
- 54639 - It was moved by Crisman and seconded by Latta that Resolution #23,496, approving and authorizing execution of an Amended and Restated Agreement for Private Development with CV Commercial, L.L.C, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion Carried. The Mayor then declared Resolution #23,496 duly passed and adopted.
- 54640 - Mayor Laudick announced that in accordance with the public notice of February 10, 2024, this was the time and place for a public hearing on the proposed plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project Phase 2. It was then moved by Latta and seconded by Kruse that the proof of publication of notice of hearing be received and placed on file. Motion carried unanimously.
- 54641 - The Mayor then asked if there were any written communications filed to the proposed project. Upon being advised that there were no written communications on file, the Mayor then called for oral comments. City Engineer Wicke provided a summary of the proposed project. There being no one else present wishing to speak about the proposed project, the Mayor declared the hearing closed and passed to the next order of business.
- 54642 - It was moved by Ganfield and seconded by Hawbaker that Resolution #23,497, approving and adopting the plans, specifications, form of contract & estimate of cost for the North Cedar Heights Area Reconstruction Project Phase 2, be adopted. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay:

None. Motion Carried. The Mayor then declared Resolution #23,497 duly passed and adopted.

54643 - Mayor announced that this was the time and place for a hearing on the proposed condemnation of property located at 109 East 2nd Street. Building Official Castle provided an update on the property and gave a brief presentation. Following comments and a presentation by Kendalle Alquwaie, Executor of the Estate, and Mayor Laudick, the Mayor declared the hearing closed and passed to the next order of business.

54644- It was moved by Latta and seconded by Schultz that Resolution #23,498, declaring the property located at 109 East 2nd Street to be a nuisance due to being structurally unsafe, a fire hazard, or otherwise dangerous to human life and health, and ordering abatement of said nuisance by removal, repair or demolition of said property and requiring the owner of said property to abate said nuisance or submit a viable plan by March 18, 2024, be adopted. Following comments and questions by Councilmembers Crisman, Schultz, Latta, Kruse, and Hawbaker, and responses by Building Official Castle, Director of Community Development Sheetz and Mayor Laudick, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolution #23,498 duly passed and adopted.

54645 - It was moved by Kruse and seconded by Latta that Ordinance #3047, imposing the one percent local sales and services tax within the City of Cedar Falls and allocating the revenue derived therefrom, be passed upon its third and final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Ordinance #3047 duly passed and adopted.

54646 - It was moved by Latta and seconded by Schultz that the rules requiring Ordinance #3048 be considered at three separate meetings, be suspended. Following a comment by Councilmember Latta, the motion carried unanimously.

It was then moved by Kruse and seconded by Schultz that Ordinance #3048, amending the Zoning Map located North of Aldrich Elementary School and South of West Greenhill Road from R-1, Residential District & MU, Mixed Use Residential to RP, Planned Residence District, be passed upon its third & final consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. The Mayor then declared Ordinance #3048 duly passed and adopted.

54647 - It was moved by Crisman and seconded by Ganfield that Ordinance #3049, amending Chapter 17, Parks and Recreation, of the Code of Ordinances relative

to the Cemetery Section, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54648 - It was moved by Ganfield and seconded by Latta that Ordinance #3050, amending Chapter 23, Traffic and Motor Vehicle, of the Code of Ordinances relative to the speed limit on certain portions of West 27th Street, be passed upon its second consideration. Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

54649 - It was moved by Ganfield and seconded by Crisman that the following items on the Consent Calendar be received, filed, and approved:

Receive and file the City Council Standing Committee minutes of February 5, 2024 relative to the following items:

- a) City Council Training Update.
- b) Hearst Project Update.

Receive and file the 2023 Annual Reports of the Planning & Zoning Commission, Board of Adjustment, Historic Preservation Commission, Group Rental Committee/Board of Rental Housing Appeals, Housing Commission and Bicycle & Pedestrian Advisory Committee.

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

- a) Gina Weekley, Human Rights Commission.

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

- a) Waste Water Treatment Plant Operator II.

Approve the application of Casey's #4279, 1620 W 1st St, for a cigarette/tobacco/nicotine/vapor permit.

Approve the following applications for retail alcohol licenses:

- a) Asian Fusion Vietnamese and Thai Cuisine, 5725 University Avenue, Special Class C retail alcohol - renewal.
- b) Cottonwood Canyon, 419 Washington Street, Special Class C retail alcohol & outdoor service - renewal.
- c) The Wine Shop, 305 Main Street, Special Class C retail alcohol & outdoor service - renewal.
- d) Chad's Pizza & Restaurant, 909 West 23rd Street, Class C retail alcohol - renewal.
- e) Sakura Japanese Steakhouse & Sushi Bar, 5719 University Avenue, Class C retail alcohol - renewal.
- f) Casey's, 1620 West 1st Street, Class E retail alcohol - new.

Motion carried unanimously.

- 54650 - It was moved by Kruse and seconded by Schultz to approve the following recommendations of the Mayor relative to the appointment of members to Boards and Commissions:
 - a) Gordon Sorensen, Planning & Zoning Commission, term ending 11/01/2025.
 - b) Maureen Henderson, Planning & Zoning Commission, term ending 11/01/2026.
 - c) Brent Johnson, Planning & Zoning Commission, term ending 11/01/2028.

Following comments by Councilmembers Schultz and Crisman, and Mayor Laudick, the motion carried unanimously.

- 54651 - It was moved by Kruse and seconded by Latta that the following resolutions be introduced and adopted:

Resolution #23,499, approving and authorizing execution of a Water Service Territory Transfer Agreement with Iowa Regional Utilities Association (IRUA) relative to water service rights affecting properties along South Union Road.

Resolution #23,500, approving and authorizing execution of an Addendum of a Master Service Agreement with IP Pathways, LLC, relative to providing support services.

Resolution #23,501, approving and authorizing execution of an Agreement with Professional Lawn Care, a/k/a ProLawn, relative to yard maintenance services for private properties in violation with City of Cedar Falls Ordinances.

Resolution #23,502, approving and authorizing expenditure of funds for the purchase of a solid waste transfer trailer for the Public Works Department.

Resolution #23,503, approving and accepting Completion and Final Acceptance of Work of Owen Contracting, Inc. for the Lake Street Trail Project.

Resolution #23,504, receiving and filing, and setting March 4, 2024 as the date of public hearing on, the proposed plans, specification, form of contract & estimate of cost for the 2024 Street Restoration Project.

Resolution #23,505, setting April 1, 2024 as the date of the public hearing on the proposed property tax rate and creating a proposed property tax rate for the City of Cedar Falls FY2025 Budget.

Following due consideration by the Council, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried. The Mayor then declared Resolutions #23,499 through #23,505 duly passed and adopted.

- 54652 - It was moved by Ganfield and seconded by Kruse that Resolution #23,506, designating July 5 and July 6, 2024 (9 a.m.-10 p.m.) as additional days of use for consumer fireworks within the City limits, be adopted. Following comments by

Mayor Laudick and Director of Public Safety Berte, questions and comments by Councilmembers Ganfield, Latta, Schultz, Dunn, Hawbaker, Kruse, and Crisman, and responses by Berte and Police Chief Howard, the Mayor put the question on the motion and upon call of the roll, the following named Councilmembers voted. Aye: Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: Schultz. Motion carried. The Mayor then declared Resolution #23,506 duly passed and adopted.

- 54653 - It was moved by Crisman and seconded by Schultz that the bills and claims of February 19, 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.
- 54654 - It was moved by Crisman and seconded by Latta to adjourn to Executive Session to discuss Information contained in records in the custody of a governmental body that are confidential records pursuant to Iowa Code Section 22.7(50); and to discuss Property Acquisition per Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Upon call of the roll, the following named Councilmembers voted. Aye: Schultz, Latta, Kruse, Hawbaker, Ganfield, Crisman, Dunn. Nay: None. Motion carried.

The City Council adjourned to Executive Session at 8:55 P.M.

Mayor Laudick reconvened the Council meeting at 9:43 P.M.

- 54655 - It was moved by Ganfield and seconded by Hawbaker that the meeting be adjourned at 9:44 P.M. Motion carried unanimously.

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Benjamin Claypool, Principal Engineer, PE, PhD

DATE: February 23, 2024

SUBJECT: 2024 Street Restoration Project
City Project Number: RC-000-3337
Public Hearing

This project involves the restoration of portions of six (6) city streets totaling 1.54 miles. Work will include 11,345 sy of pavement removal by milling, 5322 tons of asphalt placement, 7,038 lf of pavement saw cutting, replacement of pedestrian ramps, modifications to existing storm sewer intakes, manhole adjustments, and pavement striping.

The total estimated cost for the construction of this project is \$1,563,165.25. The project will be funded by Local Option Sales Tax, Street Construction Fund, and General Obligation Bond.

The Engineering Division of the Public Works Department recommends approving the Plans, Specifications, and Estimate of Costs and Quantities for the 2024 Street Restoration Project.

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

**2024 STREET RESTORATION PROJECT
CITY PROJECT NO. RC - 000 - 3337
FINAL ESTIMATE OF COSTS & QUANTITIES**

ITEM #	ITEM CODE	DESCRIPTION	UNIT	PRICE	QUANTITY	TOTAL COST
1	2010-108-D-3	OFF-SITE TOPSOIL	C.Y.	\$ 35.00	62	\$ 2,170.00
2	2010-108-E-0	EXCAVATION, CLASS 10, ROADWAY, WASTE	C.Y.	\$ 20.00	75	\$ 1,500.00
3	2121.03.B	GRANULAR SHOULDER, TYPE A (HMA MILLINGS)	TONS	\$ 25.00	147	\$ 3,675.00
4	6010-108-B-0	INTAKE, TYPE B TOP	EACH	\$ 3,000.00	1	\$ 3,000.00
5	6010-108-B-0	INTAKE, TYPE C TOP	EACH	\$ 3,000.00	1	\$ 3,000.00
6	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR (MR. MANHOLE)	EACH	\$ 5,000.00	2	\$ 10,000.00
7	6010-108-H-0	REMOVAL OF STORM MANHOLES AND INTAKES	EACH	\$ 750.00	2	\$ 1,500.00
8	7010-108-E-0	CURB, PCC 7 IN., 2.0 FT. WIDTH, TYPE "C" CLASS III	L.F.	\$ 100.00	178	\$ 17,800.00
9	7020-108-A-0	HMA, (ST), SURF., 1/2", PG58-28S	TONS	\$ 160.00	2661	\$ 425,760.00
10	7020-108-A-0	HMA, (ST), BASE., 3/4", PG58-28S	TONS	\$ 160.00	2661	\$ 425,760.00
11	7030-108-A-0	REMOVAL OF SIDEWALK	S.Y.	\$ 30.00	65	\$ 1,950.00
12	7030-108-E-0	SIDEWALK, P.C.C., 4 IN., CLASS "C"	S.Y.	\$ 100.00	37	\$ 3,700.00
13	7030-108-E-0	SIDEWALK, P.C.C., 6 IN., CLASS "C"	S.Y.	\$ 100.00	28	\$ 2,800.00
14	7030-108-G-0	DETECTABLE WARNINGS	S.F.	\$ 70.00	48	\$ 3,360.00
15	7040-108-G-0	MILLING	S.Y.	\$ 42.00	11345	\$ 476,490.00
16	7040-108-I-0	CURB AND GUTTER REMOVAL	L.F.	\$ 30.00	178	\$ 5,340.00
17	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA.	\$ 90.00	44	\$ 3,996.00
18	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EACH	\$ 80.00	2	\$ 160.00
19	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	L.S.	\$ 30,000.00	1	\$ 30,000.00
20	9010-108-B-0	SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING	S.F.	\$ 1.25	3281	\$ 4,101.25
21	9040-108-A-2	STORMWATER POLLUTION PREVENTION PLAN (SWPPP), MANAGEMENT	L.S.	\$ 5,000.00	1	\$ 5,000.00
22	9040-108-D-1A	WATTLES, 9IN. STRAW	L.F.	\$ 3.00	20	\$ 60.00
23	9040-108-D-2A	WATTLES, MAINTENANCE AND REMOVAL	L.F.	\$ 1.00	20	\$ 20.00
24	9040-108-T-1	INLET PROTECTION DEVICE, INSTALLATION	EACH	\$ 150.00	1	\$ 150.00
25	9040-108-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EACH	\$ 50.00	1	\$ 50.00
26	11020-108-A-0	MOBILIZATION	L.S.	\$ 70,000.00	1	\$ 70,000.00
27	11050-108-A-0	CONCRETE WASHOUT	L.S.	\$ 2,000.00	1	\$ 2,000.00
28	11050-108-A-0	SAW AND SEAL JOINTS	L.F.	\$ 8.50	7038	\$ 59,823.00
					TOTAL PROJECT ESTIMATE	\$1,563,165.25



MEMORANDUM

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

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

TO: Honorable Mayor Danny Laudick and City Council
FROM: Brian Heath, Oper./Maint. Division Manager *BH*
DATE: January 22, 2024
SUBJECT: Cemetery Ordinance and Columbarium Addition

Please find attached for consideration proposed changes to Chapter 17, Division 3. CEMETERY SECTION of the City Ordinance. The proposed modifications include new language and rules for columbarium options along with several language changes that reflect current law and operating procedures for the City's three municipal cemeteries. Additional modifications include relocating several Sections of Division 3 to the Cemetery Regulations document, which is being done to allow better control and communications between the cemetery supervisor, monument contractors and funeral service providers.

Please feel free to contact me if you have questions.

CC: Chase Schrage, Public Works Director

Att.

- CODE OF ORDINANCES
Chapter 17 - PARKS AND RECREATION
ARTICLE II. - ARBORIST AND CEMETERY SECTIONS
DIVISION 3, CEMETERY SECTION

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A REVISED CEMETERY SECTION OF THE CODE OF ORDINANCES BY REPEALING DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CEMETERY SECTION, CONSISTING OF SECTIONS 17-75 THROUGH 17-98, INCLUSIVE.

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

Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 3, Cemetery Section, consisting of Sections 17-75 through 17-98 is enacted in lieu thereof, as follows:

DIVISION 3. CEMETERY SECTION

Sec. 17-75. Cemetery supervisor appointment; supervision.

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to, and subject to the direction of, the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Commented [KR1]: Minor wording changes for clarification.

Sec. 17-76. Duties of cemetery supervisor.

The supervisor of cemeteries shall:

- (1) Develop and update regulations consistent with this division concerning all municipal cemeteries located in the city. Such regulations are subject to approval by the council and shall be made available to the public.
- (2) See that the cemetery ordinances and regulations are enforced.
- (3) Perform such other duties as are required by ordinances and regulations and as the council and operations and maintenance division manager may direct.
- (4) Do all proper acts necessary to maintain the cemetery grounds in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Commented [KR2]: Significantly reworked to reflect current practice.

Sec. 17-77. Authority of cemetery supervisor to control location of markers and monuments.

The supervisor of cemeteries shall control and direct the location of all markers, columbarium and monuments within municipal cemeteries located in the city.

(Code 2017, § 20-108; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR3]: Significantly reworked to authorize cemetery supervisor to regulate installations.

Sec. 17-78. Cemeteries renamed.

The cemetery formerly known as Old Cemetery is hereby named Greenwood Cemetery and the cemetery formerly known as Twelfth Street Cemetery is hereby named Fairview Cemetery.

(Code 2017, § 20-109; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR4]: No change.

Sec. 17-79. Applicability of cemetery ordinances and regulations.

The provisions of this division and the amendments thereto and all other ordinances and regulations of the city relating to Greenwood Cemetery shall, except as otherwise provided, apply to any and all other cemeteries which are owned, operated or controlled by the city.

(Code 2017, § 20-110; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR5]: Minor wording change for clarification.

Sec. 17-80. Disposition of monies received by cemetery supervisor.

All monies received by the cemetery supervisor under the ordinances and regulations of this division shall be paid over to the city clerk within 30 days after the receipt thereof. The clerk shall then deposit such monies with the treasurer.

(Code 2017, § 20-111; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR6]: Same.

Sec. 17-81. Burial in cemetery required.

The remains of all persons, when such remains are buried in the city, except those that are cremated, shall be buried in either Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery or other cemeteries established by the city.

(Code 2017, § 20-112; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR7]: Same.

Sec. 17-82. Hours of cemeteries.

The cemeteries subject to this division shall be open to the public each day from sunrise to sunset, and no person shall enter such cemeteries at any other time without the consent of the cemetery supervisor or public safety services department.

(Code 2017, § 20-113; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR8]: Same.

Sec. 17-83. Operation of perpetual care cemeteries.

Commented [KR9]: Same.

- (a) *Trusteeship.* Pursuant to Iowa Code § 5231.502, the city hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery, and any other cemeteries hereafter established by the city.
- (b) *Establishment of trust fund.* A perpetual trust is hereby established for Greenwood Cemetery, Hillside Cemetery and Fairview Cemetery in accordance with the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than 20 percent of the gross selling price, or \$50.00, whichever is more, for each sale of interment space within each cemetery. The fund shall be administered in accordance with the purposes and provisions of the Iowa Cemetery Act (Iowa Code ch. 5231). The perpetual care cemetery fund shall be maintained separate from all operating funds of the city and the principal of the fund shall not be reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.
- (c) *Sale of interment rights.* The sale or transfer by the city of interment rights for lots and cremains niches in each cemetery subject to the provisions of this division shall be sold at such price as the council may, from time to time, provide by resolution, subject, however, to the provisions of subsection (b) of this section, and shall be evidenced by a certificate of interment rights and agreement evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund, and the balance thereof to be placed in the city's general fund.
- (d) *Perpetual care registry.* The city shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund of the city.

(Code 2017, § 20-114; Ord. No. 2876, § 1, 8-15-2016)

Sec. 17-84. Interment Rights.

Commented [KR10]: Former 17-84 was eliminated because it was repetitive of other sections and also referred to assessment of cemetery lots which the City does not do. New 17-84 is completely new because the ordinance did not delineate exactly what interment rights are, which has led to problems over the years.

- (a) *Interment.* A person acquires interment rights upon city approval of an interment agreement, payment of the required fee, and issuance of a certificate of interment rights. Such person shall be considered owner of an interment space with rights to be interred in or to direct interment in the interment space, subject to the ordinances and cemetery regulations of the city. Only those persons whose names appear in the cemetery records of the city shall be recognized as owner.
- (b) *No subdivision.* Interment spaces shall not be subdivided except by consent of the cemetery supervisor.
- (c) *Taxes, assessments.* Interment spaces are exempt from taxation and may not be pledged or otherwise encumbered by the owner.
- (d) *Surviving spouse; heirs.* Rights of interment are presumed to include the surviving spouse of the owner, which rights may not be divested without the written consent of said surviving spouse. For purposes of this subsection a surviving spouse does not include a person divorced from the owner or whose marriage has been annulled as of the date of death of the owner. If there is no surviving spouse at the time of the owner's death, or upon the death of the surviving spouse, indivisible rights of interment shall then pass to heirs at law of the deceased owner in the order of their need, subject to the vested right of interment in the interment space of the deceased owner and surviving spouse. Any heir may waive rights to interment in favor of another heir or heirs by filing a written instrument to that effect with the city clerk.

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- (e) *Joint interment rights.* Where a right of interment is conveyed to two or more persons who are not married, such owners shall be considered as joint tenants with each joint tenant having a vested right of interment. Upon the death of a joint tenant the right of interment vests in all surviving joint tenants, subject to the vested right of interment in the interment space of the deceased joint tenant.
- (f) *Transfer of rights of interment.* Transfer of rights of interment may be made by written instrument filed with the city clerk, and surrender of the owner's certificate of interment rights, subject to approval of the cemetery supervisor. No transfer shall be allowed if there is indebtedness owed to the city from the owner of record of the interment space. An additional interment fee as provided in section 17-83 shall be paid with any transfer, and upon payment of the requisite fee a new certificate of interment rights shall be issued to the new owner. Such transfer of interment rights shall be noted in the perpetual care registry.
- (g) *Termination of interment rights.*
- (1) Interment rights may be surrendered by the owner upon written instrument filed with the city clerk. A refund of the purchase price, without interest, shall be paid to the surrendering owner.
 - (2) Interment rights of an owner shall be deemed terminated upon transfer of such interment rights.
 - (3) Interment rights shall be terminated and shall automatically revert to and vest with the city if an interment space is unoccupied and has not been occupied in the preceding 75 years. Notice of termination shall be provided to the owner of record or the owner's heirs as provided by law.
 - (4) Interment rights to an interment space may be terminated and revert to and vest with the city upon disinterment, unless contrary written notice is provided to the city clerk by an owner, surviving spouse, or heirs within 90 days of such disinterment.

Sec. 17-85. Interments.

- (a) *Application.*
- (1) An application for interment must be made to the cemetery supervisor in the form specified in the cemetery regulations.
 - (2) An application for interment shall in all cases be accompanied by the fee, to be fixed as provided in section 17-83.
 - (3) No interment shall be allowed without an approved application and payment of the requisite fee.
 - (4) Interment is allowed only in designated interment spaces within municipal cemeteries.
- (b) *Prerequisites to issuance of permit.* The city clerk shall not issue a permit for interment unless sufficient information has been provided to the cemetery supervisor to ensure correct location of interment as well as the method of interment and also to ensure that city standards are met with respect to the burial receptacle or urn.
- (c) *Unauthorized interment prohibited.* The owner of an interment space shall not permit interments to be made therein for remuneration and shall not permit interments to be made except as provided in this division.
- (d) *Interment in interment space of another.* The cemetery supervisor is strictly forbidden to permit the interment of any person in the interment space of someone other than the owner or surviving spouse without the express written permission of the owner or the owner's surviving spouse, or their heirs.
- (e) *Incorrect information.* The city shall not be responsible for any error occurring from the lack of precise and correct instructions on an interment permit application and shall not be responsible for the identity of any deceased person sought to be interred.

(Code 2017, § 20-116; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2876, § 2, 8-15-2016)

Commented [KR11]: Substantial changes made to conform to other changes and to reflect current law. Also, much of this section was moved to the regulations.

Sec. 17-86. Care of cemetery lots.

No person, other than the owner or the owner's spouse, heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot or niche, and such care shall be subject to cemetery regulations.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Commented [KR12]: Substantial changes were made to again eliminate references to assessments which the City does not do.

Sec. 17-87. Removal of remains from cemeteries.

A notice of disinterment shall be filed with the cemetery supervisor prior to disinterment and is subject to the same fees as for interment, except to correct an error by the city. Such notice shall contain information as required by the cemetery supervisor. Disinterment is otherwise subject to state law. The clerk shall maintain a permanent record of disinterments.

(Code 2017, § 20-118; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR13]: Substantially modified to reflect current state law.

Sec. 17-88. Cemetery work; license required.

- (a) *Cemetery work defined.* For purposes of this division, cemetery work means construction, placement, maintenance or repair of a foundation, monument, marker or other structure, or performing engraving, or adding adornments, in a cemetery subject to this division.
- (b) *No cemetery work without a license.* No person shall perform cemetery work without first obtaining a license from the cemetery supervisor and paying the required fee as established by the city council from time to time.
- (c) *Cemetery license application.* The application for a cemetery license shall be in a form prescribed by the cemetery supervisor and shall include information reasonably calculated to determine the appropriateness of granting a license, including but not limited to satisfactory evidence of ability to properly perform cemetery work. The cemetery supervisor shall determine whether a cemetery license shall be issued.

Commented [KR14]: New 17-88 is completely new to reflect the new license system.

Sec. 17-89. Cemetery work bond; insurance.

- (a) *Bond.* Each applicant for a cemetery license shall file with the city clerk a bond with a surety approved by the cemetery supervisor in the penal sum of \$10,000.00, conditioned that applicant will comply with and observe the terms and conditions of all cemetery ordinances and regulations, and will pay all costs, fines and penalties incurred on account of failure to observe such ordinances and regulations. Further, such bond shall be conditioned on the performance of cemetery work in a good and workmanlike manner.
- (b) *Insurance.* All cemetery licensees shall provide proof of and maintain commercial general liability insurance having a minimum combined single limit of \$1,000,000.00.

Commented [KR15]: New 17-89 is completely new to reflect the new license system.

Sec. 17-90. Revocation of cemetery license.

Commented [KR16]: New 17-90 is completely new to implement the new license system.

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- (a) A cemetery license granted under this division shall be revoked if the cemetery licensee does or allows to be done any of the following:
- (1) Fails to comply with all cemetery ordinances and regulations.
 - (2) Fails to furnish proof of or maintain the bond or insurance required by this division.
 - (3) Fails to provide timely advance notice to the cemetery supervisor or designee of cemetery work as required by this division.
 - (4) Refuses to allow or resists an inspection of cemetery work by any authorized agent of the city.
 - (5) Furnishes false information on the license application or other documents required under this division.
 - (6) Fails to correct defective work or materials after notice by the cemetery supervisor.
 - (7) Fails to pay fees or costs of repair or removal of a defective foundation, monument or marker installed or repaired by the licensee and corrected by the city.
 - (8) Fails to pay for damage done to interment spaces, plots, walks, drives, grounds, trees, shrubs or other cemetery property by a licensee or agent after notice and demand therefore.
- (b) Upon the occurrence of any of the events described in subsection (a) of this section, the city clerk shall provide to the cemetery licensee written notice of revocation of the cemetery license, and the cemetery licensee shall thereupon immediately cease to perform cemetery work.
- (c) The cemetery licensee may appeal revocation of the cemetery license by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. During the pendency of the appeal, the cemetery licensee shall not be allowed to perform cemetery work.
- (d) Upon receipt of the appeal, the city clerk shall notify the chair of the administration committee of the city council of the appeal, and a hearing before the administration committee shall be scheduled within 20 days of the date of the notice of appeal. The cemetery licensee shall be notified in writing of the time and place of hearing on the appeal and shall be afforded an opportunity to present information to the administration committee in support of the appeal. The administration committee shall also consider any information provided by the cemetery supervisor. The administration committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the cemetery license with or without condition. The decision of the administration committee shall be final.

Sec. 17-91. Notice of cemetery work; inspection; defective work.

Commented [KR17]: Reworked to better define cemetery licensee obligations.

- (a) *Notice of cemetery work.* Before any cemetery work is commenced, a cemetery licensee shall provide the cemetery supervisor at least ten days advance notice.
- (b) *Plans and specifications.* The cemetery supervisor may require written plans and specifications of such cemetery work prior to commencement.
- (c) *Inspection; correcting defective work.* The cemetery supervisor has the right to inspect cemetery work and if the determination is made that cemetery ordinances or regulations are or were not being followed or if the workmanship results in instability or other defect, or if approved plans and specifications were not followed, the cemetery supervisor may order the work to stop until the defect is corrected, which may include removal and reinstallation by the licensee. The actual monument, marker or other adornment intended for installation is also subject to inspection and approval prior to installation.

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- (d) *Defect found within one year.* If a marker or monument sinks, tilts or becomes misaligned, or if cemetery work or material is otherwise found to be defective within one year from completion of cemetery work, such defective work or material shall be corrected by the licensee at licensee's cost upon written notice by the cemetery supervisor. Such notice shall specify the nature of the defective work or material.

Sec. 17-92. Cemetery markers and monuments—Repair or removal of unsightly markers and monuments.

- (a) *Notice to owner.* Following one year after installation, should any monument, marker or other adornment in a cemetery begin leaning, become dilapidated, unsightly or objectionable to the cemetery supervisor, the city clerk shall notify the owner by mail, if the owner's address is known, to make such repairs as may be necessary, or to replace the monument, marker or other adornment, within 30 days from the date of mailing of such notice. At the expiration of such time, if the notice has not been complied with, or if the owner is not known or cannot reasonably be located or ascertained, it shall be the duty of the cemetery supervisor to enter upon and cause such repairs to be made, or such objectionable thing to be removed. The supervisor shall report the cost to the clerk, and the cost of such repair or removal shall be assessed against such owner, if known, or surviving spouse or heirs.
- (b) *Repair by city at owner's request.* At the request of an owner of an interment space, the cemetery supervisor may make needed repairs to any marker or monument and render a bill to the owner for the cost of the repairs. If such bill is not paid within a reasonable time after billing, the city may pursue collection by any lawful means.
- (c) *Vandalism.* The City is not responsible for damage to or defacement of markers, monuments or other adornments, or interment spaces, caused by acts of vandalism. In such case the cemetery supervisor shall notify the owner as provided in this section within sixty days of discovery of such vandalism, and the owner shall be responsible for repair or replacement as also provided in this section.

(Code 2017, § 20-124; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR18]: Former Sections 17-88, 17-89, 17-90, 17-91, & 17-92 were moved to the regulations. Only clarifying changes were made to new Section 17-92. Also, the Iowa Code now requires that the City specify responsibility for repairing vandalism.

Sec. 17-93. Columbarium.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
 - (1) *Columbarium.* An aboveground structure owned by the city and located in city cemeteries that contains cremains niches.
 - (2) *Niche or cremains niche.* A compartment within a columbarium for the storage of funerary urns that are available to the public for interment as provided in this division.
 - (3) *Funerary Urn.* A container holding the cremated remains of a deceased person.
- (b) *Funerary urn or urn.* A funerary urn shall be of a material and of a size suitable for placement in a niche within a columbarium. Unsuitable funerary urns may be rejected by the cemetery supervisor at the cemetery supervisor's discretion.
- (c) *Niche plate.* Cremains niches shall be enclosed with a niche plate provided by the City and shall be sealed in a manner directed by the cemetery supervisor. No attachments to a niche plate shall be allowed other than standard identifying bronze plaques provided and affixed by the City. However, military medallions may be attached to a niche plate as approved by the cemetery supervisor and affixed by the city.

Commented [KR19]: This is a new section to provide for columbarium which will be constructed by the City.

- (d) *Disinurnment.* Removal of cremains from a niche shall be allowed only as provided in section 17-87.
- (e) *Fees.* The fees for interment in a columbarium shall be as provided for in section 17-83. The fees for City-provided niche plates and plaques shall be established by council by resolution from time to time.
- (f) *Inurnment outside a columbarium.* Nothing in this section shall be construed to prevent the burial of a funerary urn in a gravesite or placement of an urn in a monument niche as approved by the cemetery supervisor.

Sec. 17-94. Improvements to cemetery lots.

No improvements to municipal cemetery lots or grounds shall be made except under the direction of the supervisor of cemeteries.

(Code 2017, § 20-126; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR20]: Minor changes made for clarification.

Sec. 17-95. Destruction of cemetery property.

No person shall willfully and without authority destroy, mutilate, deface, injure or remove any of the gravestones or other structures in a cemetery within the limits of the city, or injure or destroy any fence, railing, tree, shrubbery, flower or lawn in such cemetery, or anything belonging to the city, or use such cemetery for any disrespectful or improper purpose whatever. Violation of this section shall be a municipal infraction punishable as provided in section 1-9.

(Code 2017, § 20-129; Ord. No. 2823, § 1, 6-23-2014)

Commented [KR21]: Previous sections 17-96 & 17-97 moved to regulations. New Section 17-95 only revised to identify a municipal infraction.

Sec. 17-96. Traffic regulations.

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Commented [KR22]: No changes. Just renumbered.

Sec. 17-97. Removal of refuse and litter from cemetery lots.

Commented [KR23]: No changes. Just renumbered.

No refuse or litter shall be left on any cemetery lot subject to the provisions of this division, or placed on the lot of another, or in the streets, nor shall any decayed flowers, shells, or any other unsightly thing be left on any lot for a period longer than three days; otherwise it shall be the duty of the cemetery supervisor to remove such unsightly thing without notice.

(Code 2017, § 20-130; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-98. Private mausoleums and crypts.

Commented [KR24]: Minor changes for clarification.

Private mausoleums and crypts are hereby prohibited in the city.

(Code 2017, § 20-132; Ord. No. 2823, § 1, 6-23-2014)

Secs. 17-99—17-132. Reserved.

INTRODUCED: _____

PASSED 1ST CONSIDERATION: _____

PASSED 2ND CONSIDERATION: _____

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Cedar Falls Cemetery Regulations

General Provisions

- City cemeteries are open to the public from sunrise to sunset every day.
- Pets must be kept on a leash and remain on roadways in City cemeteries.
- All flowers used for permanently decorating a lot or interment space must be in a vase or container attached to the monument, marker or foundation. All temporary flowers not in an attached vase or container shall be removed within three days after Memorial Day, July 4th & Labor Day each year.
- No glass shall be allowed on any interment space or site. No artificial flowers or wire structures shall be placed directly into the ground at an interment space. Shepherd hooks are allowed only if they are installed into the foundation of a monument and maintained in an appropriate manner.
- Christmas wreaths are allowed to be placed at a grave space. Wreaths may be placed no sooner than November 15th and must be removed by April 1st or will be disposed of without notice.
- No refuse or litter shall be left in any City cemetery, including interment spaces and sites. Any decayed flowers, shells, toys, or any other items left on any interment space or site for a period longer than three days shall be removed and disposed of without notice.
- No tree, vine, shrub or other living thing shall be planted on any cemetery lot, except under the supervision and with the permission of the Cemetery Supervisor or the Operations and Maintenance Division Manager. If planted without such permission, the tree, vine, shrub or other living thing may be removed and disposed of by the Cemetery Supervisor without notice.
- No person shall cut down or remove any trees or shrubs naturally growing in a cemetery without the consent of the Cemetery Supervisor or the Operations and Maintenance Division Manager.
- Cremains may not be scattered or otherwise disposed of in any City cemetery in any manner other than as provided in these Regulations and City ordinances.
- No person shall erect or permit a fence of any kind to remain about any City cemetery lot.
- No person shall place any coping around any City cemetery lot. Coping placed prior to March 25, 1927, shall not be repaired and shall, upon order of the Cemetery Supervisor, be removed when it becomes unsightly or in need of repair.

- No nonhuman remains of any kind shall be allowed to be interred in City cemeteries except in specifically designated areas.
- Any veteran who owns land within the City or who resides within the City may purchase an interment space or spaces for interment of the veteran and the veteran's spouse, if any interment spaces are available.

Interment Rights

- The forms for application for interment rights, transfer of interment rights, and termination of interment rights are attached. All such applications must be accompanied by the fee. See City fee schedule.
- The Cemetery Supervisor or designee shall register all approved applications and forward interment information to the City Clerk to file and preserve in the City records.
- See City ordinances for additional information about interment rights.

Interments

- The form for application for interment is attached.
- An application for interment shall be accompanied by the fee. See City fee schedule.
- For inurement of cremains, an interment application must be made in writing, stating the name, age, and nativity of the deceased, and the number of the cemetery lot if placed in a lot, or identifying information of the columbarium and niche if placed there.
- For traditional coffin burials, an interment application must be made in writing, stating the name, age and nativity of the deceased, the number of the cemetery lot, the place upon the lot where the grave is to be dug and the size of the coffin case.

Vaults

- All interments requiring a grave opening over 42 inches in length shall be in a vault consisting of either:
 - (1) Concrete, stone or metal of good quality; or
 - (2) High density molded twin sheeting polyethylene which has been permanently sealed by heat bonding and which has a minimum freestanding load capacity of 5,000 pounds.

Digging of Graves; Duties of Cemetery Officials

- The Cemetery Supervisor or designee shall dig, open, and close all graves, and shall immediately remove all surplus dirt and other litter from such lot, provided that no grave shall be dug unless the application for interment space has been approved.

- A suitable canvas shall be supplied to the Cemetery Supervisor, who shall spread the canvas over the excavated dirt, screening the grounds from the unsightly appearance of such excavation, and, when requested to do so, the Supervisor shall line the grave and do such other work in and about the premises as the owner may require, for which the Cemetery Supervisor shall make a charge for the actual cost of materials and of the reasonable labor employed in the performance of such work.

Cemetery Markers and Monuments

- For purposes of these Regulations, the term "monument" shall include any stone, marker or other structure on a cemetery lot extending above the natural surface of the ground but shall not include a columbarium owned by the City.
- No monuments or other structures may be placed or installed in any City cemetery except as provided in these Regulations or City ordinances.
- Only one monument shall be allowed per cemetery lot. Such monument may include up to two sealed urn niches as approved by the Cemetery Supervisor.
- No more than three flush markers pertaining to cremation burial shall be allowed per single grave space.
- All monuments shall be placed only at the end of the cemetery lot that is nearest to an adjoining street or alley located within the cemetery. If the monument is placed near an alley located in the cemetery, it shall face said alley; if placed near the street located in the cemetery, it shall face said street with the front edge of the foundation of the monument parallel to the lot lines. All monument foundations must have a minimum of a five-inch border with appropriate frost footings as directed by the Cemetery Supervisor. Both sides of a monument may be fully inscribed.
- All flush markers shall be placed at the end of the lot nearest the adjoining street or alley. If the monument is placed nearest the alley, it shall face the alley; if nearest the street, it shall face the street, with the front edge of the marker parallel to the lot lines. All flush markers shall be set on a five-inch base of 1" compacted crushed stone and shall be set with the natural slope. No concrete or aggregates shall be allowed as a border to a flush marker; only turf grass shall be allowed. Flush markers placed in a grave space where a monument already exists do not require a separate monument and none shall be allowed.

Erection and Placement of Monuments and Flush Markers

- No cemetery work is allowed in City cemeteries except by a cemetery licensee holding a current approved license.
- No cemetery work is allowed without prior notice of at least 7 days to the Cemetery Supervisor. Such notice must be provided in writing and sent to the address listed below.

- Notice of installation of monuments and markers shall include the color, type and size of the memorial or marker, the material, the inscription, and the full name and date of interment.
- The Cemetery Supervisor or designee shall mark the place on the interment space where a memorial or flush marker is to be installed.
- The setting of all monuments and flush markers and all concrete and all other cemetery work shall be under the supervision and subject to the inspection of the Cemetery Supervisor or designee.
- Plans and specifications of cemetery work may be required to be provided in advance and are subject to approval of the Cemetery Supervisor or designee. The actual marker or memorial to be installed is subject to inspection and approval of the Cemetery Supervisor.
- The Cemetery Supervisor may order cemetery work to stop if City ordinances or these Regulations are not being followed, or if cemetery work or materials are defective in the judgment of the Cemetery Supervisor. Correction may include removal and reinstallation.
- Cemetery work may be performed by licensees between the hours of 8:00 am and 2:30 pm, Monday through Friday. No cemetery work may be performed during memorial services in the same cemetery.
- Prior to placement of concrete for any monument base, a form and footing inspection shall be performed by the Cemetery Supervisor or designee. In addition, monuments and markers are subject to inspection by the Cemetery Supervisor or designee prior to placement. Inspections must be scheduled with the Cemetery Supervisor and conducted between the hours of 8:00 a.m. and 2:30 p.m. Monday through Friday.
- Where the use of flush markers is required or allowed, a flush marker measuring 12 inches by 24 inches or 12 inches by 36 inches shall be used for all adult grave spaces. A companion marker 12 inches by 36 inches in size may be used to mark two adult grave spaces, and a marker ten inches by 16 inches in size may be used to mark an infant's grave space. No other sizes of markers shall be permitted. A maximum of three flush markers is allowed for multiple interments in the same lot.
- Monument foundation placement is to be as flush to the grade as possible and to be at least 5" wider than the proposed monument dimensions on all sides.
- Markers must be in proper alignment with surrounding markers.
- A flush marker placed in conjunction with upright marker must be placed 3' from the upright marker. If a 2nd flush marker in a single lot is used it must be placed 4' from the first flush marker.
- All flush markers must be installed on a 5" bed of compacted gravel.

- Concrete foundations must be level and finished to grade surface on all sides. (No exposed concrete slag)
- No concrete forms will be allowed to be placed over top of an existing foundation. All concrete forms must be removed from the foundation once concrete is set.
- During excavation all sod and dirt shall be carefully removed with no sod or dirt left on the interment space except the amount needed to fill the space between the monument or marker and the adjacent lawn.
- Upon removal of form boards, sod shall be replaced, or black dirt substituted to backfill around foundation. Dirt must be properly leveled to existing grade.
- All equipment and debris must be immediately removed upon completion of installation, and any adjacent or nearby monuments and markers soiled by the installation must be cleaned by the licensee.
- The cemetery supervisor shall be notified when installation is complete.

Flush Marker Material

- Either granite, marble or United States standard bronze shall be used, and markers of concrete terrazzo, composition materials, white bronze, sandstone, bedford or other soft stones are specifically prohibited.

Erection of Monuments or Flush Markers in Specific Cemeteries.

- No monument or marker shall be erected in Sunnydale Addition to Greenwood Cemetery, nor in block A of Oaklawn Addition to Greenwood Cemetery, which exceeds 48 inches in length or is more than 30 inches in height.
- In Memorial Park Addition to Fairview Cemetery, and in blocks B and C of Oaklawn Addition to Greenwood Cemetery, no monuments shall be erected, and only flush markers shall be permitted.

Columbarium

- Private columbarium are not allowed in municipal cemeteries although up to 4 niches may be integrated into a monument as approved by the Cemetery Supervisor.
- Except for a military medallion, a columbarium shall have no attachments to the niche plates other than a standard name and date plaque. The bronze niche plaque must be provided by the manufacturer of the columbarium through the City.
- The container for cremated remains to be interned shall be of material approved by the City and shall be of a size suitable for the niche (no cardboard boxes) The Cemetery

Supervisor or designee shall have full authority to refuse to accept for inurnment any receptacle deemed unsuitable.

Liability for Damages

- Persons performing cemetery work in City cemeteries are responsible for any damage caused to cemetery grounds, including damage to monuments, columbarium, markers, or other adornments. Such persons shall immediately notify the cemetery supervisor of any such damage. Any repair of such damage is subject to approval of the Cemetery Supervisor.

Contact the Operations & Maintenance Division at (319) 273-8629 for more information.

Cemetery Supervisor contact
Kevin.Cross@cedarfalls.com
2200 Technology Parkway
Cedar Falls, IA 50613



APPLICATION FOR INTERMENT

Item 2.

Return to: Cemetery Supervisor Kevin Cross
 2200 Technology Parkway Cedar Falls, IA 50613
 319-273-8629 kevin.cross@cedarfalls.com

Burial Permit #: _____

Service Details:

Day of Week: _____ Date: _____ Time Graveside: _____

Funeral Home: _____ Director: _____

Phone #: _____

Contact Name: _____

Address: _____
Street City, State Zip

Phone #: _____ E-Mail: _____

Date/Time Notified: _____ Tent: _____ Yes _____ No

Deceased Name: _____ Obituary: _____ Yes _____ No

Interment Location: _____ Cemetery

Space(s) _____ Lot _____ Block _____ Section _____

Columbarium _____ Side _____ Row _____ Niche No. _____

Space Owner: _____

Phone: _____ E-Mail: _____

Burial Vault Type: _____ Size: _____

Urn Type: _____ Urn Only: _____

Urn Adornments: _____

Funeral Route: _____

Additional Services: _____

Additional Information: _____

Cemetery Office Use Only:

Fees	Interment	\$	_____
Other	_____	\$	_____
Other	_____	\$	_____
Other	_____	\$	_____
TOTAL		\$	_____

Approved By: _____
 Representative of Cedar Falls Cemeteries

 Date



CITY OF CEDAR FALLS INTERMENT RIGHTS AGREEMENT

The City of Cedar Falls, Black Hawk County, Iowa, as permanent trustee for the perpetual maintenance of interment spaces in all municipal cemeteries (hereinafter "Cemetery") hereby sells and conveys rights of interment to the undersigned Purchaser, subject to the following terms and conditions:

Purchaser Information

Legal Name: _____

Address: _____

Phone: _____ E-Mail: _____

Contact Information (if different than Purchaser)

Contact Name: _____

Address: _____

Phone: _____ E-Mail: _____

The interment space(s) described as:

Cemetery: _____

Space(s), Lot(s), Block, Addition: _____

for the total price of: \$_____. The Cemetery shall set aside and deposit in the Cemetery's perpetual care fund an amount equal to or greater than fifty dollars or twenty percent (20%) of the gross selling price received for each sale of interment rights, whichever is more, and this fund shall be devoted to the care and maintenance of municipal cemeteries. The Perpetual Care Fund is irrevocable, deposits into this fund cannot be withdrawn, and the fund's income shall be used by the Cemetery for care of municipal cemeteries. Perpetual care amount of \$_____ is included in the total price noted above.

Additional terms and conditions:

1. The interment space(s) is to be used for interment purposes only and the Purchaser's rights are limited by the Cemetery's ordinances and regulations as now existing or as may be amended in the future.
2. This Agreement conveys only a right to be interred in the interment space(s) and in no way is any real estate title conveyed to the Purchaser. Furthermore, only one traditional interment will be permitted in each interment space. With interment of cremains there are multiple options as set forth in Cemetery ordinances and regulations.

- 3. Fees related to interment in the interment space are not included in the payment for rights conveyed in this Agreement and are subject to the Cemetery's service charges and availability. Services subject to such additional fees include opening and closing services which fees are included in the City's fee schedule. Opening and closing fees are subject to change.
- 4. The Cemetery shall use the Purchaser's address for any official notices concerning the interment space. The Purchaser shall notify the Cemetery of any change in address.
- 5. The Cemetery must receive an application for interment prior to any interment. The application must include the name of the deceased, the deceased's birth date, the deceased's date of death, next-of-kin, funeral establishment (if any) and any other required information. If applicable, the funeral home handling the arrangements may provide this information.
- 6. Purchaser has the right to sell and convey rights to the interment space, but any transfer of ownership by will or otherwise will be recognized by the Cemetery only after an appropriate form of transfer and fee is received by the Cemetery. Purchaser is responsible to provide the conditions of interment rights to the subsequent purchaser.
- 7. Until such time as interment space is used, either through a burial, inurnment, or installation of a marker or monument, the Purchaser may substitute other appropriate space(s) located within the municipal cemeteries by paying the difference in cost of the desired space(s) and a transfer fee.
- 8. The Cemetery shall only sell interment rights to developed space(s).
- 9. The terms and conditions described herein are binding upon the Purchaser and the Purchaser's heirs, successors, or assignees, and enforceable only by the Cemetery.
- 10. The purchase price must be paid in full at the time of purchase.
- 11. Once payment has been made, this Agreement is irrevocable.

Purchaser/Representative Signature

Date

Cemetery Representative for the City of Cedar Falls, Iowa

Date

THIS AGREEMENT IS SUBJECT TO RULES ADMINISTERED BY THE IOWA INSURANCE DIVISION. YOU MAY CALL THE INSURANCE DIVISION WITH INQUIRIES OR COMPLAINTS AT (515) 654-6600. WRITTEN INQUIRIES OR COMPLAINTS SHOULD BE MAILED TO: IOWA SECURITIES AND REGULATED INDUSTRIES BUREAU, 1963 BELL AVENUE, SUITE 100, DES MOINES, IOWA 50315.



CEMETERY WORK LICENSE APPLICATION

Item 2.

RETURN TO:

Cemetery Supervisor
2200 Technology Parkway
319-273-8600

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

Business Name _____ D/B/A or N/A _____

Business Address _____

Other Location(s) _____

Applicant's Name _____ E-Mail _____

Address _____ Phone _____

(if different) _____

Number of years engaged in Cemetery work _____

Number of years engaged in Cemetery work in Cedar Falls _____

Other Cemeteries where work has been performed in last five years _____

The applicant agrees to comply with the City of Cedar Falls Cemetery ordinances and regulations. Failure to do so could result in revocation of license.

Signature of Applicant

Date

Cemetery Office Use Only

License Approved _____ Denied _____

Denial Reason _____

Fees Paid (\$) _____ Bond Posted _____

Certificate of Liability Insurance _____

Representative of Cedar Falls Cemeteries Signature

Date



CITY OF CEDAR FALLS CEMETERY WORK LICENSE

License Number: _____

Issue Date: _____

Expiration Date: _____

This cemetery work license is hereby granted to:

Business Name: _____

Contact Name: _____

Mailing Address: _____

Phone Number: _____

E-Mail: _____

Licensee must comply with applicable ordinances and regulations of the City of Cedar Falls, Iowa.

Issued By: _____

City Clerk: _____

Fee	Amount
Cemetery Work License	\$XX.XX
Total	\$XX.XX



CERTIFICATE OF INTERMENT RIGHTS

Item 2.

NO. _____

Original

Replacement

This certifies that the City of Cedar Falls, Iowa, has sold and conveyed interment rights to:

Name(s): _____

Address: _____

as owner of the following interment space(s) located in a municipal cemetery in the City of Cedar Falls, Iowa:

Cemetery: _____

Space(s): _____

Columbarium: _____

Lot(s): _____

Side: _____

Block: _____

Row: _____

Section: _____

Niche No: _____

The total amount paid is \$ _____, receipt of which is hereby acknowledged and of which total amount \$ _____ is the perpetual care amount, constituting a perpetual trust for the permanent maintenance of such interment space(s) as provided by law.

The interment rights conveyed herein are vested in the Owner(s) and are subject to City of Cedar Falls cemetery ordinances and regulations as well as the laws and regulations of the State of Iowa.

Dated this _____ day of _____, _____.

City Clerk
City of Cedar Falls, Iowa



NOTICE OF CEMETERY WORK

Item 2.

RETURN TO:

Cemetery Supervisor
2200 Technology Parkway
319-273-8600

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

Licensee Name	_____	E-Mail	_____
Address	_____	Phone	_____
	_____		_____

City of Cedar Falls Cemetery Work License # _____

General Nature of Cemetery Work to be Performed _____

Location of Cemetery Work	Cemetery	_____
Space(s)	Columbarium	_____
Lot(s)	Side	_____
Block	Row	_____
Section	Niche No.	_____
<input type="checkbox"/> Photos Attached	<input type="checkbox"/> Plans/Specifications Attached	

Monument Information	Flush Marker Information
Company _____	Material _____
Type _____	Color _____
Foundation Size _____	Type _____
Color _____	Size _____
Military Marker _____	Military Marker _____
Monument Direction _____	Marker Direction _____
Additional Info _____	

NOTICE OF CEMETERY WORK MUST BE RECEIVED AT LEAST SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF WORK. CEMETERY WORK MAY BE PERFORMED BETWEEN THE HOURS OF 8:00AM TO 2:30PM, MONDAY THROUGH FRIDAY.

Cemetery Office Use Only

Date Location Marked	_____	Marked By	_____
Date of Inspection	_____	Inspected By	_____
Inspection Comments	_____		
Date Notified of Completion	_____	Notified By	_____
Date of Approval	_____	Approved By	_____

Representative of Cedar Falls Cemeteries



NOTICE OF DISINTERMENT

Item 2.

Return to: Cemetery Supervisor
2200 Technology Parkway
(319) 273- 8679

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

Requester Name: _____ Date: _____

Address: _____

E-Mail: _____ Phone: _____

Cemetery: _____ Certificate No: _____

Space(s) _____ Lot _____ Block _____ Section _____

Columbarium _____ Side _____ Row _____ Niche No. _____

Space Owner(s): _____

E-Mail: _____ Phone: _____

Anticipated Date of Disinterment: _____

Outcome of Disinterment (explain): _____

Funeral Director Name: _____ Phone: _____

Address: _____

State of Iowa Permit Received: _____ Yes _____ No Permit #: _____

Received by: _____

Representative of Cedar Falls Cemeteries

Date



TERMINATION OF INTERMENT RIGHT

Item 2.

Return to:

Cemetery Supervisor
2200 Technology Parkway
319-273-8629

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

The undersigned owner(s) hereby terminates all rights, title, and interest to and in the following interment space(s) located in a municipal cemetery in Cedar Falls, Iowa.

Cemetery: _____

Space(s)	_____	Columbarium	_____
Lot	_____	Side	_____
Block	_____	Row	_____
Section	_____	Niche No.	_____

The undersigned owner(s) hereby surrenders Certificate of Interment Rights No. _____ and requests that the permanent cemetery records of The City of Cedar Falls reflect this action.

Dated: _____, the _____ day of _____, _____
Day of Week Day Month Year

Owner Name: _____

Signature _____ Date _____

Address: _____

Phone: _____ E-Mail: _____

If representative of owner:
Representative Name: _____

Signature _____ Date _____

Address: _____

Phone: _____ E-Mail: _____

Relation to Owner: _____

Certificate: _____ Returned _____ Unavailable

Received By: _____
Representative of Cedar Falls Cemeteries Date _____



TRANSFER OF CERTIFICATE OF INTERMENT RIGHTS AND ACCEPTANCE Item 2.

Return to:

Cemetery Supervisor
2200 Technology Parkway
319-273-8629

Kevin Cross
Cedar Falls, IA 50613
kevin.cross@cedarfalls.com

For consideration received, the undersigned owner(s) hereby transfers and conveys all rights, title, and interest in and to the following interment space(s) located in a municipal cemetery located in Cedar Falls, Iowa:

Cemetery: _____
Space(s) _____ Lot _____ Block _____ Section _____
Columbarium _____ Side _____ Row _____ Niche No. _____

The undersigned owner(s) hereby surrenders the Certificate of Interment Rights No. _____ and requests that the permanent cemetery records of the City of Cedar Falls Reflect this transfer.

Owner Name(s): _____

Address: _____

Signature(s): _____

Representative: _____

Address _____

Signature: _____

Dated this _____ day of _____, _____.

Certificate Returned: _____ Yes _____ Unavailable

The undersigned buyer(s) hereby accepts transfer and conveyance of the Interment Rights described herein.

Buyer Name(s): _____

Address: _____

Signature(s): _____

Dated this _____ day of _____, _____.

Cemetery Office Use Only

Transfer Fee Amount Paid: _____

Interment Rights Agreement Date: _____

NEW Certificate of Interment Rights No: _____

Received by: _____

Representative of Cedar Falls Cemeteries

_____ Date

ORDINANCE NO. 3049

AN ORDINANCE ADOPTING A REVISED CEMETERY SECTION OF THE CODE OF ORDINANCES BY REPEALING DIVISION 3, CEMETERY SECTION, OF ARTICLE II, ARBORIST AND CEMETERY SECTIONS, OF CHAPTER 17, PARKS AND RECREATION, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, AND ENACTING IN LIEU THEREOF A NEW DIVISION 3, CEMETERY SECTION, CONSISTING OF SECTIONS 17-75 THROUGH 17-98, INCLUSIVE.

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

Division 3, Cemetery Section, of Article II, Arborist and Cemetery Sections, of Chapter 17, Parks and Recreation, of the Code of Ordinances of the City of Cedar Falls, Iowa, is hereby repealed in its entirety and a new Division 3, Cemetery Section, consisting of Sections 17-75 through 17-98 is enacted in lieu thereof, as follows:

DIVISION 3. CEMETERY SECTION

Sec. 17-75. Cemetery supervisor appointment; supervision.

The cemetery section of the department of public works, operations and maintenance division, shall be under the control of the cemetery supervisor, who shall be appointed by the director of public works upon recommendation of the operations and maintenance division manager and be directly responsible to, and subject to the direction of, the operations and maintenance division manager.

(Code 2017, § 20-106; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Sec. 17-76. Duties of cemetery supervisor.

The supervisor of cemeteries shall:

- (1) Develop and update regulations consistent with this division concerning all municipal cemeteries located in the city. Such regulations are subject to approval by the council and shall be made available to the public.
- (2) See that the cemetery ordinances and regulations are enforced.
- (3) Perform such other duties as are required by ordinances and regulations and as the council and operations and maintenance division manager may direct.
- (4) Do all proper acts necessary to maintain the cemetery grounds in a neat, clean and attractive condition at all times.

(Code 2017, § 20-107; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Sec. 17-77. Authority of cemetery supervisor to control location of markers and monuments.

The supervisor of cemeteries shall control and direct the location of all markers, columbarium and monuments within municipal cemeteries located in the city.

(Code 2017, § 20-108; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-78. Cemeteries renamed.

The cemetery formerly known as Old Cemetery is hereby named Greenwood Cemetery and the cemetery formerly known as Twelfth Street Cemetery is hereby named Fairview Cemetery.

(Code 2017, § 20-109; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-79. Applicability of cemetery ordinances and regulations.

The provisions of this division and the amendments thereto and all other ordinances and regulations of the city relating to Greenwood Cemetery shall, except as otherwise provided, apply to any and all other cemeteries which are owned, operated or controlled by the city.

(Code 2017, § 20-110; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-80. Disposition of monies received by cemetery supervisor.

All monies received by the cemetery supervisor under the ordinances and regulations of this division shall be paid over to the city clerk within 30 days after the receipt thereof. The clerk shall then deposit such monies with the treasurer.

(Code 2017, § 20-111; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-81. Burial in cemetery required.

The remains of all persons, when such remains are buried in the city, except those that are cremated, shall be buried in either Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery or other cemeteries established by the city.

(Code 2017, § 20-112; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-82. Hours of cemeteries.

The cemeteries subject to this division shall be open to the public each day from sunrise to sunset, and no person shall enter such cemeteries at any other time without the consent of the cemetery supervisor or public safety services department.

(Code 2017, § 20-113; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-83. Operation of perpetual care cemeteries.

- (a) *Trusteeship.* Pursuant to Iowa Code § 523I.502, the city hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Greenwood Cemetery, Hillside Cemetery, Fairview Cemetery, and any other cemeteries hereafter established by the city.
- (b) *Establishment of trust fund.* A perpetual trust is hereby established for Greenwood Cemetery, Hillside Cemetery and Fairview Cemetery in accordance with the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the "perpetual care cemetery fund," which shall be funded by the deposit of an amount equal to or greater than 20 percent of the gross selling price, or \$50.00, whichever is more, for each sale of interment space within each cemetery. The fund shall be administered in accordance with the purposes and provisions of the Iowa Cemetery Act (Iowa Code ch. 523I). The perpetual care cemetery fund shall be maintained separate from all operating funds of the city and the principal of the fund shall not be

reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.

- (c) *Sale of interment rights.* The sale or transfer by the city of interment rights for lots and cremains niches in each cemetery subject to the provisions of this division shall be sold at such price as the council may, from time to time, provide by resolution, subject, however, to the provisions of subsection (b) of this section, and shall be evidenced by a certificate of interment rights and agreement evidencing the conveyance of exclusive rights of interment upon payment in full of the purchase price. The agreement for interment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund, and the balance thereof to be placed in the city's general fund.
- (d) *Perpetual care registry.* The city shall maintain a registry of individuals who have purchased interment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund of the city.

(Code 2017, § 20-114; Ord. No. 2876, § 1, 8-15-2016)

Sec. 17-84. Interment Rights.

- (a) *Interment.* A person acquires interment rights upon city approval of an interment agreement, payment of the required fee, and issuance of a certificate of interment rights. Such person shall be considered owner of an interment space with rights to be interred in or to direct interment in the interment space, subject to the ordinances and cemetery regulations of the city. Only those persons whose names appear in the cemetery records of the city shall be recognized as owner.
- (b) *No subdivision.* Interment spaces shall not be subdivided except by consent of the cemetery supervisor.
- (c) *Taxes, assessments.* Interment spaces are exempt from taxation and may not be pledged or otherwise encumbered by the owner.
- (d) *Surviving spouse; heirs.* Rights of interment are presumed to include the surviving spouse of the owner, which rights may not be divested without the written consent of said surviving spouse. For purposes of this subsection a surviving spouse does not include a person divorced from the owner or whose marriage has been annulled as of the date of death of the owner. If there is no surviving spouse at the time of the owner's death, or upon the death of the surviving spouse, indivisible rights of interment shall then pass to heirs at law of the deceased owner in the order of their need, subject to the vested right of interment in the interment space of the deceased owner and surviving spouse. Any heir may waive rights to interment in favor of another heir or heirs by filing a written instrument to that effect with the city clerk.
- (e) *Joint interment rights.* Where a right of interment is conveyed to two or more persons who are not married, such owners shall be considered as joint tenants with each joint tenant having a vested right of interment. Upon the death of a joint tenant the right of interment vests in all surviving joint tenants, subject to the vested right of interment in the interment space of the deceased joint tenant.
- (f) *Transfer of rights of interment.* Transfer of rights of interment may be made by written instrument filed with the city clerk, and surrender of the owner's certificate of interment rights, subject to approval of the cemetery supervisor. No transfer shall be allowed if there is indebtedness owed to the city from the owner of record of the interment space. An additional interment fee as provided in section 17-83 shall be paid with any transfer, and upon payment of the requisite fee a new certificate of interment rights shall be issued to the new owner. Such transfer of interment rights shall be noted in the perpetual care registry.
- (g) *Termination of interment rights.*
 - (1) Interment rights may be surrendered by the owner upon written instrument filed with the city clerk. A refund of the purchase price, without interest, shall be paid to the surrendering owner.
 - (2) Interment rights of an owner shall be deemed terminated upon transfer of such interment rights.

- (3) Interment rights shall be terminated and shall automatically revert to and vest with the city if an interment space is unoccupied and has not been occupied in the preceding 75 years. Notice of termination shall be provided to the owner of record or the owner's heirs as provided by law.
- (4) Interment rights to an interment space may be terminated and revert to and vest with the city upon disinterment, unless contrary written notice is provided to the city clerk by an owner, surviving spouse, or heirs within 90 days of such disinterment.

Sec. 17-85. Interments.

- (a) *Application.*
 - (1) An application for interment must be made to the cemetery supervisor in the form specified in the cemetery regulations.
 - (2) An application for interment shall in all cases be accompanied by the fee, to be fixed as provided in section 17-83.
 - (3) No interment shall be allowed without an approved application and payment of the requisite fee.
 - (4) Interment is allowed only in designated interment spaces within municipal cemeteries.
- (b) *Prerequisites to issuance of permit.* The city clerk shall not issue a permit for interment unless sufficient information has been provided to the cemetery supervisor to ensure correct location of interment as well as the method of interment and also to ensure that city standards are met with respect to the burial receptacle or urn.
- (c) *Unauthorized interment prohibited.* The owner of an interment space shall not permit interments to be made therein for remuneration and shall not permit interments to be made except as provided in this division.
- (d) *Interment in interment space of another.* The cemetery supervisor is strictly forbidden to permit the interment of any person in the interment space of someone other than the owner or surviving spouse without the express written permission of the owner or the owner's surviving spouse, or their heirs.
- (e) *Incorrect information.* The city shall not be responsible for any error occurring from the lack of precise and correct instructions on an interment permit application and shall not be responsible for the identity of any deceased person sought to be interred.

(Code 2017, § 20-116; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2876, § 2, 8-15-2016)

Sec. 17-86. Care of cemetery lots.

No person, other than the owner or the owner's spouse, heirs, or a near relative or intimate friend, working without compensation, shall be permitted to care for any cemetery lot or niche, and such care shall be subject to cemetery regulations.

(Code 2017, § 20-117; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2942, § 2, 6-3-2019)

Sec. 17-87. Removal of remains from cemeteries.

A notice of disinterment shall be filed with the cemetery supervisor prior to disinterment and is subject to the same fees as for interment, except to correct an error by the city. Such notice shall contain information as required by the cemetery supervisor. Disinterment is otherwise subject to state law. The clerk shall maintain a permanent record of disinterments.

(Code 2017, § 20-118; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-88. Cemetery work; license required.

- (a) *Cemetery work defined.* For purposes of this division, cemetery work means construction, placement, maintenance or repair of a foundation, monument, marker or other structure, or performing engraving, or adding adornments, in a cemetery subject to this division.
- (b) *No cemetery work without a license.* No person shall perform cemetery work without first obtaining a license from the cemetery supervisor and paying the required fee as established by the city council from time to time.
- (c) *Cemetery license application.* The application for a cemetery license shall be in a form prescribed by the cemetery supervisor and shall include information reasonably calculated to determine the appropriateness of granting a license, including but not limited to satisfactory evidence of ability to properly perform cemetery work. The cemetery supervisor shall determine whether a cemetery license shall be issued.

Sec. 17-89. Cemetery work bond; insurance.

- (a) *Bond.* Each applicant for a cemetery license shall file with the city clerk a bond with a surety approved by the cemetery supervisor in the penal sum of \$10,000.00, conditioned that applicant will comply with and observe the terms and conditions of all cemetery ordinances and regulations, and will pay all costs, fines and penalties incurred on account of failure to observe such ordinances and regulations. Further, such bond shall be conditioned on the performance of cemetery work in a good and workmanlike manner.
- (b) *Insurance.* All cemetery licensees shall provide proof of and maintain commercial general liability insurance having a minimum combined single limit of \$1,000,000.00.

Sec. 17-90. Revocation of cemetery license.

- (a) A cemetery license granted under this division shall be revoked if the cemetery licensee does or allows to be done any of the following:
 - (1) Fails to comply with all cemetery ordinances and regulations.
 - (2) Fails to furnish proof of or maintain the bond or insurance required by this division.
 - (3) Fails to provide timely advance notice to the cemetery supervisor or designee of cemetery work as required by this division.
 - (4) Refuses to allow or resists an inspection of cemetery work by any authorized agent of the city.
 - (5) Furnishes false information on the license application or other documents required under this division.
 - (6) Fails to correct defective work or materials after notice by the cemetery supervisor.
 - (7) Fails to pay fees or costs of repair or removal of a defective foundation, monument or marker installed or repaired by the licensee and corrected by the city.
 - (8) Fails to pay for damage done to interment spaces, plots, walks, drives, grounds, trees, shrubs or other cemetery property by a licensee or agent after notice and demand therefore.
- (b) Upon the occurrence of any of the events described in subsection (a) of this section, the city clerk shall provide to the cemetery licensee written notice of revocation of the cemetery license, and the cemetery licensee shall thereupon immediately cease to perform cemetery work.

- (c) The cemetery licensee may appeal revocation of the cemetery license by written notice of appeal mailed or delivered to the city clerk within ten days of the date of notice of revocation. During the pendency of the appeal, the cemetery licensee shall not be allowed to perform cemetery work.
- (d) Upon receipt of the appeal, the city clerk shall notify the chair of the administration committee of the city council of the appeal, and a hearing before the administration committee shall be scheduled within 20 days of the date of the notice of appeal. The cemetery licensee shall be notified in writing of the time and place of hearing on the appeal and shall be afforded an opportunity to present information to the administration committee in support of the appeal. The administration committee shall also consider any information provided by the cemetery supervisor. The administration committee shall issue a written decision within ten days of the date of the hearing, either affirming or reversing the revocation of the cemetery license with or without condition. The decision of the administration committee shall be final.

Sec. 17-91. Notice of cemetery work; inspection; defective work.

- (a) *Notice of cemetery work.* Before any cemetery work is commenced, a cemetery licensee shall provide the cemetery supervisor at least ten days advance notice.
- (b) *Plans and specifications.* The cemetery supervisor may require written plans and specifications of such cemetery work prior to commencement.
- (c) *Inspection; correcting defective work.* The cemetery supervisor has the right to inspect cemetery work and if the determination is made that cemetery ordinances or regulations are or were not being followed or if the workmanship results in instability or other defect, or if approved plans and specifications were not followed, the cemetery supervisor may order the work to stop until the defect is corrected, which may include removal and reinstallation by the licensee. The actual monument, marker or other adornment intended for installation is also subject to inspection and approval prior to installation.
- (d) *Defect found within one year.* If a marker or monument sinks, tilts or becomes misaligned, or if cemetery work or material is otherwise found to be defective within one year from completion of cemetery work, such defective work or material shall be corrected by the licensee at licensee's cost upon written notice by the cemetery supervisor. Such notice shall specify the nature of the defective work or material.

Sec. 17-92. Cemetery markers and monuments—Repair or removal of unsightly markers and monuments.

- (a) *Notice to owner.* Following one year after installation, should any monument, marker or other adornment in a cemetery begin leaning, become dilapidated, unsightly or objectionable to the cemetery supervisor, the city clerk shall notify the owner by mail, if the owner's address is known, to make such repairs as may be necessary, or to replace the monument, marker or other adornment, within 30 days from the date of mailing of such notice. At the expiration of such time, if the notice has not been complied with, or if the owner is not known or cannot reasonably be located or ascertained, it shall be the duty of the cemetery supervisor to enter upon and cause such repairs to be made, or such objectionable thing to be removed. The supervisor shall report the cost to the clerk, and the cost of such repair or removal shall be assessed against such owner, if known, or surviving spouse or heirs.
- (b) *Repair by city at owner's request.* At the request of an owner of an interment space, the cemetery supervisor may make needed repairs to any marker or monument and render a bill to the owner for the cost of the repairs. If such bill is not paid within a reasonable time after billing, the city may pursue collection by any lawful means.

- (c) *Vandalism.* The City is not responsible for damage to or defacement of markers, monuments or other adornments, or interment spaces, caused by acts of vandalism. In such case the cemetery supervisor shall notify the owner as provided in this section within sixty days of discovery of such vandalism, and the owner shall be responsible for repair or replacement as also provided in this section.

(Code 2017, § 20-124; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-93. Columbarium.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.
- (1) *Columbarium.* An aboveground structure owned by the city and located in city cemeteries that contains cremains niches.
 - (2) *Niche or cremains niche.* A compartment within a columbarium for the storage of funerary urns that are available to the public for interment as provided in this division.
 - (3) *Funerary Urn.* A container holding the cremated remains of a deceased person.
- (b) *Funerary urn or urn.* A funerary urn shall be of a material and of a size suitable for placement in a niche within a columbarium. Unsuitable funerary urns may be rejected by the cemetery supervisor at the cemetery supervisor's discretion.
- (c) *Niche plate.* Cremains niches shall be enclosed with a niche plate provided by the City and shall be sealed in a manner directed by the cemetery supervisor. No attachments to a niche plate shall be allowed other than standard identifying bronze plaques provided and affixed by the City. However, military medallions may be attached to a niche plate as approved by the cemetery supervisor and affixed by the city.
- (d) *Disinurnment.* Removal of cremains from a niche shall be allowed only as provided in section 17-87.
- (e) *Fees.* The fees for interment in a columbarium shall be as provided for in section 17-83. The fees for City-provided niche plates and plaques shall be established by council by resolution from time to time.
- (f) *Inurnment outside a columbarium.* Nothing in this section shall be construed to prevent the burial of a funerary urn in a gravesite or placement of an urn in a monument niche as approved by the cemetery supervisor.

Sec. 17-94. Improvements to cemetery lots.

No improvements to municipal cemetery lots or grounds shall be made except under the direction of the supervisor of cemeteries.

(Code 2017, § 20-126; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-95. Destruction of cemetery property.

No person shall willfully and without authority destroy, mutilate, deface, injure or remove any of the gravestones or other structures in a cemetery within the limits of the city, or injure or destroy any fence, railing, tree, shrubbery, flower or lawn in such cemetery, or anything belonging to the city, or use such cemetery for any disrespectful or improper purpose whatever. Violation of this section shall be a municipal infraction punishable as provided in section 1-9.

(Code 2017, § 20-129; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-96. Traffic regulations.

No person in a cemetery shall:

- (1) Operate a vehicle at a rate of speed exceeding ten miles per hour.
- (2) Operate any vehicle on any area except the established cemetery roads or parking areas or such other areas as may be specifically designated by the director of public works or designee.
- (3) Operate a snowmobile, all-terrain vehicle or similar equipment, unless operated by an employee or agent of a public or private agency for the purposes of providing emergency services, rescue or maintenance, and as may be specifically designated by the director of public works or designee.
- (4) Operate a vehicle at night without headlights or other similar lighting equipment.
- (5) Operate any vehicle in disregard of any traffic sign indicating direction, caution or stopping, or any other sign posted for proper control and to safeguard life and property.
- (6) Park a vehicle in other than established designated parking areas, or as directed by the cemetery supervisor or his designee.
- (7) Leave a vehicle standing or parked during the hours when the cemetery is closed.
- (8) Park a vehicle, or use a cemetery, for the purpose of repair or washing or maintenance of a vehicle.

(Code 2017, § 20-129A; Ord. No. 2823, § 1, 6-23-2014; Ord. No. 2941, § 5, 6-3-2019)

Sec. 17-97. Removal of refuse and litter from cemetery lots.

No refuse or litter shall be left on any cemetery lot subject to the provisions of this division, or placed on the lot of another, or in the streets, nor shall any decayed flowers, shells, or any other unsightly thing be left on any lot for a period longer than three days; otherwise it shall be the duty of the cemetery supervisor to remove such unsightly thing without notice.

(Code 2017, § 20-130; Ord. No. 2823, § 1, 6-23-2014)

Sec. 17-98. Private mausoleums and crypts.

Private mausoleums and crypts are hereby prohibited in the city.

(Code 2017, § 20-132; Ord. No. 2823, § 1, 6-23-2014)

Secs. 17-99—17-132. Reserved.

INTRODUCED: _____ February 5, 2024

PASSED 1ST CONSIDERATION: _____ February 5, 2024

PASSED 2ND CONSIDERATION: _____ February 19, 2024

PASSED 3RD CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

**DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM
Engineering Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Matthew Tolan, EI, Civil Engineer II

DATE: February 5, 2024

SUBJECT: Updates to City Code Section 23-300
Lawful Speed Limits Established
W 27th Street

The newly designed and constructed portion of W 27th Street between Hudson and Union Road near the new high school has been completed. The intended speed limit through the updated corridor has been adjusted with the new roundabouts. The adjustments will shift to a 25mph zone from Hudson Road to Greenhill road, a 35mph zone from Greenhill road to the westerly high school roundabout, and the existing corridor West of the high school will remain as currently posted at 45 mph.

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

The Engineering Division recommends approval of setting the speed limits in the corridor on the attached redline through the corridor from Hudson Road to the west City limits.

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

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

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

ORDINANCE NO. 3050

AN ORDINANCE ESTABLISHING THE ENUMERATED SPEED LIMIT ON 27TH STREET AS 25 MILES PER HOUR FROM HUDSON ROAD WEST 2,700 FEET AND AS 35 MILES PER HOUR FROM 2,700 FEET WEST OF HUDSON ROAD TO 4,700 FEET WEST OF HUDSON ROAD AND AS 45 MILES PER HOUR FROM 4,700 FEET WEST OF HUDSON ROAD TO THE WEST CITY LIMITS, IN SECTION 23-300, LAWFUL SPEED LIMITS ESTABLISHED, OF DIVISION 5, SPEED, OF ARTICLE III, OPERATION, OF CHAPTER 23, TRAFFIC AND MOTOR VEHICLES, OF THE CODE OF ORDINANCES OF THE CITY OF CEDAR FALLS, IOWA, BY REPEALING SUBSECTION 8(A), AND ENACTING A NEW SUBSECTION 8(A) IN LIEU THEREOF; AND REPEALING SUBSECTION 10(C) AND ENACTING A NEW SUBSECTION 10(C) IN LIEU THEREOF; AND REPEALING SUBSECTION 12(E) AND ENACTING A NEW SUBSECTION 12(E) IN LIEU THEREOF.

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

Section 1. Subsection 8(a) and Subsection 10(c) and Subsection 12(e) of Section 23-300, Lawful Speed Limits Established, of Division 5, Speed, of Article III, Operation, of Chapter 23, Traffic and Motor Vehicles, of the Code of Ordinances of the City of Cedar Falls, Iowa, are hereby amended by repealing said Subsections in their entirety and enacting in lieu thereof new Subsections 8(a) and 10(c) and 12(e), as follows:

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

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

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- a. 27th Street (west), from its intersection with Hudson Road west a distance of 2,700 feet.

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- c. 27th Street (West), from a point 2,700 feet west of Hudson Road west to a point 4,700 feet west of Hudson Road.

[unchanged provisions omitted]

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

[unchanged provisions omitted]

- e. 27th Street (West), from a point 4,700 feet west of Hudson Road west to the west City limits.

[unchanged provisions omitted]

INTRODUCED: _____ February 5, 2024

PASSED 1st CONSIDERATION: _____ February 5, 2024

PASSED 2nd CONSIDERATION: _____ February 19, 2024

PASSED 3rd CONSIDERATION: _____

ADOPTED: _____

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Sec. 23-300. Lawful speed limits established.

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

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

Waterloo Road, from its intersection with 14th Street northwesterly to the intersection of Bluff Street and East 13th Street.
- (8) *Twenty-five miles per hour.* 25 miles per hour on the following streets as indicated:
 - a. 27th Street (West), from its intersection with Hudson Road west a distance of ~~1,800~~ 2,700 feet.
 - b. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive west to the west end of the street.
 - c. Center Street, from its intersection with First Street to a point 300 feet north of First Street.
 - d. Center Street, from a point 200 feet south of its intersection with Green Avenue north to a point 200 feet north of its intersection with Lantz Avenue.
 - e. Chancellor Drive, from Viking Road south to Ridgeway Avenue.
 - f. Cottage Row Road, from Center Street south to a point 800 feet west of the south end of the Snag Creek Bridge.
 - g. Technology Parkway, from Hudson Road east to Chancellor Drive.
 - h. Wal-Mart Drive, from Brandilynn Boulevard south to Viking Road.
 - i. Westminster Drive, from Viking Road north and east to Nordic Drive.
- (9) *30 miles per hour.* 30 miles per hour on the following streets as indicated:
 - a. First Street (East) eastbound, from Main Street east to a point 850 feet east of Main Street.
 - b. First Street (East) westbound, from a point 520 feet east of Main Street west to Main Street.
 - c. First Street (West), from Main Street west to Highland Drive.
 - d. Brandilynn Boulevard, from 400 feet east of Wal-Mart Drive east to the east end of the street.
 - e. Main Street (South), from University Avenue south to Orchard Drive.
 - f. Prairie Parkway, from Brandilynn Boulevard south to Viking Road.
 - g. Winterberry Drive, from Brandilynn Boulevard south to Viking Road.

- (10) *35 miles per hour.* 35 miles per hour on any of the following streets as indicated:
- a. 12th Street (West), from a point 425 feet west of the Carriage Lane intersection with West 12th Street to a point 125 feet west of the intersection of Barnett Drive with West 12th Street.
 - b. 18th Street (East), from Main Street to Waterloo Road.
 - c. 27th Street (West), from a point ~~1,800~~2,700 feet west of Hudson Road west to a point ~~4,000~~4,700 feet west of Hudson Road.
 - d. Big Woods Road, from Lake Street north to the north city limits.
 - e. Cedar Heights Drive, from its intersection with University Avenue to a point 1,200 feet south of University Avenue.
 - f. Center Street, from a point 300 feet north of First Street north to a point 200 feet south of its intersection with Green Avenue, and from a point 200 feet north of its intersection with Lantz Avenue north to the north city limits.
 - g. Cottage Row Road, from 800 feet west of the south end of the Snag Creek Bridge west to the end of said road.
 - h. Dunkerton Road, from its intersection with Center Street east to its intersection with U. S. Highway 218.
 - i. Greenhill Road, from Hudson Road west and north to West 27th Street.
 - j. Hudson Road, from its intersection with the south line of University Avenue north to its intersection with First Street.
 - k. Independence Avenue, from Lincoln Street north to Big Woods Road.
 - l. Lake Street, from a point 600 feet east of Central Avenue east to U.S. Highway 218.
 - m. Lincoln Street, from its intersection with Jefferson Street east to its intersection with Vermont Street.
 - n. Lone Tree Road, from its intersection with Ford Road to Center Street.
 - o. Main Street, from 13th Street to University Avenue, inclusive.
 - p. Main Street (South), from Orchard Drive south to the end of the street.
 - q. Production Drive, from Viking Road west and south to Technology Parkway.
 - r. Rainbow Drive, from its intersection with Waterloo Road east to the city limits.
 - s. Technology Parkway, from Hudson Road west to the west end of the street.
 - t. University Avenue, from Hudson Road east to the east city limits.
 - u. Viking Road, from its intersection with the west line of Prairie Parkway west to the west city limits.
 - v. Waterloo Road, from its intersection with East 14th Street southeasterly to its intersection of University Avenue.
 - w. Ridgeway Avenue, from Hudson Road east to Iowa Highway 58.
- (11) *40 miles per hour.* 40 miles per hour on the following streets as indicated:
Reserved.
- (12) *45 miles per hour.* 45 miles per hour on the following streets as indicated:

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

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

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

MEETING OF THE COMMITTEE OF THE WHOLE

City Hall, 220 Clay Street

February 19, 2024

The meeting of the Committee of the Whole met at City Hall at 5:25 p.m. on February 19, 2024, with the following Committee persons in attendance: Mayor Daniel Laudick, Councilmembers Gil Schultz, Chris Latta, Daryl Kruse, Aaron Hawbaker, Dustin Ganfield, Hannah Crisman, and Kelly Dunn. Staff members from various City Departments, Steve Bernard – Cedar Falls Utilities (CFU) General Manager, William Magee - Northern Iowa Railway Company President/CEO, John Riherd – Butler County Engineer, a representative from the Waterloo Courier, and members of the community attended in person.

Committee of the Whole:

Mayor Laudick called the meeting to order and introduced the first item on the Committee of the Whole Agenda, Railroad Crossing Elimination (RCE) Grant Application 2024 – Potential regional application: Cedar Falls, Butler County, and Shell Rock. Planner I Chris Sevy provided an overview of and update on the 2024 RCE Grant application that includes the removal of 24 railroad crossings. Discussion included safety enhancement, removal of the flood gate, and potential anticipated financial impacts from eliminating the ability to provide coal to CFU via train if access is removed through this grant. CFU General Manager Steve Bernard responded to questions about coal consumption and transportation of coal for future needs. A consensus was reached by the Council for staff to move forward with the grant application process.

Mayor Laudick introduced the second item on the Committee of the Whole Agenda, City of Cedar Falls, Budget Presentation. Jennifer Rodenbeck, Director of Finance & Business Operations provided an overview of the budget process for Fiscal Year 2025 (FY25) and presented a recommendation for a max tax levy of \$11.93 after extensive review and consideration of existing obligations and new Council goals developed in City Council Goal Setting Work Sessions. The FY24 tax levy was \$11.40, meaning the proposed max tax levy for FY25 is \$.53 more than FY24. Discussion included new state budget and tax requirements, residential and commercial assessed valuations, backfill funding, the Rental Conversion Program, and how unfilled staff positions may impact the FY25 budget.

The Council was informed that whatever tax levy rate was recommended and potentially approved tonight at the Regular City Council meeting can always be lowered after future deliberation but will not be able to be increased beyond what is approved at this time.

A motion was made by Hawbaker and seconded by Crisman to recommend to City Council to set the FY25 proposed tax levy rate at \$11.93 and to hold the special public hearing on April 1, 2024, at 5:15 p.m. It was moved by Ganfield and seconded by Kruse to amend the motion to decrease the proposed rate to \$11.90 with the remainder of the motion staying the same. Hawbaker moved to call the question. Motion to call the question carried unanimously. The Mayor then put the motion to amend to a voice vote. The motion to amend failed, with Schultz, Latta, Hawbaker, Crisman, and Dunn voting Nay. The Mayor called the original motion that would propose \$11.93 for the max tax levy for FY25 budget and upon voice vote, the motion passed unanimously.

The meeting adjourned at 6:42 p.m.

Minutes by Kristin Thomas, Administrative Supervisor

Instructions on the reverse side

For period (MM/DD/YYYY) 03 / 04 / 2024 through June 30, 2024

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade name/Doing business as: CASEY'S MARKETING COMPANY/DBA CASEY'S #4553
Physical location address: 1525 W RIDGEWAY AVE City: CEDAR FALLS ZIP: 50613
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Business phone number: TBD

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.
Mailing address: 1 SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021
Phone number: 515-381-5974 Fax number: 515-446-6303 Email: licensingteam@caseys.com

Retail Information:

Types of Sales: Over-the-counter Vending machine
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No
Types of Products Sold: (Check all that apply)
Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store
Grocery store Hotel/motel Liquor store Restaurant Tobacco store
Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print): DOUGLAS BEECH, AST. SEC FOR CASEY'S MKTG CO. Name (please print): _____
Signature: *Douglas M. Beech* Signature: _____
Date: 2/20/2024 Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: Cedar Falls
- New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



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: February 26, 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) Deringer’s Public Parlor, 314 ½ Main Street, Class C retail alcohol - renewal.
- b) The Stuffed Olive and Roxy, 314-316 Main Street, Class C retail alcohol & outdoor service - renewal.
- c) Hillstreet News & Tobacco, 2217 College Street, Class E retail alcohol - renewal.
- d) Kwik Star, 2019 College Street, Class B retail alcohol - change in ownership.
- e) Kwik Star, 4515 Coneflower Parkway, Class B retail alcohol - change in ownership.
- f) Kwik Star, 7500 Nordic Drive, Class B retail alcohol - change in ownership.
- g) Kwik Spirits, 4116 University Avenue, Class E retail alcohol - change in ownership.
- h) Patton, 317 Main Street, Class C retail alcohol - new.
- i) Casey’s, 1525 West Ridgeway Avenue, Class E retail alcohol - new.

**OFFICE OF THE CITY ADMINISTRATOR**

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

TO: Honorable Mayor Laudick and City Council Members

FROM: Ronald S. Gaines, PE, City Administrator

DATE: January 30, 2024

SUBJECT: Local Housing Trust Fund

During the 2023 Goal Setting Session the Mayor and City Council reviewed the Housing Needs Assessment, HNA. One of the recommendations that came from the HNA was the establishment of a Housing Trust Fund. The City's Housing Commission has been working with INRCOG to establish the Housing Trust Fund.

There is a State Housing Trust Fund that was created by the Iowa Legislature a few years ago. The purpose of this Trust Fund is to provide funding for affordable housing projects. The State Housing Trust Fund is administered by the Iowa Finance Authority. The State Housing Trust Fund makes funds available to Local Housing Trust Funds if qualified.

The first step in qualification for state funding is certification from the Iowa Finance Authority Board of Directors. One of the requirements for certification is local match funding, including at least 10 % of the local match requirement coming from local government and/or local private sector contributions.

The Local Housing Trust Fund must be a 501(c)(3) non-profit corporation according to state guidelines. Therefore, organizational documents must be prepared.

I am recommending that part of the City's local match for the Local Housing Trust Fund take the form of funding the attached proposal in the amount of \$2620.00 from the Beecher, Field, Walker, Morris, Hoffman & Johnson PC law firm to create the Cedar Falls Local Housing Trust Fund.

Once the Cedar Falls Local Housing Trust Fund is created it is anticipated that additional action by Council will be required in the future, including Resolutions of support and consideration of additional local match funding.

Thank you for your consideration.

**BEECHER, FIELD, WALKER, MORRIS,
HOFFMAN & JOHNSON, P.C.**

HUGH M. FIELD
RICHARD R. MORRIS
THERESA E. HOFFMAN
ERIC W. JOHNSON
KEVIN D. AHRENHOLZ
D. RAYMOND WALTON
JOHN J. WOOD
THOMAS C. VERHULST
NATHAN D. MILLER
LYNN M. SMITH
JORDAN M. TALSMA
KATE B. MITCHELL
JOHN A. RICHTER
THOMAS J. RICHTER

LAWYERS
COURT SQUARE BUILDING - SUITE 300
620 LAFAYETTE STREET
P.O. BOX 178
WATERLOO, IOWA 50704
TELEPHONE: (319) 234-1766
FAX: (319) 234-1225

W. LOUIS BEECHER (1921-2012)
W.L. BEECHER (1891-1976)
JOHN W. RATHERT (1932-2010)
JOHN R. WALKER, JR. (RETIRED)
ADNAN MAHMUTAGIC (OF-COUNSEL)

www.beecherlaw.com
irichter@beecherlaw.com

February 13, 2024

Via Email

City of Cedar Falls
Attn: Ron Gaines, City Administrator
ron.gaines@cedarfalls.com

Re: Proposal – Cedar Falls Local Housing Trust Fund

Mr. Gaines:

I am writing regarding the establishment of the Cedar Falls Local Housing Trust Fund. Please accept this letter as a summary of the scope of my firm's work and fees for this project. I believe our services will fall into two different categories:

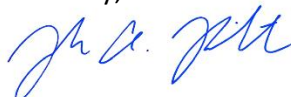
1. *Assistance with the Articles, Bylaws, Conflict-of-Interest Policy, and EIN.* We are happy to take the lead drafting any or all of these documents, or we can review drafts if INRCOG takes responsibility for the initial versions. We would also propose that our office handle the filing of the Articles with the Secretary of State and obtaining an EIN from the IRS.
2. *501(c)(3) Application.* Most of my firm's efforts would be focused on drafting and preparing the Form 1023, Application for Tax-Exempt Status for the organization once the Iowa nonprofit corporation is set up. Given the anticipated amount of funds that will eventually be received by the organization, a Form 1023 (as opposed to a short-form application, Form 1023-EZ) will have to be completed.

The filing fee charged by the State of Iowa to form the nonprofit corporation is \$20, and the IRS charges \$600 for submission of Form 1023. Our fees would vary depending on our involvement with item #1 and the amount of back-and forth between our office and relevant stakeholders, as well as our office and the IRS, for handling item #2. That said, we would be willing to cap our fees for this project at \$2,000, with the total cap (including filing fees) being \$2,620. We would of course pass on any savings to you in the event our fees are less than the cap. Should the scope of the project substantially change during the course

of our work, we would also notify you of how, if at all, that may affect our fees before proceeding with any additional work. If an engagement letter is needed, we are happy to provide one.

Please let me know if there are any questions. I can be reached at the mailing address, phone number, and fax number listed below in my signature block. Thank you.

Sincerely,



John A. Richter
BEECHER, FIELD, WALKER, MORRIS,
HOFFMAN & JOHNSON, P.C.
620 Lafayette St. Ste. 300
Waterloo, IA 50703
Phone: 319-234-1766
Fax: 319-234-1225

cc: Brian Schoon, Executive Director, INRCOG



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 Mayor Laudick and City Council
FROM: Cory Hurless, Cultural Programs Supervisor
DATE: February 26, 2024
SUBJECT: Iowa Arts Council Cultural Leadership Partners Program Operating Support Grant (CLP)

The Hearst Center intends to reapply for the Iowa Arts Council Cultural Leadership Partners Program Operating Support Grant opportunity (CLP Grant). If awarded, this grant opportunity would provide a 3-year grant award of \$30,000, with an annual disbursement of \$10,000. In 2021, the Hearst was recognized as a Cultural Leadership Partner by the IAC and awarded this grant because of the professional quality of its programs and equitable approach to providing a variety of arts services to the community.

The grant does not have a match requirement. The Hearst uses CLP grant funds for education supplies, Creative Arts For Everyone (Café) outreach, permanent collection conservation projects, and special programs throughout the year such as traveling exhibits or honorariums for hosting artists. Annual disbursement funds must be spent by June 30 each year of the award. All grant materials must be submitted by April 1, 2024, with notifications to occur in late spring.

Funding for the program is made possible by an annual appropriation from the Iowa Legislature to the Iowa Arts Council, a division of the Iowa Economic Development Authority and by the National Endowment for the Arts, a federal agency.

Please reach out if you have any questions.

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

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM

TO: Mayor Daniel Laudick and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: February 20, 2024
SUBJECT: Sponsor Agreement for Panthers on Parade Project

The Cedar Falls Tourism & Visitors Bureau is bringing Panthers on Parade, a community pride project featuring the University of Northern Iowa's TC mascot, to the Cedar Valley.

There are 26 new six-foot tall fiberglass mascots that will be displayed at various locations throughout the Cedar Falls area. Panthers on Parade sponsorships are \$5,500 and cover the cost of mascot production, artist stipends, installation, promotions and more.

Tourism staff will assist sponsors with securing an artist, delivery and installation of the mascot, up to \$500 in repairs during the display period, and promotion of the program through paid and earned media.

Staff recommends approving this agreement.

Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between BYRON JACOBSON who resides at 4919 UNIVERSITY AVENUE (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: BYRON JACOBSON Title: AGENT

Signature: [Handwritten Signature] Date: 10/24/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

Item 11.

This Sponsorship Agreement is between Brent Dahlstrom who resides at 604 Clay Street, Cedar Falls, IA (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Brent Dahlstrom

Title: manager

Signature: 

Date: 9/29/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Cedar Valley Arboretum @ Hawkeye Community College who resides at 1927 E. Orange Rd., W4100 (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: April Leadley

Title: V.P. Board of Directors

Signature: April Leadley

Date: 10-6-23

Cathy Diebergall, Program & Event Coordinator

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Cedar Valley Dental Associates who resides at 3722 Cedar Heights Dr (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
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- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6’ fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor’s property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City’s allotted \$500 repair expense and sponsor is not interested in funding full repair.
- *Optional:* Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor’s expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- *Optional:* Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Aaron Brummer

Title: CEO

Signature: 

Date: 11/6/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between College Hill Partnership who resides at 2304 College Street (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
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- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
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- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6’ fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor’s property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City’s allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Move, remove or discard mascot following display period ending October 27, 2024, at sponsor’s expense. If showing wear and tear at any time following October 27, 2024, sponsor must remove mascot.
- Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Hannah Crisman

Title: President, Board of Directors

Signature: 

Date: 9/14/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Community Bank & Trust who resides at 312 W 1st St Cedar Falls IA (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
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- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
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- Work with City on installation location and have representative onsite during installation.
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- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Stacey Bentley

Title: PRESIDENT & CEO

Signature: Stacey Bentley

Date: 10.2.2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between First Bank who resides at 602 Main St., Cedar Falls (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
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- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
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- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
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- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024.
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- Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: Shelley Murphy

Title: Marketing Director

Signature: Shelley Murphy

Date: 9/13/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

**Panthers on Parade Sponsorship
Mascot Parade May – October 2024**

This Sponsorship Agreement is between GreenState Credit Union who resides at GreenState Credit Union (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Delivery and installation of mascot shall only occur after consultation with GreenState Credit Union staff. GreenState Staff must approve the method and manner of installation. GreenState staff must be on site at the time of installation.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

City

Name:

Signature:

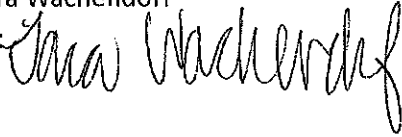
Title:

Date:

Sponsor

Name: Tara Wachendorf

Signature:



Title: VP/Public Relations

Date: 10/30/2023

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Hansen's Dairy who resides at 123 E. 18th St., Cedar Falls (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Move, remove or discard mascot following display period ending October 27, 2024, at sponsor's expense. If showing wear and tear at any time following October 27, 2024, sponsor must remove mascot.
- Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Jordan Hansen

Title: Secretary

Signature: Jordan Hansen

Date: 9/13/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Hy-Jec who resides at 6301 University Ave (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: Ryan Papler

Title: District Director Hy-Jec

Signature: [Signature]

Date: 9.28.23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between JCAM Properties, LLC who resides at 2512 Whitetail Drive (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

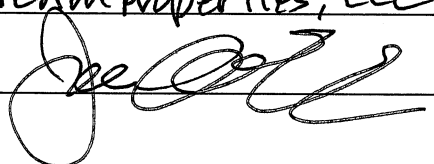
1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- *Optional:* Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- *Optional:* Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor James Coloff Fur
 Name: JCAM Properties, LLC
 Signature: 

Title: Manager
 Date: 11/27/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Mindy Schmidt who resides at John Deere (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name:

Mindy Schmidt

Title:

Community Relations Manager

Signature:

Mindy Schmidt

Date:

10/2/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Martin Bros. who resides at CF Industrial Park (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Angela Dark

Title: Director of Marketing

Signature: [Handwritten Signature]

Date: 10/5/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between New Abaya Lifescapes ~~New Abaya Lifescapes~~ 901 Blackhawk Rd Waterloo (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Geise Bergen

Title: CEO President

Signature: Geise Bergen

Date: 10/11/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between ___SCHEELS_____ who resides at _402 Viking Plaza Drive, Cedar Falls, IA 50613_ (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

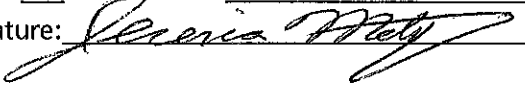
2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Jeremia Matz

Title: Marketing Leader

Signature: 

Date: 9/29/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Sober Family McDonald's who resides at 1010 S. Grand Ave. Ste. 4 Soletta (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Emily Garden (Sober Family Mcd's) Title: Marketing Supervisor

Signature: Emily Garden Date: 2-19-24

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Structure Real Estate who resides at 201 Washington, Cedar Falls, IA (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Structure Real Estate Andrew Schopf Title: Owner

Signature: Andrew Schopf Date: 9/29/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between The Brass Tap who resides at 421 Main St. Cedar Falls IA, 50613 (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Signature: The Brass Tap

Date: Owner

Walter Burt

10/17/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between University of Northern Iowa who resides at Cedar Falls campus (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:


- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: Jim Jermier

Title: President, UNI Foundation

Signature: 

Date: 10/11/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Unite Credit Union who resides at 802 W 29th St. CF IA 50613 (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: Dylan Hayen

Title: Branch Manager

Signature: Dylan Hayen

Date: 9/29/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship

Mascot Parade May – October 2024

Item 30.

This Sponsorship Agreement is between Urban Pie who resides at 200 State St ste 101 (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2: Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name:

Justin Beck

Title:

Owner

Signature:

[Handwritten Signature]

Date:

10-12-23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Veridian Credit Union who resides at 1827 Ansborough Ave, Waterloo (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- *Optional:* Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- *Optional:* Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: Julie Gage

Title: Public Relations Strategist

Signature: Julie A. Gage

Date: 9/29/2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Western Home Communities who resides at 5307 Caraway Ln, Cedar Falls, IA 50613 (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

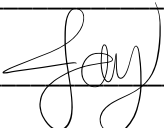
- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6’ fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor’s property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City’s allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor’s expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Jay Morales for Western Home Communities Title: Digital Marketing Manager

Signature:  Date: Oct 3, 2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Witham Auto who resides at 2728 S Main St, Cedar Falls (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor Name: JASON WITHAM

Title: Pres.

Signature: [Handwritten Signature]

Date: 10/17/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

**DEPARTMENT OF COMMUNITY DEVELOPMENT**

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

MEMORANDUM

TO: Mayor Daniel Laudick and City Council
FROM: Jennifer Pickar, Tourism & Cultural Programs Manager
DATE: February 20, 2024
SUBJECT: Temporary Encroachment Agreements for Panthers on Parade Project

The Cedar Falls Tourism & Visitors Bureau is bringing Panthers on Parade, a community pride project featuring the University of Northern Iowa's TC mascot, to the Cedar Valley. The project includes 26 new six-foot tall fiberglass mascots embellished by local artists and displayed at various locations throughout the Cedar Falls area from May through October 2024. The project has engaged local business sponsors to cover project expenses.

Four sponsor businesses and organizations are seeking a temporary encroachment agreement to display their TC mascot on public property during the display period beginning no earlier than May 1, 2024 and ending no later than November 10, 2024. Please note the included sponsor agreements (exhibit b) will be updated upon approval by City Council.

Staff recommends approval.

Best regards.

Cc: Stephanie Houk Sheetz, Community Development Director

Prepared by: Cedar Falls Community Development Department, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

TEMPORARY ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into by and between College Hill Neighborhood Association doing business as College Hill Partnership (hereinafter “Applicant”), and the City of Cedar Falls, Iowa (hereinafter the “City”), on this 17th day of February, 2024.

WHEREAS, The Cedar Falls Tourism & Visitors Bureau is bringing “Panthers on Parade”, a community pride project featuring the University of Northern Iowa’s “TC” mascot, to the Cedar Valley; and

WHEREAS, Approximately 25 six-foot tall fiberglass mascots will be embellished by local artists and displayed at various locations throughout Cedar Falls and the Cedar Valley from May through October 2024; and

WHEREAS, the Applicant is purchasing and embellishing one of the six-foot tall fiberglass mascots, (hereinafter the “Encroachment”) and proposes to temporarily place and maintain said mascot in a specified area within the City’s public right-of-way pursuant to this agreement; and

WHEREAS, a site plan illustrating the location of the Encroachment Area within the public right-of-way is attached hereto, marked Exhibit “A”, and by this reference incorporated herein (hereinafter the “Site Plan”); and

WHEREAS, the City will allow the Encroachment in the City’s public right-of-way as depicted in Exhibit “A”, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City and the Applicant have reached agreement thereon, and desire to reduce their agreement to writing.

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the City and the Applicant, as follows:

1. Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the public right-of-way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
2. Grant of Encroachment. The City hereby grants Applicant a non-exclusive, limited license and right to temporarily place and maintain the Encroachment within the Encroachment Area of the public right-of-way as shown in exhibit “A”, subject, however, to the rights of the City, of Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license, for access over, under, or upon the public right-of-way, and is expressly subject, however, to the condition that any damage that occurs to the Encroachment or Encroachment Area during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein. Installation of the Encroachment shall be done by the City at the City’s cost

pursuant to the Panthers on Parade Sponsorship Agreement attached hereto as Exhibit “B” and incorporated herein by this reference.

3. Removal or Relocation at Request of City, Cedar Falls Utilities, or Other Utility Provider. If, for any reason, it is necessary to undertake any work which cannot reasonably be accomplished without the removal of Applicant’s Encroachment, then, upon seven (7) days written notice to Applicant from the City, Cedar Falls Utilities, or Other Utility Provider having a valid permit from the City to do the work, Cedar Falls Public Works, or their designated contractor shall remove the Encroachment from the Encroachment Area. If the City, in consultation with the Applicant, determines an acceptable alternate location for the Encroachment, whether temporarily or for the remainder of the Agreement Term, it may be moved to that new location.
4. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon seven (7) days written notice, require removal or relocation of the Encroachment from the Encroachment Area, if the City determines the removal of the Encroachment is necessary or appropriate for any reason.
5. Term of Agreement. The term of this Agreement shall be from May 1st, 2024 until November 10th, 2024, unless terminated otherwise pursuant to the provisions of this Agreement.
6. Termination of Agreement. This Agreement shall terminate no later than November 10th, 2024 but may be terminated earlier upon the occurrence of any one of the following events:
 - a. The Encroachment is discontinued by Applicant and no longer continues to exist; or
 - b. Applicant is required to permanently remove the Encroachment as provided in paragraph 3 or in paragraph 4 of this Agreement.

Upon termination by the expiration of the Term or any one or more of the foregoing events, Applicant shall contact Cedar Falls Public Works to arrange pick-up of the slab on which the Encroachment is fastened, to be removed on the same day that Applicant will remove the Encroachment from the Public Right-of-Way, and this Agreement shall thereupon automatically terminate. With the exception of slab removal, the removal of the Encroachment upon termination of this agreement is at the sole cost of the Applicant. In no case shall the Encroachment be on public property after November 10th, 2024. If not removed by that date, the City will remove the Encroachment at the Applicant’s cost. Any costs incurred by the City related to removal and other handling of the Encroachment above and beyond removal of the slab will be billed to and must be paid by the Applicant. In addition, the Applicant is responsible for the cost of repairing any damage to the public right-of-way caused by or related to the display of the mascot within the City’s public right-of-way.

7. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant’s Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment or to the Property of Applicant arising out of any work by such other entities.



Exhibit A

Total: 9.90 ft

**Approximate Location; 3'x3' footprint
Must leave at least 5' walking space on sidewalk**

The City of Cedar Falls does not guarantee the accuracy of the information contained on maps accessible on this site. This information is provided for demonstration purposes only. All warranties, express and implied, are hereby disclaimed.

EXHIBIT B Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between College Hill Partnership who resides at 2304 College Street (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6’ fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor’s property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City’s allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Move, remove or discard mascot following display period ending October 27, 2024, at sponsor’s expense. If showing wear and tear at any time following October 27, 2024, sponsor must remove mascot.
- Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Hannah Crisman

Title: President, Board of Directors

Signature: 

Date: 9/14/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Prepared by: Cedar Falls Community Development Department, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

TEMPORARY ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into by and between Community Bank & Trust (hereinafter "Applicant"), and the City of Cedar Falls, Iowa (hereinafter the "City"), on this 21st day of Feb, 2024.

WHEREAS, The Cedar Falls Tourism & Visitors Bureau is bringing "Panthers on Parade", a community pride project featuring the University of Northern Iowa's "TC" mascot, to the Cedar Valley; and

WHEREAS, Approximately 25 six-foot tall fiberglass mascots will be embellished by local artists and displayed at various locations throughout Cedar Falls and the Cedar Valley from May through October 2024; and

WHEREAS, the Applicant is purchasing and embellishing one of the six-foot tall fiberglass mascots, (hereinafter the "Encroachment") and proposes to temporarily place and maintain said mascot in a specified area within the City's public right-of-way pursuant to this agreement; and

WHEREAS, a site plan illustrating the location of the Encroachment Area within the public right-of-way is attached hereto, marked Exhibit "A", and by this reference incorporated herein (hereinafter the "Site Plan"); and

WHEREAS, the City will allow the Encroachment in the City's public right-of-way as depicted in Exhibit "A", subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City and the Applicant have reached agreement thereon, and desire to reduce their agreement to writing.

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the City and the Applicant, as follows:

1. Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the public right-of-way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
2. Grant of Encroachment. The City hereby grants Applicant a non-exclusive, limited license and right to temporarily place and maintain the Encroachment within the Encroachment Area of the public right-of-way as shown in exhibit "A", subject, however, to the rights of the City, of Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license, for access over, under, or upon the public right-of-way, and is expressly subject, however, to the condition that any damage that occurs to the Encroachment or Encroachment Area during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein. Installation of the Encroachment shall be done by the City at the City's cost

pursuant to the Panthers on Parade Sponsorship Agreement attached hereto as Exhibit "B" and incorporated herein by this reference.

3. Removal or Relocation at Request of City, Cedar Falls Utilities, or Other Utility Provider. If, for any reason, it is necessary to undertake any work which cannot reasonably be accomplished without the removal of Applicant's Encroachment, then, upon seven (7) days written notice to Applicant from the City, Cedar Falls Utilities, or Other Utility Provider having a valid permit from the City to do the work, Cedar Falls Public Works, or their designated contractor shall remove the Encroachment from the Encroachment Area. If the City, in consultation with the Applicant, determines an acceptable alternate location for the Encroachment, whether temporarily or for the remainder of the Agreement Term, it may be moved to that new location.
4. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon seven (7) days written notice, require removal or relocation of the Encroachment from the Encroachment Area, if the City determines the removal of the Encroachment is necessary or appropriate for any reason.
5. Term of Agreement. The term of this Agreement shall be from May 1st, 2024 until November 10th, 2024, unless terminated otherwise pursuant to the provisions of this Agreement.
6. Termination of Agreement. This Agreement shall terminate no later than November 10th, 2024 but may be terminated earlier upon the occurrence of any one of the following events:
 - a. The Encroachment is discontinued by Applicant and no longer continues to exist; or
 - b. Applicant is required to permanently remove the Encroachment as provided in paragraph 3 or in paragraph 4 of this Agreement.

Upon termination by the expiration of the Term or any one or more of the foregoing events, Applicant shall contact Cedar Falls Public Works to arrange pick-up of the slab on which the Encroachment is fastened, to be removed on the same day that Applicant will remove the Encroachment from the Public Right-of-Way, and this Agreement shall thereupon automatically terminate. With the exception of slab removal, the removal of the Encroachment upon termination of this agreement is at the sole cost of the Applicant. In no case shall the Encroachment be on public property after November 10th, 2024. If not removed by that date, the City will remove the Encroachment at the Applicant's cost. Any costs incurred by the City related to removal and other handling of the Encroachment above and beyond removal of the slab will be billed to and must be paid by the Applicant. In addition, the Applicant is responsible for the cost of repairing any damage to the public right-of-way caused by or related to the display of the mascot within the City's public right-of-way.

7. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant's Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment or to the Property of Applicant arising out of any work by such other entities.



Exhibit A

Total: 15.37 ft

Total: 17.71 ft

**Approximate location; 3'x3' footprint
Must leave at least 5' walking space on sidewalk
and keep the ADA path clear**

EXHIBIT B Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Community Bank & Trust who resides at 312 W 1st St Cedar Falls IA (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Stacey Bentley

Title: PRESIDENT & CEO

Signature: Stacey Bentley

Date: 10.2.2023

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Prepared by: Cedar Falls Community Development Department, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

TEMPORARY ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into by and between Structure Real Estate (hereinafter "Applicant"), and the City of Cedar Falls, Iowa (hereinafter the "City"), on this _____ day of _____, 20____.

WHEREAS, The Cedar Falls Tourism & Visitors Bureau is bringing "Panthers on Parade", a community pride project featuring the University of Northern Iowa's "TC" mascot, to the Cedar Valley; and

WHEREAS, Approximately 25 six-foot tall fiberglass mascots will be embellished by local artists and displayed at various locations throughout Cedar Falls and the Cedar Valley from May through October 2024; and

WHEREAS, the Applicant is purchasing and embellishing one of the six-foot tall fiberglass mascots, (hereinafter the "Encroachment") and proposes to temporarily place and maintain said mascot in a specified area within the City's public right-of-way pursuant to this agreement; and

WHEREAS, a site plan illustrating the location of the Encroachment Area within the public right-of-way is attached hereto, marked Exhibit "A", and by this reference incorporated herein (hereinafter the "Site Plan"); and

WHEREAS, the City will allow the Encroachment in the City's public right-of-way as depicted in Exhibit "A", subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City and the Applicant have reached agreement thereon, and desire to reduce their agreement to writing.

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the City and the Applicant, as follows:

1. Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the public right-of-way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
2. Grant of Encroachment. The City hereby grants Applicant a non-exclusive, limited license and right to temporarily place and maintain the Encroachment within the Encroachment Area of the public right-of-way as shown in exhibit "A", subject, however, to the rights of the City, of Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license, for access over, under, or upon the public right-of-way, and is expressly subject, however, to the condition that any damage that occurs to the Encroachment or Encroachment Area during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein. Installation of the Encroachment shall be done by the City at the City's cost

pursuant to the Panthers on Parade Sponsorship Agreement attached hereto as Exhibit "B" and incorporated herein by this reference.

3. Removal or Relocation at Request of City, Cedar Falls Utilities, or Other Utility Provider. If, for any reason, it is necessary to undertake any work which cannot reasonably be accomplished without the removal of Applicant's Encroachment, then, upon seven (7) days written notice to Applicant from the City, Cedar Falls Utilities, or Other Utility Provider having a valid permit from the City to do the work, Cedar Falls Public Works, or their designated contractor shall remove the Encroachment from the Encroachment Area. If the City, in consultation with the Applicant, determines an acceptable alternate location for the Encroachment, whether temporarily or for the remainder of the Agreement Term, it may be moved to that new location.
4. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon seven (7) days written notice, require removal or relocation of the Encroachment from the Encroachment Area, if the City determines the removal of the Encroachment is necessary or appropriate for any reason.
5. Term of Agreement. The term of this Agreement shall be from May 1st, 2024 until November 10th, 2024, unless terminated otherwise pursuant to the provisions of this Agreement.
6. Termination of Agreement. This Agreement shall terminate no later than November 10th, 2024 but may be terminated earlier upon the occurrence of any one of the following events:
 - a. The Encroachment is discontinued by Applicant and no longer continues to exist; or
 - b. Applicant is required to permanently remove the Encroachment as provided in paragraph 3 or in paragraph 4 of this Agreement.

Upon termination by the expiration of the Term or any one or more of the foregoing events, Applicant shall contact Cedar Falls Public Works to arrange pick-up of the slab on which the Encroachment is fastened, to be removed on the same day that Applicant will remove the Encroachment from the Public Right-of-Way, and this Agreement shall thereupon automatically terminate. With the exception of slab removal, the removal of the Encroachment upon termination of this agreement is at the sole cost of the Applicant. In no case shall the Encroachment be on public property after November 10th, 2024. If not removed by that date, the City will remove the Encroachment at the Applicant's cost. Any costs incurred by the City related to removal and other handling of the Encroachment above and beyond removal of the slab will be billed to and must be paid by the Applicant. In addition, the Applicant is responsible for the cost of repairing any damage to the public right-of-way caused by or related to the display of the mascot within the City's public right-of-way.

7. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant's Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment or to the Property of Applicant arising out of any work by such other entities.



Exhibit A



**Approximate Location; 3'x3' footprint
Must leave at least 5' walking space on sidewalk**

Total: 12.76 ft

EXHIBIT B Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between Structure Real Estate who resides at 201 Washington, Cedar Falls, IA (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
- Provide up to \$500 in repairs during display period of May 1, 2023 – October 27, 2024.
- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Name: Structure Real Estate Andrew Schopf Title: Owner

Signature: Andrew Schopf Date: 9/29/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

Prepared by: Cedar Falls Community Development Department, 220 Clay Street, Cedar Falls, IA 50613, Phone: (319) 273-8600

TEMPORARY ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into by and between Burtis Core, Inc, dba The Brass Tap Cedar Falls (hereinafter “Applicant”), and the City of Cedar Falls, Iowa (hereinafter the “City”), on this ____ day of _____, 20__.

WHEREAS, The Cedar Falls Tourism & Visitors Bureau is bringing “Panthers on Parade”, a community pride project featuring the University of Northern Iowa’s “TC” mascot, to the Cedar Valley; and

WHEREAS, Approximately 25 six-foot tall fiberglass mascots will be embellished by local artists and displayed at various locations throughout Cedar Falls and the Cedar Valley from May through October 2024; and

WHEREAS, the Applicant is purchasing and embellishing one of the six-foot tall fiberglass mascots, (hereinafter the “Encroachment”) and proposes to temporarily place and maintain said mascot in a specified area within the City’s public right-of-way pursuant to this agreement; and

WHEREAS, a site plan illustrating the location of the Encroachment Area within the public right-of-way is attached hereto, marked Exhibit “A”, and by this reference incorporated herein (hereinafter the “Site Plan”); and

WHEREAS, the City will allow the Encroachment in the City’s public right-of-way as depicted in Exhibit “A”, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the City and the Applicant have reached agreement thereon, and desire to reduce their agreement to writing.

THEREFORE, IT IS HEREBY MUTUALLY AGREED by and between the City and the Applicant, as follows:

1. Acknowledgment of City Ownership of Public Right-of-Way. Applicant hereby acknowledges, recognizes and affirms the existence and public ownership of the public right-of-way, and claims no rights or interests therein, except to the limited extent expressly provided for in this Agreement.
2. Grant of Encroachment. The City hereby grants Applicant a non-exclusive, limited license and right to temporarily place and maintain the Encroachment within the Encroachment Area of the public right-of-way as shown in exhibit “A”, subject, however, to the rights of the City, of Cedar Falls Utilities, and of any other public or private corporation to which the City has granted a utility license or right-of-way license, for access over, under, or upon the public right-of-way, and is expressly subject, however, to the condition that any damage that occurs to the Encroachment or Encroachment Area during the term of this Agreement shall be at the sole risk and expense of Applicant, including any expenses relating to removal or replacement of the Encroachment, as provided herein. Installation of the Encroachment shall be done by the City at the City’s cost

pursuant to the Panthers on Parade Sponsorship Agreement attached hereto as Exhibit “B” and incorporated herein by this reference.

3. Removal or Relocation at Request of City, Cedar Falls Utilities, or Other Utility Provider. If, for any reason, it is necessary to undertake any work which cannot reasonably be accomplished without the removal of Applicant’s Encroachment, then, upon seven (7) days written notice to Applicant from the City, Cedar Falls Utilities, or Other Utility Provider having a valid permit from the City to do the work, Cedar Falls Public Works, or their designated contractor shall remove the Encroachment from the Encroachment Area. If the City, in consultation with the Applicant, determines an acceptable alternate location for the Encroachment, whether temporarily or for the remainder of the Agreement Term, it may be moved to that new location.
4. Removal of Encroachment at Request of City. Applicant also acknowledges and agrees that the City may, upon seven (7) days written notice, require removal or relocation of the Encroachment from the Encroachment Area, if the City determines the removal of the Encroachment is necessary or appropriate for any reason.
5. Term of Agreement. The term of this Agreement shall be from May 1st, 2024 until November 10th, 2024, unless terminated otherwise pursuant to the provisions of this Agreement.
6. Termination of Agreement. This Agreement shall terminate no later than November 10th, 2024 but may be terminated earlier upon the occurrence of any one of the following events:
 - a. The Encroachment is discontinued by Applicant and no longer continues to exist; or
 - b. Applicant is required to permanently remove the Encroachment as provided in paragraph 3 or in paragraph 4 of this Agreement.

Upon termination by the expiration of the Term or any one or more of the foregoing events, Applicant shall contact Cedar Falls Public Works to arrange pick-up of the slab on which the Encroachment is fastened, to be removed on the same day that Applicant will remove the Encroachment from the Public Right-of-Way, and this Agreement shall thereupon automatically terminate. With the exception of slab removal, the removal of the Encroachment upon termination of this agreement is at the sole cost of the Applicant. In no case shall the Encroachment be on public property after November 10th, 2024. If not removed by that date, the City will remove the Encroachment at the Applicant’s cost. Any costs incurred by the City related to removal and other handling of the Encroachment above and beyond removal of the slab will be billed to and must be paid by the Applicant. In addition, the Applicant is responsible for the cost of repairing any damage to the public right-of-way caused by or related to the display of the mascot within the City’s public right-of-way.

7. No Restriction on City Rights. Nothing in this Agreement shall restrict the right of the City to engage in any work anywhere within the public right-of-way of the City, whether occupied by Applicant’s Encroachment or otherwise. Without limiting the generality of the foregoing, the City and Cedar Falls Utilities reserve the right to install any public infrastructure that may be deemed necessary or proper by the City or Cedar Falls Utilities anywhere within the public right-of-way, whether occupied by the Encroachment or not. The City may also permit other utility providers or public or private corporations to install facilities within the public right-of-way of the City, and the City shall not be liable to Applicant for any damages to the Encroachment or to the Property of Applicant arising out of any work by such other entities.

- 8. Powers of City. Except as otherwise expressly provided herein, nothing in this Agreement shall be construed to limit any right or power of the City in any manner whatsoever, whether relating to the City's public right-of-way or any other rights and powers of the City.
- 9. Release of Liability and Indemnification. Applicant shall protect, indemnify, defend, and hold the City and its officers, agents and officials, and Cedar Falls Utilities, and any utility provider or other public or private corporation to which the City has granted a license to install utility facilities in the public right-of-way, harmless from any claim or liability, and against all damages or expenses arising directly or indirectly out of the use, presence, maintenance or removal of the Encroachment, including all expenses and reasonable attorneys' fees and costs of litigation. Applicant agrees to accept the risk of having the Encroachment located in the public right-of-way, including the possible risk of damage or injury to the Encroachment or the Encroachment Area, and agrees to release and discharge the City, Cedar Falls Utilities, and any other public or private corporation that has been granted a license to install utility services in the Public Right-of-Way, for damage or injury to the Encroachment or Encroachment Area.
- 10. Delivery of Notices. Any notices hereunder shall be in writing and shall be delivered via certified mail and addressed as follows, unless indicated otherwise in the future:

If to the City: City of Cedar Falls, Iowa
 ATTN: City Clerk
 220 Clay Street
 Cedar Falls, IA 50613

If to Applicant or Current Owner: Brutis Core, Inc. dba The Brass Tap
 421 Main Street
 Cedar Falls, IA 50613

- 11. Governing Law; Legal Action. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. In any legal proceedings to enforce this Agreement, the parties agree and consent to submit to the jurisdiction and venue of the Iowa District Court for Black Hawk County.
- 12. Entire Agreement. This Agreement, together with any exhibits referenced herein, together constitute the entire Agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

APPLICANT – BRUTIS CORE, INC dba The Brass Tap

By: 
 Walter Burtis, President

CITY OF CEDAR FALLS, IOWA

By: _____
 Daniel Laudick, Mayor

ATTEST:

 Kim Kerr, City Clerk



Exhibit A



Total: 12.76 ft

**Approximate Location; 3'x3' footprint
Must leave at least 5' walking space on sidewalk**

The City of Cedar Falls does not guarantee the accuracy of the information contained on maps accessible on this site. This information is provided for demonstration purposes only. All warranties, express and implied, are hereby disclaimed.

EXHIBIT B Panthers on Parade Sponsorship Mascot Parade May – October 2024

This Sponsorship Agreement is between The Brass Tap who resides at 421 Main St. Cedar Falls IA, 50613 (Sponsor) and the City of Cedar Falls (City) for the purpose of the Panthers on Parade community pride project. This project is intended as a temporary display of mascots to attract residents and visitors to view them at different locations throughout the community.

1. City Obligations

The City will:

- Provide all sponsors access to a variety of approved mascot designs in order that payments are received.
- Contract with and provide payment to artists.
- Lead communication between the sponsors and artists.
- Pay for and arrange clear coat to all embellished mascots and a small plaque for each mascot indicating the Artist, Mascot Title, and Sponsor.
- Deliver and install mascot at agreed upon site on or around May 1, 2024, which may include concrete pad based on agreed upon site. City will pay for delivery, installation and concrete pad expenses.
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- Promote Panthers on Parade to local, statewide, and regional audiences encouraging visitation to each mascot location through paid and earned media.

2. Sponsor Obligations

- Pay \$5,500 due to City of Cedar Falls by January 5, 2024.
- Select an approved mascot embellishment design at time of payment.
- Work with City on installation location and have representative onsite during installation.
- Own the embellished 6' fiberglass mascot upon installation.
- Allow the City the rights to the name, image, likeness of the mascot once embellished, along with the area of Sponsor's property where mascot is installed.
- Display in a public and preferably outdoor setting from installation through October 27, 2024 for initial campaign launch.
- Communicate any damages to mascot to the City project manager during public display period. Consider early removal of mascot if damages incurred during public display period are above City's allotted \$500 repair expense and sponsor is not interested in funding full repair.
- Optional: Sponsor may move mascot indoors following initial display period ending October 27, 2024, at sponsor's expense. If showing excessive wear and tear at any time following October 27, 2024, sponsor must remove mascot for repairs.
- Optional: Advise City by October 1, 2024, of request to pick up concrete pad if it was part of initial installation. Mascots are not eligible for City pick up.

Sponsor

Signature: The Brass Tap

Date: Owner

Walter Burt

10/17/23

CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

Attest: _____
Kim Kerr, CMC, City Clerk

Date: _____

RESOLUTION NO. _____

RESOLUTION APPROVING THE R-P, PLANNED RESIDENTIAL DISTRICT MASTER PLAN AND THE DEVELOPMENTAL PROCEDURES AGREEMENT FOR 54.79 ACRES OF LAND LOCATED NORTH OF ALDRICH ELEMENTARY SCHOOL AND SOUTH OF W. GREENHILL ROAD

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

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

WHEREAS, said R-P, Planned Residence District, allows for development flexibility according to a master plan to ensure that the area is developed in an orderly manner according to the principles of the Cedar Falls Comprehensive Plan; and

WHEREAS, said rezoning request was submitted alongside the master plan for the 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road, and the principles and provisions of which were to be incorporated into the developmental procedures agreement between the City and the owners of the property; and

WHEREAS, the Planning and Zoning Commission considered the rezoning request and proposed elements of the master plan and found that said rezoning and master plan is consistent with the City of Cedar Falls Comprehensive Plan and the intent of the R-P Planned Residence District and recommended approval thereof by the City Council of the City of Cedar Falls, Iowa; and

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning subject to the submitted master plan and a developmental procedures agreement; and

WHEREAS, the City Council of the City of Cedar Falls, Iowa, deems it in the best interests of the community to approve the master plan and the associated R-P Planned Residence District Developmental Procedures Agreement; and

NOW THEREFORE, be it resolved by the City Council of the City of Cedar Falls, Iowa, that the R-P Planned Residence District Master Plan for Panther West Addition, attached hereto as Exhibit A, and the Developmental Procedures Agreement, attached hereto and incorporated herein as Exhibit B, are hereby approved for 54.79 acres of land located North of Aldrich Elementary School and South of W. Greenhill Road, as illustrated on Exhibit A.

INTRODUCED AND ADOPTED this ____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

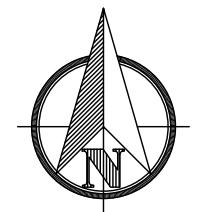
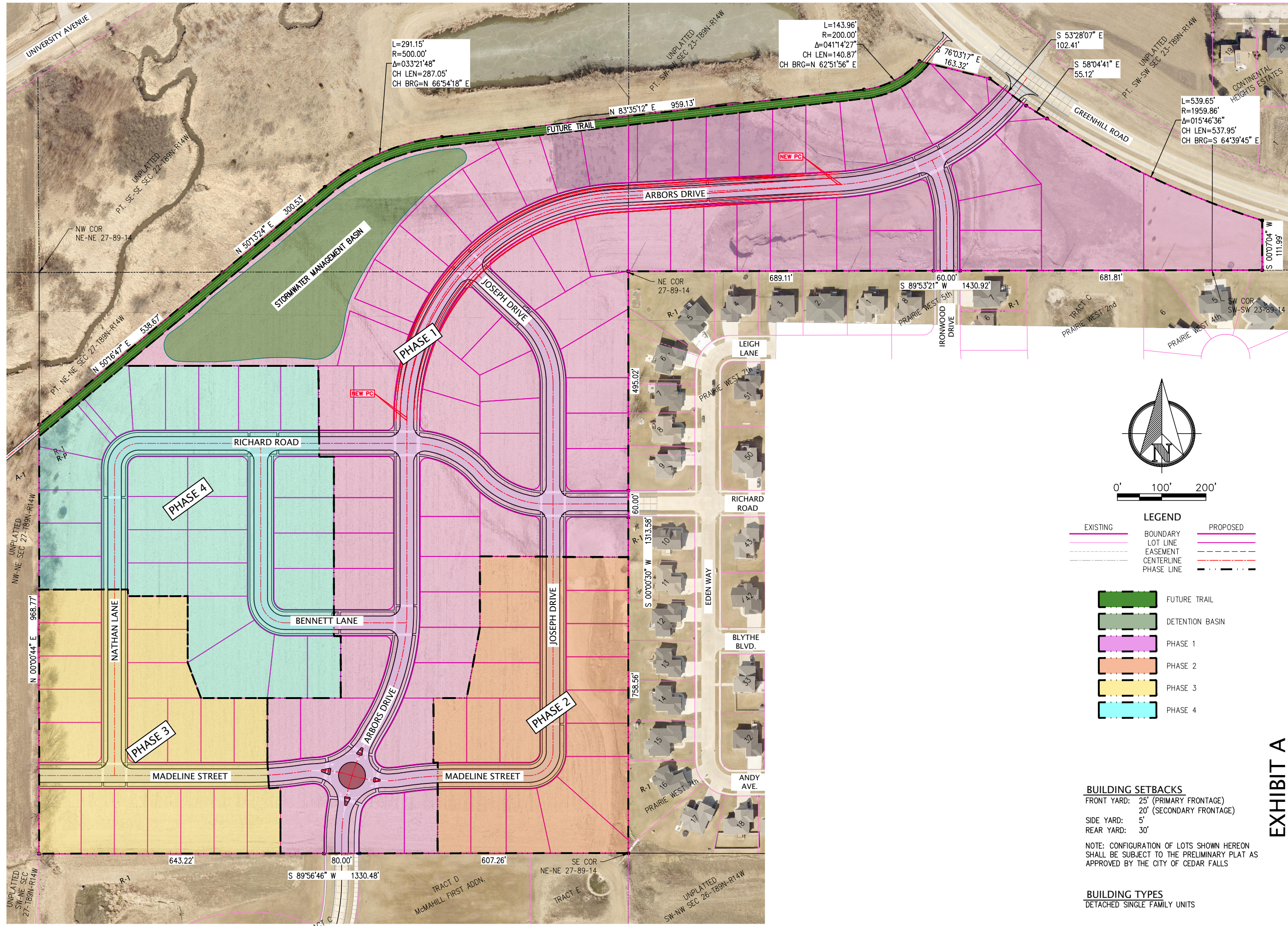
Kim Kerr, CMC, City Clerk



EXHIBIT A
DEVELOPMENT R-P MASTER PLAN

PANTHER WEST ADDITIONS

PANTHER FARMS, LLC
PN: PROJECT #



0' 100' 200'

LEGEND

	EXISTING		PROPOSED
	BOUNDARY		BOUNDARY
	LOT LINE		LOT LINE
	EASEMENT		EASEMENT
	CENTERLINE		CENTERLINE
	PHASE LINE		PHASE LINE

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

BUILDING SETBACKS

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

SIDE YARD: 5'

REAR YARD: 30'

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

BUILDING TYPES

DETACHED SINGLE FAMILY UNITS

Exhibit B

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

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

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

AND

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

AND

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

RECITALS

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

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

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

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

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

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

THE CITY OF CEDAR FALLS, IOWA

By: _____
Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

Panther Farms, LLC, Developer

By: 
Brent Dahlstrom, Member



DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council

FROM: Thomas Weintraut, AICP, Planner III

DATE: March 3, 2024

SUBJECT: Resolution to submit an application for a Swift Current Mitigation Grant to purchase Repetitive Loss and Severe Repetitive Loss properties in Northern Cedar Falls

This grant funding opportunity is part of a Federal program made available to states after a major disaster declaration. The State of Iowa received a pool of approximately \$10M because of the disaster declaration from flooding along the Mississippi River last spring. This funding can be used for flood mitigation of properties that; 1) have active flood insurance policies, 2) have not been mitigated, and 3) are identified as repetitive or severe repetitive loss properties by the National Flood Insurance Program and Flood Mitigation Assistance Program.

This grant is managed by the Iowa Department of Homeland Security and Emergency Management (IDHSEM) and is not a nationally competitive grant and therefore has a greater prospect of being awarded to the City. This grant would not require any matching funds; however, as with grant programs, the City would oversee the management of the project and incur any cost associated with the purchase and demolition costs upfront and then submit for payment reimbursement. The grant application can include up to \$32,000 in eligible relocation benefits for properties owners.

Staff has identified seven (7) residential and three (commercial) properties which would meet the eligibility requirements for the grant funding opportunity.

One of the adopted Council Goals, Work Program, and Financial Plan for FY24 is achieved with this project:

4.B.3) Continue the systematic and strategic buyout of flood-prone properties to retain viable areas based on quality of infrastructure, elevation, and contiguousness.

The Department of Community Development recommends that the City Council approve a resolution to submit and application to the ISHSEM for a Swift Current grant to purchase seven (7) residential and three (3) commercial properties. If you have questions, please contact the Community Development Department.

xc: Karen Howard, AICP, Planning and Community Services Manager
 Stephanie Houk Sheetz, AICP, Director of Community Development
 Jennifer Rodenbeck, Director of Finance and Business Operations



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, Civil Engineer II
DATE: February 26, 2024
SUBJECT: 2023 Sidewalk Assessment Project
Project No. SW-000-3301
Project Final Acceptance

The 2023 Sidewalk Assessment Project is completed and ready for final acceptance. This project involved the repair of deficient sidewalk adjacent to various property owners. This project will assess the cost of repair to the individual property owners.

This project was under contract with Boulder Contracting, LLC of Grundy Center, Iowa. Attached please find the following final documents:

- Final Pay Estimate (releases retainage)
- Copy of Maintenance Bond, Boulder Contracting, LLC
- Final Breakdown of Expenditures

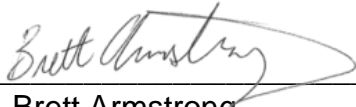
The following lien waivers have been received, reviewed by the Engineering Division, and are on file with the City Clerk:

Table with 2 columns: Boulder Contracting, LLC Suppliers (Benton's Ready Mix Concrete) and Boulder Contracting, LLC subcontractors (Maloney Lawn Landscape Snow).


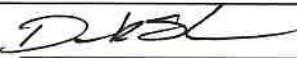
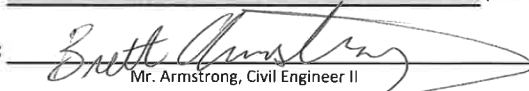
This project was funded by Special Assessment and below is a breakdown of final contract costs by the funding source:

Funding Source	Attributed Costs
Special Assessment	\$63,091.05

I certify that the public improvements for the 2023 Sidewalk Assessment Project was completed in reasonable compliance with the project plans and specifications.


Brett Armstrong 2/26/24
Date

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

	CONTRACTOR'S APPLICATION FOR PAYMENT	No. 3	Pay Application
2023 Sidewalk Assessment		Application Period: 11/16/23 to 02/05/24	Application Date: 11/29/23
Project Number: SW-000-3301	To (Owner): City of Cedar Falls	Via (Engineer): Mr. Armstrong	
Contract Completion Date: 12/01/23	From (Contractor): Boulder Contracting	Civil Engineer II	
Change Order Summary			
Approved Change Orders:			
Number	Additions (a)	Deductions (b)	
1	\$ -	\$ -	
2	\$ -	\$ -	
3	\$ -	\$ -	
4	\$ -	\$ -	
5	\$ -	\$ -	
6	\$ -	\$ -	
7	\$ -	\$ -	
8	\$ -	\$ -	
9	\$ -	\$ -	
10	\$ -	\$ -	
11	\$ -	\$ -	
12	\$ -	\$ -	
13	\$ -	\$ -	
14	\$ -	\$ -	
15	\$ -	\$ -	
Totals	\$ -	\$ -	
Net Change by Change Orders			
(a) + (b) = (c)	\$ -		
Contractor's Certification			
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.			
By (Contractor): 	Payment of: \$ 3,154.56 (Line 9 or Other: Attach Explanation if Other Amount)		
Date: 2/5/2024	Mr./Mrs. Project Manager	Is Respectfully Submitted: 	2/6/2024 Date Mr. Armstrong, Civil Engineer II

1. ORIGINAL CONTRACT PRICE	\$	74,473.50
2. NET CHANGE BY CHANGE ORDERS (c)	\$	-
3. CURRENT CONTRACT PRICE	\$	74,473.50
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	63,091.05
5. RETAINAGE		
a. 0% x \$ 63,091.05 Work Completed	\$	-
b. 5% x \$ - Stored Materials	\$	-
c. Total Retainage (Line 5a + Line 5b)	\$	-
6. CUMULATIVE LIQUIDATED DAMAGES CHARGED		
0 Days x Per Day	\$	-
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c - Line 6)	\$	63,091.05
8. LESS PREVIOUS PAYMENTS (Line 7 From Prior Application)	\$	59,936.49
9. AMOUNT DUE THIS APPLICATION	\$	3,154.56
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	63,091.05
11. % OF COMPLETION		
Original Contract Price (Line 10 ÷ Line 1)		85%
Current Contract Price (Line 10 ÷ Line 3)		85%

CONTRACTOR'S APPLICATION FOR PAYMENT **No. 3** **Estimate**

2023 Sidewalk Assessment	Application Period: 11/16/23 to 02/05/24	Application Date: 11/	Item 40.
Project Number: SW-000-3301	To (Owner): City of Cedar Falls	Via (Engineer): Mr. Ar	
Contract Completion Date: 12/01/23	From (Contractor): Boulder Contracting	Civil Engineer II	

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Application Quantities	Current Pay Application Quantities	Current Pay Application Value (E x H)	Estimated Quantity Installed (G + H)	Total Completed Value (E x J)	Value of Materials Presently Stored (Column M on Stored Materials)	Total Completed and Stored to Date (K + L)	% Original Contract (M + F)	Balance to Date (F - M)	Item Completed
Bid Item Number	Description	Unit													
1	OFF SITE TOPSOIL	Cu Yd	26.34	\$ 225.00	\$ 5,926.50	-	19.50	\$ 4,387.50	19.50	\$ 4,387.50	\$ -	\$ 4,387.50	74%	\$ 1,539.00	X
2	REMOVAL OF SIDEWALK	Sq Yd	367.90	\$ 43.00	\$ 15,819.70	307.19	-	\$ -	307.19	\$ 13,209.17	\$ -	\$ 13,209.17	83%	\$ 2,610.53	X
3	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 4 INCH	Sq Yd	357.28	\$ 95.00	\$ 33,941.60	293.67	-	\$ -	293.67	\$ 27,898.65	\$ -	\$ 27,898.65	82%	\$ 6,042.95	X
4	SIDEWALK REPLACEMENT, P.C.C., CLASS "C", 6 INCH	Sq Yd	10.62	\$ 255.00	\$ 2,708.10	13.92	-	\$ -	13.92	\$ 3,549.60	\$ -	\$ 3,549.60	131%	\$ (841.50)	X
5	TEMPORARY TRAFFIC CONTROL	LS	1.00	\$ 8,000.00	\$ 8,000.00	0.50	0.50	\$ 4,000.00	1.00	\$ 8,000.00	\$ -	\$ 8,000.00	100%	\$ -	X
6	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING	Sq Ft	1,404.80	\$ 5.75	\$ 8,077.60	-	1,051.50	\$ 6,046.13	1,051.50	\$ 6,046.13	\$ -	\$ 6,046.13	75%	\$ 2,031.48	X
Totals					\$ 74,473.50			\$ 14,433.63		\$ 63,091.05	\$ -	\$ 63,091.05		\$ 11,382.46	

Performance, Payment, and Maintenance Bond

SURETY BOND NO. 292561K

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 Seventy Four Thousand Four Hundred Seventy Three & 50/100 Dollars (\$ 74,473.50), 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 18th day of September 2023, hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**2023 Sidewalk Assessment Project
Sidewalk / Pavement / Seeding
Project SW-000-3301**

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-000-3301

Witness our hands, in triplicate, this 18th day of September, 2023.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Boulder Contracting, LLC
Contractor

By:


Signature

Printed Name of Agent

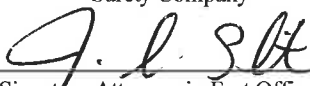
Owner
Title

SURETY:

Company Name

Westfield Insurance Company
Surety Company

Company Address

By: 
Signature Attorney-in-Fact Officer

City, State, Zip Code

Joseph I. Schmit, Attorney-in-Fact

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

AssuredPartners Great Plains, LLC

FORM APPROVED BY:

Company Name

Attorney for Owner

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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 06/20/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 142917 Item 40.

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 HORBACH, 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

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; and 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



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 **18th** day of **September** A.D., **2023**.



Frank A. Carrino, Secretary



Boulder Contracting, LLC

"think bigger, think better, think Boulder!"

Vendor:
Bentons
725 Center St
Cedar Falls IA 50613

Project: J9078
2023 Sidewalk Assessment

Invoice#	Invoice Total
212541	221.88
212469	1,206.50
212360	889.00
212412	1,584.00
212239	650.00
212303	1,415.00

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: _____

Date: _____

please use blue ink

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



Boulder Contracting, LLC
"think bigger, think better, think Boulder!"

Vendor:
Service Signing
PO Box 158
Cedar Falls IA 50613

Project: J9078
2023 Sidewalk Assessment

Invoice#	Invoice Total
4199	3,500.00

Certification: I/we the undersigned subcontractor hereby release lien rights on the above named project for payment received on this date for the invoices listed above.

Signed: Cristi Nagado

Date: 1-29-2024

please use blue ink

PO Box 310
606 E 1st St
Grundy Center, IA 50638

phone: 641-243-3285
fax: 319-538-0131



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, Civil Engineer II

DATE: February 23, 2024

SUBJECT: 2023 Sidewalk Assessment Project – Zone 1
 Project No. SW-000-3301
 Presentation of Final Statement of Expenditures for Material and Labor

The 2023 Sidewalk Assessment Project for Zone 1 is completed and ready for assessment. The project repaired deficient sidewalks adjacent to 63 private properties for a total assessment cost of \$63,091.05.

In 2022, approximately 150 notices were sent out for defective or missing sidewalks. The notices informed the property owners of their responsibility to repair the adjacent sidewalk. If the property owners didn't repair the sidewalk, the City would repair the sidewalk and assess the property. Sixty percent of the property owners notified repaired the defective or missing sidewalk, while forty percent of the property owners elected to have the City repair the defective sidewalk. The average cost of a defective sidewalk is \$29.00 per square foot.

Attached please find the Final Statement of Expenditures for Material and Labor for the 2023 Sidewalk Assessment Project for Zone 1.

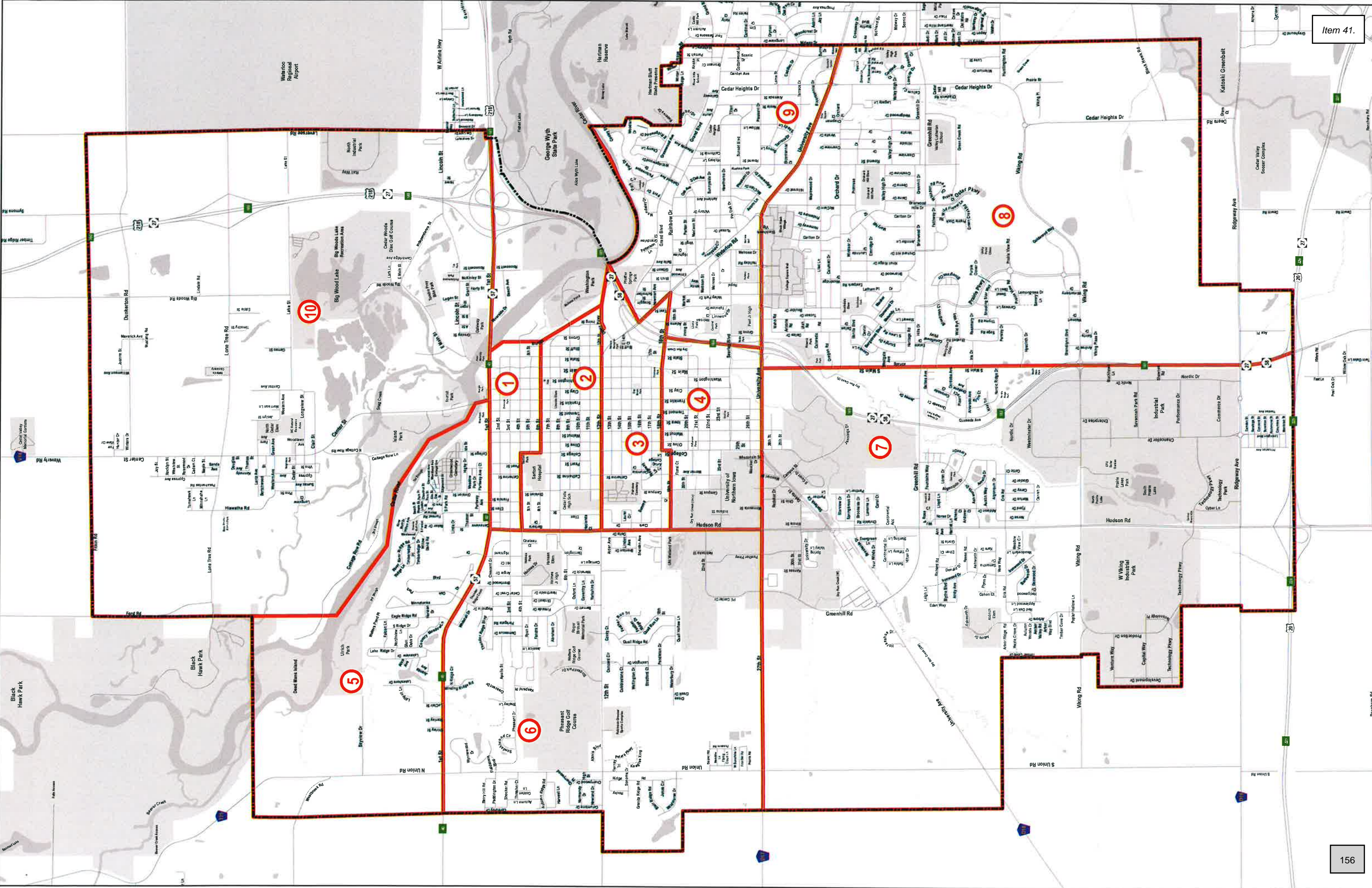
I recommend that the City Council approve and accept the Final Statement of Expenditures for Material and Labor for the 2023 Sidewalk Assessment Project for Zone 1.

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

**2023 SIDEWALK ASSESSMENT PROJECT
CITY PROJECT NUMBER SW-000-3301**

Final Statement of Expenditures for Material and Labor

LOCATION NO.	Property Owner	Mailing Address	City	State	Zip Code	LOCATION	Legal Description	Item No. 1 OFF-SITE TOPSOIL (C.Y.)	Unit Price	Extended Price	Item No. 2 REMOVAL OF SIDEWALK (S.Y.)	Unit Price	Extended Price	Item No. 3 SIDEWALK 4" P.C.C., Class "C" (S.Y.)	Unit Price	Extended Price	Item No. 4 REPLACE SIDEWALK 6" P.C.C., Class "C" (S.F.)	Unit Price	Extended Price	Item No. 5 TEMPORARY TRAFFIC CONTROL (L.S.)	Unit Price	Extended Price	Item No. 6 SEEDING, FERTILIZING AND MULCHING FOR HYDRAULIC SEEDING (S.F.)	Unit Price	Extended Price	Totals
1	Jenifer Ward	1504 W. 3rd St.	Cedar Falls	IA	50613	1504 W. 3rd	8914-11-258-008	0.18	\$ 225.00	\$ 40.50	3.0	\$ 43.00	\$ 130.38	3.0	\$ 95.00	\$ 289.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	10.4	\$ 5.75	\$ 59.80	\$ 590.94
2	Melissa L. Beall	1607 W. 4th St.	Cedar Falls	IA	50613	1607 W. 4th	8914-11-258-014	0.18	\$ 225.00	\$ 40.50	4.1	\$ 43.00	\$ 177.68	2.1	\$ 95.00	\$ 203.56	2.0	\$ 225.00	\$ 450.00	0.02	\$ 8,000.00	\$ 123.08	13.0	\$ 5.75	\$ 74.75	\$ 1,079.23
3	Randel D. Petersen	2805 Dover Dr.	Mckinney	TX	75069	1415 W. 2nd	8914-11-253-009	0.21	\$ 225.00	\$ 47.25	2.6	\$ 43.00	\$ 113.18	2.6	\$ 95.00	\$ 251.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	11.4	\$ 5.75	\$ 65.55	\$ 548.24
4	Larsen Rentals	220 W Lone Tree Rd.	Cedar Falls	IA	50613	1405 W. 2nd	8914-11-253-004	0.15	\$ 225.00	\$ 33.75	2.1	\$ 43.00	\$ 91.68	2.1	\$ 95.00	\$ 203.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	9.2	\$ 5.75	\$ 52.90	\$ 453.09
5	SINDT Properties LLC	107 Fieldstone Dr.	Reinbeck	IA	50669	1323 W. 2nd	8914-11-254-007	0.15	\$ 225.00	\$ 33.75	2.3	\$ 43.00	\$ 100.28	2.3	\$ 95.00	\$ 222.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 473.79
6	Lori R. Rodgers	1309 W. 2nd St.	Cedar Falls	IA	50613	1309 W. 2nd	8914-11-254-005	0.30	\$ 225.00	\$ 67.50	3.6	\$ 43.00	\$ 156.18	3.6	\$ 95.00	\$ 346.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	15.5	\$ 5.75	\$ 89.13	\$ 791.60
7	John H. Allan	4129 Thresher Ct.	Cedar Falls	IA	50613	1304 W. 2nd	8914-11-257-004	0.37	\$ 225.00	\$ 83.25	7.0	\$ 43.00	\$ 302.38	7.0	\$ 95.00	\$ 669.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 184.62	20.2	\$ 5.75	\$ 116.15	\$ 1,365.12
8	Scott A. Green	20298 Y Ave.	Burlington Junction	MO	64428	1323 W. 3rd	8914-11-257-007	0.20	\$ 225.00	\$ 45.00	3.1	\$ 43.00	\$ 134.68	3.1	\$ 95.00	\$ 298.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	11.0	\$ 5.75	\$ 63.25	\$ 612.69
9	Justin L Reardon	1303 W. 4th St.	Cedar Falls	IA	50613	1303 W. 4th	8914-11-260-005	0.30	\$ 225.00	\$ 67.50	3.7	\$ 43.00	\$ 160.48	3.7	\$ 95.00	\$ 355.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.0	\$ 5.75	\$ 92.00	\$ 808.28
10	Marilyn Andersen	1222 W. 1st St.	Cedar Falls	IA	50613	1222 W. 1st	8914-11-276-030	0.18	\$ 225.00	\$ 40.50	3.9	\$ 43.00	\$ 169.08	2.4	\$ 95.00	\$ 232.06	1.5	\$ 225.00	\$ 337.50	0.02	\$ 8,000.00	\$ 123.08	10.0	\$ 5.75	\$ 57.50	\$ 969.38
11	Carly Steiert	1227 W. 2nd St.	Cedar Falls	IA	50613	1227 W. 2nd	8914-11-276-015	0.30	\$ 225.00	\$ 67.50	3.7	\$ 43.00	\$ 160.48	3.7	\$ 95.00	\$ 355.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.0	\$ 5.75	\$ 92.00	\$ 808.28
12	Lawrence M. Lyons	1203 W. 2nd St.	Cedar Falls	IA	50613	1203 W. 2nd	8914-11-276-012	0.15	\$ 225.00	\$ 33.75	1.7	\$ 43.00	\$ 74.48	1.7	\$ 95.00	\$ 165.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 390.99
13	Brandon Holcomb	1222 W. 2nd St.	Cedar Falls	IA	50613	1222 W. 2nd	8914-11-279-017	0.30	\$ 225.00	\$ 67.50	4.7	\$ 43.00	\$ 203.48	4.7	\$ 95.00	\$ 450.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.4	\$ 5.75	\$ 94.30	\$ 948.58
14	Kasey N. Westley	1215 W. 3rd St.	Cedar Falls	IA	50613	1215 W. 3rd	8914-11-279-015	0.38	\$ 225.00	\$ 85.50	5.8	\$ 43.00	\$ 250.78	5.8	\$ 95.00	\$ 555.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	20.6	\$ 5.75	\$ 118.45	\$ 1,142.53
15	Michael O. Kittleson Trust	1703 220th St.	Waverly	IA	50677	1216 W. 3rd	8914-11-282-002	0.18	\$ 225.00	\$ 40.50	8.1	\$ 43.00	\$ 349.68	2.4	\$ 95.00	\$ 232.06	5.7	\$ 225.00	\$ 1,282.50	0.02	\$ 8,000.00	\$ 184.62	8.0	\$ 5.75	\$ 46.00	\$ 2,145.02
16	Lorraine D. Meyer	1110 W. 3rd St.	Cedar Falls	IA	50613	1110 W. 3rd	8914-11-282-007	0.18	\$ 225.00	\$ 40.50	2.8	\$ 43.00	\$ 121.78	2.8	\$ 95.00	\$ 270.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	9.6	\$ 5.75	\$ 55.20	\$ 558.74
17	Ashlee M. McLane	1021 W. 2nd St.	Cedar Falls	IA	50613	1021 W. 2nd	8914-11-277-004	0.15	\$ 225.00	\$ 33.75	2.3	\$ 43.00	\$ 100.28	2.3	\$ 95.00	\$ 222.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 473.79
18	Sara J. Syhlman	1024 W. 2nd St.	Cedar Falls	IA	50613	1024 W. 2nd	8914-11-280-001	0.18	\$ 225.00	\$ 40.50	2.9	\$ 43.00	\$ 126.08	2.9	\$ 95.00	\$ 279.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	10.2	\$ 5.75	\$ 58.65	\$ 575.99
19	Schuerman Properties LLC	PO Box 214	Cedar Falls	IA	50613	1008 W. 2nd	8914-11-280-004	0.79	\$ 225.00	\$ 177.75	12.5	\$ 43.00	\$ 538.88	12.5	\$ 95.00	\$ 1,191.56	0.0	\$ 225.00	\$ -	0.04	\$ 8,000.00	\$ 307.69	42.4	\$ 5.75	\$ 243.80	\$ 2,469.34
20	Lisa S. Proctor	802 N Johnson St	Parkersburg	IA	50665	216 Catherine	8914-11-280-012	0.18	\$ 225.00	\$ 40.50	2.8	\$ 43.00	\$ 121.78	2.8	\$ 95.00	\$ 270.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	9.8	\$ 5.75	\$ 56.35	\$ 559.89
21	Gregory A. Houseal	817 W. 2nd St.	Cedar Falls	IA	50613	817 W. 2nd	8914-12-152-008	0.75	\$ 225.00	\$ 168.75	9.4	\$ 43.00	\$ 405.58	9.4	\$ 95.00	\$ 897.06	0.0	\$ 225.00	\$ -	0.04	\$ 8,000.00	\$ 307.69	41.6	\$ 5.75	\$ 239.20	\$ 2,027.94
22	Kassie Walton	813 W. 2nd St.	Cedar Falls	IA	50613	813 W. 2nd	8914-12-152-007	0.15	\$ 225.00	\$ 33.75	1.9	\$ 43.00	\$ 83.08	1.9	\$ 95.00	\$ 184.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 418.59
23	Dora L. Williams	829 W. 3rd St.	Cedar Falls	IA	50613	829 W. 3rd St.	8914-11-281-009	0.15	\$ 225.00	\$ 33.75	2.4	\$ 43.00	\$ 104.58	2.4	\$ 95.00	\$ 232.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 487.59
24	Kelly Boeschen	825 W. 3rd St.	Cedar Falls	IA	50613	825 W. 3rd	8914-11-281-007	0.15	\$ 225.00	\$ 33.75	2.4	\$ 43.00	\$ 104.58	2.4	\$ 95.00	\$ 232.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 487.59
25	Brad W. Hunter	809 W. 3rd St.	Cedar Falls	IA	50613	809 W. 3rd	8914-12-156-006	0.30	\$ 225.00	\$ 67.50	3.6	\$ 43.00	\$ 156.18	3.6	\$ 95.00	\$ 346.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.0	\$ 5.75	\$ 92.00	\$ 794.48
26	RENTCF LLC	2501 Falls Ave	Waterloo	IA	50701	203 Olive St.	8914-12-156-002	0.12	\$ 225.00	\$ 27.00	1.9	\$ 43.00	\$ 83.08	1.9	\$ 95.00	\$ 184.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	6.4	\$ 5.75	\$ 36.80	\$ 402.64
27	Christopher Olsen	PO BOX 482	Cedar Falls	IA	50613	803 W. 4th	8914-12-160-007	0.31	\$ 225.00	\$ 69.75	4.8	\$ 43.00	\$ 207.78	4.8	\$ 95.00	\$ 460.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.8	\$ 5.75	\$ 96.60	\$ 966.99
28	Mark E. Ludwig	109 Walnut St.	Cedar Falls	IA	50613	109 Walnut	8914-12-153-004	0.15	\$ 225.00	\$ 33.75	2.5	\$ 43.00	\$ 108.88	1.2	\$ 95.00	\$ 114.42	1.2	\$ 225.00	\$ 270.00	0.01	\$ 8,000.00	\$ 61.54	8.0	\$ 5.75	\$ 46.00	\$ 644.26
29	Joshua 24 15 Properties LLC	PO Box 304	Cedar Falls	IA	50613	121 Walnut	8914-12-153-006	0.30	\$ 225.00	\$ 67.50	4.5	\$ 43.00	\$ 194.88	4.5	\$ 95.00	\$ 431.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.0	\$ 5.75	\$ 92.00	\$ 918.68
30	Cade D. Kramer	716 W. 2nd St.	Cedar Falls	IA	50613	716 W. 2nd	8914-12-157-002	0.17	\$ 225.00	\$ 38.25	2.2	\$ 43.00	\$ 95.98	2.2	\$ 95.00	\$ 213.06	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	9.2	\$ 5.75	\$ 52.90	\$ 471.39
31	Emily A. Eisenman	202 Olive St. Apt 206	Cedar Falls	IA	50613	202 Olive	8914-12-157-001	0.30	\$ 225.00	\$ 67.50	4.4	\$ 43.00	\$ 190.58	4.4	\$ 95.00	\$ 422.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.0	\$ 5.75	\$ 92.00	\$ 904.88
32	Welsch Investments LLC	6701 Strayer Rd.	Cedar Falls	IA	50613	209 Walnut	8914-12-157-012	0.36	\$ 225.00	\$ 81.00	5.5	\$ 43.00	\$ 237.88	5.5	\$ 95.00	\$ 526.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	19.2	\$ 5.75	\$ 110.40	\$ 1,088.58
33	Zachary Wolf	3725 Southlawn Rd.	Cedar Falls	IA	50613	723 W. 3rd	8914-12-157-008	0.71	\$ 225.00	\$ 159.75	10.5	\$ 43.00	\$ 452.88	10.5	\$ 95.00	\$ 1,001.56	0.0	\$ 225.00	\$ -	0.04	\$ 8,000.00	\$ 307.69	38.4	\$ 5.75	\$ 220.80	\$ 2,152.34
34	Victoria Hoffman	709 W. 3rd St.	Cedar Falls	IA	50613	709 W. 3rd	8914-12-157-006	0.18	\$ 225.00	\$ 40.50	2.9	\$ 43.00	\$ 126.08	2.9	\$ 95.00	\$ 279.56	0.0	\$ 225.00	\$ -	0.01	\$ 8,000.00	\$ 61.54	10.0	\$ 5.75	\$ 57.50	\$ 574.84
35	Larry E. Evans	716 W. 3rd St.	Cedar Falls	IA	50613	716 W. 3rd	8914-12-161-002	0.42	\$ 225.00	\$ 94.50	6.3	\$ 43.00	\$ 272.28	6.3	\$ 95.00	\$ 602.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 184.62	22.6	\$ 5.75	\$ 129.95	\$ 1,293.57
36	Robert M. Green	314 Olive St.	Cedar Falls	IA	50613	314 Olive	8914-12-161-011	0.27	\$ 225.00	\$ 60.75	4.2	\$ 43.00	\$ 181.98	4.2	\$ 95.00	\$ 403.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.0	\$ 5.75	\$ 92.00	\$ 870.53
37	Lori L. Dove	715 W. 4th St.	Waterloo	IA	50701	715 W. 4th	8914-12-161-009	0.36	\$ 225.00	\$ 81.00	4.7	\$ 43.00	\$ 203.48	4.7	\$ 95.00	\$ 450.56	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	16.8	\$ 5.75	\$ 96.60	\$ 964.38
38	Alexander J. Lyles	321 Walnut St.	Cedar Falls	IA	50613	321 Walnut	8914-12-161-013	1.08	\$ 225.00	\$ 243.00	16.3	\$ 43.00	\$ 702.28	16.3	\$ 95.00	\$ 1,552.56	0.0	\$ 225.00	\$ -	0.05	\$ 8,000.00	\$ 369.23	58.5	\$ 5.75	\$ 336.38	\$ 3,213.11
39	Christopher T. Rew	719 W. 5th St.	Cedar Falls	IA	50613	719 W. 5th	8914-12-302-008	0.28	\$ 225.00	\$ 63.00	5.6	\$ 43.00	\$ 242.18	5.6	\$ 95.00	\$ 536.06	0.0	\$ 225.00	\$ -	0.02	\$ 8,000.00	\$ 123.08	15.0	\$ 5.75	\$ 86.25	\$ 1,060.23
40	Casey W. Anderson	122 Walnut St.	Cedar Falls	IA	50613	122 Walnut	8914-12-154-006	0.00	\$ 225.00	\$ -	2.4	\$ 43.00	\$ 104.58	0.0	\$ 95.00	\$ 0.42	2.3	\$ 225.00	\$ 517.50	0.01	\$ 8,000.00	\$ 61.54	0.0	\$ 5.75	\$ -	\$ 693.71
41	Heather Miller	622 W. 2nd St.	Cedar Falls	IA	50613	622 W. 2nd	8914-12-158-001	0.57	\$ 225.00	\$ 128.25	9.5	\$ 43.00	\$ 408.50	9.5	\$ 95.00	\$ 902.92	0.0	\$ 225.00	\$ -	0.03	\$ 8,000.00	\$ 246.15	30.8	\$ 5.75	\$ 177.10	\$ 1,872.59
42	HN Properties LLC	PO Box 183																								





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: February 26, 2024
SUBJECT: Transfer of Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less)

Staff would like to request that a public hearing be scheduled for March 18, 2024 to address the proposed transfer of the above referenced City owned real estate to Blackhawk Properties, LLC. The proposed project would consist of an approximate 78,000 square foot building to be constructed along Innovation Drive in the West Viking Road Industrial Park. Additional information pertaining to the land transaction and the Agreement for Private Development will be provided to City Council prior to the public hearing.

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



Blackhawk Properties, LLC
78,000 SF Industrial
Warehouse Facility

Item 42.



Project Location

W. Viking Rd

S. Union Rd

Innovation Dr

Venture Way

Bossard

Capital Way

**Hawkeye
Corrugated
Box**

Technology Pkwy

D. LaPorte

Air King



1" = 158'

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

RESOLUTION NO. _____

RESOLUTION SETTING DATE OF PUBLIC HEARING (1) TO CONSIDER ENTERING INTO A PROPOSED AGREEMENT FOR PRIVATE DEVELOPMENT BETWEEN THE CITY OF CEDAR FALLS, IOWA, AND BLACKHAWK PROPERTIES, LLC; AND (2) TO CONSIDER CONVEYANCE OF CERTAIN CITY-OWNED REAL ESTATE TO BLACKHAWK PROPERTIES, LLC, PURSUANT TO SAID PROPOSED AGREEMENT

WHEREAS, the City Council of the City of Cedar Falls, Iowa, has received a proposal from Blackhawk Properties, LLC, an Iowa limited liability company (the "Developer"), to enter into a proposed Agreement for Private Development (the "Agreement") between the City of Cedar Falls, Iowa, and Blackhawk Properties, LLC, on terms which include:

- (1) Conveyance of certain city-owned real estate legally described as consisting of all that certain parcel or parcels of land located generally in the City of Cedar Falls, County of Black Hawk, State of Iowa, more particularly described as follows:

Lot 11, West Viking Road Industrial Park Phase V, City of Cedar Falls, Black Hawk County, Iowa (Contains 7.57 acres more or less);

and

- (2) Entering into a Minimum Assessment Agreement whereby the minimum actual taxable value of the land and improvements to be constructed on the Development Property would be established at an amount not less than \$6,873,360 for a period through December 31, 2038;

and

WHEREAS, as required by law, a hearing is to be held by the City Council of the City of Cedar Falls, Iowa, to consider entering into the proposed Agreement for Private Development and conveyance of the Development Property to the Developer pursuant to the terms of said Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR FALLS, IOWA, that a hearing be held on the 18th day of March, 2024, at 7:00 p.m., in the Council Chambers of the City Hall of the City of Cedar Falls, Iowa, 220 Clay Street, Cedar Falls, Iowa, to consider entering into a proposed Agreement for Private Development between the City of Cedar Falls, Iowa, and Blackhawk Properties, LLC, and to consider conveyance of the Development Property to the Developer on certain terms as set forth in the proposed agreement. A copy of the proposed agreement is on file in the Office of the Cedar Falls City Clerk. The City Clerk is hereby directed to publish said notice of said public hearing.

ADOPTED this ____ day of _____, 2024.

Daniel Laudick, Mayor

ATTEST:

Kim Kerr, CMC, City Clerk

CERTIFICATE

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

I, Kim Kerr, City Clerk of the City of Cedar Falls, Iowa, hereby certify that the above and foregoing is a true and correct typewritten copy of Resolution No. _____ duly and legally adopted by the City Council of said City on the ____ day of _____, 2024.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of the City of Cedar Falls, Iowa this ____ day of _____, 2024.

Kim Kerr
City Clerk of Cedar Falls, Iowa


DEPARTMENT OF COMMUNITY DEVELOPMENT

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

INTEROFFICE MEMORANDUM

Planning & Community Services Division

TO: Honorable Mayor Daniel Laudick and City Council
FROM: Thom Weintraut, AICP, Planner III
DATE: March 4, 2024
SUBJECT: Adoption new Flood Insurance Rate Maps (FIRMs) and supporting Ordinance Text Amendments (TA24-001)

FEMA has just completed a revision and update to the community's FIRMs and the revised maps are scheduled to take effect on May 8, 2024. As part of the adoption process, the City must amend its floodplain ordinance before the adoption date of May 8, 2024, to reference the new map panel numbers and adoption date.

Any change to the City's floodplain ordinance must be reviewed by the Iowa Department of Natural Resources (DNR) to insure the ordinance is up to date with current FEMA and State regulations. Staff worked with the Iowa Department of Natural Resources to update our regulations to meet FEMA requirements. Staff provided a copy of the City's flood ordinance sections for DNR to review. DNR provided several updates that should be incorporated in the ordinance with the adoption of the map panel numbers and the adoption date. The updates reflect additional definitions that should be incorporated into the ordinance, clarification to existing definitions, the use of different terminology required by FEMA, further clarifies duties of the floodplain administrator, as well as the update to the FIRM panels and the adoption date.

FEMA sets the minimum standards for participation in the National Flood Insurance Program (NFIP); however, communities are encouraged to participate in the Community Rating System (CRS) program which rewards communities that adopt more restrictive flood plain regulations and securing insurance discounts for anyone who is required to carry flood insurance as part of a federally backed mortgage. The City of Cedar Falls is one of eleven Iowa communities that participates in the program and one of only two communities in Iowa where property owners receive a 25% discount on flood insurance for the required insurance policies due to the City's more stringent floodplain regulations.

The Planning and Zoning Commission will hold a public hearing on these amendments on Wednesday, February 28, 2024, and is expected to make a recommendation to the City Council. However, with the Council packet being published earlier in the day on February 28, it is not possible to include the Planning and Zoning Commission's recommendation in this memo.

Recommendation:

Staff recommends that the City Council set a date of public hearing for March 18, 2024, for the adoption of the new Flood Insurance Rate Maps and the supporting ordinance text amendments.

The full staff report, minutes, and details on the proposed amendments will be included in the March 18th Council packet.

xc: Ron Gaines, P.E. City Administrator
Stephanie Houk Sheetz, AICP, Director of Community Development
Karen Howard, AICP, Planning & Community Services Manager

**NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS
TO SUBSECTION 26-2(2) GENERAL FLOODPLAIN
DEFINITIONS, SECTION 26-30 FLOODPLAIN DEVELOPMENT
PERMIT, SECTION 26-31 VARIANCES AND SPECIAL
EXCEPTION PERMITS, SECTION 26-32 DEVELOPMENT
REQUIRING APPROVAL BY STATE DEPARTMENT OF
NATURAL RESOURCES, SECTION 26-35 FLOOD INSURANCE
RATE MAP (FIRM), SECTION 26-119 ESTABLISHMENT OF
FLOODPLAIN DISTRICTS, SECTION 26-176 F-W FLOODWAY
OVERLAY DISTRICT, SECTION 26-177 F-F FLOODWAY
FRINGE OVERLAY DISTRICT, AND SECTION 26-178 F-P
GENERAL FLOODPLAIN OVERLAY DISTRICT WITHIN
CHAPTER 26, ZONING, OF THE CODE OF ORDINANCES OF
THE CITY OF CEDAR FALLS, IOWA, AS PART OF THE
ADOPTION OF NEW FLOOD INSURANCE RATE MAPS.**

To Whom It May Concern:

NOTICE IS HEREBY GIVEN that the Cedar Falls Planning and Zoning Commission has recommended approval of amendments to the Zoning Code to adopt revised flood insurance rate maps (FIRMS) and associated amendments to the City's floodplain regulations as deemed necessary by FEMA and the Iowa Department of Natural Resources to continue participation in the National Flood Insurance Program.

There will be a public hearing to consider the proposed ordinance amendments at 7:00 o'clock p.m. on March 18, 2024, at the Cedar Falls City Hall, 220 Clay Street, Cedar Falls. Said meeting will be conducted in person. Directions on how to participate in the meeting will be included in the meeting agenda, which will be available on the city web site at www.cedarfalls.com. Said request is now on file in the office of the City Clerk in the City Hall in the City of Cedar Falls, Iowa, and is available for reference and inspection by the public. Comments on the proposed ordinance amendments may be made in writing at any time prior to the public hearing as set forth herein and oral comments will be heard at said hearing.

Kim Kerr, CMC, City Clerk

DAILY INVOICES FOR 03/04/24 COUNCIL MEETING

Item 44.

PREPARED 02/27/2024, 10:11:08
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 08/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND									
101-1038-441.81-32					PROFESSIONAL SERVICES / TUITION ASSISTANCE				
1371		08/24 AP		02/14/24	0399705 LADAGE, ZACH	1,092.00		02/15/24	
					TUITION REIMBURSEMENT THEORY-CRIME & CRIMINOL.				
					ACCOUNT TOTAL	1,092.00	.00	1,092.00	
101-1060-423.81-91					PROFESSIONAL SERVICES / LICENSES & SERVICE CONTRT				
1395		08/24 AP		01/12/24	0399712 GORDON FLESCH COMPANY INC	977.87		02/19/24	
					COPIER CONTRACT 009-1483981-000				
					ACCOUNT TOTAL	977.87	.00	977.87	
101-1060-423.89-33					MISCELLANEOUS SERVICES / FRIENDS SUPPORTED PROGRAM				
1395		08/24 AP		02/06/24	0399714 SAWYER, AMBER	100.00		02/19/24	
					FOTL:YOUTH-AUTHOR FEE				
					ACCOUNT TOTAL	100.00	.00	100.00	
101-1060-423.89-34					MISCELLANEOUS SERVICES / ENDOWMENT SUPPORTED PROG.				
1395		08/24 AP		02/02/24	0399711 EDVENSON, ETHAN	1,250.00		02/19/24	
					FOTL 2 RMB REDFERN 1 OF 2 PMTS-DISPLAY CASE				
1395		08/24 AP		02/02/24	0399711 EDVENSON, ETHAN	1,250.00		02/19/24	
					FOTL 2 RMB REDFERN 2 OF 2 PMTS-DISPLAY CASE				
1397		08/24 AP		02/02/24	0399711 EDVENSON, ETHAN		1,250.00	02/19/24	
					VOID CK-NEEDED SEP. CHECK FOTL 2 RMB REDFERN				
1398		08/24 AP		02/02/24	0399717 EDVENSON, ETHAN	1,250.00		02/19/24	
					FOTL 2 RMB REDFERN 1 OF 2 PMTS-DISPLAY CASE				
1397		08/24 AP		02/02/24	0399711 EDVENSON, ETHAN		1,250.00	02/19/24	
					VOID CK-NEEDED SEP. CHECK FOTL 2 RMB REDFERN				
1398		08/24 AP		02/02/24	0399716 EDVENSON, ETHAN	1,250.00		02/19/24	
					FOTL 2 RMB REDFERN 2 OF 2 PMTS-DISPLAY CASE				
					ACCOUNT TOTAL	5,000.00	2,500.00	2,500.00	
101-1061-423.89-26					MISCELLANEOUS SERVICES / NON-PRINT RESOURCES				
1395		08/24 AP		02/05/24	0399713 PROQUEST, LLC	3,350.00		02/19/24	
					SYNDETTICS UNBOUND SUBSC. 02/01/2024-01/31/2025				
					ACCOUNT TOTAL	3,350.00	.00	3,350.00	
101-1199-441.81-03					PROFESSIONAL SERVICES / RECORDING FEES				
1423		08/24 AP		02/22/24	0399726 BLACK HAWK CO.RECORDER	17.00		02/23/24	
					RCD:RESOLUTION #23,491 PH DATE SET-CV COMMERCIAL				
1423		08/24 AP		02/22/24	0399726 BLACK HAWK CO.RECORDER	22.00		02/23/24	
					RCD:RESOLUTION #23,496 AGREEMT APPROVAL-CV COMM.				

PREPARED 02/27/2024, 10:11:08
 PROGRAM GM360L
 CITY OF CEDAR FALLS

ACCOUNT ACTIVITY LISTING

PAGE 2
 ACCOUNTING PERIOD 08/2024

GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 101 GENERAL FUND										
101-1199-441.81-03 PROFESSIONAL SERVICES / RECORDING FEES						continued				
1423		08/24 AP		02/22/24	0399726	BLACK HAWK CO.RECORDER	17.00			02/23/24
						RCD:MEMORANDUM-AMENDED & RESTATED AGREEMNT-CV COMM				
						ACCOUNT TOTAL	56.00	.00	56.00	
101-1199-441.89-13 MISCELLANEOUS SERVICES / CONTINGENCY										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	60.82			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	60.82	.00	60.82	
101-2253-423.85-01 UTILITIES / UTILITIES										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	4,899.13			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	4,899.13	.00	4,899.13	
101-2253-423.85-05 UTILITIES / THE FALLS POOL UTILITIES										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	956.32			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	956.32	.00	956.32	
101-2253-423.89-14 MISCELLANEOUS SERVICES / REFUNDS										
1395		08/24 AP		02/16/24	0399709	ANGELENA STAMMER	35.00			02/19/24
						REFUND-TBALL REGISTRATION				
1408		08/24 AP		02/16/24	0399718	BETHANY WEBER	50.00			02/21/24
						REFUND-BASEBALL REG.				
						ACCOUNT TOTAL	85.00	.00	85.00	
101-2280-423.85-01 UTILITIES / UTILITIES										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	1,156.43			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	1,156.43	.00	1,156.43	
101-4511-414.85-01 UTILITIES / UTILITIES										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	1,646.87			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	1,646.87	.00	1,646.87	

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FUND 101 GENERAL FUND										
101-5521-415.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES				
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES UTILITIES THRU 02/05/24	182.29			02/23/24
						ACCOUNT TOTAL	182.29	.00	182.29	
101-5521-415.72-08						OPERATING SUPPLIES / CAMERA & PHOTO EQUIPMENT				
1423		08/24 AP		02/10/24	0399729	U.S. CELLULAR COVERT CAMERA CELL PLAN 02/09-03/08/24	94.32			02/23/24
						ACCOUNT TOTAL	94.32	.00	94.32	
101-5521-415.83-05						TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)				
1371		08/24 AP		02/09/24	0399703	BAUMGARTNER, CHRISTIAN RMB:MEALS-CRIME SCNE.TECH JOHNSTON	27.08			02/15/24
						ACCOUNT TOTAL	27.08	.00	27.08	
101-5521-415.89-40						MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE				
1395		08/24 AP		02/13/24	0399710	BERTE, CRAIG RMB:UNIFORM ALLOWANCE VON MAUR	32.10			02/19/24
						ACCOUNT TOTAL	32.10	.00	32.10	
101-6613-433.85-01						UTILITIES / UTILITIES				
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES UTILITIES THRU 02/05/24	757.39			02/23/24
						ACCOUNT TOTAL	757.39	.00	757.39	
101-6616-446.85-01						UTILITIES / UTILITIES				
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES UTILITIES THRU 02/05/24	8,786.14			02/23/24
						ACCOUNT TOTAL	8,786.14	.00	8,786.14	
101-6623-423.85-01						UTILITIES / UTILITIES				
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES UTILITIES THRU 02/05/24	1,533.82			02/23/24
						ACCOUNT TOTAL	1,533.82	.00	1,533.82	
101-6633-423.85-01						UTILITIES / UTILITIES				

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FUND 101 GENERAL FUND										
101-6633-423.85-01 UTILITIES / UTILITIES							continued			
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	2,457.92			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	2,457.92	.00	2,457.92	
						FUND TOTAL	33,251.50	2,500.00	30,751.50	
FUND 203 TAX INCREMENT FINANCING										
FUND 206 STREET CONSTRUCTION FUND										
206-6637-436.72-56 OPERATING SUPPLIES / FLOOD CONTROL										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	147.39			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	147.39	.00	147.39	
206-6637-436.85-01 UTILITIES / UTILITIES										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	1,544.97			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	1,544.97	.00	1,544.97	
206-6647-436.85-01 UTILITIES / UTILITIES										
1423		08/24 AP		02/05/24	0399727	CEDAR FALLS UTILITIES	1,139.86			02/23/24
						UTILITIES THRU 02/05/24				
						ACCOUNT TOTAL	1,139.86	.00	1,139.86	
						FUND TOTAL	2,832.22	.00	2,832.22	
FUND 215 HOSPITAL FUND										
FUND 216 POLICE BLOCK GRANT FUND										
FUND 217 SECTION 8 HOUSING FUND										
FUND 223 COMMUNITY BLOCK GRANT										
223-2234-432.89-50 MISCELLANEOUS SERVICES / HOUSING REHAB.										
1408		08/24 AP		02/11/24	0004865	DANIELS HOME IMPROVEMENT	16,383.00			02/21/24
						REHAB:915 W. 4TH STREET WAYNE BARTLETT				
						ACCOUNT TOTAL	16,383.00	.00	16,383.00	
						FUND TOTAL	16,383.00	.00	16,383.00	

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FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
FUND 254 CABLE TV FUND									
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING									
1431		08/24	AP	02/25/24	0399732	DEWITT, JASON	150.00		02/27/24
						UNI WRESTLING-WISCONSIN CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/25/24	0399736	WALTERS, CLAYTON	150.00		02/27/24
						UNI WRESTLING-WISCONSIN CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/25/24	0399733	KRESS, AGNES M	150.00		02/27/24
						UNI WRESTLING-WISCONSIN CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/25/24	0399734	STOW, CHRISTIAN	150.00		02/27/24
						UNI WRESTLING-WISCONSIN CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/23/24	0399734	STOW, CHRISTIAN	150.00		02/27/24
						UNI WRESTLING-MISSOURI CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/23/24	0399736	WALTERS, CLAYTON	150.00		02/27/24
						UNI WRESTLING-MISSOURI CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/23/24	0399735	SURMA, JOSEPH EDWARD	150.00		02/27/24
						UNI WRESTLING-MISSOURI CAMERA OPERATOR			
	PROJECT#:				756				
1431		08/24	AP	02/23/24	0399732	DEWITT, JASON	150.00		02/27/24
						UNI WRESTLING-MISSOURI CAMERA OPERATOR			
	PROJECT#:				756				
1408		08/24	AP	02/20/24	0399722	SIMPSON, MARK	125.00		02/21/24
						CF GIRL BB REGIONAL FINAL ANNOUNCER			
	PROJECT#:				759				
1408		08/24	AP	02/20/24	0399721	LONGNECKER, JEREMIAH	100.00		02/21/24
						CF GIRL BB REGIONAL FINAL ANNOUNCER			
	PROJECT#:				759				
1408		08/24	AP	02/20/24	0399719	DEWITT, JASON	100.00		02/21/24
						CF GIRL BB REGIONAL FINAL CAMERA OPERATOR			
	PROJECT#:				759				
1408		08/24	AP	02/20/24	0399724	SURMA, JOSEPH EDWARD	100.00		02/21/24
						CF GIRL BB REGIONAL FINAL CAMERA OPERATOR			
	PROJECT#:				759				
1408		08/24	AP	02/20/24	0399725	WALTERS, CLAYTON	100.00		02/21/24
						CF GIRL BB REGIONAL FINAL CAMERA OPERATOR			
	PROJECT#:				759				
1408		08/24	AP	02/20/24	0399723	STOW, CHRISTIAN	100.00		02/21/24
						CF GIRL BB REGIONAL FINAL CAMERA OPERATOR			
	PROJECT#:				759				
1408		08/24	AP	02/16/24	0399722	SIMPSON, MARK	125.00		02/21/24
						FRESHMAN BB-HOLMES V. PEET ANNOUNCER			
	PROJECT#:				759				
1408		08/24	AP	02/16/24	0399721	LONGNECKER, JEREMIAH	100.00		02/21/24
						FRESHMAN BB-HOLMES V. PEET ANNOUNCER			

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FUND 254 CABLE TV FUND										
254-1088-431.89-18 MISCELLANEOUS SERVICES / COMMUNITY PROGRAMMING						continued				
PROJECT#: 759										
1408		08/24	AP	02/16/24	0399719	DEWITT, JASON CAMERA OPERATOR	100.00			02/21/24
PROJECT#: 759										
1408		08/24	AP	02/16/24	0399724	SURMA, JOSEPH EDWARD CAMERA OPERATOR	100.00			02/21/24
PROJECT#: 759										
1408		08/24	AP	02/15/24	0399722	SIMPSON, MARK ANNOUNCER	125.00			02/21/24
PROJECT#: 759										
1408		08/24	AP	02/15/24	0399721	LONGNECKER, JEREMIAH ANNOUNCER	100.00			02/21/24
PROJECT#: 759										
1408		08/24	AP	02/15/24	0399719	DEWITT, JASON CAMERA OPERATOR	100.00			02/21/24
PROJECT#: 759										
1408		08/24	AP	02/15/24	0399720	KRESS, AGNES M CAMERA OPERATOR	100.00			02/21/24
PROJECT#: 759										
1408		08/24	AP	02/15/24	0399723	STOW, CHRISTIAN CAMERA OPERATOR	100.00			02/21/24
PROJECT#: 759										
1371		08/24	AP	02/12/24	0399704	BRALEY, ERIC ANNOUNCER	125.00			02/15/24
PROJECT#: 759										
1371		08/24	AP	02/12/24	0399708	WILLIAMS, BRETT L ANNOUNCER	100.00			02/15/24
PROJECT#: 759										
1371		08/24	AP	02/12/24	0399707	SIMPSON, MARK ANNOUNCER	125.00			02/15/24
PROJECT#: 759										
1371		08/24	AP	02/12/24	0399706	LONGNECKER, JEREMIAH ANNOUNCER	100.00			02/15/24
PROJECT#: 759										
ACCOUNT TOTAL							3,225.00	.00	3,225.00	
FUND TOTAL							3,225.00	.00	3,225.00	
FUND 258 PARKING FUND										
258-5531-435.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE										
1423		08/24	AP	02/05/24	0399727	CEDAR FALLS UTILITIES	16.80			02/23/24
UTILITIES THRU 02/05/24										
ACCOUNT TOTAL							16.80	.00	16.80	

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	-----TRANSACTION----- NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 258						PARKING FUND			
						FUND TOTAL	16.80	.00	16.80
FUND 261						TOURISM & VISITORS			
FUND 262						SENIOR SERVICES & COMM CT			
						262-1092-423.85-01 UTILITIES / UTILITIES			
						1423 08/24 AP 02/05/24 0399727 CEDAR FALLS UTILITIES	127.40		02/23/24
						UTILITIES THRU 02/05/24			
						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						2004 TIF BOND			
						430-1220-431.91-10 LAND / INDUSTRIAL PARK LAND ACQ			
						1423 08/24 AP 02/05/24 0399727 CEDAR FALLS UTILITIES	36.25		02/23/24
						UTILITIES THRU 02/05/24			
						ACCOUNT TOTAL	36.25	.00	36.25
						FUND TOTAL	36.25	.00	36.25
FUND 431						2014 BOND			
FUND 432						2003 BOND			
FUND 433						2001 TIF			
FUND 434						2024 BOND			

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 435	1999	TIF						
FUND 436	2012	BOND						
FUND 437	2018	BOND						
FUND 438	2020	BOND FUND						
FUND 439	2022	BOND FUND						
FUND 443	CAPITAL PROJECTS							
443-1220-431.94-33	CAPITAL PROJECTS / PROPERTY ACQUISITION							
1423	08/24	AP	02/05/24	0399727	CEDAR FALLS UTILITIES	280.25		02/23/24
					UTILITIES THRU 02/05/24			
					ACCOUNT TOTAL	280.25	.00	280.25
					FUND TOTAL	280.25	.00	280.25
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							
1423	08/24	AP	02/05/24	0399727	CEDAR FALLS UTILITIES	1,232.00		02/23/24
					UTILITIES THRU 02/05/24			
					ACCOUNT TOTAL	1,232.00	.00	1,232.00
551-6685-436.87-02	RENTALS / MATERIAL DISPOSAL/HANDLIN							
1431	08/24	AP	02/15/24	0399731	BLACK HAWK CO.LANDFILL	21,124.18		02/27/24
					LANDFILL SRV:2/1-2/15/24			
					ACCOUNT TOTAL	21,124.18	.00	21,124.18
					FUND TOTAL	22,356.18	.00	22,356.18

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NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 552 SEWER RENTAL FUND								
552-6665-436.85-01 UTILITIES / UTILITIES								
1423		08/24	AP	02/05/24	0399727	14,167.46		02/23/24
				UTILITIES THRU 02/05/24				
1423		08/24	AP	02/05/24	0399727	12,745.96		02/23/24
				UTILITIES THRU 02/05/24				
ACCOUNT TOTAL						26,913.42	.00	26,913.42
552-6665-436.86-33 REPAIR & MAINTENANCE / SLUDGE REMOVAL								
1431		08/24	AP	02/15/24	0399731	119.54		02/27/24
				LANDFILL SRV:2/1-2/15/24				
ACCOUNT TOTAL						119.54	.00	119.54
FUND TOTAL						27,032.96	.00	27,032.96
FUND 553 2004 SEWER BOND								
FUND 555 STORM WATER UTILITY								
555-6630-432.85-01 UTILITIES / UTILITIES								
1423		08/24	AP	02/05/24	0399727	49.18		02/23/24
				UTILITIES THRU 02/05/24				
ACCOUNT TOTAL						49.18	.00	49.18
FUND TOTAL						49.18	.00	49.18
FUND 570 SEWER ASSESSMENT								
FUND 606 DATA PROCESSING FUND								
606-1078-441.81-43 PROFESSIONAL SERVICES / LIBRARY COMPUTER SERVICES								
1423		08/24	AP	02/10/24	0399728	10.00		02/23/24
				LIBRARY DOMAIN NAME	STATIC IP ADDRESS			
ACCOUNT TOTAL						10.00	.00	10.00
606-1078-441.82-30 COMMUNICATION / FIBER OPTICS								
1423		08/24	AP	02/10/24	0399728	3,320.00		02/23/24
				FIBER POINT:1/11-2/10/24	1/11/24-2/10/24			
ACCOUNT TOTAL						3,320.00	.00	3,320.00
FUND TOTAL						3,330.00	.00	3,330.00

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT	
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION		BALANCE	
								POST DT	
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
681-1902-457.51-10 INSURANCE / HEALTH SEVERANCE PAYMENTS									
1431		08/24	AP	02/27/24	0399730	ANDERSON, ALETA L.	174.70	02/27/24	
		RMB:JAN.2024		HEALTH SEV.		MEDICARE-ALETA			
1431		08/24	AP	02/27/24	0399730	ANDERSON, ALETA L.	174.70	02/27/24	
		RMB:JAN.2024		HEALTH SEV.		MEDICARE-RICHARD			
1395		08/24	AP	02/19/24	0399715	WITRY, CRAIG	2,916.00	02/19/24	
		RMB:JAN-DEC'23		HEALTH SEV		MEDICARE PARTS B & D			
ACCOUNT TOTAL							3,265.40	.00	3,265.40
FUND TOTAL							3,265.40	.00	3,265.40
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							112,186.14	2,500.00	109,686.14

COUNCIL INVOICES FOR 03/04/24 MEETING

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FUND 101 GENERAL FUND								
101-1008-441.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1372		09/24 AP	02/20/24	0000000	COPY SYSTEMS INC. MAIL MACHINE INK	214.23		02/27/24
ACCOUNT TOTAL						214.23	.00	214.23
101-1038-441.81-53 PROFESSIONAL SERVICES / JOB NOTICES								
1372		09/24 AP	01/31/24	0000000	GANNETT IOWA LOCALIQ JOB AD:PUB.SAFETY OFFICER	96.60		02/27/24
ACCOUNT TOTAL						96.60	.00	96.60
101-1038-441.81-56 PROFESSIONAL SERVICES / EMPLOYEE WELLNESS PROG								
1372		09/24 AP	02/22/24	0000000	COMMUNITY MAIN STREET WELLNESS GIFT CARDS	900.00		02/27/24
ACCOUNT TOTAL						900.00	.00	900.00
101-1038-441.81-99 PROFESSIONAL SERVICES / CIVIL SERVICE COMMISSION								
1372		09/24 AP	02/22/24	0000000	STANARD & ASSOCIATES, INC. PSO APPLICANT TESTING	110.50		02/27/24
ACCOUNT TOTAL						110.50	.00	110.50
101-1048-441.81-29 PROFESSIONAL SERVICES / LEGAL CONSULTANTS								
1372		09/24 AP	03/01/24	0000000	AHLERS AND COONEY, P.C. LEGAL SERVICES-MAR'24	3,900.00		02/27/24
1372		09/24 AP	03/01/24	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-MAR'24	2,600.00		02/27/24
ACCOUNT TOTAL						6,500.00	.00	6,500.00
101-1048-441.81-30 PROFESSIONAL SERVICES / LEGAL-CODE ENFORCEMENT								
1372		09/24 AP	03/01/24	0000000	SWISHER & COHRT, P.L.C. LEGAL SERVICES-MAR'24	1,000.00		02/27/24
ACCOUNT TOTAL						1,000.00	.00	1,000.00
101-1061-423.93-01 EQUIPMENT / EQUIPMENT								
1372		09/24 AP	01/17/24	0000000	B & H PHOTO-VIDEO-PRO AUDIO LAPTOPS-LIBRARY	1,594.80		02/27/24
ACCOUNT TOTAL						1,594.80	.00	1,594.80

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FUND 101 GENERAL FUND										
101-1199-421.31-10 HUMAN DEVELOPMENT GRANTS / GRANTS - CULTURAL SERVICE										
1367		09/24	AP	02/13/24	0000000	CALLIOPE ARTS LLC	1,958.44			02/27/24
						ARTIST TALK, TINTYPE WKSP				
						HONORARIUM AND MILEAGE				
1367		09/24	AP	02/02/24	0000000	S & C DESIGN STUDIOS LLC	100.00			02/27/24
						LENDING CAMERAS				
						FOR EVERYDAY ART EXHIBIT				
						ACCOUNT TOTAL	2,058.44	.00		2,058.44
101-1199-441.72-19 OPERATING SUPPLIES / PRINTING										
1372		09/24	AP	01/25/24	0000000	COURIER LEGAL COMMUNICATIONS	877.52			02/27/24
						1/16 MTG-MINUTES/BILLS				
						ACCOUNT TOTAL	877.52	.00		877.52
101-1199-441.81-02 PROFESSIONAL SERVICES / AUDIT										
1372		09/24	AP	02/14/24	0000000	PFM FINANCIAL ADVISORS LLC	2,000.00			02/27/24
						CONTINUING DISCLOSURE				
						SERVICES FY2023				
						ACCOUNT TOTAL	2,000.00	.00		2,000.00
101-2235-412.72-17 OPERATING SUPPLIES / UNIFORMS										
1372		09/24	AP	01/18/24	0000000	SERVICEWEAR APPAREL, INC.	35.96			02/27/24
						UNIFORMS-J CRAIG				
						ACCOUNT TOTAL	35.96	.00		35.96
101-2245-442.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1372		09/24	AP	02/15/24	0000000	DENTONS DAVIS BROWN PC	120.81			02/27/24
						LGL:RE:IMMIGRATION				
						01/02/24-01/03/24				
						ACCOUNT TOTAL	120.81	.00		120.81
101-2253-423.72-43 OPERATING SUPPLIES / REC CONCESSIONS										
1420		09/24	AP	02/22/24	0000000	ATLANTIC COCA-COLA	158.51			02/27/24
						CONCESSION BEVERAGES				
1409		09/24	AP	02/15/24	0000000	ATLANTIC COCA-COLA	99.17			02/27/24
						CONCESSION BEVERAGES				
						ACCOUNT TOTAL	257.68	.00		257.68
101-2253-423.72-47 OPERATING SUPPLIES / ADULT EXERCISE EQUIP										
1409		09/24	AP	02/20/24	0000000	PUSH PEDAL PULL-CDR	958.78			02/27/24
						REPLACED 2TREADMILL BELTS				
						WORKED ON WEIGHT MACHINES				
						ACCOUNT TOTAL	958.78	.00		958.78

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FUND 101 GENERAL FUND										
101-2253-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1372		09/24	AP	02/22/24	0000000	IKE'S FENCE WORKS	5,833.33			02/27/24
						TENNIS COURTS FENCE SLATS				
						50% DOWN PAYMENT				
						ACCOUNT TOTAL	5,833.33	.00	5,833.33	
101-2253-423.86-31 REPAIR & MAINTENANCE / THE FALLS REPAIR & MAINT.										
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	206.60			02/27/24
						REPAIR STENNER				
						010417KS031				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	197.95			02/27/24
						REPAIR STENNER				
						04061105612				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	258.65			02/27/24
						REPAIR STENNER				
						101416KS30041				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	219.15			02/27/24
						REPAIR STENNER				
						010417KS0307				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	204.55			02/27/24
						REPAIR STENNER				
						04141106121				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	228.65			02/27/24
						REPAIR STENNER				
						04070613923				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	222.20			02/27/24
						REPAIR STENNER				
						010417KS0255				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	158.30			02/27/24
						REPAIR STENNER				
						063021KS24172				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	316.65			02/27/24
						REPAIR STENNER				
						05011KS14347				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	249.75			02/27/24
						REPAIR STENNER				
						063021KS24147				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	308.95			02/27/24
						REPAIR STENNER				
						010417KS0310				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	169.15			02/27/24
						REPAIR STENNER				
						061212311475				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION	463.35			02/27/24
						REPAIR STENNER				
						033114000203714				
1409		09/24	AP	01/31/24	0000000	ACCO UNLIMITED CORPORATION		263.25		02/27/24
						STENNER PUMP EQUIPMENT				
						REPAIR CREDIT				
						ACCOUNT TOTAL	3,203.90	263.25	2,940.65	
101-2280-423.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1367		09/24	AP	02/08/24	0000000	SIGNS & DESIGNS, INC.	85.00			02/27/24
						ENTRYWAY, GIFT SHOP VINYL				
1367		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	71.33			02/27/24
						ASSORTED COPY PAPER				
						CARDSTOCK, LEGAL, TABLOID				
						ACCOUNT TOTAL	156.33	.00	156.33	
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES										

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FUND 101 GENERAL FUND										
101-2280-423.72-70 OPERATING SUPPLIES / CLASSROOM SUPPLIES						continued				
1367		09/24	AP	02/20/24	0000000	ART CRAFT STUDIO, INC.	23.75			02/27/24
						UNDERGLAZES, MAYCO GLAZE				
						ACCOUNT TOTAL	23.75	.00	23.75	
101-2280-423.72-71 OPERATING SUPPLIES / GALLERY SUPPLIES										
1367		09/24	AP	02/21/24	0000000	SIGNS BY TOMORROW	35.00			02/27/24
						PERM COLLECTION LABELS				
1367		09/24	AP	02/13/24	0000000	SIGNS & DESIGNS, INC.	150.00			02/27/24
						EVERYDAY ART ESSAY VINYL				
1367		09/24	AP	02/08/24	0000000	SIGNS BY TOMORROW	4.75			02/27/24
						EVERYDAY ART PVC LABEL				
						ACCOUNT TOTAL	189.75	.00	189.75	
101-2280-423.72-72 OPERATING SUPPLIES / PRODUCTS FOR RESALE										
1367		09/24	AP	02/06/24	0000000	FINAL THURSDAY PRESS	34.85			02/27/24
						RUTH SUCKOW BOOKS				
						ACCOUNT TOTAL	34.85	.00	34.85	
101-2280-423.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1367		09/24	AP	02/16/24	0000000	ARAMARK	13.74			02/27/24
						MAT SERVICE				
1367		09/24	AP	02/08/24	0000000	MATTOCKS, BRADFORD	768.00			02/27/24
						INSTRUCTOR FOR WATERCOLOR				
						2/7-3/27 FROM 10-12, 1-3				
						ACCOUNT TOTAL	781.74	.00	781.74	
101-2280-423.81-06 PROFESSIONAL SERVICES / PRINTING & PUBLICATION										
1367		09/24	AP	02/20/24	0000000	LEVERAGE PRINTING INC	1,778.84			02/27/24
						SPRING 2024 BROCHURE				
1367		09/24	AP	11/29/23	0000000	LEVERAGE PRINTING INC	1,739.11			02/27/24
						WINTER 2024 BROCHURE				
						ACCOUNT TOTAL	3,517.95	.00	3,517.95	
101-2280-423.81-61 PROFESSIONAL SERVICES / PROMOTIONS										
1367		09/24	AP	02/08/24	0000000	LITTLE VILLAGE	216.00			02/27/24
						TINY ART EXHIBIT AD				
						ACCOUNT TOTAL	216.00	.00	216.00	

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FUND 101 GENERAL FUND								
101-4511-414.72-02 OPERATING SUPPLIES / LAUNDRY								
1404		09/24	AP	02/16/24	0000000 ARAMARK	7.25		02/27/24
					SHOP TOWELS - STATION #2			
1404		09/24	AP	02/16/24	0000000 ARAMARK	31.35		02/27/24
					TOWELS & MATS - PSS BLDG			
					ACCOUNT TOTAL	38.60	.00	38.60
101-4511-414.72-04 OPERATING SUPPLIES / SCBA SUPPLIES								
1404		09/24	AP	02/16/24	0000000 SANDRY FIRE SUPPLY, L.L.C.	131.40		02/27/24
					SCBA SUPPLIES; CONFIDENCE PLUS SOLUTION			
					ACCOUNT TOTAL	131.40	.00	131.40
101-4511-414.72-07 OPERATING SUPPLIES / EMS/RESCUE SUPPLIES								
1404		09/24	AP	01/23/24	0000000 BOUND TREE MEDICAL, LLC	378.86		02/27/24
					MED SUPPLIES; BURN SHEETS/GLUC TEST STR			
					ACCOUNT TOTAL	378.86	.00	378.86
101-4511-414.73-02 OTHER SUPPLIES / DORMITORY FURNISHINGS								
1404		09/24	AP	02/22/24	0000000 SLUMBERLAND FURNITURE	4,000.00		02/27/24
					DORM FURNISHINGS CHAIRS/SIDETABLES			
					ACCOUNT TOTAL	4,000.00	.00	4,000.00
101-4511-414.73-06 OTHER SUPPLIES / BUILDING REPAIR								
1404		09/24	AP	02/22/24	0000000 SLUMBERLAND FURNITURE	699.90		02/27/24
					DORM FURNISHINGS CHAIRS/SIDETABLES			
					ACCOUNT TOTAL	699.90	.00	699.90
101-4511-414.73-10 OTHER SUPPLIES / HEADQUARTER SUPPLIES								
1404		09/24	AP	01/13/24	0000000 O'DONNELL ACE HARDWARE	16.69		02/27/24
					ICE SCRAPER			
					ACCOUNT TOTAL	16.69	.00	16.69
101-4511-414.83-06 TRANSPORTATION&EDUCATION / EDUCATION								
1404		09/24	AP	02/13/24	0000000 FIRE SERVICE TRNG. BUREAU	200.00		02/27/24
					REG. FEES;FF1 & HAZMAT CHASE/GASCA			
1404		09/24	AP	12/12/23	0000000 FIRE SERVICE TRNG. BUREAU	50.00		02/27/24
					CERT.FEE -M.HOEFT DRIVER OPERATOR PUMPER			
					ACCOUNT TOTAL	250.00	.00	250.00

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FUND 101 GENERAL FUND										
101-4511-414.89-40 MISCELLANEOUS SERVICES / UNIFORM ALLOWANCE										
1404		09/24	AP	02/07/24	0000000	GALLS, LLC	116.35			02/27/24
1404		09/24	AP	12/19/23	0000000	QTRMASTER;BOOTS-LADAGE				
1404		09/24	AP	12/19/23	0000000	WERTJES UNIFORMS	10.00			02/27/24
1404		09/24	AP	12/12/23	0000000	FIRE UNIFORM-SCHMIDT HEM PANTS X2				
1404		09/24	AP	12/12/23	0000000	WERTJES UNIFORMS	119.98			02/27/24
1404		09/24	AP	11/15/23	0000000	FIRE UNIFORM-PANTS/PURDY				
1404		09/24	AP	11/15/23	0000000	WERTJES UNIFORMS	140.00			02/27/24
						QTRMASTER;BOOTS-T.PURDY				
						ACCOUNT TOTAL	386.33	.00		386.33
101-5521-415.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1401		09/24	AP	02/13/24	0000000	DES MOINES STAMP MFG. CO.	30.50			02/27/24
1401		09/24	AP	02/09/24	0000000	NOTARY STAMP - SITZMANN				
1401		09/24	AP	02/09/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	187.79			02/27/24
						SUPPLIES;PAPER,RECPT PAPER BINDERS,DOOR STOP,LABELS				
						ACCOUNT TOTAL	218.29	.00		218.29
101-5521-415.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1401		09/24	AP	02/21/24	0000000	MARTIN BROS.DISTRIBUTING	126.56			02/27/24
1401		09/24	AP	02/20/24	0000000	KITCHEN SUPPLIES; CUPS/PLATES				
1401		09/24	AP	02/20/24	0000000	MARTIN BROS.DISTRIBUTING	197.81			02/27/24
1404		09/24	AP	02/16/24	0000000	KITCHEN SUPPLIES; PLASTIC FORKS/KNIVES				
1404		09/24	AP	02/16/24	0000000	ARAMARK	25.36			02/27/24
						MATS - PSS BLDG				
						ACCOUNT TOTAL	349.73	.00		349.73
101-5521-415.72-20 OPERATING SUPPLIES / OFFICERS EQUIPMENT										
1404		09/24	AP	11/15/23	0000000	WERTJES UNIFORMS	37.00			02/27/24
						OPT.EQUIP.ALLOW-PURDY KNIFE				
						ACCOUNT TOTAL	37.00	.00		37.00
101-5521-415.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1401		09/24	AP	01/31/24	0000000	VIQ SOLUTIONS, INC	97.51			02/27/24
						TRANSCRIP.FEES-INVESTIGAT #23-108201 MOSLEY				
						ACCOUNT TOTAL	97.51	.00		97.51
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS										
1401		09/24	AP	02/21/24	0000000	IOWA STATE POLICE ASSOCIATION	40.00			02/27/24
						2024 ISPA DUES- T.TAYLOR				

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FUND 101 GENERAL FUND										
101-5521-415.83-04 TRANSPORTATION&EDUCATION / DUES & MEMBERSHIPS continued										
ACCOUNT TOTAL							40.00	.00	40.00	
101-5521-415.83-05 TRANSPORTATION&EDUCATION / TRAVEL (FOOD/MILEAGE/LOD)										
1401		09/24	AP	02/15/24	0000000	FAREWAY STORES INC. #190	57.89			02/27/24
						REFRESHMENTS-FBI LEEDA TRAINING HOST				
ACCOUNT TOTAL							57.89	.00	57.89	
101-5521-415.83-06 TRANSPORTATION&EDUCATION / EDUCATION										
1401		09/24	AP	03/20/24	0000000	CAMBRE, CAREN	385.00			02/27/24
						REG.FEE-A. LUCK TESTIFY EFFECTIVELY				
1401		09/24	AP	02/02/24	0000000	IOWA LAW ENFORCEMENT ACADEMY	20.00			02/27/24
						REG.FEE-OFFCR INVSTGATION FERGUSON & MADSEN				
1401		09/24	AP	02/02/24	0000000	IOWA LAW ENFORCEMENT ACADEMY		20.00		02/27/24
						CREDIT APPLIED TO 325713 \$130 CREDIT REMAINING				
ACCOUNT TOTAL							405.00	20.00	385.00	
101-5521-415.83-08 TRANSPORTATION&EDUCATION / ACADEMY										
1401		09/24	AP	02/09/24	0000000	HY-VEE KITCHEN	2,596.84			02/27/24
						MEALS-ILEA TRNG JOHNSTON STOLL				
1401		09/24	AP	02/09/24	0000000	HY-VEE KITCHEN	2,596.84			02/27/24
						MEALS-ILEA TRNG JOHNSTON ARIES				
ACCOUNT TOTAL							5,193.68	.00	5,193.68	
101-5521-425.81-20 PROFESSIONAL SERVICES / HUMANE SOCIETY										
1401		09/24	AP	02/05/24	0000000	CEDAR BEND HUMANE SOCIETY	2,259.20			02/27/24
						JAN'24 ANIMAL SURRENDER				
ACCOUNT TOTAL							2,259.20	.00	2,259.20	
101-6613-433.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES										
1402		09/24	AP	02/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90			02/27/24
						OFFICE PAPER				
1385		09/24	AP	02/12/24	0000000	BERNTSEN INTERNATIONAL, INC.	3,827.54			02/27/24
						PLOT MARKERS				
1402		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.12			02/27/24
						PENS, MARKERS, POST ITS AND FOLDERS				
1390		09/24	AP	02/07/24	0000000	BENTON BUILDING CENTER	31.54			02/27/24
						PLOT MARKER LINE				
ACCOUNT TOTAL							3,866.10	.00	3,866.10	

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FUND 101 GENERAL FUND									
101-6613-433.86-01					REPAIR & MAINTENANCE / REPAIR & MAINTENANCE				
1421		09/24	AP	02/19/24	0000000 RAMAKER & ASSOCIATES, INC.	450.00		02/27/24	
					CIMS WORK SPLIT SPACES				
ACCOUNT TOTAL						450.00	.00	450.00	
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES									
1402		09/24	AP	02/16/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	1.52		02/27/24	
					OFFICE PAPER				
1421		09/24	AP	02/16/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	278.66		02/27/24	
					TOWELS, TISSUE, FLOOR CLEANER				
PROJECT#:					062506				
1402		09/24	AP	02/15/24	0000000 INTERSTATE ALL BATTERY CENTER	280.00		02/27/24	
					FLOOR SCRUBBER BATTERIES				
PROJECT#:					062506				
1421		09/24	AP	02/14/24	0000000 ULINE, INC.	127.82		02/27/24	
					DOG POLE HANGERS				
PROJECT#:					062511				
1390		09/24	AP	02/13/24	0000000 O'DONNELL ACE HARDWARE	10.65		02/27/24	
					RECEPTACLES AND COVERS				
PROJECT#:					062510				
1402		09/24	AP	02/13/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	136.48		02/27/24	
					TISSUE, SOAP, TOWELS AND LINERS				
PROJECT#:					062501				
1402		09/24	AP	02/13/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	200.80		02/27/24	
					TISSUE, SOAP, TOWELS AND LINERS				
PROJECT#:					062503				
1402		09/24	AP	02/13/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	119.92		02/27/24	
					TISSUE, SOAP, TOWELS AND LINERS				
PROJECT#:					062506				
1402		09/24	AP	02/13/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	725.95		02/27/24	
					TISSUE, SOAP, TOWELS AND LINERS				
PROJECT#:					062507				
1390		09/24	AP	02/12/24	0000000 O'DONNELL ACE HARDWARE	2.96		02/27/24	
					BOLTS				
PROJECT#:					062503				
1390		09/24	AP	02/12/24	0000000 O'DONNELL ACE HARDWARE	12.38		02/27/24	
					COMMAND MOUNTING STRIPS				
PROJECT#:					062510				
1390		09/24	AP	02/09/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	101.86		02/27/24	
					FLOOR CLEANER, DETERGENT GLOVES				
PROJECT#:					062511				
1385		09/24	AP	02/08/24	0000000 IOWA PRISON INDUSTRIES	112.80		02/27/24	
					HVAC FILTERS				
PROJECT#:					062503				
1385		09/24	AP	02/08/24	0000000 IOWA PRISON INDUSTRIES	108.00		02/27/24	
					HVAC FILTERS				
PROJECT#:					062511				
1385		09/24	AP	02/08/24	0000000 IOWA PRISON INDUSTRIES	146.40		02/27/24	

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FUND 101 GENERAL FUND									
101-6616-446.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
HVAC FILTERS									
PROJECT#:	062506								
1385		09/24	AP	02/08/24	0000000	IOWA PRISON INDUSTRIES	155.52		02/27/24
HVAC FILTERS									
PROJECT#:	062501								
1402		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT AND FOLDERS	4.10		02/27/24
1402		09/24	AP	02/06/24	0000000	POLK'S LOCK SERVICE, INC. KEYS	4.00		02/27/24
PROJECT#:	062506								
1385		09/24	AP	01/24/24	0000000	PRINT INNOVATIONS	1,195.00		02/27/24
WINDOW PERFORATIONS									
PROJECT#:	062506								
1402		09/24	AP	01/18/24	0000000	INTERSTATE ALL BATTERY CENTER FLOOR SCRUBBER BATTERIES		70.00	02/27/24
PROJECT#:	062506								
1385		09/24	AP	08/15/23	0000000	CHRISTIE DOOR COMPANY OVERHEAD DOOR REMOTES	90.00		02/27/24
PROJECT#:	062511								
ACCOUNT TOTAL							3,814.82	70.00	3,744.82
101-6616-446.73-06 OTHER SUPPLIES / BUILDING REPAIR									
1402		09/24	AP	02/15/24	0000000	BASEPOINT BUILDING AUTOMATION HANDICAP DOOR OPENER REPAIR	532.34		02/27/24
PROJECT#:	062507								
1421		09/24	AP	02/12/24	0000000	ECHO GROUP, INC. OUTLETS AND COVERS	68.92		02/27/24
PROJECT#:	062510								
1385		09/24	AP	02/09/24	0000000	O'DONNELL ACE HARDWARE BATTERIES	19.98		02/27/24
PROJECT#:	062506								
1385		09/24	AP	02/08/24	0000000	COOLEY PUMPING, LLC DRAIN MAINTENANCE	180.00		02/27/24
PROJECT#:	062501								
1385		09/24	AP	02/08/24	0000000	O'DONNELL ACE HARDWARE DREMEL BITS	39.34		02/27/24
PROJECT#:	062501								
1385		09/24	AP	01/31/24	0000000	POLK'S LOCK SERVICE, INC. DOOR CLOSERS	1,111.50		02/27/24
PROJECT#:	062501								
1402		09/24	AP	01/31/24	0000000	INTECONNEX DOOR ACCESS REPAIR	315.00		02/27/24
PROJECT#:	062507								
ACCOUNT TOTAL							2,267.08	.00	2,267.08

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GROUP	PO	ACCTG	----	TRANSACTION	----				CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6616-446.86-02						REPAIR & MAINTENANCE / BUILDINGS & GROUNDS			
1402		09/24	AP	02/16/24	0000000	ARAMARK	56.85		02/27/24
						MAT SERVICE			
						PROJECT#: 062501			
1402		09/24	AP	02/16/24	0000000	ARAMARK	134.80		02/27/24
						MAT AND TOWEL SERVICE			
						PROJECT#: 062506			
						ACCOUNT TOTAL	191.65	.00	191.65
101-6625-432.72-17						OPERATING SUPPLIES / UNIFORMS			
1403		09/24	AP	02/13/24	0000000	SERVICEWEAR APPAREL, INC.	54.30		02/27/24
						UNIFORMS-B FLOUK			
1403		09/24	AP	02/13/24	0000000	SERVICEWEAR APPAREL, INC.	49.84		02/27/24
						UNIFORMS-J LUZUM			
1403		09/24	AP	02/13/24	0000000	SERVICEWEAR APPAREL, INC.	76.36		02/27/24
						UNIFORMS-B CORDES			
1403		09/24	AP	02/08/24	0000000	SERVICEWEAR APPAREL, INC.	73.68		02/27/24
						UNIFORMS-M TOLAN			
1403		09/24	AP	02/08/24	0000000	SERVICEWEAR APPAREL, INC.	78.84		02/27/24
						UNIFORMS-D WICKE			
1403		09/24	AP	02/08/24	0000000	SERVICEWEAR APPAREL, INC.	11.41		02/27/24
						UNIFORMS-A KANE			
1403		09/24	AP	02/08/24	0000000	SERVICEWEAR APPAREL, INC.	60.36		02/27/24
						UNIFORMS-A VANRADEN			
1403		09/24	AP	02/08/24	0000000	SERVICEWEAR APPAREL, INC.	70.73		02/27/24
						UNIFORMS-C HAGER			
						ACCOUNT TOTAL	475.52	.00	475.52
101-6633-423.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1402		09/24	AP	02/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.70		02/27/24
						OFFICE PAPER			
1402		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	15.36		02/27/24
						PENS, MARKERS, POST ITS AND FOLDERS			
						ACCOUNT TOTAL	21.06	.00	21.06
101-6633-423.72-01						OPERATING SUPPLIES / OPERATING SUPPLIES			
1372		09/24	AP	02/22/24	0000000	IKE'S FENCE WORKS	2,916.67		02/27/24
						TENNIS COURTS FENCE SLATS			
						50% DOWN PAYMENT			
1385		09/24	AP	02/09/24	0000000	STOKES WELDING	79.47		02/27/24
						CHAINSAW DEPTH GAUGES			
						FILES			
1385		09/24	AP	02/08/24	0000000	STOKES WELDING	130.30		02/27/24
						CHAINSAW OIL PARTS/WORM			
1385		09/24	AP	02/01/24	0000000	DIAMOND VOGEL PAINT - #52	13.86		02/27/24
						PAINT ROLLERS PARK GRAFFITI			

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GROUP	PO	ACCTG	----	TRANSACTION	----	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER				BALANCE
									POST DT
FUND 101 GENERAL FUND									
101-6633-423.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES						continued			
1390		09/24	AP	01/30/24	0000000	DIAMOND VOGEL PAINT - #52	38.60		02/27/24
						PAINT SUPPLY GRAFFITI			
						ACCOUNT TOTAL	3,178.90	.00	3,178.90
101-6633-423.86-01 REPAIR & MAINTENANCE / REPAIR & MAINTENANCE									
1421		09/24	AP	02/09/24	0000000	COOLEY PUMPING, LLC	125.00		02/27/24
						PORTA POTTY			
						EL DORADO			
						ACCOUNT TOTAL	125.00	.00	125.00
101-6633-423.93-01 EQUIPMENT / EQUIPMENT									
1390		09/24	AP	02/08/24	0000000	P & K MIDWEST, INC.	11,000.00		02/27/24
						SNOW BLOWER VM00660			
						ACCOUNT TOTAL	11,000.00	.00	11,000.00
						FUND TOTAL	70,633.13	353.25	70,279.88
FUND 203 TAX INCREMENT FINANCING									
FUND 206 STREET CONSTRUCTION FUND									
206-6637-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES									
1402		09/24	AP	02/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.80		02/27/24
						OFFICE PAPER			
1402		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	10.25		02/27/24
						PENS, MARKERS, POST ITS			
						AND FOLDERS			
						ACCOUNT TOTAL	14.05	.00	14.05
206-6637-436.72-57 OPERATING SUPPLIES / ICE CONTROL									
1390		09/24	AP	02/08/24	0000000	MENARDS-CEDAR FALLS	225.97		02/27/24
						MAILBOXES			
1390		09/24	AP	02/05/24	0000000	FERTILIZER DEALER SUPPLY, INC	212.41		02/27/24
						BRINE SYSTEM			
1385		09/24	AP	01/30/24	0000000	COMPASS MINERALS AMERICA	33,029.88		02/27/24
						ROAD SALT			
1402		09/24	AP	12/06/23	0000000	COMPASS MINERALS AMERICA	30,114.50		02/27/24
						ROAD SALT			
						ACCOUNT TOTAL	63,582.76	.00	63,582.76
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING									
1385		09/24	AP	02/07/24	0000000	BLACK HAWK RENTAL	73.99		02/27/24

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GROUP	PO	ACCTG	---	TRANSACTION---	DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 206 STREET CONSTRUCTION FUND								
206-6637-436.73-35 OTHER SUPPLIES / WEED CUTTING								
BRUSH CUTTING								
ACCOUNT TOTAL						73.99	.00	73.99
206-6637-436.92-93 STRUCTURE IMPROV & BLDGS / WEST 27TH ST IMPROVEMENTS								
1403		09/24	AP	02/15/24	0000000	PETERSON CONTRACTORS	2,772.95	02/27/24
		3240-W		27TH ST RECON		1/18-2/14/24		
PROJECT#: 023240								
1403		09/24	AP	02/14/24	0000000	AECOM TECHNICAL SERVICES, INC	7,886.32	02/27/24
		3240-W		27TH ST RECON		THROUGH 2/9/24		
PROJECT#: 023240								
ACCOUNT TOTAL						10,659.27	.00	10,659.27
206-6647-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES								
1402		09/24	AP	02/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	1.90	02/27/24
OFFICE PAPER								
1402		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	5.12	02/27/24
PENS, MARKERS, POST ITS AND FOLDERS								
ACCOUNT TOTAL						7.02	.00	7.02
206-6647-436.72-01 OPERATING SUPPLIES / OPERATING SUPPLIES								
1421		09/24	AP	02/07/24	0000000	MENARDS-CEDAR FALLS	65.84	02/27/24
DRILL BITS								
1390		09/24	AP	02/05/24	0000000	ECHO GROUP, INC.	258.54	02/27/24
BUILDING WIRE								
1390		09/24	AP	02/05/24	0000000	ECHO GROUP, INC.	262.51	02/27/24
FACE PLATES/COUPLINGS CONDUIT/CONNECTORS								
1385		09/24	AP	01/31/24	0000000	FASTENAL COMPANY	113.04	02/27/24
CONCRETE ANCHORS								
ACCOUNT TOTAL						699.93	.00	699.93
206-6647-436.72-16 OPERATING SUPPLIES / TOOLS								
1385		09/24	AP	02/06/24	0000000	CAMPBELL SUPPLY WATERLOO	239.99	02/27/24
TOOL ELECTRICAL TRACER								
ACCOUNT TOTAL						239.99	.00	239.99
FUND TOTAL						75,277.01	.00	75,277.01

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GROUP NBR	PO NBR	ACCTG PER.	CD	---TRANSACTION--- DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE POST DT
FUND 215 HOSPITAL FUND									
FUND 216 POLICE BLOCK GRANT FUND									
FUND 217 SECTION 8 HOUSING FUND									
FUND 223 COMMUNITY BLOCK GRANT									
223-2224-432.72-19				OPERATING SUPPLIES / PRINTING					
1372		09/24 AP		01/18/24	0000000	COURIER LEGAL COMMUNICATIONS	119.99		02/27/24
				NOI REQ. RELEASE FUNDS		HOMEOWNER			
1372		09/24 AP		01/18/24	0000000	COURIER LEGAL COMMUNICATIONS	118.67		02/27/24
				NOI REQ. RELEASE FUNDS		RENTAL			
				ACCOUNT TOTAL			238.66	.00	238.66
223-2224-432.89-59 MISCELLANEOUS SERVICES / NBRHD INFRASTRCT IMPRVMT									
1403		09/24 AP		01/31/24	0000000	QUESTCDN	256.00		02/27/24
				3325-FFY23 SANITARY SEWER		1/19/24 BID			
		PROJECT#:		023325					
				ACCOUNT TOTAL			256.00	.00	256.00
				FUND TOTAL			494.66	.00	494.66
FUND 224 TRUST & AGENCY									
FUND 242 STREET REPAIR FUND									
242-1240-431.92-25				STRUCTURE IMPROV & BLDGS / CEDAR HEIGHTS AREA RECON					
1403		09/24 AP		02/14/24	0000000	AECOM TECHNICAL SERVICES, INC	24,117.54		02/27/24
				3271-N CEDAR HEIGHTS		1/13-2/9/24			
		PROJECT#:		023271					
1403		09/24 AP		02/06/24	0000000	AECOM TECHNICAL SERVICES, INC	10,189.52		02/27/24
				3271:N CEDAR HEIGHTS PH2		1/6-2/2/24			
		PROJECT#:		023271					
				ACCOUNT TOTAL			34,307.06	.00	34,307.06
242-1240-431.98-45 CAPITAL PROJECTS / MAIN STREET RECONSTRUCT									
1403		09/24 AP		02/19/24	0000000	PETERSON CONTRACTORS	16,845.00		02/27/24
				3283:MAIN ST RECONSTRUCT					
		PROJECT#:		023283					
				ACCOUNT TOTAL			16,845.00	.00	16,845.00
				FUND TOTAL			51,152.06	.00	51,152.06

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GROUP	PO	ACCTG	----TRANSACTION----		DESCRIPTION	DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 254 CABLE TV FUND								
FUND 258 PARKING FUND								
258-5531-435.81-22					PROFESSIONAL SERVICES / PARKING STUDY			
1372		09/24 AP		02/23/24	0000000 FISHBECK	5,414.30		02/27/24
					PARKING STUDY THROUGH 02/16/24			
1372		09/24 AP		02/14/24	0000000 SIGNS BY TOMORROW	252.00		02/27/24
					PARKING STUDY QR/LINK SIGNS			
					ACCOUNT TOTAL	5,666.30	.00	5,666.30
258-5531-435.81-48 PROFESSIONAL SERVICES / CONTRACT SERVICES								
1372		09/24 AP		01/31/24	0000000 IPS GROUP, INC	135.41		02/27/24
					GATEWAY FEES-JANUARY 2024 (2 PAY STATIONS)			
1372		09/24 AP		01/31/24	0000000 IPS GROUP, INC	2,962.05		02/27/24
					PARKING CITATION FEES JANUARY 2024			
					ACCOUNT TOTAL	3,097.46	.00	3,097.46
					FUND TOTAL	8,763.76	.00	8,763.76
FUND 261 TOURISM & VISITORS								
261-2291-423.73-55 OTHER SUPPLIES / MEDIA								
1411		09/24 AP		02/21/24	0000000 BUSINESS PUBLICATIONS CORP.,	1,912.50		02/27/24
					1/3 PG AD 2024 TRAVEL IA GUIDE			
1411		09/24 AP		02/19/24	0000000 TWO RIVERS MARKETING	475.00		02/27/24
					FEB REPORT & ANALYTICS			
1411		09/24 AP		02/19/24	0000000 TWO RIVERS MARKETING	3,625.00		02/27/24
					FLIGHTS 3 & 4 CONCEPTING			
					ACCOUNT TOTAL	6,012.50	.00	6,012.50
261-2291-423.85-23 UTILITIES / BUILDING MAINTENANCE								
1411		09/24 AP		02/16/24	0000000 ARAMARK	7.80		02/27/24
					MAT SERVICE			
					ACCOUNT TOTAL	7.80	.00	7.80
261-2291-423.85-50 UTILITIES / COMMUNITY AWARENESS								
1411		09/24 AP		02/21/24	0000000 R & D EVENTS	175.00		02/27/24
					TABLE/CHAIRS EASTERN IA SPORT SHOW BOOTH			
					ACCOUNT TOTAL	175.00	.00	175.00
261-2291-423.85-52 UTILITIES / TOURISM MARKETING GRANTS								
1411		09/24 AP		02/16/24	0000000 IOWA HIGH SCHOOL ATHLETIC ASS	14,000.00		02/27/24

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GROUP	PO	ACCTG	-----TRANSACTION-----				DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION			BALANCE
									POST DT
FUND 261 TOURISM & VISITORS									
261-2291-423.85-52						UTILITIES / TOURISM MARKETING GRANTS	continued		
						FY24 HS STATE FOOTBALL GRANT			
						ACCOUNT TOTAL	14,000.00	.00	14,000.00
						FUND TOTAL	20,195.30	.00	20,195.30
FUND 262 SENIOR SERVICES & COMM CT									
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									
298-2280-423.89-39						MISCELLANEOUS SERVICES / ITEMS PURCHASED-DONATIONS			
1367				09/24 AP 01/24/24	0000000	BEHRENS, ROY R.	200.00		02/27/24
						DESIGN EXHIBIT GRAPHICS FOR POSTCARD AND WEB USE			
						ACCOUNT TOTAL	200.00	.00	200.00
						FUND TOTAL	200.00	.00	200.00
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			
1403				09/24 AP 02/14/24	0000000	PETERSON CONTRACTORS	147,835.58		02/27/24
						3290:CEDAR RIVER REC			
						PROJECT#: 023290			
1403				09/24 AP 02/05/24	0000000	RIVERWISE ENGINEERING, LLC	22,999.00		02/27/24
						3290:CEDAR RIVER REC			
						PROJECT#: 023290			
						ACCOUNT TOTAL	170,834.58	.00	170,834.58
						FUND TOTAL	170,834.58	.00	170,834.58

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GROUP NBR	PO NBR	ACCTG PER.	CD	DATE	TRANSACTION NUMBER	DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE	POST DT
FUND 407 VISION IOWA PROJECT										
FUND 408 STREET IMPROVEMENT FUND										
FUND 410 CORONAVIRUS LOCAL RELIEF										
410-1220-431	96-78	SEWER BOND PROJECTS /		NUTRIENT REMOV/FAC PLAN						
1410	09/24	AP	02/13/24	0000000	STRAND ASSOCIATES, INC.	3,316.85				02/27/24
					STRAND PROF SERVICES					01/01/24 - 01/31/24
PROJECT#: 023322										
ACCOUNT TOTAL							3,316.85	.00	3,316.85	
FUND TOTAL							3,316.85	.00	3,316.85	
FUND 430 2004 TIF BOND										
430-1220-431	97-70	TIF BOND PROJECTS /		VIKING ROAD						
1403	09/24	AP	02/08/24	0000000	SNYDER & ASSOCIATES, INC.	50,465.50				02/27/24
					3212:WEST VIKING RD RECON					SERVICES 1/1-31/24
PROJECT#: 023212										
ACCOUNT TOTAL							50,465.50	.00	50,465.50	
FUND TOTAL							50,465.50	.00	50,465.50	
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										
439-1220-431	98-96	CAPITAL PROJECTS /		FINANCIAL SYSTEM						
1372	09/24	AP	02/20/24	0000000	BERRY DUNN MCNEIL & PARKER, L	4,440.00				02/27/24
					NEW FINANCE SYS-CONSULT					JANUARY 2024
PROJECT#: 012022										
ACCOUNT TOTAL							4,440.00	.00	4,440.00	
FUND TOTAL							4,440.00	.00	4,440.00	

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GROUP NBR	PO NBR	ACCTG PER.	CD	TRANSACTION DATE	DESCRIPTION NUMBER	DEBITS	CREDITS	CURRENT BALANCE POST DT
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							
551-6675-436.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES							
1402	09/24	AP		02/16/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	5.70		02/27/24
					OFFICE PAPER			
1402	09/24	AP		02/08/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	15.37		02/27/24
					PENS, MARKERS, POST ITS AND FOLDERS			
					ACCOUNT TOTAL	21.07	.00	21.07
551-6685-436.71-01	OFFICE SUPPLIES / OFFICE SUPPLIES							
1402	09/24	AP		02/16/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	10.26		02/27/24
					OFFICE PAPER			
1402	09/24	AP		02/08/24	0000000 OFFICE EXPRESS OFFICE PRODUCT	27.66		02/27/24
					PENS, MARKERS, POST ITS AND FOLDERS			
					ACCOUNT TOTAL	37.92	.00	37.92
551-6685-436.72-17	OPERATING SUPPLIES / UNIFORMS							
1402	09/24	AP		11/11/23	0000000 SERVICEWEAR APPAREL, INC.	29.32		02/27/24
					UNIFORMS PANTS			
					ACCOUNT TOTAL	29.32	.00	29.32
551-6685-436.73-01	OTHER SUPPLIES / REPAIR & MAINT. SUPPLIES							
1421	09/24	AP		02/22/24	0000000 O'DONNELL ACE HARDWARE	31.38		02/27/24
					FAUCETS FOR HOSE			
1390	09/24	AP		02/13/24	0000000 O'DONNELL ACE HARDWARE	15.38		02/27/24
					BROOMS FOR TRACTORS			
1421	09/24	AP		02/13/24	0000000 MENARDS-CEDAR FALLS	12.00		02/27/24
					CLEANER-TRANSFER STATION			
					ACCOUNT TOTAL	58.76	.00	58.76
551-6685-436.87-02	RENTALS / MATERIAL DISPOSAL/HANDLIN							

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FUND 551 REFUSE FUND										
551-6685-436.87-02 RENTALS / MATERIAL DISPOSAL/HANDLIN						continued				
1421		09/24	AP	02/10/24	0000000	LIBERTY TIRE RECYCLING, LLC	317.59			02/27/24
						SCRAP TIRE RECYCLING				
						ACCOUNT TOTAL	317.59	.00	317.59	
						FUND TOTAL	464.66	.00	464.66	
FUND 552 SEWER RENTAL FUND										
552-6665-436.71-01 OFFICE SUPPLIES / OFFICE SUPPLIES										
1402		09/24	AP	02/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	3.03			02/27/24
						OFFICE PAPER				
1402		09/24	AP	02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	8.20			02/27/24
						PENS, MARKERS, POST ITS				
						AND FOLDERS				
						ACCOUNT TOTAL	11.23	.00	11.23	
552-6665-436.72-16 OPERATING SUPPLIES / TOOLS										
1410		09/24	AP	02/02/24	0000000	CAMPBELL SUPPLY WATERLOO	59.00			02/27/24
						AXE				
						ACCOUNT TOTAL	59.00	.00	59.00	
552-6665-436.72-17 OPERATING SUPPLIES / UNIFORMS										
1402		09/24	AP	02/08/24	0000000	SERVICEWEAR APPAREL, INC.	229.36			02/27/24
						UNIFORMS QUINN ALFS				
1402		09/24	AP	11/11/23	0000000	SERVICEWEAR APPAREL, INC.	108.04			02/27/24
						UNIFORMS PANTS				
						ACCOUNT TOTAL	337.40	.00	337.40	
552-6665-436.72-60 OPERATING SUPPLIES / SAFETY SUPPLIES										
1410		09/24	AP	02/14/24	0000000	CAMPBELL SUPPLY WATERLOO	4.98			02/27/24
						QUICK STIX				
1410		09/24	AP	02/14/24	0000000	CAMPBELL SUPPLY WATERLOO	245.53			02/27/24
						SAFETY GLOVES				
1410		09/24	AP	02/13/24	0000000	CAMPBELL SUPPLY WATERLOO	121.14			02/27/24
						GLOVES, QUICK STIX				
1410		09/24	AP	02/07/24	0000000	CAMPBELL SUPPLY WATERLOO	61.83			02/27/24
						HARDHAT SAFETY				
1410		09/24	AP	02/07/24	0000000	PROSHIELD FIRE & SECURITY	1,131.00			02/27/24
						FIRE EXT SERVICE				
						ACCOUNT TOTAL	1,564.48	.00	1,564.48	

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FUND 552 SEWER RENTAL FUND									
552-6665-436.72-99 OPERATING SUPPLIES / POSTAGE									
1410		09/24	AP	02/03/24	0000000 UNITED PARCEL SERVICE AND SCALE	15.08			02/27/24
					SHIPPING TO NORTH BALANCE				
					ACCOUNT TOTAL	15.08	.00	15.08	
552-6665-436.73-05 OTHER SUPPLIES / OPERATING EQUIPMENT									
1410		09/24	AP	02/15/24	0000000 O'DONNELL ACE HARDWARE	20.99			02/27/24
					BATTERIES				
1410		09/24	AP	02/14/24	0000000 MENARDS-CEDAR FALLS	23.43			02/27/24
					GLUE GEL/4-WIRE PLUG SHARPIES				
1410		09/24	AP	02/12/24	0000000 MENARDS-CEDAR FALLS	5.34			02/27/24
					COUPLING/ELBOW/HOSE BARB				
					ACCOUNT TOTAL	49.76	.00	49.76	
552-6665-436.73-31 OTHER SUPPLIES / LAB SUPPLIES & EQUIPMENT									
1410		09/24	AP	02/12/24	0000000 FERGUSON ENTERPRISES, INC.	321.65			02/27/24
					LAB FAUCET				
					ACCOUNT TOTAL	321.65	.00	321.65	
552-6665-436.73-67 OTHER SUPPLIES / ODOR CONTROL									
1410		09/24	AP	01/16/24	0000000 CONTINENTAL RESEARCH CORP.	3,482.52			02/27/24
					ODOR CONTROL CHEMICAL				
					ACCOUNT TOTAL	3,482.52	.00	3,482.52	
552-6665-436.74-06 SEWER SUPPLIES / BLDG & GR - LIFT STATIONS									
1410		09/24	AP	02/16/24	0000000 DIAMOND VOGEL PAINT - #64/#55	9.92			02/27/24
					MIRACLE WWIPES				
1410		09/24	AP	02/16/24	0000000 SHERWIN-WILLIAMS COMPANY	56.98			02/27/24
					PAINT FOR 309 OFFICE				
1410		09/24	AP	02/15/24	0000000 MENARDS-CEDAR FALLS	599.40			02/27/24
					309 CEILING TILES				
1410		09/24	AP	02/15/24	0000000 SHERWIN-WILLIAMS COMPANY	199.29			02/27/24
					PAINT FOR 309 OFFICE				
1410		09/24	AP	02/14/24	0000000 MENARDS-CEDAR FALLS	372.85			02/27/24
					309 BLDG FLOOR PAINT FLOOR SQUEEGEE				
1410		09/24	AP	02/14/24	0000000 O'DONNELL ACE HARDWARE	13.98			02/27/24
					QUIKCRETE FLOOR 309				
1410		09/24	AP	02/13/24	0000000 O'DONNELL ACE HARDWARE	60.15			02/27/24
					WAXRING/WATER LINE/FILTER				
1410		09/24	AP	02/12/24	0000000 O'DONNELL ACE HARDWARE	64.67			02/27/24
					309 BLDG FLOOR REPAIR CAULK GUN				
					ACCOUNT TOTAL	1,377.24	.00	1,377.24	

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FUND 552 SEWER RENTAL FUND											
552-6665-436.74-27 SEWER SUPPLIES / IOWA ONE CALL											
1402		09/24	AP	02/09/24	0000000		IOWA ONE CALL	81.00			02/27/24
							IA ONE CALLS JANUARY 2024				
							ACCOUNT TOTAL	81.00	.00	81.00	
552-6665-436.74-36 SEWER SUPPLIES / SUPPLIES/SANITARY SEWERS											
1410		09/24	AP	02/14/24	0000000		O'DONNELL ACE HARDWARE	24.99			02/27/24
							SPRAYER FOR LS GREASE				
1410		09/24	AP	02/12/24	0000000		D.J. GONGOL & ASSOCIATES, INC	3,479.67			02/27/24
							TOURIST PUMP REBUILD				
1410		09/24	AP	02/09/24	0000000		GIERKE-ROBINSON COMPANY, INC.	46.64			02/27/24
							CHISEL, BRUSH				
							ACCOUNT TOTAL	3,551.30	.00	3,551.30	
552-6665-436.86-12 REPAIR & MAINTENANCE / TOWELS											
1410		09/24	AP	02/16/24	0000000		ARAMARK	34.46			02/27/24
							MOPS AND TOWELS				
							ACCOUNT TOTAL	34.46	.00	34.46	
552-6665-436.86-29 REPAIR & MAINTENANCE / LAB & TESTING											
1410		09/24	AP	02/13/24	0000000		NORTHERN BALANCE & SCALE CO.	515.00			02/27/24
							WEIGHT AND THERMS ANNUAL CALIBRATION				
							ACCOUNT TOTAL	515.00	.00	515.00	
552-6665-436.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS											
1403		09/24	AP	02/14/24	0000000		AECOM TECHNICAL SERVICES, INC	10,409.25			02/27/24
							3332-S MAIN SAN SEWER EXT 1/13-2/9/24				
							PROJECT#: 023332				
							ACCOUNT TOTAL	10,409.25	.00	10,409.25	
552-6665-436.96-82 SEWER BOND PROJECTS / OAK PARK SEWER REPLACE											
1403		09/24	AP	02/15/24	0000000		PETERSON CONTRACTORS	7,410.00			02/27/24
							3182-OAK PARK SEWER 2/1-2/14/24				
							PROJECT#: 023182				
							ACCOUNT TOTAL	7,410.00	.00	7,410.00	
							FUND TOTAL	29,219.37	.00	29,219.37	

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NBR	NBR	PER.	CD	DATE	NUMBER	DESCRIPTION	DEBITS	CREDITS	BALANCE	
									POST DT	
FUND 553 2004 SEWER BOND										
FUND 555 STORM WATER UTILITY										
555-6630-432.73-34 OTHER SUPPLIES / STORM SEWERS										
1402		09/24	AP	02/19/24	0000000	CRITEX LLC	1,338.00		02/27/24	
		MR MANHOLE PARTS								
1390		09/24	AP	02/08/24	0000000	MENARDS-CEDAR FALLS	87.98		02/27/24	
		CATCH BASIN BOXES								
1390		09/24	AP	02/06/24	0000000	MENARDS-CEDAR FALLS	38.96		02/27/24	
		LUMBER FOR STORM BOXES								
		ACCOUNT TOTAL						1,464.94	.00	1,464.94
555-6630-432.81-40 PROFESSIONAL SERVICES / PUBLIC INFORMATION PROG.										
1403		09/24	AP	02/08/24	0000000	WATERLOO, CITY OF	208.33		02/27/24	
		2024 E IOWA HOME SHOW BOOTH								
		ACCOUNT TOTAL						208.33	.00	208.33
555-6630-432.92-01 STRUCTURE IMPROV & BLDGS / STRUCTURE IMPROV & BLDGS										
1403		09/24	AP	02/06/24	0000000	AECOM TECHNICAL SERVICES, INC	3,724.01		02/27/24	
		3215:OLIVE ST BOX CULVERT 11/4/23 - 2/2/24								
		PROJECT#: 023215								
		ACCOUNT TOTAL						3,724.01	.00	3,724.01
		FUND TOTAL						5,397.28	.00	5,397.28
FUND 570 SEWER ASSESSMENT										
FUND 606 DATA PROCESSING FUND										
606-1078-441.81-01 PROFESSIONAL SERVICES / PROFESSIONAL SERVICES										
1372		09/24	AP	01/03/24	0000000	SPYGLASS GROUP, LLC, THE	412.95		02/27/24	
		SPYGLASS AUDIT SERVICES								
		ACCOUNT TOTAL						412.95	.00	412.95
606-1078-441.81-41 PROFESSIONAL SERVICES / E-GOVERNMENT										
1372		09/24	AP	01/04/24	0000000	RAMAKER & ASSOCIATES, INC.	2,600.00		02/27/24	
		CIMS-CLOUD SUBSCRIPTION 03/16/24 - 03/16/25								
		ACCOUNT TOTAL						2,600.00	.00	2,600.00
606-1078-441.81-70 PROFESSIONAL SERVICES / CONTRACT SERVICES										
1372		09/24	AP	02/19/24	0000000	IP PATHWAYS, LLC	5,580.00		02/27/24	
		NETWORK SWITCH PROJ. WORK								
		ACCOUNT TOTAL						5,580.00	.00	5,580.00

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GROUP	PO	ACCTG	----TRANSACTION----			DESCRIPTION	DEBITS	CREDITS	CURRENT BALANCE
NBR	NBR	PER.	CD	DATE	NUMBER			POST DT	
FUND 606 DATA PROCESSING FUND									
606-1078-441.82-10						COMMUNICATION / TELEPHONE HOLDING ACCOUNT			
1372		09/24 AP		02/22/24	0000000	GORDON FLESCH COMPANY	1,472.07		02/27/24
						COPIERS/ASI-24629-MPS-01			02/22/24-03/21/24
						ACCOUNT TOTAL	1,472.07	.00	1,472.07
606-1078-441.86-10 REPAIR & MAINTENANCE / SOFTWARE SUPPORT AGREEMTS									
1372		09/24 AP		02/15/24	0000000	HEARTLAND BUSINESS SYSTEMS LL	6,636.00		02/27/24
						0365 MONTH SUBSC-FEBRUARY			
1372		09/24 AP		02/01/24	0000000	ESRI	10,680.82		02/27/24
						GIS-ESRI MAINT. RENEWAL			05/02/24 - 05/01/25
1372		09/24 AP		01/31/24	0000000	IP PATHWAYS, LLC	5,667.34		02/27/24
						DR AS A SERVICE			MONTHLY BILLING JAN.2024
1372		09/24 AP		01/25/24	0000000	WHEN TO WORK INC	1,760.00		02/27/24
						REC SCHEDULING SOFTWARE			03/16/24 - 03/15/25
						ACCOUNT TOTAL	24,744.16	.00	24,744.16
606-1078-441.93-01 EQUIPMENT / EQUIPMENT									
1372		09/24 AP		01/17/24	0000000	B & H PHOTO-VIDEO-PRO AUDIO	1,594.80		02/27/24
						LAPTOPS-MAYOR & FINANCE			
						ACCOUNT TOTAL	1,594.80	.00	1,594.80
						FUND TOTAL	36,403.98	.00	36,403.98
FUND 680 HEALTH INSURANCE FUND									
FUND 681 HEALTH SEVERANCE									
FUND 682 HEALTH INSURANCE - FIRE									
FUND 685 VEHICLE MAINTENANCE FUND									
685-6698-446.71-01						OFFICE SUPPLIES / OFFICE SUPPLIES			
1402		09/24 AP		02/16/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	4.18		02/27/24
						OFFICE PAPER			
1402		09/24 AP		02/08/24	0000000	OFFICE EXPRESS OFFICE PRODUCT	11.27		02/27/24
						PENS, MARKERS, POST ITS			AND FOLDERS
						ACCOUNT TOTAL	15.45	.00	15.45
685-6698-446.72-05 OPERATING SUPPLIES / GAS & OIL									
1402		09/24 AP		02/13/24	0000000	NORTHLAND PRODUCTS CO.	51.80		02/27/24
						USED OIL COLLECTION			
1385		09/24 AP		02/09/24	0000000	ANNIS PETROLEUM PRODUCTS, INC.	90.20		02/27/24
						PROPANE REFILL			
1390		09/24 AP		02/09/24	0000000	DICK'S PETROLEUM COMPANY	220.50		02/27/24
						DEF PUMP REPAIR			

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GROUP	PO	ACCTG	-----TRANSACTION-----			DEBITS	CREDITS	CURRENT
NBR	NBR	PER.	CD	DATE	NUMBER			BALANCE
								POST DT
FUND 685 VEHICLE MAINTENANCE FUND								
685-6698-446.87-08 RENTALS / WORK BY OUTSIDE AGENCY								
1421		09/24	AP	02/20/24	0000000	207.85		02/27/24
		A-SERVICE AND WARRANTY						
1421		09/24	AP	02/19/24	0000000	624.82		02/27/24
		REPAIRED LEAK IN DEBRIS						
1402		09/24	AP	02/14/24	0000000	1,321.44		02/27/24
		#293 HYDRO STAT REPAIRS						
1402		09/24	AP	02/13/24	0000000	165.85		02/27/24
		BLACK HAWK RENTAL						
		#2189						
1402		09/24	AP	02/13/24	0000000	2,260.13		02/27/24
		ENGINE RUNNING ISSUES						
		#286 DEF PUMP REPAIR						
1402		09/24	AP	02/13/24	0000000	559.49		02/27/24
		THOMPSON TRUCK & TRAILER, INC						
		#266 ECU PROGRAM						
1402		09/24	AP	02/12/24	0000000	560.00		02/27/24
		D & D TIRE INC.						
		#384 TIRES						
1402		09/24	AP	02/12/24	0000000	90.00		02/27/24
		RASMUSSEN CO., THE						
		#2199 TOWED TO BLACK HAWK						
		RENTAL						
1390		09/24	AP	02/07/24	0000000	75.00		02/27/24
		RASMUSSEN CO., THE						
		PD02 TO PW TIRE DAMAGE						
		W 23RD						
1390		09/24	AP	02/06/24	0000000	550.00		02/27/24
		D & D TIRE INC.						
		#320 RF TIRE REPLACED						
1385		09/24	AP	01/25/24	0000000	1,188.55		02/27/24
		TRUCK CENTER COMPANIES EAST L						
		FD501 THROTTLE ISSUE						
		REPAIRS						
		ACCOUNT TOTAL				7,603.13	.00	7,603.13
685-6698-446.93-01 EQUIPMENT / EQUIPMENT								
1385		09/24	AP	02/06/24	0000000	1,825.00		02/27/24
		COVERUP, LTD.						
		#127 BOX SLIDE OUTS						
		ACCOUNT TOTAL				1,825.00	.00	1,825.00
		FUND TOTAL				17,575.68	.00	17,575.68
FUND 686 PAYROLL FUND								
FUND 687 WORKERS COMPENSATION FUND								
FUND 688 LTD INSURANCE FUND								
688-1902-457.51-03 INSURANCE / LTD INSURANCE								
1372		09/24	AP	02/23/24	0000000	4,328.01		02/27/24
		MADISON NATIONAL LIFE INS.CO.						
		LTD-MARCH 2024						
		ACCOUNT TOTAL				4,328.01	.00	4,328.01
688-1902-457.51-04 INSURANCE / LIFE INSURANCE								
1372		09/24	AP	02/23/24	0000000	2,771.73		02/27/24
		MADISON NATIONAL LIFE INS.CO.						
		GROUP LIFE AD/D-MAR.2024						

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FUND 688 LTD INSURANCE FUND									
688-1902-457.51-04 INSURANCE / LIFE INSURANCE							continued		
ACCOUNT TOTAL							2,771.73	.00	2,771.73
FUND TOTAL							7,099.74	.00	7,099.74
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							551,933.56	353.25	551,580.31

From: Gil.Schultz <Gil.Schultz@cedarfalls.com>

Sent: Tuesday, February 20, 2024 12:33 PM

To: Danny Laudick <Danny.Laudick@cedarfalls.com>

Cc: Jim Newcomb; Ron Gaines <Ron.Gaines@cedarfalls.com>; Kim Kerr <Kim.Kerr@cedarfalls.com>

Subject: March 4th Council Meeting agenda item

Mayor,

As a follow up to our conversation regarding the speed limit on Center Street between Lone Tree Road to Clair Street being a continuous 25 mph, I will not be putting in a referral but as we discussed will ask that you put it on the agenda and when you have meetings with council representatives and others inform of them of the rationale and neighborhood consensus.

Otherwise, we'll need a work session, traffic study, etc....

Thanks, GIL

Kim Kerr

From: kruseoncouncil <kruseoncouncil@aol.com>
Sent: Monday, February 26, 2024 9:39 AM
To: Danny Laudick
Cc: Gil Schultz; Dustin Ganfield; Hannah Crisman; Chris Latta; Aaron Hawbaker; Kelly Dunn; Ron Gaines; Kim Kerr; Kevin Rogers
Subject: [EXTERNAL] Referral to consider Tuesday night Council meetings
Attachments: Screenshot_20240223_182746_Google.jpg

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

Mr Mayor, Council, Mr Gaines,

I'm asking to put on the agenda a referral to consider the merits of Tuesday night Council meetings instead of Monday nights. Doing some quick Google searches I find many cities have their Council meetings on tuesdays. It would be beneficial for all parties involved in preparation to allow a full work day of prep after returning from a weekend to field questions and concerns. We already have two or three Tuesday Council meetings a year because of federal holidays. This would be a minor adjustment I believe.

Any comments don't hesitate to reach out.

Regards...

Daryl Kruse


Sent from my U.S.Cellular© Smartphone

Q what nights on av...  

 City of Loveland
<https://www.lovgov.org> > city-coun...

City Council Meetings

Regular Meetings. Day/Time: First and third Tuesday of each month @ 6:00 p.m. ... Study Sessions. Day/Time: Second and fourth...

 Rolling Meadows, IL
<https://www.cityrm.org> > Understan...

Understanding a City Council Meeting

Welcome! The Rolling Meadows City Council meetings are held on the second and fourth Tuesdays of each month starting at 7:30 P...

 City of Mobile
<https://www.cityofmobile.org> > city...

City Council Meetings

City Council Meetings. The City Council meets every Tuesday 9:00 a.m. Pre Council Meeting in Council Conference Room on th
